

Richter, Susan K.

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To: Richter, Susan K.
Subject: Notification of Service for Case No. 18-2015-CV-00240 (Public Service Commission, et al. vs. Grand Forks Bean Company, Inc.)

This is a service filing for Case No. 18-2015-CV-00240, Public Service Commission, et al. vs. Grand Forks Bean Company, Inc..

Date Submitted: 5/11/2015 5:13:57 PM
Filing Code: Exhibit
Filing Desc: Exhibit A-Dry Bean Contract
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The following are service contacts on this filing:
Public Service Commission:

Casey Furey (cfurey@nd.gov)

Illona Jeffcoat-Sacco (ijs@nd.gov)

Other Service Contacts not associated with a party on the case:

John Schroeder (jschroeder@northdakotalaw.net)

Russ Melland (rmelland@camrudlaw.com)

Tracy Kennedy (tracykennedy@northdakotalaw.net)

Susan Richter (srichter@nd.gov)

Jon Brakke (jbrakke@vogellaw.com)

Joel Arneson (jfamoose@gra.midco.net)

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Grand Forks Bean Co, Inc.

Grand Forks, ND 58203

DRY BEAN CONTRACT

1001

Year 2013 CROP

Between Grand Forks Bean Co, Inc. of Grand Forks, North Dakota, hereinafter known as "Buyer"

and Brent Baldwin St. Thomas, ND, hereinafter known as "Seller".

Seller agrees to deliver #1 pink beans to the Buyer at the time of harvest, maximum N/A # per acre.

Acres N/A CWT 3,000

The undersigned Buyer agrees to pay to Seller for the above beans, the amounts as determined as follows:

\$ 45⁰⁰ per cwt., clean bean basis, #1's.

\$ 44⁰⁰ per cwt., clean bean basis, #2's.

\$ 43⁰⁰ per cwt., clean bean basis, #3's.

If Seller is unable to deliver commodity of the grade required by this Agreement, then Seller agrees to sell & Buyer agrees to purchase commodity of lower grades at the contract price less the applicable market discount at the time of sale. However, Buyer shall not be obligated hereunder to accept any sample grade commodity.

All beans delivered shall be below 16 % moisture or be subject to moisture discounts applicable at the time of sale.

All beans delivered hereunder shall be free and clear of all liens, security interests and other encumbrances, unless provided in writing herein by the Seller. It is further understood that the Seller has not contracted any other portion of the total acreage listed above. Title of the beans passes to the Buyer at the time and place of delivery.

In the event of breach, the Buyer shall be entitled to all costs taken in force of the same including reasonable attorneys fees.

This agreement may be assigned by either party only with the prior written consent of the other party. This Agreement shall be binding upon heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

Performance of this agreement shall be excused to the extent the growing, harvesting, or delivery of the beans by Seller or their grading, receipt, or use by Buyer, is prevented by fire, explosion, war or acts of God.

Payment shall be made as follows; 100 % on 12/31/2013
(MONTH / DATE / YEAR)
_____ % on _____
(MONTH / DATE / YEAR)
_____ % on _____
(MONTH / DATE / YEAR)

Grand Forks Bean Co, Inc.

Seller

By: [Signature]

By: [Signature]

Date: 9/6/13

Date: 9/6/13

Grand Forks Bean Co, Inc.

Grand Forks, ND 58203

DRY BEAN CONTRACT

1002

Year 2013 CROP

Between Grand Forks Bean Co, Inc. of Grand Forks, North Dakota, hereinafter known as "Buyer"

and Brent Baldwin St. Thomas, ND, hereinafter known as "Seller".

Seller agrees to deliver #1 Pinks beans to the Buyer at the time of harvest, maximum N/A # per acre.

Acres N/A CWT 3,000

The undersigned Buyer agrees to pay to Seller for the above beans, the amounts as determined as follows:

\$ 1.00 per cwt., clean bean basis, #1's.

\$ _____ per cwt., clean bean basis, #2's.

\$ _____ per cwt., clean bean basis, #3's.

If Seller is unable to deliver commodity of the grade required by this Agreement, then Seller agrees to sell & Buyer agrees to purchase commodity of lower grades at the contract price less the applicable market discount at the time of sale. However, Buyer shall not be obligated hereunder to accept any sample grade commodity.

All beans delivered shall be below 16 % moisture or be subject to moisture discounts applicable at the time of sale.

All beans delivered hereunder shall be free and clear of all liens, security interests and other encumbrances, unless provided in writing herein by the Seller. It is further understood that the Seller has not contracted any other portion of the total acreage listed above. Title of the beans passes to the Buyer at the time and place of delivery.

