

Duane Altendorf

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

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF GRAND FORKS

NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission,

Plaintiff,

v.

Grand Forks Bean Company, Inc.

Respondent.

Civil No. 18-2015-CV-00240

**AMENDED
CLAIM OF NICHOLAS E. ADAMS**

PSC Case No. GE-15-36

¶1 Nicholas E. Adams asserts an amended claim in the above entitled proceeding based on a quantity of 908.55 cwt of beans, at a price of \$38.00 per cwt, for a total of \$34,524.90, being the market price of said beans prevailing on the date of the insolvency, and delivered to Grand Forks Bean Company, Inc. in September of 2012. Nicholas E. Adams asserts the date of insolvency of Defendant Grand Forks Bean Company, Inc. was no later than October 15, 2013. The Price Later Marketing Agreement #1102 and Scale Ticket Summary prepared by Grand Forks Bean Company, Inc. are attached to this Claim as Exhibit A. The claim in the above entitled proceeding in the amount of \$34,524.90, together with interest from and after October 15, 2013 is based on a quantity of 908.55 cwt of beans priced at \$38.00 per cwt.

¶2 Although a signature of the name "Nick Adams" appears on the Grower signature line, and the initials "NA" appear in the disclaimer box, Mr. Adams did not sign nor authorize his signature or initials on the Agreement. Until the Price Later Agreement was obtained from the PSC, it had never been seen by Mr. Adams.

Dated this 29th day of January, 2016.

A handwritten signature in black ink, appearing to read "Russ J. Melland", written over a horizontal line.

Russ J. Melland #04896
rmelland@camrudlaw.com
CAMRUD, MADDOCK, OLSON & LARSON, LTD.
401 DEMERS AVENUE, SUITE 500
P. O. BOX 5849
GRAND FORKS, ND 58206-5849
(701) 775-5595
Attorney for Nicholas E. Adams

EXHIBIT A

PRICE LATER MARKETING AGREEMENT 1102

COMPANY Grand Forks Bean Co., Inc.

GROWER Nick Adams

ADDRESS Raymond, ND

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

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

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

1. The company will accept, to the extent of its plant capacity to handle them, U.S. No. 1 and U.S. No. 2 Pinto Beans, with a moisture content not over 15%, grown and delivered to it by grower. Upon deliver of the pinto beans to the company plant, a receiving ticket will be issued to the grower and the issuing of the ticket will thereupon transfer title of th pinto beans to the company.
2. The beans delivered will be priced before July 1, 2014. On those pintos on which to Grower Prices, the price will be the posted market price on the date of pricing.
3. The company reserves the right to withdraw from the market due to slow market conditions from time to time.
4. Checks for the pinto beans will be issued only on growers request.
5. Signing this agreement does not automatically put your beans under this Marketing agreement. It is necessary for you to notify the company at the time each truck is delivered.
6. Seller hereby warrants that he has good and merchantable title and the right to sell the beans hereinabove described and that said beans are free and clear of all liens, mortgages, and encumbrances of any kind of nature whatsoever.
7. This Contract shall be non-assignable by either Buyer or Seller.
8. Service fee of ~~\$0.0000~~ ^{0.00493} per day per cwt applies.

Dated this 27th day of Nov, 20 13.

2012 Crop
908.55 cwt

Grand Forks Bean Co., Inc. TRW

COMPANY BY

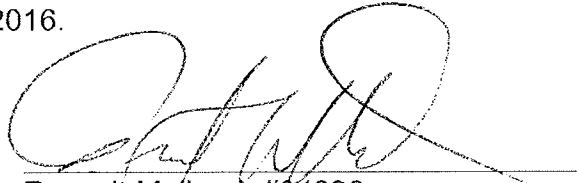
Nick Adams

GROWER

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

NA Seller

Dated this 29th day of January, 2016.

A handwritten signature in black ink, appearing to read 'Russ J. Melland', written over a horizontal line.

Russ J. Melland #04896

rmelland@camrudlaw.com

CAMRUD, MADDOCK, OLSON & LARSON, LTD.

401 DEMERS AVENUE, SUITE 500

P. O. BOX 5849

GRAND FORKS, ND 58206-5849

(701) 775-5595

Attorney for Chuck Nelson

PRICE LATER MARKETING AGREEMENT

1106

COMPANY Grand Forks Bean Co., Inc.
 GROWER Chuck Nelson
 ADDRESS Thompson, ND

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

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

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

1. The company will accept, to the extent of its plant capacity to handle them, U.S. No. 1 and U.S. No. 2 Pinto Beans, with a moisture content not over 15%, grown and delivered to it by grower. Upon deliver of the pinto beans to the company plant, a receiving ticket will be issued to the grower and the issuing of the ticket will thereupon transfer title of th pinto beans to the company.
2. The beans delivered will be priced before July 1, 2014 On those pintos on which to Grower Prices, the price will be the posted market price on the date of pricing.
3. The company reserves the right to withdraw from the market due to slow market conditions from time to time.
4. Checks for the pinto beans will be issued only on growers request.
5. Signing this agreement does not automatically put your beans under this Marketing agreement. It is necessary for you to notify the company at the time each truck is delivered.
6. Seller hereby warrants that he has good and merchantable title and the right to sell the beans hereinabove described and that said beans are free and clear of all liens, mortgages, and encumbrances of any kind of nature whatsoever.
7. This Contract shall be non-assignable by either Buyer or Seller.
8. Service fee of ~~\$3.00~~^{\$.00493} per day per cwt applies.

Dated this 29th day of September, 20 13.

6,315.08 CWT
 <5,000.00> 12/31/13
 1,315.08

Grand Forks Bean Co., Inc.
 COMPANY BY
Chuck Nelson
 GROWER

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

NEILSON FARMS.xls

2017's crop

Date	TKT #	Splits %	Pick %	FM%	Total Dkg	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/25/13	2711	1.60	1.40	0.60	3.60%	15.0	1	46,980	1,691	45,289		45,289
09/25/13	2712	0.32	1.20	0.80	2.32%	15.4	1	50,760	1,178	49,582		49,582
09/25/13	2713	0.28	0.72	0.86	1.88%	14.7	1	51,880	975	50,905		50,905
09/25/13	2714	0.60	0.40	1.20	2.20%	14.4	1	49,600	1,091	48,509		48,509
09/25/13	2715	0.32	0.60	1.60	2.52%	13.8	1	50,400	1,270	49,130		49,130
09/25/13	2716	0.66	0.72	1.00	2.40%	14.0	1	47,560	1,141	46,419		46,419
09/26/13	2717	1.12	0.48	1.40	3.00%	14.2	1	46,890	1,407	45,483		45,483
09/26/13	2718	0.72	0.56	1.40	2.68%	14.2	1	25,080	672	24,408		24,408
09/26/13	2719	1.88	0.60	0.92	3.40%	13.9	1	36,490	1,241	35,249		35,249
11/01/13	2720	4.00	4.56	0.60	9.16%	17.1		48,360	4,430	43,930	3%	42,612
11/01/13	2721	6.40	4.80	0.60	11.80%	17.0		46,570	5,495	41,075	3%	39,843
11/01/13	2722	4.60	4.20	0.80	9.80%	17.1		48,700	4,773	43,927	3%	42,609
11/01/13	2723	4.80	4.00	0.60	9.40%	17.2		54,540	5,127	49,413	3%	47,931
11/02/13	2724	5.20	3.98	0.60	9.68%	16.8		57,470	5,563	51,907	2%	50,869
11/02/13	2725	8.12	4.48	0.56	13.16%	16.5		14,890	1,960	12,930	2%	12,671
					0.00%				0	0		0

TOTAL NET GRAIN

631,508

DATE 12/31/2013
CHECK 7063
PRICE 33.00

-500000

Balance

131,508

Grand Forks Bean Co, Inc.

Grand Forks, ND 58203

DRY BEAN CONTRACT

1051

Year 2013 CROP

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

and Chuck Nelson, Thompson, ND, hereinafter known as "Seller".

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

Acres N/A CWT 5,000

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

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

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

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

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

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

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

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

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

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

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

Grand Forks Bean Co, Inc.

By: Todd M

Date: 10/16/12

Seller

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

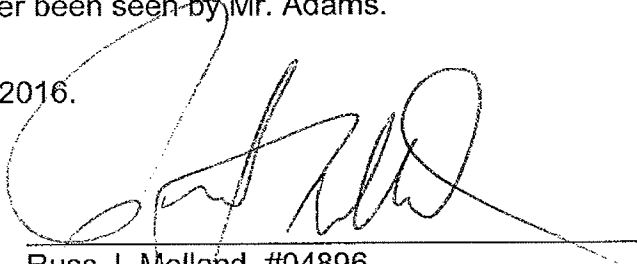
Date: 10/16/12

the market price of said beans prevailing on the date of the insolvency. Ronald E. Adams asserts the date of insolvency of Defendant Grand Forks Bean Company, Inc. was no later than October 15, 2013. The Scale Ticket Summary prepared by Grand Forks Bean Company, Inc. is attached to this Claim as Exhibit C. A copy of the scale tickets are attached as Exhibit D. The claim is in the amount of \$58,744.58, together with interest from and after October 15, 2013, the date on which claimant Ronald E. Adams requested said beans be sold.

¶3 Ronald E. Adams total amended claim is for 7,778.24 cwt in the total amount of \$295,573.12, plus interest on \$295,573.12 from and after October 15, 2013.

¶4 Although a signature of the name "Ron Adams" appears on the Grower signature line, and initials "R A" appear in the disclaimer box, Mr. Adams did not sign nor authorize his signature or initials on the Agreement. Until the Price Later Agreement was obtained from the PSC, it had never been seen by Mr. Adams.

Dated this 29th day of January, 2016.



