IN THE SUPREME COURT

STATE OF NORTH DAKOTA

Public Service Commission, Petitioner, vs. Grand Forks Bean Company, Inc., Auto-Owners Insurance Company, Respondents, PSC Case No. GE-15-36	)	Supreme Court No. 20160303 Grand Forks County District Court File No. 18-2015-CV-00240

JOINT APPENDIX

APPEAL FROM JUDGMENT, DATED JULY 22, 2016, ORDER DENYING INTERVENTION BY ALLOWING FULL PARTICIPATION AS A CLAIMANT – BREMER BANK, DATED NOVEMBER 19, 2015, ORDER MODIFYING TRUSTEE'S REPORT AND RECOMMENDATION, DATED MAY 3, 2016, ORDER CORRECTING CLERICAL MISTAKE/OVERSIGHT, DATED MAY 5, 2016, ORDER RESOLVING POST-HEARING ISSUES, DATED JULY 5, 2016, ORDER FOR JUDGMENT, DATED JULY 22, 2016, AND ORDER DENYING POST-JUDGMENT RELIEF-MOTION FILED AUGUST 24, 2016, DATED SEPTEMBER 15, 2016

THE DISTRICT COURT OF GRAND FORKS COUNTY, NORTH DAKOTA
NORTHEAST CENTRAL JUDICIAL DISTRICT
THE HONORABLE JON J. JENSEN, PRESIDING

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REGISTER OF ACTIONS

CASE NO. 18-2015-CV-00240

Public Service Commission, et al. vs. Grand Forks Bean Company, Inc. §§§§§§§§

Case Type: **Other Civil**
Date Filed: **02/13/2015**
Location:
Judicial Officer: **Jensen, Jon J.**
Supreme Court Docket Number: **20160303**

PARTY INFORMATION

		Attorneys
Defendant	**Grand Forks Bean Company, Inc.** 2120 N. WASHINGTON STREET GRAND FORKS, ND 58203	
Plaintiff	**Public Service Commission** 600 East Boulevard Ave Dept 408 Bismarck, ND 58505-0480	**Illona A Jeffcoat-Sacco** *Retained* 701-328-2400 x0000(W)
Plaintiff	**Public Service Commission** 600 E Boulevard Ave Dept 408 Bismarck, ND 58505-0480	**Mitchell D Armstrong** *Retained* 701-258-0630 x0000(W) ~~Casey Ann Furey~~ ~~*Retained*~~ ~~701-223-6585 x0000(W)~~

EVENTS & ORDERS OF THE COURT

DISPOSITIONS

07/05/2016 **Judgment / Order Entered** (Judicial Officer: Jensen, Jon J.)

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Proposed Ex Parte Order to Preserve Trust Assets

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Ron Adams, Nicholas Adams, Chuck Nelson, WJS Nelson (Jon Nelson and Steve Nelson), by and through their undersigned counsel, and respectfully file this joinder to the Return of Curt Amundson and Beth A. Nelson to the Motion to Intervene of Bremer Bank, National Association and Brief in Support of Return

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Order Allowing to Appear by Telephone at Hearing

09/25/2015 **Service Document** **Doc ID# 151**
Affidavit of Service upon Daniel Gaustad, Michael Morley, Tracy A. Kennedy, John D. Schroeder, Jon Brakke, Joel Arnason, Russ Melland, Illona Jeffcoat-Sacco, and Scott Knudsvig

09/30/2015 **Notice** **Doc ID# 152**
Notice of Motion and Notice of Hearing

09/30/2015 **Motion** **Doc ID# 153**
Motion to Approve Report and Recommendation of Trustee, Approve Payments, and Discharge Trustee

09/30/2015 **Brief** **Doc ID# 154**
Brief in Support of Motion to Approve Report and Recommendation of Trustee, Approve Payments, and Discharge Trustee

09/30/2015 **Report** **Doc ID# 155**
Report and Recommendation of Trustee

09/30/2015 **Exhibit** **Doc ID# 156**
A - Findings of Fact, Conclusions of Law, and Order, Public Service Comm n v. Grabanski Grain, LLC, and Platte River Ins. Co. Case No. 50-2011-CV-00029

09/30/2015 **Affidavit** **Doc ID# 157**
Supplemental Affidavit of Susan K. Richter

09/30/2015 **Exhibit** **Doc ID# 158**
1 - most recent bank statement

09/30/2015 **Exhibit** **Doc ID# 159**
2 - Grand Forks Bean's License

09/30/2015 **Exhibit** **Doc ID# 160**
3 - Grand Forks Bean's Bond filed with the Commission

09/30/2015 **Exhibit** **Doc ID# 161**
4 - associated costs relating to this case

09/30/2015 **Affidavit** **Doc ID# 162**
Affidavit of Timothy Erdmann

09/30/2015 **Exhibit** **Doc ID# 163**
1 - Price Later Marketing Agreement

09/30/2015 **Exhibit** **Doc ID# 164**
2 - Invoice (No. 1221) dated 12-16-14 for Pinto Seed

09/30/2015 **Exhibit** **Doc ID# 165**
3 - Scale tickets located in Grand Forks Beans records relating to Chuck Nelson s

09/30/2015 **Exhibit** **Doc ID# 166**
4 - Scale tickets within Grand Forks Beans records supporting the cwt claimed by Nicholas Adams

09/30/2015 **Exhibit** **Doc ID# 167**
5 - Ronald Adams s scale tickets located in Grand Forks Bean s files

09/30/2015 **Exhibit** **Doc ID# 168**
6 - United States Department of Agriculture Colorado Department of Ag Market News printouts

09/30/2015 **Exhibit** **Doc ID# 169**
7 - Bank of North Dakota information used to verify the interest rate

09/30/2015 **Exhibit** **Doc ID# 170**
8 - Storage, Handling and Delivery Policy

09/30/2015 **Exhibit** **Doc ID# 171**
9 - Spreadsheet detailing the recommended payment to each claimant

09/30/2015 **Service of Motion** **Doc ID# 172**
Affidavit of Service upon all parties

10/05/2015 **Order** **Doc ID# 173**
Allowing to Appear by Telephone at Hearing

10/26/2015 **Service Document** **Doc ID# 174**
Return Receipt (Michael Morley)

10/26/2015 **Service Document** **Doc ID# 175**
Return Receipt (Tad McGurk)

10/26/2015 **Service Document** **Doc ID# 176**
Return Receipt (Joel Arnason)

10/26/2015 **Service Document** **Doc ID# 177**
Return Receipt (Auto Owners)

11/13/2015 **Brief** **Doc ID# 178**
Reply Brief in Support of Bremer Bank's Motion to Intervene

11/13/2015 **Exhibit** **Doc ID# 179**

Exhibit A to Reply Brief: S.L. 1985, ch. 661

11/13/2015 **Service Document** **Doc ID# 180**
Affidavit of Service - Illona Jeffcoat-Sacco, Jon Brakke, Joel Arnason, Russ Melland, Daniel Gaustad, Brian Schmidt, Scott Knudsvig, Mitchell Armstrong

11/19/2015 **Motion/Hearing** (9:30 AM) (Judicial Officer Jensen, Jon J.)
to Intervene; Court to call Atty Jon Brakke per Order: 701-237-6983; Atty Mitchell Armstrong 701-258-0630 Digital MAA 11/19/15

10/15/2015 *Continued to 11/19/2015 - Continuance - Party Unavailable - Adams, Nickolas; Adams, Ronald; Altendorf, Duane; Amundson, Curt; Auto-Owners Insurance Company; Baldwin, Brent; Bremer Bank, National Association; Estate of Brad Nelson; Fessenden Cooperative Association; Grand Forks Bean Company, Inc.; Nelson, Chuck B.; Nelson, Jon; Nelson, Steve; Nelson, WJS; Public Service Commission*

Result: Hearing Ended

11/19/2015 **Order** **Doc ID# 181**
Order Denying Intervention But Allowing Full Participation as a Claimant - Bremer Bank

01/29/2016 **Notice** **Doc ID# 182**
Amended Claim of Beth A. Nelson , as Assignee of the Estate of Brad Nelson

01/29/2016 **Exhibit** **Doc ID# 183**
Ex A to Amended Claim of Beth Nelson (Dry Bean Contract and scale tickets)

01/29/2016 **Service Document** **Doc ID# 184**
Certificate of Electronic Service of Amended Claim of Beth Nelson on all parties by ECF

01/29/2016 **Notice** **Doc ID# 185**
Amended Claim of Curt Amundson

01/29/2016 **Exhibit** **Doc ID# 186**
Ex A to Amended Claim of Curt Amundson (copies of Price Marketing Agreement and scale tickets)

01/29/2016 **Service Document** **Doc ID# 187**
Certificate of Electronic Service of Amended Claim of Curt Amundson to all parties by electronic service

01/29/2016 **Notice** **Doc ID# 188**
Amended Claim of Baldwin Farms

01/29/2016 **Exhibit** **Doc ID# 189**
Exhit A - Baldwin Farms

01/29/2016 **Exhibit** **Doc ID# 190**
Exhibit B - Baldwin Farms

01/29/2016 **Exhibit** **Doc ID# 191**
Exhibit C - Baldwin Farms

01/29/2016 **Service Document** **Doc ID# 192**
Affidavit of Service

01/29/2016 **Notice** **Doc ID# 193**
Amended Claim of Brent Baldwin

01/29/2016 **Exhibit** **Doc ID# 194**
Exhibit A - Brent Baldwin

01/29/2016 **Exhibit** **Doc ID# 195**
Exhibit B - Brent Baldwin

01/29/2016 **Exhibit** **Doc ID# 196**
Exhibit C - Brent Baldwin

01/29/2016 **Service Document** **Doc ID# 197**
Affidavit of Service

01/29/2016 **Notice** **Doc ID# 198**
Amended Claim of Duane Altendorf

01/29/2016 **Exhibit** **Doc ID# 199**
Exhibit A - Duane Altendorf

01/29/2016 **Exhibit** **Doc ID# 200**
Exhibit B - Duane Altendorf

01/29/2016 **Exhibit** **Doc ID# 201**
Exhibit C - Duane Altendorf

01/29/2016 **Service Document** **Doc ID# 202**
Affidavit of Service

01/29/2016 **Notice** **Doc ID# 203**
Amended Claim of Nicholas E. Adams

01/29/2016 **Exhibit** **Doc ID# 204**
Exhibit A - Claim of Nicholas Adams - Scale Ticket

01/29/2016 **Notice** **Doc ID# 205**
Amended Claim of Chuck Nelson

01/29/2016 **Exhibit** **Doc ID# 206**
Exhibit A - Claim of Chuck Nelson - Scale Ticket

01/29/2016 **Exhibit** **Doc ID# 207**
Exhibit B - Claim of Chuck Nelson - Dry Bean Contract

01/29/2016 **Notice** **Doc ID# 208**
Amended Claim of Ronald E. Adams

01/29/2016 **Exhibit** **Doc ID# 209**
Exhibit A - Claim of Ronald Adams - Scale Ticket Summary 10-2010

01/29/2016 **Exhibit** **Doc ID# 210**
Exhibit B - Claim of Ronald Adams - Scale Tickets 10-2010

01/29/2016 **Exhibit** **Doc ID# 211**
Exhibit C - Claim of Ronald Adams - Scale Ticket Summary 9-2012

01/29/2016 **Exhibit** **Doc ID# 212**
Exhibit D - Claim of Ronald Adams - Scale Tickets 9-2012

01/29/2016 **Service Document** **Doc ID# 213**
Certificate of Service

02/25/2016 **Notice** **Doc ID# 214**
Amended Claim of WJS Nelson (160225)

02/25/2016 **Exhibit** **Doc ID# 215**
Amended Claim of WJS Nelson - Exhibit A - Scale Ticket (160225)

02/25/2016 **Service Document** **Doc ID# 216**
Certificate of Service

03/03/2016 **Response** **Doc ID# 217**

Objection of Curt Amundson and Beth Nelson, as Assignee of the Estate of Brad Nelson, to the Petitioner's Motion to Approve Report and Recommendation of Trustee, Approve Payments, and Discharge Trustee

03/03/2016 **Service Document** **Doc ID# 218**
Certificate of Service of Objection of Curt Amundson and Beth Nelson to Petitioner's Motion to Approve Report on opposing counsel

03/03/2016 **Response** **Doc ID# 219**
Objection of Brent Baldwin, Baldwin Farms, Inc., and Duane Altendorf to Petitioner's Motion to Approve Report and Recommendation of Trustee, Approve Payments, and Discharge Trustee and to the Petitioner's Report and Recommendation of Trustee

03/03/2016 **Service Document** **Doc ID# 220**
Affidavit of Service - T.Kennedy,J.Schroeder,J.Brakke, R.Melland, I.Jeffcoat-Sacco,M.Armstrong,B.Schmidt,S.Knudsvig,J.Arnason,M.Morley

03/03/2016 **Brief** **Doc ID# 221**
Objection of Ronald Adams, Nicholas Adams, Chuck Nelson, and WJS Nelson to the Petitioner's Motion to Approve Report and Recommendation of Trustee, Approve Payments, and Discharge Trustee

03/03/2016 **Service Document** **Doc ID# 222**
Certificate of Service

03/03/2016 **Response** **Doc ID# 223**
Claimant Bremer Bank National Association's Objection to Report and Recommendation of Trustee

03/03/2016 **Service Document** **Doc ID# 224**
Affidavit of Service - Bremer Bank's Objection to Report and Recommendation

03/03/2016 **Deposition** **Doc ID# 225**
Deposition of Susan Richter

03/03/2016 **Service Document** **Doc ID# 226**
Affidavit of Service - Bremer Bank Brief in Support of Objection to Report and Recommendation

03/03/2016 **Brief** **Doc ID# 227**
Brief in Support of Claimant Bremer Bank, National Association's Objection to Report and Recommendation of Trustee

03/03/2016 **Exhibit** **Doc ID# 228**
Exhibit A to Brief in Support of Bremer Bank's Objection to Report and Recommendation of Trustee

03/03/2016 **Deposition** **Doc ID# 229**
Deposition of Ronald Adams - Part 1 of 2

03/03/2016 **Deposition** **Doc ID# 230**
Deposition of Ronald Adams - Part 2 of 2

03/03/2016 **Deposition** **Doc ID# 231**
Deposition of Beth Nelson

03/03/2016 **Deposition** **Doc ID# 232**
Deposition of Brent Baldwin

03/03/2016 **Deposition** **Doc ID# 233**
Deposition of Nicholas Adams

03/03/2016 **Deposition** **Doc ID# 234**
Deposition of Chuck Nelson

03/03/2016 **Deposition** **Doc ID# 235**
Deposition of Curt Amundson

03/03/2016 **Deposition** **Doc ID# 236**
Deposition of Duane Altendorf

03/03/2016 **Deposition** **Doc ID# 237**
Deposition of Timothy Erdmann

03/04/2016 **Exhibit** **Doc ID# 238**
Objection to Report of Commission - Exhibit A - Report

03/09/2016 **Brief** **Doc ID# 239**
Public Service Commission's Pre-Hearing Brief

03/09/2016 **Exhibit** **Doc ID# 240**
A - HB 1197

03/09/2016 **Exhibit** **Doc ID# 241**
B - Order Following Evidentiary Hearing (United States of America v. Wimbledon Grain Co. et al)

03/09/2016 **Service Document** **Doc ID# 242**
Affidavit of Service Upon All Counsel of Record

03/10/2016 **Civil Filing** **Doc ID# 243**
Petitioner's Amended Exhibit List for Hearing on Report and Recommendation

03/10/2016 **Service Document** **Doc ID# 244**
Affidavit of Service Upon All Counsel of Record

03/14/2016 **Hearing** (9:00 AM) (Judicial Officer Jensen, Jon J.)
03/14/2016, 03/15/2016
on Trustees Report & Recommendations Digital MAA 3-14-16 Digital MAA 3-15-16
Result: Hearing Ended

03/14/2016 **Report** **Doc ID# 245**
Combined Exhibit List of Brent Baldwin, Baldwin Farms, Inc., Duane Altendorf, Beth Nelson, As Assignee of the Estate of Brad Nelson, Curt Amundson, Chuck Nelson, WJS Nelson, Nicholas E. Adams and Ronald E. Adams

03/14/2016 **Service Document** **Doc ID# 246**
Affidavit of Service - Upon all Counsel of Record

03/29/2016 **Brief** **Doc ID# 247**
Post Hearing Brief of Brent Baldwin, Baldwin Farms, Inc., and Duane Altendorf

03/29/2016 **Service Document** **Doc ID# 248**
Affidavit of Service - Upon all Counsel of Record

03/29/2016 **Brief** **Doc ID# 249**
Closing Argument of Respondent AUTO-OWNERS INSURANCE COMPANY

03/29/2016 **Service Document** **Doc ID# 250**
Affidavit of Service serving Armstrong, Schmidt, Jeffcoat-Sacco, Gaustad, Kennedy, Schroeder, Brakke, Arnason, Melland, Knudsvig

03/29/2016 **Brief** **Doc ID# 251**
Post-Trial Brief of Ronald Adams, Nicholas Adams, Chuck Nelson, and WJS Nelson

03/29/2016 **Service Document** **Doc ID# 252**
Certificate of Service

03/29/2016 **Brief** **Doc ID# 253**
Public Service Commission's Closing Brief

03/29/2016 **Service Document** **Doc ID# 254**
Affidavit of Service upon all parties of record

03/29/2016 **Brief** **Doc ID# 255**

Post-Hearing Brief in Support of Claimant Bremer Bank, National Association's Objection to Report and Recommendation of Trustee

03/29/2016 **Service Document** **Doc ID# 256**
Affidavit of Service on all parties- Claimant Bremer Bank's Post Hearing Brief

03/29/2016 **Brief** **Doc ID# 257**
Post-Trial Brief of the Claimants Curtis Amundson and Beth Nelson, as Assignee of the Estate of Brad Nelson

03/29/2016 **Service Document** **Doc ID# 258**
Certificate of Service on all counsel of Post-Trial Brief of the Claimants Curtis Amundson and Beth Nelson, as Assignee of the Estate of Brad Nelson

04/05/2016 **Brief** **Doc ID# 259**
Reply Brief of the Claimants Curtis Amundson and Beth Nelson, as Assignee of the Estate of Brad Nelson

04/05/2016 **Service Document** **Doc ID# 260**
Certificate of Service of Reply Brief of the Claimants Curtis Amundson and Beth Nelson, as Assignee of the Estate of Brad Nelson on all opposing counsel

04/05/2016 **Brief** **Doc ID# 261**
Reply Brief of Auto-Owners Insurance Company

04/05/2016 **Service Document** **Doc ID# 262**
Service Document Serving Counsel of Record

04/05/2016 **Brief** **Doc ID# 263**
Post-Trial Reply Brief of Ronald Adams, Nicholas Adams, Chuck Nelson, and WJS Nelson

04/05/2016 **Service Document** **Doc ID# 264**
Certificate of Service

04/05/2016 **Brief** **Doc ID# 265**
Post Hearing Reply Brief of Brent Baldwin, Baldwin Farms, Inc., and Duane Altendorf

04/05/2016 **Service Document** **Doc ID# 266**
Affidavit of Service - Upon all Counsel of Record

04/05/2016 **Brief** **Doc ID# 267**
Public Service Commission's Reply Closing Brief

04/05/2016 **Service Document** **Doc ID# 268**
Affidavit of Service upon all parties of records

04/05/2016 **Brief** **Doc ID# 269**
Claimant Bremer Bank, National Association's Post-Hearing Reply Brief in Support of Claimant Bremer Bank, National Association's Objection to Report and Recommendation of Trustee

04/05/2016 **Service Document** **Doc ID# 270**
Affidavit of Service to all parties - Bremer Bank's Post-Hearing Reply Brief

05/03/2016 **Exhibit** **Doc ID# 271**
PSC Exhibit 1 (October 20, 20015 Letter to Todd McGurk)

05/03/2016 **Exhibit** **Doc ID# 272**
PSC Exhibit 2 (Grand Forks Bean Co. Letter to Sue)

05/03/2016 **Exhibit** **Doc ID# 273**
PSC Exhibit 3 (Delayed Pricing Grain Purchase Agreement)

05/03/2016 **Exhibit** **Doc ID# 274**
PSC Exhibit 4 (State of North Dakota Public Service Commission License #1164)

05/03/2016 **Exhibit** **Doc ID# 275**
PSC Exhibit 5 (Grain Elevator Warehouse Bond)

05/03/2016 **Exhibit** **Doc ID# 276**
PSC Exhibit 6 (Notes)

05/03/2016 **Exhibit** **Doc ID# 277**
PSC Exhibit 7 (December 29, 2014 E-Mail to Susan Richter)

05/03/2016 **Exhibit** **Doc ID# 278**
PSC Exhibit 8 (December 19, 2014 E-Mail to Susan Richter)

05/03/2016 **Exhibit** **Doc ID# 279**
PSC Exhibit 9 (December 20, 2014 E-Mail to Susan Richter)

05/03/2016 **Exhibit** **Doc ID# 280**
PSC Exhibit 10 (December 20, 2014 E-Mail to Susan Richter)

05/03/2016 **Exhibit** **Doc ID# 281**
PSC Exhibit 11 (December 20, 2014 E-Mail to Susan Richter)

05/03/2016 **Exhibit** **Doc ID# 282**
PSC Exhibit 12 (December 20, 2014 E-Mail to Susan Richter)

05/03/2016 **Exhibit** **Doc ID# 283**
PSC Exhibit 13 (12-20-14 Fax to Public Service Commission)

05/03/2016 **Exhibit** **Doc ID# 284**
PSC Exhibit 14 (December 23, 2014 E-Mail to Susan Richter)

05/03/2016 **Exhibit** **Doc ID# 285**
PSC Exhibit 16 (Suspension Notice)

05/03/2016 **Exhibit** **Doc ID# 286**
PSC Exhibit 17 (Stipulation for the Sale of Inventory and Deposit of Proceeds)

05/03/2016 **Exhibit** **Doc ID# 287**
PSC Exhibit 18 (Central Valley Bean Cooperative Ticket History with Averages)

05/03/2016 **Exhibit** **Doc ID# 288**
PSC Exhibit 19 (Bank of North Dakota Account 02/29/2016)

05/03/2016 **Exhibit** **Doc ID# 289**
PSC Exhibit 20a (Grand Forks Beah Co., Inc. Dry Bean Contract Year 2013 Crop)

05/03/2016 **Exhibit** **Doc ID# 290**
PSC Exhibit 20b (Price Later Marketing Agreement)

05/03/2016 **Exhibit** **Doc ID# 291**
PSC Exhibit 20c (Brad Nelson Spreadsheet)

05/03/2016 **Exhibit** **Doc ID# 292**
PSC Exhibit 20d (Certificate of Grade Weight & Dockage of Grain Weighed Over the Scales of Grand Forks Bean Co, Inc.

05/03/2016 **Exhibit** **Doc ID# 293**
PSC Exhibit 21a (Grand Forks Bean Co, Inc. Dry Bean Contract Year 2015 Crop)

05/03/2016 **Exhibit** **Doc ID# 294**
PSC Exhibit 21b (Price Later Marketing Agreement)

05/03/2016 **Exhibit** **Doc ID# 295**
PSC Exhibit 21c (Bren Baldwin Spreadsheet)

05/03/2016 **Exhibit** **Doc ID# 296**
PSC Exhibit 21d (Certificate of Grade Weight & Dockage of Grain Weighed Over the Scales of Grand Forks Bean Co, Inc.
05/03/2016 **Exhibit** **Doc ID# 297**
PSC Exhibit 21e (Brent Baldwin Spreadsheet)
05/03/2016 **Exhibit** **Doc ID# 298**
PSC Exhibit 22a (Price Later Marketing Agreement)
05/03/2016 **Exhibit** **Doc ID# 299**
PSC Exhibit 22b (Baldwin Farm Spreadsheet)
05/03/2016 **Exhibit** **Doc ID# 300**
PSC Exhibit 22c (Certificate of Grade Weight & Dockage of Grain Weight Over the Scales of Grand Forks Bean Co, Inc.)
05/03/2016 **Exhibit** **Doc ID# 301**
PSC Exhibit 22d (Grand Forks Bean Company, Inc. check no. 7056)
05/03/2016 **Exhibit** **Doc ID# 302**
PSC Exhibit 22e (Price Later Marketing Agreement)
05/03/2016 **Exhibit** **Doc ID# 303**
PSC Exhibit 22f (Baldwin Farms, Inc. Spreadsheet)
05/03/2016 **Exhibit** **Doc ID# 304**
PSC Exhibit 23a (Price Later Marketing Agreement)
05/03/2016 **Exhibit** **Doc ID# 305**
PSC Exhibit 23b (Duane Altendorf Farms, Inc. Spreadsheet)
05/03/2016 **Exhibit** **Doc ID# 306**
PSC Exhibit 23c (Certificate of Grade Weight & Dockage of Grain Weighed Over the Sales of Grand Forks Bean Co, Inc.)
05/03/2016 **Exhibit** **Doc ID# 307**
PSC Exhibit 23d (Duane Altendorf Spreadsheet)
05/03/2016 **Exhibit** **Doc ID# 308**
PSC Exhibit 24a (Price Later Marketing Agreement)
05/03/2016 **Exhibit** **Doc ID# 309**
PSC Exhibit 24b (Curt Amundson Spreadsheet)
05/03/2016 **Exhibit** **Doc ID# 310**
PSC Exhibit 24c (Certificate of Grade Weight & Dockage of Grain Weighed Over the Scales of Grand Forks Bean Co, Inc.)
05/03/2016 **Exhibit** **Doc ID# 311**
PSC Exhibit 24d (Grand Forks Bean Co, Inc. Statement No. 1221)
05/03/2016 **Exhibit** **Doc ID# 312**
PSC Exhibit 25a (Grand Forks Bean Co, Inc. Dry Bean Contract Year 2013 Crop)
05/03/2016 **Exhibit** **Doc ID# 313**
PSC Exhibit 25b (Price Later Marketing Agreement)
05/03/2016 **Exhibit** **Doc ID# 314**
PSC Exhibit 25c (Nelson Farms Spreadsheet)
05/03/2016 **Exhibit** **Doc ID# 315**
PSC Exhibit 25d (Certificate of Grade Weight & Dockage of Grain Weiged Over the Scales of Grand Forks Bean Co, Inc.)
05/03/2016 **Exhibit** **Doc ID# 316**
PSC Exhibit 26a (WJS Nelson Spreadsheet)
05/03/2016 **Exhibit** **Doc ID# 317**
PSC Exhibit 26b (Certificate of Grade Weight & Dockage of Grain Weighed Over the Scales of Grand Forks Bean Co, Inc.)
05/03/2016 **Exhibit** **Doc ID# 318**
PSC Exhibit 26c (USDA Report Results)
05/03/2016 **Exhibit** **Doc ID# 319**
PSC Exhibit 27a (Price Later Marketing Agreement)
05/03/2016 **Exhibit** **Doc ID# 320**
PSC Exhibit 27b (Nick Adams Spreadsheet)
05/03/2016 **Exhibit** **Doc ID# 321**
PSC Exhibit 27c (Certificate of Grade Weight & Dockage of Grain Weighed Over the Scales of Grand Forks Bean Co, Inc.)
05/03/2016 **Exhibit** **Doc ID# 322**
PSC Exhibit 28a (Price Later Marketing Agreement)
05/03/2016 **Exhibit** **Doc ID# 323**
PSC Exhibit 28b (Ron Adams Spreadsheet)
05/03/2016 **Exhibit** **Doc ID# 324**
PSC Exhibit 28c (Certificate of Grade Weight & Dockage of Grain Weighed Over the Scales of Grand Forks Bean Co, Inc.)
05/03/2016 **Exhibit** **Doc ID# 325**
PSC Exhibit 28d (Ron Adams Spreadsheet)
05/03/2016 **Exhibit** **Doc ID# 326**
PSC Exhibit 28e (Certificate of Grade Weight & Dockage of Grain Weighed Over the Scales of Grand Forks Bean Co, Inc.
05/03/2016 **Exhibit** **Doc ID# 327**
PSC Exhibit 29 (September 24, 2013 USDA-CO Dept of Ag Market News)
05/03/2016 **Exhibit** **Doc ID# 328**
PSC Exhibit 30 (Bank of North Dakota Lending Services)
05/03/2016 **Exhibit** **Doc ID# 329**
PSC Exhibit 31 (Grand Forks Bean Co. Storage, Handling, and Delivery Policy)
05/03/2016 **Exhibit** **Doc ID# 330**
PSC Exhibit 32 (PSC vs. Grand Forks Bean Company, Inc. PSC Case no. GE-15-36)
05/03/2016 **Exhibit** **Doc ID# 331**
PSC Exhibit 34 (North Dakota Public Service Commisssion Memorandum of Adjustment)
05/03/2016 **Exhibit** **Doc ID# 332**
PSC Exhibit 35 (Agreement-Unsigned)
05/03/2016 **Exhibit** **Doc ID# 333**
BB Exhibit 101 (Claim of Bremer Bank, National Association)
05/03/2016 **Exhibit** **Doc ID# 334**
BB Exhibit 102 (Search Criteria)
05/03/2016 **Exhibit** **Doc ID# 335**
BB Exhibit 103 (Business Loan Agreement (Asset Based))
05/03/2016 **Exhibit** **Doc ID# 336**
BB Exhibit 104 (Borrowing Base & Compliance Certificate)
05/03/2016 **Exhibit** **Doc ID# 337**
BB Exhibit 105 (Independent Account's Compilation Report April 12, 2013)

05/03/2016 **Exhibit** **Doc ID# 338**
BB Exhibit 106 (Independent Accountant's Compilation Report October 15, 2013)
05/03/2016 **Exhibit** **Doc ID# 339**
BB Exhibit 107 (Independent Accountant's Compilation Report April 2, 2014)
05/03/2016 **Exhibit** **Doc ID# 340**
BB Exhibit 108 (Independent Accountant's Compilation Report October 2, 2014)
05/03/2016 **Exhibit** **Doc ID# 341**
BB Exhibit 109 (Annual Financial Report)
05/03/2016 **Exhibit** **Doc ID# 342**
BB Exhibit 110 (Frequently Asked Questions Credit-Sale Contract Indemnity Fund)
05/03/2016 **Exhibit** **Doc ID# 343**
BB Exhibit 111 (Credit-Sale Contract Definition)
05/03/2016 **Exhibit** **Doc ID# 344**
BB Exhibit 112 (Buying Grain in North Dakota)
05/03/2016 **Exhibit** **Doc ID# 345**
BB Exhibit 113 (You Should Know Selling Grain)
05/03/2016 **Exhibit** **Doc ID# 346**
BB Exhibit 114 (December 22, 2014 E-Mail to Randel D. Christmann)
05/03/2016 **Exhibit** **Doc ID# 347**
BB Exhibit 115 (Memorandum Dated August, 2005)
05/03/2016 **Exhibit** **Doc ID# 348**
BB Exhibit 116 (Public Service Comission Elevator Inspections Report)
05/03/2016 **Exhibit** **Doc ID# 349**
BB Exhibit 117 (Price Later Marketing Agreement)
05/03/2016 **Exhibit** **Doc ID# 350**
BB Exhibit 118 (Price Later Marketing Agreement)
05/03/2016 **Exhibit** **Doc ID# 351**
BB Exhibit 119 (Price Later Marketing Agreement)
05/03/2016 **Exhibit** **Doc ID# 352**
BB Exhibit 120 (Price Later Marketing Agreement)
05/03/2016 **Exhibit** **Doc ID# 353**
BB Exhibit 121 (Price Later Marketing Agreemen)
05/03/2016 **Exhibit** **Doc ID# 354**
BB Exhibit 122 (Price Later Marketing Agreement)
05/03/2016 **Exhibit** **Doc ID# 355**
BB Exhibit 123 (Price Later Marketing Agreement)
05/03/2016 **Exhibit** **Doc ID# 356**
BB Exhibit 124 (Price Later Marketing Agreement)
05/03/2016 **Exhibit** **Doc ID# 357**
BB Exhibit 126 (Credit-Sale Contracts)
05/03/2016 **Exhibit** **Doc ID# 358**
BB Exhibit 127 (Public Service Comission Elevator Inspections Report)
05/03/2016 **Exhibit** **Doc ID# 359**
BB Exhibit 128 (Price Later Marketing Agreement)
05/03/2016 **Exhibit** **Doc ID# 360**
BB Exhibit 129 (Price Later Marketing Agreement)
05/03/2016 **Exhibit** **Doc ID# 361**
BB Exhibit 131 (Grand Forks Bean Company Loan Transaction History)
05/03/2016 **Exhibit** **Doc ID# 362**
BB Exhibit 133 (UCC Financing Statement Amendment)
05/03/2016 **Exhibit** **Doc ID# 363**
BB Exhibit 135 (Claim of Curt Amundson)
05/03/2016 **Exhibit** **Doc ID# 364**
BB Exhibit 136 (Claim of the Estate of Brad Nelson)
05/03/2016 **Exhibit** **Doc ID# 365**
BB Exhibit 137 (Claim of Nicholas E. Adams)
05/03/2016 **Exhibit** **Doc ID# 366**
BB Exhibit 138 (Deposition of Chuck Nelson) [Offer of Proof-Not Received]
05/03/2016 **Exhibit** **Doc ID# 367**
BB Exhibit 139 (Claim of Chuck Nelson)
05/03/2016 **Exhibit** **Doc ID# 368**
BB Exhibit 140 (Amended Claim of Chuck Nelson)
05/03/2016 **Exhibit** **Doc ID# 369**
BB Exhibit 141 (Claim of Baldwin Farms, Inc.)
05/03/2016 **Exhibit** **Doc ID# 370**
BB Exhibit 142 (Amended Claim of Baldwin Farms, Inc.)
05/03/2016 **Exhibit** **Doc ID# 371**
BB Exhibit 143 (Claim of Brent Baldwin)
05/03/2016 **Exhibit** **Doc ID# 372**
BB Exhibit 144 (Amended Claim of Brent Baldwin)
05/03/2016 **Exhibit** **Doc ID# 373**
BB Exhibit 145 (Information)
05/03/2016 **Exhibit** **Doc ID# 374**
BB Exhibit 146 (Certificate of Seed)
05/03/2016 **Exhibit** **Doc ID# 375**
BB Exhibit 226 (Statement)
05/03/2016 **Exhibit** **Doc ID# 376**
Farmer Exhibit 216 (Trial Binder)
05/04/2016 **Order** **Doc ID# 377**
Order Modifying Trustee's Report and Recommendation
05/04/2016 **Service Document** **Doc ID# 378**
Certificate of Service - I. Jeffcoat-Sacco, M. Armstrong, J. Arnason, T. Kennedy, J. Schroeder, R. Melland, D. Gaustad, J. Brakke, M. Morley, S. Knudsvig
05/05/2016 **Order** **Doc ID# 379**

Order Correcting Clerical Mistake/Oversight

05/05/2016 **Service Document** **Doc ID# 380**
Certificate of Service - I. Jeffcoat-Sacco, M. Armstrong, J. Arnason, T. Kennedy, J. Schroeder, R. Melland, D. Gaustad, J. Brakke, M. Morley, S. Knudsvig

05/13/2016 **Notice** **Doc ID# 381**
Public Service Commission s Notice of Motion for Additions to the Court s May 3, 2016, Order, and for Deposit of Bond Proceeds

05/13/2016 **Motion** **Doc ID# 382**
Public Service Commission s Motion for Additions to the Court s May 3, 2016, Order, and for Deposit of Bond Proceeds

05/13/2016 **Brief** **Doc ID# 383**
Public Service Commission s Brief in Support of Motion for Additions to the Court s May 3, 2016, Order, and for Deposit of Bond Proceeds

05/13/2016 **Statement** **Doc ID# 384**
Public Service Commission s Statement of Costs and Expenses

05/13/2016 **Affidavit** **Doc ID# 385**
Affidavit of Mitchell D. Armstrong

05/13/2016 **Exhibit** **Doc ID# 386**
Exhibit A - Invoices

05/13/2016 **Exhibit** **Doc ID# 387**
Exhibit B - Invoice

05/13/2016 **Exhibit** **Doc ID# 388**
Exhibit C - Sue Richter's Travel Expense Voucher

05/13/2016 **Exhibit** **Doc ID# 389**
Exhibit D - Illona Jeffcoat-Sacco's Travel Expense Voucher

05/13/2016 **Exhibit** **Doc ID# 390**
Exhibit E - Project Expense Summary

05/13/2016 **Service of Motion** **Doc ID# 391**
Affidavit of Service upon all Parties

05/20/2016 **Brief** **Doc ID# 392**
Brief in Support of Bremer Bank, National Association's Objection to Proposed Commission Fees and Expenses

05/20/2016 **Response** **Doc ID# 393**
Bremer Bank, National Association's Objection to Proposed Commission Fees and Expenses

05/20/2016 **Service Document** **Doc ID# 394**
Affidavit of Service - Bremer's Brief in Support of Objection to Proposed Commission Fees and Expenses and Bremer's Objection

05/20/2016 **Response** **Doc ID# 395**
Respondent Auto-Owners Insurance Company's Response to the Public Service Commission's Motion for Payment of Costs & Expenses, Including Fees Paid or Payable to Outside Counsel

05/20/2016 **Affidavit** **Doc ID# 396**
Affidavit on Behalf of Respondent Auto Owners Insurance Company in Support of Response

05/20/2016 **Exhibit** **Doc ID# 397**
Exhibit A - to AFfidavit - Law Clerk Memo

05/20/2016 **Exhibit** **Doc ID# 398**
Exhibit A - to Affidavit - Newspaper Article

05/20/2016 **Brief** **Doc ID# 399**
Brief in Support of Auto Owner's Insurance Company Return & Resistance to Public Service Commission's Motion for Payment

05/20/2016 **Service Document** **Doc ID# 400**
Service Document Serving All Counsel of Record

05/26/2016 **Response** **Doc ID# 401**
Objection of Curt Amundson to the Public Service Commission's Motion for ADditions to the Court's May 3, 2016 Order and for Deposit of Bond Proceeds and Brief in Support of Objection

05/26/2016 **Service Document - Defendant not Found** **Doc ID# 402**
Certificate of Electronic Service of Objection of Curt Amundson to PSC's Motion for Additions on all parties by Odyssey

05/26/2016 **Brief** **Doc ID# 403**
Public Service Commission's Reply in Support of its Costs and Expenses

05/26/2016 **Affidavit** **Doc ID# 404**
Affidavit of Susan Richter

05/26/2016 **Service Document** **Doc ID# 405**
Affidavit of Service upon Daniel Gaustad, Tracy Kennedy, John Schroeder, Jon Brakke, Joel Arnason, Russ Melland, Illona Jeffcoat-Sacco, Scott Knudsvig and Tad McGurk

05/31/2016 **Response** **Doc ID# 406**
Bremer Bank, NA's Response to PSC's Motion for Additions to Court's May 3, 3016 Order and For Deposit of Bond Proceeds

05/31/2016 **Brief** **Doc ID# 407**
Bremer Bank, NA's Brief in Support of Response to Public Service Commission's Motion for Additions to Court's May 3, 3016 Order and for Deposit of Bond Proceeds

05/31/2016 **Service Document** **Doc ID# 408**
Affidavit of Service to All Parties - Bremer Bank's Response and Brief to PSC's Motion for Additions to Court's May 3, 2016 Order and For Deposit of Bond Proceeds

06/01/2016 **Response** **Doc ID# 409**
Response of Brent Baldwin, Baldwin Farms, Inc., and Duane Altendorf to Public Service Commission's Motion for Additions to Court's May 3, 2016 Order

06/01/2016 **Service Document** **Doc ID# 410**
Affidavit of Service, Kennedy, Schroeder, Brakke, Melland, Jeffcoat-Sacco, Armstrong, Schmidt, Knudsvig, Arnason, Morley

06/01/2016 **Notice of Hearing** **Doc ID# 411**
Notice of Hearing

06/01/2016 **Service Document** **Doc ID# 412**
Certificate of Service of Notice of Hearing on all parties via Odyssey

06/06/2016 **Response** **Doc ID# 413**
Public Service Commision's Reply Brief in Support of Motion for Additions to the Court's May 3, 2016, Order, and for Deposit of Bond Proceeds

06/06/2016 **Request** **Doc ID# 414**
Request to Appear by Telephone at Hearing

06/06/2016 **Proposed Order** **Doc ID# 415**
Order Allowing to Appear by Telephone at Hearing - Filed by Attorney Armstrong

06/06/2016 **Service Document** **Doc ID# 416**
Affidavit of Service upon all parties of record

06/21/2016 **Order** **Doc ID# 417**
Allowing to Appear by Telephone at Hearing - Filed by Attorney Armstrong

06/21/2016 **Service Document** **Doc ID# 418**
Certificate of Service
06/28/2016 **Request** **Doc ID# 419**
Request to Appear by Telephone at July 1, 2016 hearing
06/28/2016 **Proposed Order** **Doc ID# 420**
Proposed Order re: Request to Appear by Telephone
06/28/2016 **Service Document** **Doc ID# 421**
Certificate of Service on all parties of Request to Appear by Telephone and proposed Order
06/28/2016 **Order** **Doc ID# 422**
Re:Request to Appear by Telephone
07/01/2016 **Motion/Hearing** (9:00 AM) (Judicial Officer Jensen, Jon J.)
for Additions to the Court's 05/03/16, Order, and for Deposit of Bond Proceeds Attorney Braake and Attorney Armstrong to conference call into the Court for the hearing Digital MAA 7/1/16
Result: Hearing Ended
07/05/2016 **Order** **Doc ID# 423**
Order Resolving Post-Hearing Issues
07/05/2016 **Service Document** **Doc ID# 424**
Certificate of Service - I. Jeffcoat-Sacco, M. Armstrong, J. Arnason, T. Kennedy, J. Schroeder, R. Melland, D. Gaustad, J. Brakke, M. Morley and S. Knudsvig
07/06/2016 **Letter** **Doc ID# 425**
Letter to Judge Jon J. Jensen dated 7-6-15
07/06/2016 **Letter** **Doc ID# 426**
Letter to Michael J. Morley from Judge Jensen
07/06/2016 **Service Document** **Doc ID# 427**
Certificate of Service - M. Morley, I. Jeffcoat-Sacco, M. Armstrong, J. Arnason, T. Kennedy, J. Schroeder, R. Melland, D. Gaustad, J. Brakke, S. Knudsvig
07/12/2016 **Proposed Order** **Doc ID# 428**
Order for Judgment filed by Attorney Armstrong
07/12/2016 **Proposed Judgment** **Doc ID# 429**
Judgment filed by Attorney Armstrong
07/12/2016 **Service Document** **Doc ID# 430**
Affidavit of Service upon all parties of records
07/22/2016 **Order** **Doc ID# 431**
for Judgment
07/22/2016 **Judgment** **Doc ID# 432**
07/22/2016 **Service Document** **Doc ID# 433**
Certificate of Service
07/25/2016 **Notice of Entry of Judgment** **Doc ID# 434**
Notice of Entry of Judgment
07/25/2016 **Service Document** **Doc ID# 435**
Affidavit of Service upon all parties of record
08/24/2016 **Notice** **Doc ID# 436**
Notice of Motion
08/24/2016 **Motion** **Doc ID# 437**
Motion for Amended Findings of Fact and for an Amended Judgment Relief Pursuant to Rules 52(b), 59(j), and 60(b), N.D.R.Civ.P.
08/24/2016 **Brief** **Doc ID# 438**
Brief of Auto-Owners in Support of its Motions for Post-Judgment Relief
08/24/2016 **Service of Motion** **Doc ID# 439**
Affidavit of Service on All Parties
09/07/2016 **Order** **Doc ID# 440**
Order for Transcript (Emailed to Court Reporters/Recorders9-7-2016)
09/07/2016 **Notice** **Doc ID# 441**
Notice of Appeal by Bremer Bank, National Association
09/07/2016 **Notice of Filing the Notice of Appeal** **Doc ID# 442**
Notice of Filing Notice of Appeal
09/07/2016 **Service Document** **Doc ID# 443**
Affdiavit of Service for Notice of Filing Notice of Appeal
09/07/2016 **Letter** **Doc ID# 444**
Letter to Supreme Court 9-7-16
09/07/2016 **Response** **Doc ID# 445**
Response to Auto-Owners Insurance Campany s Motions for Post-Judgment Relief Pursuant to Rules 52(b), 59(j), and 60(b), N.D.R.Civ.P.
09/07/2016 **Service Document** **Doc ID# 446**
Affidavit of Service - T.Kennedy, J.Schroeder, J.Brakke, R.Melland, I.Jeffcoat-Sacco, M.Armstrong, B.Schmidt, S.Knudsvig, J.Arnason, & M.Morley
09/07/2016 **Brief** **Doc ID# 447**
Reply Brief of Ronald Adams, Nicholas Adams, Chuck Nelson, and WJS Nelson to Respondent Auto Owner's Motions
09/07/2016 **Service Document** **Doc ID# 448**
Certificate of Service - Armstrong, Schroeder, Schmidt, Richter, Morley, Brakke, Kennedy, Knudsvig, Arnason, Illona Jeffcoat-Sacco, Gaustad
09/08/2016 **Response** **Doc ID# 449**
Return of Curtis Amundson and Beth Nelson, as Assignee of the Estate of Brad Nelson to Respondent Auto-Owners Insurance Company's Motion for Amended Findings of Fact and for an Amended Judgment Pursuant to Rule 52(b), N.D.R.Civ.P.; Motion to Alter or Amend the Judgment Pursuant to Rule 59(j); And for Relief from a Final Judgment Pursuant to Rule 60(b), N.D.R.Civ.P. and Brief in Support of Return
09/08/2016 **Service Document** **Doc ID# 450**
Certificate of Service of Return of Curtis Amundson and Beth Nelson to Auto Owners Motion to Amended Findings of Fact, etc. on all counsel
09/08/2016 **Notice** **Doc ID# 451**
Acknowledgement of Appeal
09/08/2016 **Supreme Court Order** **Doc ID# 452**
Order of Limited Remand (45 days)
09/09/2016 **Response** **Doc ID# 453**
Public Service Commission's Response to Auto-Owner's Motion for Post-Judgment Relief
09/09/2016 **Service Document** **Doc ID# 454**
Affidavit of Service upon Daniel Gaustad, Tracy Kennedy, John Schroeder, Jon Brakke, Joel Arnason, Russ Melland, Illona Jeffcoat-Sacco, Scott Knudsvig, Michael Morley, and Tad McGurk
09/12/2016 **Brief** **Doc ID# 455**

	Bremer Bank, National Association s Brief in Response to Respondent Auto-Owners Insurance Company s Motion for Amended Findings of Fact and for an Amendment Judgment Pursuant to Rule 52(b), N.D.R.Civ.P; Motion to Alter or Amend the Judgment Pursuant to Rule 59(j), and for Relief from a Final Judgment Pursuant to Rule 60(b), N.D.R.Civ.P	
09/12/2016	**Service Document** **Doc ID# 456**	
	Affidavit of Service to all Parties - 1. Bremer Bank, National Association s Brief in Response to Respondent Auto-Owners Insurance Company s Motion for Amended Findings of Fact and for an Amendment Judgment Pursuant to Rule 52(b), N.D.R.Civ.P; Motion to Alter or Amend the Judgment Pursuant to Rule 59(j), and for Relief from a Final Judgment Pursuant to Rule 60(b), N.D.R.Civ.P	
09/14/2016	**Order** **Doc ID# 457**	
	Amended Order for Transcript (E-Mailed to Court Reporters/Recorder on 9/15/16)	
09/15/2016	**Notice** **Doc ID# 458**	
	Acknowledgement of Appeal - Court Recorder	
09/15/2016	**Order** **Doc ID# 459**	
	Order Denying Post-Judgment Relief - Motion Filed August 24, 2016	
09/15/2016	**Service Document** **Doc ID# 460**	
	Certificate of Service - M. Armstrong, J. Arnason, T. Kennedy, J. Schroeder, R. Melland, D. Gaustad, J. Brakke, M. Morley, S. Knudsvig	
09/15/2016	**Clerk's Certificate on Appeal** **Doc ID# 461**	
09/20/2016	**Notice** **Doc ID# 462**	
	Notice of Appeal by Curt Amundson and Beth Nelson	
09/20/2016	**Notice of Filing the Notice of Appeal** **Doc ID# 463**	
	Notice of Filing Notice of Appeal	
09/20/2016	**Service Document** **Doc ID# 464**	
	Affidavit of Service for Notice of Filing Notice of Appeal	
09/20/2016	**Notice** **Doc ID# 465**	
	Notice of Appeal and Cross Appeal by Public Service Commission	
09/20/2016	**Notice of Filing the Notice of Appeal** **Doc ID# 466**	
	Notice of Filing Notice of Appeal	
09/20/2016	**Service Document** **Doc ID# 467**	
	Affidavit of Service for Notice of Filing Notice of Appeal	
09/20/2016	**Notice** **Doc ID# 468**	
	Notice of Appeal of Claimants Curt Amundson and Beth Nelson, as Assignee of Estate of Brad Nelson and COS on all counsel	
09/21/2016	**Clerk's Supplemental Certificate of Appeal** **Doc ID# 469**	
09/23/2016	**Notice** **Doc ID# 470**	
	Notice of Cross-Appeal filed by Auto-Owners Insurance Company	
09/23/2016	**Notice of Filing the Notice of Appeal** **Doc ID# 471**	
	Notice of Filing Notice of Appeal	
09/23/2016	**Service Document** **Doc ID# 472**	
	Affidavit of Service for Notice of Filing Notice of Appeal	
09/23/2016	**Clerk's Supplemental Certificate of Appeal** **Doc ID# 473**	
09/26/2016	**Notice** **Doc ID# 474**	
	Amended Notice of Appeal by Bremer Bank, National Association	
09/26/2016	**Notice of Filing the Notice of Appeal** **Doc ID# 475**	
	Notice of Filing Notice of Appeal	
09/26/2016	**Service Document** **Doc ID# 476**	
	Affidavit of Service for Notice of Filing Notice of Appeal	
09/26/2016	**Clerk's Supplemental Certificate of Appeal** **Doc ID# 477**	

FINANCIAL INFORMATION

	Interested Party Auto-Owners Insurance Company			
	Total Financial Assessment			50.00
	Total Payments and Credits			50.00
	Balance Due as of 12/13/2016			**0.00**
09/15/2015	Transaction Assessment			50.00
09/15/2015	E-File Payment	Receipt # 18-2015-12762	Auto-Owners Insurance Company	(50.00)

STATE OF NORTH DAKOTA IN DISTRICT COURT

COUNTY OF GRAND FORKS NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission **Petitioner,** **vs.** **Grand Forks Bean Company, Inc.** **Respondent.** **PSC Case No. GE-15-36**	18-2015-CV-00240 **CIVIL NO. _____** **APPLICATION FOR APPOINTMENT AS TRUSTEE AND FOR EX PARTE ORDER**

1. The North Dakota Public Service Commission (Commission) alleges as follows:

2. Grand Forks Bean Company, Inc. (Grand Forks Bean), a North Dakota business corporation, operates a licensed grain warehouse at Grand Forks, North Dakota, subject to North Dakota Century Code Chapters 60-02 and 60-04.

3. Grand Forks Bean operates its grain warehouse at Grand Forks, North Dakota, under license number 1164.

4. A surety bond is on file with the Commission as required by North Dakota Century Code section 60-02-09. The surety bond is for $100,000.00 and identified as number 077708 66024305 with Auto-Owners Insurance Company, 6101 Anacapri Boulevard, Lansing, Michigan, as surety.

5. On November 18, 2014, the Licensing Division received a phone call from a producer inquiring about redelivery of dry edible beans that the producer had

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11/2015 5:10:59 PM
Grand Forks County, ND

delivered to Grand Forks Bean at its licensed grain warehouse in Grand Forks, North Dakota. The producer alleged Grand Forks Bean had not been able to market his dry edible beans according to his price later marketing agreement with Grand Forks Bean. The producer also stated he was contacting Licensing Division staff about taking redelivery of beans because Grand Forks Bean was not able to market the dry edible beans.

6. On November 19, 2014, Licensing Division staff contacted Grand Forks Bean to discuss the producer's request for redelivery of dry edible beans. Staff asked Grand Forks Bean about its current dry edible bean inventory and if the inventory was sufficient to make redelivery to each producer who had delivered dry edible beans to the licensed grain warehouse in Grand Forks. Staff asked Grand Forks Bean to fax a copy of all price later marketing agreements it had issued and related assembly sheets. Staff also asked Grand Forks Bean to fax a copy of all documents for any producer who delivered beans after a February 2014 grain warehouse examination.

7. On November 19, 2014 and November 20, 2014, Grand Forks Bean faxed staff copies of the requested price later marketing agreements and assembly sheets.

8. Between November 25, 2014 and December 19, 2014, the Licensing Division received additional phone calls from producers who delivered dry edible beans to the licensed grain warehouse in Grand Forks.

9. On December 1, 2014, a Commission Grain Warehouse Inspector visited Grand Forks Bean and measured the grain inventory, concluding the inventory

consisted of approximately 40,000 hundredweight of pinto beans. The Inspector was not able to review the Grand Forks Bean records at that time.

10. Between December 19, 2014 and December 23, 2014, the Commission received claims from eight producers. The claims were filed via electronic mail or facsimile. Each producer alleged Grand Forks Bean had not been able to market the producer's beans or pay for the beans delivered to Grand Forks Bean's facility in Grand Forks, North Dakota. A copy of each claim is attached as Exhibit 1.

11. On December 23, 2014, Grand Forks Bean Company, Inc. and Public Service Commission Staff executed a Stipulation in which Grand Forks Bean agreed that it will not receive additional grain, that the dry edible bean inventory in the Grand Forks Bean facility will not be sold, redelivered, or moved from the Grand Forks facility without prior Commission approval, that the beans will continue to be stored in suitable facilities and in a suitable fashion to maintain the quality of the dry bean inventory, and that Grand Forks Bean will continue to maintain insurance on the dry edible bean inventory.

12. The Stipulation provided that a violation of the Stipulation may result in further formal Commission proceedings, including the issuance of an *Ex Parte* Cease and Desist Order against Grand Forks Bean Company, Inc. Although Staff was not aware of any violation, Staff concluded, as a result of several discussions with growers, the warehouse and the bank, that the matter could not be resolved outside an insolvency proceeding. As a result, on January 16, 2015, Staff

recommended the Commission issue an *Ex Parte* Cease and Desist Order against Grand Forks Bean Company, Inc.

13. On January 16, 2015, the Commission issued an *Ex Parte* Cease and Desist Order against Grand Forks Bean Company, Inc. ordering that Grand Forks Bean Company, Inc. cease and desist from receiving or purchasing grain, moving any grain out of the Grand Forks facility that may be an asset of the trust, or failing to maintain control of potential trust assets in a manner consistent with the Stipulation

14. The Commission, eight growers who had filed claims, and Bremer Bank continued to discuss the pending insolvency filing, the interests of the parties in the beans, and the need to sell the bean inventory in the Grand Forks Bean facility to maximize proceeds. All parties agreed the beans should be sold as quickly as possible, before deterioration and during acceptable weather for this commodity. The parties engaged in negotiations on a second Stipulation in order to provide a means to liquidate the inventory and preserve its value, to protect the proceeds, and also to preserve any interest the parties assert in those proceeds for resolution through the insolvency proceeding or via another means.

15. The growers assert, under North Dakota Century Code section 60-02-25.1, as outstanding receiptholders, they have a statutory first priority lien giving them rights to all beans held at the Grand Forks facility to satisfy their claims for the beans they sold or delivered to Grand Forks Bean. The bank asserts it has a perfected security interest in the grain inventory and other assets of Grand Forks bean that may become a part of the trust in any insolvency proceeding and filed

a claim to this effect on January 28, 2015. The Commission asserts an interest in the beans and other assets of Grand Forks Bean, arising by statute, with respect to the claims of the growers and other receiptholders, if any.

16. To move toward liquidation, bids were entertained for purchase of the beans. Central Valley Bean Cooperative, American Bean LLC, SRS Commodities Limited, Star of the West Milling Company, Forest River Bean Co. Inc., Johnstown Bean Company, and Walhalla Bean Company were provided an opportunity to inspect samples of the pinto beans and submit bids.

17. Central Valley Bean Cooperative (Central Valley Bean) submitted a bid of $23.50/cwt delivered to Buxton or $22.75/cwt based off a #1 pinto, normal discounts to apply with assurance of clean title to beans, including loading and hauling. American Bean LLC submitted a bid of $22.25/cwt for three bins and $16.25/cwt for one bin including loading and hauling. SRS Commodities Limited submitted a bid of $20.00/cwt based on US #1 grade (discounts to be applied as necessary), US#2 - $1/cwt discount and US#3 - $2/cwt discount and would furnish equipment, labor and transportation.

18. All parties agreed the bid from Central Valley Bean was the most reasonable bid.

19. On January 30, 2015, a Stipulation for the Sale of Inventory and Deposit of Proceeds was executed by attorneys for the Commission, Grand Forks Bean Company, eight growers, and Bremer Bank, National Association. (Subsequently all parties agreed via electronic mail that the Letter of Credit from Central Valley Bean need not be irrevocable.)

20. Commission staff informed Central Valley Bean that its bid was accepted, based

on the terms submitted, with a price of $22.75/cwt based off a #1 pinto, normal discounts to apply, including loading and hauling.

21. On February 3, 2015, Central Valley Bean began transporting the beans to its licensed grain warehouse in Buxton, North Dakota. The final load of beans was transported on February 11, 2015. A Grand Forks Bean outbound scale ticket was issued for each load of beans moved from the Grand Forks Bean warehouse and a copy of each outbound scale ticket was provided to the Commission. Commission Staff created an assembly report that included a record for each load of beans moved from the Grand Forks Bean warehouse.

22. Central Valley Bean issued an inbound scale ticket for each load of beans received with grading information and Grand Forks Bean, the Public Service Commission, and the trucking company indicated as the persons from whom the grain was received. Central Valley Bean provided a copy of each inbound scale ticket to the Commission. Central Valley Bean created a daily assembly report that included a record for each load of beans received and provided a copy of each daily assembly report to the Commission.

23. Once all beans were removed from the Grand Forks warehouse and delivered to Central Valley Bean, Central Valley Bean provided a final assembly report to the Commission. Central Valley Bean paid the Commission the full amount due, with a final payment made on February 11, 2015.

24. The proceeds from the sale of the Beans have been received and deposited in an interest bearing escrow account at the Bank of North Dakota under the name Grand Forks Bean Company, Inc., and the Stipulation for the Sale of Inventory

and Deposit of Proceeds was provided to the bank to evidence the conditions of the escrow. The funds will remain on deposit until the Commission is appointed trustee at which time the funds will be transferred into the Public Service Commission's Grand Forks Bean Company, Inc. trust account at the Bank of North Dakota.

25. The Commission was informed and has reason to believe there are outstanding obligations for unpaid claims for grain sold to Grand Forks Bean as a public warehouseman under North Dakota Century Code Chapter 60-02. Under the provisions of North Dakota Century Code section 60-02-09, bond protection is available for the benefit of all persons storing or selling grain to such warehouseman. Under the provisions of North Dakota Century Code section 60-10-04 a person is eligible to receive indemnity payments from the credit-sale contract indemnity fund if the licensed warehouse to which the person sold grain to becomes insolvent.

26. Grand Forks Bean is insolvent under North Dakota Century Code Chapter 60-04, in that it is unable upon proper demand to make payment for grain purchased or marketed by the licensee or to make redelivery or payment for grain stored.

27. North Dakota Century Code section 60-04-03 provides that the Court may issue *ex parte* a temporary order to preserve or protect any assets and potential assets of the trust fund until the Court issues it order granting or denying the application.

28. The Commission is legally entitled to be appointed trustee of the trust fund provided under North Dakota Century Code Chapter 60-04.

29. Bond proceeds may be needed to redeem outstanding receipts issued by Grand Forks Bean. North Dakota Century Code section 60-04-03.3 provides:

> The surety on the warehouseman's bond must be joined as a party to the insolvency proceeding upon a motion by the commission when the commission believes that proceeds from the warehouseman's bond may be needed to redeem outstanding receipts issued by the warehouseman. When it appears in the best interests of the receiptholders, the court may order the surety to deposit the penal sum of the bond, or so much thereof as may be deemed necessary, into the trustee's trust account pending a final determination of the surety's liability under the bond.

30. The Commission is not requesting the bonding company be joined at this time, but will request joinder of the bonding company at a later date if the Commission believes bond proceeds are needed.

31. Proceeds from the Credit-Sale Contract Indemnity Fund may be needed to meet the licensee's obligations to any holders of credit-sale contracts. North Dakota Century Code section 60-10-05 provides:

> Upon the insolvency of a licensed public warehouse or grain buyer and a declaration that the Public Service Commission serve as the trustee, the Public Service Commission shall make the proceeds of the credit-sale contract indemnity fund available for use in meeting the licensee's obligations with respect to the reimbursement of any person who sold grain to the licensee under a credit-sale contract and who was not fully compensated in accordance with the contract.

32. **WHEREFORE** the Public Service Commission respectfully requests:

33. That the Court issue *ex parte* a temporary **ORDER:**

    a. Requiring Grand Forks Bean Company, Inc. to preserve and protect any trust assets under North Dakota Century Code section 60-04-03.1 and

b. Authorizing the Commission to immediately take any action deemed necessary to preserve and protect the trust assets under North Dakota Century Code section 60-04-03.1.

34. That the Court declare Grand Forks Bean Company, Inc. **INSOLVENT** within the meaning of North Dakota Century Code Chapter 60-04 and establish the date of insolvency as December 19, 2014, the date the first claim alleging nonpayment for grain delivered or sold was filed with the Commission.

35. That the Court **APPOINT** the Commission as trustee of the trust fund under North Dakota Century Code section 60-04-03.

36. Respectfully submitted at Bismarck, North Dakota, this 13th **day of February, 2015**.

Illona A. Jeffcoat-Sacco (03315)
Casey A. Furey (08035)
Special Assistant Attorneys General
Public Service Commission
600 E. Boulevard Avenue – Dept. 408
Bismarck, ND 58505
(701) 328-2407
(701) 328-2410 fax

Attorneys for the Public Service Commission

STATE OF NORTH DAKOTA — IN DISTRICT COURT

COUNTY OF GRAND FORKS — NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission **Petitioner,** **vs.** **Grand Forks Bean Company, Inc.** **Respondent.** **PSC Case No. GE-15-36**	18-2015-CV-00240 **CIVIL NO. _____** **NOTICE OF APPLICATION FOR APPOINTMENT AS TRUSTEE AND FOR EX PARTE ORDER AND NOTICE OF MOTION UNDER RULE 3.2**

TO: **Tad McGurk, President and Registered Agent for Grand Forks Bean Company, Inc.,** 2120 North Washington Street, Grand Forks North Dakota 58203-1447

Joel Arnason, Attorney for Grand Forks Bean Company, Inc., 301 North Third Street, Suite 300, Grand Forks, ND 58203

Daniel L. Gaustad, Attorney for Brent Baldwin/Baldwin Farms, and Duane Altendorf, 24 North 4th Street, PO Box 5758, Grand Forks, ND 58206-5758

Russ J. Melland, Attorney for Ronald Adams, Nickolas Adams, Chuck B. Nelson, and WJG Nelson (Jon Nelson & Steve Nelson), 401 DeMers Avenue, Suite 500, Grand Forks, ND 58206-5849

Jon R. Brakke, Attorney for Curt Amundson, and the Estate of Brad Nelson, 218 NP Avenue, Fargo, ND 58102

Tracy A. Kennedy, Attorney for Bremer Bank, National Association, 3100 South Columbia Road, Suite 200, Grand Forks, ND 58201

1. **PLEASE TAKE NOTICE** that the Public Service Commission respectfully moves the Court for Appointment as Trustee and for *Ex Parte* Order. The Public Service

Filed - Clerk of District Court
12/2015 5:10:59 PM
Grand Forks County, ND

Commission further moves the Court for an order declaring Grand Forks Bean Company, Inc. insolvent within the meaning of North Dakota Century Code Chapter 60-04 and establishing the date of insolvency as December 19, 2014, the date the Public Service Commission received the first claim for nonpayment for grain delivered or sold to Grand forks Bean Company, Inc.

2. The application, affidavit and brief in support of the application are attached to this notice and by reference made a part hereof.

3. **YOU ARE HEREWITH NOTIFIED** that the attached Application includes a request for appointment as trustee and declaration of insolvency as of December 19, 2014, and a request for an *Ex Parte* Order under North Dakota Century Code section 60-04-03. The application for appointment as trustee and declaration of insolvency is submitted to the Court pursuant to Rule 3.2 of the North Dakota Rules of Court and will be decided on briefs unless oral argument is timely requested. You have fourteen (14) days after the service of the notice and brief to file your response and other supporting papers.

4. Bismarck, North Dakota, 13th this **day of February, 2015**.

Illona A. Jeffcoat-Sacco (03315)
Casey A. Furey (08035)
Special Assistant Attorneys General
Public Service Commission
600 E. Boulevard Avenue – Dept. 408
Bismarck, ND 58505
(701) 328-2407
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Attorneys for the Public Service Commission

STATE OF NORTH DAKOTA — IN DISTRICT COURT

COUNTY OF GRAND FORKS — NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission Petitioner, vs. Grand Forks Bean Company, Inc. Respondent. PSC Case No. GE-15-36	18-2015-CV-00240 CIVIL NO. _____ ORDER APPOINTING TRUSTEE

STATE OF NORTH DAKOTA
OFFICE OF DISTRICT COURT
GRAND FORKS COUNTY, N. DAKOTA
MAR 23 2015
REBECCA ASSEY CLERK
BY

1. The Public Service Commission has moved the Court for appointment as trustee of Grand Forks Bean Company, Inc. under North Dakota Century Code Chapter 60-04 and for an *Ex Parte* Order to Preserve Trust Assets. Grand Forks Bean Company, Inc., 2120 North Washington Street, Grand Forks, North Dakota 58201, operates as a grain warehouseman in the State of North Dakota.

2. It appears from the record that Grand Forks Bean Company, Inc. is insolvent under North Dakota Century Code Chapter 60-04 and that it is in the best interest of the potential claimants that a trustee be appointed.

3. **ORDERED THEREFORE**, on the Application and Motion of the Public Service Commission by and through its attorney, the Public Service Commission is appointed trustee of the trust fund provided by North Dakota Century Code

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Grand Forks County, ND

Chapter 60-04 for the purpose of marshalling all trust assets of the insolvent Grand Forks Bean Company, Inc. in the manner provided by law.

4. **ORDERED FURTHER** that the date of insolvency be established as December 19, 2014.

Grand Forks, North Dakota, this 23rd day of March, 2015.

BY THE COURT

Laurie L. Hall Romanick
Judge of the District Court

STATE OF NORTH DAKOTA IN DISTRICT COURT

COUNTY OF GRAND FORKS NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission, Petitioner, v. Grand Forks Bean Company, Inc., Respondent.	Civil No. 18-2015-CV-00240 **AMENDED** **ORDER APPOINTING TRUSTEE**
PSC Case No. GE-15-36	

CLERK OF DISTRICT COURT
GRAND FORKS COUNTY, N. DAKOTA
MAR 25 2015
FELICIA AGSEY CLERK

1. The Public Service Commission has moved the Court for appointment as trustee of Grand Forks Bean Company, Inc. under North Dakota Century Code Chapter 60-04 and for an *Ex Parte* Order to Preserve Trust Assets. Grand Forks Bean Company, Inc., 2120 North Washington Street, Grand Forks, North Dakota 58201 operated as a grain warehouseman in the State of North Dakota.

2. It appears from the record that Grand Forks Bean Company, Inc. is insolvent under North Dakota Century Code Chapter 60-04 and that it is in the best interest of the potential claimants that a trustee be appointed.

3. **ORDERED THEREFORE,** on the Application and Motion of the Public Service Commission by and through its attorney, the Public Service Commission is appointed trustee of the trust fund provided by North Dakota Century Code Chapter 60-04 for the purpose of marshalling all trust assets of the insolvent Grand Forks Bean Company, Inc. in the manner provided by law.

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4. **ORDERED FURTHER** that the date of insolvency is established as on or before December 19, 2014.

Grand Forks, North Dakota, this 25th day of March, 2015.

BY THE COURT

Laurie L. Hartl Romanick
Judge of the District Court

2191053.1

IN DISTRICT COURT, GRAND FORKS COUNTY, STATE OF NORTH DAKOTA

Public Service Commission, Petitioner, vs. Grand Forks Bean Company, Inc. Bremer Bank, National Association, Respondents. PSC Case No. GE-15-36	)	Civil No. 18-2015-CV-00240 **CLAIM OF BREMER BANK, NATIONAL ASSOCIATION**

CLAIM OF BREMER BANK, NATIONAL ASSOCIATION

COMES NOW, Claimant Bremer Bank, National Association, by and through its Attorneys Tracy A. Kennedy and John D. Schroeder, for and as its Claim in response to Petitioner's *Notice of Appointment as Trustee and Notice to File Claims*, alleges and states as follows:

¶1 Bremer Bank, National Association ("Bremer") is a bank formed under the National Banking Act, with is principal place of business at 3100 S. Columbia Rd. Grand Forks, North Dakota. Bremer Bank is authorized to do business in North Dakota.

¶2 Grand Forks Bean Company, Inc. ("Grand Forks Bean") loaned money from Bremer. The amount owed by Grand Forks Bean to Bremer is principal in the amount of $878,708.94, accrued interest at the variable rate of 4.25% per annum as stated in the loan documents through April 22, 2015, of $14,905.60, and interest per day of $103.7364721 after that date. Attached hereto as **Exhibit A** is a copy of Bremer's loan transaction records documenting the above figures.

¶3 As part of that financing, Grand Forks Bean pledged to Bremer certain of its personal

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property assets including all "inventory" to Bremer to secure the loans, among other categories of collateral. Attached hereto, and incorporated herein by reference, as **Exhibit B to E** are security agreements executed by Grand Forks Bean Company, Inc. describing the property pledged to Bremer, dated October 20, 2011, September 12, 2012, November 9, 2012, and October 14, 2013. The categories of collateral pledged include "inventory", "accounts", "equipment", "general intangibles", and "chattel paper", as well as other collateral attached to or traceable to these categories.

¶4 Bremer has perfected its security interest through the filing of UCC-1 Financing Statements with the North Dakota Secretary of State's office. Attached hereto, and incorporated herein by reference, as **Exhibit F** is the filed UCC financing statement in favor of Alerus Financial dated September 30, 2005; **Exhibit G** is the filed UCC financing continuation statement in favor of Alerus Financial dated August 10, 2010; **Exhibit H** is the filed UCC financing statement assignment from Alerus Financial to Bremer dated October 3, 2011; **Exhibit I** is another filed UCC financing statement in favor of Bremer dated January 6, 2012.

¶5 Grand Forks Bean was in default under the terms of the security agreements and other loan documents with Bremer. Recognizing this default, Bremer and Grand Forks Bean entered into a Loan Workout Agreement, dated January 7, 2015, a copy of which is attached hereto and incorporated herein by reference as **Exhibit J**. Due to the institution of this insolvency proceeding against Grand Forks Bean, it is now in default of the Loan Workout Agreement.

¶6 The Commission and any other claimants have not filed with the North Dakota Secretary of State's office any type of financing statement against Grand Forks Bean. On

information and belief, there is no security agreement between either the Commission or any other claimants and Grand Forks Bean.

¶7 Bremer's perfected security interest has a first priority lien to all of the inventory, including but not limited to any and all grain inventory, and other categories of collateral of Grand Forks Bean described in any security agreement and financing statement between Bremer and Grand Forks Bean, and all proceeds therefrom as and against any claims of either the Commission or any other claimants.

¶8 The Commission seeks to gain control of and disperse proceeds, as trust assets, realized from the sale of Grand Forks Bean's inventory which has been pledged as collateral to Bremer and is subject to Bremer's first priority lien.

¶9 WHEREFORE, Bremer prays the Commission Recommend in its Report, and ultimately that the Court grant, the following relief:

a. Determine Bremer is entitled to the first distribution, prior to distribution to any other claimant, from the trust assets the sum of $ 893,614.54 through April 22, 2015, and interest at the rate of $103.7364721 per day for each day thereafter, or if the funds available in the trust are less than that sum, then the entire funds in the trust;

b. *In the Alternative*, determine Bremer is entitled to the second distribution, following distribution to valid receiptholders an amount necessary to pay the value of the unredeemed valid receipts of Grand Forks Bean as of the date Grand Forks Bean became insolvent, but prior to distribution to any other claimant, from the trust assets the sum of $ 893,614.54 through April 22, 2015, and interest at the rate of $103.7364721 per day for each day thereafter, or if the funds available in the trust are less than that sum, then the entire funds in the trust remaining after distribution to

valid receiptholders;

c. For no distribution of any trust assets to the Commission for any expenses incurred herein, prior to the full amount of Bremer's claim having been satisfied; and

d. For such further relief determined to be just and equitable.

Dated this 23 day of April, 2015.

TRACY A. KENNEDY, ND ID # 05704
JOHN D. SCHROEDER, ND ID #07147
Zimney Foster P.C.
3100 South Columbia Road, Suite 200
Grand Forks ND 58201
Telephone: (701) 772-8111
Fax: (701) 772-7328
tracykennedy@northdakotalaw.net
jschroeder@northdakotalaw.net
Attorneys for Bremer Bank, National Association

EXHIBIT A

Grand Forks Bean Company Inc
997-3 Note - 3 Month Comm'l Line

18-2015-CV-00240

Change Quote...

Payoff Summary

Total payoff:	893,614.54
As of:	04/22/2015
Total daily accrual:	103.7364721

Payoff Detail

Current principal:	878,708.94	Pr Int
Interest:	14,905.60	Daily accrual of 103.7364721
Late charges:	0.00	
Total payoff:	893,614.54	

Participations

4010 - 1 - Bank Of North Dakota

Current principal:	432,208.95		
Interest:	7,356.64	Daily accrual of:	51.0246677
Total payoff:	439,565.59		

Note Information

Category:	C - Commercial	Transactions allowed:	- All transactions
TLC:	No	Teller activity:	0.00
Participation:	Yes	Quote issued:	No
Interest type:	S - Simple, in arrears	Loan status:	N - Not accruing
Accrual basis:	0 - Actual/360	Interest accrual:	14,905.6040912
Earn/rebate method:	1 - Accruing (simple interest)	Interest paid to:	12/01/2014
Collateral description:	See Multiple Collateral		

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EXHIBIT B

18-2015-CV-00240

COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$250,000.00	10-20-2011	04-15-2012	3930	10 / 3191	1085	133	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Grantor: GRAND FORKS BEAN COMPANY, INC.
2120 N WASHINGTON ST
GRAND FORKS, ND 58203

Lender: Bremer Bank, National Association
Grand Forks Office
3100 South Columbia Road
Grand Forks, ND 58208

THIS COMMERCIAL SECURITY AGREEMENT dated October 20, 2011, is made and executed between GRAND FORKS BEAN COMPANY, INC. ("Grantor") and Bremer Bank, National Association ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

All Inventory, Accounts and Equipment

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

(A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.

(B) All products and produce of any of the property described in this Collateral section.

(C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.

(D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. **This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.**

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable law.

