

Page, Judy

From: Gary W. Schumacher <gary@wslawfirm.net>
Sent: Friday, January 26, 2018 4:08 PM
To: Page, Judy
Cc: Sher K; Todd D. Wilkinson
Subject: RE: [EXT] SD PUC paperwork for Brad Albrecht, Greg Albrecht, Jeff Albrecht, and Jon Albrecht
Attachments: doc08696020180126160344.pdf

Judy,

Please add the attached Grain Purchase Contract (00006476) to the file for Greg Albrecht. Brad Albrecht, Jeff Albrecht, and Jon Albrecht would also have had a similar Grain Purchase Contract for 2,500.00 bushels at \$9.50/bushel.

Thank you,

Gary W. Schumacher
Wilkinson & Schumacher Law Prof. L.L.C.
103 Joliet Avenue S.E.
P.O. Box 29
De Smet, South Dakota 57231-0029
(605) 854-3378 telephone
(605) 854-9006 facsimile
gary@wslawfirm.net

From: Gary W. Schumacher
Sent: Friday, January 26, 2018 1:32 PM
To: 'Page, Judy' <Judy.Page@state.sd.us>
Cc: 'Sher K' <4kerstings@gmail.com>; Todd D. Wilkinson <todd@wslawfirm.net>
Subject: SD PUC paperwork for Brad Albrecht, Greg Albrecht, Jeff Albrecht, and Jon Albrecht

Judy,

Please add the attached Grain Purchase Contract to the files for Brad Albrecht, Greg Albrecht, Jeff Albrecht, and Jon Albrecht.

Thank you,

Gary W. Schumacher
Wilkinson & Schumacher Law Prof. L.L.C.
103 Joliet Avenue S.E.
P.O. Box 29
De Smet, South Dakota 57231-0029
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(605) 854-9006 facsimile
gary@wslawfirm.net

From: Sher K [<mailto:4kerstings@gmail.com>]
Sent: Friday, January 26, 2018 1:18 PM
To: Gary W. Schumacher <gary@wslawfirm.net>
Subject: Albrecht

Gary: Here's a copy of the additional Purchase Contract each of the brothers should have received (5000 bu x \$3.08 x 4). Let me know if you have questions. Thanks! Sherrie

Please sign and return a copy of contract within 10 days. You may keep the other for your records. Thank you!

H&I Grain of Hetland, Inc
205 Main Ave
Hetland, SD 57212
605-983-3211

Contract No.: 00006476

**CONTRACT MUST BE
SIGNED & RETURNED
PRIOR TO PAYMENT**

GRAIN PURCHASE CONTRACT

Today's Date: 01/20/2017

Contract Date: 01/20/2017

Bought From: GREG ALBRECHT
21692 435TH AVE
DESMET, SD 57231
Commodity: US #1 Yellow Soybeans
Quantity: 2,500.00 BU
Price: \$ 9.5000

Begin / End Delivery: 10/31/2017
Destination:
Crop Year: 2017
Comments:

Buyer agrees to buy and Seller agrees to sell and deliver to buyer free from liens and incumbrances between delivery dates, 2,500.00 bushels of US #1 Yellow Soybeans at \$9.5000 per bushel, to be cleaned, sound and dry, and to grade based on buyer's weights and grades. All deliveries made under this contract shall be of the grade and quality specified herein. Buyer reserves the right to reject individual shipments not complying with this provision. Refusal by the buyer to accept delivery of grain for this reason shall not release the Seller from this contract.

All grain delivered under this contract shall be of merchantable quality, unadulterated, and unrestricted from movement in interstate commerce within the meaning of the Federal Food, Drug and Cosmetic Act, Environmental Protection Agency tolerances, the U.S. Grain Standards Act, and Applicable state law.

Disclosure of Varieties and Applicable Discounts for Certain Varieties: The seller has an affirmative obligation to disclose to the buyer the variety of any commodity delivered under this contract. The seller acknowledges that the marketability of a commodity delivered under this contract could be impaired because of restrictions on the sale of commodities produced from certain varieties (e.g. crops produced from genetically modified seeds) from time to time in various domestic and world markets, in such a case, the seller delivering commodity under this contract is subject to the then-prevailing market discounts at the facility where the commodity is delivered.

If any security interests in the grain arise and are made known to the buyer through notification prior to delivery of the grain, acceptance of the grain in fulfillment of this contract shall be at the option of the buyer. Any lien notification(s) received by the buyer prior to the delivery of, or payment for, the grain may be honored by the buyer.

Acceptance of deliveries not meeting the contract grade and quality shall be at the options of the buyer. If the buyer elects to accept such deliveries not meeting the contract grade and quality, market scale discounts and premiums at the time of delivery will apply, unless otherwise specified in writing.

All deliveries made under this contract shall be for the quantity specified herein. If the seller finds he will not be able to complete delivery of the contracted quantity, it shall be the duty of the seller to advise the buyer at once. The buyer, whom so notified, shall by the close of the next market day elect either to: a) Agree with the seller upon an extension of the time for delivery; or b) After having given notice to the seller to complete the contract, the buyer, or the exercise of due diligence, will buy-in for the account of the seller the defaulted portion of the contract at the difference between the contract price and the replacement cost based on the close of market the next market day.

The Buyer has the right, without penalty, to delay the time for accepting delivery and making payment under this contract if such delay is caused by government regulation or action, labor strikes riots, insurrection, freight embargoes or transportation delays. It shall be the duty of the buyer to accept delivery and make payment under this contract as soon as practical after the cause of delay has ceased.

Except as otherwise expressly provided herein, this contract shall be subject to the National Grain and Feed Association's Trade and Arbitration Rules applicable on the date this purchase contract is signed. (NGFA Trade & Arbitration rules are available upon request.)

Any increase in applicable freight rates effect before fulfillment hereof to be for sellers account.

This contract shall represent the final, complete and exclusive statement of agreement between the parties and may not be modified, supplemented or waived, except in writing signed by both parties.

By signature of Seller to this purchase contract, Seller accepts and agrees to the above stated terms as legal and binding.

Please sign in duplicate and return one copy. Failure to advise us within 10 days of receipt of this confirmation will be understood by us as an acceptance of these terms.

Signature of Authorized Representative: _____

Stacy Kruse

(Buyer)

Date: _____

1-20-17

Contract Accepted by: _____

(Seller)

Date: _____