

## MASTER TRADING AGREEMENT

This Master Trading Agreement (the “**Agreement**”) is effective this \_\_\_\_\_ and made by and between SUNRISE COOPERATIVE INC. (“**Sunrise**”) and \_\_\_\_\_ (the “**Customer**”) with a business address of \_\_\_\_\_  
(MONTH/DAY/YEAR) (CUSTOMER)  
(ADDRESS). Sunrise and Customer may enter into various transactions (collectively, the “**Contracts**”) including, but not limited to the following:

- (a) Sales by Sunrise to Customer of products related or incidental to Customer’s farming or agriculturally related business, including but not limited to spot cash sales and crop inputs;
- (b) Sales by Customer to Sunrise of agricultural commodities, including but not limited to spot cash sales, cash forward contracts, delayed price or price later contracts and deferred payment contracts; and
- (c) Services (including agronomy services) by Sunrise to Customer related to sales or purchases.

The parties, intending that any transactions between them be subject to this Agreement, agree as follows:

**1. Customer Entity Type:** Customer does business as (choose one only):

- Individual Sole Proprietor
- General Partnership – identify general partners: \_\_\_\_\_
- Limited Partnership – identify general partner(s): \_\_\_\_\_
- Corporation
- Limited Liability Company – identify member(s): \_\_\_\_\_
- Trust – identify trustee(s): \_\_\_\_\_
- Other (please describe) \_\_\_\_\_

Customer represents and warrants that the above information includes the correct legal name under which it will conduct all of its business with Sunrise. Customer’s taxpayer identification number is: \_\_\_\_\_  
(TAX ID #)

**2. Customer’s Agents/Authorized Representatives:** Customer hereby constitutes and appoints the following individuals/entities as Customer’s lawful agent(s):

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Name: \_\_\_\_\_ Title: \_\_\_\_\_

Customer agrees that the agents listed above are expressly authorized to act for Customer in Customer’s place and stead to enter into all communications, negotiations, and Contracts with Sunrise. The agents listed above have the full power to do and perform any, all, and every act requisite, necessary, or proper to enter into Contracts with Sunrise on Customer’s behalf. Customer further agrees that any agent designated by Customer is acting solely on behalf of Customer and is not a broker as defined by the National Grain and Feed Association Trade Rules. Customer agrees that any notice (including but not limited to Contract confirmations) sent to one or more of Customer’s agents is deemed notice to Customer. The agents listed above shall continue to have the powers listed herein until and unless Customer notifies Sunrise that it wishes to change Customer’s agents and the parties execute an amendment to this Agreement to that effect.

**3. Customer is a Merchant:** Customer acknowledges that it is a “merchant” as that term is defined by the Uniform Commercial Code with respect to all transactions entered into with Sunrise and that all transactions are related to Customer’s farming and/or ranching business. Customer expressly represents that Customer intends that transactions entered into with Sunrise are not consumer transactions within the meaning of any state or federal law. Customer acknowledges that Customer is bound by Contract confirmations (including confirmations with respect to Contract amendments agreed to by the parties) and notices sent by Sunrise to Customer regardless of whether or not Customer signs the confirmation or notice. Customer acknowledges that Customer is obligated to carefully check all specifications of any Contract confirmation or notice sent to Customer by Sunrise. Customer shall have the obligation to, within 24 hours, notify Sunrise by telephone and to then confirm in writing to Sunrise, of any material differences with any specification set forth in a Contract confirmation or notice sent by Sunrise to Customer. A notice of Contract amendment sent by Sunrise to Customer shall be binding upon Customer regardless of whether Customer has signed the original Contract confirmation or any amendment to the Contract. Sunrise reserves the right to require signed and written confirmations from Customer.

**4. Written and Oral Contract:** Customer authorizes Sunrise to enter into Contracts with Customer or Customer’s agents pursuant to Customer or Customer’s agent’s written or oral instructions. Customer acknowledges that Sunrise has the right, but no responsibility or obligation, to limit the size and nature of Contracts which Customer may enter into and/or keep open with Sunrise at any time for any reason. Allowance of any Contracts at any time does not constitute precedent or implicit approval for any future Contracts.