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Grand Forks County, ND

and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor. So long as this Agreement remains in effect, Grantor shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such Accounts. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of North Dakota, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, reasonable attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not [illegible]paired in any way by any act, omission or defa[illegible] Grantor or any other person. In connection with all policies covering assets in w[illegible] Lender holds or is offered a security interest, G[illegible]r will provide Lender with such loss payable or other endorsements as Lender ma[illegible]equire. If Grantor at any time fails to obtain o[illegible]aintain any insurance as required under this

Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided below with respect to accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the North Dakota Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the Rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the

provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of North Dakota without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of North Dakota.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means GRAND FORKS BEAN COMPANY, INC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means GRAND FORKS BEAN COMPANY, INC..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the Indebtedness evidenced by the Note or Related Documents, including all principal and

interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lender. The word "Lender" means Bremer Bank, National Association, its successors and assigns.

Note. The word "Note" means the Note executed by GRAND FORKS BEAN COMPANY, INC. in the principal amount of $250,000.00 dated October 20, 2011, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED OCTOBER 20, 2011.

GRANTOR:

GRAND FORKS BEAN COMPANY, INC.

By: _____

TODD McGURK, PRESIDENT/SEC of GRAND FORKS BEAN COMPANY, INC.

LASER PRO Lending, Ver. 5.65.00.002 Copr. Riceland Financial Solutions, Inc. 1997, 2011. All Rights Reserved. - ND c:\CFILPL\E40.FC TR-173057 PR-02

EXHIBIT C

2012*

18-2015-CV-00240

COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$250,000.00	09-12-2012	10-12-2012	0494	10 / 3190	1085	133	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Grantor: GRAND FORKS BEAN COMPANY, INC.
2120 N WASHINGTON ST
GRAND FORKS, ND 58203

Lender: Bremer Bank, National Association
Grand Forks Office
3100 S Columbia Rd
PO box 13118
Grand Forks, ND 58208

THIS COMMERCIAL SECURITY AGREEMENT dated September 12, 2012, is made and executed between GRAND FORKS BEAN COMPANY, INC. ("Grantor") and Bremer Bank, National Association ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

All Inventory, Chattel Paper, Accounts, Equipment and General Intangibles

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

(A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.

(B) All products and produce of any of the property described in this Collateral section.

(C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.

(D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. **This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.**

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as de[illegible]

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[illegible]2015 4:32:45 PM
Grand Forks County, ND

Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor. So long as this Agreement remains in effect, Grantor shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such Accounts. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of North Dakota, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, reasonable attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable

or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided below with respect to accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default In Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the North Dakota Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with Interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the Rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the

provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of North Dakota without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of North Dakota.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means GRAND FORKS BEAN COMPANY, INC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means GRAND FORKS BEAN COMPANY, INC..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and

interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lender. The word "Lender" means Bremer Bank, National Association, its successors and assigns.

Note. The word "Note" means the Note executed by GRAND FORKS BEAN COMPANY, INC. in the principal amount of $250,000.00 dated September 12, 2012, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED SEPTEMBER 12, 2012.

GRANTOR:

GRAND FORKS BEAN COMPANY, INC.

By: _____
TODD McGURK, PRESIDENT/SEC of GRAND FORKS BEAN COMPANY, INC.

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EXHIBIT D

18-2015-CV-00240

COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$1,000,000.00	11-09-2012	10-15-2013	0997	11 / 3190	1085	133	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Grantor: GRAND FORKS BEAN COMPANY INC.
2120 N WASHINGTON ST
GRAND FORKS, ND 58203

Lender: Bremer Bank, National Association
Grand Forks Office
3100 S Columbia Rd
PO box 13118
Grand Forks, ND 58208

THIS COMMERCIAL SECURITY AGREEMENT dated November 9, 2012, is made and executed between GRAND FORKS BEAN COMPANY INC. ("Grantor") and Bremer Bank, National Association ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

All Inventory, Accounts and Equipment

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

(A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.

(B) All products and produce of any of the property described in this Collateral section.

(C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.

(D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. **This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.**

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the

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Grand Forks County, ND

Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor. So long as this Agreement remains in effect, Grantor shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such Accounts. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of North Dakota, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons..

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, reasonable attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable

or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided below with respect to accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the North Dakota Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the Rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the

provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of North Dakota without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of North Dakota.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means GRAND FORKS BEAN COMPANY INC. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means GRAND FORKS BEAN COMPANY INC..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and

Interest together with all other Indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lender. The word "Lender" means Bremer Bank, National Association, its successors and assigns.

Note. The word "Note" means the Note dated November 9, 2012 and executed by GRAND FORKS BEAN COMPANY INC. in the principal amount of $1,000,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED NOVEMBER 9, 2012.

GRANTOR:

GRAND FORKS BEAN COMPANY INC.

By: _____
TODD McGURK, PRESIDENT/SEC of GRAND FORKS BEAN COMPANY INC.

LASER PRO Lending, Ver. 12.2.0.003 Copr. Harland Financial Solutions, Inc. 1997, 2012. All Rights Reserved. - ND c:\CFNLPL\G03.FC TR-183478 PR-70

EXHIBIT E

2013*

COMMERCIAL SECURITY AGREEMENT

18-2015-CV-00240

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$1,000,000.00	10-14-2013	10-15-2014	997-3	405 / UC	1781	60077	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Grantor: Grand Forks Bean Company, Inc.
2120 N Washington St
Grand Forks, ND 58203-1447

Lender: Bremer Bank, National Association
Grand Forks Office
3100 S Columbia Rd
PO Box 13118
Grand Forks, ND 58201

THIS COMMERCIAL SECURITY AGREEMENT dated October 14, 2013, is made and executed between Grand Forks Bean Company, Inc. ("Grantor") and Bremer Bank, National Association ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the Indebtedness and performance of all other obligations under the Note and this Agreement:

All Inventory, Accounts and Equipment; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and other accounts proceeds)

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

(A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.

(B) All products and produce of any of the property described in this Collateral section.

(C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.

(D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. **This is a continuing Security Agreement and will continue in effect even though all or any part of the Indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.**

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of the Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

Filed - Clerk of District Court
4/29/2015 4:32:45 PM
Grand Forks County, ND

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor. So long as this Agreement remains in effect, Grantor shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such Accounts. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of North Dakota, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the Indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, reasonable attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the Indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any

disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the Indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the Indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided below with respect to accounts, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement

of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or Guarantor dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the North Dakota Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of North Dakota without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of North Dakota.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means Grand Forks Bean Company, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means Grand Forks Bean Company, Inc..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lender. The word "Lender" means Bremer Bank, National Association, its successors and assigns.

Note. The word "Note" means the Note dated October 14, 2013 and executed by Grand Forks Bean Company, Inc. in the principal amount of $1,000,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED OCTOBER 14, 2013.

GRANTOR:

GRAND FORKS BEAN COMPANY, INC.

By: Todd McGurk
Todd McGurk, President of Grand Forks Bean Company, Inc.

LASER PRO Lending, Ver. 13.2.0.018 Copr. Harland Financial Solutions, Inc. 1997, 2013. All Rights Reserved. - ND C:\OCPPRO\CFI\LPL\G40.FC TR-9228 PR-70

EXHIBIT F

18-2015-CV-00240

UNIFORM COMMERCIAL CODE FINANCING STATEMENT - UCC-1

FILE NUMBER	DATE	TIME	COUNTY FILED
D 05-000274431-0	09/30/2005	03:54:21.3 PM	ND SEC OF ST

DEBTORS:

ORGANIZATION
GRAND FORKS BEAN COMPANY INC.
2120 N WASHINGTON ST
GRAND FORKS ND 58203 1447

SECURED PARTIES:

ORGANIZATION
ALERUS FINANCIAL N.A.
2300 S COLUMBIA RD PO BOX 6001
GRAND FORKS ND 58206 6001

COLLATERAL INFORMATION:

COLLATERAL
ALL INVENTORY, EQUIPMENT, ACCOUNTS, INSTRUMENTS, DOCUMENTS, CHATTEL PAPER, GENERAL INTANGIBLES, DEPOSIT ACCOUNTS NOW OWNED & OWNED IN THE FUTURE.

Filed - Clerk of District Court
4/23/2015 4:32:45 PM
Grand Forks County, ND

EXHIBIT F

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Alerus Financial, N. A.
P.O. Box 6001
Grand Forks, ND 58206-6001

ND-SOT
09-30-05 3:54 p.m.
05-274431-0

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Grand Forks Bean Company Inc.

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 2120 N Washington St | CITY: Grand Forks | STATE: ND | POSTAL CODE: 58203-1447 | COUNTRY

1d. TAX ID #: SSN OR EIN: ___3048 | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION: ND | 1g. ORGANIZATIONAL ID #, if any: 21261200 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: Alerus Financial, N. A.

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: P.O. Box 6001 | CITY: Grand Forks | STATE: ND | POSTAL CODE: 58206-6001 | COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

All inventory, equipment, accounts, instruments, documents, chattel paper, general intangibles, deposit accounts now owned and owned in the future.

SEP 3 0

EBS

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

VMP-C560 (0100).03

VMP Mortgage Solutions, Inc. (800)521-7291

Bankers Systems, Inc., St. Cloud, MN
Form UCC-1-LAZ 5/2002001

mailed 9/30/05 tjn

18-2015-CV-00240 **EXHIBIT G**

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone [redacted]

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 7066 ALERUS FINANCI

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

NDND

** CONTINUATION **
WK ORD 705640
FILE NO: 10-000616146
DATE: 08/10/2010
TIME: 12.45.38.0 PM
FILING OFFICE: ND SEC OF ST
OFFICER: ALVIN A. JAEGER

FILE NO: 10-000616146
NUMBER OF PAGES: 1
GRAND FORKS BEAN UCC
ORIG. FILE NO: 05-000274431-0
FEE: 10.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
05-000274431-0 30-SEP-2005 SS ND

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

7d. SEE INSTRUCTION	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
ALERUS FINANCIAL, N.A.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
Debtor Name: Grand Forks Bean Company Inc 610

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel (800) 331-3282

Filed - Clerk of District Court
2/26/2015 4:32:45 PM
Grand Forks County, ND

EXHIBIT H

18-2015-CV-00240

** ASSIGNMENT **
WK ORD 824329
FILE NO: 11-000697972
DATE: 10/03/2011
TIME: 03.50.23.4 PM
FILING OFFICE: ND SEC OF ST
OFFICER: ALVIN A. JAEGER

FILE NO: 11-000697972
NUMBER OF PAGES: 1
GRAND FORKS BEAN UCC
ORIG. FILE NO: 05-000274431-0
FEE: 10.00

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Kim Nelson Phone [redacted]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Bremer Bank, National Association
3100 South Columbia Road
Grand Forks, ND 58208

1a. INITIAL FINANCING STATEMENT FILE #
#05-000274431-0

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☒ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
Bremer Bank, National Association

OR 7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7c. MAILING ADDRESS
3100 S. Columbia Road

CITY: Grand Forks | STATE: ND | POSTAL CODE: 58208 | COUNTRY: Grand Forks

7d. SEE INSTRUCTIONS [redacted] | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☒ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Alerus Financial, NA

OR 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02) International Association of Commercial Administrators (IACA)

Filed - Clerk of District Court
4/29/2015 4:32:45 PM
Grand Forks County, ND

[redacted]

EXHIBIT I

18-2015-CV-00240

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
ANGIE BAUMANN billing #

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Bremer Bank, National Association
Grand Forks Office
3100 South Columbia Road
Grand Forks, ND 58208-3118

FILE NUMBER: 12-000716255-9
DATE: 01/06/2012 TIME: 03.04.11.4 PM
FILING OFFICE: GRAND FORKS OFFICER: GARLYNN HELMOSK

FILE NUMBER: 12-000716255-9 PAGES: 1
GRAND FORKS BEAN C UCC

FEE: 15.00 PAID: .00 BALANCE: 15
ACCOUNT BILLED: 14077116

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: GRAND FORKS BEAN COMPANY, INC.					
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS: 2120 N WASHINGTON ST	CITY: GRAND FORKS	STATE: ND	POSTAL CODE: 58203	COUNTRY: USA	
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION: Corporation	1f. JURISDICTION OF ORGANIZATION: ND	1g. ORGANIZATIONAL ID #, if any: 21261200	NON

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	NON

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: Bremer Bank, National Association				
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS: 3100 South Columbia Road	CITY: Grand Forks	STATE: ND	POSTAL CODE: 58208	COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All Inventory, Accounts and Equipment; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and other accounts proceeds).

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR | CONSIGNEE/CONSIGNOR | BAILEE/BAILOR | SELLER/BUYER | AG. LIEN | NON-UCC FILIN

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) ADDITIONAL FEE | All Debtors | Debtor 1 | Debtor

8. OPTIONAL FILER REFERENCE DATA

Filed: Clerk of District Court
12/28/2015 4:32:45 PM
Grand Forks County, ND

LOAN WORKOUT AGREEMENT

A. **Parties to this Loan Workout Agreement** ***("Agreement")*** are as follows:

- **Grand Forks Bean Company, Inc.**, 2120 N. Washington Street, Grand Forks, ND 58203 ("Borrower");
- **Bremer Bank, National Association**, 3100 South Columbia Road, Grand Forks, ND 58201, and any and all Participants of the Loan described in this Agreement ("Bank");
- **Tad McGurk, as Personal Representative of the Estate of Todd McGurk, deceased**, Grand Forks, ND, ("Guarantor").

B. **Effective date of this Agreement** is the 7th day of January, 2015.

C. **Purpose and Background of this Agreement.** The Borrower is indebted to the Bank on the Loans described in this Loan Workout Agreement below, which are secured by various categories of chattel and personalty, and guaranteed by Todd McGurk (deceased). The parties have negotiated this Agreement in an effort to avoid the hardship, expense, and time consumption of collection and litigation, and desire to set forth their understanding here.

D. **The Borrower's Loans and indebtedness which are the subject of this Agreement are summarized as follows:**

- Bank Loan # 997-3 ***("Loan")*** evidenced by a Promissory Note ***("Note")*** dated October 14, 2013 in the principal face amount of $1,000,000, executed and made by Borrower as Borrower in favor of Bank as Lender. The Loan is documented by a Business Loan Agreement dated October 13, 2014, is secured by a Security Agreement dated October 14, 2013, and guaranteed by Todd McGurk by a Commercial Guaranty dated October 14, 2013; as part of entering into this Agreement Borrower is executing a Mortgage on certain real property described further in said mortgage (collectively the above with the Note the "Loan Documents"). The balance due as of January 5, 2015 is $878,708.94 principal, $3,805.50 accrued interest, for a total of $882,514.44 and $103.74 interest per diem thereafter.

E. **Loan Security.** The Loan is currently secured by a security interest granted in a Security Agreement by Borrower in favor of Bank in all of Borrower's Inventory, Equipment, and Accounts, now existing or hereafter acquired and all products and proceeds of the foregoing. This security interest is perfected by virtue of the filing in the public record by appropriate filing of UCC Financing Statements.

F. **Guarantor.** The Loan was also Guaranteed by Todd McGurk, now deceased. The guaranty document executed by Todd McGurk is binding on his heirs and assigns. Further Todd McGurk waived all defenses against the enforcement of the guaranty except for the payment in

Filed - Clerk of District Court
4/28/2015 4:32:45 PM
Grand Forks County, ND

full of the debt. Therefore, Guarantor, as the representative of the Estate of Todd McGurk, deceased, is fully liable for the payment of the Loan and has no defenses to the enforceability of the guaranty except for payment in full of the Loan.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION ACKNOWLEDGED AS HAVING BEEN EXCHANGED BY THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. **Acknowledgment of Accuracy of Recitals.** The Borrower and Guarantor acknowledge the above recitals are true and correct, and are incorporated into this Agreement by reference.

2. **Acknowledgment of Default.** The Borrower and Guarantor herein acknowledge that the Loan and Security Agreement are in default for reason of subjecting collateral to a charge or encumbrance, default in favor of Third Parties including "defaults under any...purchase or sales agreement", and a default exists because of an "Insolvency" which includes the "termination of Grantor's existence as a going business". Lastly, Creditor or Forfeiture Proceedings is a default, events affecting Grantor is a default as well Adverse Change of the Grantor's financial condition and Insecurity.

3. **Acknowledgement of Validity and Enforceability of Loans and Security.** The Borrower herein acknowledges that the Loans and security documents described in this Agreement are all valid, binding, perfected and enforceable, and subject to no defenses to payment or enforceability.

4. **Acknowledgment of Amount Owed.** The Borrower herein acknowledges that the outstanding indebtedness owed to Bank as of January 5, 2015 on the Loan is as follows:

    a. Bank Loan # 997-3 dated October 14, 2013, balance due is $878,708.94 principal, $3,805.80 accrued interest, and $103.74 interest per diem.

5. **Borrower Acknowledgment of Liability.** Borrower acknowledges that it is unconditionally liable for the amounts due under the Loan, as stated above, and that it has no defense, offset, counterclaim or recoupment to the collection of the indebtedness or the enforcement of the Notes, security documents involved herein, this Agreement, or the documents executed in conjunction with this Agreement. The Borrower acknowledges that the Bank, in entering into this Agreement, is relying on the truthfulness of the statements, warranties, representations, and agreements of the Borrower. The Borrower represents and warrants that this Agreement and the existing Loan documents were freely negotiated in good faith between the parties and entered into without duress, misapprehension, or undue influence.

6. **Guarantor Acknowledgment of Liability.** Guarantor acknowledges that in his representative capacity the Guarantor is unconditionally liable for the amounts due under

the Loans, as stated above, and that the Guarantor has no defense, offset, counterclaim or recoupment to the collection of the indebtedness or the enforcement of the Notes, security documents involved herein, this Agreement, or the documents executed in conjunction with this Agreement. The Guarantor acknowledges that the Bank, in entering into this Agreement, is relying on the truthfulness of the statements, warranties, representations, and agreements of the Guarantor. The Guarantor represents and warrants that this Agreement and the existing Loan documents were freely negotiated in good faith between the parties and entered into without duress, misapprehension, or undue influence.

7. **Acknowledgment of Acceleration Clause.** The Borrower and Guarantor acknowledge the validity of the acceleration clauses contained in the Loan documents and security documents referenced herein. The Borrower and Guarantor further acknowledge the Bank's right to have accelerated the Loan referenced herein upon the Borrower's failure to timely cure its default, except as limited by North Dakota law.

8. **Balance of Note to be timely paid according to the following terms as a condition of forbearance.** As a condition upon which Bank forbears taking further legal default and collection remedies under law and contract for the Note not being paid in full due to the default of Borrower, Borrower herein covenants to pay the balance otherwise due in full April 1, 2015 at which time Note # 997-3 shall mature and will be due in full.

Time is of the essence for the payments described above. Interest shall continue to accrue on the principal remaining balance of the Note during the period of forbearance described in this Agreement at the same rate as it was accruing prior to the date of this Agreement. Bank will apply the payments on the balance of the Note made by Borrower as stated above to accrued interest first and principal last.

9. **Agreement to surrender collateral.** Borrower agrees not to object to the Bank's right of repossession of all of the personal property and chattels securing the Loan to the Bank, including but not limited to all dry edible bean inventory, and the Bank may store the collateral in place until disposition can take place. The Bank may, without any objection of Borrower, dispose of the collateral in a reasonable manner, with application of the proceeds of disposition as a credit to the loan balance. Contemporaneously with this Agreement Borrower shall grant Bank a Mortgage on real property specifically described below and commonly known as 2120 N. Washington Street, Grand Forks, ND. Bank herein agrees to first look to the proceeds, if any, of any sale of the dry edible bean inventory, then to any other collateral (including real estate collateral), and finally to the guaranty of the Guarantor.

a. Surrender of collateral and reservation of deficiency rights. Pursuant to Section 9-609 of the Uniform Commercial Code as enacted in North Dakota, Borrower hereby agrees to commit not breach of peace and consents to the Bank keeping the collateral on site and to keep it secure and safe from theft, damage from the elements or otherwise, and from deterioration in value, and Borrower hereby

without opposition and peacefully surrenders to the Bank all of the collateral described in said Section E of this Agreement, so that the Bank can make commercially reasonable arrangements to dispose of the collateral. Borrower consents to any and all actions Bank may take in furtherance of disposing of the collateral, including the disclosure of information that would otherwise be confidential under law.

Borrower hereby agrees Bank may store the dry edible bean inventory in its current location without charge or any type of storage or handling fee. Borrower further grants Bank the right to access Borrower's storage facilities at any reasonable time, and without notice, for the purpose of monitoring and removing the dry edible bean inventory.

Borrower herein covenants it will make itself available and will execute any transfer documents or instruments required to complete transfer and surrender of all of Borrower's rights to the Bank in the event the within instrument is insufficient to do so.

This peaceable surrender of collateral by Borrower to the Bank herein operates to satisfy the indebtedness owed by the Borrower to the Bank only to the extent of the net recovery to the Bank from resale or other disposition of the collateral. The phrase "net recovery to the Bank" means the sale or other disposition proceeds remaining after deduction from the gross proceeds of the reasonable expenses of preparing the collateral for sale or other disposition, advertising the sale or other disposition, and paying commissions and other reasonable expenses of selling or otherwise disposing of the collateral, and paying superior liens, if any.

After applying the net recovery to the Bank to the total indebtedness owed by the Borrower to the Bank, the Borrower shall remain liable to the Bank for any deficiency, plus interest.

b. Disposition of collateral and rights to notice, surplus and redemption rights. The parties herein agree that the Bank may dispose of the collateral by sale, lease or otherwise, in any manner it deems fit as long as the sale or other disposition is conducted in a reasonable manner. Borrower (as well as inferior lienholders) are entitled to receive in writing from the Bank notice of the method, time and place of sale or other disposition of the collateral by the Bank.

Should there be a surplus of proceeds after application of the net recovery to the indebtedness, the surplus shall be remitted to the Borrower (and as stated above,

should there be any deficiency, the Borrower shall remain obligated to the Bank for such deficiency until it is paid or compromised).

The Borrower has the right to redeem the collateral prior to sale or prior to the Bank entering into a contract for sale, in cash for the amount of all loan debt owed, as permitted by the Uniform Commercial Code as enacted in North Dakota.

Nothing herein prevents the Borrower from being a cash buyer at any public sale of the collateral (such as an auction sale) as long as the Borrower is present and pays, on the day of the sale, the highest cash bid for any item of collateral sold at the public sale.

The Bank reserves the right to set in good faith and in a commercially reasonable manner "floor" or "minimum" prices for which it will permit collateral to be sold.

c. This transaction is not a bulk sale. The parties to this Agreement herein acknowledge and understand that this transaction is not a bulk sale or bulk transfer under the Uniform Commercial Code, in such jurisdictions where bulk sales law are in force. Rather, the parties acknowledge and understand this transaction is one of the exceptions to the bulk sale and bulk transfer law because this transfer is in settlement or realization of liens and security interests held by the Bank as secured party.

10. **Setoff of accounts.** The Bank has the right to setoff all Borrower's accounts with Bank (whether by checking, savings, or some other account). This right of setoff includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future, except as limited by the terms of the prior loans and by law. The Bank is not obligated to honor any debit transactions from Borrowers accounts, whether automatic debits, checks, or otherwise. If an item is returned to a payee due to lack of funds, all of Borrower's accounts with Lender will become subject to be setoff against the loans described above. The Bank is not obligated to cover any debits to any of Borrower's accounts without funds available.

11. **Grant of Mortgage.** Borrower shall grant to Bank a mortgage on the following described property: Lot Two (2), Block One (1), State Mill Addition to the City of Grand Forks, North Dakota. This Mortgage is given to Bank by Borrower contemporaneously with the execution of this Agreement. Bank may record this mortgage in the real estate records without any prior notice to Borrower and charge any recording fee to the Loan.

12. **Fees, costs, expenses and attorney's fees.** All of the Bank's costs and attorney's fees, including the drafting of this Agreement, shall be paid by Borrower and shall be added to the balance of indebtedness of the Borrower.

13. **Default.** Default under this Agreement shall consist of failure of the Borrower to perform any of the covenants they have herein made, or of the Borrower's failure to meet the deadlines prescribed in this Agreement. Default shall also occur in the event of any misrepresentation made by the Borrower or upon the filing of bankruptcy by the Borrower or the commencement of any insolvency proceedings against Borrower (including but not limited to any proceeding under N.D.C.C. ch. 60-04). If there is any change or deterioration in the condition of the Borrower, financial or otherwise, which causes the Bank in good faith to deem itself insecure or to be at risk of non-collection of all or any part of the indebtedness, the Bank may declare default under this workout agreement.

14. **Remedies.** In the event of default of this Agreement, the Bank may exercise such additional rights and remedies as are available to an aggrieved creditor pursuant to the Loan documents and the laws of the State of North Dakota, including but not limited to immediate possession of all chattels and personalty and foreclosure of the Mortgage given herein.

15. **In the event of foreclosure and disposition of the real estate.** In the event the sale of Borrower's dry edible bean inventory is insufficient to fully repay the Loan indebtedness, Borrower shall immediately upon demand of the Bank execute a deed in lieu of foreclosure which shall be delivered in escrow with Bank's attorney, Tracy A. Kennedy at Zimney Foster P.C. Said deed in lieu of foreclosure shall contain anti-merger language, which preserves the Mortgage liens held by the Bank, notwithstanding the Bank taking title, so that the Bank can protect itself against inferior liens and encumbrances on the real estate. The Borrower herein acknowledges that if the Bank, in its sole discretion, takes transfer of title and records the deed (which Borrower specifically authorizes Bank to so do without notice), if there are inferior liens and encumbrances on the real estate, the Bank must initiate a foreclosure action to cleanse the title of such inferior liens and encumbrances. Accordingly, and notwithstanding the surrender by the deed in lieu of foreclosure of their right, title, interest and redemption rights, the Borrower consents to be named as a party in the foreclosure action for purposes of properly cleansing the title of any inferior liens and encumbrances. Borrower covenants and agrees that it will not object to, interfere with, defend, or otherwise impair or impede the Bank's efforts to prosecute the foreclosure to cleanse the title. The Bank may dispose of the real estate collateral in any manner it deems fit, as long as the sale, lease or other disposition is conducted in a commercially reasonable manner, subject to the following:

a. Borrower will aid the Bank to target potential buyers. Upon request of the Bank, the Borrower will make itself available to aid the Bank in targeting perspective purchasers or lessees of the real estate and providing such

information as will assist the Bank in making the real estate attractive and valuable to potential buyers.

b. Borrower will execute curative documents. In the event the Bank discovers any loan documentation concerning the real estate mortgage collateral to be insufficient, in the Bank's opinion, to protect the Bank's perfection as against other creditors, Borrower agrees to execute such reasonable curative documents as the Bank requests to aid the Bank in protecting its interests in such collateral.

16. **Bank will credit collateral proceeds recovery to the Loan.** After deducting reasonable expenses of retaking, advertising, readying the collateral for sale or other disposition, and other out-of-pocket costs directly associated with disposing of the collateral, the Bank will apply the remaining net proceeds as a credit to the Loan owed by the Borrower.

17. **Procedure in the event of a Loan and indebtedness balance shortfall.** If disposition of the collateral is insufficient to pay the Loans and other indebtedness of Borrower in full, principal and interest inclusive, the parties agree to negotiate in good faith on a plan for retirement of any such deficiency, and to refinance such deficiency with any existing collateral remaining under this Agreement or any such additional collateral as may be reasonably required to support refinancing of the deficiency. Should there be a default on the refinanced deficiency, the Bank reserves the right to realize upon any of the collateral granted to the Bank under this Agreement or pursuant to the refinancing. In the event the Borrower seeks relief under the United States Bankruptcy Code, the Bank shall be permitted to file a Proof of Claim for the full amount of any Loan balance shortfalls, principal, interest and collection costs inclusive, and the Bank reserves the right and ability to protect its interests in any such bankruptcy proceeding. Similarly, if any insolvency proceeding is initiated against Borrower under N.D.C.C. ch. 60-04 or any similar state law the Bank shall be permitted to file a Proof of Claim for the full amount of any Loan balance then outstanding, principal, interest and collection costs inclusive, and the Bank reserves the right and ability to protect its interests in any such proceeding.

18. **Borrower consents to be named in a foreclosure action by the bank against itself.** In the event the Bank commences a foreclosure lawsuit, the Borrower consents to be named as a technical defendant. The Borrower covenants not to resist, interfere with, or defend against any such suit.—

19. **Satisfaction of Real Estate Mortgages.** Upon full performance by Borrower under this Agreement and the passage of 91 days without a bankruptcy filed by or involuntarily against Borrower, the Bank will satisfy the Real Estate Mortgage referenced herein.

20. **Borrower does not contemplate filing for bankruptcy.** The Borrower represents and warrants that it is not now planning to file for bankruptcy and that it has not been threatened with an involuntary bankruptcy. In the event the Borrower files bankruptcy, Borrower agrees it will not resist, object to or interfere with any motion the Bank may make to seek relief from the automatic stay so that the Bank may obtain and dispose of its collateral.

21. **Borrower shall not resist any actions taken by Bank in any insolvency proceeding.** The Borrower represents and warrants that it is not now a party to or subject of any insolvency proceeding, under N.D.C.C. ch. 60-04 or other similar law. In the event the Borrower becomes subject to such proceeding, Borrower agrees it will not resist, object to or interfere with any motion, petition, claim, or other legal action or theory the Bank may make or assert to preserve to the Bank the highest possible priority position in all of the collateral and for fullest possible recovery of the loan.

22. **Bank does not give tax advice, legal advice or management advice.** The Borrower and Guarantor herein covenant and agree they are not relying on the Bank for any tax advice, legal advice or management advice, and any such advice they desire or need has been or will be obtained from professionals or other sources of their own choosing.

23. **Opportunity to consult with counsel.** The Borrower and Guarantor agree that they have had the opportunity to consult with their own legal counsel and other counsel regarding this Agreement, and all legal, accounting, financial, tax, and bankruptcy and other advice related to this Agreement as they deemed appropriate before entering into this Agreement, and they have independently determined to enter into this Agreement.

24. **Borrower will cure any document deficiencies upon request.** The Borrower and Guarantor agree to promptly execute any documents identified by the Bank as having a deficiency.

25. **Confidentiality.** The Bank will not disclose this Loan Workout Agreement or its contents outside the Bank except to its attorneys and any Participant of the Loan, except in the event of default this Agreement may need to become a public record in any court proceeding. The Borrower and Guarantor will not disclose this Loan Workout Agreement or its contents with the exception that the Borrower and/or Guarantor may disclose this Agreement to their attorneys and to prospective lenders and refinanciers. The recording by Bank of the Mortgage to be granted by Borrower is not a violation of this provision. Any disclosure of any information either permitted or required under N.D.C.C. § 6-08.1-02 by either the Bank or any Participant of the Loan is not a violation of this provision.

26. **Modifications in writing only.** Any modification of this Agreement, to be valid, must be in writing and signed by all parties hereto.

27. **No renewal or future financing promises.** Nothing in this Agreement shall be construed as a promise by the Bank to renew or provide future financing for the Borrower or Guarantor.

28. **Workout agreement serves multiple purposes.** The Borrower and Guarantor acknowledge and agree that in the event the Borrower files bankruptcy or is involuntarily filed into bankruptcy, the provisions of this Agreement will remain in full force and effect as an "adequate protection agreement", and any plan of reorganization or rehabilitation shall include the workout provisions as to how the Bank will be repaid under a bankruptcy plan.

29. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

30. **North Dakota Law Governs.** This Agreement shall be governed, interpreted and enforced under North Dakota law.

31. **No Waiver.** No delay or failure by the Bank in the exercise of any right or remedy under this Agreement or under law shall constitute a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

32. **All prior agreements and contracts of parties remain in effect.** Unless specified in this Agreement, all covenants, terms, and conditions of the parties original loan documents, including all promissory notes, security agreements, mortgages, and guaranty contracts, and modifications thereto shall remain in full force and effect.

33. **Release of Claims.** Borrower and Guarantor hereby release and discharge Bank (including any Loan Participant) its officers, directors, employees, and agents, including but not limited to David Gronlie of Immediate Financial Solutions, Inc., of and from any and all claims, causes of action, or liabilities of any kind or nature, now known or hereafter discovered, from whatever cause arising (collectively, ***"Claims"***), all of which Claims are expressly hereby waived. This waiver and release of Claims is unconditional, immediate, and binding upon Borrower and Guarantor, and their successors in interest, for all purposes in all proceedings hereafter, including without limitation any proceedings under the United States Bankruptcy Code. This waiver and release of Claims is a material and expressly bargained-for consideration of this Agreement, severable, and independently enforceable notwithstanding a finding that any other provision hereof is unenforceable. Borrower and Guarantor irrevocably covenant and agree forever to refrain from initiating, filing, instituting, maintaining, or proceeding upon, or encouraging, advising or voluntarily assisting any other person or entity to initiate, institute, maintain or proceed upon any Claims of any nature whatsoever released in this release.

34. **This Agreement may be signed in counterparts.** This Agreement may be executed in counterparts, all of which gathered and taken together shall constitute one binding Agreement.

IN WITNESS WHEREOF, the parties have set their hands effective the day and year first above written.

[COUNTERPART SIGNATURES ON THE FOLLOWING THREE PAGES]

COUNTERPART SIGNATURE PAGE
LOAN FORBEARANCE AND EXTENSION AGREEMENT
Effective the 7th day of January, 2015

GRAND FORKS BEAN COMPANY, INC.

By: Tad McGurk, Its president

STATE OF North Dakota)
)ss
COUNTY OF Grand Forks)

On this 14 day of January, 2015, before me personally appeared **Tad McGurk**, known to me to be the **President of Grand Forks Bean Company, Inc.**, the corporation which executed the above and foregoing instrument and acknowledged to me that on behalf of said corporation same was executed as the corporate free act and deed.

(NOTARY SEAL)

JOEL F. ARNASON
Notary Public
State of North Dakota
My Commission Expires June 24, 2017

NOTARY PUBLIC
My Commission Expires:

COUNTERPART SIGNATURE PAGE
LOAN FORBEARANCE AND EXTENSION AGREEMENT
Effective the 7th day of January, 2015

ESTATE OF TODD MCGURK, DECEASED

By: Tad McGurk, Personal Representative

STATE OF North Dakota)
)ss
COUNTY OF Grand Forks)

On this 14 day of January, 2015, before me personally appeared **Tad McGurk**, known to me to be the **Personal Representative of the Estate of Todd McGurk, deceased**, the person which executed the above and foregoing instrument and acknowledged to me that on behalf of said person same was executed as his free act and deed.

(NOTARY SEAL)

JOEL F. ARNASON
Notary Public
State of North Dakota
My Commission Expires June 24, 2017

NOTARY PUBLIC
My Commission Expires:

COUNTERPART SIGNATURE PAGE
LOAN FORBEARANCE AND EXTENSION AGREEMENT
Effective 7th day of January, 2015

BREMER BANK, NATIONAL ASSOCIATION

By: Angie Baumann, Its VP

STATE OF North Dakota)
)ss.
COUNTY OF Grand Forks)

On this 15th day of January, 2015 before me personally appeared Angie Baumann known to me to be the Vice-President of **Bremer Bank, National Association**, the banking corporation which executed the above and foregoing instrument and acknowledged to me that on behalf of said corporation same was executed as the corporate free act and deed.

(NOTARY SEAL)

SHIRLEY BAKKEN
Notary Public
State of North Dakota
My Commission Expires June 24, 2017

Shirley Bakken
NOTARY PUBLIC
My Commission Expires:

STATE OF NORTH DAKOTA	IN DISTRICT COURT
COUNTY OF GRAND FORKS	NORTHEAST CENTRAL JUDICIAL DISTRICT
Public Service Commission, Petitioner, v. Grand Forks Bean Company, Inc., Respondent.	Civil No. 18-2015-CV-00240 **CLAIM OF THE ESTATE OF BRAD NELSON**
PSC Case No. GE-15-36	

The Estate of Brad Nelson asserts a claim in the above entitled proceeding in the amount of $54,313.20, together with interest accruing at the rate of 6% per annum from and after July 1, 2014. Said claim is based on a quantity of 1,810.44 cwt of beans priced at $30.00 per cwt. Copies of the scale tickets issued by Grand Forks Bean Company, Inc. on said beans and the contract between Brad Nelson and Grand Forks Bean Company, Inc. are attached to this claim as **Exhibit A**.

Dated this 27th day of April, 2015.

BY: _____

Jon R. Brakke (#03554)
jbrakke@vogellaw.com
VOGEL LAW FIRM
218 NP Avenue
PO Box 1389
Fargo, ND 58107-1389
Telephone: 701.237.6983
ATTORNEYS FOR THE ESTATE OF BRAD NELSON

2207779.1

Filed - Clerk of District Court
4/29/2015 2:19:12 PM
Grand Forks County, ND

Grand Forks Bean Co, Inc.

Grand Forks, ND 58203

DRY BEAN CONTRACT

1054

Year 2013 CROP

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

and Brad Nelson, EGF, MN, hereinafter known as "Seller".

Seller agrees to deliver #1 pinto beans to the Buyer at the time of harvest, maximum 800 # per acre.

Acres 75 CWT 600

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)

EXHIBIT A

Grand Forks Bean Co, Inc.

By: [signature]

Date: 10/16/12

Seller

By: phone w/ Brad

Date: 10/16/12

Filed - Clerk of District Court
4/29/2015 2:19:12 PM
Grand Forks County, ND

Comments:

88230 Vehicle & Grain..LBS
27130 Vehicle.....LBS
61100 Gross Grain.....LBS
1784 Dockage.....LBS
59316 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

U2670

DATE 9/14/13

Name BRAD NELSON

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade 1 Bin No. _____

Splits .48 %Pick .32 %FM 2.12 %

Moist 13 % Total Dock 2.92 %

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:

79130 Vehicle & Grain..LBS
26720 Vehicle.....LBS
52410 Gross Grain.....LBS
1048 Dockage.....LBS
51362 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

U2671

DATE 9/14/13

Name BRAD NELSON

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. 3/4

Splits .24 %Pick .48 %FM 1.28 %

Moist _____ % Total Dock 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:

80450 Vehicle & Grain..LBS
25270 Vehicle.....LBS
55180 Gross Grain.....LBS
4545 Dockage.....LBS
50635 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

J2672

DATE 9/14/13

Name BRAD NELSON

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade 1 Bin No. 3/4

Splits .6 %Pick .4 %FM 1.8 %

Moist _____ % Total Dock 2.8 %

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:

44670 Vehicle & Grain..LBS
27350 Vehicle.....LBS
17320 Gross Grain.....LBS
589 Dockage.....LBS
16731 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

J2673

DATE 9/14/13

Name BRAD NELSON

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade 1 Bin No. _____

Splits .6 %Pick .8 %FM 2 %

Moist _____ % 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

2013 Crop

Date	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/14/13	2670	0.48	0.32	2.12	2.92%	13.0	1	61,100	1,784	59,316		59,316
09/14/13	2671	0.24	0.48	1.28	2.00%		1	52,410	1,048	51,362		51,362
09/14/13	2672	0.60	0.40	1.80	2.80%		1	55,180	1,545	53,635		53,635
09/14/13	2673	0.60	0.80	2.00	3.40%		1	17,320	589	16,731		16,731
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0

0

TOTAL NET GRAIN 181,044

DATE CHECK PRICE

Balance 181,044

GF Bean

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.

PSC Case No. GE-15-36

Civil No. 18-2015-CV-00240

CLAIM OF BRENT BALDWIN

[¶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

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5/11/2015 5:13:57 PM
Grand Forks County, ND

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

[balance of page intentionally left blank]

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

Gr nd 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 Pinto 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:

$ 45.00 per cwt., clean bean basis, #1's.

$ 44.00 per cwt., clean bean basis, #2's.

$ 43.00 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.

By: Todd M

Date: 9/6/13

Seller

By: Sent phone w/ Brent

Date: 9/6/13

Exhibit A

Filed - Clerk of District Court
9/11/2015 5:13:57 PM
Grand Forks County, ND

Gr nd 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 Pinto 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 MKT 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: Todd M

Date: 9/6/13

Seller

By: per phone w/ Brent

Date: 9/6/13

Exhibit A

Page 86

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

9/16/13

BRENT BALDWIN

DRIVER ON OFF

Grade 1 Bin No. 5

28 %Pick 2.16 %FM .92 %

14.1 % Total Dock 4.36 %

Seed Coats %Base Price Per CWT

house is not responsible for returning an
ercentage of check seed coats back to receipt holder in the
edelivery.
e contracts on dry edible beans shall terminate on April
each year.

Storage Tkt. No. Assembly Sheet No.

ERTIFICATE OF GRADE WEIGHT & DOCKAGE
OF GRAIN WEIGHED OVER THE SCALES OF

AND FORKS BEAN CO, INC.
GRAND FORKS, NORTH DAKOTA 58203

02678

Comments:

87010 Vehicle & Grain..LBS
34850 Vehicle.....LBS
52180 Gross Grain.....LBS
1899 Dockage.....LBS
50281 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

DATE 9/16/13

lame BRENT BALDWIN

lame DRIVER ON OFF

ddress

ind Grade 1 Bin No. 5

plits 2.24 %Pick .6 %FM .8 %

oist 14 % Total Dock 3.64 %

heck Seed Coats %Base Price Per CWT

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

heck 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

02683

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 Grade 1 Bin No. 5

Splits 2.4 %Pick 1.28 %FM .7 %

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.

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:

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. DRIVER ON OFF
Address _____
Kind _____ Grade 1 Bin No. _____
Splits 1.0 %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

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 advance 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 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. Ted 0 cwt
COMPANY BY

Brent Baldwin by [illegible]
GROWER

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

[illegible]
Seller

RX Date/Time 11/19/2014 12:48
NOV.19.2014 11:46 AM
P.006
PAGE. 6/ 10

Exhibit B

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9/14/2015 5:13:57 PM
Grand Forks County, ND

BRENT BALDWIN.xls

Date	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/15/13	2678	2.24	0.60	0.80	3.64%	14.0	1	52,180	1,899	50,281		50,281
09/16/13	2680	1.28	2.16	0.92	4.36%	14.1	1	57,140	2,491	54,649		54,649
09/17/13	2683	2.40	1.28	0.40	4.08%	13.4	1	59,520	2,428	57,092		57,092
09/23/13	2698	1.60	0.80	0.60	3.00%	14.2	1	61,870	1,856	60,014		60,014
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
										0		

TOTAL NET GRAIN 222,035

DATE CHECK PRICE

Balance 222,035

Brent Baldwin

		Net Grain in Pounds
Scale Ticket Number	Date	Brent Baldwin
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		222,036.00
Totals in CWT		2,220.36

Exhibit C

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9/14/2015 5:13:57 PM
Grand Forks County, ND

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.

PSC Case No. GE-15-36

Civil No. 18-2015-CV-00240

CLAIM OF BALDWIN FARMS, INC.

[¶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

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5/11/2015 5:13:57 PM
Grand Forks County, ND

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)
) ss. **VERIFICATION**
COUNTY OF Pembina)

[¶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.

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 per day per cwt applies.

Dated this 12 day of SEPTEMBER, 2013.

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.

S/H.
Seller

Exhibit A

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5/1/2015 5:13:57 PM
Grand Forks County, ND

Comments:

91050 Vehicle & Grain..LBS
34590 Vehicle.....LBS
51660 Gross Grain.....LBS
1028 Dockage.....LBS
55432 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

13/13

BALDWIN FARMS INC.

DRIVER ON OFF

Grade 1 Bin No. 5

2 %Pick .2 %FM .2 %

1.6 % Total Dock 1.82 %

ed Coats_____%Base Price Per CWT_____

use is not responsible for returning an
centage of check seed coats back to receipt holder in the
livery.
ontracts on dry edible beans shall terminate on April
ch year.

Storage Tkt. No._____ Assembly Sheet No._____

IFICATE OF GRADE WEIGHT & DOCKAGE
GRAIN WEIGHED OVER THE SCALES OF

ND FORKS BEAN CO, INC.
AND FORKS, NORTH DAKOTA 58203

Exhibit A

Page 95

Comments:

02659

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

DATE 9/13/13

Name BALDWIN FARMS INC.

Name_____ DRIVER ON OFF

Address_____

Kind_____ 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 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:

02685

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

DATE 9/17/13

Name BALDWIN FARMS INC.

Name_____ 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 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:

1022660 Vehicle & Grain..LBS
349770 Vehicle.....LBS
672390 Gross Grain.....LBS
15888 Dockage.....LBS
657702 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

12/13

ALDWIN FARMS INC.

DRIVER ON OFF

Exhibit A

40 Grade 1 Bin No. ES

%Pick .64 %FM .32 %

7.6 % Total Dock 2.36 %

ed Coats %Base Price Per CWT

use is not responsible for returning an
centage of check seed coats back to receipt holder in the
livery.
ontracts on dry edible beans shall terminate on April
ch year.

Storage Tkt. No. Assembly Sheet No.

TIFICATE OF GRADE WEIGHT & DOCKAGE
GRAIN WEIGHED OVER THE SCALES OF

ND FORKS BEAN CO, INC.
AND FORKS, NORTH DAKOTA 58203

Comments:

839440 Vehicle & Grain..LBS
324040 Vehicle.....LBS
493000 Gross Grain.....LBS
10425 Dockage.....LBS
482575 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 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:

881100 Vehicle & Grain..LBS
270980 Vehicle.....LBS
601010 Gross Grain.....LBS
14440 Dockage.....LBS
595570 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 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

4005.7' cwt

3000 Sold

1005.7' cwt left

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 Baldwin 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 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 ~~$.00~~ .00493 per day per cwt applies.

Dated this 12 day of SEPTEMBER, 20 13.

6,226.07 cwt
23,000.00 > 12/27/13
3,226.07

Grand Forks Bean Co., Inc. TEO
COMPANY BY

Brent Baldwin by
GROWER

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

S.H.
Seller

NOV.19.2014 11:46 AM
RX Date/Time 11/19/2014 12:48 P.006

Exhibit B

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Grand Forks County, ND

BALDWIN FARMS INC.xls

Date	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/12/13	2646	1.40	0.64	0.32	2.36%	14.6	1	67,290	1,588	65,702		65,702
09/12/13	2647	1.20	0.80	0.48	2.48%	15.3	1	65,590	1,627	63,963		63,963
09/12/13	2651	0.92	0.40	0.80	2.12%	14.8	1	49,300	1,045	48,255		48,255
09/12/13	2655	0.88	1.00	0.48	2.36%	14.6	1	61,010	1,440	59,570		59,570
09/13/13	2659	1.60	0.32	0.20	2.12%	13.8	1	53,630	1,137	52,493		52,493
09/13/13	2660	1.42	0.20	0.20	1.82%	14.6	1	56,460	1,028	55,432		55,432
09/17/13	2685	3.04	0.48	1.12	4.64%		1	57,840	2,684	55,156		55,156
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
										0		
									TOTAL NET GRAIN			400,572

DATE	CHECK	PRICE
12/27/2013	7056	45.00

-300000

Balance 100,572

Exhibit B

Baldwin Farms, Inc.

		Net Grain in Pounds
Scale Ticket Number	Date	Baldwin Farms, Inc.
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	55,156.00
Subtotals		400,571.00
Less Sold (in pounds)	12/27/2013	(300,000.00)
Totals in Pounds		100,571.00
Totals in CWT		1,005.71

Exhibit C

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Grand Forks County, ND

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.

PSC Case No. GE-15-36

Civil No. 18-2015-CV-00240

CLAIM OF DUANE ALTENDORF

[¶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

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5/1/2015 5:13:57 PM
Grand Forks County, ND

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

[balance of page intentionally left blank]

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.

Notary Public for the State of North Dakota

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

Comments:

83700 Vehicle & Grain..LBS
33320 Vehicle.....LBS
58380 Gross Grain.....LBS
444 Dockage.....LBS
57936 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02710

DATE 9/24/13

Name DUANE ALTENDORF

Name FREIGHT TO BALDWIN FARMS 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

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3/11/2015 5:13:57 PM
Grand Forks County, ND

Comments:

85180 Vehicle & Grain..LBS

35440 Vehicle.....LBS

59740 Gross Grain.....LBS

3298 Dockage.....LBS

56442 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02707

DATE 11/24/13

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:

86496 Vehicle & Grain..LBS

32230 Vehicle.....LBS

54266 Gross Grain.....LBS

4319 Dockage.....LBS

49947 Net Grain.....LBS

_____ Moist Dock.....%LBS

_____ Net Grain.....LBS

02709

DATE 9/24/13

Name DUANE ALTENDORF FARMS INC

Name FREIGHT TO BALDWIN 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
36669 Dockage.....LBS
68551 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
2678 Dockage.....LBS
50342 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02706

DATE 9/24/13

Name [redacted]

Name Duane Altenbach DRIVER ON OFF

Address FREIGHT TO BRENT 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:

96340 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 9/22/13

Name DUANE ALTENDORF

Name FREIGHT 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:

81800 Vehicle & Grain..LBS
31740 Vehicle.....LBS
50060 Gross Grain.....LBS
2018 Dockage.....LBS
48042 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02704

DATE 9/23/13

Name DUANE ALTENDORF

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 ON 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 Allardt
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
2,408.22

Grand Forks Bean Co., Inc. [signature]
COMPANY BY

Duane Allardt
GROWER

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

DA
Seller

RX Date/Time 11/19/2014 12:48 NOV.19.2014 11:47 AM
P.009 PAGE. 9/ 10

Exhibit B

Filed - Clerk of District Court
5/14/2015 5:13:57 PM
Grand Forks County, ND

DUANE ALTENDORF FARMS INC.xls

Date	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/23/13	2701	1.40	1.60	0.40	3.40%	14.5	1	49,750	1,692	48,058		48,058
09/23/13	2702	1.40	1.32	0.48	3.20%	14.1	1	61,440	1,966	59,474		59,474
09/23/13	2704	2.00	1.20	0.40	3.60%		1	56,060	2,018	54,042		54,042
09/24/13	2705	2.92	1.48	0.64	5.04%	13.5	1	53,020	2,672	50,348		50,348
09/24/13	2707	3.20	1.00	1.32	5.52%	13.8	1	59,740	3,298	56,442		56,442
09/24/13	2708	3.60	0.88	0.60	5.08%	12.9	1	72,220	3,669	68,551		68,551
09/24/13	2709	4.40	2.88	0.68	7.96%	14.5	1	54,260	4,319	49,941		49,941
09/24/13	2710	3.20	4.12	0.24	7.56%	15.7	2	58,380	4,414	53,966		53,966
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
												0
									TOTAL NET GRAIN			440,822

DATE	CHECK	PRICE
12/31/2013	7066	45.00

-200000

Balance 240,822

Duane Altendorf

		Net Grain in Pounds
Scale Ticket Number	Date	Duane Altendorf
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	53,966.00
Subtotals		440,822.00
Less Sold (in pounds)	12/31/2013	(200,000.00)
Totals in Pounds		240,822.00
Totals in CWT		2,408.22

Exhibit C

Filed - Clerk of District Court
3/11/2015 5:13:57 PM
Grand Forks County, ND

STATE OF NORTH DAKOTA	IN DISTRICT COURT
COUNTY OF GRAND FORKS	NORTHEAST CENTRAL JUDICIAL DISTRICT
Public Service Commission, Petitioner, v. Grand Forks Bean Company, Inc., Respondent.	Civil No. 18-2015-CV-00240 **CLAIM OF CURT AMUNDSON**
PSC Case No. GE-15-36	

Curt Amundson asserts a claim in the above entitled proceeding in the amount of $363,848.40, together with interest accruing at the rate of 6% per annum from and after July 1, 2014, less an offset in the amount of $42,753.00 arising from a purchase of seed by Curt Amundson from Grand Forks Bean Company, Inc., in 2014. Said claim is based on a quantity of 12,128.28 cwt. of beans priced at $30.00 per cwt. Copies of the scale tickets issued by Grand Forks Bean Company, Inc. on said beans and the contract between Curt Amundson and Grand Forks Bean Company, Inc. are attached to this claim as **Exhibit A**.

Dated: May 13, 2015.

BY: _____

Jon R. Brakke (#03554)
jbrakke@vogellaw.com
VOGEL LAW FIRM
218 NP Avenue
PO Box 1389
Fargo, ND 58107-1389
Telephone: 701.237.6983
ATTORNEYS FOR CURT AMUNDSON

Filed - Clerk of District Court
5/13/2015 1:10:04 PM
Grand Forks County, ND

PRICE LATER MARKETING AGREEMENT

COMPANY Grand Forks Bean Co., Inc.
GROWER Curt Amundson
ADDRESS _____

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 per day per cwt applies.

Dated this 5th day of SEPTEMBER, 2013.

Grand Forks Bean Co., Inc. _____
COMPANY BY

_____
GROWER

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

CA
Seller

EXHIBIT
tabbies
A

Filed - Clerk of District Court
3/13/2015 1:10:04 PM
Grand Forks County, ND

Comments: Eng Right Side / 8 Addition

68130 Vehicle & Grain..LBS
27440 Vehicle.....LBS
40670 Gross Grain.....LBS
1725 Dockage.....LBS
38945 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

DATE 9/4/13
Name CURT AMUNDSON
Name _____ DRIVER ON OFF
Address _____
Kind Pinto Grade 1 Bin No. _____
Splits 1 %Pick 1.44 %FM 1.8 %
Moist 14.6 % Total Dock 4.24 %
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: Eng Right Side / 8 Addition

68610 Vehicle & Grain..LBS
25190 Vehicle.....LBS
43420 Gross Grain.....LBS
1042 Dockage.....LBS
42378 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

DATE 9/4/13
Name CURT AMUNDSON
Name _____ DRIVER ON OFF
Address _____
Kind Pinto Grade 1 Bin No. _____
Splits .88 %Pick 1.12 %FM .4 %
Moist 14.5 % Total Dock 2.4 %
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

Comments: Eng Right Side / 8 Addition

68620 Vehicle & Grain..LBS
26210 Vehicle.....LBS
40310 Gross Grain.....LBS
1290 Dockage.....LBS
39020 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

DATE 9/4/13
Name CURT AMUNDSON
Name _____ DRIVER ON OFF
Address _____
Kind Pinto Grade 1 Bin No. E8
Splits 1.4 %Pick .6 %FM 1.2 %
Moist 13.6 % 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: Am 31 Aberdeen

12790 Vehicle & Grain..LBS
26940 Vehicle.....LBS
45853 Gross Grain.....LBS
17062 Dockage.....LBS
441149 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

DATE 9/5/13
Name Curt Amundson
Name DRIVER ON OFF
Address
Kind Pinto Grade 1 Bin No.
Splits 1.52 %Pick 1.2 %FM 1 %
Moist 14 % Total Dock 3.72 %
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: 21 Am 32 Aberdeen

14500 Vehicle & Grain..LBS
26360 Vehicle.....LBS
48140 Gross Grain.....LBS
1599 Dockage.....LBS
460541 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

DATE 9/5/13
Name Curt Amundson
Name DRIVER ON OFF
Address
Kind Pinto Grade 1 Bin No.
Splits 1.52 %Pick 1 %FM .8 %
Moist 13 % Total Dock 3.32 %
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: 31 Am 32 Aberdeen

15730 Vehicle & Grain..LBS
25160 Vehicle.....LBS
50570 Gross Grain.....LBS
24127 Dockage.....LBS
481443 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

DATE 9/5/13
Name Curt Amundson
Name DRIVER ON OFF
Address
Kind Pinto Grade 1 Bin No.
Splits 1.4 %Pick 1.6 %FM 1.8 %
Moist 13.2 % Total Dock 4.8 %
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: Am 32 Non-Certified

72070	Vehicle & Grain..LBS
	26170 Vehicle.....LBS
	45900 Gross Grain.....LBS
	1707 Dockage.....LBS
	44193 Net Grain.....LBS
	Moist Dock.....%LBS
	Net Grain.....LBS

DATE 9/5/13

Name CURT AMUNDSON

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. E5

Splits .72 %Pick 1 %FM 2 %

Moist _____ % Total Dock 3.72 %

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: H.C.C. Am 18 Non-Certified

28800	Vehicle & Grain..LBS
26240	Vehicle.....LBS
36760	Gross Grain.....LBS
1097	Dockage.....LBS
35463	Net Grain.....LBS
	Moist Dock.....%LBS
	Net Grain.....LBS

DATE 9/5/13

Name CURT AMUNDSON

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. _____

Splits 1.6 %Pick .6 %FM .8 %

Moist _____ % 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

Comments: H.C.C. Am 18 Non-Certified

81110	Vehicle & Grain..LBS
27460	Vehicle.....LBS
53680	Gross Grain.....LBS
1631	Dockage.....LBS
50019	Net Grain.....LBS
	Moist Dock.....%LBS
	Net Grain.....LBS

DATE 9/5/13

Name CURT AMUNDSON

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. _____

Splits 2 %Pick .4 %FM .64 %

Moist _____ % Total Dock 3.04 %

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:
HCW.
Sec 18 Section

19070 Vehicle & Grain..LBS
26990 Vehicle.....LBS
52080 Gross Grain.....LBS
1021 Dockage.....LBS
51059 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/16/13
Name Curt Amundson
DRIVER ON OFF

Name _____
Address _____
Kind Durum Grade 1 Bin No. ES
Splits .6% %Pick 1.2 %FM .2 %
Moist 14.6 % Total Dock 1.96 %
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: HCW
Sec 18 Section

75550 Vehicle & Grain..LBS
26370 Vehicle.....LBS
49180 Gross Grain.....LBS
1397 Dockage.....LBS
47783 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/16/13
Name Curt Amundson
DRIVER ON OFF

Name _____
Address _____
Kind Durum Grade 1 Bin No. ES
Splits .6% %Pick 1.2 %FM .1 %
Moist 14 % Total Dock 2.84 %
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:
Sec 18
Section

17160 Vehicle & Grain..LBS
24920 Vehicle.....LBS
52240 Gross Grain.....LBS
1442 Dockage.....LBS
50798 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/16/13
Name Curt Amundson
DRIVER ON OFF

Name _____
Address _____
Kind Durum Grade 1 Bin No. ES
Splits .5% %Pick .6 %FM .6 %
Moist 15.7 % Total Dock 2.76 %
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: MA
Sec 18 Sullivan

80840 Vehicle & Grain..LBS
26810 Vehicle.....LBS
54030 Gross Grain.....LBS
1340 Dockage.....LBS
52690 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/16/13
Name Curt Amundson DRIVER ON OFF
Name _____ DRIVER ON OFF
Address _____
Kind Durum Grade 1 Bin No. E5
Splits Le %Pick 1.7 %FM 6.8 %
Moist 13.7 % 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

Comments: MA
Sec 18 Sullivan

78330 Vehicle & Grain..LBS
26350 Vehicle.....LBS
51980 Gross Grain.....LBS
769 Dockage.....LBS
51211 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/16/13
Name Curt Amundson DRIVER ON OFF
Name _____ DRIVER ON OFF
Address _____
Kind Pinto Grade 1 Bin No. E5
Splits Le %Pick 1.8 %FM 8.8 %
Moist 13.6 % Total Dock 1.48 %
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

Comments:
Sec 18 Sullivan

75220 Vehicle & Grain..LBS
25370 Vehicle.....LBS
49850 Gross Grain.....LBS
1894 Dockage.....LBS
47956 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/16/13
Name Curt Amundson DRIVER ON OFF
Name _____ DRIVER ON OFF
Address _____
Kind Pinto Grade 1 Bin No. E5
Splits Le %Pick 1.8 %FM 8.8 %
Moist _____ % Total Dock 3.8 %
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: Am 2 G.F.

35840 Vehicle & Grain..LBS
2690 Vehicle.....LBS
8930 Gross Grain.....LBS
225 Dockage.....LBS
8705 Net Grain.....LBS
348 Moist Dock.....%LBS
8357 Net Grain.....LBS

DATE 9/11/13

Name Curt Amundson

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. _____

Splits .32 %Pick 1.6 %FM .6 %

Moist 17.9 % Total Dock 2.52 %

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: Am 2 G.F.

38160 Vehicle & Grain..LBS
26840 Vehicle.....LBS
51900 Gross Grain.....LBS
1142 Dockage.....LBS
50758 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/12/13

Name Curt Amundson

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. ES

Splits .24 %Pick 1.68 %FM 1.28 %

Moist 15.5 % Total Dock 2.2 %

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: Am 2 G.F.

38790 Vehicle & Grain..LBS
25470 Vehicle.....LBS
47320 Gross Grain.....LBS
1420 Dockage.....LBS
45900 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/12/13

Name [redacted]

Name Curt Amundson DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. ES

Splits 1 %Pick 1.2 %FM .8 %

Moist 15.4 % 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

Comments: A
Dan 2
G. E.

77380 Vehicle & Grain..LBS
26060 Vehicle.....LBS
50720 Gross Grain.....LBS
1461 Dockage.....LBS
49259 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/12/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Canola Grade 1 Bin No. E S
Splits 1 %Pick .88 %FM 1 %
Moist 14.9 % Total Dock 2.88 %
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: A
Dan 2
G. E.

73840 Vehicle & Grain..LBS
27230 Vehicle.....LBS
46610 Gross Grain.....LBS
1510 Dockage.....LBS
45100 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/12/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Pinto Grade 1 Bin No. 3A
Splits 1.32 %Pick .72 %FM 1.2 %
Moist 14.7 % Total Dock 3.24 %
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: A
Dan 2
G. E.

76270 Vehicle & Grain..LBS
25320 Vehicle.....LBS
50950 Gross Grain.....LBS
1264 Dockage.....LBS
49686 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/13/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Pinto Grade 1 Bin No. 5
Splits .88 %Pick 4 %FM 1.2 %
Moist 14.5 % 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

Comments: LA

Lec 1 GF

885 30 Vehicle & Grain..LBS
260 80 Vehicle.....LBS
622 50 Gross Grain.....LBS
12 70 Dockage.....LBS
609 80 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/13/13

Name CURT AMUNDSON

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. 3/4

Splits .92 %Pick .4 %FM .7 %

Moist 14.3 % Total Dock 2.04 %

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: LA

Lec 1 GF

732 70 Vehicle & Grain..LBS
270 50 Vehicle.....LBS
462 20 Gross Grain.....LBS
10 17 Dockage.....LBS
452 03 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/13/13

Name CURT AMUNDSON

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. 3/4

Splits .68 %Pick .32 %FM 1.2 %

Moist 14.2 % Total Dock 2.2 %

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: LA

Lec 1 GF

773 70 Vehicle & Grain..LBS
257 70 Vehicle.....LBS
520 30 Gross Grain.....LBS
10 61 Dockage.....LBS
509 69 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/13/13

Name CURT AMUNDSON

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade 1 Bin No. 3/4

Splits .64 %Pick .4 %FM 1 %

Moist 14.4 % Total Dock 2.04 %

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: LA
Sec 1
G.F.

79800 Vehicle & Grain..LBS
20650 Vehicle.....LBS
59270 Gross Grain.....LBS
1482 Dockage.....LBS
57788 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/13/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade 1 Bin No. 3/4
Splits 88 %Pick 16 %FM 1.32 %
Moist 14.3 % Total Dock 2.78 %
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: LA
Sec 1
G.F.

82450 Vehicle & Grain..LBS
26380 Vehicle.....LBS
56070 Gross Grain.....LBS
1278 Dockage.....LBS
54792 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/14/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade 1 Bin No. 3/4
Splits 92 %Pick 28 %FM 1.8 %
Moist 14.2 % Total Dock 2.28 %
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: BD
Sec. 32 Normal Road

61300 Vehicle & Grain..LBS
25360 Vehicle.....LBS
35940 Gross Grain.....LBS
1265 Dockage.....LBS
34675 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/12/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade 1 Bin No. 3/4
Splits 8 %Pick 1.2 %FM 1.52 %
Moist _____ % Total Dock 3.52 %
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: Kruger Sect 22 Sullivan

79340 Vehicle & Grain..LBS
25630 Vehicle.....LBS
53710 Gross Grain.....LBS
1139 Dockage.....LBS
52571 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02674

DATE 9/15/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade 1 Bin No. 3/4
Splits 44 %Pick 68 %FM 1 %
Moist 15.1 % Total Dock 2.13 %
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: K
Sec 22
Sullivan

84960 Vehicle & Grain..LBS
27180 Vehicle.....LBS
57780 Gross Grain.....LBS
1895 Dockage.....LBS
55885 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02675

DATE 9/15/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade 1 Bin No. 3/4
Splits 48 %Pick 67 %FM 2.2 %
Moist 14.5 % Total Dock 3.28 %
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: K
Sec 22
Sullivan

80450 Vehicle & Grain..LBS
26500 Vehicle.....LBS
53950 Gross Grain.....LBS
1467 Dockage.....LBS
52483 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02676

DATE 9/15/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade 1 Bin No. 3/4
Splits 52 %Pick 4 %FM 1.84 %
Moist 14.2 % Total Dock 2.78 %
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: K
Sec 22 Sullivan

57990 Vehicle & Grain..LBS
25340 Vehicle.....LBS
12650 Gross Grain.....LBS
435 Dockage.....LBS
12215 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02677

DATE 9/15/13
Name Curt Amundson ON OFF
Name _____ DRIVER
Address _____
Kind _____ Grade 1 Bin No. 3/4
Splits 1/2 %Pick 1/2 %FM 2.2 %
Moist _____ % Total Dock 3.44 %
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: B Douglas 14
Sec 19 Sullivan

81040 Vehicle & Grain..LBS
25640 Vehicle.....LBS
55400 Gross Grain.....LBS
2526 Dockage.....LBS
52874 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02678

DATE 9/17/13
Name Curt Amundson ON OFF
Name _____ DRIVER
Address _____
Kind _____ Grade 1 Bin No. 5
Splits .8 %Pick 1.36 %FM 2.4 %
Moist 14.3 % Total Dock 4.56 %
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: S
Sec 19
Sullivan

81710 Vehicle & Grain..LBS
27860 Vehicle.....LBS
53850 Gross Grain.....LBS
2326 Dockage.....LBS
51524 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02679

DATE 9/17/13
Name Curt Amundson ON OFF
Name _____ DRIVER
Address _____
Kind _____ Grade 1 Bin No. 3
Splits .4 %Pick 1.48 %FM 2.2 %
Moist _____ % Total Dock 4.32 %
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: 8
Sec 17
Sullivan

86280 Vehicle & Grain..LBS
27440 Vehicle.....LBS
58840 Gross Grain.....LBS
3130 Dockage.....LBS
55710 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02561

DATE 9/17/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade 1 Bin No. 5
Splits _____ %Pick 13 %FM 3.4 %
Moist 13.9 % Total Dock 5.32 %
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: 8
Sec 18
Sullivan

58800 Vehicle & Grain..LBS
26210 Vehicle.....LBS
32590 Gross Grain.....LBS
1825 Dockage.....LBS
30765 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02697

DATE 9/18/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade 1 Bin No. MN
Splits _____ %Pick 8 %FM 4.2 %
Moist 14.4 % Total Dock 5.6 %
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: 8
Sec 32
Northland

39080 Vehicle & Grain..LBS
26850 Vehicle.....LBS
12230 Gross Grain.....LBS
318 Dockage.....LBS
11912 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02691

DATE 9/18/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade 1 Bin No. MN
Splits _____ %Pick 12 %FM 1.28 %
Moist _____ % Total Dock 2.6 %
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:
Sec 32 Northland

80540 Vehicle & Grain..LBS
27250 Vehicle.....LBS
53290 Gross Grain.....LBS
2281 Dockage.....LBS
51009 Net Grain.....LBS
6631 Moist Dock. 13 %LBS
44378 Net Grain.....LBS

02676

DATE 9/20/13
Name Curt Amundson
DRIVER ON OFF

Name
Address
Kind Grade 1 Bin No. NN
Splits 1.3 %Pick 2.1 %FM 1.8 %
Moist 21.8 % Total Dock 4.28 %
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:
Sec 32 Northland

68880 Vehicle & Grain..LBS
25470 Vehicle.....LBS
43410 Gross Grain.....LBS
1615 Dockage.....LBS
41795 Net Grain.....LBS
2095 Moist Dock. 5 %LBS
39705 Net Grain.....LBS

03598

DATE 9/20/13
Name Curt Amundson
DRIVER ON OFF

Name
Address
Kind Grade 1 Bin No. NN
Splits .2 %Pick 2 %FM 1.52 %
Moist 18 % Total Dock 3.78 %
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:
Sec 32 Northland

41770 Vehicle & Grain..LBS
26760 Vehicle.....LBS
15010 Gross Grain.....LBS
330 Dockage.....LBS
14680 Net Grain.....LBS
1321 Moist Dock.... 9 %LBS
13359 Net Grain.....LBS

02677

DATE 9/20/13
Name Curt Amundson
DRIVER ON OFF

Name
Address
Kind Grade 1 Bin No. 4
Splits .2 %Pick 1.6 %FM 1.4 %
Moist 20.2 % Total Dock 2.21 %
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

STATE OF NORTH DAKOTA

COUNTY OF GRAND FORKS

IN DISTRICT COURT

NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission, Plaintiff, v. Grand Forks Bean Company, Inc. Respondent.	Civil No. 18-2015-CV-00240 **CLAIM OF WJS NELSON**
PSC Case No. GE-15-36	

¶1 WJS Nelson (Steve Nelson and Jon Nelson) asserts a claim in the above entitled proceeding in the amount of $50,250.00, together with interest accruing at the rate of 6% per annum from and after April, 2015. Said claim is based on a quantity of 1,675 cwt of beans priced at $30.00 per cwt.

¶2 Copies of the scale tickets issued by Grand Forks Bean Company, Inc. are attached to this Claim as Exhibit A.

Dated this 14 day of May, 2015.

Russ J. Melland #04896
rmelland@camrudlaw.com
CAMRUD, MADDOCK, OLSON & LARSON, LTD.
401 DEMERS AVENUE, SUITE 500
P. O. BOX 5849
GRAND FORKS, ND 58206-5849
(701) 775-5595
Attorney for WJS Nelson

Filed - Clerk of District Court
5/14/2015 4:47:36 PM
Grand Forks County, ND

Comments:

Bin # 5

02726

84060 Vehicle & Grain..LBS
28080 Vehicle.....LBS
55980 Gross Grain.....LBS
2418 Dockage.....LBS
53562 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 4/14/14

Name WJS Nelson

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. FS

Splits .64 %Pick 2.8 %FM .88 %

Moist _____ % Total Dock 4.32 %

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:

Bin # 6

02727

80370 Vehicle & Grain..LBS
25700 Vehicle.....LBS
54670 Gross Grain.....LBS
2012 Dockage.....LBS
52658 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 4/15/14

Name WJS Nelson

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. FS

Splits .8 %Pick 2.08 %FM .8 %

Moist 15.4 % Total Dock 3.68 %

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

EXHIBIT A

Filed - Clerk of District Court
Page 5132 2015 4:47:36 PM
Grand Forks County, ND

Comments:

80440 Vehicle & Grain..LBS
23590 Vehicle.....LBS
56850 Gross Grain.....LBS
2979 Dockage.....LBS
53871 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02728

#7

DATE 4/15/14
Name WJS Nelson
Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade 1 Bin No. 30
Splits 1.04 %Pick 1.2 %FM 3.0 %
Moist 14.6 % Total Dock 5.24 %
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

1600.91 cwt.

STATE OF NORTH DAKOTA — IN DISTRICT COURT

COUNTY OF GRAND FORKS — NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission, Plaintiff, v. Grand Forks Bean Company, Inc. Respondent.	Civil No. 18-2015-CV-00240 **CLAIM OF CHUCK NELSON**
PSC Case No. GE-15-36	

¶1 Chuck Nelson asserts a claim in the above entitled proceeding in the amount of $39,452.40, together with interest accruing at the rate of 6% per annum from and after July 1, 2014. Said claim is based on a quantity of 1,315.08 cwt of beans priced at $30.00 per cwt.

¶2 The Price Later Marketing Agreement #1106 and Scale Ticket Summary prepared by Grand Forks Bean Company, Inc. are attached to this Claim as Exhibit A and the Dry Bean Contract is attached as Exhibit B.

Dated this 14 day of May 2015.

Russ J. Melland #04896
rmelland@camrudlaw.com
CAMRUD, MADDOCK, OLSON & LARSON, LTD.
401 DEMERS AVENUE, SUITE 500
P. O. BOX 5849
GRAND FORKS, ND 58206-5849
(701) 775-5595
Attorney for Chuck Nelson

Filed - Clerk of District Court
5/14/2015 4:47:36 PM
Grand Forks County, ND

PRICE LATER MARKETING AGREEMENT 1106

COMPANY **Grand Forks Bean Co., Inc.**
GROWER Chuck Nelson
ADDRESS Thompson, 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 $.00493 per day per cwt applies.

Dated this 29th day of September, 20 13.

6,315.08 cwt
(5,000.00) 12/31/13
1,315.08

Grand Forks Bean Co., Inc.
COMPANY BY

Chuck Nelson
GROWER

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

Seller

RX Date/Time 11/19/2014 12:48
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P.001

EXHIBIT A

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5/13/2015 4:47:36 PM
Grand Forks County, ND

NELSON FARMS.xls

2013 Crop

Date	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/25/13	2711	1.60	1.40	0.60	3.60%	15.0	1	46,960	1,691	45,289		45,289
09/25/13	2712	0.32	1.20	0.80	2.32%	15.4	1	50,760	1,178	49,582		49,582
09/25/13	2713	0.28	0.72	0.88	1.88%	14.7	1	51,880	975	50,905		50,905
09/25/13	2714	0.60	0.40	1.20	2.20%	14.4	1	49,600	1,091	48,509		48,509
09/25/13	2715	0.32	0.60	1.60	2.52%	13.8	1	50,400	1,270	49,130		49,130
09/25/13	2716	0.68	0.72	1.00	2.40%	14.0	1	47,560	1,141	46,419		46,419
09/26/13	2717	1.12	0.48	1.40	3.00%	14.2	1	46,890	1,407	45,483		45,483
09/26/13	2718	0.72	0.56	1.40	2.68%	14.2	1	25,080	672	24,408		24,408
09/26/13	2719	1.88	0.60	0.92	3.40%	13.9	1	36,490	1,241	35,249		35,249
11/01/13	2720	4.00	4.56	0.60	9.16%	17.1		48,360	4,430	43,930	3%	42,612
11/01/13	2721	6.40	4.80	0.60	11.80%	17.0		46,570	5,495	41,075	3%	39,843
11/01/13	2722	4.60	4.20	0.80	9.60%	17.1		48,700	4,773	43,927	3%	42,609
11/01/13	2723	4.80	4.00	0.60	9.40%	17.2		54,540	5,127	49,413	3%	47,931
11/02/13	2724	5.20	3.88	0.60	9.68%	16.8		57,470	5,563	51,907	2%	50,869
11/02/13	2725	8.12	4.48	0.56	13.16%	16.5		14,890	1,960	12,930	2%	12,671
					0.00%				0	0		0
												0
										TOTAL NET GRAIN		631,508

DATE	CHECK	PRICE	
12/31/2013	7063	33.00	-500000
			Balance 131,508

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 Pinto 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: Todd M

Date: 10/16/12

Seller Nelson Farms by Chuck P. Nelson

By: phone w/ Chuck

Date: 10/16/12

EXHIBIT B

Filed - Clerk of District Court
5/13/2015 4:47:36 PM
Grand Forks County, ND

STATE OF NORTH DAKOTA	IN DISTRICT COURT
COUNTY OF GRAND FORKS	NORTHEAST CENTRAL JUDICIAL DISTRICT
Public Service Commission, Plaintiff, v. Grand Forks Bean Company, Inc. Respondent.	Civil No. 18-2015-CV-00240 **CLAIM OF NICHOLAS E. ADAMS**
PSC Case No. GE-15-36	

¶1 Nicholas E. Adams asserts a claim in the above entitled proceeding based on a quantity of 908.55 cwt of beans delivered to Grand Forks Bean Company, Inc. in September of 2012. The Price Later Marketing Agreement #1102 and Scale Ticket Summary prepared by Grand Forks Bean Company, Inc. are attached to this Claim as Exhibit A. The claim in the above entitled proceeding in the amount of $29,982.15, together with interest accruing at the rate of 6% per annum from and after September 15, 2012 is based on a quantity of 908.55 cwt of beans priced at $33.00 per cwt.

