



**GRAIN CLAIM FORM**  
 PUBLIC SERVICE COMMISSION  
 SFN 60853 (01/2019)



In accordance with North Dakota Century Code Chapters 60-02, 60-02.1, and 60-04:

Any person with a noncredit-sale receipt holder claim or any person with a credit-sale contract claim shall file the claim with the Public Service Commission. A claim must be filed within 45 days after the final publication of the "Notice of Appointment as Trustee and Notice to File Claims."

Any person filing a claim shall include receipts or other documentation sufficient to enable the Commission to determine the validity of the claim. This could include unsatisfied grain receipts, scale tickets, checks, cash contracts, credit-sale contracts, or other memoranda given by the licensee for, or as evidence of, the receipt, storage, or sale of grain.

Unless a claim is filed with the Public Service Commission within the time specified, the Commission is relieved of further duty or action on behalf of the receipt holder or credit-sale contract claimant and the receipt holder or credit-sale contract claimant may be barred from payment for any amount due.

<b>FOR COMMISSION USE ONLY</b>	
PSC Case Number:	
GE-18-395	
Civil Number:	

CLAIMANT INFORMATION			
Claimant Name (as used on income tax return)		Telephone Number	
TRAVIS R. ZABLOTNEY		701-721-2188	
Mailing Address		Email Address	
1119 12 <sup>th</sup> Ave SW		quadrac@min.midea.net	
City	State	ZIP Code	
MINOT	ND	58701	

CLAIM AGAINST			
Name of Grain Warehouse or Grain Buyer		Telephone Number	
MIDWEST GRAIN TRADING		701-381-1022	
Address		Email Address	
218 4 <sup>th</sup> ST SW SUITE 1		midwestgraintrading@gmail.com	
City	State	ZIP Code	
DEVILS LAKE	ND	58301	

Did you make written demand for payment or redelivery if available?  No  Yes, date of written demand: \_\_\_\_\_

ADDITIONAL PARTIES WITH AN INTEREST IN THE CLAIM			
List each interested party in this unpaid grain claim. Attach additional pages if necessary.			
Name (as used on income tax return)	Telephone Number		
Mailing Address	City	State	ZIP Code
Email Address	Interest	% of Claim or \$ Amount	
Name (as used on income tax return)	Telephone Number		
Mailing Address	City	State	ZIP Code
Email Address	Interest	% of Claim or \$ Amount	
Name (as used on income tax return)	Telephone Number		
Mailing Address	City	State	ZIP Code
Email Address	Interest	% of Claim or \$ Amount	

**CLAIM SUMMARY**

Use one line per commodity. Attach additional pages if necessary.

Date	Type of Grain	Price per Bushel/CWT	Net Bushel/CWT Indicate Bu. or CWT below	Amount Owed
8-1-2018	SPRING WHEAT	\$ 6.27-6.37	2,929.77 Bu. / CWT	\$ 18,435.98
		\$	Bu. / CWT	\$
		\$	Bu. / CWT	\$
		\$	Bu. / CWT	\$
SEE ABOVE FOR CLAIM SETTLEMENT STATEMENT FOR DETAILS			<b>Total Amount of Claim</b>	Bu. / CWT \$ 18,435.98

Briefly describe your claim using the space below. Please include any of the following: details of your agreement/contract, grain on storage, grain broker involvement, any additional information you wish to add.

SEE ATTACHED CLAIM SUMMARY DESCRIPTION

Are any offsets owed?  No  Yes, provide amount and detail.

**CLAIM DOCUMENTS**

Attach copies of the following support documents if applicable to your claim:

- Scale Tickets ✓
- Warehouse Receipts N/A
- Settlement/Assembly Sheets ✓
- Purchase Contracts ✓
- Credit-Sale Contracts N/A
- NSF Checks ✓
- Written Demand for Payment or Redelivery sent to Grain Warehouse and/or Grain Buyer
- Any additional information you wish to include. ✓

Please indicate below if your claim documents are enclosed or if they were previously submitted (if applicable, check both boxes).

Claim Documents Enclosed

Claim Documents Previously Submitted

**NOTE:** Lien searches will be done. If an active lien is found, any or each lien holder will be included as a payee on the check and a copy of the check will be mailed to the active lien holder(s).

Mail completed form and claim documents to:

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

I certify under penalty of perjury that the information stated in and attached to this grain claim is true and correct.

Signature of Individual Filing Grain Claim	Date
	2-25-19

## Grain Claim Form Addendum

Travis Zabloutney

### Claim Summary Description

4-16-18 Travis Zabloutney was contacted by Dan with East Central Grain Marketing Inc. (ECGMI) from Minnetonka, MN regarding available pricing and contracting of spring wheat. The contracts were priced at a basis level of -\$0.34 cents per bushel under the July futures for shipment in July 2018 FOB Zabloutney farm at Minot, ND. Additionally protein premiums and discounts were offered from 14% at +10 cents a 1/5 to 16, or -5 cents a 1/5 to 13. A fixed contract sale or basis fixed option were available.

4-16-18 Travis Zabloutney opted to contract 10,000 bu. Of #1 Hard Red Spring Wheat thru ECGMI with the buyer Midwest Grain Trading – Hunter Hanson. Was sent an email (included) with the trade confirmation #21172 with ECGMI. Was sent a Basis Fixed Grain Purchase Contract with Midwest Grain Trading (included) and signed and returned to Midwest Grain Trading.

7-20-18 Rolled the basis fixed contract forward to the Sept 18 futures. Was sent an email confirmation and amended Trade Confirmation 21172 from ECGMI (included) indicating the contract roll.

7-26-18 Priced the 10,000 bu. Basis Fixed contract confirmed by email for ECGMI (included). Was also emailed a new trade confirmation #21659 (included) indicating the fixed contract price.

NOTE: The basis fixed contract was converted to a fixed price sales contract prior to the delivery of any grain.

7-27-18 Midwest Grain Trading's contract hauler A&T Trucking picked up 2 loads of spring wheat from Zabloutney Farm and delivered to the Osnabrock Farmers Co-op Elevator Co. Scale tickets 173489 and 173544 included.

7-31-18 Midwest Grain Trading's contract hauler A&T Trucking picked up 1 load of spring wheat from Zabloutney Farm and delivered to the Osnabrock Farmers Co-op Elevator Co. Scale ticket 173713 included.

Travis Zabloutney via ECGMI requested a check for the three loads of grain that had been delivered.

Travis Zabloutney received a check in the amount of \$18,435.98, a settlement statement and copies of the grain delivery scale tickets from Midwest Grain Trading (included) The check was drawn off of First International Bank and Trust.

11-9-18 Travis Zabloutney deposited the check into his account with Bremer Bank.

11-15-18 Travis Zabloutney received an advice from Bremer Bank that the account had been closed.

# Trade Confirmation #21172

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

Contract Date: 4/16/18

**Seller:** Travis Zabloney  
1119 12th Ave SW  
Minot, ND 58701  
701-721-2188  
quadtrac@min.midco.net

**Buyer:** Midwest Grain Trading  
PO Box 183  
Leeds, ND 58346  
Hunter - 701-381-1022  
hunter.midwestgraintrading@gmail.com

**Quantity:** 10,000 bu

**Commodity:** Milling Quality - # 1 Hard Red Spring Wheat  
Protein: 14 %

**Shipment:** Jul 1, 2018 - Jul 31, 2018

**Origin:** Minot, ND 58701

**Weights:** Destination

**Grades:** Destination

**Price Basis:** Origin

**Price Paid To Seller:** -\$0.34 bu Jul 2018 futures (Contract Price)

**Brokerage to ECGM Inc.:** \$0.03 bu

**Seller's Net:** -\$0.34 bu - \$0.03 bu ECGM Inc. = -\$0.37 bu

**Basis Pricing:** Seller will initiate pricing on or before the close of the day  
before first notice day

**Governing Contract:** National Feed and Grain Association

**Payment:** Per Agreement

**Discount Schedule:** Destination

**Note:** Pro: +10 a 1/5 to 16.0, -5 a 1.5 to 13

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: QLYHT

**BASIS FIXED GRAIN PURCHASE CONTRACT**

12007

This is an agreement that the Seller Travis Zablony of 1119 12th Ave SW on 4/16/18  
(Seller's Name) (Buyer's Address) (Date)

Sold and agreed to deliver to the Buyer, Midwest Grain Trading at PO Box 746 DLND 58301  
(Buyer's Address)

a net quantity of 10,000 @ bu. cwt. of U.S. #1 of S-Wht at 13.5 (% Protein) (%Moisture)  
(Basis) (Grade and Kind) (Commodity)

at FOB Picked up for delivery 7/1/18-7/31/18. The purchase price per bushel has not yet been set by Seller.  
(Delivery Location) (Specify Time Period for Delivery)

The purchase price will be a basis of 34¢ under the MGE Jul 18 Wht futures contract at the time  
(Over/Under) (CBOT/MGE/KCBT) (Month/Year) (Commodity)

gives notice to Buyer to set the price. The price must be set during trading hours of the Exchange on which the basis is fixed, not later than 7/31/18.  
(Date)

Unless other terms have been agreed upon prior to said date, Buyer is authorized to fix the futures price (thereby establishing the purchase price) during the next trading session if Seller has not priced the grain by the date indicated. Buyer will advance to Seller 10 % (not to exceed 80%) of the market value of the grain upon completion of delivery. If the market value of the grain drops below 110% of the advance amount, partial repayment of the advance to maintain the 10% differential will be required from Seller. If Seller does not provide the required funds on short notice, this contract may be liquidated by Buyer, and Seller will be liable for any deficit. Settlement will be made to Seller when the futures price is fixed.

**ADDITIONAL 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.

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

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

**LIENS:** Seller hereby warrants to Buyer that all grain delivered hereunder is now and will remain up to and including the 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:  
+10 1/5 up to 16 1/2 - 5 1/5 to 13

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

**BUYER'S RIGHT TO DELAY DELIVERY PERIOD:** The Buyer 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.

**NORTH DAKOTA NOTICE:** A ND Indemnity Fund Assessment of .2% (.002) of the value of grain covered by this contract may be deducted at settlement.

**NOTICE TO SELLER OF FINANCIAL RISK**

MINNESOTA - THIS CONTRACT CONSTITUTES A VOLUNTARY EXTENSION OF CREDIT. THIS CONTRACT NOT COVERED BY ANY GRAIN BUYER'S OR STORAGE BOND.

MONTANA - IN THE EVENT OF FINANCIAL INSOLVENCY, AMOUNTS OWING AFTER SURETY BOND PAYMENT, MAY RESULT IN AN UNSECURED OBLIGATION. THE SELLER IS HEREBY ADVISED OF THE FINANCIAL RISK INVOLVED WITH THIS TYPE OF CONTRACT.

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

SOUTH DAKOTA - THIS CONTRACT IS NOT PROTECTED BY SOUTH DAKOTA STATUTORY BOND COVERAGES.

Seller [Signature] Date 4-16-18  
(AUTHORIZED SIGNATURE)

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

BUYER: [Signature] 4/16/18  
(Authorized Signature(s)) Date

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

# Trade Confirmation #21172

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

Contract Date: 4/16/18

Amend basis from -34 MWN to -44 MWU (-.10 lower)

**Seller:** Travis Zabloutney  
1119 12th Ave SW  
Minot, ND 58701  
701-721-2188  
quadtrac@min.midco.net

**Buyer:** Midwest Grain Trading  
313 5th Ave NE  
Devils Lake, ND 58301  
Hunter - 701-381-1022  
hunter.midwestgraintrading@gmail.com

**Quantity:** 10,000 bu

**Commodity:** Milling Quality - # 1 Hard Red Spring Wheat  
Protein: 14 %

**Shipment:** Jul 1, 2018 - Jul 31, 2018

**Origin:** Minot, ND 58701

**Weights:** Destination

**Grades:** Destination

**Price Basis:** Origin

**Price Paid To Seller:** -\$0.44 bu Sep 2018 futures (Contract Price)

**Brokerage to ECGM Inc.:** \$0.03 bu

**Seller's Net:** -\$0.44 bu - \$0.03 bu ECGM Inc. = -\$0.47 bu

**Pricing:** Seller will initiate pricing on or before the close of the day before first notice day

**Governing Contract:** National Grain and Feed Association

**Payment:** Per Agreement

**Discount Schedule:** Destination

**Note:** Pro: +10 a 1/5 to 16.0, -5 a 1.5 to 13

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: QLYHT

# Trade Confirmation #21659

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

Contract Date: 7/30/18

**Seller:** Travis Zabloutney  
1119 12th Ave SW  
Minot, ND 58701  
701-721-2188  
quadtrac@min.midco.net

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

**Quantity:** 10,000 bu

**Commodity:** Milling Quality - # 1 Hard Red Spring Wheat  
Protein: 14 %

**Shipment:** Aug 1, 2018 - Aug 31, 2018

**Origin:** Minot, ND 58701

**Weights:** Destination

**Grades:** Destination - PRO: +10 a 1/5 to 16, -5 a 1/5 to 12.5

**Price Basis:** Origin

**Price Paid To Seller:** \$5.67 bu (Contract Price)

**Brokerage to ECGM Inc.:** \$0.04 bu

**Seller's Net:** \$5.67 bu - \$0.04 bu ECGM Inc. = \$5.63 bu

**Governing Contract:** National Grain and Feed 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: YKPRH

**Travis Zaboltny**

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**From:** "Zach Herschman" <zach@eastcentralgrain.com>  
**To:** <quadtrac@min.midco.net>  
**Sent:** Thursday, July 26, 2018 9:09 AM  
**Subject:** Re: Midwest Grain # 21171-21172  
Travis Zaboltny - #21172 - Pricing  
Priced 2 MWU at \$5.87 bu

On Fri, Jul 20, 2018 at 9:22 AM, Zach Herschman < > wrote:  
Basis Amendment

On Tue, Apr 17, 2018 at 4:39 PM, Zach Herschman < > wrote:

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Our mailing address is being updated to:

East Central Grain Marketing Inc.  
13033 Ridgedale Dr, PMB 165  
Minnetonka MN 55305

Please update our account in your system

Zach Herschman  
East Central Grain Marketing  
O:952-476-0127  
C:605-951-4655

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Our mailing address is being updated to:

East Central Grain Marketing Inc.  
13033 Ridgedale Dr, PMB 165  
Minnetonka MN 55305

Please update our account in your system

Zach Herschman  
East Central Grain Marketing  
O:952-476-0127  
C:605-951-4655

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Our mailing address is being updated to:

East Central Grain Marketing Inc.  
13033 Ridgedale Dr, PMB 165  
Minnetonka MN 55305

Please update our account in your system

Zach Herschman  
East Central Grain Marketing  
O:952-476-0127  
C:605-951-4655



# Midwest Grain Trading

## Estimate

Estimate No: 137  
Date: 08/01/2018  
For: Travis Zabloutney

P.O. Box 746  
Devils Lake, ND 58301  
midwestgraintrading@gmail.com  
midwestgraintrading.com  
701-381-1022

Description	Quantity	Rate	Amount
Spring Wheat BOL-173544	966.94	\$6.27	\$6,062.71
Spring Wheat BOL-173489	999.19	\$6.37	\$6,364.84
Spring Wheat BOL-173713	963.64	\$6.37	\$6,138.39
		Subtotal	\$18,565.94
		Total	\$18,565.94
		Withholding Tax 0.7%	\$129.96
		<b>Total</b>	<b>\$18,435.98</b>

### Terms and Conditions

Non-Negotiable

**Osnabrock Farmers Co-op Elevator Co.**

103 Dakota St.  
Nekoma, ND 58355  
Main Office (701) 949-2722

*MMW*

INBOUND

**INSPECTION AND WEIGHT CERTIFICATE**

License#:	Commodity: Spring Wheat (SPWHT)	No. - 173489	07/27/2018
Received From: Midwest Grain Trading	Pit Location:	Truck: A&T TRUCKING M13	
Box 183		Weigher:	
Leeds, ND 58346		7:12:32 GROSS Lbs:	94220
Remarks:		7:36:40 TARE Lbs:	33540 M
		NET Lbs:	60680
DOC MST DMG		Gross BU:	1011.33
1.2 13.8 0.0		Shrink BU:	0.00
TW PRO		Dockage BU:	12.14
60.7 15.5		Net BU:	999.19
Splits	% Gross	Application Type	
Midwest Grain Trading	100.00 1,011.33	Priced	

UNITED STATES WAREHOUSE ACT - Grain Inspection and Weight Certificate  
(Inspection Not Valid for Purposes of the US Grain Standards Act)

CERTIFICATION: This certificate is issued by an inspection/weigher licensed under the United States Warehouse Act and regulations thereunder for the Osnabrock Farmers Coop Elevator, Osnabrock, ND Fed Lic No. 3-9560

*[Faint signature and stamp]*

*[Faint signature and stamp]*

*[Faint signature and stamp]*

Osnabrock Farmers Co-op Elevator Co.

103 Dakota St.  
Nekoma, ND 58355  
Main Office (701) 949-2722

TRAVIS Z

INBOUND

mpot

INSPECTION AND WEIGHT CERTIFICATE

License#:	Commodity: Spring Wheat (SPWHT)	No. - 173544	07/27/2018
Received From: Midwest Grain Trading	Pit Location:	Truck: A&T TRUCKING M13	
Box 183		Weigher:	
Leeds, ND 58346		13:37:51 GROSS Lbs:	91960
Remarks:		13:44:52 TARE Lbs:	33120
		NET Lbs:	58840
		Gross BU:	980.67
		Shrink BU:	0.00
		Dockage BU:	13.73
		Net BU:	966.94

DOC	MST	DMG
1.4	13.5	0.0
TW	PRO	
60.8	15.3	

Splits	%	Gross	Application Type
Midwest Grain Trading	100.00	980.67	Priced

UNITED STATES WAREHOUSE ACT - Grain Inspection and Weight Certificate  
(Inspection Not Valid for Purposes of the US Grain Standards Act)

CERTIFICATION: This certificate is issued by an inspection/weigher licensed under the United States Warehouse Act and regulations thereunder for the Osnabrock Farmers Coop Elevator, Osnabrock, ND Fed Lic No. 3-9560

Osnabrock Farmers Co-op Elevator Co.  
103 Dakota St.  
Nekoma, ND 58355  
Main Office (701) 949-2722

INBOUND *Midwest*

**INSPECTION AND WEIGHT CERTIFICATE**

License#:	Commodity: Spring Wheat (SPWHT)	No. - 173713	07/31/2018
Received From: Midwest Grain Trading	Pit Location:	Truck: A&T TRUCKING M13	
Box 183		Weigher:	
Leeds, ND 58346		12:01:20 GROSS Lbs:	91780
Remarks:		12:08:51 TARE Lbs:	33200
		NET Lbs:	58580
DOC MST DMG		Gross BU:	976.33
1.3 13.4 0.0		Shrink BU:	0.00
TW PRO		Dockage BU:	12.69
60.0 15.4		Net BU:	963.64
Splits	% Gross	Application Type	
Midwest Grain Trading	100.00 976.33	Priced	

UNITED STATES WAREHOUSE ACT - Grain Inspection and Weight Certificate  
(Inspection Not Valid for Purposes of the US Grain Standards Act)  
CERTIFICATION: This certificate is issued by an inspection/weigher licensed under the United States Warehouse Act and regulations thereunder for the Osnabrock Farmers Coop Elevator, Osnabrock, ND Fed Lic No. 3-9560



800-908-BANK (2265)  
Bremer.com

Minot Dakota Square

BB7-522 (9/13) M 377487

XXXXXX1095Ck Deposit \$18,435.98

TR:22 14018-6 11/09/18 11:05 AM  
Helping you save for anything in life.



Bremer Bank, N.A.

Lake Elmo, MN

Date: November 15, 2018 Advice: Advice D-100039

Bremer Bank

The following items have been returned and are being charged back to your account. If you have any questions, please call us at 1-800-908-2265.

Acct: [REDACTED]

Seq #  
99000010

Item Amount  
\$18,435.98

TRAVIS ZABLOTNEY  
KERRI ZABLOTNEY  
FARM ACCOUNT  
1119 12TH AVE SW  
MINOT ND 58701-5747

1 Item(s) Charged Totaling: \$18,435.98  
1 Item(s) charge a fee totaling \$9.00

Advice Total: \$18,444.98 (D)

\*096010415\*  
11/09/2018  
4883887150

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

RETURN REASON-D  
CLOSED ACCOUNT

# CLOSED ACCOUNT

9138482210  
11/09/2018

MIDWEST GRAIN TRADING 218 4TH ST SW STE 1 DEVILS LAKE, ND 58301		77 <sup>603</sup> / <sub>913</sub>	1658
PAY TO THE ORDER OF <u>Travis Zaboltney</u>		DATE <u>10-5-18</u>	\$ <u>18,435.98</u>
<u>Eighteen Thousand Four hundred thirty five Dollars + 98/100</u>		DOLLARS	
MEMO		<u>Y Hunter Hanson</u>	

⑈001658⑈

4 1

⑈0001843598⑈

**SUBSTITUTE CHECKS AND YOUR RIGHTS**

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, make your claim by calling or writing Bremer Service Center at 1-800-908-2265 MN-001-50F0, 8555 Eagle Point Blvd., Lake Elmo, MN 55042. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

\*096010415<  
4883887150  
11/09/2018

110920180200855880 096010415

061000146 11/15/2018  
5403367621 RR - D  
966052004077 RR - D 11/13/2018  
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