



**APPLICATION FOR WAREHOUSE LICENSE**  
**PUBLIC SERVICE COMMISSION**  
 SFN 9470 (01-2000)

Corp. No. 1069



ANNUAL LICENSE PERIOD

EXPIRES JULY 31 2015

NDCC 60-02 \$1,550.00

Name of Firm <b>Larson Grain Company</b>		Telephone Number <b>701-698-2231</b>	
Firm's Mailing Address <b>103 1<sup>st</sup> St. NE</b>		City <b>LaMoure</b>	State Zip Code <b>ND 58458</b>
Warehouse Mailing Address <b>103 RR Ave</b>		City <b>Fredonia</b>	State Zip Code <b>ND 58440</b>
Warehouse Location <b>Fredonia, ND</b>		Warehouse Capacity Including All Annexes and Additional Storage (BU): <b>518,000</b>	
Telephone Number <b>701-698-2231</b>	Railroad <b>DMVW</b>	County <b>Logan</b>	
Name of General Manager <b>Nick Shockman</b>		Name of Station Manager <b>Ron Zielke</b>	

PARTNERS IF OPERATED BY GENERAL OR LIMITED PARTNERSHIP - MANAGING PARTNERS IF OPERATED BY LIMITED LIABILITY PARTNERSHIP

NAME	ADDRESS

NAMES & TITLES OF OFFICERS IF OPERATED BY A CORPORATION - NAMES OF MANAGERS IF OPERATED BY A LIMITED LIABILITY COMPANY

TITLE	NAME	ADDRESS
Resident	Josh Shockman	6746 Co. Rd. 62 Berlin, ND 58415
Secretary	James Shockman	8140 66 <sup>th</sup> St. SE Edgeley, ND 58433
Grain Director	Jason Parenteau	8853 56 <sup>th</sup> St. SE Adrian, ND 58472

Do you currently have any commercial weighing or measuring devices (scales used for buying and selling commodities) at your facility?  
 No  Yes - Please list by manufacturer and capacity. **Fairbanks - 30 ton - 9'x42'**

If you currently do not have any commercial weighing or measuring devices located at your facility, whose facility are you using?

Do your future plans include the installation of a device?  
 No  Yes - When do you plan to begin construction?

This application for license to operate a public grain warehouse is submitted to the Public Service Commission by the undersigned.

STATE OF North Dakota )  
 ) SS  
 COUNTY OF LaMoure )

4 **GE-15-566** Filed: 7/16/2015 Pages: 27  
**Application for Warehouse Licenses**

Larson Grain Company

Jason Parenteau being duly sworn, says he/she is the owner or official of the warehouse named in the foregoing application, and that the facts stated in the application are true to his/her own knowledge.

Signature of Applicant

Sworn to before me this 13 day of July, 2015

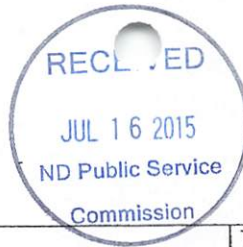
(Seal)  
**GREG PEDERSEN**  
 Notary Public  
 State of North Dakota  
 My Commission Expires July 16, 2020

(Notary Public)

My commission expires July 16, 2020



**APPLICATION FOR WAREHOUSE LICENSE**  
PUBLIC SERVICE COMMISSION  
SFN 9470 (01-2000)



ANNUAL LICENSE PERIOD  
EXPIRES JULY 31  
NDCC 60-02

#1293

Name of Firm <b>Larson Grain Company</b>		Telephone Number <b>701-254-4673</b>	
Firm's Mailing Address <b>103 1st St. NE</b>	City <b>LaMoure,</b>	State <b>ND</b>	Zip Code <b>58458</b>
Warehouse Mailing Address <b>220 South Broadway Ave</b>	City <b>Linton</b>	State <b>ND</b>	Zip Code <b>58552</b>
Warehouse Location <b>Linton, ND</b>	Warehouse Capacity Including All Annexes and Additional Storage (BU): <b>294,000</b>		
Telephone Number <b>701-254-4673</b>	Railroad <b>N/A</b>	County <b>Emmons</b>	
Name of General Manager <b>Nick Shockman</b>		Name of Station Manager <b>Joe Kiefer</b>	

PARTNERS IF OPERATED BY GENERAL OR LIMITED PARTNERSHIP - MANAGING PARTNERS IF OPERATED BY LIMITED LIABILITY PARTNERSHIP

NAME	ADDRESS

NAMES & TITLES OF OFFICERS IF OPERATED BY A CORPORATION - NAMES OF MANAGERS IF OPERATED BY A LIMITED LIABILITY COMPANY

TITLE	NAME	ADDRESS
President	Josh Shockman	6746 Co. Rd. 62 Berlin, ND 58415
Secretary	James Shockman	8140 66th St. SE Edgeley, ND 58433
Grain Director	Jason Parenteau	8853 56th St. SE Adrian, ND 58472

Do you currently have any commercial weighing or measuring devices (scales used for buying and selling commodities) at your facility?  
 No  Yes - Please list by manufacturer and capacity. **Howe-Richardson - 60 ton**

If you currently do not have any commercial weighing or measuring devices located at your facility, whose facility are you using?

Do your future plans include the installation of a device?  
 No  Yes - When do you plan to begin construction?

This application for license to operate a public grain warehouse is submitted to the Public Service Commission by the undersigned.

STATE OF North Dakota )  
 ) SS  
 COUNTY OF LaMoure )

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Signature of Applicant

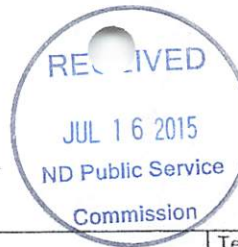
Sworn to before me this 13 day of July, 2015

(Seal)  
**GREG PEDERSEN**  
Notary Public  
State of North Dakota  
My Commission Expires July 16, 2020

(Notary Public)  
My commission expires July 16, 2020



**APPLICATION FOR WAREHOUSE LICENSE**  
**PUBLIC SERVICE COMMISSION**  
 SFN 9470 (01-2000)



ANNUAL LICENSE PERIOD  
 EXPIRES JULY 31  
 NDCC 60-02

Name of Firm <b>Larson Grain Company</b>		Telephone Number <b>701-452-2516</b>	
Firm's Mailing Address <b>103 1<sup>st</sup> St. NE</b>		City <b>Lamoure</b>	State Zip Code <b>ND 58458</b>
Warehouse Mailing Address <b>310 North Centennial street</b>		City <b>Wishek</b>	State Zip Code <b>ND 58495</b>
Warehouse Location <b>Wishek</b>		Warehouse Capacity Including All Annexes and Additional Storage (BU): <b>538,000</b>	
Telephone Number <b>701-452-2516</b>	Railroad <b>DMVW</b>	County <b>McIntosh</b>	
Name of General Manager <b>Nick Shockman</b>		Name of Station Manager <b>Bruce Schauer</b>	

PARTNERS IF OPERATED BY GENERAL OR LIMITED PARTNERSHIP - MANAGING PARTNERS IF OPERATED BY LIMITED LIABILITY PARTNERSHIP

NAME	ADDRESS

NAMES & TITLES OF OFFICERS IF OPERATED BY A CORPORATION - NAMES OF MANAGERS IF OPERATED BY A LIMITED LIABILITY COMPANY

TITLE	NAME	ADDRESS
President	Josh Shockman	6746 Co. R2. 62 Berlin, ND 58415
Secretary	James Shockman	8140 66 <sup>th</sup> St. SE Edgeley, ND 58433
Grain Director	Jason Parenteau	8853 56 <sup>th</sup> St. SE Adrian, ND 58472

Do you currently have any commercial weighing or measuring devices (scales used for buying and selling commodities) at your facility?  
 No  Yes - Please list by manufacturer and capacity. **Fairbanks - 30 ton**

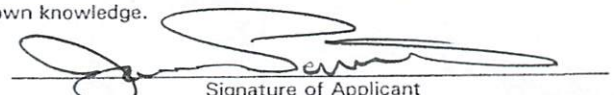
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Do your future plans include the installation of a device?  
 No  Yes - When do you plan to begin construction?

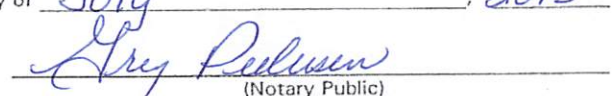
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STATE OF North Dakota )  
 ) SS  
 COUNTY OF Lamoure )

Jason Parenteau being duly sworn, says he/she is the owner or official of the warehouse named in the foregoing application, and that the facts stated in the application are true to his/her own knowledge.

