

**Crockford, Konrad S.**

---

**From:** efilngmail@tylerhost.net  
**Sent:** Wednesday, March 13, 2019 16:43  
**To:** Tiffany Knopik  
**Subject:** Notification of Service for Case: 35-2018-CV-00088, Public Service Commission vs. Hunter Hanson d/b/a NoDak Grain, et al. for filing Exhibit, Envelope Number: 3341764



**North Dakota  
Court System**

## Notification of Service

Case Number: 35-2018-CV-00088  
Envelope Number: 3341764  
Case Style: Public Service Commission vs. Hunter Hanson d/b/a NoDak Grain, et al.

This is a notification of service for the filing listed. Please click the link below to retrieve the submitted document.

Document Details	
<b>Served Document</b>	<a href="#">Download Document</a>
Filing Details	
<b>Case Number</b>	35-2018-CV-00088
<b>Case Style</b>	Public Service Commission vs. Hunter Hanson d/b/a NoDak Grain, et al.
<b>Date/Time Submitted</b>	3/13/2019 4:36 PM CST
<b>Filing Type</b>	Exhibit
<b>Filing Description</b>	Exhibit B-Receipts and Other Evidence
<b>Filed By</b>	RAQUEL LINDSETH
<b>Service Contacts</b>	Public Service Commission:  Illona Jeffcoat-Sacco (ijs@nd.gov)  April Heinz (aheinz@smithporsborg.com)  Anna Heinen (aheinen@smithporsborg.com)  John Hamre (jghamre@nd.gov)  Tiffany Knopik (tknopik@smithporsborg.com)  Mitchell Armstrong (marmstrong@smithporsborg.com)

	Murray Pfau:
	Erich Grant (egrant@mcgeelaw.com)

This link is active for 30 days. If the link above is not accessible, copy this URL into your browser's address bar to view the document:
<a href="https://northdakota.tylerhost.net/ViewServiceDocuments.aspx?ADMIN=0&amp;SID=943f6e2a-9f2b-4765-8654-3cc21e0dc7d1">https://northdakota.tylerhost.net/ViewServiceDocuments.aspx?ADMIN=0&amp;SID=943f6e2a-9f2b-4765-8654-3cc21e0dc7d1</a>

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

**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  
ryansplitzer@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 Dave S (Seller's Name)  
of 700 W. 1st St. S. W. 58105 (Seller's Address, City, State & Zip)  
on 1-5-18 (Date) has sold and agreed to deliver to the Buyer Victor Lundeon Co. (Company Name)  
at 518 5th St. S. W. 58101 (Buyer's Address, City, State & Zip)  
a net quantity of 8000 (bu./ cwt.) of U.S. #2 (Grade and Kind) of corn (Commodity) at 15 1/2 (% Moisture) 15 1/2 (% Protein) (Circle One)  
at 518 5th St. S. W. (Delivery Location) for delivery 1-5-18 - 1-5-18 (Specify Time Period for Delivery)  
at the purchase price of \$ 1.12 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:

BUYER:

[Signature]  
(Authorized Signature(s))

[Signature]  
(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. \_\_\_\_\_ of \_\_\_\_\_ at \_\_\_\_\_ (% Moisture)  
(Circle One) (Grade and Kind) (Commodity) (Circle One)  
at \_\_\_\_\_ (Delivery Location) for delivery \_\_\_\_\_ (Specify Time Period for Delivery)  
at the purchase price of \$ \_\_\_\_\_ per (bu) / cwt. under the following terms and conditions: 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

<b>BILL TO</b>
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 (CRA001001773) 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 (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 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**

**Crary**

**401**

**Account of: Midwest Grain Trading**

PO Box 183  
Leeds ND 58346

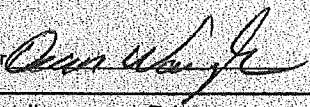
Weights (lb)				
Gross:	95,960	CRARY	10/9/2018	1:43:00 PM
Tare:	30,620	CRARY	10/9/2018	1:55:55 PM
Net:	65,340			

**653.40 Cwt.**

Driver On Scale:	No	JODY MCGARVEY	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	0.780%	-5.100	0.78
MOIST.	13.50%	0.00	0.00
SPLITS	1.710%	-5.580	0.86
DAMAGE	0.690%	-4.510	0.69
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%	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 chick seed coats 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 58346  
Phone 701-739-2468

Date: 10/1/10	
Load #: Turn load #1	
Previous cargo: Pus	
Commodity	Weight lbs.
Pus	<del>61,000</del> Estimated 61,000 65340 unloaded weight 1089 Bu
Rate	.30
Driver Name (print): Jody McBarney	Driver Signature: <i>Jody McBarney</i>
Truck #: 314 (3891P No)	Trailer #: 2012 (7165746) #326.70

**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	0.94
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 701-739-2468

From: Shipper name and address Midwest Grain Trading		Date: 10-9-18	
To: Receiver name and address Cokela Dry Peas		Load #: Farm load #2 Ryan Spiker Self Load	
Commodity Peas		Previous cargo: Peas	
		Weight lbs. 61,000 Estimate 106.704	Rate 1.30
Driver Name (print): Jody McBarney		Driver Signature: <i>Jody McBarney</i>	
Truck #: 314		Trailer #: 2012	

~~106.704~~ + 305.61

Unloaded @ Crookston Beam **Exhibit B**

Weight recorded in Crookston

Ryan S.

