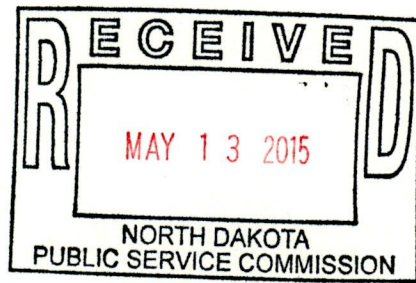


**PEARSON
CHRISTENSEN
& CLAPP, PLLP**
The Legal Advantage



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Grand Forks, ND 58206-5758

PHONE: (701) 775-0521
FAX: (701) 775-0524

Daniel L. Gaustad
dan@grandforkslaw.com

May 11, 2015

Via ND Odyssey service and U.S. Mail

cfurey@nd.gov

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3100 S. Columbia Rd., Ste. 200
Grand Forks, ND 58201-6062

Re: PSC v. Grand Forks Bean, et al.
Civil No. 18-2015-CV-00240
PSC Case No. GE-15-36
Our File No. 90724.001

Parties:

Please find enclosed for service upon you the following:

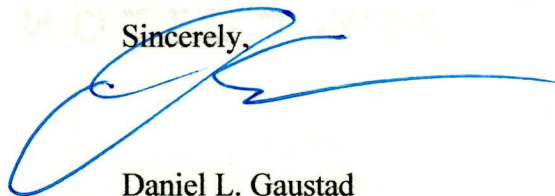
110 **GE-15-36** Filed: 5/13/2015 Pages: 39
Supplement to Claims

- Claim of Brent Baldwin;
- Claim of Baldwin Farms, Inc.;
- Claim of Duane Altendorf; and
- Affidavit of Service.

Pursuant to the Notice of Appointment as Trustee and Notice to File Claims dated March 27, 2015 (Court Doc. 28), this shall also constitute filing of the above-referenced claims with the North Dakota Public Service Commission.

If you have any questions or concerns regarding this matter, please do not hesitate to contact me.

Sincerely,



Daniel L. Gaustad

IE

Encls.

cc Brent Baldwin (via email, w/encls.)
Baldwin Farms (via email, w/encls.)
Duane Altendorf (via email, w/encls.)

STATE OF NORTH DAKOTA
COUNTY OF GRAND FORKS

IN DISTRICT COURT
NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission,
Plaintiff,

-vs-

Grand Forks Bean Company, Inc.,
Defendant.

Civil No. 18-2015-CV-00240

**CLAIM OF
BRENT BALDWIN**

PSC Case No. GE-15-36

[¶1] Brent Baldwin asserts a claim in the above-entitled proceeding, based upon his quantity of 2,220.36 hundred weight (cwt.) of beans, for the market price of said beans prevailing on the date of the insolvency of Defendant Grand Forks Bean Company, Inc., together with interest accruing at the weighted average prime rate charged by the Bank of North Dakota since the date of the insolvency of Defendant Grand Forks Bean Company, Inc. Pursuant to the Court's Amended Order Appointing Trustee (Court Doc. No. 26), Brent Baldwin asserts the date of insolvency of Defendant Grand Forks Bean Company, Inc. occurred on or before December 19, 2014.

[¶2] Brent Baldwin submits with this claim, copies of receipts and other evidence for said beans that were contained within his files, which are attached hereto as **Exhibit A**.

[¶3] Based upon information and belief, the PSC obtained copies of documents within the files and in the possession of Defendant Grand Forks Bean, Inc. relating to Brent Baldwin's 2,220.36 cwt. of beans. Brent Baldwin obtained copies of said documents from the PSC, and

accordingly submits with this claim, copies of said documents, which are attached hereto as **Exhibit B.**

[¶4] The Price Later Marketing Agreement document, attached as part of Exhibit B, filled out by Defendant Grand Forks Bean, Inc. purports to include an authorization for Mr. Baldwin's signature and initials. However, this Price Later Marketing Agreement, contained as part of Exhibit B, was not signed or initialed by Mr. Baldwin, was not authorized by Mr. Baldwin, and the inclusion of Mr. Baldwin's name on the contract was without his knowledge or authorization, and until he obtained it from the PSC, had not been seen by him.

