

RECEIVED

JAN 08 2018

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

PROOF OF CLAIM FOR CASH GRAIN (Grain which is priced and sold and payment has not been made).

I, Chad Murphy, 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

Table with 6 columns: Scale ticket number, Date, Kind of grain, Bushels, Price, Lien Holder, N/A if no liens. The table is currently empty.

Explanation of Claim: Attach additional paper if necessary

See Contracts

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 1-3-18

Address city 45161 211th St. Arlington State SD Zip 57212

Phone # 605-203-1387

Check box if email only service is acceptable Email address:

Subscribed and sworn to me this (1/3/18) Third day of January 20 18

Notary Sheila M Lavo

County of: Kingsbury State of: South Dakota

My Commission Expires: 4/7/2020 Affix Seal:



## Page, Judy

---

**From:** Chad Murphy <cmf1387@yahoo.com>  
**Sent:** Tuesday, December 12, 2017 2:18 PM  
**To:** Page, Judy  
**Subject:** [EXT] H & I grain contracts  
**Attachments:** H & I grain contracts.pdf

Here are grain contracts from H & I grain that we feel should qualify to collect on the bond. Any questions please call Catherine or myself

Murphy Farms Chad and Catherine Murphy (605) 203-1577 Catherine, 203-1387 Chad

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

Contract No.: 00006716

### GRAIN PURCHASE CONTRACT

Today's Date: 06/09/2017

Contract Date: 06/08/2017

Bought From: CHAD MURPHY  
45161 211TH ST  
ARLINGTON, SD 57212  
Commodity: US #2 Yellow Corn  
Quantity: 100,000.00 BU  
Price: \$ 3.2700

Begin / End Delivery: 06/30/2017  
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, 100,000.00 bushels of US #2 Yellow Corn at \$3.2700 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:



(Buyer)

Date: \_\_\_\_\_

Contract Accepted by:



(Seller)

Date: \_\_\_\_\_

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

Contract No.: 00006708

### GRAIN PURCHASE CONTRACT

Today's Date: 06/02/2017

Contract Date: 06/01/2017

Bought From: CHAD MURPHY  
45161 211TH ST  
ARLINGTON, SD 57212

Begin / End Delivery: 06/30/2017

Destination:  
Crop Year: 2016

Commodity: US #2 Yellow Corn  
Quantity: 10,000.00 BU  
Price: \$ 3.8200

Comments:

Buyer agrees to buy and Seller agrees to sell and deliver to buyer free from liens and incumbrances between delivery dates, 10,000.00 bushels of US #2 Yellow Corn at \$3.8200 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:

James S. Jensen (Buyer)

Date: 6-2-17

Contract Accepted by:

[Signature] (Seller)

Date: \_\_\_\_\_

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

Contract No.: 00006710

### GRAIN PURCHASE CONTRACT

Today's Date: 06/02/2017

Contract Date: 06/01/2017

Bought From: CHAD MURPHY  
45161 211TH ST  
ARLINGTON, SD 57212

Begin / End Delivery: 06/30/2017

Destination:  
Crop Year: 2016

Commodity: US #2 Yellow Corn  
Quantity: 10,000.00 BU  
Price: \$ 3.6700

Comments:

Buyer agrees to buy and Seller agrees to sell and deliver to buyer free from liens and incumbrances between delivery dates, 10,000.00 bushels of US #2 Yellow Corn at \$3.6700 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:

Tammy Stiles (Buyer)

Date: 6-2-17

Contract Accepted by:

[Signature] (Seller)

Date: \_\_\_\_\_

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

Contract No.: 00006709

### GRAIN PURCHASE CONTRACT

Today's Date: 06/02/2017

Contract Date: 06/01/2017

Bought From: CHAD MURPHY  
45161 211TH ST  
ARLINGTON, SD 57212  
Commodity: US #2 Yellow Corn  
Quantity: 10,000.00 BU  
Price: \$ 3.8700

Begin / End Delivery: 06/30/2017  
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, 10,000.00 bushels of US #2 Yellow Corn at \$3.8700 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: Jambi Stenzen (Buyer)

Date: 6-2-17

Contract Accepted by: \_\_\_\_\_ (Seller)

Date: \_\_\_\_\_

**CHAD MURPHY**  
45161 211<sup>TH</sup> ST.  
ARLINGTON, SD 57212

The Public Utilities Commission has reviewed the records of the Licensee and determined the following totals for the potential claimant:

	CORN	SOYBEANS
<b>TOTAL UNPAID BUSHELS</b>	<b>249900.66</b>	--
VCS BUSHELS*	249900.66	--
OPEN TICKET BUSHELS	--	--
<b>TOTAL DOLLARS</b>	--	--
VCS DOLLARS*	--	--
OPEN TICKET DOLLARS	--	--

Staff has determined your eligible claim is for 0 bushels, totaling \$0.

\*Bushels and dollars determined to be on or from a Voluntary Credit Sale contract (Price Later or Deferred Payment) are ineligible for claim against the bond, per SDCL 49-45-9.