

**PEARSON
CHRISTENSEN, PLLP**

The Legal Advantage



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Daniel L. Gaustad
dan@grandforkslaw.com

March 11, 2019

Mitch Armstrong
Special Assistant Attorney General
122 E. Broadway Ave.
P.O. Box 460
Bismarck, ND 58502-0460
Via email & U.S. mail –
marmstrong@smithporsborg.com

Illona A. Jeffcoat-Sacco
Special Assistant Attorney General
State Capitol – 12th Floor
600 E. Boulevard Ave., Dept. 408
Bismarck, ND 58505-0480
Via email & U.S. mail –
ijs@nd.gov

Public Service Commission
600 E. Boulevard Ave., Dept. 408
Bismarck, ND 58505-0480
Via U.S. mail only

Re: Public Service Commission v. Hunter Hanson d/b/a/ NoDak Grain Company
Pierce County District Case No. 35-2018-CV-00088
Public Service Commission v. Hunter Hanson d/b/a Midwest Grain Trading
Burleigh County District Case No. 08-2018-CV-03299

Dear Mr. Armstrong, Ms. Jeffcoat-Sacco and Public Service Commission:

Pursuant to the Notice of Appointment as Trustee and Notice to File Claims Pursuant to N.D.C.C. § 60-04-04 (relating to the Hunter Hanson d/b/a NoDak Grain insolvency proceeding) and the Notice of Appointment as Trustee and Notice to File Claims Pursuant to N.D.C.C. § 60-02.1-32 (relating to the Hunter Hanson d/b/a Midwest Grain Trading insolvency proceeding), I enclose the following:

1. Hunter Hanson d/b/a NoDak Grain insolvency proceeding (Pierce County Case No. 35-2018-CV-00088):
 - a. Claim of Ryan Spitzer in the amount of \$29,225.13;
 - * b. Claim of Prairie Pines, Inc. in the amount of \$63,265.79.
2. Hunter Hanson dba Midwest Grain Trading insolvency proceeding (Burleigh County Case No. 08-2018-CV-03299):
 - a. Claim of Ryan Spitzer in the amount of \$29,225.13;
 - * b. Claim of Prairie Pines, Inc. in the amount of \$63,265.79.

We also intend to file these claims in the respective court proceedings.

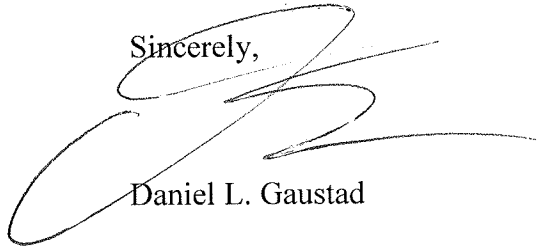
Finally, in response to Mr. Armstrong's February 25, 2019 letter, neither Ryan Spitzer nor Prairie Pines, Inc. received a payment from Hunter Hanson or one of his entities after November 14, 2018.

March 11, 2019

Page 2 of 2

If you have any questions or concerns regarding this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'DLG', with a large, sweeping flourish underneath.

Daniel L. Gaustad

DLG/ral

Encls.

cc: Ryan Spitzer (via email w/encls)
Prairie Pines, Inc (via email w/encls)



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 receipholder 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 receipholder or credit-sale contract claimant and the receipt holder or credit-sale contract claimant may be barred from payment for any amount due.

FOR COMMISSION USE ONLY

PSC Case Number:

GE-18-395

Civil Number:

CLAIMANT INFORMATION

Claimant Name (as used on income tax return) Prairie Pines, Inc.		Telephone Number 701-320-2079	
Mailing Address 540 86th Avenue SE		Email Address ryanspitzer@hotmail.com	
City Kensal	State ND	ZIP Code 58455	

CLAIM AGAINST

Name of Grain Warehouse or Grain Buyer Hunter Hanson d/b/a NoDak Grain		Telephone Number 701-381-1022	
Address P.O. Box 183 ; 405 4th Street SE		Email Address hunter.midwestgraintrading@gmail.com	
City Leeds	State ND	ZIP Code 58346	

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
	See Attached Claim of Prairie Pines, Inc. against Hunter Hanson d/b/a	\$	Bu. / CWT	\$ 63,265.79
	NoDak Grain	\$	Bu. / CWT	\$
		\$	Bu. / CWT	\$
		\$	Bu. / CWT	\$
Total Amount of Claim			Bu. / CWT	\$ 63,265.79

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 of Prairie Pines, Inc. against Hunter Hanson d/b/a NoDak Grain

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
- Settlement/Assembly Sheets
- Purchase Contracts
- Credit-Sale Contracts
- 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 <i>Prairie Pines Inc. by Bob Pifer Pres</i>	Date <i>3-6-19</i>
---	-----------------------

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF PIERCE

NORTHEAST JUDICIAL DISTRICT

Public Service Commission,

Civil No. 35-2018-CV-00088

Petitioner,

-vs-

**CLAIM OF
PRAIRIE PINES, INC.**

Hunter Hanson d/b/a NoDak Grain,

and

CorePointe Insurance Company

and

Philadelphia Indemnity Insurance Company

Respondents.

PSC Case No. GE-18-395

[¶1] Prairie Pines, Inc. asserts a claim in the above-entitled proceeding, based upon its quantity of 9,037.97 bushels (bu) or 5,422.78 hundred weight (cwt.)¹ of #2 yellow peas, at a price of \$7.00 per bu based on the terms of the contract, for a total of \$63,265.79 (9,037.97 bu. x \$7.00/bu) – See **Exhibit A**. No deduction for \$0.15 brokerage fee is warranted because Prairie Pines, Inc. received an invoice and paid such amount directly to the broker by check. Based upon information and belief, Prairie Pines, Inc. contends the \$7.00 per bu contract price was the market price prevailing on the date the Petitioner Public Service Commission (“PSC”) first received a copy of the written demand required by N.D.C.C. § 60-04-02.

¹ The conversion from bushels to hundred weight is 9,037.97 bu multiplied by 60 and the result is then divided by 100 = 5,422.78 cwt.

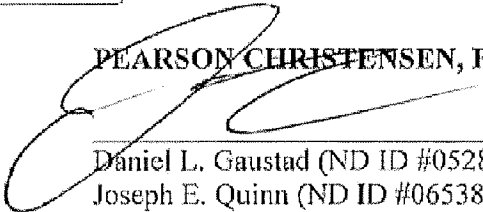
[¶2] Prairie Pines, Inc. submits with this claim a summarizing spreadsheet attached as **Exhibit A**, and copies of receipts and other evidence for said 9,037.97 bushels (bu) or 5,422.78 hundred weight (cwt) of #2 yellow peas, which receipts and other evidence are attached hereto as **Exhibit B**.

[¶3] Based upon information and belief, the PSC obtained copies of documents within the files and in the possession of Respondent Hunter Hanson d/b/a NoDak relating to Prairie Pines, Inc.'s 9,037.97 bushels (bu) or 5,422.78 hundred weight (cwt) of #2 yellow peas.

[¶4] Based upon information and belief, it appears Hunter Hanson d/b/a NoDak Grain intermingled and interrelated its business operations with Hunter Hanson d/b/a Midwest Grain Trading as a common and singular business enterprise. Accordingly, Prairie Pines, Inc. is submitting this same claim in the Hunter Hanson d/b/a Midwest Grain Trading insolvency proceeding, being Burleigh County, North Dakota District Court Case No. 08-2018-CV-03299.

[¶5] Dated this 11th day of March, 2019.

PEARSON CHRISTENSEN, PLLP


Daniel L. Gaustad (ND ID #05282)

Joseph E. Quinn (ND ID #06538)

Attorneys at Law

24 North 4th Street

P. O. Box 5758

Grand Forks, ND 58206-5758

Phone: 701-775-0521

Facsimile: 701-775-0524

dan@grandforkslaw.com

jquinn@grandforkslaw.com

Attorneys for Prairie Pines, Inc.

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STATE OF NORTH DAKOTA)
COUNTY OF Stutsman) ss. VERIFICATION

[¶] Bill Spitzer, as the President of Prairie Pines, Inc., being duly sworn upon oath, deposes and states that I have read the above Claim and to the best of my knowledge, believe the contents to be true and correct.

DATED this 1st day of March, 2019.

PRAIRIE PINES, INC.

Bill Spitzer
By: BILL SPITZER
Its: President

Subscribed and sworn to before me by Bill Spitzer as the President of Prairie Pines, Inc. on this 1st day of March, 2019.

Laurie Snow
Notary Public for the State of North Dakota

LAURIE SNOW
Notary Public
State of North Dakota
My Commission Expires March 7, 2019

Prairie Pines, Inc.
Exhibit A - Summarizing Spreadsheet

Item #	Description	Date	Peas in Bushels	Peas Converted to CWT See Note 1	Price / bu	Total Price / Total Claim
1	Dakota Dry Bean Inc. Scale Ticket CRA001001746 and J&J Harvesting & Trucking, Inc. Ticket 1229	10/9/2018	1,089.00	653.40	\$7.00	\$7,623.00
2	Dakota Dry Bean Inc. Scale Ticket LAK001000912 (See Note 2)	10/10/2018	1,099.67	659.80	\$7.00	\$7,697.69
3	J&J Harvesting & Trucking Inc - Ticket 1213	10/11/2018	876.00	525.60	\$7.00	\$6,132.00
4	J&J Harvesting & Trucking Inc - Ticket 1242	10/16/2018	1,046.00	627.60	\$7.00	\$7,322.00
5	J&J Harvesting & Trucking Inc - Ticket 1240	10/17/2018	976.00	585.60	\$7.00	\$6,832.00
6	J&J Harvesting & Trucking Inc - Ticket 1241	10/17/2018	1,026.70	616.02	\$7.00	\$7,186.90
7	J&J Harvesting & Trucking Inc - Ticket 1216 and Crookston Bean Inc. Certificate of Weight Ticket 513	10/15/2018	948.30	568.98	\$7.00	\$6,638.10
8	Dakota Dry Bean Inc. Scale Ticket CRA001001795 and J&J Harvesting & Trucking, Inc. Ticket 1217	10/16/2018	1,158.30	694.98	\$7.00	\$8,108.10
9	Dakota Dry Bean Inc. Scale Ticket CRA001001825	10/18/2018	818.00	490.80	\$7.00	\$5,726.00
	Totals in Pounds		9,037.97	5,422.78		\$63,265.79
	Note 1: Bushels are converted to CWT by following formula: (Number bushels x 60) / 100 = number of cwt					
	Note 2: J&J Harvesting & Trucking - Ticket 1231 shows estimate 1016.7 bushels or 610.00 cwt. However, the Dakota Dry Bean, Inc. scale ticket shows 659.80 cwt or 1099.67 bushels. The claimant is relying upon the Dakota Dry Bean Inc. scale ticket for claim.					

Exhibit B

Trade Confirmation #21109

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

Contract Date: 4/3/18

**Seller: Prairie Pines Inc.
540 86th Ave SE
Kensal, ND 58455
Ryan - 701-320-2079
ryanspltzer@hotmail.com**

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

Quantity: 8,000 bu (+ or - 500 bu)

Commodity: #2 Yellow Peas

**Shipment: May 1, 2018 - Jun 30, 2018
Buyer's Call**

Origin: Kensal, ND 58455

Weights: Destination

Grades: Destination

Price Basis: Origin

Price Paid To Seller: \$7.00 bu (Contract Price)

Brokerage to ECGM Inc.: \$0.15 bu

Seller's Net: \$7.00 bu - \$0.15 bu ECGM Inc. = \$6.85 bu

Governing Contract: National Feed and Grain Association

Payment: Per Agreement

Discount Schedule: Destination

Note: No GMO Grains / Splits paid at full price

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: BQG8V

Exhibit B
GRAIN PURCHASE CONTRACT

187202

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. _____ (Grade and Kind) of _____ (Commodity) at _____ (% Moisture) _____ (% Protein) (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: 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 judgment 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))

**Exhibit B
GRAIN PURCHASE CONTRACT**

187215

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. _____ (Grade and Kind) of _____ (Commodity) at _____ (% Moisture) _____ (% Protein) (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: 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 _____ day of _____ (month), _____ (year).

SELLER:

(Authorized Signature(s))

BUYER:

(Authorized Signature(s))

Exhibit B

J & J Harvesting and Trucking Inc.
 PO Box 286
 Leeds, ND 58346

Invoice

701.739.2468

DATE	INVOICE #
10/13/2018	10132018

BILL TO
Midwest Grain Trading 218 4th St. SW, Suite 1 Devils Lake, ND 58301

DESCRIPTION	QTY	RATE	AMOUNT
Rohrville to Dakota Dry Bean (Peas)			0.00
10-11-18 (GRA001001773) Truck 316	1,157.7	0.10	115.77
10-8-18 (LAK001000910) Truck 316	1,005	0.10	100.50
10-9-18 (GRA001001747) Truck 316	1,114.7	0.10	111.47
10-10-18 (CRA001001761) Truck 316	1,100	0.10	110.00
10-10-18 (CRA001001763) Truck 316	1,120	0.10	112.00
10-10-18 (CRA001001753) Truck 316	1,107.7	0.10	110.77
10-10-18 (CRA001001756) Truck 316	1,086.3	0.10	108.63
10-10-18 (CRA001001767) Truck 316	1,111.7	0.10	111.17
10-10-18 (CRA001001750) Truck 316	1,082	0.10	108.20
Tunbridge to Dakota Dry Bean (Peas)			0.00
10-12-18 (LAK001000917) Truck 316	1,157.3	0.30	347.19
10-13-18 (LAK001000920) Truck 316	1,031	0.30	309.30
10-13-18 (LAK001000919) Truck 316	1,120.3	0.30	336.09
Ryan Spltzer Farm to Various (Peas)			0.00
10-9-18 (GRA001001746) Truck 316 Crary	1,089	0.30	326.70
10-10-18 (LAK001000912) Truck 316 Lakeview	1,016.7	0.30	305.01
10-11-18 (512 & 1213) Truck 316 Crookston Bean	876	0.57	499.32
Rohrville to Crookston Bean (Peas)			0.00
10-8-18 (842 & 1232) Truck 316	973.3	0.50	486.65
10-12-18 (1281) Truck 316	956	0.50	478.00
10-11-18 (1280) Truck 316	971	0.60	485.50
Tunbridge to Crookston Bean (Peas)			0.00
10-12-18 (312 & 1212) Truck 316	957.7	0.75	718.28
Tunbridge to AGT Minot (Peas)			0.00
10-9-18 (M18737) Truck 316	1,164.7	0.30	349.41
10-8-18 (M18716) Truck 316	1,151.3	0.30	345.39
Kevin Harstad to Hensler (Wheat)			0.00
10-9-18 (156089) Truck 316	1,070	0.55	588.50

Exhibit B

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

Number: CRA001001746
Date: 10/9/2018
 Printed: 10/9/2018 1:56:10 PM

INBOUND - Yellow Pea

Crary 401

Account of: Midwest Grain Trading

PO Box 183
 Leeds ND 58346

Weights (lb)

Gross:	95,960	CRARY	10/9/2018	1:43:00 PM
Tare:	30,620	CRARY	10/9/2018	1:55:55 PM
Net:	65,340			

653.40 Cwt.

Driver On Scale: No JODY MCGARVEY 5 Axle
 Vehicle: 3891P ND T 166746 ND
 Grade Cert: Dean Wangler
 Weight Cert: Dean Wangler
 Bill of Lading

Factor	Grade	Qty Adj	Disc %
FM	0.780%	-5.100	0.78
MOIST	13.50%	0.00	0.00
SPLITS	1.710%	-5.690	0.86
DAMAGE	0.890%	-4.510	0.69
OCHRATOXIN	0.00%	0.00	0.00
CSC	0.00%	0.00	0.00
			0.00
			0.00
			0.00
			0.00

Licensed Weigher/Grader *Dean Wangler*

Ownership

	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	653.40	-15.20	638.20			

ND WAREHOUSE SCALE TICKET

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

Ryan S.
1229

Exhibit B

Ryan S

Load 1229

Unload CRA 001001746

J & J HARVESTING & TRUCKING INC.		1229	
PO Box 286, Leeds, ND 58846 Phone 701-739-2468		Date	
From: Shipper name and address Ryan Smitz Midwest Grain Trucking		10/1/16	
To: Receiver name and address Dakota Dry Bean Leeds, ND		Load # 1229	
Commodity		Weight lb	Rate
Beans		6,000	30
Driver Name (Print)		GROSS UNWEIGHTED WEIGHT 1089 LB	
Truck # 911 (3891P 10)		Driver Signature [Signature]	
		Tare # 212 (1165746)	
		6326.76	

Exhibit B

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

Number: LAK001000912
Date: 10/10/2018
 Printed: 10/10/2018 7:53:04 AM

INBOUND - Yellow Pea
 Lakeview 309

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

Weights (lb)

Gross: 96,360 LAKEVIEW 10/10/2018 7:23:02 AM
 Tare: 30,380 LAKEVIEW 10/10/2018 7:51:38 AM
 Net: 65,980

659.80 Gwt.

Driver On Scale: Yes JODY MOGARVEY 5 Axle
 Vehicle: 3891 P ND T 165746 ND
 Grade Cert: latonneo hughes
 Weight Cert: latonneo hughes
 Bill of Lading

Factor Grade Qty Adj Disc %

FM	0.140%	-0.920	0.14
MOIST	12.80%	0.00	0.00
SPLITS	1.740%	-5.740	0.87
DAMAGE	0.940%	-6.200	0.84
OCHRATOXIN	0.00%	0.00	0.00
CSC	0.00%	0.00	0.00
			0.00
			0.00
			0.00

Licensed Weigher/Grader: 

Ownership

	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	659.80	-12.86	646.94			

ND WAREHOUSE SCALE TICKET

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

Ryan S.
 1231

Exhibit B

Ryan S.

1231 Load

LAK 001000912 unload

J & J HARVESTING & TRUCKING INC. 1231
P.O. Box 288, Leips, ND 58346
Phone 701-789-2488

From Shipper Name and Address		Date
Midwest Grain Trading		10-9-12
To Recipient Name and Address		Load #
Cabela Dry Farm		Farm Load #5
Commodity		Previous Shipment
Pears	Weight lbs	Pears
	14,000 E. Truck	
	100.75	1.30
Driver Name (Print)	Driver Signature	
John McQuinn	John McQuinn	
TRUCK #	Year	
311	2012	

30512

Unloaded @ Crookston Bean **Exhibit B**
 Weight Recorded in Crookston

Ryan S.

J & J HARVESTING & TRUCKING INC.

1213

RD. Box 286 Leads, ND 58848
 Phone 701-739-2488

From Shipper name and address

61001 St N MN

Date

Lot No

Ryan Spitzer
 FARM

To Receiver name and address

84026
 31916
 52560

Provide cargo

Beans Commodity

Beans weight lbs

Mois

[Signature]

876 Bu

157

Driver Name/Title

[Signature]

Driver Signature

[Signature]

Trailer

368

Trailer #

2012

\$499.32

Exhibit B

J & J Harvesting and Trucking Inc.
 PO Box 286
 Leeds, ND 58346

701.739.2468

Invoice

DATE	INVOICE #
10/20/2018	10202018

BILL TO
Midwest Grain Trading 218 4th St. SW, Suite 1 Devils Lake, ND 58301

DESCRIPTION	QTY	RATE	AMOUNT
Tunbridge to Dakota Dry Bean (Peas)			0.00
10-14-18 (LAK001000922) Truck 318	1,139.7	0.30	341.91
10-17-18 (CRA00100186) Truck 318	1,107	0.30	332.10
10-14-18 (LAK001000921) Truck 318	1,026.7	0.30	308.01
Ryan Spitzer Farm to Various Locations (Peas)			0.00
10-16-18 (1242) Crookston MN - Truck 318	1,046	0.57	596.22
10-17-18 (1240) Crookston, MN - Truck 318	976	0.57	556.32
10-17-18 (1241) Crookston, MN - Truck 318	1,026.7	0.57	585.22
10-15-18 (1216) Crookston, MN - Truck 318	948.3	0.57	540.63
10-16-18 (CRA001001795) Crary, ND - Truck 318	1,158.3	0.30	347.49
10-18-18 (CRA001001825) Crary, ND - Truck 318	818	0.40	327.20
Leon Schmaltz Farm to Various (Peas)			0.00
10-16-18 (1220) Crookston, MN - Truck 318	973	0.80	778.40
10-17-18 (CRA001001810) Crary, ND - Truck 318	1,104.3	0.45	496.94
Rohrville to Various			0.00
10-17-18 (CRA001001799) Crary, ND (Peas) Truck 318	1,057.3	0.10	105.73
10-19-18 (84915) Osnabrock (Durum) Truck 318	1,126.3	0.30	337.89
10-18-18 (177580) Nekoma (Wheat) Truck 318	1,102.7	0.25	275.68
Total			6,028.84

Ryan S.

Exhibit B

Unloaded @ Crookston Dry Bean
weighed @ Crookston

J & J HARVESTING & TRUCKING INC. 1242
PO Box 285, Linds, ND 58346
Phone 701-789-2450

From Shipper name and address Medwest Grain Trucking	Date 11-16-18	
To Recv name and address Crookston Bean	Lot # Spitzen Beans	
Commodity Beans	Production Beans	
	Weight 92940 30180 <hr/> 62760 1046 Bu	Hard
Division (Unit) John Mackenzie	Dryer Serial # 943	
Truck 316	Trailer # 218	

Ryan S.

Exhibit B

Unloaded @ Crookston Dry Bean
weight recorded in Crookston

J & J HARVESTING & TRUCKING INC. 1240
PO Box 286, Leeds, ND 58346
Phone 701-738-2488

From Shipper name and address		Date
Midwest Grain Trading		10-17-18
To Receiver name and address		Lot #
Crookston Bean		Ryan Spitzer TEAM
Commodity		Product/Grade
Puls		Puls
		Weight lbs
		89,200 30,640
Driver Name (print)		Rate
John McHenry		976 BU
Truck #		Driver Signature
316		[Signature]
		Trailer
		2013

Exhibit B

Ryan S.

Unloaded @ Crookston Dry Bean
Weight Recorded in Crookston

J & J HARVESTING & TRUCKING INC. 1244
PO Box 286, Leeds, ND 58340
Phone 701-738-2468

From Shipper name and address Midwest Grain Trading		Date: 10-17-18	
To Recaller name and address Crookston Bean		Load #: Ryan Spitzer Farm	
Commodity Pears	Previous cargo: Pears		Rate
	Weight lbs.		
	92240		
	30640		
	<hr/>		
	61600		
	10267 Bu		
Driver Name (print) Jody McArthur	Driver Signature <i>Jody</i>		
Truck # 316	Trailer #		

Exhibit B

Ryan S.

1216 Load

513 Unload

1216

J & J HARVESTING & TRUCKING INC.
PO Box 286 Leads ND 58346
Phone 701-788-2458

From Shipper name and address		DATE	
J&J Harvesting		10-15-10	
To Receiver name and address		DATE	
Leads ND		Ryan S. 1216	
Commodity		WEIGHT (LBS)	PIECES
Beans		985.20	
		316.70	
		668.50	
Driver Name (last)		DRIVER SIGNATURE	TRAILER #
1216		[Signature]	1216

Exhibit B

Ryan S.
1216

CERTIFICATE OF WEIGHT
CROOKSTON BEAN INC.
1600 S. Main St.
Crookston, MN 55710-0053

DRIVER: ON
 OFF

T.W. 23020
L.W. 31628
56950
94835

NAME _____
NAME _____
ADDRESS _____

LOAD OF Beans
FROM _____
TO _____
LESS _____

513

AGENT/MANAGER
CROOKSTON BEAN INC.

Exhibit B

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

Number: CRA001001795
Date: 10/16/2018
 Printed: 10/16/2018 8:57:56 AM

INBOUND - Yellow Pea
 Crary 401

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

Weights (lb)				
Gross:	101,700	CRARY	10/16/2018	8:43:10 AM
Tare:	32,200	CRARY	10/16/2018	8:57:49 AM
Net:	69,500			

695.00 Cwt.

Driver On Scale: No WILLIE MEARS 6 Axle
 Vehicle: 21243P ND T 13897 ND
 Grade Cert: Dean Wangler
 Weight Cert: Dean Wangler
 Bill of Lading

Factor	Grade	Qty Adj	Disc %
FM	0.850%	-5.910	0.85
MOIST.	13.40%	0.00	0.00
SPLITS	3.150%	-10.950	1.58
DAMAGE	1.030%	-7.160	1.03
OCHRATOXIN	0.00%	0.00	0.00
CSC	0.00%	0.00	0.00
			0.00
			0.00
			0.00

Licensed Weigher/Grader *Dean Wangler*

Ownership	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	695.00	-24.02	670.98			

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

Ryan S.
1217

Ryan S.

Exhibit B

1217 Load
CRA001001795 unload

J & J HARVESTING & TRUCKING INC. 1217
 PO Box 238, Leeds, ND 58346
 Phone 701-739-2488

From: Shipper name and address: Ryan S. [unclear]		Date: 10-15-18	
To: Receiver name and address: Midwest [unclear]		Load #:	
Commodity: Hay		Weight: 115,000 lbs	Rate: 1.30
Driver Name (print): [unclear]		Driver Signature: [unclear]	
Truck #: [unclear]		Trail #: 1217	

Exhibit B

Number: CRA001001825
Date: 10/18/2018
Printed: 10/18/2018 1:29:46 PM

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

INBOUND - Yellow Pea
 Crary 401

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

Weights (lb)				
Gross:	81,080	CRARY	10/18/2018	1:19:43 PM
Tare:	32,000	CRARY	10/18/2018	1:29:37 PM
Net:	49,080			

490.80 Cwt.

Driver On Scale: No WILLIE MEARS 6 Axle
 Vehicle: 21243P ND T 13897 ND
 Grade Cert: Dean Wangler
 Weight Cert: Dean Wangler
 Bill of Lading

Factor	Grade	Qty Adj	Disc %
FM	0.380%	-1.870	0.38
MOIST	12.90%	0.00	0.00
SPLITS	0.680%	-1.670	0.34
DAMAGE	0.560%	-2.750	0.56
OCHRATOXIN	0.00%	0.00	0.00
CSC	0.00%	0.00	0.00

Licensed Weigher/Grader *Dean Wangler*

Ownership	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	490.80	-6.29	484.51			

NO WAREHOUSE SCALE TICKET
 All storage contracts on grain in store at public grain warehouses shall terminate on June 30th of each year, except storage contracts for dry edible beans which shall terminate on April 30th of each year. If storage charges and warehouseman's charges and warehouseman's advances remain unpaid at the time of such termination, the warehouseman shall sell sufficient of said grain to pay such charges and advances. The holder hereof shall surrender this receipt to the issuing warehouseman for settlement. This warehouse is not responsible for returning an identical percentage of check seed coats back to receipt holder in the event of redelivery.

Ryan S. 1218



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 receipholder 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 receipholder or credit-sale contract claimant and the receipt holder or credit-sale contract claimant may be barred from payment for any amount due.

FOR COMMISSION USE ONLY

PSC Case Number:

GE-18-395

Civil Number:

CLAIMANT INFORMATION

Claimant Name (as used on income tax return) Prairie Pines, Inc.		Telephone Number 701-320-2079	
Mailing Address 540 86th Avenue SE		Email Address ryanspitzer@hotmail.com	
City Kensal	State ND	ZIP Code 58455	

CLAIM AGAINST

Name of Grain Warehouse or Grain Buyer Hunter Hanson d/b/a Midwest Grain Trading		Telephone Number 701-381-1022	
Address P.O. Box 746		Email Address hunter.midwestgraintrading@gmail.com	
City Devils Lake, ND	State ND	ZIP Code 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
	See Attached Claim of Prairie Pines, Inc. against Hunter Hanson d/b/a	\$	Bu. / CWT	\$ 63,265.79
	Midwest Grain Trading	\$	Bu. / CWT	\$
		\$	Bu. / CWT	\$
		\$	Bu. / CWT	\$
Total Amount of Claim			Bu. / CWT	\$ 63,265.79

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 of Prairie Pines, Inc. against Hunter Hanson d/b/a Midwest Grain Trading

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
- Settlement/Assembly Sheets
- Purchase Contracts
- Credit-Sale Contracts
- 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 <i>Prairie Pines Inc by Dale J. Pines</i>	Date <i>3-6-19</i>
---	-----------------------

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURLEIGH

SOUTH CENTRAL JUDICIAL DISTRICT

Public Service Commission,

Civil No. 08-2018-CV-03299

Petitioner,

-vs-

**CLAIM OF
PRAIRIE PINES, INC.**

Hunter Hanson d/b/a Midwest Grain Trading,

and

State Farm Fire and Casualty Company

Respondents.

PSC Case No. GE-18-395

[¶1] Prairie Pines, Inc. asserts a claim in the above-entitled proceeding, based upon his quantity of 9,037.97 bushels (bu) or 5,422.78 hundred weight (cwt.)¹ of #2 yellow peas, at a price of \$7.00 per bu based on the terms of the contract, for a total of \$63,265.79 (9,037.97 bu. x \$7.00/bu) – See **Exhibit A**. No deduction for \$0.15 brokerage fee is warranted because Prairie Pines, Inc. received an invoice and paid such amount directly to the broker by check.

[¶2] Prairie Pines, Inc. submits with this claim a summarizing spreadsheet attached as **Exhibit A**, and copies of receipts and other evidence for said 9,037.97 bushels (bu) or 5,422.78 hundred weight (cwt) of #2 yellow peas, which receipts and other evidence are attached hereto as **Exhibit B**.

¹ The conversion from bushels to hundred weight is 9,037.97 bu multiplied by 60 and the result is then divided by 100 = 5,422.78 cwt.

[¶3] Based upon information and belief, the Petitioner Public Service Commission obtained copies of documents within the files and in the possession of Respondent Hunter Hanson d/b/a Midwest Grain Trading relating to Prairie Pines, Inc.'s 9,037.97 bushels (bu) or 5,422.78 hundred weight (cwt) of #2 yellow peas.

[¶4] Based upon information and belief, it appears Hunter Hanson d/b/a Midwest Grain Trading intermingled and interrelated its business operations with Hunter Hanson d/b/a NoDak Grain as a common and singular business enterprise. Accordingly, Prairie Pines, Inc. is submitting this same claim in the Hunter Hanson d/b/a NoDak Grain insolvency proceeding, being Pierce County, North Dakota District Court Case No. 35-2018-CV-00088.

[¶5] Dated this 11 day of March, 2019.

PEARSON CHRISTENSEN, PLLP



Daniel L. Gaustad (ND ID #05282)

Joseph E. Quinn (ND ID #06538)

Attorneys at Law

24 North 4th Street

P. O. Box 5758

Grand Forks, ND 58206-5758

Phone: 701-775-0521

Facsimile: 701-775-0524

dan@grandforkslaw.com

jquinn@grandforkslaw.com

Attorneys for Prairie Pines, Inc.

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STATE OF NORTH DAKOTA

COUNTY OF Stutsman

} ss. VERIFICATION

[¶6] Bill Spitzer, as the President of Prairie Pines, Inc., being duly sworn upon oath, deposes and states that I have read the above Claim and to the best of my knowledge, believe the contents to be true and correct.

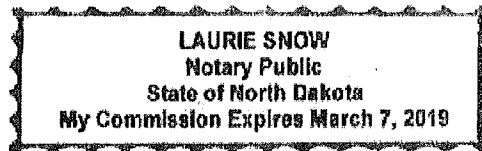
DATED this 6th day of March, 2019.

PRAIRIE PINES, INC.

Bill Spitzer
By: BILL SPITZER
Its: President

Subscribed and sworn to before me by Bill Spitzer as the President of Prairie Pines, Inc. on this 6th day of March, 2019.

Laurie Snow
Notary Public for the State of North Dakota



Prairie Pines, Inc.
Exhibit A - Summarizing Spreadsheet

Item #	Description	Date	Peas in Bushels	Peas Converted to CWT See Note 1	Price / bu	Total Price / Total Claim
1	Dakota Dry Bean Inc. Scale Ticket CRA001001746 and J&J Harvesting & Trucking, Inc. Ticket 1229	10/9/2018	1,089.00	653.40	\$7.00	\$7,623.00
2	Dakota Dry Bean Inc. Scale Ticket LAK001000912 (See Note 2)	10/10/2018	1,099.67	659.80	\$7.00	\$7,697.69
3	J&J Harvesting & Trucking Inc - Ticket 1213	10/11/2018	876.00	525.60	\$7.00	\$6,132.00
4	J&J Harvesting & Trucking Inc - Ticket 1242	10/16/2018	1,046.00	627.60	\$7.00	\$7,322.00
5	J&J Harvesting & Trucking Inc - Ticket 1240	10/17/2018	976.00	585.60	\$7.00	\$6,832.00
6	J&J Harvesting & Trucking Inc - Ticket 1241	10/17/2018	1,026.70	616.02	\$7.00	\$7,186.90
7	J&J Harvesting & Trucking Inc - Ticket 1216 and Crookston Bean Inc. Certificate of Weight Ticket 513	10/15/2018	948.30	568.98	\$7.00	\$6,638.10
8	Dakota Dry Bean Inc. Scale Ticket CRA001001795 and J&J Harvesting & Trucking, Inc. Ticket 1217	10/16/2018	1,158.30	694.98	\$7.00	\$8,108.10
9	Dakota Dry Bean Inc. Scale Ticket CRA001001825	10/18/2018	<u>818.00</u>	<u>490.80</u>	\$7.00	<u>\$5,726.00</u>
	Totals in Pounds		<u>9,037.97</u>	<u>5,422.78</u>		<u>\$63,265.79</u>
	Note 1: Bushels are converted to CWT by following formula: (Number bushels x 60) / 100 = number of cwt					
	Note 2: J&J Harvesting & Trucking - Ticket 1231 shows estimate 1016.7 bushels or 610.00 cwt. However, the Dakota Dry Bean, Inc. scale ticket shows 659.80 cwt or 1099.67 bushels. The claimant is relying upon the Dakota Dry Bean Inc. scale ticket for claim.					

Exhibit B

Trade Confirmation #21109

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

Contract Date: 4/3/18

Seller: Prairie Pines Inc.
540 86th Ave SE
Kensal, ND 58455
Ryan - 701-320-2079
ryanspitzer@hotmail.com

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

Quantity: 8,000 bu (+ or - 500 bu)

Commodity: #2 Yellow Peas

Shipment: May 1, 2018 - Jun 30, 2018
Buyer's Call

Origin: Kensal, ND 58455

Weights: Destination

Grades: Destination

Price Basis: Origin

Price Paid To Seller: \$7.00 bu (Contract Price)

Brokerage to ECGM Inc.: \$0.15 bu

Seller's Net: \$7.00 bu - \$0.15 bu ECGM Inc. = \$6.85 bu

Governing Contract: National Feed and Grain Association

Payment: Per Agreement

Discount Schedule: Destination

Note: No GMO Grains / Splits paid at full price

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: BQG8V

Exhibit B
GRAIN PURCHASE CONTRACT

187202

This is an agreement that the Seller W. J. ... (Seller's Name)
of ... (Seller's Address, City, State & Zip)
on 5-18 (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. #2 (Grade and Kind) of ... (Commodity) at ... (% Moisture) (% Protein)
at ... (Delivery Location) for delivery 5-18 - 5-18 (Specify Time Period for Delivery)
at the purchase price of \$... 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 _____ day of _____ (month), _____ (year).

SELLER:
...
(Authorized Signature(s))

BUYER:
...
(Authorized Signature(s))

**Exhibit B
GRAIN PURCHASE CONTRACT**

187215

This is an agreement that the Seller _____
(Seller's Name)

of _____
(Seller's Address, City, State & Zip)

on _____ has sold and agreed to deliver to the Buyer _____
(Date) (Company Name)

at _____
(Buyer's Address, City, State & Zip)

a net quantity of _____ (bu. / cwt.) of U.S. _____ of _____ at _____
(Circle One) (Grade and Kind) (Commodity) (% Moisture) (% Protein) (Circle One)

at _____ for delivery _____
(Delivery Location) (Specify Time Period for Delivery)

at the purchase price of \$ _____ per (bu. / cwt.) under the following terms and conditions: Net-30
(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))

Exhibit B

J & J Harvesting and Trucking Inc.
 PO Box 286
 Leeds, ND 58346

Invoice

701.739.2468

DATE	INVOICE #
10/13/2018	10132018

BILL TO
Midwest Grain Trading 218 4th St. SW, Suite 1 Devils Lake, ND 58301

DESCRIPTION	QTY	RATE	AMOUNT
Rohrville to Dakota Dry Bean (Peas)			0.00
10-11-18 (GRA001001773) Truck 316	1,157.7	0.10	115.77
10-8-18 (LAK001000910) Truck 316	1,005	0.10	100.50
10-9-18 (CRA001001747) Truck 316	1,114.7	0.10	111.47
10-10-18 (GRA001001761) Truck 316	1,100	0.10	110.00
10-10-18 (CRA001001763) Truck 316	1,120	0.10	112.00
10-10-18 (CRA001001753) Truck 316	1,107.7	0.10	110.77
10-10-18 (CRA001001756) Truck 316	1,086.3	0.10	108.63
10-10-18 (CRA001001767) Truck 316	1,111.7	0.10	111.17
10-10-18 (CRA001001750) Truck 316	1,082	0.10	108.20
Tunbridge to Dakota Dry Bean (Peas)			0.00
10-12-18 (LAK001000917) Truck 316	1,157.3	0.30	347.19
10-13-18 (LAK001000920) Truck 316	1,031	0.30	309.30
10-13-18 (LAK001000919) Truck 318	1,120.3	0.30	336.09
Ryan Spitzer Farm to Various (Peas)			0.00
10-9-18 (CRA001001746) Truck 316 Crary	1,089	0.30	326.70
10-10-18 (LAK001000912) Truck 316 Lakeview	1,016.7	0.30	305.01
10-11-18 (512 & 1213) Truck 318 Crookston Bean	876	0.57	499.32
Rohrville to Crookston Bean (Peas)			0.00
10-8-18 (842 & 1232) Truck 316	973.3	0.50	486.65
10-12-18 (1281) Truck 316	956	0.50	478.00
10-11-18 (1280) Truck 316	971	0.50	485.50
Tunbridge to Crookston Bean (Peas)			0.00
10-12-18 (312 & 1212) Truck 318	957.7	0.75	718.28
Tunbridge to AGT Minot (Peas)			0.00
10-9-18 (M18737) Truck 318	1,164.7	0.30	349.41
10-8-18 (M18716) Truck 318	1,151.3	0.30	345.39
Kevin Harstad to Hensler (Wheat)			0.00
10-9-18 (156069) Truck 318	1,070	0.55	588.50

Exhibit B

Dakota Dry Bean, Inc.

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

Number: CRA001001746

Date: 10/9/2018

Printed: 10/9/2018 1:56:10 PM

INBOUND - Yellow Pea

Grary

401

Account of: **Midwest Grain Trading**

PO Box 183

Leeds ND 58346

Weights (lb)

Gross:	95,960	CRARY	10/9/2018	1:43:00 PM
Tare:	30,620	CRARY	10/9/2018	1:55:55 PM
Net:	65,340			

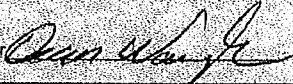
653.40 Cwt.

Driver On Scale: No JODY MCGARVEY 6 Axle
 Vehicle: 3891P ND T 165746 ND
 Grade Cert: Dean Wangler
 Weight Cert: Dean Wangler
 Bill of Lading

Factor Grade Qty Adj Disc %

FM	0.760%	-5.100	0.78
MOIST.	13.50%	0.00	0.00
SPLITS	1.710%	-5.590	0.86
DAMAGE	0.690%	-4.510	0.69
OCHRATOXIN	0.00%	0.00	0.00
GSC	0.00%	0.00	0.00
			0.00
			0.00
			0.00

Licensed Weigher/Grader



Ownership

	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	653.40	-15.20	638.20			

ND WAREHOUSE SCALE TICKET

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

Ryan S.
1229

Ryan S

Exhibit B

Load 1229

Unload CRA001001746

J & J HARVESTING & TRUCKING INC. 1229
 PO Box 286, Leeds, ND 58346
 Phone 701-739-2468

From: Shipper name and address		Date	
Ryan S Medwest Grain Trucking		10/1/10	
To: Receiver name and address		Load #	
Dakota Dry Bean Leeds, ND		Ryan S #1	
Commodity		Previous cargo	
Peanut		Peanut	
		Weight	Rate
		65340	30
		65340 unboarded weight	
		1079 cu	
Driver Name (Print)		Driver Signature	
Bill (3891P M)		[Signature]	
Trailer #		Trailer #	
816 (3891P M)		2112 (7115706)	
		032670 (100)	

Exhibit B

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

Number: LAK001000912
Date: 10/10/2018
 Printed: 10/10/2018 7:53:04 AM

INBOUND - Yellow Pea

Lakeview 309

Account of: **Midwest Grain Trading**

PO Box 183
 Leeds ND 58346

Weights (lb)

Gross: 96,360 LAKEVIEW 10/10/2018 7:23:02 AM
 Tare: 30,380 LAKEVIEW 10/10/2018 7:51:38 AM
 Net: 65,980

659.80 Cwt.

Driver On Scale: Yes JODY MCGARVEY 5 Axle
 Vehicle: 3891 P ND T 165746 ND
 Grade Cert: latonneo hughes
 Weight Cert: latonneo hughes
 Bill of Lading

Factor Grade Qty Adj Disc %

FM	0.140%	-0.920	0.14
MOIST	12.80%	0.00	0.00
SPLITS	1.740%	-5.740	0.87
DAMAGE	0.940%	-6.200	0.84
OCHRATOXIN	0.00%	0.00	0.00
CSC	0.00%	0.00	0.00
			0.00
			0.00
			0.00

Licensed Weigher/Grader 

Ownership

	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	659.80	-12.86	646.94			

ND WAREHOUSE SCALE TICKET

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

Ryan S
 1231

Exhibit B

Ryan S.

1231 Load

LAK 001000912 unload

J & J HARVESTING & TRUCKING INC. 1231
 PO Box 286, Leeds, ND 58346
 Phone 701-799-2488

From Shipper name and address		Date	
Maxwell Grain Trading		10-9-18	
To Receiver name and address		LOAD #	
Deborah Dry Farm		Farm Road #2	
Commodity		Produce origin	
Peas	Weight lbs	Rate	
	14,500 Estimate	1.30	
	146,700		
Driver Name (Print)	Driver Signature		
Jordan McManus	Jordan McManus		
Truck #	Trailer #		
311	2018		

30511

Unloaded @ Crookston Bean **Exhibit B**
 Weight recorded in Crookston

Ryan S.

J & J HARVESTING & TRUCKING INC.

1213

PO Box 288, Leeds, ND 58346
 Phone 701-789-2468

From: Shipper name and address

Crookston MN

Date:

Load #

Ryan Spitzer
 FARM

To: Receiver name and address

84020
 31460
 276
 32560

Previous cargo:

Beans Commodity

Prod. weight lbs.

Rate



876 BK

157

Driver Name (only)

Co. Mx

Driver Signature

Co. Mx

Truck #

316

Trailer #

3017

8499 32

Exhibit B

J & J Harvesting and Trucking Inc.
 PO Box 286
 Leeds, ND 58346

Invoice

701.739.2468

DATE	INVOICE #
10/20/2018	10202018

BILL TO
Midwest Grain Trading 218 4th St. SW, Suite 1 Devils Lake, ND 58301

DESCRIPTION	QTY	RATE	AMOUNT
Tunbridge to Dakota Dry Bean (Peas)			0.00
10-14-18 (LAK001000922) Truck 318	1,139.7	0.30	341.91
10-17-18 (CRA00100186) Truck 318	1,107	0.30	332.10
10-14-18 (LAK001000921) Truck 318	1,026.7	0.30	308.01
Ryan Spitzer Farm to Various Locations (Peas)			0.00
10-16-18 (1242) Crookston, MN - Truck 318	1,046	0.57	596.22
10-17-18 (1240) Crookston, MN - Truck 318	976	0.57	556.32
10-17-18 (1241) Crookston, MN - Truck 318	1,026.7	0.57	585.22
10-15-18 (1216) Crookston, MN - Truck 318	948.3	0.57	540.63
10-16-18 (CRA001001795) Crary, ND - Truck 318	1,158.3	0.30	347.49
10-18-18 (CRA001001825) Crary, ND - Truck 318	818	0.40	327.20
Leon Schmaltz Farm to Various (Peas)			0.00
10-16-18 (1220) Crookston, MN - Truck 318	973	0.90	875.70
10-17-18 (CRA001001810) Crary, ND - Truck 318	1,104.3	0.45	496.94
Rohrville to Various			0.00
10-17-18 (CRA001001799) Crary, ND (Peas) Truck 318	1,057.3	0.10	105.73
10-19-18 (64915) Osnabrock (Durum) Truck 318	1,126.3	0.30	337.89
10-18-18 (177560) Nekoma (Wheat) Truck 318	1,102.7	0.25	275.68
Total			6,028.94

Ryan S.

Exhibit B

Unloaded @ Crookston Dry Bean
weighed @ Crookston

J & J HARVESTING & TRUCKING INC. 1242
PO Box 286, Leeds, ND 58346
Phone 701-789-2488

From: Shipper name and address		Date	
Midwest Grain Trading		11-16-18	
To: Receiver name and address		Load #	
Crookston Bean		Spitzen Farms	
Commodity		Previous cargo	
Beans		Beans	
		Weight (lbs)	Date
		92940	
		30180	
		<hr/>	
		62760	
		1096 Bu.	
Driver Name (Print)	Driver Signature		
Jody McGowan			
Truck #	Trailer #		
316	218		

Ryan S.

Exhibit B

Unloaded @ Crookston Dry Bean
Weight recorded in Crookston

J & J HARVESTING & TRUCKING INC.		1240
PO Box 206, Leeds, ND 58346 Phone 701-738-2468		Date: 10-17-18
From: Shipper name and address Midwest Grain Trading	To: Receiver name and address Ryan Spitzer FARM	
To: Receiver name and address Crookston Bean	Product/ cargo Pulse	
Commodity Pulse	Weight lbs 89,200 30,640	Rate
Driver Name (Print) Judy McHenry	Driver Signature [Signature]	
Truck # 316	Trail # 2018	

Exhibit B

Ryan S.

Unloaded @ Crookston Dry Bean
Weight Recorded in Crookston

J & J HARVESTING & TRUCKING INC. 1241
PO Box 286, Leeds, ND 58946
Phone 701-738-2488

From: Shipper name and address Midwest Grain Trading		Date: 10-17-18	
To: Receiver name and address Crookston Bean		Load #: Ryan Spitzer Farms	
Commodity Peas		Previous cargo: Peas	
		Weight lbs	Rate
		92240	
		30640	
		61600	
Driver Name (Print) Jody McBarney		Driver Signature Jody	1026.7 lbs
Truck # 316		Trailer #	

Ryan S.

Exhibit B

1216 Load
513 Unload

1216

J & J HARVESTING & TRUCKING INC.
PO Box 288, Leads, ND 58346
Phone 701-788-2488

Date: 10-15-18

From: Ryan S. / 1216 / Leads

To: Conductor MN

Commodity	Weight lbs	Rate
Wheat	885.20	
	316.20	
	569.00	
	118.2	

Driver Name: Ryan S.

Trailer #

Exhibit B

Ryan S.
1216

CERTIFICATE OF WEIGHT
CROOKSTON BEAN INC.
1600 S. Main St.
Crookston, MN 56716-0069

DRIVER: ON OFF

Net Wt. 83530
Tare Wt. 31626
56900
94735

NAME _____
NAME _____
ADDRESS _____

LOAD OF Proso
FROM _____
TO Crookston
FEES \$ _____

513

IDENT. MANAGER
EPA 40 CFR 170.101-170.105

Exhibit B

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

Number: CRA001001795
Date: 10/16/2018
 Printed: 10/16/2018 8:57:56 AM

INBOUND - Yellow Pea
 Cray 401

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

Weights (lb)				
Gross:	101,700	CRARY	10/16/2018	8:43:10 AM
Tare:	32,200	CRARY	10/16/2018	8:57:49 AM
Net:	69,500			

695.00 Cwt.

Driver On Scale: No WILLIE MEARS 6 Axle
 Vehicle: 21243P ND T 13897 ND
 Grade Cert: Dean Wengler
 Weight Cert: Dean Wengler
 Bill of Lading

Factor	Grade	Qty Adj	Disc %
FM	0.850%	-5.910	0.85
MOIST	13.40%	0.00	0.00
SPLITS	3.150%	-10.950	1.58
DAMAGE	1.030%	-7.160	1.03
OCHRATOXIN	0.00%	0.00	0.00
CSC	0.00%	0.00	0.00
			0.00
			0.00
			0.00

Licensed Weigher/Grader 

Ownership	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	695.00	-24.02	670.98			

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

Ryan S.
 1217

Ryan S.

Exhibit B

1217 Load

CR001001795 Unload

J & J HARVESTING & TRUCKING INC. 1217
PO Box 298, Leeds, ND 58346
Phone 701-739-2468

From Shipper name and address Ryan S. / 1217	Date 10-15-18	
To: Receiver name and address Midwest Grain Trading	Load #	
Commodity	Previous cargo	
	Weight 11573 lb	Rate 30
Driver Name (print) Willie	Driver Signature Willie	
Trailer # 318	Trailer # 318	

Exhibit B

Dakota Dry Bean, Inc.

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

Number: CRA001001825

Date: 10/18/2018

Printed: 10/18/2018 1:29:46 PM

INBOUND - Yellow Pea

Crary 401

Account of: Midwest Grain Trading

PO Box 183
Leeds ND 58346

Weights (lb)

Gross: 81,080 CRARY 10/18/2018 1:19:43 PM
Tare: 32,000 CRARY 10/18/2018 1:29:37 PM
Net: 49,080

490.80 Cwt.

Driver On Scale: No WILLIE MEARS 6 Axle
Vehicle: 21243P ND T-13897 ND
Grade Cert: Dean Wangler
Weight Cert: Dean Wangler
Bill of Lading

Factor Grade Qty Adj Disc %

FM	0.380%	-1.870	0.38
MOIST.	12.900%	0.00	0.00
SPLITS	0.680%	-1.670	0.34
DAMAGE	0.560%	-2.750	0.56
OCHRATOXIN	0.00%	0.00	0.00
CSC	0.00%	0.00	0.00

Licensed Weigher/Grader 

Ownership

	%	Gross	Shrink	Net	Contract #	Price	Open
Midwest Grain Trading	100.00%	490.80	-6.29	484.51			

NO WAREHOUSE SCALE TICKET

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

Ryan S. 1218