[¶5] Attached as **Exhibit C** is a spreadsheet summarizing Brent Baldwin's claim.

Dated this 11th day of May, 2015.

PEARSON CHRISTENSEN, PLLP

Daniel L. Gaustad (ND ID #05282)

Joseph E. Quinn (ND ID #06538)

Attorneys at Law

24 North 4th Street

P. O. Box 5758

Grand Forks, ND 58206-5758

Phone: 701-775-0521

Facsimile: 701-775-0524

dan@grandforkslaw.com

jquinn@grandforkslaw.com

Attorneys for Brent Baldwin

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STATE OF NORTH DAKOTA)
) ss. **VERIFICATION**
COUNTY OF Pembina)

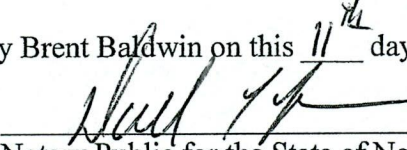
[¶6] Brent Baldwin, being duly sworn upon oath, deposes and states that I have read the above Claim and to the best of my knowledge, believe the contents to be true and correct.

DATED this 11th day of May, 2015.



BRENT BALDWIN

Subscribed and sworn to before me by Brent Baldwin on this 11th day of May, 2015.



Notary Public for the State of North Dakota

DANIEL L. JOHNSON
Notary Public
State of North Dakota
My Commission Expires Feb. 2, 2017

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.

Seller

By: [Signature]

By: per phone w/ Brent

Date: 9/6/13

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 %

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 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

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

02678

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 3.64 %

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.

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

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

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

02683

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 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

Exhibit A

2,220, ³⁶cwt

02698

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

DATE 9/23/13
 Name BRENT BALDWIN

Name FREIGHT TO BALDWIN FARMS INC. DRIVER ON 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**

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 and 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 peace 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 JULY 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 ^{.00493}~~\$.00000~~ per day per cwt applies.

Dated this 12 day of SEPTEMBER, 20 13.

6,226.07 cwt
43,000.00 > 12/29/13
3,226.07

Grand Forks Bean Co., Inc. [Signature]
COMPANY BY
Brent Baldwin by [Signature]
GROWER

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

Brent Baldwin

		Net Grain in Pounds
<u>Scale Ticket Number</u>	<u>Date</u>	<u>Brent Baldwin</u>
2678	9/16/2013	50,281.00
2680	9/16/2013	54,649.00
2683	9/17/2013	57,092.00
2698	9/23/2013	60,014.00
Subtotals		222,036.00
Less Sold		0.00
Totals in Pounds		<u>222,036.00</u>
Totals in CWT		<u>2,220.36</u>

STATE OF NORTH DAKOTA
COUNTY OF GRAND FORKS

IN DISTRICT COURT
NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission,

Plaintiff,

-vs-

Grand Forks Bean Company, Inc.,

Defendant.

Civil No. 18-2015-CV-00240

**CLAIM OF
BALDWIN FARMS, INC.**

PSC Case No. GE-15-36

[¶1] Baldwin Farms, Inc., asserts a claim in the above-entitled proceeding, based upon its quantity of 1,005.71 hundred weight (cwt.) of beans, for the market price of said beans prevailing on the date of the insolvency of Defendant Grand Forks Bean Company, Inc., together with interest accruing at the weighted average prime rate charged by the Bank of North Dakota since the date of the insolvency of Defendant Grand Forks Bean Company, Inc. Pursuant to the Court's Amended Order Appointing Trustee (Court Doc. No. 26), Baldwin Farms, Inc. asserts the date of insolvency of Defendant Grand Forks Bean Company, Inc. occurred on or before December 19, 2014.

[¶2] Baldwin Farms, Inc. submits with this claim, copies of receipts and other evidence for said beans that were contained within its files, which are attached hereto as **Exhibit A**.