Russ J. Melland #04896
rmelland@camrudlaw.com
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401 DEMERS AVENUE, SUITE 500
P. O. BOX 5849
GRAND FORKS, ND 58206-5849
(701) 775-5595
Attorney for Ronald E. Adams

RON ADAMS
 165 16TH ST NE
 REYNOLDS, ND 58273

2010 CROP

Date	TKT #	Splits %	Pick %	FM%	Total Dkg%	Moist	Grade	Gross	Dock	Net	Moist Dock%	Net Grain
09/20/10	2224	1.60	1.80	3.84	7.24%	14.9	1	31,040	2,248	28,792		28,792
09/29/10	2240	0.40	1.00	0.80	2.20%	17.7	1	6,610	146	6,464	4%	6,205
10/04/10	2265	1.60	2.20	2.60	6.40%	15.3		34,300	2,196	32,104		32,104
10/04/10	2268	2.00	2.12	1.80	5.92%	14.9		32,760	1,940	30,820		30,820
10/04/10	2269	1.80	2.20	1.40	5.40%		2	6,080	329	5,751		5,751
10/05/10	2275	1.60	3.12	3.88	8.60%	14.8		29,620	2,548	27,072		27,072
10/05/10	2277	2.27	2.20	2.00	5.80%	14.7		17,500	1,015	16,485		16,485
10/05/10	2278	2.60	2.80	3.12	8.52%	14.6		34,990	2,982	32,008		32,008
10/05/10	2279	3.80	2.40	3.80	10.00%	14.0		27,010	2,701	24,309		24,309
10/05/10	2280	3.80	2.20	1.80	7.80%	14.2		17,560	1,370	16,190		16,190
10/06/10	2281	2.20	4.80	2.80	9.80%	15.5	2	28,520	2,795	25,725		25,725
10/06/10	2282	5.40	1.00	2.60	9.00%	13.0		29,590	2,664	26,926		26,926
10/09/10	2283	2.80	1.40	2.60	6.80%	12.2		28,980	1,971	27,009		27,009
10/09/10	2284	3.80	1.00	4.00	8.80%	11.5		28,400	2,500	25,900		25,900
10/10/10	2285	1.00	1.20	1.80	4.00%	14.1		33,540	1,342	32,198		32,198
10/10/10	2286	1.40	1.00	3.40	5.80%	13.7		31,370	1,820	29,550		29,550
10/10/10	2287	1.40	0.80	2.00	4.20%	13.5		35,670	1,499	34,171		34,171
10/11/10	2288	0.88	1.00	3.12	5.00%	16.0		31,070	1,554	29,517	1%	29,220
10/11/10	2289	0.68	0.88	2.60	4.16%	15.7		33,430	1,391	32,039		32,039
10/11/10	2290	1.00	0.80	4.20	6.00%	16.0		27,420	1,646	25,774	1%	25,516
10/11/10	2291	1.20	1.00	2.40	4.60%	14.5		12,660	583	12,077		12,077
10/12/10	2292	2.40	0.80	2.20	5.40%	13.8		31,570	1,705	29,865		29,865
10/12/10	2293	1.80	1.28	1.68	4.76%	14.7		28,800	1,371	27,429		27,429
10/12/10	2294	2.40	1.40	2.80	6.60%	14.4		15,850	1,033	14,817		14,817
10/18/10	2295	1.00	3.80	8.00	12.80%	14.8	2	28,050	3,591	24,459		24,459
10/18/10	2296	2.60	4.40	5.40	12.40%	14.4	2	7,760	963	6,797		6,797
					0.00%				0	0		0

TOTAL NET GRAIN 623,233

EXHIBIT A

Comments:

63180 Vehicle & Grain..LBS

28880 Vehicle.....LBS

34300 Gross Grain.....LBS

2196 Dockage.....LBS

32109 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

J2265

DATE 10/4/10

Name RON ADAMS

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 1.6 %Pick 2.3 %FM 2.6 %

Moist 15.3 % Total Dock 6.4 %

Check Seed Coats _____ %Base Price Per CWT _____

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

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

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

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

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

EXHIBIT B

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

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

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

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

Check Seed Coats _____ % Base Price Per CWT
 Splits _____ % Pick _____ % FM 1.8
 Moist _____ % Total Dock _____ %
 Kind _____ Grade _____ Bin No. _____

Name _____
 DRIVER ON OFF

Name Rew Adams
 DATE 10/4/10

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

12268

Comments:

Vehicle & Grain..LBS

Vehicle.....LBS

29590 Gross Grain.....LBS

21607 Dockage.....LBS

210926 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

022282

DATE 10/6/10

Name Res Adams

Name DRIVER ON OFF

Address

Kind Grade Bin No.

Splits 5.4 %Pick 1 %FM 2.6 %

Moist 13 % Total Dock 9 %

Check Seed Coats %Base Price Per CWT

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

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

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

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

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

Comments:

Vehicle & Grain..LBS

Vehicle.....LBS

1410 Gross Grain.....LBS

146 Dockage.....LBS

6164 Net Grain.....LBS

259 Moist Dock.....%LBS

6205 Net Grain.....LBS

22240

DATE 9/20/10

Name Row Adams

Name _____ DRIVER ON OFF

Address _____

Kind Perute Grade 1 Bin No. _____

Splits 4 %Pick 1 %FM .8 %

Moist 17.7 % Total Dock 2.3 %

Check Seed Coats _____ %Base Price Per CWT _____

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

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

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

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

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

Comments:

210 Vehicle & Grain LBS

Vehicle.....LBS

29620 Gross Grain.....LBS

2548 Dockage.....LBS

27073 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02275

DATE 10/5/10

Name Pro ADAMS

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade 2 Bin No. _____

Splits 1.6 %Pick 3.12 %FM 3.88 %

Moist 14.8 % Total Dock 8.4 %

Check Seed Coats _____ %Base Price Per CWT _____

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

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

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

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

Comments:

5800 Vehicle & Grain. LBS

Vehicle..... LBS

17500 Gross Grain..... LBS

1015 Dockage..... LBS

16485 Net Grain..... LBS

Moist Dock..... %LBS

Net Grain..... LBS

02277

DATE 10/5/10

Name Ren Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 1.6 %Pick 2.3 %FM 2 %

Moist 14.7 % Total Dock 5.8 %

Check Seed Coats _____ %Base Price Per CWT _____

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

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

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

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

Comments:

Vehicle & Grain..LBS

Vehicle.....LBS

34990 Gross Grain.....LBS

2982 Dockage.....LBS

32008 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02278

DATE 10/5/10

Name DON ADAMS

Name DRIVER ON OFF

Address

Kind Grade Bin No.

Splits 26 %Pick 2.8 %FM 3.12 %

Moist 14.6 % Total Dock 8.52 %

Check Seed Coats %Base Price Per CWT

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

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

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

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

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

Comments:

Empty box for comments.

Vehicle & Grain, LBS

Vehicle.....LBS

27010 Gross Grain.....LBS

2701 Dockage.....LBS

24309 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02279

DATE 10/5/10

Name Row Adams

Name DRIVER ON OFF

Address

Kind Grade Bin No.

Splits 3.8 %Pick 5.4 %FM 3.8 %

Moist 14 % Total Dock 10 %

Check Seed Coats %Base Price Per CWT

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

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

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

Comments:

Vehicle & Grain LBS

Vehicle.....LBS

17560 Gross Grain.....LBS

1370 Dockage.....LBS

16190 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

022280

DATE 10/5/10

Name Ron Adams

Name DRIVER ON OFF

Address

Kind Grade Bin No.

Splits 3.8 %Pick 2.2 %FM 1.8 %

Moist 14.2 % Total Dock 7.8 %

Check Seed Coats %Base Price Per CWT

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

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

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

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

GRAND FORKS BEAN CO, INC.

GRAND FORKS, NORTH DAKOTA 58203

Comments:

Empty box for comments.

Vehicle & Grain: LBS

Vehicle: LBS

Gross Grain: LBS

Dockage: LBS

Net Grain: LBS

Moist Dock: %LBS

Net Grain: LBS

02284

DATE 10/9/10

Name Ben Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 3.8 %Pick 1 %FM 4 %

Moist 11.5 % Total Dock 8.8 %

Check Seed Coats _____ %Base Price Per CWT _____

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

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

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

Comments:

Empty box for comments.

Vehicle & Grain..LBS

Vehicle.....LBS

357070 Gross Grain.....LBS

1499 Dockage.....LBS

34171 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

022287

DATE 10/10/10

Name Paul Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 1.4 %Pick 3 %FM 0 %

Moist 13.5 % Total Dock 4.2 %

Check Seed Coats _____ %Base Price Per CWT _____

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

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

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

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

Comments:

Vehicle & Grain: LBS

Vehicle: LBS

33430 Gross Grain: LBS

1391 Dockage: LBS

32039 Net Grain: LBS

Moist Dock: %LBS

Net Grain: LBS

022289

DATE 10/11/10

Name Row ADAMS

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 68 % Pick 28 % FM 2.6 %

Moist 157 % Total Dock 4.16 %

Check Seed Coats _____ % Base Price Per CWT _____

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

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

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

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

Comments:

Vehicle & Grain: LBS

Vehicle: LBS

12660 Gross Grain: LBS

583 Dockage: LBS

12077 Net Grain: LBS

Moist Dock: %LBS

Net Grain: LBS

022294

DATE 10/11/10

Name BON ADAMS

Name DRIVER ON OFF

Address

Kind Grade Bin No.

Splits 12 %Pick 1 %FM 2.4 %

Moist 14.5 % Total Dock 4.4 %

Check Seed Coats %Base Price Per CWT

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

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

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

Comments:

Vehicle & Grain LBS

Vehicle.....LBS

28800 Gross Grain.....LBS

1371 Dockage.....LBS

27429 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02293

DATE 10/12/10

Name RON ADAMS

Name DRIVER ON OFF

Address

Kind Grade Bin No.

