

PROOF OF CLAIM FOR CASH GRAIN

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

I, Dorothy A. Bryant, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for H & I Grain of Hetland with locations in Hetland, De Smet and Arlington SD.

Check this box and proceed to the signature line if you are in agreement with staff findings with respect to your bond claim.

Below are the loads delivered for cash sale which were not paid for: *Attach additional paper if necessary*

Scale ticket number	Date	Kind of grain	Bushels	Price	Lien Holder, N/A if no liens
Copies of scale tickets are in my home office in Fresno CA. These can be sent later if still required.					

Explanation of Claim: *Attach additional paper if necessary*

Enclosed are two "grain purchase" contracts - one for 18,496.62 bushels of corn, and one for 5,664.71 bushels of beans sold 5/31/17. To date, no money has been 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 Dorothy A. Bryant Date 10/20/17

Address city P.O. Box 382 ARLINGTON State SD Zip 57212  
winter address: 722 W. Paul FRESNO CA 93704  
Phone # 559-349-6331

Check box if email only service is acceptable Email address: \_\_\_\_\_

Subscribed and sworn to me this 20<sup>th</sup> day of October 20 17

Notary Dita Liljequist

County of: Kingsbury State of: South Dakota

My Commission Expires: 6-4-2021 Affix Seal:

**RECEIVED**  
OCT 23 2017  
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION



*for phone for postmark*

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

Contract No.: 00006705

**GRAIN PURCHASE CONTRACT**

Today's Date: 05/31/2017

Contract Date: 05/31/2017

Bought From: DOROTHY BRYANT  
P.O. BOX 382  
ARLINGTON, SD 57212  
Commodity: US #2 Yellow Corn  
Quantity: 18,496.62 BU  
Price: \$ 3.0700

Begin / End Delivery: 05/31/2017  
Destination:  
Crop Year: 2016  
Comments:

Buyer agrees to buy and Seller agrees to sell and deliver to buyer free from liens and incumbrances between delivery dates, 18,496.62 bushels of US #2 Yellow Corn at \$3.0700 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 Khese*

(Buyer)

Date: 5-31-17

Contract Accepted by:

*Dorothy A Bryant*

(Seller)

Date: 5/31/17

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

Contract No.: 00006706

### GRAIN PURCHASE CONTRACT

Today's Date: 05/31/2017

Contract Date: 05/31/2017

Bought From: DOROTHY BRYANT  
P.O. BOX 382  
ARLINGTON, SD 57212  
Commodity: US #1 Yellow Soybeans  
Quantity: 5,664.71 BU  
Price: \$ 8.1800

Begin / End Delivery: 05/31/2017  
Destination:  
Crop Year: 2016  
Comments:

Buyer agrees to buy and Seller agrees to sell and deliver to buyer free from liens and incumbrances between delivery dates, 5,664.71 bushels of US #1 Yellow Soybeans at \$8.1800 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.

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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: Stanley Khuse (Buyer)

Date: 5/31/17

Contract Accepted by: Dorothy Bryant (Seller)

Date: 5/31/17