

# Exhibit A

11/5/21, 10:57 AM

<https://securepa.ndcourts.gov/CaseDetail.aspx?CaseID=4791683>[Skip to Main Content](#) [Logout My Account My Cases Search Menu New Civil Search Refine Search Back](#)Location : North Central District [Images Help](#)**REGISTER OF ACTIONS****CASE NO. 07-2021-CV-00041****Bordal Farms Ltd vs. Archer-Daniels-Midland Company**§  
§  
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§  
§Case Type: **Other Civil**  
Date Filed: **10/07/2021**  
Location: **-- Burke County**  
Judicial Officer: **Lee, Gary****PARTY INFORMATION**

<b>Defendant</b>	<b>Archer-Daniels-Midland Company</b>	<b>Attorneys</b> <b>Ian Ronald McLean</b> <i>Retained</i> 701-232-8957 x0000(W)
	4666 E FARIES PKWY DECATUR, IL 62526-5630	<del>Pro Se Joseph A Welch</del> <del>Retained</del> <del>701-232-8957 x0000(W)</del>
<b>Plaintiff</b>	<b>Bordal Farms Ltd</b> 1031 County Rd 6 Columbus, ND 58727	<b>Steven A. Lautt</b> <i>Retained</i> 701-852-0381 x0000(W)

**EVENTS & ORDERS OF THE COURT**

<b>OTHER EVENTS AND HEARINGS</b>	
10/07/2021	<b>Notice</b> <b>Index # 1</b> <i>Notice of Motion for Termination of Arbitration Proceedings Pursuant to NDCC 32-29.3-05</i>
10/07/2021	<b>Motion</b> <b>Index # 2</b> <i>Motion for Termination of Arbitration Proceedings Pursuant to NDCC 32-29.3-05</i>
10/07/2021	<b>Brief</b> <b>Index # 3</b> <i>Brief in Support of Motion for Termination of Arbitration Proceedings Pursuant to NDCC 32-29.3-05</i>
10/07/2021	<b>Exhibit</b> <b>Index # 4</b> <i>Exhibit 1 - Request for Arbitration Documents</i>
10/07/2021	<b>Notice of Assignment and Case Number</b> <b>Index # 5</b>
10/21/2021	<b>Notice</b> <b>Index # 6</b> <i>Notice of Appearance</i>
10/21/2021	<b>Service Document</b> <b>Index # 7</b> <i>Certificate of Service (Lautt)</i>
10/21/2021	<b>Stipulation / Agreement</b> <b>Index # 8</b> <i>Stipulation Regarding Defendant s Time to Respond to Motion for Termination of Arbitration Proceedings</i>
10/21/2021	<b>Proposed Order</b> <b>Index # 9</b> <i>(Proposed) Order Extending Defendant s Time to Respond to Motion for Termination of Arbitration Proceedings (McLean)</i>
10/21/2021	<b>Service Document</b> <b>Index # 10</b> <i>Certificate of Service (Lautt)</i>
10/25/2021	<b>Order</b> <b>Index # 11</b> <i>Order Extending Defendant's Time to Respond to Motion for Termination of Arbitration Proceedings</i>
10/26/2021	<b>Notice</b> <b>Index # 12</b> <i>Amended Notice of Appearance</i>
10/26/2021	<b>Service Document</b> <b>Index # 13</b> <i>Certificate of Service (S. Lautt)</i>
10/28/2021	<b>Stipulation / Agreement</b> <b>Index # 14</b> <i>Stipulation Regarding Defendant s Time to Respond to Motion for Termination of Arbitration Proceedings by Ian McLean</i>
10/28/2021	<b>Proposed Order</b> <b>Index # 15</b> <i>Granting Extending Defendant's Time to Respond to Motion for Termination of Arbitration Proceedings by Ian McLean</i>
10/28/2021	<b>Service Document</b> <b>Index # 16</b> <i>Certificate of Service upon Steven Lautt by Ian McLean</i>
10/29/2021	<b>Order</b> <b>Index # 17</b> <i>Order Granting Extending Defendant's Time to Respond to Motion for Termination of Arbitration Proceedings</i>
11/05/2021	<b>Stipulation / Agreement</b> <b>Index # 18</b> <i>Stipulation Regarding Defendant s Time to Respond to Motion for Termination of Arbitration Proceedings</i>
11/05/2021	<b>Proposed Order</b> <b>Index # 19</b> <i>(Proposed) Order Extending Defendant s Time to Respond to Motion for Termination of Arbitration Proceedings (McLean)</i>
11/05/2021	<b>Service Document</b> <b>Index # 20</b> <i>Certificate of Service (Lautt)</i>

**FINANCIAL INFORMATION**

	<b>Plaintiff Bordal Farms Ltd</b>	
	Total Financial Assessment	80.00
	Total Payments and Credits	80.00
	<b>Balance Due as of 11/05/2021</b>	<b>0.00</b>
10/07/2021	Transaction Assessment	80.00
10/07/2021	E-File Payment	(80.00)
	Receipt # 07-2021-789	
	Bordal Farms Ltd	

STATE OF NORTH DAKOTA  
COUNTY OF BURKE

IN DISTRICT COURT  
NORTH CENTRAL JUDICIAL DISTRICT

Brodal Farms Ltd.,

Court File No. 07-2021-CV-00041

Plaintiff,

v.

Archer-Daniels-Midland Company,

Defendant.

**NOTICE OF MOTION FOR  
TERMINATION OF ARBITRATION  
PROCEEDINGS PURSUANT TO  
N.D.C.C. § 32-29.3-05.**

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[¶1] PLEASE TAKE NOTICE that the attached motion for termination of arbitration proceedings pursuant to N.D.C.C. § 32-29.3-05 has been filed with the Court pursuant to Rule 3.2 of the North Dakota Rules of Court. You are put on notice that upon the filing of briefs or upon the expiration of the time for filing of briefs, the motion is deemed submitted to the Court unless any party requests oral argument on the Motion. Failure to file a brief may be deemed an admission that, in the opinion of party or counsel, the motion is meritorious.

[¶2] A hearing for the purposes of presenting evidence and oral argument is requested at the Court's earliest convenience. A hearing shall be scheduled and a notice of hearing date and time shall be served once this case has been assigned.

Dated: October 6, 2021

PRINGLE & HERIGSTAD, P.C.



Steven A. Lutt (ID# 07242)

2525 Elk Drive

P.O. Box 1000

Minot, ND 58702-1000

(701) 852-0381

slutt@pringlend.com

*Attorneys for Plaintiff Brodal Farms Ltd.*

STATE OF NORTH DAKOTA  
COUNTY OF BURKE

IN DISTRICT COURT  
NORTH CENTRAL JUDICIAL DISTRICT

Brodal Farms Ltd.,

Court File No. 07-2021-CV-00041

Plaintiff,

v.

**MOTION FOR TERMINATION OF  
ARBITRATION PROCEEDINGS  
PURSUANT TO N.D.C.C. § 32-29.3-05.**

Archer-Daniels-Midland Company,

Defendant.

---

[¶1] Plaintiff Brodal Farms Ltd. hereby moves the Court, pursuant to North Dakota's Uniform Arbitration Act (N.D.C.C. § 32-29.3-05), for an order terminating the purported arbitration proceedings initiated and threatened by Defendant Archer-Daniels-Midland Company because there is no agreement to arbitrate between the parties. This motion is based upon all of the records and files herein and the accompanying brief with attached exhibits.

[¶2] Plaintiff requests a hearing for the presentation of evidence and oral arguments.

Dated: October 6, 2021

PRINGLE & HERIGSTAD, P.C.



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Steven A. Lautt (ID# 07242)  
2525 Elk Drive  
P.O. Box 1000  
Minot, ND 58702-1000  
(701) 852-0381  
slautt@pringlend.com  
*Attorneys for Plaintiff Brodal Farms Ltd.*



STATE OF NORTH DAKOTA  
COUNTY OF BURKE

IN DISTRICT COURT  
NORTH CENTRAL JUDICIAL DISTRICT

Brodal Farms Ltd.,

Court File No. 07-2021-CV-00041

Plaintiff,

v.

**BRIEF IN SUPPORT OF MOTION FOR  
TERMINATION OF ARBITRATION  
PROCEEDINGS PURSUANT TO  
N.D.C.C. § 32-29.3-05.**

Archer-Daniels-Midland Company,

Defendant.

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INTRODUCTION

[¶1] Defendant Archer-Daniels-Midland Company has initiated arbitration proceedings against Plaintiff Brodal Farms Ltd. before the National Grain and Feed Association in Arlington, Virginia. No agreement to arbitrate exists between the parties, and Plaintiff Brodal Farms Ltd. therefore moves the Court, pursuant to North Dakota's Uniform Arbitration Act (N.D.C.C. § 32-29.3-05), for an order terminating the arbitration proceedings initiated by Defendant Archer-Daniels-Midland Company. Plaintiff requests a hearing for the purpose of presenting evidence and oral argument on these matters at the Court's earliest convenience.

THE PARTIES

[¶2] Brodal Farms Ltd. is a farm/ranch corporation incorporated under the laws of North Dakota, with its principal address at 10131 County Road 6 – Columbus, North Dakota 58727-9583.

[¶3] Defendant Archer-Daniels-Midland Company is a Delaware corporation with its principal office located at 4666 E. Faries Pkwy – Decatur, Illinois 62526-5630.

### JURISDICTION AND VENUE

[¶4] This Court has jurisdiction over this dispute pursuant to N.D.C.C. § 32-29.3-05 of North Dakota’s Uniform Arbitration Act, which provides that “an application for judicial relief under this chapter must be made by motion to the court and heard in the manner provided by law or rule of court for making and hearing motions.” N.D.C.C. § 32-29.3-05.

[¶5] Venue is appropriate in this Court pursuant to N.D.C.C. § 32-29.3-27 of North Dakota’s Uniform Arbitration Act, which states in relevant part that “A motion pursuant to section 32-29.3-05 . . . may be made in the court of any county in which an adverse party resides or had a place of business . . .” Plaintiff Brodal Farms Ltd. is located in Burke County, therefore venue is appropriate in this Court.

### STATEMENT OF FACTS

[¶6] Defendant Archer-Daniels-Midland Company (“ADM”) has attempted to initiate an arbitration proceeding against Plaintiff Brodal Farms Ltd. (“Brodal Farms”) before the National Grain and Feed Association (“NGFA”) in Arlington, Virginia. *See* Ex. 1, pg. 000032. ADM alleges that it entered into a written contract with Brodal Farms for the purchase of 1133.98 MT of canola to be delivered between February 1-28, 2021, but that Brodal Farms breached this alleged contract by failing to deliver. *See* Ex. 1, pg. 000001-2. ADM further alleges that the purported contract contains an agreement to arbitrate any disputes arising therefrom before the NGFA. *See* Ex. 1, pg. 0000012. Brodal Farms denies the existence of any agreement with ADM for the sale of canola and therefore denies the existence of any written agreement to arbitrate disputes before the NGFA. Brodal Farms therefore requests this Court schedule a hearing for the presentation of evidence and oral argument and issue an order finding that no agreement to arbitrate exists between the parties.

LAW AND ARGUMENT

**1. THERE IS NO WRITTEN AGREEMENT TO ARBITRATE.**

[¶7] “Before a party may be compelled to arbitrate under [applicable law], a court must determine whether a valid agreement to arbitrate exists between the parties and whether the specific dispute falls within the substantive scope of that agreement.” *26th St. Hosp., LLP v. Real Builders, Inc.*, 2016 ND 95, ¶ 21, 879 N.W.2d 437. To compel arbitration, ADM bears the burden of proving the existence of a written agreement to arbitrate between the parties. *See First Options of Chicago, Inc. v. Kaplan*, 514 U.S. 938, 943–44 (1995) (arbitration agreements are fundamentally contracts and therefore subject to applicable state laws of contract formation); *Van Sickel v. Hallmark & Associates, Inc.*, 744 N.W.2d 532, 536 (N.D. 2008) (party alleging existence of a contract has the burden of proof).

[¶8] ADM concedes that there is no written agreement between the parties. The written document it attempts to enforce was never signed by Brodal Farms, and therefore there is no written agreement between the parties—either for the sale of the canola or to arbitrate disputes. *See* Ex. 1, pg. 000006. However, ADM seeks to enforce the purported agreement anyways on the theory that Brodal Farms was a “merchant” under the Uniform Commercial Code, and that no formal writing is required under the statute of frauds. *See* Ex. 1, pg. 000002. ADM is correct that the “merchant exception” to the Statute of Frauds excuses merchants from the usual requirement of a written contract in some circumstances. However, in this case, no contract was ever formed between the parties—oral, written, or otherwise. Therefore there is no agreement to arbitrate, and the Court should order that the arbitration proceedings be terminated.



**2. NO CONTRACT WAS FORMED BECAUSE ADM’S PURPORTED “CONFIRMATION” WAS CONDITIONED UPON BRODAL FARMS’ ACCEPTANCE OF DIFFERENT, UNACCEPTABLE TERMS.**

[¶9] Under North Dakota law, contract formation for sales of goods is governed by UCC § 2-207, as adopted in North Dakota as N.D.C.C. § 41-02-14, which states:

1. A definite and seasonable expression of acceptance or a written confirmation which is sent within a reasonable time operates as an acceptance even though it states terms additional to or different from those offered or agreed upon, unless acceptance is expressly made conditional on assent to the additional or different terms.
2. The additional terms are to be construed as proposals for addition to the contract. Between merchants such terms become part of the contract unless:
  - a. The offer expressly limits acceptance to the terms of the offer;
  - b. They materially alter it; or
  - c. Notification of objection to them has already been given or is given within a reasonable time after notice of them is received.
3. Conduct by both parties which recognizes the existence of a contract is sufficient to establish a contract for sale although the writings of the parties do not otherwise establish a contract. In such case the terms of the particular contract consist of those terms on which the writings of the parties agree, together with any supplementary terms incorporated under any other provisions of this title.

N.D.C.C. § 41-02-14 (emphasis added).

[¶10] Under N.D.C.C. § 41-02-14, ADM’s purported “confirmation” cannot operate as an acceptance if it was expressly made conditional on Brodal Farms’ assent to ADM’s additional or different terms. *See* N.D.C.C. § 41-02-14 (1) (“...unless acceptance is expressly made conditional on assent to the additional or different terms.”). The Eighth Circuit’s holding in *White Consol. Industries, Inc. v. McGill Mfg. Co., Inc.*, 165 F.3d 1185, 1190 (8th Cir. 1999) is illustrative: “If a party to a contract expresses acceptance of an offer, while simultaneously proposing additional or different terms not in the offer, that acceptance is a valid acceptance.” However, “[i]f an ‘acceptance is expressly make conditional on assent to . . . additional or different terms’ and

assent is not forthcoming, then an expression of acceptance, including acceptance by performance, is not a valid acceptance.” *Id.* (quoting UCC § 2-207(1)).

[¶11] In *White Consol. Industries, Inc.*, the merchant seller sent a written price quotation for certain goods to the merchant buyer by mail. *See id.* The merchant buyer responded five days later by sending a purchase order, which included additional terms and conditions, and which also included a merger clause providing that the terms of the purchase order, alone, expressed the agreement of the parties. *See id.* at 1191. The Eighth Circuit held that the merchant buyer’s purchase order was a conditional acceptance due to the inclusion of the merger clause in the purchase order. *See id.* “Because [buyer] conditioned its acceptance on [seller]’s assent to the proposed terms in its purchase order, a contract on [buyer]’s terms resulted only if [seller] assented.” *Id.*

[¶12] In this case, the purported agreement sent to Brodal Farms by ADM did not contain the immediate delivery period that was customary between Brodal and ADM in the past. *See* Ex. 1, pg. 000011; 000024. Instead, the purported agreement contained a delivery period that wouldn’t begin for 60-90 days. *See* Ex. 1, pg. 000006. That delivery period was unacceptable to Brodal Farms, as Brodal wanted to sell and move the canola right away. The purported “confirmation” sent by ADM was expressly conditional on Brodal Farms’ assent to this much later delivery period, stating, “THIS AGREEMENT SHALL CONSTITUTE THE FINAL, COMPLETE AND EXCLUSIVE STATEMENT OF THIS CONTRACT AND MAY NOT BE MODIFIED OR RESCINDED EXCEPT BY WRITTEN AGREEMENT SIGNED BY ADM. ADM HEREBY EXPRESSLY OBJECTS TO AND REJECTS ALL TERMS AND CONDITIONS IN SELLER’S CONFIRMATION OR OTHER WRITING, OF WHATEVER KIND, INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.” *See* Ex. 1,



pg. 000007. It is clear that ADM's purported confirmation was expressly made conditional upon Brodal Farms' assent to ADM's different and unacceptable delivery date, among other additional terms, and did not constitute a valid acceptance. *See White Consol. Industries, Inc.*, 165 F.3d at 1190. Therefore, no agreement exists between the parties.

**3. THE ARBITRATION CLAUSE IN ADM'S PURPORTED "CONFIRMATION" WAS A MATERIAL ALTERATION.**

[¶13] Under N.D.C.C. § 41-02-14, between merchants, additional terms stated in an acceptance become part of the parties' contract unless they materially alter it. *See* N.D.C.C. § 41-02-14(2)(b). In this case, ADM's purported "confirmation" contains numerous additional terms, including the arbitration clause at issue. ADM's purported "confirmation" did not constitute a valid acceptance sufficient to establish a written contract between the parties for the reasons stated above; however, even if it did, that written contract would not include additional terms that materially alter that contract.

[¶14] The Eighth Circuit has held that the inclusion of an arbitration clause as an additional term in an offeree's purported acceptance was a material alteration. *See PCS Nitrogen Fertilizer, L.P. v. Christy Refractories, L.L.C.*, 225 F.3d 974, 980 n.3 (8th Cir. 2000) (affirming the district court's decision that, even if the parties had formed a contract under §2-207(1), the arbitration clause materially altered the contract and therefore did not become part of the parties' agreement).

[¶15] In *PCS Nitrogen*, PSC submitted a purchase order to Christy for a certain quantity of goods. *Id.* at 976. PCS's purchase order did not include an arbitration provision. *Id.* Christy's acknowledgement form, however, included terms and conditions on the reverse side of the form, which did include an arbitration provision. *Id.* Christy's acceptance of PCS's offer was conditioned upon PCS's agreement to all of Christy's terms and conditions. *Id.* When the goods failed to



function properly, PCS sued and Christy filed an arbitration demand. *Id.* at 977. The district court granted PCS's motion to stay the arbitration, holding that because Christy's acceptance was expressly conditional upon PCS's assent to additional terms (including the arbitration clause), no contract was formed under UCC § 2–207(1). *Id.* Alternatively, the district court determined that, even if Christy's customer acknowledgment was a valid acceptance under § 2–207(1), the provisions of § 2–207(2) prevented incorporation of Christy's added terms because the arbitration clause was a material alteration of the contract. *Id.*

[¶16] The Eighth Circuit affirmed, reasoning that no contract was created by Christy's acknowledgement because its acceptance was expressly made conditional on PCS's assent to the “additional and different” arbitration term. *Id.* at 979 (“By its very construction, Christy's acceptance is expressly conditional on PCS's assent to all the terms, including the arbitration provision (an additional and different term) . . . . Thus, even under a narrower interpretation of § 2–207(1), Christy's acknowledgment cannot be a valid acceptance under § 2–207(1) and, accordingly, no contract was created by the exchange of forms.”) (citation omitted). The Eighth Circuit explained that because no contract was formed under §2-207(1), the district court's alternate analysis under §2- 207(2) was unnecessary. *See id.* at 980 and n. 3 (noting that “because the parties did not form a contract under § 2–207(1), we need not address Christy's arguments as to the applicability of § 2–207(2)”).

[¶17] The Federal District Court for the District of North Dakota has agreed with the Eighth Circuit's analysis, concluding: “The Court finds that an arbitration clause is considered material; thus, it requires the express consent of the parties to become a term to the contract.” *See JMAC Res., Inc. v. Cent. Specialties, Inc.*, No. 1:17-CV-84, 2018 WL 11237658, at \*3 (D.N.D. Jan. 11, 2018).

[¶18] In this case, as in *PCS Nitrogen*, ADM’s purported “confirmation” was expressly conditional upon Brodal Farms’ acceptance of ADM’s additional terms, and therefore was not a valid acceptance sufficient to form a contract. However, even if a written contract was formed—which it was not—the inclusion of an arbitration clause was a material alteration and was not incorporated. Therefore, there was no agreement to arbitrate, and the court should order that the arbitration proceedings be terminated.

### CONCLUSION

[¶19] For the reasons stated above, no written agreement exists between the parties, and therefore no written agreement for arbitration exists between the parties. Consequently, the NGFA has no jurisdiction over this dispute, and the Court should order the termination of any further arbitration proceedings. Plaintiff requests a hearing for the purpose of presenting evidence and oral argument on these matters at the Court’s earliest convenience.

Dated: October 6, 2021

PRINGLE & HERIGSTAD, P.C.

A handwritten signature in black ink, appearing to read "Steven A. Lautt", is written over a horizontal line.

Steven A. Lautt (ID# 07242)  
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P.O. Box 1000  
Minot, ND 58702-1000  
(701) 852-0381  
slautt@pringlend.com  
*Attorneys for Plaintiff Brodal Farms Ltd.*

07-2021-CV-00041



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August 31, 2021

**VIA UPS**

Charles M. Delacruz  
Senior VP, General Counsel, and Secretary  
National Grain and Feed Association  
1400 Crystal Drive, Suite 260  
Arlington, VA 22202

Re: Archer-Daniels-Midland Company v. Brodal Farms, Ltd. - Request for Arbitration

Dear Mr. Delacruz:

I am writing to you on behalf of Archer-Daniels-Midland Company ("ADM") to request that the National Grain and Feed Association (the "NGFA") resolve by arbitration a contract dispute between ADM and Brodal Farms Ltd. ("Brodal Farms"). Enclosed as **Exhibit A** you will find ADM's NGFA Arbitration Complaint Form, which incorporates this letter by reference. This dispute arose because Brodal Farms refused to tender to ADM 1,133.99 MT of canola under the parties' written contract. Brodal Farms repudiated and breached the parties' contract and has damaged ADM in the amount of \$245,008.74, plus the costs and attorneys' fees incurred in resolving this dispute.

ADM is a member of the National Grain and Feed Association. Brodal Farms is a North Dakota corporation and farming business operated by Lynn Brodal and based in Columbus, North Dakota.

On December 2, 2020, ADM and Brodal Farms entered an oral agreement for the sale of 1,133.99 MT of canola facilitated by Toby Torkelson of Rayglen Commodities, acting as broker. Pursuant to NGFA Trade Rule 3(A), ADM mailed a copy of its contract confirmation (ADM Contract No. 13984, attached as **Exhibit B**) to Brodal Farms at 10131 County Road 6, Columbus, North Dakota 58727. On December 2, 2020, the same day as the trade, Rayglen also emailed to Brodal Farms a confirmation of the trade (Rayglen Contract No. GCC149581, attached as **Exhibit C**). The key terms of the trade are identical<sup>1</sup> between the two confirmations:

- Commodity: Canola;
- Quantity: 1133.98 MT;
- Price: US \$407.86;
- Delivery: FOB Columbus, ND
- Delivery Period: February 1 – 28, 2021.

(Compare Ex. B p. 1 with Ex. C). The terms and conditions printed on the second page of ADM's confirmation name the NGFA Trade Rules as governing the trade and further provides that NGFA arbitration shall be the required venue for all disputes:

<sup>1</sup> There are minor differences concerning the price and quantity due to rounding errors.





Charles M. Delacruz

- 2 -

August 31, 2021

The parties agree that the sole remedy for resolution of any and all disagreements or disputes arising under or related to this agreement shall be through arbitration proceedings before the NGFA pursuant to the NGFA Arbitration Rules.

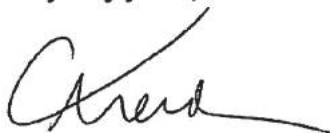
(Ex. B, p. 2). Furthermore, ADM and Brodal have a history of trading under the NGFA Trade Rules. The most recent ADM-Brodal Farms contracts each include the above arbitration provision. Two such contracts are attached as *Exhibit D* (ADM Contract No. 12576, executed July 30, 2020) and *Exhibit E* (ADM Contract No. 13206, executed September 29, 2020). Immediately following each attached contract are the settlement sheets reflecting Brodal Farms' delivery under the terms and conditions of ADM's contract.<sup>2</sup>

Brodal Farms did not send a contract confirmation to ADM, and Brodal Farms did not notify ADM or Rayglen to object to ADM Contract No. 13984 as required by NGFA Trade Rule 3(B). Indeed, attached as *Exhibit F* are text messages from Lynn Brodal to Toby Torkelson confirming the existence of the trade and inquiring regarding the delivery period. (Exhibit F (text message from L. Brodal to T. Torkelson dated December 15, 2020 ("When will canola trucks come.")). Lynn Brodal then waited an additional three weeks before informing Rayglen or ADM of an alleged dispute concerning the delivery period of the trade.

Brodal Farms refused to tender the canola during February of 2021 as required by ADM Contract No. 13984, breaching the contract. Pursuant to NGFA Trade Rule 28(A), ADM cancelled the defaulted contract and invoiced Brodal Farms for the resulting market losses of \$245,008.74, requesting payment by June 30, 2021. Brodal Farms has refused to compensate ADM for its losses.

ADM therefore requests the resolution of this dispute by arbitration and an arbitration award against Brodal in the amount of \$245,008.74. The terms of the parties' contract further entitle ADM to recover its arbitration fee, reasonable attorneys' fees, and all other costs incurred by ADM in connection with this arbitration. (See Exhibit B p. 2).

Very truly yours,



Christopher A. Kreuder

Attachments

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<sup>2</sup> Moreover, Brodal Farms had previously represented to ADM under these prior agreements that Brodal Farms was a merchant as defined by the Uniform Commercial Code (Exhibits D and E p. 2), and therefore, this contract falls under North Dakota's merchant exception to the statute of frauds. N.D. Cent. Code Ann. § 41-02-08(2).

# Exhibit A



## NGFA Arbitration

1400 Crystal Drive, Suite 260  
Arlington, VA 22202

P: (202) 289-0873  
F: (202) 289-5388

### NGFA Arbitration Complaint Form

To: NGFA Secretary ■ National Grain and Feed Association  
1400 Crystal Drive, Suite 260 ■ Arlington, VA 22202

*Pursuant to NGFA Arbitration Rule 2(A), this constitutes a complaint to commence a case for arbitration by the National Grain and Feed Association:*

Today's Date: August 30, 2021

#### Claimant(s) Information

Claimant(s): Archer-Daniels-Midland Company

Primary Contact: Christopher A. Kreuder, Faegre Drinker Biddle & Reath LLP

Address: 801 Grand Ave 33rd Flr, Des Moines, Iowa, 50309

Telephone: 515-447-4733 Fax: 515-248-9010 Email: christopher.kreuder@faegredrinker.com

#### Defendant(s) Information

Defendant(s): Brodal Farms Ltd.

Primary Contact: Lynn Brodal

Address: 1031 County Rd 6, Columbus, ND 58727-9583

Telephone: 701-939-5371 Fax: 701-939-5372 Email: \_\_\_\_\_

#### Claim Information

Date of incident giving rise to dispute: March 1, 2021

Damages amount claimed: \$245,008.74

Explanation of claim/nature of dispute: See enclosed letter.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contract number(s) (if applicable): ADM Contract No. 0013984; Rayglen Contract No. GCC149581



Check Box if copy of contract is attached (Copy of relevant contracts are to be submitted with the complaint)



# Exhibit B



ADM PROCESSING  
1388 HIGHWAY 97  
VELVA, ND 58790-9003  
701/338-2491

## PURCHASE Reprint



SELLER BRODAL FARMS LTD  
C/O LYNN BRODAL  
10131 CO RD 6  
COLUMBUS ND 58727-0000  
US

Contract Number: 0013984  
Contract Location: 752 01  
FIXED PRICE Purchase  
Contract Date: 12/2/2020  
Customer: 238914-000  
Inventory Loc: 752  
Buyer: Harold Henderson

## We Confirm Our Agreement With You Today As Follows:

Grain:	CANOLA	Transportation:	TRUCK
Quantity:	1,133.99 / MT (2,499,994/LBS)	Their Contract#:	Rayglen 149581
Futures:	CAD\$576.5991 / MT @ WICE/Mar-21	Hold Pay Until:	
Basis:	CAD(\$50.00) / MT	Service Fee:	\$0.0000
Price:	USD\$407.851 / MT (\$18.50/CWT)	Specialty Premium:	\$0.0000
Date Priced:	02-Dec-2020	Begin Delivery:	01-Feb-2021
Origin:	Columbus North Dakota	End Delivery:	28-Feb-2021
Destination:	Velva, ADM Processing North Dakot	Grades to Govern:	Destination
Payment Terms:		Weight to Govern:	Destination
Delivery Terms:	FREE ON BOARD- DOMESTIC		

## REMARKS AND SPECIAL TERMS

ADM option to accept off grade seed-ADM schedule of discounts to apply at delivery (time of unload).  
Official grain inspection grades to govern-samples dumped @ 7 days.

A penalty will be charged for late delivery at replacement value.  
Price & quantity based on net clean seed - all dockage deductible.

\*\*\* US Canola seed grown in the United States \*\*\*

Please return a signed copy by mail or fax 1-701-338-2128.

Canadian toll free #800-232-1487 u.s. toll free #800-548-8613.

Receipt of this contract by you is an acknowledgement of acceptance of all terms and conditions herein unless immediate notice is sent to us advising of any errors.

Grading charged (truck \$15/rail \$20) check-off tax (0.04/cwt) & indemnity fund charged to seller account.

PAYMENT WITHIN 10 DAYS OF CONTRACT FULFILLMENT OR AS INSTRUCTED BY VENDOR.

bought 50,000bu at 18.50 FOB Columbus, Freight: 0.80/cwt  
Rayglen Commodities Inc

Accepted By Customer

Date

Harold Henderson

Date

Purchase Contract: 0013984

PLEASE SIGN AND RETURN ONE COPY

Page: 1/2

admagridata/120/752/GRN-CONTRACT FORMS-UF-25500-S



Purchase Contract: 0013984

Archer-Daniels-Midland Company and its Subsidiaries ("ADM")  
Terms and Conditions of Purchase (Origination)

Page: 2/2

TERMS AND CONDITIONS OF CONTRACT: THESE TERMS AND CONDITIONS OF PURCHASE ("AGREEMENT") INCLUDE ALL DOCUMENTS AND EXHIBITS ATTACHED HERETO AND ALL OTHER TERMS INCORPORATED BY REFERENCE HEREIN. IF NO OBJECTION IS MADE IMMEDIATELY, THIS AGREEMENT SHALL CONSTITUTE THE FINAL, COMPLETE AND EXCLUSIVE STATEMENT OF THIS CONTRACT AND MAY NOT BE MODIFIED OR RESCINDED EXCEPT BY WRITTEN AMENDMENT SIGNED BY ADM. ADM HEREBY EXPRESSLY OBJECTS TO AND RESPECTS ALL TERMS AND CONDITIONS IN SELLER'S CONFIRMATION OR OTHER WRITING, OF WHATEVER KIND, INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

WARRANTIES: SELLER REPRESENTS AND WARRANTS TO ADM THAT (A) IT IS A MERCHANT AS THAT TERM IS DEFINED BY THE UNIFORM COMMERCIAL CODE; (B) THE GOODS CONFORM TO THE SPECIFICATIONS PRESCRIBED BY ADM; (C) THE GOODS ARE NOT ADULTERATED OR MISHANDLED WITHIN THE MEANINGS OF THE FEDERAL FOOD, DRUG AND COSMETIC ACT, AS AMENDED, OR INCLUDE ANY ARTICLE OR COMMODITY WHICH MAY NOT, UNDER THE PROVISIONS OF SUCH ACT, BE INTRODUCED INTO INTERSTATE COMMERCE; (D) THE GOODS ARE FIT FOR SALE, AND DO NOT CONTAIN TRANSGENIC EVENTS NOT APPROVED FOR USE OR SALE, IN THE U.S., CANADA, CHINA, SOUTH KOREA, THE EUROPEAN UNION, JAPAN AND MEXICO; (E) THE GOODS ARE FREE FROM ANY PEANUT, PEANUT PRODUCT, PEANUT RESIDUE, TREE NUTS (E.G., ALMONDS, WALNUTS, PECANS), TREE NUT PRODUCT, OR TREE NUT RESIDUE; (F) THE GOODS ARE U.S. SEEDS THAT WERE ENTIRELY GROWN IN THE CONTINENTAL U.S.; (G) IF THE GOODS ARE CANOLA SEED, THEY ARE LOW ERUCIC ACID CANOLA SEED ONLY; AND (H) THE GOODS ARE AND WILL REMAIN FREE AND CLEAR OF ANY PENALTY, LIEN, CHARGE, QUOTA REGULATION OR INCURANCE, GOVERNMENTAL OR OTHERWISE, OF ANY NATURE WHATSOEVER AT THE TIME OF SALE TO ADM. WITHOUT LIMITING THE FOREGOING, SELLER WARRANTS THAT THE GOODS MEET THE MINIMUM STANDARDS PRESCRIBED BY THE U.S. FDA, INCLUDING A MAXIMUM AFLATOXIN LEVEL OF 20 PPS (UNLESS A DIFFERENT LEVEL IS OTHERWISE SPECIFIED HEREIN) AND THAT ALL GOODS HAVE BEEN FREE AT ALL TIMES OF ANY OTHER CONTAMINATION. FURTHERMORE, SELLER WARRANTS THAT THE GOODS WILL NOT POSE ANY FOOD SAFETY OR QUARANTINE RISK TO ADM AND THAT THE GOODS HAVE NOT BEEN SHIPPED FROM ANY AREA QUARANTINED BY THE U.S. DEPARTMENT OF AGRICULTURE - ANIMAL AND PLANT HEALTH INSPECTION SERVICE ("APHIS").

OFF-GRADE GOODS: ADM, IN ITS SOLE DISCRETION, MAY DECIDE WHETHER TO REJECT OR ACCEPT OFF-GRADE GOODS AGAINST THIS AGREEMENT BUT IF ADM ACCEPTS OFF-GRADE GOODS, THE ADM DISCOUNT SCHEDULE IN EFFECT AT THE TIME OF UNLOAD SHALL APPLY TO THE PRICE PAID HEREUNDER FOR ANY SUCH OFF-GRADE GOODS AND ADM SHALL HAVE NO OBLIGATION TO FIRST NOTIFY SELLER. TO THE EXTENT ALL OR ANY PORTION OF THE GOODS, REGARDLESS OF GRADE, IS TAGGED, SEIZED, CONDEMNED OR DECLARED UNFIT BY ANY REGULATORY AGENCY, IT SHALL BE AUTOMATICALLY REJECTED, NOT A PART OF THIS AGREEMENT, AND OWNERSHIP OF SUCH GOODS SHALL REMAIN WITH SELLER.

CARRIER CERTIFICATION: AT THE TIME OF DELIVERY, ADM MAY REQUIRE THAT AN ADM-PROVIDED FORM ENTITLED "CARRIER CERTIFICATION AND PRIOR LOAD VERIFICATION" BE COMPLETED AND SUBMITTED TO ADM PRIOR TO ADM'S ACCEPTANCE OF THE GOODS. THIS CERTIFICATION WILL REQUIRE THAT THE CARRIER CERTIFY THAT: A) ANY TRUCK, RAILCAR, BARGE, OR ANY OTHER MODE OF CONVEYANCE USED FOR TRANSPORTING THE GOODS WAS CLEAN OF ALL PREVIOUS RESIDUE; AND B) THE TRUCK, RAILCAR, OR BARGE OR OTHER MODE OF CONVEYANCE MUST NOT HAVE HAULED PEANUTS, PEANUT PRODUCTS, TREE NUTS (E.G., ALMONDS, WALNUTS, PECANS), OR TREE NUT PRODUCTS IN THE LOAD IMMEDIATELY PRIOR TO HAULING THE GOODS.

RISK OF LOSS/TRANSFER OF TITLE: UNLESS OTHERWISE SPECIFIED BY ADM, THE GOODS SHALL BE DELIVERED F.O.B. DESTINATION AND ANY FREIGHT CHARGE INCREASES OR SURCHARGES WILL BE PAID BY SELLER. ADM AND SELLER AGREE THAT THE PASSAGE OF TITLE AND RISK OF LOSS SHALL OCCUR UPON ACCEPTANCE OF THE GOODS BY ADM AT THE DESTINATION. IF THE SETTLEMENT PRICE FOR THE GOODS IS NOT ESTABLISHED AT OR PRIOR TO DELIVERY, ADM IS NOT REQUIRED TO CARRY BOND ON THE GOODS FOR THE BENEFIT OF SELLER, AND IN CASE OF INSOLVENCY, PAYMENT FOR THE GRAIN BECOMES A COMMON CLAIM AGAINST ADM.

ORDER FULFILLMENT: IF MORE THAN ONE CONTRACT IS OPEN, SHIPMENTS ARE TO BE APPLIED ON CONTRACTS IN ORDER OF EACH CONTRACT'S DELIVERY DATE BEGINNING WITH THE OLDEST CONTRACT. IT IS UNDERSTOOD THAT THIS AGREEMENT IS NOT COMPLETED UNTIL ALL SHIPMENTS ARE RECEIVED, GRADED, WEIGHED AND UNLOADED AT DESTINATION. ADM MAY DESIGNATE ANY REASONABLE ALTERNATE DELIVERY POINT IF NECESSARY TO EXPEDITE SELLER'S PERFORMANCE OF THIS AGREEMENT, BUT ADM SHALL HAVE NO OBLIGATION TO DO SO.

LATE DELIVERY: SELLER IS RESPONSIBLE TO DELIVER THE QUANTITY AND QUALITY OF GOODS CONTRACTED FOR HEREUNDER WITHIN THE DELIVERY PERIOD SPECIFIED HEREUNDER. FAILURE TO DELIVER WITHIN THE DELIVERY PERIOD IS A DEFAULT UNDER THIS AGREEMENT. WITH RESPECT TO SELLER'S OBLIGATIONS UNDER THIS CONTRACT, TIME IS OF THE ESSENCE.

SELLER DEFAULT: ADM'S REMEDIES: THE OCCURRENCE OF ANY OF THE FOLLOWING EVENTS SHALL CONSTITUTE A DEFAULT BY SELLER AND A BREACH OF THE ENTIRE AGREEMENT BETWEEN THE PARTIES: (A) FAILURE BY SELLER TO PERFORM ANY OF ITS OBLIGATIONS SPECIFIED IN THIS AGREEMENT; (B) SELLER GENERALLY NOT BEING ABLE TO PAY ITS DEBTS AS THEY BECOME DUE, SELLER ADMITTING IN WRITING ITS INABILITY TO PAY ITS DEBTS, SELLER MAKING AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS, OR THE COMMENCEMENT OF ANY CASE, PROCEEDING, OR OTHER ACTION SEEKING TO HAVE AN ORDER FOR RELIEF ENTERED ON ITS BEHALF OR AGAINST IT AS DEBTOR OR TO ADJUDICATE IT BANKRUPT OR INSOLVENT, OR SEEKING REORGANIZATION, ARRANGEMENT, ADJUSTMENT, LIQUIDATION, DISSOLUTION OR COMPOSITION OF IT OR ITS DEBTS UNDER ANY LAW RELATING TO BANKRUPTCY, INSOLVENCY, REORGANIZATION; (C) SELLER'S FINANCIAL CONDITION IS FOUND TO BE OR BECOMES UNSATISFACTORY IN ADM'S REASONABLE OPINION; AND (D) THE ISSUANCE OF EXECUTION PROCESS AGAINST ANY PROPERTY OF SELLER OR ANY CORPORATION, LEVY, FORFEITURE, OR SIMILAR ACTION AGAINST THE GOODS OR ANY PORTION THEREOF. IN THE EVENT OF A DEFAULT, ADM, AT ITS OPTION MAY: (1) TERMINATE THIS AGREEMENT WITHOUT FURTHER OBLIGATION; (2) PURCHASE A SUBSTITUTION FOR THE GOODS ON THE OPEN MARKET FOR SELLER'S ACCOUNT, AND SELLER WILL PAY ADM ANY LOSS AND INCIDENTAL EXPENSES RESULTING THEREFROM; (3) REQUIRE SELLER TO PAY THE DIFFERENCE BETWEEN THE AGREEMENT PRICE AND THE MARKET PRICE ON THE DATE OF TERMINATION; AND/OR (4) TERMINATE ANY OR ALL OTHER CONTRACTS IN EXISTENCE BETWEEN ADM AND SELLER WHETHER OR NOT SELLER MAY OTHERWISE BE IN DEFAULT THEREUNDER. NOTWITHSTANDING THE FOREGOING, ADM MAY PURSUE ANY REMEDY ALLOWED BY LAW, AND ADM WILL BE ENTITLED TO COLLECT FROM SELLER REASONABLE ATTORNEY'S FEES AND COSTS INCURRED BY ADM IN CONNECTION WITH ENFORCEMENT OF THIS AGREEMENT.

ADM ADVANCE OF FUNDS: IF THERE ARE UNPRICED GOODS SUBJECT TO THIS AGREEMENT AND ADM ADVANCES FUNDS TO SELLER PRIOR TO FINAL PRICING, THEN ADM SHALL HAVE THE RIGHT, IN THE EVENT THE MARKET DECLINES, TO REQUIRE SELLER TO REFUND A PORTION OF THE AMOUNT ADM HAD SO ADVANCED. THE REFUNDED AMOUNT WILL BE EQUAL TO THE DECLINE IN THE MARKET (THE DIFFERENCE BETWEEN THE THEN CURRENT MARKET PRICE AND THE MARKET PRICE OF THE GOODS ON THE DATE ADM ADVANCED FUNDS TO SELLER), IN ORDER TO MAINTAIN THE MARGIN TO THE MARKET AS AGREED UPON IN THIS AGREEMENT. WITHOUT PREJUDICE TO OTHER LEGAL REMEDIES, ADM MAY TREAT SELLER'S FAILURE TO REFUND THE FULL AMOUNT SO REQUESTED WITHIN 48 HOURS AFTER SUCH DEMAND AS A DEFAULT UNDER THIS AGREEMENT AND PURSUE ADM'S LEGAL AND EQUITABLE REMEDIES.

FORCE MAJEURE: ADM SHALL NOT BE LIABLE FOR DELAY IN ADM'S PERFORMANCE OR FAILURE WHEN SUCH DELAY OR FAILURE IS DUE TO UNFORESEEN CAUSES BEYOND ITS CONTROL AND WITHOUT ITS FAULT OR NEGLIGENCE, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, ACTS OF PUBLIC ENEMY, GOVERNMENTAL ACTION, FIRES, FLOODS, EARTHQUAKES, EPIDEMICS, QUARANTINE RESTRICTION, LABOR DIFFICULTIES, FREIGHT EMBARGOS, PLANT DISEASES, TRANSPORTATION SHORTAGES OR UNUSUALLY SEVERE WEATHER. ADM SHALL NOT BE REQUIRED TO PAY FOR OR TO ACCEPT SELLER'S APPLICATION OF OR TITLE TO ANY GOODS FOR SO LONG AS ADM IS DELAYED IN PERFORMANCE AS A RESULT OF ONE OR MORE OF THE EVENTS DESCRIBED IN THE PRECEDING SENTENCE.

PRICE; VOLATILITY: UNLESS OTHERWISE STATED, THE PRICES SET FORTH ON THIS AGREEMENT ARE IN U.S. DOLLARS. FOR THE AVOIDANCE OF DOUBT, ADM AND SELLER RECOGNIZE THAT THE MARKET PRICE WHEN DELIVERY IS REQUIRED UNDER THIS AGREEMENT MAY DIFFER SUBSTANTIALLY FROM THE AGREEMENT PRICE, AND EACH PARTY AGREES NOT TO ASSERT SUCH A DIFFERENCE AS AN EXCUSE FOR NON-PERFORMANCE HEREUNDER OR AS A DEFENSE FOR DAMAGES FOR FAILURE TO PERFORM IN WHOLE OR IN PART.

INDEMNITY: SELLER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD ADM HARMLESS FROM AND AGAINST ALL LIABILITIES, COSTS, EXPENSES, CLAIMS OR DEMANDS WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE FOR INJURIES OR DAMAGES TO ANY PERSON OR PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THIS INDEMNIFICATION OBLIGATION SHALL APPLY WITHOUT REGARD TO CAUSE OR CAUSES, INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE AND UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, THEORIES IN CONTRACT, TORT OR STRICT LIABILITY. THIS INDEMNIFICATION OBLIGATION SHALL BE SUPPORTED BY ADEQUATE LIABILITY INSURANCE COVERAGE.

NGFA RULES/ARBITRATION: EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS AGREEMENT SHALL BE SUBJECT TO THE TRADE RULES OF THE NATIONAL GRAIN AND FEED ASSOCIATION ("NGFA"), WHICH ARE INCORPORATED HEREIN. THE PARTIES AGREE THAT THE SOLE REMEDY FOR RESOLUTION OF ANY AND ALL DISAGREEMENTS OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE THROUGH ARBITRATION PROCEEDINGS BEFORE THE NGFA PURSUANT TO THE NGFA ARBITRATION RULES. IN THE EVENT OF A CONFLICT BETWEEN THE NGFA TRADE RULES AND THIS AGREEMENT, THIS AGREEMENT SHALL CONTROL. THE DECISION AND AWARD DETERMINED THROUGH SUCH ARBITRATION SHALL BE FINAL AND BINDING UPON EACH PARTY.

MISCELLANEOUS: ADM'S FAILURE TO INSIST ON FULL PERFORMANCE OF ANY ITEM OR CONDITION OF THIS AGREEMENT OR ADM'S WAIVER OF ANY BREACH HEREUNDER SHALL NOT BE CONSIDERED WAIVER OF THAT TERM OR CONDITION IN THE FUTURE OR ANY OTHER TERMS, CONDITIONS OR RIGHTS OF ADM UNDER THIS AGREEMENT. SELLER SHALL NOT ASSIGN THIS AGREEMENT OR ANY RIGHT OR INTEREST HEREIN, NOR MAY SELLER DELEGATE ANY DUTY OR OBLIGATION HEREUNDER, WITHOUT THE EXPRESS WRITTEN CONSENT OF ADM. ANY ASSIGNMENT OR DELEGATION IN VIOLATION OF THE PRECEDING SENTENCE SHALL BE NULL AND VOID. THE INVALIDITY OR UNENFORCEABILITY OF ANY PARTICULAR PROVISIONS OF THIS AGREEMENT SHALL NOT AFFECT THE REMAINING PROVISIONS THEREOF, AND THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS AS IF SUCH INVALID OR UNENFORCEABLE PROVISION HAD BEEN OMITTED. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, THE PROVISIONS OF THIS AGREEMENT ARE FOR THE BENEFIT OF THE PARTIES HERETO AND NOT FOR ANY PERSON OR ENTITY. IT IS AGREED THAT THIS CONTRACT WILL BE BINDING UPON THE HEIRS, ADMINISTRATORS, AND EXECUTORS OF THE RESPECTIVE PARTIES.

# Exhibit C



02/12/2020 Wed 16:55

Rayglen Commodities Inc 306-931-6739

ID: #158886 Page 1 of 1

**ADM Agri -Industries Ltd.****Canola Purchase Confirmation****Velva****We confirm purchase from you today:****Date:** Dec 02, 2020**Contract #:****Rayglen Contract #:** GCC149581**Rayglen Trucking Contract #:**

<b>Seller:</b>	Brodal Farms Ltd.	<b>Phone:</b>	1-701-939-5371	
	10131 County Rd 6	<b>Fax:</b>	1-701-939-5372	new fax
	Columbus, ND 58727	<b>Cell:</b>	1-701-705-5371	new cell
<b>CWB ID#:</b>		<b>2nd Phone:</b>	1-701-939-5372	sisters

☒ Fixed Price  
 ☐ Basis  
 ☐ Input  
 ☐ Minimum Price  
 ☐ Delayed Pricing

**Estimated Quality:** #1 Canada

**Quantity:** 1133.98 Net MT     
 **Futures:** \$0.00 /mt     
 **Month:** March  
**Basis:** \$(0.00) /mt  
**Freight:** \$(0.00) /mt  
**Net Price:** \$407.88 /mt US

**Delivery Period:** Monday, February 01, 2021 - Sunday, February 28, 2021**Freight:** ☒ FOB at Columbus, ND**Payment Terms:** Cheque mailed upon contract completion.**Contract Remarks:**

Payment splits must be disclosed immediately to ADM and contracts must be written accurately at time of booking. Settlement determined by unload weights, grade & dockage. In the event of a grade or dockage dispute the seller shall submit a sample to the state lab whose findings shall be final and binding. Contract booked verbally with Lynn Brodal.

**Commission:** Buyer to pay agreed upon commission. Details available upon request.**Rayglen Merchant(s):** Toby Torkelson (as brokers only)**www.rayglen.com** Rayglen Commodities Inc, #1 3815 Thatcher Ave, Saskatoon, SK S7R 1A3 1-800-729-**Producer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_**PLEASE SIGN AND RE-FAX WITHIN 24 HRS to (306) 931-6739**

# Exhibit D





**ADM PROCESSING**  
1388 HIGHWAY 97  
VELVA, ND 58790-9003  
701/338-2491

**PURCHASE Reprint**

**SELLER** **BRODAL FARMS LTD**  
C/O LYNN BRODAL  
10131 COUNTY ROAD 6  
COLUMBUS ND 58727-9583  
US

**Contract Number:** 0012576  
**Contract Location:** 752 01  
**FIXED PRICE** Purchase  
**Contract Date:** 7/30/2020  
**Customer:** 238914-000  
**Inventory Loc:** 752  
**Buyer:** Morgan L. Hail

**We Confirm Our Agreement With You Today As Follows:**

<b>Grain:</b>	<b>CANOLA</b>	<b>Transportation:</b>	<b>TRUCK</b>
<b>Quantity:</b>	567.00 / MT (1,250,008/LBS)	<b>Their Contract#:</b>	
<b>Futures:</b>	CAD\$491.0000 / MT @ WICE/Nov-20	<b>Hold Pay Until:</b>	
<b>Basis:</b>	CAD(\$32.00) / MT	<b>Service Fee:</b>	\$0.0000
<b>Price:</b>	USD\$341.72 / MT (\$15.5003/CWT)	<b>Specialty Premium:</b>	\$0.0000
<b>Date Priced:</b>	30-Jul-2020	<b>Begin Delivery:</b>	30-Jul-2020
<b>Origin:</b>	Columbus North Dakota	<b>End Delivery:</b>	31-Aug-2020
<b>Destination:</b>	Velva, ADM Processing North Dakot	<b>Grades to Govern:</b>	Destination
<b>Payment Terms:</b>		<b>Weight to Govern:</b>	Destination
<b>Delivery Terms:</b>	DELIVERED		

**REMARKS AND SPECIAL TERMS**

ADM option to accept off grade seed-ADM schedule of discounts to apply at delivery (time of unload).  
Official grain inspection grades to govern-samples dumped @ 7 days.  
A penalty will be charged for late delivery at replacement value.  
Price & quantity based on net clean seed - all dockage deductible.  
\*\*\* US Canola seed grown in the United States \*\*\*  
Please return a signed copy by mail or fax 1-701-338-2128.  
Canadian toll free #800-232-1487 u.s. toll free #800-548-8613.  
Receipt of this contract by you is an acknowledgement of acceptance of all terms and conditions herein unless immediate notice is sent to us advising of any errors.  
Grading charged (truck \$15/rail \$20) check-off tax (0.04/cwt) & indemnity fund charged to seller account.

PAYMENT WITHIN 10 DAYS OF CONTRACT FULFILLMENT OR AS INSTRUCTED BY VENDOR.

50,000 bu @ \$15.50/cwt  
split 50/50 with Alex

Accepted By Customer

Date

Morgan L. Hail

Date

Purchase Contract: 0012576

PLEASE SIGN AND RETURN ONE COPY

Page: 1/2

admagradata/120/752/GRN-CONTRACT FORMS-UF--25500-S



Purchase Contract: 0012576

**Archer-Daniels-Midland Company and its Subsidiaries ("ADM")**  
**Terms and Conditions of Purchase (Origination)**

Page: 272

TERMS AND CONDITIONS OF CONTRACT: THESE TERMS AND CONDITIONS OF PURCHASE ("AGREEMENT") INCLUDE ALL DOCUMENTS AND EXHIBITS ATTACHED HERETO AND ALL OTHER TERMS INCORPORATED BY REFERENCE HEREIN. IF NO OBJECTION IS MADE IMMEDIATELY, THIS AGREEMENT SHALL CONSTITUTE THE FINAL, COMPLETE AND EXCLUSIVE STATEMENT OF THIS CONTRACT AND MAY NOT BE MODIFIED OR RESCINDED EXCEPT BY WRITTEN AGREEMENT SIGNED BY ADM. ADM HEREBY EXPRESSLY OBJECTS TO AND REJECTS ALL TERMS AND CONDITIONS IN SELLER'S CONFIRMATION OR OTHER WRITING, OF WHATEVER KIND, INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

WARRANTIES: SELLER REPRESENTS AND WARRANTS TO ADM THAT (A) IT IS A MERCHANT AS THAT TERM IS DEFINED BY THE UNIFORM COMMERCIAL CODE; (B) THE GOODS CONFORM TO THE SPECIFICATIONS PRESCRIBED BY ADM; (C) THE GOODS ARE NOT ADULTERATED OR MISBRANDED WITHIN THE MEANING OF THE FEDERAL FOOD, DRUG AND COSMETIC ACT, AS AMENDED, OR INCLUDE ANY ARTICLE OR COMPONENT WHICH MAY NOT, UNDER THE PROVISIONS OF SUCH ACT, BE INTRODUCED INTO INTERSTATE COMMERCE; (D) THE GOODS ARE FIT FOR SALE, AND DO NOT CONTAIN TRANSGENIC EVENTS NOT APPROVED FOR USE OR SALE, IN THE U.S., CANADA, CHINA, SOUTH KOREA, THE EUROPEAN UNION, JAPAN AND MEXICO; (E) THE GOODS ARE FREE FROM ANY PEANUT, PEANUT PRODUCT, PEANUT RESIDUE, TREE NUTS (E.G., ALMONDS, WALNUTS, PECANS), TREE NUT PRODUCT, OR TREE NUT RESIDUE; (F) THE GOODS ARE U.S. SEEDS THAT WERE ENTIRELY GROWN IN THE CONTINENTAL U.S.; (G) IF THE GOODS ARE CANOLA SEED, THEY ARE LOW ERUICIC ACID CANOLA SEED ONLY; AND (H) THE GOODS ARE AND WILL REMAIN FREE AND CLEAR OF ANY PENALTY, LIEN, CHARGE, QUOTA REGULATION OR ENCUMBRANCE, GOVERNMENTAL OR OTHERWISE, OF ANY NATURE WHATSOEVER AT THE TIME OF SALE TO ADM. WITHOUT LIMITING THE FOREGOING, SELLER WARRANTS THAT THE GOODS MEET THE MINIMUM STANDARDS PRESCRIBED BY THE U.S. FDA, INCLUDING A MAXIMUM AFLATOXIN LEVEL OF 20 PPS (UNLESS A DIFFERENT LEVEL IS OTHERWISE SPECIFIED HEREIN) AND THAT ALL GOODS HAVE BEEN FREE AT ALL TIMES OF ANY OTHER CONTAMINATION. FURTHERMORE, SELLER WARRANTS THAT THE GOODS WILL NOT POSE ANY FOOD SAFETY OR QUARANTINE RISK TO ADM AND THAT THE GOODS HAVE NOT BEEN SHIPPED FROM ANY AREA QUARANTINED BY THE U.S. DEPARTMENT OF AGRICULTURE - ANIMAL AND PLANT HEALTH INSPECTION SERVICE ("APHIS").

OFF-GRADE GOODS: ADM, IN ITS SOLE DISCRETION, MAY DECIDE WHETHER TO REJECT OR ACCEPT OFF-GRADE GOODS AGAINST THIS AGREEMENT BUT IF ADM ACCEPTS OFF-GRADE GOODS, THE ADM DISCOUNT SCHEDULE IN EFFECT AT THE TIME OF UNLOAD SHALL APPLY TO THE PRICE PAID HEREUNDER FOR ANY SUCH OFF-GRADE GOODS AND ADM SHALL HAVE NO OBLIGATION TO FIRST NOTIFY SELLER. TO THE EXTENT ALL OR ANY PORTION OF THE GOODS, REGARDLESS OF GRADE, IS TAGGED, SEIZED, CONFISCATED OR DECLARED UNFIT BY ANY REGULATORY AGENCY, IT SHALL BE AUTOMATICALLY REJECTED, NOT A PART OF THIS AGREEMENT, AND OWNERSHIP OF SUCH GOODS SHALL REMAIN WITH SELLER.

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RISK OF LOSS/TRANSFER OF TITLE: UNLESS OTHERWISE SPECIFIED BY ADM, THE GOODS SHALL BE DELIVERED F.O.B. DESTINATION AND ANY FREIGHT CHARGE INCREASES OR SURCHARGES WILL BE PAID BY SELLER. ADM AND SELLER AGREE THAT THE PASSAGE OF TITLE AND RISK OF LOSS SHALL OCCUR UPON ACCEPTANCE OF THE GOODS BY ADM AT THE DESTINATION. IF THE SETTLED PRICE FOR THE GOODS IS NOT ESTABLISHED AT OR PRIOR TO DELIVERY, ADM IS NOT REQUIRED TO CARRY BOND ON THE GOODS FOR THE BENEFIT OF SELLER, AND IN CASE OF INSOLVENCY, PAYMENT FOR THE GRAIN BECOMES A COMMON CLAIM AGAINST ADM.

ORDER FULFILLMENT: IF MORE THAN ONE CONTRACT IS OPEN, SHIPMENTS ARE TO BE APPLIED ON CONTRACTS IN ORDER OF EACH CONTRACT'S DELIVERY DATE BEGINNING WITH THE OLDEST CONTRACT. IT IS UNDERSTOOD THAT THIS AGREEMENT IS NOT COMPLETED UNTIL ALL SHIPMENTS ARE RECEIVED, GRADED, WEIGHED AND UNLOADED AT DESTINATION. ADM MAY DESIGNATE ANY REASONABLE ALTERNATE DELIVERY POINT IF NECESSARY TO EXPEDITE SELLER'S PERFORMANCE OF THIS AGREEMENT, BUT ADM SHALL HAVE NO OBLIGATION TO DO SO.

LATE DELIVERY: SELLER IS RESPONSIBLE TO DELIVER THE QUANTITY AND QUALITY OF GOODS CONTRACTED FOR HEREUNDER WITHIN THE DELIVERY PERIOD SPECIFIED HEREUNDER. FAILURE TO DELIVER WITHIN THE DELIVERY PERIOD IS A DEFAULT UNDER THIS AGREEMENT. WITH RESPECT TO SELLER'S OBLIGATIONS UNDER THIS CONTRACT, TIME IS OF THE ESSENCE.

SELLER DEFAULT: ADM'S REMEDIES: THE OCCURRENCE OF ANY OF THE FOLLOWING EVENTS SHALL CONSTITUTE A DEFAULT BY SELLER AND A BREACH OF THE ENTIRE AGREEMENT BETWEEN THE PARTIES: (A) FAILURE BY SELLER TO PERFORM ANY OF ITS OBLIGATIONS SPECIFIED IN THIS AGREEMENT; (B) SELLER GENERALLY NOT BEING ABLE TO PAY ITS DEBTS AS THEY BECOME DUE, SELLER ADMITTING IN WRITING ITS INABILITY TO PAY ITS DEBTS, SELLER MAKING AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS, OR THE COMMENCEMENT OF ANY CASE, PROCEEDING, OR OTHER ACTION SEEKING TO HAVE AN ORDER FOR RELIEF ENTERED ON ITS BEHALF OR AGAINST IT AS DEBTOR OR TO ADJUDICATE IT BANKRUPT OR INSOLVENT, OR SEEKING REORGANIZATION, ARRANGEMENT, ADJUSTMENT, LIQUIDATION, DISSOLUTION OR COMPOSITION OF IT OR ITS DEBTS UNDER ANY LAW RELATING TO BANKRUPTCY, INSOLVENCY, REORGANIZATION; (C) SELLER'S FINANCIAL CONDITION IS SUCH TO BE OR BECOMES UNSATISFACTORY IN ADM'S REASONABLE OPINION; AND (D) THE ISSUANCE OF EXECUTION PROCESS AGAINST ANY PROPERTY OF SELLER OR ANY COMMODATION, LEVY, FORFEITURE, OR SIMILAR ACTION AGAINST THE GOODS OR ANY PORTION THEREOF. IN THE EVENT OF A DEFAULT, ADM, AT ITS OPTION MAY: (1) TERMINATE THIS AGREEMENT WITHOUT FURTHER OBLIGATION; (2) PURCHASE A SUBSTITUTION FOR THE GOODS ON THE OPEN MARKET FOR SELLER'S ACCOUNT, AND SELLER WILL PAY ADM ANY LOSS AND INCIDENTAL EXPENSES RESULTING THEREFROM; (3) REQUIRE SELLER TO PAY THE DIFFERENCE BETWEEN THE AGREEMENT PRICE AND THE MARKET PRICE ON THE DATE OF TERMINATION; AND/OR (4) TERMINATE ANY OR ALL OTHER CONTRACTS IN EXISTENCE BETWEEN ADM AND SELLER WHETHER OR NOT SELLER MAY OTHERWISE BE IN DEFAULT THEREUNDER. NOTWITHSTANDING THE FOREGOING, ADM MAY PURSUE ANY REMEDY ALLOWED BY LAW, AND ADM WILL BE ENTITLED TO COLLECT FROM SELLER REASONABLE ATTORNEY'S FEES AND COSTS INCURRED BY ADM IN CONNECTION WITH ENFORCEMENT OF THIS AGREEMENT.

ADM ADVANCE OF FUNDS: IF THERE ARE UNPAID GOODS SUBJECT TO THIS AGREEMENT AND ADM ADVANCES FUNDS TO SELLER PRIOR TO FINAL PRICING, THEN ADM SHALL HAVE THE RIGHT, IN THE EVENT THE MARKET DECLINES, TO REQUIRE SELLER TO REFUND A PORTION OF THE AMOUNT ADM HAD SO ADVANCED. THE REFUNDED AMOUNT WILL BE EQUAL TO THE DECLINE IN THE MARKET (THE DIFFERENCE BETWEEN THE THEN CURRENT MARKET PRICE AND THE MARKET PRICE OF THE GOODS ON THE DATE ADM ADVANCED FUNDS TO SELLER), IN ORDER TO MAINTAIN THE MARGIN TO THE MARKET AS AGREED UPON IN THIS AGREEMENT. WITHOUT PREJUDICE TO OTHER LEGAL REMEDIES, ADM MAY TREAT SELLER'S FAILURE TO REFUND THE FULL AMOUNT SO REQUESTED WITHIN 48 HOURS AFTER SUCH DEMAND AS A DEFAULT UNDER THIS AGREEMENT AND PURSUE ADM'S LEGAL AND EQUITABLE REMEDIES.

FORCE MAJEURE: ADM SHALL NOT BE LIABLE FOR DELAY IN ADM'S PERFORMANCE OR FAILURE WHEN SUCH DELAY OR FAILURE IS DUE TO UNFORESEEN CAUSES BEYOND ITS CONTROL AND WITHOUT ITS FAULT OR NEGLIGENCE, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, ACTS OF PUBLIC ENEMY, GOVERNMENTAL ACTION, FIRES, FLOODS, EARTHQUAKES, EPIDEMICS, QUARANTINE RESTRICTION, LABOR DIFFICULTIES, FREIGHT EXCHANGES, PLANT BREAKDOWNS, TRANSPORTATION SHORTAGES OR UNUSUALLY SEVERE WEATHER. ADM SHALL NOT BE REQUIRED TO PAY FOR OR TO ACCEPT SELLER'S APPLICATION OF OR TITLE TO ANY GOODS FOR SO LONG AS ADM IS DELAYED IN PERFORMANCE AS A RESULT OF ONE OR MORE OF THE EVENTS DESCRIBED IN THE PRECEDING SENTENCE.

