

Bendish, Annette M.

From: Doug Christensen [doug@grandforkslaw.com]
Sent: Thursday, February 12, 2009 2:49 PM
To: Bendish, Annette M.
Subject: Northwood Mills
Attachments: 20090212144135136.pdf

Annette

-----Original Message-----

From: Doug Christensen [mailto:doug@grandforkslaw.com]
Sent: Thursday, February 12, 2009 2:49 PM
To: Bendish, Annette M.
Subject: Northwood Mills

Ms. Bendish. Attached is a copy of a letter Mr. Sproule received from Travelers, a copy of the Warehouse Bond for \$50,000 and a copy of the Contract of Indemnity give by Paul and Susan Sproule and Northwood Mills to Travelers for the bond. The Sproules and Northwood Mills would like to pay the \$50,000 directly to the PSC rather than have Travelers pay the same. The hope is, in so doing, when Northwood Mills resumes operations it will be able to obtain another bond from Travelers or another company which sells bonds. Please see if the Commissioners would agree to this procedure.thanks

Doug Christensen
Pearson Christensen & Clapp, PLLP
24 North 4th St., P.O. Box 5758
Grand Forks, ND 58206-5758
(Phone) 701-775-0521
(Fax) 701-775-0524

doug@grandforkslaw.com

Statement of Confidentiality:

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-----Original Message-----

From: Copier@grandforkslaw.com [mailto:Copier@grandforkslaw.com]
Sent: Thursday, February 12, 2009 1:42 PM
To: Doug Christensen
Subject:

This E-mail was sent from "RNP8FE602" (C3828).

Scan Date: 02.12.2009 14:41:34 (-0500)
Queries to: Copier@grandforkslaw.com

13 GE-09-31 Filed: 2/12/2009 Pages: 9
Request to Pay \$50,000 Directly to the Commission Rather than have the Bond Company Pay



One Tower Square - Bond Claim
 Mail Drop - 2S1
 Hartford, CT 06183

Elliot Padomacht
 Claim Executive
 Bond & Financial Products Claim
 Phone: (860) 277-4264
 Fax: (888) 201-5528
 Email: EPADERNA@travelers.com

February 12, 2009

Paul Sproule
 PO Box 14867
 Grand Forks, ND. 58208.

| | | | | | |
|-------------------|------------------|------|---------|------------------|------|
| Post-It® Fax Note | 7671 | Date | 2/12/09 | # of pages | (30) |
| To | DOUG CHRISTENSEN | | From | ELLIOT PADOMACHT | |
| Co./Dept. | | | Co. | | |
| Phone # | | | Phone # | | |
| Fax # | 701-775-0524 | | Fax # | | |

PER TEL CONVERSATION

VIA - OVERNIGHT DELIVERY AND FAX

Re: Travelers Casualty & Surety Co. of America
 Our File No.: 090-SC-T0902876-NR
 Bond No.: 037-S-104796578
 Principal: Northwood Mills Lllp (Indemnitor w/ Paul Sproule & Susie Sproule, indiv. 3rd-party indemns.)
 Obligee: State of ND, Public Service Commission
 Lawsuit: Public Service Commission v Northwood Mills and Travelers

Dear Mr. Sproule:

Travelers is in receipt of, among other motion and material papers, an Application For Appointment As Trustee and Motion to Join Surety As Party And For Deposit Of bond Proceeds in an action brought by State of ND, Public Service Commission. Assuming proper service, we calculate the answer date for Travelers to be on or about March 1, 2009(?). A copy of the documents noted above are enclosed.

In accordance with the terms and conditions of our Agreement of Indemnity and generally accepted Surety law, Travelers hereby tenders the defense of this litigation to Northwood Mills Lllp and its Indemnitors, to protect and save harmless Travelers, as its interests may appear, from any loss, cost or expense connected with the above-referenced legal proceeding.

We request that Northwood Mills Lllp provide Travelers with a copy of the response along with any other documents pertinent to the proceeding. Additionally, please provide copies of all pleadings.