**5. Electronic Communications/Transactions:** Written communications shall include electronic communications as defined in the National Grain and Feed Association (NGFA®) Trade Rules. Customer also acknowledges that Sunrise may offer to Customer the alternative of entering into Contracts by electronic means. When electronic means are used for entering into Contracts, then the provisions of Ohio's Uniform Electronic Transactions Act (Chapter 1306 of the Ohio Revised Code) shall govern the formation of Contracts between the parties. Electronic signatures and electronic records shall be deemed writings for purposes of Contract formation.

**6. NGFA® Trade Rules:** The parties agree that all Contracts related to agricultural commodities except as otherwise provided herein or in a specific Contract, shall be subject to the Trade Rules of the NGFA®.

**7. NGFA® Arbitration Applicable to All Transactions:** The parties agree that the sole remedy for resolution of any and all disagreements or disputes arising under or related to this Contract (including, but not limited to, any statutory or tort claims arising from the relationship between the parties) shall be through arbitration proceedings before the NGFA® pursuant to the NGFA® Arbitration Rules. The decision and award determined through such arbitration shall be final and binding upon the parties. Seller consents to enforcement of the obligation to arbitrate disputes in any state or federal court and expressly waives the defenses of personal jurisdiction and venue with respect to any such action. Judgment upon the arbitration award may be entered and enforced in any court having jurisdiction thereof. The parties agree that any arbitration conducted hereunder shall be governed by the Federal Arbitration Act, 9 United States Code §§ 1-16, as now existing or hereinafter amended. The Contract shall otherwise be governed by, and construed in accordance with, the laws of the State of Ohio (with the exception of the State of Ohio's conflict of laws statutes or case law).

**8. Payments Due Customer:** Payments due to Customer under this Agreement or under any Contract will be paid after delivery and acceptance of the contracted commodity upon the terms and conditions set forth herein or in a specific Contract. All payments made by, or owed to, Sunrise shall be based on U.S. Dollars. In addition to any other allowable deductions, setoffs, or offsets (whether arising from this Agreement, a specific Contract, or from other debts or claims owed to Sunrise by Customer), any payments to Customer for commodity delivered under any Contract or Contracts shall be subject to prior deduction for applicable discounts or other charges owed to Sunrise by Customer on any other Contract or indebtedness. Customer warrants and represents that commodity delivered under any and all Contracts shall be free and clear of all liens and encumbrances and that free and clear title to the agricultural commodity is being conveyed to Sunrise. If any security interests or other liens are made known to or discovered by Sunrise prior to or at delivery of the agricultural commodity, acceptance of the agricultural commodity shall be at Sunrise's discretion. Customer expressly agrees that Sunrise has the right to issue multiple party checks for payment of the agricultural commodity should Sunrise have any reason to believe that any third party has or may assert a lien or encumbrance against the agricultural commodity delivered under any Contract. The parties agree that Sunrise shall have the right to cause liquidation, termination, or acceleration of any or all Contracts because of any of the following:

- (a) The insolvency or financial condition of the Seller;
- (b) The commencement of a case under Title 11 of the United States Code;
- (c) The appointment of or taking of possession by a trustee in a case under Title 11 of the United States Code or by a receiver or custodian before such commencement; or
- (d) Any and all other defaults of the terms and conditions specified herein either directly or by reference thereof.

It is expressly agreed that each and every Contract entered into with Customer is subject to Sunrise's right to setoff any mutual debts and claims against Customer under or in connection with this Agreement, as well as any and all other grain contracts or forward contracts between the parties, as provided in 11 United States Code §§ 362(b)(6) and 556, and pursuant to any other contractual, common law or legal right of setoff available to Sunrise. The parties agree that this Master Trading Agreement and Contracts (other than spot sales) related to all agricultural commodity transactions are forward contracts for purposes of Title 11 of the United States Code and that Sunrise is a forward contract merchant for purposes of Title 11 of the United States Code.

**9. Customer's Adequate Assurance:** Customer acknowledges that it has the obligation to provide Sunrise with assurances that it will perform and make timely delivery of contracted commodities. As adequate assurance, Sunrise may demand payment from Customer up to an amount equal to the difference between the contract price and the then prevailing market price for the contracted commodity. Customer shall provide such adequate assurance within forty-eight (48) hours of the receipt of a demand from Sunrise. Customer's failure to provide adequate assurance as demanded by Sunrise shall constitute Customer's repudiation of the Contract or Contracts.

