

Richter, Susan K.

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

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Date Submitted: 5/11/2015 5:13:57 PM
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99 **GE-15-36** Filed: 5/11/2015 Pages: 3
Notification of Service – Exhibit B – Price Later Marketing Agreement

Brent Baldwin

Daniel Gaustad, Joseph Quinn, Attorneys

PRICE LATER MARKETING AGREEMENT 1108

COMPANY Grand Forks Bean Co., Inc.
GROWER BALDWIN FARMS INC / Brent Baldwin
ADDRESS ST. THOMAS

WHEREAS, pinto beans undergo a quality deterioration in this area that cannot be stored over crop year and
WHEREAS, the parties desire to provide a market beneficial to the grower and to the company which requires a constant supply of pinto beans available to the company throughout the winter months and so the company may conduct an orderly marketing operation and so that the grower may also have a chance in the time for marketing his pinto beans:

NOW THEREFORE, it is hereby agreed by and between the grower and the company as follows:

1. The company will accept, to the extent of its plant capacity to handle them, U.S. No. 1 and U.S. No. 2 Pinto Beans, with a moisture content not over 15%, grown and delivered to by grower. Upon deliver of the pinto beans to the company plant, a receiving ticket will be issued to the grower and the issuing of the ticket will thereupon transfer title of th pinto beans to the company.
2. The beans delivered will be priced before JAN 1, 2014. On those pintos on which to Grower Prices, the price will be the posted market price on the date of pricing.
3. The company reserves the right to withdraw from the market due to slow market conditions from time to time.
4. Checks for the pinto beans will be issued only on growers request.
5. Signing this agreement does not automatically put your beans under this Marketing agreement. It is necessary for you to notify the company at the time each truck is delivered.
6. Seller hereby warrants that he has good and merchantable title and the right to sell the beans hereinabove described and that said beans are free and clear of all liens, mortgages, and encumbrances of any kind of nature whatsoever.
7. This Contract shall be non-assignable by either Buyer or Seller.
8. Service fee of ~~\$0.0000~~ ^{.00493} per day per cwt applies.

Dated this 12 day of SEPTEMBER, 2013.

6,226.07 cwt
43,000.00 > 12/27/13
3,226.07

Grand Forks Bean Co., Inc. TERO
COMPANY BY
Brent Baldwin by the 1/17
GROWER

THIS CONTRACT IS NOT PROTECTED BY NORTH DAKOTA STATUTORY WAREHOUSEMAN'S BOND COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY.
S.H. Seller

Exhibit B

