

BRAATEN
Law Firm



March 26, 2019

Public Service Commission
600 East Boulevard Avenue, Department 408
Bismarck, ND 58505-0480

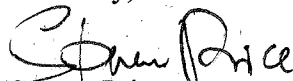
Re: Harstad Grain Claim Form

Dear Public Service Commission:

Enclosed is a Grain Claim Form for Roger Harstad with attachments.

If you have any questions, please do not hesitate to contact Attorney David Keagle at the number at the bottom of the page.

Sincerely,


Steven Price
Legal Assistant

Enclosures

186 GE-18-395 Filed 03/27/2019 Pages: 46
Roger Harstad Supplement to Claim (redacted)
Braaten Law Firm



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		
Roger Harstad		(701) 629-1001
5580 78th Ave. NW		rharstad@live.com
Palermo	ND	58769

CLAIM AGAINST		
Midwest Grain Trading		(701) 381-1022
P.O. Box 746		midwestgraintrading@gmail.com
Devils Lake	ND	58301

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

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

CLAIM SUMMARY				
Use one line per commodity. Attach additional pages if necessary.				
Date	Type of Grain	Price per Bushel/CWT	Net Bushel/CWT indicate Bu. or CWT below	Amount Owed
		\$	Bu. / CWT	\$
	*** **	\$	Bu. / CWT	\$
	*** ** SEE ATTACHMENTS D AND E (ASSEMBLY SHEETS)	\$	Bu. / CWT	\$
	*** **	\$	Bu. / CWT	\$
Total Amount of Claim			Bu. / CWT	111,888.25

On May 29, 2018, I entered into a contract with Midwest Grain Trading to provide 10,000 bushels of Spring Wheat "at Location" (my field) for delivery on August 1, 2018 and September 30, 2018 through a broker named Dan with East Central Grain. I've attached a copy of the agreement as Attachment A. My grain was taken by Midwest Grain and marketed at ADM-Hensler. I've attached bills of lading as Attachment B. I've attached the scale tickets as Attachment C. Midwest Grain sent me assembly sheets (labeled as estimates) on August 16, 2018 totaling \$43, 592.43, and another on September 24, 2018 for \$68, 295.82. I've attached them as Attachments D and E. I received a check from Midwest Grain on October 24, 2018 for \$111.888.25. I've attached it as Attachment F. I attempted to deposit it on November 18, but it was returned NSF.

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>Roger Howland by David C. Keagle</i>	Date 21 March 2019
---	-----------------------

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
		\$	Bu. / CWT	\$
	*** **	\$	Bu. / CWT	\$
	*** ** SEE ATTACHMENTS D AND E (ASSEMBLY SHEETS)	\$	Bu. / CWT	\$
	*** **	\$	Bu. / CWT	\$
Total Amount of Claim			Bu. / CWT	111,888.25

On May 29, 2018, I entered into a contract with Midwest Grain Trading to provide 10,000 bushels of Spring Wheat "at Location" (my field) for delivery on August 1, 2018 and September 30, 2018 through a broker named Dan with East Central Grain. I've attached a copy of the agreement as Attachment A. My grain was taken by Midwest Grain and marketed at ADM-Hensler. I've attached bills of lading as Attachment B. I've attached the scale tickets as Attachment C. Midwest Grain sent me assembly sheets (labeled as estimates) on August 16, 2018 totaling \$43,592.43, and another on September 24, 2018 for \$68,295.82. I've attached them as Attachments D and E. I received a check from Midwest Grain on October 24, 2018 for \$111,888.25. I've attached it as Attachment F. I attempted to deposit it on November 18, but it was returned NSF.

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>Roger Harst</i>	Date 3-22-2019
--	-------------------

GRAIN PURCHASE CONTRACT

187275

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 10,000 (bu. / cwt.) of U.S. _____ of S Wht at 14 _____ (% Moisture)
 (Circle One) (Grade and Kind) (Commodity) (Circle One) (% Protein)
 at _____ (Delivery Location) for delivery _____ (Specify Time Period for Delivery)
 at the purchase price of \$ _____ per (bu. / cwt.) under the following terms and conditions:

TERMS AND CONDITIONS

Grade and Quality Specifications: The quality of grain delivered under this contract shall be determined at the place and time of delivery. Buyer's weights and grades to govern. All deliveries made under this contract shall be of the grade and quality specified herein. Buyer reserves the right to reject individual shipments not complying with this provision. Refusal by the Buyer to accept delivery of grain for this reason shall not release the Seller from this contract.