**10. Sunrise Credit Policy/Customer's Financial Information:** Customer acknowledges that purchases from Sunrise are subject to credit approval by Sunrise in accordance with Sunrise's Credit Policy in effect at the time of any purchase. Additionally, Customer agrees to provide Sunrise with financial statements, tax returns or other financial information at the request of Sunrise so long as Customer has any outstanding Contracts or obligations with Sunrise. Customer authorizes Sunrise to contact such banks, financial institutions, credit agencies, U.S. Department of Agriculture Farm Service Agency offices and other credit sources and references as Sunrise shall deem appropriate from time to time to verify information provided by Customer. Customer understands that such an inquiry may be made pertaining to Customer's personal and/or business credit standing, and that Customer may make a written request within a reasonable time for complete and accurate disclosure of its nature and scope.

**11. Cross-Defaults:** If Customer fails to perform any of the terms and conditions of any Contract with Sunrise, then Sunrise reserves the right to deem Customer in default of that particular Contract and in default of any other Contract between Sunrise and Customer.

**12. Relationship of the Parties:** Customer acknowledges that the relationship between the parties is an ordinary Buyer-Seller relationship or Seller-Buyer relationship, and that Customer has made, and will make, its own independent decisions about whether or not this Agreement or any particular Contract is in Customer's best interests. Customer acknowledges that Contracts involve financial risks which Customer will independently evaluate prior to entering into Contracts. Customer accepts the financial consequences of Contracts. Customer and Sunrise acknowledge that neither party intends the establishment of a fiduciary relationship between the parties.

**13. Delivery Location:** The specified delivery location or price basing point set forth in any Contract involving the sale by Customer of an agricultural commodity to Sunrise shall be deemed the delivery location, except that Sunrise shall have the right, but not the obligation, to designate any reasonable alternate delivery points. If Sunrise designates an alternate delivery location, then Sunrise's schedule of transportation costs at the time of delivery shall apply. If Customer requests an alternate delivery location and Sunrise consents, then any increased transportation costs are Customer's sole responsibility.

**14. Delays:** Sunrise has the right, without penalty, to delay the time for accepting or making delivery and making payment (where applicable) under any Contract if such delay is caused by government regulation or action, labor strikes, riots, insurrection, freight embargoes, transportation delays, or other causes not within Sunrise's control. In the event of a delay, Sunrise shall accept or make delivery and make payment (where applicable) under the Contract(s) as soon as practicable after the cause for delay has ceased.

**15. Application of Deliveries:** Sunrise shall have the right to apply deliveries of agricultural commodities by Customer or make deliveries to Customer as determined by Sunrise.

**16. Price and Pricing Formulas:** The parties agree that any references to a futures or options month in a Contract are for purposes of any pricing formula using the Chicago Board of Trade or CME Group (CBOT) as a benchmark. Sunrise reserves the right to enter into futures or options transactions to protect its position, but Customer is not and shall not be a party to any futures or options transactions entered into by Sunrise. "Rolling" of a basis or Hedge to Arrive (HTA) contract by Customer is within the sole discretion of Sunrise and requires Sunrise's written agreement. The establishment of the futures reference price for either a basis or HTA Contract must be done by Customer by notifying Sunrise during an active trading session of the CBOT. It is the Customer's responsibility to monitor Contracts and market conditions. Pricing Method/Terms under any particular Contract may include, but are not limited to, the following methods:

**Flat Price:** The cash price shown in the Contract shall represent the final cash price (less any adjustments for grade or quality specifications should Sunrise accept commodities not meeting contract specifications).

**Minimum Price:** The price shown in the Contract shall represent a price floor, but not a ceiling on the price.

**Basis Pricing:** The Contract shall initially be unpriced, but the basis set forth in the Contract shall represent a fixed differential between the cash price when the contract becomes priced and the designated option month. The fixing of the futures value must be fixed before the beginning of the designated option month or the price will be automatically fixed by Sunrise on a pricing deadline. Sunrise reserves the right to refuse requests to roll the basis.

**Hedge-to-Arrive (HTA) Pricing:** The futures reference price has been established in the Contract. The final cash price must be set before the beginning of the delivery period shown in the Contract. The final cash price will be established by the futures reference and month price plus or minus the posted cash basis for that delivery period and location. The fixing of the basis value must be done prior to delivery or before the beginning of the designated option month, whichever occurs first. If the Seller fails to cause the basis to be fixed by the Pricing Deadline, then Sunrise has the right to fix the basis on the next business day following the pricing deadline. Any basis established by Sunrise shall then be used to determine the final cash price due the Seller. Sunrise reserves the right to refuse requests to roll HTA Contracts.

