

Duane Altendorf

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

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF GRAND FORKS

NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission,

Civil No. 18-2015-CV-00240

Petitioner,

v.

**CLAIM OF CURT AMUNDSON**

Grand Forks Bean Company, Inc.,

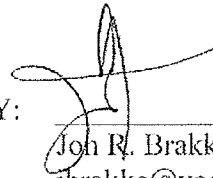
Respondent.

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:



John 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:

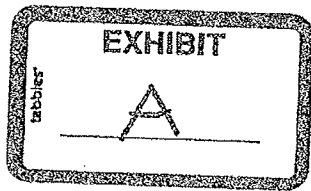
1. The company will accept, to the extent of its plant capacity to handle them, U.S. No. 1 and U.S. No. 2 Pinto Beans, with a moisture content not over 15%, grown and delivered to it by grower. Upon deliver of the pinto beans to the company plant, a receiving ticket will be issued to the grower and the 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 ~~\$0.0330~~ <sup>00493</sup> per day per cwt applies.

Dated this 5<sup>th</sup> day of SEPTEMBER, 20 13.

Grand Forks Bean Co., Inc.  
COMPANY BY

Curt Amundson  
GROWER

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



Comments:  
Enright  
See 18  
Sullivan

68110 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 \_\_\_\_\_ ON DRIVER OFF

Address \_\_\_\_\_  
Kind Pinto Grade 1 Bin No. \_\_\_\_\_  
Spills 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:  
Enright  
See 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 \_\_\_\_\_ ON DRIVER OFF

Address \_\_\_\_\_  
Kind Pinto Grade 1 Bin No. \_\_\_\_\_  
Spills 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:  
Enright/20  
See 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 \_\_\_\_\_ ON DRIVER OFF

Address \_\_\_\_\_  
Kind Pinto Grade 1 Bin No. 58  
Spills 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:  
See 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

03592

DATE 9/11/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_

Address \_\_\_\_\_  
Kind Pinto Grade 1 Bin No. \_\_\_\_\_  
Spills 1.52 %Pick 1.2 %FM 1 %  
Moist 14 % Total Dock 3.72 %  
Check Seed Coals \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coals back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April 1st/15th 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 See 32  
Norceland

14500 Vehicle & Grain..LBS  
26360 Vehicle.....LBS  
48140 Gross Grain.....LBS  
1599 Dockage.....LBS  
46541 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02600

DATE 9/5/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_

Address \_\_\_\_\_  
Kind Pinto Grade 1 Bin No. \_\_\_\_\_  
Spills 1.52 %Pick 1.1 %FM .8 %  
Moist 13 % Total Dock 3.32 %  
Check Seed Coals \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coals back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April 1st/15th 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 See 32  
Norceland

75730 Vehicle & Grain..LBS  
25160 Vehicle.....LBS  
50570 Gross Grain.....LBS  
2427 Dockage.....LBS  
48143 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

03386

DATE 9/5/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_

Address \_\_\_\_\_  
Kind Pinto Grade 1 Bin No. \_\_\_\_\_  
Spills 1.4 %Pick 1.6 %FM 1.8 %  
Moist 13.2 % Total Dock 4.8 %  
Check Seed Coals \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coals back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April 1st/15th 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:   
See 32  
Northland  
72070

Vehicle & Grain...LBS  
26170 Vehicle.....LBS  
45900 Gross Grain.....LBS  
1707 Dockage.....LBS  
44193 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02600

DATE 9/5/13

Name CURT AMUNDSON

Name DRIVER OFF

Address

Kind Pinto Grade Bin No. E5

Spills 17 %Pick 2 %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: HCE  
See 18 Sullivan

Vehicle & Grain...LBS  
26240 Vehicle.....LBS  
36560 Gross Grain.....LBS  
1097 Dockage.....LBS  
35463 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02600

DATE 9/5/13

Name CURT AMUNDSON

Name DRIVER OFF

Address

Kind Pinto Grade Bin No.