In the event of breach, the Buyer shall be entitled to all costs taken in force of the same including reasonable attorneys fees.

This agreement may be assigned by either party only with the prior written consent of the other party. This Agreement shall be binding upon heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

Performance of this agreement shall be excused to the extent the growing, harvesting, or delivery of the beans by Seller or their grading, receipt, or use by Buyer, is prevented by fire, explosion, war or acts of God.

Payment shall be made as follows; 100 % on at time of sale
(MONTH / DATE / YEAR)
_____% on _____
(MONTH / DATE / YEAR)
_____% on _____
(MONTH / DATE / YEAR)

Grand Forks Bean Co, Inc.

By: [Signature]

Date: 9/6/13

Seller

By: per phone w/ Brent

Date: 9/6/13

Comments:

92150 Vehicle & Grain...LBS
 35010 Vehicle.....LBS
 57140 Gross Grain.....LBS
 2491 Dockage.....LBS
 54649 Net Grain.....LBS
 Moist Dock.....%LBS
 Net Grain.....LBS

1/16/13
 BRENT BALDWIN
 DRIVER ON OFF

Exhibit A

Grade 1 Bin No. 5
 28 %Pick 2.16 %FM .92 %
 14.1 % Total Dock 4.36 %
 Check Seed Coats _____ %Base Price Per CWT _____

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.
 All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Storage Assembly
 Tkt. No. Sheet No.

CERTIFICATE OF GRADE WEIGHT & DOCKAGE
 OF GRAIN WEIGHED OVER THE SCALES OF
AND FORKS BEAN CO, INC.
 GRAND FORKS, NORTH DAKOTA 58203

Comments:

87010 Vehicle & Grain...LBS
 34830 Vehicle.....LBS
 52180 Gross Grain.....LBS
 1899 Dockage.....LBS
 50281 Net Grain.....LBS
 Moist Dock.....%LBS
 Net Grain.....LBS

DATE 9/16/13
 Name BRENT BALDWIN
 Name DRIVER ON OFF

Address _____
 Kind 1 Bin No. 5
 Splits 2.24 %Pick .6 %FM .8 %
 Moist 14 % Total Dock 13.64 %
 Check Seed Coats _____ %Base Price Per CWT _____

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.
 Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Storage Assembly
 Tkt. No. Sheet No.

CERTIFICATE OF GRADE WEIGHT & DOCKAGE
 OF GRAIN WEIGHED OVER THE SCALES OF
GRAND FORKS BEAN CO, INC.
 GRAND FORKS, NORTH DAKOTA 58203

Comments:

94580 Vehicle & Grain...LBS
 35060 Vehicle.....LBS
 59520 Gross Grain.....LBS
 2428 Dockage.....LBS
 57092 Net Grain.....LBS
 Moist Dock.....%LBS
 Net Grain.....LBS

DATE 9/17/13
 Name BRENT BALDWIN
 Name DRIVER ON OFF

Address _____
 Kind 1 Bin No. 5
 Splits 2.4 %Pick 1.28 %FM .4 %
 Moist 13.4 % Total Dock 4.08 %
 Check Seed Coats _____ %Base Price Per CWT _____

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.
 All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Storage Assembly
 Tkt. No. Sheet No.

CERTIFICATE OF GRADE WEIGHT & DOCKAGE
 OF GRAIN WEIGHED OVER THE SCALES OF
GRAND FORKS BEAN CO, INC.
 GRAND FORKS, NORTH DAKOTA 58203

Comments:

97300 Vehicle & Grain, LBS

35430 Vehicle.....LBS

61870 Gross Grain.....LBS

1856 Dockage.....LBS

60014 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02698

DATE 9/23/13

Name BRENT BALDWIN

Name FREIGHT TO BALDWIN FARMS INC. ON DRIVER OFF

Address _____

Kind _____ Grade 1 Bin No. _____

Splits 1.6 %Pick .8 %FM .6 %

Moist 14.2 % Total Dock 3 %

Check Seed Coats _____ %Base Price Per CWT _____

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.

All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check No. _____ Storage Tkt. No. _____ Assembly Sheet No. _____

CERTIFICATE OF GRADE WEIGHT & DOCKAGE
OF GRAIN WEIGHED OVER THE SCALES OF
GRAND FORKS BEAN CO, INC.
GRAND FORKS, NORTH DAKOTA 58203

2,220.36 cwt

Exhibit A