  
 Signature of Applicant

Sworn to before me this 13 day of July, 2015

  
 (Notary Public)

My commission expires July 16, 2020

(Seal)

**GREG PEDERSEN**  
 Notary Public  
 State of North Dakota  
 My Commission Expires July 16, 2020



Public Service Commission  
Receipt of Payment

Receipt # 8137

Received 07/16/2015 Check# 1386 for \$1,550.00  
Case Number: GE-15-566

Larson Grain Company  
PO Box 198  
LaMoure ND 58458-0198





**ENDORSEMENT FOR INCREASE OR DECREASE**

This endorsement forms a part of Grain Elevator Warehouseman's Bond No. 141553033 written on behalf of Larson Grain Company - LaMoure, ND, as Principal, to the **State of North Dakota, Public Service Commission, Bismarck, ND**, as Obligee, issued by **Western Surety Company**, as Surety, with liability commencing August 1<sup>st</sup>, 1996.

Effective July 1<sup>st</sup>, 20 15, it is understood and agreed that the amount of the above described bond shall be and is hereby **INCREASED /-DECREASED-**

**From:**

One million five hundred thousand and No/100ths-----(\$ 1,500,000.00----)

**To:**

One million five hundred ninety-five thousand and No/100ths-----(\$ 1,595,000.00----)

It is also understood and agreed that in no event shall the liability, embodied in this bond, be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions or other terms of this bond except as above stated.

Signed, sealed and dated this 9<sup>th</sup> day of June, 20 15.

Larson Grain Company  
(Principal)

BY: [Signature] Grain Director  
(Title)

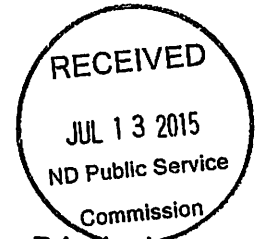
**Western Surety Company**

BY: [Signature]  
Jacci Wacker, Attorney-In-Fact

ACCEPTED BY ND  
Public Service Commission

BY: [Signature]  
(Title)

**ENDORSEMENT FOR INCREASE OR DECREASE**



This endorsement forms a part of Grain Elevator Warehouseman's Bond No. 141553033 written on behalf of Larson Grain Company - LaMoure, ND, as Principal, to the **State of North Dakota, Public Service Commission, Bismarck, ND**, as Obligee, issued by **Western Surety Company**, as Surety, with liability commencing August 1<sup>st</sup>, 1996.

Effective July 1<sup>st</sup>, 20 15, it is understood and agreed that the amount of the above described bond shall be and is hereby **INCREASED /-DECREASED-**

**From:**

One million five hundred ninety-five thousand and No/100ths-----(\$ 1,595,000.00----)

**To:**

One million eight hundred sixty-five thousand and No/100ths-----(\$ 1,865,000.00----)

It is also understood and agreed that in no event shall the liability, embodied in this bond, be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions or other terms of this bond except as above stated.

Signed, sealed and dated this 26<sup>th</sup> day of June, 20 15.

Larson Grain Company  
(Principal)

BY: [Signature] Grain Division Director  
(Title)

Locations Added:  
Wishek, Linton & Fredonia

**Western Surety Company**

BY: [Signature]  
Jacci Wacker, Attorney-In-Fact

ACCEPTED BY ND  
Public Service Commission

BY: [Signature]  
(Title)



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

7/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> Howalt+McDowell Insurance 300 N. Cherapa Place, Ste 601 PO Box 5113 Sioux Falls SD 57117-5113		<b>RECEIVED</b> AUG - 3 2015 ND Public Service Commission	<b>CONTACT NAME:</b> Chris DeSchepper, CISR, CPIW <b>PHONE (A/C, No, Ext):</b> (605) 339-3874 <b>FAX (A/C, No):</b> (605) 339-3620 <b>E-MAIL ADDRESS:</b> chris@howaltmcdowell.com <b>PRODUCER ID:</b> 00012456 <b>CUSTOMER ID:</b>	
<b>INSURED</b> Larson Grain Company 103 1st St NE LaMoure ND 58458-7206			<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Austin Mutual Insurance Co NAIC # 13412 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 1516PropEquip      **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blanket Premise  
See Attached Overflow Pages

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/> PROPERTY	CPP 0100326 04	8/1/2015	8/1/2016	BUILDING	\$	
	CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC				BUILDING	BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD				CONTENTS	EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL					RENTAL VALUE	\$
	<input type="checkbox"/> EARTHQUAKE					BLANKET BUILDING	\$
	<input type="checkbox"/> WIND					BLANKET PERS PROP	\$
	<input type="checkbox"/> FLOOD					<input checked="" type="checkbox"/> BLANKET BLDG & PP	\$ 34,081,466
<input checked="" type="checkbox"/> Special form	10,000	<input checked="" type="checkbox"/> Bl w/ Extra Expense	\$ 2,500,000				
<input checked="" type="checkbox"/> Special form	10,000	<input checked="" type="checkbox"/> Blanket Grain & Stock	\$ 102,204,520				
A	<input checked="" type="checkbox"/> INLAND MARINE	TYPE OF POLICY	8/1/2015	8/1/2016	<input checked="" type="checkbox"/> Contractors Equipment	\$ 3,931,759	
	CAUSES OF LOSS	Inland Marine (C)				\$	
	<input type="checkbox"/> NAMED PERILS	POLICY NUMBER				\$	
	<input checked="" type="checkbox"/> Equipment	CPP 0100326 04				\$	
	<input type="checkbox"/> CRIME					\$	
	TYPE OF POLICY					\$	
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$	
						\$	
						\$	

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

60 Days notice per attached CMCP003.

**CERTIFICATE HOLDER**

(701) 328-2410

North Dakota Public Service Commission  
600 E Boulevard Ave Dept 408  
Bismarck, ND 58505-0480

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Roger Starks/RENSCK

*Roger Starks*

# Warehouse Scale Ticket

Ticket #: 473004  
Inbound

## Farmers Elevator-Fredonia

103 Railroad Ave E  
Fredonia, ND 58440

Received From: MICHAEL ENTZI (82055)  
7792 61ST AVE SE

Ticket Date: 07/08/2015

Location: 8

Carrier:

BL#

Vehicle:

Axles: 0

Driver: N

Weightmaster:

Bin:

Commodity: Spring wheat (SW)

Assembly:

Price: 0.00

FREDONIA, ND 58440  
**V O I D**

**V O I D**

Farm ID:

Comments:

Gross Wt: 28,980 lb 07/08/2015 11:32AM

Tare Wt: 10,060 lb 07/08/2015 11:35AM

Net Wt: 18,920 lb

Gross Units: 315.33

Shrink Units: 0.47

Dock Units: 6.94

Net Units: 307.92

TW 59.40

Protein 13.90

Moisture 13.60

DAMAGE

VOM

DOCK 2.20

Falling

Splits

MICHAEL ENTZI (82055)

Percent

100.00%

Net Units

307.92

DPRStatus

Contract

LH

Warehouse Scale Ticket

Ticket #: 350607  
Inbound

Farmers Elevator

220 Milwaukee Ave  
Linton, ND 58552

Received From: SEHN FARMS & SEED INC (74769)

SES INC  
7565 MAIN AVE  
LINTON, ND 58552

Ticket Date: 07/13/2015

Location: 7

Carrier:

BL#

Vehicle:

Axles: 0

Driver On? No

Weighmaster:

Bin:

Commodity: Corn (CORN)

As of:

Price: 0.00

**VOID**

Farm ID:

Field ID:

Comments:

Gross Wt: 84,980 lb 07/13/2015 11:30AM

Tare Wt: 31,840 lb 07/13/2015 11:42AM

Net Wt: 53,120 lb

Gross Units: 948.57

Shrink Units: 0.00

Dock Units: 0.00

Net Units: 948.57

TW 52.90

Moisture 14.30

DAMAGE

FM 1.10

Musty

Sour

Splits

SEHN FARMS & SEED INC (74769)

Percent

100.00%

Net Units

948.57

DPRStatus

Contract

*John M. King*

Warehouse Scale Ticket

Ticket #: 56540  
Inbound

Farmers Elevator

370 Centennial St  
Wishek, ND 58495

Received From: DEB BURGAD (61666)

Ticket Date: 07/13/2015  
Location: 6  
Carrier:  
BL#  
Vehicle:  
Axles: 0  
Driver On? Yes  
Weighmaster:  
Bin:  
Commodity: Corn (CORN)  
Assembly:  
Price: 0.00

NAPOLEON 8561

**VOID**

Farm ID:  
Comments:

Gross Wt: 89,400 lb 07/13/2015 10:25AM MAN WT  
Tare Wt: 27,120 lb 07/13/2015 10:29AM MAN WT  
Net Wt: 62,280 lb

Gross Units: 1,112.14 TW 55.80 Musty  
Shrink Units: 0.00 Moisture 14.50 Sour  
Dock Units: 0.00 DAMAGE  
Net Units: 1,112.14 FM 1.80

**VOID**

Splits  
DEB BURGAD (61666) Percent 100.00%

Net Units 1,112.14 DPRStatus Contract

D.S.

