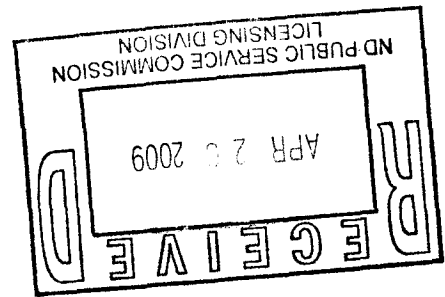


April 17, 2009

ND Public Service Commissioner
600 East Boulevard Ave. Dept 408
Bismarck, ND 58505-0408



RE: Sustainable Systems, LLC

Dear Sue,

I haven't received payment in full from Sustainable Systems, LLC for my 2008 Safflower production delivered to Culbertson, MT. On March 2, 2009 I received a Cashiers check for \$26,000.00 and picked up \$68.00 worth of Safflower oil. On March 19, 2009 I received another Cashiers check for \$24,000.00. The remaining balance due me at this time is \$33,690.78. I would ask that the State of North Dakota Public Service Commissioner would take action against their bond.

Included in this letter is a copy of the Cashiers check for \$26,000, a copy of the Cashiers check for \$24,000, a copy of contract with Sustainable Systems, LLC and the current assembly sheet I received with my last payment.

Thank you,

Sincerely,

Ernest Schober
14403 80th St. SW
Bowman, ND 58623



SUSTAINABLE SYSTEMS, LLC

P.O. Box 478
Culbertson, MT 59218

Tel: 406-787-6616
Fax: 406-787-6362

Toll Free: 1-877-666-8652

2008 SAFFLOWER PRODUCTION CONTRACT

Contract 80010

Producer : ERNEST SCHOBER Acres: 385

Address: 14403 80TH ST SW City: BOWMAN

State: ND Zip: 58623 County: BOWMAN

Social Security # or Tax ID 45-0417174 Phone#: 701-523-5939

BUYER (Sustainable Systems, LLC) agrees to purchase PRODUCER'S entire safflower crop production from the contracted acres at a price of \$0.28/lb delivered FOB to Culbertson, MT 59218 basis pure, clean, sound, dry (8% moisture or less) safflower seed grading No 2 Montana or better. Weight settlement shall be delivered basis. The terms and conditions stated herein constitute the entire agreement between BUYER and PRODUCER, and these terms and conditions can only be modified by a written document signed by the BUYER and PRODUCER.

Freight allowance: Field location 100 to 149 miles from plant \$.25/cwt. Field location more than 149 miles from plant \$.50/cwt. Freight will be based on net seed delivered.

Miles from Culbertson, MT: 100-149 miles More than 149 miles

Name and address of any other person claiming an interest in ownership or security interest in producer's Safflower (see paragraph 4 on reverse side) of DAKOTA WESTERN BANK

This contract is binding and constitutes an agreement when accepted and signed by a representative from Sustainable Systems, LLC

Accepted: Date: 1-28-2008

Producer's Signature

Accepted: Date: 3/13/08

Sustainable Systems, LLC (Buyer)

"NOTICE: FINANCIAL RISK STATEMENT:

IN THE EVENT OF FINANCIAL INSOLVENCY, AMOUNTS OWING AFTER SURETY BOND PAYMENT, MAY RESULT IN AN UNSECURED OBLIGATION. THE SELLER IS HEREBY ADVISED OF THE FINANCIAL RISK INVOLVED WITH THIS TYPE OF CONTRACT."

SAFFLOWER CROP PRODUCTION CONTRACT - TERMS AND CONDITIONS

BUYER and PRODUCER agree that PRODUCER shall plant the safflower planting seed received from the BUYER only on the contracted acres herein and in accordance with BUYER'S specification, shall produce and deliver his entire safflower seed crop to BUYER'S designated delivery point, FOB Culbertson, MT. PRODUCER shall provide continuing security for the safflower planting seed and crop seed and shall not dispose any part of it other than in accordance with this contract.