**Put Cash Pricing:** The price shown in the Contract shall represent a minimum price, but not a maximum price. Customer has the opportunity to increase the Contract price in the event of an upward price move based on an options-based pricing formula. Basis and final price shall be set on or before the expiration date for the referenced options month.

**Min/Max Pricing:** The minimum price of the Contract shall be the referenced strike price less premium and service charges and basis. If the referenced futures at expiration are at or below the minimum strike price, then the Contract price shall be at the minimum price as defined in the prior sentence. If the referenced futures at expiration are above the maximum strike price, then the Contract price shall be at the maximum strike price less premium and service charges and basis. If the referenced futures at expiration are above the minimum strike price, but below the maximum strike price, then the Contract price shall be at the referenced futures price less the premium and service charges and basis. Basis and final Contract price shall be set on or before the referenced options expiration date.

**17. Target Price Agreements:** Sunrise may, but is not required to, permit Customer to make firm "target price offers" to enter into cash grain contracts with Sunrise. Customer acknowledges that any particular "target price offer" will not be accepted by Sunrise unless market conditions meet the "target price offer" made by Customer. Sunrise will send confirmation to Customer indicating acceptance of any particular "target price offer" when and if market conditions are met.

**18. Delayed Price Transactions:** The parties agree that the terms of this Agreement (including the arbitration provisions) shall also apply to all other grain sold by Customer to Sunrise per a Delayed Price Agreement governed by Chapter 926 of the Ohio Revised Code. Customer-Seller acknowledges that any separate agreement or form applicable to Delayed Price Agreement sales is deemed to be supplemented by the terms of this Agreement.

**19. U.S. Grown Commodities:** Customer guarantees that all commodities delivered by Customer under any Contract with Sunrise shall be a commodity grown in the continental United States.

**20. Grade Standards:** Unless otherwise agreed in a particular Contract, grades for grain shall be based on the Official United States Standards for Grain applicable under the United States Grain Standards Act in effect at the time of delivery.

**21. Acceptance and Rejection of Deliveries:** The quality of agricultural commodity delivered by Customer under any Contract shall be determined at the time and place of delivery, with the weights, grades, and other quality criteria at the destination location to govern. Sunrise reserves the right to reject individual shipments not complying with Contract terms. If Sunrise elects to accept deliveries not meeting contract grade and/or quality, Sunrise's scale of discounts and premiums at time and place of delivery shall apply, unless otherwise specified in writing. Refusal by Sunrise to accept delivery of agricultural commodities not meeting contract terms shall not release Customer from any Contract. Acceptance of any delivery of commodities by Sunrise after breach of the terms and conditions of any Contract by Customer shall not waive any rights or remedies accruing to Sunrise as a result of any prior breach.

**22. Customer's Representations and Warranties:** All commodity delivered by Customer under any Contract shall be of merchantable quality, unadulterated, and unrestricted from movement in interstate commerce within the meaning of the Federal Food, Drug and Cosmetics Act, the U.S. Grain Standards Act, and all other applicable local, state, and federal laws. Customer shall not deliver commodities found to contain mycotoxins that exceed advisory, action or regulatory levels issued by the federal Food and Drug Administration (or any other similar federal, state or local government agency) in effect at the time of delivery of the contracted commodity. If any commodity applied to a Contract is adulterated, unmerchantable or misbranded under any applicable laws, or the commodity or its shipment is in violation of any provision contained in the Contract or this Agreement, Customer shall be deemed in breach of the Contract and shall indemnify Sunrise from all costs, damages, and losses. Customer represents and warrants that any agricultural commodity delivered to Sunrise has not been grown from, commingled with or otherwise exposed to seed (including without limitation, genetically modified seed) which has not received full and final approval for importation and use from the applicable authorities in all domestic and foreign markets utilized by Sunrise (including without limitation, the United States, Canada, China, Japan, Mexico and the European Union) with respect to such commodity. Sunrise reserves the right to test the commodities delivered by Customer for conformity with the representations and warranties contained in this Master Trading Agreement or with respect to any Contract. No such testing by Sunrise shall constitute a waiver of Buyer's rights or remedies with respect to this Master Trading Agreement or any Contract.