¶2 Although a signature of the name "Nick Adams" appears on the Grower signature line, and the initials "NA" appear in the disclaimer box, Mr. Adams did not sign nor authorize his signature or initials on the Agreement. Until the Price Later Agreement was obtained from the PSC, it had never been seen by Mr. Adams.

Filed - Clerk of District Court
3/14/2015 4:47:36 PM
Grand Forks County, ND

Dated this 13 day of May, 2015.

Russ J. Melland #04896
rmelland@camrudlaw.com
CAMRUD, MADDOCK, OLSON & LARSON, LTD.
401 DEMERS AVENUE, SUITE 500
P. O. BOX 5849
GRAND FORKS, ND 58206-5849
(701) 775-5595
Attorney for Nicholas E. Adams

EXHIBIT A

PRICE LATER MARKETING AGREEMENT 1102

COMPANY **Grand Forks Bean Co., Inc.**
GROWER Adams, Nick
ADDRESS Reynolds, 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 ~~$.00000~~ .00493 per day per cwt applies.

Dated this 27th day of Nov, 20 13.

2012 Crop
908.55 cwt

Grand Forks Bean Co., Inc.
COMPANY BY

Nick Adams
GROWER

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

NA
Seller

Nov.19.2014 11:45 AM PAGE. 3/ 10
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Grand Forks County, ND

NICK ADAMS.xls

Date	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/15/12	2564	0.40	2.88	1.60	4.88%	12.0	1	55,450	2,706	52,744		52,744
09/15/12	2565	1.00	4.60	1.40	7.00%	12.7	2	40,980	2,869	38,111		38,111
					0.00%				0	0		0
										TOTAL NET GRAIN		90,855

DATE	CHECK	PRICE	Balance
			90,855

STATE OF NORTH DAKOTA	IN DISTRICT COURT
COUNTY OF GRAND FORKS	NORTHEAST CENTRAL JUDICIAL DISTRICT
Public Service Commission, Plaintiff, v. Grand Forks Bean Company, Inc. Respondent.	Civil No. 18-2015-CV-00240 **CLAIM OF RONALD E. ADAMS**
PSC Case No. GE-15-36	

¶1 Ronald E. Adams asserts a claim in the above entitled proceeding based on a quantity of 6,232.33 cwt of beans delivered to Grand Forks Bean Company, Inc. in October of 2010. The Scale Ticket Summary prepared by Grand Forks Bean Company, Inc. are attached to this Claim as Exhibit A. A copy of some of the scale tickets are attached as Exhibit B. The claim is in the amount of $292,919.51, together with interest accruing at the rate of 6% per annum from and after March 29, 2012, which after the date on which claimant Ronald E. Adams requested said beans be sold. Said claim is based on a quantity of 6,232.33 cwt of beans priced at $47.00 per cwt.

¶2 Ronald E. Adams asserts a claim in the above entitled proceeding based on a quantity of 1,545.91 cwt of beans delivered to Grand Forks Bean Company, Inc. in September of 2012. The Scale Ticket Summary prepared by Grand Forks Bean Company, Inc. is attached to this Claim as Exhibit C. A copy of the scale tickets are attached as Exhibit D. The claim is in the amount of $64,928.22, together with

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Grand Forks County, ND

interest accruing at the rate of 6% per annum from and after December 31, 2012 the date on which claimant Ronald E. Adams requested said beans be sold.

¶3 Ronald E. Adams total claim is for 7,778.24 cwt in the total amount of $357,847.73, plus interest accruing at the rate of 6% per annum on $292,919.51 from and after April 1, 2012, and on $64,928.22 from and after January 1, 2013.

¶4 Although a signature of the name "Ron Adams" appears on the Grower signature line, and initials "R A" appear in the disclaimer box, Mr. Adams did not sign nor authorize his signature or initials on the Agreement. Until the Price Later Agreement was obtained from the PSC, it had never been seen by Mr. Adams.

Dated this 14 day of MAY, 2015.

Russ J. Melland #04896
rmelland@camrudlaw.com
CAMRUD, MADDOCK, OLSON & LARSON, LTD.
401 DEMERS AVENUE, SUITE 500
P. O. BOX 5849
GRAND FORKS, ND 58206-5849
(701) 775-5595
Attorney for Ronald E. Adams

Filed: Clerk of District Court
5/14/2015 4:47:36 PM
Grand Forks County, ND

RX Date/Time 11/19/2014 12:41
Nov.19.2014 11:39 AM

RON ADAMS
165 16TH ST NE
REYNOLDS, ND 58273

2010 CROP

Date	TKT #	Splits %	Pick %	FM%	Total Dkg%	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/20/10	2224	1.60	1.80	3.84	7.24%	14.9	1	31,040	2,248	28,792		28,792
09/29/10	2240	0.40	1.00	0.80	2.20%	17.7	1	6,610	146	6,464	4%	6,205
10/04/10	2265	1.60	2.20	2.60	6.40%	15.3		34,300	2,196	32,104		32,104
10/04/10	2268	2.00	2.12	1.80	5.92%	14.9		32,760	1,940	30,820		30,820
10/04/10	2269	1.80	2.20	1.40	5.40%			6,080	329	5,751		5,751
10/05/10	2275	1.60	3.12	3.88	8.60%	14.8	2	29,620	2,548	27,072		27,072
10/05/10	2277	1.60	2.20	2.00	5.80%	14.7		17,500	1,015	16,485		16,485
10/05/10	2278	2.60	2.80	3.12	8.52%	14.6		34,990	2,982	32,008		32,008
10/05/10	2279	3.80	2.40	3.80	10.00%	14.0		27,010	2,701	24,309		24,309
10/05/10	2280	3.80	2.20	1.80	7.80%	14.2		17,560	1,370	16,190		16,190
10/06/10	2281	2.20	4.80	2.80	9.80%	15.5	2	28,520	2,795	25,725		25,725
10/06/10	2282	5.40	1.00	2.60	9.00%	13.0		29,590	2,664	26,926		26,926
10/09/10	2283	2.80	1.40	2.60	6.80%	12.2		28,980	1,971	27,009		27,009
10/09/10	2284	3.80	1.00	4.00	8.80%	11.5		28,400	2,500	25,900		25,900
10/10/10	2285	1.00	1.20	1.80	4.00%	14.1		33,540	1,342	32,198		32,198
10/10/10	2286	1.40	1.00	3.40	5.80%	13.7		31,370	1,820	29,550		29,550
10/10/10	2287	1.40	0.80	2.00	4.20%	13.5		35,670	1,499	34,171		34,171
10/11/10	2288	0.88	1.00	3.12	5.00%	16.0		31,070	1,554	29,517	1%	29,220
10/11/10	2289	0.68	0.88	2.60	4.16%	15.7		33,430	1,391	32,039		32,039
10/11/10	2290	1.00	0.80	4.20	6.00%	16.0		27,420	1,646	25,774	1%	25,516
10/11/10	2291	1.20	1.00	2.40	4.60%	14.5		12,660	583	12,077		12,077
10/12/10	2292	2.40	0.80	2.20	5.40%	13.8		31,570	1,705	29,865		29,865
10/12/10	2293	1.80	1.28	1.68	4.76%	14.7		28,800	1,371	27,429		27,429
10/12/10	2294	2.40	1.40	2.80	6.60%	14.4		15,650	1,033	14,617		14,617
10/18/10	2295	1.00	3.80	8.00	12.80%	14.8	2	28,050	3,591	24,459		24,459
10/18/10	2296	2.60	4.40	5.40	12.40%	14.4	2	7,760	963	6,797		6,797
					0.00%				0	0		0
									TOTAL NET GRAIN			623,233

DATE CHECK PRICE

EXHIBIT A

Comments:

63180 Vehicle & Grain..LBS
28880 Vehicle.....LBS
34300 Gross Grain.....LBS
2196 Dockage.....LBS
32104 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

32295

DATE 10/4/10

Name RON ADAMS

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 1.6 %Pick 2.3 %FM 2.6 %

Moist 15.3 % Total Dock 6.4 %

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

EXHIBIT B

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Grand Forks County, ND

GRAND FORKS, NORTH DAKOTA 58203

GRAND FORKS BEAN CO., INC.

CERTIFICATE OF GRADE WEIGHT & DOCKAGE
OF GRAIN WEIGHED OVER THE SCALES OF

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

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 Seed Coats _____ %Base Price Per CWT _____

Moist 14.9 % Total Dock 5.23 %

Splits 2 %Pick 21.3 %FM 1.8 %

Kind _____ Grade _____ Bin No. _____

Address _____

Name _____ DRIVER ON OFF

Name _____

DATE 10/4/16

Comments:

Vehicle & Grain..LBS

Vehicle.....LBS 32760

Gross Grain.....LBS 19440

Dockage.....LBS 1308.20

Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

12268

Comments:

Vehicle & Grain..LBS

Vehicle.....LBS

29590 Gross Grain.....LBS

21604 Dockage.....LBS

Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

22282

DATE 10/6/10

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 5.4 %Pick 1 %FM 2.6 %

Moist 13 % Total Dock 9 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS

Gross Grain.....LBS 61610

Dockage.....LBS 1516

Net Grain.....LBS 60094

Moist Dock.....4%LBS 2397

Net Grain.....LBS 57697

22240

DATE 9/29/10

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. _____

Splits .4 %Pick 1 %FM .8 %

Moist 17.1 % Total Dock 2.9 %

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:

210 Vehicle & Grain..LBS

Vehicle.....LBS

39620 Gross Grain.....LBS

2548 Dockage.....LBS

37072 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

37275

DATE 10/5/10

Name Rod Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade 2 Bin No. _____

Splits 1.6 %Pick 3.12 %FM 3.88 %

Moist 14.8 % Total Dock 8.6 %

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:

Vehicle & Grain..LBS 380

Vehicle.....LBS

Gross Grain.....LBS 17560

Dockage.....LBS 1015

Net Grain.....LBS 16485

Moist Dock.....%LBS

Net Grain.....LBS

022777

DATE 10/5/10

Name Rod Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 1.6 %Pick 2.3 %FM 2 %

Moist 14.7 % Total Dock 5.8 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS

Gross Grain.....LBS 34010

Dockage.....LBS 2952

Net Grain.....LBS 32058

Moist Dock.....%LBS

Net Grain.....LBS 29106

22278

DATE 10/5/12

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 2.6 %Pick 2.8 %FM 3.12 %

Moist 14.6 % Total Dock 8.52 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS

37610 Gross Grain.....LBS

2701 Dockage.....LBS

24309 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

U2279

DATE 10/5/10

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 3.8 %Pick 2.4 %FM 3.8 %

Moist 14 % Total Dock 10 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS

17560 Gross Grain.....LBS

1370 Dockage.....LBS

16190 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

22280

DATE 10/5/10

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 3.8 %Pick 2.2 %FM 1.8 %

Moist 14.2 % Total Dock 7.8 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS

28100 Gross Grain.....LBS

2598 Dockage.....LBS

25102 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

22284

DATE 10/9/19

Name Ross Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 3.8 %Pick 1 %FM 4 %

Moist 11.5 % Total Dock 8.8 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS

35270 Gross Grain.....LBS

1498 Dockage.....LBS

33772 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

2287

DATE 10/10/19

Name Rod ADAMS

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 1.4 %Pick .8 %FM 2 %

Moist 13.5 % Total Dock 4.2 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS 33430

Gross Grain.....LBS

Dockage.....LBS 1391

Net Grain.....LBS 32039

Moist Dock.....%LBS

Net Grain.....LBS

U2289

DATE 10/11/12

Name Ron ADAMS

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits .68 %Pick .88 %FM 2.6 %

Moist 15.7 % Total Dock 4.16 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS

Gross Grain.....LBS 12,160

Dockage.....LBS 383

Net Grain.....LBS 12,077

Moist Dock.....%LBS

Net Grain.....LBS

U2294

DATE 10/11/10

Name BON ADAMS

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 12 %Pick 1 %FM 2.4 %

Moist 14.5 % Total Dock 4.6 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS

Gross Grain.....LBS 28800

Dockage.....LBS 1371

Net Grain.....LBS 27429

Moist Dock.....%LBS

Net Grain.....LBS

82293

DATE 10/12/10

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 1.8 %Pick 1.28 %FM 1.68 %

Moist 14.7 % Total Dock 4.76 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS 28020

Gross Grain.....LBS 37791

Dockage.....LBS 2445 9

Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS 32295

DATE 10/18/10

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade 2 Bin No. _____

Splits 1 %Pick 3.8 %FM 8.8 %

Moist 14.8 % Total Dock 12.8 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS

Gross Grain.....LBS 47460

Dockage.....LBS 962

Net Grain.....LBS 46498

Moist Dock.....%LBS

Net Grain.....LBS

32296

DATE 10/18/12

Name RON ADAMS

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade 2 Bin No. _____

Splits 2.6 %Pick 1.4 %FM 5.4 %

Moist 14.4 % Total Dock 12.4 %

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

RON ADAMS.xls

Date	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/04/12	2471	3.68	4.08	1.60	9.36%	16.2	2	49,670	4,650	45,020	1%	44,569
09/04/12	2472	3.20	6.16	1.40	10.76%	15.3	3	42,080	4,528	37,552		37,552
09/04/12	2473	3.52	4.88	3.36	11.76%	16.2	2	16,950	1,994	14,956	1%	14,806
09/06/12	2485	1.72	1.28	1.40	4.40%	14.0	1	44,850	1,974	42,876		42,876
09/06/12	2486	2.40	2.48	0.60	5.48%	14.6	1	47,390	2,597	44,793		44,793
09/07/12	2488	1.28	1.20	2.12	4.60%	13.3	1	48,950	2,252	46,698		46,698
09/07/12	2489	1.28	2.80	1.72	5.80%	14.5		41,230	2,392	38,838		38,838
09/07/12	2492	1.80	4.20	0.80	6.80%	14.8	2	48,880	3,324	45,556		45,556
09/07/12	2493	1.92	4.12	2.24	8.28%	15.0		20,610	1,707	18,903		18,903
					0.00%				0	0		0
									TOTAL NET GRAIN			334,591

DATE	CHECK	PRICE
12/31/2012	6500	42.00 contracted

	-180000
Balance	154,591

EXHIBIT C

Filed - Clerk of District Court
5/6/2015 4:47:36 PM
Grand Forks County, ND

Comments:

33870 Vehicle & Grain..LBS
34220 Vehicle.....LBS
46670 Gross Grain.....LBS
4650 Dockage.....LBS
45980 Net Grain.....LBS
451 Moist Dock...1...%LBS
45529 Net Grain.....LBS

U2471

DATE 9/4/12

Name Rod Adams

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 2 Bin No. _____

Splits 3.68 %Pick 4.08 %FM 1.6 %

Moist 16.2 % Total Dock 9.36 %

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 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

EXHIBIT D

Filed - Clerk of District Court
2015 4:47:36 PM
Grand Forks County, ND

Comments:

Vehicle & Grain..LBS 74410

Vehicle.....LBS 32330

Gross Grain.....LBS 42080

Dockage.....LBS 4528

Net Grain.....LBS 37552

Moist Dock.....%LBS

Net Grain.....LBS

02472

DATE 9/4/12

Name Ryan Hoines

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 3 Bin No. _____

Splits 3.2 %Pick 6.16 %FM 1.4 %

Moist 15.3 % Total Dock 10.76 %

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:

52090 Vehicle & Grain..LBS
35140 Vehicle.....LBS
16950 Gross Grain.....LBS
1994 Dockage.....LBS
14956 Net Grain.....LBS
11.96 Moist Dock...%LBS
14806 Net Grain.....LBS

U2478

DATE 9/4/12

Name Rod Adams

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 2 Bin No. _____

Splits 3.52 %Pick 4.88 %FM 3.36 %

Moist 16.2 % Total Dock 11.96 %

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:

18580 Vehicle & Grain..LBS
2400 Vehicle.....LBS
41850 Gross Grain.....LBS
1974 Dockage.....LBS
42876 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

82485

DATE 9/6/12

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. _____

Splits 1.72 %Pick 1.28 %FM 1.4 %

Moist 14 % Total Dock 4.40 %

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:

79410 Vehicle & Grain..LBS

32026 Vehicle.....LBS

47384 Gross Grain.....LBS

2597 Dockage.....LBS

44792 Net Grain.....LBS

_____ Moist Dock.....%LBS

_____ Net Grain.....LBS

02486

DATE 9/6/12

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. _____

Splits 2.4 %Pick 2.48 %FM .6 %

Moist 14.6 % Total Dock 5.48 %

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

Comments:

81360 Vehicle & Grain..LBS
32440 Vehicle.....LBS
48950 Gross Grain.....LBS
2252 Dockage.....LBS
46698 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

J24088

DATE_____

Name Ron Apple

Name_____ DRIVER ON OFF

Address_____

Kind Pinto Grade 1 Bin No._____

Splits 1.28 %Pick 1.2 %FM 2.12 %

Moist 13.3 % Total Dock 4.6 %

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:

15640 Vehicle & Grain..LBS
3410 Vehicle.....LBS
41230 Gross Grain.....LBS
23962 Dockage.....LBS
38838 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

92486

DATE 9/7/12

Name Rod Adams

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. _____

Splits 1.28 %Pick 2.8 %FM 1.72 %

Moist 14.5 % Total Dock 5.8 %

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:

83230 Vehicle & Grain..LBS

24250 Vehicle.....LBS

48880 Gross Grain.....LBS

33324 Dockage.....LBS

45556 Net Grain.....LBS

_____ Moist Dock.....%LBS

_____ Net Grain.....LBS

U2692

DATE 9-7-12

Name Ray Adams

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 2 Bin No. _____

Splits 1.8 %Pick 4.2 %FM .8 %

Moist 14.8 % Total Dock 6.8 %

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:

Vehicle & Grain..LBS 37002

Vehicle.....LBS 36390

Gross Grain.....LBS 20610

Dockage.....LBS 1707

Net Grain.....LBS 18903

Moist Dock.....%LBS

Net Grain.....LBS

U2493

DATE 9/7/12

Name RON ADAMS

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 2 Bin No. _____

Splits 1.92 %Pick 4.12 %FM 2.24 %

Moist 15 % Total Dock 8.28 %

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

IN DISTRICT COURT, GRAND FORKS COUNTY, STATE OF NORTH DAKOTA

Public Service Commission, Petitioner, vs. Grand Forks Bean Company, Inc., Auto-Owners Insurance Company, Respondents, vs. Bremer Bank, National Association, Applicant for Intervention. PSC Case No. GE-15-36	Civil No. 18-2015-CV-00240 **RULE 3.2 NOTICE OF MOTION, AND BREMER BANK, NATIONAL ASSOCIATION'S MOTION TO INTERVENE**

NOTICE

TO: PETITIONER PUBLIC SERVICE COMMISSION, BY AND THROUGH ITS ATTORNEYS ILLONA A. JEFFCOAT-SACCO, MITCH ARMSTRONG, AND BRIAN SCHIMIDT; RESPONDENT GRAND FORKS BEAN COMPANY, INC., BY AND THROUGH ITS ATTORNEY JOEL ARNASON; RESPONDENT AUTO-OWNERS INSURANCE COMPANY, BY AND THROUGH ITS ATTORNEY MICHAEL J. MORLEY; AND OTHER INTERESTED PERSONS BY AND THROUGH THEIR ATTORNEYS:

¶1. PLEASE TAKE NOTICE this motion is brought pursuant to Rule 24 of the North Dakota Rules of Civil Procedure and Rule 3.2 of the North Dakota Rules of Court. You are put on notice that you have 14 days after service of a brief within which to serve and file an

answer brief and other supporting papers. Bremer Bank, National Association may serve and file a reply brief within seven days after service of the answer brief. Upon the filing of briefs, or upon expiration of the time for filing, the motion is deemed submitted to the court unless counsel for any party requests oral argument on the motion. Requests for oral argument or the taking of testimony must be made not later than seven days after expiration of the time for filing the answer brief. Please take notice that failure to file a brief in objection to the Motion may be deemed an admission that the Motion to Intervene is meritorious. Bremer Bank, National Association does not request oral argument before this Court. If you wish to have oral argument on the Motion you must make a timely request to do so and you must secure a time for the argument and serve notice upon all other parties of the time.

MOTION

¶2. COMES NOW Bremer Bank, National Association and moves the court for an order permitting Bremer Bank, National Association to intervene as a Respondent in this matter and to file the attached Answer to Application for Appointment as Trustee, Counterclaim, and Crossclaim. This Motion is brought pursuant to North Dakota Rule of Civil Procedure 24 as Bremer Bank, National Association claims an interest relating to the property or transaction that is the subject of this action, and is so situated that disposing of this action may as a practical matter impair or impede its ability to protect its interest.

¶3. This Motion is based on the Brief filed in support of the Motion, the Affidavit of Kevin Beito filed in support of the Motion, and on all pleadings and records on file with the court. Attached hereto as Exhibit 1 is Bremer Bank, National Association's intended pleading that sets out the claims and defenses for which intervention is sought, as required by Rule 24(c).

Dated this 1 day of September, 2015.

TRACY A. KENNEDY, ND ID # 05704
JOHN D. SCHROEDER, ND ID #07147
Zimney Foster P.C.
3100 South Columbia Road, Suite 200
Grand Forks ND 58201
Telephone: (701) 772-8111
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tracykennedy@northdakotalaw.net
jschroeder@northdakotalaw.net

Attorneys for Bremer Bank, National Association

IN DISTRICT COURT, GRAND FORKS COUNTY, STATE OF NORTH DAKOTA

Public Service Commission, Petitioner, vs. Grand Forks Bean Company, Inc., Auto-Owner Insurance Company, and Bremer Bank, National Association, Respondents.	Civil No. 18-2015-CV-00240 **BREMER BANK, NATIONAL ASSOCIATION'S ANSWER TO APPLICATION FOR APPOINTMENT AS TRUSTEE, COUNTERCLAIM, AND CROSSCLAIM**
Bremer Bank, National Association, Cross-Claimant, vs. Grand Forks Bean Company, Inc., Cross-Defendant.	
PSC Case No. GE-15-36	

ANSWER TO APPLICATION FOR APPOINTMENT AS TRUSTEE

COMES NOW, Respondent Bremer Bank, National Association, by and through its Attorneys Tracy A. Kennedy and John D. Schroeder, for and as its Answer to the Petitioner's *Application for Appointment as Trustee*, alleges and states as follows:

¶1. Respondent Bremer Bank, National Association (hereafter "Bremer") generally denies the allegations and claims made by Petitioner Public Service Commission (hereafter "Commission" or "PSC") in its *Application for Appointment as Trustee* (hereafter "Petition"), unless otherwise admitted or qualified herein. All allegations not specifically

EXHIBIT
tabbies 1
Motion to Intervene

admitted herein are denied.

¶2. Bremer admits the allegations of the following paragraphs of the Petition: 1, 2, 11, 13, 18, and 19.

¶3. Bremer specifically denies the allegations of the following paragraphs of the Petition, and puts the Commission on its burden of proof:

¶4. Bremer is without sufficient knowledge or information to form a belief as to the truth of the following paragraphs of the Petition, and therefore denies the same, and puts the Commission on its burden of proof: 3, 4, 5, 6, 7, 8, 9, 10, 12, 20, 21, 22, 23, 24, and 25.

¶5. Bremer admits the allegations of paragraph 14 of the Petition that it engaged in negotiations regarding the sale of Grand Forks Bean Company, Inc.'s (hereafter "Grand Forks Bean") dry edible pinto bean inventory but denies all other allegations as to the content or characterization of those negotiations.

¶6. Bremer admits the allegations of paragraph 15 of the Petition that it asserts it has a perfected security interest in the grain inventory and other assets of Grand Forks Bean that may become a part of the trust in any insolvency proceeding, but denies the allegation that Bremer first filed a claim to that effect with the Commission on January 28, 2015, and is without sufficient knowledge or information to form a belief as to the truth as to the remainder of this paragraph and therefore denies the same.

¶7. Bremer admits the allegations of paragraph 15 of the Petition that bids were entertained, including from Central Valley Bean Cooperative, but is without sufficient knowledge or information to form a belief as to the truth as to the remainder of this paragraph and therefore denies the same.

¶8. Bremer admits the allegations of paragraph 16 of the Petition as to Central Valley

Bean Cooperative's bid, but is without sufficient knowledge or information to form a belief as to the truth as to the remainder of this paragraph and therefore denies the same.

¶9. Bremer is without sufficient knowledge or information to form a belief as to the truth the allegations of paragraph 26 of the Petition in that there has been no allegation or assertion of any proper demand for any payment or re-delivery for any grain purchased, marketed, or stored by Grand Forks Bean Company, Inc.

¶10. Bremer states that the allegations of paragraph 27 of the Petition states a legal conclusion as to which no response is required.

¶11. Bremer states that the allegations of paragraph 28 of the Petition states a legal conclusion as to which no response is required.

¶12. Bremer is without sufficient knowledge or information to form a belief as to the truth of the allegations of paragraph 29 of the Petitioner as to whether bond proceeds will be needed to redeem outstanding receipts issued by Grand Forks Bean Company and states that the remainder of the allegations of paragraph 29 of the Petition state a legal conclusion as to which no response is required.

¶13. Bremer admits the allegation of paragraph 30 of the Petition that the Commission is not requesting the bonding company be joined at this time, but Bremer is without sufficient knowledge or information to form a belief as to the truth of the allegations in the remainder of the paragraph.

¶14. Bremer admits the allegation of paragraph 31 of the Petition that Credit-Sale Contract Indemnity Fund proceeds may be needed if Grand Forks Bean is determined to be insolvent, but Bremer states that the remainder of the allegations of paragraph 31 of the Petition state a legal conclusion as to which no response is required.

¶15. Bremer states that paragraphs 32 to 36 of the Petition state legal conclusions and/or prayers for relief as to which no response is required.

Affirmative Defenses to Petition

¶16. The Petition fails to state a claim upon which relief can be granted.

¶17. The Respondent Grand Forks Bean Company, Inc. is able to meet its repayment and redelivery obligations upon a proper demand for payment or redelivery.

¶18. The claims in the Petition are barred by the doctrine of estoppel.

¶19. The claims of various producers/growers as alleged in the Petition are subject to setoff in favor of Bremer, as the perfected secured party of Grand Forks Bean Company Inc.'s accounts and inventory and proceeds therefrom.

¶20. The claims of the producers/growers are subordinate to and subject to Bremer's perfected security interest in all grain inventory and proceeds of that inventory.

¶21. The claims of the producers/growers may be barred in whole or part by the statute of frauds if any statements not in a signed writing are being relied upon by said grower/producer.

¶22. The claims of the producers/growers may be barred in whole or part by an applicable statute of limitations or statute of repose.

¶23. The claims of the producers/growers may be barred in whole or part by laches.

¶24. WHEREFORE, Bremer prays for judgment on its Answer as follows:

a. Dismissing the Application;

b. Denying the Commission's request for appointment as Trustee under N.D.C.C. ch. 60-04;

c. Ordering that any grain inventory or proceeds thereof be turned over to Bremer and

Grand Forks Bean Company, Inc., in accordance with Bremer's Crossclaim;

d. For Bremer's Costs and Disbursements incurred herein; and

e. For such other and further relief determined to be just and equitable.

COUNTERCLAIM

COMES NOW, Respondent Bremer Bank, National Association, by and through its Attorneys Tracy A. Kennedy and John D. Schroeder, for and as its Counterclaim against the North Dakota Public Service Commission Petitioner alleges and states as follows:

COMMON COUNT - FACTUAL ASSERTIONS

¶25. Grand Forks Bean Company, Inc. ("Grand Forks Bean") is a corporation formed under the laws of North Dakota with its principal place of business at 2120 North Washington Street, Grand Forks, North Dakota.

¶26. Bremer Bank, National Association ("Bremer") is a bank formed under the National Banking Act, with is principal place of business at 3100 S. Columbia Rd. Grand Forks, North Dakota. Bremer Bank is authorized to do business in North Dakota.

¶27. The North Dakota Public Service Commission ("PSC" or "Commission") is an agency of the State of North Dakota formed under N.D. Const. Art. V, § 2, and N.D.C.C. ch. 49-01.

¶28. Grand Forks Bean took out loans from Bremer. The amount owed by Grand Forks Bean to Bremer is principal in the amount of $641,471.06, accrued interest at the variable rate of 4.25% per annum as stated in the loan documents through September 3, 2015, of $22,844.00, and interest per day of $75.7292224 after that date.

¶29. As part of that financing, Grand Forks Bean pledged to Bremer certain of its personal property assets including all "inventory" to Bremer to secure the loans, among other

categories of collateral. Attached hereto, and incorporated herein by reference, as Exhibit A to D, are security agreements executed by Grand Forks Bean Company, Inc. describing the property pledged to Bremer, dated October 20, 2011, September 12, 2012, November 9, 2012, and October 14, 2013. The categories of collateral pledged include "inventory", "accounts", "equipment", "general intangibles", and "chattel paper", as well as other collateral attached to or traceable to these categories.

¶30. Bremer has perfected its security interest through filings of UCC-1 Financing Statements with the North Dakota Secretary of State's office. Attached hereto, and incorporated herein by reference, as Exhibit E is the filed UCC financing statement in favor of Alerus Financial dated September 30, 2005; Exhibit F is the filed UCC financing statement assignment from Alerus Financial to Bremer dated October 3, 2011; Exhibit G is another filed UCC financing statement in favor of Bremer dated January 6, 2012.

¶31. Grand Forks Bean was in default under the terms of the security agreements and other loan documents with Bremer. Recognizing this default, Bremer and Grand Forks Bean entered into a Loan Workout Agreement, dated January 7, 2015, a copy of which is attached hereto and incorporated herein by reference as Exhibit H. Due to the institution of this insolvency proceeding against Grand Forks Bean, it is now in default of the Loan Workout Agreement.

¶32. The Commission and any growers or producers have not filed with the North Dakota Secretary of State's office any type of financing statement or lien statement against Grand Forks Bean. On information and belief, there is no security agreement between either the Commission or any growers/producers and Grand Forks Bean.

¶33. Bremer's perfected security interest has a first priority lien to all of the inventory and

other categories of collateral of Grand Forks Bean described in any security agreement and financing statement, and all proceeds therefrom as and against any claims of either the Commission or any growers/producers.

COUNT ONE – DECLARATORY JUDGMENT – PRIORITY

¶34. The allegations of paragraphs 25 to 33 of the Counterclaim are incorporated herein by reference.

¶35. The Commission seeks to gain control of, and disperse proceeds realized from the sale of Grand Forks Bean's inventory which has been pledged as collateral to Bremer and is subject to Bremer's first priority lien.

¶36. The Commission's control or attempted control and disbursement of Grand Forks Bean's grain inventory or its proceeds may be in violation of Bremer's rights under its perfected first priority security interest in the inventory and other collateral of Grand Forks Bean pledged to Bremer.

¶37. There is a real and present controversy over the relative rights of the Commission and Bremer to Grand Forks Bean's grain inventory or its proceeds.

¶38. Bremer desires the court declare, pursuant to N.D.C.C. ch. 32-23, and determine that Bremer holds a first priority lien in the inventory and other collateral of Grand Forks Bean pledged to Bremer which the Commission seeks to possess and dispose of, as trustee under N.D.C.C. ch. 60-04 or otherwise, and any distribution or claim of the Commission or the growers/producers are subordinate to Bremer in the assets of Grand Forks Bean that have been pledged to Bremer.

¶39. WHEREFORE, Bremer prays the court grant the following relief:

a. Declare Bremer has a perfected lien on the inventory and other assets described in

any security agreement between Grand Forks Bean and Bremer and financing statement superior to the rights of the Commission or any other person;

b. Declare that any distribution out of any assets controlled or administered by the Commission traceable to collateral pledged to Bremer be first distributed to Bremer to satisfy the outstanding loan to Grand Forks Bean before being distributed to the Commission or any other person;

c. An award of Bremer's costs and expenses incurred in this action; and

d. For such further relief determined to be just and equitable.

CROSSCLAIM

COMES NOW, Respondent Bremer Bank, National Association, by and through its Attorneys Tracy A. Kennedy and John D. Schroeder, for and as its Crossclaim against Grand Forks Bean Company, Inc. Respondent alleges and states as follows:

COMMON COUNT - FACTUAL ASSERTIONS

¶40. Grand Forks Bean Company, Inc. ("Grand Forks Bean") is a corporation formed under the laws of North Dakota with its principal place of business at 2120 North Washington Street, Grand Forks, North Dakota.

¶41. Bremer Bank, National Association ("Bremer") is a bank formed under the National Banking Act, with is principal place of business at 3100 S. Columbia Rd. Grand Forks, North Dakota. Bremer Bank is authorized to do business in North Dakota.

¶42. The North Dakota Public Service Commission ("PSC" or "Commission") is an agency of the State of North Dakota formed under N.D. Const. Art. V, § 2, and N.D.C.C. ch. 49-01.

¶43. Grand Forks Bean took out loans from Bremer. The amount owed by Grand Forks

Bean to Bremer is principal in the amount of $641,471.06, accrued interest at the variable rate of 4.25% per annum as stated in the loan documents through September 3, 2015, of $22,844.00, and interest per day of $75.7292224 after that date.

¶44. As part of that financing, Grand Forks Bean pledged to Bremer certain of its personal property assets including all "inventory" to Bremer to secure the loans, among other categories of collateral. Attached hereto, and incorporated herein by reference, as Exhibit A to D, are security agreements executed by Grand Forks Bean Company, Inc. describing the property pledged to Bremer, dated October 20, 2011, September 12, 2012, November 9, 2012, and October 14, 2013. The categories of collateral pledged include "inventory", "accounts", "equipment", "general intangibles", and "chattel paper", as well as other collateral attached to or traceable to these categories.

¶45. Bremer has perfected its security interest through filings of UCC-1 Financing Statements with the North Dakota Secretary of State's office. Attached hereto, and incorporated herein by reference, as Exhibit Exhibit E is the filed UCC financing statement in favor of Alerus Financial dated September 30, 2005; Exhibit F is the filed UCC financing statement assignment from Alerus Financial to Bremer dated October 3, 2011; Exhibit G is another filed UCC financing statement in favor of Bremer dated January 6, 2012.

¶46. Grand Forks Bean was in default under the terms of the security agreements and other loan documents with Bremer. Recognizing this default, Bremer and Grand Forks Bean entered into a Loan Workout Agreement, dated January 7, 2015, a copy of which is attached hereto and incorporated herein by reference as Exhibit H. Due to the institution of this insolvency proceeding against Grand Forks Bean, it is now in default of the Loan Workout Agreement.

COUNT ONE – ACTION ON SECURITY AGREEMENT AND LOAN WORKOUT AGREEMENT

¶47. The allegations of paragraphs 40 to 46 of the Crossclaim are incorporated herein by reference.

¶48. Grand Forks Bean is in default on the loan due to failure to make payment when due, Bremer reasonably deems itself to be insecure, the institution of an insolvency proceeding against Grand Forks Bean, failure of Grand Forks Bean to remain an ongoing business, and other terms of default as defined in the loan documents between Bremer and Grand Forks Bean.

¶49. Due to the default by Grand Forks Bean, Bremer is entitled to liquidate collateral pledged for the loan and apply to the loan the net proceeds realized from the collateral, after deducting reasonable expenses of retaking, holding, preparing for disposition, processing, and disposing of the collateral.

¶50. Due to the default by Grand Forks Bean, under the terms of any security agreement between Grand Forks Bean and Bremer, Bremer has all of the rights of a secured creditor under the Uniform Commercial Code, N.D.C.C. tit. 41, and, in addition, Bremer is entitled to the reasonable expenses of retaking, holding, preparing for disposition, processing, and disposing of the collateral, and to attorney's fees and legal expenses, unless prohibited by law, incurred in collection.

COUNT TWO – ACTION ON PROMISSORY NOTE AND LOAN WORKOUT AGREEMENT

¶51. The allegations of paragraphs 40 to 50 of the Crossclaim are incorporated herein by

reference.

¶52. Grand Forks Bean is in default on the loan due to failure to make payment when due, Bremer reasonably deems itself to be insecure, the institution of an insolvency proceeding against Grand Forks Bean, failure of Grand Forks Bean to remain an ongoing business, and other terms of default as defined in the loan documents between Bremer and Grand Forks Bean.

¶53. Due to the default by Grand Forks Bean, Bremer is entitled to a money judgment against Grand Forks Bean for the amount of the indebtedness.

¶54. WHEREFORE, Bremer prays the court grant the following relief:

a. That Bremer's security interest in all assets of Grand Forks Bean described in any security agreement between Bremer and Grand Forks Bean be foreclosed and that the collateral be sold subject to Court supervision and the proceeds applied to the outstanding debt of Grand Forks Bean with Bremer;

b. For entry of a money judgment in favor of Bremer Bank, National Association against Grand Forks Bean, Inc. in the amount of $641,471.06, accrued interest at the variable rate of 4.25% per annum as stated in the loan documents through September 3, 2015, of $22,844.00, and interest per day of $75.7292224 after that date prior to entry of judgment and after judgment is entered the highest rate of interest permitted by law upon judgments.

c. An award of Bremer's costs and expenses incurred in this action; and

d. For such further relief determined to be just and equitable.

Dated this _____ day of _____, 2015.

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STATE OF NORTH DAKOTA | IN DISTRICT COURT

COUNTY OF GRAND FORKS | NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission Petitioner, vs. Grand Forks Bean Company, Inc. and Auto-Owners Insurance Company Respondents. PSC Case No. GE-15-36	CIVIL NO. 18-2015-CV-00240 **MOTION TO APPROVE REPORT AND RECOMMENDATION OF TRUSTEE, APPROVE PAYMENTS, AND DISCHARGE TRUSTEE**

*** *** ***

1. The undersigned respectfully moves the Court for an Order Approving Trustee's Report and Recommendation, Approving Payments, and Discharging Trustee in the above matter.

Dated this 30th day of September, 2015.

By Mitchell D. Armstrong

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STATE OF NORTH DAKOTA

COUNTY OF GRAND FORKS

IN DISTRICT COURT

NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission Petitioner, vs. Grand Forks Bean Company, Inc. and Auto-Owners Insurance Company Respondents. PSC Case No. GE-15-36	CIVIL NO. 18-2015-CV-00240 **BRIEF IN SUPPORT OF MOTION TO APPROVE REPORT AND RECOMMENDATION OF TRUSTEE, APPROVE PAYMENTS, AND DISCHARGE TRUSTEE**

*** *** ***

1. The North Dakota Public Service Commission (Commission), as Trustee of the trust fund provided by North Dakota Century Code section 60-04-03 for the purpose of marshalling all trust assets of Grand Forks Bean Company, Inc., an insolvent grain warehouse, seeks an order approving the Report and Recommendation of Trustee, approving payment, and discharging trustee. The Commission has the authority to bring this Motion and the Court has the power to grant the relief requested under North Dakota Century Code sections 60-04-03 and 60-04-07.

2. The Commission has reviewed claims filed against the warehouseman and detailed determination regarding the validity of each claim is attached to and summarized in the Report and Recommendation of Trustee. The proceeds from the bond will not be needed

to redeem outstanding receipts issued by Grand Forks Bean Company, Inc., as provided in North Dakota Century Code section 60-04-09 if the Report and Recommendation of Trustee is approved.

3. The trust fund is made up of proceeds from the sale of grain and bond proceeds. North Dakota Century Code section 60-02-25.1 provides that grain contained in a warehouse is subject to a first priority lien in favor of the outstanding receiptholders.

4. Under North Dakota Century Code section 60-04-03.1 the "trust fund shall be established for the benefit of noncredit-sale receiptholders of the insolvent warehouseman and to pay the costs incurred by the commission in the administration of this chapter. . . ." The credit-sale contract indemnity fund was created for the purpose of providing protection for persons selling grain to a North Dakota licensed warehouse. North Dakota Century Code section 60-10-02. A person is eligible to receive payment from the credit-sale contract indemnity fund if the warehouse licensed under North Dakota law to which the person sold grain becomes insolvent and has not fully compensated the person in accordance with the credit-sale contract. North Dakota Century Code section 60-10-04.

5. Proceeds from the credit-sale contract indemnity fund will not be needed to meet the licensee's obligations because there are no valid credit-sale contracts.

6. North Dakota Century Code section 60-04-09 provides in part:

> Following hearing, the court shall approve or modify the report and issue an order directing payment of the necessary bond proceeds, distribution of the trust fund, and discharge of the commission from its trust.

7. We respectfully request that the Court approve the Report and Recommendation of Trustee, approve payments, and following payment to claimants, discharge the Commission as Trustee.

Dated this 30th day of September, 2015.

By Mitchell D. Armstrong

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STATE OF NORTH DAKOTA

COUNTY OF GRAND FORKS

IN DISTRICT COURT

NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission Petitioner, vs. Grand Forks Bean Company, Inc. and Auto-Owners Insurance Company Respondents. PSC Case No. GE-15-36	CIVIL NO. 18-2015-CV-00240 **REPORT AND RECOMMENDATION OF TRUSTEE**

I. PROCEEDINGS AND BACKGROUND INFORMATION

1. The North Dakota Public Service Commission (Commission) as Trustee, makes the following Report and Recommendation to the Court:

2. Grand Forks Bean Company, Inc., ("Grand Forks Bean") a North Dakota Corporation, operated a licensed grain warehouse at Grand Forks, North Dakota, licensed under North Dakota Century Code Chapters 60-02 and 60-04. *Supplemental Affidavit of Susan Richter* at ¶ 3 & Ex. 2 (September 30, 2015) ("*Richter Supp. Aff.*").

3. Grand Forks Bean operated its grain warehouse at Grand Forks, North Dakota under license number 1164. Id.

4. As part of the licensing process, Grand Forks Bean filed a bond with the Commission as required by North Dakota Century Code section 60-02-09, in the amount of $100,000 and

identified as number 077708 66024305, with Auto-Owners Insurance Company, 6101 Anacapri Boulevard, Lansing, Michigan. 48917, as surety. Id. at Ex. 3.

5. On November 18, 2014, the Licensing Division received a phone call from a producer inquiring about redelivery of dry edible beans that the producer had delivered to Grand Forks Bean at its licensed grain warehouse in Grand Forks, North Dakota. The producer alleged Grand Forks Bean had not been able to market his dry edible beans according to his price later marketing agreement with Grand Forks Bean. The producer also stated he was contacting Licensing Division Staff about taking redelivery of beans because Grand Forks Bean was not able to market the dry edible beans. *Affidavit of Susan K. Richter in Support of Application* at ¶ 6 (Feb. 13, 2015) (Doc ID # 4) ("*Richter Aff.*").

6. On November 19, 2014, Licensing Division Staff contacted Grand Forks Bean to discuss the producer's request for redelivery of dry edible beans. Staff asked Grand Forks Bean about its current dry edible bean inventory and if the inventory was sufficient to make redelivery to each producer who had delivered dry edible beans to the licensed grain warehouse in Grand Forks. Staff asked Grand Forks Bean to fax a copy of all price later marketing agreements it had issued and related assembly sheets. Staff also asked Grand Forks Bean to fax a copy of all documents for any producer who delivered beans after a February 2014 grain warehouse examination. Id. at ¶ 7.

7. On November 19 and November 20, 2014, Grand Forks Bean faxed Staff copies of the requested price later marketing agreements and assembly sheets. Id. at ¶ 8.

8. Between November 25 and December 19, 2014, the Licensing Division received additional phone calls from producers who delivered dry edible beans to the licensed grain warehouse in Grand Forks. Id. at ¶ 9.

9. On December 1, 2014, a Commission Grain Warehouse Inspector visited Grand Forks Bean and measured the grain inventory, concluding the inventory consisted of approximately 40,000 hundredweight of pinto beans. Id. at ¶ 10

10. Between December 19, 2014, and December 23, 2014, the Commission received claims from eight producers. The claims were filed via electronic mail or facsimile. Each producer alleged Grand Forks Bean had not been able to market the producer's beans or pay for the beans delivered to Grand Forks Bean's facility in Grand Forks, North Dakota. Id. at ¶ 11.

11. On December 23, 2014, Grand Forks Bean Company, Inc. and Public Service Commission Staff executed a Stipulation in which Grand Forks Bean agreed that it would not receive additional grain, that the dry edible bean inventory in the Grand Forks Bean facility would not be sold, redelivered, or moved from the Grand Forks facility without prior Commission approval, that the beans will continue to be stored in suitable facilities and in a suitable fashion to maintain the quality of the dry bean inventory, and that Grand Forks Bean will continue to maintain insurance on the dry edible bean inventory. Id. at ¶ 12.

12. The Stipulation provided that a violation of the Stipulation may result in further formal Commission proceedings, including the issuance of an *Ex Parte* Cease and Desist Order against Grand Forks Bean Company, Inc. Although Staff was not aware of any violation, Staff concluded, as a result of several discussions with growers, the warehouse and the bank, that the matter could not be resolved outside an insolvency proceeding. As a result, on January 16, 2015, Staff recommended the Commission issue an *Ex Parte* Cease and Desist Order against Grand Forks Bean Company, Inc. Id. at ¶ 13

13. On January 16, 2015, the Commission issued an *Ex Parte* Cease and Desist Order against Grand Forks Bean Company, Inc. ordering that Grand Forks Bean Company, Inc. cease and desist from receiving or purchasing grain, moving any grain out of the Grand Forks facility that may be an asset of the trust, or failing to maintain control of potential trust assets in a manner consistent with the Stipulation. Id. at ¶ 14.

14. The Commission, eight growers who had filed claims, and Bremer Bank continued to discuss the pending insolvency filing, the interests of the parties in the beans, and the need to sell the bean inventory in the Grand Forks Bean facility to maximize proceeds. All parties agreed the beans should be sold as quickly as possible, before deterioration and during acceptable weather for this commodity. The parties engaged in negotiations on a second Stipulation in order to provide a means to liquidate the inventory and preserve its value, to protect the proceeds, and also to preserve any interest the parties assert in those proceeds for resolution through the insolvency proceeding or via another means. Id. at ¶ 15.

15. The growers assert, under North Dakota Century Code section 60-02-25.1, as outstanding receiptholders, they have a statutory first priority lien giving them rights to all beans held at the Grand Forks facility to satisfy their claims for the beans they sold or delivered to Grand Forks Bean. The bank asserts it has a perfected security interest in the grain inventory and other assets of Grand Forks Bean that may become a part of the trust in any insolvency proceeding and filed a claim to this effect on January 28, 2015. The Commission asserts an interest in the beans and other assets of Grand Forks Bean, arising by statute, with respect to the claims of the growers and other receiptholders, if any. Id. at ¶ 16

16. To move toward liquidation, bids were entertained for purchase of the beans. Central Valley Bean Cooperative, American Bean LLC, SRS Commodities Limited, Star of the West Milling Company, Forest River Bean Co. Inc., Johnstown Bean Company, and Walhalla Bean Company were provided an opportunity to inspect samples of the pinto beans and submit bids. Id. at ¶ 17.

17. Central Valley Bean Cooperative (Central Valley Bean) submitted a bid of $23.50/cwt delivered to Buxton or $22.75/cwt based off a #1 pinto, normal discounts to apply with assurance of clean title to beans, including loading and hauling. American Bean LLC submitted a bid of $22.25/cwt for three bins and $16.25/cwt for one bin including loading and hauling. SRS Commodities Limited submitted a bid of $20.00/cwt based on US #1 grade (discounts to be applied as necessary), US #2 - $1/cwt discount and US #3 - $2/cwt discount and would furnish equipment, labor and transportation. Id. at ¶ 18.

18. All parties agreed the bid from Central Valley Bean was the most reasonable bid. Id. at ¶ 19.

19. On January 30, 2015, a Stipulation for the Sale of Inventory and Deposit of Proceeds was executed by attorneys for the Commission, Grand Forks Bean Company, eight growers, and Bremer Bank, National Association. (Subsequently all parties agreed via electronic mail that the Letter of Credit from Central Valley Bean need not be irrevocable.) Id. at ¶ 20.

20. Commission Staff informed Central Valley Bean that its bid was accepted, based on the terms submitted, with a price of $22.75/cwt based off a #1 pinto, normal discounts to apply, including loading and hauling. Id. at ¶ 21.

21. On February 3, 2015, Central Valley Bean began transporting the beans to its licensed grain warehouse in Buxton, North Dakota. The final load of beans was transported on February 11, 2015. A Grand Forks Bean outbound scale ticket was issued for each load of beans moved from the Grand Forks Bean warehouse and a copy of each outbound scale ticket was provided to the Commission. Commission Staff created an assembly report that included a record for each load of beans moved from the Grand Forks Bean warehouse. Id. at ¶ 22.

22. Central Valley Bean issued an inbound scale ticket for each load of beans received with grading information and Grand Forks Bean, the Public Service Commission, and the trucking company indicated as the persons from whom the grain was received. Central Valley Bean provided a copy of each inbound scale ticket to the Commission. Central Valley Bean created a daily assembly report that included a record for each load of beans received and provided a copy of each daily assembly report to the Commission. Id. at ¶ 23.

23. Once all beans were removed from the Grand Forks Bean warehouse and delivered to Central Valley Bean, Central Valley Bean provided a final assembly report to the Commission. Central Valley Bean paid the Commission the full amount due, with a final payment made on February 11, 2015. Id. at ¶ 24.

24. The proceeds from the sale of the beans have been received and deposited in an interest bearing escrow account at the Bank of North Dakota under the name Grand Forks Bean Company, Inc., and the Stipulation for the Sale of Inventory and Deposit of Proceeds was provided to the bank to evidence the conditions of the escrow. The funds remain on

deposit in the Public Service Commission's Grand Forks Bean Company, Inc. escrow account at the Bank of North Dakota. Id. at ¶ 25.

25. On February 13, 2015, the Commission filed an Application for Appointment as Trustee and for Ex Parte Order in District Court, County of Grand Forks, Northeast Central Judicial District. Doc ID # 1.

26. On February 18, 2015, the District Court ordered that Grand Forks Bean must preserve and protect any trust assets as provided in N.D.C.C. ch. 60-04 until the court issues its order granting or denying the application for appointment of the Commission as Trustee of the trust fund. Doc ID # 11. On February 25, 2015, a copy of the Notice of Entry of Ex Parte Order with attached copy of the executed Ex Parte Order to Preserve Trust Assets was served on the parties and also sent by regular mail to fourteen persons the Commission identified from the records of Grand Forks Bean as potential claimants in the insolvency proceeding. Doc ID ## 12-13.

27. Brent Baldwin, Baldwin Farms, Inc., Duane Altendorf, Ron Adams, Nicholas Adams, Chuck B. Nelson and WJS Nelson (John Nelson & Steve Nelson), Curt Amundson, and the Estate of Brad Nelson conditionally objected to the Commission's Application for Appointment as Trustee, asserting that Grand Forks Bean was insolvent substantially before December 19, 2014. Doc ID ## 14-15. The Commission responded, asserting that, if appointed Trustee, the Commission would request a specific insolvency date when it files its Report and Recommendations. Doc ID # 17.

28. On March 25, 2015, the District Court ordered that the Commission is appointed Trustee of the trust fund provided by North Dakota Century Code Chapter 60-04 for the purpose of marshaling all trust assets of the insolvent Grand Forks Bean, Inc. and further ordered

that the date of insolvency be established as on or before December 19, 2014. Doc ID # 26. On March 27, 2015, a copy of the Notice of Entry of Order and a copy of the Notice of Appointment as Trustee and Notice to File Claims was served on the parties through Odyssey or certified mail, as applicable, and also sent by regular mail to ten persons or their attorneys that the Commission identified as potential claimants in the insolvency proceeding. Doc ID ## 27-30. The notice required the filing of claims with the Commission within forty-five days of the final publication of the notice. Doc ID # 28.

29. The Notice of Appointment as Trustee and Notice to File Claims was published as a legal publication in the Grand Forks Herald on April 2 and April 9, 2015, as provided by law. The Grand Forks Herald is located in Grand Forks County and is the official county newspaper of the county in which the Grand Forks Bean warehouse is located.

30. Eleven claims were filed either with the District Court through Odyssey, directly to the Commission, or both. Not all of the claims provided a specific dollar amount claimed. The claims of Brent Baldwin, Baldwin Farms, Inc., and Duane Altendorf were presented in the form of the hundredweight (cwt) of beans for the market price of the beans prevailing on the date of the insolvency of Grand Forks Bean. The following is a summary of the filed claims:

	Claimant Name	**Claim Filed***
a.	Bremer Bank, National Association	$ 893,614.54
b.	Estate of Brad Nelson	$ 54,313.20
c.	Brent Baldwin	2,220.36 cwt
d.	Baldwin Farms, Inc.	1,005.71 cwt
e.	Duane Altendorf	2,408.22 cwt
f.	Curt Amundson	$ 363,848.40
g.	Chuck Nelson	$ 39,452.40
h.	WJS Nelson	$ 50,250.00
i.	Nicholas E. Adams	$ 29,982.15
j.	Ronald E. Adams	$ 357,847.73

k.	Fessenden Cooperative Association	$ 270,000.00

* All claims allege interest at varying rates and from varying dates.

31. The balance of the trust fund as of September 1, 2015, is $767,861.78. *Richter Supp. Aff.* at ¶ 2.

II. APPLICABLE LAW

32. Chapters 60-02 and 60-04, N.D.C.C., address the issues in this case. Pursuant to N.D.C.C. § 60-02-03, the PSC has general supervision powers over public warehouses. Public warehouses include "any elevator, mill, warehouse, subterminal, grain warehouse, terminal warehouse, or other structure or facility not licensed under the United States Warehouse Act [7 U.S.C. 241-273] in which grain is received for storing, buying, selling, shipping, or processing for compensation." N.D.C.C. § 60-02-01(5). "Grain" includes "beans" and as discussed in this report the two will be considered synonymous. N.D.C.C. § 60-02-01(3). Upon receiving grain into a warehouse, a uniform scale ticket must be issued. N.D.C.C. § 60-02-11. All scale tickets must be converted into cash, noncredit-sale contracts, credit-sale contracts, or warehouse receipts within forty-five days after grain is delivered to the warehouse. Id.

33. Grain contained in a warehouse is subject to a first priority lien in favor of outstanding receiptholders storing, selling, or depositing grain in the warehouse. N.D.C.C. § 60-02-25.1. "Receipts" are "grain warehouse receipts, scale tickets, checks, or other memoranda given by a public warehouseman for, or as evidence of, the receipt, storage, or sale of grain except when such memoranda was received as a result of a credit sale contract." N.D.C.C. §§ 60-02-01(7); 60-04-01(6). The lien is "preferred to any lien or security interest in favor of any creditor of the warehouseman regardless of the time when

the creditor's lien or security interest attached to the grain." N.D.C.C. § 60-02-25.1. There is no notice needed to perfect this lien. Id.

34. A licensee is insolvent when it refuses, neglects, or is unable upon proper demand to make payment for grain purchased or marketed or to make redelivery or payment for grain stored. N.D.C.C. § 60-04-02. Upon insolvency, the PSC, once appointed trustee, shall take all action necessary and appropriate to secure and act as trustee of the trust fund. N.D.C.C. § 60-04-03. The trust fund is established for the benefit of noncredit-sale receiptholders and to pay the costs incurred by the commission in the administration of N.D.C.C. ch. 60-04. N.D.C.C. § 60-04-03.1. The trust fund consists of the items enumerated in N.D.C.C. § 60-04-03.1, including the grain in the warehouse or the proceeds as obtained through the sale of such grain and claims for relief (or proceeds from) any bond given to ensure faithful performance of the warehouseman's duties.

35. Upon appointment as trustee, the PSC shall cause notice of its appointment to be published once each week for two consecutive weeks in a newspaper in the county in which the warehouse is located and may notify by ordinary mail the holders of record outstanding receipts as shown in the warehouseman's records. N.D.C.C. § 60-04-04. The notice requires outstanding receiptholders to file claims against the warehouseman with the PSC along with the receipts or such other evidence of the claims. Id. If a claim is not submitted within forty-five days of the last publication or such longer time as prescribed by the PSC, the PSC is relieved of any further duty or action on behalf of the receiptholder and the receiptholder may be barred from participation in the trust fund. Id.

36. Proper notice has been published and the time for filing claims has passed. After receipt and evaluation of the claims filed, the Commission must file a report containing the

proposed distribution of the trust (less expenses incurred by the PSC), showing the amount and validity of each claim after recognizing:

1. Any proper liens or pledges thereon.

2. Assignments thereof.

3. Deductions therefrom by reason of advances or offsets accrued in favor of the warehouseman.

4. In case of cash claims or checks, the amount thereof, with interest at the weighted average prime rate charged by the bank of North Dakota since the date of the insolvency.

5. In the case of scale tickets or warehouse receipts, the amount thereof based upon the market price prevailing on the date of the insolvency, with interest at the weighted average prime rate charged by the Bank of North Dakota since the date of insolvency.

N.D.C.C. § 60-04-09. If the trust fund is insufficient to redeem all claims in full, the fund must be shown prorated in the report in the manner the commission deems fair and equitable. Id.

37. The law provides only two classifications for contracts between a grain warehouse and a seller—credit-sale contracts and noncredit-sale contracts. There is no alternative form of contract. As set out in N.D.C.C. § 60-02-01(2):

> "Credit-sale contract" means a written contract for the sale of grain pursuant to which the sale price is to be paid or may be paid more than thirty days after the delivery or release of the grain for sale and which contains the notice provided in subsection 7 of 60-02-19.1. If a part of the sale price of a contract for the sale of grain is to be paid or may be paid more than thirty days after the delivery or release of the grain for sale, only such part of the contract is a credit-sale contract.

Any contract that does not meet the above criteria is a noncredit-sale contract. N.D.C.C. § 60-02-01(4).

38. Section 60-02-19.1 sets out several conditions required of a credit-sale contract. These conditions include that all credit-sale contracts must be in writing and be consecutively numbered at the time of printing the contract, and must provide for all of the following:

1. The seller's name and address.
2. The conditions of delivery.
3. The amount and kind of grain delivered.
4. The price per unit or basis of value.
5. The date payment is to be made.
6. The duration of the credit-sale contract.
7. Notice in a clear and prominent manner that the sale is not protected by the bond coverage provided for in section 60-02-09. However, if the warehouseman has obtained bond coverage in addition to that required by section 60-02-09 and such coverage extends to the benefit of credit-sale contracts, the warehouseman may state the same in the credit-sale contract along with the extent of coverage.

A credit-sale contract must also be signed by both parties and executed in duplicate (with one copy retained by the warehouseman and the other delivered to the seller). N.D.C.C. § 60-02-19.1. In order to be a credit-sale contract, the foregoing conditions must be strictly followed. See *Findings of Fact, Conclusions of Law, and Order*, Public Service Comm'n v. Grabanski Grain, LLC, and Platte River Ins. Co., Northeast Judicial District Case No. 50-2011-CV-00029, at pp. 5-6 (copy attached as Exhibit A).

39. When there is a valid credit-sale contract, a person is eligible to receive indemnity payments from the credit-sale contract indemnity fund if the warehouse becomes insolvent, the seller is not fully compensated, and the sale was after August 2, 2003. N.D.C.C. § 60-10-04; see also N.D.C.C. § 60-10-05 (providing that upon insolvency, the

credit-sale indemnity fund is available for meeting the licensee's obligation when the PSC is trustee). The amount payable from the credit-sale contract indemnity fund for each insolvency may not exceed the lesser of eighty percent of the amount owed to that person in accordance with all of that person's unsatisfied credit-sale contracts or two hundred eighty thousand dollars. N.D.C.C. § 60-10-06.

III. RECOMMENDATIONS

A. Status of Claims

40. There are essentially three types of claims filed in this case: 1. Claims by individual growers; 2. A claim by Bremer Bank; and 3. A contract claim by Fessenden Cooperative Association. The Estate of Brad Nelson, Brent Baldwin, Baldwin Farms, Inc., Duane Altendorf, Curt Amundson, Chuck Nelson, WJS Nelson, Nicholas E. Adams, and Ronald Adams have all provided sufficient documentation establishing the amount of grain each respectively delivered to Grand Forks Bean. The first step is to determine whether and which of their respective claims are credit-sale or noncredit-sale contracts. The Commission recommends all of these claims be considered noncredit-sale contracts.

41. There are specific statutory requirements in order for a contract to be considered a credit-sale contract. N.D.C.C. § 60-02-19.1. For various reasons, the individual grower claims do not meet all of the requirements necessary to be considered credit-sale contracts.

i. Estate of Brad Nelson

42. The Estate of Brad Nelson submitted a claim for $54,313.20 plus interest from July 1, 2014. This claim is based on a quantity of 1,810.44 cwt of beans priced at $30.00 per cwt. The Estate's claim includes a *Dry Bean Contract* dated October 16, 2012, signed by Grand Forks Bean. The signature for Brad Nelson is noted as "phone w/ Brad". The *Dry*

Bean Contract indicates Nelson agrees to deliver #1 pinto beans to Grand Forks Bean at the time of harvest. Grand Forks Bean agreed to pay "$33.00 per cwt, clean basis, #1's." Payment was to be made 100% on December 31, 2013. Documentation submitted along with the claim supports the 1,810.44 cwt of beans were received by Grand Forks Bean on September 14, 2013, for which Brad Nelson has not been paid. Brad Nelson's claim information was filed with the Court as Doc ID ## 43-44.

43. In addition to the information submitted by Brad Nelson, the Commission's investigation disclosed a *Price Later Marketing Agreement* in the files of Grand Forks Bean. The *Price Later Marketing Agreement* appears to be dated September 6, 2013. There is a signature on the *Agreement* purporting to be by Brad Nelson. The *Agreement* contains the following terms:

> 1. The company [Grand Forks Bean Co., Inc.] 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 delivery 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. [title warranty]
>
> 7. [non-assignability]

8. Service fee of $.00329 per cwt applies.

There is a handwritten note on the *Agreement* stating "1,810.44 cwt". *Affidavit of Timothy Erdmann* ("*Erdmann Aff.*") at ¶ 6(a) & Ex. 1 (September 30, 2015).

44. The Commission recognizes there may be some dispute for this claim, as well as the others that will be discussed later, whether the agreements were actually signed or agreed to by the claimants. Regardless, the Commission recommends that neither the *Price Later Marketing Agreement* nor the *Dry Bean Contract* be considered a credit-sale contract because they do not meet all of the statutory requirements for a credit-sale contract. While there may be additional reasons not necessarily specified, the *Price Later Marketing Agreement* should not be considered a credit-sale contract because it does not indicate the date on which payment is to be made or a duration. N.D.C.C. § 60-02-19.1(4). Further, the *Price Later Marketing Agreement* does not provide a price per unit or basis of value. Id. at (4).

45. The *Dry Bean Contract* also does not include a duration of the agreement and does not include notice in a clear and prominent manner that the sale is not protected by the bond coverage provided for in section 60-02-09. N.D.C.C. § 60-02-19.1(6), (7).

46. Further, N.D.C.C. § 60-02-19.1 requires credit-sale contracts to be "signed by both parties and executed in duplicate."

> From the language of NDCC 60-02-19.1, the absence of a signature by both of the parties to the contract precludes it from otherwise constituting a credit-sale contract. The statutory language requires that a credit-sale contract be manifested by not only written form but by the signature of both parties. To conclude otherwise requires the Court to disregard what the legislature set out as the requirements to create an enforceable credit-sale contract. So, any claim manifested by a document not signed by both parties can never constitute a credit-sale contract regardless of the language in the unsigned document.

Grabanski Grain, at ¶ 19 (filed herewith). These requirements are not met for either the *Dry Bean Contract* or the *Price Later Marketing Agreement*.

47. Without all information satisfying the requirements of a credit-sale contract, it is not possible to administer indemnity payments from the credit-sale contract fund under the applicable law as the amount of payments are based on the actual amount owed to a person in accordance with the specific, required terms of the credit-sale contract.

48. Accordingly, the Commission recommends the claim by the estate of Brad Nelson be considered a valid noncredit-sale claim for 1,810.44 cwt.

ii. Brent Baldwin

49. Brent Baldwin has submitted a claim based upon a quantity of 2,220.36 cwt of beans for the market price prevailing on the date of insolvency with interest since date of insolvency. Brent Baldwin's claim includes two *Dry Bean Contracts* dated September 6, 2013, along with documentation supporting 2,220.35 cwt claimed. The relevant terms of the *Dry Bean Contracts* are all the same as discussed above with the Estate of Brad Nelson's claim. There are differences in the price, and the *Dry Bean Contract* no. 1002 indicates the payment shall be made "at time of sale." The *Dry Bean Contracts* are signed by Grand Forks Bean and "per phone with Brent". Brent Baldwin's claim information was filed with the Court as Doc ID ## 46-49.

50. Baldwin also provided a copy of a *Price Later Marketing Agreement* which he asserts was never signed or agreed to by him, but was obtained by him from the Commission during its investigation. The *Price Later Marketing Agreement* contains the same terms described above except it is noted to have a $.00493 service charge. Id.

51. For the reasons explained in the claim of the Estate of Brad Nelson, the Commission recommends the claim by Brent Baldwin be considered a valid noncredit-sale claim for 2,220.35 cwt.

iii. Baldwin Farms, Inc.

52. Baldwin Farms, Inc. has submitted a claim based upon a quantity of 1,005.71 cwt of beans for the market price prevailing on the date of insolvency with interest since date of insolvency. Baldwin Farms' claim includes documentations supporting 1,005.72 cwt. Baldwin Farms' claim information was filed with the Court as Doc ID ## 50-53.

53. Baldwin Farms also provided a copy of a *Price Later Marketing Agreement* which it asserts was never signed or agreed to, but was obtained by him from the Commission during its investigation. The *Price Later Marketing Agreement* contains the same terms described above with a $.00493 service charge. Id.

54. For the same reasons explained above with respect to the *Price Later Marketing Agreement*, the Commission recommends the claim by Baldwin Farms be considered a valid noncredit-sale claim for 1,005.72 cwt.

iv. Duane Altendorf

55. Duane Altendorf has submitted a claim based upon a quantity of 2,408.22 cwt of beans for the market price prevailing on the date of insolvency with interest since date of insolvency. Altendorf's claim includes documentations supporting the cwt claimed. Duane Altendorf's claim information was filed with the Court as Doc ID ## 54-57.

56. Altendorf also provided a copy of a *Price Later Marketing Agreement* which he asserts was never signed or agreed to, but was obtained by him from the Commission during its

investigation. The *Price Later Marketing Agreement* contains the same terms described above with a $.00329 service charge.

57. For the same reasons explained above with respect to the *Price Later Marketing Agreement*, the Commission recommends the claim by Altendorf be considered a valid noncredit-sale claim for 2,408.22 cwt.

v. Curt Amundson

58. Curt Amundson has submitted a claim for $363,848.40 with interest after July 1, 2014, based upon a quantity of 12,128.28 cwt of beans at $30.00 per cwt. Amundson acknowledges an offset should be applied in the amount of $42,753.00 arising from a purchase of seed by him from Grand Forks Bean. Amundson's claim includes documentation supporting the cwt claimed. Amundson's claim information was filed with the Court as Doc ID ## 59-60.

59. Amundson also provided a copy of a *Price Later Marketing Agreement* dated September 5, 2013. The *Price Later Marketing Agreement* contains the same terms described above with a $.00493 service charge. Id.

60. For the same reasons explained above with respect to the *Price Later Marketing Agreement*, the Commission recommends the claim by Amundson be considered a valid noncredit-sale claim for 12,128.28 cwt less the identified offset for the seed purchase.

61. The Commission recommends the amount of the offset applied to Amundson's claim be $51,312.15. In a search of Grand Forks Bean's records, an invoice (No. 1221) was found indicating the purchase of seed resulting in the offset. The amount of the invoice is $55,160.56, which includes $51,312.15 for Pinto Seed and $3,848.41 for interest. No additional documentation regarding the offset has been provided by Amundson or located

in Grand Forks Bean's records. Absent any documentation showing the difference between what Amundson asserts is the correct amount of the offset and what is reflected in Grand Forks Bean's records, the Commission recommends the amount of the offset approved be $51,312.15 as reflected as the amount of seed sold to Amundson in Grand Forks Bean's records. See *Erdmann Aff.* at ¶ 6(c) & Ex. 2.

vi. Chuck Nelson

62. Chuck Nelson has submitted a claim in the amount of $39,452.40 with interest after July 1, 2014, based upon a quantity of 1,315.08 cwt of beans based on $30.00 per cwt. Chuck Nelson's claim includes a *Dry Bean Contract* dated October 16, 2012, along with a scale ticket summary supporting the 1,315.08 cwt claimed. The relevant terms of the *Dry Bean Contract* are all the same as discussed above. The price listed is $33.00 per cwt. The *Dry Bean Contract* is signed by Grand Forks Bean and "phone w/ Chuck" as well as "Nelson Farms by Charles B. Nelson." Chuck Nelson's claim information was filed with the Court as Doc ID ## 64-66.

63. Chuck Nelson also submitted a *Price Later Marketing Agreement*. The *Price Later Marketing Agreement* contains the same terms described above except it is noted to have a $.00493 service charge.

64. For the reasons explained above with respect to the *Dry Bean Contract* and the *Price Later Marketing Agreement*, the Commission recommends the claim by Chuck Nelson be considered a valid noncredit-sale claim for 1,315.08 cwt.

vii. WJS Nelson

65. WJS Nelson has submitted a claim in the amount of $50,250.00 with interest after April, 2015, based upon a quantity of 1,675 cwt of beans based on $30.00 per cwt. WJS

Nelson's claim includes three scale tickets supporting a net of 1,600.91 cwt. The price listed is $30.00 per cwt.

66. There were no contracts provided by WJS Nelson, and none were found in the Commission's investigation. Accordingly, Commission recommends the claim by WJS Nelson be considered a valid noncredit-sale claim for 1,600.91 cwt. WJS Nelson's claim information was filed with the Court as Doc ID ## 62-63.

viii. Nicholas E. Adams

67. Nicholas E. Adams has submitted a claim in the amount of $29,982.15 with interest after September 15, 2012, based upon a quantity of 908.55 cwt of beans based on $33.00 per cwt. Nicholas E. Adams' claim includes a *Price Later Marketing Agreement* dated November 27, 2013, along with a scale ticket summary supporting the 908.55 cwt claimed. Nicholas E. Adams asserts the *Price Later Marketing Agreement* was not signed or authorized to be signed by him, but was obtained from the Commission. Nicholas Adams's claim information was filed with the Court as Doc ID ## 67-68. Scale tickets were located in Grand Forks Bean's files supporting the 908.55 cwt claimed. *Erdmann Aff.* at ¶ 6(h) & Ex. 4.

68. The *Price Later Marketing Agreement* contains the same terms described above with a $.00493 service charge.

69. For the reasons explained above with respect to the *Price Later Marketing Agreement*, the Commission recommends the claim by Nicholas E. Adams be considered a valid noncredit-sale claim for 908.55 cwt.

ix. Ronald E. Adams

70. Ronald E. Adams has submitted a claim in the total amount of $357,847.73 plus interest after March 29, 2012 on 6,232.33 cwt and after December 31, 2012 on 1,545.91 cwt. Ronald E. Adams submitted scale ticket summaries and scale tickets to support his claim. The Commission's investigation revealed two *Price Later Marketing Agreements*, each dated November 27, 2013. Ronald E. Adams asserts he did not sign or authorize his signature on the *Agreements*. Ronald Adams's claim information was filed with the Court as Doc ID ## 69-73. Scale tickets were located in Grand Forks Bean's files supporting the 7,778.24 cwt claimed. *Erdmann Aff.* at ¶ 6(h) & Ex. 5.

71. The *Price Later Marketing Agreements* contain the same terms in the other agreements discussed and have a $.00493 service charge.

72. For the reasons explained previously regarding the *Price Later Marketing Agreement*, the Commission recommends the claim by Ronald E. Adams be considered a valid noncredit-sale claim for 7,778.24 cwt.

x. Bremer Bank, National Association

73. Bremer Bank National Association submitted a claim in the amount of $893,614.54 plus interest based upon security interests arising from *Commercial Security Agreements*, *UCC Financing Statements*, and a *Loan Workout Agreement*. Bremer Bank asserts it is entitled to the first distribution, prior to distribution to any other claimant, from the trust assets. Alternatively, it asserts it is entitled to second distribution, following distribution to valid receiptholders. Bremer Bank's claim information was filed with the Court as Doc ID ## 31-41.

74. The Commission recommends the valid receiptholders have priority over Bremer Bank's claim. Bremer Bank's claim is not as a valid receiptholder because it did not deliver grain to Grand Forks Bean. Further, any security interest the bank may have in Grand Forks Bean's inventory is secondary to the valid receiptholders. See N.D.C.C. § 60-02-25.1 (grain contained in a warehouse is subject to a first priority lien in favor of outstanding receiptholders storing, selling, or depositing grain in the warehouse); Public Service Comm. v. Valley Bean Farmers BeanAss'n., 365 N.W.2d 528, 536-37 (N.D. 1985). The lien is "preferred to any lien or security interest in favor of any creditor of the warehouseman regardless of the time when the creditor's lien or security interest attached to the grain." N.D.C.C. § 60-02-25.1. Further, the Bank's asserted interest does not constitute a "receipt" as that term is defined in N.D.C.C. §§ 60-02-01(7) or 60-04-01(6). The Commission recommends the Court determine the Bank does not have a valid claim under N.D.C.C. ch. 60-02 or 60-04.

xi. Fessenden Cooperative Association

75. Fessenden Cooperative Association ("FCA") submitted a claim in the amount of $270,000 plus interest from date payment was to be made based upon alleged breach of two contracts for Grand Forks Bean to purchase pinto beans from FCA. FCA's claim information was filed with the Court as Doc ID ## 82-85.

76. The Commission recommends FCA's claim be denied in this proceeding. Its asserted claim does not constitute a "receipt" as that term is defined in N.D.C.C. §§ 60-02-01(7) or 60-04-01(6). The Commission recommends the Court determine FCA does not have a valid claim under N.D.C.C. ch. 60-02 or 60-04.

B. Insolvency Date

77. Pursuant to N.D.C.C. § 60-04-02, a licensee is insolvent when the licensee refuses, neglects, or is unable upon proper demand to make payment for grain purchased or marketed by the licensee or to make redelivery or payment for grain stored. Establishing the date of insolvency is important to determine the price to be paid for outstanding claims and the interest. The Commission recommends the date of insolvency be established as December 19, 2014. There is no documentation in the claims filed or other information received and reviewed by the Commission that Grand Forks Bean refused, neglected, or was unable upon proper demand to make payment for grain purchased or marked for redelivery or payment for grain stored before this date. On December 19, 2014, Nick Adams and Ron Adams communicated to the PSC, both indicating Grand Forks Bean has "not been able to market our beans or pays us for them." *Richter Aff.* at ¶ 11 (Doc ID # 4). The amount of the claims in this case involves a total cwt of 31,175.79. When the beans were sold to Central Valley Coop., there was 36,022.80 gross and 33,439.68 net cwt, along with pinto bean splits of 834.20 gross and 651.07 net cwt. Accordingly, it appears Grand Forks Bean had enough beans to make redelivery of the beans stored, but refused, neglected or was unable to do so as of December 19, 2014. Prior to that date, there is no documentation that would allow the PSC to provide a basis for any other "date of insolvency." As a result, the PSC recommends December 19, 2014, be considered the date of insolvency. Having recommended a date of insolvency, the next consideration is the price to be applied.