3746

Warehouse Receipt ORIGINAL - Negotiable

3746

LARSON GRAIN CO. 2-4860

103 1st St. N.E. • P.O. Box 198

LaMoure, ND 58458-0198

Phone: (701) 883-5201

Grain • Bulk & Bag Seed • Drying • Chemicals • Fertilizer

Storage Rate @ \_\_\_\_\_ per bu. per day

\_\_\_\_\_ c for Receiving \_\_\_\_\_ c for Redelivery

Date of Deposit \_\_\_\_\_

SCALE TICKET NUMBERS

DATE: \_\_\_\_\_

kg. Rec'd \_\_\_\_\_  
% Of \_\_\_\_\_

Address: \_\_\_\_\_

Kind of Grain \_\_\_\_\_

Test Wt. \_\_\_\_\_

	BU.	100s	Dock. Per Bu.
GROSS			
DOCK.			
NET			

Date Purch. \_\_\_\_\_

Net Price \_\_\_\_\_ Ck. No. \_\_\_\_\_

Amt. \_\_\_\_\_ Stor. \_\_\_\_\_

Pd. \$ \_\_\_\_\_ Chgs. \$ \_\_\_\_\_

THIS GRAIN RECEIVED SUBJECT TO CONDITIONS ON BACK HEREOF

Rec'd in Store for \_\_\_\_\_ (Name) \_\_\_\_\_ (Address)

Write out in Full \_\_\_\_\_ Net Bushels

Kind of Grain \_\_\_\_\_

Grade \_\_\_\_\_ Test Wt. \_\_\_\_\_

Dock. \_\_\_\_\_ % Moist. \_\_\_\_\_ %

SETTLEMENT RECORD DATE: \_\_\_\_\_

Rec'd From \_\_\_\_\_

Check No. \_\_\_\_\_ For \$ \_\_\_\_\_

T.D. \_\_\_\_\_ % Protein \_\_\_\_\_ Dollars

Amount of advances made and liabilities incurred for which the warehouseman claims a lien on the above described grain (Show nature of indebtedness.) \_\_\_\_\_ Dollars

\$			
Gross	Bu.	100ths	
Dock.	Bu.	100ths	
Net	Bu.	100ths	

PRICE PER BU.	DOLLARS	CENTS
GROSS	Amount \$	
STORAGE	Storage Deductions \$	
NET	Net Amt. To Pay \$	

I hereby certify that I am the owner of the grain for which this receipt was issued, and that there are not liens, chattel mortgages, or other claims against the grain represented by this receipt.

By: \_\_\_\_\_ Agent Signed \_\_\_\_\_ Owner

VOID

VOID

the laws and rules of the state of North Dakota, the terms of this contract North Dakota public service commission. Upon surrender of this receipt and grade of grain identified in this receipt will be delivered to the person and prudence will permit. At the option of the holder of this receipt, the grain demand, must be delivered back to the holder at any terminal point payment of any charges for receiving, handling, storage, and insurance and the regular freight charges on the gross amount called for by this ticket or company doing business at the terminal point. Nothing in this receipt equal amount of grain of the same kind and grade must be delivered."

warehouses shall terminate on June thirtieth of each year, except storage charges of each year. If storage charges and warehouseman's advances remain sufficient of said grain to pay such charges and advances. The holder settlement." (SEC. 60-02(6), ND Century Code)

contract will be stored by the warehouseman subject to the storage rates

in effect on the date of this receipt.

be covered by a chattel mortgage or other lien, or the partial or absolute receipt was issued, the same, if discovered before the delivery of the grain, receipt, or if discovered after the delivery of the grain, such delivery shall from such delivery is made, shall be accountable. NDCC 60-02-18

DEFERRED PAYMENT CONTRACT

93925

DATE \_\_\_\_\_

THIS AGREEMENT, made and entered into by and between \_\_\_\_\_, ("Buyer"), with its principal place of business at \_\_\_\_\_, ("Buyer") and \_\_\_\_\_, ("Seller") whose principal place of business is at \_\_\_\_\_, ("Seller"),

The parties hereto hereby promise and agree as follows:

1. Seller has sold (or sells) and Buyer has purchased (or hereby purchases) and acknowledges receipt of the following described grain(s):

Table with 5 columns: RECEIPT NO., KIND OF GRAIN, NET BUSHELS, PRICE, AMOUNT. Includes rows for 'TOTAL GROSS AMOUNT', 'LESS DEDUCTIONS', and 'NET AMOUNT'. Large 'VOID' watermark is present across the table.

- 2. PURCHASE PRICE: As and for the purchase price, Buyer promises to pay the "net amount" stated above.
3. DEFERRED PAYMENT: Which Buyer agrees to pay Seller between the dates of \_\_\_\_\_, and \_\_\_\_\_.
4. LIENS: Seller hereby warrants to Buyer that all grain delivered hereunder is now and will remain up to and including the time of delivery, free of all liens, encumbrances or security interests of any kind except as follows: \_\_\_\_\_.
5. TITLE: Title to the grain shall pass to the buyer at time of delivery.
6. MERCHANTABLE QUALITY: All grain delivered under this contract shall be of merchantable quality, unadulterated, and unrestricted from movement in interstate commerce within the meaning of the federal Food, Drug and Cosmetics Act, Environmental Protection Agency tolerances, the U.S. Grain Standards Act and Applicable state law.
7. TAX CONSEQUENCES: Buyer has made no representations regarding the tax consequences of this contract.
8. ARBITRATION: Buyer and Seller agree that all disputes and controversies between them with respect to this contract shall be subject to the Trade Rules of, and arbitrated by the \_\_\_\_\_ and that judgement may be entered on the arbitration award in any court of competent jurisdiction.
9. BINDING EFFECT: This contract, and any amendments thereto agreed to mutually by the Seller and buyer, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors of the respective parties.
10. FINAL AND COMPLETE AGREEMENT: This contract shall represent the final, complete and exclusive statement of agreement between the parties and may not be modified, supplemented or waived, except in writing signed by both parties.

In witness whereof, the parties have signed this contract this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year).

NOTICE TO SELLER OF FINANCIAL RISK
MINNESOTA - THIS CONTRACT CONSTITUTES A VOLUNTARY EXTENSION OF CREDIT. THIS CONTRACT NOT COVERED BY ANY GRAIN BUYER'S OR STORAGE BOND.
MONTANA - IN THE EVENT OF FINANCIAL INSOLVENCY, AMOUNTS OWING AFTER SURETY BOND PAYMENT, MAY RESULT IN AN UNSECURED OBLIGATION. THE SELLER IS HEREBY ADVISED OF THE FINANCIAL RISK INVOLVED WITH THIS TYPE OF CONTRACT.
NORTH DAKOTA - THIS CONTRACT IS NOT PROTECTED BY BOND COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY.
SOUTH DAKOTA - THIS CONTRACT IS NOT PROTECTED BY SOUTH DAKOTA STATUTORY BOND COVERAGES.
Seller \_\_\_\_\_ (AUTHORIZED SIGNATURE(S)) \_\_\_\_\_ DATE

BUYER: \_\_\_\_\_ (Authorized Signature(s)) \_\_\_\_\_ (Date)
SELLER: \_\_\_\_\_ (Authorized Signature(s)) \_\_\_\_\_ (Date)

# Price Later Contract

Date: \_\_\_\_\_

Contract No.: **PL 1149**

Seller: \_\_\_\_\_

Buyer: **Larson Grain Company**

100 Second Ave.

Englevale, ND 58033

Pounds: \_\_\_\_\_ CWT: \_\_\_\_\_ Variety: \_\_\_\_\_ Crop Year: \_\_\_\_\_

Represented on Assembly Sheet No.: \_\_\_\_\_

The purchase price of the beans is agreed to be the Buyer's board price, less charges, at the time Seller gives notice to Buyer to set the price. In the event Seller gives such notice after normal business hours, Monday through Friday 8 AM to 5 PM central time, or on Holidays, Buyer reserves the right to defer setting a bid price until the next business day. In the event such notice shall not have been given on or before \_\_\_\_\_, the price of the beans shall be Buyer's board price, less charges, at the close of business on said date, unless other terms have been agreed upon in writing.