Spills 16 %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: HCE  
See 18 Sullivan

Vehicle & Grain...LBS  
27460 Vehicle.....LBS  
53680 Gross Grain.....LBS  
1631 Dockage.....LBS  
52019 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02600

DATE 9/5/13

Name CURT AMUNDSON

Name DRIVER OFF

Address

Kind Pinto Grade Bin No.

Spills 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.  
See 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 9/6/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_

Address \_\_\_\_\_  
Kind Pinto Grade 1 Bin No. ES  
Spills 64 %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  
See 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 9/6/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_

Address \_\_\_\_\_  
Kind Pinto Grade 1 Bin No. ES  
Spills 64 %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:  
See 18 Sullivan

77160 Vehicle & Grain...LBS  
24920 Vehicle.....LBS  
52240 Gross Grain.....LBS  
1442 Dockage.....LBS  
50798 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

DATE 9/6/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_

Address \_\_\_\_\_  
Kind Pinto Grade 1 Bin No. ES  
Spills 56 %Pick 1.6 %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*  
*See 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 9/6/13  
Name Curt Amundson  
Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_

Address \_\_\_\_\_  
Kind Pinto Grade \_\_\_\_\_ Bin No. ES  
Spills 2.6 %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*  
*See 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 9/6/13  
Name Curt Amundson  
Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_

Address \_\_\_\_\_  
Kind Pinto Grade \_\_\_\_\_ Bin No. ES  
Spills 2.2 %Pick 1.48 %FM 2.8 %  
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: *MA*  
*See 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 OFF \_\_\_\_\_

Address \_\_\_\_\_  
Kind Pinto Grade \_\_\_\_\_ Bin No. ES  
Spills 1.12 %Pick 1.8 %FM 0.88 %  
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: A  
See 2 G.F.

35840 Vehicle & Grain...LBS  
26900 Vehicle.....LBS  
8930 Gross Grain.....LBS  
225 Dockage.....LBS  
8705 Net Grain.....LBS  
348 Moist Dock.....%LBS  
8357 Net Grain.....LBS

02665

DATE 9/11/13  
Name Curt Amundson  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind Pinto Grade \_\_\_\_\_ Bin No. \_\_\_\_\_  
Splits 32 %Pick 16 %FM 6 %  
Moist 17.9 % Total Dock 2.52 %

Check Seed Coals \_\_\_\_\_ %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  
See 2 G.F.

78760 Vehicle & Grain...LBS  
26800 Vehicle.....LBS  
51900 Gross Grain.....LBS  
1142 Dockage.....LBS  
50758 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02662

DATE 9/12/13  
Name Curt Amundson  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind Pinto Grade \_\_\_\_\_ Bin No. ES  
Splits 24 %Pick 16.8 %FM 12.8 %  
Moist 15.5 % Total Dock 3.2 %

Check Seed Coals \_\_\_\_\_ %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  
See 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

02657

DATE 9/12/13  
Name Curt Amundson  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind Pinto Grade \_\_\_\_\_ Bin No. ES  
Splits 1 %Pick 1.2 %FM .8 %  
Moist 15.4 % Total Dock 3 %

Check Seed Coals \_\_\_\_\_ %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  
See 2  
G.F.

77380 Vehicle & Grain...LBS  
26060 Vehicle.....LBS  
50720 Gross Grain.....LBS  
1461 Dockage.....LBS  
49259 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02684

DATE 9/2/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER ON OFF

Address  
Kind Funko 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 re-delivery.  
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  
See 2  
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

02684

DATE 9/2/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER ON OFF

Address  
Kind ~~Funko~~ Grade 1 Bin No. 3/A  
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 re-delivery.  
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  
See 2  
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

02684

DATE 9/13/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER ON OFF

Address  
Kind Funko Grade 1 Bin No. S  
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 re-delivery.  
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: LK  
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