If this tender of defense is acceptable, please acknowledge such acceptance by completing and executing page three of the enclosed copy of this letter, and returning it to the undersigned immediately. In the event the tender of defense is not acceptable, please notify me immediately at the telephone number indicated above.

Please understand that our tender of defense is not intended as, nor should it be construed to be, a waiver of our right at our sole discretion to retain counsel to represent the interests of Travelers, at any time during the pendency of this claim, and to thereafter seek reimbursement for all resultant costs, fees and expenses under the terms of the Indemnity Agreement.

Please let us hear from you by February 20, 2009.

Travelers

Northwood Mills Llp

February 12, 2009

Page 2

Sincerely,



Elliot Padernacht

Enclosures

cc: Doug Christensen (Via Fax)

PS - As per our telephone conversation of February 11, 2009, with attorney Doug Christensen, it was our understanding that, in all probability, you would be making a cash payment to the ND Public Service Commission and obtaining a release of our bond.

Travelers

Northwood Mills Llp

February 12, 2009

Page 3

Tender of Defense Accepted By:
Northwood Mills Llp/Paul Sproule/Susie Sproule

(SIGNATURE)

(PRINTED NAME)

(TITLE)

(DATE)

The law firm retained by Northwood Mills Llp to represent and protect the interest of both Northwood Mills Llp and Travelers at the sole expense of Northwood Mills Llp is:

FIRM: _____

NAME: _____
(Primary Attorney)

ADDRESS: _____

TELEPHONE NO.: _____

FACSIMILE NO.: _____

Our File No.: 090-SC-T0902876-NR



GRAIN ELEVATOR WAREHOUSE BOND
PUBLIC SERVICE COMMISSION
 SFN 7573 (04-2000)

BOND NO:
 104 796 578

PRINCIPAL

| | | | |
|-------------------------------|--|------------------------|-------------|
| Name Northwood Mills, LLLP | | | |
| Address P. O. Box 14867 | | City Grand Forks | State ND |
| | | Zip Code 58208-4867 | |

SURETY

| | | | |
|--|--|-------------------|--------------|
| Name Travelers Casualty and Surety Company of America | | | |
| Address 1 Tower Square | | City Hartford | State Ct. |
| | | Zip Code 06183 | |

We, the above named PRINCIPAL and SURETY are bound to the State of North Dakota in the penal sum of fifty thousand and no/100 \$50,000.00 Dollars. The payment of the penal sum shall bind ourselves, our heirs, legal representatives, successors, and assigns, jointly and severally.

The PRINCIPAL is the operator of a public warehouse(s) doing business in North Dakota. The warehouse(s) operated by the PRINCIPAL is(are) located as follows: 530 35th St., Northwood, N. D. 58267

The warehouse(s) described above is(are) to be operated pursuant to the law for receiving grain for buying, selling, storing, or shipping for compensation. The surety bond shall cover the warehouse(s) operated by the PRINCIPAL as a whole and not a specific amount for each.

The condition of this obligation is as follows: if the PRINCIPAL shall (1) faithfully perform all duties as a public warehouseman, (2) comply with the provisions of law and the rules of the North Dakota Public Service Commission (Commission) relating to the storage and purchase of grain by a warehouseman, and (3) pay for all grain purchased and all sums for which the PRINCIPAL shall become liable to the holders of receipts, 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 July 1, 20 07, 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 Chapters 60-02 and 60-04 of the North Dakota Century Code.

| | | | |
|--|--|---------------------|----------------------|
| Countersigned by North Dakota Resident Agent; Name/Signature: | | | |
| Address 3311 S. Washington St., | | City Grand Forks | Zip Code ND 58201 |

THIS SECTION TO BE COMPLETED BY PRINCIPAL

ACKNOWLEDGMENT OF PRINCIPAL

State of North Dakota)
 County of Grand Forks) ss.
 On this 1st day of July, 20 07,

before me personally appeared _____
 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.

