

**ANDERSON SEED CO., INC.**  
**DEFERRED PAYMENT GRAIN PURCHASE AGREEMENT**

441

AGREEMENT entered into this 27<sup>th</sup> day of December, 2012,  
 by and between DUANE DYK  
 located at (address) 972 9<sup>th</sup> Street SE, STASBURG, ND 58573  
 hereinafter referred to as "Seller", and ANDERSON SEED CO., INC. (Company), hereinafter referred to as "Buyer", witnesseth:

WHEREAS, Seller is the owner of 812.43 CWT,  
 of good, sound, dry, and merchantable 0.5 N.F. 1000's (Grain) grading NO 1 edit table,  
 now stored in ANDERSON SEED CO., INC. elevator  
 located at (city) Redfield (county) SPINK (state) SD  
 represented by grain storage or warehouse receipt or receipts as follows:

KIND	RECEIPT NO.	GROSS BUSHEL	DOCK. CWT	NET CWT	PRICE	STORAGE	AMOUNT
see attached assembly sheet							
↓	↓	↓	↓	↓	↓	↓	↓

and; WHEREAS, Buyer desires to purchase and take title to said described grain;  
 NOW THEREFORE, in consideration of the mutual promises of the parties hereto as hereinafter set forth, it is agreed as follows:

- Seller agrees to sell to Buyer said grain, as above described, by endorsement and delivery by Seller to Buyer of the said storage or warehouse receipt or receipts on the date of execution hereof, at which time title to said grain shall pass to buyer.
- Seller warrants that all the above described grain and said storage or warehouse receipt or receipts, are free and clear of all liens, charges, and incumbrances of any nature whatsoever (except as here noted), and Seller agrees to warrant and defend the said described personal property against any and all lawful claims of any person or persons whomsoever, excepting such claims above noted.
- Buyer agrees to buy the said described grain from Seller at the following:

Price per CWT ..... \$ .....; Gross Amount ..... \$ 26,403.65  
 Less: Accrued charges ND SINFLOWER TAX ..... \$ 32.50  
 Less: ..... \$ .....  
 (ND Indemnity Fund Assessment; .2% (.002) x value of grain covered by this contract) ..... \$ .....  
**NET AMOUNT TO BE PAID** ..... \$ 26,371.15

which Buyer agrees to pay to Seller between the dates of JAN 7<sup>th</sup> 2012 and JAN 14<sup>th</sup> 2012.

- In entering into this contract, Seller recognizes and agrees that he shall have no right to receive payment for this grain except at times above provided and Seller shall not have the right to assign, transfer, mortgage, encumber or use as collateral for a loan any of Seller's right to receive payment of the balance due under the terms of this contract. This contract shall be binding upon heirs, administrators, executors and successors of the respective parties.

IN WITNESS WHEREOF, Seller has hereunto set his hand, and Buyer has caused this contract to be executed by its agent duly authorized thereunto, all on the day and year first above written.

WITNESSES:  
 As to Seller Duane Dyk Date 1-3-12  
 As to Seller \_\_\_\_\_ Date \_\_\_\_\_  
 As to Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 As to Buyer Anderson Seed Co Date 12/27/11

<b>NOTICE TO SELLER OF FINANCIAL RISK</b>	
MINNESOTA	- THIS CONTRACT CONSTITUTES A VOLUNTARY EXTENSION OF CREDIT AND IS NOT COVERED BY ANY GRAIN BUYER'S OR STORAGE BOND.
NORTH DAKOTA	- THIS CONTRACT IS NOT PROTECTED BY BOND COVERAGE IN THE EVENT OF BUYER'S INSOLVENCY.
SOUTH DAKOTA	- THIS CONTRACT IS NOT PROTECTED BY SOUTH DAKOTA STATUTORY BOND COVERAGE.
SELLER <u>Duane Dyk</u>	DATE <u>1-3-12</u>

**ANDERSON SEED CO., INC.** (Buyer)  
 By [Signature] **RECEIVED**

342,665 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1-800-346-4870

AUG 3 1 2012  
 SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Anderson Seed Co., Inc.

Anderson Seed Co., Inc.

