OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUCH PARTY.

7. MISCELLANEOUS

a. This Agreement constitutes the complete and exclusive statement of the understanding between the parties and supersedes all prior and collateral representations. Any alteration, modification, or amendment of the Agreement shall not be valid and binding unless in writing and signed by both parties. This Agreement shall bind parties hereto, their heirs, administrators, executors, successors, and assigns.

b. This Agreement shall be governed by Iowa law, without regard to conflict of law principles. Optimum and GROWER agree that all disputes and differences arising between Optimum and GROWER out of or relating in any way to this Agreement, the construction, meaning and operation, or effect of this Agreement, or breach thereof, shall be settled by arbitration in accordance with the rules and regulations of the National Grain and Feed Association pursuant to such Association's grain arbitration rules. Optimum and GROWER agree that judgment may be entered upon any arbitration award in any court of competent jurisdiction.

c. Neither Optimum nor the GROWER may assign this agreement without prior written consent of the other party. Written notice to Optimum shall be by personal delivery or by postage paid letter addressed to Optimum Quality Grains, L.L.C., 10700 Justin Drive, Des Moines, Iowa 50322.

8. LAND OWNER

If GROWER does not own a field used for the production of the OPTIMUM Grain under the terms of this Agreement, he/she shall indicate the name(s) of the owner(s) below. Any method of payment other than directly to GROWER shall be indicated below.

9. ACCEPTANCE BY Optimum

This Agreement is not binding until signed by both GROWER and Optimum. GROWER must present this Agreement to ELEVATOR for Optimum to sign.

Optimum Quality Grains, L.L.C.:

By:

_____Date:_____

Optimum Agent
GROWER:
By:
_____Date:_____

GROWER (signature)

Grower Name:

Company Name (if any):

Street or box number:

City, State, Zip Code, Phone:

NON-OBJECTION BY LANDOWNER(S):

By: