

that the date of insolvency be established as on or before December 19, 2014. Doc ID # 26. On March 27, 2015, a copy of the Notice of Entry of Order and a copy of the Notice of Appointment as Trustee and Notice to File Claims was served on the parties through Odyssey or certified mail, as applicable, and also sent by regular mail to ten persons or their attorneys that the Commission identified as potential claimants in the insolvency proceeding. Doc ID ## 27-30. The notice required the filing of claims with the Commission within forty-five days of the final publication of the notice. Doc ID # 28.

29. The Notice of Appointment as Trustee and Notice to File Claims was published as a legal publication in the Grand Forks Herald on April 2 and April 9, 2015, as provided by law. The Grand Forks Herald is located in Grand Forks County and is the official county newspaper of the county in which the Grand Forks Bean warehouse is located.

30. Eleven claims were filed either with the District Court through Odyssey, directly to the Commission, or both. Not all of the claims provided a specific dollar amount claimed. The claims of Brent Baldwin, Baldwin Farms, Inc., and Duane Altendorf were presented in the form of the hundredweight (cwt) of beans for the market price of the beans prevailing on the date of the insolvency of Grand Forks Bean. The following is a summary of the filed claims:

	<b>Claimant Name</b>	<b>Claim Filed*</b>
a.	Bremcr Bank, National Association	\$ 893,614.54
b.	Estate of Brad Nelson	\$ 54,313.20
c.	Brent Baldwin	2,220.36 cwt
d.	Baldwin Farms, Inc.	1,005.71 cwt
e.	Duane Altendorf	2,408.22 cwt
f.	Curt Amundson	\$ 363,848.40
g.	Chuck Nelson	\$ 39,452.40
h.	WJS Nelson	\$ 50,250.00
i.	Nicholas E. Adams	\$ 29,982.15
j.	Ronald E. Adams	\$ 357,847.73

k. Fessenden Cooperative Association § 270,000.00

\* All claims allege interest at varying rates and from varying dates.

31. The balance of the trust fund as of September 1, 2015, is \$767,861.78. *Richter Supp. Aff.* at ¶ 2.

## II. APPLICABLE LAW

32. Chapters 60-02 and 60-04, N.D.C.C., address the issues in this case. Pursuant to N.D.C.C. § 60-02-03, the PSC has general supervision powers over public warehouses. Public warehouses include “any elevator, mill, warehouse, subterminal, grain warehouse, terminal warehouse, or other structure or facility not licensed under the United States Warehouse Act [7 U.S.C. 241-273] in which grain is received for storing, buying, selling, shipping, or processing for compensation.” N.D.C.C. § 60-02-01(5). “Grain” includes “beans” and as discussed in this report the two will be considered synonymous. N.D.C.C. § 60-02-01(3). Upon receiving grain into a warehouse, a uniform scale ticket must be issued. N.D.C.C. § 60-02-11. All scale tickets must be converted into cash, noncredit-sale contracts, credit-sale contracts, or warehouse receipts within forty-five days after grain is delivered to the warehouse. *Id.*

33. Grain contained in a warehouse is subject to a first priority lien in favor of outstanding receiptholders storing, selling, or depositing grain in the warehouse. N.D.C.C. § 60-02-25.1. “Receipts” are “grain warehouse receipts, scale tickets, checks, or other memoranda given by a public warehouseman for, or as evidence of, the receipt, storage, or sale of grain except when such memoranda was received as a result of a credit sale contract.” N.D.C.C. §§ 60-02-01(7); 60-04-01(6). The lien is “preferred to any lien or security interest in favor of any creditor of the warehouseman regardless of the time when

the creditor's lien or security interest attached to the grain." N.D.C.C. § 60-02-25.1. There is no notice needed to perfect this lien. Id.

34. A licensee is insolvent when it refuses, neglects, or is unable upon proper demand to make payment for grain purchased or marketed or to make redelivery or payment for grain stored. N.D.C.C. § 60-04-02. Upon insolvency, the PSC, once appointed trustee, shall take all action necessary and appropriate to secure and act as trustee of the trust fund. N.D.C.C. § 60-04-03. The trust fund is established for the benefit of noncredit-sale receiptholders and to pay the costs incurred by the commission in the administration of N.D.C.C. ch. 60-04. N.D.C.C. § 60-04-03.1. The trust fund consists of the items enumerated in N.D.C.C. § 60-04-03.1, including the grain in the warehouse or the proceeds as obtained through the sale of such grain and claims for relief (or proceeds from) any bond given to ensure faithful performance of the warehouseman's duties.
35. Upon appointment as trustee, the PSC shall cause notice of its appointment to be published once each week for two consecutive weeks in a newspaper in the county in which the warehouse is located and may notify by ordinary mail the holders of record outstanding receipts as shown in the warehouseman's records. N.D.C.C. § 60-04-04. The notice requires outstanding receiptholders to file claims against the warehouseman with the PSC along with the receipts or such other evidence of the claims. Id. If a claim is not submitted within forty-five days of the last publication or such longer time as prescribed by the PSC, the PSC is relieved of any further duty or action on behalf of the receiptholder and the receiptholder may be barred from participation in the trust fund. Id.
36. Proper notice has been published and the time for filing claims has passed. After receipt and evaluation of the claims filed, the Commission must file a report containing the

proposed distribution of the trust (less expenses incurred by the PSC), showing the amount and validity of each claim after recognizing:

1. Any proper liens or pledges thereon.
2. Assignments thereof.
3. Deductions therefrom by reason of advances or offsets accrued in favor of the warehouseman.
4. In case of cash claims or checks, the amount thereof, with interest at the weighted average prime rate charged by the bank of North Dakota since the date of the insolvency.
5. In the case of scale tickets or warehouse receipts, the amount thereof based upon the market price prevailing on the date of the insolvency, with interest at the weighted average prime rate charged by the Bank of North Dakota since the date of insolvency.

N.D.C.C. § 60-04-09. If the trust fund is insufficient to redeem all claims in full, the fund must be shown prorated in the report in the manner the commission deems fair and equitable. Id.

37. The law provides only two classifications for contracts between a grain warehouse and a seller—credit-sale contracts and noncredit-sale contracts. There is no alternative form of contract. As set out in N.D.C.C. § 60-02-01(2):

“Credit-sale contract” means a written contract for the sale of grain pursuant to which the sale price is to be paid or may be paid more than thirty days after the delivery or release of the grain for sale and which contains the notice provided in subsection 7 of 60-02-19.1. If a part of the sale price of a contract for the sale of grain is to be paid or may be paid more than thirty days after the delivery or release of the grain for sale, only such part of the contract is a credit-sale contract.

Any contract that does not meet the above criteria is a noncredit-sale contract. N.D.C.C. § 60-02-01(4).

38. Section 60-02-19.1 sets out several conditions required of a credit-sale contract. These conditions include that all credit-sale contracts must be in writing and be consecutively numbered at the time of printing the contract, and must provide for all of the following:

1. The seller's name and address.
2. The conditions of delivery.
3. The amount and kind of grain delivered.
4. The price per unit or basis of value.
5. The date payment is to be made.
6. The duration of the credit-sale contract.
7. Notice in a clear and prominent manner that the sale is not protected by the bond coverage provided for in section 60-02-09. However, if the warehouseman has obtained bond coverage in addition to that required by section 60-02-09 and such coverage extends to the benefit of credit-sale contracts, the warehouseman may state the same in the credit-sale contract along with the extent of coverage.

A credit-sale contract must also be signed by both parties and executed in duplicate (with one copy retained by the warehouseman and the other delivered to the seller). N.D.C.C. § 60-02-19.1. In order to be a credit-sale contract, the foregoing conditions must be strictly followed. See Findings of Fact, Conclusions of Law, and Order, Public Service Comm'n v. Grabanski Grain, LLC, and Platte River Ins. Co., Northeast Judicial District Case No. 50-2011-CV-00029, at pp. 5-6 (copy attached as Exhibit A).

39. When there is a valid credit-sale contract, a person is eligible to receive indemnity payments from the credit-sale contract indemnity fund if the warehouse becomes insolvent, the seller is not fully compensated, and the sale was after August 2, 2003. N.D.C.C. § 60-10-04; see also N.D.C.C. § 60-10-05 (providing that upon insolvency, the

credit-sale indemnity fund is available for meeting the licensee's obligation when the PSC is trustee). The amount payable from the credit-sale contract indemnity fund for each insolvency may not exceed the lesser of eighty percent of the amount owed to that person in accordance with all of that person's unsatisfied credit-sale contracts or two hundred eighty thousand dollars. N.D.C.C. § 60-10-06.

### III. RECOMMENDATIONS

#### A. Status of Claims

40. There are essentially three types of claims filed in this case: 1. Claims by individual growers; 2. A claim by Bremer Bank; and 3. A contract claim by Fessenden Cooperative Association. The Estate of Brad Nelson, Brent Baldwin, Baldwin Farms, Inc., Duane Altendorf, Curt Amundson, Chuck Nelson, WJS Nelson, Nicholas E. Adams, and Ronald Adams have all provided sufficient documentation establishing the amount of grain each respectively delivered to Grand Forks Bean. The first step is to determine whether and which of their respective claims are credit-sale or noncredit-sale contracts. The Commission recommends all of these claims be considered noncredit-sale contracts.

41. There are specific statutory requirements in order for a contract to be considered a credit-sale contract. N.D.C.C. § 60-02-19.1. For various reasons, the individual grower claims do not meet all of the requirements necessary to be considered credit-sale contracts.

#### i. Estate of Brad Nelson

42. The Estate of Brad Nelson submitted a claim for \$54,313.20 plus interest from July 1, 2014. This claim is based on a quantity of 1,810.44 cwt of beans priced at \$30.00 per cwt. The Estate's claim includes a *Dry Bean Contract* dated October 16, 2012, signed by Grand Forks Bean. The signature for Brad Nelson is noted as "phone w/ Brad". The *Dry*

*Bean Contract* indicates Nelson agrees to deliver #1 pinto beans to Grand Forks Bean at the time of harvest. Grand Forks Bean agreed to pay “\$33.00 per cwt, clean basis, #1’s.” Payment was to be made 100% on December 31, 2013. Documentation submitted along with the claim supports the 1,810.44 cwt of beans were received by Grand Forks Bean on September 14, 2013, for which Brad Nelson has not been paid. Brad Nelson’s claim information was filed with the Court as Doc ID ## 43-44.