16774 300th Street SE  
Mentor, MN 56736

Date: 12/29/2011

Customer: DYKDUA

Duane Dyk  
972 92nd Street SE  
Strasburg, ND 58573

Assembly : 12225

09/30/2011 Con Oil (SunCon) - Anderson Seed Co., Inc.-Redfield (Redfid)

Date	DPR	Split	Contract	Dock %	Shrk %	TW	Moist	Dock	%Over8	%Over7	Frt Ded	DrkRst	Prem Price	Disc	Net Price	Gross Units	Dock+ Shrink	Net Units	Amount	Drying
09/30	PR	100.00	3908	2.80	0.00	27.36	6.20	2.80	81.40	88.80			33.0000-0.2500		32.7500	278.40	7.80	270.60	8862.15	0.00
ct 3908 @ \$32.75 2011 crop																				
10/03	PR	100.00	3908	6.60	0.00	27.21	5.00	6.60	70.00	73.80			33.0000-0.5000		32.5000	262.40	17.32	245.08	7965.10	0.00
ct 3908 @ \$ 32.50 2011 crop																				
10/04	PR	100.00	3908	7.80	0.00	27.43	4.10	7.80	79.20	83.60			33.0000-0.5000		32.5000	271.40	21.17	250.23	8132.48	0.00
ct 3908 @ \$32.50 2011 crop																				
<del>10/24</del>	<del>PR</del>	<del>100.00</del>	<del>3908</del>	<del>4.60</del>	<del>0.00</del>	<del>28.67</del>	<del>5.60</del>	<del>4.60</del>	<del>76.00</del>	<del>82.00</del>			<del>33.0000-0.5000</del>		<del>32.5000</del>	<del>279.60</del>	<del>12.86</del>	<del>266.74</del>	<del>8669.05</del>	<del>0.00</del>
ct 3908 @ \$32.50																				
<del>10/25</del>	<del>PR</del>	<del>100.00</del>	<del>3908</del>	<del>4.00</del>	<del>0.00</del>	<del>28.20</del>	<del>5.10</del>	<del>4.00</del>	<del>79.00</del>	<del>86.20</del>			<del>33.0000-0.5000</del>		<del>32.5000</del>	<del>276.00</del>	<del>11.04</del>	<del>264.96</del>	<del>8611.20</del>	<del>0.00</del>
ct 3908 @ \$32.50																				
<del>11/15</del>	<del>PR</del>	<del>100.00</del>	<del>3908</del>	<del>3.60</del>	<del>0.00</del>	<del>28.16</del>	<del>5.70</del>	<del>3.60</del>	<del>77.80</del>	<del>83.80</del>			<del>33.0000-0.5000</del>		<del>32.5000</del>	<del>291.20</del>	<del>10.48</del>	<del>280.72</del>	<del>9123.40</del>	<del>0.00</del>
ct 3908 @ \$32.50																				
g 10/17/2011				4.86	0.00	27.85	5.29 2.00	4.86	77.30	83.12			33.0000-0.4580		32.5420	1659.00	80.67	1578.33	51363.38	0.00

	<u>DPR</u>	<u>Assembly</u>	<u>Assembly</u>	<u>Assembly</u>
	Priced	Net	Settled	Remaining
		1,578.3300	1,578.3300	0.0000

26,403.65

Con Oils - 2011 crop

# Anderson Seed Co., Inc.

16774 300th Street SE  
Mentor, MN 56736

Duane Dyk  
972 92nd Street SE  
Strasburg, ND 58573

Date: 12/29/2011  
Customer: DYKDUA

ent	Date	Source	SourceRef	Destination	CheckRef	SettUnits	Price	GrossAmt
	11/29/2011	Priced - Not Paid	51	Priced	43132	270.60	32.7500	8,862.15
	11/29/2011	Priced - Not Paid	58	Priced	43132	495.31	32.5000	16,097.58
	12/27/2011	Priced - Not Paid	191	Deferred Payment	441	531.70	32.5000	17,280.25
	12/27/2011	Priced - Not Paid	365	Deferred Payment	441	280.72	32.5000	9,123.40
						1,578.33		51,363.38
	10/30/2011	Scale Ticket	40371	Priced - Not Paid	51	270.60	32.7500	8,862.15
	11/06/2011	Scale Ticket	40377	Priced - Not Paid	58	245.08	32.5000	7,965.10
	11/06/2011	Scale Ticket	40384	Priced - Not Paid	58	250.23	32.5000	8,132.48
	11/27/2011	Scale Ticket	40487	Priced - Not Paid	191	266.74	32.5000	8,669.05
	11/27/2011	Scale Ticket	40492	Priced - Not Paid	191	264.96	32.5000	8,611.20
	12/18/2011	Scale Ticket	40565	Priced - Not Paid	365	280.72	32.5000	9,123.40
						1,578.33		51,363.38

