

## Crockford, Konrad S.

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**From:** efilmingmail@tylerhost.net  
**Sent:** Thursday, December 20, 2018 08:30  
**To:** Tiffany Knopik  
**Subject:** Filing Accepted for Case: 08-2018-CV-03299; Public Service Commission vs. Hunter Hanson d/b/a Midwest Grain Trading, et al.; Envelope Number: 3246897



## North Dakota Court System

## Filing Accepted

Envelope Number: 3246897  
Case Number: 08-2018-CV-03299  
Case Style: Public Service Commission vs.  
Hunter Hanson d/b/a Midwest Grain Trading, et  
al.

The filing below was reviewed and has been accepted by the clerk's office. You may access the file stamped copy of the document filed by clicking on the below link.

Filing Details	
<b>Court</b>	Burleigh County - South Central District
<b>Case Number</b>	08-2018-CV-03299
<b>Case Style</b>	Public Service Commission vs. Hunter Hanson d/b/a Midwest Grain Trading, et al.
<b>Date/Time Submitted</b>	12/19/2018 4:31 PM CST
<b>Date/Time Accepted</b>	12/20/2018 8:27 AM CST
<b>Accepted Comments</b>	
<b>Filing Type</b>	Exhibit
<b>Filing Description</b>	Exhibit C - Documents from Delmor Commodities
<b>Activity Requested</b>	EFile
<b>Filed By</b>	Mitchell Armstrong
<b>Filing Attorney</b>	Mitchell Armstrong

Document Details	
<b>Lead Document</b>	Exhibit C.pdf
<b>Lead Document Page Count</b>	216
<b>File Stamped Copy</b>	<a href="#">View Stamped Document</a>
This link is active for 30 days. If the link above is not accessible, copy this URL into your browser's address bar to view the document:	

<https://northdakota.tylerhost.net/ViewDocuments.aspx?FID=d6819370-1e2d-41f5-9ff5-995b2ab4d74e>

For technical assistance, contact your service provider or  
North Dakota Court's Information Technology Department 701-328-4218  
Please do not reply to this email. It was automatically generated.

**Crockford, Konrad S.**

---

**From:** Art Stacey <AJS@tdslaw.com>  
**Sent:** Monday, November 19, 2018 17:27  
**To:** Nitschke, Darrell D.  
**Cc:** Crockford, Konrad S.; Dale Heide; Keith Friesen  
**Subject:** Midwest Grain Trading / Claim of Delmar Commodities Ltd.  
**Attachments:** ajs-delmar-midwest20181119.pdf

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Mr. Nitschke: please see letter and enclosures attached. Hard copies are being sent via courier.  
Thank you.



**THOMPSON  
DORFMAN  
SWEATMAN**

1700 - 242 Hargrave Street  
Winnipeg, Manitoba R3C 0V1

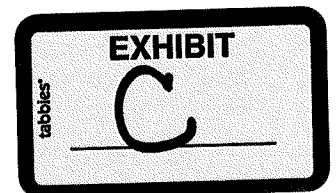
Art Stacey  
Partner  
P: 204-934-2537  
F: 204-934-0537  
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W: [tdslaw.com/ajs](http://tdslaw.com/ajs)

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T D S

THOMPSON  
DORFMAN  
SWEATMAN



Writer's Name  
Direct Telephone  
E-mail Address  
Direct Fax

Art Stacey  
204-934-2537  
ajs@tdslaw.com  
204-934-0537

Legal Assistant  
Direct Telephone  
E-mail Address

Tracey Lev  
204-934-2589  
tlev@tdslaw.com

November 19, 2018

By EMAIL & Courier

North Dakota Public Service Commission  
Executive Secretary  
600 East Boulevard Avenue  
Department 408  
Bismarck, North Dakota 58505-0480

Attention: Mr. Darrell Nitschke

Dear Sir:

Re: Midwest Grain Trading  
Claim of Delmar Commodities Ltd.  
Our Matter No. 0162583 AJS

We act for Delmar Commodities Ltd. ("Delmar"). Midwest Grain Trading ("Midwest") is indebted to our client in the sum of \$598,079.94 (USD). Enclosed please find the following:

1. Copy of Statement of Account;
2. Copy of demand letter dated November 16, 2018 to which we have had no reply;
3. Copy of email transmission of demand letter.

Midwest has recently bounced a cheque for \$36,810.01 payable to Delmar and, after promising that a cheque for \$287,000 was "in the mail", acknowledged that no payment could be made. On November 15, 2018 Midwest advised our client that it no longer was in a position to pay any of its obligations.

Our client understands that there is a surety bond in place under which the North Dakota Public Services Commission is the obligee (the "Bond") on behalf of parties such as Delmar who are unpaid creditors of Midwest. Please confirm by return that this letter and its enclosures are sufficient to constitute the submission of a claim by Delmar under the Bond and that the same will be addressed under the terms of the Bond and applicable North Dakota



**THOMPSON  
DORFMAN  
SWEATMAN**

law. Based upon my conversation last week with Mr. Konrad Crockford, I understand that Chapters 60-02, 60-02.1 and 60-04 of the North Dakota statute law would apply.

Please provide me a copy of the Bond and your advice as to whether anything further is required from our client in regard to this claim. I understand from Mr. Crockford that a fund will be established from the proceeds of the Bond, potentially from proceeds of a second bond in respect fo two warehouse facilities owned by Midwest, from proceeds of the sale of grain held in those warehouses, from collection of Midwest's accounts receivable and from any insurance proceeds which may be payable in respect of water damage to the grain stored in the warehouses (the "Fund"). Please provide details of the Fund referred to above.

Finally, please advise as to the process of evaluating and settling claims such as this one submitted by Delmar. Thank you.

Yours truly,

THOMPSON DORFMAN SWEATMAN LLP

Per:

A. J. Stacey

AJS  
Encl.  
cc. Konrad Crockford  
Dale Heide  
Keith Friesen



# Delmar

## Commodities

Page: 1

Date: 2018-11-15

**Customer:**

11620  
MIDWEST GRAIN TRADING

PO BOX 183

LEEDS ND 58346

Credit Limit: Unlimited  
Payment Terms: Net 30  
Finance Charge Currency Amount \$0.00

Currency: USD

Document No.	Date	Description	Debit	Credit	Balance
HO112445	2018-10-29	SLS HO112445	\$36,810.01		\$36,810.01
PYT0006642	2018-10-29	PMT Ck From Nodak Grain		\$0.00	\$36,810.01
SLS001178	2018-11-01	SLS 204,305 x .07 = \$14,301.35	\$14,301.35		\$51,111.36
HO112540	2018-11-07	SLS HO112540	\$287,931.11		\$339,042.47
SLS001187	2018-11-07	SLS Extra Freight Charge	\$600.00		\$339,642.47
HO112619	2018-11-15	SLS HO112619	\$258,437.47		\$598,079.94

Balance Due

\$598,079.94

USD

SLS Sales / Invoices  
SCH Scheduled Payments  
DR Debit Notes

FIN Finance Charges  
SVC Service / Repairs  
WRN Warranties

CR Credit Notes  
RTN Returns  
PMT Payments

Current  
\$598,079.94

0 - 30 Days  
\$0.00

31 - 60 Days  
\$0.00

61 - 90 Days  
\$0.00



THOMPSON  
DORFMAN  
SWEATMAN

Writer's Name  
Direct Telephone  
E-mail Address  
Direct Fax

Art Stacey  
204-934-2537  
ajs@tdslaw.com  
204-934-0537

Legal Assistant  
Direct Telephone  
E-mail Address

Tracey Lev  
204-934-2589  
tlev@tdslaw.com

November 16, 2018

BY E-MAIL

Midwest Grain Trading  
P.O. Box 183  
Leeds, North Dakota  
58346

Attention: Hunter Hanson

Dear Sir:

Re: Account of Delmar Commodities Ltd.  
Our Matter No. 0081321 AJS

We act for Delmar Commodities Ltd. ("Delmar"). Our client has provided us with the attached Statement of its Account with Midwest Grain Trading. We are advised that the second item in the statement reflects that a cheque sent in payment of the debt of \$36,810.01 was returned by your bank for insufficient funds. Further, we are advised that despite promises of payment from Midwest Grain Trading no further payments have been received.

On behalf of Delmar we hereby demand immediate payment in full of your indebtedness due to Delmar, being the sum of \$598,079.94 (USD). If this amount is not paid immediately Delmar will take all remedies available to it at law.

Yours truly,

THOMPSON DORFMAN SWEATMAN LLP

Per:

A. J. Stacey

AJS  
cc. Dale Heide  
Keith Friesen

## Art Stacey

---

**From:** Art Stacey  
**Sent:** Friday, November 16, 2018 4:47 PM  
**To:** Hunter.midwestgraintrading@gmail.com  
**Cc:** Dale Heide; Keith Friesen  
**Subject:** Account of Delmar Commodities Ltd.  
**Attachments:** ajs-midwest20181116.pdf

Please see the attached demand letter.



1700 - 242 Hargrave Street  
Winnipeg, Manitoba R3C 0V1

**Art Stacey**  
Partner  
P: 204-934-2537  
F: 204-934-0537  
E: [ajs@tdslaw.com](mailto:ajs@tdslaw.com)  
W: [tdslaw.com/ajs](http://tdslaw.com/ajs)



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## Crockford, Konrad S.

---

**From:** Keith Friesen <Keith@delmarcommodities.com>  
**Sent:** Tuesday, November 20, 2018 14:11  
**To:** Crockford, Konrad S.; Art Stacey; Nitschke, Darrell D.  
**Cc:** Dale Heide; Jeffcoat-Sacco, Illona  
**Subject:** RE: Midwest Grain Trading / Claim of Delmar Commodities Ltd.  
**Attachments:** 20181120140610535.pdf

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OK, I will work on sending the information over to you that you need. I will send it in a series of emails as I group the information as clearly as I can!

Starting with the attached info regarding the NSF check settlement.

- Copy of NSF check
- Delmar's invoice that we create AFTER we receive settlement ( in order to match properly )
- Midwest/Nodaks settlement/assembly
- Midwest Scale ticket and Delmar BOL for each of the 5 loads ( 1 was split into 2 ).

**From:** Crockford, Konrad S. [mailto:kcrockford@nd.gov]  
**Sent:** November 20, 2018 1:09 PM  
**To:** Art Stacey; Nitschke, Darrell D.  
**Cc:** Dale Heide; Keith Friesen; Jeffcoat-Sacco, Illona  
**Subject:** RE: Midwest Grain Trading / Claim of Delmar Commodities Ltd.

Mr. Stacey,

Thank you for providing us with Delmar Commodities Ltc. claim information against Midwest Grain Trading. After reviewing the documents that were attached staff will require additional information. Please send us copies any of the following applicable information as it relates to this claim:

Scale Tickets  
Settlement/Assembly Sheets  
Purchase Contracts  
Credit-Sale Contracts  
NSF/Canceled Checks  
Any other information to support the claim (i.e email corresponded, etc.)

Additionally, please provide us with information if a grain broker was used to help set up the contracts.

You may send this via email, but we will also request it to be sent hard copy as well.

Thanks,

Konrad Crockford  
Director of Compliance



Public Service Commission

**From:** Art Stacey [mailto:[AJS@tdslaw.com](mailto:AJS@tdslaw.com)]  
**Sent:** Monday, November 19, 2018 17:27  
**To:** Nitschke, Darrell D. <[dnitschk@nd.gov](mailto:dnitschk@nd.gov)>  
**Cc:** Crockford, Konrad S. <[kcrockford@nd.gov](mailto:kcrockford@nd.gov)>; Dale Heide <[Dale@DelmarCommodities.com](mailto:Dale@DelmarCommodities.com)>; Keith Friesen <[Keith@delmarcommodities.com](mailto:Keith@delmarcommodities.com)>  
**Subject:** Midwest Grain Trading / Claim of Delmar Commodities Ltd.

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Mr. Nitschke: please see letter and enclosures attached. Hard copies are being sent via courier.  
Thank you.



**THOMPSON  
DORFMAN  
SWEATMAN**

Art Stacey

Partner

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E: [ajs@tdslaw.com](mailto:ajs@tdslaw.com)

W: [tdslaw.com/ajs](http://tdslaw.com/ajs)

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Winnipeg, Manitoba R3C 0V1

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71787 BUSINESS SERVICE CENTRE (71787)  
 P.O. BOX 3700 STATION MAIN  
 WINNIPEG MN R3C 0A7

Date:  
 Advice Number:  
 Account Number:



Image(s) for advice 1561-C

Nov-7-2018  
 1561-C

**RETURNED ITEM ADVICE**

Non-Negotiable

NODAK GRAIN  
 HUNTER HANSON  
 PO BOX 748  
 DEVILS LAKE ND 58301  
 (701) 381-1022

77 503  
 915

1004

DATE 10-29-18

PAY TO THE ORDER OF Delmar Commodities \$ 36,810.01

thirty six thousand eight hundred and one dollars & 01/100 DOLLARS

215 HWY 2 SW  
 RUGBY, ND 58368  
 701-7762700

MEMO

Hunter Hanson

⑈001004⑈

Sequence No. 000020500 Amount: 36,810.01

ENDORSE HERE

For Deposit Only  
 Delmar Commodities Ltd.

CHECK HERE, IF MOBILE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

RESERVED FOR FRIEDLAND INSTRUMENTS USE

71  
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Sequence No. 000020500 Amount: 36,810.01

The 'Non-Negotiable' stamp was added to the item images for the purpose of this advice.



Invoice	HO112445
Date	2018-10-29
Page	1

2 - 915 Navigator Road  
Winkler MB R6W 0L7

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship To:**

Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby ND 58368

KT 102918 10/ 2018-10-29 2:54:10 PM 36,798

Customer ID	Shipping Method		Salesperson	Payment Terms	Due Date	Currency	
11620	GUENTHER		HEAD OFFICE	Net 30	2018-11-28	USD	
PO Number	Load No.	Ticket #	Net Qty.	Description	Discount	Unit Price	Ext. Price
1287	D0014370	S1554372	1,092.94 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.00	\$7.20	\$7,869.17
1289/1290	D0013514	S1554373	1,199.20 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.00	\$7.20	\$8,634.24
002	D0014371	S1554389	1,069.59 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.00	\$7.20	\$7,701.05
012	D0014372	S1554401	867.46 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.00	\$7.20	\$6,245.71
022	D0014373	S1554409	879.09 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.00	\$7.20	\$6,329.45
			1.00 Unit	Rounding Contract # -	\$0.00	\$30.39	\$30.39

Subtotal	\$36,810.01
Tax	\$0.00
Total	\$36,810.01
Prepay	\$0.00
Payment	\$0.00
Terms Taken	\$0.00
On Acct	\$36,810.01

Please make cheques payable to Delmar Commodities Ltd.

# NoDak Grain

## Estimate

Estimate No: 36  
 Date: 10/29/2018  
 For: Delmar Commodities  
 2-915 Navigator Rd Winkler, MB R6W 0L7

218 4th st sw suite 1  
 Devils Lake, ND 58301  
 nodakgrain@gmail.com  
 www.nodakgrain.com  
 701-662-1054

Description	Quantity	Rate	Amount
Yellow peas 002 ✓	1,069.58	29.109 ✓ \$7.20	\$7,700.98
Yellow Peas 012 ✓	867.9	23.620 ✓ \$7.20	\$6,248.88
Yellow Peas 022 ✓	879.09	23.925 ✓ \$7.20	\$6,329.45
Yellow Peas 1287 ✓	1,092.38	29.729 ✓ \$7.20	\$7,865.14
Yellow Peas 1289 ✓	869.55	} 32.755 ✓ \$7.20	\$6,260.76
Yellow Peas 1290 ✓	334		\$7.20
		Subtotal	\$36,810.01
		Total	\$36,810.01
<b>Total</b>			<b>\$36,810.01</b>

8665.56

Cheque 1004  
 Bounced



# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0014371 ✓
Date	2018-09-05
Rail Car Num	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

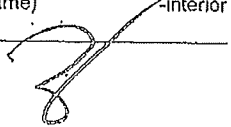
**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0014371	11620	HO301542	S1554389 /	GUENTHER	2018-09-05
Scale Weight KG	Net	Item #	Description		
29,215	1,061.660 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulations it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- |  |   |
|--|---|
| Tractors: -Bumpers/Tires/Rims<br>-Fuel Tank Area<br>-Undercarriage (frame) | Trailer(s): -Fifth Wheel area (Incl. skplate area)<br>-Exterior (all sides and undercarriage)<br>-Interior of trailer/Framework |
|--|---|

Signed: \_\_\_\_\_  


Settlement Adjustments	0.00
Dockage	1.10
Moisture	13.00
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References Xport 572-4543548-2

I hereby acknowledge by signing below that I have inspected my trailer(s) & have deemed them to be clean of any form of contaminant (other grain: fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Paul

Drivers Signature: 

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_

Employee Signature: 



2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0014372
Date	2018-09-06
Rail Car Num.	

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract - Assembly	Ticket #	Ship Method	Ship Date
D0014372	11620	HO301542	S1554401	GUENTHER	2018-09-06
Scale Weight KG	Net	Item #	Description		
23,788	865.320 BU	13-0220	Peas - Yellow 2 CAN		

**WAREHOUSE SCALE TICKET**  
This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

**BUYER**  **SELLER**

**TICKET NO. 012**

**NoDAK GRAIN**  
5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer: Dineen  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity Yellow Peas  
GRADE H12 DKT \_\_\_\_\_  
TW 63.5 CCL \_\_\_\_\_  
DOCK 1.2 HV \_\_\_\_\_  
M 32.14.0 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B 1.5 STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

09/06/2018 01:09PM  
Gross 80420 lb R 60 LB/BU 800.67 BU  
T 27580 lb 1.2 STONE 10.57 BU  
N 52840 lb 0.3 STONE 2.20 BU  
NET 667.90 BU (607.90 NET BU)

DRIVER: ON  OFF  WILLIE  
Weighed By DD

367,653 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1-800-346-4870

Lot #:

Additional References Xport 572-4544639-8

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain; fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: \_\_\_\_\_  
Drivers Signature: Deann Hawder

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: \_\_\_\_\_  
Employee Signature: [Signature]

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0014372 ✓
Date	2018-09-06
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

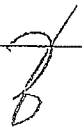
**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0014372	11620	HO301642	S1554401 ✓	GUENTHER	2018-09-06
Scale Weight (KG)	Net	Item #	Description		
23,788	865,320 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulations it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area                              -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)                      -Interior of trailer/Framework

Signed: \_\_\_\_\_  


Settlement Adjustments	0.00
Package	1.00
Moisture	14.00
Other	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

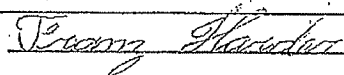
Vehicle License No.:

Lot #:

Additional References      Xport 572-4544639-8

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: \_\_\_\_\_

Drivers Signature: 

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: \_\_\_\_\_

Employee Signature: 

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0014373
Date	2018-09-07
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract - Assembly	Ticket #	Ship Method	Ship Date
D0014373	11620	HO301542	S1554409	GUENTHER	2018-09-07
Scale Weight KG	Net	Item #	Description		
24,073	877.450 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulations it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Trailer(s) - Fifth Wheel area (incl. skplate area)
- Exterior (all sides and undercarriage)
- Interior of trailer/Framework

**WAREHOUSE SCALE TICKET**  
This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

**NoDAK GRAIN**  
5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Commodity Yellow Peas  
GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW \_\_\_\_\_ CCL \_\_\_\_\_  
DOCK \_\_\_\_\_ HV \_\_\_\_\_  
M 128 \_\_\_\_\_ FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

BUYER  \_\_\_\_\_  
SELLER  \_\_\_\_\_

TICKET NO. 022

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

81000 lb 12:24PM SCALE 9  
27560 lb 12:44PM SCALE 6

09/07/2018 12:44PM  
Grain 3 YELLOW PEAS  
G 81000 lb R 60 LB/BU 890.00 BU  
T 27560 lb 3.3 MOIST 11.58 BU  
N 53440 lb 0.0 MOIST 0.00 BU  
% MOISTURE 12.8 870.00 NET BU  
% FM 0.000

GROSS \_\_\_\_\_  
TARE \_\_\_\_\_  
NET \_\_\_\_\_

DRIVER: ON  OFF  \_\_\_\_\_  
Weighed By \_\_\_\_\_

397,653 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1-800-346-4870

I hereby acknowledge by signing below that I have inspected my trailer and have deemed them to be clean of any form of contaminant (other grain, fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: \_\_\_\_\_  
Drivers Signature: Jeremy Haeder

contains a true and correct copy of the bill of lading and that the truck is not overloaded

Employee Name: \_\_\_\_\_  
Employee Signature: [Signature]



2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0014373 ✓
Date	2018-09-07
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0014373	11620	HO301542	S1554409 ✓	GUENTHER	2018-09-07
Scale Weight KG	Net	Item #	Description		
24,073	877.450 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. splate area)  
 -Fuel Tank Area                              -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)                      -Interior of trailer/Framework

Signed: \_\_\_\_\_  


Settlement Adjustments	0.00
Dockage	0.80
Moisture	13.70
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References      Xport 572-4545834-4

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain: fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: \_\_\_\_\_

Drivers Signature: Travis Harder

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_

Employee Signature: [Signature]

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0014370
Date	2018-09-04
Rail Car Num.	

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract - Assembly	Ticket #	Ship Method	Ship Date
D0014370	11620	HO301542	S1554372	GUENTHER	2018-09-04
Scale Weight KG	Net	Item #	Description		
30,000	1,094.590 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulations: It is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

**WAREHOUSE SCALE TICKET**  
This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 1287

**NoDAK GRAIN**  
2373 65-1/2 St. N.E.  
Rugby, ND 58368  
Phone: 701-776-5117

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity \_\_\_\_\_  
GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW \_\_\_\_\_ CCL \_\_\_\_\_  
DOCK \_\_\_\_\_ HV \_\_\_\_\_  
M \_\_\_\_\_ FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

GROSS \_\_\_\_\_  
TARE \_\_\_\_\_  
NET \_\_\_\_\_

09/04/2018 11:11 AM  
Grade: Yellow Peas  
B 20940 lb R 2010/201 1107.33 BU  
T 5000 lb 1.3 2000K 24.00 BU  
N 20940 lb 0.0 2000K 0.00 BU  
1022.33 BU

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

367,056 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1-800-346-4870

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain, fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Carroll  
Drivers Signature: [Signature]

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: \_\_\_\_\_  
Employee Signature: [Signature]

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0014370 ✓
Date	2018-09-04
Rail Car Num.	

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

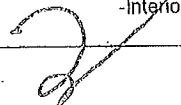
RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading	Customer ID	Contract Assembly	Trailer	Ship Method	Ship Date
D0014370	11620	HO301542	S1554372 ✓	GUENTHER	2018-09-04
Scale Weight KG	Net	Item	Description		
30,000	1,094.590 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: It is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. splate area)  
 -Fuel Tank Area                      -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)              -Interior of trailer/Framework

Signed: \_\_\_\_\_



Settlement Adjustments	0.00
Dockage	0.70
Moisture	14.30
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References      Xport 572-4542771-1

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain, fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: C. [Signature]

Drivers Signature: [Signature]

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: [Signature]

Employee Signature: [Signature]

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0013514
Date	2018-09-04
Rail Car Num.	

**WAREHOUSE SCALE TICKET**  
This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. **1289**

### NoDAK GRAIN

2373 65-1/2 St. N.E.  
Rugby, ND 58368  
Phone: 701-776-5117

Commodity \_\_\_\_\_

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW \_\_\_\_\_ CCL \_\_\_\_\_

DOCK \_\_\_\_\_ HV \_\_\_\_\_

M \_\_\_\_\_ FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM \_\_\_\_\_ DON \_\_\_\_\_

Customer \_\_\_\_\_

Contract No. \_\_\_\_\_

Grain Origin \_\_\_\_\_

Carrier \_\_\_\_\_

B/L \_\_\_\_\_

09/04/2018 01:53PM  
Grain 3 Yellow Per  
Q 80080 lb R 60 Lb/Dn 001.00 Bl  
T 27220 lb 1.3 XDTCK 11.45 Bl  
H 52860 lb 0.0 XDRK 0.00 Bl  
GROSS  
TARE  
NET  
% MOISTURE 13.5 % FN 0.000

ROMANVILLE

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

367,056 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1-800-346-4870

Ship Date	2018-09-04
-----------	------------

al inspection fo

.00  
.60  
.00  
.00

**WAREHOUSE SCALE TICKET**  
This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. **1290**

### NoDAK GRAIN

2373 65-1/2 St. N.E.  
Rugby, ND 58368  
Phone: 701-776-5117

Commodity \_\_\_\_\_

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW \_\_\_\_\_ CCL \_\_\_\_\_

DOCK \_\_\_\_\_ HV \_\_\_\_\_

M \_\_\_\_\_ FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM \_\_\_\_\_ DON \_\_\_\_\_

Customer \_\_\_\_\_

Contract No. \_\_\_\_\_

Grain Origin \_\_\_\_\_

Carrier \_\_\_\_\_

B/L \_\_\_\_\_

7150 lb 02/10/68 SCALE S  
GROSS  
TARE  
NET

contains a true ar  
k, and that the truc



2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0013514 ✓
Date	2018-09-04
Rail Car Num	

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract Assembly	Ticket #	Ship Method	Ship Date
D0013514	11620	HO301542	S1554373 ✓	GUENTHER	2018-09-04
Scale Weight (KG)	Net	Item #	Description		
30,760	1,123,460 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims  
-Fuel Tank Area  
-Undercarriage (frame)
- Trailer(s): -Fifth Wheel area (incl. splate area)  
-Exterior (all sides and undercarriage)  
-Interior of trailer/Framework

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	0.60
Moisture	13.00
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References Xport 572-4540410-8

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other than fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: \_\_\_\_\_

Drivers Signature: \_\_\_\_\_

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

## Crockford, Konrad S.

---

**From:** Keith Friesen <Keith@delmarcommodities.com>  
**Sent:** Tuesday, November 20, 2018 14:33  
**To:** Crockford, Konrad S.; Art Stacey; Nitschke, Darrell D.  
**Cc:** Dale Heide; Jeffcoat-Sacco, Illona  
**Subject:** RE: Midwest Grain Trading / Claim of Delmar Commodities Ltd.  
**Attachments:** 20181120142553380.pdf; Re: Old loads / settlements

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

This next attachment is in regards the last settlement/assembly we received. We never did receive the actual check on this one though. I will send this settlement in a series of emails in order to hopefully keep the file sizes low enough to work for everyone.

So this attachment is the Midwest settlement/assembly and matching Delmar invoice ( again created after we received the settlement so we can match properly ). Please note any handwriting on the Midwest settlement is from our grain clerks as they reconcile the settlements after we receive them. Also note, on this settlement, Hunter decided to discount us quite heavily due to the product not meeting his standards ( high fm ). While I do not agree with this ( high fm was not a factor on the contract ) I was not in a position to fight him on it at that point as I was already quite worried that his situation was “deteriorating”!

The respective scale tickets and BOLS will be on the next 3 emails.

I also attached an email conversation in regards to “both checks”. He was referring to the replacement check for the one that bounced, and the check to cover this settlement.

# NoDak Grain

## Estimate

Estimate No: 1  
 Date: 07/02/2018  
 For: Delmar Commodities  
 2-915 Navigator Rd Winkler, MB R6W 0L7

218 4th st sw suite 1  
 Devils Lake, ND 58301  
 nodakgrain@gmail.com  
 www.nodakgrain.com  
 701-662-1054

Description	Quantity	Rate	Amount
Yellow Peas 157 29.837'	1,028.36	27.987 / \$6.70 -.42	\$6,890.01
Yellow Peas 158 30.155'	1,028.22	27.983 / \$6.70 -.42	\$6,889.07
Yellow Peas 159 29.484'	1,001	27.215 / \$6.70 -.42	\$6,706.70
Yellow Peas 160 30.309'	973.35	26.490 / \$6.70 -.42	\$6,521.45
Yellow Peas 161 28.431'	968.93	26.370 / \$6.70 -.42	\$6,491.83
Yellow Peas 162 27.606'	937.24	25.507 / \$6.70 -.42	\$6,279.51
Yellow Peas 163 29.121'	981.73	26.718 / \$6.70 -.42	\$6,577.59
Yellow Peas 164 28.014'	960.88	26.151 / \$6.70 -.42	\$6,437.90
Yellow Peas 165 31.652'	1,078.1	29.341 / \$6.70 -.42	\$7,223.27
Yellow Peas 166 33.303'	1,068.88	27.090 / \$6.70 -.42	\$7,161.50
Yellow Peas 167 29.084'	992.79	27.019 / \$6.70 -.42	\$6,651.69
Yellow Peas 168 27.061'	907.83	24.707 / \$6.70 -.42	\$6,082.46
Yellow Peas 169 28.068'	968.42	26.356 / \$6.70 -.42	\$6,488.41
Yellow Peas 131 29.220'	1,044.68	28.431 / \$7.20 -	\$7,521.70
Yellow Peas 133 31.162'	1,062.56	28.918 / \$6.70 -.42	\$7,119.15



Description	Quantity	Rate	Amount
Yellow Peas 137 29.438'	976.75	26.583 / \$6.70 -.42	\$6,544.23
Yellow Peas 138 31.334'	1,151	31.325 / \$7.20 /	\$8,287.20
Yellow Peas 139 28.821'	982.75	26.746 / \$6.70 -.42	\$6,584.43
Yellow Peas 142 29.429'	981.85	26.721 / \$6.70 -.42	\$6,578.40
Yellow Peas 143 32.550'	1,114.67	30.336 / \$6.70 -.42	\$7,468.29
Yellow Peas 144 30.436'	1,026.63	27.940 / \$6.70 -.42	\$6,878.42
Yellow Peas 145 28.096'	900.7	24.513 / \$6.70 -.42	\$6,034.69
Yellow Peas 148 30.999'	1,034.21	28.146 / \$6.70 -.42	\$6,929.21
Yellow Peas 150 27.787'	924.01	25.147 / \$6.70 -.42	\$6,198.87
Yellow Peas 151 29.964'	1,021.73	27.807 / \$6.70 -.42	\$6,845.59
Yellow Peas 030 29.057'	892.56	24.291 / \$6.70 -.42	\$5,980.15
Yellow Peas 075 29.021'	1,066.33	29.021 / \$6.70 -.42	\$7,144.41
Yellow Peas 080 30.790'	1,115.49	30.358 / \$6.70 -.42	\$7,473.78
Yellow Peas 084 34.836'	1,280	34.836 / \$6.70 -.42	\$8,576.00
Yellow Peas 085 24.929'	915.08	24.904 / \$6.70 -.42	\$6,131.04
Yellow Peas 087 29.874'	962.66	26.199 / \$6.70 -.42	\$6,449.82
Yellow Peas 094 30.137'	995.49	27.093 / \$6.70 -.42	\$6,669.78
Yellow Peas 095 32.514'	1,197	32.577 / \$6.70 -.42	\$8,019.90
Yellow Peas 102 31.334'	1,021.23	27.793 / \$6.70 -.42	\$6,842.24
Yellow Peas 103 32.967'	1,211	32.958 / \$6.70 -.42	\$8,113.70
Yellow Peas 110 30.527'	1,121	30.508 / \$6.70 -.42	\$7,510.70
Yellow Peas 111 29.429'	955.36	26.000 / \$6.70 -.42	\$6,400.91
Yellow Peas 119 29.946'	1,100	29.937 / \$6.70 -.42	\$7,370.00
Yellow Peas 120 24.548'	759.48	20.669 / \$6.70 -.42	\$5,088.52
Yellow Peas 121 29.166'	847.69	23.070 / \$6.50 -.62	\$5,509.99

Description	Quantity	Rate	Amount
Yellow Peas 128	356.674 ✓ 1,221	33.230 \$6.50	2318.38 ✓ \$7,936.50
Yellow Peas 130	30.037 ✓ 1,103	30.019 ✓ \$6.70	\$7,390.10 ✓
Subtotal			\$287,991.11
Discount			\$60.00
TAX 0% (\$287,931.21)			\$0.00
Total			\$287,931.11
<b>Total</b>			<b>\$287,931.11</b>



Invoice	HO112540
Date	2018-11-07
Page	1

2 - 915 Navigator Road  
Winkler MB R6W 0L7

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship To:**

Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby ND 58368

KT MIDWEST 2018-11-07 12:06:25 PM 37,515

Customer ID	Shipping Method	Salesperson	Payment Terms	Due Date	Currency		
11620	BP GRAIN	HEAD OFFICE	Net 30	2018-12-07	USD		
PO Number	Load No.	Ticket #	Net Qty.	Description	Discount	Unit Price	Ext. Price
138	D0015130	HO1550859	1,147.88 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.00	\$7.20	\$8,264.74
150	D0015167	OL1550001	924.00 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,190.80
148	D0015179	OL1550002	1,034.23 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,929.34
030	D0014603	S1554424	892.56 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$5,980.15
075	D0014783	S1554458	1,066.34 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$7,144.48
080	D0014784	S1554471	1,115.50 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$7,473.85
085	D0014787	S1554481	915.06 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,130.90
084	D0014786	S1554483	1,280.00 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$8,576.00
087	D0014785	S1554484	962.67 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,449.89
094	D0014793	S1554491	995.50 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,669.85
095	D0014789	S1554493	1,197.00 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$8,019.90
102	D0014794	S1554506	1,021.23 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,842.24
103	D0014790	S1554507	1,210.12 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$8,107.80
110	D0014791	S1554518	1,121.67 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$7,515.19
111	D0014806	S1554519	955.90 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,404.53



Invoice	HO112540
Date	2018-11-07
Page	2

2 - 915 Navigator Road  
Winkler MB R6W 0L7

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship To:**

Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby ND 58368

Customer ID		Shipping Method		Payment Terms	Due Date		
11620		BP GRAIN		Net 30	2018-12-07		
PO Number	Load No.	Ticket #	Net Qty.	Description	Discount	Unit Price	Ext. Price
120	D0015020	S1554538	759.47 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$5,088.45
119	D0014792	S1554537	1,100.33 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$7,372.21
121	D0014807	S1554539	847.69 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.62	\$7.12	\$5,509.99
128	D0015021	S1554551	1,221.00 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.62	\$7.12	\$7,936.50
130	D0015022	S1554552	1,103.67 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$7,394.59
131	D0015025	S1554554	1,045.74 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.00	\$7.20	\$7,529.33
139	D0015011	S1554555	982.74 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,584.36
133	D0015010	S1554558	1,062.57 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$7,119.22
137	D0015023	S1554562	976.74 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,544.16
142	D0015024	S1554568	981.85 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,578.40
143	D0015013	S1554569	1,114.68 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$7,468.36
144	D0015026	S1554570	1,026.63 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,878.42
145	D0015012	S1554577	901.24 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,038.31



Invoice	HO112540
Date	2018-11-07
Page	3

2 - 915 Navigator Road  
Winkler MB R6W 0L7

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship To:**

Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby ND 58368

Customer ID		Shipping Method		Payment Terms		Due Date	
11620		BP GRAIN		Net 30		2018-12-07	
PO Number	Load No.	Ticket #	Net Qty.	Description	Discount	Unit Price	Ext. Price
157	D0015212	S1554610	1,028.35 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,889.95
162	D0015275	S1554614	937.26 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,279.64
158	D0015202	S1554621	1,028.23 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,889.14
159	D0015213	S1554625	1,001.02 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,706.83
161	D0015205	S1554634	969.44 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,495.25
163	D0015214	S1554637	982.27 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,581.21
164	D0015276	S1554639	960.37 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,434.48
165	D0015203	S1554644	1,078.11 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$7,223.34
166	D0015204	S1554645	1,069.49 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$7,165.58
168	D0015206	S1554651	907.81 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,082.33
167	D0015215	S1554652	992.78 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,651.63
169	D0015277	S1554653	968.41 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,488.35
151	D0015181	W1552218	1,021.72 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,845.52
160	D0015182	W1552219	973.34 BU	Peas - Yellow 2 CAN Contract # - HO301542	\$0.42	\$7.12	\$6,521.38
			1.00 Unit	Rounding Contract # -	\$0.00	-\$65.48	-\$65.48

Subtotal	\$287,931.11
Tax	\$0.00
Total	\$287,931.11
Prepay	\$0.00
Payment	\$0.00
Terms Taken	\$0.00
On Acct	\$287,931.11

Please make cheques payable to Delmar Commodities Ltd.

**Crockford, Konrad S.**

---

**From:** Hunter Hanson <hunter.midwestgraintrading@gmail.com>  
**Sent:** Wednesday, November 07, 2018 09:53  
**To:** Keith Friesen  
**Subject:** Re: Old loads / settlements

It was witten out of the wrong account shoulda been out of the nodak grain account. Both checks where sent out yesterday

On Wednesday, November 7, 2018, Keith Friesen <[Keith@delmarcommodities.com](mailto:Keith@delmarcommodities.com)> wrote:

Hey guys, check that I picked up the other day for 38k bounced. Please advise what the plan is asap.

Also, after going over the settlement that was faxed over yesterday, I see we are still missing the following OLD loads. Please advise what the plan is on these. Thanks.

Aug 24 – 1054

Aug 27 – 1057

Aug 28 – 1060

Aug 29 – 1063

Sept 17 - 086

 **Delmar**  
Commodities Keith Friesen

Delmar Commodities Ltd. | PH. 204.331.3696

TXT. 204.362.2985 [keith@delmarcommodities.com](mailto:keith@delmarcommodities.com)

--  
Hunter Hanson  
CEO  
MidWest Grain Trading

## Crockford, Konrad S.

---

**From:** Keith Friesen <Keith@delmarcommodities.com>  
**Sent:** Tuesday, November 20, 2018 14:33  
**To:** Crockford, Konrad S.; Art Stacey; Nitschke, Darrell D.  
**Cc:** Dale Heide; Jeffcoat-Sacco, Illona  
**Subject:** RE: Midwest Grain Trading / Claim of Delmar Commodities Ltd.  
**Attachments:** 20181120142637893.pdf

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Ticket/bol attachment # 1

**From:** Keith Friesen  
**Sent:** November 20, 2018 2:33 PM  
**To:** 'Crockford, Konrad S.'; 'Art Stacey'; 'Nitschke, Darrell D.'  
**Cc:** Dale Heide; 'Jeffcoat-Sacco, Illona'  
**Subject:** RE: Midwest Grain Trading / Claim of Delmar Commodities Ltd.

This next attachment is in regards the last settlement/assembly we received. We never did receive the actual check on this one though. I will send this settlement in a series of emails in order to hopefully keep the file sizes low enough to work for everyone.

So this attachment is the Midwest settlement/assembly and matching Delmar invoice ( again created after we received the settlement so we can match properly ). Please note any handwriting on the Midwest settlement is from our grain clerks as they reconcile the settlements after we receive them. Also note, on this settlement, Hunter decided to discount us quite heavily due to the product not meeting his standards ( high fm ). While I do not agree with this ( high fm was not a factor on the contract ) I was not in a position to fight him on it at that point as I was already quite worried that his situation was "deteriorating"!

The respective scale tickets and BOLS will be on the next 3 emails.

I also attached an email conversation in regards to "both checks". He was referring to the replacement check for the one that bounced, and the check to cover this settlement.



**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not Negotiable. It must be converted into cash, non-credit sale contract, credit sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. **157**

**NODAK GRAIN**

5037 91st Ave NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer: DeLano

Contract No: \_\_\_\_\_

Grain Origin: \_\_\_\_\_

Carrier: \_\_\_\_\_

B/L: \_\_\_\_\_

Commodity: Yellow Pea

97900 lb 10:19AM SCALE D 1

32120 lb 11:19AM SCALE S 1 GROSS

GRADE: \_\_\_\_\_ DKT: \_\_\_\_\_

TW: 6.2 CCL: \_\_\_\_\_

DOCK: 6.2 HV: \_\_\_\_\_

M: 13.0 FN: \_\_\_\_\_

PRO: \_\_\_\_\_ ERG: \_\_\_\_\_

S&B: \_\_\_\_\_ STONE: \_\_\_\_\_

EM: \_\_\_\_\_ DON: \_\_\_\_\_

10/02/2018 11:19AM

Grain: 3 Yellow Pea

G 97900 lb R 60 LB/BU 1096.33 BU

T 32120 lb 6.2 %DOCK 67.97 BU

N 65780 lb 0.0 %SHR 0.00 BU

29.837 1020.36 NET BU

% MOISTURE 13.0 % FM 0.000

TARE

NET

DRIVER: ON  OFF  WHEEL

Weighed By: \_\_\_\_\_

987-6531 • Viking Lumber Co. • P.O. Box 100 • Fargo, ND 58103 • 701-785-4670

D20 15212

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0015212 ✓
Date	2018-10-02
Rail Car Num.	

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0015212	11620	HO301542	S1554610 ✓	GUENTHER	2018-10-02
Scale Weight KG	Net	Item #	Description		
29,371	1,066.250 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- |           |                        |             |   |
|-----------|------------------------|-------------|---|
| Tractors: | -Bumpers/Tires/Rims    | Trailer(s): | -Fifth Wheel area (incl. skplate area)  |
|           | -Fuel Tank Area        |             | -Exterior (all sides and undercarriage) |
|           | -Undercarriage (frame) |             | -interior of trailer/Framework          |

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	1.20
Moisture	13.60
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References Xport 572-4559541-8

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain: fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: \_\_\_\_\_

Drivers Signature: *Brian Handman*

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: \_\_\_\_\_

Employee Signature: *[Signature]*

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not Negotiable. It must be converted into cash, noncredit sale contract, credit sale contract, or warehouse receipt within 90 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 158

**NODAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity Wheat

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW 63.7 CCL \_\_\_\_\_  
DOCK 7.2 HV \_\_\_\_\_  
M 13.5 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

GROSS \_\_\_\_\_  
TARE \_\_\_\_\_  
NET \_\_\_\_\_  
30.155

DRIVER: ON  OFF

Weighted By: \_\_\_\_\_

30.155  
DDP 15202

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0015202 /
Date	2018-10-02
Rail Car Num	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

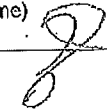
**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0015202	11620	HO301542	S1554621	BP GRAIN	2018-10-02
Scale Weight KG	Net	Item #	Description		
30,005	1,095.880 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. siplate area)
- Fuel Tank Area   -Exterior (all sides and undercarriage)
- Undercarriage (frame)                               -interior of trailer/Framework

Signed: \_\_\_\_\_  


Settlement Adjustments	0.00
Dockage	0.60
Moisture	13.40
Splits	0.00

Comments:

*DBV 050  
TC 9844 MB*

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References      Xport 572-4559820-0

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain, fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Cory Cabernel

Drivers Signature: \_\_\_\_\_

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_  


**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 159

*Dulmar*

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity Yellow Pea

97420 lb 11:14AM SCALE S 1  
32420 lb 11:34AM SCALE S 1 GROSS

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW 63.0 CCL \_\_\_\_\_

DOCK 7.6 HV \_\_\_\_\_

M 13.3 FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM \_\_\_\_\_ DON \_\_\_\_\_

10/03/2018 11:34AM

Grain 3 Yellow Pea

G 97420 lb R 60 LB/DU 1083.13 BU

T 32420 lb 7.6 %DOCK 62.35 BU

N 65000 lb 0.0 %SHR 0.00 BU

29.484 1001.00 NET BU

% MOISTURE 13.3 % FM 0.000

TARE  
NET

DRIVER: ON  ORR  ORRVILLE

Weighed By \_\_\_\_\_

*D2215 213*



2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0015213 ✓
Date	2018-10-03
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0015213	11620	HO301542	S1554625 /	GUENTHER	2018-10-03
Scale Weight (Kg)	Net	Item #	Description		
29,285	1,067,430 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- |                               |  |
|-------------------------------|--|
| Tractors: -Bumpers/Tires/Rims | Trailer(s): -Fifth Wheel area (incl. skplate area) |
| -Fuel Tank Area               | -Exterior (all sides and undercarriage)            |
| -Undercarriage (frame)        | -interior of trailer/Framework                     |

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	0.80
Moisture	13.80
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain: fertilizer, etc.) that may affect the quality of the product being transported as above.

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Drivers Name: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Drivers Signature: Francis Shuster

Employee Signature: \_\_\_\_\_

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, or sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 160

*Devin*

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58801  
Phone: 701-662-1054

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity *Yellow Peas*

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW *63.2* CCL \_\_\_\_\_

DOCK *12.6* HV \_\_\_\_\_

M *12.8* FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM \_\_\_\_\_ DON \_\_\_\_\_

GROSS  
TARE  
NET  
*30.309*

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

Victor Lundgren Co., Inc. • 367,653 • Victor Lundgren Co., Inc. • Devils Lake, ND • 1-800-346-4970

-Undercarriage (frame)

-interior of trailer/Framework

Signed: \_\_\_\_\_

*D2215182*



**WAREHOUSE SCALE TICKET**  
 This Warehouse Scale Ticket is Not Negotiable.  
 It must be converted into cash, non-credit-sale  
 contract, credit-sale contract, or warehouse  
 receipt within 45 days after the grain is delivered  
 to the warehouse.

BUYER   
 SELLER

TICKET NO. 161

**NoDAK GRAIN**

5037 91st Ave. NE  
 Devils Lake, ND 58301  
 Phone: 701-662-1054

Customer: Devils Lake  
 Contract No: \_\_\_\_\_  
 Grain Origin: \_\_\_\_\_  
 Carrier: \_\_\_\_\_  
 B/L: \_\_\_\_\_

Commodity: Yellow Per  
 GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
 TW 63.6 CCL \_\_\_\_\_  
 DOCK 72 HV \_\_\_\_\_  
 M: 13.6 FN: 62680  
 PRO \_\_\_\_\_ ERG \_\_\_\_\_  
 S&B \_\_\_\_\_ STONE \_\_\_\_\_  
 FM \_\_\_\_\_ DON \_\_\_\_\_

10/20/04 10:00AM SCALE 1  
 10/20/04 11:00AM SCALE 1  
 GROSS  
 TARE  
 NET  
 28.834

DRIVER: ON  OFF  WILL

Weighed By: \_\_\_\_\_

D20 15205

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0015205 ✓
Date	2018-10-03
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346


**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0015205	11620	HO301542	S1554634 /	BP GRAIN	2018-10-03
Scale Weight (KG)	Net	Item #	Description		
28,317	1,019,660 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area                              -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)                      -Interior of trailer/Framework

Signed: \_\_\_\_\_  


Settlement Adjustments	0.00
Dockage	2.00
Moisture	14.00
Splits	0.00

Comments:

**Container & Seal Numbers:**

*PDR415 MB*  
*105685 MB*

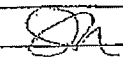
**Customer PO Number:**

Vehicle License No.:

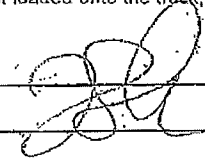
Lot #:

Additional References      Xport 572-4559622-6

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other than fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: J. MARE TULEL  
 Drivers Signature: 

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_  
 Employee Signature: 

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, non-credit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER

SELLER

TICKET NO. 152

**NoDAK GRAIN**

5037 91st Ave. NE  
Devil's Lake, ND 58301  
Phone: 701-662-1054

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_


Commodity Yellow No. 2

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW 63.1 CCL \_\_\_\_\_  
DOCK 76 HV \_\_\_\_\_  
M 134 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

	GROSS	TARE	NET
60860	27.606		

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

 367.653 • Victor Lunden Co., Preters • Fergus Falls, MN • 1-800-345-4870

*DOB 15275*



**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not Negotiable. It must be converted into cash, negotiable sale contract, credit sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 163

*Delmar*

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Commodity *Yellow Peas*

B/L  
96480 lb 11:39AM SCALE S 1  
32280 lb 12:02PM SCALE S 1 GROSS

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW *63.2* CCL \_\_\_\_\_  
DOCK *8.2* HV \_\_\_\_\_  
M *13.6* FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

10/04/2018 12:02PM  
Grain 3 Yellow Pea  
G 96480 lb R 60 LB/BU 1070.00 BU  
T 32280 lb 8.2 %DOCK 87.74 BU  
N 64200 lb 0.0 %SHR 0.53 BU  
*29.121* 981.73 NET BU  
% MOISTURE 13.6 % FM 0.000

DRIVER: ON  OFF  RORVILLE

Weighed By \_\_\_\_\_

*D28 15214*



2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0015214 ✓
Date	2018-10-04
Rail Car Num	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract Assembly	Ticket #	Ship Method	Ship Date
D0015214	11620	HO301542	S1554637 /	GUENTHER	2018-10-04
Scale Weight KG	Net	Item #	Description		
28,930	1,052.360 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims
- Trailer(s): -Fifth Wheel area (incl. skplate area)
- Fuel Tank Area
- Exterior (all sides and undercarriage)
- Undercarriage (frame)
- interior of trailer/Framework

Signed: \_\_\_\_\_ 

Settlement Adjustments	0.00
Dockage	1.00
Moisture	14.00
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References Xport 572-4559629-1

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain: fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: \_\_\_\_\_

Drivers Signature: Erany Harder

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_ 

Employee Signature: \_\_\_\_\_

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 154

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity Yellow peas  
GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW 62.4 CCL \_\_\_\_\_  
DOCK 6.4 HV \_\_\_\_\_  
M 14.0 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

GROSS  
TARE  
NET  
61760  
28.014

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

387 653 • Victor Lunden Co. Printer • Fargo, ND 58101 • 701-725-3146-3070

DOP 15276

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0015276 /
Date	2018-10-04
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

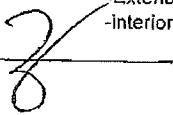
RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0015276	11620	HO301542	S1554639	TRIGG FREIGHT	2018-10-04
Scale Weight (KG)	Net	Item #	Description		
27,813	1,009,690 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims  
-Fuel Tank Area  
-Undercarriage (frame)
- Trailer(s): -Fifth Wheel area (incl. skplate area)  
-Exterior (all sides and undercarriage)  
-Interior of trailer/Framework

Signed: \_\_\_\_\_



Settlement Adjustments	0.00
Dockage	1.20
Moisture	14.00
Splits	0.00

Comments:

PDS 267  
309

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References Xport 572-4561186-8

I hereby acknowledge by signing below that I have inspected my trailer(s) & have deemed them to be clean of any form of contaminant (other grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Herman Greening

Drivers Signature: \_\_\_\_\_

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, honored on a contract, credit sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 165

**NoDAK GRAIN**

5087 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer DeM...  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity Yellow Peas

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW 63.7 CCL \_\_\_\_\_

DOCK 7.1 HV \_\_\_\_\_

M 13.9 FN 69780

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM \_\_\_\_\_ DON \_\_\_\_\_

GROSS  
TARE  
NET  
31.652

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

387,853 • Victor Lundeen Co., Printers • Fargo, ND • 1-800-246-4870

Signed: \_\_\_\_\_  
-Undercarriage (frame) Interior of trailer/Framework

DPB 15203 Settlement Adjustments 0.00



DDP 15204

**WAREHOUSE SCALE TICKET**  
This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 166

*Deming*

**NoDAK GRAIN**  
5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity Yellow Peas

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW 63.7 CCL \_\_\_\_\_  
DOCK 12.6 HV \_\_\_\_\_  
M 13.6 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

WEIGHED TO LITTON SCALE 8  
12/05/2011 11:54:01  
GRAIN Yellow Peas  
G 10500 LB 8 00 LBS 00 10500.00  
T 10500 LB 00 00 00 10500.00  
A 5000 LB 00 00 00 5000.00  
**33.303**  
% MOISTURE 13.6

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

*peas*

**Delmar**  
Commodities  
2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0015204
Date	2018-10-04
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

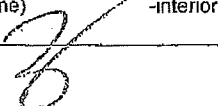
**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 66 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0015204	11620	HO301542	S1554645	BP GRAIN	2018-10-04
Scale Weight KG	Net	Item #	Description		
32,777	1,192.310 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulations it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

Tractors: -Bumpers/Tires/Rims     Trailer(s): -Fifth Wheel area (incl. skplate area)  
                   -Fuel Tank Area                                -Exterior (all sides and undercarriage)  
                   -Undercarriage (frame)                        -interior of trailer/Framework

Signed: 

Settlement Adjustments     0.00  
 Dockage                             1.00  
 Moisture                             14.00  
 Splits                                 0.00

Comments:

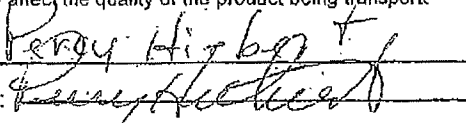
**Container & Seal Numbers:**

PDU 038  
TC 9836

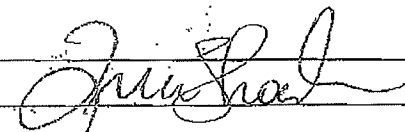
**Customer PO Number:**

Vehicle License No.:  
 Lot #:  
 Additional References     Xport 572-4559618-4

I hereby acknowledge by signing below that I have inspected my trailer(s) & have deemed them to be clean of any form of contaminant (other grain, fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Perry Higby  
 Drivers Signature: 

I hereby certify that the information on this document contains a true & correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_  
 Employee Signature: 

WAREHOUSE SCALE TICKET

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 167

Delmar

Customer: \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_

**NO DAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Commodity Yellow Peas

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW 63.2 CCL \_\_\_\_\_

DOCK 7.1 HV \_\_\_\_\_

M 13.5 FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM \_\_\_\_\_ DON \_\_\_\_\_

B/L  
96520 lb 01:31PM SCALE S 1  
32400 lb 01:57PM SCALE S 1 **GROSS**

**TARE**

10/05/2018 01:57PM  
Grain 3 Yellow Pea **NET**

G 96520 lb R 60 LB/BU 1068.67 BU  
T 32400 lb 7.1%DOCK 75.88 BU  
N 64120 lb 0.0 %SHRK 0.00 BU  
29.084 992.79 NET BU  
% MOISTURE 13.5 % FM 0.000

DRIVER: ON  OFF  RIVERVILLE

Weighed By \_\_\_\_\_

D2215215

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0015215 /
Date	2018-10-05
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract Assembly	Ticket #	Ship Method	Ship Date
D0015215	11620	HO301542	S1554652 /	GUENTHER	2018-10-05
Scale Weight KG	Net	Item #	Description		
28,905	1,055.710 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

Tractors: -Bumpers/Tires/Rims  
-Fuel Tank Area  
-Undercarriage (frame)

Trailer(s): -Fifth Wheel area (incl. skplate area)  
-Exterior (all sides and undercarriage)  
-interior of trailer/Framework

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	0.60
Moisture	13.90
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References Xport 572-4561146-2

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain: fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: \_\_\_\_\_

Drivers Signature: \_\_\_\_\_

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

DDP15206

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, "draft" sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 168

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity Kernel AHS

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW 63.5 CCL \_\_\_\_\_  
DOCK 8.6 HV \_\_\_\_\_  
M 137 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

WEIGHT IN OUNCES 1000000  
WEIGHT IN POUNDS 62500  
TARE 27.061  
NET 34793.939

DRIVER: ON  OFF

Weighed By \_\_\_\_\_



2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0015206 /
Date	2018-10-04
Rail Car Num	

**Bill To::**

Midwest Grain Trading.  
PO Box 183  
Leeds ND 58346

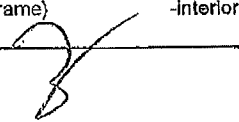
**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0015206	11620	HO301542	S1554651 /	BP GRAIN	2018-10-04
Scale Weight Kls	Net	Item #	Description		
26,924	977.420 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: It is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. splate area)  
 -Fuel Tank Area                              -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)                      -Interior of trailer/Framework

Signed: 

Settlement Adjustments	0.00
Dockage	1.20
Moisture	13.40
Splits	0.00

Comments:

**Container & Seal Numbers:**

PDU 038  
TC 9865

**Customer PO Number:**

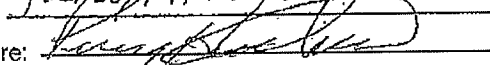
Vehicle License No.:

Lot #:

Additional References      Xport 572-4559621-8

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain: fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: 

Drivers Signature: 

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: 

Employee Signature: 

**WAREHOUSE SCALE TICKET**  
 This Warehouse Scale Ticket is Not-Negotiable.  
 It must be converted into cash, noncredit-sale  
 contract, credit-sale contract, or warehouse  
 receipt within 45 days after the grain is delivered  
 to the warehouse.

BUYER   
 SELLER

TICKET NO. 169

**NoDAK GRAIN**  
 5037 91st Ave. NE  
 Devils Lake, ND 58301  
 Phone: 701-662-1054

Customer Deiner  
 Contract No. \_\_\_\_\_  
 Grain Origin \_\_\_\_\_  
 Carrier \_\_\_\_\_  
 B/L \_\_\_\_\_

Commodity Yellow peas  
 GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
 TW 63.4 CCL \_\_\_\_\_  
 DOCK 6.1 HV \_\_\_\_\_  
 M 13.0 FN \_\_\_\_\_  
 PRO \_\_\_\_\_ ERG \_\_\_\_\_  
 S&B \_\_\_\_\_ STONE \_\_\_\_\_  
 FM \_\_\_\_\_ DON \_\_\_\_\_

GROSS  
 TARE  
 NET

10000.000 (9.1104)  
 Grain - Yellow Peas  
 10000.000  
 10000.000  
 10000.000  
 10000.000

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

 267.850 • Victor Lunden Co., Finkels • Fergus Falls, MN • 1-800-516-1070

D0015277

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0015277 //
Date	2018-10-05
Rail/Car Num	

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading	Customer ID	Contract Assembly	Ticket #	Ship Method	Ship Date
D0015277	11620	HO301542	S1554653 /	TRIGG FREIGHT	2018-10-05
Scale Weight (KG)	Net	Item #	Description		
27,901	1,018,010 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: It is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims  
-Fuel Tank Area  
-Undercarriage (frame)
- Trailer(s): -Fifth Wheel area (incl. splate area)  
-Exterior (all sides and undercarriage)  
-interior of trailer/Framework

Signed: \_\_\_\_\_



Settlement Adjustments 0.00  
Dockage 0.70  
Moisture 13.30  
Splits 0.00

Comments:

PDS 267  
309

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References Xport 572-4561184-3

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Herman Greening

Drivers Signature: \_\_\_\_\_

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

**WAREHOUSE SCALE TICKET**  
 This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
 SELLER

TICKET NO. 131

**NoDAK GRAIN**

5037 91st Ave. NE  
 Devils Lake, ND 58301  
 Phone: 701-662-1054

Customer DeWitt  
 Contract No. \_\_\_\_\_  
 Grain Origin \_\_\_\_\_  
 Carrier \_\_\_\_\_  
 B/L \_\_\_\_\_

Commodity Yellow No  
 GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
 TW 12.7 CCL \_\_\_\_\_  
 DOCK 2.2 HV \_\_\_\_\_  
 M 12.6 FN \_\_\_\_\_  
 PRO \_\_\_\_\_ ERG \_\_\_\_\_  
 S&B \_\_\_\_\_ STONE \_\_\_\_\_  
 FM \_\_\_\_\_ DON \_\_\_\_\_

GROSS  
 TARE  
 NET  
 64420  
 29.220  
 DRIVER: ON  OFF   
 Weighed By \_\_\_\_\_

307 653 • Weighing Equipment

D 0015025



2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0015025 ✓
Date	2018-09-24
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0015025	11620	HO301542	S1554554 ✓	TRIGG FREIGHT	2018-09-24
Scale Weight KG	Net	Item #	Description		
28,064	1,060.440 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (Incl. skplate area)  
 -Fuel Tank Area                              -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)                      -Interior of trailer/Framework

Signed: \_\_\_\_\_  


Settlement Adjustments	0.00
Dockage	0.70
Moisture	12.50
Spills	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References      Xport 572-4555509-9

I hereby acknowledge by signing below that I have inspected my trailer(s) & have deemed them to be clean of any form of contaminant (other grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: \_\_\_\_\_  
 Drivers Signature: Doreen Rompell

I hereby certify that the information on this document contains a true or correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_  
 Employee Signature: [Signature]

**WAREHOUSE SCALE TICKET**  
 This Warehouse Scale Ticket is Not-Negotiable.  
 It must be converted into cash, noncredit-sale  
 contract, credit-sale contract, or warehouse  
 receipt within 45 days after the grain is delivered  
 to the warehouse.

BUYER   
 SELLER

TICKET NO. 133

**NoDAK GRAIN**

5037 91st Ave. NE  
 Devils Lake, ND 58301  
 Phone: 701-662-1054

Customer: Devin  
 Contract No. \_\_\_\_\_  
 Grain Origin \_\_\_\_\_  
 Carrier \_\_\_\_\_

B/L  
101500 lb 07/24/2018

Commodity Yellow Peas  
 GRADE 002 DKT \_\_\_\_\_  
 TW 63.6 CCL \_\_\_\_\_  
 DOCK 7.2 HV \_\_\_\_\_  
 M 12.7 FN \_\_\_\_\_  
 PRO \_\_\_\_\_ ERG \_\_\_\_\_  
 S&B \_\_\_\_\_ STONE \_\_\_\_\_  
 FM \_\_\_\_\_ DON \_\_\_\_\_

30900 lb 07/24/2018 SCALE 9  
 09/24/2018 03:55PM  
 Grain Yellow Pea  
 G 101500 lb @ 7.0 U/GAL 1135.00 BU  
 T 32000 lb @ 7.2 DOCK 22.44 BU  
 M 63700 lb @ 0.0 SHRE 0.00 BU  
 1062.56 NET BU  
 8.00 @ 0.000

DRIVER: ON  OFF

Weighted By \_\_\_\_\_

© 1997 VLS - 367,693 • Victor Lindsen Co., Pritikin • Fergus Falls, MN • 1-800-346-4870

-Fuel Tank Area  
 -Undercarriage (frame)  
 Signed: 7/

-Exterior (all sides and undercarriage)  
 -interior of trailer/Framework  
 DDB 15010



**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not Negotiable. It must be converted into cash, noncredit sale contract, credit sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 137

*Deiner*

**NODAK GRAIN**

5037 91st Ave NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer \_\_\_\_\_

Contract No. \_\_\_\_\_

Grain Origin \_\_\_\_\_

Carrier \_\_\_\_\_

B/L \_\_\_\_\_

Commodity

*Yellow Pto's*

97000 lb 12:43PM SCALE S 1

32100 lb 01:07PM SCALE S 1

GROSS

TARE

NET

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW *63.2* \_\_\_\_\_ CCL \_\_\_\_\_

DOCK *9.7* \_\_\_\_\_ HV \_\_\_\_\_

M *12.6* \_\_\_\_\_ FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM \_\_\_\_\_ DON \_\_\_\_\_

09/25/2018 01:09PM

Grain 3 Yellow Pto

G 97000 lb R 60 LB/HU 1081.67 BU

T 32100 lb 9.7 INDEX 104.92 BU

N 64900 lb 0.0 SHRK 0.00 BU

29.438 976.75 NET BU

% MOISTURE 12.6 % FN 0.000

DRIVER: ON  OFF  VILLAGE

Weighed By \_\_\_\_\_

D02 15023

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0015023
Date	2018-09-25
Rail Car Num.	

**Bill To::**

Midwest Grain Trading PO Box 183 Leeds ND 58346
---

**Ship to:**

RUGBY Midwest Grain Trading 2373 65 1/2 ST NE Rugby, ND 58368
--

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0015023	11620	HO301542	S1554562 /	GUENTHER	2018-09-25
Scale Weight KG	Net	Item #	Description		
29,390	1,066.940 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulations it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims     Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area                                 -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)                         -Interior of trailer/Framework

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	1.20
Moisture	13.50
Splits	0.00

Comments:

Container &amp; Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References     Xport 572-4556074-3

I hereby acknowledge by signing below that I have inspected my trailer(s) & have deemed them to be clean of any form of contaminant (other than fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Carl

Drivers Signature:

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_

Employee Signature:

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit sale contract, credit sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. **138**

**NODAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58801  
Phone: 701-662-1054

Customer Deimor  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity Hard peas

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW 64.1 CCL \_\_\_\_\_  
DOCK 3.2 HV \_\_\_\_\_  
M 13.2 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

FVH 109740  
Empty - 40,660  
NET - 69,080  
Bushes - 1,151  
31.334

GROSS  
TARE  
NET

DRIVER: ON  OFF

Weighed By \_\_\_\_\_



Ph: 204-331-3796  
 Fax: 204-325-7288  
 Cell: 204-312-8870

Email: guenthertransport@hotmail.com

# BILL OF LADING

Load # NO:3054

ORIGIN SHIPPER: <i>Delmar Corn</i>		CONSIGNEE DESTINATION:		DATE LOADED: <i>9 25 18</i>	
TRUCK NUMBER: <i>5 + 0 Solonides SK</i>		TRAILER NUMBER: <i>Dobbs Truck ND</i>		DRIVER: <i>Albert Quack</i>	
QTY ORDERED <i>#30</i>		DESCRIPTION		WEIGHT	
<i>17 1/2</i>		<i>peas</i>		GROSS	
		QTY SHIPPED <i>31.4</i>		TARE	
		RATE <i>46</i>		NET	
		SUB TOTAL <i>1444.4</i>		UNLOADED INTO TANK #	
		TOTAL <i>1444.4</i>		REFERENCE <i>H0301542</i>	
		GST		<i>CO # 4242</i>	
				<i>H0111193</i>	
				SHIPPERS #	
				<i>00015130</i>	
				P.O. #	
				SCALE TICKET #	
Received in Good Order		Date Unloaded <i>9 25 18</i>		Driver Signature <i>Albert Quack</i>	
Signature <i>Delmar Corn</i>					

*H0301542*

*Albert Quack*

**CONDITIONS**  
 The goods described below, in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked consigned, and destined as indicated below which said Carrier agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said goods over all or any portion of said route to destination, and as to each party at any time interested in all or any of said goods, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written, herein contained (including conditions on back hereof) and which are agreed to by the shipper and accepted for himself and his assigns.



2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0015130
Date	2018-10-02
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract - Assembly	Ticket #	Ship Method	Ship Date
D0015130	11620	HO301542	HO1550859	GUENTHER	2018-10-02
Scale Weight KG	Net	Item #	Description		
31,334	1,114.490 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulations it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- |                               |  |
|-------------------------------|--|
| Tractors: -Bumpers/Tires/Rims | Trailer(s): -Fifth Wheel area (incl. skplate area) |
| -Fuel Tank Area               | -Exterior (all sides and undercarriage)            |
| -Undercarriage (frame)        | -interior of trailer/Framework                     |

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	3.20
Moisture	13.20
Splits	0.00

Comments:  
138/D0015130

Container & Seal Numbers:

Customer PO Number: 138

Vehicle License No.:

Lot #:

Additional References

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain: fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: \_\_\_\_\_

Drivers Signature: \_\_\_\_\_

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

**WAREHOUSE SCALE TICKET**  
 This Warehouse Scale Ticket is Not-Negotiable.  
 It must be converted into cash, noncredit-sale  
 contract, credit-sale contract, or warehouse  
 receipt within 45 days after the grain is delivered  
 to the warehouse.

BUYER   
 SELLER

TICKET NO. 139

**NoDAK GRAIN**

5037 91st Ave. NE  
 Devils Lake, ND 58301  
 Phone: 701-662-1054

Customer DeLong  
 Contract No. \_\_\_\_\_  
 Grain Origin \_\_\_\_\_  
 Carrier \_\_\_\_\_  
 B/L \_\_\_\_\_

Commodity Yellow Corn

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
 TW 632 CGL \_\_\_\_\_  
 DOCK 72 HV \_\_\_\_\_  
 M 11.8 FN \_\_\_\_\_  
 PRO \_\_\_\_\_ ERG \_\_\_\_\_  
 S&B \_\_\_\_\_ STONE \_\_\_\_\_  
 FM \_\_\_\_\_ DON \_\_\_\_\_

09/26/2018 12:00PM  
 31700 LB 1250200 5381 S  
 GROSS  
 TARE  
 NET  
 09/26/2018 12:00PM  
 31700 LB 1250200 5381 S  
 0 00000 LB 0 00000 00000000  
 1 31700 LB 7.25 23000 22783000  
 2 63500 LB 0.00 00000 63500000  
 3 00000 LB 0.00 00000 00000000  
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 86 00000 LB 0.00 00000 00000000  
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DRIVER: ON  OFF   
 Weighed By 28.821

DDP1501



2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0015011 ✓
Date	2018-09-24
Rail Car Num	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading	Customer ID	Contract - Assembly	Ticket #	Ship Method	Ship Date
D0015011	11620	HO301542	S1554555 ✓	BP GRAIN	2018-09-24
Scale Weight KG	Net	Item #	Description		
30,424	1,106.710 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)
- Fuel Tank Area                              -Exterior (all sides and undercarriage)
- Undercarriage (frame)                      -Interior of trailer/Framework

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	1.00
Moisture	12.80
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References      Xport 572-4553627-1

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Chris Caberwal

Drivers Signature: \_\_\_\_\_

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: \_\_\_\_\_

Employee Signature: Jim Shook

## Crockford, Konrad S.

---

**From:** Keith Friesen <Keith@delmarcommodities.com>  
**Sent:** Tuesday, November 20, 2018 14:33  
**To:** Crockford, Konrad S.; Art Stacey; Nitschke, Darrell D.  
**Cc:** Dale Heide; Jeffcoat-Sacco, Illona  
**Subject:** RE: Midwest Grain Trading / Claim of Delmar Commodities Ltd.  
**Attachments:** 20181120142723279.pdf

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Ticket/bol attachment # 2

**From:** Keith Friesen  
**Sent:** November 20, 2018 2:33 PM  
**To:** 'Crockford, Konrad S.'; 'Art Stacey'; 'Nitschke, Darrell D.'  
**Cc:** Dale Heide; 'Jeffcoat-Sacco, Illona'  
**Subject:** RE: Midwest Grain Trading / Claim of Delmar Commodities Ltd.

This next attachment is in regards the last settlement/assembly we received. We never did receive the actual check on this one though. I will send this settlement in a series of emails in order to hopefully keep the file sizes low enough to work for everyone.

So this attachment is the Midwest settlement/assembly and matching Delmar invoice ( again created after we received the settlement so we can match properly ). Please note any handwriting on the Midwest settlement is from our grain clerks as they reconcile the settlements after we receive them. Also note, on this settlement, Hunter decided to discount us quite heavily due to the product not meeting his standards ( high fm ). While I do not agree with this ( high fm was not a factor on the contract ) I was not in a position to fight him on it at that point as I was already quite worried that his situation was "deteriorating"!

The respective scale tickets and BOLS will be on the next 3 emails.

I also attached an email conversation in regards to "both checks". He was referring to the replacement check for the one that bounced, and the check to cover this settlement.



**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 142

*Delmar*

Customer \_\_\_\_\_  
Contract No \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

**NoDAK GRAIN**

5037 91st Ave NE  
Devils Lake, ND 58801  
Phone: 701-662-1054

Commodity *Yellow Peas*

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW *63.0* CCL \_\_\_\_\_  
DOCK *9.2* HV \_\_\_\_\_  
M *12.9* FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

96360 lb 01:10:17PM SCALE 8 1  
31480 lb 01:26:47PM SCALE 8 1

GROSS  
TARE  
NET

09/26/2018 01:26:47

Grain: 3 Yellow Pea

G	96360 lb	F	60 LB/BU	1081.33 BU
T	31480 lb	9.2 DOCK		99.48 BU
N	64880 lb	0.0 MOISTURE		0.00 BU
				29.429
				981.85 NET BU
				% MOISTURE 12.9
				% FN 0.000

DRIVER: ON  OFF  *ROSAVILLE 27-628*  
Weighed By \_\_\_\_\_

© 2013 807.653 • Victor/Lundgren Co. Farmers • Fargo Falls, MN • 1-800-348-1870

*DDO 15024*



**WAREHOUSE SCALE TICKET**  
 This Warehouse Scale Ticket is Not Negotiable. It must be converted into cash, noncredit sale contract, credit sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
 SELLER

TICKET NO. 143

**NoDAK GRAIN**

5037 91st Ave. NE  
 Devils Lake, ND 58301  
 Phone: 701-662-1054

Customer \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Grain Origin \_\_\_\_\_  
 Carrier \_\_\_\_\_  
 B/L \_\_\_\_\_

Commodity Yellow Durum

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
 TW 62.8 CCL \_\_\_\_\_  
 DOCK 6.8 HV \_\_\_\_\_  
 M 130 FN \_\_\_\_\_  
 PRO \_\_\_\_\_ ERG \_\_\_\_\_  
 S&B \_\_\_\_\_ STONE \_\_\_\_\_  
 FM \_\_\_\_\_ DON \_\_\_\_\_

	GROSS
09/26/2018 01:57PM	
Grain - 3 Yellow Durum	
0 102150 10 00 00 00 119.00 00	
1 00000 10 00 00 00 00.00 00	
2 00000 10 00 00 00 00.00 00	
3 00000 10 00 00 00 00.00 00	
4 00000 10 00 00 00 00.00 00	
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67 00000 10 00 00 00 00.00 00	
68 00000 10 00 00 00 00.00 00	
69 00000 10 00 00 00 00.00 00	
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96 00000 10 00 00 00 00.00 00	
97 00000 10 00 00 00 00.00 00	
98 00000 10 00 00 00 00.00 00	
99 00000 10 00 00 00 00.00 00	
100 00000 10 00 00 00 00.00 00	

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

DZO 15013

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0015013 ✓
Date	2018-09-26
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract - Assembly	Ticket #	Ship Method	Ship Date
D0015013	11620	HO301542	S1554569	BP GRAIN	2018-09-26
Scale Weight KG	Net	Item #	Description		
32,240	1,175.140 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area                              -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)                      -Interior of trailer/Framework

Signed: M.T.

Settlement Adjustments	0.00
Dockage	0.80
Moisture	13.50
Splits	0.00

Comments:  
s1554569

**Container & Seal Numbers:**

**Customer PO Number:**

Vehicle License No.:

Lot #:

Additional References      XPORT672-465542-0

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: J. Matthew Taylor

Drivers Signature: [Signature]

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: Matthew Talbot

Employee Signature: [Signature]

**WAREHOUSE SCALE TICKET**  
This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 100

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_


Commodity \_\_\_\_\_  
GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW \_\_\_\_\_ CCL \_\_\_\_\_  
DOCK \_\_\_\_\_ HV \_\_\_\_\_  
M \_\_\_\_\_ FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

GROSS \_\_\_\_\_  
TARE \_\_\_\_\_  
NET \_\_\_\_\_  
67100

DRIVER: ON  OFF

30.436

Weighed By \_\_\_\_\_

 367,853 • Victor Lunzen Co., Printers • Fargo, ND, USA • 1-800-348-4870

DAD150 26

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0015026 ✓
Date	2018-09-26
Rail Car Num.	

Bill To::

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

Ship to:

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract - Assembly	Ticket #	Ship Method	Ship Date
D0015026	11620	HO301542	\$1554570 /	TRIGG FREIGHT	2018-09-26
Scale Weight KG	Net	Item #	Description		
30,190	1,102.630 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulations it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area                              -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)                      -interior of trailer/Framework

Signed: MT

Settlement Adjustments	0.00
Dockage	0.60
Moisture	13.20
Splits	0.00

Comments:  
\$1554570

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References      XPORT572-4556794-6

I hereby acknowledge by signing below that I have inspected my trailer(s) & have deemed them to be clean of any form of contaminant (other grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: \_\_\_\_\_

Drivers Signature: Donald Ross

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: Matthew Talbot

Employee Signature: MT

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0015012 /
Date	2018-09-26
Rail Car Num.	

Bill To::

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

Ship to:

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract - Assembly	Ticket #	Ship Method	Ship Date
D0015012	11620	HO301542	S1554577 /	BP GRAIN	2018-09-26
Scale Weight KG	Net	Item #	Description		
27,892	1,009,480 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area                              -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)                      -Interior of trailer/Framework

Signed: *[Signature]*

Settlement Adjustments	0.00
Dockage	1.50
Moisture	14.00
Splits	0.00

Comments:  
S1554577

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References      XPORT572-455529-7

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: *Juan Lozano*

Drivers Signature: *Juan Lozano*

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: *Matthew Talbot*

Employee Signature: *[Signature]*

Not Negotiable.  
Cash, noncredit-sale  
contract, or warehouse  
days after the grain is delivered

BUYER   
SELLER

TICKET NO. 148

**YODAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity \_\_\_\_\_  
GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW 63.4 CCL \_\_\_\_\_  
DOCK 9.7 HV \_\_\_\_\_  
M 17.6 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

GROSS  
TARE  
NET  
30.999

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

D00 15179

**WAREHOUSE SCALE TICKET**  
 This Warehouse Scale Ticket is Not Negotiable.  
 It must be converted into cash, nonredll sale  
 contract, credit sale contract, or warehouse  
 receipt within 45 days after the grain is delivered  
 to the warehouse.

BUYER   
 SELLER

TICKET NO. 145

**NoDAK GRAIN**

5037 91st Ave. NE  
 Devils Lake, ND 58301  
 Phone: 701-662-1054

Customer Deer  
 Contract No. \_\_\_\_\_  
 Grain Origin \_\_\_\_\_  
 Carrier \_\_\_\_\_  
 B/L \_\_\_\_\_

Commodity Wheat  
 GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
 TW 632 CCL \_\_\_\_\_  
 DOCK 123 HV \_\_\_\_\_  
 M 144 FN \_\_\_\_\_  
 PRO \_\_\_\_\_ ERG \_\_\_\_\_  
 S&B \_\_\_\_\_ STONE \_\_\_\_\_  
 FM \_\_\_\_\_ DON \_\_\_\_\_

	GROSS
09/26/2013 04:12PM	
Grain	
0 24400.16	
1 32520.16	
2 61950.16	
<b>28.096</b>	
3 101910.16	
4 131330.16	
5 160750.16	
6 190170.16	
7 219590.16	
8 249010.16	
9 278430.16	
10 307850.16	
11 337270.16	
12 366690.16	
13 396110.16	
14 425530.16	
15 454950.16	
16 484370.16	
17 513790.16	
18 543210.16	
19 572630.16	
20 602050.16	
21 631470.16	
22 660890.16	
23 690310.16	
24 719730.16	
25 749150.16	
26 778570.16	
27 807990.16	
28 837410.16	
29 866830.16	
30 896250.16	
31 925670.16	
32 955090.16	
33 984510.16	
34 1013930.16	
35 1043350.16	
36 1072770.16	
37 1102190.16	
38 1131610.16	
39 1161030.16	
40 1190450.16	
41 1219870.16	
42 1249290.16	
43 1278710.16	
44 1308130.16	
45 1337550.16	
46 1366970.16	
47 1396390.16	
48 1425810.16	
49 1455230.16	
50 1484650.16	
51 1514070.16	
52 1543490.16	
53 1572910.16	
54 1602330.16	
55 1631750.16	
56 1661170.16	
57 1690590.16	
58 1720010.16	
59 1749430.16	
60 1778850.16	
61 1808270.16	
62 1837690.16	
63 1867110.16	
64 1896530.16	
65 1925950.16	
66 1955370.16	
67 1984790.16	
68 2014210.16	
69 2043630.16	
70 2073050.16	
71 2102470.16	
72 2131890.16	
73 2161310.16	
74 2190730.16	
75 2220150.16	
76 2249570.16	
77 2278990.16	
78 2308410.16	
79 2337830.16	
80 2367250.16	
81 2396670.16	
82 2426090.16	
83 2455510.16	
84 2484930.16	
85 2514350.16	
86 2543770.16	
87 2573190.16	
88 2602610.16	
89 2632030.16	
90 2661450.16	
91 2690870.16	
92 2720290.16	
93 2749710.16	
94 2779130.16	
95 2808550.16	
96 2837970.16	
97 2867390.16	
98 2896810.16	
99 2926230.16	
100 2955650.16	

DRIVER: ON  OFF  TIRE

Weighed By: \_\_\_\_\_

397,653 • Victor Lundgren Co., Printers • Fargo, ND • 1-800-346-4870

Signed: \_\_\_\_\_  
 -Undercarriage (frame)  
 -interior of trailer/Framework

28.096

Settlement Adjustments

0.0

DOB 15012

# BILL OF LADING

Bill of Lading	D0015179 ✓
Date	2018-10-05
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0015179	11620	HO301542	OL1550002	BP GRAIN	2018-10-05
Scale Weight KG	Net	Item #	Description		
30,999	1,028.540 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area                      -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)              -interior of trailer/Framework

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	9.70
Moisture	12.60
Splits	0.00

Comments:  
148/D0015179

Container & Seal Numbers:

Customer PO Number: 148

Vehicle License No.:

Lot #:

Additional References

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other than fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: \_\_\_\_\_

Drivers Signature: \_\_\_\_\_

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Low #28

Go Midwest

**WAREHOUSE SCALE TICKET**  
This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, forward-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

**NODAK GRAIN**  
5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

BUYER   
SELLER

TICKET NO. 150

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity \_\_\_\_\_

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW 517 CCL \_\_\_\_\_  
DOCK 90 HV \_\_\_\_\_  
M 141 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_

GROSS  
TARE  
NET

61260

DRIVER: ON  OFF

27.787

Weighed By \_\_\_\_\_

# Delmar Commodities

## COURTESY SCALE TICKET

No. 30514

Head Office: 915 Navigator Drive Box 1056 - Winkler, MB - R6W 4B1

- Jordan     Gladstone     Somerset     Jordan Mills     Direct  
 Newdale     Westroc     Beausejour     Sperling     Off Site

Toll Free 1-888-974-7246

Date SEPT 27 20 16

Scale Record	
Gross Weight:	<u>42200</u>
Truck Weight:	<u>14360</u>
Net Weight:	<u>27840</u>

Southman Printing 3561 southmancp@mts.net

Producer: TRIBA (REMAIN)

Trucking Co: \_\_\_\_\_

Truck Ref: \_\_\_\_\_

Commodity: PEAS - OUT

Weigher: [Signature]

#28

Lowens

DOB 15167

**Delmar**  
*Commodities*  
 2 - 915 Navigator Road  
 Winkler MB R6W 0L7

**BILL OF LADING**

Bill of Lading	D0015167 ✓
Date	2018-10-03
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
 PO Box 183  
 Leeds ND 58346

**Ship to:**

RUGBY  
 Midwest Grain Trading  
 2373 65 1/2 ST NE  
 Rugby, ND 58368

Bill of Lading #	Customer ID	Contract - Assembly	Ticket #	Ship Method	Ship Date
D0015167	11620	HO301542	OL1550001 ✓	TRIGG FREIGHT	2018-10-03
Scale Weight KG	Net	Item #	Description		
27,787	927.070 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: It is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

Tractors: -Bumpers/Tires/Rims Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area -Exterior (all sides and undercarriage)  
 -Undercarriage (frame) -interior of trailer/Framework

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	9.20
Moisture	11.10
Splits	0.00

Comments:  
 150/D0015167

Container & Seal Numbers:

Customer PO Number: 150

Vehicle License No.:

Lot #:

Additional References

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain, fertilizer, etc.) that may affect the quality of the product being transported as above.

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Drivers Name: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Drivers Signature: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

**WAREHOUSE SCALE TICKET**  
 This Warehouse Scale Ticket is Not-Negotiable:  
 It must be converted into cash, noncredit-sale  
 contract, credit-sale contract, or warehouse  
 receipt within 45 days after the grain is delivered  
 to the warehouse.

BUYER   
 SELLER

TICKET NO. 151

**NoDAK GRAIN**

5037 91st Ave. NE  
 Devils Lake, ND 58301  
 Phone: 701-662-1054

Customer Devin  
 Contract No. \_\_\_\_\_  
 Grain Origin \_\_\_\_\_  
 Carrier \_\_\_\_\_  
 B/L \_\_\_\_\_

Commodity Durum  
 GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
 TW 63.6 CCL \_\_\_\_\_  
 DOCK 72 HV \_\_\_\_\_  
 M 12.6 FN \_\_\_\_\_  
 PRO \_\_\_\_\_ ERG \_\_\_\_\_  
 S&B \_\_\_\_\_ STONE \_\_\_\_\_  
 FM \_\_\_\_\_ DON \_\_\_\_\_

2020 10 03:41:01 SCALE 5  
 2020 10 04:07:19 SCALE 5  
 09/27/2019 03:07PM  
 Grain 3 6410w Pao  

6	2000 lb	60 LB/BU	1101.00 BU
1	3000 lb	9.2 DUCK	79.27 BU
4	6500 lb	0.6 DUCK	0.50 BU
			1081.75 NET BU

29.964  
 5 MUSTERS 12.6 5 60 0.000

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

DD# 15181

# BILL OF LADING

Bill of Lading	D0015181 / /
Date	2018-09-27
Rail Car Num	

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract Assembly	Ticket #	Ship Method	Ship Date
D0015181	11620	HO301542	W1552218 /	BP GRAIN	2018-09-27
Scale Weight (Kg)	Net	Item #	Description		
29,986	1,083.070 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: It is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims    Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area    -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)    -Interior of trailer/Framework

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	1.70
Moisture	13.50
Splits	0.00

Comments:

**Container & Seal Numbers:**

**Customer PO Number:**

Vehicle License No.: PDV050/TC98-44

Lot #:

Additional References BP015181

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain; fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Cory Caber  
 Drivers Signature: [Signature]

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: \_\_\_\_\_  
 Employee Signature: [Signature]

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 030

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer Delmer  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity Yellow Peas

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW 63.2 CCL \_\_\_\_\_

DOCK 16.4 HV \_\_\_\_\_

M 12.6 FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM 16.4 DON \_\_\_\_\_

104,700 GROSS  
40,640 TARE  
64,060 29.057 NET  
1067.66  
175.10  
892.56

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

HH

DDP 14603

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0014603
Date	2018-09-10
Rail Car Num	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

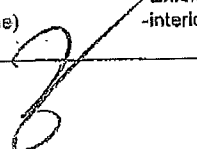
**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticket	Ship Method	Ship Date
D0014603	11620	HO301542	S1554424 /	GUENTHER	2018-09-10
Scale Weight Kg	Net	Item #	Description		
29,540	1,075.640 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area                              -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)                      -interior of trailer/Framework

Signed: \_\_\_\_\_  


Settlement Adjustments	0.00
Dockage	0.90
Moisture	13.00
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

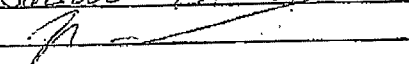
Vehicle License No.:

Lot #:

Additional References      Xport 572-4546875-6

I hereby acknowledge by signing below that I have inspected my trailer(s) & have deemed them to be clean of any form of contaminant (other grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Jason Thuesen

Drivers Signature: \_\_\_\_\_  


I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_  


**WAREHOUSE SCALE TICKET**  
 This Warehouse Scale Ticket is Not Negotiable.  
 It must be converted into cash, non-credit sale  
 contract, credit sale contract, or warehouse  
 receipt within 45 days after the grain is delivered  
 to the warehouse.

BUYER   
 SELLER

TICKET NO 075

*Delmar*

**NO DAK GRAIN**

5037 91st Ave. NE  
 Devils Lake, ND 58901  
 Phone: 701-662-1054

Commodity *Yellow peas*

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW *61.6* CCL \_\_\_\_\_

DOCK \_\_\_\_\_ HV \_\_\_\_\_

M *13.4* FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM *11.0* DON \_\_\_\_\_

Customer \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Grain Origin \_\_\_\_\_  
 Carrier \_\_\_\_\_

B/L  
 95620 lb 11:29AM SCALE S 1  
 31640 lb 11:54AM SCALE S 1 GROSS  
 TARE  
 31640 lb 11:54AM SCALE S 1 NET

09/13/2018 11:55AM

Grain 2 Durum Mill  
 G 95620 lb R 60 LB/BU 1066.33 BU  
 T 31640 lb 0.0 MOCK 0.00 BU  
 N 63980 lb 0.0 SHARK 0.00 BU

DRIVER: ON  OFF   
 \* MUST SIGN HERE VILLE 1066.33 NET BU

Weighed By *29.021*

507,658 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1-800-949-4870

*D0014783*



**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not Negotiable. It must be converted into cash, noncredit sale contract, credit sale contract, or warehouse receipt within 95 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 080

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer: Deimar  
Contract No. \_\_\_\_\_  
Grain Origin: \_\_\_\_\_  
Carrier: \_\_\_\_\_  
B/L: \_\_\_\_\_

Commodity

Yellow Peas

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW 61.9 CCL \_\_\_\_\_  
DOCK 1.4 HV \_\_\_\_\_  
M 12.6 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM 8.0 DON \_\_\_\_\_

99460 lb 11:30AM SCALE S 1  
31580 lb 11:59AM SCALE S 1

GROSS

TARE

NET

09/14/2018 11:59AM

Grain 3 Yellow Pea

G 99460 lb R 60 LB/BU 1131.33 BU

T 31580 lb 1.4 %DOCK 15.84 BU

N 67880 lb 0.0 %SHRK 0.00 BU

30.790

1115.49 NET BU

% MOISTURE 12.6

% FM 8.000

DRIVER: ON  OFF   
ROHRVILLE

Weighed By \_\_\_\_\_

967,653 • Victor Lunden Co. Printers • Fergus Falls, MN • 1-800-346-4670

00014784

# Delmar

Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0014784 ✓
Date	2018-09-14
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0014784	11620	HO301642	S1554471 ✓	GUENTHER	2018-09-14
Scale Weight KG	Net	Item #	Description		
30,580	1,112.380 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulations it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- |                               |  |
|-------------------------------|--|
| Tractors: -Bumpers/Tires/Rims | Trailer(s): -Fifth Wheel area (incl. skplate area) |
| -Fuel Tank Area               | -Exterior (all sides and undercarriage)            |
| -Undercarriage (frame)        | -interior of trailer/Framework                     |

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	1.00
Moisture	12.60
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References Xport 572-4548972-9

I hereby acknowledge by signing below that I have inspected my trailer(s) & have deemed them to be clean of any form of contaminant (other grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Clayton

Drivers Signature: [Signature]

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: \_\_\_\_\_

Employee Signature: [Signature]

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not Negotiable. It must be converted into cash, noncancelable contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 084

*Dennis*

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Commodity *X 11 - 110*  
GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW *62.3* CCL \_\_\_\_\_  
DOCK *1.4* HV \_\_\_\_\_  
M *12.7* FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM *8.0* DON \_\_\_\_\_

*77880*  
*39540*  
*117,420 Loads*  
*Empty 40,620*  
*Bonus - 1280*  
*76800*

GROSS  
TARE  
NET

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

*DD 14786*

# Delmar

Commodities

2 - 916 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0014786
Date	2018-09-17
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Tbrat #	Ship Method	Ship Date
D0014786	11620	HO301542	S1554483 /	GUENTHER	2018-09-17
Scale Weight KG	Net	Item #	Description		
30,410	1,106.210 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims  
-Fuel Tank Area  
-Undercarriage (frame)
- Trailer(s): -Fifth Wheel area (incl. skplate area)  
-Exterior (all sides and undercarriage)  
-Interior of trailer/Framework

Signed: 

Settlement Adjustments 0.00  
Dockage 1.00  
Moisture 12.50  
Splits 0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References Xport 572-4560084-8

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain: fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Justin Thiessen

Drivers Signature: 

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: 

Employee Signature: 

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not Negotiable. It must be converted into cash, noncredit sale contract, credit sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 085

DeMar

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity Yellow peas  
GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW 60.7 CCL \_\_\_\_\_  
DOCK 10.1 HV \_\_\_\_\_  
M 13.7 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

83280 lb 11:17AM SCALE S 1  
28320 lb 11:48AM SCALE S 1 GROSS

09/17/2018 11:48AM

Grain 3 Yellow Pea

G 83280 lb R 60 LB/RU 916.00 BU  
T 28320 lb 0.0 %DOCK 0.00 BU  
N 84960 lb 0.1 %SHRK 0.92 BU

915.08 NET BU

% MOISTURE 13.7

% FM ID 100

DRIVER: ON  OFF  ORVILLE

Weighed By \_\_\_\_\_

Dep 14787



2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0014787 ✓
Date	2018-09-14
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

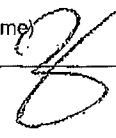
**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract Assembly	Ticket #	Ship Method	Ship Date
D0014787	11620	HO301542	S1554481 ✓	GUENTHER	2018-09-14
Scale Weight (KG)	Net	Item #	Description		
24,950	910.330 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims
- Trailer(s): -Fifth Wheel area (incl. splate area)
- Fuel Tank Area
- Exterior (all sides and undercarriage)
- Undercarriage (frame)
- Interior of trailer/Framework

Signed: \_\_\_\_\_  


Settlement Adjustments	0.00
Dockage	0.70
Moisture	12.50
Spills	0.00

Comments:

Container & Seal Numbers:

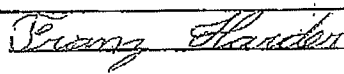
Customer PO Number:

Vehicle License No.:

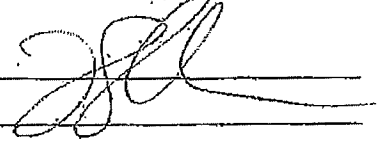
Lot #:

Additional References Xport 572-4549937-1

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain, fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: \_\_\_\_\_  
Drivers Signature: 

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: \_\_\_\_\_  
Employee Signature: 

WAREHOUSE SCALE TICKET

This Warehouse Scale Ticket Is Not Negotiable  
It must be converted into cash, noncredit sale  
contract, credit sale contract, or warehouse  
receipt within 45 days after the grain is delivered  
to the warehouse

BUYER

SELLER

TICKET NO 087

Demco

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity Yellow Peas

98120 lb 01:12PM SCALE 9 1  
32260 lb 01:36PM SCALE 9 1 GROSS

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW 62.6 CCL \_\_\_\_\_

DOCK 12.3 HV \_\_\_\_\_

M 12.7 FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM \_\_\_\_\_ DON \_\_\_\_\_

09/17/2018 01:36PM

Grain 3 Yellow Pea

B 98120 lb R 60 LB/BU 1097.67 BU

T 32260 lb 12.3 DOCK 135.01 BU

N 65860 lb 0.0 SHRK 0.00 BU

29.874 962.66 NET BU

% MOISTURE 12.7 % FM 0.000

GROSS  
TARE  
NET

DRIVER: ON  OFF  TITLLE

Weighed By \_\_\_\_\_

D2214785

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading #	D0014785 ✓
Date	2018-09-17
Rail Car Num.	

Bill To:

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

Ship to:

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0014785	11620	HO301542	S1554484 /	GUENTHER	2018-09-17
Scale Weight (KG)	Net	Item #	Description		
29,940	1,082.510 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area      -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)      -interior of trailer/Framework

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	1.60
Moisture	12.50
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References      Xport 572-4550087-1

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain, fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Campbell

Drivers Signature: [Signature]

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: [Signature]

Employee Signature: [Signature]

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER

SELLER

TICKET NO. **094**

*Deiner*

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58801  
Phone: 701-662-1054

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_

Commodity *Yellow peas*

B/L  
98340 lb 11:04AM SCALE 8 1  
31900 lb 11:35AM SCALE 8 1 **GROSS**

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW *62.9* CCL \_\_\_\_\_

DOCK *10.1* HV \_\_\_\_\_

M *12.9* FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM \_\_\_\_\_ DON \_\_\_\_\_

09/18/2018 11:35AM

Grain 3 Yellow Pea

G 98340 lb R 60 LB/BU 1107.33 BU

T 31900 lb 10.1 %DOCK 111.84 BU

N 66440 lb 0.0 %SHR 0.00 BU

*30137*

995.49 NET BU

% MOISTURE 12.9

% FN 0.000

TARE  
NET

DRIVER: ON  OFF  **ORFVILLE**

Welghed By \_\_\_\_\_

*DDP14793*

## **Crockford, Konrad S.**

---

**From:** Keith Friesen <Keith@delmarcommodities.com>  
**Sent:** Tuesday, November 20, 2018 14:34  
**To:** Crockford, Konrad S.; Art Stacey; Nitschke, Darrell D.  
**Cc:** Dale Heide; Jeffcoat-Sacco, Illona  
**Subject:** RE: Midwest Grain Trading / Claim of Delmar Commodities Ltd.  
**Attachments:** 20181120142750069.pdf

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Ticket/BOL attachment # 3

**From:** Keith Friesen  
**Sent:** November 20, 2018 2:33 PM  
**To:** 'Crockford, Konrad S.'; 'Art Stacey'; 'Nitschke, Darrell D.'  
**Cc:** Dale Heide; 'Jeffcoat-Sacco, Illona'  
**Subject:** RE: Midwest Grain Trading / Claim of Delmar Commodities Ltd.

This next attachment is in regards the last settlement/assembly we received. We never did receive the actual check on this one though. I will send this settlement in a series of emails in order to hopefully keep the file sizes low enough to work for everyone.

So this attachment is the Midwest settlement/assembly and matching Delmar invoice ( again created after we received the settlement so we can match properly ). Please note any handwriting on the Midwest settlement is from our grain clerks as they reconcile the settlements after we receive them. Also note, on this settlement, Hunter decided to discount us quite heavily due to the product not meeting his standards ( high fm ). While I do not agree with this ( high fm was not a factor on the contract ) I was not in a position to fight him on it at that point as I was already quite worried that his situation was "deteriorating"!

The respective scale tickets and BOLS will be on the next 3 emails.

I also attached an email conversation in regards to "both checks". He was referring to the replacement check for the one that bounced, and the check to cover this settlement.



2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0014793 ✓ /
Date	2018-09-18
Rail Car Num	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368



Bill of Lading	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0014793	11620	HO301542	S1554491 /	GUENTHER	2018-09-18
Scale Weight KG	Net	Item #	Description		
30,070	1,086.100 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area                      -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)              -Interior of trailer/Framework

Signed: \_\_\_\_\_ *[Signature]*

Settlement Adjustments	0.00
Dockage	1.70
Moisture	12.80
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References      Xport 572-4551516-8

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain, fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: *Coverl.*

Drivers Signature: *[Signature]*

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_

Employee Signature: *[Signature]*

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 095

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer: Dinner  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_


Commodity Yellow Pear  
GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW 60.4 GCL \_\_\_\_\_  
DOCK 10.2 HV \_\_\_\_\_  
M 13.6 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

Full - 112,020  
Empty - 40340  
Net - 71,680 32.514  
Bushels - 1,194

GROSS  
TARE  
NET

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

 367,653 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1-800-348-4870

D22 14789



**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, non-credit sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 102

*Delmar*

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_

Commodity *Yellow Peas*

B/L  
101260 lb 01:01PM SCALE S 1  
32180 lb 01:24PM SCALE S 1 **GROSS**

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW *633* CCL \_\_\_\_\_

DOCK *11.3* HV \_\_\_\_\_

M *12.6* FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM \_\_\_\_\_ DON \_\_\_\_\_

09/19/2018 01:24PM

Grain 3 Yellow Pea

G 101260 lb @ 60 LB/BU 1151.55 BU

T 32180 lb 11.3 %DOCK 130.10 BU

N 69080 lb 0.0 %SHR 0.00 BU

**31.334** 1071.23 NET BU


% MOISTURE 12.6 % FN 0.000

**TARE**

**NET**

DRIVER: ON  OR  ORVILLE

Weighed By \_\_\_\_\_

 887,653 • Victor Landon Co., Printers • Forgas Falls, MN • 1-800-346-4870

*DD214794*



2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0014794 ✓
Date	2018-09-19
Rail Car Num:	

**Bill To:**

Midwest Grain Trading PO Box 183 Leeds ND 58346
---

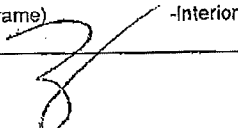
**Ship to:**

RUGBY Midwest Grain Trading 2373 65 1/2 ST NE Rugby, ND 58368
--

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0014794	11620	HO301542	S1554506 ✓	GUENTHER	2018-09-19
Scale Weight KG	Net	Item #	Description		
31,160	1,133.480 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area                              -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)                      -Interior of trailer/Framework

Signed: \_\_\_\_\_  


Settlement Adjustments	0.00
Dockage	1.00
Moisture	12.60
Splits	0.00

Comments:

**Container & Seal Numbers:**

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References      Xport 572-4551515-0

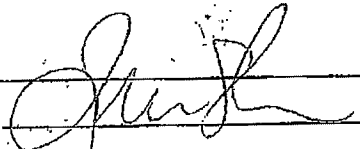
I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other than fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name:       Carr, J      

Drivers Signature: 

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: \_\_\_\_\_

Employee Signature: 

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not Negotiable. It must be converted into cash, noncredit sale contract, credit sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 103

**NODAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer Delmar  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity Yellow peas  
GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW 62.1 CCL \_\_\_\_\_  
DOCK 8.1 HV \_\_\_\_\_  
M 12.0 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

113,580  
42,900  
Business 1/211

GROSS  
TARE  
NET

net - 72680 32.967

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

D0014790

# Delmar

Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0014790 //
Date	2018-09-19
Rail Car Num	

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0014790	11620	HO301542	S1554507 ✓	GUENTHER	2018-09-19
Scale Weight:KG	Net	Item #	Description		
32,790	1,192.780 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims  
-Fuel Tank Area  
-Undercarriage (frame)
- Trailer(s): -Fifth Wheel area (incl. skid area)  
-Exterior (all sides and undercarriage)  
-Interior of trailer/Framework

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	1.00
Moisture	12.80
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References Xport 572-4550915-3

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Joseph Thibodeau

Drivers Signature: \_\_\_\_\_

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 110

DEIMAT

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Commodity Yellow peas

Full - 107,720

GROSS

GRADE \_\_\_\_\_ DKT. \_\_\_\_\_

~~67,300~~ 107,720

TARE

TW 67.1 CCL \_\_\_\_\_

30,527 67,300

NET

DOCK 8.3 HV \_\_\_\_\_

1121 Bushels

M 13.5 FN \_\_\_\_\_


PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

DRIVER: ON  OFF

FM \_\_\_\_\_ DON \_\_\_\_\_

Weighed By \_\_\_\_\_

 887,653 • Victor-Larsen Co., Printers • Fergus Falls, MN • 1-800-348-4870

D0014791

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0014791
Date	2018-09-20
Rail Car Num.	

### Bill To:

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

### Ship to:

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract - Assembly	Ticket #	Ship Method	Ship Date
D0014791	11620	HO301542	S1554518 /	GUENTHER	2018-09-20
Scale Weight KG	Net	Item #	Description		
30,227	1,099.540 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: It is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)  
              -Fuel Tank Area                      -Exterior (all sides and undercarriage)  
              -Undercarriage (frame)            -interior of trailer/Framework

Signed: NT

Settlement Adjustments	0.00
Dockage	1.00
Moisture	14.00
Splits	0.00

Comments:  
S15554518

### Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References      XPORT572-4550926-0

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other than grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Jagor

Drivers Signature: [Signature]

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: Matthew Talbot

Employee Signature: [Signature]

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not Negotiable. It must be converted into cash, noncredit sale contract, credit sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 111

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Commodity Yellow Peas

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW 62.7 CCL \_\_\_\_\_  
DOCK 11.6 HV \_\_\_\_\_  
M 13.6 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

Customer: \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_

B/L  
96700 lb 01:18PM SCALE 8 1  
31820 lb 01:50PM SCALE 8 1

GROSS  
TARE  
NET

09/20/2018 01:50PM  
Grain 3 Yellow Pea  
G 96700 lb R 60 LB/BU 1081.33 BU  
T 31820 lb 11.6 %DOCK 125.43 BU  
N 64880 lb 0.0 %SHR 0.54 BU  
29.429 955.36 NET BU  
% MOISTURE 13.6 % FM 0.000

DRIVER: ON  OFF   
ROCKVILLE

Weighed By \_\_\_\_\_

D 2014 806

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0014806 / ✓
Date	2018-09-20
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract - Assembly	Ticket #	Ship Method	Ship Date
D0014806	11620	HO301542	S1554519 /	GUENTHER	2018-09-20
Scale Weight KG	Net	Item #	Description		
29,158	1,060,660 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area                              -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)                      -Interior of trailer/Framework

Signed: M.T.

Settlement Adjustments	0.00
Dockage	1.00
Moisture	14.00
Splits	0.00

Comments:  
s1554519

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References      XPORT572-4551519-2

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other than grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Carl

Drivers Signature: Carl

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: Matthew Talbot

Employee Signature: M. Talbot

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 119

**NODAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer Deimar  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity Xenon 201

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW 62.8 \_\_\_\_\_ GCL \_\_\_\_\_

DOCK 7.2 \_\_\_\_\_ HV \_\_\_\_\_

M 13.4 \_\_\_\_\_ FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM \_\_\_\_\_ DON \_\_\_\_\_

Full 107160  
Empty - 41198  
Net - 66020  
1100 Bushel

GROSS

TARE

NET

DRIVER: ON  OFF  29.946

Weighed By \_\_\_\_\_

D8014792



**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, non-credit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 120

*Delmar*

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Commodity *Yellow peas*

GRADE 1 DKT \_\_\_\_\_  
TW 63.3 CCL \_\_\_\_\_  
DOCK 15.8 HV \_\_\_\_\_  
M 13.5 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

81940 lb 11:30AM SCALE S 1  
27820 lb 11:48AM SCALE S 1 **GROSS**

TARE

NET

09/21/2018 11:49AM

Grain 3 Yellow Pea

G 81940 lb R 60 LB/BU 902.00 BU  
T 27820 lb 15.8 %DOCK 142.52 BU  
N 54120 lb 0.0 %SHRK 0.00 BU  
*24.548* 759.48 NET BU  
% MOISTURE 13.5 % FM 0.000

DRIVER: ON  OFF  ORDERVILLE

Weighed By \_\_\_\_\_

*DPO 15020*



**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 121

DeImor

**NoDAK GRAIN**

5087 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/E \_\_\_\_\_

Commodity Yellow Pea

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW 63.3 CCL \_\_\_\_\_

DOCK 20.7 HV \_\_\_\_\_

M 13.9 FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM \_\_\_\_\_ DON \_\_\_\_\_

96700 lb 11:50AM SCALE 3 1 GROSS  
32400 lb 12:12PM SCALE 3 1 TARE

NET

09/21/2018 12:12PM

Grain 3 Yellow Pea

G 96700 lb R 60 LB/BU 1071.67 BU

T 32400 lb 20.7 %DOCK 221.84 BU

N 64300 lb 0.2 %SHRY 2.14 BU

29.166 847.69 NET BU

% MOISTURE 13.9 % FM 0.000

DRIVER: ON  OFF  ROUNVILLE

Weighed By \_\_\_\_\_

DDP14807

# Delmar

Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0014807//
Date	2018-09-21
Rail Car Num.	

Bill To::

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

Ship to:

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract - Assembly	Ticket #	Ship Method	Ship Date
D0014807	11620	HO301642	S1554539 /	GUENTHER	2018-09-21
Scale Weight KG	Net	Item #	Description		
28,942	1,048.550 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- |  |   |
|--|---|
| Tractors: -Bumpers/Tires/Rims<br>-Fuel Tank Area<br>-Undercarriage (frame) | Trailer(s): -Fifth Wheel area (incl. skplate area)<br>-Exterior (all sides and undercarriage)<br>-interior of trailer/Framework |
|--|---|

Signed: M.T.

Settlement Adjustments	0.00
Dockage	1.40
Moisture	13.50
Splits	0.00

Comments:  
s1554539

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References XPORT672-4581518-4

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other than grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Curt

Drivers Signature: [Signature]

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: Matthew Tarbot

Employee Signature: [Signature]

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not Negotiable. It must be converted into cash, noncredit sale contract, credit sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 128

Deiner

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer \_\_\_\_\_

Contract No. \_\_\_\_\_

Grain Origin \_\_\_\_\_

Carrier \_\_\_\_\_

B/L \_\_\_\_\_

Commodity Yellow Peris

81700 lb 11:55AM SCALE 8 1

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW 64.8 \_\_\_\_\_ OCL \_\_\_\_\_

DOCK 20.0 \_\_\_\_\_ HV \_\_\_\_\_

M 14.0 \_\_\_\_\_ FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

EM \_\_\_\_\_ DON \_\_\_\_\_

Left - 60300  
Dishes 356  
Net - 21,400  
9.707

GROSS

TARE

NET

DRIVER ON  OFF

Weighed By \_\_\_\_\_

Warehouse Scale Ticket

**VALLEY GRAIN MILLING, INC.**  
 1203 FRONT STREET  
 WHEATLAND, ND 58079  
 701-633-6173

Scale Ticket No. 7417

DATE: 9-24-18  
 PRODUCT: Yellow Bas

Name: Delmar

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

City/State: \_\_\_\_\_

Phone: \_\_\_\_\_

Properties	Value	Dockage/ Discount
Protein (%)		
Moisture (%)	12.25	
Test Wt.	63.33	
FM/Dockage	3%	3%
Plump-Thin		
VOM (ppm)		
COFO- Odor		
Other:		
Total Dockage		3%
Price:		Bin #10
VGM Rep Signature:	<u>Syd L Howe</u>	

Driver On <input type="checkbox"/> Off <input checked="" type="checkbox"/>	<b>SCALE AREA</b>
59600 lb	
27780 lb	
<hr/>	
31,820	
14.433	
Gross Bushels	530.33 Bk
Total Dockage	
Net Bushels	
<i>Office Use Only</i>	
Assembly Sheet #:	

**COMMENTS:**

*This Warehouse Scale Ticket is non-negotiable. It must be converted into cash, noncredit-sale contract, credit sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.*

**Delmar**  
Commodities  
2 - 915 Navigator Road  
Winkler MB R6W 0L7

**BILL OF LADING**

Bill of Lading	D0015021 /
Date	2018-09-24
Rail/Car Num	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

*split with*

*Valley Grain*

*9.707*

*14.433*

Bill of Lading	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0015021	11620	HO301542	S1554551	GUENTHER	2018-09-24
Scale Weight (Kg)	Net	Item #	Description		
<del>21.071</del>	875,620 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: It is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims
- Fuel Tank Area
- Undercarriage (frame)
- Trailer(s): -Fifth Wheel area (Incl. splate area)
- Exterior (all sides and undercarriage)
- Interior of trailer/Framework

Signed: \_\_\_\_\_

*[Signature]*

Settlement Adjustments	0.00
Dockage	1.00
Moisture	14.00
Spills	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References Xport 572-4555428-2

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain: fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: \_\_\_\_\_

Drivers Signature: *[Signature]*

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_

Employee Signature: *[Signature]*

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 130

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer Deiner  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity Yellow Per

Full 108,060  
11840

GROSS

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TARE

TW 62.2 CCL \_\_\_\_\_

66 220 30.037

NET

DOCK 6.4 HV \_\_\_\_\_

118 Bush

M 12.4 FN \_\_\_\_\_


PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

DRIVER: ON  OFF

FM \_\_\_\_\_ DON \_\_\_\_\_

Weighed By \_\_\_\_\_

 357,853 • Victor Lundeen Co., Printers • Forjous Falls, MN • 1-800-348-4870

D0015022



2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0015022 / /
Date	2018-09-24
Rail Car Num	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

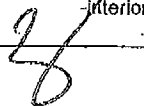
**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0015022	11620	HO301542	S1554552 /	GUENTHER	2018-09-24
Scale Weight KG	Net	Lot #	Description		
30,018	1,088.630 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulations: It is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- |           |                        |             |   |
|-----------|------------------------|-------------|---|
| Tractors: | -Bumpers/Tires/Rims    | Trailer(s): | -Fifth Wheel area (Incl. skplate area)  |
|           | -Fuel Tank Area        |             | -Exterior (all sides and undercarriage) |
|           | -Undercarriage (frame) |             | -Interior of trailer/Framework          |

Signed: 

Settlement Adjustments	0.00
Dockage	1.30
Moisture	12.50
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:


Vehicle License No.:

Lot #:

Additional References     Xport 572-4555427-4

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Sekon

Drivers Signature: 

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: 

Employee Signature: 

## Crockford, Konrad S.

---

**From:** Keith Friesen <Keith@delmarcommodities.com>  
**Sent:** Tuesday, November 20, 2018 14:49  
**To:** Crockford, Konrad S.; Art Stacey; Nitschke, Darrell D.  
**Cc:** Dale Heide; Jeffcoat-Sacco, Illona  
**Subject:** RE: Midwest Grain Trading / Claim of Delmar Commodities Ltd.  
**Attachments:** 20181120144738172.pdf

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

OK, next I have attached the Delmar invoice for all the loads that we did NOT receive any settlement/assembly info from Midwest. Since we did not receive any direction from Midwest as to which contract to use, we just applied the to the largest contract for the correct timeframe ( H0301546 ).

The following 2 emails will have all the tickets and BOLS for this invoice.

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

Invoice	HO112619
Date	2018-11-15
Page	1



**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship To:**

Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby ND 58368

DM MIDWEST 2018-11-15 11:07:41 AM 37,952

Customer ID	Shipping Method	Salesperson	Payment Terms	Due Date	Currency		
11620	BP GRAIN	HEAD OFFICE	Net 30	2018-12-15	USD		
PO Number	Load No.	Ticket #	Net Qty.	Description	Discount	Unit Price	Ext. Price
199	D0015965	OL1550003	984.33 BU ✓ 26.789	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$7,116.71
198	D0015966	OL1550004	1,095.67 BU ✓ 29.819	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$7,921.69
200	D0015967	OL1550005	1,053.00 BU ✓ 28.658	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$7,613.19
1054	D0013513	S1554312	1,117.00 BU ✓ 30.399	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$8,075.91
1057	D0013517	S1554321	1,082.00 BU ✓ 29.447	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$7,822.86
1060	D0013518	S1554331	1,041.33 BU ✓ 28.340	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$7,528.82
1063	D0013519	S1554346	1,069.33 BU ✓ 29.102	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$7,731.26
086	D0014788	S1554470	1,172.33 BU ✓ 31.905	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.12	\$8,346.99
170	D0015447	S1554661	1,099.67 BU ✓ 29.929	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$7,950.61
171	D0015216	S1554663	1,084.00 BU ✓ 29.501	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$7,837.32
172	D0015454	S1554664	1,069.00 BU ✓ 29.093	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$7,728.87
173	D0015278	S1554665	1,012.67 BU ✓ 27.560	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$7,321.60
174	D0015207	S1554668	1,140.00 BU ✓ 31.025	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$8,242.20
176	D0015448	S1554672	1,097.67 BU ✓ 29.873	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$7,936.15
177	D0015455	S1554677	1,050.00 BU ✓ 28.576	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$7,591.50



Invoice	HO112619
Date	2018-11-15
Page	2

2 - 915 Navigator Road  
Winkler MB R6W 0L7

Bill To:

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

Ship To:

Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby ND 58368

Customer ID		Shipping Method		Payment Terms	Due Date		
11620		BP GRAIN		Net 30	2018-12-15		
PO Number	Load No.	Ticket #	Net Qty.	Description	Discount	Unit Price	Ext. Price
178	D0015450	S1554680	886.33 BU ✓ 24.122	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$6,408.17
179	D0015208	S1554681	1,122.00 BU ✓ 30.535	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$8,112.06
1295	D0015449	S1554685	1,114.00 BU ✓ 30.319	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$8,054.22
1296	D0015451	S1554686	1,072.67 BU ✓ 29.193	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$7,755.40
184	D0015209	S1554712	1,155.33 BU ✓ 31.443	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$8,353.04
185	D0015210	S1554713	1,061.33 BU ✓ 28.884	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$7,673.42
187	D0015456	S1554726	1,081.33 BU ✓ 29.429	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$7,818.02
189	D0015757	S1554733	972.67 BU ✓ 26.471	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$7,032.40
188	D0015452	S1554734	1,070.33 BU ✓ 29.129	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$7,738.49
208	D0015453	S1554788	1,076.67 BU ✓ 29.302	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$7,784.32
210	D0015457	S1554790	1,081.00 BU ✓ 29.420	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$7,815.63
212	D0015758	S1554793	1,104.33 BU ✓ 30.055	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$7,984.31
183	D0015184	W1552267	1,102.33 BU ✓ 30.000	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$7,969.85
181	D0015183	W1552292	1,138.33 BU ✓ 30.980	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$8,230.13
190	D0015754	W1552311	1,135.67 BU ✓ 30.907	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$8,210.89
192	D0015755	W1552315	1,139.67 BU ✓ 31.016	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$8,239.81
196	D0015756	W1552321	1,142.00 BU ✓ 31.080	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$8,256.66



Invoice	HO112619
Date	2018-11-15
Page	3

2 - 915 Navigator Road  
Winkler MB R6W 0L7

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship To:**

Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby ND 58368

Customer ID		Shipping Method		Payment Terms	Due Date		
11620		BP GRAIN		Net 30	2018-12-15		
PO Number	Load No.	Ticket #	Net Qty.	Description	Discount	Unit Price	Ext. Price
209	D0015922	W1552324	1,139.00 BU <b>30.998</b>	Peas - Yellow 2 CAN Contract # - HO301546	\$0.00	\$7.23	\$8,234.97
						<b>Subtotal</b>	\$258,437.47
						<b>Tax</b>	\$0.00
						<b>Total</b>	\$258,437.47
						<b>Prepay</b>	\$0.00
						<b>Payment</b>	\$0.00
						<b>Terms Taken</b>	\$0.00
						<b>On Acct</b>	\$258,437.47

Please make cheques payable to Delmar Commodities Ltd.

## Crockford, Konrad S.

---

**From:** Keith Friesen <Keith@delmarcommodities.com>  
**Sent:** Tuesday, November 20, 2018 14:50  
**To:** Crockford, Konrad S.; Art Stacey; Nitschke, Darrell D.  
**Cc:** Dale Heide; Jeffcoat-Sacco, Illona  
**Subject:** RE: Midwest Grain Trading / Claim of Delmar Commodities Ltd.  
**Attachments:** 20181120144824525.pdf

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Ticket/BOL attachment # 1

**From:** Keith Friesen  
**Sent:** November 20, 2018 2:49 PM  
**To:** 'Crockford, Konrad S.'; 'Art Stacey'; 'Nitschke, Darrell D.'  
**Cc:** Dale Heide; 'Jeffcoat-Sacco, Illona'  
**Subject:** RE: Midwest Grain Trading / Claim of Delmar Commodities Ltd.

OK, next I have attached the Delmar invoice for all the loads that we did NOT receive any settlement/assembly info from Midwest. Since we did not receive any direction from Midwest as to which contract to use, we just applied the to the largest contract for the correct timeframe ( H0301546 ).

The following 2 emails will have all the tickets and BOLS for this invoice.



WAREHOUSE SCALE TICKET

The Warehouse Scale Ticket is Not Negotiable  
It is subject to the terms and conditions of the sale  
contract. The Warehouse Scale Ticket is the property of the warehouse  
and it is the responsibility of the buyer to return it to the warehouse  
within 30 days after the grain is delivered.

BUYER   
SELLER

TICKET NO. 199

**NODAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58901  
Phone: 701-662-1054

Customer: Dana  
Contract No: \_\_\_\_\_  
Grain Origin: \_\_\_\_\_  
Carrier: \_\_\_\_\_  
B/L: \_\_\_\_\_

Commodity: Yellow Peas

91920 lb 11:34AM SCALE S 1  
32860 lb 11:56AM SCALE S 1 **GROSS**

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW 65.8 CCL \_\_\_\_\_

DOCK 11.2 HV \_\_\_\_\_

M 15.0 FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM \_\_\_\_\_ DON \_\_\_\_\_

10/29/2018 11:56AM

Grain 3 Yellow Peas

G 91920 lb R 60 LB/BU 984.33 BU

T 32860 lb 4.2 XDOCK 41.34 BU

N 59060 lb 0.8 XSHR 7.30 BU

26.769 935.61 NET BU

% MOISTURE 15.0 % FM 0.000

DRIVER: ON  OFF

Weighted By \_\_\_\_\_



**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. **198**

**NoDAK GRAIN**

5037 91st Ave NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer Dulmar  
Contract No. \_\_\_\_\_  
Grain Origin: \_\_\_\_\_  
Carrier: \_\_\_\_\_  
B/L: \_\_\_\_\_

Commodity Yellow Peas

**91380 lb 11:02AM SCALE 8 1**

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW 61.5 CCL \_\_\_\_\_  
DOCK 6.2 HV \_\_\_\_\_  
M 13.8 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

10/29/2018 11:33AM  
Grain 3 Yellow Pea  
G 97520 lb R 60 LB/BU 1025.67 BU  
T 31780 lb 6.2 %DOCK 67.93 BU NET  
N 65740 lb 0.2 %SHRK 1.64 BU  
29.819 1026.10 NET BU  
% MOISTURE 13.8 % FM 0.000

ROMVILLE

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

**Delmar**  
Commodities  
2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0015966 ✓
Date	2018-11-07
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract - Assembly	Ticket #	Ship Method	Ship Date
D0015966	11620	HO301559	OL1550004 /	GUENTHER	2018-11-07
Scale Weight: KG	Net	Item #	Description		
29,819	1,027.730 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulations it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area                              -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)                      -interior of trailer/Framework

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	6.20
Moisture	13.80
Splits	0.00

Comments:  
198/D0015966

Container & Seal Numbers:

Customer PO Number: 198

Vehicle License No.:

Lot #:

Additional References

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain, fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: \_\_\_\_\_

Drivers Signature: \_\_\_\_\_

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER

SELLER

TICKET NO. 200

*Delmar*

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer \_\_\_\_\_

Contract No. \_\_\_\_\_

Grain Origin \_\_\_\_\_

Carrier \_\_\_\_\_

B/L \_\_\_\_\_

94840 lb 11:58AM SCALE 5 1

31660 lb 12:18PM SCALE 8 1 **GROSS**

**TARE**

**NET**

Commodity *Yellow Peas*

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW *62.2* CCL \_\_\_\_\_

DOCK *4.1* HV \_\_\_\_\_

M *13.1* FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM \_\_\_\_\_ DON \_\_\_\_\_

10/29/2018 12:19PM

Grain *3* Yellow Pea

G 94840 lb R 60 LB/BU 1053.00 BU

T 31660 lb 4.1 %DOCK 43.17 BU

N 63180 lb 0.0 %SHRK 0.00 BU

*28-658* 1009.83 NET BU

% MOISTURE 13.1 % FM 0.000

DRIVER: ON  OR  **DIRTY**

Weighed By \_\_\_\_\_

*D22 15967*

**Delmar**  
Commodities  
2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0015967 ✓
Date	2018-11-15
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract - Assembly	Ticket #	Ship Method	Ship Date
D0015967	11620	HO301559	OL1550005 /	RODNEY NEUFELD	2018-11-15
Scale Weight KG	Net	Item #	Description		
28,658	1,009.830 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area                      -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)              -interior of trailer/Framework

Signed: \_\_\_\_\_

Settlement Adjustments      0.00  
 Dockage                              4.10  
 Moisture                             13.10  
 Splits                                 0.00

Comments:

Container & Seal Numbers:

Customer PO Number: 200

Vehicle License No.:

Lot #:

Additional References

Last Load:

BIN:

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain; fertilizer, etc.) that may affect the quality of the product being transported as above.

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Drivers Name: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Drivers Signature: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 1054

**NoDAK GRAIN**

2373 65-1/2 St. N.E.  
Rugby, ND 58368  
Phone: 701-776-5117

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity Yellow Peas  
GRADE H2 DKT \_\_\_\_\_  
TW \_\_\_\_\_ CCL \_\_\_\_\_  
DOCK 1 HV \_\_\_\_\_  
M 13 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

107500 GROSS  
40480 TARE  
67020 NET

1117  
17  
1102.48 19

DRIVER: ON  OFF

Weighed By         

30,399

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0013513 ✓
Date	2018-08-24
Rail/Car Num.	

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0013513	11620	HO301542	S1554312 ✓	GUENTHER	2018-08-24
Scale Weight KG	Net	Item #	Description		
30,550	1,111.290 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation It is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- |  |  |
|--|--|
| Tractors: -Bumpers/Tires/Rims<br>-Fuel Tank Area<br>-Undercarriage (frame) | Trailer(s): -Fifth Wheel area (incl. skplate area)<br>-Exterior fall sides and undercarriage<br>-Interior of trailer/Framework |
|--|--|

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	1.00
Moisture	13.50
Splits	0.00

Comments:  
S1554312

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References Xport 572-4519096-2

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other than fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Steven Thiessen

Drivers Signature: \_\_\_\_\_

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

WAREHOUSE SCALE TICKET

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER  SELLER

TICKET NO. 1057

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L D0013517

NoDAK GRAIN

2373 65-1/2 St. N.E.  
Rugby, ND 58368  
Phone: 701-776-5117

Commodity Yellow Per  
GRADE HV DKT \_\_\_\_\_  
TW \_\_\_\_\_ CCL \_\_\_\_\_  
DOCK 1 HV \_\_\_\_\_  
M \_\_\_\_\_ FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

916570 GROSS  
3160 TARE  
600570 NET

64920 1032  
LOS 16.23  
1065

29.447

DRIVER: ON  OFF

Weighed By [Signature]

WAREHOUSE SCALE TICKET

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER  SELLER

TICKET NO. 1060

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L D0013518

NoDAK GRAIN

2373 65-1/2 St. N.E.  
Rugby, ND 58368  
Phone: 701-776-5117

Commodity Yellow Per  
GRADE HV DKT \_\_\_\_\_  
TW 60-6 CCL \_\_\_\_\_  
DOCK 1-8 HV \_\_\_\_\_  
M 13-3 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

95040 GROSS  
2200 TARE  
62840 NET

DRIVER: ON  OFF

Weighed By [Signature]

[Handwritten scribble]



**WAREHOUSE SCALE TICKET**  
 This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
 SELLER

TICKET NO. 1057

**NoDAK GRAIN**

2373 65-1/2 St. N.E.  
 Rugby, ND 58368  
 Phone: 701-776-5117

Customer Dyno  
 Contract No. \_\_\_\_\_  
 Grain Origin \_\_\_\_\_  
 Carrier \_\_\_\_\_  
 B/L D0013517

Commodity Yellow Per  
 GRADE H DKT \_\_\_\_\_  
 TW \_\_\_\_\_ CCL \_\_\_\_\_  
 DOCK 1 HV \_\_\_\_\_  
 M \_\_\_\_\_ FN \_\_\_\_\_  
 PRO \_\_\_\_\_ ERG \_\_\_\_\_  
 S&B \_\_\_\_\_ STONE \_\_\_\_\_  
 FM \_\_\_\_\_ DON \_\_\_\_\_

GROSS 76530  
 TARE 3160  
 NET 64920  
605  
1052  
16.23  
1065

DRIVER: ON  OFF

Weighed By LD

367,058 • Vidar Lundeen Co., Pri/ara • Fergus Falls, MN • 1-800-346-4870

**WAREHOUSE SCALE TICKET**  
 This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
 SELLER

TICKET NO. 1060

**NoDAK GRAIN**

2373 65-1/2 St. N.E.  
 Rugby, ND 58368  
 Phone: 701-776-5117

Customer Dyno  
 Contract No. \_\_\_\_\_  
 Grain Origin \_\_\_\_\_  
 Carrier \_\_\_\_\_  
 B/L D0013518

Commodity Yellow Per  
 GRADE H DKT \_\_\_\_\_  
 TW 61176 CCL \_\_\_\_\_  
 DOCK 1 HV \_\_\_\_\_  
 M 133 FN \_\_\_\_\_  
 PRO \_\_\_\_\_ ERG \_\_\_\_\_  
 S&B \_\_\_\_\_ STONE \_\_\_\_\_  
 FM \_\_\_\_\_ DON \_\_\_\_\_

GROSS 95040  
 TARE 28000  
 NET 62480  
1077  
13.57  
1030

*[Signature]*

DRIVER: ON  OFF

Weighed By LD

28.340

367,058 • Vidar Lundeen Co., Pri/ara • Fergus Falls, MN • 1-800-346-4870



2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0013518
Date	2018-08-28
Rail Car Num	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticker #	Ship Method	Ship Date
D0013518	11620	HO301542	S1654331	4-11 TRUCKS INC	2018-08-28
Scale Weight KG	Net	Item #	Description		
28,379	1,016.680 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims
- Trailer(s): -Fifth Wheel area (incl. splate area)
- Fuel Tank Area
- Exterior (all sides and undercarriage)
- Undercarriage (frame)
- Interior of trailer/Framework

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	2.50
Moisture	14.00
Spills	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References Xport 572-4540430-6

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain, fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: \_\_\_\_\_

Drivers Signature: \_\_\_\_\_

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

**WAREHOUSE SCALE TICKET**  
This Warehouse Scale Ticket is Not-Negotiable.  
It must be converted into cash, noncredit-sale  
contract, credit-sale contract, or warehouse  
receipt within 45 days after the grain is delivered  
to the warehouse.

BUYER   
SELLER

TICKET NO. 1063

**NoDAK GRAIN**

2373 65-1/2 St. N.E.  
Rugby, ND 58368  
Phone: 701-776-5117

Customer Dillon  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L D0013518

Commodity Yellow Corn  
GRADE 112 DKT \_\_\_\_\_  
TW 63.2 CCL \_\_\_\_\_  
DOCK 1.2 HV \_\_\_\_\_  
M 12.9 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

100560 GROSS  
21400 TARE  
6-1160 NET

1152  
133  
1132

DRIVER: ON  OFF

Weighted By DD

29.102

**Delmar**  
Commodities  
2 - 915 Navigator Road  
Winkler MB R6W 0L7

**BILL OF LADING**

Bill of Lading	D0013519
Date	2018-08-29
Rail Car Num	D0013518

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract - Assembly	Ticket #	Ship Method	Ship Date
D0013519	11620	HO301542	S1554346	4-11 TRUCKS INC	2018-08-29
Scale Weight KG	Net	Item #	Description		
29,500	1,075.270 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)
- Fuel Tank Area                              -Exterior (all sides and undercarriage)
- Undercarriage (frame)                      -interior of trailer/Framework

Signed: 

Settlement Adjustments	0.00
Dockage	0.80
Moisture	13.00
Splits	0.00

Comments:



Container & Seal Numbers:

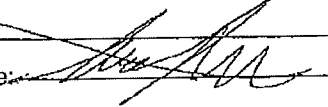
Customer PO Number:

Vehicle License No.:


Lot #:

Additional References      Xport 572-4541061-8

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: \_\_\_\_\_  
Drivers Signature: 

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_  
Employee Signature: 

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, non-credit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. **086**

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58801  
Phone: 701-662-1054

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity Yellow peas

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW 61.5 CCL \_\_\_\_\_

DOCK 10.2 HV \_\_\_\_\_

M 12.7 FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM \_\_\_\_\_ DON \_\_\_\_\_

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

110,980  
40640  
1,172 B-shells  
70340

GROSS

TARE

NET

022 14788

31.905

# Delmar Commodities

2 - 915 Navigator Road  
Winkler, MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0014788 ✓
Date	2018-09-17
Rail Car Num:	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

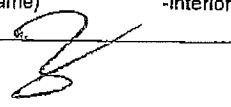
**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract Assembly	Ticker #	Ship Method	Ship Date
D0014788	11620	HO301542	S1554470	GUENTHER	2018-09-17
Scale Weight (KG)	Net	Item #	Description		
31,550	1,138.390 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. s/plate area)  
 -Fuel Tank Area                              -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)                      -Interior of trailer/Framework

Signed: \_\_\_\_\_  


Settlement Adjustments	0.00
Dockage	1.80
Moisture	13.00
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

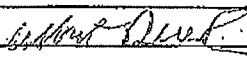
Vehicle License No.:

Lot #:

Additional References      Xport 572-4550082-2

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other than fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: \_\_\_\_\_

Drivers Signature: \_\_\_\_\_  


I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_  


WAREHOUSE SCALE TICKET  
This Warehouse Scale Ticket is Not Negotiable.  
It must be converted into a bill of sale, non-negotiable sale  
contract, credit sale contract, or warehouse  
receipt within 45 days after the grain is delivered  
to the warehouse.

BUYER   
SELLER

TICKET NO. 170

### NODAK GRAIN

5037 91st Ave. NE  
Devils Lake, ND 58801  
Phone: 701-662-1054

Customer: Netmar  
Contract No: \_\_\_\_\_  
Grain Origin: \_\_\_\_\_  
Carrier: \_\_\_\_\_  
B/L: \_\_\_\_\_

Commodity: Yellow Peas  
GRADE: \_\_\_\_\_ DKT: \_\_\_\_\_  
TW: 64.0 CCL: \_\_\_\_\_  
DOCK: 7.2 HV: \_\_\_\_\_  
M: 1.5 FN: \_\_\_\_\_  
PRO: \_\_\_\_\_ ERG: \_\_\_\_\_  
S&B: \_\_\_\_\_ STONE: \_\_\_\_\_  
FM: \_\_\_\_\_ DON: \_\_\_\_\_

Full 107680  
EMPTY 41,700  
Net - 65,980  
Dash - 1,099

GROSS  
TARE  
NET

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

DD 15447

29.928

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading #	D0015447 /
Date	2018-10-09
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0015447	11620	HO301542	S1554661 /	GUENTHER	2018-10-09
Scale Weight KG	Net	Item #	Description		
29,942	1,089.180 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulations it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (Incl. skplate area)  
 -Fuel Tank Area                              -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)                      -Interior of trailer/Framework

Signed: MT

Settlement Adjustments	0.00
Dockage	1.00
Moisture	13.70
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References      XPORT572-4563567-7

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Jason

Drivers Signature: [Signature]

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: Matthew Talbot

Employee Signature: [Signature]

WAREHOUSE SCALE TICKET

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit sale contract, credit sale contract, or Warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 171

DeVos

**NODAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity Yellow Peas

97660 lb 12:59PM SCALE 8 1  
32620 lb 01:25PM SCALE 8 1

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW 61.8 CCL \_\_\_\_\_  
DOCK 10.2 HV \_\_\_\_\_  
M 13.8 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

GROSS  
TARE  
NET

10/09/2018 01:26PM  
Grain 3 Yellow Pea  
G 97660 lb R 60 LB/BU 1084.00 BU  
T 32620 lb 10.2 XDOCK 110.57 BU  
N 65040 lb 0.2 XHRR 1.63 BU  
971.80 NET BU  
% MOISTURE 13.8 % FM 0.000

DRIVER: ON  OR VILLE

Weighed By \_\_\_\_\_

Victor Lundeen Co. Producers • Fargo, ND • 1-800-340-4870

29.501

D021526

# Delmar

Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0015216/
Date	2018-10-09
Rail Car Num.	

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract # Assembly	Ticket #	Ship Method	Ship Date
D0015216	11620	HO301542	S1554663/	GUENTHER	2018-10-09
Scale Weight KG	Net	Item #	Description		
29,304	1,069.200 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulations it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims     Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area     -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)     -interior of trailer/Framework

Signed: \_\_\_\_\_

Settlement Adjustments: 0.00  
 Dockage: 0.70  
 Moisture: 13.60  
 Splits: 0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other than fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Franz Harder

Drivers Signature: Franz Harder

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: Ken Desrochers

Employee Signature: \_\_\_\_\_

WAREHOUSE SCALE TICKET

This Warehouse Scale Ticket is Not Negotiable. It must be converted into cash, noncredit sale contract, credit sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 172

Deimon

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

**NODAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

2000 lb 02103PH SCALE S 1

Commodity Yellow peas

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW 63.3 CCL \_\_\_\_\_  
DOCK 7.3 HV \_\_\_\_\_  
M 13.8 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

10/09/2018 02:07PM

				GROSS		TARE	
Grain		3 Yellow Pea					
G	96860 lb R	40 LB/BU	1085.67 BU				
T	31720 lb	7.3 %DOCK	79.25 BU	NET			
N	65140 lb	0.2 %SHR	1.63 BU				
				1004.79 NET BU			
				% FM 0.000			

% MOISTURE 13.8

ROHRVILLE

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

367,653 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1-800-346-4870

D00 15454

29.093

# Delmar

Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0015454
Date	2018-10-09
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract #	Assembly	Ticket #	Ship Method	Ship Date
D0015454	11620	HO301542		S1554664	RODNEY NEUFELD	2018-10-09
Scale Weight KG	Net	Item #	Description			
29,340	1,069,440 BU	13-0220	Peas - Yellow 2 CAN			

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulations it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area                      -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)              -Interior of trailer/Framework

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	0.80
Moisture	13.80
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: \_\_\_\_\_

Drivers Signature: \_\_\_\_\_

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: Ken Desrochers

Employee Signature: \_\_\_\_\_

**WAREHOUSE SCALE TICKET**  
 This Warehouse Scale Ticket is Non-Negotiable.  
 It must be converted into cash, noncredit-sale  
 contract, credit-sale contract, or warehouse  
 receipt within 45 days after the grain is delivered  
 to the warehouse.

BUYER   
 SELLER

TICKET NO. 173

*Delmar*

**NoDAK GRAIN**

5037 91st Ave. NE  
 Devils Lake, ND 58301  
 Phone: 701-662-1054

Customer \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Grain Origin \_\_\_\_\_  
 Carrier \_\_\_\_\_  
 B/L \_\_\_\_\_

Commodity Yellow Peas

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
 TW 63.9 CCL \_\_\_\_\_  
 DOCK 21.7 HV \_\_\_\_\_  
 M 13.4 FN \_\_\_\_\_  
 PRO \_\_\_\_\_ ERG \_\_\_\_\_  
 S&B \_\_\_\_\_ STONE \_\_\_\_\_  
 FM \_\_\_\_\_ DON \_\_\_\_\_

	GROSS
	TARE
	NET

*27.560*

DRIVER: ON  OFF  VEHICLE

Weighed By \_\_\_\_\_

D2015278

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0015278 ✓
Date	2018-10-09
Rail Car Num.	

**Bill To::**

Midwest Grain Trading PO Box 183 Leeds ND 58346
---

**Ship to:**

RUGBY Midwest Grain Trading 2373 65 1/2 ST NE Rugby, ND 58368
--

Bill of Lading #	Customer ID	Contract --Assembly	Ticket #	Ship Method	Ship Date
D0015278	11620	HO301542	S1554665 /	TRIGG FREIGHT	2018-10-09
Scale Weight KG	Net	Item #	Description		
27,407	999,980 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims    Trailer(s): -Fifth Wheel area (incl. splate area)  
              -Fuel Tank Area    -Exterior (all sides and undercarriage)  
              -Undercarriage (frame)    -interior of trailer/Framework

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	0.70
Moisture	13.60
Spills	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.: POS 267

Lot #:

Additional References

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other than fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Isaac Jenner

Drivers Signature: \_\_\_\_\_

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: Ken Desrosiers

Employee Signature: \_\_\_\_\_

D0015207

**WAREHOUSE SCALE TICKET**  
This Warehouse Scale Ticket is Non-Negotiable.  
It must be converted into cash, noncredit-sale  
contract, credit-sale contract, or warehouse  
receipt within 45 days after the grain is delivered  
to the warehouse.

BUYER   
SELLER

TICKET NO. 174

*Delmar*

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity Yellow Peas

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW 63.2 CCL \_\_\_\_\_

DOCK 6.2 HV \_\_\_\_\_

M 13.7 FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM \_\_\_\_\_ DON \_\_\_\_\_

10/09 10:09 AM 04:30 PM  
GROSS  
TARE  
NET

10/09 10:09 AM 04:30 PM  
Grain Yellow Peas  
G 102100 LB @ 6.2 STONE 1140.00 LB  
T 33700 LB @ 6.2 STONE 207.94 LB  
H 64000 LB @ 0.1 STONE 1.14 LB  
TOTAL OR NET LB 1348.08

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

31.025

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading #	D0015207 /
Date	2018-10-09
Rail Car Num.	

**Bill To::**

Midwest Grain Trading PO Box 183 Leeds ND 58346
---

**Ship to:**

RUGBY Midwest Grain Trading 2373 65 1/2 ST NE Rugby, ND 58368
--

Bill of Lading #	Customer ID	Contract - Assembly	Ticket #	Ship Method	Ship Date
D0015207	11620	HO301542	S1554668 /	BP GRAIN	2018-10-09
Scale Weight KG	Net	Item #	Description		
30,854	1,125.750 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: It is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims    Traller(s): -Fifth Wheel area (incl. skplate area)
- Fuel Tank Area                        -Exterior (all sides and undercarriage)
- Undercarriage (frame)                -interior of trailer/Framework

Signed: *[Signature]*

Settlement Adjustments	0.00
Dockage	0.70
Moisture	14.20
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References

I hereby acknowledge by signing below that I have inspected my trailer(s) & have deemed them to be clean of any form of contaminant (other grain, fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Juan Lozano

Drivers Signature: Juan Lozano

I hereby certify that the information on this document contains a true & correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: Kan Resocho

Employee Signature: [Signature]

WAREHOUSE SCALE TICKET

This Warehouse Scale Ticket is Not Negotiable. It must be converted into cash, honored, sale contract, credit sale, contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 176

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer: \_\_\_\_\_  
Contract No: \_\_\_\_\_  
Grain Origin: \_\_\_\_\_  
Carrier: \_\_\_\_\_  
B/L: \_\_\_\_\_

Commodity: YAM PRO  
GRADE: \_\_\_\_\_ DKT: \_\_\_\_\_  
TW: 603 CCL: \_\_\_\_\_  
DOCK: 75 HV: \_\_\_\_\_  
M: 1276 FN: \_\_\_\_\_  
PRO: \_\_\_\_\_ ERG: \_\_\_\_\_  
S&B: \_\_\_\_\_ STONE: \_\_\_\_\_  
FM: \_\_\_\_\_ DON: \_\_\_\_\_

Full 106,380  
P&Y - 40,520  
Net - 65,860  
Bush - 1,097

GROSS  
TARE  
NET

DRIVER: ON  OFF

Weighed By: \_\_\_\_\_

D2015448

29.873

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading #	D0015448
Date	2018-10-10
Rail Car Num.	

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

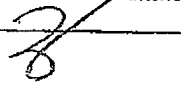
RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract - Assembly	Ticket #	Ship Method	Ship Date
D0015448	11620	HO301542	S1554672	GUENTHER	2018-10-10
Scale Weight KG	Net	Item #	Description		
29.727	1,084.630 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims
- Trailer(s): -Fifth Wheel area (incl. skplate area)
- Fuel Tank Area
- Exterior (all sides and undercarriage)
- Undercarriage (frame)
- Interior of trailer/Framework

Signed: \_\_\_\_\_



Settlement Adjustments	0.00
Dockage	0.70
Moisture	12.70
Spills	0.00

Comments:

Container & Seal Numbers:

PDT 213 MB  
T0478 8 MB  
T0478 3

Customer PO Number:

Vehicle License No.:

Lot #:

Additional References Xport 572-4564344-0

I hereby acknowledge by signing below that I have inspected my trailer(s) & have deemed them to be clean of any form of contaminant (other grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Jason Thurston  
Drivers Signature: [Signature]

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: \_\_\_\_\_  
Employee Signature: [Signature]

**WAREHOUSE SCALE TICKET**  
 This Warehouse Scale Ticket is Not Negotiable.  
 It must be converted into cash, noncredit-sale  
 contract, credit-sale contract, or warehouse  
 receipt within 45 days after the grain is delivered  
 to the warehouse.

BUYER   
 SELLER

TICKET NO. **177**  
*Deimos*

**NODAK GRAIN**  
 5037 91st Ave. NE  
 Devils Lake, ND 58301  
 Phone: 701-662-1054

Customer: \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Grain Origin \_\_\_\_\_  
 Carrier \_\_\_\_\_

Commodity *YELW PDS*

B/L  
 94520 lb 01:30PM SCALE S 1  
 31520 lb 01:50PM SCALE S 1 **GROSS**

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
 TW *62.9* CCL \_\_\_\_\_  
 DOCK *7.1* HV \_\_\_\_\_  
 M *14.1* FN \_\_\_\_\_  
 PRO \_\_\_\_\_ ERG \_\_\_\_\_  
 S&B \_\_\_\_\_ STONE \_\_\_\_\_  
 FM \_\_\_\_\_ DON \_\_\_\_\_

10/10/2018 01:59PM  
 Grain 3 Yellow Pea  
 G 94520 lb R 60 LB/BU 1050.00 BU  
 T 31520 lb 7.1 %DOCK 74.55 BU  
 N 63000 lb 0.3 %SHR 3.15 BU  
 972.30 NET BU  
 % MOISTURE 14.1 % FH 0.000

DRIVER: ON  ORCAVILLE

Weighed By \_\_\_\_\_

387,659 • Victor Lundsden Co., Printers • Fergus Falls, MN • 1-800-240-4870

*28,576*

*D2215455*



2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0015455 ✓
Date	2018-10-10
Rail Car Num.	

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

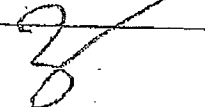
**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0015455	11620	HO301542	S1554677 ✓	RODNEY NEUFELD	2018-10-10
Scale Weight KG	Net	Item #	Description		
28,428	1,039.330 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulations it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims
- Fuel Tank Area
- Undercarriage (frame)
- Trailer(s): -Fifth Wheel area (incl. s/plate area)
- Exterior (all sides and undercarriage)
- Interior of trailer/Framework

Signed: 

Settlement Adjustments	0.00
Dockage	0.50
Moisture	14.00
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.: PCT 344 SZ 80 97

Lot #:

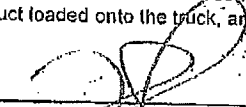
Additional References Xport 572-4564394-5

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain, fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Rod Neufeld

Drivers Signature: 

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: 

Employee Signature: 

**WAREHOUSE SCALE TICKET**  
 This Warehouse Scale Ticket is Not Negotiable.  
 It must be converted into cash, non-negotiable  
 contract or credit sale contract, or warehouse  
 receipt within 45 days after the grain is delivered  
 to the warehouse.

BUYER   
 SELLER

TICKET NO. 178  
 DeMor

**NO DAK GRAIN**  
 5097 9th Ave. NE  
 Devils Lake, ND 58301  
 Phone: 701-662-1054

Customer \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Grain Origin \_\_\_\_\_  
 Carrier \_\_\_\_\_  
 B/L \_\_\_\_\_

Commodity Yellow Peas  
 GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
 TW 62.6 GCL \_\_\_\_\_  
 DOCK 7.3 HV \_\_\_\_\_  
 M 14.1 FN \_\_\_\_\_  
 PRO \_\_\_\_\_ ERG \_\_\_\_\_  
 S&B \_\_\_\_\_ STONE \_\_\_\_\_  
 FM \_\_\_\_\_ DON \_\_\_\_\_

81440 lb 02:50PM SCALE S 1  
 28260 lb 03:16PM SCALE S 1 GROSS  
 TARE \_\_\_\_\_  
 NET \_\_\_\_\_  
 10/10/2018 03:16PM  
 Grain 3 Yellow Pea  
 G 81440 lb R 60 LB/BU 886.33 BU  
 T 28260 lb 7.3 XDOCK 64.70 BU  
 N 53180 lb 0.3 XSHRX 2.66 BU  
 818.97 NET BU  
 % MOISTURE 14.1 % FM 0.000

DRIVER: ON  OFF   
 MOOREVILLE  
 Weighed By \_\_\_\_\_

24.122

D2015450

## Crockford, Konrad S.

---

**From:** Keith Friesen <Keith@delmarcommodities.com>  
**Sent:** Tuesday, November 20, 2018 14:50  
**To:** Crockford, Konrad S.; Art Stacey; Nitschke, Darrell D.  
**Cc:** Dale Heide; Jeffcoat-Sacco, Illona  
**Subject:** RE: Midwest Grain Trading / Claim of Delmar Commodities Ltd.  
**Attachments:** 20181120144907230.pdf

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Ticket/BOL attachment # 2

**From:** Keith Friesen  
**Sent:** November 20, 2018 2:50 PM  
**To:** 'Crockford, Konrad S.'; 'Art Stacey'; 'Nitschke, Darrell D.'  
**Cc:** Dale Heide; 'Jeffcoat-Sacco, Illona'  
**Subject:** RE: Midwest Grain Trading / Claim of Delmar Commodities Ltd.

Ticket/BOL attachment # 1

**From:** Keith Friesen  
**Sent:** November 20, 2018 2:49 PM  
**To:** 'Crockford, Konrad S.'; 'Art Stacey'; 'Nitschke, Darrell D.'  
**Cc:** Dale Heide; 'Jeffcoat-Sacco, Illona'  
**Subject:** RE: Midwest Grain Trading / Claim of Delmar Commodities Ltd.

OK, next I have attached the Delmar invoice for all the loads that we did NOT receive any settlement/assembly info from Midwest. Since we did not receive any direction from Midwest as to which contract to use, we just applied the to the largest contract for the correct timeframe ( H0301546 ).

The following 2 emails will have all the tickets and BOLS for this invoice.



**WAREHOUSE SCALE TICKET**  
 This Warehouse Scale Ticket is Not-Negotiable.  
 It must be converted into cash, noncredit-sale  
 contract, credit-sale contract, or warehouse  
 receipt within 45 days after the grain is delivered  
 to the warehouse.

BUYER   
 SELLER

TICKET NO. 179

*Deiner*

**NoDAK GRAIN**

5037 91st Ave. NE  
 Devils Lake, ND 58301  
 Phone: 701-662-1054

Customer \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Grain Origin \_\_\_\_\_  
 Carrier \_\_\_\_\_  
 B/L \_\_\_\_\_

Commodity *Yellow Peas*

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW *63.1* \_\_\_\_\_ CCL \_\_\_\_\_

DOCK *6.0* \_\_\_\_\_ HV \_\_\_\_\_

M *17.5* \_\_\_\_\_ FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM \_\_\_\_\_ DON \_\_\_\_\_

100640 lb @ 32.0000 SCALE 5  
 33320 lb @ 32.0000 SCALE 5

GROSS

TARE

NET

10/10/2018 04:00PM

Grain - 3 Yellow Peas

G 100640 lb @ 60.18/BU 1102.00 BU

T 33320 lb @ 60.18/BU 17.00 BU

F 67320 lb @ 60.18/BU 6.00 BU

TOTAL NET 1230.00 BU

MOISTURE 12.5

IN CLD

DRIVER: ON  OFF  *DUPLICATE*

Weighed By \_\_\_\_\_

*30.535*

*Dop 15208*

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0015208
Date	2018-10-10
Rail Car Num.	

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

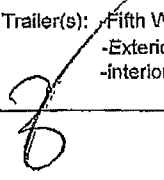
RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0015208	11620	HO301542	S1554681 /	BP GRAIN	2018-10-10
Scale Weight KG	Net	Item #	Description		
30,355	1,104.200 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: It is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims  
-Fuel Tank Area  
-Undercarriage (frame)
- Trailer(s): -Fifth Wheel area (incl. skplate area)  
-Exterior (all sides and undercarriage)  
-interior of trailer/Framework

Signed: \_\_\_\_\_



Settlement Adjustments	0.00
Dockage	1.00
Moisture	12.80
Splits	0.00

Comments:

Container & Seal Numbers:

Truck POT 727  
Trailer TB-20-94

Customer PO Number:

Vehicle License No.:

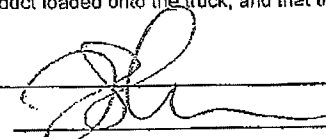
Lot #:

Additional References Xport 572-4559625-9

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain: fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Juan Loren  
Drivers Signature: Juan Loren

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_  
Employee Signature: 

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not Negotiable. It must be converted into cash, non-negotiable sale contract, credit sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO: 1295

**NODAK GRAIN**

2370 65 1/2 St. N.E.  
Hugby, ND 58368  
Phone: 701-776-5117

Customer: Palmer  
Contract No: \_\_\_\_\_  
Grain Origin: \_\_\_\_\_  
Carrier: \_\_\_\_\_  
B/L: \_\_\_\_\_

Commodity: Yellow Peas  
GRADE: HL DKT: \_\_\_\_\_  
TW: 3.1 CCL: \_\_\_\_\_  
DOCK: 1.9 HV: \_\_\_\_\_  
M: 14.6 FN: \_\_\_\_\_  
PRO: \_\_\_\_\_ ERG: \_\_\_\_\_  
S&B: \_\_\_\_\_ STONE: \_\_\_\_\_  
FM: \_\_\_\_\_ DON: \_\_\_\_\_

107260 GROSS  
40420 TARE  
66840 NET  
1114  
2160  
1092

DRIVER: ON  OFF

Weighted By: PL

30.318

D00 15449



**WAREHOUSE SCALE TICKET**  
This Warehouse Scale Ticket is Not Negotiable. It must be converted into cash, non-credit sale contract, credit sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER  9-11-19  
SELLER

TICKET NO. 1296

**NoDAK GRAIN**

2373 65-1/2 St. N.E.  
Rugby, ND 58368  
Phone: 701-776-5117

Wet

Customer: ~~Del Mar~~  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity: Yellow Peas  
GRADE: W2 DKT \_\_\_\_\_  
TW: 62.5 CCL \_\_\_\_\_  
DOCK: 15 HV \_\_\_\_\_  
M: 15.5 FM \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

921300 / GROSS  
31940 TARE  
64360 NET  
1072  
1608  
1055

DRIVER: ON  OFF

Weighed By: DD

29.193

D22 15451

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0015451 /
Date	2018-10-11
Rail Car Num	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract Assembly	Ticket #	Ship Method	Ship Date
D0015451	11620	HO301542	S1554686 /	GUENTHER	2018-10-11
Scale Weight KG	Net	Item #	Description		
29,031	1,052.840 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims  
-Fuel Tank Area  
-Undercarriage (frame)
- Trailer(s): -Fifth Wheel area (incl. skplate area)  
-Exterior (all sides and undercarriage)  
Interior of trailer/Framework

Signed: 

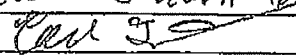
Settlement Adjustments	0.00
Dockage	1.30
Moisture	14.20
Splits	0.00

Comments:

**Container & Seal Numbers:**

PDC 074 NWS  
TB 1576 NWS

I hereby acknowledge by signing below that I have inspected my trailer(s) & have deemed them to be clean of any form of contaminant (other grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Carl Guenther  
Drivers Signature: 

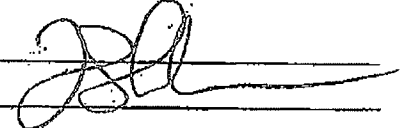
**Customer PO Number:**

Vehicle License No.:

Lot #:

Additional References Xport 572-4565025-4

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_  
Employee Signature: 

**WAREHOUSE SCALE TICKET**  
 This Warehouse Scale Ticket is Not-Negotiable.  
 It must be converted into cash, noncredit-sale  
 contract, credit-sale contract, or warehouse  
 receipt within 45 days after the grain is delivered  
 to the warehouse.

BUYER   
 SELLER

TICKET NO. **184**

**NoDAK GRAIN**

5037 91st Ave. NE  
 Devils Lake, ND 58301  
 Phone: 701-662-1054

Customer: DeWitt  
 Contract No. \_\_\_\_\_  
 Grain Origin \_\_\_\_\_  
 Carrier \_\_\_\_\_  
 B/L \_\_\_\_\_

Commodity Hard Red  
 GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
 TW 62.4 CCL \_\_\_\_\_  
 DOCK 11.2 HV \_\_\_\_\_  
 M 13.8 FN \_\_\_\_\_  
 PRO \_\_\_\_\_ ERG \_\_\_\_\_  
 S&B \_\_\_\_\_ STONE \_\_\_\_\_  
 FM \_\_\_\_\_ DON \_\_\_\_\_

10/17/2019 08:26 AM  
 Grain Yellow Per  
 0 10240 10 R 60 11/00 1155.57 40  
 1 3330 1b 11.2 1000 124.50 00  
 2 6250 1H 10.5 1000 112.50 00  
 3 1000 1H 10.5 1000 112.50 00  
 4 1000 1H 10.5 1000 112.50 00  
 5 1000 1H 10.5 1000 112.50 00  
 6 1000 1H 10.5 1000 112.50 00  
 7 1000 1H 10.5 1000 112.50 00  
 8 1000 1H 10.5 1000 112.50 00  
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 95 1000 1H 10.5 1000 112.50 00  
 96 1000 1H 10.5 1000 112.50 00  
 97 1000 1H 10.5 1000 112.50 00  
 98 1000 1H 10.5 1000 112.50 00  
 99 1000 1H 10.5 1000 112.50 00  
 100 1000 1H 10.5 1000 112.50 00

DRIVER: ON  OFF   
 ROMEVILLE

Weighted By \_\_\_\_\_

31443

D0015209



**WAREHOUSE SCALE TICKET**  
 This Warehouse Scale Ticket is Not Negotiable.  
 It must be converted into cash, noncredit sale,  
 contract, credit sale, contract, or warehouse  
 receipt within 45 days after the grain is delivered  
 to the warehouse.

BUYER   
 SELLER

TICKET NO. 185

**NoDAK GRAIN**

5087 91st Ave. NE  
 Devils Lake, ND 58301  
 Phone: 701-662-1054

Customer Deviser  
 Contract No. \_\_\_\_\_  
 Grain Origin \_\_\_\_\_  
 Carrier \_\_\_\_\_  
 B/L \_\_\_\_\_

0015210  
 2018-10-17

Commodity Yellow Peas

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW 64.6 CCL \_\_\_\_\_

DOCK 8.2 HV \_\_\_\_\_

M 13.5 FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM \_\_\_\_\_ DON \_\_\_\_\_

10/10/2018 11:09AM  
 Grain Yellow Peas  
 G 24500 lb R 50 10/10 1061 35 00  
 T 30900 lb B 2 10/10 07 03 00  
 N 27600 lb 0 0 10/10 00 00 00  
 10/10/2018 11:09AM

GROSS  
 TARE  
 NET

DRIVER: ON  OFF  TITLE

Weighed By \_\_\_\_\_

28.884

Ship Date  
 2018-10-1

Inspection fo

0015210

# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0015210 ✓
Date	2018-10-17
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract - Assembly	Ticket #	Ship Method	Ship Date
D0015210	11620	HO301542	S1554713	BP GRAIN	2018-10-17
Scale Weight KG	Net	Item #	Description		
28,698	1,043.930 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area                              -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)                      -interior of trailer/Framework

Signed: M.T.

Settlement Adjustments	0.00
Dockage	1.00
Moisture	14.30
Splits	0.00

Comments:

**Container & Seal Numbers:**

PAR 418 MB  
TC 56 85 MB

**Customer PO Number:**

Vehicle License No.:

Lot #:

Additional References      XPORT572-4559623-4

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: J. MARK Taylor

Drivers Signature: [Signature]

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: Matthew Talbot

Employee Signature: [Signature]

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 187

*DeLano*

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity *Yellow peas*

96540 lb 10:54AM SCALE 8 1  
31660 lb 11:22AM SCALE 8 1 **GROSS**

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW *63.0* CCL \_\_\_\_\_  
DOCK *4.5* HV \_\_\_\_\_  
M *14.2* FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

10/22/2018 11:23AM

Grain *3 Yellow Pea*

G 96540 lb R 60 LB/BU 1081.33 BU  
T 31660 lb 4.5 %DOCK 48.66 BU  
N 64880 lb 0.3 %SHR 3.78 BU

TARE  
NET

1028.89 NET BU

% MOISTURE 14.2 % FM 0.000

DRIVER: ON  OFF   
RIVERVILLE

Weighed By \_\_\_\_\_

© 2012 Victor Lundeen Co., Packers • Fergus Falls, MN • 1-800-348-4070

*29.429*

*D2215456*



2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0015456 /
Date	2018-10-22
Rail Car Num	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

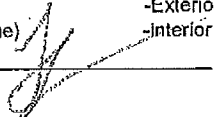
**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Trailer	Ship Method	Ship Date
D0015456	11620	HO301542	S1554726 /	RODNEY NEUFELD	2018-10-19
Scale Weight, KG	Net	Item #	Description		
29,235	1,064.530 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: It is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. splash area)  
 -Fuel Tank Area                              -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)                      -Interior of trailer/Framework

Signed: 

Settlement Adjustments	0.00
Dockage	0.90
Moisture	14.50
Spills	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

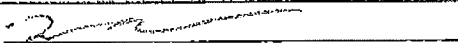
Vehicle License No.: *PCT 344 & TA 9440*

Lot #:

Additional References      xport 572-4564548-6

I hereby acknowledge by signing below that I have inspected my trailer(s) & have deemed them to be clean of any form of contaminant (other grain: fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: \_\_\_\_\_

Drivers Signature: 

I hereby certify that the information on this document contains a true or correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_

Employee Signature: 

**WAREHOUSE SCALE TICKET**  
 This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
 SELLER

TICKET NO. **189**  
*DeMat*

**NODAK GRAIN**  
 5037 91st Ave. NE  
 Devils Lake, ND 58301  
 Phone: 701-662-1054

Customer \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Grain Origin \_\_\_\_\_  
 Carrier \_\_\_\_\_  
 B/L \_\_\_\_\_

Commodity Yellow peas

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
 TW 6.5 CCL \_\_\_\_\_  
 DOCK 6.2 HV \_\_\_\_\_  
 M 13.4 FN \_\_\_\_\_  
 PRO \_\_\_\_\_ ERG \_\_\_\_\_  
 S&B \_\_\_\_\_ STONE \_\_\_\_\_  
 FM \_\_\_\_\_ DON \_\_\_\_\_

91400 10 11 3304 5000 5  
 73100 10 12 1500 5000 5  
 10/22/01 10 15 1500  
 Grain 1 Yellow Peas  
 G 91400 10 R 60 10/20 072.67 BU  
 T 35100 10 6.2 2000 60.00 BU  
 M 58360 10 0.6 2000 0.60 BU  
 58360 16  
 7 10/22/01 10 15 1500 8.60 10.00

GROSS  
 TARE  
 NET

DRIVER: ON  OFF

Weighed By \_\_\_\_\_  
 Victor Lindsay Co., Printers • Fargo, ND • 1-800-346-4870

*DPD 15757*

*26.471*



2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0015757 ✓
Date	2018-10-22
Rail Car Num	

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading	Customer ID	Contract Assembly	Ticket	Ship Method	Ship Date
D0015757	11620	HO301559	S1554733 /	DESPERATO FLATS	2018-10-22
Scale Weight (KG)	Net	Item	Description		
26,254	955.020 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims
- Fuel Tank Area
- Undercarriage (frame)
- Trailer(s): -Fifth Wheel area (incl. splate area)
- Exterior (all sides and undercarriage)
- interior of trailer/Framework

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	1.00
Moisture	13.90
Splits	0.00

Comments:

**Container & Seal Numbers:**

Truck PDX 445  
Trailer TC 7011

**Customer PO Number:**

Vehicle License No.:

Lot #:

Additional References Xport 572-4571031-4

I hereby acknowledge by signing below that I have inspected my trailer(s) & have deemed them to be clean of any form of contaminant (other grain: fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Corvitus Peak

Drivers Signature: \_\_\_\_\_

I hereby certify that the information on this document contains a true & correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 188

*DLR*

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58801  
Phone: 701-662-1054

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_


Commodity Yellow Peas

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW 62.8 CCL \_\_\_\_\_  
DOCK 4.2 HV \_\_\_\_\_  
M 15.1 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

90460 10 12 1000 1000 1000 1000  
10/29/2018 13.5104  
Grain Yellow Peas  
6 90460 10 R 60 10/29 1000 1000  
7 30240 10 4.2 1000 1000  
8 64520 10 0.0 1000 1000  
% MOISTURE 15.1 1016.102 1000 1000

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

 387,853 • Victor Lundeen Co., Prieters • Fergus Falls, MN • 1-800-346-4870

*29.129*

*D2015452*



2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0015452 ✓
Date	2018-10-22
Rail Car Num	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading	Customer ID	Contract / Assembly	Ticker	Ship Method	Ship Date
D0015452	11620	HO301542	S1554734 ✓	GUENTHER	2018-10-22
Scale Weight (KG)	Net	Item	Description		
28,965	1,055.770 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulations it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area                              -Exterior fall sides and undercarriage  
 -Undercarriage (frame)                      -Interior of trailer/Framework

Signed: \_\_\_\_\_  


Settlement Adjustments	0.00
Dockage	0.80
Moisture	14.50
Splits	0.00

Comments:

Container & Seal Numbers:

PDC071  
TB1574

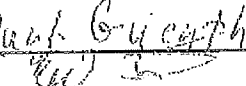
Customer PO Number:

Vehicle License No.:

Lot #:

Additional References      Xport 572-4565024-7

I hereby acknowledge by signing below that I have inspected my trailer(s) & have deemed them to be clean of any form of contaminant (other grain fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Paul Guenther  
 Drivers Signature: 

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_  
 Employee Signature: 

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is not negotiable. It must be converted into cash, non-credit sale contract, credit sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER

SELLER

TICKET NO. 208

**NODAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer Devinor

Contract No. \_\_\_\_\_

Grain Origin \_\_\_\_\_

Carrier \_\_\_\_\_

B/L 96880 lb 12:21PM SCALE 5 1

32280 lb 12:47PM SCALE 8 1 GROSS

GROSS

TARE

NET

Commodity Yellow Peas

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW 62.8 CCL \_\_\_\_\_

DOCK 8.6 HV \_\_\_\_\_

M 12.5 FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM \_\_\_\_\_ DON \_\_\_\_\_

10/30/2018 12:47PM

Grain 3 Yellow Pea

G 96880 lb R 60 LB/BU 1076.67 BU

T 32280 lb 8.6 %DOCK 92.59 BU

N 64600 lb 0.0 %SHRK 0.00 BU

984.08 NET BU

% MOISTURE 12.5 % FM 0.000

DRIVER: ON  OFF   
RUBENVILLE

Weighed By \_\_\_\_\_

387,859 • Victor Lundsden Co. • Fargo, ND • Fargo Falls, MN • 1-800-346-4970

D 2215453

29.302



2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0015453 ✓
Date	2018-10-30
Rail Car Num.	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading	Customer ID	Contract / Assembly	Trailer #	Ship Method	Ship Date
D0015453	11620	HO301542	S1554788 ✓	GUENTHER	2018-10-30
Scale Weight KG	Net	Item #	Description		
29,043	1,013.790 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)
- Fuel Tank Area                              -Exterior (all sides and undercarriage)
- Undercarriage (frame)                      -Interior of trailer/Framework

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	5.00
Moisture	13.80
Splits	0.00

Comments:

**Container & Seal Numbers:**

Customer PO Number: PD0074 mm  
 Vehicle License No.: TV 1576 mm  
 Lot #:  
 Additional References  
 572-4565026-2

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain; fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Paul Guenther  
 Drivers Signature: [Signature]

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: Lois Dobson  
 Employee Signature: [Signature]

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not Negotiable. It must be converted into cash, noncredit sale contract, credit sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. 210

Delmar

**NODAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Grain Origin \_\_\_\_\_  
Carrier \_\_\_\_\_  
B/L \_\_\_\_\_

Commodity Yellow Peas

96780 lb 02:04PM SCALE S 1  
31920 lb 02:28PM SCALE S 1 GROSS

GRADE \_\_\_\_\_ DKT \_\_\_\_\_

TW 63.5 CCL \_\_\_\_\_

DOCK 4.8 HV \_\_\_\_\_

M 13.5 FN \_\_\_\_\_

PRO \_\_\_\_\_ ERG \_\_\_\_\_

S&B \_\_\_\_\_ STONE \_\_\_\_\_

FM \_\_\_\_\_ DON \_\_\_\_\_

10/30/2018 02:29PM

Grain 3 Yellow Peas

G 96780 lb R 60 LB/BU 1081.00 BU  
T 31920 lb 4.8 %DOCK 51.89 BU  
N 64860 lb 0.0 %SHRK 0.00 BU  
1029.11 NET BU

% MOISTURE 13.5 % FM 0.000

DRIVER: ON  OFF  RIVERVILLE

Weighed By \_\_\_\_\_

D20 15457

29.420





# Delmar Commodities

2 - 915 Navigator Road  
Winkler MB R6W 0L7

## BILL OF LADING

Bill of Lading	D0015758 /
Date	2018-10-30
Rail/Car Num.	

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

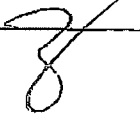
**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading #	Customer ID	Contract / Assembly	Ticket #	Ship Method	Ship Date
D0015758	11620	HO301559	S1554793	DESPERATO FLATS	2018-10-30
Scale Weight KG	Net	Item #	Description		
29,530	1,074.190 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. splate area)  
 -Fuel Tank Area                              -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)                      -interior of trailer/Framework

Signed: 

Settlement Adjustments	0.00
Dockage	1.00
Moisture	14.00
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.:

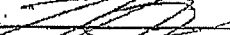
Lot #:

Additional References

PDT 745  
TB6628

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain: fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Row Ems

Drivers Signature: 

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: 

Employee Signature: 

**WAREHOUSE SCALE TICKET**  
 This Warehouse Scale Ticket is Not Negotiable. It must be converted into cash, noncredit sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
 SELLER

TICKET NO. 183

**NODAK GRAIN**

5037 91st Ave, NE  
 Devils Lake, ND 58301  
 Phone: 701-662-1054

Customer Delmar  
 Contract No. \_\_\_\_\_  
 Grain Origin \_\_\_\_\_  
 Carrier \_\_\_\_\_  
 B/L \_\_\_\_\_

Commodity Yellow Peas

FULL-97920

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
 TW 64.7 CCL \_\_\_\_\_  
 DOCK 19.2 HV \_\_\_\_\_  
 M 13.0 FN \_\_\_\_\_  
 PRO \_\_\_\_\_ ERG \_\_\_\_\_  
 S&B \_\_\_\_\_ STONE \_\_\_\_\_  
 FM \_\_\_\_\_ DON \_\_\_\_\_

31780 lb 00:41PM SCALE 3  
 10/16/2018 08:41AM  
 Grain 3 Yellow Pea  
 G 97920 lb @ 60 LB/BU 1102.33 BU  
 T 31780 lb @ 19.2 DOCK 211.65 BU  
 H 66140 lb @ 0.00 S&B 0.00 BU  
 690.68 NET BU  
 \* MOISTURE 13.0  
 1 FM 0.000

GROSS  
 TARE  
 NET

DRIVER: ON  OFF   
 RIVERVILLE

Weighed By \_\_\_\_\_

367,663 • Victor-Lundquist Co., Pillers • Fargo, ND, MN • 1-800-346-4370

DOB 15184

018-1

018-1

ition fc



2 - 915 Navigator Road  
Winkler MB R6W 0L7

# BILL OF LADING

Bill of Lading	D0015184
Date	2018-10-12
Rail Car Num	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

RUGBY  
Midwest Grain Trading  
2373 65 1/2 ST NE  
Rugby, ND 58368

Bill of Lading	Customer ID	Contract / Assembly	Trailer	Ship Method	Ship Date
D0015184	11620	HO301542	W1552267 /	BP GRAIN	2018-10-12
Scale Weight KG	Net	Item	Description		
30,025	1,087.780 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- |                               |  |
|-------------------------------|--|
| Tractors: -Bumpers/Tires/Rims | Trailer(s): -Fifth Wheel area (incl. skplate area) |
| -Fuel Tank Area               | -Exterior (all sides and undercarriage)            |
| -Undercarriage (frame)        | -interior of trailer/Framework                     |

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	1.40
Moisture	12.50
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.: PDP750/PC98-44

Lot #:

Additional References BP#29555

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain, fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Coop Peterson

Drivers Signature: \_\_\_\_\_

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded.

Employee Name: \_\_\_\_\_

Employee Signature: Glenn Bjarnason

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not Negotiable, cannot be converted into cash, noncredit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER   
SELLER

TICKET NO. **181**

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer: D...  
Contract No. \_\_\_\_\_  
Grain Origin: \_\_\_\_\_  
Carrier: \_\_\_\_\_  
B/L: \_\_\_\_\_

0151

18-10-

Commodity XXXXXX

GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW: 613 GCL \_\_\_\_\_  
DOCK: 20.0 HV \_\_\_\_\_  
M: 13.0 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

GROSS \_\_\_\_\_  
TARE \_\_\_\_\_  
NET \_\_\_\_\_  
10/12/2013 01:50PM  
Grain: 3 403 100 Pounds  
G: 100000 16 P... 20-1 P... 1120 37 101  
F: 10000 16 P... 20-1 P... 27 17 00  
H: 10000 16 P... 20-1 P... 17 00 00  
... NET 101

DRIVER: ON  OFF

Weighed By \_\_\_\_\_

30.980

Ship: 2018-1

action 1

D700 15183

**Delmar**  
**Commodities**  
 2 - 915 Navigator Road  
 Winkler MB: R6W 0L7

# BILL OF LADING

Bill of Lading	D0015183 ✓
Date	2018-10-18
Rail car Num	

**Bill To::**

Midwest Grain Trading  
 PO Box 183  
 Leeds ND 58346

**Ship to:**

RUGBY  
 Midwest Grain Trading  
 2373 65 1/2 ST NE  
 Rugby, ND 58368

Bill of Lading #	Customer ID	Contract Assembly	Ticket	Ship Method	Ship Date
D0015183	11620	HO301542	W1552292	BP GRAIN	2018-10-18
Scale Weight (Co)	Net	Lot	Description		
31,060	1,118.430 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area                              -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)                      -Interior of trailer/Framework

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	2.00
Moisture	12.90
Spills	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.: PDT727/TB20-94

Lot #:

Additional References      bol#27625

I hereby acknowledge by signing below that I have inspected my trailer(s) & have deemed them to be clean of any form of contaminant (other grain: fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Juan Lozano

Drivers Signature: Juan Lozano

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_

Employee Signature: [Signature]

**WAREHOUSE SCALE TICKET**  
This Warehouse Scale Ticket is Not-Negotiable.  
It must be converted into cash, noncredit-sale  
contract, credit-sale contract, or warehouse  
receipt within 15 days after the grain is delivered  
to the warehouse.

BUYER   
SELLER

TICKET NO. **190**

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer: \_\_\_\_\_  
Contract No.: \_\_\_\_\_  
Grain Origin: \_\_\_\_\_  
Carrier: \_\_\_\_\_  
B/L: \_\_\_\_\_

Commodity knifed peas  
GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
TW 64.4 OCL \_\_\_\_\_  
DOCK 4.1 HV \_\_\_\_\_  
M 13.1 FN \_\_\_\_\_  
PRO \_\_\_\_\_ ERG \_\_\_\_\_  
S&B \_\_\_\_\_ STONE \_\_\_\_\_  
FM \_\_\_\_\_ DON \_\_\_\_\_

GROSS  
TARE  
NET  
10,782.96 lb @ 05:51 PM 2001  
Grain Yellow Peas  
G 101,300 lb @ 4.1 MOUCE 40,536.00  
M 68,140 lb @ 0.0 MOUCE 0.00  
1000 lb NET 68,140.00

DRIVER: ON  OFF

Weighted By \_\_\_\_\_

D0015754

**Delmar**  
Commodities  
2 - 915 Navigator Road  
Winkler MB R6W 0L7

**BILL OF LADING**

Bill of Lading	D0015754/
Date	2018-10-24
Rail Car Num.	

**Bill To:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

PRIMARY  
Midwest Grain Trading  
PO Box 183  
Leeds, ND 58346

Bill of Lading #	Customer ID	Contract / Assembly	Trailer #	Ship Method	Ship Date
D0015754	11620	HO301647	W1552311 /	BP GRAIN	2018-10-24
Scale Weight (KG)	Net	Item #	Description		
30,998	1,113.920 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

Tractors: -Bumpers/Tires/Rims    Trailer(s): -Fifth Wheel area (incl. splate area)  
 -Fuel Tank Area                      -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)                -Interior of trailer/Framework

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	2.20
Moisture	12.80
Splits	0.00

Comments:

**Container & Seal Numbers:**

**Customer PO Number:**

Vehicle License No.: PDT727/TB20-94

Lot #:

Additional References BP#30427

I hereby acknowledge by signing below that I have inspected my trailer(s) & have deemed them to be clean of any form of contaminant (other grain: fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Juan Lozano

Drivers Signature: Juan Lozano

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_

Employee Signature: Glenn Barnason

**WAREHOUSE SCALE TICKET**  
 Warehouse Scale Tickets are Not Negotiable.  
 converted into cash, noncredit sale  
 all-sale contract, or warehouse  
 within 45 days after the grain is delivered  
 to the warehouse.

BUYER   
 SELLER

TICKET NO. 192

Demar

**NoDAK GRAIN**

5037 91st Ave. NE  
 Devils Lake, ND 58301  
 Phone: 701-662-1054

Customer \_\_\_\_\_  
 Contract No. \_\_\_\_\_  
 Grain Origin \_\_\_\_\_  
 Carrier \_\_\_\_\_  
 B/L \_\_\_\_\_

Commodity Wheat  
 GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
 TW 62.5 CCL \_\_\_\_\_  
 DOCK 8.3 HV \_\_\_\_\_  
 M 12.5 FN \_\_\_\_\_  
 PRO \_\_\_\_\_ ERG \_\_\_\_\_  
 S&B \_\_\_\_\_ STONE \_\_\_\_\_  
 FM \_\_\_\_\_ DON \_\_\_\_\_

10/25/2016 10:05:36 AM SCALE 3 1  
 10/25/2016 10:05:36 AM SCALE 3 1  
 10/25/2016 04:11:29 PM  
 Grain 3 Yellow Pear  
 102220 lb R 56.10 TRL 1139.67 \$/BU  
 13880 lb 8.7 DOCK 93.05 \$/BU  
 68340 lb 0.0 358PF 0.00 \$/BU  
 1085.00 NET BU  
 \$ 1139.67  
 \$ 940.00

GROSS  
 TARE  
 NET

DRIVER: ON  OFF  OFFICE

Weighed By \_\_\_\_\_

31/016

D00 15755

**BILL OF LADING**

Bill of Lading	D0015755 ✓
Date	2018-10-25
Rail Car Num	

**Bill To::**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

**Ship to:**

PRIMARY  
Midwest Grain Trading  
PO Box 183  
Leeds, ND 58346

Bill of Lading #	Customer ID	Contract Assembly	Trailer	Ship Method	Ship Date
D0015755	11620	HO301647	W1552315 /	BP GRAIN	2018-10-25
Scale Weight KG	Net	Ullage	Description		
31,116	1,086.150 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulations it is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Trailer(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area                              -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)                      -interior of trailer/Framework

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	5.00
Moisture	12.70
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.: PDT727/TB20-94

Lot #:

Additional References

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other than fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Juan Loew  
 Drivers Signature: Juan Loew

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_  
 Employee Signature: Glen Bjaranson

**WAREHOUSE SCALE TICKET**

This Warehouse Scale Ticket is Not-Negotiable. It must be converted into cash, non-credit-sale contract, credit-sale contract, or warehouse receipt within 45 days after the grain is delivered to the warehouse.

BUYER

SELLER

TICKET NO. 196

**NoDAK GRAIN**

5037 91st Ave. NE  
Devils Lake, ND 58301  
Phone: 701-662-1054

Customer Dumas

Contract No. \_\_\_\_\_

Grain Origin \_\_\_\_\_

Carrier \_\_\_\_\_

B/L \_\_\_\_\_

Commodity Yellow Duro

GRADE \_\_\_\_\_

DKT \_\_\_\_\_

TW 62.2

CCL \_\_\_\_\_

DOCK 7.2

HV \_\_\_\_\_

M 12.3

FN \_\_\_\_\_

PRO \_\_\_\_\_

ERG \_\_\_\_\_

S&B \_\_\_\_\_

STONE \_\_\_\_\_

FM \_\_\_\_\_

DON \_\_\_\_\_

	GROSS
37000 LB. YELLOW DURO	
10/26/2013 10:02PM	
Scale 3 Yellow Duro	
6 101520 LB. R 20 TONS 2137 00 00	
7 3000 LB 7.2 DOCK 121 22 00	
8 7070 LB 0.0 TARE 0 00 00	
4 TONS 17.3	
3 171 00 00	

DRIVER: ON  OFF  RENEVILLE

Weighed By \_\_\_\_\_

31.080

D0215756

**Delmar**  
**Commodities**  
 2 - 915 Navigator Road  
 Winkler MB R6W 0L7

**BILL OF LADING**

Bill of Lading	D0015756 ✓
Date	2018-10-26
Rail Car Number	

**Bill To::**

Midwest Grain Trading  
 PO Box 183  
 Leeds ND 58346

**Ship to:**

PRIMARY  
 Midwest Grain Trading  
 PO Box 183  
 Leeds, ND 58346

Bill of Lading	Customer ID	Contract / Assembly	Trailer	Ship Method	Ship Date
D0015756	11620	HO301647	W1552321 /	BP GRAIN	2018-10-26
Scale Weight (KG)	Net	Item	Description		
31,118	1,113.660 BU	13-0220	Peas - Yellow 2 CAN		

As per CTPAT (Customs Trade Partnership Against Terrorism) Regulation: It is required that Delmar Commodities Ltd., to do a visual inspection for security in the following areas:

- Tractors: -Bumpers/Tires/Rims      Traller(s): -Fifth Wheel area (incl. skplate area)  
 -Fuel Tank Area                      -Exterior (all sides and undercarriage)  
 -Undercarriage (frame)              -interior of trailer/Framework

Signed: \_\_\_\_\_

Settlement Adjustments	0.00
Dockage	2.60
Moisture	12.80
Splits	0.00

Comments:

Container & Seal Numbers:

Customer PO Number:

Vehicle License No.: PDT727/TB20-94

Lot #:

Additional References

I hereby acknowledge by signing below that I have inspected my trailer(s) and have deemed them to be clean of any form of contaminant (other grain, fertilizer, etc.) that may affect the quality of the product being transported as above.

Drivers Name: Juan Lozano

Drivers Signature: Juan Lozano

I hereby certify that the information on this document contains a true and correct statement of the product loaded onto the truck, and that the truck is not overloaded

Employee Name: \_\_\_\_\_

Employee Signature: Allen Bjarnason

**WAREHOUSE SCALE TICKET**  
 This Warehouse Scale Ticket is Not-Negotiable.  
 It must be converted into cash, noncredit-sale  
 contract, credit-sale contract, or Warehouse  
 receipt within 45 days after the grain is delivered  
 to this warehouse.

BUYER   
 SELLER

TICKET NO. 209

**NoDAK GRAIN**  
 5037 91st Ave. NE  
 Devils Lake, ND 58301  
 Phone: 701-662-1054

Customer Deine  
 Contract No. \_\_\_\_\_  
 Grain Origin. \_\_\_\_\_  
 Carrier \_\_\_\_\_  
 B/L \_\_\_\_\_

Commodity Wheat  
 GRADE \_\_\_\_\_ DKT \_\_\_\_\_  
 TW 63.1 CCL \_\_\_\_\_  
 DOCK 51 HV \_\_\_\_\_  
 M 129 FN \_\_\_\_\_  
 PRO \_\_\_\_\_ ERG \_\_\_\_\_  
 S&B \_\_\_\_\_ STONE \_\_\_\_\_  
 FM \_\_\_\_\_ DON \_\_\_\_\_

GROSS  
 TARE  
 NET

DRIVER: ON  OFF   
 Weighed By: \_\_\_\_\_

30.998

D2815922



## Crockford, Konrad S.

---

**From:** Keith Friesen <Keith@delmarcommodities.com>  
**Sent:** Tuesday, November 20, 2018 15:10  
**To:** Crockford, Konrad S.; Art Stacey; Nitschke, Darrell D.  
**Cc:** Dale Heide; Jeffcoat-Sacco, Illona  
**Subject:** RE: Midwest Grain Trading / Claim of Delmar Commodities Ltd.  
**Attachments:** 20181120150101215.pdf; 20181120150109322.pdf

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

These 2 attachments are:

- Storage invoice as agreed upon verbally between myself and Hunter in a meeting at Applebees in Devils Lake on Aug 14<sup>th</sup>. The contracts were to have been completed by the end of Oct, so any bushels outstanding at that point were to have a .07/bus storage charge applied against it.
- Additional freight on 2 loads that were re-directed from Rohrville to Tunbridge due to an elevator breakdown. Hunter had agreed to pay this, but again, it was verbal ( over the phone ).



2 - 915 Navigator Road  
Winkler MB R6W 0L7



**Customer:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

Sales / Invoices	SLS001178
Date	2018-11-01
Exchange Rate	1.3130000

Purchase Order	Customer ID	Salesperson ID	Shipping Method	Payment Terms ID
Description: 204,305 x .07 = \$14,301.35	11620	HEAD OFFICE		Net 30
				Amount \$14,301.35

Subtotal	\$14,301.35
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Payment	\$0.00
Total Due	\$14,301.35

ption

---

From: Keith Friesen  
Sent: November-01-18 4:15 PM  
To: reception  
Cc: Shawna Thronsdet  
Subject: storage invoice

As per my agreement with Hunter, we are to invoice all outstanding bushels as of Nov 1 for storage costs of .07/bus due to delays  
204,305 bus remaining. *on Receiving*

$204,305 \times .07 = \$14,301.35 \text{ usd.}$

Kim, can you please create this invoice and email it over to Shawna? Thanks!

The logo for Delmar Commodities, featuring the word "Delmar" in a large, bold, serif font with a small crown-like symbol above the 'i', and the word "Commodities" in a smaller, italicized serif font below it.

Keith Friesen

Delmar Commodities Ltd. | PH. 204.331.3696

TXT. 204.362.2985 [keith@delmarcommodities.com](mailto:keith@delmarcommodities.com)



2 - 915 Navigator Road  
Winkler MB R6W 0L7

**Customer:**

Midwest Grain Trading  
PO Box 183  
Leeds ND 58346

<b>Sales / Invoices</b>	SLS001187
<b>Date</b>	2018-11-07
<b>Exchange Rate</b>	1.3076000

Purchase Order	Customer ID	Salesperson ID	Shipping Method	Payment Terms ID
	11620	HEAD OFFICE		Net 30
<b>Description:</b> Extra Freight Charge				<b>Amount</b> \$600.00


<b>Subtotal</b>	\$600.00
<b>Misc</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Freight</b>	\$0.00
<b>Trade Discount</b>	\$0.00
<b>Payment</b>	\$0.00
<b>Total Due</b>	\$600.00

---

Keith Friesen  
November-07-18 8:17 AM  
reception  
Shawna Thronsedt  
Extra freight invoices for Midwest  
20181107081345839.pdf

zt:  
chments:

/ Kim, can you please make out an invoice for Midwest for extra freight? See attached for back up. Total is \$600.00. Thanks!  
There may be more of these coming from other carriers, but not sure yet.

 **Delmar**  
Commodities Keith Friesen  
**Delmar Commodities Ltd.** | PH. 204.331.3696  
T. 204.362.2985 [keith@delmarcommodities.com](mailto:keith@delmarcommodities.com)



# GUENTHER TRANSPORT LTD

BOX 1887 Winkler, MB R6W 4B7

Email: guenthertransport@hotmail.com

Ph: 204-331-3796  
 Fax: 204-325-7288  
 Cell: 204-312-8870

# BILL OF LADING

Load # NO:3237

ORIGIN SHIPPER:  
*Somerset MVS*

CONSIGNEE DESTINATION:  
*Roberville NO*

DATE LOADED:  
*10/11/18*

TRUCK NUMBER:  
*12elmer*

TRAILER NUMBER:  
*Michalest Grain Trading*

DRIVER:

QTY ORDERED	DESCRIPTION	QTY SHIPPED	RATE	SUB TOTAL	WEIGHT
	<i>Unit # 28 Roberville To Turbide's</i>	<i>150 miles</i>	<i>\$ 2.00</i>	<i>300.00</i>	GROSS
	<i>Unit 11 31 Roberville To Turbide's</i>	<i>150 miles</i>	<i>\$ 2.00</i>	<i>300.00</i>	TARE
					NET
					UNIT LOADED INTO TANK #
					REFERENCE
					SHIPPERS #
					P.O. #
					SCALE TICKET #
					TOTAL
					GST
					TOTAL

*waited to get  
unloaded at Turbide's  
3 hours*

*PERM*

*D0015449  
D0015451*

*[Handwritten Signature]*

Received in Good Order

Date Unloaded

Driver Signature

*[Handwritten Signature]*

**NOTES**  
 The goods described below, in apparent good order, except as noted (contents and conditions of packages unknown), marked consigned, and destined as indicated below, which said Carrier agrees to carry to its usual place of delivery at said destination, and to take its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said goods over all or any portion of said route to destination and over each party to any time interested in all or any of said goods, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written, herein contained (including conditions on back hereof) and which are agreed to by the shipper and accepted for himself and his assigns.

## Crockford, Konrad S.

---

**From:** Keith Friesen <Keith@delmarcommodities.com>  
**Sent:** Tuesday, November 20, 2018 15:53  
**To:** Crockford, Konrad S.; Art Stacey; Nitschke, Darrell D.  
**Cc:** Dale Heide; Jeffcoat-Sacco, Illona  
**Subject:** RE: Midwest Grain Trading / Claim of Delmar Commodities Ltd.  
**Attachments:** 20181120154858515.pdf; 20181120155011963.pdf; 20181120155058728.pdf;  
20181120155145711.pdf; 20181120155232672.pdf

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

OK, I have attached the applicable contracts. Each one has a trade confirmation form the broker that is nice and clear, and the matching Midwest contract which is going to be very difficult to read. I can try sending pictures of these as well.

On the left side of each trade confirmation are our companies matching contract numbers ( Delmar and Midwest ) just to make matching a little easier.



# Trade Confirmation #21205

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

Contract Date: 4/23/18

Ho 301542  
187230

**Seller:** Delmar Commodities  
2-915 Navigator Road  
Winkler, MB R6W 0L7  
Keith - 888 974 7246  
keith@delmarcommodities.com

**Buyer:** Midwest Grain Trading  
PO Box 183  
Leeds, ND 58346  
Hunter - 701-381-1022  
hunter.midwestgraintrading@gmail.com

**Quantity:** 100,000 bu

**Commodity:** #2 Yellow Peas

**Shipment:** May 1, 2018 - Jul 31, 2018  
Evenly Scattered

**Weights:** Destination

**Grades:** Destination

**Price Basis:** Destination

**Price Paid To Seller:** \$7.20 bu (Contract Price)

**Brokerage to ECGM Inc.:** \$0.08 bu

**Seller's Net:** \$7.20 bu - \$0.08 bu ECGM Inc. = \$7.12 bu

**Governing Contract:** National Feed and Grain Association

**Payment:** Per Agreement

**Discount Schedule:** Destination

**Note:** NO GMO Grains, Splits Paid in Full

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: QT24K

# GRAIN PURCHASE CONTRACT

187230

This is an agreement that the Seller \_\_\_\_\_ (Seller's Name)  
of \_\_\_\_\_ (Seller's Address, City, State & Zip)  
on 4/23/14 (Date) has sold and agreed to deliver to the Buyer M. West (Company Name)  
at 3800 746 2nd Ave S (Buyer's Address, City, State & Zip)  
a net quantity of \_\_\_\_\_ (bu. / cwt.) of U.S. \_\_\_\_\_ (Grade and Kind) of \_\_\_\_\_ (Commodity) at \_\_\_\_\_ (% Moisture) \_\_\_\_\_ (% Protein)  
at \_\_\_\_\_ (Delivery Location) for delivery \_\_\_\_\_ (Specify Time Period for Delivery)  
at the purchase price of \$ \_\_\_\_\_ per (bu. / cwt.) under the following terms and conditions:

## 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 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 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, 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 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:**

**BUYER:**

(Authorized Signature(s))

(Authorized Signature(s))

# Trade Confirmation #21108

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

Contract Date: 4/3/18

**Seller:** Delmar Commodities  
2-915 Navigator Road  
Winkler, MB R6W 0L7  
Keith - 888 974 7246  
keith@delmarcommodities.com

**Buyer:** Midwest Grain Trading  
PO Box 183  
Leeds, ND 58346  
Hunter - 701-381-1022  
hunter.midwestgraintrading@gmail.com

**Quantity:** 25,000 bu

**Commodity:** #2 Yellow Peas

**Shipment:** Aug 1, 2018 - Sep 30, 2018

**Destination:** Tunbridge, ND 58368

**Weights:** Destination

**Grades:** Destination

**Price Basis:** Destination

**Price Paid To Seller:** \$7.15 bu (Contract Price)

**Brokerage to ECGM Inc.:** \$0.10 bu

**Seller's Net:** \$7.15 bu - \$0.10 bu ECGM Inc. = \$7.05 bu

**Governing Contract:** National Feed and Grain Association

**Payment:** Per Agreement

**Discount Schedule:** Destination

**Note:** NO GMO Grains, Splits Paid in Full

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: 5WMS8

HO301513  
187216

# GRAIN PURCHASE CONTRACT

187216

This is an agreement that the Seller \_\_\_\_\_ (Seller's Name)  
of \_\_\_\_\_ (Seller's Address: City, State & Zip)  
on \_\_\_\_\_ (Date) has sold and agreed to deliver to the Buyer \_\_\_\_\_ (Company Name)  
at \_\_\_\_\_ (Buyer's Address: City, State & Zip)  
a net quantity of \_\_\_\_\_ (bu. / cwt.) of U.S. \_\_\_\_\_ of \_\_\_\_\_ at \_\_\_\_\_ (% Moisture) (% Protein)  
(Circle One) (Grade and Kind) (Commodity) (Circle One)  
at \_\_\_\_\_ (Delivery Location) for delivery \_\_\_\_\_ (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 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 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, 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 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:**

**BUYER:**

(Authorized Signature(s))

(Authorized Signature(s))

# Trade Confirmation #21165

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

Contract Date: 4/16/18

Ho 301531  
187226

**Seller:** Delmar Commodities  
2-915 Navigator Road  
Winkler, MB R6W 0L7  
Keith - 888 974 7246  
keith@delmarcommodities.com

**Buyer:** Midwest Grain Trading  
PO Box 183  
Leeds, ND 58346  
Hunter - 701-381-1022  
hunter.midwestgraintrading@gmail.com

**Quantity:** 25,000 bu

**Commodity:** #2 Yellow Peas

**Shipment:** Aug 1, 2018 - Sep 30, 2018

**Weights:** Destination

**Grades:** Destination

**Price Basis:** Destination

**Price Paid To Seller:** \$7.20 bu (Contract Price)

**Brokerage to ECGM Inc.:** \$0.08 bu

**Seller's Net:** \$7.20 bu - \$0.08 bu ECGM Inc. = \$7.12 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: XG2YS

GRAIN PURCHASE CONTRACT

187226

This is an agreement that the Seller [Name] of [Address] on [Date] has sold and agreed to deliver to the Buyer [Company Name] at [Address] a net quantity of [Quantity] (bu./cwt.) of U.S. [Grade and Kind] of [Commodity] at [Delivery Location] for delivery [Specify Time Period for Delivery] at the purchase price of \$ [Price] per (bu./cwt.) under the following terms and conditions:

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.

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.

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.

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.

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 Buyers 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.

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 [Organization] and that judgement may be entered on the arbitration award in any court of competent jurisdiction.

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.

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] day of [Month] (month), [Year] (year).

SELLER:

BUYER:

(Authorized Signature(s))

(Authorized Signature(s))

# Trade Confirmation #21209

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

Contract Date: 4/24/18

**Seller:** Delmar Commodities  
2-915 Navigator Road  
Winkler, MB R6W 0L7  
Keith - 888 974 7246  
keith@delmarcommodities.com

**Buyer:** Midwest Grain Trading  
PO Box 183  
Leeds, ND 58346  
Hunter - 701-381-1022  
hunter.midwestgraintrading@gmail.com

**Quantity:** 100,000 bu

**Commodity:** #2 Yellow Peas

**Shipment:** Aug 1, 2018 - Oct 31, 2018  
Evenly Scattered

**Weights:** Destination

**Grades:** Destination

**Price Basis:** Destination

**Price Paid To Seller:** \$7.23 bu (Contract Price)

**Brokerage to ECGM Inc.:** \$0.08 bu

**Seller's Net:** \$7.23 bu - \$0.08 bu ECGM Inc. = \$7.15 bu

**Governing Contract:** National Feed and Grain Association

**Payment:** Per Agreement

**Discount Schedule:** Destination

**Note:** NO GMO Grains, Splits Paid in Full

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: KMQJ6

H0301546  
187229

# GRAIN PURCHASE CONTRACT

187229

This is an agreement that the Seller Devin... (Seller's Name)  
of 2910... (Seller's Address, City, State & Zip)  
on 4/24/10 (Date) has sold and agreed to deliver to the Buyer ... (Company Name)  
at ... (Buyer's Address, City, State & Zip)  
a net quantity of 100000 (bu. / cwt.) of U.S. 1F2 (Grade and Kind) of ... (Commodity) at 13.0 (% Moisture) (% Protein) (Circle One)  
at ... (Delivery Location) for delivery 8/1/10 - 10/31/10 (Specify Time Period for Delivery)  
at the purchase price of \$ 2.23 per (bu. / cwt.) under the following terms and conditions:

### 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 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 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, 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 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 4 day of May (month), 2010 (year).

SELLER:

BUYER:

(Authorized Signature(s))

(Authorized Signature(s))

# Trade Confirmation #21238

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

Contract Date: 5/2/18

**Seller:** Delmar Commodities  
2-915 Navigator Road  
Winkler, MB R6W 0L7  
Keith - 888 974 7246  
keith@delmarcommodities.com

**Buyer:** Midwest Grain Trading  
313 5th Ave NE  
Devils Lake, ND 58301  
Hunter - 701-381-1022  
hunter.midwestgraintrading@gmail.com

**Quantity:** 50,000 bu

**Commodity:** #2 Yellow Peas

**Shipment:** Aug 1, 2018 - Oct 31, 2018

**Destination:** Tunbridge, ND 58368

**Weights:** Destination

**Grades:** Destination

**Price Basis:** Destination

**Price Paid To Seller:** \$7.18 bu (Contract Price)

**Brokerage to ECGM Inc.:** \$0.08 bu

**Seller's Net:** \$7.18 bu - \$0.08 bu ECGM Inc. = \$7.10 bu

**Governing Contract:** National Feed and Grain Association

**Payment:** Per Agreement

**Discount Schedule:** Destination

**Note:** NO GMO Grains, Splits Paid in Full

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: V4WPX

H0301559  
187266

# GRAIN PURCHASE CONTRACT

187266

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 \_\_\_\_\_ (% Moisture)  
(Circle One) (Grade and Kind) (Commodity) (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 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 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, 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 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:**

**BUYER:**

(Authorized Signature(s))

(Authorized Signature(s))

## Crockford, Konrad S.

---

**From:** Keith Friesen <Keith@delmarcommodities.com>  
**Sent:** Wednesday, November 21, 2018 09:49  
**To:** Crockford, Konrad S.; Art Stacey; Nitschke, Darrell D.  
**Cc:** Dale Heide; Jeffcoat-Sacco, Illona  
**Subject:** RE: Midwest Grain Trading / Claim of Delmar Commodities Ltd.  
**Attachments:** IMG\_3344.jpg; IMG\_3345.jpg; IMG\_3347.jpg; IMG\_3348.jpg; IMG\_3349.jpg

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Good morning. I have attached pictures of the 5 Midwest contracts in question, perhaps these will be slightly easier to read although some have faded badly already.

**From:** Keith Friesen  
**Sent:** November 20, 2018 3:53 PM  
**To:** 'Crockford, Konrad S.'; 'Art Stacey'; 'Nitschke, Darrell D.'  
**Cc:** Dale Heide; 'Jeffcoat-Sacco, Illona'  
**Subject:** RE: Midwest Grain Trading / Claim of Delmar Commodities Ltd.

OK, I have attached the applicable contracts. Each one has a trade confirmation form the broker that is nice and clear, and the matching Midwest contract which is going to be very difficult to read. I can try sending pictures of these as well.

On the left side of each trade confirmation are our companies matching contract numbers ( Delmar and Midwest ) just to make matching a little easier.

# GRAIN PURCHASE CONTRACT



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)  
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 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 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, 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 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), \_\_\_\_\_

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

# GRAIN PURCHASE CONTRACT

101229

This is an agreement that the Seller Delmas Commodities (Seller's Name)  
 of 2-915 Navigation Rd W. Mer MB 266047 (Seller's Address, City, State & Zip)  
 on 4/24/18 (Date) has sold and agreed to deliver to the Buyer Mulwood Grain (Company Name)  
 at Delmas 746 Delmas Rd Mer MD 26601 (Buyer's Address, City, State & Zip)  
 a net quantity of 100,000 (bu. / cwt.) of U.S. #2 (Grade and Kind) of Yellow Peas (Commodity) at 13.3 (% Moisture) (% Protein)  
 at Delivered to Buyer NO (Delivery Location) for delivery 8/1/18 - 10/31/18 (Specify Time Period for Delivery)  
 at the purchase price of \$ 7.23 per (bu. / cwt.) under the following terms and conditions: Net 30

### 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 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 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, 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 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 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 shall not be assigned.

**Entire and Complete Agreement:** This contract shall represent the final, complete and exclusive statement of agreement between the parties and shall not be modified, supplemented or waived, except in writing signed by both parties.

Witness whereof, the parties have signed this contract this 4 day of May (month), 2018

BUYER:

(Authorized Signature(s))

(Authorized Signature(s))

# GRAIN PURCHASE CONTRACT

187226

This is an agreement that the Seller Delmar Commodities (Seller's Name)  
 of 2915 Nav. State Rd W. W. W. MB RBW 927 (Seller's Address, City, State & Zip)  
 on 4/16/18 (Date) has sold and agreed to deliver to the Buyer Midwest Grain Trading (Company Name)  
 at PO Box 746 Devils Lake, ND 58630 (Buyer's Address, City, State & Zip)  
 a net quantity of 25,000 (bu./cwt.) of U.S. #12 of Hard Red Winter at 13.5 (% Moisture) (% Protein)  
 at Devils Lake, ND (Delivery Location) for delivery 8/1/18 - 9/30/18 (Specify Time Period for Delivery)  
 at the purchase price of \$ 7.20 per (bu./cwt.) under the following terms and conditions: Net 30

### 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 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 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, 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 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.

witness whereof, the parties have signed this contract this 4 day of May (month), 2018

**SELLER:** \_\_\_\_\_ **BUYER:** Hunter Johnson  
 (Authorized Signature(s)) (Authorized Signature(s))

# GRAIN PURCHASE CONTRACT

187216

This is an agreement that the Seller Delmar Commodities (Seller's Name)

of 2-15 Noyahda Road, P.O. Box 113, Ellwood, WY 82427 (Seller's Address, City, State & Zip)

on 2-1-18 (Date) has sold and agreed to deliver to the Buyer Buyer's Name (Company Name)

at 33 5th Ave NE, Suite 100, PO 58301 (Buyer's Address, City, State & Zip)

a net quantity of 3000 (bu./ cwt.) of U.S. #2 of Yellow Dots at 15 1/2 (% Moisture) (% Protein) (Circle One)

at Buyer's Location (Delivery Location) for delivery 2-1-18 - 2-30-18 (Specify Time Period for Delivery)

at the purchase price of \$ 7.15 per (bu./ cwt.) under the following terms and conditions: Net 30

### 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 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 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, 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 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 24 day of April (month), 2018

**SELLER:** \_\_\_\_\_ **BUYER:** \_\_\_\_\_  
(Authorized Signatures)

# GRAIN PURCHASE CONTRACT

187230

This is an agreement that the Seller Delmonico Grain (Seller's Name)  
 of Winkler, MB R6WOL7 (Seller's Address, City, State & Zip)  
 on 4/23/18 (Date) has sold and agreed to deliver to the Buyer Midwest Grain Trading (Company Name)  
 at PO Box 746 Devils Lake ND 58039 (Buyer's Address, City, State & Zip)  
 a net quantity of 100,000 (bu./ cwt.) of U.S. #2 of Yellow Per at 13.5 (% Moisture) (% Protein)  
 at (FOS) (Delivery Location) for delivery 5/1/18 - 7/31/18 (Specify Time Period for Delivery)  
 at the purchase price of \$ 2.22 per (bu./ cwt.) under the following terms and conditions: Net 30

### 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 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 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, 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 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 shall not be assigned.

**Final and Complete Agreement:** This contract shall represent the final, complete and exclusive statement of agreement between the parties. It may not be modified, supplemented or waived, except in writing signed by both parties.

In witness whereof, the parties have signed this contract this 9 day of May (month), 2018 (year)

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

**BUYER:**  
 \_\_\_\_\_  
 (Authorized Signature(s))

## Crockford, Konrad S.

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**From:** Art Stacey <AJS@tdslaw.com>  
**Sent:** Wednesday, November 21, 2018 14:42  
**To:** Crockford, Konrad S.  
**Cc:** Keith Friesen; Dale Heide  
**Subject:** Delmar

**CAUTION:** This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Mr. Crockford:

I was out of the office yesterday and in my absence Keith Friesen has sent you a large number of emails with attachments. I will review these and thereafter give you hopefully a clear statement of Delmar's Claim under the Bond. I hope to send that to you before the end of the week or very early next week. I trust that timing will not prejudice Delmar in its claim at all.

Thank you.



**THOMPSON  
DORFMAN  
SWEATMAN**

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