

ARDENT MILLS INVOICE TERMS

Acceptance and Detrimental Reliance: These Terms and Conditions ("Terms") shall be binding upon Ardent Mills, LLC ("Seller") and the buyer ("Buyer") under the relevant Agreement and together with these Terms and the respective invoice shall form the Agreement ("Agreement"). All deliveries of goods described in the relevant Agreement (the "Goods") by Seller to Buyer shall be delivered and accepted upon the terms and conditions set forth in this Agreement. Based upon this Agreement with Buyer, Seller has relied to its detriment that Buyer will fully perform hereunder by immediately taking commodity equity positions with regard to the purchase of the Goods to be delivered hereunder.

Net Weights: The Goods covered by this Agreement are sold on the basis of net weights when packed, or, if shipped in bulk, net weights when loaded and such shall govern. Unless otherwise stated in this Agreement, Seller's weights, analysis and condition, at origin, will govern.

Installment Contract: If this Agreement requires or authorizes the delivery of goods in separate lots to be separately accepted by Buyer, Buyer may only refuse such portion of such lot or shipment that fails to comply with the requirements of this Agreement. Buyer may not refuse to receive any lot or portion of Goods shipped hereunder for failure of any other lot or portion of a lot to be delivered or to comply with this Agreement, unless such right of refusal is expressly provided for on the face hereof.

Extension of Credit and Collections: In the event Buyer designates the collecting bank, it shall be responsible to Seller for any loss or damage to Seller by reason of any failure or default, on the part of said bank in connection with payment by Buyer under this Agreement. Should Buyer's financial strength become unsatisfactory to Seller, Seller may, in its discretion, withhold further shipments, require immediate cash payments for past and future shipments or require other security satisfactory to Seller before further deliveries shall be made. If Buyer fails to pay Seller in accordance with this Agreement, Seller has the right, in addition to any other rights or remedies provided by contract or law, and subject to any right Buyer has by law to correct its default, to declare the entire balance of Buyer's account immediately due and payable or to foreclose any security interest that Seller may have in the Goods delivered. If any unpaid balance is referred for collection, Buyer agrees to pay (in addition to all damages otherwise available to Seller), to the extent permitted by law, reasonable attorney fees, whether or not litigation is commenced or prosecuted to final judgment, plus any court costs or expenses incurred by Seller, and any finance charge accrued on any unpaid balance owed by Buyer, all as calculated in accordance with this Agreement, until all amounts owed to Seller that are due are under this Agreement are paid in full.

Finance Charges: If Buyer fails to pay any invoice amounts due by their respective due dates, Buyer agrees to pay all FINANCE CHARGES on the unpaid balance of all overdue invoices, less any applicable payments and credits, from the date the total amount of each invoice is due and payable at an ANNUAL PERCENTAGE RATE of EIGHTEEN PERCENT (18%), or the highest applicable and lawful rate on such unpaid balance, whichever is lower.

Payment Terms, Taxes and Freight Rates: The applicable payment terms under this Agreement shall be payable upon receipt of invoice or as otherwise stated on Seller's invoice. The prices set forth within this Agreement include any and all taxes, impositions, exactions, or charges of every nature in effect on the date of the execution hereof. Any and all taxes, impositions, exactions or charges, or any increase therein, whether for revenue or for regulation of commerce, or for any other purpose, not in effect on the date of this Agreement, which may, prior to the conception of deliveries hereunder, be levied, imposed, required, or increased by the United States or any State thereof or other Governmental agency on or measured in terms of any of the finished products remaining unshipped and which are to be delivered hereunder, or on or measured in terms of any commodity used in the manufacture of such containers, or the processing, purchase, sale, holding for sale, distribution, dealing in, transportation, use or handling of any of such products, commodities or containers, if paid or borne by Seller directly or indirectly shall be billed separately to Buyer, where not prohibited by law, and where the determination of the amount of the tax, imposition, exaction, charge or increase per cwt. or other unit of measure is possible of calculation by the application of any official published conversion rate or otherwise, and shall be paid by Buyer to Seller. Any of such taxes, impositions, exactions, charges or increases which the Seller shall be finally relieved from paying or which shall be later refunded or returned to Seller at any time and for any cause shall be refunded or credited to Buyer by Seller as promptly as possible after deduction by Seller of any reasonable expenses incurred in preventing collection of such taxes, impositions, exactions, charges or increases or in obtaining or securing such refunds or returns and in making such reimbursement to Buyer, and after paying and discharging all tax liabilities to which Seller may be subjected by reason of its having been relieved from paying such taxes, impositions, exactions, charges or increase or having secured such refunds or returns. Seller shall be under no obligation to contest the validity of any such tax, imposition, exaction, charge or increase or to prosecute any such claims for refunds or returns, but in the event Seller does not elect to contest such taxes, impositions, exactions, charges, or increases, or to prosecute such claims for refunds, Buyer shall be entitled to an assignment on mutually acceptable conditions of all to Seller's rights and causes of action in the premises.

