

RECEIVED

SEP 27 2017

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

PROOF OF CLAIM FOR CASH GRAIN

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

I, Paul Olson, 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 (Net)	Price HTA 3.90 Dec. Futures	Lien Holder, N/A if no liens
00H19850	11/3/16	Corn	1108.95	HTA 3.90 Dec.	None
00H19854	11/3/16	Corn	1131.11	HTA 3.90 Dec.	None
00H19864	11/3/16	Corn	1085.65	HTA 3.90 Dec.	None
00H19870	11/3/16	Corn	1130.38	HTA 3.90 Dec.	None
00H19917	11/4/16	Corn	1101.60	HTA 3.90 Dec.	None
00H19925	11/4/16	Corn	1032.93	HTA 3.90 Dec.	None
00H19949	11/4/16	Corn	1048.58	HTA 3.90 Dec.	None
00H19988	11/5/16	Corn	904.09	HTA 3.90 Dec.	None
TOTAL			8543.29 Bu		

Explanation of Claim: Attach additional paper if necessary

I believe the 10,000 bu HTA Contract # 00005292 issued by H&I grain should be covered under their surety bond. This was not a voluntary credit sale contract. I would consider this grain to be an open ticket. Find enclosed a copy of the contract. I do agree to the total bu delivered. 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 Paul A Olson Date 9/26/17

Address city 209545th Hwy 25 DeSmet State SD Zip 57231

Phone # 605-860-8180

Check box if email only service is acceptable Email address: _____

Subscribed and sworn to me this 26 day of September 20 17

Notary JASON BASZLEN

County of: Kingsbury State of: South Dakota

My Commission Expires: 12/21/2017 Affix Seal:



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Scale ticket number	Date	Kind of grain	Bushels Net	Price HTA	Lien Holder, N/A if no liens
DOH20120	11/10/16	corn	1011.57	3.90	Dec Futures None
DOH20125	11/10/16	corn	558.59	3.90	Dec. Futures None
		TOTAL	1570.16 bu		
		TOTAL	10,113.45 bu.		
		Cash TOTAL	117.45 bu		

Explanation of Claim: *Attach additional paper if necessary*

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 Paul Olson Date 9/26/17

Address city 20954 SD Hwy 25 De Smet State SD. Zip 57231

Phone # 605-860-8180

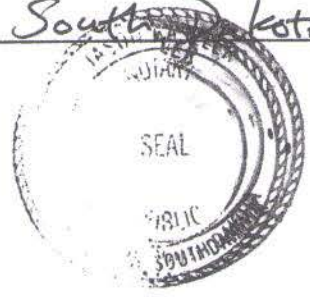
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Notary JASON BASSEN

County of: Kingsbury State of: South Dakota

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PAUL OLSON
20954 HWY 25
DESMET, SD 57231

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

	CORN	SOYBEANS
TOTAL UNPAID BUSHELS	10113.45	--
VCS BUSHELS*	10113.45	--
OPEN TICKET BUSHELS	--	--
TOTAL DOLLARS	--	--
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.

Hedge to Arrive Purchase Contract

Contract No. 00005292

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

Contract Date: 04/28/2016

CONTRACT MUST BE
SIGNED & RETURNED
PRIOR TO PAYMENT

Today's Date: 04/28/2016

Seller: PAUL OLSON
Address: 20954 HWY 25
DESMET, SD 57231

Delivery Location: H&I GRAIN
Grades to Govern: Destination
Weights to Govern: Destination

Commodity: US #2 Yellow Corn
Quantity: 10,000.00
CBOT Futures Month: November, 2016
Initial Futures Price: \$ 3.9000
Set Basis By:

Delivery Period: 11/30/16
Delivered From:
Service Charge:
Rolling Fee:

- (1) Pricing Deadline: Seller has the right and obligation to elect the date on which basis is established provided that such election is made before the expiration of the pricing deadline set forth above. Seller may only exercise its right to fix the basis by actual notification to Buyer during actively trading daytime session of the futures exchange referenced in the contract. If Seller fails to fix the basis by the pricing deadline, the Buyer has the right to fix the basis on the next business day following the pricing deadline. Any basis established by the Buyer shall then be used to determine the final cash price due the Seller.
- (2) Seller's Obligation to Provide Cash Performance Guarantee(s): Seller acknowledges that it has the obligation to provide Buyer, at Buyer's request, assurances that it will perform and make timely delivery of the commodity set forth in this contract, including request for cash deposits paid to Buyer. Such cash deposits not to exceed the then-current market value for a commodity of like kind and delivery period minus the then-contract value as determined by the Buyer.
- (3) Disclosure of varieties and applicable discounts for certain varieties: The Seller has an affirmative obligation to disclose to the Buyer the variety or 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 case, the Seller delivering commodity under this contract is subject to the then-prevailing market discounts at the facility where the commodity is delivered.
- (4) Grade and quality specifications and discounts: The Quality of commodity delivered under this contract shall be determined at the time of delivery, with the weights and grades at the destination location to govern. Seller is obligated to deliver the grade and quality specified in this contract. Buyer reserves the right to reject individual shipments not complying with the contract terms. If the Buyer elects to accept deliveries not meeting the contract grade and quality, the scale of discounts and premiums at time of delivery shall apply, unless otherwise specified in writing. Refusal of the Buyer to accept delivery of commodities not meeting this contract's terms shall not release Seller from this contract.
- (5) Title/Liens/Offsets: Seller warrants and represents that the grain delivered under this contract shall be free and clear of all liens and encumbrances and that good and clear title to the commodity is being conveyed to Buyer. If any security interest or other liens are made known to or discovered by Buyer prior to the delivery of the commodity, acceptance of the commodity shall be at the option of the Buyer. The Seller expressly agrees that the Buyer has the right to issue multiple party checks for payment of the commodity should the Buyer have any reason to believe that any third party has or may assert a lien or encumbrance against the commodity delivered under this contract. Buyer shall also have the right to offset any monies otherwise payable to Seller against debts or charges due Buyer from Seller.
- (6) NGFA Arbitration of Disputes: The parties to this contract agree that the sole remedy for resolution of any and all disagreements or disputes arising under this contract shall be through arbitration proceedings before the National Grain and Feed Association (NGFA) pursuant to the NGFA Arbitration Rules. The decision and award determined through such arbitration shall be final and binding upon the Buyer and Seller. Judgement upon the arbitration award may be entered and enforced in any court having jurisdiction thereof. (Copies of the NGFA Arbitration Rules are available upon request; or by contacting the National Grain and Feed Association, 1250 Eye St., N.W., Suite 1003, Washington, D.C. 20005-3922.
- (7) Title to the grain passes to buyer upon delivery.
- (8) The parties and / or their authorized representatives set forth their agreement to the terms of this contract:

Seller: 
Date: _____

Buyer: 
Date: 4/28/16