 Signature of Principal

 Notary Public

My Commission expires _____

(SEAL)

THIS SECTION TO BE COMPLETED BY SURETY

ACKNOWLEDGMENT OF SURETY
 (Corporate Officer)

State of North Dakota)
 County of Grand Forks) ss.
 On this 1st day of July, 2007,

before me personally appeared Mark E. Paulson
 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.

Mark E. Paulson
 Name and Title of Person Signing for Surety

 Signature

 Notary Public
BETH JOHNSTON
NOTARY PUBLIC
 STATE OF NORTH DAKOTA
 My Commission Expires: Oct. 18, 2009

My Commission expires _____

(SEAL)

North Dakota Public Service Commission
 State Capitol
 Bismarck, ND 58505-0480

Telephone 701-328-4097
 Fax 701-328-2410

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

**General Contract
Of Indemnity
(Commercial Contract – Form B)**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

We, the undersigned, hereinafter referred to, individually and/or collectively, as "Indemnitors," hereby request, have requested and/or will request TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, ST. PAUL FIRE AND MARINE INSURANCE COMPANY, any of their present or future direct or indirect parent companies, any of the respective present or future direct or indirect affiliates or subsidiaries of such companies and parent companies, and/or any of the aforementioned entities' successors or assigns, hereinafter referred to, individually and/or collectively, as "Company," to execute or procure bonds, undertakings, guarantees, and/or contractual obligations, including renewals and extensions thereof, whether before or after the date of this Agreement, and bonds and undertakings for which Company has obligations as a result of an asset purchase, acquisition, merger or like transaction, hereinafter referred to, individually and/or collectively, as "Bond(s)." As an inducement therefore we make the following representations of fact, promises and agreements:

REPRESENTATIONS OF FACT:

1. In the transaction of business one, some or all of the Indemnitors are required, or may desire to give such Bond(s).
2. Indemnitors have a substantial, material and beneficial interest (a) in the obtaining of Bond(s) by any of the Indemnitors and (b) in the transaction(s) for which any other Indemnitor has applied or will apply to Company for Bond(s) pursuant to this General Contract of Indemnity, hereinafter referred to as "Agreement." It is understood that the purpose of this Agreement is to induce Company to furnish Bond(s); however, Company is under no obligation to furnish Bond(s) to Indemnitors.
3. Indemnitors have the full power and authority to execute, deliver and perform this Agreement and to carry out the obligations stated herein. Indemnitors further acknowledge and agree that (a) the execution, delivery and performance of this Agreement by such Indemnitors; (b) the compliance with the terms and provisions hereof, and (c) the carrying out of the obligations contemplated herein, do not, and will not, conflict with and will not result in a breach or violation of any terms, conditions or provisions of the charter documents or bylaws of such Indemnitors, or any law, governmental rule or regulation, or any applicable order, writ, injunction, judgment or decree of any court or governmental authority against Indemnitors, or any other agreement binding upon Indemnitors, or constitute a default thereunder.

PROMISES AND AGREEMENTS: In consideration of the furnishing of any such Bond, the forbearance of cancellation of any existing Bond(s) by Company, the assumption of obligations by Company of any Bond, and for other valuable consideration, Indemnitors hereby jointly and severally promise and agree as follows:

1. To pay all premiums for each Bond, as they fall due, until Company has been provided with competent legal evidence that the Bond has been duly discharged.
2. To indemnify and exonerate Company from and against any and all loss, cost and expense of whatever kind which it may incur or sustain as a result of or in connection with the furnishing of Bond(s), the assumption of obligations by Company of Bond(s), and/or the enforcement of this Agreement, including unpaid premiums, interest, court costs and counsel fees, and any expense incurred or sustained by reason of making any investigation, hereinafter referred to as "Loss." To this end Indemnitors promise:
 - (a) To promptly reimburse Company for all sums paid on account of such Loss and it is agreed that (1) originals or photocopies of claim drafts, or of payment records, kept in the ordinary course of business, including computer printouts, verified by affidavit, shall be prima facie evidence of the fact and amount of such Loss, and (2) Company shall be entitled to reimbursement for any and all disbursements made by it, under the belief that it was liable, or that such disbursement was necessary or expedient.
 - (b) To deposit with Company, on demand, the amount of any reserve against such Loss which Company is required, or deems it prudent to establish whether on account of an actual liability or one which is, or may be, asserted against it and whether or not any payment for such Loss has been made.
3. This Agreement shall apply to any and all Bond(s) furnished as follows:
 - (a) If Company executes the Bond(s), procures the execution of Bond(s) by other sureties, executes Bond(s) with co-sureties and/or obtains reinsurance;
 - (b) For or on behalf of any or all of the following:
 - (1) One, some or all of the Indemnitors;
 - (2) Any joint venture or other form of common enterprise in which Indemnitors were members at the time the Bond(s) were furnished;
 - (3) Any present or future affiliate and/or subsidiary of Indemnitors;
 - (4) Any third party at the request of Indemnitors, their subsidiaries and/or affiliates.
4. (a) The validity and effect of this Agreement shall not be impaired by, and Company shall incur no liability on account of, and Indemnitors need not be notified of:
 - (1) Company's failure or refusal to furnish Bond(s), including final Bond(s) where Company has furnished a bid Bond;

- (2) Company's consent or failure to consent to changes in the terms and provisions of any Bond, or the obligation or performance secured by any Bond;
 - (3) The taking, failing to take, or release of security, collateral, assignment, indemnity agreements and the like, as to any Bond;
 - (4) The release by Company, on terms satisfactory to it, of any Indemnitors; or
 - (5) Information which may come to the attention of Company which affects or might affect its rights and liabilities or those of any of the Indemnitors.
- (b) The validity and effect of this Agreement shall not be impaired by, and Company shall incur no liability on account of, the cancellation or termination of any Bond(s).
5. Indemnitors shall have no rights of indemnity, contribution or right to seek collection of any other outstanding obligation against any other Indemnitors or their property until the obligations of the Indemnitors to Company under this Agreement have been satisfied in full.
 6. Company shall have the right, in its sole discretion, (a) to deem this Agreement breached should any Indemnitor become involved in any agreement or proceeding of liquidation, receivership, bankruptcy, insolvency or creditor assignment, whether voluntarily or involuntarily, or should any Indemnitor, if an Individual, die, or be convicted of a felony, become a fugitive from justice, or for any reason disappear and cannot immediately be found by Company by use of usual methods, and (b) to adjust, settle, compromise or defend any claim, demand, suit or judgment upon any Bond(s).
 7. If Company has or obtains collateral or letters of credit, Company shall not have any obligation to release collateral or letters of credit or turn over the proceeds thereof until it shall have received a written release in form and substance satisfactory to Company with respect to each and every Bond. Any collateral or letters of credit provided to Company by any Indemnitor or any third party, or the proceeds thereof, may be applied to any Loss.
 8. Indemnitors also understand and agree that their obligations remain in full force and effect for any Bond(s) issued pursuant to this Agreement, notwithstanding that the entity on whose behalf Bond(s) were issued has been sold, dissolved or whose ownership has been otherwise altered in any way.
 9. This Agreement shall remain in full force and effect until terminated. Indemnitors may only terminate participation in this Agreement by providing written notice to Company of Indemnitors' intent to terminate. Such notice shall be addressed to St. Paul Travelers Bond, Attention: Senior Vice President Commercial Surety, One Tower Square, Hartford, Connecticut 06183. Such notice of termination shall become effective thirty (30) days after Company's receipt of the same. The obligations and liability of Indemnitors giving such notice shall thereafter be limited to Bond(s) furnished before the effective date of the notice, which liability shall include any Bond(s) which were originally issued prior to the effective date of notice and renewed or otherwise extended subsequent to the notice or effective date of termination.
 10. (a) As security for their obligations hereunder, Indemnitors grant to Company a security interest in the following properties, assets and rights of the Indemnitors, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof:
 - (1) Any goods (including equipment and inventory) needed to complete any Bonded Contract;
 - (2) Any general Intangibles (including proprietary software) needed to complete any Bonded Contract;
 - (3) All sums which are or may become payable in connection with any Bonded Contract.
 (b) For purposes of this Agreement, "Bonded Contract" means an agreement of any Indemnitor for which Company executes a Bond, procures a Bond, assumes the obligations of a Bond, or has guaranteed performance.
 11. This Agreement shall for all purposes constitute a Security Agreement for the benefit of Company in accordance with the Uniform Commercial Code ("UCC") and all similar statutes. In the event there is an act of default under any Bonded Contract, Indemnitors hereby irrevocably authorize Company, without notice to any Indemnitor, to perfect the security interest granted herein by filing either (a) this Agreement or a copy or other reproduction of this Agreement, and/or (b) any initial financing statements or amendments thereto that describe the collateral referred to in paragraph 10, and that contain any other information relating to any Indemnitor required by Part 5 of Article 9 of the UCC for the jurisdiction where such financing statement or amendment is filed. Company may add schedules or other documents to this agreement as necessary to perfect its rights. The failure to file or record this Agreement or any financing statement shall not release or excuse any of the obligations of Indemnitors under this Agreement.
 12. Indemnitors agree that any of the following shall constitute an act of default:
 - (a) Failure to perform the work of Bonded Contracts in timely and proper fashion, or to make payment when due of bills in connection therewith;
 - (b) A declaration of default by any Bonded Contract owner;
 - (c) Any Indemnitor becomes the subject of any agreement or proceeding of liquidation, receivership, bankruptcy, insolvency or creditor assignment, whether voluntarily or involuntarily;
 - (d) Any individual Indemnitor dies, is convicted of a felony, becomes a fugitive from justice, or for any reason disappears and cannot immediately be found by the Company by use of usual methods;
 - (e) The sustaining of Loss by Company under Bond(s); and/or