43. In addition to the information submitted by Brad Nelson, the Commission’s investigation disclosed a *Price Later Marketing Agreement* in the files of Grand Forks Bean. The *Price Later Marketing Agreement* appears to be dated September 6, 2013. There is a signature on the *Agreement* purporting to be by Brad Nelson. The *Agreement* contains the following terms:

1. The company [Grand Forks Bean Co., Inc.] will accept, to the extent of its plant capacity to handle them, U.S. No. 1 and U.S. No. 2 Pinto Beans with a moisture content not over 15% grown and delivered to it by grower. Upon delivery of the pinto beans to the company plant, a receiving ticket will be issued to the grower and the issuing of the ticket will thereupon transfer title of the pinto beans to the company.
2. The beans delivered will be priced before July 1, 2014. On those pintos on which to Grower Prices, the price will be the posted market price on the date of pricing.
3. The company reserves the right to withdraw from the market due to slow market conditions from time to time.
4. Checks for the pinto beans will be issued only on growers request.
5. Signing this agreement does not automatically put your beans under this Marketing agreement. It is necessary for you to notify the company at the time each truck is delivered.
6. [title warranty]
7. [non-assignability]

8. Service fee of \$.00329 per cwt applies.

There is a handwritten note on the *Agreement* stating "1,810.44 cwt". *Affidavit of Timothy Erdmann* ("Erdmann Aff.") at ¶ 6(a) & Ex. 1 (September 30, 2015).

44. The Commission recognizes there may be some dispute for this claim, as well as the others that will be discussed later, whether the agreements were actually signed or agreed to by the claimants. Regardless, the Commission recommends that neither the *Price Later Marketing Agreement* nor the *Dry Bean Contract* be considered a credit-sale contract because they do not meet all of the statutory requirements for a credit-sale contract. While there may be additional reasons not necessarily specified, the *Price Later Marketing Agreement* should not be considered a credit-sale contract because it does not indicate the date on which payment is to be made or a duration. N.D.C.C. § 60-02-19.1(4). Further, the *Price Later Marketing Agreement* does not provide a price per unit or basis of value. *Id.* at (4).
45. The *Dry Bean Contract* also does not include a duration of the agreement and does not include notice in a clear and prominent manner that the sale is not protected by the bond coverage provided for in section 60-02-09. N.D.C.C. § 60-02-19.1(6), (7).
46. Further, N.D.C.C. § 60-02-19.1 requires credit-sale contracts to be "signed by both parties and executed in duplicate."

From the language of NDCC 60-02-19.1, the absence of a signature by both of the parties to the contract precludes it from otherwise constituting a credit-sale contract. The statutory language requires that a credit-sale contract be manifested by not only written form but by the signature of both parties. To conclude otherwise requires the Court to disregard what the legislature set out as the requirements to create an enforceable credit-sale contract. So, any claim manifested by a document not signed by both parties can never constitute a credit-sale contract regardless of the language in the unsigned document.

Grabanski Grain, at ¶ 19 (filed herewith). These requirements are not met for either the *Dry Bean Contract* or the *Price Later Marketing Agreement*.

47. Without all information satisfying the requirements of a credit-sale contract, it is not possible to administer indemnity payments from the credit-sale contract fund under the applicable law as the amount of payments are based on the actual amount owed to a person in accordance with the specific, required terms of the credit-sale contract.
48. Accordingly, the Commission recommends the claim by the estate of Brad Nelson be considered a valid noncredit-sale claim for 1,810.44 cwt.

ii. **Brent Baldwin**

49. Brent Baldwin has submitted a claim based upon a quantity of 2,220.36 cwt of beans for the market price prevailing on the date of insolvency with interest since date of insolvency. Brent Baldwin's claim includes two *Dry Bean Contracts* dated September 6, 2013, along with documentation supporting 2,220.35 cwt claimed. The relevant terms of the *Dry Bean Contracts* are all the same as discussed above with the Estate of Brad Nelson's claim. There are differences in the price, and the *Dry Bean Contract* no. 1002 indicates the payment shall be made "at time of sale." The *Dry Bean Contracts* are signed by Grand Forks Bean and "per phone with Brent". Brent Baldwin's claim information was filed with the Court as Doc ID ## 46-49.
50. Baldwin also provided a copy of a *Price Later Marketing Agreement* which he asserts was never signed or agreed to by him, but was obtained by him from the Commission during its investigation. The *Price Later Marketing Agreement* contains the same terms described above except it is noted to have a \$.00493 service charge. Id.

51. For the reasons explained in the claim of the Estate of Brad Nelson, the Commission recommends the claim by Brent Baldwin be considered a valid noncredit-sale claim for 2,220.35 cwt.

**iii. Baldwin Farms, Inc.**

52. Baldwin Farms, Inc. has submitted a claim based upon a quantity of 1,005.71 cwt of beans for the market price prevailing on the date of insolvency with interest since date of insolvency. Baldwin Farms' claim includes documentations supporting 1,005.72 cwt. Baldwin Farms' claim information was filed with the Court as Doc ID ## 50-53.

53. Baldwin Farms also provided a copy of a *Price Later Marketing Agreement* which it asserts was never signed or agreed to, but was obtained by him from the Commission during its investigation. The *Price Later Marketing Agreement* contains the same terms described above with a \$.00493 service charge. Id.

54. For the same reasons explained above with respect to the *Price Later Marketing Agreement*, the Commission recommends the claim by Baldwin Farms be considered a valid noncredit-sale claim for 1,005.72 cwt.

**iv. Duane Altendorf**

55. Duane Altendorf has submitted a claim based upon a quantity of 2,408.22 cwt of beans for the market price prevailing on the date of insolvency with interest since date of insolvency. Altendorf's claim includes documentations supporting the cwt claimed. Duane Altendorf's claim information was filed with the Court as Doc ID ## 54-57.

56. Altendorf also provided a copy of a *Price Later Marketing Agreement* which he asserts was never signed or agreed to, but was obtained by him from the Commission during its

investigation. The *Price Later Marketing Agreement* contains the same terms described above with a \$.00329 service charge.

57. For the same reasons explained above with respect to the *Price Later Marketing Agreement*, the Commission recommends the claim by Altendorf be considered a valid noncredit-sale claim for 2,408.22 cwt.

v. **Curt Amundson**

58. Curt Amundson has submitted a claim for \$363,848.40 with interest after July 1, 2014, based upon a quantity of 12,128.28 cwt of beans at \$30.00 per cwt. Amundson acknowledges an offset should be applied in the amount of \$42,753.00 arising from a purchase of seed by him from Grand Forks Bean. Amundson's claim includes documentation supporting the cwt claimed. Amundson's claim information was filed with the Court as Doc ID ## 59-60.

59. Amundson also provided a copy of a *Price Later Marketing Agreement* dated September 5, 2013. The *Price Later Marketing Agreement* contains the same terms described above with a \$.00493 service charge. *Id.*

60. For the same reasons explained above with respect to the *Price Later Marketing Agreement*, the Commission recommends the claim by Amundson be considered a valid noncredit-sale claim for 12,128.28 cwt less the identified offset for the seed purchase.

61. The Commission recommends the amount of the offset applied to Amundson's claim be \$51,312.15. In a search of Grand Forks Bean's records, an invoice (No. 1221) was found indicating the purchase of seed resulting in the offset. The amount of the invoice is \$55,160.56, which includes \$51,312.15 for Pinto Seed and \$3,848.41 for interest. No additional documentation regarding the offset has been provided by Amundson or located

in Grand Forks Bean's records. Absent any documentation showing the difference between what Amundson asserts is the correct amount of the offset and what is reflected in Grand Forks Bean's records, the Commission recommends the amount of the offset approved be \$51,312.15 as reflected as the amount of seed sold to Amundson in Grand Forks Bean's records. *See Erdmann Aff.* at ¶ 6(c) & Ex. 2.

**vi. Chuck Nelson**

62. Chuck Nelson has submitted a claim in the amount of \$39,452.40 with interest after July 1, 2014, based upon a quantity of 1,315.08 cwt of beans based on \$30.00 per cwt. Chuck Nelson's claim includes a *Dry Bean Contract* dated October 16, 2012, along with a scale ticket summary supporting the 1,315.08 cwt claimed. The relevant terms of the *Dry Bean Contract* are all the same as discussed above. The price listed is \$33.00 per cwt. The *Dry Bean Contract* is signed by Grand Forks Bean and "phone w/ Chuck" as well as "Nelson Farms by Charles B. Nelson." Chuck Nelson's claim information was filed with the Court as Doc ID ## 64-66.
63. Chuck Nelson also submitted a *Price Later Marketing Agreement*. The *Price Later Marketing Agreement* contains the same terms described above except it is noted to have a \$.00493 service charge.
64. For the reasons explained above with respect to the *Dry Bean Contract* and the *Price Later Marketing Agreement*, the Commission recommends the claim by Chuck Nelson be considered a valid noncredit-sale claim for 1,315.08 cwt.

**vii. WJS Nelson**

65. WJS Nelson has submitted a claim in the amount of \$50,250.00 with interest after April, 2015, based upon a quantity of 1,675 cwt of beans based on \$30.00 per cwt. WJS

Nelson's claim includes three scale tickets supporting a net of 1,600.91 cwt. The price listed is \$30.00 per cwt.

66. There were no contracts provided by WJS Nelson, and none were found in the Commission's investigation. Accordingly, Commission recommends the claim by WJS Nelson be considered a valid noncredit-sale claim for 1,600.91 cwt. WJS Nelson's claim information was filed with the Court as Doc ID ## 62-63.

