



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



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

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

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

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

FOR COMMISSION USE ONLY	
PSC Case Number:	
Civil Number:	

CLAIMANT INFORMATION		
Claimant Name (as used on income tax return) <i>Lynden A SKAARE</i>	Telephone Number <i>701-528-3812</i>	
Mailing Address <i>7439 123rd Ave NW</i>	Email Address <i>lskaare@allray.com</i>	
City <i>Alamo</i>	State <i>ND</i>	ZIP Code <i>58830</i>

CLAIM AGAINST		
Name of Grain Warehouse or Grain Buyer <i>MIDWEST GRAIN - NODAK GRAIN</i>	Telephone Number	
Address <i>East Central Grain MARKETING</i>	Email Address	
City	State	ZIP Code

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
11/6/18	Yellow Peas	\$ 6.90	1188 Bu. / CWT	\$ 8197.20
11/7/18	" "	\$ 6.90	1174.66 Bu. / CWT	\$ 8105.15
11/8/18	" "	\$ 6.90	1238.33 Bu. / CWT	\$ 8544.47
11/9/18	" "	\$ 6.90	1226.33 Bu. / CWT	\$ 8461.67
Total Amount of Claim			Bu. / CWT	\$ 33,308 ⁴⁹

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.

GRAIN CONTRACT # 21278
EAST CENTRAL GRAIN MARKETING INC

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

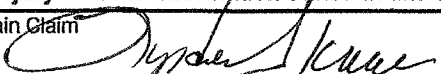
Claim Documents Previously Submitted

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 	Date 3/26/19
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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
10/31/18	Yellow Peas	\$ 6.90	1200.66 Bu. / CWT	\$ 8,284.55
11/1/18	" "	\$ 6.90	1198 Bu. / CWT	\$ 8,266.20
11/2/18	" "	\$ 6.90	1191 Bu. / CWT	\$ 8,217.90
		\$	Bu. / CWT	
Total Amount of Claim			Bu. / CWT	\$ 24,768.65

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.

GRAIN CONTRACT # 21278
 EAST CENTRAL GRAIN MARKETING INC

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 *MATCHED*
- 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>Dana Weaver</i>	Date 3/26/19
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Trade Confirmation #21278

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

Contract Date: 5/14/18

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

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

Quantity: 60,000 bu

Commodity: #2 Yellow Peas

Shipment: Aug 1, 2018 - Sep 30, 2018

Origin: 7439 123rd Ave NW
Alamo, ND 58830

Weights: Destination

Grades: Destination

Price Basis: Origin

Price Paid To Seller: \$6.90 bu (Contract Price)

Brokerage to ECGM Inc.: \$0.10 bu

Seller's Net: \$6.90 bu - \$0.10 bu ECGM Inc. = \$6.80 bu

Governing Contract: National Feed and Grain Association

Payment: Per Agreement

Discount Schedule: Destination

Note: No GMO, AOG 1500 Acres at 40 bu/acre, MOISTURE: 13.5%, 2%
Shrink each point 13.6-16.0, 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: 6LDC1

GRAIN PURCHASE CONTRACT

187278

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 (Delivery Location) for delivery (Specify Time Period for Delivery) at the purchase price of \$ (per bu. / cwt.) under the following terms and conditions:

TERMS AND CONDITIONS

Grade and Quality Specifications: The quality of grain delivered under this contract shall be determined at the place and time of delivery. Buyer's weights and grades to govern. All deliveries made under this contract shall be of the grade and quality specified herein.

Merchantable Quality: All grain delivered under this contract shall be of merchantable quality, unadulterated, and unrestricted from movement in interstate commerce within the meaning of the federal Food, Drug and Cosmetics Act, Environmental Protection Agency tolerances, the U.S. Grain Standards Act and applicable state law.

Liens: Seller hereby warrants to Buyer that all grain delivered hereunder is now and will remain up to and including the time of delivery, free of all liens, encumbrances or security interests of any kind except as follows:

Premiums and Discounts to Apply: If the Buyer elects to accept such discounts, they will apply, unless otherwise specified.

Settlement for Underdeliveries: If the Seller is not able to complete delivery, the Seller's default is determined, and the Seller shall be liable for delivery; or b) after having given notice in writing to the Buyer, the Seller shall be liable for the default.

Settlement for under-delivery or non-delivery shall be based on the market price at the time of delivery or the contract price, whichever is higher.

Buyer's Right to Delay Delivery: The Buyer may delay the time for accepting delivery and making payment under this contract if such delay is caused by strikes, riots, insurrection, freight embargoes or other causes beyond the control of the Buyer.

Arbitration: Buyer and Seller agree that any dispute arising out of or in connection with this contract shall be subject to the arbitration rules of the International Chamber of Commerce and that judgement may be entered on the arbitration award in any court of competent jurisdiction.

Binding Effect: This contract, and any amendments thereto agreed to mutually by the Seller and Buyer, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors of the respective parties.

Final and Complete Agreement: This contract shall represent the final, complete and exclusive statement of agreement between the parties and may not be modified, supplemented or waived, except in writing signed by both parties.

In witness whereof, the parties have signed this contract this 3 day of JUNE (month), 2018 (year).

SELLER: (Authorized Signature(s)) BUYER: (Authorized Signature(s))

DURUM CONTRACT COPY

and quality shall be at the option of the Buyer. If the Buyer elects to accept such discounts, they will apply, unless otherwise specified.

Settlement for Underdeliveries: If the Seller finds he will be unable to complete delivery, he shall advise the Buyer at once. The Buyer, when notified in writing by the Seller upon an extension of the time for delivery, the exercise of due diligence, will buy-in for the replacement cost based on the close of the market price on delivery date and the contract price, whichever is higher.

Settlement for under-delivery or non-delivery shall be based on the market price at the time of delivery or the contract price, whichever is higher.

Buyer's Right to Delay Delivery: The Buyer may delay the time for accepting delivery and making payment under this contract if such delay is caused by strikes, riots, insurrection, freight embargoes or other causes beyond the control of the Buyer.

Arbitration: Buyer and Seller agree that any dispute arising out of or in connection with this contract shall be subject to the arbitration rules of the International Chamber of Commerce and that judgement may be entered on the arbitration award in any court of competent jurisdiction.