PRICE; VOLATILITY: UNLESS OTHERWISE STATED, THE PRICES SET FORTH ON THIS AGREEMENT ARE IN U.S. DOLLARS. FOR THE AVOIDANCE OF DOUBT, ADM AND SELLER RECOGNIZE THAT THE MARKET PRICE WHEN DELIVERY IS REQUIRED UNDER THIS AGREEMENT MAY DIFFER SUBSTANTIALLY FROM THE AGREEMENT PRICE, AND EACH PARTY AGREES NOT TO ASSERT SUCH A DIFFERENCE AS AN EXCUSE FOR NON-PERFORMANCE HEREUNDER OR AS A DEFENSE FOR DAMAGES FOR FAILURE TO PERFORM IN WHOLE OR IN PART.

INDEMNITY: SELLER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD ADM HARMLESS FROM AND AGAINST ALL LIABILITIES, COSTS, EXPENSES, CLAIMS OR DEMANDS WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE FOR INJURIES OR DAMAGES TO ANY PERSON OR PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THIS INDEMNIFICATION OBLIGATION SHALL APPLY WITHOUT REGARD TO CAUSE OR CAUSES, INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE AND UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, THEORIES IN CONTRACT, TORT OR STRICT LIABILITY. THIS INDEMNIFICATION OBLIGATION SHALL BE SUPPORTED BY ADEQUATE LIABILITY INSURANCE COVERAGE.

NGFA RULES/ARBITRATION: EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS AGREEMENT SHALL BE SUBJECT TO THE TRADE RULES OF THE NATIONAL GRAIN AND FEED ASSOCIATION ("NGFA"), WHICH ARE INCORPORATED HEREIN. THE PARTIES AGREE THAT THE SOLE REMEDY FOR RESOLUTION OF ANY AND ALL DISAGREEMENTS OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE THROUGH ARBITRATION PROCEEDINGS BEFORE THE NGFA PURSUANT TO THE NGFA ARBITRATION RULES. IN THE EVENT OF A CONFLICT BETWEEN THE NGFA TRADE RULES AND THIS AGREEMENT, THIS AGREEMENT SHALL CONTROL. THE DECISION AND AWARD DETERMINED THROUGH SUCH ARBITRATION SHALL BE FINAL AND BINDING UPON EACH PARTY.

MISCELLANEOUS: ADM'S FAILURE TO INSIST ON FULL PERFORMANCE OF ANY ITEM OR CONDITION OF THIS AGREEMENT OR ADM'S WAIVER OF ANY BREACH HEREUNDER SHALL NOT BE CONSIDERED WAIVER OF THAT TERM OR CONDITION IN THE FUTURE OR ANY OTHER TERMS, CONDITIONS OR RIGHTS OF ADM UNDER THIS AGREEMENT. SELLER SHALL NOT ASSIGN THIS AGREEMENT OR ANY RIGHT OR INTEREST HEREIN, NOR MAY SELLER DELEGATE ANY DUTY OR OBLIGATION HEREUNDER, WITHOUT THE EXPRESS WRITTEN CONSENT OF ADM. ANY ASSIGNMENT OR DELEGATION IN VIOLATION OF THE PRECEDING SENTENCE SHALL BE NULL AND VOID. THE INVALIDITY OR UNENFORCEABILITY OF ANY PARTICULAR PROVISIONS OF THIS AGREEMENT SHALL NOT AFFECT THE REMAINING PROVISIONS THEREOF, AND THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS AS IF SUCH INVALID OR UNENFORCEABLE PROVISION HAD BEEN OMITTED. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, THE PROVISIONS OF THIS AGREEMENT ARE FOR THE BENEFIT OF THE PARTIES HERETO AND NOT FOR ANY PERSON OR ENTITY. IT IS AGREED THAT THIS CONTRACT WILL BE BINDING UPON THE HEIRS, ADMINISTRATORS, AND EXECUTORS OF THE RESPECTIVE PARTIES.



REPORT-ID=35230-30,DDNAME=IMAGES,MEMBER=?????,TYPE=PDF,SECTION=77752-238914-027520-20200806



ADM PROCESSING  
1388 HIGHWAY 97  
VELVA, ND 58790-9003  
701/338-2491

Settlement Number: 027520-P

REPRINT PURCHASE  
Settlement Date: 08/06/2020  
Customer: 238914-000  
Location: 752

CANOLA

Customer: BRODAL FARMS LTD  
C/O LYNN BRODAL  
10131 COUNTY ROAD 6  
COLUMBUS ND 58727-9583  
US

Settlement Currency in US Dollar

													Page 1 of 5		Extension	
Ticket	Date	Gross MT	Adjust	Net MT	Gross	Tare	Net					Contract	Price			
TW	MO	TD	HD	OD	DG	CD	DO	IM	MN	ST	OP	FC	WI	EL	US	
0495150-01	8/3/2020		26.08	0.63	25.45	89060		31560	57500			0012576-01	341.72000		\$8,696.77	
51.00	8.20	0.60	0.00	0.60	.2	0	2.4	0	0	0	42.1					
c	%	c		\$	\$		-2.4%M				%			-15\$		
Delivery Loc ADM PROCESSING					040691-01		Elev Ticket #					Shipment ID A17520495150-20-8				
Sub Vendor: BRODAL FARMS LTD					Hauler: NAME ID NUMBER NOT FOUND					Vehicle ID: AD01071405						
Entry Number:					ORIGIN:		COLUMBUS, ND					GRAIN ASSESSMENT				-\$22.44
=====																
TOTAL PER TICKET														8674.33		

0495151-01	8/3/2020	27.13	0.52	26.61	91740	31920	59820	0012576-01	341.72000	\$9,093.17				
51.00	8.10	0.60	0.00	0.40	.2	0	1.9	0	0	0	41.6			
c	%	c		\$	\$		-1.9%M				%		-15\$	
Delivery Loc	ADM PROCESSING				040691-02	Elev Ticket #				Shipment ID A17520495151-20-8				
Sub Vendor:	BRODAL FARMS LTD				Hauler:NAME ID NUMBER NOT FOUND				Vehicle ID: AD01071404					
Entry Number:					ORIGIN:	COLUMBUS, ND				GRAIN ASSESSMENT				-\$23.46
=====														
TOTAL PER TICKET												9069.71		

0495194-01	8/3/2020	28.31	0.54	27.77	94420	32000	62420	0012576-01	341.72000	\$9,489.56		
51.00	8.10	0.80	0.00	0.60	.2	0	1.9	0	0	0	41.8	
c	%	c		\$	\$		-1.9%M				%	-15\$
Delivery Loc	ADM PROCESSING				040691-03	Elev Ticket #				Shipment ID A17520495194-20-8		
Sub Vendor:	BRODAL FARMS LTD				Hauler:NAME ID NUMBER NOT FOUND				Vehicle ID: AD01071402			
Entry Number:					ORIGIN:	COLUMBUS, ND				GRAIN ASSESSMENT		-\$24.49
=====												
TOTAL PER TICKET												9485.07

GRN-SETTLEMENT FORMS-UF-94300

GRN-SETTLEMENT FORMS-UF-94300

Ticket TW	Date MO	Gross MT TD	Adjust HD	Net MT DG	Gross CD	Tare DO	Net IM	Net MN	ST	OP	Contract FC	Price WI	Page 3 of 5 EL	Extension US
											GRAIN ASSESSMENT			-\$24.69

ORIGIN: COLUMBUS, ND

TOTAL PER TICKET 9543.47

0495268-01	8/4/2020	26.02	0.44	25.58	89440	32080	57360				0012576-01	341.72000	\$8,741.20
51.00	7.60	0.40	0.00	0.00	.4	0	1.7	0	0	0	42.8		
c	%	c			\$		-1.7%M				%	-15\$	
Delivery Loc	ADM PROCESSING			040891-08			Elev Ticket #					Shipment ID	AI7520495268-20-8
Sub Vendor	BRODAL FARMS LTD						Hauler: NAME ID NUMBER NOT FOUND					Vehicle ID	AD01071402
Entry Number:				ORIGIN:	COLUMBUS, ND						GRAIN ASSESSMENT		-\$22.56

TOTAL PER TICKET 8718.64

0495304-01	8/4/2020	27.83	0.67	27.16	91980	30600	61360				0012576-01	341.72000	\$9,281.12
51.00	8.00	1.80	0.00	1.40	.4	0	2.4	0	0	0	42.8		
c	%	c		\$	\$		-2.4%M				%	-15\$	
Delivery Loc	ADM PROCESSING			040691-09			Elev Ticket #					Shipment ID	AI7520495304-20-8
Sub Vendor	BRODAL FARMS LTD						Hauler: NAME ID NUMBER NOT FOUND					Vehicle ID	AD01071405
Entry Number:				ORIGIN:	COLUMBUS, ND						GRAIN ASSESSMENT		-\$23.95

TOTAL PER TICKET 9257.17

0495309-01	8/4/2020	28.85	0.75	28.10	95080	31480	63600				0012576-01	341.72000	\$9,602.33
51.00	8.10	0.80	0.00	0.60	.2	0	2.6	0	0	0	43.6		
c	%	c		\$	\$		-2.6%M				%	-15\$	
Delivery Loc	ADM PROCESSING			040691-10			Elev Ticket #					Shipment ID	AI7520495309-20-8
Sub Vendor	BRODAL FARMS LTD						Hauler: NAME ID NUMBER NOT FOUND					Vehicle ID	AD01071399
Entry Number:				ORIGIN:	COLUMBUS, ND						GRAIN ASSESSMENT		-\$24.78

TOTAL PER TICKET 9577.55

0495323-01	8/4/2020	25.90	0.70	25.20	88840	31740	57100				0012576-01	341.72000	\$8,611.34
51.00	7.80	3.00	0.00	2.60	.4	0	2.7	0	0	0	42.8		
c	%	c		\$	\$		-2.7%M				%	-15\$	
Delivery Loc	ADM PROCESSING			040891-11			Elev Ticket #					Shipment ID	AI7520495323-20-8
													GRN-SETTLEMENT FORMS-UF-94300

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Ticket TW	Date MO	Gross MT TD	Adjust OD	Net MT DG	Gross CD	Tare DO	Net IM	ST	OP	Contract FC	Price WI	Page EL	4 of 5 Extension US
Sub Vendor: BRODAL FARMS LTD										Hauler: NAME ID NUMBER NOT FOUND			
Entry Number:										Vehicle ID: AD01071404			

ORIGIN: COLUMBUS, ND

GRAIN ASSESSMENT - \$22.22

TOTAL PER TICKET 8589.12

0495328-01	8/4/2020	27.40	0.74	26.66	92040	31640	60400	0012576-01				341.72000	\$9,110.26
51.00	8.20	0.50	0.00	0.50	2	0	2.7	0	0	0	43.3		
c	%	c		\$	\$		-2.7%	M			%	-15\$	
Delivery Loc: ADM PROCESSING				040691-12				Elev Ticket #				Shipment ID: AJ7520495328-20-8	
Sub Vendor: BRODAL FARMS LTD								Hauler: NAME ID NUMBER NOT FOUND				Vehicle ID: ADD1071402	
Entry Number:				ORIGIN: COLUMBUS, ND				GRAIN ASSESSMENT				-\$23.51	