**J & J HARVESTING & TRUCKING INC.**

1213

PO Box 286, Leeds, ND 58346  
Phone 701-739-2468

From: Shipper name and address

Crookston MN

Date:

Load #:

Ryan Spitzer  
FARM

To: Receiver name and address

84020  
31460  
E76  
52,560

Previous cargo:

Commodity	Per	Weight lbs	Rate
Beans		876 BU	.57

Driver Name (print):

Willie

Driver Signature:

Willie

Truck #:

318

Trailer #:

2012

\$499.32

## 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	1,048	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 (84915) 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
<b>Total</b>			<b>6,026.94</b>

Ryan S.

**Exhibit B**

Unloaded @ Crookston Dry Bean  
weighed @ crookston

**J & J HARVESTING & TRUCKING INC.** 1242  
PO Box 286, Leeds, ND 58346  
Phone 701-739-2468

From: Shipper name and address Midwest Grain Trading		Date: 10-16-18
To: Receiver name and address Crookston Bean		Load #: Spitzer Farms
Commodity Peanuts		Previous cargo: Peanuts
	Weight lbs. 92940 30180 <hr/> 62760 1046 Bu.	Rate
Driver Name (print): Jody McCarney	Driver Signature: 	
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 701-739-2468

Date:		
10-17-18		
From: Shipper name and address	Load #:	
Midwest Grain Trading	Ryan Spitzer FARM	
To: Receiver name and address	Previous cargo:	
Crookston Bean	Peas	
Commodity	Weight lbs.	Rate
Peas	89,200 30,640	
Driver Name (print):	Driver Signature:	
Judy McHenry	[Signature]	
Truck #:	Trailer #:	
316	2018	

Exhibit B

Ryan S.

Unloaded @ Crookston Dry Bean  
Weight Recorded in Crookston

J & J HARVESTING & TRUCKING INC. 1241

PO Box 286, Leeds, ND 58346  
Phone 701-739-2468

From: Shipper name and address

Midwest Grain Trading

Date:

10-17-18

Load #:

Ryan Spitzer FARM

To: Receiver name and address

Crookston Bean

Previous cargo:

Peas

Commodity

Weight  
lbs

Rate

Peas

92240  
30640

126600  
10267 Bu

Driver Name (print):

Josh McBarney

Driver Signature:

*[Signature]*

Truck #:

316

Trailer #:

Exhibit B

Ryan S.

1216 Load  
513 Unload

1216

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

Date: 10-15-18

Load #: Ryan Spitzer

From: Shipper name and address  
Midwest Bio Products

To: Receiver name and address  
Crabtree M

Previous cargo:

Commodity	Weight lbs.	Rate
Peas	88520	
	31620	
	36900	
	157040	

Driver Name (print): [Signature]

Trailer #: 217

Item 7 from Exhibit A-Summarizing Spreadsheet

Exhibit B

Ryan S.  
1216

CERTIFICATE OF WEIGHT  
**CROOKSTON BEAN INC.**  
1600 S. Main St.  
Crookston, MN 56716-0053

DRIVER:  ON  OFF

1st Wt. 80520  
2nd Wt. 31620

56900  
94733

11-18-18

NAME: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

LOAD OF Peas  
FROM \_\_\_\_\_  
TO 1200  
FEES \$ \_\_\_\_\_

513

AGENT or MANAGER  
242,653 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1-800-346-4870

Item 7 from Exhibit A-Summarizing Spreadsheet

**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

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

CRA001001795 unload

**J & J HARVESTING & TRUCKING INC.** 1217  
PO Box 286, Leeds, ND 58346  
Phone 701-739-2468

From: Shipper name and address Ryan Sitzer		Date: 10-15-18
To: Receiver name and address Midwest Grain Trading		Load #:
Commodity Hay		Previous cargo:
	Weight lbs. 11583.36	Rate .30
Driver Name (print): Will	Driver Signature: Will	
Truck #: 316	Trailer #: 2012	

**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

Leads 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%	-1.670	0.38
MOIST	12.90%	0.00	0.00
SPLITS	0.680%	-1.670	0.34
DAMAGE	0.580%	-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			

**ND WAREHOUSE SCALE TICKET**

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

Ryan S. 1218