02662

DATE 9/13/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER OFF

Address \_\_\_\_\_  
Kind linto Grade \_\_\_\_\_ Bin No. 3/4  
Splits 92 %Pick 4 %FM 72 %  
Moist 14.3 % Total Dock 2.07 %  
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

02662

DATE 9/13/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER OFF

Address \_\_\_\_\_  
Kind Rint Grade \_\_\_\_\_ Bin No. 3/4  
Splits 108 %Pick 32 %FM 12 %  
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 GF

77200 Vehicle & Grain...LBS  
25170 Vehicle.....LBS  
52030 Gross Grain.....LBS  
1061 Dockage.....LBS  
50969 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02662

DATE 9/13/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ 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  
See 1  
G.F.

79800 Vehicle & Grain...LBS  
20650 Vehicle.....LBS  
6222 Gross Grain.....LBS  
1482 Dockage.....LBS  
51448 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

32668

DATE 9/13/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ ON DRIVER OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. 3/4  
Spills 88 %Pick 1.6 %FM 1.32 %  
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  
See 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

32668

DATE 9/14/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ ON DRIVER OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. 3/4  
Spills 22 %Pick 2.8 %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  
See 32  
NORTAL RAIL

61300 Vehicle & Grain...LBS  
25360 Vehicle.....LBS  
35940 Gross Grain.....LBS  
1265 Dockage.....LBS  
34675 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

32668

DATE 9/12/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ ON DRIVER OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. 3/4  
Spills 8 %Pick 1.2 %FM 1.26 %  
Moist 14.2 % 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 suit 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 \_\_\_\_\_ Bin No. 3/4  
Spills 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  
Sep 22 Sullivan

84960 Vehicle & Grain...LBS  
27188 Vehicle.....LBS  
57180 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 \_\_\_\_\_ Bin No. 3/4  
Spills 48 %Pick 66 %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  
Sep 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

02674

DATE 9/15/14  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. 3/4  
Spills 52 %Pick 4 %FM 1.84 %  
Moist 14.2 % 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

Comments: *K*  
*See 22 Sullivan*

37990 Vehicle & Grain...LBS  
25340 Vehicle.....LBS  
12650 Gross Grain.....LBS  
435 Dockage.....LBS  
12215 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02657

DATE: *9/15/13*  
Name: *Curt Amundson*  
Name: \_\_\_\_\_ DRIVER OFF

Address: \_\_\_\_\_  
Kind: \_\_\_\_\_ Bin No. *3/A*  
Spills: *1.12* % 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 1st/15th 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: *g Douglas/H*  
*See 19 Sullivan*

81640 Vehicle & Grain...LBS  
25640 Vehicle.....LBS  
25400 Gross Grain.....LBS  
2526 Dockage.....LBS  
52874 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02694

DATE: *9/17/13*  
Name: *Curt Amundson*  
Name: \_\_\_\_\_ DRIVER OFF

Address: \_\_\_\_\_  
Kind: \_\_\_\_\_ Bin No. *2*  
Spills: *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 1st/15th 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*  
*See 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

02604

DATE: *9/17/13*  
Name: *Curt Amundson*  
Name: \_\_\_\_\_ DRIVER OFF

Address: \_\_\_\_\_  
Kind: \_\_\_\_\_ Bin No. *3*  
Spills: *6.4* % 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 1st/15th 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  
*See 19  
Fuller*

86280 Vehicle & Grain...LBS  
27440 Vehicle.....LBS  
58840 Gross Grain.....LBS  
3130 Dockage.....LBS  
55710 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02507

DATE 9/17/13  
Name Curt Amundson ON DRIVER OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. 5  
Splits 6 %Pick 32 %FM 34 %  
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 1st/15th 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  
*See 19  
Fuller*

58800 Vehicle & Grain...LBS  
26210 Vehicle.....LBS  
32590 Gross Grain.....LBS  
1825 Dockage.....LBS  
30765 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02690