[¶3] Based upon information and belief, the PSC obtained copies of documents that were within the files and in the possession of Defendant Grand Forks Bean, Inc. relating to Baldwin Farms, Inc.'s 1,005.71 cwt. of beans. Baldwin Farms, Inc. obtained copies of said documents

from the PSC, and accordingly submits with this claim, copies of said documents, which are attached hereto as **Exhibit B**.

[¶4] The Price Later Marketing Agreement documents, attached as part of Exhibits A and B, filled out by Defendant Grand Forks Bean, Inc. purport to have been signed and initialed with the authorization of Mr. Brent Baldwin, but no such authorization was given.

[¶5] Attached as **Exhibit C** is a spreadsheet summarizing Baldwin Farm, Inc.'s claim.

Dated this 11th day of May, 2015.

PEARSON CHRISTENSEN, PLLP

Daniel L. Gaustad (ND ID #05282)

Joseph E. Quinn (ND ID #06538)

Attorneys at Law

24 North 4th Street

P. O. Box 5758

Grand Forks, ND 58206-5758

Phone: 701-775-0521

Facsimile: 701-775-0524

dan@grandforkslaw.com

jquinn@grandforkslaw.com

Attorneys for Baldwin Farms, Inc.

[balance of page intentionally left blank]

STATE OF NORTH DAKOTA

)

COUNTY OF Pembina

)

ss. **VERIFICATION**

)

[¶6] Buzz Baldwin, as the President of Baldwin Farms, Inc., being duly sworn upon oath, deposes and states that I have read the above Claim and to the best of my knowledge, believe the contents to be true and correct.

DATED this 11th day of May, 2015.

BALDWIN FARMS, INC.

Buzz Baldwin

BY: Buzz Baldwin

Its: President

Subscribed and sworn to before me by Buzz Baldwin, as President of Baldwin Farms, Inc. on this 11th day of May, 2015.

Daniel L. Johnson
Notary Public for the State of North Dakota

DANIEL L. JOHNSON
Notary Public
State of North Dakota
My Commission Expires Feb. 2, 2017

PRICE LATER MARKETING AGREEMENT

COMPANY Grand Forks Bean Co., Inc.

GROWER BALDWIN FARMS INC.

ADDRESS ST. THOMAS

WHEREAS, pinto beans undergo a quality deterioration in this area and 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 choice 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 it 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 July 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 \$⁰⁰⁴⁹³~~00329~~ per day per cwt applies.

Dated this 12 day of SEPTEMBER, 20 13.

Grand Forks Bean Co., Inc. Ted Q

COMPANY

BY

Brent Baldwin by [Signature]
GROWER

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

S.A.

Seller

Exhibit A

Comments:

910SD Vehicle & Grain..LBS
 34590 Vehicle.....LBS
 54460 Gross Grain.....LBS
 1028 Dockage.....LBS
 55432 Net Grain.....LBS

Moist Dock.....%LBS
 Net Grain.....LBS

13/13
 BALDWIN FARMS INC
 DRIVER ON OFF

EXHIBIT A

Grade 1 Bin No. 5
 %Pick 2 %FM 2 %
 % Total Dock 1.82 %
 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:

85070 Vehicle & Grain..LBS
 31440 Vehicle.....LBS
 53630 Gross Grain.....LBS
 1137 Dockage.....LBS
 52493 Net Grain.....LBS

Moist Dock.....%LBS
 Net Grain.....LBS

02659

DATE 9/13/13
 Name BALDWIN FARMS INC
 DRIVER ON OFF

Address
 Kind Pinto Grade 1 Bin No. 5
 Splits 1.6 %Pick 32 %FM 2 %
 Moist 13.8 % Total Dock 2.12 %
 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 Storage Assembly
 No. 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:

93290 Vehicle & Grain..LBS
 35450 Vehicle.....LBS
 57840 Gross Grain.....LBS
 2684 Dockage.....LBS
 55150 Net Grain.....LBS

Moist Dock.....%LBS
 Net Grain.....LBS

02685

DATE 9/17/13
 Name BALDWIN FARMS INC
 DRIVER ON OFF

Address
 Kind Grade 1 Bin No. 5
 Splits 3.04 %Pick 48 %FM 1.12 %
 Moist % Total Dock 4.64 %
 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.
 All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check Storage Assembly
 No. 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:

88100 Vehicle & Grain..LBS

27090 Vehicle.....LBS

61010 Gross Grain.....LBS

1440 Dockage.....LBS

59570 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02655

DATE 9/12/13

Name BALDWIN FARMS INC.

