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JUL 25 2012

PROOF OF CLAIM FOR CASH GRAIN
(Grain which is priced and sold and payment has not been made) SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

I, James m. Fischer, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain buyer named Anderson Seed Co, INC. located at Redfield, S.D.

Listed below are the loads delivered which were not paid for:

Defferred Payment Sunflowers
Open Storage Sunflowers

Scale ticket number	Date	Kind of grain	Bushels	Price	Lien Holder, N/A if no liens
40580,40581	11-18-11	Con oil			
40587,40588		Sunflower			
40592,40593			370,178 [#]	\$131,287.66	Great Plains Bank Eureka, SD
40602,40603	12-6-11				
40621	12-13-11	Sunflower	50700 [#]	\$17,745.00	Great Plains Bank Eureka, SD.
40622	12-13-11	"	47,224 [#]	\$16,646.46	" " " " "

Explanation of Claim: Entered into A Sunflower Purchase Contract #3954 with Anderson Seed Co. Inc. on 5-17-11 to Grow Con Oil Sunflowers in 2011 growing year. We Raised the Sunflowers We Delivered 10 Semi Loads Between 11-18-11 And 12-13-11 First 8 loads (370,178[#] worth \$131,287.66) were Put in A Defferred Contract (1-14-12). The last 2 loads (97,924[#] worth 34,391.46) Were Not Paid for (still in Storage). Defferred Contract was not Paid to me either.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Signature of Claimant James m. Fischer Date 7-23-12
Address city 33520 108th St Eureka State S.D. Zip 57437
Phone # 605-284-2263

Check box if email only service is acceptable.

Email address: jzfischer@valleytel.net

Subscribed and sworn to me this 23 day of July 2012

Notary [Signature]

County of: McPherson State of South Dakota

My Commission Expires: 11-12-14 Affix Seal





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SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

SUNFLOWER PURCHASE CONTRACT #3954

THIS AGREEMENT entered into on May 9, 2011 between Anderson Seed Company (ASC) and Jim Fisher (Grower).

ADDRESS:	33520 108th St.	COUNTY:	MCPHERSON
CITY, STATE	Eureka, SD 57437	SSN/TIN:	504-68-8861
HOME PHONE	605-284-2263	FOB:	
CELL PHONE	605-290-3105	EMAIL ADDRESS:	j3fisher@valleytel.net
FAX #			
DELIVERY:	Half at Harvest & Half at Jan. - March, 2012	BUYERS CALL:	CROP 2011

- I. This is a contract between ASC and Grower whereby ASC agrees to buy from Grower and Grower agrees to sell to ASC 525,000 pounds at 5,250.00 cwt. of US grown edible seeds of the class to be sold are "CON OILS"
- II. ASC recommends and Grower agrees that 350 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 plants or one of its authorized receiving stations. This product is to be delivered to DURBIN, SD.
- VI. The base price will be 90% at \$35.50, 80% at \$35.25, 70% at \$35.00, 60% at \$34.75, 50% at \$34.50 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>Jim Fisher</u>	DATE: <u>5-17-11</u>
ASC (Buyer): _____	DATE: _____

Warehouse Scale Ticket

Ticket #: 40621
Inbound

Anderson Seed Co., Inc.-Redfield

17284 384th Ave
Redfield, SD 57469

open Storage

Received From: James Fisher (FISJAM)
33520 108th St.
Eureka, SD 57437

Ticket Date: 12/13/2011
Location: Redfld
Carrier: Grower Delivered Freight
BL#
Vehicle:
Axles: 5
Driver On? No
Weighmaster: april
Bin: 32
Commodity: Con Oil (SunCon)
Assembly:
Price: 0.00

Comments: ct 3954 @ \$35.00

Gross Wt: 80,500lb 12/13/2011 11:20AM MAN WT TW 29.72 DrkRst
Tare Wt: 28,340lb 12/13/2011 11:51AM MAN WT Moist 8.50 Scl
Net Wt: 52,160lb Dock 2.80 IDK 2.00
Gross Units: 521.60 %Over8 75.00 Delivery
Shrink Units: 0.00 %Over7 81.40 Storage
Dock Units: 14.60 Frt Ded
Net Units: 507.00

Splits	Percent	Net Units	DPRStatus	Contract
James Fisher (FISJAM)	100.00%	507.00	Priced	