A - Dyk, Duane		Deferred Payment #: 441			Commodity: Con Oil	
	<u>Reference</u>	<u>Units</u>	<u>Price</u>	<u>Amount</u>	Gross Amount	26,403.65
Not Paid	191	531.70	32.5000	17,280.25	ND Sunflower Tax	32.50 D
Not Paid	365	280.72	32.5000	9,123.40		
		812.42	32.5000	26,403.65		

ent Number 427                      Settlement Date 12/27/2011                      Net Amount: 26,371.15

A - Dyk, Duane		Check #: 43132			Commodity: Con Oil	
ee(s): USDA Farm Service Agency-Linton						
i): Duane Dyk						
	<u>Reference</u>	<u>Units</u>	<u>Price</u>	<u>Amount</u>	Gross Amount	24,959.73
Not Paid	51	270.60	32.7500	8,862.15	ND Sunflower Tax	30.64 D
Not Paid	58	495.31	32.5000	16,097.58		
		765.91	32.5883	24,959.73		

ent Number 342                      Settlement Date 11/29/2011                      Check Amount: 24,929.09

nbly	DPR	Percent Contract	Contract Price	Contract Quantity	Contract Remaining	Assembly Net	Assembly Settled	Assembly Remaining
	Priced	100.0000 3908	33.0000	1596.0000	17.6700	1578.3300	1578.3300	0.0000



**SUNFLOWER PURCHASE CONTRACT #3908**

THIS AGREEMENT entered into on **March 16, 2011** between Anderson Seed Company (ASC) and **Duane Dyk (Grower)**.

<b>ADDRESS:</b>	<b>972 92<sup>nd</sup> St. SE</b>	<b>COUNTY:</b>	
<b>CITY, STATE</b>	<b>Strasburg, ND 58573</b>	<b>SSN/TIN:</b>	
<b>HOME PHONE</b>	<b>701-336-7583</b>	<b>FOB:</b>	
<b>CELL PHONE</b>		<b>EMAIL ADDRESS:</b>	
<b>FAX #</b>			

**DELIVERY: Half at Harvest and Half Jan. - March, 2012**      **BUYERS CALL: CROP 2011**      **159,600 DL**

- I. This is a contract between ASC and Grower whereby ASC agrees to buy from Grower and Grower agrees to sell to ASC ~~159,600~~ pounds at 1,740.00 cwt. of US grown edible seeds of the class to be sold are "CON OILS"
- II. ASC recommends and Grower agrees that ~~133~~ <sup>133 DL</sup> acres at a minimum will be planted to deliver the above stated contracted pounds. Grower agrees not to contract with any third party for production so as to impair Grower's obligation to deliver the above stated pounds to ASC. In event Grower does so contract with a third party or parties, Grower(s) is obligated without excuse to deliver the total stated pounds contracted to ASC. Grower and ASC agree that, under the terms, standards and conditions of this contract, the following acreage will be planted by Grower to fulfill the terms, standards and conditions of the contract. Grower(s) further agrees not to contract or commit additional production from the following acreages without consent of ASC and the entire production will be delivered to ASC with the first deliveries applied to the fulfillment of the contract and with any additional deliveries marketed on the open market at the discretion of the Grower(s) within the terms of the warehouse receipts.
- III. If Grower's production on the acreage specified above in item II exceeds the pounds in item I, ASC will have the first right to purchase the excess production at the then prevailing price quoted by ASC.
- IV. Grower must notify ASC no later than July 15, 2011 that they have planted adequate acreage to fulfill delivery of total pounds stated in item I. Such notification will also include a legal description of the land where the sunflower acres are planted. After harvest grower must report total production and bin location.
- V. Grower agrees that all sunflowers produced under the terms of this contract shall be delivered to and marketed through ASC processing plant or one of its authorized receiving stations. This product is to be delivered to REDFIELD, SD.
- VI. The base price will be **90% at \$33.00, 80% at \$32.75, 70% at \$32.50, 60% at \$32.25, 50% at \$32.00** delivered to ASC receiving locations based on the above clauses and the terms, standards, and conditions outlined on page two.
- VII. Excused performance of this contract by either party shall be excused to the extent that performance is prevented by crop failure, fire, explosion, strikes or labor disputes, transportation shortages, government acts, regulations or orders, act of God or public enemy, or any other circumstances of similar nature beyond the reasonable control of the affected party which prevents in whole or in part, the performance of this contract; **PROVIDED HOWEVER**, that should any such event occur, either party must notify the other party within seven days of the event by certified mail, return receipt requested. In addition, the affected party shall provide the other party, within ten days of such notice, a complete written description together with copies of documents and such evidence as is available, concerning the circumstance that prevents the affected party's performance under this contract. (For purposes of this contract, "affected party" is defined to mean the party asserting the performance prevented.) For example, in case of crop failure, the Grower shall remain bound by the terms of this contract to deliver any crop in conformity with this contract that is not destroyed or ruined. Should be the resulting product be of lesser quality than the contract quality, ASC has the option to accept or reject the lower quality. Also, concerning crop failure, if ASC requests visual proof within ten days of receiving notice from Grower, as described above Grower shall show the damaged field(s) to ASC prior to altering the damaged field(s) by plowing, disking, field cultivating, etc. Failure to provide timely notice as stated above, and/or failure to comply with any terms or conditions of this contract, shall make null and void the excused performance provided herby, and, in such event, the terms, standards and conditions of the purchase contract shall control, but without this excused performance clause. **EXCUSE FROM PERFORMANCE OF THIS CONTRACT IS DEPENDENT UPON DELIVERY OF THIS NOTICE AND SUBJECT TO THIRD PARTY CONFIRMATION OR PHYSICAL INSPECTION OF LOSS. FCIC OR ANY OTHER AGENCY OR ENTITY CANNOT GIVE PERMISSION TO DESTROY THIS CONTRACTED ACREAGE WITHOUT CONSENT OF ASC.**
- VIII. Grower(s) represents that he/she is qualified to execute and perform this contract, and any other joint or joint lessee joins this contract.