**23. Delivery by Customer:** Customer is obligated to deliver the agricultural commodity described in each Contract during the stated delivery period. Each Contract involving an agricultural commodity sold by Customer to Sunrise shall be considered a "delivered contract" for purposes of the NGFA Trade Rules and title and risk of loss shall remain in Customer until physical delivery to Sunrise's designated delivery point and acceptance by Sunrise. Customer's obligation to deliver is absolute and Customer warrants that it will deliver the quantity described regardless of any other similar delivery commitments Customer has or may have with Sunrise or any other parties.

**24. Agricultural Chemicals (Herbicides/Pesticides):** While Sunrise works with Customers as requested with respect to selection of agricultural chemicals, Customers make the final determination regarding which agricultural chemicals (herbicides/pesticides) are suited for their needs. Sunrise works as a dealer only with respect to agricultural chemicals and is not the manufacturer. Sunrise, as a dealer, makes **NO GUARANTY** whatsoever with respect to weed or pesticide control from agricultural chemicals. Customer acknowledges that weather conditions and other factors beyond Sunrise's control affect the performance of agricultural chemicals (pesticides/herbicides). If Customer is not satisfied with the performance of any agricultural chemical purchased from Sunrise, Customer must contact Sunrise **WITHIN THIRTY (30) DAYS** of planting after a pre-plant product has been applied and **WITHIN TWENTY-ONE (21) DAYS** of application of a post-applied product. In such a case, Sunrise will contact the manufacturer of the product to assist Customer. Customer acknowledges that Sunrise shall have no liability to Customer and any assistance provided by Sunrise to Customer with respect to Customer complaints is an accommodation to Customer and not an obligation of Sunrise.

**25. NATURE OF GOODS SOLD BY SUNRISE:** Goods sold by Sunrise are as described in any Contract or invoice related to the goods. Sunrise, as Seller of goods, warrants only that the goods are as described. **SUNRISE MAKES NO OTHER AFFIRMATION OF FACT AND MAKES NO OTHER PROMISE RELATING TO GOODS SOLD THAT HAS BECOME OR WILL BECOME THE BASIS OF THE BARGAIN MADE OR THAT HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE COMMODITIES CONFORM TO ANY OTHER DESCRIPTION. NO SAMPLE OR MODEL HAS BEEN OR WILL BE MADE PART OF THE BASIS OF THE BARGAIN OR HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE WHOLE OF THE GOODS CONFORM TO ANY SAMPLE OR MODEL. CUSTOMER, AS BUYER, ASSUMES ALL RISK AND LIABILITY RESULTING FROM THE USE OF GOODS PURCHASED FROM SUNRISE, WHETHER SINGLY OR IN COMBINATION WITH OTHER GOODS.**

**26. SUNRISE'S DISCLAIMER OF ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS: SUNRISE, AS SELLER, SELLS ALL GOODS WITH ALL FAULTS AND DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE GOODS. SUNRISE, AS SELLER, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY WITH RESPECT TO GOODS SOLD. SUNRISE, AS SELLER, DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSES WITH RESPECT TO GOODS SOLD AND SUNRISE MAKES NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE GOODS IN THE APPLICABLE CONTRACT OR INVOICE, IF ANY.**

**27. Costs and Attorney Fees:** In the case of Customer's default of any of its obligations in this Agreement or with respect to any Contract, Customer shall be liable to Sunrise for all costs incurred (including attorney fees) in enforcing this Agreement or any Contract and/or collecting any damages found owing to Sunrise. Customer also shall be liable for the payment of compound interest at the rate of 24% per annum (or the maximum rate allowable by law if the maximum rate is less than 24% per annum) from the date of default on any damages found owing to Sunrise.

**28. Effect of Agreement:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement will be deemed to be incorporated into the terms of any existing or future contracts or transactions entered into with Customer unless expressly excluded from application to any particular Contract. Customer cannot assign this Agreement and Customer cannot assign any Contract entered into with Sunrise unless express written consent is first obtained from Sunrise.