Shipments: When the basis of shipment is F.O.B., delivery of goods by the Seller to the carrier at point of shipment shall constitute delivery to Buyer. Buyer shall furnish Seller complete shipping instructions (and when required, the necessary containers) at least seven (7) days before the time of shipment. If there is more than one installment of goods shipped or stipulated herein to be shipped, this Agreement shall be construed to be severable as to each installment, except where such construction would be in direct conflict with the provisions hereinafter set forth under "Rights of Buyer" and "Rights of Seller," and breach or default of either Buyer or Seller as to any installment or installments shall not give the other party a right to cancel this Agreement, except as herein otherwise expressly provided.

Title & Risk Loss: Unless otherwise stated in this Agreement or any other contract between the parties, title to the Goods and risk of loss shall pass to Buyer when the Goods sold hereunder are placed in the hands of the carrier, and Buyer hereby assumes all responsibility for shortages, losses, delays or damage in transit thereafter.

Inspection: Buyer hereby waives any claim or defense based on the quality of the Goods specified herein, unless within ten (10) days after

Buyer learns by use or otherwise of the defect complained of, but in any event within forty-five (45) days after receipt of notice of arrival of said Goods at destination, Buyer sends Seller at Seller's main office a letter by registered mail to Director of Quality, Ardent Mills, 1875 Lawrence Street, Denver, CO 80202 specifying the nature of the complaint.

Limited Warranty: Seller warrants (i) that the Goods sold hereunder, as of the date of shipment, will conform to the agreed upon specifications, if any; and (ii) Seller has the right to convey good title to the goods and/or services. **EXCEPT FOR THE FOREGOING, SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

Limitation of Liability: Any claim by Buyer (i) that any goods or services do not conform to the agreed-specification or (ii) made otherwise with respect to the goods or services must be made promptly and will be deemed to be waived unless received, in writing, by Seller within thirty (30) days after the delivery of the goods or services. Buyer's exclusive remedy and Seller's exclusive liability for delivery of nonconforming goods or services or for breach of warranty is expressly limited to, at Seller's option, (i) replacement of the nonconforming goods or services, or (ii) refund of the purchase price to the extent already paid. All nonconforming goods must be returned to Seller, or, at Seller's discretion, disposed of by Buyer in a manner acceptable to Buyer and Seller. **SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM BUYER'S PURCHASE OR USE OF SUCH GOODS OR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING THEREFROM. SELLER'S TOTAL LIABILITY TO BUYER FOR ANY BREACH OF THIS LIMITED WARRANTY, OR FOR ANY CLAIM THAT THE GOODS DELIVERED HEREUNDER WERE DEFECTIVE OR NON-CONFORMING, SHALL BE LIMITED TO THE INVOICE PRICE OF ANY GOODS SHOWN TO BE DEFECTIVE, NON-CONFORMING, OR IN VIOLATION OF THE LIMITED WARRANTY PROVIDED HEREIN.** Any action or claim under this Agreement shall be commenced within one (1) year after delivery of the respective Goods to Buyer.