**HAVING FIRST READ AND UNDERSTOOD THE ABOVE AND "THE ADDENDUM; AND THE TERMS, STANDARDS, AND CONDITIONS, ACKNOWLEDGES HIS/HER ACCEPTANCE OF THE TERMS AND CONDITIONS OUTLINED HEREIN. ASC RESERVES THE RIGHT TO DEEM THIS CONTRACT AS NULL AND VOID IF IT IS NOT SIGNED AND RETURNED WITHIN TEN DAYS FROM THE DATE OF ISSUE LISTED ABOVE.**

GROWER (Seller): <u>Duane Dyk</u>	DATE: <u>3-28-11</u>
ASC (Buyer): _____	DATE: _____



**ADDENDUM TO SUNFLOWER CONTRACT**

133 *dd*

**ACRES @ 1,200 LBS PER ACRE FROM ACREAGE BELOW FOR PRODUCTION YEAR 2011**

Grower(s) agree to plant, grow and harvest the sunflower commodity on the acreage specified below and to deliver and sell to ASC the contract quantity of the commodity produced from such acreage. ASC agrees to receive and buy such production from Grower(s). This contract applies only to the commodity grown on such acreage. Grower(s) must provide to ASC the location and legal description of the acreage above no later than July 15<sup>th</sup> of the year in which Grower(s) are to plant, grow, and deliver the commodity for this contract, if Grower(s) does not provide this information to ASC by that date, ASC may void this contract at their sole option and discretion, but ASC is not obligated to do so.

ACRES	COUNTY	TOWNSHIP	QUARTER/SECTION	DESCRIPTION	GROWER(S)	SHARE
7.5	EMMONS	130-76	<del>NE 1/4</del> SEC 15	NE 1/4 of NE 1/4	Duane Dyk	100%
5.8	EMMONS	130-76	SEC 27	NE 1/2 of NW 1/4	Duane Dyk	100%

**PRICING:**

- A. Title to the commodity will pass to ASC at the time it is delivered to and accepted by ASC under this contract.
- B. ASC is not obligated to purchase, under this contract sunflowers not meeting the quality criteria.
- C. Sunflowers not meeting quality criteria are the property of the grower and may be sold based on the open market.

**PAYMENT SCHEDULE:**

- A. 1,740.00 per cwt. will be paid on the following schedule: Completion of Delivery & 100% of contracted amount\*\*  
Grower has the option to defer payment to 2012 at their request to ASC. Payment of Contract paid in full by December 2012.

*\*\*Production Records need to be furnished to ASC prior to payment.*

**ADDITIONAL TERMS:**

1. Grower is selling US grown sunflowers.
2. Production records will be maintained and furnished prior to payment, by grower, for the commodity grown, under the terms, standards and conditions of this contract.
3. Grower(s) agrees to harvest at the most opportune time to maximize sunflower quality.

