

RECEIVED

AUG 27 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, Randy & Marley Steiger, 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 located at Reid Field South Dakota

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

| Scale ticket number | Date | Kind of grain | Bushels | Price | Lien Holder, N/A if no liens |
|---------------------|----------|---------------|-----------|-------------------|------------------------------|
| 40571 | 11-16-11 | SunFlowers | 39324 lbs | 32.50 Per 100 | |
| 40563 | 11-15-11 | SunFlowers | 39739 lbs | 32.50 Per 100 | |
| 40564 | 11-15-11 | SunFlowers | 38671 lbs | 32.50 Per 100 | |
| 40570 | 11-16-11 | SunFlowers | 38357 lbs | 32.50 Per 100 lbs | |
| | | | | | |
| | | | | | |

Explanation of Claim:

Ticket #40564, #40563 #40571 75% of load to Randy & Marley
25% went to Jilek Trust.

Ticket #40570 was also a split load, this ticket is split different because 14500 lbs was split 75% Randy & Marley, 25% Jilek Trust.
the remainder of 34828.16 lbs is to be split 50% to Randy & 50% to Marley I will include slips to Explain, Jilek Trust has been paid!

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 Randy Steiger Date 7-2-11

Address city 11990 300th Ave Glenham State SD Zip 57631

Phone # (605) 762-3227

Check box if email only service is acceptable.

Email address: _____

Subscribed and sworn to me this _____ day of _____ 20____

Notary _____

County of: _____ State of: _____

My Commission Expires: _____ Affix Seal:



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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

SUNFLOWER PURCHASE CONTRACT #3858

THIS AGREEMENT entered into on February 23, 2011 between Anderson Seed Company (ASC) and Randy & Marley Steiger (Grower).

ADDRESS: 11990 300th Ave COUNTY:
CITY, STATE Glenham, SD 57631 SSN/TIN:
HOME PHONE 605-762-3227 FOB:
CELL PHONE EMAIL ADDRESS:
FAX #

DELIVERY: Half at Harvest 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 362,400 pounds at 3,624.00 cwt. of US grown edible seeds of the class to be sold are "CON OILS"
- II. ASC recommends and Grower agrees that 302 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 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 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): Randy Steiger DATE: 3-1-11
ASC (Buyer): _____ DATE: _____



ADDENDUM TO SUNFLOWER CONTRACT

302 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 15th 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 |
|-------|----------|----------|-----------------|-------------|----------------------|-------|
| 75.8 | Campbell | | Sec 8-125-77 | | Randy & Marley | |
| 76 | Campbell | | Sec 6-125-77 | | Marley Randy Clayton | |
| 80.3 | Campbell | | Sec 24-125-78 | | Randy Marley Jilek | |
| 69.9 | Campbell | | Sec 31-126-77 | | Randy Marley | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

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:

3,624.00 per cwt. will be paid on the following schedule: Completion of Delivery & 100% of contracted amount**

- A. 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 \$.20 per cwt. starting January 1st, 2012 and ending April 30th, 2012.

GROWER(S): Randy Stueger DATE: 3-1-11 BUYER (ASC): _____
 _____ DATE: _____

Warehouse Scale Ticket

Ticket #: 40564
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: 5
Driver On? No
Weighmaster: april
Bin: 26
Commodity: Con Oil (SunCon)
Assembly:
Price: 0.00

Received From: Marly Steiger (STEMAR)
29758 119th Street
Glenham, SD 57631

Comments: ct 3858 @ \$32.75

Gross Wt: 66,460 lb 11/15/2011 10:44AM MAN WT TW 27.27 DrkRst
Tare Wt: 27,080 lb 11/15/2011 10:49AM MAN WT Moist 7.30 Scl
Net Wt: 39,380 lb Dock 1.80 IDK
Gross Units: 393.80 %Over8 83.00 Delivery
Shrink Units: 0.00 %Over7 87.00 Storage
Dock Units: 7.09 Frt Ded
Net Units: 386.71

| Splits | Percent | Net Units | DPRStatus | Contract |
|------------------------|---------|-----------|-----------|----------|
| Marly Steiger (STEMAR) | 37.50% | 145.02 | Priced | |
| Randy Steiger (STERAN) | 37.50% | 145.02 | Priced | |
| Jilek Trust (JilTru) | 25.00% | 96.68 | Priced | |

\$1.60/cwt off \$32.75 for frt. split the difference between Randy + marly.