Indemnification: Buyer shall be solely responsible for determining the adequacy of the Goods sold hereunder for any and all uses to which Buyer shall apply said Goods. Buyer agrees to hold Seller harmless from and against any and all claims arising out of connected with or in any way related to Buyer's use of the Goods and to indemnify Seller against any and all such claims, suits, loss, damage, or other liability which may arise in connection with Buyer's use of the Goods covered by this Agreement.

Default: Each parties respective rights to terminate upon default shall be as follows: (i) Buyer fails to make any payment when due, fails to perform any other of its obligations hereunder, or breaches any other agreement between the parties, or if Buyer makes any assignment for the benefit of its creditors, or if a petition under any State or Federal bankruptcy or insolvency law is filed by or against Buyer, or if a receiver of Buyer's property is appointed, then Buyer shall be in breach of this Agreement, and Seller shall, in addition to any other remedy, have the right to immediately withhold further deliveries and/or the right to terminate this Agreement immediately by written notice to Buyer and settle any outstanding contract equity that Buyer may have in the Agreement based on market values as of the date that the notice is sent by Seller or received by Seller; or (ii) Seller fails to perform any Goods obligations hereunder, then Seller shall be in breach of this Agreement, and Buyer shall, in addition to any other remedy, have the right provide a 30-day written notice of termination to Seller and if Seller fails to cure such breach within such 30-day notice period then Buyer shall have the right to terminate this Agreement immediately by written notice to Seller and settle any outstanding contract equity that Buyer may have in the Agreement based on market values as of the date that the notice is sent by Seller or received by Seller. Any such notice under this provision sent by Buyer to Seller shall be sent to: Vice President of Sales, Ardent Mills, 1875 Lawrence Street, Denver, CO 80202 and any notices from Seller to Buyer shall be to the contact name and address set forth in the invoice or order Agreement.

Provisions for Automatic Extension: If Buyer fails to furnish complete shipping instructions (and when required, the necessary containers) to reach Seller at his main office ten (10) days before the date for any shipment specified herein or before the final date specified for shipment, then Seller (in its sole discretion) may elect to exercise its right to terminate the Agreement or automatically be extended the Agreement from day to day until Buyer furnishes complete shipping instructions (and when required, the necessary containers) in accordance with the provisions of this Agreement. In addition, Seller may assess Buyer carrying charges, demurrage, detention and/or other charges or penalties if Buyer fails to take timely delivery of any goods and/or services or fails to provide complete shipping instructions in accordance with the provisions of this Agreement.

Seller's Intellectual Property: Buyer may not use Seller's trade names, trademarks, logos, service marks, or other proprietary marks.

Confidential Information: All information provided by Seller hereunder, including, but not limited to, the terms and conditions of this Agreement must be held in confidence by Buyer. This obligation shall survive the termination or expiration of this Agreement.

Waiver: Waiver by either party of any default of the other shall not operate to excuse the defaulting party from further compliance with this contract. If Buyer fails to make any payment under this contract, when due, Seller, in addition to other legal remedies, shall have the right to terminate this contract.

Force Majeure: A party will be excused from a failure to perform or a delay in performance caused by events beyond its reasonable control if that party (i) takes reasonable efforts to remove the cause of its inability to perform or its delay in performance and (ii) gives prompt notice to the other party of the particulars of its inability or delay. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner determined by Seller to be fair and equitable. Seller will have the right to terminate this Agreement, without any liability to Buyer, if either party's performance is excused for more than twenty (20) calendar days.

Right to Offset: Without limiting Seller's other rights and remedies, Seller has the right to set off and/or net its obligations under this Agreement against any debts, claims or obligations owed by Buyer to Seller.

Assignment: Neither party may assign this contract without the express written consent of the other party. This Agreement will be binding

upon and inure to the benefit of the parties and their heirs, administrators, executors, successors and permitted assigns.