**Storage rate is at \$.20 per cwt. starting January, 2012 and ending when all contracted seed has been delivered.**

GROWER(S): *Duane Dyk*  
 \_\_\_\_\_  
 \_\_\_\_\_

DATE: 3-28-11 BUYER (ASC): \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 \_\_\_\_\_



## TERMS, STANDARDS AND CONDITIONS

1. All sunflowers will be purchased on a basis of net delivered weights and size based on an 8 over 64 slot, moisture and dark roast.
2. Any sunflowers delivered that do not meet the size standards will be subject to additional dockage and/or discounts received on a consignment basis.
3. ASC will accurately weigh and take representative samples of each load of sunflowers delivered and grade it according to ASC, buying schedule. ASC's weighing of the sunflowers shall be conclusive. A deduction from the gross weight of the sunflowers shall be made to cover excess moisture, dark roast, and foreign material. Seller shall be furnished a record of weight and grade of each load.
4. All sunflower seed raised by the Grower and delivered hereunder as acceptable merchantable seed shall; be field run (only excess dockage may be removed); contain 10% moisture or less; be sound, mature and bright colored; weigh at least 26lbs. per bushel; contain less than 1% sclerotinia and contain less than 12% dockage. Seed shall be free from admixtures of corn, beans, or together crops. Sunflower that does not conform to the specified quality may be discontinued or rejected in whole or part, at the sole discretion of the Company. Seed with more than 10% moisture will be subject to a drying charge plus moisture dockage or will be purchased a discount price. A discount price of 2% of the contract price will be taken for each percent of insect damaged seed over 5%. Additional discount may apply if the Company determines that insect damage is excessive. Seed with unmanageable levels of cocklebur or sclerotinia may be subject to rejection or price discount; Seed shall be pure and of edible quality and comply with F.D.A. standards for human consumption. Quality shall be determined by the laboratory of the Company.
5. Sunflower delivered under this contract will be subject to posted moisture shrink schedules at time of delivery.
6. Net weights will be all pounds delivered minus dirt, dust, foreign material, damaged or diseased sunflowers, small or off-color flowers, sticks, stones, weed seeds, and anything determined to not be a sound marketable sunflower, plus any applicable moisture shrink deduction.
7. Grower guarantees that sunflowers delivered shall be merchantable and will not be adulterated under the pesticide chemical provisions of applicable federal or state law. If the sunflowers do not meet grade, the amount paid per cwt will be on the basis of market discounts as determined by ASC. Any amounts of sunflowers exceeding the contract are the Grower's property, and he/she may elect to sell same on open market or store as they are delivered.
8. The contracted commodity shall be free from admixture of corn, soybeans and/or contrasting crops.
9. In the event that foreign materials such as metal, glass or plastics are found in the contracted commodity, it will be just cause for immediate rejection of the incoming load. Freight charge, if any, on rejected load is grower(s) responsibility.
10. All sunflowers accepted by ASC shall comply with all Federal, State, and local food and drug regulations. ASC will not accept any sunflowers containing contamination and/or does not meet the standards defined in the US Federal Food, Drug, and Cosmetic Act.
11. The grower shall receive payment for the portion of the Crop 30 days after delivery and acceptance in accordance with the terms and conditions of this contract. No sunflower oil premiums will be paid, and no oil discounts will be taken.

IX. Grower Agrees:

- a. To follow good cultural practices including appropriate crop rotation.
- b. To use only chemicals and production aids that are legally registered and labeled for use on sunflowers in the United States.
- c. To bear all production expenses and all decisions related therein.
- d. To allow ASC to inspect Growers fields and all records related to the growing, cultivating and harvesting of the sunflowers produced under this contract.
- e. To sign and separate credit sale contract if deferred payment is requested.
- f. The crop shall be delivered free and clear of any claims, liens and encumbrances. If any liens exist at delivery, the company may make payment by check payable jointly to the grower and lien holder(s).
- g. To indemnify and hold ASC harmless for any liens or claims by third parties to the products specified in this agreement.
- h. To take any precautions necessary to prevent tampering of said product by outside parties, and to maintain the integrity of said product.
- i. This contract shall be binding upon Grower(s), his/her heirs, legal representatives and assigns and upon ASC, its successors and assigns shall not be transferable by Grower(s) without written consent of ASC, its successors and assigns.
- j. Grower(s) or ASC may not change, amend, modify or waive any provision of this agreement, except in writing by a duly authorized agent.

