

12-8-18



Konrad Crockford, Michael McNamee

Enclosed:

Copies of scale tickets

Bill of Lading 1, 4, 5, 6, and 7
I'm waiting for #2 and 3 from
the trucker

Trade Confirmation #21324

Grain Purchase Contract 187278



2-8-18

James C. ...

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Trade Confirmation #21324

East Central Grain Marketing Inc.
13033 Ridgedale Dr, PMB 165
Minnetonka MN 55305
(952) 476-0127

Contract Date: 5/25/18

Seller: Lynden Skaare
7439 123rd Ave NW
Alamo, ND 58830
Linden - 701-570-6063
lskaare@nccray.com

Buyer: Midwest Grain Trading
313 5th Ave NE
Devils Lake, ND 58301
Chris - 701-381-1028
midwestgraintrading@gmail.com

Quantity: 25,000 bu

Commodity: Milling Quality - # 1 Durum Wheat

Shipment: Jun 1, 2018 - Jul 31, 2018

Origin: 7439 123rd Ave NW
Alamo, ND 58830

Weights: Destination

Grades: Destination

Price Basis: Origin

Price Paid To Seller: \$6.70 bu (Contract Price)

Brokerage to ECGM Inc.: \$0.05 bu

Seller's Net: \$6.70 bu - \$0.05 bu ECGM Inc. = \$6.65 bu

Governing Contract: National Feed and Grain Association

Payment: Per Agreement

Discount Schedule: Destination

Advise immediately if terms are not in accordance with your understanding. ECGM Inc. acts as a broker only and assumes no responsibility for fulfillment of contract.

Code: X96F9

GRAIN PURCHASE CONTRACT

187278

This is an agreement that the Seller _____
(Seller's Name)
of _____
(Seller's Address, City, State & Zip)
on _____ has sold and agreed to deliver to the Buyer _____
(Date) (Company Name)
at _____
(Buyer's Address, City, State & Zip)
a net quantity of _____ (bu. / cwt.) of U.S. _____ of _____ at _____
(Circle One) (Grade and Kind) (Commodity) (% Moisture) (% Protein)
(Circle One)
at _____ for delivery _____
(Delivery Location) (Specify Time Period for Delivery)
at the purchase price of \$ _____ per (bu. / cwt.) under the following terms and conditions:
(Circle One)

TERMS AND CONDITIONS

Grade and Quality Specifications: The quality of grain delivered under this contract shall be determined at the place and time of delivery. Buyer's weights and grades 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 Buyer to accept delivery of grain for this reason shall not release the Seller from this contract.

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 tolerance 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 time of delivery, free of all liens, encumbrances or security interests of any kind except as follows: _____

Premiums and Discounts to Apply: Acceptance of 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, upon 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 the trades can be made for the account of the Seller.

Settlement for under-delivery or non-delivery of grain shall be made on the difference between market price on delivery date and the contract price _____ cents per bushel handling charge to be paid to buyer upon such settlement.

Buyer's Right to Delay Delivery Period: The Buyer has 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 has 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 that 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)

SELLER: _____
(Authorized Signature(s))

BUYER: _____
(Authorized Signature(s))

Dry Bean, Inc.

874 Grand Forks ND 58206-587. (701) 746-7493

Number: **CRA001001018**

Date: **11/1/2018**

Printed: **11/1/2018 12:26:39 PM**

UND - Yellow Pea

401

Account of: **Midwest Grain Trading**

PO Box 183
Leeds ND 58346

Weights (lb)

Gross: 105,560 CRARY 11/1/2018 12:10:52 PM
Tare: 33,680 CRARY 11/1/2018 12:26:34 PM
Net: 71,880

718.80 Cwt.

Driver On Scale: No TONY DINNIDDIE 7 Axle
Vehicle: 10676P ND T 83590 ND
Grade Cert: Dean Wangler
Weight Cert: Dean Wangler
Bill of Lading