**29. Amendment/Termination:** This Agreement shall continue in full effect until terminated by either party with thirty (30) days written notice, provided, however that it is agreed that the terms of this Master Trading Agreement remain applicable until all obligations under any Contract between the parties have been completed to the satisfaction of Sunrise. Customer agrees that Sunrise may amend this Agreement from time to time by sending written notice to Customer. Any written amendment sent by Sunrise to Customer will become part of this Agreement unless Customer elects to terminate this Agreement pursuant to the thirty-day' notice provision prior to the stated effective date of the amendment.

**30. Agreement May Be Signed in Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature to this Agreement by facsimile or other electronic means shall be deemed and accepted as an original signature.

Each of the representatives of the parties sign below with the intent to be bound and each representative verifies that he/she has authority to sign on behalf of the individual(s) and/or business organization identified in this Agreement.

**CUSTOMER**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Customer (LLC, Partnership, etc.)

\_\_\_\_\_  
Name of Representative (print or type)

\_\_\_\_\_  
Title of Representative (print or type)

\_\_\_\_\_  
Signature of Representative

**SUNRISE (SUNRISE COOPERATIVE INC.)**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Sunrise Representative:

\_\_\_\_\_  
Title:





## **PERSONAL GUARANTY BY PRINCIPLES OF EQUITY**

To induce Sunrise to enter into the Agreement outlined above and to induce Sunrise to enter into Contracts with \_\_\_\_\_ (CUSTOMER) (the Customer identified above), the undersigned jointly and severally guarantee, absolutely and unconditionally, the performance of the Agreement and all Contracts, the payment of all liabilities of Customer to Sunrise of whatever nature, whether now existing or subsequently incurred, whether credited directly or acquired by Sunrise, by assignment, or otherwise and whether absolute or contingent, and the full and prompt performance of all the terms, conditions, and obligations of the Agreement and/or any other Contract or agreement ancillary to the Agreement between Sunrise and Customer.

This is a guaranty of performance and payment and not of collection, and the undersigned waive any right to require that any action be brought against Customer or any other person, or to require that resort be had to any security before proceeding against the undersigned. This Guaranty shall not be limited to any specific time or period, nor shall termination of this Guaranty be affected by the death of any or all of the undersigned. This Guaranty shall remain in effect until all of the terms, conditions, and obligations of the Agreement and its supplements or amendments and any Contract between Customer and Sunrise, if any, have been fully performed by Customer.

The undersigned waive any and all defenses (except for full payment of all indebtedness owing from Customer to Sunrise), setoffs, and counterclaims, and agree that Sunrise may, in connection with the Agreement (including any supplement or amendment to the Agreement or any Contract) without notice to the undersigned, renew, extend, or modify any of Customer's obligations without affecting the undersigned's liability, which shall be total and absolute.

Any and all requirements for presentation, demand, protest, or other notice of dishonor, are waived by the undersigned, as is the right to trial by jury or any question or dispute arising pursuant to Agreement, any supplement to the Agreement or any Contract. A delay by Sunrise in enforcing any obligation against Customer or in the maintenance of any proceeding relating to this Guaranty (which is absolute and unconditional), shall not affect Sunrise's right to take any other action against the undersigned nor shall it be deemed a novation.

The undersigned agree that the sole remedy for resolution of any and all disagreements or disputes arising under or related to this Guaranty (including, but not limited to, any statutory or tort claims arising from the relationship between the parties) shall be through arbitration proceedings before the National Grain and Feed Association ("NGFA") pursuant to the NGFA® Arbitration Rules.

Each reference in this Guaranty to Customer shall be deemed to include its successors and assigns. Each reference to Sunrise shall be deemed to include its successors and assigns. Each reference in this Guaranty to the undersigned shall be deemed to include the heirs, executors, administrators, the legal representatives, successors, and assigns of the undersigned, all of whom shall be bound by the provisions of this Guaranty.

The term "undersigned" as used in this Guaranty shall, if this instrument is signed by more than one party, mean the undersigned, and each of them, and each undertaking in this Guaranty contained shall be joint and several.

Dated: \_\_\_\_\_ X \_\_\_\_\_  
Print: \_\_\_\_\_, Guarantor

Dated: \_\_\_\_\_ X \_\_\_\_\_  
Print: \_\_\_\_\_, Guarantor

Dated: \_\_\_\_\_ X \_\_\_\_\_  
Print: \_\_\_\_\_, Guarantor

Dated: \_\_\_\_\_ X \_\_\_\_\_  
Print: \_\_\_\_\_, Guarantor