

GRAIN DEALER'S BOND

STATE OF ALABAMA

_____ COUNTY

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____

_____, as principal, and _____

_____, a surety company authorized to do business in the State of Alabama, as surety, are held and firmly bound unto the STATE OF ALABAMA,

and Commissioner of Agriculture and Industries, in the sum of _____ Dollars, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that under and in accordance with Act No. 81-391, Acts of Alabama, 1981, the Commissioner of Agriculture and Industries has approved the application of the said _____

(Name of Principal)

for a license to operate as a Grain Dealer, and where the storage of grain is to be undertaken at _____

in the said county for the period ending October 1, _____, and has fixed the amount of the Bond to be furnished by said applicant at the above named amount.

Now, if the said _____ shall faithfully perform all the duties required under the provisions of Act No. 81-391, Acts of Alabama 1981, and shall pay when due for all grain purchased from producers of grain, then this Bond shall be null and void.

This bond will otherwise remain in full force and effect subject to the following added terms, conditions and limitations:

This bond shall apply only to transactions occurring on or at any time after the date hereof, and before the effective date of termination hereof as hereinafter provided.

The liability of the surety under this bond shall not exceed _____

Dollars (_____), and when the surety shall have paid that amount whether in one payment of the aggregate or several payments for, upon or by reason of one or several breaches of any conditions hereof. The liability of the Surety shall immediately cease and terminate.

The surety shall notify the Commissioner of Agriculture and Industries of the State of Alabama of any claim filed with it under this bond at the time of receipt of such claim.

The term "person" as used in this bond shall be construed to mean and include both singular and plural, corporations, partnerships, associations, individuals, and their heirs, executors, administrators, successors, or assigns thereof.

The acts, omissions or failures of authorized agents or representatives of said Principal or persons whom said Principal shall knowingly permit to represent themselves as acting for said Principal shall be taken and construed to be the acts, omissions or failures of said Principal and to be within the protection of this bond to the same extent and in the same manner as if they were the personal acts of said Principal.

Any claim for recovery on this bond must be filed in writing with the Trustee at 1445 federal Drive, Montgomery, Alabama 36107-1123 within 120 days of the date of the transaction upon which the claim is filed. Failure to file within the above time may relieve the Trustee of any obligation to pay said claim.

The bond may be terminated by either party by delivering a written notice of termination to the other party, and to the Commissioner of Agriculture and Industries of the State of Alabama, at least 60 days prior to the effective date of such termination. In the event that the surety named herein writes a new bond to replace this bond, the 60 day termination provision will be waived and this bond will become terminated as of the effective date of the replacement bond after it is approved by the Commission of Agriculture and Industries.

IN WITNESS WHEREOF the parties hereto have executed this bond under their seals on this the _____ day of _____, _____.

Principal

Surety

By _____

By _____

Attorney-In-Fact

Trustee