Splits 1.8 %Pick 1.28 %FM 1.68%

Moist 14.7 % Total Dock 4.76%

Check Seed Coats %Base Price Per CWT

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

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

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

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

GRAND FORKS BEAN CO, INC.

GRAND FORKS, NORTH DAKOTA 58203

Comments:

Vehicle & Grain.....LBS

Vehicle.....LBS

28050 Gross Grain.....LBS

3591 Dockage.....LBS

24459 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02295

DATE 10/18/10

Name ROY ADAMS

Name DRIVER ON OFF

Address

Kind Grade 2 Bin No.

Splits 1 %Pick 3.8 %FM 8 %

Moist 14.8 % Total Dock 12.8 %

Check Seed Coats %Base Price Per CWT

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

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

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

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

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

Comments:

Comments: [Empty box]

Vehicle & Grain..LBS
 Vehicle.....LBS
 7760 Gross Grain.....LBS
 963 Dockage.....LBS
 6797 Net Grain.....LBS
 Moist Dock.....%LBS
 Net Grain.....LBS
 02296

DATE 10/18/10

Name Ron Adams

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade 2 Bin No. _____

Splits 2.6 %Pick 7.4 %FM 5.4 %

Moist 14.4 % Total Dock 12.4 %

Check Seed Coats _____ %Base Price Per CWT _____

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

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

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

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

Comments:

83870 Vehicle & Grain...LBS

34200 Vehicle.....LBS

49670 Gross Grain.....LBS

4650 Dockage.....LBS

45000 Net Grain.....LBS

451 Moist Dock...%LBS

44569 Net Grain.....LBS

02471

DATE 9/4/12

Name Rod Adams

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 2 Bin No. _____

Splits 3.68 %Pick 4.08 %FM 1.6 %

Moist 110.2 % Total Dock 9.36 %

Check Seed Coats _____ %Base Price Per CWT _____

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

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

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

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

EXHIBIT D

Comments:

74410 Vehicle & Grain..LBS

32330 Vehicle.....LBS

42080 Gross Grain.....LBS

45288 Dockage.....LBS

37552 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02472

DATE 9/4/12

Name Rou Adams

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 3 Bin No. _____

Splits 3.2 %Pick 6.16 %FM 1.4 %

Moist 15.3 % Total Dock 10.76 %

Check Seed Coats _____ %Base Price Per CWT _____

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

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

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

Comments:

52090 Vehicle & Grain..LBS

35740 Vehicle.....LBS

16950 Gross Grain.....LBS

1994 Dockage.....LBS

14956 Net Grain.....LBS

150 Moist Dock...%LBS

14806 Net Grain.....LBS

(44569 (37552))
02493

DATE 9/4/12
Name ROD ADAMS
Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 2 Bin No. _____

Splits 3.52 %Pick 4.88 %FM 3.36 %

Moist 16.2 % Total Dock 11.76 %

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:

Comments box

18880 Vehicle & Grain LBS

41020 Vehicle LBS

44850 Gross Grain LBS

1974 Dockage LBS

42876 Net Grain LBS

Moist Dock % LBS

Net Grain LBS

02485

DATE 9/6/12

Name Row Adams

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. _____

Splits 1.72 %Pick 1.28 %FM 1.4 %

Moist 14 % Total Dock 4.40 %

Check Seed Coats _____ %Base Price Per CWT _____

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

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

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

Comments:

79410 Vehicle & Grain..LBS
32028 Vehicle.....LBS
47390 Gross Grain.....LBS
2597 Dockage.....LBS
44793 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

02486

DATE 9/6/12

Name Row Adams

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. _____

Splits 2.4 %Pick 2.48 %FM .6 %

Moist 14.6 % Total Dock 5.48 %

Check Seed Coats _____ %Base Price Per CWT _____

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

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

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

Comments:

81390 Vehicle & Grain, LBS

32440 Vehicle.....LBS

48950 Gross Grain.....LBS

2252 Dockage.....LBS

48698 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

32408

DATE _____

Name Ben Adams

Name _____ DRIVER ON OFF

Address _____

Kind Pinto Grade 1 Bin No. _____

Splits 1.28 %Pick 1.2 %FM 2.12 %

Moist 13.3 % Total Dock 4.6 %

Check Seed Coats _____ %Base Price Per CWT _____

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

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

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

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

GRAND FORKS BEAN CO, INC.

GRAND FORKS, NORTH DAKOTA 58203

Comments:

75640 Vehicle & Grain LBS

34410 Vehicle LBS

41230 Gross Grain LBS

2392 Dockage LBS

38838 Net Grain LBS

Moist Dock %LBS

Net Grain LBS

02489

DATE 9/7/12

Name Rev ADAMS

Name DRIVER ON OFF

Address

Kind Pinto Grade 1 Bin No.

Splits 1.28 %Pick 2.8 %FM 1.72 %

Moist 14.5 % Total Dock 5.8 %

Check Seed Coats %Base Price Per CWT

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

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

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

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

Comments:

83230 Vehicle & Grain LBS

34250 Vehicle LBS

48880 Gross Grain LBS

3324 Dockage LBS

45556 Net Grain LBS

Moist Dock % LBS

Net Grain LBS

02492

DATE 9/7/12

Name RON ADAMS

Name DRIVER ON OFF

Address

Kind Pinto Grade 2 Bin No.

Splits 1.8 %Pick 4.2 %FM .8 %

Moist 17.8 % Total Dock 6.8 %

Check Seed Coats %Base Price Per CWT

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

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

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

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

Comments:

57000 Vehicle & Grain..LBS

36390 Vehicle.....LBS

20610 Gross Grain.....LBS

1707 Dockage.....LBS

18903 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02493

DATE 9/7/12

Name Rowlands

Name DRIVER ON OFF

Address

Kind Route Grade 2 Bin No.

Splits 1.92 %Pick 4.12 %FM 2.24 %

Moist 15 % Total Dock 8.28 %

Check Seed Coats %Base Price Per CWT

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

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

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

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

STATE OF NORTH DAKOTA
COUNTY OF GRAND FORKS

IN DISTRICT COURT
NORTHEAST CENTRAL JUDICIAL DISTRICT

Public Service Commission,

Plaintiff,

v.

Grand Forks Bean Company, Inc.

Respondent.

Civil No. 18-2015-CV-00240

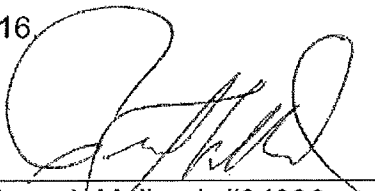
**AMENDED
CLAIM OF WJS NELSON**

PSC Case No. GE-15-36

¶1 WJS Nelson (Steve Nelson and Jon Nelson) asserts an amended claim in the above entitled proceeding in an amount to be determined based on a quantity of 1,675 cwt of beans priced in accordance with the market rate in effect on May 30, 2014 (which equates to the date of delivery of April 15, 2014 plus 45 days), together with interest from and after May 30, 2014. .

¶2 Copies of the scale tickets issued by Grand Forks Bean Company, Inc. are attached to this Claim as Exhibit A.

Dated this 25th day of February, 2016.



Russ J. Melland #04896
rmelland@camrudlaw.com
CAMRUD, MADDOCK, OLSON & LARSON, LTD.
401 DEMERS AVENUE, SUITE 500
P. O. BOX 5849
GRAND FORKS, ND 58206-5849
(701) 775-5595
Attorney for WJS Nelson

Comments:

84060 Vehicle & Grain LBS
28080 Vehicle LBS
55980 Gross Grain LBS
2418 Dockage LBS
53562 Net Grain LBS
Moist Dock %LBS
Net Grain LBS

Bin # 02726

DATE 4/14/14
Name WWS NELSON

Name DRIVER ON OFF

Address Kind Pinto Grade 1 Bin No. FS
Splits 144 % Pick 2.8 % FM 88 %
Moist 15.4 % Total Dock 4.32 %

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

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

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

Comments:

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

Bin # 02727

DATE 4/15/14
Name WWS NELSON

Name DRIVER ON OFF

Address Kind Pinto Grade 1 Bin No. FS
Splits 8 % Pick 2.08 % FM 8 %
Moist 15.4 % Total Dock 3.68 %

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

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

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

Comments:

80440 Vehicle & Grain..LBS

23590 Vehicle.....LBS

56850 Gross Grain.....LBS

2979 Dockage.....LBS

53871 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02728

DATE 4/15/14

Name WDS Nelson

Name _____ DRIVER ON OFF

Address _____

Kind _____ Grade _____ Bin No. _____

Splits 1.04 %Pick 1.2 %FM 2.0 %

Moist 14.6 % Total Dock 5.24 %

Check Seed Coats _____ %Base Price Per CWT _____

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

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

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

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

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

1600,91 642

Richter, Susan K.

From: Ron <radams8320@hotmail.com>
Sent: Friday, December 19, 2014 3:49 PM
To: Richter, Susan K.
Cc: Nick Adams ; Russ Melland
Subject: RE: Grand Forks Bean Contract

Sue,

I would like to file a claim against Grand Forks Bean. Grand Forks Bean has not been able to market our beans or pay us for them. Please respond when you receive this.

Thanks

Ron Adams

218-779-1728

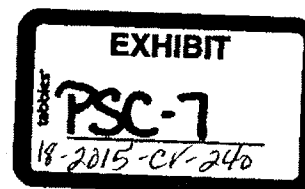
From: Richter, Susan K. [mailto:srichter@nd.gov]
Sent: Friday, December 19, 2014 11:12 AM
To: 'radams8320@hotmail.com'
Subject: Grand Forks Bean Contract

Ron,
The attached pdf contains copies of the Price Later Marketing Agreements that we have for Grand Forks Bean Co., Inc. Also included in the pdf is a copy of the delayed pricing grain purchase contract.