(f) The establishment by Company of reserves against Loss in connection with Bond(s).

- 13. Whereas, the obligee or beneficiary under certain Bond(s) may make a demand for payment ("Demand") against the Bond(s). When such Demand is made, Company must pay the amount of the Demand, not to exceed the penal sum of the Bond(s), as well as all necessary fees, within the time period required by the Demand. Under such Bond(s), Company, with the knowledge and consent of the Indemnitors, has expressly waived all defenses to making such payment. If the Indemnitors receive notice from Company that a Demand has been made against the Bond(s) by the obligee or beneficiary, Indemnitors will, at least three (3) business days before payment of such Demand is due the obligee, pay Company the full amount of the Demand, which amount shall not exceed the penal sum of the Bond, as well as all necessary fees. Such payment will be made by wire transfer or otherwise in immediately available funds to the bank account specified in the notice provided to the Indemnitors by Company. The Indemnitors waive, to the fullest extent permitted by applicable law, each and every right which they may have to contest such payment. Failure to make payment to Company as herein provided shall cause the Indemnitors to be additionally liable for any and all costs and expenses, including attorney's fees, incurred by Company in enforcing this Agreement, together with interest on unpaid amounts due Company. Interest shall accrue, commencing the date Company pays the amount of the Demand, at 130% of the prime rate of interest in effect on December 31 of the previous calendar year as published in the Wall Street Journal. Indemnitors stipulate and agree that the Company will suffer immediate irreparable harm and will have no adequate remedy at law should Indemnitors fail to perform this obligation, and therefore Company shall be entitled to specific performance of this obligation.
- 14. Indemnitors hereby expressly authorize Company to access credit records and to make such pertinent inquiries as may be necessary from third party sources for underwriting purposes, claim purposes and/or debt collection. To the extent required by law, Company will, upon request, provide notice whether or not a consumer report has been requested by Company, and if so, the name and address of the consumer reporting agency furnishing the report.
- 15. In the event of a claim or notice of a potential claim, Company shall have the right, at all times, to free access to the books, records, and accounts of the Indemnitors for the purpose of examining the same.
- 16. Company may furnish copies of any and all statements, agreements, financial statements and any information which it now has or may hereafter obtain concerning Indemnitors, to other persons or companies for the purpose of procuring co-suretyship or reinsurance.
- 17. A duplicate or facsimile copy or electronic reproduction of the original document shall have the same force and effect as the original.
- 18. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto.
- 19. If any provision or portion of this Agreement shall be unenforceable, this Agreement shall not be void, but shall be construed and enforced with the same effect as though such provision or portion were omitted.
- 20. This Agreement is in addition to and not in lieu of any other agreements and obligations undertaken in favor of Company, whether now existing or entered into hereafter.
- 21. The rights and remedies afforded to Company by the terms of this Agreement can only be impaired by a written rider to this Agreement signed by an authorized employee of the Company.
- 22. Company's failure to act to enforce any or all of its rights under this Agreement shall not be construed as a waiver of these rights.
- 23. The date of this Agreement shall be the earliest date any Indemnitor executes this Agreement.
- 24. Special Provisions: n/a

