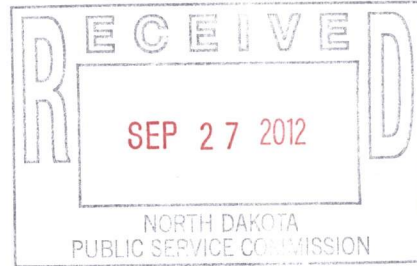




September 5, 2012

**Via Email**

Susan Richter  
Public Service Commission  
600 East Boulevard Ave., Dept. 408  
Bismarck, ND 58505-0040



Re: ND PSC v. Anderson Seed Co.;  
Court File No.: 09-2012-cv-00693  
Our File No.: 11369.001  
Retainer Agreement

Dear Ms. Richter:

This letter is a follow-up to our telephone conversation regarding a new retainer agreement. You had requested that my office provide you with a new retainer agreement since I am no longer working with the Pearson Christensen & Clapp, PLLP law firm. Enclosed with this letter is a new agreement.

We also briefly discussed the billing statements. I will make sure that the Pearson Christensen & Clapp, PLLP law firm sends a statement within the immediate future. That statement should be paid to the Pearson Christensen & Clapp, PLLP law firm. The billing statements generated by my new firm should be paid to this firm and will come on clearly identifiable invoices.

If you have any questions regarding this letter, please do not hesitate to contact my office. I have enjoyed working with you at this point and hope that we can continue to have progress on the Anderson Seed projects.

Sincerely,

JENSEN BATA, PLLC

Jon J. Jensen

JJJ/maa  
Encl.  
cc: Illona Jeffcoat-Sacco (via email)

**7 I-12-0125** Filed: 9/27/2012 Pages: 3  
**Letter regarding new retainer agreement and billing statements (GE-12-78)**

Jensen/Bata, Attorneys at Law

Jon J. Jensen

**132 GE-12-78** Filed: 9/27/2012 Pages: 3  
**Letter regarding new retainer agreement and billing statements**

Jensen/Bata, Attorneys at Law

Jon J. Jensen



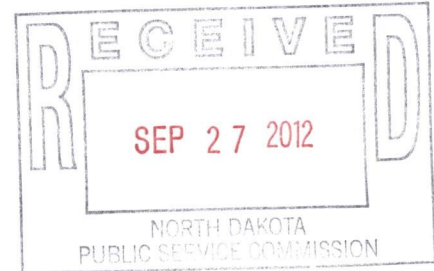
JENSEN · BATA  
ATTORNEYS AT LAW

September 27, 2012

Via Email

Sue Richter  
Public Service Commission  
600 East Boulevard Ave., Dept 408  
Bismarck, ND 58505-0040

Re: North Dakota Public Service Commission;  
Anderson Seed Co., Inc. Insolvency  
Our File No.: 11369.001



Dear Mr. Richter:

We are pleased you have chosen our office to assist you with the insolvency proceedings for Anderson Seed Co., Inc. The purpose of this letter is to confirm our engagement and to review with you our anticipated fees.

Our office policy is to bill in increments of one-quarter hour and we bill for all telephone conversations. Pursuant to our agreement my hourly rate is \$200.

Copies of all correspondence and notices will be sent to you upon receipt in our office. If, at the conclusion of our engagement, you make a request to receive your entire file, the file will be forwarded to you at nominal copying costs. If you do not make a request for your file within five years after our last billing entry, we will destroy your file.

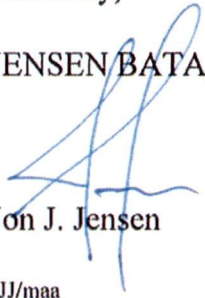
The State Board of Professional Responsibility for Lawyers recommends we conscientiously attempt to avoid any misunderstandings with clients with regard to legal fees and that an acknowledgement with respect to fee arrangements be obtained. Accordingly, we have enclosed a copy of this letter which we request you execute and return to our office as an acknowledgement of your acceptance of the fee arrangement.

We appreciate your expressed confidence in us regarding this important matter. If you have any questions, please do not hesitate to contact my office.

ND Public Service Commission  
09/27/12  
Page 2

Sincerely,

JENSEN BATA, PLLC



Jon J. Jensen

JJJ/maa  
Encl.

**ACKNOWLEDGEMENT**

I hereby agree to terms and conditions as set forth above.

By: \_\_\_\_\_