

STATE OF NORTH DAKOTA
COUNTY OF WALSH

IN DISTRICT COURT
NORTHEAST JUDICIAL DISTRICT

PUBLIC SERVICE COMMISSION,

Petitioner,

vs.

GRABANSKI GRAIN LLC

AND

**PLATTE RIVER INSURANCE
COMPANY**

Respondents.

PSC CASE NO. GE-10498

Civil Case No. 50-2011-CV-00029

MOTION TO INTERVENE



John Schumacher, by and thru his attorney, R. Scott Stewart, does hereby move the court to allow his intervention as a receipt holder of Grabanski Grain LLC in the above captioned preceding and to participate in the distribution from the credit sale contract indemnity fund.

Mr. Schumacher was the seller on a **BASIS FIXED GRAIN CONTRACT** dated October 15th 2009 wherein he agreed to deliver 6135.27 bushels of #2 Yellow Corn at 14% protein at the Grafton site of the respondent, Grabanski Grain LLC in December of 2008. The purchase price per bushel was to be determined however the purchase price was to be the basis of 110 cents under the Chicago board of trade December 2009 corn futures contract. A copy of the contract is attached hereto as Exhibit A.

The purchase price was later determined to be Twelve Thousand Dollars and 44/100 (\$12,000.44) pursuant to the attached Exhibit B.

Section 60-04-04 of the North Dakota Century Code allows the late joinder of a receipt holder to participate in distribution of the trust funds established by the public service commission pursuant to North Dakota Century Code §60-04-03.1

Mr. Schumacher acknowledges that he is not entitled to participate in the bond fund.

Dated this the 4th day of June 2012.

R. Scott Stewart - I.D. #3691
Attorney for the Plaintiff
R. Scott Stewart, PC
306 - 9th Avenue, P.O. Box 151
Langdon, ND 58249-0151
Telephone No. (701) 256-2851
Facsimile No. (701) 256-2852

BASIS FIXED GRAIN PURCHASE CONTRACT

9267

This is an agreement that the Seller John Schwuabacher of P.O. Box 344 Droyton on 10-15-09 has sold and agreed to deliver to the Buyer, Grabanski Grain LLC at 11852 Hwy 17 Grafton a net quantity of 6135.27 (bu. Dwt.) of U.S. #2 HRW of corn at 14% (% Protein) (% Moisture) at Grafton Site for delivery Dec 08. The purchase price per bushel has not yet been set by Seller. The purchase price will be a basis of 110¢ Under the CBOT Dec 09 corn futures contract at the time Seller

gives notice to Buyer to set the price. The price must be set during trading hours of the Exchange on which the basis is fixed, not later than 11:00. Unless other terms have been agreed upon prior to said date, Buyer is authorized to fix the futures price (thereby establishing the purchase price) during the next trading session if Seller has not priced the grain by the date indicated. Buyer will advance to Seller 10% (not to exceed 80%) of the market value of the grain upon completion of delivery. If the market value of the grain drops below 110% of the advance amount, partial repayment of the advance to maintain the 10% differential will be required from Seller. If Seller does not provide the required funds on short notice, this contract may be liquidated by Buyer, and Seller will be liable for any deficit. Settlement will be made to Seller when the futures price is fixed.

ADDITIONAL TERMS AND CONDITIONS

GRADE AND QUALITY SPECIFICATIONS: The quality of grain delivered under this contract shall be determined at the place and time of delivery. Buyer's weights and grades to govern. All deliveries made under this contract shall be of the grade and quality specified herein. Buyer reserves the right to reject individual shipments not complying with this provision. Refusal by the buyer to accept delivery of grain for this reason shall not release the seller from this contract. TITLE: Title to the grain shall pass to the Buyer at the time of delivery even though no price has been determined. MERCHANTABLE QUALITY: All grain delivered under this contract shall be of merchantable quality, unadulterated, and unrestricted from movement in interstate commerce within the meaning of the federal Food, Drug and Cosmetics Act, Environmental Protection Agency tolerances, the U.S. Grain Standards Act and applicable state law. Seller expressly warrants that this grain was produced in the continental United States. 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:

PREMIUMS AND DISCOUNTS TO APPLY: Acceptance of deliveries not meeting the contract grade and quality shall be at the option of the Buyer. If the Buyer elects to accept such deliveries not meeting the contract grade and quality, market scale discounts and premiums at time of delivery will apply, unless otherwise specified hereafter. The following premiums and discounts will apply to grain delivered pursuant to this contract: Test weight discounts on corn under 54 lbs.