X. Grower may not assign any obligations under this agreement without prior written consent of ASC.

XI. This contract cannot be amended except by written agreement signed by both Grower and ASC.

XII. This agreement, when signed by Grower and Grower's Landlord (if applicable) is an offer to make a contract. No contract will arise until this agreement is received by and signed by an authorized representative of ASC.

XIII. This document, when accepted by ASC, shall constitute the entire agreement between the parties. In the event of breach, ASC shall be entitled to all costs taken to enforce this contract, including reasonable attorney fees.

XIV. The laws of the States North Dakota, South Dakota and Minnesota shall govern this agreement as determined by the Growers main place of residence.

Grower Initials:     dd

# Warehouse Scale Ticket

**Ticket #: 40371**  
**Inbound**

**Anderson Seed Co., Inc.-Redfield**

17284 384th Ave  
Redfield, SD 57469

**Ticket Date:** 09/30/2011  
**Location:** Redfid  
**Carrier:** Grower Delivered Freight  
**BL#**  
**Vehicle:**  
**Axles:** 5  
**Driver On?** No  
**Weighmaster:** april  
**Bin:** 26  
**Commodity:** Con Oil (SunCon)  
**Assembly:**  
**Price:** 0.00

**Received From:** Duane Dyk (DYKDUA)  
972 92nd Street SE  
Strasburg, ND 58573

**Comments:** ct 3908 @ \$32.75 2011 crop

<b>Gross Wt:</b> 47,940 lb	09/30/2011 11:11AM	MAN WT TW	27.36	DrkRst
<b>Tare Wt:</b> 20,100 lb	09/30/2011 11:31AM	MAN WT Moist	6.20	Scl
<b>Net Wt:</b> 27,840 lb		Dock	2.80	IDK
<b>Gross Units:</b> 278.40		%Over8	81.40	Delivery
<b>Shrink Units:</b> 0.00		%Over7	88.80	Storage
<b>Dock Units:</b> 7.80		Fr't Ded.		
<b>Net Units:</b> 270.60				

Splits	Percent	Net Units	DPRStatus	Contract
Duane Dyk (DYKDUA)	100.00%	270.60	Priced	

**Remarks:**

### Warehouse Scale Ticket

The original scale ticket shall be delivered to the seller or depositor upon receipt of each load of grain. The warehouse operator shall keep a duplicate copy as a permanent record. The scale ticket shall state specifically whether the grain is received for storage or on contract and/or sold, the price shall be considered stored at the time of delivery, unless arrangements have been made with the public grain warehouse operator prior to or at the time of the delivery to apply the grain on contract, for shipment or consignment or for cash sale.

**NOTICE:** Credit contract sales including deferred payment and price later contract sales are not covered by the grain buyers bond.

**THIS A MEMORANDUM,** Non-Negotiable possession of which does not signify that settlement has or has not been consummate.

WHITE - Grower Copy, YELLOW - Trucker Copy, PINK - Sample Copy, GOLDEN ROD - Anderson Seed Copy

**Authorized Signature:**



# Warehouse Scale Ticket

**Ticket #: 40377**  
**Inbound**

## Anderson Seed Co., Inc.-Redfield

17284 384th Ave  
Redfield, SD 57469

**Ticket Date:** 10/03/2011  
**Location:** Redfld  
**Carrier:** Grower Delivered Freight  
**BL#**  
**Vehicle:**  
**Axles:** 4  
**Driver On?** No  
**Weighmaster:** april  
**Bin:** 26  
**Commodity:** Con Oil (SunCon)  
**Assembly:**  
**Price:** 0.00

**Received From:** Duane Dyk (DYKDUA)  
972 92nd Street SE  
Strasburg, ND 58573

**Comments:** ct 3908 @ \$ 32.50 2011 crop

<b>Gross Wt:</b> 46,320lb	10/03/2011 11:00AM	MAN WT TW	27.21	DrkRst
<b>Tare Wt:</b> 20,080lb	10/03/2011 11:32AM	MAN WT Moist	5.00	ScI
<b>Net Wt:</b> 26,240lb		Dock	6.60	IDK
<b>Gross Units:</b> 262.40		%Over8	70.00	Delivery
<b>Shrink Units:</b> 0.00		%Over7	73.80	Storage
<b>Dock Units:</b> 17.32		Frt Ded		
<b>Net Units:</b> 245.08				

Splits	Percent	Net Units	DPRStatus	Contract
Duane Dyk (DYKDUA)	100.00%	245.08	Priced	

**Remarks:**

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**Warehouse Scale Ticket**

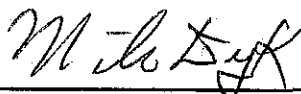
The original scale ticket shall be delivered to the seller or depositor upon receipt of each load of grain. The warehouse operator shall keep a duplicate copy as a permanent record. The scale ticket shall state specifically whether the grain is received for storage or on contract and/or sold, the price shall be considered stored at the time of delivery, unless arrangements have been made with the public grain warehouse operator prior to or at the time of the delivery to apply the grain on contract, for shipment or consignment or for cash sale.