**CHARGES:** Seller shall pay Buyer a <sup>Storage</sup> service charge of \_\_\_\_\_ cents per CWT per month, beginning on the date the beans are placed on this Price Later Contract through the date the beans are priced. Accrued <sup>Storage</sup> Charges of \$ \_\_\_\_\_, will be due and payable at the time the beans are priced. Crop year and quality discounts will be deducted at the time of pricing.

**PAYMENT:** WILL BE MADE WITHIN THREE TO FIVE DAYS OF PRICING.

**TITLE:** Title of the beans passes to the Buyer on the date of this contract.

**LIENS:** Seller hereby warrants to Buyer that all beans hereunder are now and will remain up to and including the time of pricing, free of all liens, encumbrances or security interests of any kind except as follows:

**BINDING EFFECT:** This contract, and any amendments thereto agreed to mutually by the Seller and Buyer, shall be binding upon and inure to the benefit of the parties hereto and representatives and successors of the respective parties. This contract may not be assigned.

**SEVERABILITY:** The invalidity or unenforceability of any particular provision of this contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**FINAL AND COMPLETE AGREEMENT:** This contract shall represent the final, complete and exclusive statement of agreement between the parties and may not be modified, supplemented or waived, except in writing signed by both parties.

North Dakota Notice: A ND Indemnity Fund Assessment of .2% (.002) of the value of grain covered by this contract may be deducted at settlement.

**THIS CONTRACT IS NOT PROTECTED BY BOND COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY**

Seller: \_\_\_\_\_  
Authorized Signature(s)

In witness whereof, the parties have signed this contact this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
(month) (year)

Seller: \_\_\_\_\_ Buyer: \_\_\_\_\_

# Larson Grain Company

Englevale, ND

## Bean Purchased Contract

Date: \_\_\_\_\_

Contract No.: **GA 1379**

Seller : \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Buyer: **Larson Grain Company**  
 100 Second Ave.  
 Englevale, ND 58033

Bean Class: \_\_\_\_\_

Crop Year: \_\_\_\_\_

Quantity: \_\_\_\_\_

\_\_\_\_\_ Acres at \_\_\_\_\_ Lbs. / Acre

F.O.B.: \_\_\_\_\_

Deliver By: \_\_\_\_\_

Price: \$ \_\_\_\_\_ Net CWT

Payment Date: \_\_\_\_\_

Acres	County	Township	Quarter	Section	Seller(s)	Share

**ND INDEMNITY FUND ASSESSMENT:** If required the price shall be reduced by the ND Indemnity Fund Assessment, that is, \$ .02 per value of grain covered by this contract.

**GRADING:** Buyer will weigh and sample each load of beans delivered and grade that sample according to Buyer's buying schedule. Buyer's weights and grades are final. Weight deductions for screen out, pick, excess moisture and foreign material will be made against the gross weight. Seller will be furnished a record of the weight and grade for each load.

Buyer has the option to reject any beans which does not meet Buyer's quality standards. Any beans rejected towards fulfillment of this contract shall not reduce the amount of pounds that Seller is obligated to deliver under this contract.

**FREE OF HAZARDS:** Seller will deliver beans that are free of glass, metal, treated seed or contamination of any hazardous substance which might hinder processing and handling, or that causes the beans to be unsafe for Human consumption.

Seller guarantees that the beans are not adulterated under the pesticide chemical provisions of applicable federal and state law. Seller shall keep complete and accurate records of all chemical applications and cropping history and make these records available at Buyer's request.

Seller will deliver beans that are free of Wheat, Soybeans, and Corn.

**EXCUSED PERFORMANCE:** Performance of this contract by either the Buyer or Seller shall be excused to the extent that performance is prevented by crop failure, fire, explosion, government acts, regulations or orders, wars, strikes, labor disputes, transportation shortage, or any other circumstance of similar kind or nature beyond the reasonable control of the affected party which prevents, in whole or in part, the performance of this contract.

If and when such circumstances occurs, the affected party shall give notice to the other party within a reasonable time not to exceed five business days. FCIC or any agency or entity cannot give permission to destroy this contracted acreage without consent of buyer. Performance of this contract is excused to extent that performance is prevented by such circumstances. The affected party is required to perform this contract to the extent that performance is not prevented. For example, in case of a crop failure, the Seller shall remain bound by the terms of this contract to deliver any crop in conformity with this contract. If the resulting beans are of a lesser quality than the contract quality, Buyer has the option to accept or reject the lower quality. If Seller has beans that are not contracted, then the Seller shall deliver enough non-contracted beans to fulfill this contract.

**BINDING AGREEMENT:** This agreement is binding upon both Seller and Buyer, their heirs, assigns and legal representatives, and shall not be transferable by either party. It is agreed that this contract covers the described beans and pounds, including any landlord or landlords' shares.

**ADDITIONAL CONTRACTS:** Seller agrees NOT to contract or commit additional pounds production from the above acreage.

**SEVERABILITY:** It is understood that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any state law, the remaining provisions shall not be affected, and shall remain in force.

**THIS CONTRACT IS NOT PROTECTED BY BOND COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY**

Seller: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

Seller: \_\_\_\_\_ Date \_\_\_\_\_ Buyer: \_\_\_\_\_ Date \_\_\_\_\_

# Larson Grain Company

Englevale, ND

## Bean Purchased Contract

Date: \_\_\_\_\_

Contract No.: **GNA 0008**

Seller: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Buyer: **Larson Grain Company**  
 100 Second Ave.  
 Englevale, ND 58033

Bean Class: \_\_\_\_\_

Crop Year: \_\_\_\_\_

Quantity: \_\_\_\_\_

\_\_\_\_\_ Acres at \_\_\_\_\_ Lbs. / Acre

F.O.B.: \_\_\_\_\_

Deliver By: \_\_\_\_\_

Price: \$ \_\_\_\_\_ per CWT

Payment Date: \_\_\_\_\_

Acres	County	Township	Quarter	Section	Seller(s)	Share

**ND INDEMNITY FUND ASSESSMENT:** If required the price shall be reduced by the ND Indemnity Fund Assessment, that is, \$.002 X value of grain covered by this contract.

**GRADING:** Buyer will weigh and sample each load of beans delivered and grade that sample according to Buyer's buying schedule. Buyer's weights and grades are final. Weight deductions for screen out, pick, excess moisture and foreign material will be made against the gross weight. Seller will be furnished a record of the weight and grade for each load. Buyer has the option to reject any beans which does not meet Buyer's quality standards. Any beans rejected towards fulfillment of this contract shall not reduce the amount of pounds that Seller is obligated to deliver under this contract.

**FREE OF HAZARDS:** Seller will deliver beans that are free of glass, metal, treated seed or contamination of any hazardous substance which might hinder processing and handling, or that causes the beans to be unsafe for Human consumption. Seller guarantees that the beans are not adulterated under the pesticide chemical provisions of applicable federal and state law. Seller shall keep complete and accurate records of all chemical applications and cropping history and make these records available at Buyer's request. Seller will deliver beans that are free of Wheat, Soybeans, and Corn.

**BINDING AGREEMENT:** This agreement is binding upon both Seller and Buyer, their heirs, assigns and legal representatives, and shall not be transferable by either party. It is agreed that this contract covers the described beans and pounds, including any landlord or landlords' shares.

**ADDITIONAL CONTRACTS:** Seller agrees NOT to contract or commit additional pounds production from the above acreage.

**SEVERABILITY:** It is understood that if any part, term or provision of this Contract is held by the courts to be illegal or in conflict with any state law, the remaining provisions shall not be affected, and shall remain in force.