Name DRIVER ON OFF

Address

Kind Pinto Grade 1 Bin No. ES

Splits 88 %Pick 1 %FM 48 %

Moist 14.6 % Total Dock 2.36 %

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.

Check Storage Assembly No. 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:

83940 Vehicle & Grain..LBS

32640 Vehicle.....LBS

49300 Gross Grain.....LBS

1045 Dockage.....LBS

46255 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02651

DATE 9/12/13

Name BALDWIN FARMS INC.

Name DRIVER ON OFF

Address

Kind Pinto Grade 1 Bin No.

Splits 92 %Pick 4 %FM 8 %

Moist 14.8 % Total Dock 2.12 %

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 Storage Assembly No. 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:

102260 Vehicle & Grain..LBS

34970 Vehicle.....LBS

67090 Gross Grain.....LBS

1588 Dockage.....LBS

65702 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

12/13

ALDWIN FARMS INC.

DRIVER ON OFF

Grade 1 Bin No. ES

%Pick 64 %FM 32 %

4.6 % Total Dock 2.36 %

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.

Check Storage Assembly No. 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

EXHIBIT A

4005.7' cwt

3000 Sold

1005.7' cwt left

Exhibit A

Comments:

92930 Vehicle & Grain..LBS

27340 Vehicle.....LBS

65590 Gross Grain.....LBS

1627 Dockage.....LBS

63963 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02647

DATE 9/12/13

Name Balswin Farms Inc

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. ES

Splits 1.2 %Pick .8 %FM .48 %

Moist 15.3 % Total Dock 2.48 %

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

Baldwin Farms Inc.

12/27/2013

3,000 cwt @ \$45.00

135,000.00
-300.00

1010 - BREMER CHE

134,700.00

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 and 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 the 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 the pinto beans to the company.
2. The beans delivered will be priced before JULY 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 \$.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 1st
 GROWER

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

Baldwin Farms, Inc.

<u>Scale Ticket Number</u>	<u>Date</u>	<u>Net Grain in Pounds</u>
		<u>Baldwin Farms, Inc.</u>
2646	9/12/2013	65,702.00
2647	9/12/2013	63,963.00
2651	9/12/2013	48,255.00
2655	9/12/2013	59,570.00
2659	9/13/2013	52,493.00
2660	9/13/2013	55,432.00
2685	9/17/2013	<u>55,156.00</u>
Subtotals		400,571.00
Less Sold (in pounds)	12/27/2013	<u>(300,000.00)</u>
Totals in Pounds		<u>100,571.00</u>
Totals in CWT		<u>1,005.71</u>

STATE OF NORTH DAKOTA
COUNTY OF GRAND FORKS

IN DISTRICT COURT
NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission,
Plaintiff,

-vs-

Grand Forks Bean Company, Inc.,
Defendant.

Civil No. 18-2015-CV-00240

**CLAIM OF
DUANE ALTENDORF**

PSC Case No. GE-15-36

[¶1] Duane Altendorf asserts a claim in the above-entitled proceeding, based upon his quantity of 2,408.22 hundred weight (cwt.) of beans, for the market price of said beans prevailing on the date of the insolvency of Defendant Grand Forks Bean Company, Inc., together with interest accruing at the weighted average prime rate charged by the Bank of North Dakota since the date of the insolvency of Defendant Grand Forks Bean Company, Inc. Pursuant to the Court's Amended Order Appointing Trustee (Court Doc. No. 26), Duane Altendorf asserts the date of insolvency of Defendant Grand Forks Bean Company, Inc. occurred on or before December 19, 2014.

[¶2] Duane Altendorf submits with this claim, copies of receipts and other evidence for said beans that were contained within his files, which are attached hereto as **Exhibit A**.