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WHITE - Grower Copy, YELLOW - Trucker Copy, PINK - Sample Copy, GOLDEN ROD - Anderson Seed Copy

**Authorized Signature:**





# Warehouse Scale Ticket

**Ticket #: 40384**  
**Inbound**

## Anderson Seed Co., Inc.-Redfield

17284 384th Ave  
Redfield, SD 57469

**Ticket Date:** 10/04/2011  
**Location:** Redfid  
**Carrier:** Grower Delivered Freight  
**BL#**  
**Vehicle:**  
**Axles:** 4  
**Driver On?** No  
**Weighmaster:** april  
**Bin:** 26  
**Commodity:** Con Oil (SunCon)  
**Assembly:**  
**Price:** 0.00

**Received From:** Duane Dyk (DYKDUAA)  
972 92nd Street SE  
Strasburg, ND 58573

**Comments:** ct 3908 @ \$32.50 2011 crop

<b>Gross Wt:</b> 46,980lb	10/04/2011 08:58AM	MAN WT TW	27.43	DrkRst
<b>Tare Wt:</b> 19,840lb	10/04/2011 09:25AM	MAN WT Moist	4.10	Scl
<b>Net Wt:</b> 27,140lb		Dock	7.80	IDK
<b>Gross Units:</b> 271.40		%Over8	79.20	Delivery
<b>Shrink Units:</b> 0.00		%Over7	83.60	Storage
<b>Dock Units:</b> 21.17		Frt Ded		
<b>Net Units:</b> 250.23				

Splits	Percent	Net Units	DPRStatus	Contract
Duane Dyk (DYKDUAA)	100.00%	250.23	Priced	

### Remarks:

#### Warehouse Scale Ticket

The original scale ticket shall be delivered to the seller or depositor upon receipt of each load of grain. The warehouse operator shall keep a duplicate copy as a permanent record. The scale ticket shall state specifically whether the grain is received for storage or on contract and/or sold, the price shall be considered stored at the time of delivery, unless arrangements have been made with the public grain warehouse operator prior to or at the time of the delivery to apply the grain on contract, for shipment or consignment or for cash sale.

**NOTICE:** Credit contract sales including deferred payment and price later contract sales are not covered by the grain buyers bond.

**THIS A MEMORANDUM,** Non-Negotiable possession of which does not signify that settlement has or has not been consummate.

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**Authorized Signature:** Milo Dyk

# Warehouse Scale Ticket

**Ticket #: 40487**  
**Inbound**

## Anderson Seed Co., Inc.-Redfield

17284 384th Ave  
Redfield, SD 57469

**Ticket Date:** 10/24/2011  
**Location:** Redfld  
**Carrier:** Grower Delivered Freight  
**BL#**  
**Vehicle:**  
**Axles:** 5  
**Driver On?** No  
**Weighmaster:** april  
**Bin:** 26  
**Commodity:** Con Oil (SunCon)  
**Assembly:**  
**Price:** 0.00

**Received From:** Duane Dyk (DYKDUAA)  
972 92nd Street SE  
Strasburg, ND 58573

**Comments:** ct 3908 @ \$32.50

<b>Gross Wt:</b> 48,080 lb	10/24/2011 01:39PM	MAN WT TW	28.67	DrkRst
<b>Tare Wt:</b> 20,120 lb	10/24/2011 01:39PM	MAN WT Moist	5.60	Scl
<b>Net Wt:</b> 27,960 lb		Dock	4.60	IDK
<b>Gross Units:</b> 279.60		%Over8	76.00	Delivery
<b>Shrink Units:</b> 0.00		%Over7	82.00	Storage
<b>Dock Units:</b> 12.86		Frnt Ded		
<b>Net Units:</b> 266.74				

Splits	Percent	Net Units	DPRStatus	Contract
Duane Dyk (DYKDUAA)	100.00%	266.74	Priced	