**THIS CONTRACT IS NOT PROTECTED BY BOND COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY**

Seller: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Signature

Seller: \_\_\_\_\_ Date \_\_\_\_\_ Buyer: \_\_\_\_\_ Date \_\_\_\_\_

**DEFERRED PAYMENT CONTRACT**

**Contract No.**

Date: 01/01/1900  
Due Date: 01/01/1900

THIS AGREEMENT, made and entered into by and between  
with its principal place of business at , hereinafter referred as "Buyer"

hereinafter referred to as "Seller".

The parties hereto hereby promise and agree as follows:

Seller hereby sells and Buyer hereby purchases and acknowledges receipt of the following described grain:

<u>Source</u>	<u>Contract/Ref. #</u>	<u>Commodity</u>	<u>Net Units</u>	<u>Price</u>	<u>Amount</u>
TOTAL GROSS AMOUNT .....					\$0.00
CHECKOFF .....					\$0.00
ADDITIONS .....					\$0.00
LESS DEDUCTIONS .....					\$0.00
NET AMOUNT .....					\$0.00

**VOID**

LESS DEDUCTIONS DETAIL: DRYING \_\_\_\_\_ SERVICE CHARGE: \_\_\_\_\_  
ND INDEMINITY FUND ASSESSMENT(.2% (.002) x value of grain covered by this contract) \_\_\_\_\_

PURCHASE PRICE: As and for the purchase price, Buyer promises to pay the "net amount" stated above.

DEFERRED PAYMENT: Which Buyer agrees to pay Seller between the dates of Jan 4 2016 and Jan 10 2016

LIENS: Seller hereby warrants to Buyer that all grain delivered hereunder is now and will remain up to and including the time of delivery, free of all liens, encumbrances or security interests of any kind except a follows: \_\_\_\_\_

TITLE: Title to the grain shall pass to the Buyer at time of delivery.

MERCHANTABLE QUALITY: All grain delivered under this contract shall be of merchantable quality, unadulterated, and unrefined from movement in interstate commerce within the meaning of the federal Food, Drug and Cosmetics Act, Environmental Protection Agency tolerance and the U.S Grain Standards Act and Applicable state law. Seller expressly warrants that this grain was produced in the continental United States. Seller shall not deliver, and the Buyer has the right to reject delivery of, a commodity containing transgenic genes or traits that are not approved for sale in Japan, Mexico, the European Union, or other U.S. export markets.

TAX CONSEQUENCES: Buyer has made no representations regarding the tax consequences of this contract.

ARBITRATION: Buyer and Seller agree that all disputes and controversies between them with respect to this contract shall be subject to the Trade Rules of, and arbitrated by the \_\_\_\_\_ and the judgement may be entered on the arbitration award in any court of competent jurisdiction. Seller agrees to pay all Buyer's costs resulting from Seller's breach, including, but not limited to, reasonable attorney's fees and court costs.

BINDING EFFECT: This contract, and any amendments thereto agreed to mutually by the Seller and Buyer, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors of the respective parties. This contract may not be assigned.

FINAL AND COMPLETE AGREEMENT: This contract shall represent the final, complete and exclusive statement of agreement between the parties and may not be modified, supplemented or waived, except in writing signed by both parties.

In witness whereof, the parties have signed this contract this \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year).

**VOID**

**VOID**

NOTICE TO SELLER OF FINANCIAL RISK  
NORTH DAKOTA - THIS CONTRACT IS NOT PROTECTED BY BOND  
COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY.  
SELLER: \_\_\_\_\_  
DATE: \_\_\_\_\_

Seller \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Buyer \_\_\_\_\_ Date: \_\_\_\_\_

Lamoure  
PO Box 198  
LaMoure, ND 58458

**DEFERRED PAYMENT CONTRACT**

**Contract No. 96453**

Date: 03/11/2015  
Due Date: 01/04/2016

THIS AGREEMENT, made and entered into by and between Lamoure with its principal place of business at LaMoure, ND hereinafter referred as "Buyer" and Darwyn Worrel, whose principle place of business is at LaMoure, ND, hereinafter referred to as "Seller".

The parties hereto hereby promise and agree as follows:

Seller hereby sells and Buyer hereby purchases and acknowledges receipt of the following described grain:

Source	Contract/Ref. #	Commodity	Net Units	Price	Amount
Assembly	167	Soybeans	10,000.00	\$9.2241	\$92,241.00
Assembly	1678	Soybeans	65.56	\$9.0241	\$591.62
<b>TOTAL GROSS AMOUNT</b>					<b>\$92,832.62</b>
CHECKOFF					464.16
ADDITIONS					\$0.00
LESS DEDUCTIONS					\$0.00
<b>NET AMOUNT</b>					<b>\$92,368.46</b>

LESS DEDUCTIONS DETAIL: DRYING \_\_\_\_\_ SERVICE CHARGE: \_\_\_\_\_  
ND INDEMINITY FUND ASSESSMENT(2% (.002) x value of grain covered by this contract) \_\_\_\_\_

PURCHASE PRICE: As and for the purchase price, Buyer promises to pay the "net amount" stated above.

DEFERRED PAYMENT: Which Buyer agrees to pay Seller between the dates of Jan 4 2016 and Jan 10 2016

LIENS: Seller hereby warrants to Buyer that all grain delivered hereunder is now and will remain up to and including the time of delivery, free of all liens, encumbrances or security interests of any kind except a follows: \_\_\_\_\_

TITLE: Title to the grain shall pass to the Buyer at time of delivery.

MERCHANTABLE QUALITY: All grain delivered under this contract shall be of merchantable quality, unadulterated, and unrestricted from movement in interstate commerce within the meaning of the federal Food, Drug and Cosmetics Act, Environmental Protection Agency tolerances, the U.S Grain Standards Act and Applicable state law. Seller expressly warrants that this grain was produced in the continental United States. Seller shall not deliver, and the Buyer has the right to reject delivery of, a commodity containing transgenic genes or traits that are not approved for sale in Japan, Mexico, the European Union, or other U.S. export markets.

TAX CONSEQUENCES: Buyer has made no representations regarding the tax consequences of this contract.

ARBITRATION: Buyer and Seller agree that all disputes and controversies between them with respect to this contract shall be subject to the Trade Rules of, and arbitrated by the \_\_\_\_\_ and the judgement may be entered on the arbitration award in any court of competent jurisdiction. Seller agrees to pay all Buyer's costs resulting from Seller's breach, including, but not limited to, reasonable attorney's fees and court costs.

BINDING EFFECT: This contract, and any amendments thereto agreed to mutually by the Seller and Buyer, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors of the respective parties. This contract may not be assigned.

FINAL AND COMPLETE AGREEMENT: This contract shall represent the final, complete and exclusive statement of agreement between the parties and may not be modified, supplemented or waived, except in writing signed by both parties.

In witness whereof, the parties have signed this contract this \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year).

**NOTICE TO SELLER OF FINANCIAL RISK**  
**NORTH DAKOTA - THIS CONTRACT IS NOT PROTECTED BY BOND**  
**COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY.**

SELLER: \_\_\_\_\_  
DATE: \_\_\_\_\_

Darwyn Worrel

Lamoure

\_\_\_\_\_  
Seller Date:

By: \_\_\_\_\_  
Buyer Date:

Adrian  
8924 56th St SE  
Adrian, ND 58472

**DEFERRED PAYMENT CONTRACT**

**Contract No. 96456**

Date: 04/17/2015  
Due Date: 01/02/2017

THIS AGREEMENT, made and entered into by and between Adrian with its principal place of business at Adrian, ND hereinafter referred as "Buyer" and Murray Schrader, whose principle place of business is at Adrian, ND, hereinafter referred to as "Seller".

The parties hereto hereby promise and agree as follows:

Seller hereby sells and Buyer hereby purchases and acknowledges receipt of the following described grain:

Source	Contract/ Lot	Commodity	Net Units	Price	Amount
Assembly	16796	Spring Wheat	1,813.79	\$5.4853	\$9,949.18
TOTAL GROSS AMOUNT .....					\$9,949.18
CHECKOFF .....					\$27.21
ADDITIONS .....					\$0.00
LESS DEDUCTIONS .....					\$0.00
NET AMOUNT .....					\$9,921.97

LESS DEDUCTIONS DETAIL: DRYING \_\_\_\_\_ SERVICE CHARGE: \_\_\_\_\_  
ND INDEMINITY FUND ASSESSMENT(2% (.002) x value of grain covered by this contract) \_\_\_\_\_

PURCHASE PRICE: As and for the purchase price, Buyer promises to pay the "net amount" stated above.

