

Richter, Susan K.

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Sent: Thursday, May 14, 2015 4:51 PM
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: 5/14/2015 4:47:36 PM

Filing Code: Exhibit

Filing Desc: Exhibit B - Claim of Chuck Nelson - Dry Bean Contract

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Notification of Service – Exhibit B - Claim of Chuck Nelson

Chuck Nelson

Russ Melland, Attorney

Grand Forks Bean Co, Inc.

Grand Forks, ND 58203

DRY BEAN CONTRACT

1051

Year 2013 CROP

Between Grand Forks Bean Co, Inc. of Grand Forks, North Dakota, hereinafter known as "Buyer"
and Chuck Nelson, Thompson, ND, hereinafter known as "Seller".

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

Acres N/A CWT 5,000

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

\$ 33.00 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 Dec. 31, 2013
(MONTH / DATE / YEAR)
_____% on _____
(MONTH / DATE / YEAR)
_____% on _____
(MONTH / DATE / YEAR)

Grand Forks Bean Co, Inc.

By: [Signature]

Date: 10/16/12

Seller

By: Nelson Farms by Charles B. Nelson
phone w/ Chuck

Date: 10/16/12