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

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

Premiums and Discounts to Apply: Acceptance of deliveries not meeting the contract grade and quality shall be at the option of the Buyer. If the Buyer elects to accept such deliveries not meeting the contract grade and quality, market scale discounts and premiums at time of delivery will apply, unless otherwise specified hereafter. The following premiums and discounts will apply to grain delivered pursuant to this contract:

14% protein base + .10 1/5 up to 16. - .05 1/5 down to 12.5%

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:

 Attachment A
 (Authorized Signature(s))

STRAIGHT BILL OF LADING - ORIGINAL - NOT NEGOTIABLE

Shipper's No. _____

Carrier _____ SCAC _____ Carrier's No. L4-L15

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and all applicable state and federal regulations.
 at Roger Harsted date 8-23-18 from Stanley ND

The Property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to delivery of said destination, if on its route, or otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said Property over all or any portion of said route to destination and as to each party at any time interested in all or any of said Property that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to Midwest Grain
 Destination Harsted State ND County _____ Zip _____ Delivery Address _____
 Route _____

Delivering Carrier Leer Vehicle Number L4-L15

Number of Packages	Description of Articles	Weight (sub. to correction)	Class or Rate	Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
<u>1 LT</u>	<u>wheat</u>			(Signature of Consignor)
				FREIGHT CHARGES: Prepaid <input type="checkbox"/> Collect <input type="checkbox"/>
				COD AMT: \$ _____
				TOTAL CHARGES: \$ _____
Collect On Delivery and remit to \$ _____		COD FEE: \$ _____	Prepaid <input type="checkbox"/> Collect <input type="checkbox"/>	\$ _____

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____ per _____

NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).

Shipper: _____ Carrier: Leer Trucking

Per: _____ Date: _____ Per: [Signature] Date: 8-23-18

THIS MEMORANDUM is an acknowledgement that a bill of lading has been issued and is not the Original Bill of Lading, not a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No. _____

Carrier LTC SCAC _____ Carrier's No. 14-115
 RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and all applicable state and federal regulations.

at Staples ND date 5-27-18 from Roger Hunsler
 the Property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to delivery at said destination, if on its route, or otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said Property over all or any portion of said route to destination and as to each party at any time interested in all or any of said Property that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to _____

Destination Midwest Grain State ND County _____ Zip _____ Delivery Address _____
Hunsler
 Route _____

Delivering Carrier _____ Vehicle Number _____

Number of Packages	Description of Articles	Weight (sub. to correction)	Class or Rate	Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
1	wheat			(Signature of Consignor)
				FREIGHT CHARGES: Prepaid <input type="checkbox"/> Collect <input type="checkbox"/>
				COD AMT: \$ _____
				TOTAL CHARGES: \$ _____
Collect On Delivery \$ _____	and remit to _____	COD FEE: \$ _____	Prepaid <input type="checkbox"/> Collect <input type="checkbox"/>	\$ _____

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____ per _____

NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).

Shipper: _____ Carrier: LTC Trucking

Per: _____ Date: _____ Per: [Signature] Date: 5-27-18

9 (Rev. 3/17)

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3

Attachment B

STRAIGHT BILL OF LADING - ORIGINAL - NOT NEGOTIABLE

Shipper's No. _____

Carrier L-err SCAC _____ Carrier's No. _____

RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and all applicable state and federal regulations.

at Stanley MD date 8-24-18 from Roger Harstad

The Property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to delivery at said destination, if on its route, or otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said Property over all or any portion of said route to destination and as to each party at any time interested in all or any of said Property that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on the back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to Midwest Grain

Destination Hensler State MD County _____ Zip _____ Delivery Address _____

Route _____

Delivering Carrier L-err Vehicle Number L4-L15

Number of Packages	Description of Articles	Weight (sub. to correction)	Class or Rate	Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
<u>1-T-L</u>	<u>wheat</u>			
				FREIGHT CHARGES: Prepaid <input type="checkbox"/> Collect <input type="checkbox"/>
				COD AMT: \$ _____
				TOTAL CHARGES: \$ _____

Collect On Delivery and remit to \$ _____ COD FEE: \$ _____ Prepaid Collect

NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \$ _____ per

NOTE: Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. 14706(c)(1)(A) and (B).

Shipper: _____ Carrier: L-err

Per: _____ Date: _____ Per: [Signature] Date: 8-24-18


C
A
R
R
I
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R
Leer Trucking
4181 77th st. NE
Wolford, ND 58385

DATE 9-4-18 SHIPPERS NO. L4-L15

SHIPPER <u>Roger Harstad</u>		CONSIGNEE <u>Midwest Grain</u>	
ORIGIN: <u>Stanley ND</u>		DESTINATION: <u>Harstad ND</u>	

QUANTITY	DESCRIPTION	WEIGHT	RATE	PREPAID	COLLECT
<u>1-T- L</u>	<u>Wheat</u>				

RECEIVED IN GOOD CONDITION EXCEPT AS NOTED	C.O.D. AMOUNT \$
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<input checked="" type="checkbox"/> COMMENTS	DATE <u>9/4/18</u>	SHIPPER'S SIGNATURE SUBJECT TO SECTION 7 OF B-L	DRIVER'S SIGNATURE 
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COMBINED STRAIGHT BILL OF LADING AND/OR FREIGHT BILL RECEIVED, subject to the classification and tariffs in effect on the date of the issue of this Bill of Lading.

P.U.C. & I.C.C. REGULATIONS REQUIRE PAYMENT WITHIN SEVEN (7) DAYS

Printed in USA by www.primisales.com • 800-370-5591


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Leer.Trucking
4181 77th st. NE
Wolford, ND 58385

DATE **9-4-18** SHIPPERS NO. **LH - L15**

SHIPPER Roger Harstad	CONSIGNEE Midwest Grain
ORIGIN: Stanley ND	DESTINATION: Hensler ND

QUANTITY	DESCRIPTION	WEIGHT	RATE	PREPAID	COLLECT
1-T L	wheat				

RECEIVED IN GOOD CONDITION EXCEPT AS NOTED	C.O.D. AMOUNT \$				
--	-------------------------	--	--	--	--

COMMENTS	DATE	SHIPPERS SIGNATURE SUBJECT TO SECTION 7 OF B-L	DRIVERS SIGNATURE
	1 / 20		

COMBINED STRAIGHT BILL OF LADING AND/OR FREIGHT BILL RECEIVED, subject to the classification and tariffs in effect on the date of the issue of this Bill of Lading.

P.U.C. & I.C.C. REGULATIONS REQUIRE PAYMENT WITHIN SEVEN (7) DAYS

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C
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Leer Trucking
4181 77th st. NE
Wolford, ND 58385

DATE 9-4-18 SHIPPERS NO. L4 - L15

SHIPPER <p style="font-size: 1.2em; text-align: center;"><i>Roger Hanstad</i></p>	CONSIGNEE <p style="font-size: 1.2em; text-align: center;"><i>Midwest Grain</i></p>
ORIGIN: <u>Stanley ND</u>	DESTINATION: <u>Henster ND</u>

QUANTITY	DESCRIPTION	WEIGHT	RATE	PREPAID	COLLECT
<p style="font-size: 1.2em;"><i>1-T- L</i></p>	<p style="font-size: 1.2em;"><i>wheat</i></p>				

RECEIVED IN GOOD CONDITION EXCEPT AS NOTED	C.O.D. AMOUNT \$
--	------------------

<input checked="" type="checkbox"/> COMMENTS	DATE <p style="font-size: 1.2em;"><i>9/4/2018</i></p>	SHIPPERS SIGNATURE SUBJECT TO SECTION 7 OF B-L 	DRIVERS SIGNATURE
--	--	--	-----------------------

COMBINED STRAIGHT BILL OF LADING AND/OR FREIGHT BILL RECEIVED, subject to the classification and tariffs in effect on the date of the issue of this Bill of Lading.

P.U.C. & I.C.C. REGULATIONS REQUIRE PAYMENT WITHIN SEVEN (7) DAYS

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C
A
R Leer Trucking
R 4181 77th st. NE
I Welford, ND 58385
E
R

DATE 7-5-18 SHIPPERS NO. L4 - L15

SHIPPER <u>Roger Harstad</u>	CONSIGNEE <u>Midwest Grain</u>
ORIGIN: <u>Stanley ND</u>	DESTINATION: <u>Harstad ND</u>

QUANTITY	DESCRIPTION	WEIGHT	RATE	PREPAID	COLLECT
<u>1-T. L</u>	<u>wheat</u>				

RECEIVED IN GOOD CONDITION EXCEPT AS NOTED	C.O.D. AMOUNT \$
--	------------------

COMMENTS X	DATE <u>7/5/20</u>	SHIPPERS SIGNATURE SUBJECT TO SECTION 7 OF B-L	DRIVERS SIGNATURE 
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COMBINED STRAIGHT BILL OF LADING AND/OR FREIGHT BILL RECEIVED, subject to the classification and tariffs in effect on the date of the issue of this Bill of Lading.

P.U.C. & I.C.C. REGULATIONS REQUIRE PAYMENT WITHIN SEVEN (7) DAYS

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C A R R I E R
Leer Trucking
 4181 77th st. NE
 Wolford, ND 58385

DATE 9-6-18 SHIPPERS NO. L4 L19

SHIPPER <p style="font-size: 1.2em; margin-left: 20px;"><i>Roger Harstad</i></p>	CONSIGNEE <p style="font-size: 1.2em; margin-left: 20px;"><i>Midwest Grain</i></p>
ORIGIN: <u>Stanley ND</u>	DESTINATION: <u>Hensler ND</u>

QUANTITY	DESCRIPTION	WEIGHT	RATE	PREPAID	COLLECT
<p style="font-size: 1.5em; margin-left: 10px;"><i>1-T- L</i></p>	<p style="font-size: 1.5em; margin-left: 20px;"><i>wheat</i></p>				

RECEIVED IN GOOD CONDITION EXCEPT AS NOTED	C.O.D. AMOUNT \$
--	------------------

COMMENTS	DATE	SHIPPER'S SIGNATURE SUBJECT TO SECTION 7 OF B-L	DRIVER'S SIGNATURE
	<u> </u> / <u> </u> / <u>20</u>	<i>[Signature]</i>	<i>[Signature]</i>

COMBINED STRAIGHT BILL OF LADING AND/OR FREIGHT BILL RECEIVED, subject to the classification and tariffs in effect on the date of the issue of this Bill of Lading.

P.U.C. & I.C.C. REGULATIONS REQUIRE PAYMENT WITHIN SEVEN (7) DAYS

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C Leer Trucking
A 4181 77th st. NE
R Wolford, ND 58385
I
E
R

DATE 9-13-18 SHIPPERS NO. L4 L15

SHIPPER <i>Roger Harsted</i>	CONSIGNEE <i>Midwest Grain</i>
ORIGIN: <i>Stanley ND</i>	DESTINATION: <i>Henster ND</i>

QUANTITY	DESCRIPTION	WEIGHT	RATE	PREPAID	COLLECT
<i>1-T. L</i>	<i>wheat</i>				

RECEIVED IN GOOD CONDITION EXCEPT AS NOTED	C.O.D. AMOUNT \$
--	------------------

COMMENTS	DATE <i>1/20</i>	SHIPPERS SIGNATURE SUBJECT TO SECTION 7 OF B-L	DRIVERS SIGNATURE <i>[Signature]</i>
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COMBINED STRAIGHT BILL OF LADING AND/OR FREIGHT BILL RECEIVED, subject to the classification and tariffs in effect on the date of the issue of this Bill of Lading.

P.U.C. & I.C.C. REGULATIONS REQUIRE PAYMENT WITHIN SEVEN (7) DAYS

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Leer Trucking
 4181 77th st. NE
 Wölford, ND 58385

DATE 7-13-18 SHIPPERS NO. L4 L15

SHIPPER <i>Roger Harstad</i>	CONSIGNEE <i>Midwest Grain</i>
ORIGIN: <i>Stanley ND</i>	DESTINATION: <i>Hensler ND</i>

QUANTITY	DESCRIPTION	WEIGHT	RATE	PREPAID	COLLECT
<i>1-T- L</i>	<i>wheat</i>				

RECEIVED IN GOOD CONDITION EXCEPT AS NOTED		C.O.D. AMOUNT \$	
COMMENTS	DATE	SHIPPER'S SIGNATURE SUBJECT TO SECTION 7 OF B-L	DRIVER'S SIGNATURE
	<i>1/20</i>		<i>[Signature]</i>

COMBINED STRAIGHT BILL OF LADING AND/OR FREIGHT BILL RECEIVED, subject to the classification and tariffs in effect on the date of the issue of this Bill of Lading.

P.U.C. & I.C.C. REGULATIONS REQUIRE PAYMENT WITHIN SEVEN (7) DAYS

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Leeer Trucking
 4181 77th st. NE
 Wolford, ND 58385

DATE 9-14-18 SHIPPERS NO. L4 L15

SHIPPER <u>Roger Herstad</u>	CONSIGNEE <u>Midwest Grain</u>
ORIGIN: <u>Stanley ND</u>	DESTINATION: <u>Herstad ND</u>

QUANTITY	DESCRIPTION	WEIGHT	RATE	PREPAID	COLLECT
<u>1-T- L</u>	<u>wheat</u>				

RECEIVED IN GOOD CONDITION EXCEPT AS NOTED	C.O.D. AMOUNT \$
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COMMENTS	DATE <u> / / 20</u>	SHIPPERS SIGNATURE SUBJECT TO SECTION 7 OF B-1	DRIVERS SIGNATURE 
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COMBINED STRAIGHT BILL OF LADING AND/OR FREIGHT BILL RECEIVED, subject to the classification and tariffs in effect on the date of the issue of this Bill of Lading.

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CARRIER
Leer Trucking
 4181 77th st. NE
 Wolford, ND 58385

DATE 9-17-18 SHIPPERS NO. LH - LIS

SHIPPER <p style="font-size: 1.2em; font-family: cursive;">Roger Harstad</p>	CONSIGNEE <p style="font-size: 1.2em; font-family: cursive;">Midwest Grain</p>
ORIGIN: <u>Stanley ND</u>	DESTINATION: <u>Henster ND</u>

QUANTITY	DESCRIPTION	WEIGHT	RATE	PREPAID	COLLECT
1.7 L	wheat				

RECEIVED IN GOOD CONDITION EXCEPT AS NOTED	C.O.D. AMOUNT \$
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COMMENTS	DATE	SHIPPERS SIGNATURE SUBJECT TO SECTION 7 OF B-L	DRIVERS SIGNATURE
	1/20		

COMBINED STRAIGHT BILL OF LADING AND/OR FREIGHT BILL RECEIVED, subject to the classification and tariffs in effect on the date of the issue of this Bill of Lading.

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C
A
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R
Leer Trucking
431 77th st. NE
Wolford, ND 58385

DATE 9-18-18 SHIPPERS NO. L4 - L15

SHIPPER <u>Roger Harstad</u>	CONSIGNEE <u>Midwest Grain</u>
ORIGIN: <u>Stanley ND</u>	DESTINATION: <u>Harster ND</u>

QUANTITY	DESCRIPTION	WEIGHT	RATE	PREPAID	COLLECT
<u>1-T- L</u>	<u>wheat</u>				
RECEIVED IN GOOD CONDITION EXCEPT AS NOTED		C.O.D. AMOUNT \$			

COMMENTS X	DATE <u>1/20</u>	SHIPPER'S SIGNATURE SUBJECT TO SECTION 7 OF B-L	DRIVERS SIGNATURE 
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ADM BENSON QUINN (HENSLER)

INBOUND TICKET # 01' 888
DATE: 08/08/18
SPRING WHEAT
CUST. ID# 430254 0

CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN I
Hold Not Applied

Gross LBS.	99120	13:18
Tare LBS.	32100	13:35
Net LBS.	67020	
Gross BU	1117.00	
Net BU	1104.75	

MOIST 13.90
DOCKA 0.50
TEST 62.90
PROTE 14.70

VEHICLE 8035P
BOI #:

YOUR BUSINESS IS APPRECIATED

Attachment C

ADM BENSON QUINN (CHENIER)

INBOUND TICKET # 0152818
DATE: 08/07/18
SPRING WHEAT
CUST ID# 430254 000

CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

Gross LBS.	99060	14:07
Net LBS.	31780	14:18
Net LBS.	67280	
Gross BU	1121.33	
Net BU	1111.81	

MOIST 13.80
DOCKA 0.40
TEST 62.90
PROTE 14.80

VEHICLE 8035P
BOL #:

YOUR BUSINESS IS APPRECIATED

Attachment C

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0152842
DATE: 08/08/18
SPRING WHEAT
CUST. ID# 430254 000

CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

Gross LBS.	100680	08:02
Tare LBS.	32400	08:12
Net LBS.	68280	

Gross BU	1138.00
----------	---------

Net BU	1123.25
--------	---------

MOIST	13.90
DOCKA	0.70
TEST	62.60
PROTE	14.90

VEHICLE 8035P
BOL #:

YOUR BUSINESS IS APPRECIATED

Attachment C

ADM BENSON QUINN (HENSLER)

INBOUND TICKET # 0152772
DATE: 08/07/18
SPRING WHEAT
CUST. ID# 430254-000

CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN I
Hold-Not Applied

Gross LBS.	96540	08:24
Tare LBS.	31480	08:34
Net LBS.	65060	
Gross BU	1084.33	
Net BU	1079.99	

MOIST 13.00
DOCKA 0.40
TEST 63.30
PROTE 14.40

VEHICLE
BOL #

YOUR BUSINESS IS APPRECIATED

Attachment C

ADM BENSON QUINN (HENSLER)

INBOUND TICKET # 0154282 ✓
DATE: 08/24/18

SPRING WHEAT
CUST. ID# 430254-000

CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

Gross LBS. 98660 08:03

Tare LBS. 31840 08:21

Net LBS. 66820

Gross BU 1113.67

Net BU 1090.95

MOIST 14.40
DOCKA 0.70
TEST 63.70
PROTE 13.30

VEHICLE 8035P
BOL #:

YOUR BUSINESS IS APPRECIATED

Attachment C

ADM BENSON QUINN (HENSLER)

INBOUND TICKET # 0154259
DATE: 08/23/18

SPRING WHEAT
CUST. ID# 430254-000

CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN I
Hold Not Applied

Gross LBS. 99480 16:10
Tare LBS. 32100 16:26

Net LBS. 67380

Gross BU 1123.00

Net BU 1103.43

MOIST 14.20
DOCKA 0.70
HEAT 63.40
PROH 13.50

VEHICLE 8035P
BOI #

YOUR BUSINESS IS APPRECIATED

Attachment C

ADM BENSON QUINN (HENSLER)

INBOUND TICKET # 01543174
DATE: 08/24/18

SPRING WHEAT
CUST. ID# 430254-000

CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN T
Hold Not Applied

Gross WBS 100360 12:44

Net WBS 31520 12:55

Net LBS. 68840

Gross BU 1147.33

Net BU 1121.63

MOIST 14.60
DOCKA 0.60
TEST 63.50
PROTE 13.60

VEHICLE 8035P
BOL #:

YOUR BUSINESS IS APPRECIATED

Attachment C

ADM-BENSON QUINN (HENSLER)
INBOUND TICKET # 0155456
DATE: 09/18/18 SPRING WHEAT
CUST. ID# 430254 000
CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN 1
Hold Not Applied