**Remarks:**

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**Warehouse Scale Ticket**

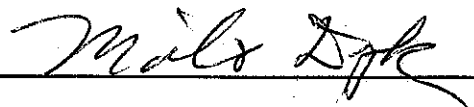
The original scale ticket shall be delivered to the seller or depositor upon receipt of each load of grain. The warehouse operator shall keep a duplicate copy as a permanent record. The scale ticket shall state specifically whether the grain is received for storage or on contract and/or sold, the price shall be considered stored at the time of delivery, unless arrangements have been made with the public grain warehouse operator prior to or at the time of the delivery to apply the grain on contract, for shipment or consignment or for cash sale.

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**Authorized Signature:**



# Warehouse Scale Ticket

**Ticket #: 40492**  
**Inbound**

## Anderson Seed Co., Inc.-Redfield

17284 384th Ave  
Redfield, SD 57469

**Ticket Date:** 10/25/2011  
**Location:** Redfld  
**Carrier:** Grower Delivered Freight  
**BL#**  
**Vehicle:**  
**Axles:** 4  
**Driver On?** No  
**Weighmaster:** april  
**Bin:** 26  
**Commodity:** Con Oil (SunCon)  
**Assembly:**  
**Price:** 0.00

**Received From:** Duane Dyk (DYKDUA)  
972 92nd Street SE  
Strasburg, ND 58573

**Comments:** ct 3908 @ \$32.50

<b>Gross Wt:</b> 47,400lb	10/25/2011 01:35PM	MAN WT TW	28.20	DrkRst
<b>Tare Wt:</b> 19,800lb	10/25/2011 01:36PM	MAN WT Moist	5.10	ScI
<b>Net Wt:</b> 27,600lb		Dock	4.00	IDK
<b>Gross Units:</b> 276.00		%Over8	79.00	Delivery
<b>Shrink Units:</b> 0.00		%Over7	86.20	Storage
<b>Dock Units:</b> 11.04		Frt Ded		
<b>Net Units:</b> 264.96				

Splits	Percent	Net Units	DPRStatus	Contract
Duane Dyk (DYKDUA)	100.00%	264.96	Priced	

**Remarks:** \_\_\_\_\_

### Warehouse Scale Ticket

The original scale ticket shall be delivered to the seller or depositor upon receipt of each load of grain. The warehouse operator shall keep a duplicate copy as a permanent record. The scale ticket shall state specifically whether the grain is received for storage or on contract and/or sold, the price shall be considered stored at the time of delivery, unless arrangements have been made with the public grain warehouse operator prior to or at the time of the delivery to apply the grain on contract, for shipment or consignment or for cash sale.

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**Authorized Signature:** \_\_\_\_\_



Warehouse Scale Ticket

Ticket #: 40565  
Inbound

Anderson Seed Co., Inc.-Redfield

17284 384th Ave  
Redfield, SD 57469

Ticket Date: 11/15/2011  
Location: Redfld  
Carrier: Grower Delivered Freight  
BL#  
Vehicle:  
Axles: 4  
Driver On? No  
Weighmaster: april  
Bin: 26  
Commodity: Con Oil (SunCon)  
Assembly:  
Price: 0.00

Received From: Duane Dyk (DYKDUA)  
972 92nd Street SE  
Strasburg, ND 58573

Comments: ct 3908 @ \$32.50

Gross Wt: 49,320lb 11/15/2011 12:16PM MAN WT TW 28.16 DrkRst  
Tare Wt: 20,200lb 11/15/2011 12:17PM MAN WT Moist 5.70 Scl  
Net Wt: 29,120lb Dock 3.60 IDK  
Gross Units: 291.20 %Over8 77.80 Delivery  
Shrink Units: 0.00 %Over7 83.80 Storage  
Dock Units: 10.48 Frt Ded  
Net Units: 280.72

Splits	Percent	Net Units	DPRStatus	Contract
Duane Dyk (DYKDUA)	100.00%	280.72	Priced	

Remarks:

Warehouse Scale Ticket

The original scale ticket shall be delivered to the seller or depositor upon receipt of each load of grain. The warehouse operator shall keep a duplicate copy as a permanent record. The scale ticket shall state specifically whether the grain is received for storage or on contract and/or sold, the price shall be considered stored at the time of delivery, unless arrangements have been made with the public grain warehouse operator prior to or at the time of the delivery to apply the grain on contract, for shipment or consignment or for cash sale.

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Authorized Signature:

