

RECEIVED

AUG 10 2012

PROOF OF CLAIM FOR CASH GRAIN

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

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

I, Duane Nieuwsma Dale Nieuwsma, 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 Company located at Redfield, S.D.

Listed below are the loads delivered which were not paid for:

Scale ticket number	Date	Kind of grain	Bushels Units	Price	Lien Holder, N/A if no liens
40471	10-19-11	Conoil	683.58	32.25	N A
40476	10-20-11	Conoil	708.88	32.75	
40478	10-20-11	Conoil	607.15	32.50	
40482	10-21-11	Conoil	642.30	32.75	
40562	11-15-11	Conoil	650.30	32.75	
<b>Total</b>			<b>3292.33</b>		<b>\$107,352.83</b>

Anderson Pch → \$32,514.96

Explanation of Claim:

TOTAL Remaining → \$74,837.87

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 Dale Nieuwsma Date 8-6-12

Address city 9990 Hwy 83-Hague State ND Zip 58542

Phone # 701-336-2643

Check box if email only service is acceptable.

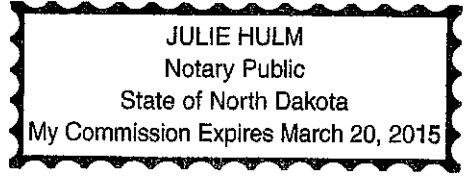
Email address: dklbek@bektel.com

Subscribed and sworn to me this 6<sup>th</sup> day of August 20 12

Notary Julie Hulm

County of: Emmons State of: ND

My Commission Expires: 3-20-15 Affix Seal:



Summary

Ticket #	Net Units	Price	
① 40411	683.58	\$32.25	\$ 22045.4
② 40476	708.88	\$ 32.75	23 215.80
③ 40478	607.15	\$ 32.50	19 732.38
④ 40482	642.42	\$ 32.50	21,060.18
⑤ 40562	650.30	32.75	21,299.02
<b>Total</b>	<b>3292.33</b>		<b>107352.83</b>

Check # Paid			
① 43293	616.50	32.50	20,014.36
② 43420	385.05	32.51	12,500.60
<b>Total Remaining</b>	<b>2290.78</b>		<b>\$ 74,837.87</b>

Duane Nieuwsma  
 9950 14 Ave. SE  
 Herreid, South Dakota.  
 57632

Dale Nieuwsma (Contact Person)  
 9990 Hwy 83  
 Hague, ND 58542  
 1-701-336-2643

Warehouse Scale Ticket

Ticket #: 40471  
Inbound

Anderson Seed Co., Inc.-Redfield

17284 384th Ave  
Redfield, SD 57469

Ticket Date: 10/19/2011  
Location: Redfld  
Carrier: Grower Delivered Freight  
BL#  
Vehicle:  
Axles: 8  
Driver On? No  
Weighmaster: april  
Bin: 26  
Commodity: Con Oil (SunCon)  
Assembly:  
Price: 0.00

Received From: Duane and Dale Nieuwsma (NieDuD)  
9950 14 Ave SE  
Herreid, SD 57632

Comments: ct3860 rate \$92.25

Gross Wt:	112,540 lb	10/19/2011 12:14PM	MAN WT TW	29.48	DrkRst	0.00
Tare Wt:	40,280 lb	10/19/2011 01:03PM	MAN WT Moist	6.70	Sci	0.20
Net Wt:	72,260 lb		Dock	5.40	IDK	2.00
Gross Units:	722.60		%Over8	69.20	Delivery	
Shrink Units:	0.00		%Over7	79.80	Storage	
Dock Units:	39.02		Frnt Ded			
Net Units:	683.58					

Splits	Percent	Net Units	DPRStatus	Contract
Duane and Dale Nieuwsma (NieDuD)	100.00%	683.58	Priced	

Remarks:

Warehouse Scale Ticket

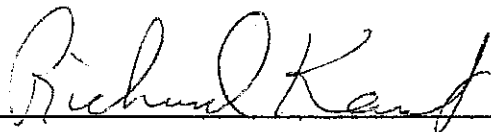
The original scale ticket shall be delivered to the seller or depositor upon receipt of each load of grain. The warehouse operator shall keep a duplicate copy as a permanent record. The scale ticket shall state specifically whether the grain is received for storage or on contract and/or sold, the price 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.

