

PROOF OF CLAIM FOR CASH GRAIN

(Grain which is priced and sold and payment has not been made).

I, Kevin J. Thompson, 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. located at Redfield, SD

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

JUL 27 2012

RECEIVED

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
40584	11/22/11	Sunflowers	577.41	36.50	

Explanation of Claim:

Delivered product with no payment received

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 Kevin J. Thompson Date 7/23/2012  
Address city 931 Foster Dr. #1, Dickinson State ND Zip 58601  
Phone # 701-290-9367

Check box if email only service is acceptable.

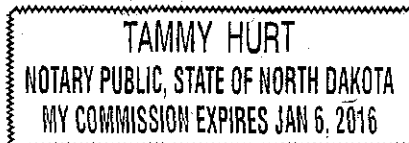
Email address: Thompson@dsufamily.com

Subscribed and sworn to me this 23rd day of July 2012

Notary Tammy Hurt

County of: Stark State of: North Dakota

My Commission Expires: 1-6-16 Affix Seal:





**REVISED 6/28/2011 - SUNFLOWER PURCHASE CONTRACT #3970**

THIS AGREEMENT entered into on May 31, 2011 between Anderson Seed Company (ASC) and Kevin Thompson, (Grower).

ADDRESS: 1461 2<sup>nd</sup> St W COUNTY:  
CITY, STATE Dickinson, ND 58601 SSN/TIN: [REDACTED]  
HOME PHONE 701-483-3700 FOB:  
CELL PHONE 701-290-9367 EMAIL ADDRESS:  
FAX #

DELIVERY: Half at Harvest and Half Jan. – March 2011

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 160,000 pounds at 1,600.00 cwt. of US grown edible seeds of the class to be sold are "CON-OILS"
- II. ASC recommends and Grower agrees that 160 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 \$36.50, 80% at \$36.25, 70% at \$36.00, 60% at \$35.75, 60% at \$35.50 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): Kevin Thompson  
ASC (Buyer): \_\_\_\_\_

DATE: 7/20/11  
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: \_\_\_\_\_

*KJ*



**ADDENDUM TO SUNFLOWER CONTRACT**

**160 ACRES @ 1,000 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
40	Bowman	Star	132N/102W - S9			100%
108.30	Slope	Cash	133N/102W - S28 + S33			100%
17.8	Bowman	Star	132N/102W - S10			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. 1,600.00 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.

GROWER(S): *Kevin J. Thompson*      DATE: 7/20/11      BUYER (ASC): \_\_\_\_\_  
 \_\_\_\_\_      DATE: \_\_\_\_\_  
 \_\_\_\_\_

# Warehouse Scale Ticket

**Ticket #: 40584**  
**Inbound**

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

17284 384th Ave  
Redfield, SD 57469

**Ticket Date:** 11/22/2011  
**Location:** Redfld  
**Carrier:** Grower Delivered Freight  
**BL#**  
**Vehicle:**  
**Axles:** 5  
**Driver On?** No  
**Weighmaster:** april  
**Bin:** 25 & 31  
**Commodity:** Sun Oil (SunOil)  
**Assembly:**  
**Price:** 0.00

**Received From:** Kevin Thompson (ThoKev)  
1461 2nd Street W  
Dickinson, ND 58601

**Comments:** ct 3970 @ \$36.00

<b>Gross Wt:</b> 95,540lb	11/22/2011 07:53AM	MAN WT TW	27.77	DrkRst	2.00
<b>Tare Wt:</b> 33,620lb	11/22/2011 08:08AM	MAN WT Moist	10.50	ScI	
<b>Net Wt:</b> 61,920lb		Dock	6.00	IDK	2.00
<b>Gross Units:</b> 619.20		%Over8	74.00	Delivery	
<b>Shrink Units:</b> 4.64		%Over7	78.00	Storage	
<b>Dock Units:</b> 37.15		Frt Ded			
<b>Net Units:</b> 577.41					

Splits	Percent	Net Units	DPRStatus	Contract
Kevin Thompson (ThoKev)	100.00%	577.41	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 #: 23406  
Inbound

Anderson Seed Co., Inc. - Durbin

4171 158 1/2 Ave SE  
Durbin, ND 58059

Ticket Date: 01/03/2012  
Location: Durbin  
Carrier: grw frt  
BL#  
Vehicle: 1  
Axles: 6  
Driver On? No  
Weighmaster: justin  
Bin: 002d  
Commodity: Sun Oil (SunOil)  
Assembly:  
Price: 35.50

Received From: Kevin Thompson (ThoKev)  
1461 2nd Street W  
Dickinson, ND 58601

Comments: 3970 35.50 grw frt

Gross Wt:	93,540lb	01/03/2012	12:01PM	MAN WT	TW	31.36	DrkRst	0.00
Tare Wt:	33,620lb	01/03/2012	12:20PM	MAN WT	Moist	8.90	ScI	0.00
Net Wt:	59,920lb				Dock	3.80	IDK	
Gross Units:	599.20				%Over8	60.00	Delivery	
Shrink Units:	0.00				%Over7	68.00	Storage	
Dock Units:	22.77				Frt Ded			
Net Units:	576.43							

Splits	Percent	Net Units	DPRStatus	Contract
Kevin Thompson (ThoKev)	100.00%	576.43	Priced	3970

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

Authorized Signature: 

# Anderson Seed Co., Inc.

16774 300th Street SE  
Mentor, MN 56736

Kevin Thompson  
1461 2nd Street W  
Dickinson, ND 58601

Date: 02/01/2012  
Customer: ThoKey

## Assembly : 12393

01/03/2012 Sun Oil (SunOil) - Anderson Seed Co., Inc. - Durbin (Durbin)

Lot	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
06	01/03	PR	100.00	3970	3.80	0.00	31.36	8.90	3.80	60.00	68.00		0.00	35.5000-0.2500		35.2500	599.20	22.77	576.43	20319.16	0.00
3970 35.50 grw ft per contract 35.25 ft																					
002D / Oils - Section B																					

s/Avg	01/03/2012				3.80	0.00	31.36	8.90	3.80	60.00	68.00		0.00	35.5000-0.2500		35.2500	599.20	22.77	576.43	20319.16	0.00
0.00																					

<u>DPR</u>	<u>Assembly Net</u>	<u>Assembly Settled</u>	<u>Assembly Remaining</u>
Priced	576.4300	576.4300	0.0000

Oils 2011 crop

<u>Element</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>
7	01/31/2012	Scale Ticket	23406	Priced	43497	576.43	35.2500	20,319.16
						576.43		20,319.16

Kevin - Thompson, Kevin

Check #: 43497

Commodity: Sun Oil

Agency(s): USDA Farm Services-Dickenson, Farm Credit Services - Mandan

Buyer(s): Kevin Thompson

<u>Invoice</u>	<u>Reference</u>	<u>Units</u>	<u>Price</u>	<u>Amount</u>	<u>Gross Amount</u>
Scale Ticket	23406	576.43	35.2500	20,319.16	20,319.16
				576.43	20,319.16
				35.2500	23.06
				20,319.16	

Element Number 1927

Settlement Date 01/31/2012

Check Amount: 20,296.10

<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>
393	Priced	100.0000	35.5000	1600.0000	446.1600	576.4300	576.4300	0.0000