C. Price

78. As the valid claims in this case all arise from scale tickets, the amount of each claim is "based upon the market price prevailing on the date of the insolvency, with interest at the weighted average prime rate charged by the Bank of North Dakota since the date of the insolvency." N.D.C.C. § 60-04-09. As indicated above, the recommended date of insolvency is December 19, 2014. The Commission recommends the Court order that the market price prevailing on the date of insolvency is $23.00 per cwt. This amount is based on the United States Department of Agriculture – Colorado Department of Ag Market News as of December 16, 2014 (the closest pricing date to December 19). This is not a daily market and there were no prices listed during the holiday week, which included December 19. The bean price was also $23.00 at the next market report on January 6, 2015. *Erdmann Aff.* at ¶ 7 & Ex. 6.

79. Grain asset proceeds are sufficient to pay each valid claimant 100% of each claim. The Commission recommends that the valid noncredit-sale claimants be paid 100% of the claims, plus interest from the date of insolvency. The Commission recommends that payment for each claim be made jointly payable to the claimant and any relevant valid lien holders at the time checks are issued. The final amounts to be paid will be determined once Court approval is received.

80. Under North Dakota Century Code section 60-04-09(5) interest may be paid in the case of scale tickets to claimants at the weighted average prime rate charged by the Bank of North Dakota since the date of insolvency. The Bank of North Dakota's weighted average prime rate is 3.25% which has been in place since December 17, 2008. *Erdmann Aff.* at ¶ 8 & Ex. 7. When trust proceeds are distributed there will be funds available to

pay interest from the date of insolvency. Therefore, we propose to pay the claimant's interest on each respective valid claim from the date of insolvency.

81. Grand Forks Bean had a Storage, Handling, and Delivery Policy posted at its facility indicating a Storage Rate and Service Rate of $0.15/cwt/month. *Erdmann Aff.* at ¶ 9 & Ex. 8. There are legal requirements for assessing storage in a case involving warehouse receipts. See N.D.C.C. §§ 60-02-11, 13, 16, 17. These sections address the requirements for storage charges in situations involving a warehouse receipt. There are no true warehouse receipts in this case and the Commission recommends the storage provisions relating to warehouse receipts be considered not applicable. Commission Staff has found no information or documentation other than the posted policy regarding storage. Pursuant to N.D.C.C. § 60-02-30, all storage contracts terminate for dry edible beans on April 30 of each year. If a public warehouseman does not notify a receiptholder by mail of an intention to terminate a storage contract as required, storage charges for the preceding twelve months are forfeited. N.D.C.C. § 60-02-30(4). Accordingly, the Commission recommends applying a storage rate of $00.15/cwt/month from May 1, 2014, through December 18, 2014, for a total amount of storage charges on the 31,175.79 cwt of beans at issue of $35,540.40.

82. An assessment at the rate of ten cents per cwt must be imposed upon all dry beans grown in this state, delivered into this state, or sold to a designated handler. N.D.C.C. § 4.1-06-12 ("edible bean promotion"). Therefore, this assessment totaling $3,117.58 should be applied to the beans in this case as it would have applied upon the sale of the beans by Grand Forks Bean. *Erdmann Aff.* at ¶ 10.

83. As a result, the valid claim amounts total $717,043.17 minus $3,117.58 for the edible bean promotion, minus $35,540.40 for storage charges, minus $51,312.15 for the Amundson seed offset, for a value of $627,073.04 plus interest of $16,017.33 (interest through October 1, but which will continue to accumulate) as shown below and with additional detail in Exhibit 9 to the *Affidavit of Timothy Erdmann.*

	Claimant Name	CWT verified	Claim Amount Based on Prevailing Market Price on 12/19/14**
a.	Estate of Brad Nelson	1,810.44 cwt	$ 39,395.17
b.	Brent Baldwin	2,220.35 cwt	$ 48,314.82
c.	Baldwin Farms, Inc.	1,005.72 cwt	$ 21,884.47
d.	Duane Altendorf	2,408.22 cwt	$ 52,402.87
e.	Curt Amundson	12,128.28 cwt	$ 212,599.22
f.	Chuck Nelson	1,315.08 cwt	$ 28,616.14
g.	WJS Nelson	1,600.91 cwt	$ 34,835.80
h.	Nicholas E. Adams	908.55 cwt	$ 19,770.05
i.	Ronald E. Adams	7,778.24 cwt	$ 169,254.50

**Claim amount after bean promotion and storage charges (and Amundson's seed offset in the amount of $51,312.15) are deducted and before any interest is added as interest will continue to accumulate.

84. No proceeds from the credit-sale contract indemnity fund will be needed to meet the insolvent licensee's obligations because there are no holders of valid credit-sale contracts.

85. North Dakota Century Code section 60-04-09 provides that expenses incurred in administering the insolvency are reimbursable from the trust fund. The Commission recommends reimbursement for the expenses incurred for postage, publication, legal and miscellaneous expenses. The total amount incurred as of September 1 is $6,912.30. *Richter Supp. Aff.* at ¶ 4 & Ex. 4. The Commission requests the final amount to be paid

for expenses incurred administering the insolvency be determined following any hearing and final proceedings once Court approval is received.

86. Contemporaneously with the filing of this Report and Recommendation a motion to approve the Report and Recommendation, approve payments. and discharge Trustee has been filed with the North Dakota District Court located in Grand Forks County North Dakota. Any interested party may appear at the hearing to show cause why the Report and Recommendation should not be approved. The Court has scheduled a hearing on this matter for March 14-16, 2016, at 9:00 a.m., before the Honorable Jon J. Jensen, at the Grand Forks County Courthouse, 124 South 4th Street, Grand Forks, North Dakota 58201.

Wherefore the Commission asks the Court to:

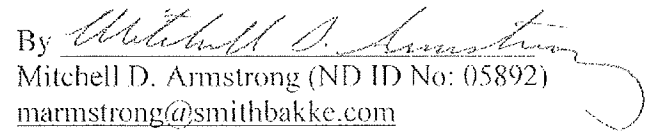
87. Approve the Report and Recommendation of the Trustee.

88. Authorize the Commission to make payments of trust fund proceeds consistent with this Report and Recommendation to persons with valid claims for grain purchased via a noncredit-sale by Grand Forks Bean Company, Inc. at Grand Forks, North Dakota.

89. Authorize the Commission to make payment for fees, expenses, etc. in administering the insolvency in a final amount to be established upon Court approval.

90. Discharge the Public Service Commission, as Trustee, once trust fund assets have been distributed and all payments have been made.

Dated this 30th day of September, 2015.

By 

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STATE OF NORTH DAKOTA	IN DISTRICT COURT
COUNTY OF GRAND FORKS	NORTHEAST CENTRAL JUDICIAL DISTRICT
Public Service Commission, Petitioner, vs. Grand Forks Bean Company, Inc., Auto-Owners Insurance Company, Respondents.	Case No.: 18-2015-CV-00240 ORDER DENYING INTERVENTION BUT ALLOWING FULL PARTICIPATION AS A CLAIMANT – BREMER BANK

[¶ 1] On September 10, 2015 Bremer Bank, National Association [Bremer] filed a motion seeking to intervene as a party in these proceedings. The Public Service Commission [PSC], the surety and all of the other claimants oppose Bremer's motion to intervene as a party.

[¶ 2] These proceedings are governed by Chapter 60-04 of the North Dakota Century Code which provides a method for creating a trust fund for the benefit of noncredit-sale "receiptholders" of an insolvent grain company. N.D.C.C. § 60-04-03.1. The PSC is charged with the duty of marshalling the assets and distributing those assets as provided in Chapter 60-04. N.D.C.C. § 60-04-03.

[¶ 3] Bremer seeks to intervene to protect its secured interest in the assets of the insolvent grain company. Bremer previously filed a claim as part of these proceedings. The PSC, the surety for the insolvent grain company and the other claimants assert that Bremer's intervention is unnecessary because Bremer may protect its interests as a claimant in these proceedings. The opposition to the motion includes the assertion that Bremer is seeking intervention to assert claims that would exceed the intended scope of

DISTRICT COURT CHAMBERS
Northeast Central Judicial District
Grand Forks, North Dakota 58201

proceedings governed by Chapter 60-04; at oral argument Bremer withdrew its assertion of a counterclaim.

[¶ 4] Chapter 60-04 contains contradictory provisions regarding the necessity of Bremer to seek formal intervention. For example, the following provisions imply that formal intervention is necessary:

- N.D.C.C. § 60-04-04 provides in part that even "[o]utstanding receiptholders are not parties to the insolvency action unless admitted by the court upon a motion for intervention."
- The right to file a claim in proceedings governed by Chapter 60-04 is extended only to "receiptholders" and it is unlikely that Bremer meets the definition of a "receiptholder."
- The report of the trustee with the proposed distribution of assets is only required to be served upon claimants; claimants would normally exclude an entity in Bremer's position. N.D.C.C. § 60-04-09.

The following provisions imply that formal intervention is not necessary:

- N.D.C.C. § 60-04-09 provides in part that prior to approval of the trustee's report the "court shall set a hearing and the appropriate notice for interested persons to show cause why the commission's report should not be approved and distribution of the fund be made as proposed." (emphasis added)
- N.D.C.C. § 60-04-09 provides in part that "[a]ny aggrieved person having an objection to the commission's report shall file the objection with the court . . . ."

[¶ 5] In this case resolution of the issue of whether or not formal intervention is required is not necessary. The PSC, the surety and all of the other claimants agree that Bremer may proceed in this action as a claimant and assert objections to any of the proposed distributions. Under these circumstances intervention is unnecessary. In the event that an objection to Bremer's participation in these proceedings were to be asserted, intervention would be granted, but limited to proceedings within the scope of Chapter 60-04 (limited to objections to the commissioner's report and proposed distributions).

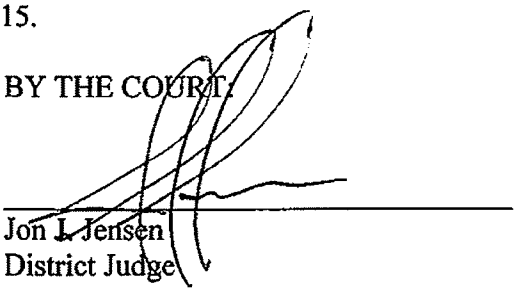
[¶ 6] Based upon the above findings and conclusions the undersigned orders as follows:

ORDER

[¶ 7] Bremer Bank, National Association's motion to intervene is DENIED, without prejudice. Bremer Bank, National Association shall participate in these proceedings to the full extent provided to any other receiptholder/claimant.

Dated this 19th day of November, 2015.

BY THE COURT:



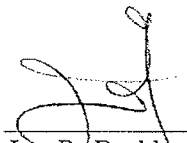
Jon J. Jensen
District Judge

cc: Illona Jeffcoat-Sacco
Mitchell D. Armstrong
Tracy A. Kennedy
Russell J. Melland
Daniel L. Gaustad
Jon R. Brakke
Michael J. Morley
Scott M. Knudsvig

STATE OF NORTH DAKOTA	IN DISTRICT COURT
COUNTY OF GRAND FORKS	NORTHEAST CENTRAL JUDICIAL DISTRICT
Public Service Commission, Petitioner, v. Grand Forks Bean Company, Inc., Auto-Owners Insurance Company, Respondents, v. Bremer Bank, National Association, Application for Intervention. PSC Case No. GE-15-36	Civil No. 18-2015-CV-00240 **AMENDED** **CLAIM OF BETH A. NELSON, AS ASSIGNEE OF THE ESTATE OF BRAD NELSON**

Beth A. Nelson, as assignee of the Estate of Brad Nelson, asserts an amended claim in the above entitled proceeding in the amount of $68,797.00, together with interest accruing from and after October 15, 2013. Said amended claim is based on a quantity of 1,810.44 cwt of beans priced at $38.00 per cwt. Beth A. Nelson states the date of the insolvency of the Respondent was no later than October 15, 2013. Copies of the scale tickets issued by the Respondent on said beans and a contract purportedly entered into between Brad Nelson and the Respondent are attached to this claim as **Exhibit A**.

Dated this 26th day of January, 2016.

BY: 

Jon R. Brakke (#03554)
jbrakke@vogellaw.com
VOGEL LAW FIRM
218 NP Avenue, PO Box 1389
Fargo, ND 58107-1389
Telephone: 701.237.6983
ATTORNEYS FOR BETH A. NELSON, AS ASSIGNEE OF THE ESTATE OF BRAD NELSON

Grand Forks Bean Co, Inc.

Grand Forks, ND 58203

DRY BEAN CONTRACT

1054

Year 2013 CROP

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

and Brad Nelson, EGF, MN, hereinafter known as "Seller".

Seller agrees to deliver #1 Pinto beans to the Buyer at the time of harvest, maximum 800 # per acre.

Acres 75 CWT 600

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)

EXHIBIT
A

Grand Forks Bean Co, Inc.

By: _____

Date: 10/16/12

Seller

By: phone w/ Brad

Date: 10/16/12

Comments:

88230 Vehicle & Grain..LBS
27130 Vehicle.....LBS
61100 Gross Grain.....LBS
1784 Dockage.....LBS
59316 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

U2670

DATE 9/14/13

Name BRAD NELSON

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade 1 Bin No. _____

Splits .48 %Pick .32 %FM 2.12 %

Moist 13 % Total Dock 2.92 %

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:

79130 Vehicle & Grain..LBS
26720 Vehicle.....LBS
52410 Gross Grain.....LBS
1048 Dockage.....LBS
51362 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

U2671

DATE 9/14/13

Name BRAD NELSON

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. 3/4

Splits .24 %Pick .48 %FM 1.28 %

Moist _____ % Total Dock 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:

80450 Vehicle & Grain..LBS
25270 Vehicle.....LBS
55180 Gross Grain.....LBS
1545 Dockage.....LBS
53635 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

J2672

DATE 9/14/13

Name BRAD NELSON

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade 1 Bin No. 3/4

Splits .6 %Pick .4 %FM 1.8 %

Moist _____ % Total Dock 2.8 %

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:

44670 Vehicle & Grain..LBS
21370 Vehicle.....LBS
17320 Gross Grain.....LBS
589 Dockage.....LBS
16731 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

U2673

DATE 9/14/13

Name BRAD NELSON

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade 1 Bin No. _____

Splits .6 %Pick .8 %FM 2 %

Moist _____ % 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

BRAD NELSON.xls

2013 Crop

Date	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/14/13	2670	0.48	0.32	2.12	2.92%	13.0	1	61,100	1,784	59,316		59,316
09/14/13	2671	0.24	0.48	1.28	2.00%		1	52,410	1,048	51,362		51,362
09/14/13	2672	0.60	0.40	1.80	2.80%		1	55,180	1,545	53,635		53,635
09/14/13	2673	0.60	0.80	2.00	3.40%		1	17,320	589	16,731		16,731
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
												0
									TOTAL NET GRAIN			181,044

DATE CHECK PRICE

Balance 181,044

GF Bean

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF GRAND FORKS

NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission,

Petitioner,

v.

Grand Forks Bean Company, Inc., Auto-Owners Insurance Company,

Respondents,

v.

Bremer Bank, National Association,

Application for Intervention.

PSC Case No. GE-15-36

Civil No. 18-2015-CV-00240

AMENDED
CLAIM OF CURT AMUNDSON

Curt Amundson asserts an amended claim in the above entitled proceeding in the amount of $460,875.00, together with interest accruing from and after October 15, 2013. Said amended claim is based on a quantity of 12,128.28 cwt. of beans priced at $38.00 per cwt. The Claimant acknowledges Respondent's right to an offset in the amount of $42,753.00 relating to a purchase of seed by Curt Amundson from the Respondent in 2014. Curt Amundson states the date of the insolvency of the Respondent was no later than October 15, 2013. Copies of the scale tickets issued by the Respondent on said beans and the contract between Curt Amundson and the Respondent are attached to this claim as **Exhibit A**.

Dated: January 26, 2016.

BY:

Jon R. Brakke (#03554)
jbrakke@vogellaw.com
VOGEL LAW FIRM
218 NP Avenue
PO Box 1389
Fargo, ND 58107-1389
Telephone: 701.237.6983
ATTORNEYS FOR CURT AMUNDSON

PRICE LATER MARKETING AGREEMENT

COMPANY Grand Forks Bean Co., Inc.
GROWER Curt Amundson
ADDRESS _____

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 per day per cwt applies.

Dated this 5th day of SEPTEMBER, 20 13.

Grand Forks Bean Co., Inc. by
COMPANY BY

GROWER

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

CM
Seller

EXHIBIT
A

Comments:
Enright Sec 18 Sullivan

68130 Vehicle & Grain..LBS
27440 Vehicle.....LBS
40690 Gross Grain.....LBS
1725 Dockage.....LBS
38945 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/4/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Durum Grade 1 Bin No. _____
Splits 1 %Pick 1.44 %FM 1.18 %
Moist 14.6 % Total Dock 4.24 %
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:
Enright Sec 18 Sullivan

68610 Vehicle & Grain..LBS
25190 Vehicle.....LBS
43420 Gross Grain.....LBS
1042 Dockage.....LBS
42378 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/4/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Durum Grade 1 Bin No. 4
Splits 1.88 %Pick 1.12 %FM 1.4 %
Moist 14.5 % Total Dock 2.4 %
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

Comments:
Enright 1/2 Sec 18 Sullivan

66620 Vehicle & Grain..LBS
26310 Vehicle.....LBS
40310 Gross Grain.....LBS
1290 Dockage.....LBS
39020 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/4/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Durum Grade 1 Bin No. 65
Splits 1.4 %Pick 1.6 %FM 1.2 %
Moist 13.6 % Total Dock 3.3 %
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

Comments:
Sec 18
Sullivan

12790 Vehicle & Grain..LBS
26940 Vehicle.....LBS
45850 Gross Grain.....LBS
1706 Dockage.....LBS
44144 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/4/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Cwb Grade 1 Bin No. _____
Splits 1.52 %Pick 1.2 %FM 1 %
Moist 14 % Total Dock 3.72 %
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:
21 Sec 32
Norwegian

145000 Vehicle & Grain..LBS
26360 Vehicle.....LBS
118140 Gross Grain.....LBS
1599 Dockage.....LBS
116541 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/5/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Cwb Grade 1 Bin No. _____
Splits 1.52 %Pick 1 %FM .8 %
Moist 13 % Total Dock 3.72 %
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:
21 Sec 32
Norwegian

75730 Vehicle & Grain..LBS
25160 Vehicle.....LBS
50570 Gross Grain.....LBS
2427 Dockage.....LBS
48143 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/5/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Cwb Grade 1 Bin No. _____
Splits 1.4 %Pick 1.6 %FM 1.8 %
Moist 13.2 % Total Dock 4.8 %
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: Sec 32 Sullivan

72070 Vehicle & Grain..LBS
26170 Vehicle.....LBS
45900 Gross Grain.....LBS
1707 Dockage.....LBS
44193 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/5/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Durum Grade 1 Bin No. E5
Splits 1.2 %Pick 1 %FM 2 %
Moist _____ % 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: HCE
Sec 18 Sullivan

82800 Vehicle & Grain..LBS
26240 Vehicle.....LBS
365760 Gross Grain.....LBS
1097 Dockage.....LBS
355463 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/5/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Durum Grade 1 Bin No. _____
Splits 1.6 %Pick 1.6 %FM .8 %
Moist _____ % 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

Comments: HCE
Sec 18 Sullivan

81110 Vehicle & Grain..LBS
27462 Vehicle.....LBS
536280 Gross Grain.....LBS
1631 Dockage.....LBS
520019 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/5/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Durum Grade 1 Bin No. _____
Splits 2 %Pick 4 %FM 1.4 %
Moist _____ % Total Dock 3.04 %
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:
HCW.
Sec 18 Sullivan

79070 Vehicle & Grain..LBS
26990 Vehicle.....LBS
52080 Gross Grain.....LBS
1021 Dockage.....LBS
51059 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/16/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Durum Grade 1 Bin No. ES
Splits .6% %Pick 1.2 %FM .2 %
Moist 14.6 % Total Dock 1.96 %
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:
Hcw
Sec 18
Sullivan

75550 Vehicle & Grain..LBS
26370 Vehicle.....LBS
49180 Gross Grain.....LBS
1397 Dockage.....LBS
47783 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/16/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Durum Grade 1 Bin No. ES
Splits .6% %Pick 1.2 %FM .1 %
Moist 14.4 % Total Dock 2.87 %
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:
Sec 18
Sullivan

17160 Vehicle & Grain..LBS
24920 Vehicle.....LBS
52240 Gross Grain.....LBS
1442 Dockage.....LBS
50798 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/16/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Durum Grade 1 Bin No. ES
Splits .5% %Pick 1.6 %FM .6 %
Moist 15.1 % Total Dock 2.76 %
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: MA
Ian 18 Sullivan

80870 Vehicle & Grain..LBS
26810 Vehicle.....LBS
54030 Gross Grain.....LBS
1340 Dockage.....LBS
52690 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/16/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Durum Grade 1 Bin No. E5
Splits 1a %Pick 1.2 %FM 6.8 %
Moist 13.7 % 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

Comments: MA
Ian 18 Sullivan

78330 Vehicle & Grain..LBS
26350 Vehicle.....LBS
51980 Gross Grain.....LBS
769 Dockage.....LBS
51211 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/16/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Durum Grade 1 Bin No. E5
Splits 1a %Pick 1.2 %FM 6.8 %
Moist 13.7 % Total Dock 1.48 %
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

Comments:
Ian 18 Sullivan

75220 Vehicle & Grain..LBS
25370 Vehicle.....LBS
49850 Gross Grain.....LBS
1894 Dockage.....LBS
47956 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/11/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Durum Grade 1 Bin No. E5
Splits 1.1.2 %Pick 1.8 %FM 8.8 %
Moist 13.8 % Total Dock 3.8 %
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: A
Am 2 G-F.

35840 Vehicle & Grain..LBS
26910 Vehicle.....LBS
8930 Gross Grain.....LBS
225 Dockage.....LBS
8705 Net Grain.....LBS
348 Moist Dock.....%LBS
8357 Net Grain.....LBS

DATE 9/12/13
Name Curtis Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Durum Grade 1 Bin No. ES
Splits 32 %Pick 1.0 %FM 1.0 %
Moist 17.9 % Total Dock 2.52 %
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: A
Am 2 G-F

78760 Vehicle & Grain..LBS
26860 Vehicle.....LBS
51900 Gross Grain.....LBS
1142 Dockage.....LBS
50758 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/12/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Durum Grade 1 Bin No. ES
Splits 24 %Pick 1.0 %FM 1.0 %
Moist 15.5 % Total Dock 2.2 %
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: A
Am 2 G-F

72790 Vehicle & Grain..LBS
25470 Vehicle.....LBS
47320 Gross Grain.....LBS
1420 Dockage.....LBS
45900 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/12/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Durum Grade 1 Bin No. ES
Splits 1 %Pick 1.2 %FM .8 %
Moist 15.4 % 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

Comments: A
G. F.

77380 Vehicle & Grain..LBS
26060 Vehicle.....LBS
51320 Gross Grain.....LBS
1461 Dockage.....LBS
49259 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/12/13
Name Curt Amundson
DRIVER ON OFF

Name _____
Address _____
Kind Durum Grade 1 Bin No. ES
Splits 1 %Pick .88 %FM 1 %
Moist 14.9 % Total Dock 2.88 %
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: A
G. F.

73840 Vehicle & Grain..LBS
27230 Vehicle.....LBS
46610 Gross Grain.....LBS
1510 Dockage.....LBS
45100 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/12/13
Name Curt Amundson
DRIVER ON OFF

Name _____
Address _____
Kind Durum Grade 1 Bin No. 3A
Splits 1.32 %Pick .72 %FM 1.2 %
Moist 14.7 % Total Dock 3.24 %
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: A
G. F.

76270 Vehicle & Grain..LBS
25320 Vehicle.....LBS
50950 Gross Grain.....LBS
1264 Dockage.....LBS
49686 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/13/13
Name Curt Amundson
DRIVER ON OFF

Name _____
Address _____
Kind Durum Grade 1 Bin No. 5
Splits .88 %Pick 4 %FM 1.2 %
Moist 14.5 % 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

Comments: LA

Sec 1 GF

88530 Vehicle & Grain..LBS
26280 Vehicle.....LBS
62250 Gross Grain.....LBS
1270 Dockage.....LBS
60980 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02683

DATE 9/13/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Pinto Grade 1 Bin No. 3/4
Splits 97 %Pick 4 %FM 72 %
Moist 14.3 % Total Dock 20 % 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

Comments: LA

Sec 1 GF

73270 Vehicle & Grain..LBS
27050 Vehicle.....LBS
46220 Gross Grain.....LBS
1017 Dockage.....LBS
45203 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02663

DATE 9/13/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind Pinto Grade 1 Bin No. 3/4
Splits 98 %Pick 2 %FM 1 %
Moist 14.2 % Total Dock 2 % 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: LA

Sec 1 G.F.

77200 Vehicle & Grain..LBS
25170 Vehicle.....LBS
52030 Gross Grain.....LBS
1061 Dockage.....LBS
50969 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02664

DATE 9/13/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade 1 Bin No. 3/4
Splits 98 %Pick 1 %FM 1 %
Moist 14.4 % Total Dock 2 % 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.

Storage Tkt. No. _____ Assembly Sheet No. _____

OF GRADE WEIGHT & DOCKAGE
WED OVER THE SCALES OF

AN CO, INC.
A 58203

Comments: LA
Sec 1
G.F.

79800 Vehicle & Grain..LBS
26670 Vehicle.....LBS
52930 Gross Grain.....LBS
1482 Dockage.....LBS
51448 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/14/13
Name Curt Amundson

Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade 1 Bin No. 3/4
Splits 58 %Pick 6 %FM 13.2 %
Moist 14.3 % Total Dock 2.8 %
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: LA
Sec 1
G.F.

82450 Vehicle & Grain..LBS
26380 Vehicle.....LBS
56070 Gross Grain.....LBS
1278 Dockage.....LBS
54792 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/14/13
Name Curt Amundson

Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade 1 Bin No. 3/4
Splits 42 %Pick 28 %FM 18 %
Moist 14.2 % Total Dock 2.8 %
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: BD
Sec. 32
North Bend

61300 Vehicle & Grain..LBS
25360 Vehicle.....LBS
35940 Gross Grain.....LBS
1265 Dockage.....LBS
34675 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

DATE 9/12/13
Name Curt Amundson

Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade 2 Bin No. 3/4
Splits 8 %Pick 12 %FM 15.2 %
Moist _____ % Total Dock 3.52 %
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: Kruger Sec 22 Sullivan

79340 Vehicle & Grain..LBS
25630 Vehicle.....LBS
53710 Gross Grain.....LBS
1139 Dockage.....LBS
52571 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02674

DATE 9/15/13
Name Curt Amundson

Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade 1 Bin No. 3/4
Splits 44 %Pick 68 %FM 1 %
Moist 15.1 % Total Dock 2.13 %
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: K
Sec 22 Sullivan

84960 Vehicle & Grain..LBS
27180 Vehicle.....LBS
57780 Gross Grain.....LBS
1895 Dockage.....LBS
55885 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02675

DATE 9/15/13
Name Curt Amundson

Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade 1 Bin No. 3/4
Splits 48 %Pick 62 %FM 2.22 %
Moist 14.5 % Total Dock 3.28 %
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: K
Sec 22 Sullivan

80450 Vehicle & Grain..LBS
26500 Vehicle.....LBS
53950 Gross Grain.....LBS
1467 Dockage.....LBS
52483 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02676

DATE 9/15/13
Name Curt Amundson

Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade 1 Bin No. 3/4
Splits 52 %Pick 47 %FM 1.84 %
Moist 14.2 % Total Dock 2.78 %
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: K
Sec 22 Sullivan

57990 Vehicle & Grain..LBS
25340 Vehicle.....LBS
32650 Gross Grain.....LBS
435 Dockage.....LBS
32215 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

03877

DATE 9/15/14
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade _____ Bin No. 3/4
Splits 1.7 %Pick 12 %FM 2.2 %
Moist _____ % Total Dock 3.44 %
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: 8 Douglas 14
Sec 19 Sullivan

81640 Vehicle & Grain..LBS
25640 Vehicle.....LBS
55400 Gross Grain.....LBS
2526 Dockage.....LBS
52874 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

03604

DATE 9/17/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade _____ Bin No. 5
Splits .8 %Pick 1.3 %FM 2.4 %
Moist 14.3 % Total Dock 4.56 %
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: 8
Sec 19 Sullivan

81710 Vehicle & Grain..LBS
27860 Vehicle.....LBS
53850 Gross Grain.....LBS
2326 Dockage.....LBS
51524 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

03603

DATE 9/17/13
Name Curt Amundson
Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade _____ Bin No. 3
Splits .4 %Pick 4.8 %FM 2.2 %
Moist _____ % Total Dock 4.32 %
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: 8
Sec 19 Sweetwater

86280 Vehicle & Grain..LBS
27440 Vehicle.....LBS
58840 Gross Grain.....LBS
3130 Dockage.....LBS
55710 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02581

DATE 9/17/13
Name Curt Amundson DRIVER ON OFF
Name _____
Address _____
Kind _____ Grade 1 Bin No. 5
Splits 6 %Pick 13 %FM 3.4 %
Moist 13.9 % Total Dock 5.6 %
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: 8
Sec 19 Sweetwater

58800 Vehicle & Grain..LBS
26210 Vehicle.....LBS
32590 Gross Grain.....LBS
1825 Dockage.....LBS
30765 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02693

DATE 9/18/13
Name Curt Amundson DRIVER ON OFF
Name _____
Address _____
Kind _____ Grade 1 Bin No. MN
Splits 6 %Pick 8 %FM 4.2 %
Moist 14.4 % Total Dock 5.6 %
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: 8
Sec 32 Northland

39080 Vehicle & Grain..LBS
26850 Vehicle.....LBS
12230 Gross Grain.....LBS
318 Dockage.....LBS
11912 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02691

DATE 9/18/13
Name Curt Amundson DRIVER ON OFF
Name _____
Address _____
Kind _____ Grade 1 Bin No. MN
Splits 6 %Pick 13 %FM 2.8 %
Moist 13.9 % Total Dock 5.6 %
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:
Lin 32 Northland

80540 Vehicle & Grain..LBS
27250 Vehicle.....LBS
53290 Gross Grain.....LBS
2281 Dockage.....LBS
51009 Net Grain.....LBS
1631 Moist Dock 3.2%LBS
49378 Net Grain.....LBS

02695

DATE 9/20/13
Name Curt Amundson

Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade 1 Bin No. NN
Splits 3.2 %Pick 2.0 %FM 1.8 %
Moist 21.8 % Total Dock 4.28 %
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:
Lin 32 Northland

68880 Vehicle & Grain..LBS
25470 Vehicle.....LBS
43410 Gross Grain.....LBS
1615 Dockage.....LBS
41795 Net Grain.....LBS
2095 Moist Dock 5.%LBS
39705 Net Grain.....LBS

02696

DATE 9/20/13
Name Curt Amundson

Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade 1 Bin No. NN
Splits .2 %Pick 0 %FM 1.52 %
Moist 18 % Total Dock 3.78 %
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:
Lin 32 Northland

41770 Vehicle & Grain..LBS
26760 Vehicle.....LBS
15010 Gross Grain.....LBS
330 Dockage.....LBS
14680 Net Grain.....LBS
1321 Moist Dock 9.%LBS
13359 Net Grain.....LBS

02697

DATE 9/20/13
Name Curt Amundson

Name _____ DRIVER ON OFF
Address _____
Kind _____ Grade 1 Bin No. 4
Splits .2 %Pick 1.6 %FM .4 %
Moist 20.2 % Total Dock 2.72 %
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

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.

PSC Case No. GE-15-36

Civil No. 18-2015-CV-00240

AMENDED CLAIM OF BALDWIN FARMS, INC.

[¶1] Baldwin Farms, Inc., asserts an amended claim in the above-entitled proceeding, based upon its quantity of 1,005.71 hundred weight (cwt.) of beans, at a price of $38.00 per cwt, for a total of $38,216.98, being 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 from and after October 15, 2013. Baldwin Farms, Inc. asserts the date of insolvency of Defendant Grand Forks Bean Company, Inc. was no later than October 15, 2013. Baldwin Farms, Inc. reserves the right to assert an additional $1.00 per cwt over and above the market price based upon its agreement with Grand Forks Bean Company.

[¶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**. The Dry Bean Contracts that are attached as part of Exhibit A to the amended claim of Brent Baldwin relate to and are also evidence for this claim of Baldwin Farms, Inc.

[¶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 28th day of January, 2016.

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.

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STATE OF NORTH DAKOTA)
) ss. **VERIFICATION**
COUNTY OF Grand Forks)

[¶6] Brent Baldwin, as the Vice-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 28th day of January, 2016.

BALDWIN FARMS, INC.

By: Brent Baldwin
Its: Vice-President

Subscribed and sworn to before me by Brent Baldwin, as Vice-President of Baldwin Farms, Inc. on this 28th day of January, 2016.

DANIEL L GAUSTAD
Notary Public
State of North Dakota
My Commission Expires Dec. 4, 2020

Notary Public for the State of North Dakota

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 per day per cwt applies.

Dated this 12 day of SEPTEMBER, 20 13.

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.

S/H.
Seller

Exhibit A

Page 248

Comments:

91050 Vehicle & Grain..LBS
34590 Vehicle.....LBS
56460 Gross Grain.....LBS
1028 Dockage.....LBS
55432 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

13/13

BALDWIN FARMS INC

DRIVER ON OFF

Grade 1 Bin No. 5

%Pick .2 %FM .2 %

% Total Dock 1.82 %

ed Coats %Base Price Per CWT

ıse is not responsible for returning an
:entage of check seed coats back to receipt holder in the
ılivery.
ontracts on dry edible beans shall terminate on April
ch year.

Storage Tkt. No. Assembly Sheet No.

IFICATE OF GRADE WEIGHT & DOCKAGE
GRAIN WEIGHED OVER THE SCALES OF

ND FORKS BEAN CO, INC.
AND 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.

Name 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 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:

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

Name 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 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:

1022460 Vehicle & Grain..LBS
34970 Vehicle.....LBS
67210 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 %

% Total Dock 2.36 %

ed Coats %Base Price Per CWT

use is not responsible for returning an
centage of check seed coats back to receipt holder in the
livery.
ontracts on dry edible beans shall terminate on April
ch year.

Storage Tkt. No. Assembly Sheet No.

IFICATE OF GRADE WEIGHT & DOCKAGE
GRAIN WEIGHED OVER THE SCALES OF

ND FORKS BEAN CO, INC.
AND FORKS, NORTH DAKOTA 58203

Comments:

839440 Vehicle & Grain..LBS
32440 Vehicle.....LBS
49300 Gross Grain.....LBS
1045 Dockage.....LBS
48255 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 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:

881100 Vehicle & Grain..LBS
27090 Vehicle.....LBS
60010 Gross Grain.....LBS
1440 Dockage.....LBS
58570 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 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

Exhibit A

4005.7 cwt

3000 sold

1005.7 cwt left

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 Baldwin 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 say 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 per day per cwt applies.

Dated this 12 day of SEPTEMBER, 20 13.

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

Grand Forks Bean Co., Inc. T.D.O cwt
COMPANY BY

Brent Baldwin by this 109
GROWER

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

S.H.
Seller

PAGE. 6/ 10
Nov.19.2014 11:46 AM
RX Date/Time 11/19/2014 12:48 P.006

BALDWIN FARMS INC.xls

Date	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/12/13	2646	1.40	0.64	0.32	2.36%	14.6	1	67,290	1,588	65,702		65,702
09/12/13	2647	1.20	0.80	0.48	2.48%	15.3	1	65,590	1,627	63,963		63,963
09/12/13	2651	0.92	0.40	0.80	2.12%	14.8	1	49,300	1,045	48,255		48,255
09/12/13	2655	0.88	1.00	0.48	2.36%	14.6	1	61,010	1,440	59,570		59,570
09/13/13	2659	1.60	0.32	0.20	2.12%	13.8	1	53,630	1,137	52,493		52,493
09/13/13	2660	1.42	0.20	0.20	1.82%	14.6	1	56,460	1,028	55,432		55,432
09/17/13	2685	3.04	0.48	1.12	4.64%		1	57,840	2,684	55,156		55,156
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
										0		
									TOTAL NET GRAIN			400,572

DATE	CHECK	PRICE
12/27/2013	7056	45.00

	-300000
Balance	100,572

Baldwin Farms, Inc.

		Net Grain in Pounds
Scale Ticket Number	Date	Baldwin Farms, Inc.
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	55,156.00
Subtotals		400,571.00
Less Sold (in pounds)	12/27/2013	(300,000.00)
Totals in Pounds		100,571.00
Totals in CWT		1,005.71

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.

PSC Case No. GE-15-36

Civil No. 18-2015-CV-00240

AMENDED CLAIM OF BRENT BALDWIN

[¶1] Brent Baldwin asserts an amended claim in the above-entitled proceeding, based upon his quantity of 2,220.36 hundred weight (cwt.) of beans, at a price of $38.00 per cwt, for a total of $84,373.68, being 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 from and after October 15, 2013. Brent Baldwin asserts the date of insolvency of Defendant Grand Forks Bean Company, Inc. was no later than October 15, 2013. Brent Baldwin reserves the right to assert an additional $1.00 per cwt over and above the market price based upon its agreement with Grand Forks Bean Company.

[¶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**. The Dry Bean Contracts that attached as part of Exhibit A also relate to and are evidence of the amended claim brought by Baldwin Farms, Inc.

[¶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 28th day of January, 2016.

PEARSON ~~CHRIS~~TENSEN, 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 Grand Forks)

[¶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 28th day of January, 2016.

BRENT BALDWIN

Subscribed and sworn to before me by Brent Baldwin on this 28th day of January, 2016.

Notary Public for the State of North Dakota

DANIEL L GAUSTAD
Notary Public
State of North Dakota
My Commission Expires Dec. 4, 2020

Gr nd 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 Pinto 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:

$ 45.00 per cwt., clean bean basis, #1's.

$ 44.00 per cwt., clean bean basis, #2's.

$ 43.00 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.

By: Todd M

Date: 9/6/13

Seller

By: Per phone w/ Brent

Date: 9/6/13

Gr nd 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 Balderson St. Thomas, ND, hereinafter known as "Seller".

Seller agrees to deliver #1 Pinto 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:

$ ~~1.10~~ N/A 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: Tom DM

Date: 9/6/13

Seller

By: Per phone w/ Brent

Date: 9/6/13

Exhibit A

Page 260

Comments:

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

9/16/13

BRENT BALDWIN

DRIVER ON OFF

Grade 1 Bin No. 5

28 %Pick 2.16 %FM .92 %

14.1 % Total Dock 4.36 %

Seed Coats %Base Price Per CWT

house is not responsible for returning an
ercentage of check seed coats back to receipt holder in the
edelivery.
e contracts on dry edible beans shall terminate on April
each year.

Storage Tkt. No. Assembly Sheet No.

ERTIFICATE OF GRADE WEIGHT & DOCKAGE
OF GRAIN WEIGHED OVER THE SCALES OF

AND FORKS BEAN CO, INC.
GRAND FORKS, NORTH DAKOTA 58203

Comments:

U2678

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

DATE 9/16/13

lame BRENT BALDWIN

lame DRIVER ON OFF

ddress

ind Grade 1 Bin No. 5

plits 2.24 %Pick .6 %FM .8 %

oist 14 % Total Dock 3.64 %

heck Seed Coats %Base Price Per CWT

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

heck 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:

U2683

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

DATE 9/17/13

Name BRENT BALDWIN

Name DRIVER ON OFF

Address

Kind Grade 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.

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

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 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 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 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. 3,000 cwt
COMPANY BY

Brent Baldwin by [illegible]
GROWER

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

Seller

PAGE. 6/ 10
P.006
RX Date/Time 11/19/2014 12:48
Nov.19.2014 11:46 AM

BRENT BALDWIN.xls

Date	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/15/13	2678	2.24	0.60	0.80	3.64%	14.0	1	52,180	1,899	50,281		50,281
09/16/13	2680	1.28	2.16	0.92	4.36%	14.1	1	57,140	2,491	54,649		54,649
09/17/13	2683	2.40	1.28	0.40	4.08%	13.4	1	59,520	2,428	57,092		57,092
09/23/13	2698	1.60	0.80	0.60	3.00%	14.2	1	61,870	1,856	60,014		60,014
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
										0		
									TOTAL NET GRAIN	222,035		

DATE CHECK PRICE

Balance 222,035

Brent Baldwin

		Net Grain in Pounds
Scale Ticket Number	Date	Brent Baldwin
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		222,036.00
Totals in CWT		2,220.36

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.

PSC Case No. GE-15-36

Civil No. 18-2015-CV-00240

AMENDED CLAIM OF DUANE ALTENDORF

[¶1] Duane Altendorf asserts an amended claim in the above-entitled proceeding, based upon his quantity of 2,408.22 hundred weight (cwt.) of beans, at a price of $38.00 per cwt, for a total of $91,512.36, being 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 from and after October 15, 2013. Duane Altendorf asserts the date of insolvency occurred no later than October 15, 2013.

[¶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 28th day of January, 2016.

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 Grand Forks)

[¶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 29th day of January, 2016.

Duane Altendorf
DUANE ALTENDORF

Subscribed and sworn to before me by Duane Altendorf on this 28th day of January, 2016.

DANIEL L GAUSTAD
Notary Public
State of North Dakota
My Commission Expires Dec. 4, 2020

Notary Public for the State of North Dakota

Comments:

81520 Vehicle & Grain..LBS
31770 Vehicle.....LBS
49750 Gross Grain.....LBS
1692 Dockage.....LBS
47058 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02701

DATE 9/23/13

Name DUANE ALTENDORF

Name FREIGHT TO BALDWIN FARMS INC DRIVER ON 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

Comments:

87800 Vehicle & Grain..LBS
31740 Vehicle.....LBS
56060 Gross Grain.....LBS
2818 Dockage.....LBS
53242 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02704

DATE 9/23/13

Name DUANE ALTENDORF

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:

96340 Vehicle & Grain..LBS
34900 Vehicle.....LBS
61440 Gross Grain.....LBS
1946 Dockage.....LBS
59474 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

02702

DATE 9/23/13

Name DUANE ALTENDORF

Name FREIGHT 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:

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 [redacted]

Name Duane Altenbach DRIVER ON OFF

Address FREIGHT TO Brent 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:

100260 Vehicle & Grain..LBS
29040 Vehicle.....LBS
71220 Gross Grain.....LBS
31669 Dockage.....LBS
68551 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:

36490 Vehicle & Grain..LBS
32230 Vehicle.....LBS
94260 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 FREIGHT TO BALDWIN FARMS 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:

95180 Vehicle & Grain..LBS

35440 Vehicle.....LBS

59740 Gross Grain.....LBS

3298 Dockage.....LBS

56442 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:

83180 Vehicle & Grain..LBS
35320 Vehicle.....LBS
47860 Gross Grain.....LBS
414 Dockage.....LBS
47446 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02710

DATE 9/24/13

Name DUANE ALTENDORF

Name FREIGHT TO BALDWIN FARMS 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

PRICE LATER MARKETING AGREEMENT 1111

COMPANY **Grand Forks Bean Co., Inc.**
GROWER Duane Alderson
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
2,408.22

Grand Forks Bean Co., Inc.
COMPANY BY

Duane Alderson
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 FARMS INC.xls

Date	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/23/13	2701	1.40	1.60	0.40	3.40%	14.5	1	49,750	1,692	48,058		48,058
09/23/13	2702	1.40	1.32	0.48	3.20%	14.1	1	61,440	1,966	59,474		59,474
09/23/13	2704	2.00	1.20	0.40	3.60%		1	56,060	2,018	54,042		54,042
09/24/13	2706	2.92	1.48	0.64	5.04%	13.5	1	53,020	2,672	50,348		50,348
09/24/13	2707	3.20	1.00	1.32	5.52%	13.8	1	59,740	3,298	56,442		56,442
09/24/13	2708	3.60	0.88	0.60	5.08%	12.9	1	72,220	3,669	68,551		68,551
09/24/13	2709	4.40	2.88	0.68	7.96%	14.5	1	54,260	4,319	49,941		49,941
09/24/13	2710	3.20	4.12	0.24	7.56%	15.7	2	58,380	4,414	53,966		53,966
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
												0
										TOTAL NET GRAIN		440,822

DATE	CHECK	PRICE		
12/31/2013	7066	45.00		-200000
			Balance	240,822

Duane Altendorf

		Net Grain in Pounds
Scale Ticket Number	Date	Duane Altendorf
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	53,966.00
Subtotals		440,822.00
Less Sold (in pounds)	12/31/2013	(200,000.00)
Totals in Pounds		240,822.00
Totals in CWT		2,408.22

STATE OF NORTH DAKOTA	IN DISTRICT COURT
COUNTY OF GRAND FORKS	NORTHEAST CENTRAL JUDICIAL DISTRICT
Public Service Commission, Plaintiff, v. Grand Forks Bean Company, Inc. Respondent.	Civil No. 18-2015-CV-00240 **AMENDED** **CLAIM OF NICHOLAS E. ADAMS**
PSC Case No. GE-15-36	

¶1 Nicholas E. Adams asserts an amended claim in the above entitled proceeding based on a quantity of 908.55 cwt of beans, at a price of $38.00 per cwt, for a total of $34,524.90, being the market price of said beans prevailing on the date of the insolvency, and delivered to Grand Forks Bean Company, Inc. in September of 2012. Nicholas E. Adams asserts the date of insolvency of Defendant Grand Forks Bean Company, Inc. was no later than October 15, 2013. The Price Later Marketing Agreement #1102 and Scale Ticket Summary prepared by Grand Forks Bean Company, Inc. are attached to this Claim as Exhibit A. The claim in the above entitled proceeding in the amount of $34,524.90, together with interest from and after October 15, 2013 is based on a quantity of 908.55 cwt of beans priced at $38.00 per cwt.

¶2 Although a signature of the name "Nick Adams" appears on the Grower signature line, and the initials "NA" appear in the disclaimer box, Mr. Adams did not sign nor authorize his signature or initials on the Agreement. Until the Price Later Agreement was obtained from the PSC, it had never been seen by Mr. Adams.

Dated this 29th day of January, 2016.

Russ J. Melland #04896
rmelland@camrudlaw.com
CAMRUD, MADDOCK, OLSON & LARSON, LTD.
401 DEMERS AVENUE, SUITE 500
P. O. BOX 5849
GRAND FORKS, ND 58206-5849
(701) 775-5595
Attorney for Nicholas E. Adams

EXHIBIT A

PRICE LATER MARKETING AGREEMENT 1102

COMPANY **Grand Forks Bean Co., Inc.**
GROWER Adams, Nick
ADDRESS Reynolds, 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 ~~$.00000~~ .00493 per day per cwt applies.

Dated this 27th day of Nov, 20 13.

2012 Crop

908.55 cwt

Grand Forks Bean Co., Inc. BW
COMPANY BY

Nick Adams
GROWER

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

N/A
Seller

NICK ADAMS.xls

Date	TKT #	Splits	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/15/12	2564		0.40	2.88	1.60	4.88%	12.0	1	55,450	2,706	52,744		52,744
09/15/12	2565		1.00	4.60	1.40	7.00%	12.7	2	40,980	2,869	38,111		38,111
						0.00%				0	0		0
										TOTAL NET GRAIN			90,855

DATE	CHECK	PRICE	Balance
			90,855

STATE OF NORTH DAKOTA	IN DISTRICT COURT
COUNTY OF GRAND FORKS	NORTHEAST CENTRAL JUDICIAL DISTRICT
Public Service Commission, Plaintiff, v. Grand Forks Bean Company, Inc. Respondent.	Civil No. 18-2015-CV-00240 **AMENDED CLAIM OF CHUCK NELSON**
PSC Case No. GE-15-36	

¶1 Chuck Nelson asserts an amended claim in the above entitled proceeding in the amount of $49,973.04, together with interest from and after October 15, 2013. Said claim is based on a quantity of 1,315.08 cwt of beans priced at $38.00 per cwt, being the market price of said beans prevailing on the date of the insolvency. Chuck Nelson asserts the date of insolvency of Defendant Grand Forks Bean Company, Inc. was no later than October 15, 2013..

¶2 The Price Later Marketing Agreement #1106 and Scale Ticket Summary prepared by Grand Forks Bean Company, Inc. are attached to this Claim as Exhibit A and the Dry Bean Contract is attached as Exhibit B. Although a signature of the name "Chuck Nelson" appears on the Grower signature line, Mr. Nelson did not sign nor authorize his signature or on the Agreement. Until the Price Later Marketing Agreement was obtained from the PSC, it had never been seen by Mr. Nelson.

Dated this 29th day of January, 2016.

Russ J. Melland #04896
rmelland@camrudlaw.com
CAMRUD, MADDOCK, OLSON & LARSON, LTD.
401 DEMERS AVENUE, SUITE 500
P. O. BOX 5849
GRAND FORKS, ND 58206-5849
(701) 775-5595
Attorney for Chuck Nelson

PRICE LATER MARKETING AGREEMENT 1106

COMPANY **Grand Forks Bean Co., Inc.**
GROWER Chuck Nelson
ADDRESS Thompson, 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 transfor 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 per day per cwt applies.

Dated this 29th day of September, 20 13.

6,315.08 CWT
(5,000.00) 12/31/13
1,315.08

Grand Forks Bean Co., Inc.
COMPANY BY

Chuck Nelson
GROWER

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

Seller

NELSON FARMS.xls

2013 Crop

Date	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/25/13	2711	1.60	1.40	0.60	3.60%	15.0	1	46,980	1,691	45,289		45,289
09/25/13	2712	0.32	1.20	0.80	2.32%	15.4	1	50,760	1,178	49,582		49,582
09/25/13	2713	0.28	0.72	0.88	1.88%	14.7	1	51,880	975	50,905		50,905
09/25/13	2714	0.60	0.40	1.20	2.20%	14.4	1	49,600	1,091	48,509		48,509
09/25/13	2715	0.32	0.60	1.60	2.52%	13.8	1	50,400	1,270	49,130		49,130
09/25/13	2716	0.68	0.72	1.00	2.40%	14.0	1	47,560	1,141	46,419		46,419
09/26/13	2717	1.12	0.48	1.40	3.00%	14.2	1	46,890	1,407	45,483		45,483
09/26/13	2718	0.72	0.56	1.40	2.68%	14.2	1	25,080	672	24,408		24,408
09/26/13	2719	1.88	0.60	0.92	3.40%	13.9	1	36,490	1,241	35,249		35,249
11/01/13	2720	4.00	4.56	0.60	9.16%	17.1		48,360	4,430	43,930	3%	42,612
11/01/13	2721	6.40	4.80	0.60	11.80%	17.0		46,570	5,495	41,075	3%	39,843
11/01/13	2722	4.60	4.20	0.80	9.60%	17.1		48,700	4,773	43,927	3%	42,609
11/01/13	2723	4.80	4.00	0.60	9.40%	17.2		54,540	5,127	49,413	3%	47,931
11/02/13	2724	5.20	3.88	0.60	9.68%	16.8		57,470	5,563	51,907	2%	50,869
11/02/13	2725	8.12	4.48	0.56	13.16%	16.5		14,890	1,960	12,930	2%	12,671
					0.00%				0	0		0
												0
										TOTAL NET GRAIN		631,508

DATE	CHECK	PRICE	
12/31/2013	7063	33.00	-500000
		Balance	131,508

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 Pinto 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: Todd M

Date: 10/16/12

Seller Nelson Farms by Chuck B. Nelson

By: phone w/ Chuck

Date: 10/16/12

EXHIBIT B

STATE OF NORTH DAKOTA | IN DISTRICT COURT

COUNTY OF GRAND FORKS | NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission, Plaintiff, v. Grand Forks Bean Company, Inc. Respondent.	Civil No. 18-2015-CV-00240 **AMENDED CLAIM OF RONALD E. ADAMS**
PSC Case No. GE-15-36	

¶1 Ronald E. Adams asserts an amended claim in the above entitled proceeding based on a quantity of 6,232.33 cwt of beans delivered to Grand Forks Bean Company, Inc. in October of 2010, at a price of $38.00 per cwt, for a total of $236,828.54, being the market price of said beans prevailing on the date of the insolvency. Ronald E. Adams asserts the date of insolvency of Defendant Grand Forks Bean Company, Inc. was no later than October 15, 2013. The Scale Ticket Summary prepared by Grand Forks Bean Company, Inc. are attached to this Claim as Exhibit A. A copy of some of the scale tickets are attached as Exhibit B. The claim is in the amount of $236,828.54, together with interest from and after October 15, 2013, which after the date on which claimant Ronald E. Adams requested said beans be sold. Said claim is based on a quantity of 6,232.33 cwt of beans priced at $38.00 per cwt.

¶2 Ronald E. Adams asserts an amended claim in the above entitled proceeding based on a quantity of 1,545.91 cwt of beans delivered to Grand Forks Bean Company, Inc. in September of 2012, at a price of $38.00 per cwt, for a total of $58,744.58, being

the market price of said beans prevailing on the date of the insolvency. Ronald E. Adams asserts the date of insolvency of Defendant Grand Forks Bean Company, Inc. was no later than October 15, 2013. The Scale Ticket Summary prepared by Grand Forks Bean Company, Inc. is attached to this Claim as Exhibit C. A copy of the scale tickets are attached as Exhibit D. The claim is in the amount of $58,744.58, together with interest from and after October 15, 2013, the date on which claimant Ronald E. Adams requested said beans be sold.

¶3 Ronald E. Adams total amended claim is for 7,778.24 cwt in the total amount of $295,573.12, plus interest on $295,573.12 from and after October 15, 2013.

¶4 Although a signature of the name "Ron Adams" appears on the Grower signature line, and initials "R A" appear in the disclaimer box, Mr. Adams did not sign nor authorize his signature or initials on the Agreement. Until the Price Later Agreement was obtained from the PSC, it had never been seen by Mr. Adams.

Dated this 29th day of January, 2016.

Russ J. Melland #04896
rmelland@camrudlaw.com
CAMRUD, MADDOCK, OLSON & LARSON, LTD.
401 DEMERS AVENUE, SUITE 500
P. O. BOX 5849
GRAND FORKS, ND 58206-5849
(701) 775-5595
Attorney for Ronald E. Adams

RON ADAMS
165 16TH ST NE
REYNOLDS, ND 58273

2010 CROP

Date	TKT #	Splits %	Pick %	FM%	Total Dkg%	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/20/10	2224	1.60	1.80	3.84	7.24%	14.9	1	31,040	2,248	28,792		28,792
09/29/10	2240	0.40	1.00	0.80	2.20%	17.7	1	6,610	146	6,464	4%	6,205
10/04/10	2265	1.60	2.20	2.60	6.40%	15.3		34,300	2,196	32,104		32,104
10/04/10	2268	2.00	2.12	1.80	5.92%	14.9		32,760	1,940	30,820		30,820
10/04/10	2269	1.80	2.20	1.40	5.40%			6,080	329	5,751		5,751
10/05/10	2275	1.60	3.12	3.88	8.60%	14.8	2	29,620	2,548	27,072		27,072
10/05/10	2277	1.60	2.20	2.00	5.80%	14.7		17,500	1,015	16,485		16,485
10/05/10	2278	2.60	2.80	3.12	8.52%	14.6		34,990	2,982	32,008		32,008
10/05/10	2279	3.80	2.40	3.80	10.00%	14.0		27,010	2,701	24,309		24,309
10/05/10	2280	3.80	2.20	1.80	7.80%	14.2		17,560	1,370	16,190		16,190
10/06/10	2281	2.20	4.80	2.80	9.80%	15.5	2	28,520	2,795	25,725		25,725
10/06/10	2282	5.40	1.00	2.60	9.00%	13.0		29,590	2,664	26,926		26,926
10/09/10	2283	2.80	1.40	2.60	6.80%	12.2		28,980	1,971	27,009		27,009
10/09/10	2284	3.80	1.00	4.00	8.80%	11.5		28,400	2,500	25,900		25,900
10/10/10	2285	1.00	1.20	1.80	4.00%	14.1		33,540	1,342	32,198		32,198
10/10/10	2286	1.40	1.00	3.40	5.80%	13.7		31,370	1,820	29,550		29,550
10/10/10	2287	1.40	0.80	2.00	4.20%	13.5		35,670	1,499	34,171		34,171
10/11/10	2286	0.88	1.00	3.12	5.00%	16.0		31,070	1,554	29,517	1%	29,220
10/11/10	2289	0.68	0.88	2.60	4.16%	15.7		33,430	1,391	32,039		32,039
10/11/10	2290	1.00	0.80	4.20	6.00%	16.0		27,420	1,646	25,774	1%	25,516
10/11/10	2291	1.20	1.00	2.40	4.60%	14.5		12,660	583	12,077		12,077
10/12/10	2292	2.40	0.80	2.20	5.40%	13.8		31,570	1,705	29,865		29,865
10/12/10	2293	1.80	1.28	1.68	4.76%	14.7		28,800	1,371	27,429		27,429
10/12/10	2294	2.40	1.40	2.80	6.60%	14.4		15,650	1,033	14,617		14,617
10/18/10	2295	1.00	3.80	8.00	12.80%	14.8	2	28,050	3,591	24,459		24,459
10/18/10	2296	2.50	4.40	5.40	12.40%	14.4	2	7,760	963	6,797		6,797
					0.00%				0	0		0

DATE	CHECK	PRICE	TOTAL NET GRAIN	623,233

EXHIBIT A

Comments:

63180 Vehicle & Grain..LBS

28880 Vehicle.....LBS

34300 Gross Grain.....LBS

2196 Dockage.....LBS

32104 Net Grain.....LBS

_____ Moist Dock.....%LBS

_____ Net Grain.....LBS

32265

DATE 10/4/10

Name RON ADAMS

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 1.6 %Pick 2.3 %FM 2.6 %

Moist 15.3 % Total Dock 6.4 %

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

EXHIBIT B

GRAND FORKS BEAN CO., INC.
GRAND FORKS, NORTH DAKOTA 58203

CERTIFICATE OF GRADE WEIGHT & DOCKAGE
OF GRAIN WEIGHED OVER THE SCALES OF

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

DATE 10/4/10

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 2 %Pick 3.3 %FM 1.8 %

Moist 14.9 % Total Dock 5.3 %

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.

Vehicle & Grain..LBS _____

Vehicle.....LBS 32760

Gross Grain.....LBS 1940

Dockage.....LBS 30820

Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

12268

Comments:

Comments:

Vehicle & Grain..LBS

Vehicle.....LBS

29590 Gross Grain.....LBS

21467 Dockage.....LBS

20824 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

22282

DATE 10/6/10

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 5.4 %Pick 1 %FM 2.6 %

Moist 13 % Total Dock 9 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS

Gross Grain.....LBS 61810

Dockage.....LBS 1546

Net Grain.....LBS 60264

Moist Dock.....4%LBS 2529

Net Grain.....LBS 62793

62240

DATE 9/20/10

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. _____

Splits .4 %Pick 1 %FM .8 %

Moist 17.7 % Total Dock 2.9 %

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:

210 Vehicle & Grain..LBS

Vehicle.....LBS

23620 Gross Grain.....LBS

2548 Dockage.....LBS

21072 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

22275

DATE 10/5/10

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade 2 Bin No. _____

Splits 1.6 %Pick 3.12 %FM 3.88 %

Moist 14.8 % Total Dock 8.6 %

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:

Vehicle & Grain..LBS 38?

Vehicle.....LBS

Gross Grain.....LBS 17560

Dockage.....LBS 1015

Net Grain.....LBS 16485

Moist Dock.....%LBS

Net Grain.....LBS 22777

DATE 10/5/10

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 1.6 %Pick 2.3 %FM 2 %

Moist 14.7 % Total Dock 5.8 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS

Gross Grain.....LBS 54090

Dockage.....LBS 3952

Net Grain.....LBS 32008

Moist Dock.....%LBS

Net Grain.....LBS

22278

DATE 10/5/12

Name Bob Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 2.6 %Pick 2.8 %FM 3.12 %

Moist 14.6 % Total Dock 8.52 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS

27810 Gross Grain.....LBS

3504 Dockage.....LBS

24306 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02279

DATE 10/5/10

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 3.8 %Pick 2.4 %FM 3.8 %

Moist 14 % Total Dock 10 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS

17560 Gross Grain.....LBS

1370 Dockage.....LBS

16190 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

32280

DATE 10/5/10

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 3.8 %Pick 2.2 %FM 1.8 %

Moist 14.2 % Total Dock 7.8 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS

28160 Gross Grain.....LBS

2560 Dockage.....LBS

25600 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

52284

DATE 10/9/19

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 3.8 %Pick 1 %FM 4 %

Moist 11.5 % Total Dock 8.8 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS

35870 Gross Grain.....LBS

1496 Dockage.....LBS

34374 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

52287

DATE 10/10/10

Name Rod Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 1.4 %Pick 8 %FM 2 %

Moist 13.5 % Total Dock 4.2 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS

Gross Grain.....LBS 33430

Dockage.....LBS 1391

Net Grain.....LBS 32039

Moist Dock.....%LBS

Net Grain.....LBS

022899

DATE 10/11/12

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits .68 %Pick .88 %FM 2.6 %

Moist 15.7 % Total Dock 4.16 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS

Gross Grain.....LBS 12660

Dockage.....LBS 583

Net Grain.....LBS 12077

Moist Dock.....%LBS

Net Grain.....LBS

02294

DATE 10/11/10

Name Don Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 1.2 %Pick 1 %FM 2.4 %

Moist 14.5 % Total Dock 4.6 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS

Gross Grain.....LBS 28,800

Dockage.....LBS 1371

Net Grain.....LBS 27429

Moist Dock.....%LBS

Net Grain.....LBS

82293

DATE 10/12/10

Name BOB ADAMS

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 1.8 %Pick 1.28 %FM 1.68 %

Moist 14.7 % Total Dock 4.76 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS 28020

Gross Grain.....LBS 35791

Dockage.....LBS 24459

Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS 22295

DATE 10/18/19

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade 2 Bin No. _____

Splits 1 %Pick 3.8 %FM 8 %

Moist 14.8 % Total Dock 12.8 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS

Gross Grain.....LBS 17160

Dockage.....LBS 963

Net Grain.....LBS 16197

Moist Dock.....%LBS

Net Grain.....LBS

02296

DATE 10/18/10

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade 2 Bin No. _____

Splits 2.6 %Pick 4.4 %FM 5.4 %

Moist 14.4 % Total Dock 12.4 %

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

RON ADAMS.xls

Date	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/04/12	2471	3.68	4.08	1.60	9.36%	16.2	2	49,670	4,650	45,020	1%	44,569
09/04/12	2472	3.20	6.16	1.40	10.76%	15.3	3	42,080	4,528	37,552		37,552
09/04/12	2473	3.52	4.88	3.36	11.76%	16.2	2	16,950	1,994	14,956	1%	14,806
09/06/12	2485	1.72	1.28	1.40	4.40%	14.0	1	44,850	1,974	42,876		42,876
09/06/12	2486	2.40	2.48	0.60	5.48%	14.6	1	47,390	2,597	44,793		44,793
09/07/12	2488	1.28	1.20	2.12	4.60%	13.3	1	48,950	2,252	46,698		46,698
09/07/12	2489	1.28	2.80	1.72	5.80%	14.5		41,230	2,392	38,838		38,838
09/07/12	2492	1.80	4.20	0.80	6.80%	14.8	2	48,880	3,324	45,556		45,556
09/07/12	2493	1.92	4.12	2.24	8.28%	15.0		20,610	1,707	18,903		18,903
					0.00%				0	0		0
									TOTAL NET GRAIN			334,591

DATE	CHECK	PRICE
12/31/2012	6500	42.00 contracted

	Balance
	-180000
	154,591

EXHIBIT C

Comments:

83870 Vehicle & Grain..LBS

34280 Vehicle.....LBS

46670 Gross Grain.....LBS

4650 Dockage.....LBS

45980 Net Grain.....LBS

451 Moist Dock..1..%LBS

45529 Net Grain.....LBS

02471

DATE 9/4/12

Name Rod Adams

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 2 Bin No. _____

Splits 3.68 %Pick 4.08 %FM 1.6 %

Moist 16.2 % Total Dock 9.36 %

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 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

EXHIBIT D

Comments:

7440 Vehicle & Grain..LBS
32330 Vehicle.....LBS
42080 Gross Grain.....LBS
4528 Dockage.....LBS
37552 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02472

DATE 9/4/12

Name Ryan Hanes

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 3 Bin No. _____

Splits 3.2 %Pick 6.16 %FM 1.4 %

Moist 15.3 % Total Dock 10.96 %

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:

32090 Vehicle & Grain..LBS
35140 Vehicle.....LBS
16950 Gross Grain.....LBS
1994 Dockage.....LBS
16956 Net Grain.....LBS
12 Moist Dock...%LBS
14806 Net Grain.....LBS

DATE 9/4/12

Name Rod Adams

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 2 Bin No. _____

Splits 3.52 %Pick 4.68 %FM 3.36 %

Moist 16.2 % Total Dock 11.76 %

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:

Vehicle & Grain..LBS 15850

Vehicle.....LBS 4020

Gross Grain.....LBS 44830

Dockage.....LBS 1974

Net Grain.....LBS 42856

Moist Dock.....%LBS

Net Grain.....LBS

02485

DATE 9/6/12

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. _____

Splits 1.72 %Pick 1.28 %FM 1.4 %

Moist 14 % Total Dock 4.40 %

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:

79410 Vehicle & Grain..LBS

32020 Vehicle.....LBS

47390 Gross Grain.....LBS

2597 Dockage.....LBS

44793 Net Grain.....LBS

_____ Moist Dock.....%LBS

_____ Net Grain.....LBS

02486

DATE 9/16/12

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. _____

Splits 2.4 %Pick 2.48 %FM .6 %

Moist 14.6 % Total Dock 5.48 %

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

Comments:

81390 Vehicle & Grain..LBS
32440 Vehicle.....LBS
48950 Gross Grain.....LBS
2253 Dockage.....LBS
46698 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

J24B3

DATE_____

Name Ben Adolf

Name_____ DRIVER ON OFF

Address_____

Kind Pinto Grade 1 Bin No._____

Splits 1.28 %Pick 1.2 %FM 2.12 %

Moist 13.3 % Total Dock 4.6 %

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:

75640 Vehicle & Grain..LBS

34410 Vehicle.....LBS

41230 Gross Grain.....LBS

2392 Dockage.....LBS

38838 Net Grain.....LBS

_____ Moist Dock.....%LBS

_____ Net Grain.....LBS

02489

DATE 9/7/12

Name R&J ADAMS

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. _____

Splits 1.28 %Pick 2.8 %FM 1.72 %

Moist 14.5 % Total Dock 5.8 %

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:

83230 Vehicle & Grain..LBS

34350 Vehicle.....LBS

48880 Gross Grain.....LBS

3324 Dockage.....LBS

45556 Net Grain.....LBS

_____ Moist Dock.....%LBS

_____ Net Grain.....LBS

02492

DATE 9/3/12

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 2 Bin No. _____

Splits 1.8 %Pick 4.2 %FM .8 %

Moist 14.8 % Total Dock 6.8 %

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:

57000 Vehicle & Grain..LBS

36390 Vehicle.....LBS

20610 Gross Grain.....LBS

1707 Dockage.....LBS

18903 Net Grain.....LBS

_____ Moist Dock.....%LBS

_____ Net Grain.....LBS

U2493

DATE 9/7/12

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 2 Bin No. _____

Splits 1.92 %Pick 4.12 %FM 2.24 %

Moist 15 % Total Dock 8.28 %

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

STATE OF NORTH DAKOTA | IN DISTRICT COURT

COUNTY OF GRAND FORKS | NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission, Plaintiff, v. Grand Forks Bean Company, Inc. Respondent.	Civil No. 18-2015-CV-00240 **AMENDED CLAIM OF WJS NELSON**
PSC Case No. GE-15-36	

¶1 WJS Nelson (Steve Nelson and Jon Nelson) asserts an amended claim in the above entitled proceeding in an amount to be determined based on a quantity of 1,675 cwt of beans priced in accordance with the market rate in effect on May 30, 2014 (which equates to the date of delivery of April 15, 2014 plus 45 days), together with interest from and after May 30, 2014. .

¶2 Copies of the scale tickets issued by Grand Forks Bean Company, Inc. are attached to this Claim as Exhibit A.

Dated this 25th day of February, 2016.

Russ J. Melland #04896
rmelland@camrudlaw.com
CAMRUD, MADDOCK, OLSON & LARSON, LTD.
401 DEMERS AVENUE, SUITE 500
P. O. BOX 5849
GRAND FORKS, ND 58206-5849
(701) 775-5595
Attorney for WJS Nelson

Bin # 5

02726

Comments:

84060 Vehicle & Grain..LBS

28080 Vehicle.....LBS

55980 Gross Grain.....LBS

2418 Dockage.....LBS

53562 Net Grain.....LBS

_____ Moist Dock.....%LBS

_____ Net Grain.....LBS

DATE 4/14/14

Name WJS Nelson

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. FS

Splits .64 %Pick 2.8 %FM .88 %

Moist _____ % Total Dock 4.32 %

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

Bin # 6

02727

Comments:

80370 Vehicle & Grain..LBS

25700 Vehicle.....LBS

54670 Gross Grain.....LBS

2012 Dockage.....LBS

52658 Net Grain.....LBS

_____ Moist Dock.....%LBS

_____ Net Grain.....LBS

DATE 4/15/14

Name WJS Nelson

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. FS

Splits .8 %Pick 2.08 %FM .8 %

Moist 15.4 % Total Dock 3.68 %

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

EXHIBIT A

Comments:

80440 Vehicle & Grain..LBS
23590 Vehicle.....LBS
56850 Gross Grain.....LBS
2979 Dockage.....LBS
53871 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

#7 02728

DATE 9/15/14
Name WESTNELSON

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade 1 Bin No. 37

Splits 1.04 %Pick 1.2 %FM 0 %

Moist 14.6 % Total Dock 5.24

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

1600 91 cwt.

Richter, Susan K.

From: Ron <radams8320@hotmail.com>
Sent: Friday, December 19, 2014 3:49 PM
To: Richter, Susan K.
Cc: Nick Adams ; Russ Melland
Subject: RE: Grand Forks Bean Contract

Sue,

I would like to file a claim against Grand Forks Bean. Grand Forks Bean has not been able to market our beans or pay us for them. Please respond when you receive this.

Thanks

Ron Adams

218-779-1728

From: Richter, Susan K. [mailto:srichter@nd.gov]
Sent: Friday, December 19, 2014 11:12 AM
To: 'radams8320@hotmail.com'
Subject: Grand Forks Bean Contract

Ron,
The attached pdf contains copies of the Price Later Marketing Agreements that we have for Grand Forks Bean Co., Inc. Also included in the pdf is a copy of the delayed pricing grain purchase contract.

Sue Richter
Licensing Division
ND Public Service Commission
600 East Boulevard Ave, Dept. 408
Bismarck, ND 58505-0480
701-328-4097
srichter@nd.gov

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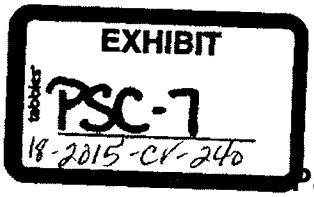

Richter, Susan K.

From: Nick Adams <nadams52@hotmail.com>
Sent: Friday, December 19, 2014 3:47 PM
To: Richter, Susan K.
Cc: Russ Melland ; Dad
Subject: RE: Grand Forks Bean Co., Inc.

Sue,

I would like to file a claim against Grand Forks Bean. The reason for this claim is because they have not been able to market our beans or pay us for them. Please respond so I know you received this.

Thanks

Nick Adams
218-779-0479

From: Richter, Susan K. [mailto:srichter@nd.gov]
Sent: Friday, December 19, 2014 11:12 AM
To: 'nadams52@hotmail.com'
Subject: Grand Forks Bean Co., Inc.

Nick,
The attached pdf contains copies of the Price Later Marketing Agreements that we have for Grand Forks Bean Co., Inc. Also included in the pdf is a copy of the delayed pricing grain purchase contract.

Sue Richter
Licensing Division
ND Public Service Commission
600 East Boulevard Ave, Dept. 408
Bismarck, ND 58505-0480
701-328-4097
srichter@nd.gov

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EXHIBIT
number PSC-8
18-2015-CV-240

Richter, Susan K.

From: Brent Baldwin <baldwin@polarcomm.com>
Sent: Saturday, December 20, 2014 1:01 PM
To: Richter, Susan K.
Subject: Claim

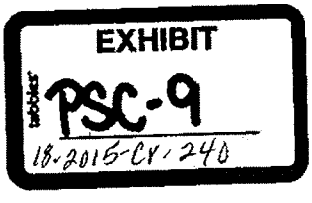
Sue,

I would like to file a claim against Grand Forks Bean. Grand Forks Bean has not been able to market our beans or pay us for them. Please respond when you receive this.

Thanks,

Brent Baldwin
Baldwin Farms, Inc.

Sent from my iPhone



Richter, Susan K.

From:	Jon Nelson <mntwins1966@yahoo.com>
Sent:	Saturday, December 20, 2014 1:20 PM
To:	Richter, Susan K.
Cc:	Russ Melland; WJS Nelson Farms
Subject:	Grand Forks Bean/WJS Nelson Farms

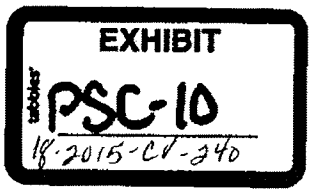
Sue,

We would like to file a claim against Grand Forks Bean. Grand Forks Bean has not been able to market our beans. Please respond when you receive this message. If you need anything else please let us know.

You can contact us at: wjs@invisimax.com or mntwins1966@yahoo.com. Our telephone numbers are: Office 218-695-0931, Jon 701-741-1137 or Steve 701-741-3087.

Thank-you for your time in this matter!

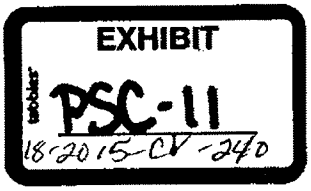
Jon Nelson



Richter, Susan K.

From: Duane <daltndrf@polarcomm.com>
Sent: Saturday, December 20, 2014 3:29 PM
To: Richter, Susan K.
Subject: Grand Forks bean Contract

I would like to file a claim against Grand Forks Bean. Grand Forks Bean han not been able to market my beans or pay me for them please respond when you receive Thank You Duane Altendorf 701-520-0637



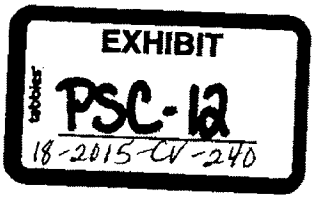
Richter, Susan K.

From: Betty Amundson <cbamundson@me.com>
Sent: Saturday, December 20, 2014 5:51 PM
To: Richter, Susan K.
Subject: Grand Forks Bean Contract

Sue:

I would like to file a claim against Grand Forks Bean. Grand Forks Bean has not been able to market our beans or pay us for them. Could you respond when you receive this. Thank you. Curtis Amundson. 1-218-779-6565 cell.

Sent from my iPad



Nelson Farms
795 11th St NE
Thompson, ND 58278

Home 701 599-2080
Cell 701 741-4901
Fax 701 599-5123

Fax

To: Public Service Commission

From: Charles B. Nelson

Attention: Sue

Date: 12-20-14

Office Location: Bismarck N.D.

Office Location: Thompson, N.D.

Fax Number: 1-701-328-2410

Phone #: C-1-701-741-4901

__ Urgent __ Reply ASAP __ Please Comment X Please Review __ For your information

Comments: I would like to file a claim against Grand Forks Bean Co. Inc. They have not been able to market or give us payment for the beans that we requested to be sold. Please respond for further information requested.

Melissa Faeyen by
Charles B. Nelson

Grand Forks Bean Co. Inc
Grand Forks, N.D. 58203

EXHIBIT
Docket PSC-13
18-2015-CV-240

Richter, Susan K.

From:	Richter, Susan K.
Sent:	Tuesday, December 23, 2014 2:43 PM
To:	'BETH NELSON'
Subject:	RE: FW: gf bean
Attachments:	doc07810120141223154021.pdf

Beth,
The attached pdf contains a copy of the information you requested.

Sue Richter
Licensing Division
ND Public Service Commission
Bismarck, ND 58505-0480
701-328-4097
srichter@nd.gov

From: BETH NELSON [mailto:bnelson@altru.org]
Sent: Monday, December 22, 2014 11:31 AM
To: Richter, Susan K.
Subject: Fwd: FW: gf bean

Sue,
I have attached the contract and tickets for Brad Nelson's beans. I am the PR for his estate. If you have any questions I can be reached on my cell phone 218-779-7862
Beth Nelson

>>> "Beth Nelson" <banelson@gra.midco.net> 12/22/14 6:59 AM >>>

From: Beth Nelson [mailto:banelson@gra.midco.net]
Sent: Monday, December 22, 2014 6:57 AM
To: banelson@gra.midco.net; Beth work (bnelson@altru.org)
Subject: FW: gf bean

From: Beth Nelson [mailto:banelson@gra.midco.net]
Sent: Monday, December 22, 2014 6:55 AM
To: 'banelson@gra.midco.net'; Beth work (bnelson@altru.org)
Subject: gf bean

27 Garden Ct. NW
East Grand Forks, MN 56721
218.779.7862
banelson@gra.midco.net

SUSPENSION NOTICE

THE GRAIN WAREHOUSE LICENSE OF GRAND FORKS BEAN COMPANY, INC. IS SUSPENDED EFFECTIVE FEBRUARY 5, 2015.

THE WAREHOUSEMAN MAY NOT RECEIVE ADDITIONAL GRAIN FOR PURCHASE, STORAGE, SHIPPING OR PROCESSING UNTIL THE SUSPENSION IS LIFTED.

BY ORDER: North Dakota Public Service Commission

Darrell Nitschke 2/5/15

EXECUTIVE SECRETARY DATE SIGNED

North Dakota Century Code
§§ 60-02-09.1 & 60-02-10.1
North Dakota Admin. Code
§ 69-07-01-10

North Dakota Public Service Commission
600 East Boulevard Avenue – Dept 408
Bismarck, ND 58505-0480
Telephone 701-328-4097

EXHIBIT
PSC-16
18-2015-CV-240

PUBLIC SERVICE COMMISSION

STATE OF NORTH DAKOTA

Grand Forks Bean Company, Inc. Grain Warehouse Annual Activity	Case No. GE-14-595
Public Service Commission Grand Forks Bean Company, Inc. Ex Parte Cease & Desist	Case No. GE-15-30

STIPULATION FOR THE SALE OF INVENTORY
AND DEPOSIT OF PROCEEDS

RECITALS

1. Grand Forks Bean Company, Inc., ("Grand Forks Bean") is a North Dakota corporation, authorized to do business in North Dakota as a licensed public grain warehouse under North Dakota Century Code Chapters 60-02 and 60-04.

2. Grand Forks Bean operates a warehouse at 2010 N. Washington St., Grand Forks, Grand Forks County, ND, under license no. 1164, issued by the North Dakota Public Service Commission ("Commission") in 2005.

3. Grand Forks Bean and the Commission entered into a stipulation dated December 23, 2014, which is on file with the Commission.

4. On January 16, 2015 the Commission issued an *Ex Parte* Cease and Desist Order against Grand Forks Bean and issued a Notice of Opportunity for Hearing. The provisions of the Order are incorporated into this Stipulation and a copy is attached.

5. Certain persons who sold or delivered dry edible pinto beans to Grand Forks Bean ("Growers") have not been paid for said beans. Exhibit A annexed hereto is a nonexclusive list of Growers who assert they sold or delivered beans to Grand Forks Bean and have not been paid for the amounts on the list. The Growers assert, as

EXHIBIT PSC-17 18-2015-CV-240

outstanding receiptholders under N.D.C.C. Section 60-02-25.1, they have a statutory first priority lien giving them rights to all beans held at Grand Forks Bean (the "Beans") to satisfy their claims for Beans they sold or delivered to Grand Forks Bean. The Growers asset their lien is statutorily preferred to any lien of other creditors. Alternatively, it has been asserted that with respect to the Beans sold or delivered, the Growers hold "credit-sale contracts," as defined under N.D.C.C. §§ 60-02-01(2), 60-02-19.1, 60-02.1-01(2), 60-02.1-14, 60-04-01(2), which then permits the Growers to seek payment for their claims under N.D.C.C. Chapter 60-10. Nothing in this Stipulation is intended to establish or otherwise determines whether any of the Growers have a first priority lien under N.D.C.C. § 60-02-25.1 or alternatively hold "credit-sale contracts" with respect to the Beans.

6. Based on the claims of the Growers, and any other receiptholders, the Commission asserts an interest in the Beans and other assets of Grand Forks Bean, arising by statute, its December 23, 2014 stipulation with Grand Forks Bean and/or its January 16, 2015 cease and desist order, with respect to the claims of the Growers and, any other receiptholders, if any.

7. Bremer Bank, National Association ("Bremer") provided financing to Grand Forks Bean, and asserts a first priority perfected security interest in the Beans, which asserted security interest does not arise under N.D.C.C. Section 60-02-25.1, and all other collateral covered by any security agreement executed by Grand Forks Bean and financing statement of public record. Nothing in this Stipulation is intended to establish or otherwise determines whether Bremer has any interest in the Beans or other assets of Grand Forks Bean.

8. This Stipulation is not intended to, and does not, resolve the assertions of the Growers, Bremer, or the Commission to the Beans or any remedy available to the Growers, Bremer or the Commission regarding the Beans and/or Grand Forks Bean.

9. In order to maximize the amount to be realized from the Beans, the parties agree that the proper course of action is to arrange for the immediate sale of the Beans with all parties preserving and retaining any and all rights they currently hold in the Beans and all proceeds. To this end, bids were entertained. Central Valley Bean Cooperative, American Bean LLC, SRS Commodities Limited, Star of the West Milling Company, Forest River Bean Co. Inc., Johnstown Bean Company, and Walhalla Bean Company were provided an opportunity to inspect samples and submit bids.

10. Central Valley Bean Cooperative submitted a bid of $23.50/cwt delivered to Buxton or $22.75/cwt based off a #1 pinto, normal discounts to apply with assurance of clean title to beans, including loading and hauling. American Bean LLC submitted a bid of $22.25/cwt for three bins and $16.25/cwt for one bin including loading and hauling. SRS Commodities Limited submitted a bid of $20.00/cwt based on US #1 grade (discounts to be applied as necessary), US#2 - $1/cwt discount and US#3 - $2/cwt discount and will furnish equipment, labor and transportation.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION ACKNOWLEDGED AS HAVING BEEN EXCHANGED BY THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

1. The above Recitals are hereby restated and incorporated into and made a part of the Stipulation.

2. The parties recognize the *Ex Parte* Cease and Desist Order issued against Grand Forks Bean and agree not to take any action that would result in a violation of that order.

3. Based on information currently known, the bid from Central Valley Bean Cooperative is the most reasonable bid. The Beans shall be sold to Central Valley Bean Co-op, PO Box 162, 401 Broadway, Buxton, ND 58218 ("Buyer") on the following terms: price to be $22.75/cwt based off a #1 pinto, normal discounts to apply with assurance of clean title to beans and Buyer would supply letter of credit or equivalent for purchase price. Buyer will provide all handling and transportation of the Beans and have the Beans removed from the Grand Forks Bean facility as soon as possible. Bremer, Growers, and the Commission, to the extent allowed by law, shall sign any waiver or agreement for the sale of the Beans reasonably requested by the Buyer to ensure clean title to the Beans.

4. An irrevocable letter of credit or equivalent guaranteeing the purchase price on behalf of Central Valley Bean Cooperative must be provided to the Commission, prior to any beans being removed from the facility.

5. A Grand Forks Bean outbound scale ticket will be issued for each load of beans moved from the Grand Forks Bean warehouse indicating the Buyer, Public Service Commission and trucking company. The Buyer shall issue an inbound scale ticket for each load of beans received with grading information and Grand Forks Bean, Public Service Commission, and the trucking company indicated as the person from whom the grain is received.

6. Grand Forks Bean shall retain the warehouse's copy of each outbound scale ticket and provide a copy of each outbound scale ticket to the Commission. The Buyer shall provide a copy of each inbound scale ticket issued for each load of grain received to the Commission.

7. Commission Staff will create a shipment report recording each load of beans moved from

the Grand Forks Bean warehouse. The Buyer shall create an assembly report recording each load of beans received and provide a copy to Grand Forks Bean and the Commission.

8. Once all grain has been removed from the Grain Forks Bean warehouse and delivered to the Buyer, the Buyer shall provide a final assembly report to the Commission, and shall pay to the Commission the full amount due no later than three business days thereafter.

9. The proceeds from sale of the Beans shall be deposited in an interest bearing escrow account at the Bank of North Dakota under the name Grand Forks Bean Company, Inc. but held in escrow pursuant to the terms hereof. Said monies shall remain on deposit until the Commission is appointed trustee at which time the monies will be transferred into the Public Service Commission's Grand Forks Bean Company, Inc. trust account at the Bank of North Dakota. The parties' rights and interests shall attach to the proceeds with the same dignity, merits and priority as they attached to the Beans and sale of the Beans pursuant to this Stipulation will not impair, limit or restrict the rights of any of the parties as said rights exist or existed with respect to the Beans, and/or any rights or remedies of any of the parties that exist or existed. Without in any manner limiting any other term of this Stipulation but in addition thereto, that regardless of whether the transfer of funds to the Public Service Commission's Grand Forks Bean Company, Inc. trust account occurs or does not occur, no party is waiving, releasing or otherwise relinquishing any rights, titles, interests or claims in any respect, including without limit the Growers or any other receiptholders' payment from the funds held in escrow or in the trust through the insolvency proceeding, the Growers' payment under Chapter N.D.C.C. Chapter 60-10, the Growers or any other receiptholders' right to payment from Grand

Forks Bean Company, Inc., and/or other assets of Grand Forks Bean Company, Inc. and/or Bremer's claim to such funds and any right to payment from Grand Forks Bean Company, Inc. and/or other assets of Grand Forks Bean Company, Inc.

10. The undersigned represent and warrant each has the authority to bind the party designated under each person's signature. This Stipulation sets forth all of the terms of the agreement reached between the parties with respect to the subject matter of this Stipulation and supersedes any and all prior negotiations and understandings except for the January 16, 2015 *Ex Parte* Cease and Desist Order and the December 23, 2014 Stipulation. This Stipulation may not be amended except by a subsequent stipulation executed by all the parties hereto or by court order after notice and opportunity to be heard has been given to all parties. No party will be deemed to have waived any rights under this Stipulation absent a written statement of waiver signed by the party alleged to have waived any rights. Signatures to the Stipulation may be provided by facsimile or other electronic means and will be as binding on the party so providing them as an original signature. This Stipulation and any efforts to market and sell the Beans as provided hereunder does not, nor shall it be deemed, to create any partnership, agency, or employment relationship by or among the parties hereto. This Stipulation will be construed and interpreted under the laws of the State of North Dakota.

11. This Stipulation is effective as of the date executed by the final party and will remain in effect to the extent the provisions are not inconsistent with the Commission's appointment as trustee.

DATED THIS 30th day of January, 2015.

Dan Gaustad, ND ID # 05282
Attorney for the following Growers:

Brent Baldwin

Baldwin Farms, Inc.

Duane Altendorf

DATED THIS _____ day of January, 2015.

Russ Mellland, ND ID # 04896
Attorney for the following Growers:

Ronald A. Adams

Nickolas Adams

Chuck B. Nelson

WJS Nelson (Jon Nelson & Steve Nelson)

DATED THIS _____ day of January, 2015.

Jon Brakke, ND ID # _____
Attorney for the following Growers:

Curt Amundson, _____, ND

The Estate of Brad Nelson, _____, MN

DATED THIS _____ day of January, 2015.

Tracy A. Kennedy, ND ID # _____
Attorney for Bremer Bank, National Association

DATED THIS _____ day of January, 2015.

Dan Gaustad, ND ID # 05282
Attorney for the following Growers:

Brent Baldwin

Baldwin Farms, Inc.

Duane Altendorf

DATED THIS 30th day of January, 2015.

Russ Melland, ND ID # 04896
Attorney for the following Growers:

Ronald A. Adams

Nickolas Adams

Chuck B. Nelson

WJS Nelson (Jon Nelson & Steve Nelson)

DATED THIS _____ day of January, 2015.

Jon Brakke, ND ID # _____
Attorney for the following Growers:

Curt Amundson, _____, ND

The Estate of Brad Nelson, _____, MN

DATED THIS _____ day of January, 2015.

Tracy A. Kennedy, ND ID # _____
Attorney for Bremer Bank, National Association

DATED THIS _____ day of January, 2015.

Dan Gaustad, ND ID # 05282
Attorney for the following Growers:

Brent Baldwin

Baldwin Farms, Inc.

Duane Altendorf

DATED THIS _____ day of January, 2015.

Russ Mellland, ND ID # 04896
Attorney for the following Growers:

Ronald A. Adams

Nickolas Adams

Chuck B. Nelson

WJS Nelson (Jon Nelson & Steve Nelson)

DATED THIS 30th day of January, 2015.

Jon Brakke, ND ID # 03654
Attorney for the following Growers:

Curt Amundson, _____, ND

The Estate of Brad Nelson, _____, MN

DATED THIS _____ day of January, 2015.

Tracy A. Kennedy, ND ID # _____
Attorney for Bremer Bank, National Association

DATED THIS _____ day of January, 2015.

Dan Gaustad, ND ID # 05282
Attorney for the following Growers:

Brent Baldwin

Baldwin Farms, Inc.

Duane Altendorf

DATED THIS _____ day of January, 2015.

Russ Melland, ND ID # 04896
Attorney for the following Growers:

Ronald A. Adams

Nickolas Adams

Chuck B. Nelson

WJS Nelson (Jon Nelson & Steve Nelson)

DATED THIS _____ day of January, 2015.

Jon Brakke, ND ID # _____
Attorney for the following Growers:

Curt Amundson, _____, ND

The Estate of Brad Nelson, _____, MN

DATED THIS 29 day of January, 2015.

Tracy A. Kennedy, ND ID # 05704
Attorney for Bremer Bank, National Association

DATED THIS _____ day of January, 2015.

Dan Gaustad, ND ID # 05282
Attorney for the following Growers:

Brent Baldwin

Baldwin Farms, Inc.

Duane Altendorf

DATED THIS _____ day of January, 2015.

Russ Melland, ND ID # 04896
Attorney for the following Growers:

Ronald A. Adams

Nickolas Adams

Chuck B. Nelson

WJS Nelson (Jon Nelson & Steve Nelson)

DATED THIS _____ day of January, 2015.

Jon Brakke, ND ID # _____
Attorney for the following Growers:

Curt Amundson, _____, ND

The Estate of Brad Nelson, _____, MN

DATED THIS _____ day of January, 2015.

Tracy A. Kennedy, ND ID # _____
Attorney for Bremer Bank, National Association

DATED THIS 30 day of January, 2015.

Joel Arnason, ND ID # 03743
Attorney for Grand Forks Bean Company, Inc.

DATED THIS 21st day of January, 2015.

Illona A. Jeffcoat-Sacco, ND ID #03315
Attorney for Public Service Commission

Grand Forks Bean Co,

Exhibit A

Stipulation for the Sale of Beans

Grower	Net Outstanding Receipts
Ronald E. Adams	7,778.24 cwt
Nicholas Adams	908.55 cwt
Curt Amundson	12,128.28 cwt
Chuck B. Nelson	1,316.08 cwt
Brent Baldwin	2,220.36 cwt
Baldwin Farms, Inc.	1,005.71 cwt
Brad Nelson Estate	1,810.44 cwt
Duane Altendorf	2,408.22 cwt
WJS Nelson (Jon & Steve Nelson)	1,600.91 cwt

STATE OF NORTH DAKOTA

PUBLIC SERVICE COMMISSION

Public Service Commission
Grand Forks Bean, Co., Inc.
***Ex Parte* Cease & Desist**

Case No. GE-15-30

***Ex Parte* Cease and Desist Order**

January 16, 2015

On January 16, 2015, Licensing Division Staff (Staff) filed an Affidavit providing the Commission with information sufficient to support issuance of an *Ex Parte* Cease and Desist Order against Grand Forks Bean Company, Inc. (Grand Forks Bean) as authorized by North Dakota Century Code section 60-02-42.

The Affidavit indicated the following:

On November 18, 2014, the Licensing Division received a phone call from a producer inquiring about redelivery of dry edible beans that the producer had delivered to Grand Forks Bean Company, Inc. (Grand Forks Bean) at its licensed grain warehouse in Grand Forks, North Dakota. The producer alleged Grand Forks Bean had not been able to market his dry edible beans. The producer further informed the Affiant that he had contacted Grand Forks Bean staff about taking redelivery of beans because Grand Forks Bean was not able to market the dry edible beans.

Between November 18, 2014 and December 19, 2014, the Licensing Division received additional phone calls from producers who delivered dry edible beans to the licensed grain warehouse in Grand Forks.

On December 1, 2014 Commission Staff measured the dry edible bean inventory and it appears there is sufficient inventory to meet redelivery obligations.

Between December 19, 2014 and December 23, 2014, the Commission received information, via electronic mail or facsimile, from eight producers alleging Grand Forks Bean had not been able to market their dry edible beans or had not paid the producers for the dry edible beans delivered to Grand Forks Bean at their licensed grain warehouse in Grand Forks, North Dakota.

On December 23, 2014, Grand Forks Bean Company, Inc. and Public Service Commission Staff executed a Stipulation in which Grand Forks Bean agreed that the dry edible bean inventory in the Grand Forks Bean facility will not be sold, redelivered, or moved from the Grand Forks facility without prior Commission approval, that Grand Forks Bean will not receive additional grain, that the beans will continue to be stored in suitable facilities and in a suitable fashion to maintain the quality of the dry bean inventory, and that Grand Forks Bean will continue to maintain insurance on the dry edible bean inventory. A copy of this Stipulation is attached to and made a part of the Affidavit.

Commission Staff has reason to believe, after discussions with counsel for producers, that it is unlikely this matter can be resolved outside a formal insolvency proceeding.

The Stipulation entered into by Staff provides that a violation of the Stipulation may result in further formal Commission proceedings, including the issuance of an *Ex Parte* Cease and Desist order against Grand Forks Bean Company, Inc. Staff indicated staff is not aware of any violation of the Stipulation. However, because Staff now has reason to believe that it is unlikely the matter can be resolved informally, staff indicated it is recommending that the Commission apply to district court for appointment as trustee and also that an *Ex Parte* Cease and Desist Order against Grand Forks Bean is appropriate. Commission staff contacted Grand Forks Bean regarding the matter.

North Dakota Century Code section 60-02-42 provides the Commission with authority to issue an *Ex Parte* Cease and Desist Order without prior notice against an entity that engages in an activity or practice that is contrary to the provisions of North Dakota law or rules. A Cease and Desist Order must be accompanied by a Notice of Opportunity to be Heard on the order within fifteen (15) days of the issuance of the Order.

Affiant stated she believes that good cause exists requiring *ex parte* action by the Commission because sellers of grain may suffer immediate economic loss, damage, or injury if Grand Forks Bean Company, Inc. receives or purchases any grain, moves any grain out of the Grand Forks facility that may be an asset of the trust, or fails to maintain

control of potential trust assets in a manner consistent with the Stipulation attached to the Affidavit.

Affiant has informed the Commission that it is her opinion that based on the written information filed with the Commission for the nonpayment for dry edible beans delivered or sold to Grand Forks Bean Company, Inc., Grand Forks Bean Company, Inc. is insolvent under North Dakota Century Code Chapter 60-04.

The Commission has considered the information provided by Staff and finds that unless an *Ex Parte* Cease and Desist Order is issued, producers may suffer economic loss, damage, or injury as a result of the actions of Grand Forks Bean Company, Inc.

Therefore, the Commission issues the following:

Order

The Commission orders:

1. Grand Forks Bean Company, Inc. to **Cease and Desist** from receiving or purchasing any grain, moving any grain out of the Grand Forks facility without prior Commission permission that may be an asset of the trust, or failing to maintain control of potential trust assets in a manner consistent with the Stipulation attached to the Affidavit.
2. Contemporaneously with this Order, the Commission is issuing to Grand Forks Bean Company, Inc. a notice of opportunity to be heard within fifteen days of the service of this Order.

PUBLIC SERVICE COMMISSION

Randy Christmann	Julie Fedorchak (JW)	Brian Kalk (VS)
Randy Christmann	**Julie Fedorchak**	**Brian P. Kalk**
Commissioner	**Chairman**	**Commissioner**

STATE OF NORTH DAKOTA

PUBLIC SERVICE COMMISSION

Public Service Commission
Grand Forks Bean Company, Inc.
Ex Parte Cease & Desist

Case No. GE-15-30

AFFIDAVIT OF SUSAN K. RICHTER

STATE OF NORTH DAKOTA)
) ss
COUNTY OF BURLEIGH)

Susan K. Richter, being first duly sworn, deposes and states:

That she is the Director of the Public Service Commission's Licensing Division.

That on November 18, 2014, the Licensing Division received a phone call from a producer inquiring about redelivery of dry edible beans that the producer had delivered to Grand Forks Bean Company, Inc. at their licensed grain warehouse in Grand Forks, North Dakota. The producer alleged Grand Forks Bean Company, Inc. had not been able to market his dry edible beans and the producer had contacted grain warehouse staff about taking redelivery of beans because Grand Forks Bean Company was not able to market the dry edible beans.

That between November 18, 2014 and December 19, 2014, the Licensing Division received additional phone calls from producers that delivered dry edible beans to the licensed grain warehouse in Grand Forks.

That between December 19, 2014 and December 23, 2014, the Commission received notification, via electronic mail or fascimile, from nine producers alleging Grand Forks Bean Company, Inc. had not been able to market their dry edible beans beans or

had not paid the producers for the dry edible beans delivered to Grand Forks Bean Company, Inc. at their licensed grain warehouse in Grand Forks, North Dakota.

That on December 23, 2014, Grand Forks Bean Company, Inc. and Public Service Commission Staff executed a Stipulation agreeing that the dry edible bean inventory in the Grand Forks Bean facility will not be sold, redelivered, or moved from the Grand Forks facility without prior Commission approval, that Grand Forks Bean Company, Inc. will not receive additional grain, that the beans will continue to be stored in suitable facilities and in a suitable fashion to maintain the quality of the dry bean inventory, and that Grand Forks Bean Company, Inc. will continue to maintain insurance on the dry edible bean inventory.

That Commission Staff believes after discussions with counsel for producers, attempts to resolve this matter outside an insolvency are not possible.

That although the Stipulation provided that a violation of the Stipulation may result in further formal Commission proceedings, including the issurance of an *ex parte* cease and desist order against Grand Forks Bean Company, Inc., Staff is not aware of any violation, however, due to the fact that Staff will be recommending that the Commission apply to district court for appointment as trustee, Staff believes an *ex parte* cease and desit order against Grand Forks Bean Company, Inc. is appropriate.

That Grand Forks Bean Company, Inc., operates a licensed public grain warehouse in North Dakota at Grand Forks, North Dakota since 2005. As required by North Dakota Century Code section 60-02-09 and North Dakota Administrative Code section 69-07-02-02 Grand Forks Bean Company, Inc. has a $100,000 bond on file with the Public Service Commission.

That the Licensing Division is preparing and will be asking the Commission to file documents with Grand Forks County District Court, asking that Grand Forks Bean Company, Inc. be declared insolvent under North Dakota Century Code Chapter 60-04, and the Commission be appointed trustee in the insolvency proceeding.

That it appears the bond on file with the Public Service Commission will not be sufficient to cover the total amount owed to producers for the dry edible beans delivered to Grand Forks Bean Company, Inc.

North Dakota Century Code section 60-02-42 provides the Commission with authority to issue a cease and desist order without prior notice against an entity that engages in an activity or practice that is contrary to the provisions of North Dakota Century Code Chapter 60-02 or related rules.

Affiant has reason to believe Grand Forks Bean Company, Inc. has violated North Dakota Century Code section 60-02-09 (4)(a) by failing to faithfully perform the licensee's duties as a public warehouseman and North Dakota Century Code section 60-04-02 by refusing, neglecting, or being unable upon proper demand to make payment for grain purchased or marketed by the licensee or to make redelivery or payment for grain stored.

Affiant believes that good cause exists requiring *ex parte* action by the Commission because sellers may suffer economic loss, damage or injury if Grand Forks Bean Company, Inc. were to receive or purchase grain as a licensed public warehouseman in North Dakota or if Grand Forks Bean Company, Inc. is permitted to move any more grain out of North Dakota that may be an asset of the insolvency trust.

It is Affiant's opinion that based on the written information filed with the Commission for the inability to market or pay for dry edible pinto beans delivered to

Grand Forks Bean Company, Inc. at Grand Forks, North Dakota, Grand Forks Bean Company, Inc. is insolvent under North Dakota Century Code Chapter 60-04.

Further, it is Affiant's opinion that in order to preserve the potential trust, Grand Forks Bean Company, Inc. should not be allowed to receive or purchase any grain, move any grain out of the Grand Forks facility that may be an asset of the trust, or fail to maintain control of potential trust assets in a manner consist with the attached Stipulation.

Affiant requests that the Commission issue an *Ex Parte* Cease and Desist Order against Grand Forks Bean Company, Inc. as authorized by North Dakota Century Code section 60-02-42, ordering that Grand Forks Bean Company, Inc. cease and desist from receiving or purchasing grain, moving any grain out of the Grand Forks facility that may be an asset of the trust, or failing to maintain control of potential trust assets in a manner consistent with the attached Stipulation.

Susan K. Richter

Subscribed and sworn to before me this 16 day of January, 2015.

Shelly A Bauske
Notary Public

SHELLY A. BAUSKE
Notary Public
State of North Dakota
My Commission Expires July 22, 2016

STATE OF NORTH DAKOTA

PUBLIC SERVICE COMMISSION

Grand Forks Bean Company, Inc.
Grain Warehouse
Annual Activity

Case No. GE-14-595

STIPULATION

1. Whereas, Grand Forks Bean Company, Inc., (Grand Forks Bean) a North Dakota business corporation, authorized to do business in North Dakota operates a licensed public grain warehouse at Grand Forks, North Dakota and is licensed under North Dakota Century Code Chapters 60-02 and 60-04.
2. Whereas, Grand Forks Bean operates its grain warehouse at Grand Forks, North Dakota, under license no. 1164, issued by the Commission in 2005.
3. Whereas, Grand Forks Bean has a $100,000 surety bond on file with the Commission, as required by North Dakota Century Code section 60-02-09 and North Dakota Administrative Code section 69-07-02-02.
4. Whereas, since November 18, 2014, Commission staff received a number of calls from producers who delivered dry edible beans to Grand Forks Bean, indicating that Grand Forks Bean has not made payment for or redelivery of the beans.
5. Whereas, Commission staff contacted Grand Forks Bean regarding resolution of the matter. On December 1, 2014 Commission Staff measured the dry edible bean inventory and it appears there is sufficient inventory to meet redelivery obligations.
6. Whereas, to date, six claims have been filed electronically or via facsimile, of which three claims included support documents.
7. Commission staff has considered recommending that the Commission issue an ex parte cease and desist order for the purpose of protecting Grand Forks Bean's dry edible bean inventory.

Now, therefore, the parties to this Stipulation, Grand Forks Bean Company, Inc., and Public Service Commission Staff, agree that Grand Forks Bean Company, Inc. will:

1. Not sell any portion of the dry edible bean inventory in the Grand Forks Bean facility without prior Commission approval.
2. Not move or permit the movement of dry edible beans from the Grand Forks Bean facility without prior Commission approval.
3. Not make redelivery of any portion of the dry edible beans to any producer without prior Commission approval.
4. Not receive additional grain.
5. Continue storing the beans in suitable facilities and in a suitable fashion to maintain the quality of the dry bean inventory.
6. Continue to maintain insurance on the dry edible bean inventory.

Further, Grand Forks Bean Company, Inc. acknowledges that a violation of Stipulation may result in further formal Commission proceedings, including the filing of a formal complaint against Grand Forks Bean Company, Inc., the issuance of an *ex parte* cease and desist order against Grand Forks Bean, and the assessment of penalties against Grand Forks Bean Company, Inc. Grand Forks Bean Company, Inc. further certifies that TAD McCURY, as personal representative of Grand Forks Bean, has authority to sign the Stipulation and bind Grand Forks Bean Company, Inc. to the provisions of this Stipulation

This Stipulation is effective the date executed by Grand Forks Bean Company, Inc.

Dated this 23RD day of December, 2014.

Grand Forks Bean Company, Inc.

By _____

Its PRESIDENT

(Title)

Dated this 23rd day of December, 2014.

North Dakota Public Service Commission
Licensing Division

By Susan K. Richter
Its Division Director
(Title)

Richter, Susan K.

From:	Dee <dee@ralawfirms.com>
Sent:	Tuesday, December 23, 2014 4:00 PM
To:	Richter, Susan K.
Cc:	rmelland@camrudlaw.com; allenflaten@northdakotalaw.net
Subject:	Grand Forks Bean Company, Inc.
Attachments:	Stipulation.pdf

Dear Ms. Richter,

Attached please find the stipulation executed by Mr. McGurk. Please be advised that he has the authority to sign the stipulation by virtue of the fact that he is the personal representative of the Todd McGurk Estate and the fact that a corporate resolution has been executed naming him President of the Corporation since Todd McGurk's death.

You may note that I am copying both Mr. Melland representing the farmers, and Mr. Flaten, representing Bremer Bank, and would encourage counsel to speak the each other regarding their client's respective interests prior to proceeding further in this matter.

Sending this on behalf of Joel F. Arnason, Attorney at law.

Dee Hillhouse

Rosenquist & Arnason, PLLP
301 North Third Street, Suite 300
Grand Forks, ND 58203
Telephone: 701-775-0654
Fax: 701-772-0855

PRICE LATER MARKETING AGREEMENT

1109

COMPANY **Grand Forks Bean Co., Inc.**
GROWER Brad Nelson
ADDRESS Cdf, 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 6th day of Sept, 20 13.

1,810.44 cwt

Grand Forks Bean Co., Inc. BY
COMPANY

Brad Nelson
GROWER

EXHIBIT
PSC-20b
18-2015-CV-240

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

Seller

Gr nd 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 ~~Pinto~~ 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:

$ 45.00 per cwt., clean bean basis, #1's.

$ 44.00 per cwt., clean bean basis, #2's.

$ 43.00 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.

By: Todd M

Date: 9/6/13

Seller

By: Ben phone w/ Brent

Date: 9/6/13

EXHIBIT PSC-210 18-2015-CV-240

Exhibit A

Gr nd 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 Balderson St. Thomas, ND, hereinafter known as "Seller".

Seller agrees to deliver #1 Pinto 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 MKT 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: Tom Pl

Date: 9/6/13

Seller

By: per phone w/ Brent

Date: 9/6/13

Exhibit A

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 one 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 say 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 $.00~~499~~493 per day per cwt applies.

Dated this 12 day of SEPTEMBER, 20 13.

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

Grand Forks Bean Co., Inc. TLO cwt
COMPANY BY

Brent Baldwin by [illegible]
GROWER

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

Seller

EXHIBIT PSC-21b 18-815-CV-0440

BRENT BALDWIN.xls

Date	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/15/13	2678	2.24	0.60	0.80	3.64%	14.0	1	52,180	1,899	50,281		50,281
09/16/13	2680	1.28	2.16	0.92	4.36%	14.1	1	57,140	2,491	54,649		54,649
09/17/13	2693	2.40	1.28	0.40	4.08%	13.4	1	59,520	2,428	57,092		57,092
09/23/13	2698	1.60	0.80	0.60	3.00%	14.2	1	61,870	1,856	60,014		60,014
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
												0
										TOTAL NET GRAIN		222,035

DATE	CHECK	PRICE

	Balance	222,035

EXHIBIT PSC-21C 11-20-15 CP

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

9/16/13

BRENT BALDWIN

____ DRIVER ON OFF

____

____ Grade 1 Bin No. 5

28 %Pick 2.16 %FM .92 %

14.1 % Total Dock 4.36 %

Seed Coats ____ %Base Price Per CWT ____

house is not responsible for returning an
ercentage of check seed coats back to receipt holder in the
edelivery.
e contracts on dry edible beans shall terminate on April
each year.

____ Storage Tkt. No. ____ Assembly Sheet No. ____

ERTIFICATE OF GRADE WEIGHT & DOCKAGE
OF GRAIN WEIGHED OVER THE SCALES OF

AND FORKS BEAN CO, INC.
GRAND FORKS, NORTH DAKOTA 58203

Exhibit A

Comments:

U2678

87010 Vehicle & Grain..LBS
34850 Vehicle.....LBS
52182 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 ____ Grade 1 Bin No: 5

Splits 2.4 %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.
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:

U2683

94580 Vehicle & Grain..LBS
35060 Vehicle.....LBS
59530 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 ____ Grade 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.

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

Page

EXHIBIT
PSC-21d
18-2015-CV-240

Comments:

97300 Vehicle & Grain..LBS
35430 Vehicle.....LBS
621870 Gross Grain.....LBS
18576 Dockage.....LBS
603294 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02698

DATE 9/23/13
Name BRENT BALDWIN
Name FREIGHT TO BALDWIN FARMS INC. DRIVER ON OFF
Address _____
Kind _____ Grade 1 Bin No. _____
Splits Le %Pick .8 %FM 16 %
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

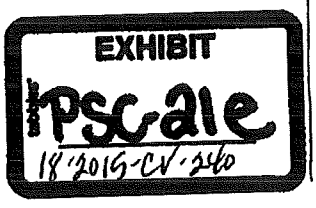
GRAND FORKS BEAN CO, INC.
GRAND FORKS, NORTH DAKOTA 58203

2,220.36 cwt

Exhibit A

Brent Baldwin

Scale Ticket Number	Date	Net Grain in Pounds Brent Baldwin
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		222,036.00
Totals in CWT		2,220.36



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 per day per cwt applies.

Dated this 12 day of SEPTEMBER, 2013.

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.

S/N. Seller

Exhibit A

EXHIBIT PSC 22a 18-2015-CV-240

BALDWIN FARMS INC.xls

Date	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/12/13	2646	1.40	0.64	0.32	2.36%	14.6	1	67,290	1,588	65,702		65,702
09/12/13	2647	1.20	0.80	0.48	2.48%	15.3	1	65,590	1,627	63,963		63,963
09/12/13	2651	0.92	0.40	0.80	2.12%	14.8	1	49,300	1,045	48,255		48,255
09/12/13	2655	0.88	1.00	0.48	2.36%	14.6	1	61,010	1,440	59,570		59,570
09/13/13	2659	1.60	0.32	0.20	2.12%	13.8	1	53,630	1,137	52,493		52,493
09/13/13	2660	1.42	0.20	0.20	1.82%	14.6	1	56,460	1,028	55,432		55,432
09/17/13	2685	3.04	0.48	1.12	4.64%		1	57,840	2,684	55,156		55,156
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
					0.00%				0	0	0	0
												0
									TOTAL NET GRAIN			400,572

DATE	CHECK	PRICE
12/27/2013	7056	45.00

	-300000
Balance	100,572

EXHIBIT PSC-22b 18-2015-CV-240

Comments:

9329O Vehicle & Grain..LBS
35450 Vehicle.....LBS
57840 Gross Grain.....LBS
2884 Dockage.....LBS
55150 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

02685

DATE 9/17/13

Name BALDWIN FARMS INC

Name _____ 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 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:

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.

Name _____ DRIVER ON OFF

Address _____

Kind _____ 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 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:

9105O Vehicle & Grain..LBS
34590 Vehicle.....LBS
51640 Gross Grain.....LBS
1028 Dockage.....LBS
50432 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

13/13

BALDWIN FARMS INC

_____ DRIVER ON OFF

Exhibit A

_____ Grade 1 Bin No. 5

2 %Pick .2 %FM .2 %

4.6 % Total Dock 1.82 %

ed Coats _____ %Base Price Per CWT _____

use is not responsible for returning an
centage of check seed coats back to receipt holder in the
livery.
ontracts on dry edible beans shall terminate on April
ch year.

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

'IFICATE OF GRADE WEIGHT & DOCKAGE
GRAIN WEIGHED OVER THE SCALES OF

ND FORKS BEAN CO, INC.
AND FORKS, NORTH DAKOTA 58203

EXHIBIT
PSC-22C
18-2015-CV-240

Comments:

10,226.60 Vehicle & Grain..LBS
3,479.70 Vehicle.....LBS
6,746.90 Gross Grain.....LBS
1588 Dockage.....LBS
6570.2 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

12/13

BALDWIN FARMS INC.

DRIVER ON OFF

Exhibit A

Grade 1 Bin No. ES

%Pick .64 %FM .32 %

% Total Dock 2.36 %

ed Coats ____ %Base Price Per CWT ____

use is not responsible for returning an
centage of check seed coats back to receipt holder in the
livery.
ontracts on dry edible beans shall terminate on April
ch year.

Storage Tkt. No. ____ Assembly Sheet No. ____

TIFICATE OF GRADE WEIGHT & DOCKAGE
GRAIN WEIGHED OVER THE SCALES OF

ND FORKS BEAN CO, INC.
AND FORKS, NORTH DAKOTA 58203

Comments:

8394.40 Vehicle & Grain..LBS
3,464.40 Vehicle.....LBS
4930.00 Gross Grain.....LBS
1045 Dockage.....LBS
4825.5 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 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:

8814.00 Vehicle & Grain..LBS
2709.90 Vehicle.....LBS
6101.0 Gross Grain.....LBS
1440 Dockage.....LBS
5957.0 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 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

4005.7 cwt

3000 Sold

1005.7 cwt left

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 Batswid Farms INC.

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. E5

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

GRAND FORKS BEAN COMPANY, INC.

7056

Baldwin Farms Inc.		12/27/2013	
	3,000 cwt @ $45.00		135,000.00
			-300.00
1010 - BREMER CHE			134,700.00

EXHIBIT
PSC-22d
18-2015-CV-240

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 one 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 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. TLO
COMPANY BY

Brent Baldwin by
GROWER

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

Seller

RX Date/Time 11/19/2014 12:48 Nov.19.2014 11:46 AM P.006 PAGE. 6/ 10

Exhibit B

EXHIBIT PSC-222 18-2015-CV-246

Baldwin Farms, Inc.

		Net Grain in Pounds
Scale Ticket Number	Date	Baldwin Farms, Inc.
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	55,156.00
Subtotals		400,571.00
Less Sold (in pounds)	12/27/2013	(300,000.00)
Totals in Pounds		100,571.00
Totals in CWT		1,005.71

EXHIBIT
PSC-22f
18-2015-CV-240

PRICE LATER MARKETING AGREEMENT 1111

COMPANY **Grand Forks Bean Co., Inc.**
GROWER Duane Alberdon
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
2,408.22

Grand Forks Bean Co., Inc.
COMPANY BY

Duane Alberdon
GROWER

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

DA
Seller

EXHIBIT PSC-230 18-2015-CV-240

NOV.19.2014 11:47 AM RX Date/Time 11/18/2014 12:48 PAGE. 9/ 10 P.009

Exhibit B

Filed - Clerk of District Court
5/1/2015 5:13:57 PM
Grand Forks County, ND

DUANE ALTENDORF FARMS INC.xls

Date	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/23/13	2701	1.40	1.60	0.40	3.40%	14.5	1	49,750	1,692	48,058		48,058
09/23/13	2702	1.40	1.32	0.48	3.20%	14.1	1	61,440	1,966	59,474		59,474
09/23/13	2704	2.00	1.20	0.40	3.60%		1	56,060	2,018	54,042		54,042
09/24/13	2706	2.92	1.48	0.64	5.04%	13.5	1	53,020	2,672	50,348		50,348
09/24/13	2707	3.20	1.00	1.32	5.52%	13.8	1	59,740	3,298	56,442		56,442
09/24/13	2708	3.60	0.88	0.60	5.08%	12.9	1	72,220	3,669	68,551		68,551
09/24/13	2709	4.40	2.88	0.68	7.96%	14.5	1	54,260	4,319	49,941		49,941
09/24/13	2710	3.20	4.12	0.24	7.56%	15.7	2	58,380	4,414	53,966		53,966
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
					0.00%				0	0		0
										0		

TOTAL NET GRAIN 440,822

DATE	CHECK	PRICE
12/31/2013	7066	45.00

-200000

Balance 240,822

EXHIBIT PSC 23b 18-2015-CV-240

Exhibit B

Comments:

83780 Vehicle & Grain..LBS
35320 Vehicle.....LBS
48380 Gross Grain.....LBS
744 Dockage.....LBS
39126 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

02710

DATE 9/24/13

Name DUANE HLIENDORF

Name FREIGHT TO BALDWIN FARMS 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

EXHIBIT
PSC-23C
18-2015-CV-240

Exhibit A

Filed - Clerk of District Court
5/13/2015 5:13:57 PM
Grand Forks County, ND

Comments:

95180 Vehicle & Grain..LBS
35540 Vehicle.....LBS
59740 Gross Grain.....LBS
3298 Dockage.....LBS
56442 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:

86496 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 FARMS INC OR DRIVER

Name FREIGHT TO BALDWIN 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
3669 Dockage.....LBS
68551 Net Grain.....LBS
_____ Moist Dock.....%LBS
_____ Net Grain.....LBS

02708

DATE 9/25/19

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 [redacted]

Name Duane Attendorn DRIVER ON OFF

Address FREIGHT TO Brent 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:

96340 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 FREIGHT BREAST 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

Exhibit A

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 DUANE ALTENDORF

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

Exhibit A

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 ON 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

Duane Altendorf

		Net Grain in Pounds
Scale Ticket Number	Date	Duane Altendorf
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	53,966.00
Subtotals		440,822.00
Less Sold (in pounds)	12/31/2013	(200,000.00)
Totals in Pounds		240,822.00
Totals in CWT		2,408.22

EXHIBIT
PSC-23d
18-2015-CV-240

Exhibit C

Filed - Clerk of District Court
5/11/2015 5:13:57 PM
Grant Forks County, ND

PRICE LATER MARKETING AGREEMENT 1104

COMPANY **Grand Forks Bean Co., Inc.**
GROWER Curt A Mundson
ADDRESS _____

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.
   • 004493
8. Service fee of $.0[redacted] per day per cwt applies.

Dated this 5th day of SEPTEMBER, 2013.

Grand Forks Bean Co., Inc. _____
COMPANY BY

_____
GROWER

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

_____ Seller

17,128.28 CWT
<5,000.00> 1/28/14
12,128.28

STORAGE (6)
9/1/13 THRU 2/28/14
358754

EXHIBIT PSC 240 18-0015-CV-2020

PRICE LATER MARKETING AGREEMENT 1106

COMPANY **Grand Forks Bean Co., Inc.**
GROWER Chuck Nelson
ADDRESS Thompson, 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 $.00493 per day per cwt applies.

Dated this 29th day of September, 2013.

6,315.08 CWT
(5,000.00) 12/31/13
1,315.08

Grand Forks Bean Co., Inc.
COMPANY BY

Chuck Nelson
GROWER

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

Buyer

EXHIBIT PSC-25b
18-2015-CV-240

EXHIBIT A

Filed - Clerk of District Court
5/14/2015 4:47:36 PM
Grand Forks County, ND

EXHIBIT A

PRICE LATER MARKETING AGREEMENT 1102

COMPANY **Grand Forks Bean Co., Inc.**
GROWER Adams, Nick
ADDRESS Reynolds, 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 ~~$.00000~~ .00493 per day per cwt applies.

Dated this 27th day of Nov, 20 13.

2012 Crop
908.55 cwt

Grand Forks Bean Co., Inc. [signature]
COMPANY BY

Nick Adams
GROWER

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

NA
Seller

EXHIBIT
PSC-210
18-2016-CV-240

RX Date/Time 11/19/2014 12:48 NOV.19.2014 11:45 AM
PAGE. 3/ 10
P.003

Filed - Clerk of District Court
5/14/2015 4:47:36 PM
Grand Forks County, ND

PRICE LATER MARKETING AGREEMENT 1101

COMPANY **Grand Forks Bean Co., Inc.**
GROWER Ron Adams
ADDRESS Reynolds, 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 $.00493 per day per cwt applies.

Dated this 1st day of Jan, 2013.

2010 Crop

6232.33 cwt.

Grand Forks Bean Co., Inc.
COMPANY BY

GROWER

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

Seller

EXHIBIT PSC 28a 15-CV-240

PENGAD 800-631-6989 Erdmann 1/14/16 DEPOSITION EXHIBIT 13

PRICE LATER MARKETING AGREEMENT 1103

COMPANY **Grand Forks Bean Co., Inc.**
GROWER [redacted] Adams, Ron
ADDRESS Reynolds, 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 $.00493 per day per cwt applies.

Dated this 27th day of Nov, 20 13.

2012 Crop
3,345.91
(1,800.00) 12/31/12
1,545.91

Grand Forks Bean Co., Inc. [signature]
COMPANY 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

PENGAD 800-631-6989 Erdmann 11/9/16 DEPOSITION EXHIBIT 15

Grand Forks Bean Co.

All beans are considered

Price Later

unless specified by grower

Grand Forks Bean Co.

Storage, Handling and Delivery Policy

Storage Rate:	$0.15/cwt/month
Service Fee:	$0.15/cwt/month
Delivery-Redelivery:	$6.00/cwt
Less:	$1.00 per crop year on old crop

PEIGOD 800-631-6989
Erdmann 1/14/16
DEPOSITION EXHIBIT
22

EXHIBIT
tabbies
PSC-31
18-2015-CV-240

PSC vs GRAND FORKS BEAN COMPANY, INC.

CIVIL NO. 18-2015-CV-00240
PSC Case No. GE-15-36
Insolvency date - December 19, 2014
by Timothy Erdmann NDPSC Grain Warehouse Inspector
7-Mar-16

Gross payable is the USDA/AMS News 12/16/2014 price of $23.00 per each hundred weight (CWT)
Edible Bean promotion = $.10 per each CWT
Storage Charge= $.00493 per each CWT. Per day starting May 1, 2014 through December 18, 2014 for a total of 231 days
storage charge = $.00493 X 231 days = $1.14 per each CWT
Interst- Bank of ND Prme Rate
From 12-19-2014 through 12-15-2015 3.25% = .0325/365 days = .000089 per day x 362 days=.032218 = 3.2218% interest
From 12-16-2015 through 03-15-2016- 3.5% = .035/365 days = .00009589 per day x 91 days = .008726 = .8726%

Claimant Name & Address	pinto bean unpaid CWT	Gross amount payable	Edible Bean Promotion	Storage Offset	Other Offset	Net payable Cash	Interest thru March 15th 2016	Total amount Payable
Nick Adams 165 16th Street NE Reynolds, ND 58273	908.55	$ 20,896.65	$ 90.86	$ 1,035.75		$ 19,770.05	$ 809.46	$ 20,579.51
Ron Adams 165 16th Street Reynolds, ND 58273	7778.24	$ 178,899.52	$ 777.82	$ 8,867.19		$ 169,254.50	$ 6,929.96	$ 176,184.46
Duane Altendorf Duane Altendorf Farms, Inc 14383 83 Road NE St. Thomas, ND 58276	2408.22	$ 55,389.06	$ 240.82	$ 2,745.37		$ 52,402.87	$ 2,145.58	$ 54,548.45
Curtis Amundson CR Farms 43507 120th Street SW East Grand Forks, MN 56721 Offset of $51,312.15 for unpaid seed bill deducted from cash payable.	12,128.28	$ 278,950.44	$ 1,212.83	$ 13,826.24	$ 51,312.15	$ 212,599.22	$ 8,704.66	$ 221,303.89

EXHIBIT
PSC 32
18-2015-CV-240

Claimant Name & Address	pinto bean unpaid CWT	Gross amount payable	Edible Bean Promotion	Storage Offset	Other Offset	Net payable Cash	Interest thru March 15th 2016	Total amount Payable
Brent Baldwin **8244 144th Avenue NE** **St. Thomas, ND 58276**	2220.35	$ 51,068.05	$ 222.04	$ 2,531.20		$ 48,314.82	$ 1,978.20	$ 50,293.02
Baldwin Farms, Inc. **8244 144th Avenue NE** **St. Thomas, ND 58276**	1005.72	$ 23,131.56	$ 100.57	$ 1,146.52		$ 21,884.47	$ 896.04	$ 22,780.50
Brad Nelson Estate **Beth Nelson, PR** **27 Garden Ct. NW** **East Grand Forks, MN 56721** The amended claim of $54,313.20 or $30 per each CWT plus interest received 4/29/15 with no documents justifying the value of the claim.	1810.44	$ 41,640.12	$ 181.04	$ 2,063.90		$ 39,395.17	$ 1,613.00	$ 41,008.17
Charles B. Nelson **Nelson Farms** **795 11th Street NE** **Thompson, ND 58278**	1315.08	$ 30,246.84	$ 131.51	$ 1,499.19		$ 28,616.14	$ 1,171.66	$ 29,787.80
Jon Nelson **WJS Nelson Farms** **18281 495th Avenue NW** **Oslo, MN 56744** **No priced later marketing agreement signed by this claimant and is a definite cash claim.**	1600.91	$ 36,820.93	$ 160.09	$ 1,825.04		$ 34,835.80	$ 1,426.32	$ 36,262.12

	pinto bean unpaid CWT	Gross amount payable	Edible Bean Promotion	Storage Offset	Other Offset	Net payable Cash	Interest thru March 15th 2016	Total amount Payable
Totals	31175.79	$ 717,043.17	$ 3,117.58	$ 35,540.40	$ 51,312.15	$ 627,073.04	$ 25,674.88	$ 652,747.92

INVALID CLAIMS

Claimant Name & Address

Fessenden Cooperative Association
Scott M. Knudsvig, Attorney
Pringle & Herigstad, P.C.
2525 Elk Drive
P.O. Box 1000
Minot, ND 58702-1000
This claim is based on purchase contracts where Grand Forks Bean C. Inc agreed to purchase pinto beans from Fessenden Cooperative Association.
No deliveries or shipments were made by Fessenden Cooperative Association to or on behalf of Grand Forks Bean Co., Inc.
This claim is a purchase contract civil situation not valid in this insolvency proceeding.

Bremer Bank, National Association
Tracy A. Kennedy & John D. Schroeder, Attorneys
Zimney Foster P.C.
3100 South Columbia Road, Suite 200
Grand Forks, ND 58201
Calim amount $893,614.54 is invalid in this insolvency proceeding.

We the farmers of the approximately 31,200 cwt of US #1 Pinto Beans are proposing to market and haul all 31,200 (appx) cwt and Grand Forks Bean Company (GFB) balance of US #1's to one or two Bean Companies/ receiving stations of our choice.

In lieu of the farmer's bean sur-charges, we will haul at no cost the balance of GFB inventory to the receiving stations. GFB – Todd McGurk Estate – Tad McGurk and any lending institution will certify that there is no lien on any or all beans that are prior mention there above at GFB.

Ron Adams

Nick Adams

Curtis Amundson

Brad Nelson

Chuck Nelson

Baldwin Farms

Duane Altendorf

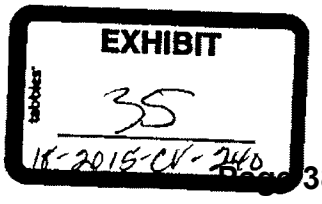
WJS Nelson Farms

Grand Forks Bean Company

Todd McGurk Estate

Tad McGurk

Lending Institution



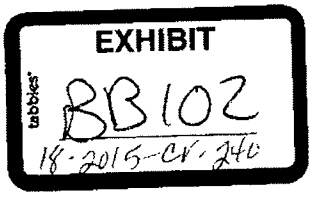
ALVIN A JAEGER
SECRETARY OF STATE
STATE OF NORTH DAKOTA

Requested By	Zimney Foster, P.C.
Filer Address	3100 S. Columbia Rd. Ste. 200 Grand Forks ND 58201 USA
Search Number	16-013652
Information Option	Information and Copies

Search Criteria

Indexes	Date Searched From	Date Searched To
All	All Unlapsed filings	03/10/2016

Search By	Debtor Name	Search Type	Cities
Debtor	grand forks bean company	General	N/A



UCC-11: Information and Copies

03/10/2016

Certificate

The undersigned filing officer hereby certifies that the above listing is a record of all unlapsed filings on the above search criteria up to 03/10/2016.

The search requested contains a total of 6 images, which are included below.

The above information and certificate are only for the name, address, social security number or file number given to the filing officer in the search request. Any variations in spelling would not be reflected in the above information. The filing officer indicates by the above certificate that all requested indexes have been searched for the information complying with the search request.

Alvin A. Jaeger,
North Dakota Secretary of State.

Filing Information	
Initial Filing#: 05-000274431-0	**Index:** UCC Lien Index
Lien Type: UCC Lien	**Filing Date/Time:** 09/30/2005 03:54 PM
Lapse Date: 09/30/2020	**Filing Type:** UCC-1

Debtor Information			
Debtor Name	**Debtor Type**	**Debtor Address**	**Debtor County**
GRAND FORKS BEAN COMPANY INC.	Organization	2120 N WASHINGTON ST GRAND FORKS ND 58203-1447 USA	Grand Forks

Secured Party Information		
Secured Party Name	**Secured Party Type**	**Secured Party Address**
ALERUS FINANCIAL N.A.	Organization	2300 S COLUMBIA RD PO BOX 6001 GRAND FORKS ND 58206-6001 USA

UCC Collateral Information
Collateral Description: ALL INVENTORY, EQUIPMENT, ACCOUNTS, INSTRUMENTS, DOCUMENTS, CHATTEL PAPER, GENERAL INTANGIBLES, DEPOSIT ACCOUNTS NOW OWNED & OWNED IN THE FUTURE.

Lien Information	
Collateral is:	N/A
Financing statement relates to a:	N/A
Alternative Designation:	N/A
Optional Filer Reference Data:	N/A

Filing Information	
Filing #: 10-000616146	**Index:** UCC Lien Index
Lien Type: UCC Lien	**Filing Date/Time:** 08/10/2010 12:45 PM
Lapse Date: 09/30/2020	**Filing Type:** UCC-3 Continuation
Amendment Type: Continuation	

Filing Information	
Filing #: 11-000697972	**Index:** UCC Lien Index
Lien Type: UCC Lien	**Filing Date/Time:** 10/03/2011 03:50 PM
Lapse Date: 09/30/2020	**Filing Type:** UCC-3 Assignment
Amendment Type: Assignment	

Assignor Information		
Assignor Name	**Assignor Type**	**Assignor Address**
BREMER BANK, NATIONAL ASSOCIATION	Organization	3100 S. COLUMBIA ROAD GRAND FORKS ND 58208 USA

Filing Information	
Filing #: 15-000976460	**Index:** UCC Lien Index
Lien Type: UCC Lien	**Filing Date/Time:** 04/14/2015 02:49 PM
Lapse Date: 09/30/2020	**Filing Type:** UCC-3 Continuation
Amendment Type: Continuation	

Filing Information	
Initial Filing#: 12-000716255-9	**Index:** UCC Lien Index
Lien Type: UCC Lien	**Filing Date/Time:** 01/06/2012 03:04 PM
Lapse Date: 01/06/2017	**Filing Type:** UCC-1

Debtor Information			
Debtor Name	**Debtor Type**	**Debtor Address**	**Debtor County**
GRAND FORKS BEAN COMPANY, INC	Organization	2120 N WASHINGTON ST GRAND FORKS ND 58203 USA	Grand Forks

Secured Party Information		
Secured Party Name	**Secured Party Type**	**Secured Party Address**
BREMER BANK, NATIONAL ASSOCIATION	Organization	1300 SOUTH COLUMBIA ROAD GRAND FORKS ND 58208 USA

UCC Collateral Information
Collateral Description: THIS FINANCING STATEMENT COVERS THE FOLLOWING COLLATERAL: ALL INVENTORY, ACCOUNTS AND EQUIPMENT; WHETHER ANY OF THE FOREGOING IS OWNED NOW OR ACQUIRED LATER; ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, AND SUBSTITUTIONS RELATING TO ANY OF THE FOREGOIN; ALL RECORDS OF ANY KIND RELATING TO ANY OF

Lien Information	
Collateral is:	N/A
Financing statement relates to a:	N/A
Alternative Designation:	N/A
Optional Filer Reference Data:	N/A

Filing Information	
Initial Filing#: 15-001009480-0	**Index:** State Tax Index
Lien Type: State Tax	**Filing Date/Time:** 09/25/2015 05:00 AM
Lapse Date: 12/31/9999	**Filing Type:** State Tax Initial Filing
Lien Key Number:	

Tax Payer Information

Debtor Name	Name Type	Debtor Address	Debtor County
GRAND FORKS BEAN COMPANY INC		2120 N WASHINGTON ST GRAND FORKS ND 58203-1447 USA	Grand Forks
GRAND FORKS BEAN COMPANY INC		2120 N WASHINGTON ST GRAND FORKS ND 58203-1447 USA	Grand Forks

Secured Party Information

Secured Party Name	Secured Party Type	Secured Party Address
OFFICE OF STATE TAX COMMISSIONER	Organization	STATE CAPITOL 600 E BOULEVARD AVE BISMARCK ND 58505-0599 USA

State Tax Overview

Action Date	Tax	Penality	Interest	Total
09/25/2015	$0.00	$0.00	$0.00	$94.88

[redacted]

** ASSIGNMENT **
WK ORD 824329
FILE NO: 11-000697972
DATE: 10/03/2011
TIME: 03.50.23.4 PM
FILING OFFICE: ND SEC OF ST
OFFICER: ALVIN A. JAEGER

FILE NO: 11-000697972
NUMBER OF PAGES: 1
GRAND FORKS BEAN UCC
ORIG. FILE NO: 05-000274431-0
FEE: 10.00

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Kim Nelson #14077116 Phone

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Bremer Bank, National Association
3100 South Columbia Road
Grand Forks, ND 58208

1a. INITIAL FINANCING STATEMENT FILE #
#05-000274431-0

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☒ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
Bremer Bank, National Association

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3100 S. Columbia Road	Grand Forks	ND	58208	Grand Forks

7d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☒ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Alerus Financial, NA

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Phone

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 17066 ALERUS FINANCI

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

24777191

NDND

** CONTINUATION **
WK ORD 705640
FILE NO: 10-000616146
DATE: 08/10/2010
TIME: 12.45.38.0 PM
FILING OFFICE: ND SEC OF ST
OFFICER: ALVIN A. JAEGER

FILE NO: 10-000616146
NUMBER OF PAGES: 1
GRAND FORKS BEAN UCC
ORIG. FILE NO: 05-000274431-0
FEE: 10.00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
05-000274431-0 30-SEP-2005 SS ND

1b. [ ] This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. [ ] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. [X] CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. [ ] ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects [ ] Debtor or [ ] Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

[ ] CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.

[ ] DELETE name: Give record name to be deleted in item 6a or 6b.

[ ] ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable)

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

7d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				[ ] NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral [ ] deleted or [ ] added, or give entire [ ] restated collateral description, or describe collateral [ ] assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here [ ] and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
ALERUS FINANCIAL, N.A.

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
24777191 Debtor Name: Grand Forks Bean Company Inc 510

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Prepared by CT Lien Solutions, P.O. Box 29071 Glendale, CA 91209-9071 Tel [redacted]

BB--00158

BORROWING BASE & COMPLIANCE CERTIFICATE

Grand Forks Bean Company

Certificate as to covenant compliance, and, accounts receivable and inventory reporting under Loan Agreement dated September 22, 2011 (hereafter referred to collectively as "agreement").

Bremer Bank, N.A.
3100 S Columbia Rd.
Grand Forks, ND 58208-3118

Today's Date: 10/4/2014

The undersigned is the Borrower under the above agreement, between the undersigned and Bremer Bank, N.A. ("Bank"). The following information is furnished to Bank pertaining to Borrower's current financial position, and includes various assets in which Bank has a security interest.

The undersigned hereby certifies and warrants that the following accounts receivable and inventory valuation is accurate as of month end dated:

1) **Accounts Receivable**: (Net of any and all rights of offset or counterclaims)

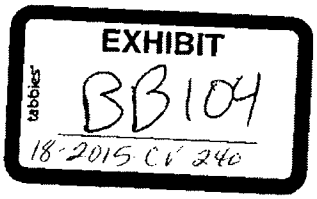
Current: (Accounts not over 60 days past invoice due date)		$59,000
61 to 90 days past invoice due date:		$0
Over 90 days past invoice due date:		$0
TOTAL:	$59,000	
Less: A/R in excess of 90 days past invoice due date:		$0
Related &/or affiliates accounts receivable:		
Foreign receivables not backed by letters of credit:		
Other:		
TOTAL INELIGIBLE:	$0	
NET ELIGIBLE RECEIVABLES:	$59,000	
LOAN VALUE OF RECEIVABLES: (75% of net eligible receivabl		$44,250

2) **Bean Inventory**: (Basis of Valuation = Lower of Cost or Market Price)

SOLD / UNSHIPPED:	$406,000	X 75%	$304,500	
UNSOLD:	$1,628,000	x 60%	$976,800	
TOTAL ELIGIBLE INVENTORY:				$1,281,300
3) Net Book Value of Equipment		$155,288	x 65%	$100,937
4) TOTAL LOAN VALUE OF RECEIVABLES, INVENTORY, EQUIP:				$1,426,487
5) TOTAL OUTSTANDING BALANCE ON LINE(S) OF CREDIT:				$946,000
6) COLLATERAL SURPLUS (SHORTFALL):				$480,487

As of the date of this report, the undersigned hereby certifies and warrants that the aforementioned information is true and correct and that the Borrower is not in default under the Agreement or any loans made thereunder, or, any other obligations or liabilities owed to Bank.

Grand Forks Bean Company, Inc



By: TAD MCGURK

Authorized Representative of Grand Forks Bean Company Inc.

*Please attached most recent month-end balance sheet and profit/loss statement along with current accounts receivable list and aging report.

File

BORROWING BASE & COMPLIANCE CERTIFICATE

Grand Forks Bean Company

Certificate as to covenant compliance, and, accounts receivable and inventory reporting under Loan Agreement dated September 22, 2011 (hereafter referred to collectively as "agreement").

Bremer Bank, N.A.
3100 S Columbia Rd.
Grand Forks, ND 58208-3116

Today's Date: 9/18/2014

The undersigned is the Borrower under the above agreement, between the undersigned and Bremer Bank, N.A. ("Bank"). The following information is furnished to Bank pertaining to Borrower's current financial position, and includes various assets in which Bank has a security interest.

The undersigned hereby certifies and warrants that the following accounts receivable and inventory valuation is accurate as of month end dated:

1) **Accounts Receivable**: (Net of any and all rights of offset or counterclaims)

Current: (Accounts not over 60 days past invoice due date)		$59,000
61 to 90 days past invoice due date:		$0
Over 90 days past invoice due date:		$0
TOTAL:	$59,000	
Less: A/R in excess of 90 days past invoice due date:		$0
Related &/or affiliates accounts receivable:		
Foreign receivables not backed by letters of credit:		
Other:		
TOTAL INELIGIBLE:	$0	
NET ELIGIBLE RECEIVABLES:	$59,000	
LOAN VALUE OF RECEIVABLES: (75% of net eligible receivat		$44,250

2) **Bean Inventory**: (Basis of Valuation = Lower of Cost or Market Price)

SOLD / UNSHIPPED:	$406,000	X 75%	$304,500	
UNSOLD:	$1,628,000	x 60%	$976,800	
TOTAL ELIGIBLE INVENTORY:				$1,281,300
3) Net Book Value of Equipment		$155,288	x 65%	$100,937
4) TOTAL LOAN VALUE OF RECEIVABLES, INVENTORY, EQUIP:				$1,426,487
5) TOTAL OUTSTANDING BALANCE ON LINE(S) OF CREDIT:				$946,000
6) COLLATERAL SURPLUS (SHORTFALL):				$480,487

As of the date of this report, the undersigned hereby certifies and warrants that the aforementioned information is true and correct and that the Borrower is not in default under the Agreement or any loans made thereunder, or, any other obligations or liabilities owed to Bank.

Grand Forks Bean Company, Inc

444445

By: TAD MCGURK

Authorized Representative of Grand Forks Bean Company Inc.

*Please attached most recent month-end balance sheet and profit/loss statement along with current accounts receivable list and aging report.

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BORROWING BASE & COMPLIANCE CERTIFICATE

Grand Forks Bean Company

Certificate as to covenant compliance, and, accounts receivable and inventory reporting under Loan Agreement dated September 22, 2011 (hereafter referred to collectively as "agreement").

Bremer Bank, N.A.
3100 S Columbia Rd.
Grand Forks, ND 58208-3118

Today's Date: 8/20/2014

The undersigned is the Borrower under the above agreement, between the undersigned and Bremer Bank, N.A. ("Bank"). The following information is furnished to Bank pertaining to Borrower's current financial position, and includes various assets in which Bank has a security interest.

The undersigned hereby certifies and warrants that the following accounts receivable and inventory valuation is accurate as of month end dated:

1) **Accounts Receivable**: (Net of any and all rights of offset or counterclaims)

Current: (Accounts not over 60 days past invoice due date)		$59,000
61 to 90 days past invoice due date:		$0
Over 90 days past invoice due date:		$0
TOTAL:	$59,000	
Less: A/R in excess of 90 days past invoice due date:		$0
Related &/or affiliates accounts receivable:		
Foreign receivables not backed by letters of credit:		
Other:		
TOTAL INELIGIBLE:	$0	
NET ELIGIBLE RECEIVABLES:	$59,000	
LOAN VALUE OF RECEIVABLES: (75% of net eligible receivat		$44,250

2) **Bean Inventory**: (Basis of Valuation = Lower of Cost or Market Price)

SOLD / UNSHIPPED:	$406,000	X 75%	$304,500	
UNSOLD:	$1,628,000	x 60%	$976,800	
TOTAL ELIGIBLE INVENTORY:				$1,281,300
3) Net Book Value of Equipment		$155,288	x 65%	$100,937
4) TOTAL LOAN VALUE OF RECEIVABLES, INVENTORY, EQUIP:				$1,426,487
5) TOTAL OUTSTANDING BALANCE ON LINE(S) OF CREDIT:				$946,000
6) COLLATERAL SURPLUS (SHORTFALL):				$480,487

As of the date of this report, the undersigned hereby certifies and warrants that the aforementioned information is true and correct and that the Borrower is not in default under the Agreement or any loans made thereunder, or, any other obligations or liabilities owed to Bank.

Grand Forks Bean Company, Inc

BORROWING BASE & COMPLIANCE CERTIFICATE

Grand Forks Bean Company

Certificate as to covenant compliance, and, accounts receivable and inventory reporting under Loan Agreement dated September 22, 2011 (hereafter referred to collectively as "agreement").

Bremer Bank, N.A.
3100 S Columbia Rd.
Grand Forks, ND 58208-3118

Today's Date: 6/1/2014

The undersigned is the Borrower under the above agreement, between the undersigned and Bremer Bank, N.A. ("Bank"). The following information is furnished to Bank pertaining to Borrower's current financial position, and includes various assets in which Bank has a security interest.

The undersigned hereby certifies and warrants that the following accounts receivable and inventory valuation is accurate as of month end dated:

1) Accounts Receivable: (Net of any and all rights of offset or counterclaims)

Current: (Accounts not over 60 days past invoice due date)		$90,000
61 to 90 days past invoice due date:		$0
Over 90 days past invoice due date:		$0
TOTAL:	$90,000	
Less: A/R in excess of 90 days past invoice due date:		$0
Related &/or affiliates accounts receivable:		
Foreign receivables not backed by letters of credit:		
Other:		
TOTAL INELIGIBLE:	$0	
NET ELIGIBLE RECEIVABLES:	$90,000	
LOAN VALUE OF RECEIVABLES: (75% of net eligible receivabl		$67,500

2) Bean Inventory: (Basis of Valuation = Lower of Cost or Market Price)

SOLD / UNSHIPPED:	$406,000	X 75%	$304,500	
UNSOLD:	$1,628,000	x 60%	$976,800	
TOTAL ELIGIBLE INVENTORY:				$1,281,300
3) Net Book Value of Equipment		$155,288	x 65%	$100,937
4) TOTAL LOAN VALUE OF RECEIVABLES, INVENTORY, EQUIP:				*$1,449,737*
5) TOTAL OUTSTANDING BALANCE ON LINE(S) OF CREDIT:				*$946,000*
6) COLLATERAL SURPLUS (SHORTFALL):				*$503,737*

As of the date of this report, the undersigned hereby certifies and warrants that the aforementioned information is true and correct and that the Borrower is not in default under the Agreement or any loans made thereunder, or, any other obligations or liabilities owed to Bank.

Grand Forks Bean Company, Inc

By: Todd McGurk

Authorized Representative of Grand Forks Bean Company Inc.

*Please attached most recent month-end balance sheet and profit/loss statement along with current accounts receivable list and aging report.

BORROWING BASE & COMPLIANCE CERTIFICATE

Grand Forks Bean Company

Certificate as to covenant compliance, and, accounts receivable and inventory reporting under Loan Agreement dated September 22, 2011 (hereafter referred to collectively as "agreement").

Bremer Bank, N.A.
3100 S Columbia Rd.
Grand Forks, ND 58208-3118

Today's Date: 7/1/2014

The undersigned is the Borrower under the above agreement, between the undersigned and Bremer Bank, N.A. ("Bank"). The following information is furnished to Bank pertaining to Borrower's current financial position, and includes various assets in which Bank has a security interest.

The undersigned hereby certifies and warrants that the following accounts receivable and inventory valuation is accurate as of month end dated:

1) Accounts Receivable: (Net of any and all rights of offset or counterclaims)

Current: (Accounts not over 60 days past invoice due date)	$59,000
61 to 90 days past invoice due date:	$0
Over 90 days past invoice due date:	$0
TOTAL:	$59,000
Less: A/R in excess of 90 days past invoice due date:	$0
Related &/or affiliates accounts receivable:	
Foreign receivables not backed by letters of credit:	
Other:	
TOTAL INELIGIBLE:	$0
NET ELIGIBLE RECEIVABLES:	$59,000
LOAN VALUE OF RECEIVABLES: (75% of net eligible receivabl	$44,250

2) Bean Inventory: (Basis of Valuation = Lower of Cost or Market Price)

SOLD / UNSHIPPED:	$406,000	X 75%	$304,500
UNSOLD:	$1,628,000	x 60%	$976,800
TOTAL ELIGIBLE INVENTORY:			$1,281,300
3) Net Book Value of Equipment	$155,288	x 65%	$100,937
4) TOTAL LOAN VALUE OF RECEIVABLES, INVENTORY, EQUIP:			*$1,426,487*
5) TOTAL OUTSTANDING BALANCE ON LINE(S) OF CREDIT:			*$946,000*
6) COLLATERAL SURPLUS (SHORTFALL):			*$480,487*

As of the date of this report, the undersigned hereby certifies and warrants that the aforementioned information is true and correct and that the Borrower is not in default under the Agreement or any loans made thereunder, or, any other obligations or liabilities owed to Bank.

Grand Forks Bean Company, Inc

By: Todd McGurk

Authorized Representative of Grand Forks Bean Company Inc.

*Please attached most recent month-end balance sheet and profit/loss statement along with current accounts receivable list and aging report.

BORROWING BASE & COMPLIANCE CERTIFICATE

Grand Forks Bean Company

Certificate as to covenant compliance, and, accounts receivable and inventory reporting under Loan Agreement dated September 22, 2011 (hereafter referred to collectively as "agreement").

Bremer Bank, N.A.
3100 S Columbia Rd.
Grand Forks, ND 58208-3118

Today's Date: 5/1/2014

The undersigned is the Borrower under the above agreement, between the undersigned and Bremer Bank, N.A. ("Bank"). The following information is furnished to Bank pertaining to Borrower's current financial position, and includes various assets in which Bank has a security interest.

The undersigned hereby certifies and warrants that the following accounts receivable and inventory valuation is accurate as of month end dated:

1) **Accounts Receivable**: (Net of any and all rights of offset or counterclaims)

Current: (Accounts not over 60 days past invoice due date)		$250,000
61 to 90 days past invoice due date:		$0
Over 90 days past invoice due date:		$0
TOTAL:	$200,000	
Less: A/R in excess of 90 days past invoice due date:		$0
Related &/or affiliates accounts receivable:		
Foreign receivables not backed by letters of credit:		
Other:		
TOTAL INELIGIBLE:	$0	
NET ELIGIBLE RECEIVABLES:	$250,000	
LOAN VALUE OF RECEIVABLES: (75% of net eligible receivabl		$187,500

2) **Bean Inventory**: (Basis of Valuation = Lower of Cost or Market Price)

SOLD / UNSHIPPED:	$398,000	X 75%	$298,500	
UNSOLD:	$1,630,000	x 60%	$978,000	
TOTAL ELIGIBLE INVENTORY:				$1,276,500
3) **Net Book Value of Equipment**		$155,288	x 65%	$100,937
4) **TOTAL LOAN VALUE OF RECEIVABLES, INVENTORY, EQUIP:**				*$1,564,937*
5) **TOTAL OUTSTANDING BALANCE ON LINE(S) OF CREDIT:**				*$946,000*
6) **COLLATERAL SURPLUS (SHORTFALL):**				*$618,937*

As of the date of this report, the undersigned hereby certifies and warrants that the aforementioned information is true and correct and that the Borrower is not in default under the Agreement or any loans made thereunder, or, any other obligations or liabilities owed to Bank.

Grand Forks Bean Company, Inc

By: Todd McGurk

Authorized Representative of Grand Forks Bean Company Inc.

*Please attached most recent month-end balance sheet and profit/loss statement along with current accounts receivable list and aging report.

BORROWING BASE & COMPLIANCE CERTIFICATE

Grand Forks Bean Company

Certificate as to covenant compliance, and, accounts receivable and inventory reporting under Loan Agreement dated September 22, 2011 (hereafter referred to collectively as "agreement").

Bremer Bank, N.A.
3100 S Columbia Rd.
Grand Forks, ND 58208-3118

Today's Date: 3/1/2014

The undersigned is the Borrower under the above agreement, between the undersigned and Bremer Bank, N.A. ("Bank"). The following information is furnished to Bank pertaining to Borrower's current financial position, and includes various assets in which Bank has a security interest.