Gross LBS	100660	08:15
Tare LBS.	32060	08:32
Net LBS.	68600	
Gross BU	1143.33	
Net BU	1136.47	

MOIST 12.90
DOCKA 0.60
TEST 64.00
PROTE 14.50

VEHICLE 8035P
BOI #:

YOUR BUSINESS IS APPRECIATED

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0155491

DATE: 09/18/18

SPRING WHEAT

CUST. ID# 430254-000

CUSTOMER: MIDWEST GRAIN TRADING
REGULAR

100.00% MIDWEST GRAIN T
Hold-Not Applied

Gross LBS.	99060	13:15
Lane LBS.	31760	13:25

Net LBS.	67300
----------	-------

Gross BU	1121.67
----------	---------

Net BU	1113.82
--------	---------

MOIST	13.20
DOCKA	0.70
TEST	64.10
PROTE	14.60

VEHICLE 8035P
BOT #.

Attachment C

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0155350
DATE: 09/14/18
CUST ID# 430254 000
SPRING WHEAT

CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN I
Hold-Not Applied

Gross LBS.	100420	13:52
Tare LBS.	32620	14:04
Net LBS.	67800	

Gross BU	1130.00
Net BU	1122.09

MOIST 13.50
DOCKA 0.70
TEST 63.50
PROTE 14.70

VEHICLE 8035P
BOL #:

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Attachment C

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0155310
DATE: 09/13/18

SPRING WHEAT
CUST. ID# 430254-000

CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN I
Hold Not Applied

Gross LBS.	99060	15:56
Tare LBS.	32180	16:05
Net LBS.	66880	

Gross BU	1114.67
----------	---------

Net BU	1104.66
--------	---------

MOIST	13.70
DOCKA	0.60
TEST	63.50
PROTE	14.70

VEHICLE 8035P
BOL #:

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Attachment C

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0155318
DATE: 09/14/18
SPRING WHEAT
CUST. ID# 430254-000

CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN 1
Hold Not Applied

Gross LBS.	99820	07:59
Tare LBS.	31840	08:24
Net LBS.	67980	

Gross Bu	1133.00
----------	---------

Net Bu	1120.00
--------	---------

MOIST	13.80
DOCKA	0.70
TEST	63.40
PROTE	14.70

ERGOT	0.02
-------	------

VEHICLE 8035P
BOL #:

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Attachment C

ADM BENSON QUINN (HENSLER)

INBOUND TICKET # 0154898
DATE 09/05/18

SPRING WHEAT
CUST. ID# 430254 000

CUSTOMER MIDWEST GRAIN TRADING
REGULAR

100.00% MIDWEST GRAIN T
Hold Not Applied

Gross LBS. 98020 08:00

Tare LBS. 32320 08:19

Net LBS. 65700

Gross BU 1095.00

Net BU 1085.16

MOIST 13.70

DOCKA 0.60

TEST 63.70

PROTE 13.80

VEHICLE 8035P

BOL #:

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ADM BENSON QUINN (HENSLER)

INBOUND TICKET # 0154894
DATE: 09/04/18
CUST. ID# 430254 000

SPRING WHEAT
CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN I
Hold-Not Applied

Gross LBS.	99780	16:22
Tare LBS.	31460	16:31
Net LBS.	68320	

Gross BU	1138.67
----------	---------

Net BU	1129.00
--------	---------

MOIST 13.60
DOCKA 0.70
TEST 63.30
PROTE 13.60

VEHICLE 8035P
BOL #:

YOUR BUSINESS IS APPRECIATED

Attachment C

ADM BENSON QUINN (HENSLER)

INBOUND TICKET # 0154931
DATE: 09/05/18
SPRING WHEAT
CUST. ID# 430254-000

CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN 1
Hold-Not Applied

Gross LBS.	97860	13:17
Tare LBS.	32040	13:27

Net LBS.	65820	

Gross BU	1097.00
----------	---------

Net BU	1090.42
--------	---------

MOIST	13.10
DOCKA	0.60
TEST	63.60
PROTE	13.90

VEHICLE 8035P
BOL #

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ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0154991
DATE: 09/06/18
CUST. ID# 430254-000