Sue Richter

Licensing Division
ND Public Service Commission
600 East Boulevard Ave, Dept. 408
Bismarck, ND 58505-0480
701-328-4097
srichter@nd.gov

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Richter, Susan K.

From: Nick Adams <nadams52@hotmail.com>
Sent: Friday, December 19, 2014 3:47 PM
To: Richter, Susan K.
Cc: Russ Melland ; Dad
Subject: RE: Grand Forks Bean Co., Inc.

Sue,

I would like to file a claim against Grand Forks Bean. The reason for this claim is because they have not been able to market our beans or pay us for them. Please respond so I know you received this.

Thanks

Nick Adams
218-779-0479

From: Richter, Susan K. [<mailto:srichter@nd.gov>]
Sent: Friday, December 19, 2014 11:12 AM
To: 'nadams52@hotmail.com'
Subject: Grand Forks Bean Co., Inc.

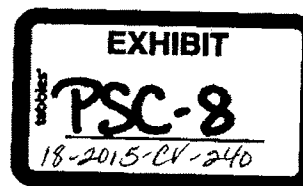
Nick,

The attached pdf contains copies of the Price Later Marketing Agreements that we have for Grand Forks Bean Co., Inc. Also included in the pdf is a copy of the delayed pricing grain purchase contract.

Sue Richter

Licensing Division
ND Public Service Commission
600 East Boulevard Ave, Dept. 408
Bismarck, ND 58505-0480
701-328-4097
srichter@nd.gov

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Richter, Susan K.

From: Brent Baldwin <baldwin@polarcomm.com>
Sent: Saturday, December 20, 2014 1:01 PM
To: Richter, Susan K.
Subject: Claim

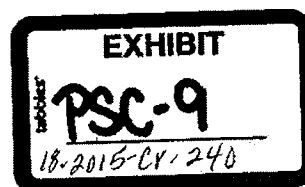
Sue,

I would like to file a claim against Grand Forks Bean. Grand Forks Bean has not been able to market our beans or pay us for them. Please respond when you receive this.

Thanks,

Brent Baldwin
Baldwin Farms, Inc.

Sent from my iPhone



Richter, Susan K.

From: Jon Nelson <mntwins1966@yahoo.com>
Sent: Saturday, December 20, 2014 1:20 PM
To: Richter, Susan K.
Cc: Russ Melland; WJS Nelson Farms
Subject: Grand Forks Bean/WJS Nelson Farms

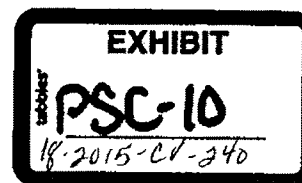
Sue,

We would like to file a claim against Grand Forks Bean. Grand Forks Bean has not been able to market our beans. Please respond when you receive this message. If you need anything else please let us know.

You can contact us at: wjs@invisimax.com or mntwins1966@yahoo.com. Our telephone numbers are: Office 218-695-0931, Jon 701-741-1137 or Steve 701-741-3087.

Thank-you for your time in this matter!

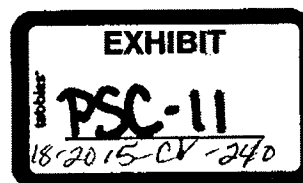
Jon Nelson



Richter, Susan K.

From: Duane <daltndrf@polarcomm.com>
Sent: Saturday, December 20, 2014 3:29 PM
To: Richter, Susan K.
Subject: Grand Forks bean Contract

I would like to file a claim against Grand Forks Bean. Grand Forks Bean han not been able to market my beans or pay me for them please respond when you receive Thank You Duane Altendorf 701-520-0637



Richter, Susan K.

From: Betty Amundson <cbamundson@me.com>
Sent: Saturday, December 20, 2014 5:51 PM
To: Richter, Susan K.
Subject: Grand Forks Bean Contract

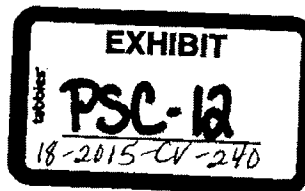
Sue:

I would like to file a claim against Grand Forks Bean. Grand Forks Bean has not been able to market our beans or pay us for them. Could you respond when you receive this.

Thank you. Curtis Amundson. 1-218-779-6565

cell.

Sent from my iPad



Nelson Farms
795 11th St NE
Thompson, ND 58278

Home 701 599-2080
Cell 701 741-4901
Fax 701 599-5123

Fax

To:

From:

Public Service Commission

Charles B. Nelson

Attention:

Date:

Sue

12-20-14

Office Location:

Office Location:

Bismarck ND

Thompson, ND

Fax Number:

Phone #:

1-701-328-2410

C-1-701-741-4901

Urgent Reply ASAP Please Comment Please Review For your information

Comments: I would like to file a claim against Grand Forks
Bean Co. Inc. They have not been able to market or give us
payment for the beans that we requested to be sold. Please respond
for further information requested.

Grand Forks Bean Co. Inc
Grand Forks ND, 58203

Nelson Farms by
Charles B. Nelson



Richter, Susan K.

From: Richter, Susan K.
Sent: Tuesday, December 23, 2014 2:43 PM
To: 'BETH NELSON'
Subject: RE: FW: gf bean
Attachments: doc07810120141223154021.pdf

Beth,
The attached pdf contains a copy of the information you requested.

Sue Richter

Licensing Division
ND Public Service Commission
Bismarck, ND 58505-0480
701-328-4097
srichter@nd.gov

From: BETH NELSON [<mailto:bnelson@altru.org>]
Sent: Monday, December 22, 2014 11:31 AM
To: Richter, Susan K.
Subject: Fwd: FW: gf bean

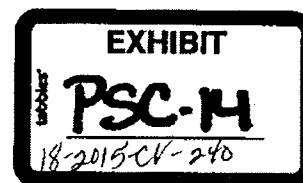
Sue,
I have attached the contract and tickets for Brad Nelson's beans. I am the PR for his estate. If you have any questions I can be reached on my cell phone 218-779-7862
Beth Nelson

>>> "Beth Nelson" <bnelson@gra.midco.net> 12/22/14 6:59 AM >>>

From: Beth Nelson [<mailto:bnelson@gra.midco.net>]
Sent: Monday, December 22, 2014 6:57 AM
To: bnelson@gra.midco.net; Beth work (bnelson@altru.org)
Subject: FW: gf bean

From: Beth Nelson [<mailto:bnelson@gra.midco.net>]
Sent: Monday, December 22, 2014 6:55 AM
To: 'bnelson@gra.midco.net'; Beth work (bnelson@altru.org)
Subject: gf bean

27 Garden Ct. NW
East Grand Forks, MN 56721
218.779.7862
bnelson@gra.midco.net

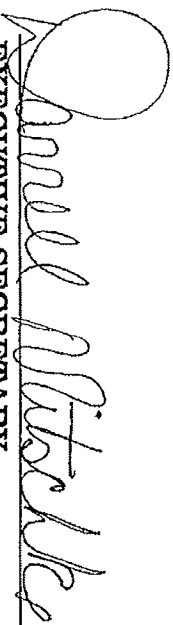


SUSPENSION NOTICE

THE GRAIN WAREHOUSE LICENSE OF
GRAND FORKS BEAN COMPANY, INC. IS SUSPENDED
EFFECTIVE FEBRUARY 5, 2015.

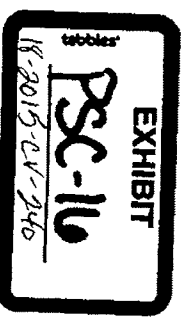
THE WAREHOUSEMAN MAY NOT RECEIVE ADDITIONAL
GRAIN FOR PURCHASE, STORAGE, SHIPPING OR
PROCESSING UNTIL THE SUSPENSION IS LIFTED.

BY ORDER: North Dakota Public Service Commission


EXECUTIVE SECRETARY DATE SIGNED 2/5/15

North Dakota Century Code
SS 60-02-09.1 & 60-02-10.1
North Dakota Admin. Code
S 69-07-01-10

North Dakota Public Service Commission
600 East Boulevard Avenue - Dept 408
Bismarck, ND 58505-0480
Telephone 701-328-4097



PUBLIC SERVICE COMMISSION

STATE OF NORTH DAKOTA

Grand Forks Bean Company, Inc.
Grain Warehouse
Annual Activity

Case No. GE-14-595

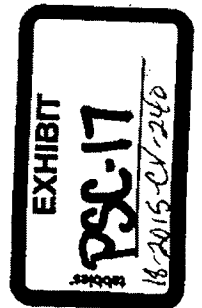
Public Service Commission
Grand Forks Bean Company, Inc.
Ex Parte Cease & Desist

Case No. GE-15-30

STIPULATION FOR THE SALE OF INVENTORY
AND DEPOSIT OF PROCEEDS

RECITALS

1. Grand Forks Bean Company, Inc., ("Grand Forks Bean") is a North Dakota corporation, authorized to do business in North Dakota as a licensed public grain warehouse under North Dakota Century Code Chapters 60-02 and 60-04.
2. Grand Forks Bean operates a warehouse at 2010 N. Washington St., Grand Forks, Grand Forks County, ND, under license no. 1164, issued by the North Dakota Public Service Commission ("Commission") in 2005.
3. Grand Forks Bean and the Commission entered into a stipulation dated December 23, 2014, which is on file with the Commission.
4. On January 16, 2015 the Commission issued an *Ex Parte* Cease and Desist Order against Grand Forks Bean and issued a Notice of Opportunity for Hearing. The provisions of the Order are incorporated into this Stipulation and a copy is attached.
5. Certain persons who sold or delivered dry edible pinto beans to Grand Forks Bean ("Growers") have not been paid for said beans. Exhibit A annexed hereto is a nonexclusive list of Growers who assert they sold or delivered beans to Grand Forks Bean and have not been paid for the amounts on the list. The Growers assert, as



outstanding receipt holders under N.D.C.C. Section 60-02-25.1, they have a statutory first priority lien giving them rights to all beans held at Grand Forks Bean (the "Beans") to satisfy their claims for Beans they sold or delivered to Grand Forks Bean. The Growers assert their lien is statutorily preferred to any lien of other creditors. Alternatively, it has been asserted that with respect to the Beans sold or delivered, the Growers hold "credit-sale contracts," as defined under N.D.C.C. §§ 60-02-01(2), 60-02-19.1, 60-02.1-01(2), 60-02.1-14, 60-04-01(2), which then permits the Growers to seek payment for their claims under N.D.C.C. Chapter 60-10. Nothing in this Stipulation is intended to establish or otherwise determines whether any of the Growers have a first priority lien under N.D.C.C. § 60-02-25.1 or alternatively hold "credit-sale contracts" with respect to the Beans.