DATE 9/17/13  
Name Curt Amundson ON DRIVER OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. MIN  
Splits 6 %Pick 8 %FM 42 %  
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 1st/15th 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  
*See 22  
Norelland*

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 ON DRIVER OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. MIN  
Splits 6 %Pick 72 %FM 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 1st/15th 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: D  
See 32  
stacked

80540 Vehicle & Grain...LBS  
27250 Vehicle.....LBS  
53290 Gross Grain.....LBS  
2281 Dockage.....LBS  
51009 Net Grain.....LBS  
1631 Moist Dock...%LBS  
44378 Net Grain.....LBS

02696

DATE 9/20/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ ON DRIVER OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. NN  
Splits 3.2 %Pick 2.6 %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: D  
See 32  
stacked

68880 Vehicle & Grain...LBS  
29470 Vehicle.....LBS  
43460 Gross Grain.....LBS  
1615 Dockage.....LBS  
41795 Net Grain.....LBS  
2095 Moist Dock...%LBS  
59705 Net Grain.....LBS

02696

DATE 9/20/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ ON DRIVER OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. NN  
Splits 2.2 %Pick 2.0 %FM 1.52 %  
Moist 18.0 % 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: D  
See 32  
stacked

41770 Vehicle & Grain...LBS  
26760 Vehicle.....LBS  
15010 Gross Grain.....LBS  
330 Dockage.....LBS  
14680 Net Grain.....LBS  
1321 Moist Dock...%LBS  
13359 Net Grain.....LBS

02696

DATE 9/20/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ ON DRIVER OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. \_\_\_\_\_  
Splits 2.2 %Pick 1.6 %FM 1.4 %  
Moist 20.2 % 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

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

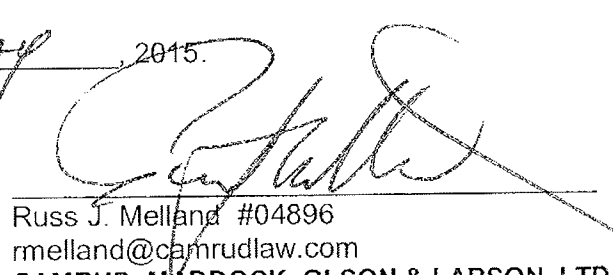
**CLAIM OF WJS NELSON**

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

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

02726

DATE 4/14/14

Name WTS Nelson

Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_

Kind Pinto Grade 1 Bin No. FS  
Splits 64 %Pick 2.8 %FM .88 %

Moist 15.4 % 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:

80370 Vehicle & Grain..LBS  
25700 Vehicle.....LBS  
54670 Gross Grain.....LBS  
2012 Dockage.....LBS  
52658 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02727

DATE 4/15/14

Name WTS 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

#

02728

DATE 4/15/14

Name WJS Nelson

Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_

Kind \_\_\_\_\_ Grade 1 Bin No. \_\_\_\_\_  
Splits 1.04 %Pick 1.2 %FM 3.0%  
Moist 14.6 % Total Dock 5.34%

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

1100.91 out.

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

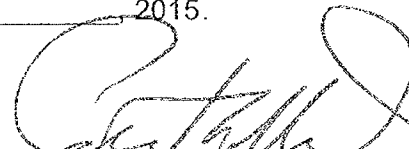
**CLAIM OF CHUCK NELSON**

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

# 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 ~~\$ 0.0000~~ <sup>0.00443</sup> per day per cwt applies.

Dated this 29<sup>th</sup> 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.  
Catt Seller

NEILSON FARMS.xls

2013 Ckg

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	0.66	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	4.80	4.20	0.80	9.80%	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	3.98	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

TOTAL NET GRAIN

631,508

DATE 12/31/2013  
 CHECK 7063  
 PRICE 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 Primo beans to the Buyer at the time of harvest, maximum N/A # per acre.