SPRING WHEAT
CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN T
Hold-Not Applied

Gross LBS	98700	13:54
Tare LBS	32080	14:20

Net LBS	66620
---------	-------

Gross BU	1110.33
----------	---------

Net BU	1101.45
--------	---------

MOIST 13.00
DOCKA 0.80
HST 63.30
PROTE 13.80

VEHICLE 8035P
BOL #:

YOUR BUSINESS IS APPRECIATED

Attachment C

ADM-BENSON QUINN (HENSLER)

INBOUND TICKET # 0154952
DATE: 09/06/18

SPRING WHEAT
CUST. ID# 430254-000

CUSTOMER: MIDWEST GRAIN TRADING
REGULAR
100.00% MIDWEST GRAIN I
Hold-Not Applied

Gross LBS.	97820	07:55
Tare LBS.	32440	08:04
Net LBS.	65380	
Gross BU	1089.67	
Net BU	1083.13	

MOIST 13.10
DOCKA 0.60
TEST 63.70
PROTE 13.90

VEHICLE 8035P
BOL #:

YOUR BUSINESS IS APPRECIATED

Attachment C

Midwest Grain Trading

Estimate

Estimate No: 156
Date: 08/16/2018
For: Roger Harstad
5580 78th Ave NW
Palermo, ND, 58769 7,000bu done

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

Description	Quantity	Rate	Amount
Spring Wheat T-0152888	1,104.75	\$5.96	\$6,584.31
Spring Wheat T-0152818	1,111.81	\$6.06	\$6,737.57
Spring Wheat T-0152842	1,123.25	\$6.06	\$6,806.90
Spring Wheat T-0152772	1,079.99	\$5.86	\$6,328.74
Spring Wheat T-0154282	1,090.95	\$5.26	\$5,738.40
Spring Wheat T-0154259	1,103.43	\$5.26	\$5,804.04
Spring Wheat T-0154317	1,121.63	\$5.26	\$5,899.77

Subtotal \$43,899.73
Total \$43,899.73
Withholding Tax 0.7% \$307.30

Total \$43,592.43

dep
11-18

Terms and Conditions
Non-Negotiable

Midwest Grain Trading

Estimate

Estimate No: 207
 Date: 09/24/2018
 For: Roger Harstad
 5580 78th Ave NW
 Palermo, ND, 58769 /10,000bu

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

Description	Quantity	Rate	Amount
Spring Wheat T-0154952	1,083.13	\$6.00	\$6,498.78
Spring Wheat T-0154991	1,101.45	\$6.00	\$6,608.70
Spring Wheat T-0154931	1,090.42	\$6.00	\$6,542.52
Spring Wheat T-0154894	1,129	\$5.95	\$6,717.55
Spring Wheat T-0154898	1,085.16	\$6.00	\$6,510.96
Spring Wheat T-015318	1,120	\$6.35	\$7,112.00
Spring Wheat T-0155310	1,104.66	\$6.35	\$7,014.59
Spring Wheat T-0155350	1,122.09	\$6.35	\$7,125.27
Spring Wheat T-0155491	1,113.82	\$6.35	\$7,072.76
Spring Wheat T-0155456	1,136.47	\$6.25	\$7,102.94
		Subtotal	\$68,306.07
		Total	\$68,306.07
		Withholding Tax 0.015%	\$10.25
Total			\$68,295.82

clp
11-18

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NSF

MIDWEST GRAIN TRADING
218 4TH ST SW STE 1
DEVILS LAKE, ND 58301

7 603
1728

DATE 10-24-18

PAY TO THE ORDER OF Roger Harstad \$ 111,888.25

Hundred Eleven thousand Eight hundred Eighty eight + 25/100 DOLLARS

MEMO Y Hunter Hanson

215 HWY 2 SW
DEVILS LAKE, ND 58300
701-776-2700

#001728

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091300285 11/07/2018
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11/08/2018
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061000146 11/13/2018
5347315933 RR - A
122105278 11/09/2018
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