SETTLEMENT FOR UNDERDELIVERIES: All deliveries made under this contract shall be for the quantity specified herein. If the Seller finds he will not be able to complete delivery of the contracted quantity, it shall be the duty of the Seller to advise the Buyer at once. The Buyer, when Seller's default is determined, shall by the close of the next market day elect either to: a) agree with the Seller upon an extension of the time for delivery; or b) after having given notice to the Seller to complete the contract, the Buyer, by the exercise of due diligence, will buy-in for the account of the Seller the defaulted portion of the contract; or c) after having given notice to the Seller to complete the contract, the Buyer will cancel the defaulted portion of the contract at the difference between the contract price and the replacement cost based on the close of the market the next business day when trades can be made for the account of Seller.

BUYER'S RIGHT TO DELAY DELIVERY PERIOD: The Buyer has the right, without penalty, to delay the time for accepting delivery and making payment under this contract if such delay is caused by government regulation or action, labor strikes, riots, insurrection, freight embargoes or transportation delays. It shall be the duty of the Buyer to accept delivery and make payment under this contract as soon as practicable after the cause for delay has ceased.

ARBITRATION: Buyer and Seller agree that all disputes and controversies between them with respect to this contract shall be subject to the Trade Rules of, and arbitrated by the and that judgement may be entered on the arbitration award in any court of competent jurisdiction. Seller agrees to pay all Buyer's costs resulting from Seller's breach, including, but not limited to, reasonable attorney's fees and court costs.

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 and their respective heirs, personal representatives and successors of the respective parties. This contract may not be assigned.

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.

NORTH DAKOTA NOTICE: A ND Indemnity Fund Assessment of .2% (.002) of the value of grain covered by this contract will be deducted at settlement.

NOTICE TO SELLER OF FINANCIAL RISK
MINNESOTA - THIS CONTRACT CONSTITUTES A VOLUNTARY EXTENSION OF CREDIT. THIS CONTRACT NOT COVERED BY ANY GRAIN BUYER'S OR STORAGE BOND.
MONTANA - THE SELLER RECOGNIZES THAT IN THE EVENT OF FORECLOSURE OR BANKRUPTCY, THIS CONTRACT IS EQUIVALENT TO AN UNSECURED LOAN TO THE PURCHASER. THE SELLER AND ANY OF THE SELLER'S CREDITORS SHOULD BE ADVISED OF THE FINANCIAL RISKS INVOLVED IN THIS CONTRACT.
NORTH DAKOTA - THIS CONTRACT IS NOT PROTECTED BY BOND COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY.
SOUTH DAKOTA - THIS CONTRACT IS NOT PROTECTED BY SOUTH DAKOTA STATUTORY BOND COVERAGES.
Seller (AUTHORIZED SIGNATURE(S)) DATE

In witness whereof, the parties have signed this contract this 15 day of October (month), 2009 (year).
BUYER: Grabanski Grain LLC 10-15-09 (Authorized Signature(s)) Date
SELLER: John Schwuabacher (Authorized Signature(s)) Date

Grabanski Grain
 PO Box 148
 Grafton, ND 58237
 701-352-0613

John Schumacher

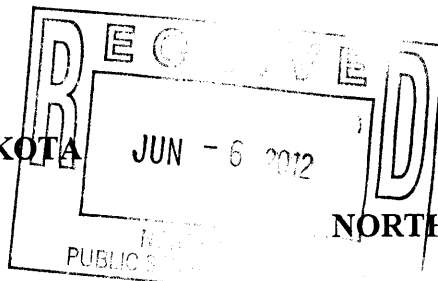
<i>Ticket no.</i>	<i>Moisture</i>	<i>Test wt</i>	<i>Gross Bu</i>	<i>Shrink</i>	<i>Net Bu</i>	<i>Drying Chg</i>	<i>Test weight</i>
4340	30.6	48.3	924.29	0.23	708.01	\$831.86	\$113.28
4341	28.4	48.6	970.00	0.20	775.03	\$776.00	\$124.00
4342	23.6	52.6	1025.36	0.13	893.09	\$563.95	\$35.72
4343	22.9	52.5	902.15	0.12	795.25	\$451.08	\$31.81
4344	23.1	51.2	985.00	0.12	865.32	\$541.75	\$60.57
4348	28.6	49.1	815.72	0.20	649.31	\$652.58	\$84.41
4349	28.7	47.8	821.43	0.21	652.63	\$657.14	\$124.00
4350	26.2	47.8	957.50	0.17	796.64	\$670.25	\$151.36
			7,401.45		6,135.27	\$5,144.60	\$725.16