6. Based on the claims of the Growers, and any other receipt holders, the Commission asserts an interest in the Beans and other assets of Grand Forks Bean, arising by statute, its December 23, 2014 stipulation with Grand Forks Bean and/or its January 16, 2015 cease and desist order, with respect to the claims of the Growers and, any other receipt holders, if any.
7. Bremer Bank, National Association ("Bremer") provided financing to Grand Forks Bean, and asserts a first priority perfected security interest in the Beans, which asserted security interest does not arise under N.D.C.C. Section 60-02-25.1, and all other collateral covered by any security agreement executed by Grand Forks Bean and financing statement of public record. Nothing in this Stipulation is intended to establish or otherwise determines whether Bremer has any interest in the Beans or other assets of Grand Forks Bean.

8. This Stipulation is not intended to, and does not, resolve the assertions of the Growers, Bremer, or the Commission to the Beans or any remedy available to the Growers, Bremer or the Commission regarding the Beans and/or Grand Forks Bean.
9. In order to maximize the amount to be realized from the Beans, the parties agree that the proper course of action is to arrange for the immediate sale of the Beans with all parties preserving and retaining any and all rights they currently hold in the Beans and all proceeds. To this end, bids were entertained. Central Valley Bean Cooperative, American Bean LLC, SRS Commodities Limited, Star of the West Milling Company, Forest River Bean Co. Inc., Johnstown Bean Company, and Walhalla Bean Company were provided an opportunity to inspect samples and submit bids.
10. Central Valley Bean Cooperative submitted a bid of \$23.50/cwt delivered to Buxton or \$22.75/cwt based off a #1 pinto, normal discounts to apply with assurance of clean title to beans, including loading and hauling. American Bean LLC submitted a bid of \$22.25/cwt for three bins and \$16.25/cwt for one bin including loading and hauling. SRS Commodities Limited submitted a bid of \$20.00/cwt based on US #1 grade (discounts to be applied as necessary), US#2 - \$1/cwt discount and US#3 - \$2/cwt discount and will furnish equipment, labor and transportation.

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

1. The above Recitals are hereby restated and incorporated into and made a part of the Stipulation.
2. The parties recognize the *Ex Parte* Cease and Desist Order issued against Grand Forks Bean and agree not to take any action that would result in a violation of that order.

3. Based on information currently known, the bid from Central Valley Bean Cooperative is the most reasonable bid. The Beans shall be sold to Central Valley Bean Co-op, PO Box 162, 401 Broadway, Buxton, ND 58218 ("Buyer") on the following terms: price to be \$22.75/cwt based off a #1 pinto, normal discounts to apply with assurance of clean title to beans and Buyer would supply letter of credit or equivalent for purchase price. Buyer will provide all handling and transportation of the Beans and have the Beans removed from the Grand Forks Bean facility as soon as possible. Bremer, Growers, and the Commission, to the extent allowed by law, shall sign any waiver or agreement for the sale of the Beans reasonably requested by the Buyer to ensure clean title to the Beans.
4. An irrevocable letter of credit or equivalent guaranteeing the purchase price on behalf of Central Valley Bean Cooperative must be provided to the Commission, prior to any beans being removed from the facility.
5. A Grand Forks Bean outbound scale ticket will be issued for each load of beans moved from the Grand Forks Bean warehouse indicating the Buyer, Public Service Commission and trucking company. The Buyer shall issue an inbound scale ticket for each load of beans received with grading information and Grand Forks Bean, Public Service Commission, and the trucking company indicated as the person from whom the grain is received.
6. Grand Forks Bean shall retain the warehouse's copy of each outbound scale ticket and provide a copy of each outbound scale ticket to the Commission. The Buyer shall provide a copy of each inbound scale ticket issued for each load of grain received to the Commission.
7. Commission Staff will create a shipment report recording each load of beans moved from


the Grand Forks Bean warehouse. The Buyer shall create an assembly report recording each load of beans received and provide a copy to Grand Forks Bean and the Commission.

8. Once all grain has been removed from the Grain Forks Bean warehouse and delivered to the Buyer, the Buyer shall provide a final assembly report to the Commission, and shall pay to the Commission the full amount due no later than three business days thereafter.
9. The proceeds from sale of the Beans shall be deposited in an interest bearing escrow account at the Bank of North Dakota under the name Grand Forks Bean Company, Inc. but held in escrow pursuant to the terms hereof. Said monies shall remain on deposit until the Commission is appointed trustee at which time the monies will be transferred into the Public Service Commission's Grand Forks Bean Company, Inc. trust account at the Bank of North Dakota. The parties' rights and interests shall attach to the proceeds with the same dignity, merits and priority as they attached to the Beans and sale of the Beans pursuant to this Stipulation will not impair, limit or restrict the rights of any of the parties as said rights exist or existed with respect to the Beans, and/or any rights or remedies of any of the parties that exist or existed. Without in any manner limiting any other term of this Stipulation but in addition thereto, that regardless of whether the transfer of funds to the Public Service Commission's Grand Forks Bean Company, Inc. trust account occurs or does not occur, no party is waiving, releasing or otherwise relinquishing any rights, titles, interests or claims in any respect, including without limit the Growers or any other receiptholders' payment from the funds held in escrow or in the trust through the insolvency proceeding, the Growers' payment under Chapter N.D.C.C. Chapter 60-10, the Growers or any other receiptholders' right to payment from Grand

Forks Bean Company, Inc., and/or other assets of Grand Forks Bean Company, Inc. and/or Bremer's claim to such funds and any right to payment from Grand Forks Bean Company, Inc. and/or other assets of Grand Forks Bean Company, Inc.

10. The undersigned represent and warrant each has the authority to bind the party designated under each person's signature. This Stipulation sets forth all of the terms of the agreement reached between the parties with respect to the subject matter of this Stipulation and supersedes any and all prior negotiations and understandings except for the January 16, 2015 *Ex Parte* Cease and Desist Order and the December 23, 2014 Stipulation. This Stipulation may not be amended except by a subsequent stipulation executed by all the parties hereto or by court order after notice and opportunity to be heard has been given to all parties. No party will be deemed to have waived any rights under this Stipulation absent a written statement of waiver signed by the party alleged to have waived any rights. Signatures to the Stipulation may be provided by facsimile or other electronic means and will be as binding on the party so providing them as an original signature. This Stipulation and any efforts to market and sell the Beans as provided hereunder does not, nor shall it be deemed, to create any partnership, agency, or employment relationship by or among the parties hereto. This Stipulation will be construed and interpreted under the laws of the State of North Dakota.
11. This Stipulation is effective as of the date executed by the final party and will remain in effect to the extent the provisions are not inconsistent with the Commission's appointment as trustee.

DATED THIS 30th day of January, 2015.



Dan Gaustad, ND ID # 05282
Attorney for the following Growers:

Brent Baldwin
Baldwin Farms, Inc.
Duane Altendorf

DATED THIS ____ day of January, 2015.

Russ Melland, ND ID # 04896
Attorney for the following Growers:

Ronald A. Adams
Nickolas Adams
Chuck B. Nelson
WJS Nelson (Jon Nelson & Steve Nelson)

DATED THIS ____ day of January, 2015.

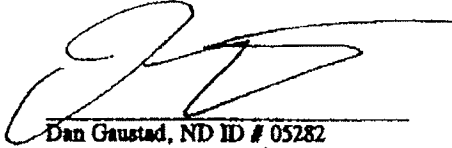
Jon Brakke, ND ID # _____
Attorney for the following Growers:

Curt Amundson, _____, ND
The Estate of Brad Nelson, _____, MN

DATED THIS ____ day of January, 2015.

Tracy A. Kennedy, ND ID # _____
Attorney for Bremer Bank, National Association

DATED THIS ____ day of January, 2015.

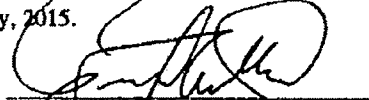


Dan Gaustad, ND ID # 05282
Attorney for the following Growers:

Brent Baldwin
Baldwin Farms, Inc.

Duane Akerdorf

DATED THIS 30th day of January, 2015.



Russ Melland, ND ID # 04896
Attorney for the following Growers:

Ronald A. Adams
Nickolas Adams
Chuck H. Nelson
WJS Nelson (Jon Nelson & Steve Nelson)

DATED THIS _____ day of January, 2015.

Jon Brakke, ND ID # _____
Attorney for the following Growers:

Curt Amundson, _____, ND
The Estate of Brad Nelson, _____, MN

DATED THIS _____ day of January, 2015.

