

Delivery Ticket Transfer and Corrections Policy

General Policy

It shall be company policy that American Crystal Sugar Company shareholders are allowed delivery ticket transfers and corrections to be made through the 7th day following the date of station closure to which the delivery was made or October 31, whichever ever occurs first. Delivery ticket transfer refers to any delivery that is transferred from one contract to another. A service fee of \$10 per delivery ticket transfer will apply to all transfers that exceed 3% of a grower unit's total deliveries, and no delivery tickets will be allowed to be transferred more than one time.

Miscellaneous Provisions

- i) Delivery ticket transfer fees will be deducted from the March payment of the contract that the delivery ticket is transferred to.
- ii) All delivery ticket transfer requests must be prepared prior to arrival at the local agriculture office.
- iii) American Crystal Sugar Company shall have the right to allow exceptions to this policy in appropriate circumstances to avoid undue hardship on a shareholder; provided similarly situated shareholders shall be treated equally.
- iv) American Crystal Sugar Company shall have the right to amend or suspend this policy in the event deliveries are made on or after November 1.

REDUCTION OF LATE HARVEST PROGRAM

Introduction.

This Program has been adopted by the Board of Directors pursuant to the Five Year Agreement between the Company and each of its shareholders. The Program is intended to encourage the efficient operation of the Company's piling sites and provide shareholders with an incentive to complete their harvest in a timely manner.

General Policy.

It shall be the Policy of the Company to impose a late harvest payment on all shareholders that deliver sugarbeets to a piling site after the "Trigger Time" (as defined below) for that piling site. The late harvest payment shall be based on harvest units (as reflected in Company records) and shall be \$100 per hour of operation of the piling site for each hour that the piling site is open for the benefit of multiple harvest units, and shall be \$200 per hour of operation of the piling site for each hour that the piling site is open for the benefit of a single harvest unit. If a shareholder is not complete with their harvest 96 consecutive hours after the "Trigger Time", the late harvest payment will double (\$200 per hour for multiple harvest units and \$400 per hour for single harvest unit delivering) until they complete their harvest. The late harvest payment for a harvest unit shall be apportioned among those shareholders on whose behalf the harvest unit has made the late deliveries, based on the volume of deliveries for each such shareholder.

Determination of Trigger Time.

The "Trigger Time" shall be the first to occur of the following: (i) the point in time that a piling site has operated for 36 hours after 98% of the sugarbeets were actually delivered to that piling site; or (ii) 48 consecutive hours following the time that all but one harvest unit to deliver sugarbeets to a piling site have completed their deliveries to that site. The actual Trigger Time for purposes of calculating the late harvest payment shall be determined following completion of the harvest.

Miscellaneous Provisions.

The following terms and conditions shall apply to the operation and enforcement of this Program:

- (i) The late harvest payment shall be applied against the shareholder contract(s) with respect to which the deliveries are made. The late harvest payment shall be deducted from the beet payment(s) to be made to the affected shareholder(s).
- (ii) The late harvest payment shall apply for each hour after the Trigger Time that the piling site is open at the request of an affected harvest unit, regardless of the actual hours the harvest unit is actively harvesting sugarbeets. A shareholder within a harvest unit will not be charged a late harvest payment for any period that the harvest unit is not harvesting, provided that the harvest unit has notified the

Company that it will not be delivering sugarbeets. Notwithstanding the prior sentence, the minimum interval for operation of a piling site will be 2 hours.

- (iii) The late harvest payment will not be charged with respect to any shareholder that completes harvest within the first 240 hours of piling site operation during the main harvest, even if the Trigger Time has been reached.
- (iv) A shareholder may avoid the late harvest payment by completing deliveries to another piling site for which the Trigger Time has not yet been met. However, freight charges assessed against a shareholder shall be based on the piling site where deliveries are actually made.
- (v) If the Company determines that a piling site is or is anticipated to be over its capacity to receive and store sugarbeets, the shareholder may not be permitted to deliver to that site, at the sole discretion of the Company, in which case no late harvest payment will be charged.
- (vi) The Vice President of Agriculture/COO shall have the right to grant exceptions to this Program in appropriate circumstances to avoid undue hardship on a shareholder; provided that similarly situated shareholders shall be treated equitably.
- (vii) If a shareholder does not complete his harvest within 96 consecutive hours after the trigger time for two consecutive years, the shareholder will not be eligible to plant additional acres (acre increase acres) for five consecutive years if and when offered by the Company.

Reservation of Rights.

The Company (acting through the Board of Directors) reserves the right to amend, suspend or rescind this Program at any time by providing written notice to the Company's shareholders.

Adopted by the Board of Directors on February 27, 2002.

Revised by the Board of Directors on December 6, 2002.

Revised by the Board of Directors on June 24, 2009

Revised by the Board of Directors on September 26, 2012

Revised by the Board of Directors on January 21, 2015