

Price Later Contract

Date: _____

Contract No.: **PL 1149**

Seller : _____

Buyer: **Larson Grain Company**
100 Second Ave.
Englevale, ND 58033

Pounds: _____ Class: _____ Variety: _____ Crop Year: _____

Represented on Assembly Sheet No.: _____

VOID

The purchase price of the beans is agreed to be the Buyer's board price, less charges, at the time Seller gives notice to Buyer to set the price. In the event Seller gives such notice after normal business hours, Monday through Friday 8 AM to 5 PM central time, or on Holidays, Buyer reserves the right to defer setting a bid price until the next business day. In the event such notice shall not have been given on or before _____, the price of the beans shall be Buyer's board price, less charges, at the close of business on said date, unless other terms have been agreed upon in writing.

CHARGES: Seller shall pay Buyer a service charge of _____ cents per CWT per month, beginning on the date the beans are placed on this Price Later Contract through the date the beans are priced. Accrued Storage Charges of \$ _____, will be due and payable at the time the beans are priced. Crop year and quality discounts will be deducted at the time of pricing.

TITLE: Title of the beans passes to the Buyer on the date of the contract.

LIENS: Seller hereby warrants to Buyer that all beans hereunder are now and will remain up to and including the time of pricing, free of all liens, encumbrances or security interests of any kind except as follows:

VOID

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 representatives and successors of the respective parties. This contract may not be assigned.

SEVERABILITY: The invalidity or unenforceability of any particular provision of this contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

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 may be deducted at settlement.

VOID

THIS CONTRACT IS NOT PROTECTED BY BOND COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY

Seller: _____
Authorized Signature(s)

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

Seller: _____ Buyer: _____



Larson Grain Company

100 Second Ave
Englevale ND 58033
701-683-5246 phone 701-683-4233 fax



July 17, 2014

Susan Richter
ND Public Service Commission
600 E Boulevard Ave
Dept 408
Bismarck ND 58404-0480

Dear Sue / PSC,

Per Mike McNamee, Grain Warehouse Inspector, as requested per inspection - enclosed you will find a copy of our Price Later Contract that now has the addition of a stamp marking with the Indemnity notice.

Regards,

Emily Huether
Larson Grain Company
100 Second Ave
Englevale ND 58033
701-683-5246 phone
701-683-4233 fax