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

Marly Steiger

Warehouse Scale Ticket

Ticket #: 40563
Inbound

Anderson Seed Co., Inc.-Redfield

17284 384th Ave
Redfield, SD 57469

Ticket Date: 11/15/2011
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: Jilek Trust (JilTru)

Comments: ct 3858 @ \$32.50

| | | | | |
|----------------------------|--------------------|--------------|-------|----------|
| Gross Wt: 66,500lb | 11/15/2011 10:31AM | MAN WT TW | 27.97 | DrkRst |
| Tare Wt: 25,700lb | 11/15/2011 10:32AM | MAN WT Moist | 7.70 | Sci |
| Net Wt: 40,800lb | | Dock | 2.60 | IDK |
| Gross Units: 408.00 | | %Over8 | 78.80 | Delivery |
| Shrink Units: 0.00 | | %Over7 | 85.40 | Storage |
| Dock Units: 10.61 | | Frnt Ded | | |
| Net Units: 397.39 | | | | |

| Splits | Percent | Net Units | DPRStatus | Contract |
|------------------------|---------|-----------|-----------|----------|
| Jilek Trust (JilTru) | 25.00% | 99.35 | Priced | |
| Randy Steiger (STERAN) | 37.50% | 149.02 | Priced | |
| Marly Steiger (STEMAR) | 0.00% | 0.00 | Priced | |
| Marly Steiger (STEMAR) | 37.50% | 149.02 | Priced | |
| () | 0.00% | 0.00 | 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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WHITE - Grower Copy, YELLOW - Trucker Copy, PINK - Sample Copy, GOLDEN ROD - Anderson Seed Copy

Paula J. Steiger

Warehouse Scale Ticket

**Ticket #: 40571
Inbound**

Anderson Seed Co., Inc.-Redfield
17284 384th Ave
Redfield, SD 57469

Ticket Date: 11/16/2011
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: Randy Steiger (STERAN)
11990 300th Ave
Glenham, SD 57631

Comments: ct 3858 @ \$32.50 3 way split

| | | | |
|----------------------------|--------------------|--------------|----------------|
| Gross Wt: 66.120 lb | 11/16/2011 10:48AM | MAN WT TW | 28.74 DrkRst |
| Tare Wt: 25.580 lb | 11/16/2011 11:18AM | MAN WT Moist | 6.70 Scl |
| Net Wt: 40.540 lb | | Dock | 3.00 IDK |
| Gross Units: 405.40 | | %Over8 | 74.20 Delivery |
| Shrink Units: 0.00 | | %Over7 | 82.40 Storage |
| Dock Units: 12.16 | | Frt Ded | |
| Net Units: 393.24 | | | |

| Splits | Percent | Net Units | DPRStatus | Contract |
|------------------------|---------|-----------|-----------|----------|
| Randy Steiger (STERAN) | 37.50% | 147.47 | Priced | |
| Marly Steiger (STEMAR) | 37.50% | 147.47 | Priced | |
| Jilek Trust (JilTru) | 25.00% | 98.31 | 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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Warehouse Scale Ticket

Ticket #: 40570
Inbound

Anderson Seed Co., Inc.-Redfield

17284 384th Ave
Redfield, SD 57469

Ticket Date: 11/16/2011
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: Marly Steiger (STEMAR)
29758 119th Street
Glenham, SD 57631

Comments: ct 3858 @ \$32.50 jilek 3630 lbs

| | | | |
|----------------------------|--------------------|--------------|----------------|
| Gross Wt: 66,140lb | 11/16/2011 10:06AM | MAN WT TW | 28.55 DrkRst |
| Tare Wt: 26,840lb | 11/16/2011 10:44AM | MAN WT Moist | 7.10 Scl |
| Net Wt: 39,300lb | | Dock | 2.40 IDK |
| Gross Units: 393.00 | | %Over8 | 75.00 Delivery |
| Shrink Units: 0.00 | | %Over7 | 83.80 Storage |
| Dock Units: 9.43 | | Frt Ded | |
| Net Units: 383.57 | | | |

| Splits | Percent | Net Units | DPRStatus | Contract |
|------------------------|---------|-----------|-----------|----------|
| Marly Steiger (STEMAR) | 50.00% | 191.78 | Priced | |
| Randy Steiger (STERAN) | 50.00% | 191.78 | Priced | |
| Jilek Trust (JilTru) | 0.00% | 0.00 | Priced | |

14520 lbs Loaded From Jilek's Bin. Remainder From m+r
 2590 of 14520 = 3630 lb. Jilek's share = 9.290 = 3528.84 Net lbs
 Marly 45.490 = 17414.078 Net lbs
 Randy 45.490 = 17414.078 Net lbs

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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Marly Steiger