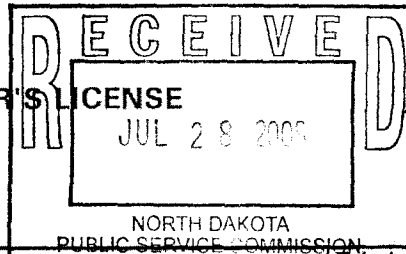




APPLICATION FOR ROVING GRAIN BUYER'S LICENSE
PUBLIC SERVICE COMMISSION
 SFN 52016 (Rev. 05-2001)



#2740
 Rec #6159
 \$500.00
 ANNUAL LICENSE PERIOD
 EXPIRES JULY 31
 FEE \$200.00
 NDCC 60-02.1

Individual or Firm Name Dakota Dry Bean Inc	Fax Number 701-775-7608	Telephone Number 701-746-7493	
Mailing Address P.O. Box 5874	City Grand Forks	State ND	Zip Code 58206
Name of General Manager David Polries	Number of Haulers Requiring Certificate of License: 1		
Volume Estimate: How many bushels of grain do you expect to purchase or merchandise on behalf of its owners during your first year in operation? 300,000 Bu			

PARTNERS IF OPERATED BY A PARTNERSHIP

NAME	ADDRESS

NAMES & TITLES OF OFFICERS IF OPERATED BY A CORPORATION

TITLE	NAME	ADDRESS
President	David Polries	5100 6th Ave N, Grand Forks, ND 58203
Secretary	Kimberly Polries	" " "

STATE OF North Dakota)
) SS
 COUNTY OF Grand Forks)

David Polries being duly sworn, says he/she is the owner or official named in the foregoing application for Roving Grain Buyer's License, and that the facts stated in the application are true to his/her own knowledge.

David Polries
 Signature of Applicant

Sworn to before me this 23 day of July, 2008

(Seal)

JENNIFER BURRIS-DIRK
 Notary Public
 State of North Dakota
 My Commission Expires Aug. 8, 2012

Jennifer Burris-Dirk
 (Notary Public)

My commission expires 8-8-12



**ROVING GRAIN BUYER'S BOND
PUBLIC SERVICE COMMISSION
SFN 52019 (05-99)**

BOND NO: 105042448

PRINCIPAL

Name Dakota Dry Bean, Inc			
Address P.O. Box 5874	City Grand Forks	State ND	Zip Code 58206

SURETY

Name Travelers Casualty & Surety Company of America			
Address 385 Washington ST., MC104B	City St Paul	State MN	Zip Code 55102

We, the above named PRINCIPAL and SURETY are bound to the State of North Dakota in the penal sum of Ninety Thousand Dollars for the use and benefit of all persons selling grain to or through the PRINCIPAL. The payment of the penal sum shall bind ourselves, our heirs, legal representatives, successors, and assigns, jointly and severally.

The PRINCIPAL has made application to the North Dakota Public Service Commission (Commission), to be licensed as a "Roving Grain Buyer", entitled to do business as such any place within the State of North Dakota.

The condition of this obligation is as follows: if the PRINCIPAL shall (1) faithfully perform all duties as a roving grain buyer, (2) comply with the provisions of law and the rules of the Commission applicable to the business of a roving grain buyer, and (3) pay for all grain purchased or marketed and all sums for which the PRINCIPAL shall become liable to persons dealing with the PRINCIPAL or his agent or agents within the State of North Dakota from loss or damage by reason of any violation of law or rules applicable to the business of a roving grain buyer, then this obligation shall be void, otherwise it shall remain in effect, provided, however, that this surety bond shall not accrue to the benefit of any person entering into a credit-sale contract with the PRINCIPAL.

Liability for this undertaking commences on August 1, 2008, and shall be continuous unless the SURETY by certified mail notifies the PRINCIPAL and the Commission that the surety bond has been canceled. The cancellation notice shall state that the surety bond will be canceled ninety (90) days after the receipt of the cancellation notice or on a later date specified by the SURETY. In no event shall the aggregate liability of the SURETY accumulate for each successive annual license renewal period during which the bond is in force but, for losses during any annual license renewal period, shall be limited in the aggregate to the bond amount stated or changed by appropriate endorsement or rider.

The liability of the SURETY for any violation of the obligations hereof by the PRINCIPAL during the period of time the bond remains in effect, shall remain in force thereafter for such period of time as may be permitted under the laws of the State of North Dakota.

This bond, including definitions of the terms used herein, are governed by the provisions of Chapter 60-02.1 of the North Dakota Century Code.

Countersigned by North Dakota Resident Agent: Name/Signature: <u>Shirley E. Ash</u>			
Address P.O. Box 388	City Jamestown	State ND	Zip Code 58402

THIS SECTION TO BE COMPLETED BY PRINCIPAL

ACKNOWLEDGMENT OF PRINCIPAL

State of North Dakota)
County of Grand Forks) ss.

On this 23 day of July, 2008,
before me personally appeared David Kobier
known to me to be the person or said corporation described in and
who executed the within instrument as PRINCIPAL and
acknowledged to me that he/she or said corporation executed the
same.

David Kobier
Signature of Principal

Dirk
Notary Public

My Commission expires JENNIFER BURRIS-DIRK
Notary Public
State of North Dakota
My Commission Expires Aug. 8, 2012

(SEAL)

THIS SECTION TO BE COMPLETED BY SURETY

**ACKNOWLEDGMENT OF SURETY
(Corporate Officer)**

State of North Dakota)
County of Stutsman) ss.

On this _____ day of _____,
before me personally appeared Larry E Ash
known to me to be Attorney-in-fact
of said corporation that is described in and that executed the within
instrument as SURETY, and acknowledged to me that such corporation
executed the same.

Larry E Ash, Agent
Name and Title of Person Signing for Surety

Shirley E. Ash
Signature

Deanne Johnson
Notary Public

My Commission expires 3-19-2010
Deanne L. Johnson
Notary Public
State of North Dakota
My Commission Expires March 19, 2010

(SEAL)

ATTORNEY-IN-FACT MUST ATTACH VALID POWER OF ATTORNEY FROM SURETY.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 219019

Certificate No. 001897510

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Larry E. Ash

of the City of Jamestown, State of North Dakota, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of August, 2007.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 14th day of August, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of July, 2008.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

IN
OUT

Dakota Dry Bean, Inc.
P.O. Box 5874, Grand Forks, ND 58206
Ph: (701) 746-7493 • Email: dakotabean@gondtc.com
Plant: 43485 Business Highway 2 E., East Grand Forks, MN 56721

NO. **1989**

Minnesota

Warehouse Scale Ticket

The original scale ticket shall be delivered to the Seller or Depositor upon receipt of each load of grain. The warehouse operator shall keep a duplicate copy as a permanent record. The scale ticket shall state specifically whether the grain is received for storage or on contract and/or sold. If the grain is received on contract and/or sold, the price shall be stated on the ticket. All grain delivered to a warehouse operator shall be considered sold at the time of delivery, unless arrangements have been made prior to or at the time of delivery to apply the grain contract or for storage.
M.S. Section 232.23

Is grain received for storage or on contract and/or sold?

State price per bushel if sold, with "Price Label" if price not determined.

NOTICE: Credit contract sales including orders for grain and other commodities are not covered by the grain buyers bond.
M.S. Section 223.17.

THIS IS A MEMORANDUM. Non-negotiable, possession of which does not constitute a receipt for the grain herein.
M.S. Section 232.23

Mgr. _____

OWNERS NAME		DATE	
ADDRESS		ON OFF	
DRIVERS NAME		DAMAGE %	
COMMODITY (KIND OF GRAIN)		THINS	FM %
MOISTURE SHRINK %	PUMP %	TEST WIGHT %	VOMITOXIN
PRICE		TOTAL DOCKAGE %	MOISTURE %
			GRADE
			BIN #

GROSS _____
TARE _____
GROSS NET WT _____
DOCKAGE WT _____
NET WT _____

DAKOTA DRY BEAN INC.

No. 2293

P.O. BOX 5874, Grand Forks ND 58206

DEFERRED PAYMENT CONTRACT

East Grand Forks facility

This AGREEMENT, made and entered into by and between _____, (Buyer), with its principal place of business at _____, (Buyer) and _____, (Seller) whose principal place of business is at _____, (Seller).

The parties hereto hereby promise and agree as follows:

1. Seller has sold (or sells) and Buyer has purchased (or hereby purchases) and acknowledges receipt of the following described grain(s):

Table with 5 columns: RECEIPT NO., KIND OF GRAIN, NET BUSHELS, PRICE, AMOUNT. Includes rows for individual items and summary rows for TOTAL GROSS AMOUNT, LESS DEDUCTIONS, and NET AMOUNT.

- 2. PURCHASE PRICE: As and for the purchase price, Buyer promises to pay the "net amount" stated above.
3. DEFERRED PAYMENT: Which Buyer agrees to pay Seller between the dates of _____ and _____.
4. LIENS: Seller hereby warrants to Buyer that all grain delivered hereunder is now and will remain up to and including the time of delivery, free of all liens, encumbrances or security interests of any kind except as follows: _____.
5. TITLE: Title to the grain shall pass to the buyer at time of delivery.
6. MERCHANTABLE QUALITY: All grain delivered under this contract shall be of merchantable quality, unadulterated, and unrestricted from movement in interstate commerce...
7. TAX CONSEQUENCES: Buyer has made no representations regarding the tax consequences of this contract.
8. ARBITRATION: Buyer and Seller agree that all disputes and controversies between them with respect to this contract shall be arbitrated by the _____ and that judgement may be entered on the arbitration award in any court of competent jurisdiction.
9. BINDING EFFECT: This contract, and any amendments thereto agreed to mutually by the Seller and Buyer, shall be binding upon and inure to the benefit of the parties hereto...
10. FINAL AND COMPLETE AGREEMENT: This contract shall represent the final, complete and exclusive statement of agreement between the parties and may not be modified, supplemented or waived, except in writing signed by both parties.

In witness whereof, the parties have signed this contract this _____ day of _____ (month) _____ (year).

THIS CONTRACT IS NOT PROTECTED BY NORTH DAKOTA STATUTORY WAREHOUSEMAN'S BOND COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY. Seller's Signature _____ Address _____

_____, (Buyer) By _____, (Title) (Witness) _____ (Witness) _____