Factor	Grade	Qty Adj	Disc %
FM	1.020%	-7.330	1
MOIST.	12.60%	0.00	0
SPLITS	0.430%	-1.550	0
DAMAGE	1.290%	-9.270	1
OCHRATOXIN	N/A	0.00	0
CSC	N/A	0.00	0
			0
			0
			0
			0

Licensed Weigher/Grader 

Ownership

	%	Gross	Shrink	Net	Contract #	Price	Ops
Midwest Grain Trading	100.00%	718.80	-18.15	700.65			

WAREHOUSE SCALE TICKET

Storage contracts on grain in store at public grain warehouses shall terminate on June 30th of each year, except storage contracts for dry edible beans which shall terminate on April 30th of each year. If storage charges and warehouseman's charges and warehouseman's advances remain unpaid at the time of such termination, the warehouseman shall sell sufficient of said grain to satisfy such charges and advances. The holder hereof shall surrender this ticket to the issuing warehouseman for settlement. This warehouse is not responsible for returning an identical percentage of check seed coats back to the holder in the event of redelivery.

North Dakota Dry Bean, Inc.
 Box 5874 Grand Forks ND 58206-587 (701) 746-7493

Number: CRA00100400
Date: 10/31/2018
Printed: 10/31/2018 12:37:29 PM

INBOUND - Yellow Pea
 Crary 401

Account of: Midwest Grain Trading
 PO Box 183
 Leeds ND 58346

Weights (lb)			
Gross:	105,720	CRARY	10/31/2018 12:22:53 PM
Tare:	33,680	CRARY	10/31/2018 12:37:22 PM
Net:	72,040		

720.40 Cwt.

Driver On Scale: No TONY DINNIDDIE 7 Axle
 Vehicle: 10678P ND T 83590 ND
 Grade Cert: Dean Wangler
 Weight Cert: Dean Wangler
 Bill of Lading

Factor	Grade	Qty Adj	Disc
FM	1.860%		-11.960
MOIST.	12.80%		0.00
SPLITS	0.750%		-2.700
DAMAGE	1.570%		-11.310
OCHRATOXIN	N/A		0.00
CSC	N/A		0.00

Licensed Weigher/Grader *Dean Wangler*

Ownership	%	Gross	Shrink	Net	Contract #	Price	Q
Midwest Grain Trading	100.00%	720.40	-25.97	694.43			

ND WAREHOUSE SCALE TICKET

All storage contracts on grain in store at public grain warehouses shall terminate on June 30th of each year, except storage contracts for dry edible beans which shall terminate on April 30th of each year. If storage charges and warehouseman's charges and warehouseman's advances remain unpaid at the time of such termination, the warehouseman shall sell sufficient of said grain to pay such charges and advances. The holder hereof shall surrender this receipt to the issuing warehouseman for settlement. This warehouse is not responsible for returning an identical percentage of check seed costs back to recelst holder in the event of redelivery.

Dakota Dry Bean, Inc.

PO Box 5874 Grand Forks ND 58206-587 (701) 746-7493

Number: **CRA001001946**
 Date: **11/6/2018**
 Printed: **11/6/2018 9:21:40 AM**

INBOUND - Yellow Pea
 Crary

401

Account of: **Midwest Grain Trading**
 PO Box 183
 Leeds ND 58346

Weights (lb)			
Gross:	105,020	CRARY	11/6/2018 9:08:12 AM
Tare:	33,740	CRARY	11/6/2018 9:21:34 AM
Net:	71,280		

712.80 Cwt.

Driver On Scale: No TONY DINNIDDIE
 Vehicle: 10676P ND T 83590 ND 7 Axle
 Grade Cert: Dean Wangler
 Weight Cert: Dean Wangler
 Bill of Lading

