

BYPRODUCTS SALE AGREEMENT

THIS AGREEMENT is entered into effective as of _____ between American Crystal Sugar Company, a Minnesota corporation whose address is 101 North Third Street, Moorhead, MN 56560 (“American Crystal”) and the undersigned buyer (“Buyer”). American Crystal hereby agrees to sell and Buyer agrees to buy, the byproducts described below (collectively, the “Byproducts”) on the terms and conditions set forth below and on the Byproducts Sale Terms and Conditions available at: <https://www.crystalsugar.com/agri-products/pulp-tailings/>, as the same may be revised from time to time by American Crystal (the “Terms and Conditions”).

Applicable Byproducts:

Please check all that you would like to purchase:

- Pressed Pulp
- Wet Pulp
- Sugarbeet Tailings
- Dry Pulp Pellets
- Dry Pulp Fines
- Dry Pulp Shreds
- Pressed Pulp Plus (Drayton Only)

Check all Factories would you like to purchase byproducts from:

- Moorhead
- Hillsboro
- Crookston
- East Grand Forks
- Drayton

Purchase and Sale: The purchase and sale of Byproducts will be accomplished through an electronic reservation system as further described in the Terms and Conditions. Buyer desires to participate in the electronic reservation system and agrees that purchases made through that system will be binding on Buyer. Buyer provides the following information to facilitate participation in the electronic reservation system:

Buyers Name: _____ Customer # (If Known): _____

Buyers Address: _____

City: _____ State: _____ Zip: _____

Buyers Email: _____ Cell Phone: _____

Persons Authorized to Purchase Byproducts on Buyer’s Behalf:

<u>Name</u>	<u>Cell Phone</u>
1. _____	_____
2. _____	_____
3. _____	_____

**Note: Changes in authorized buyers must be submitted in writing.

Please indicate the number of hauler cards requested: _____

Delivery: Beginning August 1st, 2024, and continue through July 31st, 2025, American Crystal will deliver the Byproducts to Buyer by loading the Byproducts into Buyer’s vehicle at the applicable factory location as further described in the Terms and Conditions. Unless Buyer can establish to American Crystal’s satisfaction that a greater load weight is legally permitted, American Crystal will load a maximum of 50,000lbs into Buyer’s vehicle. American Crystal reserves the right to load less than 50,000lbs if American Crystal determines that Buyer’s truck cannot handle such volume. Requests and documentation to support a greater load weight must be submitted in writing.

The sale of Byproducts is subject to the Byproducts Sale Terms and Conditions, available at: <https://www.crystalsugar.com/agri-products/pulp-tailings/>

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

AMERICAN CRYSTAL SUGAR COMPANY

BUYER

By: _____

By: _____

Its: Business Development Engineer

Print Name: _____

Its: _____

PREFERRED BID BYPRODUCTS SALE AGREEMENT

THIS AGREEMENT is entered into effective as of the date of last signature below between American Crystal Sugar Company, a Minnesota corporation whose address is 101 North Third Street, Moorhead, MN 56560 (“American Crystal”) and the undersigned buyer (“Buyer”).

BID

Buyer hereby indicates its bid for the byproducts described below (collectively, the “Byproducts”). Total Tons Bid should equal the total number of tons requested for the 2024-25 season. Example: Buyer bids 500 tons at 4 factories but only want 500 tons total, Total Tons Bid should equal 500. Bid price and rank will determine where the bid is accepted. To indicate that Buyer wants bids accepted from multiple sites, Total Tons Bid should equal the sum of all bids.

PRESSED PULP BID

Check the box, rank, enter bid price, and tons by factory for pressed pulp (leave blank if not bidding):

<u>Factory</u>	<u>Minimum Bid</u>	<u>Rank</u>	<u>Per Ton Bid Price</u>	<u>Tons</u>
<input type="checkbox"/> Moorhead	\$5.00	_____	_____	_____
<input type="checkbox"/> Hillsboro	\$5.00	_____	_____	_____
<input type="checkbox"/> Crookston	\$5.00	_____	_____	_____
<input type="checkbox"/> E. Grand Forks	\$5.00	_____	_____	_____

Minimum Monthly Quantity (tons): _____ Total Tons Bid: _____

American Crystal hereby accepts the bid for _____ .

TAILINGS BID

Check the box, rank, enter bid price, and tons by factory for tailings (leave blank if not bidding):

<u>Factory</u>	<u>Minimum Bid</u>	<u>Rank</u>	<u>Per Ton Bid Price</u>	<u>Tons</u>
<input type="checkbox"/> Moorhead	\$5.00	_____	_____	_____
<input type="checkbox"/> Hillsboro	\$0.00	_____	_____	_____
<input type="checkbox"/> Crookston	\$0.00	_____	_____	_____
<input type="checkbox"/> E. Grand Forks	\$0.00	_____	_____	_____

Minimum Monthly Quantity (tons): _____ Total Tons Bid: _____

American Crystal hereby accepts the bid for _____ .

AGREEMENT

If acceptance is indicated above, American Crystal hereby agrees to sell and Buyer agrees to buy, the Byproducts on the terms and conditions set forth above and on the Terms and Conditions located at <https://www.crystalsugar.com/agri-products/pulp-tailings/>, as the same may be revised from time to time by American Crystal (collectively, the “Agreement”). **Delivery period for this Agreement begins August 1st, 2024 and continues until campaign ends in June 2025.**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of last signature.

AMERICAN CRYSTAL SUGAR COMPANY BUYER

By: _____ By (Sign): _____

Print Name : Aaron Sawatzky Print Name: _____

Its: Business Development Engineer Its: _____

Date: _____ Date: _____

FORM 5

STORAGE SITE SUITABILITY CHECKLIST

AMERICAN CRYSTAL SUGAR COMPANY

TO BE FILLED OUT BY OWNER OF SITE or CONTRACTOR

If filled out by Contractor, site owner must sign, and their contact information must be provided for site inspection if deemed necessary by American Crystal. Each site requires its own suitability checklist.

Please type or print:

Name (person filling out form): _____

Customer Number (if known): _____

Site Address: _____

City: _____ State: _____ Zip: _____

County: _____ Township Name: _____

Does site meet suitability outlined criteria below? _____

<input type="checkbox"/> Site shall not be located within 200 feet of a river, lake, creek or drainage area.
<input type="checkbox"/> Site shall not be located in an area prone to flooding.
<input type="checkbox"/> Site shall not be located within 1000 feet of a residential community or inhabited dwelling unless permission has been received prior to delivery of waste.

Feeding Operation:

• Will by-product be stockpiled? _____ If yes, for how many days: _____

• Estimated animal units: _____

Contractor hauling? _____ Name of Contractor: _____

Owner of Site Name (please print): _____

Owner phone # (for site inspection): _____

Owner Email (for electronic Signature) _____

Signature of Owner: _____ Date: _____

Signature of Contractor: _____ Date: _____