Tracy A. Kennedy, ND ID # _____
Attorney for Bremer Bank, National Association

DATED THIS _____ day of January, 2015.

Dan Gaustad, ND ID # 05282
Attorney for the following Growers:

Brent Baldwin
Baldwin Farms, Inc.
Duane Altendorf

DATED THIS _____ day of January, 2015.

Russ Melland, ND ID # 04896
Attorney for the following Growers:

Ronald A. Adams
Nickolas Adams
Chuck B. Nelson
WJS Nelson (Jon Nelson & Steve Nelson)

DATED THIS _____ day of January, 2015.

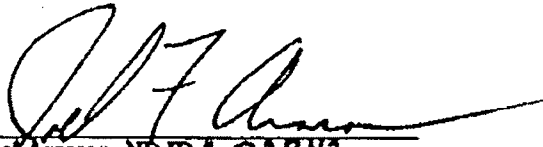
Jon Brakke, ND ID # _____
Attorney for the following Growers:

Curt Amundson, _____, ND
The Estate of Brad Nelson, _____, MN

DATED THIS _____ day of January, 2015.

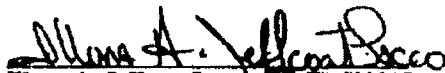
Tracy A. Kennedy, ND ID # _____
Attorney for Bremer Bank, National Association

DATED THIS 30 day of January, 2015.



Joel Amason, ND ID # 03743
Attorney for Grand Forks Bean Company, Inc.

DATED THIS 27th day of January, 2015.



Ilona A. Jeffcoat-Sacco, ND ID #03315
Attorney for Public Service Commission

Grand Forks Bean Co,

Exhibit A

Stipulation for the Sale of Beans

<u>Grower</u>	<u>Net Outstanding Receipts</u>
Ronald E. Adams	7,778.24 cwt
Nicholas Adams	908.55 cwt
Curt Amundson	12,128.28 cwt
Chuck B. Nelson	1,316.08 cwt
Brent Baldwin	2,220.36 cwt
Baldwin Farms, Inc.	1,005.71 cwt
Brad Nelson Estate	1,810.44 cwt
Duane Altendorf	2,408.22 cwt
WIS Nelson (Jon & Steve Nelson)	1,600.91 cwt

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Public Service Commission
Grand Forks Bean, Co., Inc.
Ex Parte Cease & Desist

Case No. GE-15-30

Ex Parte Cease and Desist Order

January 16, 2015

On January 16, 2015, Licensing Division Staff (Staff) filed an Affidavit providing the Commission with information sufficient to support issuance of an *Ex Parte Cease and Desist Order* against Grand Forks Bean Company, Inc. (Grand Forks Bean) as authorized by North Dakota Century Code section 60-02-42.

The Affidavit indicated the following:

On November 18, 2014, the Licensing Division received a phone call from a producer inquiring about redelivery of dry edible beans that the producer had delivered to Grand Forks Bean Company, Inc. (Grand Forks Bean) at its licensed grain warehouse in Grand Forks, North Dakota. The producer alleged Grand Forks Bean had not been able to market his dry edible beans. The producer further informed the Affiant that he had contacted Grand Forks Bean staff about taking redelivery of beans because Grand Forks Bean was not able to market the dry edible beans.

Between November 18, 2014 and December 19, 2014, the Licensing Division received additional phone calls from producers who delivered dry edible beans to the licensed grain warehouse in Grand Forks.

On December 1, 2014 Commission Staff measured the dry edible bean inventory and it appears there is sufficient inventory to meet redelivery obligations.

Between December 19, 2014 and December 23, 2014, the Commission received information, via electronic mail or facsimile, from eight producers alleging Grand Forks Bean had not been able to market their dry edible beans or had not paid the producers for the dry edible beans delivered to Grand Forks Bean at their licensed grain warehouse in Grand Forks, North Dakota.

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

Commission Staff has reason to believe, after discussions with counsel for producers, that it is unlikely this matter can be resolved outside a formal insolvency proceeding.

The Stipulation entered into by Staff provides that a violation of the Stipulation may result in further formal Commission proceedings, including the issuance of an *Ex Parte* Cease and Desist order against Grand Forks Bean Company, Inc. Staff indicated staff is not aware of any violation of the Stipulation. However, because Staff now has reason to believe that it is unlikely the matter can be resolved informally, staff indicated it is recommending that the Commission apply to district court for appointment as trustee and also that an *Ex Parte* Cease and Desist Order against Grand Forks Bean is appropriate. Commission staff contacted Grand Forks Bean regarding the matter.

North Dakota Century Code section 60-02-42 provides the Commission with authority to issue an *Ex Parte* Cease and Desist Order without prior notice against an entity that engages in an activity or practice that is contrary to the provisions of North Dakota law or rules. A Cease and Desist Order must be accompanied by a Notice of Opportunity to be Heard on the order within fifteen (15) days of the issuance of the Order.

Affiant stated she believes that good cause exists requiring *ex parte* action by the Commission because sellers of grain may suffer immediate economic loss, damage, or injury if Grand Forks Bean Company, Inc. receives or purchases any grain, moves any grain out of the Grand Forks facility that may be an asset of the trust, or fails to maintain

control of potential trust assets in a manner consistent with the Stipulation attached to the Affidavit.

Affiant has informed the Commission that it is her opinion that based on the written information filed with the Commission for the nonpayment for dry edible beans delivered or sold to Grand Forks Bean Company, Inc., Grand Forks Bean Company, Inc. is insolvent under North Dakota Century Code Chapter 60-04.

The Commission has considered the information provided by Staff and finds that unless an *Ex Parte* Cease and Desist Order is issued, producers may suffer economic loss, damage, or injury as a result of the actions of Grand Forks Bean Company, Inc.

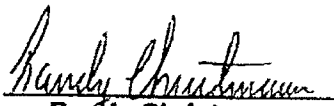
Therefore, the Commission issues the following:

Order

The Commission orders:

1. Grand Forks Bean Company, Inc. to Cease and Desist from receiving or purchasing any grain, moving any grain out of the Grand Forks facility without prior Commission permission that may be an asset of the trust, or failing to maintain control of potential trust assets in a manner consistent with the Stipulation attached to the Affidavit.
2. Contemporaneously with this Order, the Commission is issuing to Grand Forks Bean Company, Inc. a notice of opportunity to be heard within fifteen days of the service of this Order.

PUBLIC SERVICE COMMISSION


Randy Christmann
Commissioner


Julie Fedorchak (P)
Chairman


Brian P. Kalk (v)
Commissioner

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

**Public Service Commission
Grand Forks Bean Company, Inc.
Ex Parte Cease & Desist**

Case No. GE-15-30

AFFIDAVIT OF SUSAN K. RICHTER

STATE OF NORTH DAKOTA)
) ss
COUNTY OF BURLEIGH)

Susan K. Richter, being first duly sworn, deposes and states:

That she is the Director of the Public Service Commission's Licensing Division.

That on November 18, 2014, the Licensing Division received a phone call from a producer inquiring about redelivery of dry edible beans that the producer had delivered to Grand Forks Bean Company, Inc. at their licensed grain warehouse in Grand Forks, North Dakota. The producer alleged Grand Forks Bean Company, Inc. had not been able to market his dry edible beans and the producer had contacted grain warehouse staff about taking redelivery of beans because Grand Forks Bean Company was not able to market the dry edible beans.

That between November 18, 2014 and December 19, 2014, the Licensing Division received additional phone calls from producers that delivered dry edible beans to the licensed grain warehouse in Grand Forks.

That between December 19, 2014 and December 23, 2014, the Commission received notification, via electronic mail or fascimile, from nine producers alleging Grand Forks Bean Company, Inc. had not been able to market their dry edible beans beans or

had not paid the producers for the dry edible beans delivered to Grand Forks Bean Company, Inc. at their licensed grain warehouse in Grand Forks, North Dakota.

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

That Commission Staff believes after discussions with counsel for producers, attempts to resolve this matter outside an insolvency are not possible.

That although the Stipulation provided that a violation of the Stipulation may result in further formal Commission proceedings, including the issuance of an *ex parte* cease and desist order against Grand Forks Bean Company, Inc., Staff is not aware of any violation, however, due to the fact that Staff will be recommending that the Commission apply to district court for appointment as trustee, Staff believes an *ex parte* cease and desit order against Grand Forks Bean Company, Inc. is appropriate.

That Grand Forks Bean Company, Inc., operates a licensed public grain warehouse in North Dakota at Grand Forks, North Dakota since 2005. As required by North Dakota Century Code section 60-02-09 and North Dakota Administrative Code section 69-07-02-02 Grand Forks Bean Company, Inc. has a \$100,000 bond on file with the Public Service Commission.

That the Licensing Division is preparing and will be asking the Commission to file documents with Grand Forks County District Court, asking that Grand Forks Bean Company, Inc. be declared insolvent under North Dakota Century Code Chapter 60-04, and the Commission be appointed trustee in the insolvency proceeding.

That it appears the bond on file with the Public Service Commission will not be sufficient to cover the total amount owed to producers for the dry edible beans delivered to Grand Forks Bean Company, Inc.

North Dakota Century Code section 60-02-42 provides the Commission with authority to issue a cease and desist order without prior notice against an entity that engages in an activity or practice that is contrary to the provisions of North Dakota Century Code Chapter 60-02 or related rules.

Affiant has reason to believe Grand Forks Bean Company, Inc. has violated North Dakota Century Code section 60-02-09 (4)(a) by failing to faithfully perform the licensee's duties as a public warehouseman and North Dakota Century Code section 60-04-02 by refusing, neglecting, or being unable upon proper demand to make payment for grain purchased or marketed by the licensee or to make redelivery or payment for grain stored.

