

BEN-TREI FERTILIZER COMPANY, L.L.C. ("Seller")
General Terms and Conditions
SALES CONTRACT

ENTIRETY: The entire contract between the parties is contained in this written agreement, and no representation or oral agreement or understanding not contained in this contract shall effect or alter same. Acceptance of Buyer's order shall be conditioned upon its acceptance of the terms and conditions contained herein. No additional terms that purport to vary the terms and conditions hereof shall be binding upon Seller and Seller does hereby object to any such additional terms, unless agreed to in writing.

LOADS: If this contract specifies a fixed number of truck loads or railcar loads; a "truck load" shall mean approx. 25 tons for dry and liquid fertilizer or approx. 20 tons for Anhydrous Ammonia, and "car load" shall mean approx. 100 tons for dry and liquid fertilizer or approx. 80 tons for Anhydrous Ammonia, unless otherwise specified in this contract. Seller's weight taken at shipping points shall govern. Seller shall use its best efforts to deliver the Product by the delivery date stated in the Contract. If this contract specifies a fixed quantity, it will be necessary to settle overfills and underfills at the then current market value. On fixed quantity contracts a 5% or 10 ton variance, whichever is less, will be permissible in the fulfillment of a contract.

a. "Contract Basis" shall be the difference between contract price and value of futures of the appropriate commodity at the close of the day on which the contract was made, and for the month appropriate to the shipment period of the contract.

b. "Market Value" is the sum of the Contract Basis and the value of the futures, for the month appropriate to the shipment period of the contract, on the close of the day on which the overfill/underfill becomes known to both the Buyer and the Seller.

In the event that product sold is not a commodity that is traded in the futures market, market value shall be prevailing cash price at the time which the overfill or underfill became known to the Buyer and the Seller and for the location where the overfill or underfill occurred.

PAYMENT: Seller and Buyer agree that all prices specified are payable net cash upon receipt of invoices unless otherwise agreed in this contract. Any amounts owed hereunder and not paid when due by Buyer shall be subject to a service charge thereon at the rate of 18% APR from the delinquent date, but in no event higher than the highest legal rate permissible. Buyer shall be responsible for all of Seller's costs of collection.

If, in Seller's judgment, Buyer's credit shall become impaired at any time, Seller shall forthwith have the right to decline to make deliveries hereunder except for cash until such time as Buyer's said credit has been re-established to Seller's satisfaction.

If Buyer fails to fulfill the terms of order, purchase, or payment specified under this or any other contract confirmation with Seller, then Seller, without prejudice to other lawful remedies, may at its option give notice to Buyer and defer further shipments hereunder until such default is corrected, recall product in transit, treat the default as a breach hereof, or terminate this contract and/or cancel any other outstanding contract confirmation or sales order with Buyer.

CLAIMS: Shortages or damage of product or the presence of foreign material must be brought to the attention of the local rail agent or truck driver at the time of delivery and stated in writing on the delivery papers in order to initiate a claim. Claims on account of weight, quality, loss of or damage to said goods are waived by Buyer unless made in writing upon receipt of product, after arrival of product at destination, and Seller's liability for damages, proven to Seller's satisfaction, shall be to refund to Buyer, if paid, the purchase price of that part of said goods which is subject to the condition or cause on which claim is based, or to replace the goods, and shall in no event exceed the purchase price of the particular delivery with respect to which such damages are claimed. In no event shall Seller be liable for any lost profits or other consequential, special or incidental damages of Buyer or Buyer's customers.

LIMITED WARRANTY: Seller warrants to Buyer only that the Product, when delivered will conform to the specifications set forth herein. Delivery of manufacturer's weight certificate and analysis certificate, shall be evidence of compliance with this limited warranty. THIS WARRANTY IS BUYER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, COVENANTS OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, WHETHER ARISING BY LAW, CUSTOM OR CONDUCT. Any claim for breach of this limited warranty must be received by Seller within fifteen (15) days of delivery. Buyer assumes all risk of use of the Product and agrees to indemnify and hold Seller harmless against all claims of loss and expense relating thereto.

SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. IN NO CASE SHALL SELLER BE LIABLE FOR DAMAGES RELATING TO THE PRODUCT IN EXCESS OF THE PURCHASE PRICE.

DEFAULT: In addition to Seller's remedies under the Uniform Commercial Code, Buyer shall be in default hereunder upon the occurrence of any of the following:

A. Failure or refusal of Buyer to comply with any provisions hereof;

B. Failure or refusal by any third party to issue, advise, confirm, negotiate, extend or reissue any Letter of Credit or other documentary arrangement provided for hereunder;

C. If Buyer or any third party issues a Letter of Credit or other documentary arrangement hereunder shall become unable to pay its debts as they become due, shall file a voluntary petition or be declared bankrupt or insolvent, or make a general assignment for the benefit of creditors; or

D. If a Trustee, receiver or liquidator be appointed for any material portion of assets of Buyer or any third party issuer of a Letter of Credit or other documentary arrangement.

REMEDIES: Upon the occurrence of any event of default, Seller may exercise any or all rights and remedies hereunder or at law or inequity, including but not limited to:

A. Accelerate and declare all remaining sums due and payable.

B. Draw against any Letter of Credit or other documentary arrangement issued hereunder.

C. Without notice immediately and without further action, to set off against the liabilities of Buyer hereunder all money owed by Seller to Buyer, or any other person or entity obligated hereunder, in any capacity, whether due or not due; and to set off against all other liabilities of Buyer to Seller all monies owed by Seller to Buyer or any other person or entity obligated hereunder in any capacity, whether due or not due. Seller shall be deemed to have exercised such right of setoff upon the occurrence of any such default.

D. Exercise any and all rights to lien, security interest or other charge against any Product sold hereunder or under any other arrangement for the sale of any product to Buyer.

E. Withhold delivery of the Product or any other product sold to Buyer.

F. Stop delivery by any bailee of any Product sold hereunder or any other product sold to Buyer.

G. Resell and recover damages.

H. Cancel this Contract.

The foregoing rights and remedies shall not be deemed exclusive and are in addition to any other rights and remedies provided hereunder, at law or in equity.

APPLICABLE LAW: This Contract shall be governed by, and construed and enforced in accordance with the laws of the State of Oklahoma, United States of America, without regard to its provisions concerning conflict of laws. If any provision hereof be held invalid or unenforceable, the remaining provisions shall be nonetheless valid.

NOTICES: The parties agree that any Notice hereunder may be sent to the addresses of the respective parties set forth above.

SPECIAL CONDITIONS:

A. INCOTERMS 2000 to apply.

B. Any taxes levied against product or freight after loading at the FOB point will be for the account of Buyer.

C. Seller's contract shall govern.

FORCE MAJEURE: Failure of performance by Seller hereunder shall be excused if such failure is due to act of God, war labor difficulties, natural disaster, accident, inability to obtain freight, terrorism, failure of equipment or any other causes beyond control of Seller.