Remarks: *IH*

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UTILITIES COMMISSION

PUC:
SEEDS Delivered but
Never Received Payment
James M. Smith

Warehouse Scale Ticket

The original scale ticket shall be delivered to the seller or depositor upon receipt of each load of grain. This ticket shall be kept as a permanent record. The scale ticket shall state specifically whether the grain is received for storage or for sale. If the grain is 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: *James M. Smith*

Warehouse Scale Ticket

Ticket #: 40622
Inbound

Anderson Seed Co., Inc.-Redfield

17284 384th Ave
Redfield, SD 57469

Open Storage

Received From: James Fisher (FISJAM)
33520 108th St.
Eureka, SD 57437

Ticket Date: 12/13/2011
Location: Redfld
Carrier: Grower Delivered Freight
BL#
Vehicle:
Axles: 5
Driver On? No
Weighmaster: april
Bin: 32
Commodity: Con Oil (SunCon)
Assembly:
Price: 0.00

Comments: ct 3954 @ \$35.25

Gross Wt:	77,200lb	12/13/2011	11:21AM	MAN WT	TW	28.85	DrkRst	2.00
Tare Wt:	27,280lb	12/13/2011	12:11PM	MAN WT	Moist	9.50	ScI	0.80
Net Wt:	49,920lb				Dock	5.40	IDK	0.00
Gross Units:	499.20				%Over8	84.00	Delivery	
Shrink Units:	0.00				%Over7	86.80	Storage	
Dock Units:	26.96				Frt Ded			
Net Units:	472.24							

Splits	Percent	Net Units	DPRStatus	Contract
James Fisher (FISJAM)	100.00%	472.24	Priced	

Remarks: FLT

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: Budd Fisher

ANDERSON SEED CO., INC.

456

DEFERRED PAYMENT GRAIN PURCHASE AGREEMENT

AGREEMENT entered into this 28th day of December, 2011,
 by and between James Fisher
 located at (address) 33520 108th Street, Eureka, SD 57437
 hereinafter referred to as "Seller", and **ANDERSON SEED CO., INC.** (Company), hereinafter referred to as "Buyer", witnesseth:

WHEREAS, Seller is the owner of 3,701.78 CWT,
 of good, sound, dry, and merchantable oil sunflowers (Grain) grading no 1 edible,
 now stored in **ANDERSON SEED CO., INC.** elevator
 located at (city) Redfield (county) SINK (state) SD
 represented by grain storage or warehouse receipt or receipts as follows:

KIND	RECEIPT NO.	GROSS BUSHELS	DOCK. CWT	NET CWT	PRICE	STORAGE	AMOUNT
<u>See attached Assembly sheets</u>							
↓	↓	↓	Puc: Seeds Delivered and Deferred for Payment		↓	↓	

and; WHEREAS, Buyer desires to purchase and
 NOW THEREFORE, in consideration of

1. Seller agrees to sell to Buyer said grain or warehouse receipt or receipts on the terms and conditions hereinafter set forth.
2. Seller warrants that all the above described grain, charges, and incumbrances of any kind or described personal property against the grain are noted.
3. Buyer agrees to buy the said described grain on the terms and conditions hereinafter set forth.

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J. Fisher
 JUL 25 2012

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

after set forth, it is agreed as follows:
 The grain shall pass to buyer.
 The receipts, are free and clear of all liens, and Seller agrees to warrant and defend the said grain homsoever, excepting such claims above

Price per CWT \$ 131,435.73
 Less: Accrued charges SD Sunflower Tax \$ 148.07
 Less: \$
 (ND Indemnity Fund Assessment; .2% (.002) x value of grain covered by this contract) \$
 NET AMOUNT TO BE PAID \$ 131,287.66

which Buyer agrees to pay to Seller between the dates of Jan 7th 2012, and Jan 14th 2012

4. 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 James M Fisher Date 11-3-12
 As to Seller _____ Date _____
 As to Buyer _____ Date _____
 As to Buyer Anderson Seed Date 12/28/11

NOTICE TO SELLER OF FINANCIAL RISK
 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 James M Fisher DATE 11-3-12
ANDERSON SEED CO., INC. (Buyer)

Anderson Seed Co., Inc.

16774 300th Street SE
Mentor, MN 56736

12/19/2011

Date: 12/19/2011

James Fisher
33520 108th St.
Eureka, SD 57437

Customer: FISJAM

Assembly : 12345

11/18/2011 Con Oil (SunCon) - Anderson Seed Co., Inc.-Redfield (Redfid)

Ticket	Date	DPR	Split	Contract	Dock %	Shrk %	TW	Moist	Dock	%Over8	%Over7	Frt Ded	DrkRst	Price	Prem Disc	Net Price	Gross Units	Dock+ Shrink	Net Units	Amount	Drying	
40580	11/18	PR	100.00	3954	5.00	2.00	28.10	9.30	5.00	78.40	85.00		4.00	35.5000-0.5000		35.0000	495.00	34.65	460.35	16112.25	0.00	
							2.00	2.00														
				contract 3954 \$35																		
40581	11/18	PR	100.00	3954	4.20	1.60	29.63	9.00	4.20	86.60	92.00		4.00	35.5000-0.2500		35.2500	505.40	29.32	476.08	16781.82	0.00	
							1.60	4.00														
				ct 3954 @ \$35.25																		
40587	11/28	PR	100.00	3954	3.40	1.40	27.18	8.80	3.40	90.60	92.00		2.00	35.5000 0.0000		35.5000	453.40	21.77	431.63	15322.87	0.00	
							1.40	2.00														
				ct 3954 @ \$35.50																		
40588	11/28	PR	100.00	3954	3.40	0.00	28.78	8.20	3.40	80.80	84.40			35.5000-0.2500		35.2500	510.40	17.35	493.05	17380.01	0.00	
							0.80	2.00														
				ct 3954 @ \$35.25																		
40592	11/29	PR	100.00	3954	4.60	2.20	26.85	8.20	4.60	84.80	87.00		2.00	35.5000-0.2500		35.2500	479.40	32.60	446.80	15749.70	0.00	
							2.20															
				ct 3954 @ \$35.25																		
40593	11/29	PR	100.00	3954	6.40	3.60	27.61	6.70	6.40	81.00	84.20		2.00	35.5000-0.2500		35.2500	490.40	49.04	441.36	15557.94	0.00	
							3.60															
				ct 3954 @ \$35.25																		
Tots/Avg	11/24/2011				4.51	1.79	28.05	8.37	4.51	83.60	87.38		2.83	35.5000-0.2999		35.2465	2934.00	184.73	2749.27	96904.59	0.00	
							1.93	2.51														

<u>DPR</u>	<u>Assembly</u>	<u>Assembly</u>	<u>Assembly</u>
Priced	Net	Settled	Remaining
	2,749.2700	2,749.2700	0.0000

con oils 2011 crop - durb con ded frt for durbin

Anderson Seed Co., Inc.

16774 300th Street SE
Mentor, MN 56736

James Fisher
33520 108th St.
Eureka, SD 57437

Date: 12/19/2011
Customer: FISJAM

<u>Settlement</u>	<u>Date</u>	<u>Source</u>	<u>SourceRef</u>	<u>Destination</u>	<u>CheckRef</u>	<u>SettUnits</u>	<u>Price</u>	<u>GrossAmt</u>
356	12/18/2011	Scale Ticket	40580	Priced - Not Paid	363	460.35	35.0000	16,112.25
356	12/18/2011	Scale Ticket	40581	Priced - Not Paid	363	476.08	35.2500	16,781.82
372	01/01/2012	Scale Ticket	40587	Priced - Not Paid	408	431.63	35.5000	15,322.87
372	01/01/2012	Scale Ticket	40588	Priced - Not Paid	408	493.05	35.2500	17,380.01
372	01/01/2012	Scale Ticket	40592	Priced - Not Paid	408	446.80	35.2500	15,749.70
372	01/01/2012	Scale Ticket	40593	Priced - Not Paid	408	441.36	35.2500	15,557.94
							2,749.27	96,904.59

<u>Assembly</u>	<u>DPR</u>	<u>Percent Contract</u>	<u>Contract Price</u>	<u>Contract Quantity</u>	<u>Contract Remaining</u>	<u>Assembly Net</u>	<u>Assembly Settled</u>	<u>Assembly Remaining</u>
12345	Priced	100.0000 3954	35.5000	5250.0000	1288.9800	2749.2700	2749.2700	0.0000

Anderson Seed Co., Inc.