[¶3] Based upon information and belief, the PSC obtained copies of documents within the files and in the possession of Defendant Grand Forks Bean, Inc. relating to Duane Altendorf's 2,408.22 cwt. of beans. Duane Altendorf obtained copies of said documents from the PSC, and

accordingly submits with this claim, copies of said documents, which are attached hereto as **Exhibit B.**

[¶4] The Price Later Marketing Agreement document, attached as part of Exhibit B, filled out by Defendant Grand Forks Bean, Inc. purports to have been signed and initialed by Mr. Altendorf. However, this document was not signed or initialed by Mr. Altendorf, and until he obtained it from the PSC, had not been seen by him.

[¶5] Attached as **Exhibit C** is a spreadsheet summarizing Duane Altendorf's claim.

Dated this 11th day of May, 2015.

PEARSON CHRISTENSEN, PLLP

Daniel L. Gaustad (ND ID #05282)

Joseph E. Quinn (ND ID #06538)

Attorneys at Law

24 North 4th Street

P. O. Box 5758

Grand Forks, ND 58206-5758

Phone: 701-775-0521

Facsimile: 701-775-0524

dan@grandforkslaw.com

jquinn@grandforkslaw.com

Attorneys for Duane Altendorf

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STATE OF NORTH DAKOTA

)

) ss. **VERIFICATION**

COUNTY OF Pembina

)

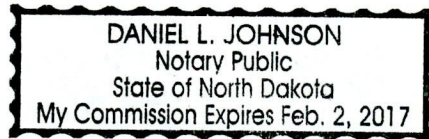
[¶6] Duane Altendorf, being duly sworn upon oath, deposes and states that I have read the above Claim and to the best of my knowledge, believe the contents to be true and correct.

DATED this 11th day of May, 2015.

Duane Altendorf
DUANE ALTENDORF

Subscribed and sworn to before me by Duane Altendorf on this 11 day of May, 2015.

Daniel L. Johnson
Notary Public for the State of North Dakota



Comments:

93700 Vehicle & Grain LBS

35320 Vehicle LBS

58380 Gross Grain LBS

4414 Dockage LBS

53906 Net Grain LBS

Moist Dock % LBS

Net Grain LBS

02710

DATE 9/24/13
Name DUANE ALTENDORF
Name FREIGHT TO BALDWIN FARM INC. DRIVER ON OFF
Address

Kind _____ Grade 2 Bin No. MN
Splits 3.2 %Pick 4.12 %FM .24 %
Moist 15.7 % Total Dock 7.56 %
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**

Comments:

95180 Vehicle & Grain..LBS

35440 Vehicle.....LBS

59740 Gross Grain.....LBS

3298 Dockage.....LBS

56412 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02707

DATE 9/24/13

Name DUANE ALTENDORF

Name FREIGHT TO BALDWIN FARMS DRIVER ON OFF

Address

Kind _____ Grade 1 Bin No. MN

Splits 3.2 %Pick 1 %FM 1.32 %

Moist 13.8 % Total Dock 5.52 %

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

Comments:

816496 Vehicle & Grain..LBS

32230 Vehicle.....LBS

54260 Gross Grain.....LBS

4319 Dockage.....LBS

49941 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02709

DATE 9/24/13

Name DUANE ALTENDORF

Name FROIGHT TO BALDWIN FARM INC DRIVER ON OFF

Address

Kind _____ Grade 1 Bin No. MN

Splits 4.4 %Pick 2.88 %FM .68 %

Moist 14.5 % Total Dock 7.96 %

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**

Comments:

100260 Vehicle & Grain..LBS

28040 Vehicle.....LBS

72220 Gross Grain.....LBS

31629 Dockage.....LBS

168551 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02708

DATE 9/24/13

Name DUANE ALTENDORF

Name FREIGHT TO BRENT B. DRIVER ON OFF

Address _____

Kind _____ Grade 1 Bin No. MN

Splits 3.6 %Pick .88 %FM .6 %

Moist 12.9 % Total Dock 5.08 %

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.

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**

Comments:

86160 Vehicle & Grain..LBS

33140 Vehicle.....LBS

53020 Gross Grain.....LBS

2672 Dockage.....LBS

50348 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02706

DATE 9/24/13

Name ~~BRAND~~ ~~BRAND~~

Name Duane Altemeyer DRIVER ON OFF

Address FREIGHT TO BRANT B.

Kind _____ Grade 1 Bin No. MN

Splits 2.92 %Pick 1.48 %FM .64 %

Moist 13.5 % Total Dock 5.04 %

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

Comments:

916340 Vehicle & Grain..LBS

34900 Vehicle.....LBS

61440 Gross Grain.....LBS

1966 Dockage.....LBS

59474 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02702

DATE 9/23/13

Name DUANE ALTENDORF

Name BRENT BRENT B. DRIVER ON OFF

Address

Kind _____ Grade 1 Bin No. MN

Splits 1.4 %Pick 1.32 %FM .48 %

Moist 14.1 % Total Dock 3.2 %

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

Comments:

87800 Vehicle & Grain..LBS

31740 Vehicle.....LBS

56060 Gross Grain.....LBS

2018 Dockage.....LBS

54042 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02704

DATE 9/23/13

Name DWANE ALTEUDORF

Name FREIGHT TO BALDWIN FARMS DRIVER ON OFF

Address

Kind _____ Grade 1 Bin No. MN

Splits 2 %Pick 1.2 %FM 4 %

Moist _____ % Total Dock 3.6 %

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

Comments:

81520 Vehicle & Grain..LBS

31770 Vehicle.....LBS

49750 Gross Grain.....LBS

1692 Dockage.....LBS

48058 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02701

DATE 9/23/13

Name DUANE ALTENDORF

Name FREIGHT TO BALDWIN FARMS INC DRIVER OFF

Address

Kind _____ Grade 1 Bin No. _____

Splits 1.4 %Pick 1.6 %FM 4 %

Moist 14.5 % Total Dock 3.4 %

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**

PRICE LATER MARKETING AGREEMENT 1111

COMPANY Grand Forks Bean Co., Inc.
GROWER Duane Albrecht
ADDRESS St Thomas, ND

WHEREAS, pinto beans undergo a quality deterioration in this area and 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 choice 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 it 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 July 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 \$.00329 per day per cwt applies.

Dated this 23 day of Sept, 2013.

4,408.22 cwt
(2,000.00) 12/31/13
2408.22

Grand Forks Bean Co., Inc. talk 2 Mr
COMPANY BY
Duane Albrecht
GROWER

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

Duane Altendorf

<u>Scale Ticket Number</u>	<u>Date</u>	Net Grain in Pounds
		<u>Duane Altendorf</u>
2701	9/23/2013	48,058.00
2704	9/23/2013	54,042.00
2702	9/23/2013	59,474.00
2706	9/24/2013	50,348.00
2708	9/24/2013	68,551.00
2709	9/24/2013	49,941.00
2707	9/24/2013	56,442.00
2710	9/24/2013	<u>53,966.00</u>
Subtotals		440,822.00
Less Sold (in pounds)	12/31/2013	(200,000.00)
Totals in Pounds		<u>240,822.00</u>
Totals in CWT		<u>2,408.22</u>

ijs@nd.gov
Illona Jeffcoat-Sacco

jschroeder@northdakotalaw.net
John D. Schroeder

Served by U.S. Mail:

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Rosenquist & Arnason, PLLP
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Grand Forks, ND 58203

Tracy Kennedy
Attorney at Law
Zimney Foster, PC
3100 S. Columbia Rd., Ste. 200
Grand Forks, ND 58201-6062

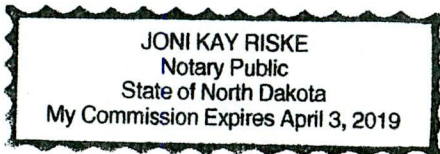
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John Schroeder
Attorney at Law
Zimney Foster, PC
3100 S. Columbia Rd., Ste. 200
Grand Forks, ND 58201-6062


Sharon Kouba

Subscribed and sworn to before me in Grand Forks County, North Dakota, this 11th day of May, 2015.




Notary Public, North Dakota