**viii. Nicholas E. Adams**

67. Nicholas E. Adams has submitted a claim in the amount of \$29,982.15 with interest after September 15, 2012, based upon a quantity of 908.55 cwt of beans based on \$33.00 per cwt. Nicholas E. Adams' claim includes a *Price Later Marketing Agreement* dated November 27, 2013, along with a scale ticket summary supporting the 908.55 cwt claimed. Nicholas E. Adams asserts the *Price Later Marketing Agreement* was not signed or authorized to be signed by him, but was obtained from the Commission. Nicholas Adams's claim information was filed with the Court as Doc ID ## 67-68. Scale tickets were located in Grand Forks Bean's files supporting the 908.55 cwt claimed. *Erdmann Aff.* at ¶ 6(h) & Ex. 4.
68. The *Price Later Marketing Agreement* contains the same terms described above with a \$.00493 service charge.
69. For the reasons explained above with respect to the *Price Later Marketing Agreement*, the Commission recommends the claim by Nicholas E. Adams be considered a valid noncredit-sale claim for 908.55 cwt.

ix. **Ronald E. Adams**

70. Ronald E. Adams has submitted a claim in the total amount of \$357,847.73 plus interest after March 29, 2012 on 6,232.33 cwt and after December 31, 2012 on 1,545.91 cwt. Ronald E. Adams submitted scale ticket summaries and scale tickets to support his claim. The Commission's investigation revealed two *Price Later Marketing Agreements*, each dated November 27, 2013. Ronald E. Adams asserts he did not sign or authorize his signature on the *Agreements*. Ronald Adams's claim information was filed with the Court as Doc ID ## 69-73. Scale tickets were located in Grand Forks Bean's files supporting the 7,778.24 cwt claimed. *Erdmann Aff.* at ¶ 6(h) & Ex. 5.
71. The *Price Later Marketing Agreements* contain the same terms in the other agreements discussed and have a \$.00493 service charge.
72. For the reasons explained previously regarding the *Price Later Marketing Agreement*, the Commission recommends the claim by Ronald E. Adams be considered a valid noncredit-sale claim for 7,778.24 cwt.

x. **Bremer Bank, National Association**

73. Bremer Bank National Association submitted a claim in the amount of \$893,614.54 plus interest based upon security interests arising from *Commercial Security Agreements*, *UCC Financing Statements*, and a *Loan Workout Agreement*. Bremer Bank asserts it is entitled to the first distribution, prior to distribution to any other claimant, from the trust assets. Alternatively, it asserts it is entitled to second distribution, following distribution to valid receipt holders. Bremer Bank's claim information was filed with the Court as Doc ID ## 31-41.

74. The Commission recommends the valid receiptholders have priority over Bremer Bank's claim. Bremer Bank's claim is not as a valid receiptholder because it did not deliver grain to Grand Forks Bean. Further, any security interest the bank may have in Grand Forks Bean's inventory is secondary to the valid receiptholders. See N.D.C.C. § 60-02-25.1 (grain contained in a warehouse is subject to a first priority lien in favor of outstanding receiptholders storing, selling, or depositing grain in the warehouse); Public Service Comm. v. Valley Bean Farmers Bean Ass'n., 365 N.W.2d 528, 536-37 (N.D. 1985). The lien is "preferred to any lien or security interest in favor of any creditor of the warehouseman regardless of the time when the creditor's lien or security interest attached to the grain." N.D.C.C. § 60-02-25.1. Further, the Bank's asserted interest does not constitute a "receipt" as that term is defined in N.D.C.C. §§ 60-02-01(7) or 60-04-01(6). The Commission recommends the Court determine the Bank does not have a valid claim under N.D.C.C. ch. 60-02 or 60-04.

**xi. Fessenden Cooperative Association**

75. Fessenden Cooperative Association ("FCA") submitted a claim in the amount of \$270,000 plus interest from date payment was to be made based upon alleged breach of two contracts for Grand Forks Bean to purchase pinto beans from FCA. FCA's claim information was filed with the Court as Doc ID ## 82-85.

76. The Commission recommends FCA's claim be denied in this proceeding. Its asserted claim does not constitute a "receipt" as that term is defined in N.D.C.C. §§ 60-02-01(7) or 60-04-01(6). The Commission recommends the Court determine FCA does not have a valid claim under N.D.C.C. ch. 60-02 or 60-04.

## B. Insolvency Date

77. Pursuant to N.D.C.C. § 60-04-02, a licensee is insolvent when the licensee refuses, neglects, or is unable upon proper demand to make payment for grain purchased or marketed by the licensee or to make redelivery or payment for grain stored. Establishing the date of insolvency is important to determine the price to be paid for outstanding claims and the interest. The Commission recommends the date of insolvency be established as December 19, 2014. There is no documentation in the claims filed or other information received and reviewed by the Commission that Grand Forks Bean refused, neglected, or was unable upon proper demand to make payment for grain purchased or marketed for redelivery or payment for grain stored before this date. On December 19, 2014, Nick Adams and Ron Adams communicated to the PSC, both indicating Grand Forks Bean has “not been able to market our beans or pays us for them.” *Richter Aff.* at ¶ 11 (Doc ID # 4). The amount of the claims in this case involves a total cwt of 31,175.79. When the beans were sold to Central Valley Coop., there was 36,022.80 gross and 33,439.68 net cwt, along with pinto bean splits of 834.20 gross and 651.07 net cwt. Accordingly, it appears Grand Forks Bean had enough beans to make redelivery of the beans stored, but refused, neglected or was unable to do so as of December 19, 2014. Prior to that date, there is no documentation that would allow the PSC to provide a basis for any other “date of insolvency.” As a result, the PSC recommends December 19, 2014, be considered the date of insolvency. Having recommended a date of insolvency, the next consideration is the price to be applied.

### C. Price

78. As the valid claims in this case all arise from scale tickets, the amount of each claim is “based upon the market price prevailing on the date of the insolvency, with interest at the weighted average prime rate charged by the Bank of North Dakota since the date of the insolvency.” N.D.C.C. § 60-04-09. As indicated above, the recommended date of insolvency is December 19, 2014. The Commission recommends the Court order that the market price prevailing on the date of insolvency is \$23.00 per cwt. This amount is based on the United States Department of Agriculture – Colorado Department of Ag Market News as of December 16, 2014 (the closest pricing date to December 19). This is not a daily market and there were no prices listed during the holiday week, which included December 19. The bean price was also \$23.00 at the next market report on January 6, 2015. *Erdmann Aff.* at ¶ 7 & Ex. 6.
79. Grain asset proceeds are sufficient to pay each valid claimant 100% of each claim. The Commission recommends that the valid noncredit-sale claimants be paid 100% of the claims, plus interest from the date of insolvency. The Commission recommends that payment for each claim be made jointly payable to the claimant and any relevant valid lien holders at the time checks are issued. The final amounts to be paid will be determined once Court approval is received.
80. Under North Dakota Century Code section 60-04-09(5) interest may be paid in the case of scale tickets to claimants at the weighted average prime rate charged by the Bank of North Dakota since the date of insolvency. The Bank of North Dakota’s weighted average prime rate is 3.25% which has been in place since December 17, 2008. *Erdmann Aff.* at ¶ 8 & Ex. 7. When trust proceeds are distributed there will be funds available to

pay interest from the date of insolvency. Therefore, we propose to pay the claimant's interest on each respective valid claim from the date of insolvency.

81. Grand Forks Bean had a Storage, Handling, and Delivery Policy posted at its facility indicating a Storage Rate and Service Rate of \$0.15/cwt/month. *Erdmann Aff.* at ¶ 9 & Ex. 8. There are legal requirements for assessing storage in a case involving warehouse receipts. See N.D.C.C. §§ 60-02-11, 13, 16, 17. These sections address the requirements for storage charges in situations involving a warehouse receipt. There are no true warehouse receipts in this case and the Commission recommends the storage provisions relating to warehouse receipts be considered not applicable. Commission Staff has found no information or documentation other than the posted policy regarding storage. Pursuant to N.D.C.C. § 60-02-30, all storage contracts terminate for dry edible beans on April 30 of each year. If a public warehouseman does not notify a receipt holder by mail of an intention to terminate a storage contract as required, storage charges for the preceding twelve months are forfeited. N.D.C.C. § 60-02-30(4). Accordingly, the Commission recommends applying a storage rate of \$0.15/cwt/month from May 1, 2014, through December 18, 2014, for a total amount of storage charges on the 31,175.79 cwt of beans at issue of \$35,540.40.
82. An assessment at the rate of ten cents per cwt must be imposed upon all dry beans grown in this state, delivered into this state, or sold to a designated handler. N.D.C.C. § 4.1-06-12 ("edible bean promotion"). Therefore, this assessment totaling \$3,117.58 should be applied to the beans in this case as it would have applied upon the sale of the beans by Grand Forks Bean. *Erdmann Aff.* at ¶ 10.

83. As a result, the valid claim amounts total \$717,043.17 minus \$3,117.58 for the edible bean promotion, minus \$35,540.40 for storage charges, minus \$51,312.15 for the Amundson seed offset, for a value of \$627,073.04 plus interest of \$16,017.33 (interest through October 1, but which will continue to accumulate) as shown below and with additional detail in Exhibit 9 to the *Affidavit of Timothy Erdmann*.

	<b>Claimant Name</b>	<b>CWT verified</b>	<b>Claim Amount Based on Prevailing Market Price on 12/19/14**</b>
a.	Estate of Brad Nelson	1,810.44 cwt	\$ 39,395.17
b.	Brent Baldwin	2,220.35 cwt	\$ 48,314.82
c.	Baldwin Farms, Inc.	1,005.72 cwt	\$ 21,884.47
d.	Duane Altendorf	2,408.22 cwt	\$ 52,402.87
e.	Curt Amundson	12,128.28 cwt	\$ 212,599.22
f.	Chuck Nelson	1,315.08 cwt	\$ 28,616.14
g.	WJS Nelson	1,600.91 cwt	\$ 34,835.80
h.	Nicholas E. Adams	908.55 cwt	\$ 19,770.05
i.	Ronald E. Adams	7,778.24 cwt	\$ 169,254.50

\*\*Claim amount after bean promotion and storage charges (and Amundson's seed offset in the amount of \$51,312.15) are deducted and before any interest is added as interest will continue to accumulate.

84. No proceeds from the credit-sale contract indemnity fund will be needed to meet the insolvent licensee's obligations because there are no holders of valid credit-sale contracts.

85. North Dakota Century Code section 60-04-09 provides that expenses incurred in administering the insolvency are reimbursable from the trust fund. The Commission recommends reimbursement for the expenses incurred for postage, publication, legal and miscellaneous expenses. The total amount incurred as of September 1 is \$6,912.30. *Richter Supp. Aff.* at ¶ 4 & Ex. 4. The Commission requests the final amount to be paid

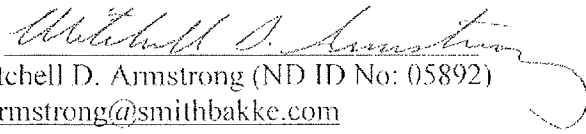
for expenses incurred administering the insolvency be determined following any hearing and final proceedings once Court approval is received.

86. Contemporaneously with the filing of this Report and Recommendation a motion to approve the Report and Recommendation, approve payments, and discharge Trustee has been filed with the North Dakota District Court located in Grand Forks County North Dakota. Any interested party may appear at the hearing to show cause why the Report and Recommendation should not be approved. The Court has scheduled a hearing on this matter for March 14-16, 2016, at 9:00 a.m., before the Honorable Jon J. Jensen, at the Grand Forks County Courthouse, 124 South 4<sup>th</sup> Street, Grand Forks, North Dakota 58201.