The undersigned hereby certifies and warrants that the following accounts receivable and inventory valuation is accurate as of month end dated:

1) Accounts Receivable: (Net of any and all rights of offset or counterclaims)

Current: (Accounts not over 60 days past invoice due date)		$12,000
61 to 90 days past invoice due date:		$0
Over 90 days past invoice due date:		$0
TOTAL:	$12,000	
Less: A/R in excess of 90 days past invoice due date:		$0
Related &/or affiliates accounts receivable:		
Foreign receivables not backed by letters of credit:		
Other:		
TOTAL INELIGIBLE:	$0	
NET ELIGIBLE RECEIVABLES:	$12,000	
LOAN VALUE OF RECEIVABLES: (75% of net eligible receivab		$9,000

2) Bean Inventory: (Basis of Valuation = Lower of Cost or Market Price)

SOLD / UNSHIPPED:	$720,000	X 75%	$540,000	
UNSOLD:	$2,000,000	x 60%	$1,200,000	
TOTAL ELIGIBLE INVENTORY:				$1,740,000
3) Net Book Value of Equipment		$155,288	x 65%	$100,937
4) TOTAL LOAN VALUE OF RECEIVABLES, INVENTORY, EQUIP:				*$1,849,937*
5) TOTAL OUTSTANDING BALANCE ON LINE(S) OF CREDIT:				*$1,302,000*
6) COLLATERAL SURPLUS (SHORTFALL):				*$547,937*

As of the date of this report, the undersigned hereby certifies and warrants that the aforementioned information is true and correct and that the Borrower is not in default under the Agreement or any loans made thereunder, or, any other obligations or liabilities owed to Bank.

Grand Forks Bean Company, Inc

By: Todd McGurk

Authorized Representative of Grand Forks Bean Company Inc.

*Please attached most recent month-end balance sheet and profit/loss statement along with current accounts receivable list and aging report.

BORROWING BASE & COMPLIANCE CERTIFICATE

Grand Forks Bean Company

Certificate as to covenant compliance, and, accounts receivable and inventory reporting under Loan Agreement dated September 22, 2011 (hereafter referred to collectively as "agreement").

Bremer Bank, N.A.
3100 S Columbia Rd.
Grand Forks, ND 58208-3118

Today's Date: 2/1/2014

The undersigned is the Borrower under the above agreement, between the undersigned and Bremer Bank, N.A. ("Bank"). The following information is furnished to Bank pertaining to Borrower's current financial position, and includes various assets in which Bank has a security interest.

The undersigned hereby certifies and warrants that the following accounts receivable and inventory valuation is accurate as of month end dated:

1) **Accounts Receivable**: (Net of any and all rights of offset or counterclaims)

Current: (Accounts not over 60 days past invoice due date)		$43,000
61 to 90 days past invoice due date:		$0
Over 90 days past invoice due date:		$0
TOTAL:	$43,000	
Less: A/R in excess of 90 days past invoice due date:		$0
Related &/or affiliates accounts receivable:		
Foreign receivables not backed by letters of credit:		
Other:		
TOTAL INELIGIBLE:	$0	
NET ELIGIBLE RECEIVABLES:	$43,000	

LOAN VALUE OF RECEIVABLES: (75% of net eligible receivab $32,250

2) **Bean Inventory**: (Basis of Valuation = Lower of Cost or Market Price)

SOLD / UNSHIPPED:	$720,000	X 75%	$540,000	
UNSOLD:	$2,000,000	x 60%	$1,200,000	
TOTAL ELIGIBLE INVENTORY:				$1,740,000
3) Net Book Value of Equipment		$155,288	x 65%	$100,937
4) TOTAL LOAN VALUE OF RECEIVABLES, INVENTORY, EQUIP:				$1,873,187
5) TOTAL OUTSTANDING BALANCE ON LINE(S) OF CREDIT:				$1,302,000
6) COLLATERAL SURPLUS (SHORTFALL):				$571,187

As of the date of this report, the undersigned hereby certifies and warrants that the aforementioned information is true and correct and that the Borrower is not in default under the Agreement or any loans made thereunder, or, any other obligations or liabilities owed to Bank.

Grand Forks Bean Company, Inc

By: Todd McGurk

Authorized Representative of Grand Forks Bean Company Inc.

*Please attached most recent month-end balance sheet and profit/loss statement along with current accounts receivable list and aging report.

BORROWING BASE & COMPLIANCE CERTIFICATE

Grand Forks Bean Company

Certificate as to covenant compliance, and, accounts receivable and inventory reporting under Loan Agreement dated September 22, 2011 (hereafter referred to collectively as "agreement").

Bremer Bank, N.A.
3100 S Columbia Rd.
Grand Forks, ND 58208-3118

Today's Date: 11/1/2013

The undersigned is the Borrower under the above agreement, between the undersigned and Bremer Bank, N.A. ("Bank"). The following information is furnished to Bank pertaining to Borrower's current financial position, and includes various assets in which Bank has a security interest.

The undersigned hereby certifies and warrants that the following accounts receivable and inventory valuation is accurate as of month end dated:

1) **Accounts Receivable**: (Net of any and all rights of offset or counterclaims)

Current: (Accounts not over 60 days past invoice due date)		$810,000
61 to 90 days past invoice due date:		$0
Over 90 days past invoice due date:		$0
TOTAL:	$810,000	
Less: A/R in excess of 90 days past invoice due date:		$0
Related &/or affiliates accounts receivable:		
Foreign receivables not backed by letters of credit:		
Other:		
TOTAL INELIGIBLE:	$0	
NET ELIGIBLE RECEIVABLES:	$810,000	
LOAN VALUE OF RECEIVABLES: (75% of net eligible receivabl		$607,500

2) **Bean Inventory**: (Basis of Valuation = Lower of Cost or Market Price)

SOLD / UNSHIPPED:	$800,000	X 75%	$600,000	
UNSOLD:	$2,000,000	x 60%	$1,200,000	
TOTAL ELIGIBLE INVENTORY:				$1,800,000
3) Net Book Value of Equipment		$155,288	x 65%	$100,937
4) TOTAL LOAN VALUE OF RECEIVABLES, INVENTORY, EQUIP:				$2,508,437
5) TOTAL OUTSTANDING BALANCE ON LINE(S) OF CREDIT:				$1,302,000
6) COLLATERAL SURPLUS (SHORTFALL):				$1,206,437

As of the date of this report, the undersigned hereby certifies and warrants that the aforementioned information is true and correct and that the Borrower is not in default under the Agreement or any loans made thereunder, or, any other obligations or liabilities owed to Bank.

Grand Forks Bean Company, Inc

By: Todd McGurk

Authorized Representative of Grand Forks Bean Company Inc.

*Please attached most recent month-end balance sheet and profit/loss statement along with current accounts receivable list and aging report.

BORROWING BASE & COMPLIANCE CERTIFICATE

Grand Forks Bean Company

Certificate as to covenant compliance, and, accounts receivable and inventory reporting under Loan Agreement dated September 22, 2011 (hereafter referred to collectively as "agreement").

Bremer Bank, N.A.
3100 S Columbia Rd.
Grand Forks, ND 58208-3118

Today's Date: 9/1/2013

The undersigned is the Borrower under the above agreement, between the undersigned and Bremer Bank, N.A. ("Bank"). The following information is furnished to Bank pertaining to Borrower's current financial position, and includes various assets in which Bank has a security interest.

The undersigned hereby certifies and warrants that the following accounts receivable and inventory valuation is accurate as of month end dated:

1) Accounts Receivable: (Net of any and all rights of offset or counterclaims)

Current: (Accounts not over 60 days past invoice due date)		$90,000
61 to 90 days past invoice due date:		$0
Over 90 days past invoice due date:		$0
	TOTAL: $90,000	
Less: A/R in excess of 90 days past invoice due date:		$0
Related &/or affiliates accounts receivable:		
Foreign receivables not backed by letters of credit:		
Other:		
	TOTAL INELIGIBLE: $0	
	NET ELIGIBLE RECEIVABLES: $90,000	

LOAN VALUE OF RECEIVABLES: (75% of net eligible receivab $67,500

2) Bean Inventory: (Basis of Valuation = Lower of Cost or Market Price)

SOLD / UNSHIPPED:	$1,117,000	X 75%	$837,750	
UNSOLD:	$1,800,000	x 60%	$1,080,000	
TOTAL ELIGIBLE INVENTORY:				$1,917,750
3) Net Book Value of Equipment	$155,288	x 65%		$100,937
4) TOTAL LOAN VALUE OF RECEIVABLES, INVENTORY, EQUIP:				*$2,086,187*
5) TOTAL OUTSTANDING BALANCE ON LINE(S) OF CREDIT:				*$600,000*
6) COLLATERAL SURPLUS (SHORTFALL):				*$1,486,187*

As of the date of this report, the undersigned hereby certifies and warrants that the aforementioned information is true and correct and that the Borrower is not in default under the Agreement or any loans made thereunder, or, any other obligations or liabilities owed to Bank.

Grand Forks Bean Company, Inc

By:_____

Authorized Representative of Grand Forks Bean Company Inc.

*Please attached most recent month-end balance sheet and profit/loss statement along with current accounts receivable list and aging report.

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

Grand Forks Bean Company, Inc.
2120 N Washington
Grand Forks, ND 58203

We have compiled the accompanying balance sheets of Grand Forks Bean Company, Inc. as of March 31, 2013 and 2012. We have also compiled the related statements of operations for the third quarter of the 2012-2013 fiscal year and the 9 months ending March 31, 2013 and 2012, together with the related supplementary information. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without the undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit the statements of cash flows and substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Respectfully submitted,

Erickson and Associates, Ltd.

Erickson and Associates, Ltd.
Fargo, North Dakota

April 12, 2013

EXHIBIT
BB 105
18-2015-CV-240

Grand Forks Bean Company, Inc.
BALANCE SHEET
As of March 31, 2013 & 2012

Report for Period 09	Current YTD Amount	Last YTD Amount
ASSETS		
CURRENT ASSETS:		
Cash on Hand & Bank	$25,179.99	$253,844.49
TOTAL CASH & CASH EQUIVALENTS	$25,179.99	$253,844.49
Accounts Receivable	$31,464.00	$22,585.05
Customer Purchase Advances	2,242.10	2,242.10
Prepaid Expenses	11,716.68	7,293.14
Accrued Income	23,749.25	17,796.54
Accrued Gain, Open Contracts	316,468.00	0.00
Beans In Transit	0.00	1,500.00
Bean Inventory	2,379,453.72	2,096,710.88
Less: Sales Advances	(500,000.00)	0.00
Merchandise Inventory	0.00	29,925.00
TOTAL CURRENT ASSETS	$2,290,273.74	$2,431,897.20
OTHER ASSETS:		
TOTAL OTHER ASSETS	$0.00	$0.00
PROPERTY, PLANT & EQUIPMENT:		
Buildings & Equipment	$590,212.19	$597,166.27
Current Year Additions	4,420.34	18,420.99
Less: Accum. Depreciation	(433,261.17)	(407,532.23)
Real Estate-At Cost	29,600.00	29,600.00
NET PROPERTY,PLANT & EQUIPMENT	$190,971.36	$237,675.03
TOTAL ASSETS	$2,481,245.10	$2,669,572.23

See Accountants Compilation Report

Grand Forks Bean Company, Inc.
BALANCE SHEET
As of March 31, 2013 & 2012

Report for Period 09	Current YTD Amount	Last YTD Amount
LIABILITIES & EQUITY		
CURRENT LIABILITIES:		
Outstanding Checks	$6,950.00	$0.00
Unsettled Bean Payable	525,647.81	176,931.42
Accounts Payable	17,317.61	5,420.36
Bean & Wage Taxes Payable	5,929.53	9,209.11
Accrued Expenses	19,605.00	8,815.00
Accrued Loss, Open Contracts	0.00	30,500.00
Delayed Pricing Contracts	1,302,036.14	944,099.66
A/R Credit Balances	19,920.00	29,880.00
Seasonal Loans	297,572.75	1,100,000.00
Term Debt-Current Portion	40,321.62	38,284.62
TOTAL CURRENT LIABILITIES	$2,235,300.46	$2,343,140.37
LONG-TERM LIABILITIES:		
Note Payable	$232,502.02	$262,337.90
Note Payable-SBA	219,368.64	230,788.80
Less: Current Portion-Notes	(40,321.62)	(38,284.62)
NET LONG-TERM LIABILITIES	$411,549.04	$454,842.08
STOCKHOLDERS' EQUITY:		
Retained Earnings	($114,009.07)	($85,959.03)
Net Profit (Loss)	(51,595.33)	(42,451.19)
TOTAL STOCKHOLDERS' EQUITY	($165,604.40)	($128,410.22)
TOTAL LIABILITIES & EQUITY	$2,481,245.10	$2,669,572.23

See Accountants Compilation Report

Grand Forks Bean Company, Inc.
Statement of Operations
For the period ending March 31, 2013 & 2012

Report for Period 9		Y-T-D Margin	Current Period	Year-To-Date	Prior Year-To-Date	Budget
PINTO BEANS	CWT	4.7424	$138,884.40	$225,458.81	$294,092.73	$0
SPLITS	CWT	0.0636	0.00	254.28	3,541.30	0
TOTAL BEANS			$138,884.40	$225,713.09	$297,634.03	$0
BEAN SEED	CWT	0.0000	$168.00	($423.20)	$0.00	$0
TOTAL MERCHANDISE			$168.00	($423.20)	$0.00	$0
MERCHANDISING INCOME			$139,052.40	$225,289.89	$297,634.03	$0
SERVICE & OTHER INCOME:						
LOCAL STORAGE & HANDLING			($1,260.01)	($20,698.66)	$14,939.17	$0
CUSTOMER FINANCE CHARGES			0.00	2,528.00	1,032.29	0
TOTAL OTHER INCOME			($1,260.01)	($18,170.66)	$15,971.46	$0
GROSS OPERATING PROFIT			$137,792.39	$207,119.23	$313,605.49	$0
TOTAL EXPENSES			$77,388.26	$258,714.56	$356,056.68	$0
NET LOCAL PROCEEDS			$60,404.13	($51,595.33)	($42,451.19)	$0
ADD: REGIONAL PATRONAGE			$0.00	$0.00	$0.00	$0
NET PROFIT FOR PERIOD			$60,404.13	($51,595.33)	($42,451.19)	$0

Grand Forks Bean Company, Inc.
Statement of Expenses
For the period ending March 31, 2013 & 2012

Report for Period 9	Current Period	Year-To-Date	Prior Year-To-Date	Budget
EXPENSES				
SALARIES & WAGES	$22,825.00	$78,215.00	$157,990.05	$0
WAGE TAXES	1,746.12	5,983.46	12,086.26	0
EMPLOYEE INSURANCES	6,619.92	20,004.06	20,021.31	0
401K & PROFIT SARING	596.70	1,940.10	1,780.80	0
UNEMPLOYMENT TAXES	146.65	221.38	315.19	0
WORKMENS COMPENSATION	382.23	1,146.67	1,304.70	0
REPAIRS-PLANT & EQUIP.	4,277.38	15,108.93	2,214.13	0
GROUNDS MAINTENENCE	0.00	1,200.00	168.83	0
REPAIRS & LIC-MOBILE	(673.03)	2,872.55	2,900.89	0
GAS & FUEL	686.89	3,880.90	4,172.92	0
INSURANCE, BONDS, ETC.	4,016.25	12,928.75	11,385.00	0
PROPERTY TAXES	2,150.00	6,958.00	6,253.29	0
UTILITIES	3,808.93	9,940.35	9,118.56	0
TELEPHONE, MARKETS	974.89	2,636.12	3,099.52	0
PLANT SUPPLIES	812.27	3,374.71	566.14	0
OFFICE SUPPLIES	307.74	3,276.88	998.60	0
BANK CHARGES	29.00	147.00	951.90	0
INSPECTIONS & SVC CONTRACTS	182.00	182.00	0.00	0
ADVERTISING & GIFTS	138.43	138.43	1,561.22	0
DUES & SUBSCRIPTIONS	0.00	1,168.40	585.00	0
PROFESSIONAL FEES	2,325.00	6,975.00	6,675.00	0
LEGAL & OTHER FEES	750.75	5,197.40	5,903.22	0
PEST CONTROL	180.00	495.00	400.00	0
MEETINGS & CONVENTIONS	200.00	2,300.00	2,281.32	0
MISC. EXPENSES	0.00	1,487.16	1,661.99	0
SEASONAL INTEREST EXPENSE	7,746.20	19,188.56	30,249.92	0
TERM INTEREST EXPENSE	5,658.94	17,247.75	19,810.92	0
DEPRECIATION	11,500.00	34,500.00	51,600.00	0
TOTAL EXPENSES	$77,388.26	$258,714.56	$356,056.68	$0

Grand Forks Bean Company, Inc.
Statement of Receipts and Sales
For the period ending March 31, 2013 & 2012

RECEIPTS Report for Period 9		Current Period	Year-To-Date	Prior Year-To-Date
PINTO BEANS	CWT	0	88,623	45,518
SPLITS	CWT	0	3,000	0
Total	CWT	0	91,623	45,518

SALES Report for Period 9		Current Period	Year-To-Date	Prior Year-To-Date	Budget
PINTO BEANS	CWT	68	47,542	34,782	0
SPLITS	CWT	0	4,000	441	0

CURRENT INVENTORY PRICING:

Commodity	Current Inventory (Units)	Price	Amount	Storage Liability (Units)	Price	Amount
PINTO BEANS	75,034.62	$31.00	$2,326,073.22	0.00	$0.00	$0.00
SPLITS	3,658.70	$15.00	$53,380.50	0.00	$0.00	$0.00
			$2,379,453.72			$0.00

Working Capital Analysis

	March 2012	June 2011	March 2011
Available Working Capital:	$54,873.28	$190,756.37	$88,756.83

	PINTO BEANS	SPLITS
Inventory	75,035	3,559
Terminal Storage		
Cont. Purchase-Cur-TA		
Cont. Purchase-NC-TA	10,000	
SubTotal	85,035	3,559
Less		
Storage Liability		
B/F Liability		
P/L Liability	42,425	
G/B Liability		
Open Storage		
Sold TA-Current	45,840	
Sold TA-New Crop	10,000	
SubTotal	98,265	0
Long(Short) Market	(13,230)	3,559

GRAND FORKS BEAN COMPANY, INC.
Statement Of Changes In Working Capital

	Period Ended 3-31-13	Period Ended 3-31-12
Working Capital Provided By:		
Net Proceeds (Loss) For The Period	$ (51,595.33)	$ (42,451.19)
Net Local Proceeds (Loss)	$ (51,595.33)	$ (42,451.19)
Depreciation (Not Requiring Working Capital)	34,500.00	51,600.00
Paid In Capital		
Working Capital Provided	$ (17,095.33)	$ 9,148.81
Working Capital Applied To:		
Purchase Of Fixed Assets	$ 4,420.34	$ 18,420.69
Long Term Debt Payments	28,978.75	33,872.49
Reclassification of Term Debt Current	1,453.42	1,614.79
Shareholder Draws	83,835.25	1,191.43
Working Capital Applied	$ 118,687.76	$ 55,099.70
Net Change In Working Capital	$ (135,783.09)	$ (45,950.89)
Working Capital Beginning Of Year	190,756.37	134,707.72
Working Capital End Of Period	$ 54,973.28	$ 88,756.83

GRAND FORKS BEAN COMPANY, INC.
Statistical Worksheet

	03/31/2013	03/31/2012	03/31/2011	03/31/2010	03/31/2009
Balance Sheet Statistics					
Working Capital	$ 54,973.28	$ 88,756.83	$ 168,010.49	$ 358,826.64	$ 275,791.63
Net Long-Term Debt	$ 411,549.04	$ 454,842.08	$ 498,087.31	$ 535,272.81	$ 566,802.54
Net Worth	$ (165,604.40)	$ (128,410.22)	$ (42,051.35)	$ 179,906.54	$ 134,456.14
Profitability					
Net Proceeds (Loss)	$ (51,595.33)	$ (42,451.19)	$ (170,235.88)	$ 71,582.99	$ 75,204.84
Volume					
Gross Sales Dollars	$ 2,411,902.49	$ 1,454,954.34	$ 281,205.68	$ 2,328,338.76	$ 3,303,197.65
Pinto Bean Receipts (Cwt.)	88,623	45,518	63,386	57,992	95,031
Margins Per Cwt.	$ 4.7424	$ 8.4553	$ 7.8377	$ 4.5608	$ 3.4500
Bagged Seed Sales (Dollars)	$ -	$ -	$ -	$ -	$ -
Margins %					
Storage & Handling	$ (20,698.66)	$ 14,939.17	$ 10,891.42	$ 8,720.24	$ 4,311.63
Expenses					
Salaries & Benefits	$ 107,510.67	$ 193,498.31	$ 126,687.40	$ 131,329.14	$ 113,838.53
Repairs & Petroleum Costs	23,062.38	9,456.77	10,596.84	16,219.70	12,021.38
Interest Expenses	36,436.31	50,060.84	29,047.57	49,264.17	77,247.30
Depreciation	34,500.00	51,600.00	51,750.00	52,500.00	50,000.00
Other Expenses	57,205.20	51,440.76	45,479.35	54,582.26	54,858.82
Total	$ 258,714.56	$ 356,056.68	$ 263,561.16	$ 303,895.27	$ 307,966.03
Accounts Receivable Aging					
0 to 30 Days					
31 to 60 Days					
61 to 90 Days					
Over 90 Days	31,464.00	22,585.05	70,450.00	-	7,022.50
Total	$ 31,464.00	$ 22,585.05	$ 70,450.00	$ -	$ 7,022.50

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

Grand Forks Bean Company, Inc.
2120 N Washington
Grand Forks, ND 58203

We have compiled the accompanying balance sheets of Grand Forks Bean Company, Inc. as of September 30, 2013 and 2012. We have also compiled the related statements of operations for the first quarter of the 2013-2014 fiscal year and the 3 months ending September 30, 2013 and 2012, together with the related supplementary information. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without the undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit the statements of cash flows and substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Respectfully submitted,

Erickson and Associates, Ltd.

Erickson and Associates, Ltd.
Fargo, North Dakota

October 15, 2013

EXHIBIT
tabbies
BB 106
18-2015-CV-240

Grand Forks Bean Company, Inc.
BALANCE SHEET
As of September 30, 2013 & 2012

Report for Period 03	Current YTD Amount	Last YTD Amount
ASSETS		
CURRENT ASSETS:		
Cash on Hand & Bank	$59,578.16	$479,004.74
TOTAL CASH & CASH EQUIVALENTS	$59,578.16	$479,004.74
Accounts Receivable	$12,220.00	$72,904.00
Other Receivables	45,180.00	12.36
Customer Purchase Advances	2,242.10	2,242.10
Prepaid Expenses	28,236.65	1,036.04
Accrued Income	25,381.75	30,409.18
Beans In Transit	10,750.00	555,780.00
Bean Inventory	3,344,008.74	3,034,546.26
Merchandise Inventory	8,084.00	0.00
TOTAL CURRENT ASSETS	$3,535,681.40	$4,175,934.68
OTHER ASSETS:		
TOTAL OTHER ASSETS	$0.00	$0.00
PROPERTY, PLANT & EQUIPMENT:		
Buildings & Equipment	$602,644.00	$591,770.46
Less: Accum. Depreciation	(451,498.79)	(411,689.44)
Real Estate-At Cost	29,600.00	29,600.00
NET PROPERTY,PLANT & EQUIPMENT	$180,745.21	$209,681.02
TOTAL ASSETS	$3,716,426.61	$4,385,615.70

See Accountants Compilation Report

Grand Forks Bean Company, Inc.
BALANCE SHEET
As of September 30, 2013 & 2012

Report for Period 03	Current YTD Amount	Last YTD Amount
LIABILITIES & EQUITY		
CURRENT LIABILITIES:		
Outstanding Checks	$34,957.93	$3,996.89
Unsettled Bean Payable	1,099,440.24	0.00
Accounts Payable	147,325.18	37,790.41
Bean & Wage Taxes Payable	2,713.09	6,113.46
Accrued Expenses	6,639.34	20,650.00
Accrued Loss, Open Contracts	6,905.35	207,353.25
Delayed Pricing Contracts	1,203,117.08	2,657,401.75
Seasonal Loans	827,412.77	1,013,110.76
Term Debt-Current Portion	41,227.38	39,328.86
TOTAL CURRENT LIABILITIES	$3,369,738.36	$4,186,745.38
LONG-TERM LIABILITIES:		
Note Payable	$218,714.31	$246,147.40
Note Payable-SBA	213,422.51	225,156.00
Less: Current Portion-Notes	(41,227.38)	(39,328.86)
NET LONG-TERM LIABILITIES	$390,909.44	$431,974.54
STOCKHOLDERS' EQUITY:		
Retained Earnings	$43,783.01	($42,173.82)
Net Profit (Loss)	(88,004.20)	(189,930.40)
TOTAL STOCKHOLDERS' EQUITY	($44,221.19)	($232,104.22)
TOTAL LIABILITIES & EQUITY	$3,716,426.61	$4,386,615.70

See Accountants Compilation Report

Grand Forks Bean Company, Inc.
Statement of Operations
For the period ending September 30, 2013 & 2012

Report for Period 3		Y-T-D Margin	Current Period	Year-To-Date	Prior Year-To-Date	Budget
PINTO BEANS	CWT	1.8637	$326.15	$326.15	($76,100.07)	$0
SPLITS	CWT	0.0000	0.00	0.00	(587.00)	0
TOTAL BEANS			$326.15	$326.15	($76,687.07)	$0
BEAN SEED	CWT	0.0000	$0.00	$0.00	($423.20)	$0
TOTAL MERCHANDISE			$0.00	$0.00	($423.20)	$0
MERCHANDISING INCOME			$326.15	$326.15	($77,110.27)	$0
SERVICE & OTHER INCOME:						
LOCAL STORAGE & HANDLING			$2,945.36	$2,945.36	($18,538.73)	$0
TOTAL OTHER INCOME			$2,945.36	$2,945.36	($18,538.73)	$0
GROSS OPERATING PROFIT			$3,271.51	$3,271.51	($95,649.00)	$0
TOTAL EXPENSES			$91,275.71	$91,275.71	$94,281.40	$0
NET LOCAL PROCEEDS			($88,004.20)	($88,004.20)	($189,930.40)	$0
ADD: REGIONAL PATRONAGE			$0.00	$0.00	$0.00	$0
NET PROFIT FOR PERIOD			($88,004.20)	($88,004.20)	($189,930.40)	$0

See Accountants Compilation Report

Grand Forks Bean Company, Inc.
Statement of Expenses
For the period ending September 30, 2013 & 2012

Report for Period 3	Current Period	Year-To-Date	Prior Year-To-Date	Budget
EXPENSES				
SALARIES & WAGES	$26,124.00	$26,124.00	$34,330.00	$0
WAGE TAXES	1,998.49	1,998.49	2,626.25	0
EMPLOYEE INSURANCES	7,163.82	7,163.82	6,619.02	0
401K & PROFIT SARING	1,250.00	1,250.00	746.70	0
UNEMPLOYMENT TAXES	58.38	58.38	65.31	0
WORKMENS COMPENSATION	604.38	604.38	425.00	0
REPAIRS-PLANT & EQUIP.	12,123.02	12,123.02	3,909.74	0
REPAIRS & LIC-MOBILE	3,988.08	3,988.08	539.60	0
GAS & FUEL	1,572.39	1,572.39	1,352.47	0
INSURANCE, BONDS, ETC.	4,942.25	4,942.25	3,880.00	0
PROPERTY TAXES	2,641.53	2,641.53	2,408.00	0
UTILITIES	2,021.41	2,021.41	1,793.61	0
TELEPHONE, MARKETS	1,353.21	1,353.21	804.34	0
PLANT SUPPLIES	1,120.94	1,120.94	639.54	0
OFFICE SUPPLIES	402.87	402.87	747.32	0
BANK CHARGES	0.00	0.00	118.00	0
ADVERTISING & GIFTS	1,100.00	1,100.00	0.00	0
PROFESSIONAL FEES	2,350.00	2,350.00	2,325.00	0
LEGAL & OTHER FEES	824.94	824.94	1,650.11	0
PEST CONTROL	135.00	135.00	180.00	0
MEETINGS & CONVENTIONS	0.00	0.00	2,100.00	0
MISC. EXPENSES	169.99	169.99	514.19	0
SEASONAL INTEREST EXPENSE	7,674.32	7,674.32	9,321.81	0
TERM INTEREST EXPENSE	5,356.69	5,356.69	5,815.39	0
DEPRECIATION	6,300.00	6,300.00	11,370.00	0
TOTAL EXPENSES	$91,275.71	$91,275.71	$94,281.40	$0

See Accountants Compilation Report

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Grand Forks Bean Company, Inc.
Statement of Receipts and Sales

Page 6

For the period ending September 30, 2013 & 2012

RECEIPTS Report for Period 3		Current Period	Year-To-Date	Prior Year-To-Date
PINTO BEANS	CWT	49,918	49,918	86,726
SPLITS	CWT	0	0	3,000
Total	CWT	49,918	49,918	89,726

SALES Report for Period 3		Current Period	Year-To-Date	Prior Year-To-Date	Budget
PINTO BEANS	CWT	175	175	29,393	0

See Accountants Compilation Report

CURRENT INVENTORY PRICING:

Commodity	Current Inventory (Units)	Price	Amount	Storage Liability (Units)	Price	Amount
PINTO BEANS	86,595.48	$38.00	$3,290,628.24	0.00	$0.00	$0.00
SPLITS	3,558.70	$15.00	$53,380.50	0.00	$0.00	$0.00
			$3,344,008.74			$0.00

Working Capital Analysis

	September 2013	June 2013	September 2012
Available Working Capital:	$165,943.04	$281,137.06	($9,810.70)

Grand Forks Bean Company, Inc.

Market Position

Date : 09/30/13

	PINTO BEANS	SPLITS
Inventory	86,595	3,559
Terminal Storage		
Cont. Purchase-Our-TA	11,050	
Cont. Purchase-NC-TA		
SubTotal	97,645	3,559
Less		
Storage Liability		
B/F Liability		
P/L Liability	32,212	
G/B Liability		
Open Storage		
Sold TA-Current	43,900	
Sold TA-New Crop		
SubTotal	76,112	0
Long(Short) Market	21,533	3,559

GRAND FORKS BEAN COMPANY, INC.
Statement Of Changes In Working Capital

	Period Ended 9-30-13	Period Ended 9-30-12
Working Capital Provided By:		
Net Proceeds (Loss) For The Period	$ (88,004.20)	$ (189,930.40)
Net Local Proceeds (Loss)	$ (88,004.20)	$ (189,930.40)
Depreciation (Not Requiring Working Capital)	6,300.00	11,370.00
Working Capital Provided	$ (81,704.20)	$ (178,560.40)
Working Capital Applied To:		
Purchase Of Fixed Assets	$ -	$ -
Long Term Debt Payments	10,006.67	9,546.01
Reclassification of Term Debt Current	483.15	460.66
Shareholder Draws	23,000.00	12,000.00
Working Capital Applied	$ 33,489.82	$ 22,006.67
Net Change In Working Capital	$ (115,194.02)	$ (200,567.07)
Working Capital Beginning Of Year	281,137.06	190,756.37
Working Capital End Of Period	$ 165,943.04	$ (9,810.70)

GRAND FORKS BEAN COMPANY, INC.
Statistical Worksheet

	09/30/2013	09/30/2012	09/30/2011	09/30/2010	09/30/2009
Balance Sheet Statistics					
Working Capital	$ 165,943.04	$ (9,810.70)	$ 149,456.81	$ 204,251.05	$ 264,100.13
Net Long-Term Debt	$ 390,909.44	$ 431,974.54	$ 480,888.58	$ 516,455.28	$ 551,641.28
Net Worth	$ (44,221.19)	$ (232,104.22)	$ (77,777.73)	$ 10,321.22	$ 103,811.56
Profitability					
Net Proceeds (Loss)	$ (88,004.20)	$ (189,930.40)	$ 6,989.87	$ (125,133.08)	$ (37,492.99)
Volume					
Gross Sales Dollars	$ 75,290.51	$ 1,147,048.81	$ 3,014.00	$ 5,324.00	$ 459,889.37
Pinto Bean Receipts (Cwt.)	49.918	86.726	32.383	46.459	42.228
Margins Per Cwt.	$ 1.8637	$ (2.5880)	$ 1,526.2525	$ (64.1940)	$ 2.3329
Storage & Handling	$ 2,945.36	$ (18,538.73)	$ (11,128.44)	$ -	$ 5,359.87
Expenses					
Salaries & Benefits	$ 37,199.07	$ 44,812.28	$ 47,893.97	$ 62,594.37	$ 41,935.27
Repairs & Petroleum Costs	17,683.49	5,801.81	2,788.48	2,265.69	3,333.86
Interest Expenses	13,031.01	15,137.20	18,704.16	7,577.71	21,373.60
Depreciation	6,300.00	11,370.00	17,200.00	17,250.00	17,500.00
Other Expenses	17,062.14	17,160.11	14,290.27	17,952.44	15,021.07
Total	$ 91,275.71	$ 94,281.40	$ 100,876.88	$ 107,640.21	$ 99,163.80
Accounts Receivable Aging				$ 3,190.00	
0 to 30 Days				1,100.00	
31 to 60 Days				6,080.00	
61 to 90 Days					
Over 90 Days	12,220.00	72,904.00	64,430.00	70,970.00	44,100.00
Total	$ 12,220.00	$ 72,904.00	$ 64,430.00	$ 81,340.00	$ 44,100.00

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

Grand Forks Bean Company, Inc.
2120 N Washington
Grand Forks, ND 58203

We have compiled the accompanying balance sheets of **Grand Forks Bean Company, Inc.** as of March 31, 2014 and 2013. We have also compiled the related statements of operations for the third quarter of the 2013-2014 fiscal year and the 9 months ending March 31, 2014 and 2013, together with the related supplementary information. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without the undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit the statements of cash flows and substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Respectfully submitted,

Erickson and Associates, Ltd.

Erickson and Associates, Ltd.
Fargo, North Dakota

April 2 2014

Grand Forks Bean Company, Inc.
BALANCE SHEET
As of March 31, 2014 & 2013

Report for Period 09	Current YTD Amount	Last YTD Amount
ASSETS		
CURRENT ASSETS:		
Cash on Hand & Bank	$29,729.91	$25,179.99
TOTAL CASH & CASH EQUIVALENTS	$29,729.91	$25,179.99
Accounts Receivable	$0.00	$31,464.00
Other Receivables	20,721.00	0.00
Customer Purchase Advances	2,242.10	2,242.10
Prepaid Expenses	16,567.65	11,716.68
Accrued Income	25,381.75	23,749.25
Accrued Gain, Open Contracts	0.00	316,468.00
Beans In Transit	319,475.00	0.00
Bean Inventory	2,055,722.56	2,379,453.72
Less: Sales Advances	0.00	(500,000.00)
Merchandise Inventory	8,084.00	0.00
TOTAL CURRENT ASSETS	$2,477,923.97	$2,290,273.74
OTHER ASSETS:		
TOTAL OTHER ASSETS	$0.00	$0.00
PROPERTY, PLANT & EQUIPMENT:		
Buildings & Equipment	$602,644.00	$590,212.19
Current Year Additions	18,835.95	4,420.34
Less: Accum. Depreciation	(465,898.79)	(433,261.17)
Real Estate-At Cost	29,600.00	29,600.00
NET PROPERTY,PLANT & EQUPIMENT	$180,181.16	$190,971.36
TOTAL ASSETS	$2,658,105.13	$2,481,245.10

Grand Forks Bean Company, Inc.
BALANCE SHEET
As of March 31, 2014 & 2013

Report for Period 09	Current YTD Amount	Last YTD Amount
LIABILITIES & EQUITY		
CURRENT LIABILITIES:		
Outstanding Checks	$940.21	$6,950.00
Unsettled Bean Payable	0.00	525,647.81
Accounts Payable	56,580.00	17,317.61
Bean & Wage Taxes Payable	4,814.28	5,929.53
Accrued Expenses	13,210.37	19,605.00
Accrued Loss, Open Contracts	4,560.00	0.00
Delayed Pricing Contracts	984,547.76	1,302,036.14
A/R Credit Balances	0.00	19,920.00
Seasonal Loans	1,296,181.42	297,572.75
Term Debt-Current Portion	42,211.06	40,321.62
TOTAL CURRENT LIABILITIES	$2,403,045.10	$2,235,300.46
LONG-TERM LIABILITIES:		
Note Payable	$204,462.91	$232,502.02
Note Payable-SBA	207,313.22	219,368.64
Less: Current Portion-Notes	(42,211.06)	(40,321.62)
NET LONG-TERM LIABILITIES	$369,565.07	$411,549.04
STOCKHOLDERS' EQUITY:		
Retained Earnings	($3,216.99)	($114,009.07)
Net Profit (Loss)	(111,278.05)	(51,595.33)
TOTAL STOCKHOLDERS' EQUITY	($114,495.04)	($165,604.40)
TOTAL LIABILITIES & EQUITY	$2,658,105.13	$2,481,245.10

See Accountants Compilation Report

Grand Forks Bean Company, Inc.
Statement of Operations

For the period ending March 31, 2014 & 2013

Report for Period 9		Y-T-D Margin	Current Period	Year-To-Date	Prior Year-To-Date	Budget
PINTO BEANS	CWT	5.5367	$29,342.52	$169,608.54	$225,458.81	$0
SPLITS	CWT	0.0000	36,000.00	36,000.00	254.28	0
TOTAL BEANS			$65,342.52	$205,608.54	$225,713.09	$0
BEAN SEED	CWT	0.0000	$0.00	$0.00	($423.20)	$0
TOTAL MERCHANDISE			$0.00	$0.00	($423.20)	$0
MERCHANDISING INCOME			$65,342.52	$205,608.54	$225,289.89	$0
SERVICE & OTHER INCOME:						
LOCAL STORAGE & HANDLING			$0.00	$2,945.36	($20,698.66)	$0
CUSTOMER FINANCE CHARGES			0.00	0.00	2,528.00	0
MISCELLANEOUS INCOME			0.00	25.81	0.00	0
TOTAL OTHER INCOME			$0.00	$2,971.17	($18,170.66)	$0
GROSS OPERATING PROFIT			$65,342.52	$208,579.71	$207,119.23	$0
TOTAL EXPENSES			$84,422.09	$319,857.76	$258,714.56	$0
NET LOCAL PROCEEDS			($19,079.57)	($111,278.05)	($51,595.33)	$0
ADD: REGIONAL PATRONAGE			$0.00	$0.00	$0.00	$0
NET PROFIT FOR PERIOD			($19,079.57)	($111,278.05)	($51,595.33)	$0

Grand Forks Bean Company, Inc.
Statement of Expenses
For the period ending March 31, 2014 & 2013

Report for Period 9	Current Period	Year-To-Date	Prior Year-To-Date	Budget
EXPENSES				
SALARIES & WAGES	$27,438.00	$125,511.78	$78,215.00	$0
WAGE TAXES	2,099.01	9,601.67	5,983.46	0
EMPLOYEE INSURANCES	8,604.72	22,859.76	20,004.06	0
401K & PROFIT SARING	596.70	1,790.10	1,940.10	0
UNEMPLOYMENT TAXES	133.75	340.33	221.38	0
WORKMENS COMPENSATION	605.00	1,812.38	1,146.67	0
REPAIRS-PLANT & EQUIP.	2,825.02	31,201.05	15,108.93	0
GROUNDS MAINTENENCE	0.00	0.00	1,200.00	0
REPAIRS & LIC-MOBILE	238.68	5,122.78	2,872.55	0
GAS & FUEL	1,562.11	4,042.75	3,880.90	0
INSURANCE, BONDS, ETC.	4,942.25	15,406.75	12,928.75	0
PROPERTY TAXES	3,640.74	7,982.27	6,958.00	0
UTILITIES	3,666.31	9,875.33	9,940.35	0
TELEPHONE, MARKETS	883.04	3,139.51	2,636.12	0
PLANT SUPPLIES	404.09	3,002.31	3,374.71	0
OFFICE SUPPLIES	74.10	1,134.20	3,276.88	0
BANK CHARGES	0.00	100.00	147.00	0
INSPECTIONS & SVC CONTRACTS	0.00	0.00	182.00	0
ADVERTISING & GIFTS	100.00	1,200.00	138.43	0
DUES & SUBSCRIPTIONS	325.00	693.13	1,168.40	0
PROFESSIONAL FEES	2,400.00	7,200.00	6,975.00	0
LEGAL & OTHER FEES	918.21	2,357.22	5,197.40	0
PEST CONTROL	225.00	450.00	495.00	0
MEETINGS & CONVENTIONS	600.00	600.00	2,300.00	0
MISC. EXPENSES	0.00	169.99	1,487.16	0
SEASONAL INTEREST EXPENSE	10,053.18	27,713.35	19,166.56	0
TERM INTEREST EXPENSE	5,187.18	15,851.10	17,247.75	0
DEPRECIATION	6,900.00	20,700.00	34,500.00	0
TOTAL EXPENSES	$84,422.09	$319,857.76	$258,714.56	$0

See Accountants Compilation Report

Grand Forks Bean Company, Inc.
Statement of Receipts and Sales

For the period ending March 31, 2014 & 2013

RECEIPTS Report for Period 9		Current Period	Year-To-Date	Prior Year-To-Date
PINTO BEANS	CWT	(669)	51,614	88,623
SPLITS	CWT	2,400	2,400	3,000
Total	CWT	1,731	54,014	91,623

SALES Report for Period 9		Current Period	Year-To-Date	Prior Year-To-Date	Budget
PINTO BEANS	CWT	10,529	30,634	47,542	0
SPLITS	CWT	0	0	4,000	0

See Accountants Compilation Report

CURRENT INVENTORY PRICING:

Commodity	Current Inventory (Units)	Price	Amount	Storage Liability (Units)	Price	Amount
PINTO BEANS	57,833.59	$34.00	$1,966,342.06	0.00	$0.00	$0.00
SPLITS	5,958.70	$15.00	$89,380.50	0.00	$0.00	$0.00
			$2,055,722.56			$0.00

Working Capital Analysis

	March 2014	June 2013	March 2013
Available Working Capital:	$74,878.87	$281,137.06	$54,973.28

Grand Forks Bean Company, Inc.

Market Position

Date : 03/31/14

	PINTO BEANS	SPLITS
Inventory	57,834	5,959
Terminal Storage		
Cont. Purchase-Cur-TA	10,000	
Cont. Purchase-NC-TA		
SubTotal	67,834	5,959
Less		
Storage Liability		
B/F Liability		
P/L Liability	29,575	
G/B Liability		
Open Storage		
Sold TA-Current	21,000	
Sold TA-New Crop		
SubTotal	50,575	0
Long(Short) Market	17,259	5,959

GRAND FORKS BEAN COMPANY, INC.
Statement Of Changes In Working Capital

	Period Ended 3-31-14	Period Ended 3-31-13
Working Capital Provided By:		
Net Proceeds (Loss) For The Period	$ (111,278.05)	$ (51,595.33)
Net Local Proceeds (Loss)	$ (111,278.05)	$ (51,595.33)
Depreciation (Not Requiring Working Capital)	20,700.00	34,500.00
Paid in Capital		
Working Capital Provided	$ (90,578.05)	$ (17,095.33)
Working Capital Applied To:		
Purchase Of Fixed Assets	$ 13,835.95	$ 4,420.34
Long Term Debt Payments	30,377.36	28,978.75
Reclassification of Term Debt Current	1,466.83	1,453.42
Shareholder Draws	70,000.00	83,835.25
Working Capital Applied	$ 115,680.14	$ 118,687.76
Net Change In Working Capital	$ (206,258.19)	$ (135,783.09)
Working Capital Beginning Of Year	281,137.06	190,756.37
Working Capital End Of Period	$ 74,878.87	$ 54,973.28

GRAND FORKS BEAN COMPANY, INC.
Statistical Worksheet

	03/31/2014	03/31/2013	03/31/2012	03/31/2011	03/31/2010
Balance Sheet Statistics					
Working Capital	$ 74,878.87	$ 54,973.28	$ 88,756.83	$ 168,010.49	$ 358,826.64
Net Long-Term Debt	$ 369,555.07	$ 411,549.04	$ 454,842.08	$ 498,087.31	$ 535,272.81
Net Worth	$ (114,495.04)	$ (165,604.40)	$ (128,410.22)	$ (42,051.35)	$ 179,906.54
Profitability					
Net Proceeds (Loss)	$ (111,278.05)	$ (51,595.33)	$ (42,451.19)	$ (170,235.88)	$ 71,582.99
Volume					
Gross Sales Dollars	$ 1,540,288.86	$ 2,411,902.49	$ 1,454,954.34	$ 281,205.68	$ 2,328,338.76
Pinto Bean Receipts (Cwt.)	51,614	88,623	45,518	63,386	57,992
Margins Per Cwt.	$ 5.5367	$ 4.7424	$ 8.4553	$ 7.8377	$ 4.5608
Bagged Seed Sales (Dollars)	$ -	$ -	$ -	$ -	$ -
Margins %					
Storage & Handling	$ 2,945.36	$ (20,698.66)	$ 14,939.17	$ 10,891.42	$ 8,720.24
Expenses					
Salaries & Benefits	$ 161,916.02	$ 107,510.67	$ 193,498.31	$ 126,687.40	$ 131,329.14
Repairs & Petroleum Costs	40,366.58	23,062.38	9,456.77	10,596.84	16,219.70
Interest Expenses	43,564.45	36,436.31	50,060.84	29,047.57	49,264.17
Depreciation	20,700.00	34,500.00	51,600.00	51,750.00	52,500.00
Other Expenses	53,310.71	57,205.20	51,440.76	45,479.35	54,582.26
Total	$ 319,857.76	$ 258,714.56	$ 356,056.68	$ 263,561.16	$ 303,895.27
Accounts Receivable Aging					
0 to 30 Days					
31 to 60 Days					
61 to 90 Days					
Over 90 Days		31,464.00	22,585.05	70,450.00	-
Total	$ -	$ 31,464.00	$ 22,585.05	$ 70,450.00	$ -

INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

Grand Forks Bean Company, Inc.
2120 N Washington
Grand Forks, ND 58203

We have compiled the accompanying balance sheets of Grand Forks Bean Company, Inc. as of September 30, 2014 and 2013. We have also compiled the related statements of operations for the first quarter of the 2014-2015 fiscal year and the 3 months ending September 30, 2014 and 2013, together with the related supplementary information. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without the undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

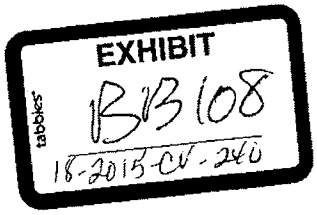
Management has elected to omit the statements of cash flows and substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Respectfully submitted,

Erickson and Associates, Ltd.

Erickson and Associates, Ltd.
Fargo, North Dakota

October 2, 2014



Grand Forks Bean Company, Inc.
BALANCE SHEET
As of September 30, 2014 & 2013

Report for Period 03	Current YTD Amount	Last YTD Amount
ASSETS		
CURRENT ASSETS:		
Cash on Hand & Bank	$160,337.42	$59,578.16
TOTAL CASH & CASH EQUIVALENTS	$160,337.42	$59,578.16
Accounts Receivable	$51,312.15	$12,220.00
Other Receivables	25,760.63	45,180.00
Customer Purchase Advances	2,242.10	2,242.10
Prepaid Expenses	0.00	28,236.65
Accrued Income	75,483.56	25,381.75
Beans In Transit	20,752.50	10,750.00
Bean Inventory	1,245,348.00	3,344,008.74
Merchandise Inventory	0.00	8,084.00
TOTAL CURRENT ASSETS	$1,581,236.36	$3,535,681.40
OTHER ASSETS:		
TOTAL OTHER ASSETS	$0.00	$0.00
PROPERTY, PLANT & EQUIPMENT:		
Buildings & Equipment	$563,740.61	$602,644.00
Current Year Additions	12,810.00	0.00
Less: Accum. Depreciation	(444,961.91)	(451,498.79)
Real Estate-At Cost	29,600.00	29,600.00
NET PROPERTY,PLANT & EQUPIMENT	$161,188.70	$180,745.21
TOTAL ASSETS	$1,742,425.06	$3,716,426.61

See Accountants Compilation Report

Grand Forks Bean Company, Inc.
BALANCE SHEET
As of September 30, 2014 & 2013

Report for Period 03	Current YTD Amount	Last YTD Amount
LIABILITIES & EQUITY		
CURRENT LIABILITIES:		
Outstanding Checks	$5,934.47	$34,957.93
Unsettled Bean Payable	0.00	1,099,440.24
Accounts Payable	5,000.00	147,325.18
Bean & Wage Taxes Payable	(130.25)	2,713.09
Accrued Expenses	9,511.33	6,639.34
Accrued Loss, Open Contracts	172,113.50	6,905.35
Delayed Pricing Contracts	718,290.20	1,203,117.08
Advances On Bean Contracts	140,230.00	0.00
Seasonal Loans	946,181.42	827,412.77
Term Debt-Current Portion	13,075.23	41,227.38
TOTAL CURRENT LIABILITIES	$2,010,205.90	$3,369,738.36
LONG-TERM LIABILITIES:		
Note Payable	$0.00	$218,714.31
Note Payable-SBA	201,036.29	213,422.51
Less: Current Portion-Notes	(13,075.23)	(41,227.38)
NET LONG-TERM LIABILITIES	$187,961.06	$390,909.44
STOCKHOLDERS' EQUITY:		
Paid In Capital	$174,609.69	$0.00
Retained Earnings	(254,123.21)	43,783.01
Net Profit (Loss)	(376,228.38)	(88,004.20)
TOTAL STOCKHOLDERS' EQUITY	($455,741.90)	($44,221.19)
TOTAL LIABILITIES & EQUITY	$1,742,425.06	$3,716,426.61

See Accountants Compilation Report

Grand Forks Bean Company, Inc.
Statement of Operations

For the period ending September 30, 2014 & 2013

See page 10 for Notes

Report for Period 3		Y-T-D Margin	Current Period	Year-To-Date	Prior Year-To-Date	Budget
PINTO BEANS	CWT	(-99.6653)	($300,540.61)	($300,540.61)	$326.15	$0
SPLITS	CWT	5.5312	3,457.00	3,457.00	0.00	0
TOTAL BEANS			($297,083.61)	($297,083.61)	$326.15	$0
TOTAL MERCHANDISE			$0.00	$0.00	$0.00	$0
MERCHANDISING INCOME			($297,083.61)	($297,083.61)	$326.15	$0
SERVICE & OTHER INCOME:						
LOCAL STORAGE & HANDLING			$0.00	$0.00	$2,945.36	$0
TOTAL OTHER INCOME			$0.00	$0.00	$2,945.36	$0
GROSS OPERATING PROFIT			($297,083.61)	($297,083.61)	$3,271.51	$0
TOTAL EXPENSES			$79,144.77	$79,144.77	$91,275.71	$0
NET LOCAL PROCEEDS			($376,228.38)	($376,228.38)	($88,004.20)	$0
ADD: REGIONAL PATRONAGE			$0.00	$0.00	$0.00	$0
NET PROFIT FOR PERIOD			($376,228.38)	($376,228.38)	($88,004.20)	$0

Grand Forks Bean Company, Inc.
Statement of Expenses
For the period ending September 30, 2014 & 2013

Report for Period 3	Current Period	Year-To-Date	Prior Year-To-Date	Budget
EXPENSES				
SALARIES & WAGES	$26,130.00	$26,130.00	$26,124.00	$0
WAGE TAXES	1,998.95	1,998.95	1,998.49	0
EMPLOYEE INSURANCES	8,523.28	8,523.28	7,163.82	0
401K & PROFIT SARING	269.50	269.50	1,250.00	0
UNEMPLOYMENT TAXES	248.24	248.24	58.38	0
WORKMENS COMPENSATION	500.00	500.00	604.38	0
REPAIRS-PLANT & EQUIP.	3,187.32	3,187.32	12,123.02	0
REPAIRS & LIC-MOBILE	105.40	105.40	3,986.08	0
GAS & FUEL	675.99	675.99	1,572.39	0
INSURANCE, BONDS, ETC.	5,142.00	5,142.00	4,942.25	0
PROPERTY TAXES	2,600.00	2,600.00	2,641.53	0
UTILITIES	1,124.06	1,124.06	2,021.41	0
TELEPHONE, MARKETS	892.92	892.92	1,353.21	0
PLANT SUPPLIES	1,024.32	1,024.32	1,120.94	0
OFFICE SUPPLIES	551.84	551.84	402.87	0
BANK CHARGES	9.00	9.00	0.00	0
ADVERTISING & GIFTS	0.00	0.00	1,100.00	0
DUES & SUBSCRIPTIONS	325.00	325.00	0.00	0
PROFESSIONAL FEES	2,450.00	2,450.00	2,350.00	0
LEGAL & OTHER FEES	807.66	807.66	824.94	0
PEST CONTROL	90.00	90.00	135.00	0
MISC. EXPENSES	2,487.61	2,487.61	169.99	0
SEASONAL INTEREST EXPENSE	10,497.05	10,497.05 ✓	7,674.32	0
TERM INTEREST EXPENSE	3,484.63	3,484.63 ✓	5,356.69	0
DEPRECIATION	6,020.00	6,020.00 ✓	6,300.00	0
TOTAL EXPENSES	$79,144.77	$79,144.77	$91,275.71	$0

Grand Forks Bean Company, Inc.
Statement of Receipts and Sales

For the period ending September 30, 2014 & 2013

RECEIPTS Report for Period 3		Current Period	Year-To-Date	Prior Year-To-Date
PINTO BEANS	CWT	0	0	49,918
SPLITS	CWT	231	231	0
Total	CWT	231	231	49,918

SALES Report for Period 3		Current Period	Year-To-Date	Prior Year-To-Date	Budget
PINTO BEANS	CWT	3,016	3,016	175	0
SPLITS	CWT	625	625	0	0

CURRENT INVENTORY PRICING:

Commodity	Current Inventory (Units)	Price	Amount	Storage Liability (Units)	Price	Amount
PINTO BEANS	51,869.50	$24.00	$1,245,348.00	0.00	$0.00	$0.00
			$1,245,348.00			$0.00

Working Capital Analysis

	September 2014	June 2014	September 2013
Available Working Capital:	($428,969.54)	($59,097.86)	$165,943.04

	PINTO BEANS
Inventory	51,890
Terminal Storage	
In Transit--PL	
Cont. Purchase-Cur-TA	20,000
Cont. Purchase-NC-TA	
SubTotal	71,890
Less	
Storage Liability	
B/F Liability	
P/L Liability	31,176
G/B Liability	
Open Storage	
Sold TA-Current	13,790
Sold TA-New Crop	
SubTotal	44,966
Long(Short) Market	26,924

GRAND FORKS BEAN COMPANY, INC.
Statement Of Changes In Working Capital

	Period Ended 9-30-14	Period Ended 9-30-13
Working Capital Provided By:		
Net Proceeds (Loss) For The Period	$ (376,228.38)	$ (88,004.20)
Net Local Proceeds (Loss)	$ (376,228.38)	$ (88,004.20)
Depreciation (Not Requiring Working Capital)	6,020.00	6,300.00
Basis in Fixed Assets Disposed	15,101.18	
Paid In Capital	174,609.69	
Working Capital Provided	$ (180,497.51)	$ (81,704.20)
Working Capital Applied To:		
Purchase Of Fixed Assets	$ 12,810.00	$ -
Long Term Debt Payments	200,200.69	10,006.67
Reclassification of Term Debt Current	(29,636.52)	483.15
Shareholder Draws	6,000.00	23,000.00
Working Capital Applied	$ 189,374.17	$ 33,489.82
Net Change In Working Capital	$ (369,871.68)	$ (115,194.02)
Working Capital Beginning Of Year	(59,097.86)	281,137.06
Working Capital End Of Period	$ (428,969.54)	$ 165,943.04

GRAND FORKS BEAN COMPANY, INC.
Statistical Worksheet

	09/30/2014	09/30/2013	09/30/2012	09/30/2011	09/30/2010
Balance Sheet Statistics					
Working Capital	$ (428,969.54)	$ 165,943.04	$ (9,810.70)	$ 149,456.81	$ 204,251.05
Net Long-Term Debt	$ 187,961.06	$ 390,909.44	$ 431,974.54	$ 480,888.58	$ 516,455.28
Net Worth	$ (455,741.90)	$ (44,221.19)	$ (232,104.22)	$ (77,777.73)	$ 10,321.22
Profitability					
Net Proceeds (Loss)	$ (376,228.38)	$ (88,004.20)	$ (189,930.40)	$ 6,989.87	$ (125,133.08)
Volume					
Gross Sales Dollars	$ (76,430.85)	$ 75,290.61	$ 1,147,048.81	$ 3,014.00	$ 5,324.00
Pinto Bean Receipts (Cwt.)	0	49,918	86,726	32,383	46,459
Margins Per Cwt.	$ (99.6653)	$ 1.8637	$ (2.5890)	$ 1,526.2525	$ (54.1940)
Storage & Handling	$ -	$ 2,945.36	$ (18,538.73)	$ (11,128.44)	$ -
Expenses					
Salaries & Benefits	$ 37,669.97	$ 37,199.07	$ 44,812.28	$ 47,893.97	$ 62,594.37
Repairs & Petroleum Costs	3,968.71	17,683.49	5,801.81	2,788.48	2,265.69
Interest Expenses	13,981.68	13,031.01	15,137.20	18,704.16	7,577.71
Depreciation	6,020.00	6,300.00	11,370.00	17,200.00	17,250.00
Other Expenses	17,504.41	17,062.14	17,160.11	14,290.27	17,952.44
Total	$ 79,144.77	$ 91,275.71	$ 94,281.40	$ 100,876.88	$ 107,640.21
Accounts Receivable Aging					
0 to 30 Days					$ 3,190.00
31 to 60 Days					1,100.00
61 to 90 Days					6,080.00
Over 90 Days	51,312.15	12,220.00	72,904.00	64,430.00	70,970.00
Total	$ 51,312.15	$ 12,220.00	$ 72,904.00	$ 64,430.00	$ 81,340.00

ANNUAL FINANCIAL REPORT

GRAND FORKS BEAN COMPANY, INC.

GRAND FORKS, NORTH DAKOTA

FOR PERIOD: JULY 1, 2012 TO JUNE 30, 2013

AND

FOR PERIOD: JULY 1, 2011 TO JUNE 30, 2012

Date of Incorporation - July 7, 2005

Authorized Capital Stock - $50,000

TODD MCGURK, PLANT MANAGER & OWNER

Dan Mitzel, Assistant
Randy Miller, Assistant

OFFICERS & DIRECTORS

Todd McGurk, President/Secretary

Erickson and Associates, Ltd.
3332 4th Avenue SW • Suite 2A
Fargo, ND 58103-2201

Telephone: (701) 232-8400

INDEPENDENT ACCOUNTANT'S REPORT

Board of Directors
Grand Forks Bean Co., Inc.
2120 N. Washington St.
Grand Forks, ND 58203

We have reviewed the accompanying balance sheets of Grand Forks Bean Company, Inc. as of June 30, 2013 and 2012 and the related statements of income, stockholders' equity and cash flows for the years then ended. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to preform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Respectfully submitted,

Erickson and Associates, Ltd.

Erickson and Associates, Ltd
Fargo, North Dakota

July 31, 2013

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GRAND FORKS BEAN COMPANY, INC.

GRAND FORKS, NORTH DAKOTA

BALANCE SHEET

FOR YEARS ENDING JUNE 30,

	2013	2012
ASSETS		
Current Assets		
Cash and Cash Equivalents:		
Cash on Hand and in Bank	$ 227,776.84	$ 52,373.55
Receivables:		
Accounts Receivable	$ 22,660.00	$ 152,685.00
Other Trade Receivables	45,180.00	
Payroll Advances	2,242.10	2,242.10
Accrued Income	22,436.39	52,265.39
Accrued Gain, Open Contracts		27,500.00
Edible Beans in Transit - Net of Advances	480,599.00	166,500.00
Total Receivables	$ 573,117.49	$ 401,192.49
Inventories:		
Edible Bean Inventory	$ 1,527,485.70	$ 1,675,835.40
Merchandise Inventory	8,084.00	
Total Inventory	$ 1,535,569.70	$ 1,675,835.40
Prepaid Items	6,846.90	2,072.08
Total Current Assets	$ 2,343,310.93	$ 2,131,473.52
Property, Plant, and Equipment		
Plant and Equipment - at cost	$ 602,644.00	$ 591,770.46
Less: Accumulated Depreciation	(445,198.79)	(400,319.44)
Real Estate - at cost	29,600.00	29,600.00
Net Property, Plant, and Equipment	$ 187,045.21	$ 221,051.02
TOTAL ASSETS	$ 2,530,356.14	$ 2,352,524.54

(See accompanying notes and accountant's report)

LIABILITIES AND STOCKHOLDER'S EQUITY

	2013	2012
Current Liabilities:		
Outstanding Checks	$ 191,195.32	$ 51,545.00
Bean Related Payables:		
Priced Beans Payable	$ 398,845.81	$ 41,906.00
Delayed Pricing Liability	335,187.57	908,629.27
Accrued Liability, Open Contracts	84,420.00	
Total Bean Related Payables	$ 818,453.38	$ 950,535.27
Miscellaneous Payables:		
Accounts Payable	$ 45,382.02	$ 32,678.32
Accrued Expenses	12,986.15	17,090.36
Total Miscellaneous Payables	$ 58,368.17	$ 49,768.68
Seasonal Loans & Current Notes:		
Seasonal Loan - Bremer Bank	$ 953,412.77	$ 850,000.00
Long-Term Debt, Current Portion	40,744.23	38,868.20
Total Seasonal Loans & Current Notes	$ 994,157.00	$ 888,868.20
Total Current Liabilities	$ 2,062,173.87	$ 1,940,717.15
Long Term Liabilities:		
Notes Payable	$ 442,143.49	$ 480,849.41
Less: Current Portion	(40,744.23)	(38,868.20)
Total Long Term Liabilities	$ 401,399.26	$ 441,981.21
Stockholder's Equity:		
Capital Stock Common (Authorized 5,000 Shares @ $10.00 par value, 0 shares Issued & Outstanding issued and outstanding		
Retained Earnings	66,783.01	(30,173.82)
Total Stockholder's Equity	$ 66,783.01	$ (30,173.82)
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	$ 2,530,356.14	$ 2,352,524.54

(See accompanying notes and accountant's report)

STATEMENT OF CHANGES IN STOCKHOLDER'S EQUITY

FOR PERIOD: JULY 1, 2012 TO JUNE 30, 2013

	Retained Earnings
Balance as of 7-1-2012	$ (30,173.82)
Stockholders' Distributions	(161,835.25)
Current Year Profit	258,792.08
BALANCE AS OF 6-30-2013	$ 66,783.01

FOR PERIOD: July 1, 2011 to June 30, 2012

	Retained Earnings
Balance as of 7-1-2011	$ (84,767.60)
Stockholders' Distributions	(1,191.43)
Current Year Profit	55,785.21
BALANCE AS OF 6-30-2012	$ (30,173.82)

(See accompanying notes and accountant's report)

STATEMENT OF INCOME

FOR YEARS ENDING JUNE 30,

	2013	2012
GROSS SALES	$ 3,917,815.86	$ 2,198,813.07
Deduct Cost of Sales:		
Beginning Net Inventory	$ 1,675,835.40	$ 1,157,254.92
Purchases During Year	3,128,318.65	2,227,613.68
Less: Ending Net Inventory	(1,535,569.70)	(1,675,835.40)
Total Cost of Sales	$ 3,268,584.35	$ 1,709,033.20
GROSS PROCEEDS FROM TRADING	$ 649,231.51	$ 489,779.87
Add: Storage & Handling, Local	$ (16,779.82)	$ 49,758.02
Customer Finance Charges	2,528.00	1,032.29
Miscellaneous Income	400.00	
Total Service & Other Income	$ (13,851.82)	$ 50,790.31
GROSS INCOME	$ 635,379.69	$ 540,570.18
Less: General Expenses	$ 281,003.87	$ 339,128.14
Bad Debts Expense		7,565.05
Interest	49,146.12	69,867.77
Depreciation	46,437.62	68,224.01
Total Expenses	$ 376,587.61	$ 484,784.97
NET INCOME/(LOSS)	$ 258,792.08	$ 55,785.21

(See accompanying notes and accountant's report)

STATEMENT OF CASH FLOWS

FOR YEARS ENDING JUNE 30,

	2013	2012
Cash Provided by (Used for) Operations:		
Net Income for the Year	$ 258,792.08	$ 55,785.21
Add (Deduct) Non-Cash Items:		
Depreciation	46,437.62	68,224.01
Changes in Certain Elements of Working Capital:		
Receivables	(171,925.00)	346,974.03
Inventories	140,265.70	(518,580.48)
Prepaids	(4,774.82)	10,478.89
Payables	(123,482.40)	70,426.84
Cash Provided by (Used for) Operations	$ 145,313.18	$ 33,308.50
Cash Provided by (Used for) Investing Activities:		
Purchase of Fixed Assets	$ (12,431.81)	$ (18,420.99)
Cash Provided by (Used for) Investing Activities	$ (12,431.81)	$ (18,420.99)
Cash Provided by (Used for) Financing Activities:		
Outstanding Checks	$ 139,650.32	$ 40,582.64
Acquisition (Reduction) of Seasonal Loan	103,412.77	10,000.00
Payments on Long-Term Notes Payable	(38,705.92)	(46,149.78)
Stockholders' Distributions	(161,835.25)	(1,191.43)
Cash Provided by (Used for) Financing Activities	$ 42,521.92	$ 3,241.43
Increase (Decrease) in Cash and Cash Equivalents	$ 175,403.29	$ 18,128.94
Cash and Cash Equivalents, JULY 1	52,373.55	34,244.61
CASH AND CASH EQUIVALENTS, JUNE 30	$ 227,776.84	$ 52,373.55
Interest Paid	$ 52,366.49	$ 68,095.80

(See accompanying notes and accountant's report)

GRAND FORKS BEAN COMPANY, INC.

NOTES TO FINANCIAL STATEMENTS

FOR YEAR ENDED JUNE 30, 2013

Note 1 - Summary of Significant Accounting Policies

Nature of Operations: The Company is an S-Corporation, operating in the edible bean and custom cleaning business, which includes the merchandising of dry edible beans. The Company and its stockholders elected to be taxed as a Sub-Chapter S Corporation for federal and state income tax purposes. Under this election, the company is not subject to federal or state income taxes. Instead shareholders are taxed on their share of the corporate taxable earnings.

General Method of Accounting: For financial statement purposes, the Company is utilizing the accrual basis of reporting.

Use of Estimates: Management uses estimates and assumptions in preparing financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Fair Value Measurements: The Company determines the fair value of certain assets and liabilities in accordance with the provisions of FASB ASC 820 "Fair Value Measurements and Disclosures". Fair value is defined as the price that would be received to sell an asset, or the price that would be paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The standard establishes a valuation hierarchy, which prioritizes the valuation inputs into three broad levels as follows:

Level 1: inputs consist of quoted prices in active markets for identical assets and liabilities.

Level 2: inputs consist of quoted prices for similar assets and liabilities in active markets, or inputs that are observable for the asset or liability, either directly or indirectly through market corroboration.

Level 3: inputs consist of unobservable inputs based on the Company's own assumptions used to measure assets and liabilities at fair value.

Subsequent Events: Management has evaluated subsequent events through July 31, 2013, the date the financial statements were available to be issued.

Concentration Risk:

1. The company primarily transacts its' business with one financial institution. Deposits in this financial institution periodically exceed FDIC's insured limits with this financial institution. Deposits in this financial institution totaled $38,542.59 as of June 30, 2013.

2. The company grants credit to customers', substantially all of who are local residents in the trade area, who are primarily involved in agribusiness. Most of the credit granted is unsecured with no collateral policy.

Note 2 - Cash Equivalents

The Company considers all liquid investments with original maturities of three months or less to be cash equivalents. Cash equivalents consist of cash on hand and deposits in the bank.

Note 3 - Receivables

1. Accounts Receivable - are from sales of bean seed and services to its agricultural customers. The Company evaluates the collectibility of all receivables at year-end. Amounts considered uncollectible are written off using the direct write-off method. Aging of accounts receivables are as follows:

	6/30/2013	6/30/2012
30 Days & Under	$ 8,900.00	$ 121,165.00
31 Days to 60 Days		16,500.00
61 Days to 1 Year		
1 Year & Over	13,760.00	15,020.00
Total Accounts Receivable	$ 22,660.00	$ 152,685.00

2. Other Trade Receivables - is a receivable from the company's insurance provider in 2013 for the balance of stock liability coverage from fire damage in March of 2013.

3. Payroll Advances - Advances are given to employees which will be deducted from future payroll.

4. Accrued Income - represents accrued service charges on edible beans on open delayed pricing contracts.

5. Edible Beans in Transit - is a receivable for inventory that has been shipped as of the balance sheet date and payment was received in the subsequent period. The transit grain is priced according to confirmation of sales or actual returns and net of any applicable advances.

Note 4 - Inventories

1. Edible bean inventories and all corresponding bean liabilities have been designated as a hedged item in a fair value hedge. These bean inventories and their corresponding liabilities are valued at market value. Edible bean inventories are shown net of any advances given on inventory sold on sales contracts not yet delivered.

2. Merchandise inventories consist of bean seed and are valued at lower of cost or market.

Note 5 - Prepaid Items

Prepaid items are expenses, merchandise order, or credits for returns. These items are either expenses paid in advance or credits that have not yet been received. The major categories of prepaid items are as follows:

	6/30/2013	6/30/2012
Prepaid General Expenses	$ 6,846.90	$ 2,072.08
Total Prepaid Items	$ 6,846.90	$ 2,072.08

Note 6 - Property, Equipment and Depreciation

Property and equipment are carried at cost. Depreciation is calculated using various methods over their estimated useful lives. Maintenance and repair costs are expensed as incurred. Expenditures, which materially increase values or extend the useful life of existing fixed assets, are capitalized.

Estimated useful lives of assets for depreciation are as follows:

	Cost	Accumulated Depreciation	Useful Life
Buildings	$ 245,100.00	$ 123,150.00	5 to 40 Years
Equipment	302,131.81	290,655.13	5 to 20 Years
Mobile Equipment	55,412.19	31,393.66	5 to 10 Years
Total	$ 602,644.00	$ 445,198.79	

Impairment of Long-Lived Assets

Management has reviewed the fixed assets for impairment. In regards to the carrying value of its fixed assets, management feels that by using accelerated useful lives for depreciation, the carrying value of its fixed assets reflects market value.

Note 7 - Bean Related Payables

1. Priced Beans Payable - is a payable for beans on a priced assembly sheet. The customer has either not yet requested payment or signed a deferred payment contract for payment at a later date.

2. Delayed Pricing Liability - represents a payable for beans on a delayed pricing contract or on an assembly sheet with a delayed pricing designation. The beans are not priced in any form, but title to the beans has passed to the company.

3. Derivative Contract Accruals - the company utilizes forward purchase and sales contracts to hedge against price level change risk in bean inventories and bean liabilities. These contracts are considered a fair value hedge. Gains and losses on these designated fair value hedge derivatives are included within the cost of goods sold of these bean items. The open contractual obligations are compared to market value and any corresponding accrued gain or loss are booked to the income statement and included in the cost of goods sold. Details of derivative contracts are as follows:

	6/30/2013	6/30/2012
Accrued Equity in Bean Purchase Contracts	$ 95,080.00	$ -
Accrued Equity in Bean Sales Contracts	(179,500.00)	27,500.00
Net Equity in Open Contracts	$ (84,420.00)	$ 27,500.00

Note 8 - Miscellaneous Payables

1. Accounts Payables - are payables to vendor of the company in the normal course of business.

2. Accrued Expenses - are expenses incurred in the business year but not paid until the subsequent period.

Note 9 - Seasonal Loans and Current Notes

The company has the following short-term line of credit with the following entity:

	Interest Rate	Amount Available	Balance due as of 6-30-2013
Bremer Bank, N.A. (Revolving Line of Credit)	(Variable)		
Operating Loan #45000997 Subject to Renewal 10-25-12	4.25%	$ 1,000,000.00	$ 953,412.77

Loan Covenants	Working Capital	Local Net Worth
Bremer Bank	$ 150,000	$ 50,000
6-30-13 Balance Sheet	$ 281,137	$ 66,783

Note 10 - Long-Term Debt - Notes Payable

Payee	Collateral	Maturity	Current Interest Rate	Balance Due	Portion Due within One Year
Alerus Financial Note #704121003 (Intermediate Term Loan Dated 9-28-2005) (Original Loan $400,000)	The Company has executed security agreements on the note whereby virtually all inventories, receivables, and fixed assets are assigned as collateral thereon.				
Quarterly payments of $11,087.12 starting Nov. 1st, 2005		8-1-2020	(Fixed) 4.44%	$ 225,727.80	$ 28,524.53
Small Business Administration Note #910233-40-02 12-29-2005 (Original Loan $289,000)	The Company has executed security agreements on the note whereby virtually all inventories, receivables, and fixed assets are assigned as collateral thereon.				
Monthly payments of $2,215.72 starting March 1st, 2006		2-1-2026	(Fixed) 6.644%	216,415.69	12,219.70
		Total		$ 442,143.49	$ 40,744.23

Minimum Term Payments:	Amount
6/30/2014	$ 40,744.23
6/30/2015	42,711.75
6/30/2016	44,775.16
6/30/2017	46,939.29
6/30/2018	49,209.02
Thereafter	217,764.04
Total	$ 442,143.49

Note 11 - Income Taxes

The company is organized as an S Corporation. The company and its shareholders elected to be taxed as a Sub Chapter S Corporation for federal and state income tax purposes. Under this election, the company is not subject to federal or state income taxes. Instead shareholders are taxed on their share of the corporate taxable earnings.

Note 12 - Employee Retirement Plan

The company established a retirement plan under section 401(K) of the Internal Revenue Code. The plan covers eligible employees who have completed one year of service with a minimum of 1,000 hours worked during that same period. The company contributes a minimum of 3% of eligible employee's compensation. The expense for year-end June 30, 2013 is $2,536.80 and for June 30, 2012 is $2,377.20.

Note 13 - Advertising Costs	2013	2012
Costs for producing and distributing advertising are expensed as incurred. Advertising expenses totaled:	$4,338.43	$1,561.22

Note 14 - Fair Value Measurements

The following table presents assets and liabilities that are carried at fair value, measured on a recurring basis. The classification of an asset or liability within the hierarchy is determined based on the lowest level of input that is significant to the fair value measurement.

	Fair Value Measurements at June 30, 2013		
	Quoted Prices In Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:			
Edible Bean Inventories		$ 1,527,485.70	
Liabilities:			
Delayed Pricing Liability		$ 335,187.57	
Open Contracts Accrual		$ 84,420.00	

	Fair Value Measurements at June 30, 2012		
	Quoted Prices In Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:			
Open Contracts Accrual		$ 27,500.00	
Edible Bean Inventories		$ 1,675,835.40	
Liabilities:			
Delayed Pricing Liability		$ 908,629.27	

Note 15 - Market Position

	(Cwt.) Pinto Beans	(Cwt.) Pinto Splits
Inventory	36,853	3,559
Purchase Contracts - N/B TA	2,000	
Purchase Contracts - N/C TA	24,000	
TOTALS	62,853	3,559
Delayed Pricing Liability	8,690	
Sales Contracts - N/B TA	4,000	
Sales Contracts - N/C TA	30,000	
TOTALS	42,690	-
Long (Short) with Market	20,163	3,559

The Company is contingently liable for market fluctuation on the long or short bean position that is reflected on its market position.