DEFERRED PAYMENT: Which Buyer agrees to pay Seller between the dates of Jan 4 2016 and Jan 10 2016

LIENS: Seller hereby warrants to Buyer that all grain delivered hereunder is now and will remain up to and including the time of delivery, free of all liens, encumbrances or security interests of any kind except a follows: \_\_\_\_\_

TITLE: Title to the grain shall pass to the Buyer at time of delivery.

MERCHANTABLE QUALITY: All grain delivered under this contract shall be of merchantable quality, unadulterated, and unrestricted from movement in interstate commerce within the meaning of the federal Food, Drug and Cosmetics Act, Environmental Protection Agency tolerances, the U.S Grain Standards Act and Applicable state law. Seller expressly warrants that this grain was produced in the continental United States. Seller shall not deliver, and the Buyer has the right to reject delivery of, a commodity containing transgenic genes or traits that are not approved for sale in Japan, Mexico, the European Union, or other U.S. export markets.

TAX CONSEQUENCES: Buyer has made no representations regarding the tax consequences of this contract.

ARBITRATION: Buyer and Seller agree that all disputes and controversies between them with respect to this contract shall be subject to the Trade Rules of, and arbitrated by the \_\_\_\_\_ and the judgement may be entered on the arbitration award in any court of competent jurisdiction. Seller agrees to pay all Buyer's costs resulting from Seller's breach, including, but not limited to, reasonable attorney's fees and court costs.

BINDING EFFECT: This contract, and any amendments thereto agreed to mutually by the Seller and Buyer, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors of the respective parties. This contract may not be assigned.

FINAL AND COMPLETE AGREEMENT: This contract shall represent the final, complete and exclusive statement of agreement between the parties and may not be modified, supplemented or waived, except in writing signed by both parties.

In witness whereof, the parties have signed this contract this \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year).

NOTICE TO SELLER OF FINANCIAL RISK  
NORTH DAKOTA - THIS CONTRACT IS NOT PROTECTED BY BOND  
COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY.

SELLER: \_\_\_\_\_  
DATE: \_\_\_\_\_

Murray Schrader

Adrian

\_\_\_\_\_  
Seller Date:

By: \_\_\_\_\_  
Buyer Date:

### PRICE LATER PURCHASE CONTRACT

Seller:

Contract No.

Date: 01/01/2004

Description of Grain:

Expires: 03/15/2004  
Bushels: 99.99

Seller hereby agrees to sell to: \_\_\_\_\_ (hereafter called "Buyer")  
the above grain which has been delivered to \_\_\_\_\_

The purchase price of the grain is agreed to be Buyer's bid price, less charges, at the time Seller gives notice to buyer to set the price. In the event Seller gives such notice after the trading hours of the Chicago Board of Trade and the Minneapolis Grain Exchange, Buyer reserves the right to defer setting a bid price until the next market trading session. In the event such notice shall not have been given on or before \_\_\_\_\_, the price of the grain shall be Buyer's bid price, less charges, after the close of the market on said date, unless other terms have been agreed upon in writing.

Seller shall pay Buyer a service charge equal to the greater of 1) \_\_\_\_\_ cents per bushel or 2) \_\_\_\_\_ cents per bushels per month or fraction thereof from the date or dates of delivery of the grain to the date of such notice (which is the date that the price is set). Service charge starts on \_\_\_\_\_. Both service charge and the purchase price shall be payable on the date the purchase is determined.

Buyer will advance to Seller \_\_\_\_\_% (not to exceed 80%) of the market value of the grain upon completion of delivery. If the market value of the grain drops below 110% of the advance amount, partial repayment of the advance to maintain the 10% differential will be required from Seller. If Seller does not provide the required fund on short notice, this contract may be liquidated by Buyer, and Seller will be liable for any deficit. Settlement will be made when the price is fixed.

GRADE AND QUALITY SPECIFICATIONS: The quality of grain delivered under this contract shall be determined at the place and time of delivery. Buyer's weight and grade to govern. All deliveries made under this contract shall be of the grade and quality specified herein. Buyer reserves the right to reject individual shipments not complying with this provision. Refusal by the buyers to accept delivery of grain for the reason shall not release the seller from this contract.

TITLE: Title to the grain shall pass to the Buyer at the time of delivery even though no price has been determined.

MERCHANTABLE QUALITY: All grain delivered under this contract shall be of merchantable quality, unadulterated, and unrestricted from movement in interstate commerce within the meaning of the federal Food, Drug and Cosmetics Act, Environmental Protection Agency tolerances, the U.S. Grain Standards Act and applicable state law. Seller expressly warrants that this grain was produced in the continental United States. Seller shall not deliver, and the Buyer has the right to reject delivery of, a commodity containing transgenic genes or traits that are not approved for sale in Japan, Mexico, the European Union, or other U.S. export markets.

LEINS: Seller hereby warrants to Buyer that all grain delivered hereunder is now and will remain up to and including the delivery, free of all liens, encumbrances or security interests of any kind except as follows:

PREMIUMS AND DISCOUNTS TO APPLY: Acceptance to deliveries not meeting the contract grade and quality shall be at the option of the Buyer. If the Buyer elects to accept such deliveries not meeting the contract grade and quality, market scale discounts and premiums at time of delivery will apply, unless otherwise specified hereafter. The following premiums and discounts will apply to grain delivered pursuant to this contract:

SETTLEMENT FOR UNDERDELIVERIES: All deliveries made under this contract shall be for the quantity specified herein. If the Seller finds he will not be able to complete delivery of the contracted quantity, it shall be the duty of the Seller to advise the Buyer at once. The Buyer, when Seller's default is determine, shall by the close of the next market day elect either to: a) agree with the Seller upon an extension of the time for delivery; or b) after having given notice to the Seller to complete the contract, the Buyer, by the exercise of due diligence, will buy-in for the account of the Seller the defaulted portion of the contract; or c) after having given notice to the Seller to complete the contract, the Buyer will cancel the defaulted portion of the contract at the difference between the contract price and the replacement cost based on the close of the market the next business day when trades can be made for the account of Seller.

BUYER'S RIGHT TO DELAY DELIVERY PERIOD: The Buyer had the right, without penalty, to delay the time for accepting delivery and making payment under this contract if such delay is caused by government regulation or action, labor strikes, riots, insurrection, freight embargoes, or transportation delays. It shall be the duty of the Buyer to accept delivery and make payment under this contract as soon as practicable after the cause for delay had ceased.

ARBITRATION: Buyer and Seller agree that all disputes and controversies between them with respect to this contract shall be subject to the Trade Rules of, and arbitrated by the \_\_\_\_\_ and the judgement may be entered on the arbitration award in any court of competent jurisdiction. Seller agrees to pay all Buyer's costs resulting from Seller's breach, including, but not limited to, reasonable attorney's fees and court costs.

BINDING EFFECT: This contract, and any amendments there to agreed to mutually by the Seller and Buyer, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors to the respective parties. This contract may not be assigned.

FINAL AND COMPLETE AGREEMENT: This contract shall represent the final, complete and exclusive statement of agreement between the parties and may not be modified, supplemented or waived, except in writing signed by both parties.

NORTH DAKOTA NOTICE: A ND Indemnity Fund Assesment of .2% (.002) of the value of grain covered by this contract may be deducted at settlement \*\*NOTICE TO SELLER OF FINANCIAL RISK\*\*  
THIS CONTRACT IS NOT PROTECTED BY BOND COVERAGE IN THE EVENT OF BUYPER'S INSOLVENCY:  
Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller

Date

By: \_\_\_\_\_  
Buyer

Date

### Source Summary

Source

Reference

Net Units

Adrian  
8924 56th St SE  
Adrian, ND 58472

### PRICE LATER PURCHASE CONTRACT

Seller: M-3 Incorporated  
c/o Gary Meiklejohn  
8985 Co Rd 35  
Dickey, ND 58431

Contract No. 156326  
Date: 05/27/2015

Description of Grain: Corn  
TW : 57.03  
Sour :

Moisture : 16.93  
DAMAGE :

Expires: 06/30/2015  
BU: 2,671.78  
FM : 1.25  
Musty :

Seller hereby agrees to sell to: Adrian (hereafter called "Buyer")  
the above grain which has been delivered to Adrian, Adrian, ND

The purchase price of the grain is agreed to be Buyer's bid price, less charges, at the time Seller gives notice to buyer to set the price. In the event Seller gives such notice after the trading hours of the Chicago Board of Trade and the Minneapolis Grain Exchange, Buyer reserves the right to offer setting a bid price until the next market trading session. In the event such notice shall not have been given on or before \_\_\_\_\_ the price of the grain shall be Buyer's bid price, less charges, after the close of the market on said date, unless other terms have been agreed upon in writing.