Factor	Grade	Qty Adj	Disc %
FM	0.910%	-6.490	0.91
MOIST.	12.50%	0.00	0.00
SPLITS	0.340%	-1.210	0.17
DAMAGE	1.680%	-11.980	1.68
OCHRATOXIN	N/A	0.00	0.00
CSC	N/A	0.00	0.00
			0.00
			0.00

Licensed Weigher/Grader *Dean Wangler*

Ownership

	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	712.80	-19.68	693.12			

ND WAREHOUSE SCALE TICKET

All storage contracts on grain in store at public grain warehouses shall terminate on June 30th of each year, except storage contracts for dry edible beans which shall terminate on April 30th of each year. If storage charges and warehouseman's charges and warehouseman's advances remain unpaid at the time of such termination, the warehouseman shall sell sufficient of said grain to pay such charges and advances. The holder hereof shall surrender this receipt to the issuing warehouseman for settlement. This warehouse is not responsible for returning an identical percentage of check seed costs back to receipt holder in the event of redelivery.

Dry Bean, Inc.

5874 Grand Forks ND 58206-587. (701) 746-7493

Number: **CRA001001954**
 Date: **11/7/2018**
 Printed: **11/7/2018 8:07:18 AM**

OUND - Yellow Pea

ary

401

Account of: **Midwest Grain Trading**

PO Box 183
 Leeds ND 58346

Weights (lb)			
Gross:	105,740	CRARY	11/7/2018 7:50:05 AM
Tare:	35,260	CRARY	11/7/2018 8:07:13 AM
Net:	70,480		
704.80 Cwt.			

Factor	Grade	Qty Adj	Disc %
FM	0.710%	-5.000	0.71
MOIST.	12.20%	0.00	0.00
SPLITS	0.740%	-2.610	0.37
DAMAGE	1.700%	-11.980	1.70
OCHRATOXIN	N/A	0.00	0.00
CSC	N/A	0.00	0.00
			0.00
			0.00
			0.00

Driver On Scale: No TONY DINNIDDIE
 Vehicle: 10676P ND T 83590 ND 7 Axle
 Grade Cert: Dean Wangler
 Weight Cert: Dean Wangler
 Bill of Lading

Licensed Weigher/Grader *Dean Wangler*

Ownership

	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	704.80	-19.59	685.21			

ND WAREHOUSE SCALE TICKET

All storage contracts on grain in store at public grain warehouses shall terminate on June 30th of each year, except storage contracts for dry edible beans which shall terminate on April 30th of each year. If storage charges and warehouseman's charges and warehouseman's advances remain unpaid at the time of such termination, the warehouseman shall sell sufficient of said grain to pay such charges and advances. The holder hereof shall surrender this receipt to the issuing warehouseman for settlement. This warehouse is not responsible for returning an identical percentage of check seed costs back to receipt holder in the event of redelivery.

Bean, Inc.

Grand Forks ND 58206-587 (701) 746-7493

Number: CRA001001961

Date: 11/8/2018

Printed: 11/8/2018 8:00:49 AM

Yellow Pea

401

Weights (lb)

Account of:

Midwest Grain Trading

PO Box 183

Leeds ND 58346

Gross:	109,500	CRARY	11/8/2018	7:44:53 AM
Tare:	35,200	CRARY	11/8/2018	8:00:43 AM
Net:	74,300			

743.00 Cwt.

Driver On Scale: No TONY DINNIDDIE 7 Axle
 Vehicle: 10676P ND T 83590 ND
 Grade Cert: Dean Wangler
 Weight Cert: Dean Wangler
 Bill of Lading

Factor	Grade	Qty Adj	Disc %
FM	3.760%	-27.940	3.76
MOIST.	12.90%	0.00	0.00
SPLITS	0.490%	-1.820	0.25
DAMAGE	2.500%	-18.580	2.50
OCHRATOXIN	N/A	0.00	0.00
CSC	N/A	0.00	0.00

Licensed Weigher/Grader

Ownership

	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	743.00	-48.34	694.66			

ND WAREHOUSE SCALE TICKET

All storage contracts on grain in store at public grain warehouses shall terminate on June 30th of each year, except storage contracts for dry edible beans which shall terminate on April 30th of each year. If storage charges and warehouseman's charges and warehouseman's advances remain unpaid at the time of such termination, the warehouseman shall sell sufficient of said grain to pay such charges and advances. The holder hereof shall surrender this receipt to the issuing warehouseman for settlement. This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.

