

**DRY CORN AGREEMENT**  
**Contract Number** \_\_\_\_\_

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between:

**Buyer:**  
Siouxland Energy and Livestock Cooperative (SELC)  
3890 Garfield Ave.  
Sioux Center, Iowa 51250

**Seller:**

**Purpose:** Buyer agrees to purchase No. 2 yellow corn from Seller and Seller agrees to sell No. 2 corn to Buyer.

**Quantity:** Seller must deliver 250 bushels of corn annually for each Equity Interest owned by Seller for so long as Seller owns Equity Interests of SELC. Seller agrees to sell to Buyer dry yellow corn equivalent to bushels of No. 2 shelled yellow corn at 15% moisture and 56 pounds per bushel. Buyer and Seller agree that a shrink factor of 1.4% will be used for each 1% of moisture above 15%. Weighing will be at destination.

**Delivery:** Seller agrees to deliver corn to SELC's Ethanol Plant, Sioux Center, Iowa, at Seller's sole expense during a time period that the Buyer will determine to accept corn. Buyer agrees to provide equipment to unload corn at Buyer's sole expense. Dry corn delivery will be on demand or via scheduled delivery after the wet corn has been consumed.

**Quality:** Buyer and Seller agree that normal elevator docks apply to test weight, mold, must, and heat damage. A dock of 3 cents per percent of foreign matter over 3% will be applied. Corn above 10% foreign matter will be rejected. Buyer can also reject corn for aflatoxin, mold, must, rocks and stones, and heating. (Buyer may request that Seller plant specific hybrids to enhance the yield of alcohol per bushel. This will be a mutual agreement between Buyer and Seller.)

**Pricing and Payment:** Buyer and Seller agree to the following terms for pricing and payment of corn delivered under this Agreement:

1. Fiscal "corn year" will be from October 1 to September 30.
2. The price of the dry corn bushels will be the same as the average weighted price of the wet corn bushels from the previous months.
3. Payment for the corn will be paid for by SELC in monthly installments determined by delivery date.
4. SELC will have the option to reduce the price of the corn if the Board of Directors determines that a negative cash flow is occurring.

**Terms:** SELC reserves the right to change the pricing, delivery and quality terms, so long as all members of SELC are offered the same terms.

MEMBER:

\_\_\_\_\_  
Printed or Typed Name of Member

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Address of Member

\_\_\_\_\_  
Social Security or  
Federal Employer Identification No.

\_\_\_\_\_  
Telephone No.

**ACCEPTANCE OF CORN AGREEMENT BY THE COOPERATIVE**

Siouxland Energy & Livestock Cooperative hereby accepts the Corn Agreement for the above Voting Interest and Equity Interests from the Member.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIUXLAND ENERGY & LIVESTOCK COOPERATIVE

By \_\_\_\_\_  
Its \_\_\_\_\_

**ATTACHMENT TO DRY CORN AGREEMENT**

**PRICING EXAMPLE**

September	\$2.35
October	\$2.00
November	\$1.95
<u>December</u>	<u>\$2.05</u>

average price paid for dry corn delivered in June = \$2.09

January	\$2.15
February	\$2.10
March	\$2.00
<u>April</u>	<u>\$2.20</u>

average price paid for dry corn delivered in July \$2.11

May	\$2.30
BEGINNING OF DRY CORN DELIVERY	
June	\$2.40
July	\$2.50
<u>August</u>	<u>\$2.30</u>

average price paid for dry corn delivered in August - \$2.38

**DRY CORN PAYMENT**

June payment = 1666.66 bushels x \$2.09 =	\$ 3,483.32
July payment = 1666.66 bushels x \$2.11 =	\$ 3,516.65
August payment - 1666.66 bushels x \$2.38	\$ 3,966.65
COMPENSATION PAYMENT = \$.05 x 5000 bushels =	<u>\$ 250.00</u>
TOTAL DRY CORN PAYMENT = (\$2.24/bushel)	\$11,216.62

>>>> 5/31/07 (1:18PM)

L:\24693\documents\Dry Corn Agreement.wpd