Acres N/A CWT 5,000

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

\$ 33.00 per cwt., clean bean basis, #1's.

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

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

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

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

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

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

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

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

Payment shall be made as follows; 100 % on Dec. 31, 2013  
(MONTH / DATE / YEAR)  
\_\_\_\_\_ % on \_\_\_\_\_  
(MONTH / DATE / YEAR)  
\_\_\_\_\_ % on \_\_\_\_\_  
(MONTH / DATE / YEAR)

**Grand Forks Bean Co, Inc.**

By: Todd M

Date: 10/16/12

**Seller**

Nelson Farms by Charles P. 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

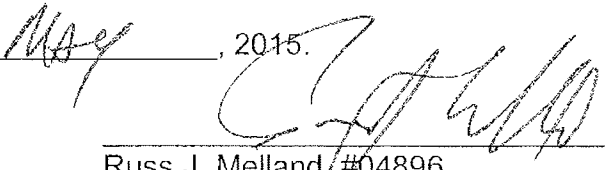
**CLAIM OF NICHOLAS E. ADAMS**

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.

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 Nick 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 ~~\$0.0000~~ <sup>.00493</sup> per day per cwt applies.

Dated this 27<sup>th</sup> day of Nov, 20 13.

2012 Crop  
908.55 cwt

Grand Forks Bean Co., Inc. TBW  
 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

RX Date/Time 11/19/2014 12:41  
 Nov.19.2014 11:39 AM

P.003  
 PAGE. 3/ 12

NICK ADAMS.xls

DATE	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/15/12	2584	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	

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.

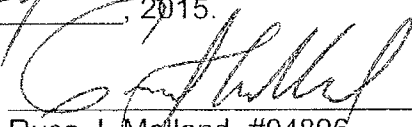
¶2 Ronald E. Adams asserts a claim in the above entitled proceeding based on a quantity of 1,545.91 cwt of beans delivered to Grand Forks Bean Company, Inc. in September of 2012. The Scale Ticket Summary prepared by Grand Forks Bean Company, Inc. is attached to this Claim as Exhibit C. A copy of the scale tickets are attached as Exhibit D. The claim is in the amount of \$64,928.22, together with

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

RX Date/Time 11/19/2014 12:41  
 Nov. 19. 2014 11:39 AM

P.002  
 PAGE. 2 / 12

RON ADAMS  
 165 16TH ST NE  
 REYNOLDS, ND 58273

2010 CROP

Date	TKT #	Splits %	Pick %	FM%	Total Dreg%	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%		2	6,080	329	5,751		5,751
10/05/10	2275	1.60	3.12	3.88	8.60%	14.8		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	683	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

TOTAL NET GRAIN 623,233

EXHIBIT A

Comments:

63180 Vehicle & Grain..LBS

28880 Vehicle.....LBS

34300 Gross Grain.....LBS

2196 Dockage.....LBS

32109 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

J2265

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 \_\_\_\_\_ Assembly \_\_\_\_\_  
 Tkt. No. \_\_\_\_\_ 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 \_\_\_\_\_ % Total Dock \_\_\_\_\_  
 Splits \_\_\_\_\_ % Pick \_\_\_\_\_ % FM \_\_\_\_\_ %  
 Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. \_\_\_\_\_

Name \_\_\_\_\_  
 ON DRIVER OFF

Name \_\_\_\_\_  
 DATE 10/4/10

Comments:

Vehicle & Grain...LBS  
 Vehicle.....LBS  
 32760 Gross Grain.....LBS  
 1940 Dockage.....LBS  
 30820 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

22268

Comments:

Vehicle & Grain.....LBS

Vehicle.....LBS

29590 Gross Grain.....LBS

31457 Dockage.....LBS

310926 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

022282

DATE 10/6/10

Name Ros 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:

Comments box

Vehicle & Grain...LBS

Vehicle.....LBS

6205 Gross Grain.....LBS

146 Dockage.....LBS

6464 Net Grain.....LBS

259 Moist Dock.....%LBS

6205 Net Grain.....LBS

2240

DATE 9/29/10

Name Row Adams

Name DRIVER ON OFF

Address

Kind Puro Grade 1 Bin No.