16774 300th Street SE
Mentor, MN 56736

Date: 12/18/2011

James Fisher
33520 108th St.
Eureka, SD 57437

Customer: FISJAM

Assembly : 12377

12/01/2011 Con Oil (SunCon) - Anderson Seed Co., Inc.-Redfield (Redfld)

Ticket	Date	DPR	Split	Contract	Dock %	Shrk %	TW	Moist	Dock Delivery	%Over8	%Over7	Frt Ded	DrkRst	Price	Prem Disc	Net Price	Gross Units	Dock+ Shrink	Net Units	Amount	Drying
40602..	12/06	PR	100.00	3987	4.60	0.00	28.48	8.00	4.60	84.60	87.60		2.00	37.0000-0.2500		36.7500	475.00	21.85	453.15	16653.26	0.00
Cont 3987 @36.75 032R-C / Raw Con Oils - Redfield																					
40603..	12/06	PR	100.00	3987	3.00	0.00	29.50	9.00	3.00	77.60	81.60		2.00	37.0000-0.5000		36.5000	275.10	8.25	266.85	9740.03	0.00
Con#3987 36.50 - grw frt 032R-C / Raw Con Oils - Redfield																					
40603..	12/06	PR	100.00	3954	3.00	0.00	29.50	9.00	3.00	77.60	81.60		2.00	35.5000-0.5000		35.0000	239.70	7.19	232.51	8137.85	0.00
Con#3987 36.50 - grw frt 032R-C / Raw Con Oils - Redfield																					
Tots/Avg	12/06/2011				3.77	0.00	29.01	8.52	3.77	80.96	84.48		2.00	36.6367-0.3800		36.2567	989.80	37.29	952.51	34531.14	0.00

DPR Priced	Assembly Net	Assembly Settled	Assembly Remaining
	952.5100	952.5100	0.0000

Settlement	Date	Source	SourceRef	Destination	CheckRef	SettUnits	Price	GrossAmt
386	01/02/2012	Scale Ticket	40602..	Priced - Not Paid	440	453.15	36.7500	16,653.26
386	01/02/2012	Scale Ticket	40603..	Priced - Not Paid	440	266.85	36.5000	9,740.03
386	01/02/2012	Scale Ticket	40603..	Priced - Not Paid	440	232.51	35.0000	8,137.85
						<u>952.51</u>		<u>34,531.14</u>

Assembly	DPR	Percent Contract	Contract Price	Contract Quantity	Contract Remaining	Assembly Net	Assembly Settled	Assembly Remaining
12377	Priced	100.0000	37.0000	720.0000	0.0000	720.0000	720.0000	0.0000
12377	Priced	0.0000	35.5000	5250.0000	36.5100	232.5100	232.5100	0.0000

Anderson Seed Co., Inc.

16774 300th Street SE
Mentor, MN 56736

James Fisher
33520 108th St.
Eureka, SD 57437

Date: 12/18/2011
Customer: FISJAM

Warehouse Scale Ticket

Ticket #: 40580
Inbound

Anderson Seed Co., Inc.-Redfield

17284 384th Ave
Redfield, SD 57469

Ticket Date: 11/18/2011
Location: Redfld
Carrier: Grower Delivered Freight
BL#
Vehicle:
Axles: 5
Driver On? No
Weighmaster: april
Bin: 35
Commodity: Con Oil (SunCon)
Assembly:
Price: 0.00

Received From: James Fisher (FISJAM)
33520 108th St.
Eureka, SD 57437

Comments: contract 3954 \$35

Gross Wt: 76,640lb 11/18/2011 09:31AM MAN WT TW 28.10 DrkRst 4.00
Tare Wt: 27,140lb 11/18/2011 10:17AM MAN WT Moist 9.30 Scl 2.00
Net Wt: 49,500lb Dock 5.00 IDK 2.00
Gross Units: 495.00 %Over8 78.40 Delivery
Shrink Units: 9.90 - 2% %Over7 85.00 Storage
Dock Units: 24.75 - 5% Frt Ded
Net Units: 460.35

Splits	Percent	Net Units	DPRStatus	Contract
James Fisher (FISJAM)	100.00%	460.35	Priced	

Remarks: FLT

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: James Fisher

Warehouse Scale Ticket

Ticket #: 40587
Inbound

Anderson Seed Co., Inc.-Redfield

17284 384th Ave
Redfield, SD 57469

Ticket Date: 11/28/2011
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: James Fisher (FISJAM)
33520 108th St.
Eureka, SD 57437

Comments: ct 3954 @ \$35.50

Gross Wt: 74,260lb	11/28/2011 10:16AM	MAN WT TW	27.18	DrkRst	2.00
Tare Wt: 28,920lb	11/28/2011 10:47AM	MAN WT Moist	8.80	Sci	1.40
Net Wt: 45,340lb		Dock	3.40	IDK	2.00
Gross Units: 453.40		%Over8	90.60	Delivery	
Shrink Units: 6.35		%Over7	92.00	Storage	
Dock Units: 15.42		Frnt Ded			
Net Units: 431.63					