NGFA® Arbitration of Disputes: If the Goods are commodity grains products, or millfeed or grain by-products, the parties to this contract agree that the sole remedy for resolution of any and all disagreements or disputes arising under or related to this contract shall be through arbitration proceedings before the National Grain and Feed Association (NGFA) pursuant to the NGFA® Arbitration Rules. The decision and award determined through such arbitration shall be final and binding upon the Buyer and Seller. Judgment upon the arbitration award may be entered and enforced in any court having jurisdiction thereof. (Copies of the NGFA® Arbitration Rules are available from the National Grain and Feed Association, 1250 Eye Street, N.W., Suite 1003, Washington, D.C. 20005; Telephone: 202-289-0873; Website: <http://www.ngfa.org>). If the Goods are packaged or bulk flour, then the parties to this contract agree that resolution of any and all disagreements or disputes arising under or related to this contract shall be through arbitrations proceedings before the American Arbitration Association pursuant to the Commercial Arbitration Rules, and such arbitration shall take place in Denver, Colorado.

NGFA® Trade Rules to Apply: If the Goods are commodity grains products, or millfeed or grain by-products, this contract shall be subject to the Trade Rules of the National Grain and Feed Association (NGFA), which are incorporated herein. (Copies of the NGFA® Trade Rules are available from the National Grain and Feed Association, 1250 Eye Street, N.W., Suite 1003, Washington, D.C. 20005; Telephone: 202-289-0873; Website: <http://www.ngfa.org>). If the Goods are packaged or bulk flour, then the NGFA Trade Rules shall not apply to this contract, and this contract shall be subject and interpreted in accordance with the laws of the State of Colorado.

Destination Control Clause: The goods, services and/or intellectual property subject to this Agreement, if intended to be exported (or re-exported) from the United States, will be exported (or re-exported) in accordance with the U.S. Export Administration Regulations. Diversion contrary to U.S. law is prohibited. The goods, services, and/or intellectual property may not be resold to, disposed of, or transported on or by a carrier owned, flagged, leased, or chartered by, any country (including Cuba), person or entity which would cause Seller to be in violation of or be penalized by United States or other applicable economic sanctions laws. Additional information is available from Seller upon request.

Cross-Border Trades in North America: The following international conventions will NOT apply to this Agreement: (i) the Uniform Law on the Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods, (ii) the United Nations Convention on Contracts for the International Sale of Goods of 1980 and (iii) the United Nations Convention on the Limitations Period in the International Sale of Goods, concluded in New York on 14 June, 1974, and the Protocol Amending the Convention on the Limitations Period in the International Sale of Goods, concluded in Vienna on 11 April, 1980.

Governing Law: The laws of the State of Colorado will govern this Agreement.

Notices: Any notices required under this Agreement shall be deemed properly given when sent via facsimile transmission and/or certified mail, return receipt requested, to Buyer or Seller, at the address on the face hereof, or at their principal place of business, and, in any event, with a copy to Ardent Mills, LLC, Attn: General Counsel, 1875 Lawrence Street, Denver, CO 80202. Notice hereunder shall be deemed to have been given on the date posted or faxed.

Entire Agreement: This Agreement, together with any invoices issued hereunder and any other written contracts executed pursuant to this Agreement, incorporate all the understandings of the parties with respect to the matters contained herein and supersede all prior agreements, negotiations or communications, whether oral, written, or implied concerning the subject matter of this Agreement. If Buyer has completed a credit application, the terms and conditions of the credit application are incorporated herein. If these Terms are ordering goods and/or services from an existing sales agreement between Buyer and Seller that expressly overrides the pre-printed terms and conditions in this Agreement, the terms and conditions in that sales agreement will control this sale. These Terms may not be changed except with the written agreement of the Buyer and Seller and may not be waived except with the written consent of the waiving party. Except for any formal written sales agreement signed by both parties, in the event of any discrepancy between this Agreement and any invoice or other agreement between the parties, the terms of this Agreement shall control.

Severability: If any provision of this Agreement is held to be invalid, illegal or unenforceable, either in whole or in part, that holding will not affect the validity, legality or enforceability of the remaining provisions of this Agreement.