**Wherefore the Commission asks the Court to:**

87. Approve the Report and Recommendation of the Trustee.
88. Authorize the Commission to make payments of trust fund proceeds consistent with this Report and Recommendation to persons with valid claims for grain purchased via a noncredit-sale by Grand Forks Bean Company, Inc. at Grand Forks, North Dakota.
89. Authorize the Commission to make payment for fees, expenses, etc. in administering the insolvency in a final amount to be established upon Court approval.
90. Discharge the Public Service Commission, as Trustee, once trust fund assets have been distributed and all payments have been made.

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

By   
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

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

Attorneys for Petitioner, Public Service  
Commission

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STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF GRAND FORKS

NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission, )  
)  
Petitioner, )  
)  
vs. )  
)  
Grand Forks Bean Company, Inc., )  
Auto-Owners Insurance Company, )  
)  
Respondents. )

Case No.: 18-2015-CV-00240

ORDER DENYING INTERVENTION  
BUT ALLOWING FULL  
PARTICIPATION AS A  
CLAIMANT – BREMER BANK

[¶ 1] On September 10, 2015 Bremer Bank, National Association [Bremer] filed a motion seeking to intervene as a party in these proceedings. The Public Service Commission [PSC], the surety and all of the other claimants oppose Bremer’s motion to intervene as a party.

[¶ 2] These proceedings are governed by Chapter 60-04 of the North Dakota Century Code which provides a method for creating a trust fund for the benefit of noncredit-sale “receiptholders” of an insolvent grain company. N.D.C.C. § 60-04-03.1. The PSC is charged with the duty of marshalling the assets and distributing those assets as provided in Chapter 60-04. N.D.C.C. § 60-04-03.

[¶ 3] Bremer seeks to intervene to protect its secured interest in the assets of the insolvent grain company. Bremer previously filed a claim as part of these proceedings. The PSC, the surety for the insolvent grain company and the other claimants assert that Bremer’s intervention is unnecessary because Bremer may protect its interests as a claimant in these proceedings. The opposition to the motion includes the assertion that Bremer is seeking intervention to assert claims that would exceed the intended scope of

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proceedings governed by Chapter 60-04; at oral argument Bremer withdrew its assertion of a counterclaim.

[¶ 4] Chapter 60-04 contains contradictory provisions regarding the necessity of Bremer to seek formal intervention. For example, the following provisions imply that formal intervention is necessary:

- N.D.C.C. § 60-04-04 provides in part that even “[o]utstanding receiptholders are not parties to the insolvency action unless admitted by the court upon a motion for intervention.”
- The right to file a claim in proceedings governed by Chapter 60-04 is extended only to “receiptholders” and it is unlikely that Bremer meets the definition of a “receiptholder.”
- The report of the trustee with the proposed distribution of assets is only required to be served upon claimants; claimants would normally exclude an entity in Bremer’s position. N.D.C.C. § 60-04-09.

The following provisions imply that formal intervention is not necessary:

- N.D.C.C. § 60-04-09 provides in part that prior to approval of the trustee’s report the “court shall set a hearing and the appropriate notice for interested persons to show cause why the commission’s report should not be approved and distribution of the fund be made as proposed.” (emphasis added)
- N.D.C.C. § 60-04-09 provides in part that “[a]ny aggrieved person having an objection to the commission’s report shall file the objection with the court . . . .”

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[¶ 5] In this case resolution of the issue of whether or not formal intervention is required is not necessary. The PSC, the surety and all of the other claimants agree that Bremer may proceed in this action as a claimant and assert objections to any of the proposed distributions. Under these circumstances intervention is unnecessary. In the event that an objection to Bremer's participation in these proceedings were to be asserted, intervention would be granted, but limited to proceedings within the scope of Chapter 60-04 (limited to objections to the commissioner's report and proposed distributions).

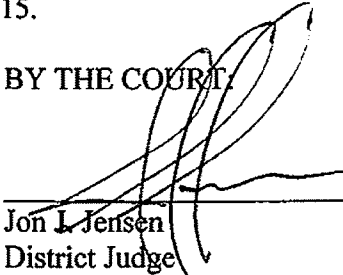
[¶ 6] Based upon the above findings and conclusions the undersigned orders as follows:

ORDER

[¶ 7] Bremer Bank, National Association's motion to intervene is DENIED, without prejudice. Bremer Bank, National Association shall participate in these proceedings to the full extent provided to any other receipholder/claimant.

Dated this 19th day of November, 2015.

BY THE COURT

  
\_\_\_\_\_  
Jon L. Jensen  
District Judge

cc: Ilona Jeffcoat-Sacco  
Mitchell D. Armstrong  
Tracy A. Kennedy  
Russell J. Melland  
Daniel L. Gaustad  
Jon R. Brakke  
Michael J. Morley  
Scott M. Knudsvig

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF GRAND FORKS

NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission,  
 Petitioner,  
 v.  
 Grand Forks Bean Company, Inc., Auto-  
 Owners Insurance Company,  
 Respondents,  
 v.  
 Bremer Bank, National Association,  
 Application for Intervention.

Civil No. 18-2015-CV-00240

**AMENDED**  
**CLAIM OF BETH A. NELSON, AS**  
**ASSIGNEE OF THE ESTATE**  
**OF BRAD NELSON**

---

PSC Case No. GE-15-36

Beth A. Nelson, as assignee of the Estate of Brad Nelson, asserts an amended claim in the above entitled proceeding in the amount of \$68,797.00, together with interest accruing from and after October 15, 2013. Said amended claim is based on a quantity of 1,810.44 cwt of beans priced at \$38.00 per cwt. Beth A. Nelson states the date of the insolvency of the Respondent was no later than October 15, 2013. Copies of the scale tickets issued by the Respondent on said beans and a contract purportedly entered into between Brad Nelson and the Respondent are attached to this claim as **Exhibit A**.

Dated this 26th day of January, 2016.

BY:



John R. Brakke (#03554)

[jbrakke@vogellaw.com](mailto:jbrakke@vogellaw.com)

**VOGEL LAW FIRM**

218 NP Avenue, PO Box 1389

Fargo, ND 58107-1389

Telephone: 701.237.6983

ATTORNEYS FOR BETH A. NELSON, AS

ASSIGNEE OF THE ESTATE OF BRAD

NELSON

# Grand Forks Bean Co, Inc.

Grand Forks, ND 58203

## DRY BEAN CONTRACT

1054

Year 2013 CROP

Between Grand Forks Bean Co, Inc. of Grand Forks, North Dakota, hereinafter known as "Buyer"

and Brad Nelson, EGF, MN, hereinafter known as "Seller".

Seller agrees to deliver #1 Pinto beans to the Buyer at the time of harvest, maximum 800 # per acre.

Acres 75 CWT 600

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

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

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

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

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

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

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

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

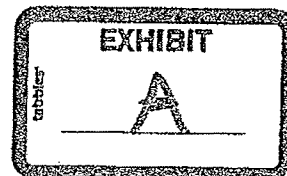
This agreement may be assigned by either party only with the prior written consent of the other party. This Agreement shall be binding upon heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

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

Payment shall be made as follows; 100 % on Dec-31-2013  
(MONTH / DATE / YEAR)

\_\_\_\_\_ % on \_\_\_\_\_  
(MONTH / DATE / YEAR)

\_\_\_\_\_ % on \_\_\_\_\_  
(MONTH / DATE / YEAR)



Grand Forks Bean Co, Inc.

Seller

By: [Signature]

By: phone w/ Brad

Date: 10/16/12

Date: 10/16/12

Comments:

79130 Vehicle & Grain...LBS  
 26720 Vehicle.....LBS  
 52410 Gross Grain.....LBS  
 1048 Dockage.....LBS  
 51362 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

02671

DATE 9/14/13

Name BRAD NELSON

Name DRIVER ON OFF

Address

Kind Grade Bin No. 3/4  
 Splits 24 %Pick 48 %FM 1.88 %  
 Moist 0 % Total Dock 0 %

Check Seed Coats %Base Price Per CWT

*This warehouse is not responsible for returning an identical percentage of check seed coats 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:

88230 Vehicle & Grain...LBS  
 27130 Vehicle.....LBS  
 61100 Gross Grain.....LBS  
 1784 Dockage.....LBS  
 59316 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

02670

DATE 9/14/13

Name BRAD NELSON

Name DRIVER ON OFF

Address

Kind Grade Bin No.  
 Splits 48 %Pick 32 %FM 2.12 %  
 Moist 13 % Total Dock 2.92 %

Check Seed Coats %Base Price Per CWT

*This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.*

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

Check No. Storage Tkt. No. Assembly Sheet No.

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

**GRAND FORKS BEAN CO, INC.**  
 GRAND FORKS, NORTH DAKOTA 58203

Comments:

80450 Vehicle & Grain...LBS  
25270 Vehicle.....LBS  
55180 Gross Grain.....LBS  
1545 Dockage.....LBS  
53635 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

J2672

DATE 9/14/13  
Name BRAND NELSON  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. 3/4  
Splits 6 %Pick 4 %FM 1.8 %  
Moist \_\_\_\_\_ % Total Dock 2.8 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_  
*This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.*  
*All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.*

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
GRAND FORKS, NORTH DAKOTA 58203

Comments:

44670 Vehicle & Grain...LBS  
27350 Vehicle.....LBS  
17370 Gross Grain.....LBS  
589 Dockage.....LBS  
1673 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02673

DATE 9/14/13  
Name BRAND NELSON  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. \_\_\_\_\_  
Splits 6 %Pick 8 %FM 2 %  
Moist \_\_\_\_\_ % Total Dock 3.4 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_  
*This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.*  
*All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.*

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
GRAND FORKS, NORTH DAKOTA 58203



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.

**AMENDED**  
**CLAIM OF CURT AMUNDSON**

Grand Forks Bean Company, Inc., Auto-  
Owners Insurance Company,

Respondents,

v.

Bremer Bank, National Association,

Application for Intervention.

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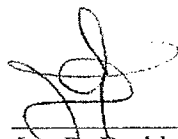
PSC Case No. GE-15-36

---

Curt Amundson asserts an amended claim in the above entitled proceeding in the amount of \$460,875.00, together with interest accruing from and after October 15, 2013. Said amended claim is based on a quantity of 12,128.28 cwt. of beans priced at \$38.00 per cwt. The Claimant acknowledges Respondent's right to an offset in the amount of \$42,753.00 relating to a purchase of seed by Curt Amundson from the Respondent in 2014. Curt Amundson states the date of the insolvency of the Respondent was no later than October 15, 2013. Copies of the scale tickets issued by the Respondent on said beans and the contract between Curt Amundson and the Respondent are attached to this claim as **Exhibit A**.