L

Dry Bean, Inc.
 5874 Grand Forks ND 58206-587 (701) 746-7493

Number: CRA001001975
Date: 11/9/2018
 Printed: 11/9/2018 8:23:08 AM

BOUND - Yellow Pea

401

Account of: **Midwest Grain Trading**
 PO Box 183
 Leeds ND 58346

Weights (lb)

Gross:	108,620	CRARY	11/9/2018	8:07:11 AM
Tare:	35,040	CRARY	11/9/2018	8:23:02 AM
Net:	73,580			

735.80 Cwt.

Driver On Scale: No TONY DINNIDDIE 7 Axle
 Vehicle: 10676P ND T 83590 ND
 Grade Cert: Dean Wangler
 Weight Cert: Dean Wangler
 Bill of Lading

Factor	Grade	Qty Adj	Disc %
FM	0.740%	-5.440	0.74
MOIST.	12.30%	0.00	0.00
SPLITS	0.460%	-1.690	0.23
DAMAGE	1.260%	-9.270	1.26
OCHRATOXIN	N/A	0.00	0.00
CSC	N/A	0.00	0.00

Licensed Weigher/Grader 

Ownership

	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	735.80	-16.40	719.40			

ND WAREHOUSE SCALE TICKET

All storage contracts on grain in store at public grain warehouses shall terminate on June 30th of each year, except storage contracts for dry edible beans which shall terminate on April 30th of each year. If storage charges and warehouseman's charges and warehouseman's advances remain unpaid at the time of such termination, the warehouseman shall sell sufficient of said grain to pay such charges and advances. The holder hereof shall surrender this receipt to the issuing warehouseman for settlement. This warehouse is not responsible for returning an identical percentage of check seed costs back to receipt holder in the event of redelivery.

Dry Bean, Inc.
 5874 Grand Forks ND 58208-587. (701) 746-7493

Number: GRASS-1001931
Date: 11/20/18
Printed: 11/20/18 12:49:18 PM

GROUND - Yellow Pea

Crary 401

Account of: Midwest Grain Trading
 PO Box 183
 Leeds ND 58346

Weights (lb)

Gross: 105,240 CRARY 11/2/2018 12:34:25 PM
 Tare: 33,760 CRARY 11/2/2018 12:49:12 PM
 Net: 71,480

714.80 Cwt.

Driver On Scale: No TONY DINNIDDIE 7 Axle
 Vehicle: 10876P ND T 83590 ND
 Trade Cert: Dean Wangler
 Weight Cert: Dean Wangler
 Bill of Lading

Factor	Grade	Qty Adj	Disc %
FM	0.550%	-3.930	0.0
MOIST.	12.40%	0.00	0.0
SPLITS	0.840%	-3.000	0.0
DAMAGE	1.260%	-9.010	1.0
OCHRATOXIN	N/A	0.00	0.0
CSC	N/A	0.00	0.0

Licensed Weigher/Grader *Dean Wangler*

Ownership

	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	714.80	-15.94	698.86			

WAREHOUSE SCALE TICKET

Storage contracts on grain in store at public grain warehouses shall terminate on June 30th of each year, except storage contracts for dry edible beans which shall terminate on April 30th of each year. If storage charges and warehouseman's charges and warehouseman's advances remain unpaid at the time of such termination, the warehouseman shall sell sufficient of said grain to satisfy such charges and advances. The holder hereof shall surrender this ticket to the lessee warehouseman for settlement. This warehouse is not liable for returning an identical percentage of check seed coats back to the holder in the event of redelivery.