WE HAVE READ THIS CONTRACT OF INDEMNITY CAREFULLY. THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OUR OBLIGATIONS AS ABOVE SET FORTH. IN TESTIMONY HEREOF, WE THE INDEMNITORS HAVE SET OUR HANDS AND FIXED OUR SEALS AS SET FORTH BELOW.

If Indemnitor an Individual, sign below:

Instructions: Signatures of individual Indemnitors must be witnessed. Indemnitors must include their Social Security Number. All signatures must be dated with names printed or typed on the line provided.

Rachel Hellyer 6/26/07
 (Witness Signature) (Date)
 Print or Type Name: Rachel Hellyer

Paul Sproule 6/26/07
 (Indemnitor Signature) (Date)
 Print or Type Name: Paul Sproule
 SS#: 501-64-2628

Rachel Hellyer 6/26/07
 (Witness Signature) (Date)
 Print or Type Name: Rachel Hellyer

Susan Sproule 6-26-07
 (Indemnitor Signature) (Date)
 Print or Type Name: Susan Sproule
 SS#: 502-90-4976

If Indemnitor a Corporation, Limited Liability Company or Partnership, sign below:

Instructions: If the entity is: 1) a corporation the secretary and an authorized officer should sign on behalf of the corporation, 2) a limited liability company the manager(s) or member(s) should sign on behalf of the LLC, or 3) a partnership the partner(s) should sign on behalf of the partnership. Two signatures are required for all entities and all signatures must be notarized and dated. Please provide the entity's federal tax identification number on the line provided.

Each of the undersigned hereby affirms to Company as follows: I am a duly authorized official of the business entity Indemnitor on whose behalf I am executing this Agreement. In such capacity I am familiar with all of the documents which set forth and establish the rights which govern the affairs, power and authority of such business entity including, to the extent applicable, the certificate or articles of incorporation, bylaws, corporate resolutions and/or partnership, operating or limited liability agreements of such business entity. Having reviewed all such applicable documents and instruments and such other facts as deemed appropriate, I hereby affirm that such entity has the power and authority to enter into this Agreement and that the individuals executing this Agreement on behalf of such entity are duly authorized to do so.

Northwood Mills LLLP
(Indemnitor Name)
20-5104567
(Federal Tax ID)

Paul B. Sproule (Seal)
(First Signature)
Paul Sproule, General Partner 6/26/07
(Print or Type Name and Title) (Date)
Clarence Lecshled (Seal)
(Second Signature)
Clarence Lecshled, General Partner 6/26/07
(Print or Type Name and Title) (Date)

ACKNOWLEDGEMENT
STATE OF North Dakota County of Grand Forks

On this 26th day of June, 2007, before me personally appeared Paul Sproule, known or proven to me to be the General Partner of the entity executing the foregoing instrument ("Entity") and Clarence Lecshled, known or proven to me to be the General Partner of the Entity, and they acknowledged said instrument to be the free and voluntary act and deed of said Entity, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said Entity and that it was affixed and that they executed said instrument by authority of the Entity. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Cathy Dub
Notary Public residing at _____
(Commission expires June 25, 2009)