Dated: January 26, 2016.

BY:



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 ~~\$0.0050~~ <sup>00493</sup> per day per cwt applies.

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

Grand Forks Bean Co., Inc.

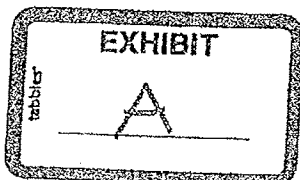
COMPANY

BY

Curt Amundson  
GROWER

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

Curt Amundson  
Seller



Comments:  
Enright, Dec 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 \_\_\_\_\_ DRIVER OFF \_\_\_\_\_

Address \_\_\_\_\_  
 Kind Pinto Grade \_\_\_\_\_ 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, Dec 18 Sullivan

68610 Vehicle & Grain...LBS  
 25190 Vehicle.....LBS  
 43420 Gross Grain.....LBS  
 1042 Dockage.....LBS  
 42378 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

DATE 9/4/13  
 Name CURT AMUNDSON  
 Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_

Address \_\_\_\_\_  
 Kind Pinto Grade \_\_\_\_\_ 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, Dec 18 Sullivan

66620 Vehicle & Grain...LBS  
 26310 Vehicle.....LBS  
 40310 Gross Grain.....LBS  
 1290 Dockage.....LBS  
 39020 Net Grain.....LBS  
 Moist Dock.....%LBS  
 Net Grain.....LBS

DATE 9/4/13  
 Name CURT AMUNDSON  
 Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_

Address \_\_\_\_\_  
 Kind Pinto Grade \_\_\_\_\_ 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

RX Date/Time  
Mar 14 15 03:07p

Curt Amundson

03/14/2015

15:11

218 773 0631

218-773-0631

p.10

P.070

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

DATE 9/4/13  
Name Curt Amundson  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind Pinto Grade \_\_\_\_\_ 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 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 32  
Norvald

74500 Vehicle & Grain...LBS  
26360 Vehicle.....LBS  
48140 Gross Grain.....LBS  
1599 Dockage.....LBS  
46541 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

DATE 9/5/13  
Name Curt Amundson  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind Pinto Grade \_\_\_\_\_ Bin No. \_\_\_\_\_  
Spills 1.52 %Pick 1 %FM 0.8 %  
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 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 32  
Norvald

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

DATE 9/5/13  
Name Curt Amundson  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind 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 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

RX Date/Time  
Mar 14 15 03:07p

03/14/2015  
Curt Amundson

15:11

218 773 0631

218-773-0631

P.011  
p.11

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

DATE 9/5/13  
Name Curt Amundson  
Name DRIVER OFF

Address  
Kind Pinto Grade 1 Bin No. 15  
Spills 17 %Pick 2 %FM 2 %  
Moist % Total Dock 3.72 %

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 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: #EE  
See 18  
Suehion

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

DATE 9/5/13  
Name Curt Amundson  
Name DRIVER OFF

Address  
Kind Pinto Grade 1 Bin No. 15  
Spills 16 %Pick 6 %FM 8 %  
Moist % 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 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: HCE  
See 18  
Suehion

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

DATE 9/5/13  
Name Curt Amundson  
Name DRIVER OFF

Address  
Kind Pinto Grade 1 Bin No. 15  
Spills 2 %Pick 4 %FM 6.4 %  
Moist % Total Dock 3.04 %

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 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:  
HCW.  
See 18 Suelvia

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 14.4 % 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 Suelvia

75550 Vehicle & Grain...LBS  
26510 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 14.4 % 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 Suelvia

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 \_\_\_\_\_ ON  
Address \_\_\_\_\_ DRIVER OFF

Address \_\_\_\_\_  
Kind Pinto Grade \_\_\_\_\_ Bin No. ES  
Spills 6 % Pick 2 % FM 68 %  
Moist 13.7 % Total Dock 248 %

Check Seed Coats \_\_\_\_\_ % Base Price Per CWT \_\_\_\_\_  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April 31st of each year.

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly 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 \_\_\_\_\_ ON  
Address \_\_\_\_\_ DRIVER OFF

Address \_\_\_\_\_  
Kind Pinto Grade \_\_\_\_\_ Bin No. ES  
Spills 2 % Pick 48 % FM 88 %  
Moist 13.6 % Total Dock 148 %

Check Seed Coats \_\_\_\_\_ % Base Price Per CWT \_\_\_\_\_  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April 31st of each year.

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly 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*

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 \_\_\_\_\_ ON  
Address \_\_\_\_\_ DRIVER OFF

Address \_\_\_\_\_  
Kind Pinto Grade \_\_\_\_\_ Bin No. ES  
Spills 1.12 % Pick 18 % FM 88 %  
Moist \_\_\_\_\_ % Total Dock 38 %

Check Seed Coats \_\_\_\_\_ % Base Price Per CWT \_\_\_\_\_  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April 31st of each year.

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO., INC.**  
GRAND FORKS, NORTH DAKOTA 58203

RX Date/Time  
Mar 14 15 03:08p

03/14/2015  
Curt Amundson

15:11

218 773 0631

218-773-0631

p.14

P.014

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

02658

DATE 9/11/13

Name Curt Amundson

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

Address \_\_\_\_\_

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

Spills 32 %Pick 1.0 %FM 6.0 %

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 coals 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

02658

DATE 9/12/13

Name Curt Amundson

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

Address \_\_\_\_\_

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

Spills 24 %Pick 1.08 %FM 1.28 %

Moist 15.3 % Total Dock 2.2 %

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 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

02658

DATE 9/12/13

Name Curt Amundson

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

Address \_\_\_\_\_

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

Spills 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 coals 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

RX Date/Time  
Mar 14 15 03:08p

03/14/2015  
Curt Amundson

15:11 218 773 0631

218-773-0631

P.015  
p.15

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

02656

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

Address  
Kind Puroto Grade 1 Bin No. ES  
Splits 1 %Pick .88 %FM 1 %  
Moist 14.9 % Total Dock 2.88 %

Check Seed Coats %Base Price Per CWT  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check No. Storage Tkt. No. Assembly Sheet No.

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF

GRAND FORKS BEAN CO., INC.  
GRAND FORKS, NORTH DAKOTA 58203

Comments: A  
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

02657

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

Address  
Kind Puroto 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 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.

76270 Vehicle & Grain..LBS  
25320 Vehicle.....LBS  
50950 Gross Grain.....LBS  
1264 Dockage.....LBS  
49686 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02658

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

Address  
Kind Puroto 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 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

RX Date/Time  
Mar 14 15 03:09p

03/14/2015  
Curt Amundson

15:11 218 773 0631

218-773-0631

P.016  
p.16

Comments: LK  
See 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

02663

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

Address \_\_\_\_\_  
Kind Link Grade \_\_\_\_\_ Bin No. 3/4  
Spills 92 %Pick 4 %FM 72 %  
Moist 143 % Total Dock 207 %

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 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: JA  
See 1 GF

73270 Vehicle & Grain...LBS  
27050 Vehicle.....LBS  
46230 Gross Grain.....LBS  
1017 Dockage.....LBS  
45203 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02663

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

Address \_\_\_\_\_  
Kind Link Grade \_\_\_\_\_ Bin No. 3/4  
Spills 108 %Pick 32 %FM 72 %  
Moist 142 % Total Dock 232 %

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 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 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

02663

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

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. 3/4  
Spills 104 %Pick 4 %FM 71 %  
Moist 144 % Total Dock 204 %

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 thirtieth of each year.

Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
**AN CO, INC.**  
TA 58203

Comments: LA  
See 1  
G.F.

79800 Vehicle & Grain...LBS  
20650 Vehicle.....LBS  
52930 Gross Grain.....LBS  
1482 Dockage.....LBS  
51448 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02665

DATE 03/13  
Name Curt Amundson  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. 3/4  
Splits 58 %Pick 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

02668

DATE 9/14/13  
Name Curt Amundson  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. 3/4  
Splits 22 %Pick 28 %FM 1.8 %  
Moist 14.2 % Total Dock 2.28 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
GRAND FORKS BEAN CO, INC.  
GRAND FORKS, NORTH DAKOTA 58203

Comments: BD  
See 32  
NORTH BOUND

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

02660

DATE 9/14/13  
Name Curt Amundson  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. 3/4  
Splits 8 %Pick 12 %FM 1.52 %  
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

RX Date/Time  
Mar 14 15:03:09p

03/14/2015  
Curt Amundson

15:11

218 773 0631

218-773-0631

p.18

P.018

Comments: Kriger sent 22 Sulfur

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

See 22 Sulfur  
84960 Vehicle & Grain...LBS  
27188 Vehicle.....LBS  
51780 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

See 22 Sulfur  
80450 Vehicle & Grain...LBS  
26500 Vehicle.....LBS  
33950 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 47 %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*

*Jan 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

02694

DATE *9/15/14*  
Name *Curl Amundson*  
Name \_\_\_\_\_ DRIVER OFF \_\_\_\_\_

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. *3/4*  
Spills *1.12* %Pick. *12* %FM *2.2* %  
Moist *3.44* % Total Dock \_\_\_\_\_ %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_  
This warehouse is not responsible for returning an identical percentage of check seed coats 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: *3 Douglas H*

*See 19 Sullivan*

*81640* Vehicle & Grain...LBS

*251640* Vehicle.....LBS

*55400* Gross Grain.....LBS

*2526* Dockage.....LBS

*52874* Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02694

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

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. *9*  
Spills *8* %Pick. *1.36* %FM *2.4* %  
Moist *4.3* % Total Dock *4.56* %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO., INC.**  
GRAND FORKS, NORTH DAKOTA 58203

Comments: *3*

*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

02694

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

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. *9*  
Spills *6.4* %Pick. *1.48* %FM *2.2* %  
Moist *4.32* % Total Dock *4.32* %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO., INC.**  
GRAND FORKS, NORTH DAKOTA 58203

Comments: 8

See 19  
Seedwar

86280 Vehicle & Grain...LBS  
21440 Vehicle.....LBS  
58840 Gross Grain.....LBS  
3130 Dockage.....LBS  
55710 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02601

DATE 9/17/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. 5  
Spills 6 %Pick 32 %FM 34 %  
Moist 13.9 % Total Dock 5.32 %

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 thirtieth of each year.