1. PRODUCER shall deliver his entire production of safflower seed of storable and milling quality produced from the acreage herein indicated. Oil analysis shall be performed by an official grain inspection service. A copy of said analysis shall be furnished to both BUYER and PRODUCER. BUYER will accept safflower seed with up to 8% moisture content and free of insect infestation. A premium of 2% of the contract price shall be made for each 1% (or fraction thereof) of oil content above 37%. Seed testing below 37% oil content shall be subject to the following discount schedule. 36.9% - 34% - will be discounted 2% of contract price for each 1% (or fraction thereof) of oil content below 37%. 33.9% - 30% - will be discounted 3% of contract price for each 1% (or fraction thereof) of oil content below 37%. Oil content below 30% shall be negotiable and subject to rejection. A deduction of 1% of the delivered weight for each 1% (or fraction thereof) of foreign matter shall be made. A deduction of \$1.00/cwt of the contract price shall be made for No. 3 Montana safflower seed. For safflower seed grading less than No. 3 Montana, the following discounts from the contract price shall apply: 2.5% deduction for each 1% (or fraction thereof) heat damage above 0.5%. Sprouted safflower seed is subject to rejection. Any rejected seed shall be removed at producer's expense.
2. PRODUCER shall keep safflower seed identity preserved and variety must not be grown adjacent to, or mixed with, seed of other variety during transportation, planting, harvest, seed storage and handling. BUYER shall have the option to cancel this contract should PRODUCER fail to keep seed identity preserved.
3. PRODUCER shall cause the production of safflower seed to be delivered at the time to be indicated in writing by BUYER. BUYER shall have the option to cancel this contract should PRODUCER fail to deliver seed at the place and time indicated by BUYER. Should BUYER not cancel this contract, PRODUCER shall be responsible for all costs related to seed movement until delivery. If storage is unavailable at the plant at harvest, storage payment of \$1/ton/month (clean seed basis) will be paid starting November 1, 2008.
4. PRODUCER warrants that as of the date of acceptance by the PRODUCER there are no prior claims to future crops except as noted on the front, and PRODUCER shall promptly notify BUYER in writing prior to September 1st of crop year, of the name and address of any person or persons who may claim an interest in the crop and agrees to hold BUYER harmless for any act or omission in respect to such interest not known to BUYER.
5. Immediately upon receipt of the safflower seed, the grade, dockage, and moisture content shall be established by a Sustainable Systems, LLC representative, based on unload samples taken at the time of delivery. Sustainable Systems, LLC shall retain an average sample of each delivery for a period of not more than 90 days, and, in the event of a disagreement on grade and/or dockage, shall, at the request and expense of the producer, forward this sample for final analysis to a government/independent laboratory for final analysis, whose decision shall be final and conclusive.
6. Promptly after PRODUCER'S deliveries are completed and after receipt of weight and quality certificates, BUYER shall make 70% settlement with PRODUCER and/or any lienholder of whom PRODUCER has given notice under Section 4, after first deducting any charges and deductions provided for in Sections 1, 3 and 4 above and any indebtedness then owing from PRODUCER to BUYER. Thirty percent payment will be made on March 1, 2009.
7. PRODUCER agrees to provide BUYER with the legal description(s) of the field(s) planted to safflower upon request by BUYER.
8. Governing Law: This contract shall be governed by the laws of the state of Montana and the National Institute of Oilseed Products Trading Rules as in effect on the date of contract.
9. Liquidated Damages: If BUYER determines that the PRODUCER has violated its obligation to deliver PRODUCER'S entire production of seed under this contract, liquidated damages shall be assessed by multiplying the quantity of seed which is in violation of this obligation by twice the highest price quoted by BUYER for the purchase of PRODUCER'S crop.
10. Force Majeure: Delays in, or nonperformance of this contract shall be excused if caused by fire, floods, crop failures, wind, frosts, drought, disasters, acts of any governmental authority or events beyond the control of the parties. In the event of a crop failure for any reason, the PRODUCER shall notify the BUYER immediately in writing in order that a representative may inspect the acreage and/or the produce. The PRODUCER shall not plow down or reseed above said acres or any portion thereof without BUYER'S consent.
11. Assignment: PRODUCER may not assign PRODUCER'S rights or obligations hereunder without prior written consent of BUYER. Subject to the foregoing, this contract shall inure to the benefit of and bind the successors, assigns and personal representatives of the parties.

Montola a division of Sustainable Systems, LLC
 Box 478
 Culbertson, MT 59218

Safflower Seed Settlement Sheet

ERNEST SCHOBER
 14403 80TH ST SW
 BOWMAN, ND 58623

Contract# 80010
 Acres 385

Date	Ticket #	Gross Lb	FM%	FM Lbs	Moisture	Moisture Pounds	Net Lbs	Oil %	(Discount) Premium 2% of .28	Disc/LB	(Discount) Premium	Test Weight	
9/23/2008	2720	49500	4	1980	6.4	0	47520	37.90	0.90	0.0056	0.00504	239.50	40
9/30/2008	2731	51160	3	1535	6.1	0	49625	37.90	0.90	0.0056	0.00504	250.11	40
10/1/2008	2736	50680	4	2027	6.1	0	48653	37.80	0.80	0.0056	0.00448	217.97	39
10/2/2008	2740	48540	4	1942	6.1	0	46598	37.70	0.70	0.0056	0.00392	182.66	39
10/6/2008	2752	52120	3	1564	6.2	0	50556	37.80	0.80	0.0056	0.00448	226.49	41
10/9/2008	2763	50440	7	3531	5.8	0	46909	37.60	0.60	0.0056	0.00336	157.61	41.66667
		302440		12579		0	289861					1274.35	
							0.28						

289861 Net Pound
 385 Acres Contracted
 753 Avg Pounds Per Acre
 37.79 Avg oil

81,161.08
 1,274.35 Oil (Discount)/Premium
 (39.00) Lab Charges @ \$6.50 Each
 1,449.31 Freight Allowance over 149 miles
 (86.96) ND Check off fee

 83,758.78
 58,631.15 70% harvest payment
 25,127.63 March 1st payment
 26,000.00 Cashier ck 5855 3/2/2009
 24,000.00 Cashier ck 3/19/2009
 68.00 Less oil picked up 3/2/09
 33,690.78 Balance due Ernest