Note 16 - Contingent Liabilities and Commitments

The Company is contingently liable for quality and grade of edible beans it has on warehouse receipts, open assembly sheets, and price later contracts.

Board of Directors
Grand Forks Bean Company, Inc.
2120 N. Washington St.
Grand Forks, ND 58203

INDEPENDENT ACCOUNTANT'S REPORT ON SUPPLEMENTARY INFORMATION

Our review has been made primarily for the purpose of expressing limited assurance that there are no material modifications that should be made to the financial statements in order for them to be in conformity with generally accepted accounting principles. The supplementary financial information contained on pages 13 through 28 has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements. Based on our review, we are not aware of any material modifications that should be made to the accompanying supplementary financial information in order for it to be in conformity with generally accepted accounting principles.

Erickson and Associates, Ltd.

Erickson and Associates, Ltd.
Fargo, North Dakota

July 31, 2013

STATEMENT OF GENERAL EXPENSES

FOR YEARS ENDING JUNE 30,

	2013	2012
Salaries & Wages	$ 118,352.20	$ 211,144.06
Contract Labor	533.10	0.00
Payroll Taxes	9,053.96	16,152.55
Employee Insurances	27,566.58	26,884.68
Retirement Plan	2,536.80	2,377.20
Unemployment Taxes	415.22	358.44
Workmen's Compensation	1,528.90	1,739.70
Employee Related Expenses	$ 159,986.76	$ 258,656.63
Repairs - Plant & Equipment	18,478.48	3,679.59
Repairs - Rolling Stock	4,220.71	3,624.89
Grounds Maintenance	9,323.95	168.83
Gas & Fuel Expense	5,826.92	6,311.25
Insurance, License, & Bonds	16,945.00	15,135.00
Property Taxes	8,671.50	8,153.29
Utilities	14,244.93	11,955.67
Telephone & Market Services	3,545.74	3,907.53
Plant Supplies	5,988.95	989.40
Office Supplies	5,721.59	1,121.63
Bank Charges	205.00	1,103.90
Advertising & Customer Gifts	4,338.43	1,561.22
Dues & Subscriptions	1,675.40	728.26
Professional Fees	9,300.00	8,900.00
Legal & Other Fees	5,974.92	7,731.02
Pest Control	630.00	490.00
Mileage, Meetings, & Travel	3,000.00	3,248.04
Cash Short	60.00	
Miscellaneous Expense	2,865.59	1,661.99
TOTAL GENERAL EXPENSES	$ 281,003.87	$ 339,128.14

(See accountant's report on supplementary information)

COMMODITIES HANDLED

FOR YEAR ENDING JUNE 30,

Commodity	2013 New Receipts Net Cwt.	2012 New Receipts Net Cwt.	2013 Sales Net Cwt.	2012 Sales Net Cwt.
Pinto Beans	90,164	45,147	87,265	45,734
TOTAL HANDLED	90,164	45,147	87,265	45,734
Splits - Cwt.			4,000	441
Merchandise Sales - Dollars:				
Edible Bean Seed			$ 55,548.00	$ 167,545.00

(See accountant's report on supplementary information)

WEIGHT STATEMENT

JUNE 30, 2012

Commodity	Book Inventory	Measured Or Actual Inventory	Potential Overage (Shortage)	Overages (Shortages) Recognized	Overages (Shortages) Not Recognized
Pinto Beans - CWT					
Pinto Splits - CWT					

Note: No Pinto Bean Measurement Taken, Book Inventory Used

NOTE: INVENTORY ADJUSTMENTS MADE DURING THE YEAR

Pinto Splits	09/30/12	3,000.00	Cwt. Overage Per Measure Up

(See accountant's report on supplementary information)

STATEMENT OF GROSS MARGINS ON SALES

FOR THE YEAR ENDING JUNE 30, 2013 & 2012

For The Year Ended June 30, 2013

Commodity	Cost of Sales	Sales	Gross Margins	Per Unit Margin
Pinto Beans	$ 3,159,058.15	$ 3,801,426.58	$ 642,368.43	$ 7.3611 Cwt.
Splits	60,587.00	60,841.28	254.28	0.0636 Cwt.
Total Beans	$ 3,219,645.15	$ 3,862,267.86	$ 642,622.71	16.64%
Merchandise:				
Bean Seed	$ 48,939.20	$ 55,548.00	$ 6,608.80	11.90%
GRAND TOTALS	$ 3,268,584.35	$ 3,917,815.86	$ 649,231.51	16.57%

For The Year Ended June 30, 2012

Commodity	Cost of Sales	Sales	Gross Margins	Per Unit Margin
Pinto Beans	$ 1,636,524.97	$ 2,019,694.27	$ 383,169.30	$ 8.3782 Cwt.
Splits	(91,967.50)	11,573.80	103,541.30	234.7875 Cwt.
Total Beans	$ 1,544,557.47	$ 2,031,268.07	$ 486,710.60	23.96%
Merchandise:				
Bean Seed	$ 164,475.73	$ 167,545.00	$ 3,069.27	1.83%
GRAND TOTALS	$ 1,709,033.20	$ 2,198,813.07	$ 489,779.87	22.27%

(See accountant's report on supplementary information)

STATEMENT OF CHANGES IN WORKING CAPITAL

FOR YEARS ENDING JUNE 30,

	2013	2012
Working Capital Provided by:		
Net Income For The Year	$ 258,792.08	$ 55,785.21
Adjustment To Income:		
Depreciation, Not Requiring Working Capital	46,437.62	68,224.01
Total Working Capital Provided	$ 305,229.70	$ 124,009.22
Working Capital Applied To:		
Purchase of Fixed Assets	$ 12,431.81	$ 18,420.99
Payments on Long-Term Notes - Alerus Financial	27,130.15	35,184.01
Payments on Long-Term Notes - SBA	11,575.77	10,965.77
Reclassification of Long-Term Debt - Current	1,876.03	2,198.37
Stockholders' Distributions	161,835.25	1,191.43
Total Working Capital Applied	$ 214,849.01	$ 67,960.57
Net Change in Working Capital	$ 90,380.69	$ 56,048.65
Working Capital as of JULY 1,	190,756.37	134,707.72
WORKING CAPITAL AS OF JUNE 30,	$ 281,137.06	$ 190,756.37

(See accountant's report on supplementary information)

CASH ON HAND AND IN BANK

JUNE 30, 2013

Cash on Hand, as per books, 6-30-2013 Verified by Physical Count, 7-3-2013	$ 189,234.25
Cash in Bremer Bank, N.A., Grand Forks, ND: Their Credit Balance, as per statement, 6-30-13 Checking Account #3636426	38,542.59
TOTAL CASH ON HAND AND IN BANK	$ 227,776.84

ACCOUNTS RECEIVABLE

JUNE 30, 2013

Name	1 Year & Over	61 to 1 Year	31 to 60 Days	30 Days & Under	Total
Grafton Farmers Elev.	$ 6,880.00				$ 6,880.00
Nelson Farms				$ 3,560.00	3,560.00
Nelson, Brad				5,340.00	5,340.00
Nelson, Jason	6,880.00				6,880.00
TOTALS	$ 13,760.00	$ -	$ -	$ 8,900.00	$ 22,660.00

(See accountant's report on supplementary information)

OTHER TRADE RECEIVABLES

JUNE 30, 2013

Continental Western Insurance - Balance of Stock Insurance Coverage from Fire Damage	$ 45,180.00
TOTAL OTHER TRADE RECEIVABLES	$ 45,180.00

PAYROLL ADVANCES

JUNE 30, 2013

Randy Miller (employee)	$ 2,242.10
TOTAL PAYROLL ADVANCES	$ 2,242.10

ACCRUED INCOME

JUNE 30, 2013

Accrued Service Charges on Open Price Later Contracts	$ 22,436.39
TOTAL ACCRUED INCOME	$ 22,436.39

(See accountant's report on supplementary information)

EDIBLE BEANS IN TRANSIT

JUNE 30, 2013

P.W. Montgomery, LLC	$ 626,724.00
Russ Davis Wholesale	250.00
US Foodservice	5,625.00
Edible Beans in Transit	$ 632,599.00
Less: Sales Advances	(152,000.00)
TOTAL EDIBLE BEANS IN TRANSIT	$ 480,599.00

EDIBLE BEAN INVENTORY

JUNE 30, 2013

Commodity	Quantity	Price	Total
Pinto Beans	36,852.63 Cwt.	$ 40.00	$ 1,474,105.20
Pinto Splits	3,558.70 Cwt.	$ 15.00	53,380.50
TOTAL EDIBLE BEAN INVENTORY			$ 1,527,485.70

MERCHANDISE INVENTORY

JUNE 30, 2013

Edible Bean Seed:				
Pinto Bean Seed - Windchester	94.00 Cwt.	@	$86.00	$ 8,084.00
TOTAL MERCHANDISE INVENTORY				$ 8,084.00

(See accountant's report on supplementary information)

PREPAID ITEMS

JUNE 30, 2013

Prepaid Expenses:	Paid Through:	
Blue Cross Blue Shield of ND	10/1/2013	$ 6,846.90
TOTAL PREPAID ITEMS		$ 6,846.90

(See accountant's report on supplementary information)

FIXED ASSETS AND DEPRECIATION
GRAND FORKS BEAN COMPANY, INC.
FOR 12 MONTH PERIOD ENDING JUNE 30, 2013

Date Acq	Description	Meth/Life	Cost	Depr Basis	Beg A/Depr	Curr Depr	End A/Depr
ASSET A/C#: 100 - BUILDINGS							
09/28/05	Office 14'x50'	MSL/15.00	8,600.00	8,600.00	3,726.65	573.33	4,299.98
09/28/05	Brock Bin 60M Bu.	MSL/15.00	56,200.00	56,200.00	24,353.35	3,746.67	28,100.02
09/28/05	Westeel 3300 Bu Hopper Bin	MSL/10.00	2,400.00	2,400.00	1,560.00	240.00	1,800.00
09/28/05	(2) 50'x100' Bean Stg Quonsets	MSL/15.00	117,000.00	117,000.00	50,700.00	7,800.00	58,500.00
09/28/05	50'x100'' Processing Plant	MSL/15.00	60,900.00	60,900.00	26,390.00	4,060.00	30,450.00
Grand totals: 100 - BUILDINGS (5 assets)			245,100.00	245,100.00	106,730.00	16,420.00	123,150.00
ASSET A/C#: 200 - EQUIPMENT							
09/28/05	Truck Scale 60'x40'	MSL/ 7.00	13,700.00	13,700.00	12,721.41	978.59	13,700.00
09/28/05	Dust System	MSL/ 7.00	24,000.00	24,000.00	22,285.71	1,714.29	24,000.00
09/28/05	2M Bu Receiving Leg & Pit	MSL/ 7.00	17,100.00	17,100.00	15,878.59	1,221.41	17,100.00
09/28/05	Ladders, Fill & Reclaim Conveyor	MSL/ 7.00	41,100.00	41,100.00	38,164.29	2,935.71	41,100.00
09/28/05	100' Top Conveyor - Brock Bin	MSL/ 7.00	6,500.00	6,500.00	6,035.71	464.29	6,500.00
09/28/05	72' Conveyor & Catwalk - Brock	MSL/ 7.00	11,300.00	11,300.00	10,492.88	807.12	11,300.00
09/28/05	75' Unload Conveyor - Brock Bin	MSL/ 7.00	9,200.00	9,200.00	8,542.88	657.12	9,200.00
09/28/05	Crippen LG388 2H/S Scalper Air	MSL/ 7.00	37,900.00	37,900.00	35,192.88	2,707.12	37,900.00
09/28/05	Crippen CP588 Air Cleaner	MSL/ 7.00	37,900.00	37,900.00	35,192.88	2,707.12	37,900.00
09/28/05	Oliver 160A Gravity Separator	MSL/ 7.00	18,200.00	18,200.00	16,900.00	1,300.00	18,200.00
09/28/05	Oliver 6048A Destoner	MSL/ 7.00	12,100.00	12,100.00	11,235.71	864.29	12,100.00
09/28/05	Howe-Richardson G17 Bagger,	MSL/ 7.00	7,600.00	7,600.00	7,057.12	542.88	7,600.00
09/28/05	Bulk Rail Loadout Conveyor W/	MSL/ 7.00	7,600.00	7,600.00	7,057.12	542.88	7,600.00
09/28/05	Misc. Legs & Spouting	MSL/ 7.00	45,500.00	45,500.00	42,250.00	3,250.00	45,500.00
05/29/13 A	Model 100 Empress Sewing Head	MSL/ 7.00	4,419.46	4,419.46	0.00	315.67	315.67
06/25/13 A	4x4 5000# floor scale	MSL/ 7.00	1,665.18	1,665.18	0.00	118.94	118.94
Grand totals: 200 - EQUIPMENT (16 assets)			295,784.64	295,784.64	269,007.18	21,127.43	290,134.61
ASSET A/C#: 300 - MOBILE EQUIPMENT							
09/28/05	Cat T50B Forklift	MSL/ 7.00	3,300.00	3,300.00	3,064.29	235.71	3,300.00
09/28/05	Brudi #24200 Slip Sheet	MSL/ 7.00	2,000.00	2,000.00	1,857.12	142.88	2,000.00
09/28/05	1975 C6 Chevy Truck	MSL/ 7.00	2,000.00	2,000.00	1,857.12	142.88	2,000.00
09/28/05	Speedking 10"x70' Conveyor w/	MSL/ 7.00	2,000.00	2,000.00	1,857.12	142.88	2,000.00
09/28/05	Speedking 10"x40' Conveyor w/	MSL/ 7.00	1,300.00	1,300.00	1,207.12	92.88	1,300.00
09/28/05	2002 LS 180 Newholland Skidsteer	MSL/ 7.00	10,500.00	10,500.00	9,750.00	750.00	10,500.00
Grand totals: 300 - MOBILE EQUIPMENT (6 assets)			21,100.00	21,100.00	19,592.77	1,507.23	21,100.00
ASSET A/C#: 350 - VEHICLES							
03/28/12	2012 Ford 150	MSL/ 5.00	34,312.19	34,312.19	3,431.22	6,862.44	10,293.66
Grand totals: 350 - VEHICLES (1 assets)			34,312.19	34,312.19	3,431.22	6,862.44	10,293.66
ASSET A/C#: 500 - OFFICE EQUIPMENT							
10/31/05 D	HP Computer, Monitor &	MSL/ 5.00	1,558.27	1,558.27	1,558.27	0.00	1,558.27
10/24/12 A	HP 4000 Computer, Monitor,	MSL/ 5.00	2,350.08	2,350.08	0.00	235.01	235.01
12/05/12 A	New office furniture	MSL/ 7.00	2,070.26	2,070.26	0.00	147.88	147.88
06/12/13 A	Nordic Track X9i	MSL/ 7.00	1,926.83	1,926.83	0.00	137.63	137.63
Grand totals: 500 - OFFICE EQUIPMENT (4 assets)			7,905.44	7,905.44	1,558.27	520.52	2,078.79
Less: 1 Disposed assets (Current Depreciation:			1,558.27	1,558.27	1,558.27		1,558.27
Net totals: 500 - OFFICE EQUIPMENT (3 assets)			6,347.17	6,347.17	0.00	520.52	520.52
Grand totals for all accounts: (32 assets)			604,202.27	604,202.27	400,319.44	46,437.62	446,757.06
Less: 1 Disposed assets (Current Depreciation:			1,558.27	1,558.27	1,558.27		1,558.27
Net totals for all accounts: (31 assets)			602,644.00	602,644.00	398,761.17	46,437.62	445,198.79

(See accountant's report on supplementary information)

DISPOSED ASSETS

JUNE 30, 2013

Description		Acq	Sold	Cost	Accum. Depr.	Net Book Value	Selling Price	Gain (Loss)
Assets Disposed/Traded In December								
HP Computer, Monitor & Printer/Fax/Copier		10/31/05	12/31/12	1,558.27	1,558.27	0.00	0.00	0.00
Disposed Asset Totals for December	1 Disposed assets listed.			1,558.27	1,558.27	0.00	0.00	0.00
	0 Traded assets listed.			0.00	0.00	0.00		
	1 assets listed.			1,558.27	1,558.27	0.00		
Grand Totals	1 Disposed assets listed.			1,558.27	1,558.27	0.00	0.00	0.00
	0 Traded assets listed.			0.00	0.00	0.00		
	1 assets listed.			1,558.27	1,558.27	0.00		

* - Will not print on IRS Form 4797.

(See accountant's report on supplementary information)

REAL ESTATE

JUNE 30, 2013

DATE		
9-28-05	Lot Two(2), Block One(1), State Mill Addition to Grand Forks, ND	$29,600.00

(See accountant's report on supplementary information)

OUTSTANDING CHECKS

JUNE 30, 2013

(A detailed list may be found in the office.)	$ 191,195.32

PRICED BEANS PAYABLE

JUNE 30, 2013

Commodity	Quantity	Price	Total
Pinto Beans	12,589.83 Cwt.	$ 31.68	$ 398,845.81
TOTAL PRICED BEANS PAYABLE			$ 398,845.81

DELAYED PRICING LIABILITY

JUNE 30, 2013

Commodity	Quantity	Price	Total
Pinto Beans	8,690.37 Cwt.	$ 38.57	$ 335,187.57
TOTAL DELAYED PRICING LIABILITY			$ 335,187.57

(See accountant's report on supplementary information)

ACCRUED GAINS AND LOSSES ON OPEN CONTRACTS

JUNE 30, 2013

Purchases Contracts:							
TA N/B	Pintos	2,000	Cwt.	@	$ 39.50		
		6-30-13 Value			40.00		
		Accrued Gain			$ 0.50	$	1,000.00
TA N/C	Pintos	24,000	Cwt.	@	$ 36.08		
		6-30-13 Value			40.00		
		Accrued Gain			$ 3.92		94,080.00
Sales Contracts:							
TA N/B	Pintos	4,000	Cwt.	@	$ 37.50		
		Margin			(3.00)		
					34.50		
		6-30-13 Value			40.00		
		Accrued Loss			$ (5.50)		(22,000.00)
TA N/C	Pintos	30,000	Cwt.	@	$ 38.75		
		Margin			(4.00)		
					34.75		
		6-30-13 Value			40.00		
		Accrued Loss			$ (5.25)	$	(157,500.00)
TOTAL ACCRUED GAINS AND LOSSES ON OPEN CONTRACTS						$	(84,420.00)

(See accountant's report on supplementary information)

ACCOUNTS PAYABLE

JUNE 30, 2013

Federal Withholding & FICA Taxes - Balance Overpaid	$ (5,800.02)
Unemployment Taxes - 2nd Quarter Fed & State	300.89
ND & MN State Withholding Taxes - 2nd Quarter	717.00
Employee Payroll Withholdings	3,914.30
Edible Bean Tax	3,559.65
Continental Western Ins. - Advance Estimate on Property Damaged by Fire not yet repaired	21,480.20
DW Sturt - Brokerage Commissions	8,920.00
Burlington Northern Santa FE - Pinto Freight Charges	10,000.00
Treasure Valley Seed	2,290.00
TOTAL ACCOUNTS PAYABLE	$ 45,382.02

ACCRUED EXPENSES

JUNE 30, 2013

Accrued Interest Expense: Long Term - Alerus Financial	$ 1,669.19
Erickson & Associates, Ltd. - Professional Fees	3,720.00
Grand Forks County - Property Taxes	7,000.00
Miscellaneous Expenses Paid After Cutoff	596.96
TOTAL ACCRUED EXPENSES	$ 12,986.15

(See accountant's report on supplementary information)

INSURANCE IN FORCE

JUNE 30, 2013

Company	Inception Date	Expiration Date	Policy Number	Amount	Coverage	Premium
					Property Insurance:	
Continental Western Ins. Co. (Ag States Agency, LLC)	9-27-12	9-27-13	2903641.21	$780,000	Buildings & Equipment	
				$250,000	Newly Acquired Buildings & Equipment	
				$3,000,000	Inventory & Stock	
				$250,000	Newly Acquired Stock	
				$150,000	Mobile Equipment	
				$10,000	Tank Leakage	
				$10,000	Debris Removal and Pollutant Cleanup	
				$100,000	Mortgaged/Stolen Grain Coverage	
					Business Income:	
				$50,000	Combined Loss of Income & Extra Expense	
				$25,000	Accounts Receivable	
					Crime Insurance:	
				$50,000	Employee Fraud	
				$1,000	Money & Securities	
					Auto Insurance:	
				$1,000,000	Uninsured/Underinsured Motorist	
				$1,000,000	Liability	
					General Liability:	
				$1,000,000	Per Occurrence Limit	
				$2,000,000	General Aggregate	
				$5,000	Medical Payments per Accident	$15,065.00 A
					Umbrella Liability	
	9-27-12	9-27-13	N0101838	$1,000,000	Aggregate Limit	$1,000.00 A
First International, Insurance	11-20-12	11-20-13	66024305	$100,000	ND Warehouse Bond	$580.00 A

Loss Payee/Mortgages:

Alerus Financial, GF, ND
Dakota Certified Dev. Corp./SBA

(See accountant's report on supplementary information)

You should know...

North Dakota Public Service Commission — Issue G-1, Rev. January 2015

Selling Grain?

Know your rights and responsibilities regarding grading disputes, payment, storage rates, and handling fees.

North Dakota Public Service Commission

Commissioners:
Julie Fedorchak
Randy Christmann
Brian Kalk

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Bismarck ND
58505-0480

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NO GRAIN LICENSE— NO BOND PROTECTION

- Bond coverage does not exist if a buyer is not licensed. If grain is sold to an unlicensed buyer and if the buyer does not pay for the grain, there is no bond coverage available to help pay the seller. Court action may be a farmer's only recourse if an unlicensed buyer fails to pay for grain. Therefore, farmers are strongly encouraged to check to ensure that the buyer is licensed. Warehouses and grain buyers must be licensed and bonded. Unlicensed buyers are operating illegally.
- In North Dakota, bond requirements are based on the physical size of an elevator or on the amount of grain that a grain buyer handles. Even if the buyer is licensed and bonded, there is no guarantee that farmers will be fully reimbursed if a buyer becomes insolvent. If the buyer does not have enough grain and bond assets available to satisfy all valid grain claims, available funds are distributed on a prorated basis.
- Farmers must also be aware that bond coverage may not be available if grain is sold to a company that is located outside the state. If grain is sold to out-of-state entities, the laws of the state in which the buyer is located may govern the transaction. Farmers may find that they have far less protection in those states than they do if the grain was sold to a company that is licensed in North Dakota.
- To find out if a warehouse or grain buyer is licensed in North Dakota, visit the Public Service Commission web site at www.psc.state.nd.us or call (701) 328-4097.

CREDIT-SALE CONTRACTS AND INDEMNITY FUND

- Delayed price and deferred payment contracts are examples of credit-sale contracts. State law defines credit-sale contracts as written grain sale contracts that provide that the sale price may be paid more than 30 days after the delivery or release of the grain for sale.

Title to grain will pass from the farmer to the buyer when a credit-sale contract is signed, unless the farmer has signed a contract providing for the title to the grain to pass to the buyer at the time of delivery.

Farmers should be aware that credit-sale contracts are not protected by the buyer's bond unless the buyer has secured independent bond coverage. If the buyer has secured independent bond coverage, the amount of bond available should be identified in the contract disclaimer. If no credit-sale contract bond coverage is available, disclaimer language concerning the lack of bond coverage must be printed in bold type immediately above the signature block on the contract. The disclaimer statement must contain the following or similar language:

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

Although there may not be bond protection afforded to those entering into credit-sale contracts, a fund was created by the 2003 Legislature that provides protection for unpaid credit-sale contracts executed after August 1, 2003, in grain elevator or grain buyer insolvencies. Each patron's coverage is limited to 80% of the patron's unpaid credit-sale contracts with the insolvent buyer, up to a maximum payout of $280,000.

PSC 2113

PENGAD 800-631-6989 Richter 11/14/16 DEPOSITION EXHIBIT 5

EXHIBIT tabbies BB-113 18-2015-CV-240

Selling Grain?

Know your rights and responsibilities regarding grading disputes, payment, storage rates and handling fees.

(cont.)

FARMERS--CREDIT-SALE CONTRACTS MUST BE SIGNED

State law requires that scale tickets be issued for every load of grain received and that all scale tickets be converted into cash, noncredit-sale contracts, credit-sale contracts, or warehouse receipts within 30 days after the grain is delivered to the warehouse. State law also requires every grain buyer, upon receiving grain, to issue a scale ticket or comparable receipt and shall pay the farmer within 45 days of receipt of the grain.

A farmer, who makes the decision to sell grain and take payment more than 45 days after the delivery or release of the grain for sale, must enter into a credit-sale contract with the grain warehouse where the grain is delivered or with the grain buyer that received the grain. A credit-sale contract must be signed to be valid and enforceable. If credit-sale contracts are not signed within the required time, grain warehouses and grain buyers are at risk of having a complaint filed against them.

Farmers are encouraged to work with their grain warehouses and grain buyers to get all credit-sale contracts signed within the time permitted by state law.

STORAGE RATES AND HANDLING FEES

- State law does not prescribe grain elevator storage rates and handling fees. Each state licensed grain warehouse sets its own storage rates and redelivery fees (i.e. "in" and "out" charges).
- Licensees cannot, however, unjustly discriminate among patrons. State licensed grain warehouses must file their proposed rate schedule with the Public Service Commission; it must also be posted at the warehouse. The rates may be revised upon filing with the PSC.
- Storage rates must be stated on warehouse receipts. If a warehouseman changes his rates, the rates that were in effect when a warehouse receipt was issued are the rates that apply to that storage contract. Warehouse receipts on beans expire on April 30 of each year; other grain receipts expire on June 30. If expired receipts are reissued, the storage rate in effect at the time is the rate that will apply to the renewed receipt.
- Farmers should not confuse storage rates with credit-sale contract service or handling charges (delayed price and deferred payment-type transactions). These fees are not regulated and are governed by the terms of the contract that is entered into by the buyer and the seller.

GRADING DISPUTES - DON'T WAIT OR YOU'LL BE TOO LATE

- State law does not regulate elevator purchase prices, premiums, or discounts. State law does provide, however, that warehousemen may not unjustly discriminate among patrons.
- If a farmer does not agree with an elevator's test results he has the right to ask that an independent test be performed on his grain. He must, however, ask for the test when the grain is delivered.
- To initiate the process, the farmer must ask for the independent test. The farmer and the warehouseman must then draw a mutually agreeable sample of the load. This sample must be sealed in a container and sent to a federally licensed inspection service or to some other mutually agreed to third party for testing.
- The buyer and the seller are both obligated to accept the results of the independent test. The farmer is responsible for the cost of the tests.
- State law requires that warehousemen and grain buyers post a notice concerning the law's provisions concerning the resolution of grain grading disputes. To obtain a copy of the notice, visit the PSC's website at www.psc.nd.gov or call (701) 328-4097.

PSC 2114

Note: This information piece was originally produced and disseminated in August 2000 in cooperation with the Agricultural Extension Service, North Dakota State University.

BB--00331

Public Service Comission
Elevator Inspections Report

Grand Forks Bean Company, Inc.
2120 N Washington St
Grand Forks ND 58201
Phone: 701-775-3984 Fax: 701-775-3985

E-Mail gfbeanco@integra.net
Corp # 3245 Hay Buyer # Grain Buyers#:
ND SS ID 21261200
ND SS entity type:

Inspection Date: 2/26/2014
Exam Type: Public Grain Warehouse
Inspector: Erdmann
Operations Review: ☑ Capacity Review: ☑ Inventory Review: ☑ Response Required: ☐

[2000] The exam and spot check procedure revealed no conditions or errors.
Thank you, [2000]

Locations Examined
License No
1164 Grand Forks

Annual Activity Case
GE 14 595

EXHIBIT
tabbies
BB-116
18-2015-CV-240

Erdmann 1/14/16
DEPOSITION EXHIBIT
12
TRIGAD 800-631-6989

PSC 2043

BB--00371

North Dakota Public Service Commission

Memorandum of Adjustment

02/26/2014 12:23:56 PM
Page: 1

Grand Forks Bean Company, Inc.
2120 N Washington St
Grand Forks , ND
County:

License No: 3245
Exam Date:02/26/2014
Examiner: 1
Number of Items on this report: 1

An examination of this warehouse and/or the commodities stored there disclosed the following conditions which must be corrected as soon as possible. These conditions may also be in violation of state laws or rules. The issuance of this form is a report of the conditions found at this examination and is not an election by the North Dakota Public Service Commission to be taken..

Examiner comments are shown in *italic* below each item.

No Book Adjustments Required

Item no: 2000

refer to: See Examinder Comments Below

The exam and spot check procedure revealed no conditions or errors.
Thank you,

1 Timothy Erdmann
Name of PSC Examiner

02/26/2014
Date

I acknowledge receipt of this form. I understand that the above conditions must be corrected as soon as possible. The corrective action must be mailed to the licensing division offices within 30 days of the date received. If all corrections are not completed in 30 days, I will report my progress and continue to submit reports at 15-day intervals until all corrections are completed.

Todd M
Licensee's Signature

President
Title

Todd McGuire
By (please print)

2/26/14
Date

Please submit report to: Licensing Division
Public Service Commission
600 E. Boulevard Ave. Dept. 408
Bismarck, ND 58505-0480

Phone: 701-328-4097
Fax: 701-328-2410
Email: srichter@nd.gov
www.psc.state.nd.us

4 GE-13-620 Filed: 2/26/2014 Pages: 1
Memorandum of Adjustment

PSC 2044
Public Service Commission
Timothy Erdmann

BB--00372

CONTRACTS

THE BOND OF THIS WAREHOUSE DOES NOT PROTECT PERSONS ENTERING INTO DEFERRED PAYMENT CONTRACTS, DELAYED PRICE CONTRACTS OR OTHER CREDIT-SALE TYPE ARRANGEMENTS.

Public Service Commission
Licensing Division
12th Floor - State Capitol
Bismarck, ND 58505-0480
701-328-4097

September 1995

DEPOSITION EXHIBIT 21
PENDAD 800-631-6989

EXHIBIT
tabbies
BB126
18-2015-CV-246

BB--00381

STATE OF NORTH DAKOTA — IN DISTRICT COURT

COUNTY OF GRAND FORKS — NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission,
Petitioner,
vs.
Grand Forks Bean Company, Inc. and Auto-Owners Insurance Company,
Respondents.

Case No.: 18-2015-CV-00240

ORDER MODIFYING TRUSTEE'S REPORT AND RECOMMENDATION

A. BACKGROUND.

[¶ 1] Grand Forks Bean Company, Inc. [Grand Forks Bean] became the subject of insolvency proceedings following complaints made to the Public Service Commission [PSC] by agricultural producers. The agricultural producers complained that they were not being paid for beans they had delivered to Grand Forks Bean. The PSC secured an order requiring Grand Forks Bean to "cease and desist" its operations and appointing the PSC to act as Trustee for Grand Forks Bean. The PSC seeks judicial approval of the PSC's Report and Recommendation for distribution of trust fund assets held by the PSC following the sale of beans that were in the possession of Grand Forks Bean.

[¶ 2] The claimants in this action include agricultural producers who delivered beans to Grand Forks Bean and were not paid for the beans [collectively "Growers"] and Bremer Bank, NA [Bremer] which advanced funds to Grand Forks Bean. The claimants seek distribution from the trust fund. Auto-Owners Insurance Company Auto [Auto-Owners] issued the bond required to be purchased by Grand Forks Bean pursuant to N.D.C.C. § 60-02-09. The bond issued by Auto-Owners provides coverage for claims that exceed the other trust fund assets being held by the PSC as Trustee for Grand Forks Bean.

DISTRICT COURT CHAMBERS
Northeast Central Judicial District
Grand Forks, North Dakota 58201

[¶ 3] The PSC Report and Recommendation provides for payment to the Growers in amounts less than claimed by the Growers. The variance between the Growers' claims and the PSC recommendation is primarily related to a disagreement over the date Grand Forks Bean became insolvent and the application of a storage fee; the date of insolvency determines the market price to be paid for beans delivered to Grand Forks Bean by the Growers. Curt Amundson also disagrees with the amount of offset that should be applied to his claim to account for seed he purchased from Grand Forks Bean. Bremer contends that it has a priority secured interest in the assets of Grand Forks Bean and that the Growers fail to satisfy the requirements that must be met to allow their claims to be paid from the trust fund assets. Auto-Owners agrees with the PSC's proposed distributions.

B. ISSUES REMAINING FOR RESOLUTION.

[¶ 4] Resolution of the pending case depends on the determination of several issues. Those issues include the following:

- Whether the delivery of beans by the Growers to Grand Forks Bean was pursuant to credit-sale contracts or noncredit-sales contracts. If the delivery was pursuant to credit-sale contracts the Growers are not entitled to payment from the trust fund assets held by the PSC.[1]
- The date of insolvency for Grand Forks Bean. The date of insolvency is the date for setting the market price of the beans delivered by the Growers but not sold to Grand Forks Bean and in turn determining the amount of each non-sale Grower's claim.

[1] Although it is correct that noncredit-sale contracts get paid from trust assets while credit-sale contracts do not get paid from trust fund assets, a more precise summary is that receiptholders get paid from trust fund assets and the definition of receiptholder excludes credit-sale contracts.

- Whether the Growers should be charged a storage charge or other service charge; an offset to each Grower's claim.
- The amount of the offset against Curt Amundson/CR Farms claim to account for seed purchased from Grand Forks Bean.
- Whether the PSC is entitled to recover from the trust fund its fees and expenses incurred in these proceedings.

C. CREDIT-SALE CONTRACTS.

1. Statutory Structure -- Credit-Sale Contracts are Defined by N.D.C.C. § 60-04-01(2).

[¶ 5] The parties disagree whether or not the Growers delivered beans to Grand Forks Bean pursuant to credit-sale contracts or noncredit-sale contracts [NCS contracts]. NCS contracts, as included within the definition of receiptholder, are paid out of the insolvency trust fund. N.D.C.C. § 60-04-01, et. seq. Growers who entered into credit-sale contracts fall outside of the insolvency proceedings and are not entitled to payment from the trust fund assets being held by the PSC. N.D.C.C. § 60-04-01(6) (defining receiptholder and excluding credit-sale transactions). In 2003 the North Dakota Legislature enacted Chapter 60-10 of the North Dakota Century Code which establishes an indemnity fund to provide payment to agricultural producers who entered into credit-sale contracts with grain elevators.

[¶ 6] The definition of a credit-sale contract is included in Chapter 60-02 providing for the regulation of warehouses and in Chapter 60-04 governing warehouse insolvency. N.D.C.C. §§ 60-02-01(2) and 60-04-01(4). Section 60-02-01(4) provides as follows:

> "Credit-sale contract" means a written contract for the sale of grain pursuant to which the sale price is to be paid or may be

> paid more than thirty days after the delivery or release of the grain for sale and which contains the notice provided in subsection 7 of section 60-02-19.1. If a part of the sale price of a contract for the sale of grain is to be paid or may be paid more than thirty days after the delivery or release of the grain for sale, only such part of the contract is a credit-sale contract.

An identical definition of a credit-sale contract is provided in the Chapter 60-02 governing the regulation of grain warehouses. N.D.C.C. § 60-02-01(2). The definition of an NCS contract is provided by § 60-02-01(4) which reads as follows: "'Noncredit-sale contract' means a contract for the sale of grain other than a credit-sale contract."

[¶ 7] In contrast to Chapter 60-02, the insolvency proceedings governed by Chapter 60-04 do not contain a definition for noncredit-sale contracts. Instead, payment from the trust fund is provided to receiptholders, the definition of which excludes credit-sale contracts. See, N.D.C.C. §§ 60-04-01(6) and 60-04-09. Although it is correct that noncredit-sale contracts get paid from trust assets while credit-sale contracts do not get paid from trust fund assets, a more precise summary is that receiptholders get paid from trust fund assets and the definition of receiptholder excludes credit-sale contracts.

[¶ 8] Both N.D.C.C. § 60-02-01(2) and § 60-04-01(2) reference the notice requirements "provided in subsection 7 of section 60-02-19.1." Section 60-02-19.1 reads in its entirety as follows:

> **60-02-19.1. Credit-sale contracts.**
>
> A warehouseman shall not purchase grain by a credit-sale contract except as provided in this section. All credit-sale contracts must be in writing and must be consecutively numbered at the time of printing the contract. The warehouseman shall maintain an accurate record of all

credit-sale contract numbers, including the disposition of each numbered form, whether by execution, destruction, or otherwise. Each credit-sale contract must contain or provide for all of the following:

1. The seller's name and address.
2. The conditions of delivery.
3. The amount and kind of grain delivered.
4. The price per unit or basis of value.
5. The date payment is to be made.
6. The duration of the credit-sale contract.
7. Notice in a clear and prominent manner that the sale is not protected by the bond coverage provided for in section 60-02-09. However, if the warehouseman has obtained bond coverage in addition to that required by section 60-02-09 and such coverage extends to the benefit of credit-sale contracts, the warehouseman may state the same in the credit-sale contract along with the extent of such coverage.

The contract must be signed by both parties and executed in duplicate. One copy shall be retained by the warehouseman and one copy shall be delivered to the seller. Upon revocation, termination, or cancellation of a warehouseman's license, the payment date for all credit-sale contracts shall, at the seller's option, be advanced to a date not later than thirty days after the effective date of the revocation, termination, or cancellation, and the purchase price for all unpriced grain shall be determined as of the effective date of revocation, termination, or cancellation in accordance with all other provisions of the contract. When a public warehouse is transferred under this chapter, credit-sale contracts may be assigned to another licensed public warehouseman or facility-based grain buyer.

[¶ 9] Bremer contends that the definition provided in § 60-04-01(2) is controlling. Bremer asserts that the only requirement from § 60-02-19.1 that is incorporated into the definition of a credit-sale contract is subsection 7 which is specifically referenced in § 60-

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04-01(2). The Growers, the PSC and Auto-Owners all contend that all of the requirements of § 60-02-19.1 must be satisfied to establish a credit-sale contract.

[¶ 10] Bremer asserts that "requiring every condition outlined in § 60-02-19.1 contravenes the plain language of the statutes . . . ." Bremer thereafter contends that § 60-02-19.1 provides the specific requirements applicable to warehouseman as part of the regulation of warehouses in Chapter 60-02 and, other than as specifically referenced, does not apply to the definition of a credit-sale as applied in Chapter 60-04 insolvency proceedings. Bremer's argument is persuasive for the reasons explained in the following paragraphs.

[¶ 11] First, § 60-04-01(2) makes a specific reference to subsection 7 of § 60-02-19.1. If all of the requirements of § 60-02-19.1 already applied to the definition of a credit-sale contract there would be no need for the additional specific reference to subsection 7. Similarly, if the intent was to require all the requirements within § 60-02-19.1 to apply, the more logical approach would have been to state that a credit-sale contract is required to "meet all of the conditions" of § 60-02-19.1 rather than limiting the reference to "the notice provided in subsection 7 of section 60-02-19.1." By limiting the reference to a single subsection it becomes clear that reference is necessary to include that subsection; the entire section therefore does not apply.

[¶ 12] Second, the language of § 60-02-19.1 itself reads as a prohibition directed toward warehouseman and not a definition for a credit-sale contract. The very first sentence reads "[a] warehouseman shall not purchase grain by a credit-sale contract except as provided in this section." It doesn't indicate that all of the requirements of the section must be met to create a credit-sale contract, but directs warehousemen who do enter into credit-sale

contracts to comply with specific requirements. The third sentence of § 60-02-19.1 provides "[t]he warehouseman shall maintain an accurate record of all credit-sale contract numbers, including the disposition of each numbered form, whether by execution, destruction, or otherwise." Again, this language clearly reflects the intent of the statute to regulate warehousemen, not to define credit-sale contracts.

[¶ 13] Third, several other sections within Chapter 60-02 are prohibitions directed toward warehousemen. See, e.g., §§ 60-02-16 and 60-02-17. Chapter 60-02 itself is directed toward the regulation of warehouses by the PSC. See, e.g., §§ 60-02-02 and 60-02-03. Chapter 60-02 even includes penalties for the violation of any section in the chapter. N.D.C.C. § 60-02-12. When considered as a whole Chapter 60-02 is clearly intended to be the structure for regulation of warehouses with the definition of a credit-sale contract contained in § 60-02-01(2) and specific regulation of what is required of warehousemen if they decide to enter into credit-sale agreements provided in § 60-02-19.1.

[¶ 14] Fourth, both Chapters 60-02 and 60-04 provide definitions for a credit-sale contract. See, N.D.C.C. §§ 60-02-01(2) and 60-04-01(2). However, Chapter 60-04 does not contain a corollary to § 60-02-19.1. The absence of a corollary provision is best explained by the fact that Chapter 60-02 is focused on the regulation of warehousemen so there is a need to include regulation imposed on warehousemen by § 60-02-19.1 In contrast, Chapter 60-04 is directed toward dealing with an insolvent warehouse which does not require the regulatory provision directed at warehousemen.

[¶ 15] Fifth, interpretation that full compliance with § 60-02-19.1 is required would have a result contrary to the intent of the legislation in enacting Chapter 60-04 relating to the insolvency of warehouses. The legislation is intended to remove from participation in the

trust fund agricultural producers who knowingly extend payment beyond 30 days and acknowledge that they are not covered by the statutorily mandated bond; hence, the need to incorporate only the notice of subsection 7 of § 60-02-19.1. The PSC's interpretation would allow individuals who knowingly deferred payment in excess of 30 days and who acknowledged that they were not covered by the statutorily mandated bond to participate in the trust fund as the result of a failure of the warehousemen to comply with clearly regulatory directives. For example, something as nonconsequential as not including the seller's address or a warehousemen failing to use consecutively numbered contracts, both requirements of § 60-02-19.1, would result in a determination that the agreement between the parties was not a credit-sale contract.[2] A missing address or failure to use consecutively numbered contracts may be a reason to penalize a warehousemen, but it does not warrant completely vacating an otherwise complete credit-sale agreement.

[¶ 16] Sixth, warehouse insolvency proceedings are governed by Chapter 60-04, not Chapter 60-02. Other than as specifically referenced through the inclusion of subsection 7 of § 60-02-19.1 in a single section of Chapter 60-04, there isn't a need to apply § 60-02-19.1 in insolvency proceedings. While Chapters 60-04 and 60-02 have been held to be part of the same statutory scheme, § 60-02-19.1 is unnecessary for the application of Chapter 60-02, except as referenced. See, e.g., Public Service Com'n. v. Minnesota Grain, Inc., 2008 ND 184 ¶ 17, 756 N.W.2d 763 (recognizing that Chapters 60-02 and 60-04 are part of the same statutory scheme and therefore crucial elements of Chapter 60-02 cannot be ignored in applying Chapter 60-04).

[2] For example, in the case at hand many of the documents list only a City name for the address and others have no address.

[¶ 17] Seventh, identical definitions for a credit-sale contract are found in §§ 60-02-01(2) and 60-04-01(2). Both sections include the specific reference to subdivision 7 of § 60-02-19.1. As such, even in the regulatory chapter which includes § 60-02-19.1 the definition of a credit-sale contract requires specific reference to subdivision 7 of § 60-02-19.1 to incorporate the notice provision into the definition of a credit-sale contract.

[¶ 18] Eighth, receiptholders are entitled to payment from the trust fund. Although the definition of receiptholder incorporates noncredit-sale contracts and excludes credit-sale contracts, the use of the term receiptholder is significant. Chapter 60-04 does not require the term noncredit-sale to be defined.

[¶ 19] Compliance with § 60-02-19.1 is not required to create a credit-sale contract, although non-compliance by a warehouseman may result in a penalty. Section 60-02-19.1 is not part of the definition of a credit-sale contract except as specifically incorporated by reference (subsection 7). Section 60-02-19.1 exists to regulate warehouses and requires warehousemen to satisfy the requirements of § 60-02-19.1 when entering into credit-sale contracts or face a penalty.

[¶ 20] Because the statutes in question are not ambiguous, it is not necessary to resort to legislative history to aid in the interpretation. However, in reviewing the legislative history cited by the PSC the undersigned finds that it is not persuasive. The references provided by the PSC relate to the specific issue of signing a contract and does not support the proposition that a credit-sale contract must meet all of the requirements of 60-02-19.1. As discussed below the absence of a signature may result in a determination there is not a contract which is a requirement of a credit-sale contract under the definitions provided in N.D.C.C. § 60-04-01(2).

2. Although § 60-02-19.1 Compliance is not required for a Credit-Sale Contract, the Controlling Document must still meet the Definition of a Credit-Sale Contract as Provided by N.D.C.C. § 60-04-01(2).

[¶ 21] The definition of a credit-sale contract as provided by N.D.C.C. § 60-04-01(2) includes the following:

> A written contract for the sale of grain pursuant to which the sale price is to be paid or may be paid more than thirty days after the delivery or release of the grain for sale and which contains the notice provided in subsection 7 of section 60-02-19.1.

[¶ 22] Determination of whether or not the transactions are credit-sale contracts requires a review of the Dry Bean Contracts [DBC] and the Price Later Marketing Agreements [PLMA]. The DBCs are purchase agreements and do not qualify as credit-sale contracts. The DBCs state that Grand Forks Bean is the "buyer" and the Growers are the "seller." The DBCs state the quantity of beans, the price to be paid for the beans and the date of payment.[3] With the exception of questions about the Growers' signatures, all of the required elements of a valid contract are contained within the DBCs. However, the DBCs do not include the required notice provision contained in subsection 7 of § 60-02-19.1 which is a requirement of a credit-sale contract as defined by N.D.C.C. § 60-04-01(2).

[¶ 23] The transactions in this case are governed by the Uniform Commercial Code as codified in Title 41 of the North Dakota Century Code and, in particular, Chapter 41-02 pertaining to sales. The statute of frauds, codified in § 41-02-08, ordinarily requires that to be enforceable an agreement for the sale of goods must be in writing and must be signed by the party against whom enforcement is sought. Section 41-02-08 reads as follows:

[3] As explained subsequently, Brent Baldwin signed two DBCs, one of which provided for payment to Brent Baldwin upon the sale of the beans and the other set payment at December 31, 2013.

41-02-08. (2-201) Formal requirements - Statute of frauds.

1. Except as otherwise provided in this section, a contract for the sale of goods for the price of five hundred dollars or more is not enforceable by way of action or defense unless there is some writing sufficient to indicate that a contract for sale has been made between the parties and signed by the party against whom enforcement is sought or by that party's authorized agent or broker. A writing is not insufficient because it omits or incorrectly states a term agreed upon but the contract is not enforceable under this subsection beyond the quantity of goods shown in such writing.
2. Between merchants if within a reasonable time a writing in confirmation of the contract and sufficient against the sender is received and the party receiving it has reason to know its contents, it satisfies the requirements of subsection 1 against such party unless written notice of objection to its contents is given within ten days after it is received.
3. A contract which does not satisfy the requirements of subsection 1 but which is valid in other respects is enforceable:
   a. If the goods are to be specially manufactured for the buyer and are not suitable for sale to others in the ordinary course of the seller's business and the seller, before notice of repudiation is received and under circumstances which reasonably indicate that the goods are for the buyer, has made either a substantial beginning of their manufacture or commitments for their procurement;
   b. If the party against whom enforcement is sought admits in that party's pleading, testimony, or otherwise in court that a contract for sale was made, but the contract is not enforceable under this provision beyond the quantity of goods admitted; or

c. With respect to goods for which payment has been made and accepted or which have been received and accepted (section 41-02-69).

The DBCs and PLMAs can satisfy the writing and the signature requirement of the statute of frauds if they were either signed by both parties, signed by the party to be charged, and/or represent a transaction between merchants confirmed in writing without objection.

3. The Specific Transactions.

a. Brad Nelson and the Estate of Brad Nelson.

[¶ 24] The Estate of Brad Nelson has made a claim based on a quantity of 1,810.44 cwt. of beans. There is no dispute regarding the quantity of beans in the claim. The claim is documented by scale tickets and a DBC dated October 16, 2012 with a signature for Brad Nelson noted as "phone w/ Brad." A PLMA, presumably for the same beans, was found in the records of Grand Forks Bean. Brad Nelson passed away on July 9, 2013. The PLMA is dated September 6, 2014, and impossibly has the signature of "Brad Nelson."

[¶ 25] Neither the DBC nor the PLMA satisfy the requirements of a credit-sale contract. The statute of frauds required these transactions to be in writing and signed to be valid contracts; a valid contract is a prerequisite to a credit-sale contract. Neither document has been signed; the DBC has a telephone notation while the PLMA is dated after Brad Nelson's death making it impossible for him to have signed the document on the alleged date of the contract. Additionally, the DBC does not contain the required notice that the statutory bond does not apply. Therefore, Brad Nelson and the Estate of Brad Nelson did not enter into a credit-sale contract.

[¶ 26] With regard to the alternative "signature" provisions of § 41-02-08 there is no evidence the PLMA was ever transmitted to Brad Nelson or his estate. See, N.D.C.C. § 41-

02-08(2). Insufficient evidence was provided to conclude Brad Nelson or his estate has made admissions that this was a credit-sale transaction, that the goods were specially manufactured, or that the payment/delivery exception applies. See, N.D.C.C. § 41-02-08(3).

b. Brent Baldwin and Baldwin Farms, Inc.

[¶ 27] Brent Baldwin has made a claim based on a quantity of 2,220.36 cwt of beans. Baldwin Farms, Inc. submitted a claim based on a quantity of 1005.72 cwt. of beans. There is no dispute regarding the quantity of beans in the claims. The claims are documented by scale tickets and by two DBCs, both dated September 6, 2013, with a signature for Brent Baldwin noted as "phone w/ Brent." A PLMA was provided to the PSC by Brent Baldwin. The PLMA, dated September 12, 2013, is in the name of "Baldwin Farms Inc./Brent Baldwin," and purportedly has the signature of Brent Baldwin by an illegible signature. Based on Brent Baldwin's testimony, the signature is presumably the signature of Steve Hartje, a truck driver for Brent Baldwin/Baldwin Farms, Inc. Brent Baldwin never provided authority for Steve Hartje or any other individual to execute the PLMA.

[¶ 28] The statute of frauds required these transactions to be signed to be valid contracts; a valid contract is a prerequisite to a credit-sale contract. None of the documents have been signed. The DBCs have a telephone notation indicating they were drafted pursuant to a telephone call. The PLMA is signed on behalf of Brent Baldwin by someone else and there is insufficient evidence to support a finding that the signature was provided by someone who had actual or apparent authority to sign the PLMA.

[¶ 29] The absence of a signature is not necessarily fatal. If a transaction is between merchants and within a reasonable time following oral conversation a writing confirming

the contract which is sufficient to be enforceable against the sender is received by the other party, and the party receiving it has reason to know its contents, it satisfies the signature requirement of the receiving party unless written notice of objection to its contents is given within ten days after it is received. Subsequent to his telephone conversations with Grand Forks Bean and prior to his delivery of beans, Brent Baldwin received the DBCs. Brent Baldwin testified that the DBCs were consistent with the oral communications and no evidence was provided to support a finding that Brent Baldwin objected to the terms. Both Brent Baldwin and Grand Forks Bean are merchants as defined by N.D.C.C. § 41-02-04(3). The DBCs therefore satisfy the alternative to a signature found within N.D.C.C. § 41-02-08(2) and were enforceable contracts.

[¶ 30] The DBCs are valid contracts but are not sufficient to satisfy the definition of a credit-sale contract because they do not contain notice that the statutory bond does not apply. However, whether the PLMA acted as a modification of the DBCs must be examined. Modification of the DBCs is governed by N.D.C.C. § 41-02-0-16 which reads as follows:

> **41-02-16. (2-209) Modification, rescission, and waiver.**
>
> 1. An agreement modifying a contract within this chapter needs no consideration to be binding.
> 2. A signed agreement which excludes modification or rescission except by a signed writing cannot be otherwise modified or rescinded, but except as between merchants such a requirement on a form supplied by the merchant must be separately signed by the other party.
> 3. The requirements of the statute of frauds section of this chapter (section 41-02-08) must be satisfied if the contract as modified is within its provisions.
> 4. Although an attempt at modification or rescission

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does not satisfy the requirements of subsection 2 or 3, it can operate as a waiver.

5. A party who has made a waiver affecting an executory portion of the contract may retract the waiver by reasonable notification received by the other party that strict performance will be required of any term waived, unless the retraction would be unjust in view of a material change of position in reliance on the waiver.

[¶ 31] As a modification of the DBCs the PLMA did not require additional consideration. § 41-02-16(1). However, the PLMA did not act as a modification of the DBCs because it was unsigned and does not satisfy an alternative to the signature requirement. Unlike the DBCs, the PLMA does not satisfy § 41-02-08(2) relating to communications between merchants because Brent Baldwin testified he did not have any conversations with Grand Forks Bean regarding the PLMA and the PLMA was sent to Brent Baldwin via an employee. Under these circumstances Brent Baldwin and/or Baldwin Farms, Inc. did not have "reason to know its [the PLMA] contents" and therefore § 41-02-08(2) was not satisfied.

[¶ 32] The evidence produced at the hearing is consistent with a determination that the parties did not have a credit-sale relationship. Brent Baldwin's contacts with Grand Forks Bean subsequent to delivering the beans were to demand payment for the first 3,000 cwt. and payment was made on December 27, 2013 consistent with Exhibit 21(a). Brent Baldwin then made a demand for the sale of beans consistent with the second DBC, Exhibit 21(b). Although the payment under the second DBC extended beyond 30 days, because the PLMA did not modify the DBC the agreement was not a credit-sale because it lacked the required statutory notice.

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c. Duane Altendorf.

[¶ 33] Duane Altendorf has made a claim based on a quantity of 2,408.22 cwt. of beans. There is no dispute regarding the quantity of beans in the claim. The claim is documented by scale tickets and a PLMA initially provided to Duane Altendorf by the PSC. The PLMA is dated September 23, 2013 and has the purported signature of Duane Altendorf. Duane Altendorf denies that he signed the PLMA and denies that he provided authority to anyone else to sign on his behalf.

[¶ 34] The statute of frauds required these transactions to be in writing and signed to be valid contracts; a valid contract is a prerequisite to a credit-sale contract. Duane Altendorf did not sign the PLMA. The finding that Duane Altendorf did not sign the agreement is supported by his testimony, other documents having been executed "per phone call," other documents having been executed by individuals who did not have authority to sign documents and the false "signature" of Brad Nelson on the PLMA dated after Brad Nelson's death.

[¶ 35] The absence of a signature is not necessarily fatal. If a transaction is between merchants and within a reasonable time following oral conversation a writing confirming the contract which is sufficient to be enforceable against the sender is received by the other party, and the party receiving it has reason to know its contents, it satisfies the signature requirements of the receiving party unless written notice of objection to its contents is given within ten days after it is received. The PLMA is dated September 23, 2013, a date which was subsequent to or contemporaneous with Duane Altendorf's telephone conversation(s) with Grand Forks Bean, and on the same day or the day prior to his delivery of beans. However, Duane Altendorf testified that he had never seen the PLMA

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until it was provided by the PSC to him. Insufficient evidence was provided to support a finding that Duane Altendorf ever received the PLMA from Grand Forks Bean. The PLMA therefore does not satisfy the alternative to a signature found within N.D.C.C. § 41-02-08(2).

[¶ 36] The evidence produced at the hearing is consistent with a determination that the parties had an agreement for Duane Altendorf to sell beans to Grand Forks Bean for $45 per cwt. Duane Altendorf's contacts with Grand Forks Bean subsequent to delivering the beans were to demand payment. Partial payment was made to Duane Altendorf. The remaining beans were sold to Grand Forks Bean for immediate payment at a price of $45 per cwt.

d. Curt Amundson.

[¶ 37] Curt Amundson has made a claim based on a quantity of 12,128.28 cwt. of beans. There is no dispute regarding the quantity of beans in the claim. The claim is documented by scale tickets and a PLMA. The PLMA is dated September 5, 2013 and has the signature of Curt Amundson. The PLMA was specifically referenced in Curt Amundson's claim and attached to his claim in this case. (Doc. Nos. 59 and 60).

[¶ 38] The PLMA does satisfy the requirements of a credit-sale contract. It is a written contract for the sale of grain pursuant to which the sale price is to be paid or may be paid more than 30 days after the delivery or release of the grain for sale and which contains the notice provided in subsection 7 of § 60-02-19.1. Therefore, Curt Amundson entered into a credit-sale contract.

e. Chuck Nelson.

[¶ 39] Chuck Nelson has made a claim based on a quantity of 1,315.08 cwt. of beans.

There is no dispute regarding the quantity of beans in the claim. The claim is documented by scale tickets and a DBC dated October 16, 2012. The DBC has a "signature" for Chuck Nelson "phone w/ Chuck" and "Nelson Farms by Charles B. Nelson." Chuck Nelson testified that he signed the DBC. A PLMA dated September 29, 2013 has the alleged signature of "Chuck Nelson." The signature on the DBC is not consistent or the same as the signature on the PLMA. The original claim filed by Chuck Nelson included the PLMA but was provided to him by the PSC.

[¶ 40] The DBC is an enforceable contract. The DBC does not meet the requirements of a credit-sale contract because it does not contain the notice required by subsection 7 of § 60-02-19.1.

[¶ 41] The statute of frauds required these transactions to be in writing and signed to be valid contracts; a valid contract is a prerequisite to a credit-sale contract. The PLMA does not have a signature for Chuck Nelson. The finding that Chuck Nelson did not sign the agreement is supported by his testimony, other documents having been executed "per phone call," other documents having been executed by individuals who did not have authority to sign documents and the false "signature" of Brad Nelson on the PLMA dated after Brad Nelson's death.

[¶ 42] The DBC is a valid contract but not sufficient to satisfy the definition of a credit-sale contract because it does not contain notice that the statutory bond does not apply. However, whether the PLMA acted as a modification of the DBC must be examined. Modification of the DBC is governed by N.D.C.C. § 41-02-0-16 which reads as follows:

41-02-16. (2-209) Modification, rescission, and waiver.

1. An agreement modifying a contract within this

chapter needs no consideration to be binding.

2. A signed agreement which excludes modification or rescission except by a signed writing cannot be otherwise modified or rescinded, but except as between merchants such a requirement on a form supplied by the merchant must be separately signed by the other party.
3. The requirements of the statute of frauds section of this chapter (section 41-02-08) must be satisfied if the contract as modified is within its provisions.
4. Although an attempt at modification or rescission does not satisfy the requirements of subsection 2 or 3, it can operate as a waiver.
5. A party who has made a waiver affecting an executory portion of the contract may retract the waiver by reasonable notification received by the other party that strict performance will be required of any term waived, unless the retraction would be unjust in view of a material change of position in reliance on the waiver.

[¶ 43] The PLMA as a modification did not require additional consideration. § 41-02-16(1). However, the PLMA did not act as a modification of the DBC because it was unsigned and does not satisfy an alternative to the signature requirement. Chuck Nelson testified he had not seen the PLMA until it was given to him by the PSC. Insufficient evidence was provided to conclude Chuck Nelson received the PLMA before it was provided by the PSC. Although the PLMA was attached to his claim, the attachment was not an admission he signed or was in agreement with the terms.

[¶ 44] Although not required, the evidence produced at the hearing is consistent with a determination that the parties did not have a credit-sale relationship. Chuck Nelson delivered beans and received payment for the amount in the DBC. After delivery and payment he was simply waiting to be compensated for the overage; beans delivered in

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excess of the amount in the DBC. Although not a credit-sale the overage was being marketed by Grand Forks Bean for Chuck Nelson.

f. WJS Nelson.

[¶ 45] WJS Nelson submitted a claim based on a quantity of 1,675 cwt. of beans. There is no dispute regarding the quantity of beans in the claim. The claim is documented by scale tickets. WJS Nelson did not sign either a DBC or PLMA and no evidence was provided to support a finding that WJS Nelson had received either a DBC or PLMA as a follow-up to oral communications. The scale tickets do not satisfy the requirements of a credit-sale contract.

g. Nicholas E. Adams.

[¶ 46] Nicholas Adams submitted a claim based on a quantity of 908.55 cwt. of beans. There is no dispute regarding the quantity of beans in the claim. The claim is documented by scale tickets and a PLMA. The PLMA is dated November 27, 2013 and has the signature of "Nick Adams." Nicholas Adams denies that he signed the PLMA or that he authorized anyone else to sign the PLMA.

[¶ 47] The statute of frauds required these transactions to be in writing and signed to be valid contracts; a valid contract is a prerequisite to a credit-sale contract. Nicholas Adams did not sign the agreement. The finding that Nicholas Adams did not sign the agreement is supported by his testimony, other documents having been executed "per phone call," other documents having been executed by individuals who did not have authority to sign documents, and the false "signature" of Brad Nelson on the PLMA dated after Brad Nelson's death.

[¶ 48] With regard to the alternative "signature" provisions of § 41-02-08 there is no

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evidence the PLMA was ever transmitted to Nicholas Adams; he specifically claims he obtained a copy from the PSC and his testimony is credible. See, N.D.C.C. § 41-02-08(2). Insufficient evidence was provided to conclude Nicholas Adams has made admissions that this was a credit-sale transaction, that the goods were specially manufactured, or that the payment exception applies. See, N.D.C.C. § 41-02-08(3).

h. Ronald E. Adams.

[¶ 49] Ronald Adams submitted a claim based on a quantity of 7,778.24 cwt. of beans. There is no dispute regarding the quantity of beans in the claim. The claim is documented by scale tickets and two PLMAs. The PLMAs are both dated November 27, 2013 and have the purported signature of Ronald Adams. Ronald Adams denies that he signed the PLMAs and denies that he provided authority to anyone else to sign on his behalf.

[¶ 50] The statute of frauds required these transactions to be in writing and signed to be valid contracts; a valid contract is a prerequisite to a credit-sale contract. Ronald Adams did not sign the agreements. The finding that Ronald Adams did not sign the agreements is supported by his testimony, other documents having been executed "per phone call," other documents having been executed by individuals who did not have authority to sign documents, and the false "signature" of Brad Nelson on the PLMA dated after Brad Nelson's death. Therefore, Ronald Adams did not enter into a credit-sale contract.

[¶ 51] With regard to the alternative "signature" provisions of § 41-02-08 there is no evidence the PLMAs were ever transmitted to Ronald Adams; copies were found in Grand Forks Bean's files. See, N.D.C.C. § 41-02-08(2). Insufficient evidence was provided to conclude Ronald Adams has made admissions that this was a credit-sale transaction, that the goods were specially manufactured or that the payment exception applies. N.D.C.C. §

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41-02-08(3).

4. The Growers are Receiptholders.

[¶ 52] Bremer asserts that a number of the Growers are not "receiptholders" as required to participate in the distribution of trust fund assets. Bremer argues that several Growers are not receiptholders because they failed to convert their scale tickets into either warehouse receipts or sale contracts. Bremer's argument relies upon its interpretation of N.D.C.C. § 60-02-11(1)(b) which requires the following:

> All scale tickets must be converted into cash, noncredit-sale contracts, credit-sale contracts, or warehouse receipts, within forty-five days after the grain is delivered to the warehouse, unless:
> (1) The person to whom the scale ticket is issued signs a form waiving all rights to trust benefits under section 60-04-03.1;
> (2) The form identifies by number each scale ticket to which the waiver applies; and
> (3) The form is signed by the warehouseman.

[¶ 53] Bremer's argument is misplaced for several reasons. First, "failure to convert scale tickets into either cash or storage tickets as required by § 60-02-11, N.D.C.C., does not result in a loss to the producers, but constitutes a violation by the warehouseman . . . ." North Dakota Public Service Commission v. Central States Grain, Inc., 371 N.W.2d 767, 778 (N.D. 1985). Any failure to convert scale tickets into some other form of document does not adversely impact the Growers. This interpretation is consistent with Bremer's argument Chapter 60-02 is directed toward regulating warehouses and the earlier finding in this order that § 60-02-19.1 does not define a credit-sale contract but imposes regulation on warehouseman.

[¶ 54] Second, "receipts" are defined by N.D.C.C. § 60-04-01(6). Section 60-04-01(6)

reads as follows:

> "Receipts" means grain warehouse receipts, scale tickets, checks, or other memoranda given by a public warehouseman for, or as evidence of, the receipt, storage, or sale of grain except when such memoranda was received as a result of a credit-sale contract.

Scale tickets are clearly within the definition of "receipts" and in particular the broad category of "other memoranda given by a public warehouseman for, or as evidence of, the receipt, storage, or sale of grain . . . ." The Growers holding scale tickets are receiptholders, excluding the Growers determined to have entered into credit-sale contracts.

D. THE INSOLVENCY DATE IS OCTOBER 15, 2013.

[¶ 55] The date that Grand Forks Bean became insolvent is in dispute. The insolvency date is important because it is the date on which the market price for the beans delivered but not sold by the Growers who are receiptholders and allowed to participate in distribution of the trust fund is determined. Although the parties disagree on the insolvency date, there is not a dispute regarding the market price for the beans once there has been a determination of the insolvency date. Additionally, a reasonable interpretation of the statutory structure is that there can be only one insolvency date measured from the first insolvency event relevant to the current proceedings.

1. Insolvency for these Proceedings is Defined by N.D.C.C. § 60-04-02.

[¶ 56] The parties all agree that the determination of the insolvency date is governed by N.D.C.C. § 60-04-02. Section 60-04-02 reads as follows:

> **60-04-02. Insolvency of warehouseman.**
>
> A licensee is insolvent when the licensee refuses, neglects, or

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> is unable upon proper demand to make payment for grain purchased or marketed by the licensee or to make redelivery or payment for grain stored.

[¶ 57] The parties' disagreement regarding the insolvency date depends upon whether the first clause of N.D.C.C. § 60-04-02 applies or the second clause of N.D.C.C. § 60-04-02 applies. The two clauses, separated, would read as follows:

- First clause: A licensee is insolvent when the licensee refuses, neglects, or is unable upon proper demand to make payment for grain purchased or marketed by the licensee.
- Second clause: A licensee is insolvent when the licensee refuses, neglects, or is unable upon proper demand to make redelivery or payment for grain stored.

[¶ 58] The most reasonable interpretation of the term "marketed" in the first clause is that it requires the beans to have been sold to a third party. The intent of the first clause is to require the warehouseman to tender payment if the warehouseman purchased the beans for them self or when the beans had been sold to a third party. To interpret "marketed" as including prospective or current marketing would allow a grower to deliver beans for marketing and, before the beans are sold ("marketed"), demand payment and trigger "insolvency"; that result is not reasonable.

2. Credit-Sale Transactions Documented by a PLMA; Curt Amundson.

[¶ 59] Curt Amundson entered into credit-sale transactions. When beans were sold for Curt Amundson payments were to be made by Grand Forks Bean to the Grower. The claim filed by Curt Amundson represents beans that had not been successfully marketed by Grand Forks Bean at the time these proceedings were initiated by the PSC. As such, insolvency can't be triggered by Curt Amundson under the first clause because the beans

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subject to the claim had not been purchased or marketed by Grand Forks Bean.

[¶ 60] Having eliminated the application of the first clause and because the beans were being stored[4] by Grand Forks Bean the second clause applies. Under the second clause, Grand Forks Bean cannot be determined to have been delinquent until a proper demand had been made to make redelivery or payment for stored grain. Curt Amundson was operating under credit-sale contracts that delayed payment until the beans were sold. Since the beans that are the subject of these proceedings were not sold, a proper demand for payment could not be made because Curt Amundson was not entitled to payment. However, Curt Amundson could demand that Grand Forks Bean redeliver the beans.

[¶ 61] Curt Amundson credibly testified that he began to demand redelivery in October or November of 2014. The Growers presented a written demand to Grand Forks Bean for the redelivery of the beans in December of 2014. See, Exhibit 35. If insolvency were to be measured by Curt Amundson it would be measured as of October, November or December of 2014 when demand for redelivery was made to Grand Forks Bean.

3. Noncredit-Sales; Brent Baldwin/Baldwin Farms, Inc., Chuck Nelson, Nicholas Adams and Ronald Adams.

[¶ 62] Nicholas Adams and Ronald Adams had noncredit-sale relationships because they did not have written agreements and/or agreements that did not have a notice that the statutory bond did not apply as required by N.D.C.C. § 60-04-01(2). Chuck Nelson had an agreement to sell beans and his claim represents the excess beans delivered under the DBC; Grand Forks Bean was holding the excess for sale for Chuck Nelson. Although the agreements do not qualify as credit-sales for purposes of Chapter 60-04, the agreements

[4] Stored under the second clause is not limited to a contract exclusively for storage, but includes beans being stored as part of the marketing (credit-sale) agreement.

contemplated that Grand Forks Bean would market the beans and then provide payment to these Growers. For example, all of these Growers testified that they demanded the beans be marketed; they did not demand payment in the absence of the sale of their beans. The DBC for Brent Baldwin/Baldwin Farms, Inc. specifically provides for payment "at time of sale." Exhibit 21(a), p. 2. Ronald Adams also demanded redelivery in March of 2013 which indicates he had not sold the beans to Grand Forks Bean.

[¶ 63] Because the agreements these Growers had with Grand Forks Bean required sale of the beans the first clause for determining insolvency does not apply. These Growers had not sold their beans to Grand Forks Bean and Grand Forks Bean had not yet successfully marketed the beans.

[¶ 64] These Growers also did not trigger insolvency under the second clause until November of 2014. Insolvency under the second clause requires a proper demand for payment or redelivery. A proper demand for payment couldn't be made until the beans had been sold which did not occur until after the PSC started these proceedings. Nicholas Adams did not demand redelivery until November of 2014 after speaking to the PSC. Ronald Adams initially demanded redelivery in March of 2013 but withdrew his demand upon being notified of the redelivery charge; the redelivery charge was proper because Grand Forks Bean had posted its redelivery policy pursuant to N.D.C.C. § 60-02-07.2(6). See, Exhibit 31. As such, the insolvency date if measured by these Growers would be November or December of 2014.

4. Noncredit-Sale; Brad Nelson.

[¶ 65] Brad Nelson (Brad Nelson Estate) had a noncredit-sale relationship because the written agreement was limited to the DBC which failed to contain the required notice that

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the statutorily mandated bond did not apply. The terms of the DBC required payment for the beans to be made by December 31, 2013. The DBC was a purchase of beans by Grand Forks Bean. Beth Nelson testified that she demanded the beans be marketed; she did not demand payment for the beans.

[¶ 66] Because the agreement Brad Nelson had with Grand Forks Bean was a purchase of the beans by Grand Forks Bean, the first clause for determining insolvency applies. The first clause requires a proper demand for payment be made to trigger insolvency. A proper demand was not made and instead Grand Forks Bean was instructed to market the beans and then provide payment.[5]

[¶ 67] Insolvency under the second clause requires a proper demand for payment or redelivery of stored beans. As noted above, the beans had been purchased by Grand Forks Bean and therefore no beans were being stored for Brad Nelson.

[¶ 68] Brad Nelson did not take any action sufficient to trigger a determination that Grand Forks Bean was insolvent. As such, if insolvency were measured by this Grower it would be the date these proceedings were initiated in December of 2014.

5. Noncredit-Sale; WJS Nelson.

[¶ 69] WJS Nelson had a noncredit-sale relationship because there wasn't a written agreement as required by N.D.C.C. § 60-04-01(2). Steve Nelson, on behalf of WJS Nelson, testified that he responded to a phone solicitation from Grand Forks Bean. Grand Forks Bean promised payment of $35 per cwt. Steve Nelson testified he expected payment within a week or two. He delivered beans to Grand Forks Bean in May of 2014. He continuously

[5] The Estate of Brad Nelson's demand to have the beans marketed is inconsistent with its contract selling beans to Grand Forks Bean. The inconsistency is interpreted as confusion on the part of Beth Nelson, the personal representative, as the result of her lack of understanding of the transaction and is not an admission that there had not been a sale of the beans.

demanded payment and did not provide any testimony sufficient to find that he subsequently requested Grand Forks Bean market the beans. From these facts the reasonable conclusion is that WJS Nelson sold beans to Grand Forks Bean and has not been paid.

[¶ 70] Because the agreement WJS Nelson had with Grand Forks Bean was a purchase by Grand Forks Bean the first clause for determining insolvency applies. Pursuant to the first clause insolvency is measured from the proper demand for payment. As such, the insolvency date measured by WJS Nelson would be May or early June of 2014.

6. Noncredit-sale; Duane Altendorf.

[¶ 71] Duane Altendorf had a noncredit-sale relationship because there was not a written agreement as required by § 60-04-01(2). Duane Altendorf testified that his agreement with Grand Forks Bean resulted from a phone call with Grand Forks Bean. Grand Forks Bean promised payment of $45 per cwt. Duane Altendorf expected immediate payment and delivered beans on September 23 and September 24, 2013. Duane Altendorf demanded payment in October of 2013 without success. A partial payment for 2,000 cwt. at $45 per cwt. was issued on December 31, 2013. Duane Altendorf's testimony is credible and a reasonable conclusion is that he sold beans for immediate payment, demanded full payment in October of 2013, was refused payment, and subsequently received partial payment in December of 2013.

[¶ 72] Because the agreement Duane Altendorf had with Grand Forks Bean was a purchase by Grand Forks Bean the first clause for determining insolvency applies. Pursuant to the first clause insolvency is measured from the first unfulfilled proper demand

for payment. As such, the insolvency date measured by Duane Altendorf would be October of 2013.

7. The Insolvency Date is October, 2013 as Measured by Duane Altendorf and the Market Price to be Used to Determine the Value of Claims is $38 per cwt.

[¶ 73] The parties are in agreement that only one insolvency date should be determined and it is appropriate to use the earliest date Grand Forks Bean met the definition of being insolvent. The earliest date Grand Forks Bean can be determined to have met the definition of insolvent is October, 2013, following its failure to provide payment to Duane Altendorf after Duane Altendorf made a proper demand for payment. Because an exact date of the first demand was not provided a reasonable estimate is October 15, 2013.

[¶ 74] The parties do not disagree on the market price for beans. The market price for beans in October of 2013 was $38 per cwt.

E. IMMEDIATE PURCHASES ARE CASH CLAIMS; BRAD NELSON, DUANE ALTENDORF AND WJS NELSON CLAIMS.

[¶ 75] All of the parties have filed claims or otherwise discussed payment of claims in terms of setting a market price and multiplying the market price by the amount of beans delivered by the Grower to Grand Forks Bean. That is the method prescribed for valuing claims attributable to beans that were delivered to Grand Forks Bean for marketing and had not been sold at the time of the insolvency proceedings. N.D.C.C. § 60-04-09(5).

[¶ 76] Duane Altendorf, Brad Nelson and WJS Nelson sold their beans to Grand Forks Bean and have a cash claim. Cash claims are valued pursuant to N.D.C.C. § 60-04-09(4). Cash claims are valued at contract price the beans were sold to Grand Forks Bean.

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[¶ 77] Subsections 4 and 5 of § 60-04-09 provide the formula for calculation of the amount payable to receiptholders. Those subsections read as follows:

> 4. In case of cash claims or checks, the amount thereof, with interest at the weighted average prime rate charged by the Bank of North Dakota since the date of the insolvency.
> 5. In the case of scale tickets or warehouse receipts, the amount thereof based upon the market price prevailing on the date of the insolvency, with interest at the weighted average prime rate charged by the Bank of North Dakota since the date of the insolvency.