Affiant believes that good cause exists requiring *ex parte* action by the Commission because sellers may suffer economic loss, damage or injury if Grand Forks Bean Company, Inc. were to receive or purchase grain as a licensed public warehouseman in North Dakota or if Grand Forks Bean Company, Inc. is permitted to move any more grain out of North Dakota that may be an asset of the insolvency trust.

It is Affiant's opinion that based on the written information filed with the Commission for the inability to market or pay for dry edible pinto beans delivered to

Grand Forks Bean Company, Inc. at Grand Forks, North Dakota, Grand Forks Bean Company, Inc. is insolvent under North Dakota Century Code Chapter 60-04.

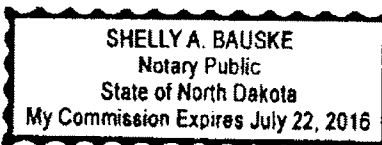
Further, it is Affiant's opinion that in order to preserve the potential trust, Grand Forks Bean Company, Inc. should not be allowed to receive or purchase any grain, move any grain out of the Grand Forks facility that may be an asset of the trust, or fail to maintain control of potential trust assets in a manner consist with the attached Stipulation.

Affiant requests that the Commission issue an *Ex Parte* Cease and Desist Order against Grand Forks Bean Company, Inc. as authorized by North Dakota Century Code section 60-02-42, ordering that Grand Forks Bean Company, Inc. cease and desist from receiving or purchasing grain, moving any grain out of the Grand Forks facility that may be an asset of the trust, or failing to maintain control of potential trust assets in a manner consistent with the attached Stipulation.

Suzanne K. Richter

Subscribed and sworn to before me this 16 day of January, 2015.

Shelly A Bauske
Notary Public



STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Grand Forks Bean Company, Inc.
Grain Warehouse
Annual Activity

Case No. GE-14-595

STIPULATION

1. Whereas, Grand Forks Bean Company, Inc., (Grand Forks Bean) a North Dakota business corporation, authorized to do business in North Dakota operates a licensed public grain warehouse at Grand Forks, North Dakota and is licensed under North Dakota Century Code Chapters 60-02 and 60-04.
2. Whereas, Grand Forks Bean operates its grain warehouse at Grand Forks, North Dakota, under license no. 1164, issued by the Commission in 2005.
3. Whereas, Grand Forks Bean has a \$100,000 surety bond on file with the Commission, as required by North Dakota Century Code section 60-02-09 and North Dakota Administrative Code section 69-07-02-02.
4. Whereas, since November 18, 2014, Commission staff received a number of calls from producers who delivered dry edible beans to Grand Forks Bean, indicating that Grand Forks Bean has not made payment for or redelivery of the beans.
5. Whereas, Commission staff contacted Grand Forks Bean regarding resolution of the matter. On December 1, 2014 Commission Staff measured the dry edible bean inventory and it appears there is sufficient inventory to meet redelivery obligations.
6. Whereas, to date, six claims have been filed electronically or via facsimile, of which three claims included support documents.
7. Commission staff has considered recommending that the Commission issue an ex parte cease and desist order for the purpose of protecting Grand Forks Bean's dry edible bean inventory.

Now, therefore, the parties to this Stipulation, Grand Forks Bean Company, Inc., and Public Service Commission Staff, agree that Grand Forks Bean Company, Inc. will:

1. Not sell any portion of the dry edible bean inventory in the Grand Forks Bean facility without prior Commission approval.
2. Not move or permit the movement of dry edible beans from the Grand Forks Bean facility without prior Commission approval.
3. Not make redelivery of any portion of the dry edible beans to any producer without prior Commission approval.
4. Not receive additional grain.
5. Continue storing the beans in suitable facilities and in a suitable fashion to maintain the quality of the dry bean inventory.
6. Continue to maintain insurance on the dry edible bean inventory.

Further, Grand Forks Bean Company, Inc. acknowledges that a violation of Stipulation may result in further formal Commission proceedings, including the filing of a formal complaint against Grand Forks Bean Company, Inc., the issuance of an *ex parte* cease and desist order against Grand Forks Bean, and the assessment of penalties against Grand Forks Bean Company, Inc. Grand Forks Bean Company, Inc. further certifies that TAD McGUIRE, as personal representative of Grand Forks Bean, has authority to sign the Stipulation and bind Grand Forks Bean Company, Inc. to the provisions of this Stipulation

This Stipulation is effective the date executed by Grand Forks Bean Company, Inc.

Dated this 23RD day of December, 2014.

Grand Forks Bean Company, Inc.

By

TAD McGUIRE

Its

PRESIDENT

(Title)

Dated this 23rd day of December, 2014.

North Dakota Public Service Commission
Licensing Division

By Sueann K. Richter
Its Division Director
(Title)

Richter, Susan K.

From: Dee <dee@ralawfirms.com>
Sent: Tuesday, December 23, 2014 4:00 PM
To: Richter, Susan K.
Cc: rmelland@camrudlaw.com; allenflaten@northdakotalaw.net
Subject: Grand Forks Bean Company, Inc.
Attachments: Stipulation.pdf

Dear Ms. Richter,

Attached please find the stipulation executed by Mr. McGurk. Please be advised that he has the authority to sign the stipulation by virtue of the fact that he is the personal representative of the Todd McGurk Estate and the fact that a corporate resolution has been executed naming him President of the Corporation since Todd McGurk's death.

You may note that I am copying both Mr. Melland representing the farmers, and Mr. Flaten, representing Bremer Bank, and would encourage counsel to speak the each other regarding their client's respective interests prior to proceeding further in this matter.

Sending this on behalf of Joel F. Arnason, Attorney at law.

Dee Hillhouse

Rosenquist & Arnason, PLLP
301 North Third Street, Suite 300
Grand Forks, ND 58203
Telephone: 701-775-0654
Fax: 701-772-0855

PRICE LATER MARKETING AGREEMENT

1109

COMPANY Grand Forks Bean Co., Inc.
 GROWER Broad Nelson
 ADDRESS 166, MN

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

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

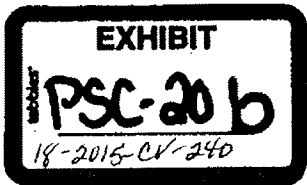
NOW THEREFORE, it is hereby agreed by and between the grower and the company as follows:

1. The company will accept, to the extent of its plant capacity to handle them, U.S. No. 1 and U.S. No. 2 Pinto Beans, with a moisture content not over 15%, grown and delivered to it by grower. Upon deliver of the pinto beans to the company plant, a receiving ticket will be issued to the grower and the issuing of the ticket will thereupon transfer title of th pinto beans to the company.
2. The beans delivered will be priced before July 1, 2014. On those pintos on which to Grower Prices, the price will be the posted market price on the date of pricing.
3. The company reserves the right to withdraw from the market due to slow market conditions from time to time.
4. Checks for the pinto beans will be issued only on growers request.
5. Signing this agreement does not automatically put your beans under this Marketing agreement. It is necessary for you to notify the company at the time each truck is delivered.
6. Seller hereby warrants that he has good and merchantable title and the right to sell the beans hereinabove described and that said beans are free and clear of all liens, mortgages, and encumbrances of any kind of nature whatsoever.
7. This Contract shall be non-assignable by either Buyer or Seller.
8. Service fee of \$.00329 per day per cwt applies.

Dated this 6th day of Sept, 20 13.

1,810.44 cwt

Grand Forks Bean Co., Inc.
 COMPANY BY [Signature]
Broad Nelson
 GROWER



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

157

Seller
 Page 353

Grand Forks Bean Co, Inc.

Grand Forks, ND 58203

DRY BEAN CONTRACT

1001

Year 2013 CROP

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

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

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

Acres N/A CWT 3,000

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

\$ 45⁰⁰ per cwt., clean bean basis, #1's.

\$ 44⁰⁰ per cwt., clean bean basis, #2's.

\$ 43⁰⁰ per cwt., clean bean basis, #3's.

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

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

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

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

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

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

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

_____ % on _____
(MONTH / DATE / YEAR)

_____ % on _____
(MONTH / DATE / YEAR)

Grand Forks Bean Co, Inc.

By: [Signature]

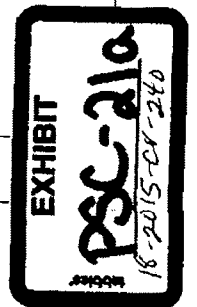
Date: 9/6/13

Seller

By: [Signature]

Date: 9/6/13

Exhibit A



Grand Forks Bean Co., Inc.

Grand Forks, ND 58203

DRY BEAN CONTRACT

1002

Year 2013 CROP

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

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

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

Acres N/A CWT 3,000

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

\$ 1.10 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

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 one year and

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

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

1. The company will accept, to the extent of its plant capacity to handle them, U.S. No. 1 and U.S. No. 2 Pinto Beans, with a moisture content not over 15%, grown and delivered to by grower. Upon deliver of the pinto beans to the company plant, a receiving ticket will be issued to the grower and the issuing of the ticket will thereupon transfer title of th pinto beans to the company.
2. The beans delivered will be priced before JULY 1, 2014. On those pintos on which to Grower Prices, the price will be the posted market price on the date of pricing.
3. The company reserves the right to withdraw from the market due to slow market conditions from time to time.
4. Checks for the pinto beans will be issued only on growers request.
5. Signing this agreement does not automatically put your beans under this Marketing agreement. It is necessary for you to notify the company at the time each truck is delivered.
6. Seller hereby warrants that he has good and merchantable title and the right to sell the beans hereinabove described and that said beans are free and clear of all liens, mortgages, and encumbrances of any kind of nature whatsoever.
7. This Contract shall be non-assignable by either Buyer or Seller.
8. Service fee of ⁰⁰⁴⁹³ ~~\$0.0000~~ per day per cwt applies.