Splits	Percent	Net Units	DPRStatus	Contract
James Fisher (FISJAM)	100.00%	431.63	Priced	

Remarks: Tim's Truck

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: Tim Marshall

Warehouse Scale Ticket

Ticket #: 40592
Inbound

Anderson Seed Co., Inc.-Redfield

17284 384th Ave
Redfield, SD 57469

Ticket Date: 11/29/2011
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: James Fisher (FISJAM)
33520 108th St.
Eureka, SD 57437

Comments: ct 3954 @ \$35.25

Gross Wt: 76,020lb	11/29/2011 01:22PM	MAN WT	TW	26.85	DrkRst	2.00
Tare Wt: 28,080lb	11/29/2011 01:54PM	MAN WT	Moist	8.20	Scl	2.20
Net Wt: 47,940lb			Dock	4.60	IDK	
Gross Units: 479.40			%Over8	84.80	Delivery	
Shrink Units: 10.55			%Over7	87.00	Storage	
Dock Units: 22.05			Frnt Ded			
Net Units: 446.80						

Splits	Percent	Net Units	DPRStatus	Contract
James Fisher (FISJAM)	100.00%	446.80	Priced	

Remarks:

IH

Warehouse Scale Ticket

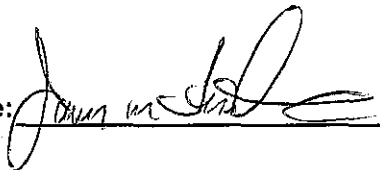
The original scale ticket shall be delivered to the seller or depositor upon receipt of each load of grain. The warehouse operator shall keep a duplicate copy as a permanent record. The scale ticket shall state specifically whether the grain is received for storage or on contract and/or sold, the price 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 #: 40602
Inbound

Anderson Seed Co., Inc.-Redfield

17284 384th Ave
Redfield, SD 57469

Ticket Date: 12/06/2011
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: James Fisher (FISJAM)
33520 108th St.
Eureka, SD 57437

Comments: ct 3987 @ \$36.75

Gross Wt: 75,680lb	12/06/2011 01:03PM	MAN WT TW	28.48	DrkRst	2.00
Tare Wt: 28,180lb	12/06/2011 01:11PM	MAN WT Moist	8.00	Scf	0.40
Net Wt: 47,500lb		Dock	4.60	IDK	
Gross Units: 475.00		%Over8	84.60	Delivery	
Shrink Units: 0.00		%Over7	87.60	Storage	
Dock Units: 21.85		Frt Ded			
Net Units: 453.15					

Splits	Percent	Net Units	DPRStatus	Contract
James Fisher (FISJAM)	100.00%	453.15	Priced	

Remarks:

IH

Warehouse Scale Ticket

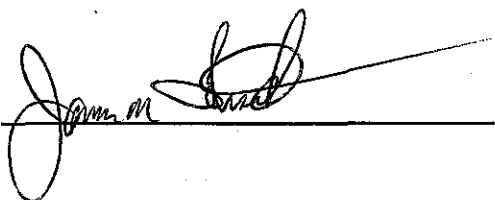
The original scale ticket shall be delivered to the seller or depositor upon receipt of each load of grain. The warehouse operator shall keep a duplicate copy as a permanent record. The scale ticket shall state specifically whether the grain is received for storage or on contract and/or sold, the price 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 #: 40603 Inbound

Anderson Seed Co., Inc.-Redfield

17284 384th Ave
Redfield, SD 57469

Ticket Date: 12/06/2011
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: James Fisher (FISJAM)
33520 108th St.
Eureka, SD 57437

Comments: ct 3987 @ \$36.50

Gross Wt:	78,540 lb	12/06/2011 01:04PM	MAN WT	TW	29.50	DrkRst	2.00
Tare Wt:	27,060 lb	12/06/2011 01:32PM	MAN WT	Moist	9.00	Scf	0.20
Net Wt:	51,480 lb			Dock	3.00	IDK	2.00
Gross Units:	514.80			%Over8	77.60	Delivery	
Shrink Units:	0.00			%Over7	81.60	Storage	
Dock Units:	15.44			Frnt Ded			
Net Units:	499.36						

Splits	Percent	Net Units	DPRStatus	Contract
James Fisher (FISJAM)	100.00%	499.36	Priced	

Remarks:

7+L

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.

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Authorized Signature:

Belda Fischer