Seller shall pay Buyer a service charge equal to the greater of 1) \_\_\_\_\_ cents per bushel or 2) \_\_\_\_\_ cents per bushels per month or fraction thereof from the date or date of delivery of the grain to the date of such notice (which is the date that the price is set). Service charge starts on \_\_\_\_\_. Both service charge and the purchase price shall be payable on the date the purchases is determined.

Buyer will advance to Seller \_\_\_\_\_% (not to exceed 80%) of the market value of the grain upon completion of delivery. If the market value of the grain drops below 110% of the advance amount, partial repayment of the advance to maintain the 10% differential will be required from Seller. If Seller does not provide the required fund on short notice, this contract may be liquidated by Buyer, and Seller will be liable for any deficit. Settlement will be made when the price is fixed.

GRADE AND QUALITY SPECIFICATIONS: The quality of grain delivered under this contract shall be determined at the place and time of delivery. Buyer's weight and grade to govern. All deliveries made under this contract shall be of the grade and quality specified herein. Buyer reserves the right to reject individual shipments not complying with this provision. Refusal by the buyers to accept delivery of grain for the reason shall not release the seller from this contract.

TITLE: Title to the grain shall pass to the Buyer at the time of delivery even though no price has been determined.

MERCHANTABLE QUALITY: All grain delivered under this contract shall be of merchantable quality, unadulterated, and unrestricted from movement in interstate commerce within the meaning of the federal Food, Drug and Cosmetics Act, Environmental Protection Agency tolerances, the U.S. Grain Standards Act and applicable state law. Seller expressly warrants that this grain was produced in the continental United States. Seller shall not deliver, and the Buyer has the right to reject delivery of, a commodity containing transgenic genes or traits that are not approved for sale in Japan, Mexico, the European Union, or other U.S. export markets.

LIENS: Seller hereby warrants to Buyer that all grain delivered hereunder is now and will remain up to and including the delivery, free of all liens, encumbrances or security interests of any kind except as follows:

PREMIUMS AND DISCOUNTS TO APPLY: Acceptance to deliveries not meeting the contract grade and quality shall be at the option of the Buyer. If the Buyer elects to accept such deliveries not meeting the contract grade and quality, market scale discounts and premiums at time of delivery will apply, unless otherwise specified hereafter. The following premiums and discounts will apply to grain delivered pursuant to this contract:

SETTLEMENT FOR UNDERDELIVERIES: All deliveries made under this contract shall be for the quantity specified herein. If the Seller finds he will not be able to complete delivery of the contracted quantity, it shall be the duty of the Seller to advise the Buyer at once. The Buyer, when Seller's default is determine, shall by the close of the next market day elect either to: a) agree with the Seller upon an extension of the time for delivery; or b) after having given notice to the Seller to complete the contract, the Buyer, by the exercise of due diligence, will buy-in for the account of the Seller the defaulted portion of the contract; or c) after having given notice to the Seller to complete the contract, the Buyer will cancel the defaulted portion of the contract at the difference between the contract price and the replacement cost based on the close of the market the next business day when trades can be made for the account of Seller.

BUYER'S RIGHT TO DELAY DELIVERY PERIOD: The Buyer had the right, without penalty, to delay the time for accepting delivery and making payment under this contract if such delay is caused by government regulation or action, labor strikes, riots, insurrection, freight embargoes, or transportation delays. It shall be the duty of the Buyer to accept delivery and make payment under this contract as soon as practicable after the cause for delay had ceased.

ARBITRATION: Buyer and Seller agree that all disputes and controversies between them with respect to this contract shall be subject to the Trade Rules of, and arbitrated by the \_\_\_\_\_ and the judgement may be entered on the arbitration award in any court of competent jurisdiction. Seller agrees to pay all Buyer's costs resulting from Seller's breach, including, but not limited to, reasonable attorney's fees and court costs.

BINDING EFFECT: This contract, and any amendments there to agreed to mutually by the Seller and Buyer, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors to the respective parties. This contract may not be assigned.

FINAL AND COMPLETE AGREEMENT: This contract shall represent the final, complete and exclusive statement of agreement between the parties and may not be modified, supplemented or waived, except in writing signed by both parties.

NORTH DAKOTA NOTICE: A ND indemnity Fund Assessment of .2% (.002) of the value of grain covered by this contract may be deducted at settlement \*\*NOTICE TO SELLER OF FINANCIAL RISK\*\*  
THIS CONTRACT IS NOT PROTECTED BY BOND COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY  
Seller \_\_\_\_\_ Date \_\_\_\_\_

M-3 Incorporated

Adrian

Seller

Date

By: \_\_\_\_\_  
Buyer

Date

### Source Summary

Source  
Assembly

Reference  
16788

Net Units  
2,671.78

Lamoure  
PO Box 198  
LaMoure, ND 58458

**PRICE LATER PURCHASE CONTRACT**

Seller: County 14 Seed  
C/O Tom Rodine and or Jerimiah Udem  
8643 106 Ave SE  
Oakes, ND 58474

Contract No. 156328  
Date: 05/27/2015

Description of Grain: Soybeans  
TW : 56.70 Moisture : 9.50 DAMAGE : Protein : DOCK : 5.30  
Expires: 07/31/2015  
BU: 54.61

Seller hereby agrees to sell to: Lamoure (hereafter called "Buyer")  
the above grain which has been delivered to Lamoure, LaMoure, ND

The purchase price of the grain is agreed to be Buyer's bid price, less charges, until Seller gives notice to buyer to set the price. In the event Seller gives such notice after the trading hours of the Chicago Board of Trade and the Minneapolis Grain Exchange, Buyer reserves the right to defer setting a bid price until the next market trading session. In the event such notice shall not have been given on or before \_\_\_\_\_, the price of the grain shall be Buyer's bid price, less charges, after the close of the market on said date, unless other terms have been agreed upon in writing.

Seller shall pay Buyer a service charge equal to the greater of 1) \_\_\_\_\_ cents per bushel or 2) \_\_\_\_\_ cents per bushels per month or fraction thereof from the date or dates of delivery of the grain to the date of such notice (which is the date that the price is set). Service charge starts on \_\_\_\_\_. Both service charge and the purchase price shall be payable on the date the purchase is determined.

Buyer will advance to Seller \_\_\_\_\_% (not to exceed 80%) of the market value of the grain upon completion of delivery. If the market value of the grain drops below 110% of the advance amount, partial repayment of the advance to maintain the 10% differential will be required from Seller. If Seller does not provide the required fund on short notice, this contract may be liquidated by Buyer, and Seller will be liable for the deficit. Settlement will be made when the price is fixed.

GRADE AND QUALITY SPECIFICATIONS: The quality of grain delivered under this contract shall be determined at the place and time of delivery. Buyer's weight and grade to govern. All deliveries made under this contract shall be of the grade and quality specified herein. Buyer reserves the right to reject individual shipments not complying with this provision. Refusal by the buyers to accept delivery of grain for the reason shall not release the seller from this contract.

TITLE: Title to the grain shall pass to the Buyer at the time of delivery even though no price has been determined.

MERCHANTABLE QUALITY: All grain delivered under this contract shall be of merchantable quality, unadulterated, and unrestricted from movement in interstate commerce within the meaning of the federal Food, Drug and Cosmetics Act, Environmental Protection Agency tolerances, the U.S. Grain Standards Act and applicable state law. Seller expressly warrants that this grain was produced in the continental United States. Seller shall not deliver, and the Buyer has the right to reject delivery of, a commodity containing transgenic genes or traits that are not approved for sale in Japan, Mexico, the European Union, or other U.S. export markets.

LEINS: Seller hereby warrants to Buyer that all grain delivered hereunder is now and will remain up to and including the delivery, free of all liens, encumbrances or security interests of any kind except as follows:

PREMIUMS AND DISCOUNTS TO APPLY: Acceptance to deliveries not meeting the contract grade and quality shall be at the option of the Buyer. If the Buyer elects to accept such deliveries not meeting the contract grade and quality, market scale discounts and premiums at time of delivery will apply, unless otherwise specified hereafter. The following premiums and discounts will apply to grain delivered pursuant to this contract:

SETTLEMENT FOR UNDERDELIVERIES: All deliveries made under this contract shall be for the quantity specified herein. If the Seller finds he will not be able to complete delivery of the contracted quantity, it shall be the duty of the Seller to advise the Buyer at once. The Buyer, when Seller's default is determined, shall by the close of the next market day elect either to: a) agree with the Seller upon an extension of the time for delivery; or b) after having given notice to the Seller to complete the contract, the Buyer, by the exercise of due diligence, will buy-in for the account of the Seller the defaulted portion of the contract; or c) after having given notice to the Seller to complete the contract, the Buyer will cancel the defaulted portion of the contract at the difference between the contract price and the replacement cost based on the close of the market the next business day when trades can be made for the account of Seller.

BUYER'S RIGHT TO DELAY DELIVERY PERIOD: The Buyer had the right, without penalty, to delay the time for accepting delivery and making payment under this contract if such delay is caused by government regulation or action, labor strikes, riots, insurrection, freight embargoes, or transportation delays. It shall be the duty of the Buyer to accept delivery and make payment under this contract as soon as practicable after the cause for delay had ceased.

ARBITRATION: Buyer and Seller agree that all disputes and controversies between them with respect to this contract shall be subject to the Trade Rules of, and arbitrated by the \_\_\_\_\_ and the judgement may be entered on the arbitration award in any court of competent jurisdiction. Seller agrees to pay all Buyer's costs resulting from Seller's breach, including, but not limited to, reasonable attorney's fees and court costs.

BINDING EFFECT: This contract, and any amendments thereto agreed to mutually by the Seller and Buyer, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors to the respective parties. This contract may not be assigned.

FINAL AND COMPLETE AGREEMENT: This contract shall represent the final, complete and exclusive statement of agreement between the parties and may not be modified, supplemented or waived, except in writing signed by both parties.

NORTH DAKOTA NOTICE: A ND Indemnity Fund Assessment of .2% (.002) of the value of grain covered by this contract may be deducted at settlement \*\*NOTICE TO SELLER OF FINANCIAL RISK\*\*  
THIS CONTRACT IS NOT PROTECTED BY BOND COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY  
Seller \_\_\_\_\_ Date \_\_\_\_\_

County 14 Seed

Lamoure

Seller

Date

By: \_\_\_\_\_  
Buyer

Date

**Source Summary**

Source  
Assembly

Reference  
16821

Net Units  
54.61

Grain Warehouse Lic

### PURCHASE CONTRACT

Seller:

Contract:

Date:

Price By: 02/15/2004

Expires: 03/15/2004

Location:

Seller has sold and agrees to deliver to Buyer the following:

Commodity:

Net Quantity: 9,999 Bu

Delivery Period: -

Purchase Price: 99,999.8800

Contract Type: Priced

Destination:

Futures Month:

Comments:

**VOID**

**VOID**

**Grade and Quality:** Grain not meeting the grade and quality specified shall be subject to rejection or discount.

Buyer's market scale of discounts and premiums at Buyer's location at time of delivery will apply, unless otherwise specified in writing. Buyer's weights and grades shall govern.

**Merchantable Quality:** All grain delivered under this contract shall be of merchantable quality, unadulterated and unrestricted from movement in interstate commerce within the meaning of Federal Food, Drug and Cosmetics Act, Environmental Protection Agency Tolerances, the U. S. Standards Act and applicable state law.

**Acts of God:** Acts of God shall not excuse the Seller from performance of this contract.

**Liens:** Buyer will honor any security interests in this grain which have been made known to Buyer through notification prior to delivery of or payment for the grain in accordance to applicable law.

**Applicable Law:**

This contract shall be governed by the laws of the state of North Dakota

**VOID**

Seller

Date

By:

Buyer

Date

Please sign and return one copy

LARSON GRAIN COMPANY  
PO BOX 198 103 1ST ST NE  
LAMOURE, ND 58458  
701-883-5201

Grain Purchase Contract

Seller: Eric Schrader  
5611 Co Rd 63  
Adrian, ND 58472

Contract: 178475  
Date: 06/04/2015  
Price By:  
Expires: 11/30/2015  
Location: Adrian  
Adrian, ND

Seller has sold and agrees to deliver to Buyer the following:

Commodity: Soybeans

Contract Type: Futures Fixed

Net Quantity: 5,000.00 BU

Delivery Period: 12/01/2015 - 12/31/2015

Destination:

Futures Month: 01/16

Futures Price: 9.2900

Comments: Futures Fixed -- 9.29 -- Jan / 16 -- To be Priced and Delivered by December 31 2015

**Grade and Quality:** Grain not meeting the grade and quality specified shall be subject to rejection or discount.

Buyer's market scale of discounts and premiums at Buyer's location at time of delivery will apply, unless otherwise specified in writing. Buyer's weights and grades shall govern.

**Merchantable Quality:** All grain delivered under this contract shall be of merchantable quality, unadulterated and unrestricted from movement in interstate commerce within the meaning of Federal Food, Drug and Cosmetics Act, Environmental Protection Agency Tolerances, the U. S. Standards Act and applicable state law.

**Acts of God:** Acts of God shall not excuse the Seller from performance of this contract.

**Liens:** Buyer will honor any security interests in this grain which have been made known to Buyer through notification prior to delivery of or payment for the grain in accordance to applicable law.

**Applicable Law:**

This contract shall be governed by the laws of the state of North Dakota

**Final and Complete Agreement:** This contract and any amendments thereto agreed to mutually by the Seller and Buyer, shall be binding upon

Eric Schrader

LARSON GRAIN COMPANY

Seller

Date

By:  
Buyer

Date

Please sign and return one copy

LARSON GRAIN COMPANY  
PO BOX 198 103 1ST ST NE  
LAMOURE, ND 58458  
701-883-5201

Grain Purchase Contract

Seller: Karl Ketterling  
9932 59th St. SE  
Marion, ND 58466

Contract: 182945  
Date: 05/15/2015  
Price By:  
Expires: 12/31/2015  
Location: Lamoure  
LaMoure, ND

Seller has sold and agrees to deliver to Buyer the following:

Commodity: Soybeans

Contract Type: Futures Fixed

Net Quantity: 10,000.00 BU

Delivery Period: 12/01/2016 - 12/31/2016

Destination:

Futures Month: 01/17

Futures Price: 9.4600

Comments: Futures reflect a .05 fee

**Grade and Quality:** Grain not meeting the grade and quality specified shall be subject to rejection or discount.

Buyer's market scale of discounts and premiums at Buyer's location at time of delivery will apply, unless otherwise specified in writing. Buyer's weights and grades shall govern.

**Merchantable Quality:** All grain delivered under this contract shall be of merchantable quality, unadulterated and unrestricted from movement in interstate commerce within the meaning of Federal Food, Drug and Cosmetics Act, Environmental Protection Agency Tolerances, the U. S. Standards Act and applicable state law.

**Acts of God:** Acts of God shall not excuse the Seller from performance of this contract.

**Liens:** Buyer will honor any security interests in this grain which have been made known to Buyer through notification prior to delivery of or payment for the grain in accordance to applicable law.

**Applicable Law:**

This contract shall be governed by the laws of the state of North Dakota

**Final and Complete Agreement:** This contract and any amendments thereto agreed to mutually by the Seller and Buyer, shall be binding upon

Karl Ketterling

LARSON GRAIN COMPANY

Seller

Date

By:

Buyer

Date

Please sign and return one copy

# Farmers Elevator

## Storage, Handling and Delivery Policy

7 cents/Receiving, 5 cents/bu Loadouts if grain is not sold to Farmers Elevator Inc. If grain is sold to us, no receiving or loadout fee is applied.

Farmers have 15 days to sell or put in Delayed Pricing Program for wheat, soybeans, and corn. If put in DP, storage goes back to day of delivery and the rate is 6 cents/bu/mo for wheat, and 7 cents/bu/mo soybeans and corn.

Long term storage of these grains are put on warehouse receipts and are only available upon agreement of farmer and Farmers Elevator Inc. before grain is dumped.

All other grains are sold as unloaded.