



**Blue Diamond Growers
IRREVOCABLE ASSIGNMENT**

You are hereby authorized and directed to divide the proceeds of the 20 _____ almond crop(s) delivered under my Member Contract # _____ as follows:

_____ % to _____
_____ % to _____
_____ % to _____

and _____ to me (us).

Proceeds shall mean all monies and payments of any kind, including but not limited to refunds, equities, benefits, book credits and certificates evidencing rights to receive payment in any form from Blue Diamond for said crop. Assignor directs and authorizes Blue Diamond to deliver such proceeds to the above named assignee, and authorizes assignee to receive and give releases for proceeds. This assignment is irrevocable.

It is understood that such payment will be made subject to and in accordance with the crop agency agreement, rules, regulations and Bylaws of Blue Diamond, and that it is my obligation to see that the almonds are delivered to Blue Diamond for marketing in accordance with the terms of my crop agency agreement with Blue Diamond.

_____/_____
Witness Date

_____/_____
Member's Signature Date

_____/_____
Witness Date

_____/_____
Member's Signature Date

**ASSIGNEES CONSENT TO INCLUDE CERTAIN NON-CASH DISTRIBUTIONS AND ALLOCATIONS
IN GROSS INCOME UNDER SUBCHAPTER T OF THE INTERNAL REVENUE CODE**

ASSIGNEE hereby consents and agrees to include in ASSIGNEE'S gross income in ASSIGNEE's taxable year in which received by ASSIGNEE as provided in Internal Revenue Section 1385 (a), the stated dollar amount of any distributions from BLUE DIAMOND GROWERS made to ASSIGNEE pursuant to the assignment which constitute qualified written notices of allocation or qualified per-unit retain certificates as defined in Internal Revenue Code Section 1388.

_____/_____
Witness Date

_____/_____
Assignee's Signature Date

_____/_____
Witness Date

_____/_____
Assignee's Signature Date

_____/_____
Witness Date

_____/_____
Assignee's Signature Date

Completed W-9 Required

.....FOR OFFICE USE ONLY.....

ACCEPTANCE OF ASSIGNMENT: Blue Diamond hereby accepts the above assignment, subject to whatever sums Blue Diamond may be entitled to withhold under its agency agreement with the assignor; and certifies that a notation thereof has been made upon the records of Blue Diamond; and that except as herein stated, as of this date Blue Diamond has no record of the receipt of notice of any prior existing assignment of proceeds which may become payable under the above-mentioned crop agency agreement with Blue Diamond, except as herein provided, for crops of the years above-specified.

Date

Blue Diamond Growers

NOTE: A signed copy will be returned to you after our acceptance.

P.O. Box 1768. Sacramento. California 95812 (916) 442-0771