

RECEIVED

AUG 09 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, Harrold Terminal, LLC, 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, SD

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

Scale ticket number	Date	Kind of grain	Bushels Cwt	Price	Lien Holder, N/A if no liens
988	12-19-11	Sunflower	689,26	\$31.50	N/A

Explanation of Claim:

Sunflowers were delivered to Redfield, SD on 12/19/11 at 10:46 am against contract #3880. As of today, load has not been paid to Harrold Terminal, LLC by Anderson Seed Co Inc.

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 [Signature] Date 7-30-12

Address city Harrold State SD Zip 57536

Phone # 605-875-3278

Check box if email only service is acceptable.

Email address: \_\_\_\_\_

Subscribed and sworn to me this 30<sup>th</sup> day of July 20 12

Notary Lori A. Ravnaas

County of: Hughes State of: South Dakota

My Commission Expires: Lori A. Ravnaas My Commission Expires December 9, 2016 Affix Seal:

**HARROLD TERMINAL, LLC**

P.O. BOX 64 • HARROLD, SD 57536 • PH. (605) 875-3278

UNITED STATES WAREHOUSE ACT  
GRAIN INSPECTION & WEIGHT CERTIFICATE  
(Inspection not valid for purposes of the United States Grain Standards Act)

ORIGINAL Not-Negotiable

Anderson Seed Co. Inc  
PO Box 201  
Mentor MN 56736

Weighmaster HEIDI  
Grader HEIDI  
Contract #  
Driver on? N  
Contract

100.00 %      729.80 Anderson Seed Co. Inc      30.50

Remarks 57      #1 SUNFLOWERS      OUTBOUND

Gross Wt	120180	12/19/11	09:00	Scale #1	TICKET #	0000988
Tare Wt	47200	12/19/11	08:14	Scale #1		
Net Wt	72980					

Gross CWT      729.80  
Net CWT      715.20

TEST WEIGHT 28.40    DRYING      9.80    VEHICLE ID  
SHIPPER :

FOREIGN MAT 2.00  
MOISTURE 9.80  
CLEANING 2.00

CERTIFICATION: This certificate is issued by an inspector and/or weigher licensed under the United States Warehouse Act and the Regulations thereunder. For the Harrold Terminal Elevator, Harrold, SD.

Signature of Licensed Inspector and/or Weigher

*and its shipper warrants delivery to carrier in kind, grade and quantity described which carrier shall deliver to destination shown.*

SHIPPER **HARROLD TERMINAL, LLC**

CARRIER *H Plains Ag*

LOADED BY *Heidi Westcott*

ADDRESS  
BY *Chauveur*

- 1) WHITE - Elevator Copy
- 2) YELLOW - Trucker Copy
- 3) PINK - Destination Copy
- 4) GOLDENROD - Mail Copy

CHAUFFEUR  
LICENSE NO.

# Warehouse Scale Ticket

## Ticket #: 40639 Inbound

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

17284 384th Ave  
Redfield, SD 57469

Ticket Date: 12/19/2011  
Location: Redfld  
Carrier: Grower Delivered Freight  
BL#  
Vehicle:  
Axles: 13  
Driver On? No  
Weighmaster: april  
Bin: 31  
Commodity: Sun Oil (SunOil)  
Assembly:  
Price: 0.00

Received From: Harrold Terminal, LLC (HarTer)  
P O Box 64  
Harrold, SD 57536

Comments: ct 3880 @ \$31.50

Gross Wt: 119,880 lb 12/19/2011 10:46AM MAN WT TW 27.70 DrkRst  
Tare Wt: 47,020 lb 12/19/2011 11:25AM MAN WT Moist 8.00 Scl  
Net Wt: 72,860 lb Dock 5.40 IDK  
Gross Units: 728.60 %Over8 59.80 Delivery  
Shrink Units: 0.00 %Over7 70.40 Storage  
Dock Units: 39.34 Frt Ded  
Net Units: 689.26

Splits	Percent	Net Units	DPRStatus	Contract
Harrold Terminal, LLC (HarTer)	100.00%	689.26	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: \_\_\_\_\_



**SUNFLOWER PURCHASE CONTRACT #3880**

THIS AGREEMENT entered into on **March 09, 2011** between Anderson Seed Company (ASC) and Harrold Terminal LLC.

**ADDRESS:** P.O. Box 66 **COUNTY:**  
**CITY, STATE:** Harrold, SD 56736 **SSN/TIN:**  
**HOME PHONE:** **FOB:**  
**CELL PHONE:** **EMAIL ADDRESS:**  
**FAX #:** **BROKER: ECGM**

**DELIVERY: (Even splits) Half at Oct. – Dec. 2011 and Half at Jan – April 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 **750,000** pounds at **7,500.00** cwt. of US grown edible seeds of the class to be sold are **"BLACK OILS"**
- II. ASC recommends and Grower agrees that \_\_\_ 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 **REDFIELD, SD.**
- VI. The base price will be **70% at \$32.00, 60% at \$31.75, 50% at \$31.50**, 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 hereby, 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): \_\_\_\_\_  
ASC (Buyer): \_\_\_\_\_

DATE: 3/10/11  
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: LB

cont # 3880



P.O. BOX 201  
MENTOR, MN 56736  
PHONE: 218-637-8204 FAX: 218-637-2179

**Harrold Terminal LLC**  
P. O. Box 66  
Harrold, SD 56736

**March 11, 2011**

**Harrold Terminal:**

Enclosed you will find your 2011 Sunflower contract. Please be sure to review the contract in its entirety.

We would ask that you please:

- Sign and return copies of Page 1 & 3
- Initial and return one copy of Page 2; and
- If other than the person contracted, please specify where payment should go.


An envelope has been enclosed for you to return the contract.

Please note that Anderson Seed Company, Inc. reserves the right to deem enclosed contract null and void in the event that it is not signed and returned within 10 days from the date issuance listed on the contract.

Please feel free to contact this office with any questions.

Thank you,

Best Regards

  
Stephenie Anderson  
C.O.O.