Splits 4 %Pick 1 %FM .8

Moist 17.7 % Total Dock 2.3

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:

210  
Vehicle & Grain LBS  
Vehicle.....LBS

29620  
Gross Grain.....LBS

2548  
Dockage.....LBS

27072  
Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02275

DATE 10/5/10  
Name PRO 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 8.4 %

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:

5820  
Vehicle & Grain..LBS

Vehicle.....LBS

17500 Gross Grain.....LBS

1015 Dockage.....LBS

16485 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

022777

DATE 10/5/10  
Name Row Adams

Name \_\_\_\_\_ DRIVER  ON  OFF

Address \_\_\_\_\_

Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. \_\_\_\_\_

Splits 1.6 %Pick ~~2.3~~ 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

34990 Gross Grain.....LBS

2982 Dockage.....LBS

32008 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02278

DATE 10/5/10

Name Ron Adams

Name DRIVER ON OFF

Address

Kind Grade Bin No.

Splits 26 %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

27010 Gross Grain.....LBS

2701 Dockage.....LBS

24309 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

U2279

DATE 10/5/10

Name BOB 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

175700 Gross Grain.....LBS

1370 Dockage.....LBS

16170 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

28400 Gross Grain.....LBS

2500 Dockage.....LBS

25900 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02284

DATE 10/9/10

Name Row 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

Gross Grain.....LBS

Dockage.....LBS

Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02287

DATE 10/10/10

Name R. ADAMS

Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_

Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. \_\_\_\_\_

Splits 1.4 %Pick 8 %FM 0 %

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

1391 Dockage..... LBS

32039 Net Grain..... LBS

Moist Dock.....%LBS

Net Grain.....LBS

02289

DATE 10/11/10

Name Row 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

12660 Gross Grain.....LBS

583 Dockage.....LBS

12077 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02294

DATE 10/11/10

Name BEN ADAMS

Name DRIVER ON OFF

Address

Kind Grade Bin No.

Splits 12 %Pick 1 %FM 2.4 %

Moist 14.5 % Total Dock 4.4 %

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:

Vehicle & Grain..LBS

Vehicle.....LBS

Gross Grain.....LBS

Dockage.....LBS

Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

022293

DATE 10/12/10

Name MON 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

28050 Gross Grain.....LBS

3591 Dockage.....LBS

24459 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02295

DATE 10/18/10

Name ROSE 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

7760 Gross Grain.....LBS

963 Dockage.....LBS

6797 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

022296

DATE 10/18/10

Name Row 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,dc

Date	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dooct%	Net Grain
09/04/12	2471	3.68	4.08	1.60	9,369%	16.2	2	49,670	4,650	45,020	1%	44,569
09/04/12	2472	3.20	6.16	1.40	10,769%	15.3	3	42,080	4,528	37,552		37,552
09/04/12	2473	3.52	4.88	3.36	11,769%	16.2	2	16,950	1,994	14,956	1%	14,806
09/06/12	2485	1.72	1.28	1.40	4,409%	14.0	1	44,850	1,974	42,876		42,876
09/06/12	2486	2.40	2.48	0.60	5,489%	14.6	1	47,390	2,597	44,793		44,793
09/07/12	2488	1.28	1.20	2.12	4,609%	13.3	1	48,960	2,252	46,698		46,698
09/07/12	2489	1.28	2.80	1.72	5,809%	14.5	1	41,230	2,392	38,838		38,838
09/07/12	2492	1.80	4.20	0.80	6,809%	14.8	2	48,860	3,324	45,536		45,536
09/07/12	2493	1.92	4.12	2.24	8,289%	15.0		20,610	1,707	18,903		18,903
					0.00%				0	0		0
TOTAL NET GRAIN												334,591