NOTE: Credit contract sales including deferred payment and price later contract sales are not covered by the grain buyers bond.

THIS IS 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 #: 40476  
Inbound

Anderson Seed Co., Inc.-Redfield

17284 384th Ave  
Redfield, SD 57469

Ticket Date: 10/20/2011  
Location: Redfld  
Carrier: Grower Delivered Freight  
BL#  
Vehicle:  
Axles: 7  
Driver On? No  
Weighmaster: april  
Bin: 26  
Commodity: Con Oil (SunCon)  
Assembly:  
Price: 0.00

Received From: Duane and Dale Nieuwsma (NieDuD)  
9950 14 Ave SE  
Herreid, SD 57632

Comments: ct 3860 @ \$32.75

Gross Wt:	113,580lb	10/20/2011 07:56AM	MAN WT TW	28.82	DrkRst
Tare Wt:	40,500lb	10/20/2011 08:27AM	MAN WT Moist	7.30	ScI
Net Wt:	73,080lb		Dock	3.00	IDK
Gross Units:	730.80		%Over8	80.00	Delivery
Shrink Units:	0.00		%Over7	83.40	Storage
Dock Units:	21.92		Frt Ded		
Net Units:	708.88				

Splits	Percent	Net Units	DPRStatus	Contract
Duane and Dale Nieuwsma (NieDuD)	100.00%	708.88	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.

TICE: Credit contract sales including deferred payment and price later contract sales are not covered by the grain buyers bond.

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WHITE - Grower Copy, YELLOW - Trucker Copy, PINK - Sample Copy, GOLDEN ROD - Anderson Seed Copy

Authorized Signature:





Warehouse Scale Ticket

Anderson Seed Co., Inc.-Redfield

17284 384th Ave  
Redfield, SD 57469

Ticket #: 40478  
Inbound

Ticket Date: 10/20/2011  
Location: Redfld  
Carrier: Grower Delivered Freight  
BL#  
Vehicle:  
Axles: 7  
Driver On? No  
Weighmaster: april  
Bin: 26  
Commodity: Con Oil (SunCon)  
Assembly:  
Price: 0.00

Received From: Duane and Dale Nieuwsma (NieDuD)  
9950 14<sup>th</sup> AVE SE  
Herreid, SD 57632

Comments: ct 3860 @ \$32.50

Gross Wt: 107,020lb 10/20/2011 02:17PM MAN WT TW 27.98 DrkRst  
Tare Wt: 40,300lb 10/20/2011 03:07PM MAN WT Moist 8.10 Scl  
Net Wt: 66,720lb Dock 9.00 IDK  
Gross Units: 667.20 %Over8 70.40 Delivery  
Shrink Units: 0.00 %Over7 74.40 Storage  
Dock Units: 60.05 Frt Ded  
Net Units: 607.15

Splits	Percent	Net Units	DPRStatus	Contract
Duane and Dale Nieuwsma (NieDuD)	100.00%	607.15	Priced	

marks: \_\_\_\_\_

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 in 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.

NOTE: Credit contract sales including deferred payment and price later contract sales are not covered by the grain buyers bond.

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GREEN - Grower Copy, YELLOW - Trucker Copy, PINK - Sample Copy, GOLDEN ROD - Anderson Seed Copy

Authorized Signature: Reik Kant

45

# Warehouse Scale Ticket

Ticket #: **40482**  
Inbound

## Anderson Seed Co., Inc.-Redfield

7284 384th Ave  
Redfield, SD 57469

Ticket Date: 10/21/2011  
Location: Redfld  
Carrier: Grower Frieght  
BL#  
Vehicle:  
Axles: 8  
Driver On? No  
Weighmaster: Coreen  
Bin: 26  
Commodity: Con Oil (SunCon)  
Assembly:  
Price: 0.00

Received From: Duane and Dale Nieuwsma (NieDuD)  
9950 ~~4~~ Ave SE  
Herreid, SD 57632

Comments: ct 3860 rate \$32.50

Gross Wt:	107,520 lb	10/21/2011 12:06PM	MAN WT TW	27.94	DrkRst	0.00
Tare Wt:	40,180 lb	10/21/2011 12:43PM	MAN WT Moist	7.80	Scl	0.00
Net Wt:	67,340 lb		Dock	4.60	IDK	2.00
Gross Units:	673.40		%Over8	74.60	Delivery	
Shrink Units:	0.00		%Over7	80.40	Storage	
Dock Units:	30.98		Fri Ded			
Net Units:	642.42					

Splits	Percent	Net Units	DPRStatus	Contract
Duane and Dale Nieuwsma (NieDuD)	100.00%	642.42	Priced	3860

6 16.50  
6 50.30

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.

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WHITE - Grower Copy, YELLOW - Trucker Copy, PINK - Sample Copy, GOLDEN ROD - Anderson Seed Copy

Authorized Signature:

*Rick Kant*



# Warehouse Scale Ticket

**Ticket #: 40562**  
**Inbound**

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

17284 384th Ave  
Redfield, SD 57469

Ticket Date: 11/15/2011  
Location: Redfld  
Carrier: Grower Delivered Freight  
BL#  
Vehicle:  
Axles: 9  
Driver On? No  
Weighmaster: april  
Bin: 26  
Commodity: Con Oil (SunCon)  
Assembly:  
Price: 0.00

Received From: *Duane + Dale Nieuwsma*  
9950 *14* Ave SE *NieDuD*  
Herreid, SD 57632

Comments: ct 3859 @ \$32.7526

Gross Wt: 107,620 lb 11/15/2011 07:59AM MAN WT TW 26.71 DrkRst  
Tare Wt: 40,440 lb 11/15/2011 08:36AM MAN WT Moist 8.60 Sci  
Net Wt: 67,180 lb Dock 3.20 IDK  
Gross Units: 671.80 %Over8 85.00 Delivery  
Shrink Units: 0.00 %Over7 87.40 Storage  
Dock Units: 21.50 Frt Ded  
Net Units: 650.30

Splits	Percent	Net Units	DPRStatus	Contract
<i>Duane + Dale Nieuwsma. NieDuD</i>	100.00%	650.30	Priced	

Remarks:

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### 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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Authorized Signature: *Rick Kent*

# Anderson Seed Co., Inc.

16774 300th Street SE  
Mentor, MN 56736

Duane and Dale Nieuwsma  
9950 13th Ave SE  
Herreid, SD 57632

Date: 10/26/2011  
Customer: NieDuD

## Assembly : 12280

10/19/2011 Con Oil (SunCon) - Anderson Seed Co., Inc.-Redfield (Redfld)

Ticket	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
40471 ✓	10/19	PR	100.00	3860	5.40	0.00	29.48	6.70	5.40	69.20	79.80		0.00	33.0000	0.7500	32.2500	722.60	39.02	683.58	22045.46	0.00
ct3860 rate \$32.25																					
026R-C / Raw Con Oils - Redfield																					
40476 ✓	10/20	PR	100.00	3860	3.00	0.00	28.82	7.30	3.00	80.00	83.40			33.0000	0.2500	32.7500	730.80	21.92	708.88	23215.82	0.00
ct 3860 @ \$32.75																					
026R-C / Raw Con Oils - Redfield																					
40478 ✓	10/20	PR	100.00	3860	9.00	0.00	27.98	8.10	9.00	70.40	74.40			33.0000	0.5000	32.5000	667.20	60.05	607.15	19732.38	0.00
ct 3860 @ \$32.50																					
026R-C / Raw Con Oils - Redfield																					
40482 ✓	10/21	PR	100.00	3860	4.60	0.00	27.94	7.80	4.60	74.60	80.40		0.00	33.0000	0.5000	32.5000	419.70	19.31	400.39	13012.68	0.00
ct 3860 rate \$32.50																					
026R-C / Raw Con Oils - Redfield																					
40482 ✓	10/21	PR	100.00		4.60	0.00	27.94	7.80	4.60	74.60	80.40		0.00	33.7500	0.5000	33.2500	253.70	11.67	242.03	8047.50	0.00
ct 3860 rate \$32.50																					
026R-C / Raw Con Oils - Redfield																					
<b>Tots/Avg</b>	10/19/2011				5.44	0.00	28.58	7.46	5.44	73.61	79.60		0.00	33.0681	0.4993	32.5688	2794.00	151.97	2642.03	86053.82	0.00
							0.10	2.00													