The distinction between subsection 4 and subsection 5 are the type of claims being paid. Subsection 4 defines the payment method for receiptholders who have sold production to the warehouseman. Subsection 5 defines the payment method for receiptholders who have stored their production with the warehouseman, delivered their production to the warehouseman for marketing that has not yet occurred and/or have a relationship with the warehouseman that has not yet determined the price to be paid for the delivered production. This interpretation is consistent with the North Dakota Supreme Court's prior recognition "that the trust fund exists for the benefit of all unpaid sellers of grain regardless of whether they hold "cash slips" or "checks" . . . ." North Dakota Public Service Com'n v. Central States Grain, Inc., 371 N.W.2d 767, 779 (N.D. 1985). Throughout the Central States Grain opinion the North Dakota Supreme Court, when referencing § 60-04-09, identifies two types of receiptholders that are entitled to payment; those who have sold production and those who have their production stored with the warehouseman. Subsection 4 recognizes claims made by receiptholders who have sold production to the warehouse. Subsection 5 recognizes receiptholders who have production stored with the warehouseman.

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[¶ 78] In this proceeding Brad Nelson, WJS Nelson and Duane Altendorf have been determined to have sold beans to Grand Forks Bean for immediate payment. Brad Nelson has a DBC that defines the sale. Duane Altendorf delivered beans without a written agreement, testified that it was an immediate sale, demanded payment not a sale/marketing of the beans, and received a partial payment that confirms the agreed upon sale price. WJS Nelson delivered beans without a written agreement, testified that it was an immediate sale and demanded payment not a sale/marketing of the beans. The Duane Altendorf and WJS Nelson transactions fall outside the statute of frauds pursuant to § 41-02-08(3) which allows the delivery of the beans to Grand Forks Bean and acceptance of the beans by Grand Forks Bean to create an enforceable contract. While it is possible that the beans were delivered by WJS Nelson and Duane Altendorf only for storage, based on the evidence produced at the hearing a determination that the transaction was an immediate sale is the most appropriate conclusion.

[¶ 79] Brad Nelson delivered beans to Grand Forks Bean pursuant to a DBC. The DBC set the purchase price at $33 per cwt. Brad Nelson's claim must be valued using a rate of $33 per cwt.

[¶ 80] WJS Nelson did not have a written contract but delivered beans that were accepted by Grand Forks Bean as an immediate sale. Steve Nelson testified that beans were sold to Grand Forks Bean for $35 per cwt. No evidence contradictory to that testimony was provided by any party. Although the average market price for beans from May 13, 2014 through June 17, 2014 was $30 per cwt. (the price used to value claims for beans not purchased by Grand Forks Bean and being stored), Steve Nelson's testimony is credible and not so inconsistent with the market price to be unreasonable. WJS Nelson's claim must

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be valued using a rate of $35 per cwt.

[¶ 81] Duane Altendorf did not have a written contract but delivered beans that were accepted by Grand Forks Bean as an immediate sale. Duane Altendorf testified that the beans were sold to Grand Forks Bean for $45 per cwt. His testimony is supported by the subsequent partial payment made on December 31, 2013 at a price of $45 per cwt. as reflected in the payment to Duane Altendorf and the records of Grand Forks Bean. See, Exhibits 23(b) and 23(d). No evidence contradictory to that testimony was provided by any party. Although the average market price during October through December of 2013 was approximately $38 per cwt., Duane Altendorf's testimony is credible and not so inconsistent with the market price to be unreasonable. Duane Altendorf's claim must be valued at a rate of $45 per cwt.

F. STORAGE FEES.

1. No Storage Fee Applies to the Duane Altendorf, Brad Nelson or WJS Nelson Transactions.

[¶ 82] Duane Altendorf, Brad Nelson and WJS Nelson sold their beans to Grand Forks Bean. At the time of the sale ownership of the beans was transferred to Grand Forks Bean and the application of a storage fee would be inappropriate.

2. Brent Baldwin, Baldwin Farms, Inc., Chuck Nelson, Nicholas Adams and Ronald Adams Storage Fees.

[¶ 83] Nicholas and Ronald Adams had oral NCS agreements with Grand Forks Bean that provided for marketing of the beans by Grand Forks Bean. Chuck Nelson had an agreement with Grand Forks Bean to market his excess delivery. The DBC governing the unsatisfied portion of the Brent Baldwin/Baldwin Farms, Inc. agreement provides that payment will be made at the time of sale and is a NCS agreement for the marketing of

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beans by Grand Forks Bean. N.D.C.C. §§ 60-02-11, 13, 16 and 17 govern the assessment of storage fees where there is a valid warehouse receipt. Although these Growers do not have warehouse receipts (their scale tickets had not been converted to warehouse receipts) a reasonable interpretation is that the Growers and Grand Forks Bean were subject to an open storage agreement.

[¶ 84] N.D.C.C. § 60-02-30 provides that storage contracts for dry edible beans terminate on April 30 of each year. If a warehouse fails to notify a receiptholder of an intention to terminate an agreement for storage the prior twelve months of storage charges are forfeited by the warehouse. No evidence was provided that Grand Forks Bean provided the Growers with the required notice. As such, storage fees can only be applied as of May 1, 2014 forward.

[¶ 85] Grand Forks Bean had a posted storage policy at its warehouse. See, Exhibit 31. The policy provided that storage fees of $0.15/cwt./month would be applied. Therefore, storage fees in the amount of $0.15/cwt./month are appropriate from May 1, 2014 through December 18, 2014 and should be offset against the claims of Brent Baldwin/Baldwin Farms, Inc., Chuck Nelson, Ronald Adams and Nicholas Adams; a daily rate of $.00493/cwt.

G. THE AMUNDSON OFFSET.

[¶ 86] Amundson had a credit-sale contract. Because he had a credit-sale contract he is not entitled to distribution from the trust fund and determination of an offset is not necessary.

H. THE PSC IS ENTITLED TO RECOVERY OF FEES AND EXPENSES ASSOCIATED WITH THESE PROCEEDINGS.

[¶ 87] The PSC seeks to recover its fees and expenses associated with these proceedings.

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The Growers do not object to the PSC's recovery of fees and expenses, but they have requested an opportunity to review the amounts requested to determine if the request is reasonable. Bremer has objected to the PSC's request asserting that it has a priority over the trust fund assets and there is not authority which would provide the PSC to reduce the trust fund assets prior to full payment of Bremer's claim.

[¶ 88] Section 60-04-10, N.D.C.C. provides authority for the PSC's recovery of fees and costs as part of these proceedings. Section 60-04-10 reads as follows:

> Upon the application to the district court as provided in this chapter, or in any action in a state court in this state, the commission shall not be required to pay any filing fee or other court costs or disbursements if the fees accrue to the county or to the state. The attorney general may employ outside legal services to assist the commission in the prosecution of such action as in the attorney general's judgment may be necessary and may deduct the expense of the same from the trust fund. All other necessary expenses incurred by the commission in carrying out the provisions of this chapter, including adequate insurance to protect the commission, its employees, and others engaged in carrying out the provisions of this chapter, may be deducted from the trust fund.

Additionally, § 60-04-03.1(1)(b) provides "[t]o pay the costs incurred by the commission in the administration of this chapter." Finally, § 60-04-09 provides that the PSC is required to submit a proposed distribution of the trust fund assets "less expenses incurred by the commission in the administration of this chapter . . . ."

[¶ 89] Bremer's position would also require that Bremer be entitled to distribution from the trust fund. Bremer is not a receiptholder and has failed to identify any manner in which it could assert it is entitled to recovery from the trust fund.[6]

[6] Bremer has been allowed to assert its challenges to the proposed distribution of trust fund assets. Presumably, any assets remaining in the trust fund after payment of valid claims would be subject

[¶ 90] Bremer's assertion that it is entitled to full payment prior to the PSC's recovery of fees and expenses is contrary to the express language of the statutes. Additionally, because Bremer has been determined not to have a trust fund claim, its argument is misplaced.

I. INTEREST.

[¶ 91] Valuation of claims for payment from the trust fund are valued pursuant to N.D.C.C. § 60-04-09. Valid claims are to be paid "with interest at the weighted average prime rate charged by the Bank of North Dakota since the date of the insolvency." See, N.D.C.C. §§ 60-04-09(4) and 60-04-09(5).

[¶ 92] The Bank of North Dakota prime rate during the period at issue is 3.25%. The daily interest rate is .000089%. The interest is payable from October 15, 2013; a reasonable estimate of the date Duane Altendorf first demanded payment of sale of beans to Grand Forks Bean. See, Section D.5. The total number of days is 930 through May 3, 2016; 77 for 2013; 365 for 2014, 365 for 2015 and 123 for 2016 (through May 3, 2016). The effective interest rate through May 3, 2016 is .08277. However, WJS Nelson cannot receive interest in excess of the date of the sale to Grand Forks Bean. Interest for WJS Nelson must be measured from June 1, 2014 through May 3, 2016; a total of 701 days including 213 for 2014, 365 for 2015 and 123 for 2016. The effective interest rate for WJS Nelson is .062389.

J. DRY BEAN ASSESSMENT.

[¶ 93] The PSC seeks to offset against the claims the dry been assessment provided for in N.D.C.C. § 4.1-06-12. The assessment is imposed at a rate of ten cents per cwt. The

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to Bremer's claim and other creditor claims. However, Bremer's participation in these proceedings does not entitle Bremer to participate in the trust fund distribution if it does not qualify as a receiptholder.

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assessment is required to be collected by the "designated handler" from the seller by deducting the assessment from the total purchase price. N.D.C.C. § 4.1-06-13. A "designated handler" is defined by § 4.1-06-01(3). For purposes of this case designated handler equates to the initial purchaser.

[¶ 94] With regard to the claims made by Brad Nelson, Duane Altendorf and WJS Nelson the claimants were the sellers and Grand Forks Bean was the purchaser. The assessment should have applied and had Brad Nelson, Duane Altendorf and WJS Nelson been paid by Grand Forks Bean, Grand Forks Bean would have been required to deduct the assessment.

[¶ 95] With regard to the claims made by Brent Baldwin, Baldwin Farms, Inc., Chuck Nelson, Ronald Adams and Nicholas Adams, they are producers and delivered their beans to Grand Forks Bean. The assessment should have applied and had Brent Baldwin, Baldwin Farms, Inc., Chuck Nelson, Brad Nelson and WJS Nelson been paid by Grand Forks Bean, Grand Forks Bean would have been required to deduct the assessment.

K. BREMER BANK'S CLAIM.

[¶ 96] Distribution of assets from the trust fund is available to "noncredit-sale receiptholders of the insolvent warehouseman . . . ." N.D.C.C. § 60-04-03.1(1)(a). Additionally, the PSC has been appointed as Trustee "for the purpose of marshalling all of the trust fund assets and distributing the same among the receiptholders." N.D.C.C. § 60-04-06.

[¶ 97] "Receipts" are defined by N.D.C.C. §§ 60-02-01(7) and 60-04-01(6). Sections 60-02-01(7) and 60-04-01(6) read as follows:

> "Receipts" means grain warehouse receipts, scale tickets, checks, or other memoranda given by a public warehouseman for, or as evidence of, the receipt, storage, or sale of grain except when such memoranda was received as a

result of a credit-sale contract.

[¶ 98] Bremer has provided insufficient evidence to establish that it is a receiptholder. Because Bremer is not a receiptholder it is not entitled to payment from the trust fund.

L. FESSENDEN COOPERATIVE ASSOCIATION'S CLAIM.

[¶ 99] Fessenden Cooperative Association filed a claim at the beginning of these proceedings. Fessenden Cooperative Association's claim is based upon contracts for the sale of beans from Fessenden Cooperative Association to Grand Forks Bean. Fessenden Cooperative Association did not deliver beans to Grand Forks Bean. Similar to Bremer, Fessenden Cooperative Association is not a receiptholder and is not entitled to distribution from the trust fund.

M. UNPAID CLAIMS, EXCESS TRUST FUNDS AND INSUFFICIENT TRUST FUNDS.

[¶ 100] As of September 1, 2015 the trust fund had assets of $767,861.78. The allowable claims in this case total $767,217.40, including interest through May 3, 2016 and excluding the payment of the PSC's costs and expenses. Depending on the extent of the costs and expenses approved for payment to the PSC, the trust fund may have sufficient or insufficient assets.

[¶ 101] Pursuant to Chapter 60-04 the trust fund assets are reduced by the expenses and costs incurred by the PSC. To the extent there is determined to be insufficient assets after finalization of the PSC's costs and expenses, the deficiency must be paid by Auto-Owners. Auto-Owners' maximum responsibility is limited to the amount of its bond.

[¶ 102] Chapter 60-04 does not make any provision of distribution of assets remaining in the trust fund after payment of the NCS contract obligations and the expenses of the PSC. The claimant with a credit-sale relationship, Curt Amundson, is entitled to participation in

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the credit-sale indemnity fund established in Chapter 60-10. Bremer Bank and Fessenden Cooperative Association are entitled to initiate separate proceedings to collect the obligations they claim are owed to them by Grand Forks Bean. The appropriate disposition of any remaining funds is to provide payment jointly to Bremer as a secured lien holder and Grand Forks Bean which will allow Bremer and/or other creditors to pursue their claims.

N. SUMMARY.

[¶ 103] Claims that have been made by receiptholders who had NCS relationships with Grand Forks Bean are entitled to payment of their claims from the trust fund assets. Those claimants include Brad Nelson (Estate of Brad Nelson), WJS Nelson, Duane Altendorf, Brent Baldwin/Baldwin Farms, Inc., Chuck Nelson, Nicholas Adams and Ronald Adams.

[¶ 104] Claimants who have been determined to have had a credit-sale relationship with Grand Forks Bean are not entitled to payment of their claims from the trust fund. Curt Amundson had a credit-sale relationship.

[¶ 105] Claimants who had not delivered beans to Grand Forks Bean are not receiptholders and are not entitled to distribution from the trust fund. Those claimants include Bremer and Fessenden Cooperative Association.

[¶ 106] Grand Forks Bean properly posted its policy regarding storage fees. Storage fees are an appropriate offset to the claims made by Brent Baldwin/Baldwin Farms, Inc., Chuck Nelson, Nicholas Adams and Ronald Adams.

[¶ 107] The valid claimants are entitled to interest from the date of insolvency through the date of payment. Brad Nelson (Estate of Brad Nelson), WJS Nelson[7], Duane Altendorf,

[7] WJS Nelson's interest is limited to June 1, 2014 through May 3, 2016. See, Section I.

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Brent Baldwin/Baldwin Farms, Inc., Chuck Nelson, Nicholas Adams and Ronald Adams are entitled to interest on their claims.

[¶ 108] The underlying transactions should have been subject to the edible dry bean assessment. The claims of Brad Nelson (Estate of Brad Nelson), WJS Nelson, Duane Altendorf, Brent Baldwin/Baldwin Farms, Inc., Chuck Nelson, Nicholas Adams and Ronald Adams claims must be reduced by the dry bean assessment of ten cents per cwt.

[¶ 109] The PSC is entitled to recovery of its fees and expenses, including outside counsel, from the trust fund assets. It is appropriate to allow the claimants to review and object to the PSC's requested recovery.

[¶ 110] Brad Nelson is entitled to a gross payable amount of $59,744.52; 1,810.44 cwt. multiplied by $33 per cwt. (Section E). The gross payable must be reduced by $181.04 (Section J) for the edible bean promotion, for a net payable of $59,563.48. Interest in the amount of $4,930.07 (Section I) has accrued through May 3, 2016, for a total payable of $64,493.55.

[¶ 111] WJS Nelson is entitled to a gross payable amount of $56,031.85; 1,600.91 cwt. multiplied by $35 per cwt. (Section E). The gross payable must be reduced by $160.09 for the edible bean promotion (Section J), for a net payable of $55,871.76. Interest in the amount of $3,485.78 (Section I) has accrued through May 3, 2016, for a total payable of $59,357.54.

[¶ 112] Nicholas Adams is entitled to a gross payable amount of $34,524.90; 908.55 cwt. multiplied by $38 per cwt. (Section D). The gross payable must be reduced by $90.85 for the edible bean promotion (Section J) and storage fees of $1,035.75 (Section F), for a net payable of $33,398.30. Interest in the amount of $2,764.38 (Section I) has accrued through

May 3, 2016, for a total payable of $36,162.68.

[¶ 113] Ronald Adams is entitled to a gross payable amount of $295,573.12; 7,778.24 cwt. multiplied by $38 per cwt. (Section D). The gross payable must be reduced by $777.82 for the edible bean promotion (Section J) and storage fees of $8,867.19 (Section F), for a net payable of $285,928.11. Interest in the amount of $23,666.27 (Section I) has accrued through May 3, 2016, for a total payable of $237,571.73.

[¶ 114] Duane Altendorf is entitled to a gross payable of $108,369.90; 2,408.22 cwt. multiplied by $45 per cwt. (Section E). The gross payable must be reduced by $240.82 for the edible bean promotion (Section J) and storage fees of $2,745.37 (Section F), for a net payable of $105,383.71. Interest in the amount of $8,722.61 (Section I) has accrued through May 3, 2016, for a total payable of $114,106.32.

[¶ 115] Brent Baldwin is entitled to a gross payable of $84,373.30; 2,220.35 cwt. multiplied by $38 per cwt. (Section D). The gross payable must be reduced by $222.04 for the edible bean promotion (Section J) and storage fees of $2,531.20 (Section F), for a net payable of $81,620.06. Interest in the amount of $6,755.69 (Section I) has accrued through May 3, 2016, for a total payable of $91,128.99.

[¶ 116] Baldwin Farms is entitled to a gross payable of $38,217.36; 1,005.72 cwt. multiplied by $38 per cwt. (Section D). The gross payable must be reduced by $100.57 for the edible bean promotion (Section J) and storage fees of $1,146.52 (Section F), for a net payable of $36,970.27. Interest in the amount of $3,060.03 (Section I) has accrued through May 3, 2016, for a total payable of $40,030.30.

[¶ 117] Chuck Nelson is entitled to a gross payable in the amount of $49,973.04; 1,315.08 cwt. multiplied by $38 per cwt. (Section D). The gross payable must be reduced by

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$131.51 for the edible bean promotion (Section J) and storage fees of $1,499.19 (Section F), for a net payable of $48,342.34. Interest in the amount of $4,001.30, for a total payable of $52,343.64.

ORDER

1. The Report and Recommendation of the PSC is approved as modified by this order.
2. The PSC shall distribute to Brad Nelson (the Brad Nelson Estate) $64,493.55, plus interest accruing after May 3, 2016; interest has been calculated and added to the distribution through May 3, 2016.
3. The PSC shall distribute to WJS Nelson $59,357.54, plus interest accruing after May 3, 2016; interest has been calculated and added to the distribution through May 3, 2016.
4. The PSC shall distribute to Nicholas Adams $36,162.68, plus interest accruing after May 3, 2016; interest has been calculated and added to the distribution through May 3, 2016.
5. The PSC shall distribute to Ronald Adams $309,594.38, plus interest accruing after May 3, 2016; interest has been calculated and added to the distribution through May 3, 2016.
6. The PSC shall distribute to Duane Altendorf $114,106.32, plus interest accruing after May 3, 2016; interest has been calculated and added to the distribution through May 3, 2016.

7. The PSC shall distribute to Brent Baldwin $91,128.99, plus interest accruing after May 3, 2016; interest has been calculated and added to the distribution through May 3, 2016.

8. The PSC shall distribute to Baldwin Farms, Inc. $40,030.30, plus interest accruing after May 3, 2016; interest has been calculated and added to the distribution through May 3, 2016.

9. The PSC shall distribute to Chuck Nelson $52,343.64, plus interest accruing after May 3, 2016; interest has been calculated and added to the distribution through May 3, 2016.

10. The PSC shall submit a statement of its costs and expenses associated with these proceedings, including fees paid or payable to outside counsel, within ten days of this order. Any interested party may file an objection to the fees or expenses within seven days after the submission of the PSC's statement to the Court.

11. The PSC, after payment of the above distributions, its costs and expenses, and the expiration of any time for appeal or actual appeal, shall distribute any remaining trust assets jointly payable to Bremer and Grand Forks Bean.

12. All other claims that have not been identified in paragraphs 2 through 9 above are DENIED.

13. Upon payment of the valid claimants identified in paragraphs 2 through 9, above, payment of its fees and expenses, distribution of remaining trust assets jointly to Bremer and Grand Forks Bean, and the expiration of the time for appeal or actual appeal, the PSC is discharged from its duties as the

Trustee for Grand Forks Bean.

14. Auto-Owners is ordered to provide payment sufficient to cover any deficiency in the trust fund, limited to the amount of its bond. Following payment to cover any deficiency (or no payment if there is not a deficiency), Auto-Owners shall be released from its obligations under the terms of its bond.

15. All parties/claimants shall be responsible for their own costs and attorney fees except as provided in this order with regard to the PSC.

Dated this 3rd day of May, 2016.

BY THE COURT:

Jon J. Jensen
District Judge

cc: Illona A. Jeffcoat-Sacco
Mitchell D. Armstrong
Joel F. Arnason
Tracy A. Kennedy
John D. Schroeder
Russell J. Melland
Daniel L. Gaustad
Jon R. Brakke
Michael J. Morley
Scott M. Knudsvig

STATE OF NORTH DAKOTA — IN DISTRICT COURT

COUNTY OF GRAND FORKS — NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission, Petitioner, vs. Grand Forks Bean Company, Inc. and Auto-Owners Insurance Company, Respondents.	Case No.: 18-2015-CV-00240 ORDER CORRECTING CLERICAL MISTAKE/ OVERSIGHT

[¶ 1] On May 4, 2016 the undersigned issued an ORDER MODIFYING TRUSTEE'S REPORT AND RECOMMENDATION. In the body of the order, paragraph 82, the undersigned concluded that Duane Altendorf was not subject to storage fees. Storage fees were subsequently mistakenly included in the calculation of the amount payable to Duane Altendorf. As such, paragraph 100 on page 37, paragraph 114 on page 40 and paragraph 6 on page 41 are amended as follows:

> [¶ 100] As of September 1, 2015 the trust fund had assets of $767,861.78. The allowable claims in this case total $770,190.00, including interest through May 3, 2016 and excluding the payment of the PSC's costs and expenses. Depending on the extent of the costs and expenses approved for payment to the PSC, the trust fund may have sufficient or insufficient assets.
>
> [¶ 114] Duane Altendorf is entitled to a gross payable of $108,369.90; 2,408.22 cwt. multiplied by $45 per cwt. (Section E). The gross payable must be reduced by $240.82 for the edible bean promotion (Section J), for a net payable of $108,129.08. Interest in the amount of $8,949.84 (Section I) has accrued through May 3, 2016, for a total payable of $117,078.92.
>
> 6. The PSC shall distribute to Duane Altendorf $117,078.92, plus interest accruing after May 3, 2016; interest has been calculated and added to the distribution through May 3, 2016.

[¶ 2] The distribution ordered to be made to Ronald Adams is correctly stated in paragraph 5 on page 41 of the order. However a typographical error incorrectly totals

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Ronald Adams' claim in paragraph 113 on page 40. Paragraph 113 should read as follows:

> [¶ 113] Ronald Adams is entitled to a gross payable amount of $295,573.12; 7,778.24 cwt. multiplied by $38 per cwt. (Section D). The gross payable must be reduced by $777.82 for the edible bean promotion (Section J) and storage fees of $8,867.19 (Section F), for a net payable of $285,928.11. Interest in the amount of $23,666.27 (Section I) has accrued through May 3, 2016, for a total payable of $309,594.38.

Dated this 5th day of May, 2016.

BY THE COURT:

Jon J. Jensen
District Judge

cc: Illona A. Jeffcoat-Sacco
Mitchell D. Armstrong
Joel F. Arnason
Tracy A. Kennedy
John D. Schroeder
Russell J. Melland
Daniel L. Gaustad
Jon R. Brakke
Michael J. Morley
Scott M. Knudsvig

STATE OF NORTH DAKOTA — IN DISTRICT COURT

COUNTY OF GRAND FORKS — NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission,

Petitioner,

vs.

Grand Forks Bean Company, Inc. and Auto-Owners Insurance Company,

Respondents.

Case No.: 18-2015-CV-00240

ORDER RESOLVING POST-HEARING ISSUES

A. BACKGROUND.

[¶ 1] Grand Forks Bean Company, Inc. [Grand Forks Bean] became the subject of insolvency proceedings following complaints made to the Public Service Commission [PSC] by agricultural producers. The PSC secured an order requiring Grand Forks Bean to "cease and desist" its operations and appointing the PSC to act as trustee for Grand Forks Bean. Following its investigation of claims made by agricultural producers the PSC filed a Report and Recommendation for the distribution of trust fund assets held by the PSC as trustee for Grand Forks Bean.

[¶ 2] Following a hearing to resolve objections to the PSC's Report and Recommendation on May 3, 2016 the Court issued an Order Modifying the Trustee's Report and Recommendation. An Order Correcting Clerical Mistake/Oversight was issued by the Court on May 5, 2016 to clarify the initial order. Subsequent to those orders, the parties have raised the following issues:

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- Whether or not Curt Amundson's credit-sale claim can be addressed in this action and, if so, the amount payable to Curt Amundson from the Credit-Sale Contract Indemnity Fund.
- The amount of fees and expenses recoverable by PSC.
- Whether Auto-Owners Insurance Company should be required to deposit the entire amount of its bond.
- Whether payment from the trust fund should be made jointly to the claimants and third-party creditors of the claimants.

On July 1, 2016 the parties appeared at a hearing to provide argument in support of their respective positions on the above issues.

B. DETERMINATION OF CURT AMUNDSON'S CREDIT-SALE CLAIM IS NOT PART OF THIS PROCEEDING.

1. Claims for payment from the Chapter 60-10 Credit-Sale Contract Indemnity Fund are not part of these proceedings.

[¶ 3] The PSC was appointed as the Trustee for Grand Forks Bean as part of the process of the insolvency trust fund procedure provided by Chapter 60-04 of the North Dakota Century Code. Chapter 60-04 provides the structure for payment of claims arising from noncredit-sale contacts. Credit-sale contracts are specifically excluded from payment from the insolvency trust fund established by Chapter 60-04 of the North Dakota Century Code. Instead, credit-sale contracts are paid as part of the procedure provided by Chapter 60-10 which governs the administration of the Credit-Sale Contract Indemnity Fund.

[¶ 4] The Order Modifying the Trustee's Report and Recommendation (as modified) included a determination that Curt Amundson held a credit-sale contract and was therefore not eligible for payment from the Chapter 60-04 insolvency trust fund. Having concluded

that Curt Amundson was not entitled to payment from the Chapter 60-04 insolvency trust fund a determination of the amount of Curt Amundson's claims was not necessary.

[¶ 5] The PSC requests that a determination be made regarding the value of the Curt Amundson credit-sale contract and the amount to be paid to Curt Amundson from the Chapter 60-10 Credit-Sale Contract Indemnity Fund. Curt Amundson contends that the Court lacks subject matter jurisdiction because the present proceedings are limited to the administration of the Chapter 60-04 insolvency trust fund. The PSC counters that there are no alternative procedures available for Curt Amundson to raise his claim, the claim has been fully litigated and, if a determination is made, payment can be made from the Credit-Sale Contract Indemnity Fund.

[¶ 6] Curt Amundson filed a claim in this proceeding seeking to be paid from the Chapter 60-04 trust fund as a noncredit-sale contract holder. However, whether the Court should take the next step in determining the amount of Curt Amundson's credit-sale contract claim can be answered by considering what would have happened had Curt Amundson recognized that he held a credit-sale contract and elected not to seek compensation from the Chapter 60-04 insolvency trust fund. The reasonable conclusion is that Curt Amundson would have been able to pursue his claim administratively for compensation from the Chapter 60-10 Credit-Sale Contract Indemnity Fund had he not filed a claim in this proceeding.

[¶ 7] On March 27, 2015 the PSC initiated Notice of Appointment as Trustee and Notice to File Claims (Doc. No. 28). That notice specifically references the insolvency trust fund established by Chapter 60-04 and makes no reference to the Chapter 60-10 Credit-Sale Contract Indemnity Fund. The notice thereafter states that the failure to file a timely claim

may preclude "participation in the trust fund." The singular reference to "trust fund" rather than "trust funds," coupled with the absence of any reference to the Chapter 60-10 Credit-Sale Contract Indemnity Fund, compels the conclusion that had Curt Amundson not filed a claim, as the holder of a credit-sale contract, he would have still been eligible to submit a claim to the PSC for payment from Chapter 60-10 Credit-Sale Contract Indemnity Fund.

[¶ 8] N.D.C.C. § 60-10-13 provides that claims for payment from the Chapter 60-10 Credit-Sale Contract Indemnity Fund must be "administered in a manner consistent with" either Chapter 60-02.1 relating to grain buyers or Chapter 60-04 relating to licensed grain warehouses. "Consistent with" is not the same as "in conjunction with" or "as part of the proceeding." The fact that the PSC may not have established a procedure for submission of claims for payment from the Chapter 60-10 Credit-Sale Contract Indemnity Fund does not require the conclusion that it must therefore be part of the Chapter 60-04 proceedings. The problem could easily be resolved by modifying the Notice of Appointment as Trustee and Notice to File Claims (Doc. No. 28) to require claimants seeking payment from the Chapter 60-10 Credit-Sale Contract Indemnity Fund to also file claims pursuant to the notice.

[¶ 9] Finally, payment of claims in Chapter 60-04 proceedings is limited to receipt holders. The definition of receipt is provided in N.D.C.C. § 60-04-01(6) and specifically excludes credit-sale contracts. Unless the scope of this proceeding was expanded, by notice, to include credit-sale contracts the language of Chapter 60-04 excludes consideration of credit-sale contracts.

[¶ 10] Considering the statutory language and the notice to potential claimants provided by the PSC the reasonable conclusion is that determination of Curt Amundson's claims

against the Chapter 60-10 Credit-Sale Contract Indemnity Fund is not part of these proceedings. In particular, Curt Amundson has specifically rejected the Court's suggestion that he consent to the determination of his claim as part of these proceedings.

1. Unresolved issues.

[¶ 11] The PSC has provided its opinion regarding the amount payable to Curt Amundson from the Chapter 60-10 Credit-Sale Contract Indemnity Fund. Curt Amundson has provided his calculation of the amount he believes is payable from the Chapter 60-10 Credit-Sale Contract Indemnity Fund. Resolution of the dispute will likely require the determination of at least two additional issues.

[¶ 12] First, Bremer Bank has raised a question of whether or not Curt Amundson's claim should be "offset" by a payable (account receivable) Curt Amundson owes to Grand Forks Bean for the purchase of seed. Bremer Bank contends that offsetting the account receivable against the payment from the Chapter 60-10 Credit-Sale Contract Indemnity Fund is not proper and would be contrary to Bremer Bank's priority secured interests in Grand Forks Bean's accounts receivable. In summary, Bremer Bank would prefer that Curt Amundson's claim against the Chapter 60-10 Credit-Sale Contract Indemnity Fund be paid in full followed by full payment from Curt Amundson to Bremer Bank for the unpaid account receivable.

[¶ 13] As noted above, the Chapter 60-10 Credit-Sale Contract Indemnity Fund is to be administered "consistent with" the procedures of Chapter 60-04. N.D.C.C. 60-04-09(3) allows claims to be reduced by "advances or offsets accrued in favor of the warehouseman." Unfortunately it is unclear whether that language is intended to limit

offsets to the warehouse transaction(s) at issue or if it extends to all relationships between the parties including transactions like the unrelated seed transactions in this case.

[¶ 14] Second, the parties disagree whether or not interest should accrue on Curt Amundson's claim and, if so, how that interest should be calculated. As noted above, the Chapter 60-10 Credit-Sale Contract Indemnity Fund is to be administered "consistent with" the procedures of Chapter 60-04. N.D.C.C. 60-04-09(4)(5) provides for the payment of interest from the date of insolvency.

C. THE PSC'S FEES AND EXPENSES ARE REASONABLE.

[¶ 15] The PSC is entitled to recover its fees and expenses incurred in this proceeding from the trust fund. See, Order Modifying Trustee's Report and Recommendation, pp. 33-35. The PSC was directed to file a statement of its fees and expenses, subject to the objections of the other parties. Having reviewed the PSC's statement and considered the objections of the other parties the PSC's submission is determined to be reasonable. The rate for outside counsel and the amount of time expended by outside counsel in these proceedings were both reasonable. The PSC's fees and expenses, including the fees to outside counsel, paid to-date and any additional fees incurred until this matter is final shall be paid from the trust fund.

[¶ 16] The PSC proposed allocation of its fees and expenses 50/50 between the trust fund in these proceedings and the Chapter 60-10 Credit-Sale Contract Indemnity Fund. During the hearing on July 1, 2016 a suggestion was made that 100% of the PSC's fees and expenses should be allocated to these proceedings if Curt Amundson's claim were excluded from the determination; credit-sale contracts excluded from determination. The 50/50 allocation is appropriate. First, the issue was not raised until the hearing and after

submission of written responses by the other claimants. Allowing such a significant departure from the PSC's proposal at this juncture would not be fair. Second, although the amount of payment for credit-sale contracts will not be determined, the evaluation of the type of claim, credit-sale or noncredit-sale, should be allocated between the two trust funds.

D. DEPOSIT OF THE BOND PROCEEDS IS APPROPRIATE.

[¶ 17] The PSC requests an order requiring Auto-Owners to deposit the full amount of the bond with a subsequent reimbursement to Auto-Owners of any unused bond proceeds. Auto-Owners requests that it be required only to deposit the amount required to fund the trust fund. An order requiring the deposit of the full amount of the bond with a subsequent reimbursement to Auto-Owners of any unused bond proceeds is reasonable.

E. PAYMENT TO CLAIMANTS JOINTLY WITH LIEN HOLDERS IS REASONABLE.

[¶ 18] The PSC requests that the order to provide payments to claimants as provided in provisions 2 through 9 of the May 3, 2016 Order Modifying the Trustee's Report and Recommendation include the following: "Such distribution may be made jointly payable to the claimant and any valid lien holder at the time payment is made." The request is reasonable.

ORDER

1. The Curt Amundson claim is a Credit-Sale Contract claim payable from the Chapter 60-10 Credit-Sale Contract Indemnity Fund and the determination of the amount of his claim is not part of this proceeding.

2. The PSC's claimed fees and expenses are reasonable and the amount incurred to-date, and future expenses incurred through the conclusion of this matter, are payable from the trust fund.

3. Auto-Owners Insurance Company shall deposit the full amount of the bond into the trust fund.

4. The following direction shall be incorporated into distribution provisions 2 through 9 of the May, 3, 2016 Order Modifying Trustee's Report and Recommendation: "Such distribution may be made jointly payable to the claimant and any valid lien holder at the time payment is made."

Dated this 5th day of July, 2016.

BY THE COURT:

Jon J. Jensen
District Judge

cc: Illona A. Jeffcoat-Sacco
Mitchell D. Armstrong
Joel F. Arnason
Tracy A. Kennedy
John D. Schroeder
Russell J. Melland
Daniel L. Gaustad
Jon R. Brakke
Michael J. Morley
Scott M. Knudsvig

STATE OF NORTH DAKOTA

COUNTY OF GRAND FORKS

IN DISTRICT COURT

NORTHEAST JUDICIAL DISTRICT

CIVIL NO. 18-2015-cv-00240

Public Service Commission, Petitioner, vs. Grand Forks Bean Company, Inc., and Auto-Owners Insurance Company Respondents.	)	**ORDER FOR JUDGMENT**

*** *** ***

[¶1] The Court having issued its *Order Modifying Trustee's Report and Recommendations* (Doc ID# 377); *Order Correcting Clerical Mistake/Oversight* (Doc ID# 379); and *Order Resolving Post-Hearing Issues* (Doc ID# 423), and this matter now being ready for judgment, the Court orders entry of judgment as follows:

[¶2] IT IS ORDERED AND ADJUDGED:

1. The Report and Recommendation of the PSC is approved as Modified by the above-referenced orders.
2. The PSC shall distribute to Brad Nelson (the Brad Nelson Estate) $64,493.55, plus interest accruing after May 3, 2016. Such distribution may be made jointly payable to the claimant and any valid lien holder of the claimant at the time payment is made.
3. The PSC shall distribute to WJS Nelson $59,357.54, plus interest accruing after May 3, 2016. Such distribution may be made jointly payable to the claimant and any valid lien holder of the claimant at the time payment is made.

4. The PSC shall distribute to Nicholas Adams $36,162.68, plus interest accruing after May 3, 2016. Such distribution may be made jointly payable to the claimant and any valid lien holder of the claimant at the time payment is made.

5. The PSC shall distribute to Ronald Adams $309,594.38, plus interest accruing after May 3, 2016. Such distribution may be made jointly payable to the claimant and any valid lien holder of the claimant at the time payment is made.

6. The PSC shall distribute to Duane Altendorf $117,078.92, plus interest accruing after May 3, 2016. Such distribution may be made jointly payable to the claimant and any valid lien holder of the claimant at the time payment is made.

7. The PSC shall distribute to Brent Baldwin $91,128.99, plus interest accruing after May 3, 2016. Such distribution may be made jointly payable to the claimant and any valid lien holder of the claimant at the time payment is made.

8. The PSC shall distribute to Baldwin Farms, Inc. $40,030.30, plus interest accruing after May 3, 2016. Such distribution may be made jointly payable to the claimant and any valid lien holder of the claimant at the time payment is made.

9. The PSC shall distribute to Chuck Nelson $52,343.64, plus interest accruing after May 3, 2016. Such distribution may be made jointly payable to the claimant and any valid lien holder of the claimant at the time payment is made.

10. All other claims to the trust fund not identified in sub-paragraphs 2-9 above are DENIED.

11. The applicable interest rate for calculation of interest accruing after May 3, 2016, as described above is 3.25%.

12. Curt Amundson has a credit-sale claim that is payable from the N.D.C.C. ch. 60-10 Credit-Sale Contract Indemnity Fund, and the determination of the amount of his claim is not part of this proceeding.

13. The PSC is entitled to recover its fees and expenses incurred in this proceeding from the trust fund, including the fees to outside counsel, paid to-date and any additional fees incurred until this matter is final. The allocation and payment of the PSC's fees and expenses incurred as of May 12, 2016 ($56,412.10) and any additional fees and expenses incurred until this matter is final will be split equally between the trust fund and the N.D.C.C. ch. 60-10 Credit-Sale Contract Indemnity Fund.

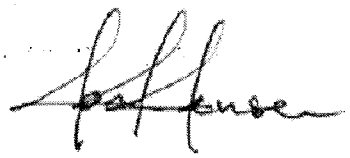
14. Auto-Owners is ordered to provide payment sufficient to cover any deficiency in the trust fund, limited to the amount of its bond. Auto-Owners shall deposit the full amount of its bond ($100,000) into the trust fund. Any unused bond proceeds upon final distribution will be reimbursed to Auto-Owners.

15. Any remaining trust assets excluding the bond proceeds shall be distributed jointly payable to Bremer Bank and Grand Forks Bean Company.

16. Upon payment of the amounts identified above, and the expiration of the time for appeal or conclusion of any appeal, the PSC is discharged from its duties as the Trustee for Grand Forks Bean.

17. All parties/claimants shall be responsible for their own costs and attorney fees except as provided with regard to the PSC.

[¶3] LET JUDGMENT BE ENTERED ACCORDINGLY.



Jon J. Jensen
Judge of the District Court

Signed: 7/22/2016 9:57:17 AM

STATE OF NORTH DAKOTA

COUNTY OF GRAND FORKS

IN DISTRICT COURT

NORTHEAST JUDICIAL DISTRICT

CIVIL NO. 18-2015-cv-00240

Public Service Commission,

Petitioner,

vs.

Grand Forks Bean Company, Inc., and Auto-Owners Insurance Company

Respondents.

JUDGMENT

*** *** ***

[¶1] The Court having considered this matter and having issued its *Order Modifying Trustee's Report and Recommendations* (Doc ID# 377); *Order Correcting Clerical Mistake/Oversight* (Doc ID# 379); and *Order Resolving Post-Hearing Issues* (Doc ID# 423), and Order for Judgment having been entered on July 22, 2016, 2016, IT IS HEREBY:

[¶2] ADJUDGED and DETERMINED:

1. The Report and Recommendation of the PSC is approved as Modified by the above-referenced orders.

2. The PSC shall distribute to Brad Nelson (the Brad Nelson Estate) $64,493.55, plus interest accruing after May 3, 2016. Such distribution may be made jointly payable to the claimant and any valid lien holder of the claimant at the time payment is made.

3. The PSC shall distribute to WJS Nelson $59,357.54, plus interest accruing after May 3, 2016. Such distribution may be made jointly payable to the claimant and any valid lien holder of the claimant at the time payment is made.

4. The PSC shall distribute to Nicholas Adams $36,162.68, plus interest accruing after May 3, 2016. Such distribution may be made jointly payable to the claimant and any valid lien holder of the claimant at the time payment is made.

5. The PSC shall distribute to Ronald Adams $309,594.38, plus interest accruing after May 3, 2016. Such distribution may be made jointly payable to the claimant and any valid lien holder of the claimant at the time payment is made.

6. The PSC shall distribute to Duane Altendorf $117,078.92, plus interest accruing after May 3, 2016. Such distribution may be made jointly payable to the claimant and any valid lien holder of the claimant at the time payment is made.

7. The PSC shall distribute to Brent Baldwin $91,128.99, plus interest accruing after May 3, 2016. Such distribution may be made jointly payable to the claimant and any valid lien holder of the claimant at the time payment is made.

8. The PSC shall distribute to Baldwin Farms, Inc. $40,030.30, plus interest accruing after May 3, 2016. Such distribution may be made jointly payable to the claimant and any valid lien holder of the claimant at the time payment is made.

9. The PSC shall distribute to Chuck Nelson $52,343.64, plus interest accruing after May 3, 2016. Such distribution may be made jointly payable to the claimant and any valid lien holder of the claimant at the time payment is made.

10. All other claims to the trust fund not identified in sub-paragraphs 2-9 above are DENIED.

11. The applicable interest rate for calculation of interest accruing after May 3, 2016, as described above is 3.25%.

12. Curt Amundson has a credit-sale claim that is payable from the N.D.C.C. ch. 60-10 Credit-Sale Contract Indemnity Fund, and the determination of the amount of his claim is not part of this proceeding.

13. The PSC is entitled to recover its fees and expenses incurred in this proceeding from the trust fund, including the fees to outside counsel, paid to-date and any additional fees incurred until this matter is final. The allocation and payment of the PSC's fees and expenses incurred as of May 12, 2016 ($56,412.10) and any additional fees and expenses incurred until this matter is final will be split equally between the trust fund and the N.D.C.C. ch. 60-10 Credit-Sale Contract Indemnity Fund.

14. Auto-Owners is ordered to provide payment sufficient to cover any deficiency in the trust fund, limited to the amount of its bond. Auto-Owners shall deposit the full amount of its bond ($100,000) into the trust fund. Any unused bond proceeds upon final distribution will be reimbursed to Auto-Owners.

15. Any remaining trust assets excluding the bond proceeds shall be distributed jointly payable to Bremer Bank and Grand Forks Bean Company.

16. Upon payment of the amounts identified above, and the expiration of the time for appeal or conclusion of any appeal, the PSC is discharged from its duties as the Trustee for Grand Forks Bean.

17. All parties/claimants shall be responsible for their own costs and attorney fees except as provided with regard to the PSC.

WITNESS THE HONORABLE JON J. JENSEN, JUDGE OF THE DISTRICT COURT,

and my hand and seal this _____ day of _____, 2016.

BY THE COURT:

Signed: 7/22/2016 12:12:30 PM

Katie Gray, deputy

Clerk of the District Court

20160303
FILED
IN THE OFFICE OF THE
CLERK OF SUPREME COURT
September 2, 2016
STATE OF NORTH DAKOTA

IN THE SUPREME COURT

STATE OF NORTH DAKOTA

Public Service Commission, Petitioner, vs. Grand Forks Bean Company, Inc., Auto-Owners Insurance Company, Respondents, PSC Case No. GE-15-36	Supreme Court No. _____ Grand Forks County District Court File No. 18-2015-CV-00240

NOTICE OF APPEAL

APPEAL FROM JUDGMENT, DATED JULY 22, 2016, ORDER DENYING INTERVENTION BY ALLOWING FULL PARTICIPATION AS A CLAIMANT – BREMER BANK, DATED NOVEMBER 19, 2015, ORDER MODIFYING TRUSTEE'S REPORT AND RECOMMENDATION, DATED MAY 3, 2016, ORDER CORRECTING CLERICAL MISTAKE/OVERSIGHT, DATED MAY 5, 2016, ORDER RESOLVING POST-HEARING ISSUES, DATED JULY 5, 2016, AND ORDER FOR JUDGMENT, DATED JULY 22, 2016

THE DISTRICT COURT OF GRAND FORKS COUNTY, NORTH DAKOTA
NORTHEAST CENTRAL JUDICIAL DISTRICT
THE HONORABLE JON J. JENSEN, PRESIDING

TO: THE ABOVE-NAMED PARTIES, ALL CLAIMANTS HEREIN, AND THEIR ATTORNEYS, AND

CLERK OF THE SUPREME COURT, supclerkofcourt@ndcourts.gov.

¶1 **PLEASE TAKE NOTICE** that Claimant Bremer Bank, National Association is taking appeal from the Grand Forks County District Court, Northeast Central Judicial District, to the Supreme Court of North Dakota from the following judgment and orders, all entered in District Court of Grand Forks County:

¶2 JUDGMENT, DATED JULY 22, 2016 (Doc ID# 432),

¶3 ORDER DENYING INTERVENTION BY ALLOWING FULL PARTICIPATION AS A CLAIMANT – BREMER BANK, DATED NOVEMBER 19, 2015 (Doc ID# 181),

¶4 ORDER MODIFYING TRUSTEE'S REPORT AND RECOMMENDATION, DATED MAY 3, 2016 (Doc ID# 377),

¶5 ORDER CORRECTING CLERICAL MISTAKE/OVERSIGHT, DATED MAY 5, 2016 (Doc ID# 379),

¶6 ORDER RESOLVING POST-HEARING ISSUES, DATED JULY 5, 2016 (Doc ID# 423), AND

¶7 ORDER FOR JUDGMENT, DATED JULY 22, 2016 (Doc ID# 431).

¶8 A preliminary statement of the issues, as required under N.D.R.App.P. 4(c) are as follows. Bremer Bank, National Association, through the listing of the following preliminary issues does not in any way intend to waive raising other or further issues in the future, and expressly reserves the right to raise any and all other issues at a later time:

¶9 **Whether the District Court Erred in Not Permitting Bremer Bank intervene as a matter of right under N.D.R.Civ.P. 24(a) or permissively under 24(b).**

¶10 **Whether the District Court Erred in Determining the Insolvency Date of Grand Forks Bean Company, Inc.**

¶11 **Whether the District Court Erred in Determining the Amount Payable to Grower-Claimants.**

¶12 **Whether the District Court Erred in Determining the Grower-Claimants Maintained a Statutory Lien against the Pinto Bean's Held at Grand Forks Bean Company, Inc.**

¶13 **Whether the District Court Erred in Determining that Offsets Due from the Grower-Claimants Were Allowed to Reduce their Claims as an against Bremer Bank's Security Interest in Grand Forks Bean Company, Inc.'s Accounts.**

¶14 **Whether the District Court Erred in Determining the Terms of Alleged Oral Sales Agreements with Certain Grower-Claimants.**

Dated this 2nd day of September, 2016.

TRACY A. KENNEDY, ND ID # 05704
JOHN D. SCHROEDER, ND ID #07147
Zimney Foster P.C.
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Attorneys for Bremer Bank, National Association

IN THE SUPREME COURT

STATE OF NORTH DAKOTA

Public Service Commission, Petitioner, vs. Grand Forks Bean Company, Inc., Auto-Owners Insurance Company, Respondents, PSC Case No. GE-15-36	)	Supreme Court No. _____ Grand Forks County District Court File No. 18-2015-CV-00240

AFFIDAVIT OF SERVICE BY EMAIL

APPEAL FROM JUDGMENT, DATED JULY 22, 2016, ORDER DENYING INTERVENTION BY ALLOWING FULL PARTICIPATION AS A CLAIMANT – BREMER BANK, DATED NOVEMBER 19, 2015, ORDER MODIFYING TRUSTEE'S REPORT AND RECOMMENDATION, DATED MAY 3, 2016, ORDER CORRECTING CLERICAL MISTAKE/OVERSIGHT, DATED MAY 5, 2016, ORDER RESOLVING POST-HEARING ISSUES, DATED JULY 5, 2016, AND ORDER FOR JUDGMENT, DATED JULY 22, 2016

THE DISTRICT COURT OF GRAND FORKS COUNTY, NORTH DAKOTA
NORTHEAST CENTRAL JUDICIAL DISTRICT
THE HONORABLE JON J. JENSEN, PRESIDING

STATE OF NORTH DAKOTA)
)SS.
COUNTY OF GRAND FORKS)

SARA HAMLING, being first duly sworn on oath deposes and says that she is a secretary in the office of Zimney Foster P.C., 3100 South Columbia Road, Ste. 200, Grand Forks, ND 58201, that on the 2nd day of September, 2016, she served:

1. **Notice of Appeal**
2. **Order for Transcrip**

by having it electronically served to the individual(s) listed below at their email address as noted:

Joel Arnason
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Attorney for Brent Baldwin, Baldwin Farms & Duane Altendorf

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Attorneys for PSC

Michael J. Morley
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P.O. Box 14519
Grand Forks, ND 58208-4519
mmorley@MorleyLawFirm.com
Attorney for Auto-Owners Insurance Company

Sara Hamling
Sara Hamling

Subscribed and sworn to before me this 2nd day of September, 2016.

Shirley Bakken
NOTARY PUBLIC, NORTH DAKOTA
My commission expires:

SHIRLEY BAKKEN
Notary Public
State of North Dakota
My Commission Expires June 24, 2017

STATE OF NORTH DAKOTA — IN DISTRICT COURT

COUNTY OF GRAND FORKS — NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission, Petitioner, vs. Grand Forks Bean Company, Inc. and Auto-Owners Insurance Company, Respondents.	Case No.: 18-2015-CV-00240 ORDER DENYING POST-JUDGMENT RELIEF – MOTION FILED AUGUST 24, 2016

[¶ 1] Auto-Owners Insurance Company [Auto-Owners] has requested relief from the Judgment entered in this proceeding on July 5, 2016. Auto-Owners asserts that the Court incorrectly determined that all of the parties were in agreement with determining the date of Grand Forks Bean Company's insolvency by applying N.D.C.C. § 60-04-02 and that the Court should have applied N.D.C.C. § 60-02-41 to determine the date of insolvency. The date of Grand Forks Bean's date of insolvency is important because it determines the amount of the claims asserted by the growers. Auto-Owners contends that applying § 60-02-41 would reduce the growers' claims to a point that it would not be necessary for Auto-Owners to provide funds under the terms of its bond; there would be sufficient assets in the trust fund to cover the claims and expenses.

[¶ 2] Auto-Owners is correct in its observation that all of the parties did not agree that § 60-04-02 was the appropriate statute for determining the date of insolvency. Both Auto-Owners and Bremer Bank National Association contend that § 60-02-41 should apply. However, the incorrect statement that all parties agreed on the application of § 60-

DISTRICT COURT CHAMBERS
Northeast Central Judicial District
Grand Forks, North Dakota 58201

04-02 does not change the conclusion that the appropriate statutory provision to apply to determine Grand Forks Bean Company's insolvency is § 60-04-02.

[¶ 3] These proceedings were initiated under Chapter 60-04 governing warehouse insolvency. As noted in the Order dated May 3, 2016, Chapter 60-02 is directed toward the regulation of warehouses while Chapter 60-04 governs warehouse insolvency proceedings. While the two chapters are part of the same regulatory scheme (Public Service Com'n v. Minnesota Grain, Inc., 2008 ND 184, ¶ 17, 756 N.W.2d 763), it is not necessary to go beyond § 60-04-02 to determine the date of insolvency in proceedings governed by Chapter 60-04.

[¶ 4] Based upon the above findings and/or conclusions:

ORDER

[¶ 5] Auto-Owners Insurance Company's motion for post-judgment relief filed August 24, 2016 is DENIED.

Dated this 15th day of September, 2016.

BY THE COURT:

Jon J. Jensen
District Judge

cc: Mitchell D. Armstrong
Joel F. Arnason
Tracy A. Kennedy
John D. Schroeder
Russell J. Melland
Daniel L. Gaustad
Jon R. Brakke
Michael J. Morley
Scott M. Knudsvig

RECEIVED BY CLERK
SUPREME COURT SEP 15 2016

20160303

IN THE SUPREME COURT
STATE OF NORTH DAKOTA

Public Service Commission, Petitioner, vs. Grand Forks Bean Company, Inc., Auto-Owners Insurance Company, Respondents. PSC Case No. GE-15-36	**SUPREME COURT NO. 20160303** Civil No. 18-2015-CV-00240 **FILED** IN THE OFFICE OF THE CLERK OF SUPREME COURT SEP 15 2016 STATE OF NORTH DAKOTA

NOTICE OF APPEAL

APPEAL FROM ORDER MODIFYING TRUSTEE'S REPORT AND RECOMMENDATION, DATED MAY 3, 2016, ORDER CORRECTING CLERICAL MISTAKE/OVERSIGHT, DATED MAY 5, 2016, ORDER RESOLVING POST-HEARING ISSUES, DATED JULY 5, 2016, ORDER FOR JUDGMENT, DATED JULY 22, 2016, AND JUDGMENT, DATED JULY 22, 2016

THE DISTRICT COURT OF GRAND FORKS COUNTY, NORTH DAKOTA,
NORTHEAST CENTRAL JUDICIAL DISTRICT
THE HONORABLE JON J. JENSEN, PRESIDING

TO: THE ABOVE-NMED PARTIES, ALL CLAIMANTS HEREIN, AND THEIR ATTORNEYS, AND

CLERK OF THE SUPREME COURT, supclerkofcourt@ndcourts.gov

¶1 **PLEASE TAKE NOTICE** that the Claimants Beth Nelson, as Assignee of the Estate of Brad Nelson, and Curt Amundson hereby appeal from the Grand Forks County District Court, Northeast Central Judicial District, to the Supreme Court of North Dakota from the following orders and judgment entered by the District Court for the County of Grand Forks, State of North Dakota:

¶ 2 ORDER MODIFYING TRUSTEE'S REPORT AND RECOMMENDATIONS, DATED MAY 3, 2016,

¶ 3 ORDER CORRECTING CLERICAL MISTAKE/OVERSIGHT, DATED MAY 5, 2016,

¶ 4 ORDER RESOLVING POST-HEARING ISSUES, DATED JULY 5, 2016,

¶ 5 ORDER FOR JUDGMENT, DATED JULY 22, 2016, AND

¶ 6 JUDGMENT, DATED JULY 22, 2016.

¶ 7 Appellant's preliminary statement of the issues is as follows:

¶ 8 Whether the District Court erred in determining that Curt Amundson was a credit sale seller rather than a receipt holder.

¶ 9 Whether the District Court erred in determining that the amounts of certain claims were calculated using a commodity market value different than existed as of the insolvency date determined by the District Court.

Respectfully submitted t his 15th day of September, 2016.

VOGEL LAW FIRM

By: */s/ Jon R. Brakke*

JON R. BRAKKE, ND ID #03554
218 NP Avenue
PO Box 1389
Fargo, ND 58107-1389
Telephone: 701.237.6983
jbrakke@vogellaw.com
ATTORNEYS FOR CURT AMUNDSON AND BETH NELSON, AS ASSIGNEE OF THE ESTATE OF BRAD NELSON

2672066.1

IN THE SUPREME COURT
STATE OF NORTH DAKOTA

Public Service Commission, Petitioner, vs. Grand Forks Bean Company, Inc., Auto-Owners Insurance Company, Respondents. PSC Case No. GE-15-36	**SUPREME COURT NO. 20160303** Civil No. 18-2015-CV-00240

AFFIDAVIT OF SERVICE BY E-MAIL

APPEAL FROM ORDER MODIFYING TRUSTEE'S REPORT AND RECOMMENDATION, DATED MAY 3, 2016, ORDER CORRECTING CLERICAL MISTAKE/OVERSIGHT, DATED MAY 5, 2016, ORDER RESOLVING POST-HEARING ISSUES, DATED JULY 5, 2016, ORDER FOR JUDGMENT, DATED JULY 22, 2016, AND JUDGMENT, DATED JULY 22, 2016

THE DISTRICT COURT OF GRAND FORKS COUNTY, NORTH DAKOTA,
NORTHEAST CENTRAL JUDICIAL DISTRICT
THE HONORABLE JON J. JENSEN, PRESIDING

STATE OF NORTH DAKOTA)
) ss:
COUNTY OF CASS)

Lori Thrall, being first duly sworn on oath, deposes and states that she is a secretary in the office of the Vogel Law Firm, 218 NP Avenue, P. O. Box 1389, Fargo, ND 58107-1389 and that on the **15th day of September, 2016**, she served:

NOTICE OF APPEAL (of Claimants Curt Amundson and Beth Nelson, as Assignee of the Estate of Brad Nelson)

by having it electronically served to the individual(s) listed below at their e-mail address as noted:

Joel Arnason
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Attorney for Brent Baldwin, Baldwin Farms & Duane Altendorf

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Michael J. Morley
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mmorley@morleylawfirm.com
Attorney for Auto-Owners Insurance Company

Lori Thrall

Subscribed and sworn to before me this 15th day of September, 2016.

SONIE J. THOMPSON
Notary Public
State of North Dakota
My Commission Expires Aug. 13, 2022

Notary Public, Cass County, ND

(SEAL)
2672506.1

RECEIVED BY CLERK
SUPREME COURT SEP 15 2016

20160303

IN THE SUPREME COURT

STATE OF NORTH DAKOTA

Public Service Commission, Petitioner, vs. Grand Forks Bean Company, Inc., and Auto-Owners Insurance Company Respondents.	)	**Supreme Court No. 20160303** Civil No. 18-2015-CV-00240

FILED
IN THE OFFICE OF THE
CLERK OF SUPREME COURT

SEP 15 2016

STATE OF NORTH DAKOTA

*** *** ***

APPEAL FROM ORDER MODIFYING TRUSTEE'S REPORT AND RECOMMENDATION, DATED MAY 3, 2016, ORDER CORRECTING CLERICAL MISTAKE/OVERSIGHT, DATED MAY 5, 2016, ORDER RESOLVING POST-HEARING ISSUES, DATED JULY 5, 2016, ORDER FOR JUDGMENT, DATED JULY 22, 2016, AND JUDGMENT, DATED JULY 22, 2016

THE DISTRICT COURT OF GRAND FORKS COUNTY, NORTH DAKOTA
NORTHEAST CENTRAL JUDICIAL DISCTRIC
THE HONORABLE JON J. JENSEN, PRESIDING

NOTICE OF APPEAL AND CROSS-APPEAL

TO: THE ABOVE-NAMED PARTIES, ALL CLAIMANTS HEREIN, AND THEIR ATTORNEYS, AND CLERK OF SUPREME COURT:

[¶1] PLEASE TAKE NOTICE that the Public Service Commission hereby appeals and cross appeals to the North Dakota Supreme Court from the Judgment entered by the District Court for Grand Forks County on July 22, 2016. The Notice of Entry of Judgment was served July 25, 2016. The Judgment was entered pursuant to an *Order Modifying Trustee's Report and Recommendation* dated May 3, 2016; an *Order Correcting Clerical Mistake/Oversight* dated May 5, 2016; an *Order Resolving Post-hearing Issues* dated July 5, 2016, and an *Order for Judgment*

dated July 22, 2016. Bremer Bank, National Association filed its *Notice of Appeal* on September 2, 2016.

[¶2] Through its appeal and cross-appeal, the preliminary statement of issues that the Public Service Commission intends to take exception to the District Court's underlying orders are:

1. Whether the District Court erred in modifying the PSC's Report and Recommendations;

2. Whether the District Court erred in determining the insolvency date of Grand Forks Bean Company, Inc.;

3. Whether the District Court erred in determining the amount payable to the grower-claimants;

4. Whether the District Court erred by not determining the amount owing for Curt Amundson's claim; and

5. If Curt Amundson is a credit sale claimant, whether interest is awardable on his credit sale claim.

[¶3] The PSC anticipates it opposes Bremer Bank's position with regard to the issues specified in ¶¶ 9, 12, 13, and 14 of Bremer Bank's *Notice of Appeal*. The PSC may also oppose certain aspects of Bremer Bank's position with respect to the remaining issues identified in Bremer Bank's *Notice of Appeal*, which is dependent on the position taken by Bremer Bank on appeal.

Dated this 15th day of September, 2016.

By */s/ Mitchell D. Armstrong*

Mitchell D. Armstrong (ND ID No: 05892)
marmstrong@smithbakke.com
Brian D. Schmidt (ND ID No: 07498)
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and

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Special Assistant Attorney General
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600 East Boulevard Ave – Dept. 408
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(701) 328-2400

Attorneys for Petitioner, Public Service Commission

IN THE SUPREME COURT

STATE OF NORTH DAKOTA

Public Service Commission,	)	
	)	**Supreme Court No. 20160303**
Petitioner,	)	
	)	Civil No. 18-2015-CV-00240
vs.	)	
	)	
Grand Forks Bean Company, Inc., and	)	
Auto-Owners Insurance Company	)	
	)	
Respondents.	)	

*** *** ***

APPEAL FROM ORDER MODIFYING TRUSTEE'S REPORT AND RECOMMENDATION, DATED MAY 3, 2016, ORDER CORRECTING CLERICAL MISTAKE/OVERSIGHT, DATED MAY 5, 2016, ORDER RESOLVING POST-HEARING ISSUES, DATED JULY 5, 2016, ORDER FOR JUDGMENT, DATED JULY 22, 2016, AND JUDGMENT, DATED JULY 22, 2016

THE DISTRICT COURT OF GRAND FORKS COUNTY, NORTH DAKOTA
NORTHEAST CENTRAL JUDICIAL DISCTRIC
THE HONORABLE JON J. JENSEN, PRESIDING

AFFIDAVIT OF SERVICE

STATE OF NORTH DAKOTA)
)ss
COUNTY OF BURLEIGH)

Tiffany Knopik, being first duly sworn, deposes and states that she is over the age of eighteen years and not a party to the above-entitled matter. That on September 15, 2016, she served the following document:

1. **Notice of Appeal and Cross-Appeal**

electronically by email to the following:

Daniel L. Gaustad
dan@grandforkslaw.com
Attorney for Brent Baldwin/Baldwin Farms
& Duane Altendorf

Tracy A. Kennedy
tracykennedy@northdakotalaw.net
Attorney for Bremer Bank

John D. Schroeder
jschroeder@northdakotalaw.net
Attorney for Bremer Bank

Jon R. Brakke
jbrakke@vogellaw.com
Attorney for Curt Amundson &
The Estate of Brad Nelson

Joel Arnason
jfamoose@gra.midco.net
Attorney for Grand Forks Bean Company, Inc.

Russ J. Melland
rmelland@camrudlaw.com
Attorney for Ronald Adams, Nickolas Adams,
Chuck B. Nelson and Steve & Jon Nelson

Illona Jeffcoat-Sacco
ijs@nd.gov
Attorney for Public Service Commission

Scott M. Knudsvig
sknudsvig@pringlend.com
Attorney for Fessenden Cooperative Assn.

Michael J. Morley
mmorley@morleylawfirm.com
Attorney for Auto-Owners Insurance Company

And via U.S. Mail to the following:

Tad McGurk
Registered Agent for Grand Forks Bean Company, Inc.
630 Schroeder Dr.
Grand Forks, ND 58201

Tiffany Knopik

Subscribed and sworn to before me this 15th day of September, 2016.

ANNA HEINEN
Notary Public
State of North Dakota
My Commission Expires June 12, 2019

Notary Public
Burleigh County, North Dakota

20160303
FILED
IN THE OFFICE OF THE
CLERK OF SUPREME COURT
September 22, 2016
STATE OF NORTH DAKOTA

IN THE SUPREME COURT
STATE OF NORTH DAKOTA

Public Service Commission, Petitioner, vs. Grand Forks Bean Company, Inc., Auto-Owners Insurance Company, Respondents. PSC Case No.: GE-15-36	)	Supreme Court No.: 20160303 District Court Civil No: 18-2015-cv-00240

NOTICE OF APPEAL

Appeal from Order Modifying Trustee's Report & Recommendation Dated May 3, 2016, From Order Correcting Clerical Mistake/Oversight Dated May 5, 2016, From Order for Judgment Dated July 22, 2016, From Judgment Dated and Entered July 22, 2016, and From Order Denying Post-Judgment Relief-Motion Filed August 24, 2016, by Auto-Owners Insurance Company, Dated September 15, 2016.

The District Court of Grand Forks County, North Dakota
Northeast Central Judicial District
The Honorable Jon J. Jensen, District Judge, Presiding

TO: THE ABOVE-NAMED PARTIES, ALL CLAIMANTS HEREIN, THEIR ATTORNEYS OF RECORD AND THE CLERK OF THE SUPREME COURT – SUPCLERKOFCOURT@NDCOURTS.GOV:

1. PLEASE TAKE NOTICE that the respondent Auto-Owners Insurance Company hereby appeals from the Grand Forks County District Court, Northeast Central Judicial District, to the Supreme Court of the State of North Dakota from the following Orders and Judgment entered by the District Court for the County of Grand Forks, State of North Dakota:

2. Appeal from Order Modifying Trustee's Report & Recommendation, dated May 3, 2016, Order Correcting Clerical Mistake/Oversight dated May 5, 2016, Order for Judgment dated July 22, 2016, Judgment dated and entered July 22, 2016, and Order Denying Post-Judgment Relief-Motion filed August 24, 2016, by Auto-Owners Insurance Company, dated September 15, 2016.

3. Appellant Auto-Owners' preliminary statement of the issues is as follows:

4. Whether the District Court erred in modifying the Report and Recommendations of the Trustee, North Dakota Public Service Commission, in this action;

5. Whether the District Court erred in its determination of the insolvency date of Grand Forks Bean Company, Inc., in this action, because it failed to apply the correct North Dakota statute that governed and determined the appropriate date of insolvency of Grand Forks Bean Company, Inc., in this action, namely N.D.C.C. § 60-02-41;

6. Whether the District Court erred in determining the amounts payable to the grower-claimants, whom the District Court determined were allowed to recover from the Grand Forks Bean Company Trust Fund involved in this action, because it failed to apply the correct North Dakota statute that governed both the insolvency date of Grand Forks Bean Co., Inc., and the appropriate market price the grower-claimants must accept for their outstanding unconverted scale tickets or warehouse receipts for their beans in this action due to the insolvency of Grand Forks Bean Company, Inc., namely N.D.C.C. § 60-02-41;

7. Whether the District Court's determinations of the insolvency date of Grand Forks Bean Co., Inc., and the market price the grower-claimants were entitled to recover from the Grand Forks Bean Co., Inc., Trust Fund involved in this action were against the greater weight of the evidence and unsupported by the greater weight of the evidence at trial;

8. Other issues as appropriate to the appeal of Auto-Owners Insurance Company in this action; and

9. The above statement of issues of Auto-Owners Insurance Company on this appeal are preliminary and Auto-Owners does not intend to waive any other appropriate and necessary issues regarding its appeal of the aforementioned Orders and Judgment of the District Court and reserves and preserves all other appropriate issues pertaining to the appeal of Auto-Owners in this action.

Respectfully submitted this 22nd day of September, 2016.

Michael J. Morley, #03596
MORLEY LAW FIRM, LTD.
4000 Garden View Drive, Ste. 100
P.O. Box 14519
Grand Forks, ND 58208-4519
701-772-7266
mmorley@morleylawfirm.com
Counsel for Appellant
Auto-Owners Insurance Co.

Public Service Commission v. Grand Forks Bean Company, Inc., et. al.
Case No: 20160303
Affidavit of Service by E-Mail

STATE OF NORTH DAKOTA)
) ss
COUNTY OF GRAND FORKS)

The undersigned, being first duly sworn, deposes and states that a copy of:

Notice of Appeal

was served on September 22, 2016, by sending true and correct copy of the same via e-mail to the following:

Mitchell D. Armstrong, Esq.	John D. Schroeder, Esq.
Brian D. Schmidt, Esq.	Jon R. Brakke, Esq.
Illona A. Jeffcoat-Sacco, Esq.	Joel F. Arnason, Esq.
Daniel L. Gaustad, Esq.	Russ J. Melland, Esq.
Tracy A. Kennedy, Esq.	Scott M. Knudsvig, Esq.

That the above document was duly served in accordance with the provisions of the North Dakota Rules of Civil Procedure.

Affiant

SUBSCRIBED AND SWORN to before me this 22nd day of September, 2016.

Notary Public
My Commission Expires:

(SEAL) DEBRA J LYKKEN
NOTARY PUBLIC
STATE OF NORTH DAKOTA
My Commission Expires APRIL 4, 2019

20160303
FILED
IN THE OFFICE OF THE
CLERK OF SUPREME COURT
SEPTEMBER 23, 2016
STATE OF NORTH DAKOTA

IN THE SUPREME COURT

STATE OF NORTH DAKOTA

Public Service Commission, Petitioner, vs. Grand Forks Bean Company, Inc., Auto-Owners Insurance Company, Respondents, PSC Case No. GE-15-36	Supreme Court No. 20160303 Grand Forks County District Court File No. 18-2015-CV-00240

AMENDED
NOTICE OF APPEAL

APPEAL FROM JUDGMENT, DATED JULY 22, 2016, ORDER DENYING INTERVENTION BY ALLOWING FULL PARTICIPATION AS A CLAIMANT – BREMER BANK, DATED NOVEMBER 19, 2015, ORDER MODIFYING TRUSTEE'S REPORT AND RECOMMENDATION, DATED MAY 3, 2016, ORDER CORRECTING CLERICAL MISTAKE/OVERSIGHT, DATED MAY 5, 2016, ORDER RESOLVING POST-HEARING ISSUES, DATED JULY 5, 2016, ORDER FOR JUDGMENT, DATED JULY 22, 2016, AND ORDER DENYING POST-JUDGMENT RELIEF-MOTION FILED AUGUST 24, 2016, DATED SEPTEMBER 15, 2016

THE DISTRICT COURT OF GRAND FORKS COUNTY, NORTH DAKOTA
NORTHEAST CENTRAL JUDICIAL DISTRICT
THE HONORABLE JON J. JENSEN, PRESIDING

TO: THE ABOVE-NAMED PARTIES, ALL CLAIMANTS HEREIN, AND THEIR ATTORNEYS, AND

CLERK OF THE SUPREME COURT, supclerkofcourt@ndcourts.gov.

¶1 **PLEASE TAKE NOTICE** that Claimant Bremer Bank, National Association is taking appeal from the Grand Forks County District Court, Northeast Central Judicial District, to the

Supreme Court of North Dakota from the following judgment and orders, all entered in District Court of Grand Forks County:

¶2 JUDGMENT, DATED JULY 22, 2016 (Doc ID # 432),

¶3 ORDER DENYING INTERVENTION BY ALLOWING FULL PARTICIPATION AS A CLAIMANT – BREMER BANK, DATED NOVEMBER 19, 2015 (Doc ID # 181),

¶4 ORDER MODIFYING TRUSTEE'S REPORT AND RECOMMENDATION, DATED MAY 3, 2016 (Doc ID # 377),

¶5 ORDER CORRECTING CLERICAL MISTAKE/OVERSIGHT, DATED MAY 5, 2016 (Doc ID # 379),

¶6 ORDER RESOLVING POST-HEARING ISSUES, DATED JULY 5, 2016 (Doc ID # 423),

¶7 ORDER FOR JUDGMENT, DATED JULY 22, 2016 (Doc ID # 431), and

¶8 ORDER DENYING POST-JUDGMENT RELIEF-MOTION FILED AUGUST 24, 2016 DATED SEPTEMBER 15, 2016 (Doc ID # 459).

¶9 A preliminary statement of the issues, as required under N.D.R.App.P. 4(c) are as follows. Bremer Bank, National Association, through the listing of the following preliminary issues does not in any way intend to waive raising other or further issues in the future, and expressly reserves the right to raise any and all other issues at a later time:

¶10 Whether the District Court Erred in Not Permitting Bremer Bank intervene as a matter of right under N.D.R.Civ.P. 24(a) or permissively under 24(b).

¶11 Whether the District Court Erred in Determining the Insolvency Date of Grand Forks Bean Company, Inc.

¶12 Whether the District Court Erred in Determining the Amount Payable to Grower-Claimants.

¶13 Whether the District Court Erred in Determining the Grower-Claimants Maintained a Statutory Lien against the Pinto Bean's Held at Grand Forks Bean Company, Inc.

¶14 Whether the District Court Erred in Determining that Offsets Due from the Grower-Claimants Were Allowed to Reduce their Claims as an against Bremer Bank's Security Interest in Grand Forks Bean Company, Inc.'s Accounts.

¶15 Whether the District Court Erred in Determining the Terms of Alleged Oral Sales Agreements with Certain Grower-Claimants.

Dated this 23rd day of September, 2016.

TRACY A. KENNEDY, ND ID # 05704
JOHN D. SCHROEDER, ND ID #07147
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Attorneys for Bremer Bank, National Association

IN THE SUPREME COURT

STATE OF NORTH DAKOTA

Public Service Commission, Petitioner, vs. Grand Forks Bean Company, Inc., Auto-Owners Insurance Company, Respondents, PSC Case No. GE-15-36	)	Supreme Court No. 20160303 Grand Forks County District Court File No. 18-2015-CV-00240

AFFIDAVIT OF SERVICE BY EMAIL

APPEAL FROM JUDGMENT, DATED JULY 22, 2016, ORDER DENYING INTERVENTION BY ALLOWING FULL PARTICIPATION AS A CLAIMANT – BREMER BANK, DATED NOVEMBER 19, 2015, ORDER MODIFYING TRUSTEE'S REPORT AND RECOMMENDATION, DATED MAY 3, 2016, ORDER CORRECTING CLERICAL MISTAKE/OVERSIGHT, DATED MAY 5, 2016, ORDER RESOLVING POST-HEARING ISSUES, DATED JULY 5, 2016, ORDER FOR JUDGMENT, DATED JULY 22, 2016, AND ORDER DENYING POST-JUDGMENT RELIEF-MOTION FILED AUGUST 24, 2016, DATED SEPTEMBER 15, 2016

THE DISTRICT COURT OF GRAND FORKS COUNTY, NORTH DAKOTA
NORTHEAST CENTRAL JUDICIAL DISTRICT
THE HONORABLE JON J. JENSEN, PRESIDING

STATE OF NORTH DAKOTA)
)SS.
COUNTY OF GRAND FORKS)

BRENDA R. DIPERSIO, being first duly sworn on oath deposes and says that she is a secretary in the office of Zimney Foster P.C., 3100 South Columbia Road, Ste. 200, Grand Forks, ND 58201, that on the 23rd day of September, 2016, she served:

1. **Amended Notice of Appeal**

by having it electronically served to the individual(s) listed below at their email address as noted:

Joel Arnason
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Attorney for Auto-Owners Insurance Company

Brenda R. DiPersio

Subscribed and sworn to before me this 23rd day of September, 2016.

NOTARY PUBLIC, NORTH DAKOTA
My commission expires:

SHIRLEY BAKKEN
Notary Public
State of North Dakota
My Commission Expires June 24, 2017