DATE 12/31/2012 CHECK 6500 PRICE 42.00 contracted

-190000

Balance 154,591

EXHIBIT C

Comments:

83870 Vehicle & Grain...LBS

34300 Vehicle.....LBS

49670 Gross Grain.....LBS

4650 Dockage.....LBS

45000 Net Grain.....LBS

451 Moist Dock...%LBS

44569 Net Grain.....LBS

02471

DATE 9/4/12

Name Row 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:

74410 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 Ron Adams  
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

150 Moist Dock. 1...% LBS

14806 Net Grain..... LBS

(44529)(37550-)  
02493

DATE 9/4/12

Name Ron Adams

Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_

Kind Pinto Grade 2 Bin No. \_\_\_\_\_

Splits 3.52 %Pick 4.88 %FM 3.310 %

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:

18880 Vehicle & Grain, LBS

24030 Vehicle..... LBS

44850 Gross Grain..... LBS

1979 Dockage..... LBS

42876 Net Grain..... LBS

Moist Dock.....%LBS

Net Grain.....LBS

02A85

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 9/6/12

Name Row 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

2252 Dockage LBS

46698 Net Grain LBS

Moist Dock %LBS

Net Grain LBS

32400

DATE \_\_\_\_\_

Name Ben Acker

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 Roy 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

34950 Vehicle.....LBS

48850 Gross Grain.....LBS

3324 Dockage.....LBS

45556 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02492

DATE 9/7/12

Name Row Adams

Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_

Kind Pinto Grade 2 Bin No. \_\_\_\_\_

Splits 1.8 %Pick 4.2 %FM .8 %

Moist 17.8 % 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

02493

DATE 9/7/12

Name RONTA0445

Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_

Kind Ruto 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.	)	Civil No. 18-2015-CV-00240
	)	
Grand Forks Bean Company, Inc.,	)	
Auto-Owners Insurance Company,	)	
	)	<b>RULE 3.2 NOTICE OF MOTION,</b>
Respondents,	)	<b>AND BREMER BANK,</b>
	)	<b>NATIONAL ASSOCIATION'S</b>
	)	<b>MOTION TO INTERVENE</b>
vs.	)	
	)	
Bremer Bank, National Association,	)	
	)	
Applicant for Intervention.	)	
_____	)	
PSC Case No. GE-15-36	)	

**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 9 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

Fax: (701) 772-7328

[tracykennedy@northdakotalaw.net](mailto:tracykennedy@northdakotalaw.net)

[jschroeder@northdakotalaw.net](mailto: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. )  
 \_\_\_\_\_ )  
 Bremer Bank, National Association, )  
 )  
 Cross-Claimant, )  
 )  
 vs. )  
 )  
 Grand Forks Bean Company, Inc., )  
 )  
 Cross-Defendant. )  
 \_\_\_\_\_ )  
 PSC Case No. GE-15-36 )

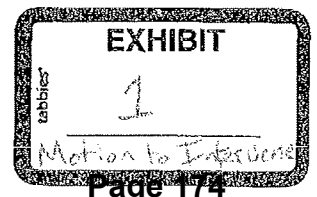
Civil No. 18-2015-CV-00240

**BREMER BANK, NATIONAL ASSOCIATION'S ANSWER TO APPLICATION FOR APPOINTMENT AS TRUSTEE, COUNTERCLAIM, AND CROSSCLAIM**

**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



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 its 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 its 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.