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF GRAND FORKS BEAN CO., INC. GRAND FORKS, NORTH DAKOTA 58203

Comments: 8

See 19  
Seedwar

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

02601

DATE 9/18/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. MN  
Spills 6 %Pick 8 %FM 42 %  
Moist 14.4 % Total Dock 5.6 %

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 thirtieth of each year.

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF GRAND FORKS BEAN CO., INC. GRAND FORKS, NORTH DAKOTA 58203

Comments: B

See 32  
Northland

39080 Vehicle & Grain...LBS  
26850 Vehicle.....LBS  
12230 Gross Grain.....LBS  
318 Dockage.....LBS  
11912 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02601

DATE 9/18/13  
Name CURT AMUNDSON  
Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. MN  
Spills 6 %Pick 12 %FM 28 %  
Moist 16 % Total Dock 2.6 %

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 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  
Northland

80540 Vehicle & Grain...LBS  
27250 Vehicle.....LBS  
53290 Gross Grain.....LBS  
2381 Dockage.....LBS  
51009 Net Grain.....LBS  
6631 Moist Dock...3%LBS  
#4378 Net Grain.....LBS

02696

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

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. NN  
Spills 3.2 % Pick 2.5 % 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  
Northland

68880 Vehicle & Grain...LBS  
29470 Vehicle.....LBS  
43460 Gross Grain.....LBS  
1625 Dockage.....LBS  
41795 Net Grain.....LBS  
2095 Moist Dock...5%LBS  
59705 Net Grain.....LBS

02696

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

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. NN  
Spills 0.2 % Pick 2 % FM 1.52 %  
Moist 18 % Total Dock 3.12 %

Check Seed Coats \_\_\_\_\_ % Base Price Per CWT \_\_\_\_\_  
This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
GRAND FORKS, NORTH DAKOTA 58203

Comments: D  
See 32  
Northland

41770 Vehicle & Grain...LBS  
26760 Vehicle.....LBS  
15010 Gross Grain.....LBS  
330 Dockage.....LBS  
14680 Net Grain.....LBS  
1321 Moist Dock...9%LBS  
13359 Net Grain.....LBS

02696

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

Address \_\_\_\_\_  
Kind \_\_\_\_\_ Grade \_\_\_\_\_ Bin No. \_\_\_\_\_  
Spills 2 % Pick 1.6 % FM 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,

-vs-

Grand Forks Bean Company, Inc.,  
Defendant.

Civil No. 18-2015-CV-00240

**AMENDED  
CLAIM OF  
BALDWIN FARMS, INC.**

---

PSC Case No. GE-15-36

---

[¶1] Baldwin Farms, Inc., asserts an amended claim in the above-entitled proceeding, based upon its quantity of 1,005.71 hundred weight (cwt.) of beans, at a price of \$38.00 per cwt, for a total of \$38,216.98, being the market price of said beans prevailing on the date of the insolvency of Defendant Grand Forks Bean Company, Inc., together with interest accruing at the weighted average prime rate charged by the Bank of North Dakota from and after October 15, 2013.

Baldwin Farms, Inc. asserts the date of insolvency of Defendant Grand Forks Bean Company, Inc. was no later than October 15, 2013. Baldwin Farms, Inc. reserves the right to assert an additional \$1.00 per cwt over and above the market price based upon its agreement with Grand Forks Bean Company.

[¶2] Baldwin Farms, Inc. submits with this claim, copies of receipts and other evidence for said beans that were contained within its files, which are attached hereto as **Exhibit A**. The Dry Bean Contracts that are attached as part of Exhibit A to the amended claim of Brent Baldwin relate to and are also evidence for this claim of Baldwin Farms, Inc.

[¶3] Based upon information and belief, the PSC obtained copies of documents that were within the files and in the possession of Defendant Grand Forks Bean, Inc. relating to Baldwin Farms, Inc.'s 1,005.71 cwt. of beans. Baldwin Farms, Inc. obtained copies of said documents from the PSC, and accordingly submits with this claim, copies of said documents, which are attached hereto as **Exhibit B**.

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

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

Dated this 28<sup>th</sup> day of January, 2016.

~~PEARSON CHRISTENSEN, PLLP~~

---

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Joseph E. Quinn (ND ID #06538)  
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[jquinn@grandforkslaw.com](mailto:jquinn@grandforkslaw.com)  
Attorneys for Baldwin Farms, Inc.


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STATE OF NORTH DAKOTA                    )  
  ) ss. **VERIFICATION**  
COUNTY OF Grand Forks                    )

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

**DATED** this 28<sup>th</sup> day of January, 2016.

**BALDWIN FARMS, INC.**

  
\_\_\_\_\_  
By: Brent Baldwin  
Its: Vice-President

Subscribed and sworn to before me by Brent Baldwin, as Vice-President of Baldwin Farms, Inc. on this 28<sup>th</sup> day of January, 2016.

**DANIEL L GAUSTAD**  
Notary Public  
State of North Dakota  
My Commission Expires Dec. 4, 2020

  
\_\_\_\_\_  
Notary Public for the State of North Dakota

# PRICE LATER MARKETING AGREEMENT

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

WHEREAS, pinto beans undergo a quality deterioration in this area and cannot be stored over crop year and

WHEREAS, the parties desire to provide a market beneficial to the grower and to the company which requires a constant supply of pinto beans available to the company throughout the winter months and so the company may conduct an orderly marketing operation and so that the grower may also have choice in the time for marketing his pinto beans:

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

1. The company will accept, to the extent of its plant capacity to handle them, U.S. No. 1 and U.S. No. 2 Pinto Beans, with a moisture content not over 15%, grown and delivered to it by grower. Upon deliver of the pinto beans to the company plant, a receiving ticket will be issued to the grower and the issuing of the ticket will thereupon transfer title of th pinto beans to the company.
2. The beans delivered will be priced before July 1, 2014. On those pintos on which to Grower Prices, the price will be the posted market price on the date of pricing.
3. The company reserves the right to withdraw from the market due to slow market conditions from time to time.
4. Checks for the pinto beans will be issued only on growers request.
5. Signing this agreement does not automatically put your beans under this Marketing agreement. It is necessary for you to notify the company at the time each truck is delivered.
6. Seller hereby warrants that he has good and merchantable title and the right to sell the beans hereinabove described and that said beans are free and clear of all liens, mortgages, and encumbrances of any kind of nature whatsoever.
7. This Contract shall be non-assignable by either Buyer or Seller.
8. Service fee of \$~~0.00329~~<sup>00493</sup> per day per cwt applies.

Dated this 12 day of SEPTEMBER, 20 13.

Grand Forks Bean Co., Inc. Ted Q

COMPANY

BY

Brent Baldwin by [Signature]  
GROWER,

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

S/H.

Seller

Comments:

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

02685

DATE 9/17/13  
Name BALMAIN FARMS INC  
Name DRIVER OFF

Address  
Kind Grade Bin No. S  
Splits 3.04 %Pick 48 %FM 1.12 %  
Moist % Total Dock 4.64 %  
Check Seed Coats %Base Price Per CWT

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of 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:

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

02659

DATE 9/13/13  
Name BALMAIN FARMS INC  
Name DRIVER OFF

Address  
Kind Grade Bin No. S  
Splits 1.6 %Pick 32 %FM 2 %  
Moist 13.8 % Total Dock 2.12 %  
Check Seed Coats %Base Price Per CWT

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of 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:

91050 Vehicle & Grain..LBS  
34590 Vehicle.....LBS  
516400 Gross Grain.....LBS  
1028 Dockage.....LBS  
55432 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02659

DATE 13/13  
Name BALMAIN FARMS INC  
Name DRIVER OFF

Address  
Kind Grade Bin No. S  
Splits 2 %Pick 2 %FM 2 %  
Moist 1.6 % Total Dock 1.82 %  
Check Seed Coats %Base Price Per CWT

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of 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:

102260 Vehicle & Grain..LBS  
 34970 Vehicle.....LBS  
 67290 Gross Grain.....LBS  
 1588 Dockage.....LBS  
 65702 Net Grain.....LBS  
 \_\_\_\_\_ Moist Dock.....%LBS  
 \_\_\_\_\_ Net Grain.....LBS

DATE 12/13  
 Name ALDWIN FARMS INC  
 Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
 Kind so Grade 1 Bin No. ES  
 Splits 64 %Pick 32 %FM 32 %  
 Moist 4.6 % Total Dock 2.36 %  
 Check Seed Coats \_\_\_\_\_ %Base Price Per CWT

*This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.*  
 All Storage contracts on dry edible beans shall terminate on April \_\_\_\_\_ of each year.

Storage Assembly  
 Tkt. No. Sheet No.

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF  
**PND FORKS BEAN CO, INC.**  
 GRAND FORKS, NORTH DAKOTA 58203

Comments:

83940 Vehicle & Grain..LBS  
 34640 Vehicle.....LBS  
 49300 Gross Grain.....LBS  
 1045 Dockage.....LBS  
 48255 Net Grain.....LBS  
 \_\_\_\_\_ Moist Dock.....%LBS  
 \_\_\_\_\_ Net Grain.....LBS

DATE 9/12/13  
 Name BALDWIN FARMS INC  
 Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
 Kind Pinto Grade 1 Bin No. \_\_\_\_\_  
 Splits 92 %Pick 4 %FM 8 %  
 Moist 14.8 % Total Dock 2.12 %  
 Check Seed Coats \_\_\_\_\_ %Base Price Per CWT

*This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.*  
 All Storage contracts on dry edible beans shall terminate on April \_\_\_\_\_ of each year.

Check Storage Assembly  
 No. Tkt. No. Sheet No.

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
 GRAND FORKS, NORTH DAKOTA 58203

Comments:

88100 Vehicle & Grain..LBS  
 27090 Vehicle.....LBS  
 61010 Gross Grain.....LBS  
 1440 Dockage.....LBS  
 59570 Net Grain.....LBS  
 \_\_\_\_\_ Moist Dock.....%LBS  
 \_\_\_\_\_ Net Grain.....LBS

DATE 9/12/13  
 Name BALDWIN FARMS INC  
 Name \_\_\_\_\_ DRIVER ON OFF

Address \_\_\_\_\_  
 Kind Pinto Grade 1 Bin No. ES  
 Splits 88 %Pick 1 %FM 48 %  
 Moist 14.6 % Total Dock 2.36 %  
 Check Seed Coats \_\_\_\_\_ %Base Price Per CWT

*This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.*  
 All Storage contracts on dry edible beans shall terminate on April \_\_\_\_\_ of each year.

Check Storage Assembly  
 No. Tkt. No. Sheet No.

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
 GRAND FORKS, NORTH DAKOTA 58203

02655

02651

Exhibit A

Comments:

92930 Vehicle & Grain...LBS

27340 Vehicle.....LBS

65590 Gross Grain.....LBS

1627 Dockage.....LBS

63963 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02647

DATE 9/12/13

Name Baldwin Farms Inc

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

Address \_\_\_\_\_

Kind Pinto Grade 1 Bin No. ES

Splits 1.2 %Pick 8 %FM 48 %

Moist 15.3 % Total Dock 2.48 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

*This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.*

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

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

**GRAND FORKS BEAN CO, INC.**  
GRAND FORKS, NORTH DAKOTA 58203

4005.71 cwt

3000 sold

1005.71 cwt left

GRAND FORKS BEAN COMPANY, INC.

Baldwin Farms Inc.

3,000 cwt @ \$45.00

12/27/2013

705,6

135,000.00  
-300.00

1010 - BREMER CHE

134,700.00

PRICE LATER MARKETING AGREEMENT 1108

COMPANY Grand Forks Bean Co., Inc.

GROWER BALDWIN FARM INC / Brent Baldwin

ADDRESS ST. THOMAS

WHEREAS, pinto beans undergo a quality deterioration in this area and cannot be stored over crop year and

WHEREAS, the parties desire to provide a market beneficial to the grower and to the company which requires a constant supply of pinto beans available to the company throughout the winter months and so the company may conduct an orderly marketing operation and so that the grower may also have access in the time for marketing his pinto beans:

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

1. The company will accept, to the extent of its plant capacity to handle them, U.S. No. 1 and U.S. No. 2 Pinto Beans, with a moisture content not over 15%, grown and delivered to it by grower. Upon deliver of the pinto beans to the company plant, a receiving ticket will be issued to the grower and the issuing of the ticket will thereupon transfer title of th pinto beans to the company.
2. The beans delivered will be priced before JULY 1, 2014. On those pintos on which to Grower Prices, the price will be the posted market price on the date of pricing.
3. The company reserves the right to withdraw from the market due to slow market conditions from time to time.
4. Checks for the pinto beans will be issued only on growers request.
5. Signing this agreement does not automatically put your beans under this Marketing agreement. It is necessary for you to notify the company at the time each truck is delivered.
6. Seller hereby warrants that he has good and merchantable title and the right to sell the beans hereinabove described and that said beans are free and clear of all liens, mortgages, and encumbrances of any kind of nature whatsoever.
7. This Contract shall be non-assignable by either Buyer or Seller.
8. Service fee of \$~~00.00~~<sup>00493</sup> per day per cwt applies.

Dated this 12 day of SEPTEMBER, 2013.

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

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

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



Baldwin Farms, Inc.

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

STATE OF NORTH DAKOTA  
COUNTY OF GRAND FORKS

IN DISTRICT COURT  
NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission,  
Plaintiff,

-vs-

Grand Forks Bean Company, Inc.,  
Defendant.

Civil No. 18-2015-CV-00240

**AMENDED  
CLAIM OF  
BRENT BALDWIN**

---

PSC Case No. GE-15-36

---

[¶1] Brent Baldwin asserts an amended claim in the above-entitled proceeding, based upon his quantity of 2,220.36 hundred weight (cwt.) of beans, at a price of \$38.00 per cwt, for a total of \$84,373.68, being the market price of said beans prevailing on the date of the insolvency of Defendant Grand Forks Bean Company, Inc., together with interest accruing at the weighted average prime rate charged by the Bank of North Dakota from and after October 15, 2013. Brent Baldwin asserts the date of insolvency of Defendant Grand Forks Bean Company, Inc. was no later than October 15, 2013. Brent Baldwin reserves the right to assert an additional \$1.00 per cwt over and above the market price based upon its agreement with Grand Forks Bean Company.

[¶2] Brent Baldwin submits with this claim, copies of receipts and other evidence for said beans that were contained within his files, which are attached hereto as **Exhibit A**. The Dry Bean Contracts that attached as part of Exhibit A also relate to and are evidence of the amended claim brought by Baldwin Farms, Inc.

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

2,220.36 cwt. of beans. Brent Baldwin obtained copies of said documents from the PSC, and accordingly submits with this claim, copies of said documents, which are attached hereto as **Exhibit B**.

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

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

Dated this 28<sup>th</sup> day of January, 2016.

**PEARSON CHRISTENSEN, PLLP**

Daniel L. Gaustad (ND ID #05282)

Joseph E. Quinn (ND ID #06538)

Attorneys at Law

24 North 4<sup>th</sup> Street

P. O. Box 5758

Grand Forks, ND 58206-5758

Phone: 701-775-0521

Facsimile: 701-775-0524

[dan@grandforkslaw.com](mailto:dan@grandforkslaw.com)

[jquinn@grandforkslaw.com](mailto:jquinn@grandforkslaw.com)

Attorneys for Brent Baldwin

*[balance of page intentionally left blank]*

STATE OF NORTH DAKOTA                    )  
  ) ss. **VERIFICATION**  
COUNTY OF Grand Forks                )

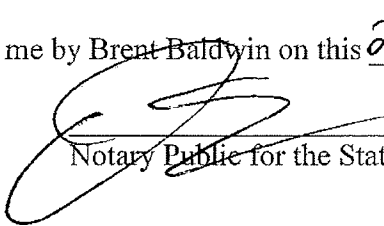
[¶] Brent Baldwin, being duly sworn upon oath, deposes and states that I have read the above Claim and to the best of my knowledge, believe the contents to be true and correct.

DATED this 28<sup>th</sup> day of January, 2016.



\_\_\_\_\_  
**BRENT BALDWIN**

Subscribed and sworn to before me by Brent Baldwin on this 28<sup>th</sup> day of January, 2016.

  
\_\_\_\_\_  
Notary Public for the State of North Dakota

**DANIEL L GAUSTAD**  
Notary Public  
State of North Dakota  
My Commission Expires Dec. 4, 2020

# Grand Forks Bean Co., Inc.

Grand Forks, ND 58203

## DRY BEAN CONTRACT

1001

Year 2013 CROP

Between Grand Forks Bean Co, Inc. of Grand Forks, North Dakota, hereinafter known as "Buyer"

and Brent Baldwin St. Thomas, ND, hereinafter known as "Seller".

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

Acres N/A CWT 3,000

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

\$ 45<sup>00</sup> per cwt., clean bean basis, #1's.

\$ 44<sup>00</sup> per cwt., clean bean basis, #2's.

\$ 43<sup>00</sup> per cwt., clean bean basis, #3's.

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

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

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

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

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

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

Payment shall be made as follows; 100 % on 12/31/2013  
(MONTH / DATE / YEAR)  
\_\_\_\_\_ % on \_\_\_\_\_  
(MONTH / DATE / YEAR)  
\_\_\_\_\_ % on \_\_\_\_\_  
(MONTH / DATE / YEAR)

**Grand Forks Bean Co, Inc.**

**Seller**

By: [Signature]

By: per phone w/ Brent

Date: 9/6/13

Date: 9/6/13

# Grand Forks Bean Co., Inc.

Grand Forks, ND 58203

## DRY BEAN CONTRACT

1002

Year 2013 CROP

Between Grand Forks Bean Co, Inc. of Grand Forks, North Dakota, hereinafter known as "Buyer"

and Brent Baldwin St. Thomas, ND, hereinafter known as "Seller".

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

Acres N/A CWT 3,000

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

\$ 1.10 per cwt., clean bean basis, #1's.

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

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

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

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

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

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

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

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

Payment shall be made as follows; 100 % on at time of sale  
(MONTH / DATE / YEAR)  
\_\_\_\_\_% on \_\_\_\_\_  
(MONTH / DATE / YEAR)  
\_\_\_\_\_% on \_\_\_\_\_  
(MONTH / DATE / YEAR)

**Grand Forks Bean Co, Inc.**

**Seller**

By: [Signature]

By: per phone w/ Brent

Date: 9/6/13

Date: 9/6/13

Comments:

94580 Vehicle & Grain..LBS  
35060 Vehicle.....LBS  
59520 Gross Grain.....LBS  
2428 Dockage.....LBS  
57092 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02683

DATE 9/17/13

Name BRENT BALDWIN

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

Address \_\_\_\_\_

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

Splits 24 %Pick 1.28 %FM .4 %

Moist 13.4 % Total Dock 4.08 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GRAND FORKS BEAN CO, INC.  
GRAND FORKS, NORTH DAKOTA 58203

Comments:

87010 Vehicle & Grain..LBS  
34830 Vehicle.....LBS  
52180 Gross Grain.....LBS  
1899 Dockage.....LBS  
50281 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02678

DATE 9/16/13

Name BRENT BALDWIN

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

Address \_\_\_\_\_

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

Splits 224 %Pick 6 %FM .8 %

Moist 14 % Total Dock 3.64 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.  
Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GRAND FORKS BEAN CO, INC.  
GRAND FORKS, NORTH DAKOTA 58203

Comments:

92150 Vehicle & Grain..LBS  
35010 Vehicle.....LBS  
57140 Gross Grain.....LBS  
2491 Dockage.....LBS  
54649 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

DATE 9/16/13

Name BRENT BALDWIN

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

Address \_\_\_\_\_

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

Splits 28 %Pick 2.16 %FM .92 %

Moist 14.1 % Total Dock 4.36 %

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.  
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

2,220, 36 cwt

Comments:

97300 Vehicle & Grain...LBS  
35430 Vehicle.....LBS  
61870 Gross Grain.....LBS  
1856 Dockage.....LBS  
60014 Net Grain.....LBS  
Moist Dock.....%LBS  
Net Grain.....LBS

02698

DATE 9/23/13

Name BRENT BALDWIN

Name FREIGHT TO BALDWIN FOSTER INC ON DRIVER OFF

Address

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

Splits 1.6 %Pick .8 %FM .6 %

Moist 14.2 % Total Dock 3 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of 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

PRICE LATER MARKETING AGREEMENT 1108

COMPANY Grand Forks Bean Co., Inc.

GROWER BALDWIN FARMS INC / Brent Baldwin

ADDRESS ST. THOMAS

WHEREAS, pinto beans undergo a quality deterioration in this area and cannot be stored over crop year and

WHEREAS, the parties desire to provide a market beneficial to the grower and to the company which requires a constant supply of pinto beans available to the company throughout the winter months and so the company may conduct an orderly marketing operation and so that the grower may also have choice in the time for marketing his pinto beans:

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

1. The company will accept, to the extent of its plant capacity to handle them, U.S. No. 1 and U.S. No. 2 Pinto Beans, with a moisture content not over 15%, grown and delivered to 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 \$~~.00200~~<sup>.00493</sup> per day per cwt applies.

Dated this 12 day of SEPTEMBER, 2013.

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

Grand Forks Bean Co., Inc. Terrell

COMPANY

BY

Brent Baldwin by the [Signature]  
GROWER

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

[Signature]

Seller



Brent Baldwin

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

STATE OF NORTH DAKOTA  
COUNTY OF GRAND FORKS

IN DISTRICT COURT  
NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission,

Plaintiff,

-vs-

Grand Forks Bean Company, Inc.,

Defendant.

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PSC Case No. GE-15-36

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Civil No. 18-2015-CV-00240

**AMENDED  
CLAIM OF  
DUANE ALTENDORF**

[¶1] Duane Altendorf asserts an amended claim in the above-entitled proceeding, based upon his quantity of 2,408.22 hundred weight (cwt.) of beans, at a price of \$38.00 per cwt, for a total of \$91,512.36, being the market price of said beans prevailing on the date of the insolvency of Defendant Grand Forks Bean Company, Inc., together with interest accruing at the weighted average prime rate charged by the Bank of North Dakota from and after October 15, 2013.

Duane Altendorf asserts the date of insolvency occurred no later than October 15, 2013.

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

[¶3] Based upon information and belief, the PSC obtained copies of documents within the files and in the possession of Defendant Grand Forks Bean, Inc. relating to Duane Altendorf's 2,408.22 cwt. of beans. Duane Altendorf obtained copies of said documents from the PSC, and accordingly submits with this claim, copies of said documents, which are attached hereto as **Exhibit B**.

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

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

Dated this 28<sup>th</sup> day of January, 2016.

**PEARSON CHRISTENSEN, PLLP**

Daniel L. Gaustad (ND ID #05282)

Joseph E. Quinn (ND ID #06538)

Attorneys at Law

24 North 4<sup>th</sup> Street

P. O. Box 5758

Grand Forks, ND 58206-5758

Phone: 701-775-0521

Facsimile: 701-775-0524

[dan@grandforkslaw.com](mailto:dan@grandforkslaw.com)

[jquinn@grandforkslaw.com](mailto:jquinn@grandforkslaw.com)

Attorneys for Duane Altendorf

*[balance of page intentionally left blank]*

STATE OF NORTH DAKOTA

)

COUNTY OF Grand Forks

)

)

ss. **VERIFICATION**

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

DATED this 28<sup>th</sup> day of January, 2016.

*Duane Altendorf*  
**DUANE ALTENDORF**

Subscribed and sworn to before me by Duane Altendorf on this 28<sup>th</sup> day of January, 2016.

*[Signature]*  
Notary Public for the State of North Dakota

**DANIEL L GAUSTAD**  
Notary Public  
State of North Dakota  
My Commission Expires Dec. 4, 2020

Comments:

81520 Vehicle & Grain. LBS

31770 Vehicle..... LBS

49750 Gross Grain..... LBS

1892 Dockage..... LBS

48058 Net Grain..... LBS

Moist Dock.....%LBS

Net Grain..... LBS

02701

DATE 9/23/13

Name DUANE ALTENDORF

Name FREIGHT TO BALDWIN FARMS INC. DRIVER OFF

Address

Kind \_\_\_\_\_ Grade 1 Bin No. \_\_\_\_\_

Splits 1.4 %Pick 1.6 %FM 4 %

Moist 14.5 % Total Dock 3.4 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

*This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.*

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

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

**CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
GRAND FORKS BEAN CO, INC.  
GRAND FORKS, NORTH DAKOTA 58203**

Comments:

21800 Vehicle & Grain, LBS

31740 Vehicle.....LBS

520000 Gross Grain.....LBS

2018 Dockage.....LBS

54042 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02704

DATE 9/23/13

Name DWANE ALTEUDORF

Name FREIGHT TO BALDWIN FARMS DRIVER ON OFF

Address

Kind \_\_\_\_\_ Grade 1 Bin No. MN

Splits 2 %Pick 1.2 %FM 4 %

Moist \_\_\_\_\_ % Total Dock 3.6 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery. All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF GRAND FORKS BEAN CO, INC. GRAND FORKS, NORTH DAKOTA 58203

Comments:

916340 Vehicle & Grain LBS

34900 Vehicle LBS

61440 Gross Grain LBS

1960 Dockage LBS

59474 Net Grain LBS

Moist Dock %LBS

Net Grain LBS

02702

DATE 9/23/13

Name DUANE ALTENDORF

Name FRED BRENT B. DRIVER ON OFF

Address

Kind Grade 1 Bin No. MN

Splits 1.4 %Pick 1.32 %FM 48 %

Moist 14.1 % Total Dock 3.2 %

Check Seed Coats %Base Price Per CWT

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.

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

Check No. Storage Tkt. No. Assembly Sheet No.

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF GRAND FORKS BEAN CO, INC. GRAND FORKS, NORTH DAKOTA 58203

Comments:

86160 Vehicle & Grain..LBS

33140 Vehicle.....LBS

53020 Gross Grain.....LBS

2672 Dockage.....LBS

50348 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02706

DATE 9/24/23

Name ~~FRONT BEAN~~

Name Duane Altemeyer DRIVER ON OFF

Address FREIGHT TO BEAN B.

Kind \_\_\_\_\_ Grade 1 Bin No. MN

Splits 2.92 %Pick 1.48 %FM .64 %

Moist 13.5 % Total Dock 5.04 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

*This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.*

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

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
GRAND FORKS, NORTH DAKOTA 58203

Comments:

100260 Vehicle & Grain..LBS

25040 Vehicle.....LBS

72220 Gross Grain.....LBS

31669 Dockage.....LBS

68551 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02708

DATE 9/24/13

Name DUANE ALTENDORF

Name FREIGHT TO/BRENT B. DRIVER ON OFF

Address

Kind Grade 1 Bin No. MN

Splits 3.6 %Pick 88 %FM 6 %

Moist 12.9 % Total Dock 5.08 %

Check Seed Coats %Base Price Per CWT

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.

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

Check No. Storage Tkt. No. Assembly Sheet No.

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF GRAND FORKS BEAN CO, INC. GRAND FORKS, NORTH DAKOTA 58203

Comments:

36490 Vehicle & Grain, LBS

32230 Vehicle, LBS

54260 Gross Grain, LBS

4319 Dockage, LBS

49941 Net Grain, LBS

Moist Dock, %LBS

Net Grain, LBS

02709

DATE 9/24/13

Name DUANE ALTENDORF

Name FARMERS INC. DRIVER ON OFF

Address

Kind Grade 1 Bin No. MN

Splits 4.4 %Pick 2.88 %FM .68 %

Moist 14.5 % Total Dock 7.96 %

Check Seed Coats %Base Price Per CWT

This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.

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

Check No. Storage Tkt. No. Assembly Sheet No.

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF GRAND FORKS BEAN CO, INC. GRAND FORKS, NORTH DAKOTA 58203

Comments:

95180 Vehicle & Grain..LBS

35440 Vehicle.....LBS

59740 Gross Grain.....LBS

3298 Dockage.....LBS

56412 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02707

DATE 9/24/13

Name DUANE ALTENDORF

Name FREIGHT TO BALDWIN FARMS DRIVER ON OFF

Address

Kind \_\_\_\_\_ Grade 1 Bin No. MN

Splits 3.2 %Pick 1 %FM 1.32 %

Moist 13.8 % Total Dock 5.52 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT \_\_\_\_\_

*This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.*

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

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

**CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
GRAND FORKS BEAN CO, INC.  
GRAND FORKS, NORTH DAKOTA 58203**

Comments:

93700 Vehicle & Grain. LBS

35320 Vehicle.....LBS

58380 Gross Grain.....LBS

4414 Dockage.....LBS

53906 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02710

DATE 9/24/13

Name DUANE ALTENDORF

Name FREIGHT TO BALDWIN FARMS INC. DRIVER ON OFF

Address

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

Splits 3.2 %Pick 4.12 %FM .24 %

Moist 15.7 % Total Dock 7.516 %

Check Seed Coats \_\_\_\_\_ %Base Price Per CWT

*This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.*

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

Check No. \_\_\_\_\_ Storage Tkt. No. \_\_\_\_\_ Assembly Sheet No. \_\_\_\_\_

CERTIFICATE OF GRADE WEIGHT & DOCKAGE  
OF GRAIN WEIGHED OVER THE SCALES OF  
**GRAND FORKS BEAN CO, INC.**  
GRAND FORKS, NORTH DAKOTA 58203

PRICE LATER MARKETING AGREEMENT 1111

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

WHEREAS, pinto beans undergo a quality deterioration in this area and cannot be stored over crop year and

WHEREAS, the parties desire to provide a market beneficial to the grower and to the company which requires a constant supply of pinto beans available to the company throughout the winter months and so the company may conduct an orderly marketing operation and so that the grower may also have choice in the time for marketing his pinto beans:

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

1. The company will accept, to the extent of its plant capacity to handle them, U.S. No. 1 and U.S. No. 2 Pinto Beans, with a moisture content not over 15%, grown and delivered to it by grower. Upon deliver of the pinto beans to the company plant, a receiving ticket will be issued to the grower and the issuing of the ticket will thereupon transfer title of th pinto beans to the company.
2. The beans delivered will be priced before July 1, 2010 On those pintos on which to Grower Prices, the price will be the posted market price on the date of pricing.
3. The company reserves the right to withdraw from the market due to slow market conditions from time to time.
4. Checks for the pinto beans will be issued only on growers request.
5. Signing this agreement does not automatically put your beans under this Marketing agreement. It is necessary for you to notify the company at the time each truck is delivered.
6. Seller hereby warrants that he has good and merchantable title and the right to sell the beans hereinabove described and that said beans are free and clear of all liens, mortgages, and encumbrances of any kind of nature whatsoever.
7. This Contract shall be non-assignable by either Buyer or Seller.
8. Service fee of \$.00329 per day per cwt applies.

Dated this 23 day of Sept, 2013.

4,408.22 cwt  
< 2,000.00 > 12/31/13  
2408.22

Grand Forks Bean Co., Inc. DUANE ALTVORD  
COMPANY BY  
Duane Altvord  
GROWER

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