	<u>DPR</u>	<u>Assembly</u>	<u>Assembly</u>	<u>Assembly</u>
Con Oils 2011 crop	Priced	Net	Settled	Remaining
		2,642.0300	1,392.4600	1,249.5700

86053.82  
21299.02  

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107352.89  
53.676.42



# Anderson Seed Co., Inc.

16774 300th Street SE  
Mentor, MN 56736

Duane and Dale Nieuwsma  
9950 13th Ave SE  
Herreid, SD 57632

Date: 10/26/2011  
Customer: NieDuD

<u>Settlement</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>
249	11/20/2011	Scale Ticket	40471	Priced - Not Paid	144	683.58	32.2500	22,045.46
249	11/20/2011	Scale Ticket	40476	Priced - Not Paid	144	708.88	32.7500	23,215.82
						1,392.46		45,261.28

<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>
12280	Priced	100.0000	3860	2400.0000	0.0000	2400.0000	1392.4600	1007.5400
12280	Priced	0.0000				242.0300	0.0000	242.0300

<p>Total</p> <p>107,352.83</p> <p>20014.36</p> <hr style="border: 1px solid black;"/> <p>87338.47</p> <p>12500.60</p> <hr style="border: 1px solid black;"/> <p>74837.87</p>	<p>Half</p> <p>53,676.42</p> <hr style="border: 1px solid black;"/> <p>37,918.94</p>
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NieDuD - Nieuwsma, Duane and Dale Check #: 43293 Date Printed: December 23, 2011 at 12:16 PM

Source	Reference	Units	Price	Amount
Priced - Not Paid	144	616.5000	32.5045	\$20,039.02
		<b>616.5000</b>	<b>32.5045</b>	<b>\$20,039.02</b>

Commodity: Con Oil  
Gross Amount: \$20,039.02  
SD Sunflower Tax: 24.66 D

Settlement Number: 425

Settlement Date: 12/23/2011

Check Amount:

\$20,014.36

ANDERSON SEED CO., INC.

NieDuD - Nieuwsma, Duane and Dale Check #: 43420 Date Printed: January 20, 2012 at 1:06 PM

43420

Source	Reference	Units	Price	Amount
Priced - Not Paid	144	385.0500	32.5046	\$12,516.00
		<b>385.0500</b>	<b>32.5049</b>	<b>\$12,516.00</b>

Commodity: Con Oil  
Gross Amount: \$12,516.00  
SD Sunflower Tax: 15.40 D

Settlement Number: 473

Settlement Date: 01/20/2012

Check Amount:

\$12,500.60



**ADDENDUM TO SUNFLOWER CONTRACT**

200 ACRES @ 1,200,000 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
70	Emmons	130-76			Duane Newsma	50%
80	Emmons	129-75	NW 3-6			
120	Emmons	129-75	SE 4-31			
					Dale Newsma	
					9990 Hwy 83	50%
					Hague, ND, 58542	

**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:**

2,400.00 per cwt. will be paid on the following schedule: Completion of Delivery & 100% of contracted amount\*\*

- A. 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.

**Storage rate is \$.20 per cwt. starting Jan. 1<sup>st</sup>, 2012 and ending March 30<sup>th</sup>, 2012.**

GROWER(S): Duane Newsma DATE: 3-1-11 BUYER (ASC): \_\_\_\_\_  
Dale Newsma DATE: 3-1-11



**SUNFLOWER PURCHASE CONTRACT #3860**

THIS AGREEMENT entered into on February 23, 2011 between Anderson Seed Company (ASC) and Duane & Dale Nieuwsma (Grower).

ADDRESS: 9950 14<sup>th</sup> Ave SE COUNTY:  
CITY, STATE Herreid, SD 57632 SSN/TIN:  
HOME PHONE FOB:  
CELL PHONE 701-336-7702 EMAIL ADDRESS:  
FAX #

DELIVERY: Half at Harvest and Half at Jan. - March 30<sup>th</sup>, 2012 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 240,000 pounds at 2,400.00 cwt. of US grown edible seeds of the class to be sold are "CON OILS"
- II. ASC recommends and Grower agrees that 200 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 DURBIN, ND OR REDFIELD, SD.
- VI. The base price will be 90% at \$33.00, 80% at \$32.75, 70% at \$32.50, 60% at \$32.25, 50% at \$32.00 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): Duane & Dale Nieuwsma  
ASC (Buyer): \_\_\_\_\_

DATE: 3-1-11  
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: DN  
DN

# Anderson Seed Co., Inc.

16774 300th Street SE  
Mentor, MN 56736

Duane and Dale Nieuwsma  
9950 13th Ave SE  
Herreid, SD 57632

Date: 10/26/2011  
Customer: NieDuD

## Assembly : 12280

10/19/2011 Con Oil (SunCon) - Anderson Seed Co., Inc.-Redfield (Redfid)

Ticket	Date	DPR	Split	Contract	Dock %	Shrk %	TW	Moist	Dock Delivery	%Over8 Storage	%Over7	Frt Ded	DrkRst	Price	Prem Disc	Net Price	Gross Units	Dock+ Shrink	Net Units	Amount	Drying
40471 ✓	10/19	PR	100.00	3860	5.40	0.00	29.48	6.70	5.40	69.20	79.80		0.00	33.0000-0.7500	32.2500		722.60	39.02	683.58	22045.46	0.00
ct3860 rate \$32.25																					
026R-C / Raw Con Oils - Redfield																					
40476 ✓	10/20	PR	100.00	3860	3.00	0.00	28.82	7.30	3.00	80.00	83.40			33.0000-0.2500	32.7500		730.80	21.92	708.88	23215.82	0.00
ct 3860 @ \$32.75																					
026R-C / Raw Con Oils - Redfield																					
40478 ✓	10/20	PR	100.00	3860	9.00	0.00	27.98	8.10	9.00	70.40	74.40			33.0000-0.5000	32.5000		667.20	60.05	607.15	19732.38	0.00
ct 3860 @ \$32.50																					
026R-C / Raw Con Oils - Redfield																					
40482 ✓	10/21	PR	100.00	3860	4.60	0.00	27.94	7.80	4.60	74.60	80.40		0.00	33.0000-0.5000	32.5000		419.70	19.31	400.39	13012.68	0.00
ct 3860 rate \$32.50																					
026R-C / Raw Con Oils - Redfield																					
40482 ✓	10/21	PR	100.00		4.60	0.00	27.94	7.80	4.60	74.60	80.40		0.00	33.7500-0.5000	33.2500		253.70	11.67	242.03	8047.50	0.00
ct 3860 rate \$32.50																					
026R-C / Raw Con Oils - Redfield																					
<b>Tots/Avg</b>	10/19/2011				5.44	0.00	28.58	7.46	5.44	73.61	79.60		0.00	33.0681-0.4993	32.5688		2794.00	151.97	2642.03	86053.82	0.00
							0.10	2.00													

Con Oils 2011 crop

<b>DPR</b>	<b>Assembly</b>	<b>Assembly</b>	<b>Assembly</b>
Priced	Net	Settled	Remaining
	2,642.0300	1,392.4600	1,249.5700

86053.82  
21299.02  

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107,352.84  
53,676.42