---

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](mailto:tracykennedy@northdakotalaw.net)  
[jschroeder@northdakotalaw.net](mailto:jschroeder@northdakotalaw.net)

Attorneys for Bremer Bank, National  
Association

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF GRAND FORKS

NORTHEAST CENTRAL JUDICIAL DISTRICT

_____	)	
Public Service Commission	)	CIVIL NO. 18-2015-CV-00240
	)	
Petitioner,	)	
	)	
vs.	)	
	)	
Grand Forks Bean Company, Inc.	)	<b>MOTION TO APPROVE</b>
	)	<b>REPORT AND</b>
and	)	<b>RECOMMENDATION OF</b>
	)	<b>TRUSTEE, APPROVE</b>
Auto-Owners Insurance Company	)	<b>PAYMENTS, AND</b>
	)	<b>DISCHARGE TRUSTEE</b>
Respondents.	)	
_____	)	
PSC Case No. GE-15-36	)	
_____	)	

\*\*\*

\*\*\*

\*\*\*

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 30<sup>th</sup> day of September, 2015.

By *Mitchell D. Armstrong*  
 Mitchell D. Armstrong (ND ID No: 05892)  
[marmstrong@smithbakke.com](mailto:marmstrong@smithbakke.com)  
 Brian D. Schmidt (ND ID No: 07498)  
[bschmidt@smithbakke.com](mailto:bschmidt@smithbakke.com)  
 Special Assistant Attorneys General  
 122 East Broadway Avenue  
 P.O. Box 460  
 Bismarck, ND 58502-0460  
 (701) 258-0630

and

Illona A. Jeffcoat-Sacco (ND ID No: 03315)

[ijs@nd.gov](mailto:ijs@nd.gov)

Special Assistant Attorney General

State Capitol – 12<sup>th</sup> Floor

600 East Boulevard Ave – Dept. 408

Bismarck, ND 58505-0480

(701) 328-2400

Attorneys for Petitioner, Public Service  
Commission

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF GRAND FORKS

NORTHEAST CENTRAL JUDICIAL DISTRICT

_____	)	
Public Service Commission	)	CIVIL NO. 18-2015-CV-00240
	)	
Petitioner,	)	
	)	
vs.	)	
	)	<b>BRIEF IN SUPPORT OF</b>
Grand Forks Bean Company, Inc.	)	<b>MOTION TO APPROVE</b>
	)	<b>REPORT AND</b>
and	)	<b>RECOMMENDATION OF</b>
	)	<b>TRUSTEE, APPROVE</b>
Auto-Owners Insurance Company	)	<b>PAYMENTS, AND</b>
	)	<b>DISCHARGE TRUSTEE</b>
Respondents.	)	
_____	)	
	)	
PSC Case No. GE-15-36	)	
_____	)	

\*\*\*

\*\*\*

\*\*\*

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 30<sup>th</sup> day of September, 2015.

By *Mitchell D. Armstrong*  
Mitchell D. Armstrong (ND ID No: 05892)  
[marmstrong@smithbakke.com](mailto:marmstrong@smithbakke.com)  
Brian D. Schmidt (ND ID No: 07498)  
[bschmidt@smithbakke.com](mailto:bschmidt@smithbakke.com)  
Special Assistant Attorneys General  
122 East Broadway Avenue  
P.O. Box 460  
Bismarck, ND 58502-0460  
(701) 258-0630

and

Illona A. Jeffcoat-Sacco (ND ID No: 03315)  
[ijs@nd.gov](mailto:ijs@nd.gov)  
Special Assistant Attorney General  
State Capitol -- 12<sup>th</sup> Floor  
600 East Boulevard Ave -- Dept. 408  
Bismarck, ND 58505-0480  
(701) 328-2400

Attorneys for Petitioner, Public Service  
Commission

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF GRAND FORKS

NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission	)	CIVIL NO. 18-2015-CV-00240
	)	
Petitioner,	)	
	)	
vs.	)	
	)	<b>REPORT AND</b>
Grand Forks Bean Company, Inc.	)	<b>RECOMMENDATION</b>
	)	<b>OF TRUSTEE</b>
and	)	
	)	
Auto-Owners Insurance Company	)	
	)	
Respondents.	)	
	)	
_____	)	
PSC Case No. GE-15-36	)	
_____	)	

**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