Dated this 12 day of SEPTEMBER, 20 13.

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

Grand Forks Bean Co., Inc. TED O'NEILL
COMPANY BY
Brent Baldwin by the 1st
GROWER

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



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. 5

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. 5

Splits 234 % Pick 6 % FM 8 %

Moist 14 % Total Dock 13.64 %

Check Seed Coats _____ % Base Price Per CWT _____

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

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

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

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

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

Comments:

92150 Vehicle & Grain..LBS
35010 Vehicle.....LBS
57140 Gross Grain.....LBS
2491 Dockage.....LBS
54649 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. 5

Splits 28 % Pick 2.16 % FM 9.2 %

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.

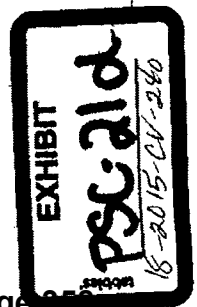
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

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

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

Exhibit A



Comments:

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

02698

DATE 9/23/13

Name BRENT BALDWIN

Name FREIGHT TO BALDWIN FARMS INC. DRIVER OFF

Address

Kind _____ Grade 1 Bin No. _____
 Splits 1.6 %Pick 8 %FM 6 %
 Moist 14.2 % Total Dock 3 %
 Check Seed Coats _____ %Base Price Per CWT _____

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

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

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

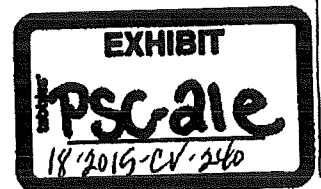
GRAND FORKS BEAN CO, INC.
 GRAND FORKS, NORTH DAKOTA 58203

2,220.36 cwt

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
		222,036.00
Subtotals		
		0.00
Less Sold		
		222,036.00
Totals in Pounds		
		2,220.36
Totals in CWT		

Exhibit C



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 \$~~0.05~~^{0.0493} per day per cwt applies.

Dated this 12 day of SEPTEMBER, 20 13.

Grand Forks Bean Co., Inc. Ted DeW
COMPANY BY

Brent Baldwin by [Signature]
GROWER,

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

S/H.

Seller

Exhibit A



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 BRAUNN FARMS INC
Name DRIVER OFF

Address
Kind Grade Bin No. S
Splits 3.04 %Pick 48 %FM 112%
Moist % Total Dock 4.64 %
Check Seed Coats %Base Price Per CWT

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

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

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

Comments:

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

02659

DATE 9/13/13
Name BARSWOLD 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 redelivery.
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

Check No. Storage Tkt. No. Assembly Sheet 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

DATE 10/13/13
Name ARDAND FARMS INC
Name DRIVER OFF

Address
Kind Grade Bin No. S
Splits 2 %Pick 2 %FM 2 %
Moist 4.6 % 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 redelivery.
All Storage contracts on dry edible beans shall terminate on April thirtieth of each year.

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

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



Comments:

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

02655

DATE 9/12/13

Name BALDWIN FARMS INC

Name DRIVER ON OFF

Address

Kind Pinto Grade 1 Bin No. ES

Splits 88 %Pick 1 %FM 48 %

Moist 14.6 % Total Dock 2.36 %

Check Seed Coats %Base Price Per CWT

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

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

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

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

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

Comments:

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

02651

DATE 9/12/13

Name BALDWIN FARMS INC

Name DRIVER ON OFF

Address

Kind Pinto Grade 1 Bin No.

Splits 92 %Pick 4 %FM 8 %

Moist 14.8 % Total Dock 2.12 %

Check Seed Coats %Base Price Per CWT

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

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

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

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

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

Comments:

102260 Vehicle & Grain..LBS
34970 Vehicle.....LBS
61290 Gross Grain.....LBS
1588 Dockage.....LBS
65702 Net Grain.....LBS
Moist Dock.....%LBS
Net Grain.....LBS

02651

DATE 12/13

Name BALDWIN FARMS INC

Name DRIVER ON OFF

Address

Kind Grade 1 Bin No. ES

Splits %Pick 64 %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 thirtieth of each year.

Check No. Storage Tkt. No. Assembly 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

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 Beaumont 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 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

GRAND FORKS BEAN COMPANY, INC.

Baldwin Farms Inc.

3,000 cwt @ \$45.00

12/27/2013

7056

135,000.00
-300.00

1010 - BREMER CHE

134,700.00

Exhibit A



Page 366

PRICE LATER MARKETING AGREEMENT 1108

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

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

WHEREAS, the parties desire to provide a market beneficial to the grower and to the company which requires a constant supply of pinto beans available to the company throughout the winter months and so the company may conduct an orderly marketing operation and so that the grower may also have 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 the 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. Seller hereby warrants that he has good and merchantable title and the right to sell the beans hereinabove described and that said beans are free and clear of all liens, mortgages, and encumbrances of any kind of nature whatsoever.
7. This Contract shall be non-assignable by either Buyer or Seller.
8. Service fee of ~~\$0.0000~~ ^{0.00493} per day per cwt applies.

Dated this 12 day of SEPTEMBER, 2013

6,226.07 cwt
L3,000.00 > 12/27/13
3,226.07

Grand Forks Bean Co., Inc.
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	55,156.00
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>

Exhibit C



PRICE LATER MARKETING AGREEMENT 1111

COMPANY Grand Forks Bean Co., Inc.
GROWER Dwaine Albertson
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 the pinto beans to the company.
2. The beans delivered will be priced before July 1, 2014. On those pintos on which to Grower Prices, the price will be the posted market price on the date of pricing.
3. The company reserves the right to withdraw from the market due to slow market conditions from time to time.
4. Checks for the pinto beans will be issued only on growers request.
5. Signing this agreement does not automatically put your beans under this Marketing agreement. It is necessary for you to notify the company at the time each truck is delivered.
6. Seller hereby warrants that he has good and merchantable title and the right to sell the beans hereinabove described and that said beans are free and clear of all liens, mortgages, and encumbrances of any kind of nature whatsoever.
7. This Contract shall be non-assignable by either Buyer or Seller.
8. Service fee of \$.00329 per day per cwt applies.

Dated this 23 day of Sept, 2013.

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

Grand Forks Bean Co., Inc. talk m
COMPANY BY
Dwaine Albertson
GROWER

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

EXHIBIT
PSC-23a
18-2015-CY-250

Comments:

03700 Vehicle & Grain LBS

35320 Vehicle LBS

58380 Gross Grain LBS

4414 Dockage LBS

53960 Net Grain LBS

Moist Dock. % LBS

Net Grain LBS

02710

DATE 9/24/15

Name DUANE ALTENDORF

Name FREIGHT TO BALDWIN PARKS INC. DRIVER ON OFF

Address

Kind _____ Grade 2 Bin No. MN

Splits 3.2 %Pick 4.12 %FM 24 %

Moist 15.7 % Total Dock 7.56 %

Check Seed Coats _____ %Base Price Per CWT _____

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

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

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

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

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



Comments:

95180 Vehicle & Grain..LBS

35440 Vehicle.....LBS

59740 Gross Grain.....LBS

3298 Dockage.....LBS

56442 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02707

DATE 9/24/13

Name DUANE ALTENDORF

Name FRIGHT TO BALDWIN FARMS DRIVER ON OFF

Address

Kind Grade 1 Bin No. MN

Splts 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 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:

81496 Vehicle & Grain...LBS

32230 Vehicle...LBS

51260 Gross Grain...LBS

4319 Dockage...LBS

49941 Net Grain...LBS

Moist Dock...%LBS

Net Grain...LBS

02709

DATE 9/24/13
Name DUANE ALTENDORF
Name FREIGHT TO BALDWIN FARMERS INC DRIVER OFF

Address
Kind _____ Grade 1 Bin No. MN

Splits 4.4 %Pick 2.88 %FM 6.8 %

Moist 14.5 % Total Dock 7.96 %

Check Seed Coats _____ %Base Price Per CWT _____

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

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

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

Comments:

100260 Vehicle & Grain, LBS
 28090 Vehicle.....LBS
 72220 Gross Grain.....LBS
 3169 Dockage.....LBS
 68551 Net Grain.....LBS
 Moist Dock.....%LBS
 Net Grain.....LBS

02708

DATE 9/24/13

Name DUANE ALTENDORF

Name FREIGHT TO BRETT B. DRIVER ON OFF

Address _____

Kind _____ Grade 1 Bin No. MN

Splits 3.6 %Pick .88 %FM .6 %

Moist 12.9 % Total Dock 5.08 %

Check Seed Coats _____ %Base Price Per CWT _____

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

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

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

Comments:

86160 Vehicle & Grain LBS

33140 Vehicle LBS

53020 Gross Grain LBS

2672 Dockage LBS

50348 Net Grain LBS

Moist Dock %LBS

Net Grain LBS

02706

DATE 9/24/13

Name ~~Robert [unclear]~~

Name Duane Althaus DRIVER ON OFF

Address FREIGHT TO BRENT B.

Kind _____ Grade 1 Bin No. MN

Splits 2.92 %Pick 1.48 %FM .64 %

Moist 13.5 % Total Dock 5.04 %

Check Seed Coats _____ %Base Price Per CWT _____

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

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

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

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

Comments:

96340 Vehicle & Grain..LBS

34900 Vehicle.....LBS

61440 Gross Grain.....LBS

1960 Dockage.....LBS

59414 Net Grain.....LBS

Moist Dock.....%LBS

Net Grain.....LBS

02702

DATE 9/23/13

Name DUANE ALTENDORF

Name BREYER BREYER 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