	6,135.27	Bushels
\$	2.92	Cash Price
\$	17,914.99	Gross Due
\$	(5,144.60)	Drying Charges
\$	(725.16)	Test Weight Charges
\$	(44.79)	Corn Tax
\$	12,000.44	Net Due

COPY

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COUNTY OF WALSH



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AND)

PLATTE RIVER INSURANCE)
COMPANY)

Respondents.)

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AFFIDAVIT OF SERVICE BY MAIL

PSC Case No. GE-10498

STATE OF NORTH DAKOTA)

)SS.

COUNTY OF CAVALIER)

Theresa Valentine, being of legal age and being first duly sworn, deposes and says that on the 4th day of **June, 2012**, she deposited in the United States Mail, Langdon, North Dakota, 32 envelopes by regular mail with postage fully prepaid, securely sealed, each containing a photocopy of the attached **Motion to Intervene**. The envelopes addressed as follows:

Thomas M. Grabasnski
PO Box 621
Blossom, TX 75416

Ginny Spencer
Platte River Insurance Company
Po Box 5900
Madison, WI 53705-0900

DeWayne Johnston
Johnston Law Office
Attorney for Grabanski Grain LLC
221 South 4th Street
Grand Forks, ND 58201

Michael Suda
Suda Group, a North Dakota partnership
6609 County Road Eight
Grafton, ND 58237

Eldon Troftgruben
Troftgruben Farm
12341 77th Street NE
Edinburg, ND 58227

Russell Edgar
15301 100th St. NE
Bathgate, ND 58216

Merlyn & Deloris Grabanski
15759 65th St. NE
Grafton, ND 58237

Dave Hankey
13828 69th St. NE
Park River, ND 58270

Dan Wilde
32317 440th Street
Fosston, MN 56542

Andy Anderson, Manager
Bond Claims Department
Platte River Insurance Company
1600 Aspen Commons
Middleton, WI 53562

Lance Lenton
1821 125th St. SE
Minot, ND 58701

Paul Sproule Managing Partner
Sproule Farms
Po Box 14867
Grand Forks, ND 58208

Field Brothers
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Stephen, MN 56757

Paul Grzadzielewski
1308 Western Ave.
Manvel, ND 58256

John & Tom Holmes
13266 76th St. NE
Hoople, ND 58243-9466

Wayne Knudson
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Larimore, ND 58251

Martinson JV, Mark & Lori
3907 HYWY 66
Rolette, ND 58366-9001

Dennis McGearly
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Oklee, MN 56742

Cordel Pulkrabek
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East Grand Forks, MN 56721

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Minto, ND 58261

John Schumacher
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Drayton, ND 58225

Donovan Schuster
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Grafton, ND 58237

Louie Slominski Jr.
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Minto, ND 58261

Richard & Diane McDonald
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Inkster, ND 58244

Mark E. Novak
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Lankin, ND 58250

Russell/Grant Pulkrabek
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Warren, MN 56762

S & G Farms
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Donald & Wilene Schuster
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Mari K. Grabanski
PO Box 621
Blossom, TX 75416

Joel Slominski
1965 36th Avenue NE
Ardoch, ND 58261

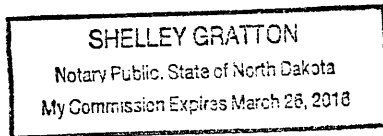
Louie Slominski Sr.
PO Box 177
Minto, ND 58261

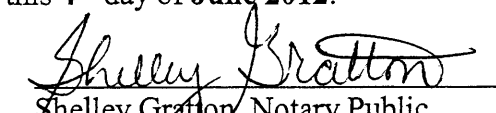
Gordon W. Myerchin
Attorney for Platte River Insurance
Company
Camrud, Maddock, Olson & Larson, Ltd.
PO Box 5849
Grand Forks, ND 58201

Each post office address shown is the respective addressee's last reasonably ascertainable post office address.


Theresa Valentine

Subscribed and sworn to before me this 4th day of June 2012.




Shelley Gratton, Notary Public
Cavalier County, North Dakota
My Commission Expires: 08/22/16