GRAIN ASSESSMENT - \$23.51

TOTAL PER TICKET 9086.75

GRAIN ASSESSMENT - \$278.49

WEIGHING/INSPECTION FEE - \$180.00

SETTLEMENT AMOUNT \$107,463.51

Ref : 01

030189

BRODAL FARMS LTD \$107,463.51

Gross	324.07
Disc.	8.25
Net MT	315.82

Extended Amount	\$107,922.00
Dollar Deductions	-\$458.49
Settlement Amount	\$107,463.51

## Contracts Due in 90 Days:

Commodity	Loc	Contract	Delivery Date	Due Date	Remaining Quantity	Price
GRN-SETTLEMENT FORMS-UF--94300						



Gross	Tare	Net							Page	5 of 5
	IM	MN	ST	OP	FC	WI	EL	US		

\*\*\* No Open Contracts

REPORT-ID=35230-30,DDNAME=IMAGES,MEMBER=??????,TYPE=PDF,SECTION=???52-238914-028477-20201015



ADM PROCESSING  
1388 HIGHWAY 97  
VELVA, ND 58790-9003  
701/338-2491

Settlement Number: 028477-P

REPRINT PURCHASE  
Settlement Date: 10/15/2020  
Customer: 238914-000  
Location: 752

Customer: BRODAL FARMS LTD  
C/O LYNN BRODAL  
10131 COUNTY ROAD 6  
COLUMBUS ND 58727-9583  
US

CANOLA

Settlement Currency in US Dollar

Ticket TW	Date MO	Gross MT TD	Adjust HD	Adjust OD	Net MT DG	Gross CD	Tare DD	IM	Net MN	ST	OP	Contract FC	Price WI	Page EL	1 of 5 Extension US
0495330-01	8/5/2020	27.58	0.52		27.06	93400	32600		60800			0012576-01	341.72000		\$9,246.94
51.00	8.30	0.20	0.00	0.00	.2	0	1.9	0	0	0	43.1				
c	%	c			\$		-1.9%M				%				-155
Delivery Loc:	ADM PROCESSING				040753-01				Elev Ticket #			Shipment ID	A17520495330-20-8		
Sub Vendor:	BRODAL FARMS LTD								Hauler: NAME ID NUMBER NOT FOUND			Vehicle ID:	AD01071400		
Entry Number:					ORIGIN:	COLUMBUS, ND						GRAIN ASSESSMENT			-\$23.86
=====															
TOTAL PER TICKET															9223.08

0495331-01	8/5/2020	27.49	0.55		26.94	91940	31340		60600			0012576-01	341.72000		\$9,205.94
51.00	8.00	0.20	0.00	0.00	.2	0	2	0	0	0	42.5				
c	%	c			\$		-2%M				%				-155
Delivery Loc:	ADM PROCESSING				040753-02				Elev Ticket #			Shipment ID	A17520495331-20-8		
Sub Vendor:	BRODAL FARMS LTD								Hauler: NAME ID NUMBER NOT FOUND			Vehicle ID:	AD01071405		
Entry Number:					ORIGIN:	COLUMBUS, ND						GRAIN ASSESSMENT			-\$23.76
=====															
TOTAL PER TICKET															9182.18

0495334-01	8/5/2020	25.84	0.67		25.17	88520	31560		56960			0012576-01	341.72000		\$8,601.09
51.00	7.80	0.20	0.00	0.00	.2	0	2.6	0	0	0	43				
c	%	c			\$		-2.6%M				%				-155
Delivery Loc:	ADM PROCESSING				040753-03				Elev Ticket #			Shipment ID	A17520495334-20-8		
Sub Vendor:	BRODAL FARMS LTD								Hauler: NAME ID NUMBER NOT FOUND			Vehicle ID:	AD01071397		
Entry Number:					ORIGIN:	COLUMBUS, ND						GRAIN ASSESSMENT			-\$22.19
=====															
TOTAL PER TICKET															8578.9

GRN-SETTLEMENT FORMS-UF--94300

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Brodal Farms 000018

Ticket TW	Date MO	Gross MT TD	Adjust OD	Net MT DG	Gross CD	Tare DO	Net IM	Net MN	ST	OP	Contract FC	Price WI	EL	US
0495336-01	8/5/2020	24.44	0.81	23.63	85660	31780	53880				0012576-01	341.72000	\$8,074.84	
51.00	8.20	0.20	0.00	0.00	2	0	33	0	0	0	42.9			
c	%	c			\$		-3.3%M				%			
Delivery Loc:	ADM PROCESSING				040753-04		Elev Ticket #				Shipment ID	A17520495336-20-8		
Sub Vendor:	BRODAL FARMS LTD						Hauler: NAME ID NUMBER NOT FOUND				Vehicle ID:	AD01071398		
Entry Number:					ORIGIN:	COLUMBUS, ND					GRAIN ASSESSMENT		-\$20.84	
=====														
TOTAL PER TICKET													8054	
0495337-01	8/5/2020	27.93	0.59	27.34	93620	32040	61580				0012576-01	341.72000	\$9,342.62	
51.00	8.40	0.20	0.00	0.00	2	0	2.1	0	0	0	42.6			
c	%	c			\$		-2.1%M				%			
Delivery Loc:	ADM PROCESSING				040753-05		Elev Ticket #				Shipment ID	A17520495337-20-8		
Sub Vendor:	BRODAL FARMS LTD						Hauler: NAME ID NUMBER NOT FOUND				Vehicle ID:	AD01071395		
Entry Number:					ORIGIN:	COLUMBUS, ND					GRAIN ASSESSMENT		-\$24.11	
=====														
TOTAL PER TICKET													9318.51	
0495338-01	8/5/2020	26.12	0.73	25.39	87720	30140	57580				0012576-01	341.72000	\$8,676.27	
51.00	8.20	0.60	0.00	0.00	.6	0	2.8	0	0	0	42.9			
c	%	c			\$		-2.8%M				%			
Delivery Loc:	ADM PROCESSING				040753-06		Elev Ticket #				Shipment ID	A17520495338-20-8		
Sub Vendor:	BRODAL FARMS LTD						Hauler: NAME ID NUMBER NOT FOUND				Vehicle ID:	AD01071394		
Entry Number:					ORIGIN:	COLUMBUS, ND					GRAIN ASSESSMENT		-\$22.39	
=====														
TOTAL PER TICKET													8853.88	
0495342-01	8/5/2020	27.61	0.80	26.81	93400	32520	60880				0012576-01	341.72000	\$9,161.51	
51.00	8.20	1.00	0.00	0.80	2	0	2.9	0	0	0	43.1			
c	%	c		\$	\$		-2.9%M				%			
Delivery Loc:	ADM PROCESSING				040753-07		Elev Ticket #				Shipment ID	A17520495342-20-8		
Sub Vendor:	BRODAL FARMS LTD						Hauler: NAME ID NUMBER NOT FOUND				Vehicle ID:	AD01071404		
Entry Number:														

GRN-SETTLEMENT FORMS-UF-94300



Ticket TW	Date MO	Gross MT TD	Adjust OD	Net MT DG	Gross CD	Tare DO	Net IM	ST	OP	Contract FC	Price WI	Page EL	3 of 5 Extension US
ORIGIN: COLUMBUS, ND										GRAIN ASSESSMENT		-523.64	
=====													
TOTAL PER TICKET												9137.87	
=====													
0495350-01	8/5/2020	29.29	1.05	28.24	98400	33820	64580			0012576-01	341.72000	\$9,650.17	
51.00	8.20	0.40	0.00	0.00	.4	0	3.6	0	0	0	42.2		
c	%	c			\$		-3.6%M				%	-15\$	
Delivery Loc	ADM PROCESSING			040753-08	Elev Ticket #			Shipment ID			A17520495350-20-8		
Sub Vendor:	BRODAL FARMS LTD			Hauler:NAME ID NUMBER NOT FOUND			Vehicle ID:			AD01071393			
Entry Number:				ORIGIN:	COLUMBUS, ND			GRAIN ASSESSMENT			-524.90		
=====													
TOTAL PER TICKET												9625.27	
=====													
0495353-01	8/5/2020	27.97	0.76	27.21	93400	31740	61660			0012576-01	341.72000	\$9,298.20	
51.00	8.10	0.20	0.00	0.00	.2	0	2.7	0	0	0	42.2		
c	%	c			\$		-2.7%M				%	-15\$	
Delivery Loc	ADM PROCESSING			040753-09	Elev Ticket #			Shipment ID			A17520495353-20-8		
Sub Vendor:	BRODAL FARMS LTD			Hauler:NAME ID NUMBER NOT FOUND			Vehicle ID:			AD01071399			
Entry Number:				ORIGIN:	COLUMBUS, ND			GRAIN ASSESSMENT			-523.99		
=====													
TOTAL PER TICKET												9274.21	
=====													
0495354-01	8/5/2020	13.63	0.25	13.39	93140	31760	61380			0012576-01	341.72000	\$4,575.63	
51.00	8.30	0.60	0.00	0.00	.6	0	1.8	0	0	0	43.1		
c	%	c			\$		-1.8%M				%	-7.34\$	
Delivery Loc	ADM PROCESSING			040753-10	Elev Ticket #			Shipment ID			A17520495354-20-8		
Sub Vendor:	BRODAL FARMS LTD			Hauler:NAME ID NUMBER NOT FOUND			Vehicle ID:			AD01071392			
Entry Number:				ORIGIN:	COLUMBUS, ND			GRAIN ASSESSMENT			-511.80		
=====													
TOTAL PER TICKET												4563.83	
=====													
0496203-01	8/19/2020	28.38	0.94	27.44	93760	31200	62560			S018951-01	331.59000	\$9,098.83	
51.00	8.20	0.40	0.00	0.00	.4	0	3.3	0	0	0	41.2		
c	%	c			\$		-3.3%M				%	-15\$	
Delivery Loc	ADM PROCESSING			041047-01	Elev Ticket #			Shipment ID			A17520496203-20-8		
GRN-SETTLEMENT FORMS-UF-94300													

											Page	4 of 5									
Ticket	Date	Gross MT	Adjust	Net MT	Gross	Tare	Net				Contract	Price	Extension								
TW	MO	TD	HD	DG	CD	DO	IM	MN	ST	OP	FC	WI	EL	US							
Sub Vendor: BRODAL FARMS LTD											Hauler: NAME ID NUMBER NOT FOUND			Vehicle ID: AD01071397							
Entry Number:											ORIGIN: COLUMBUS, ND		GRAIN ASSESSMENT		-\$24.20						
													=====								
													TOTAL PER TICKET		9074.63						
0496770-01 8/26/2020 24.18 0.63 23.55 85360 32060 53300											S019080-01 337.31000		\$7,943.65								
51.00	7.40	0.40	0.00	0.20	2	0	2.6	0	0	0	43										
c	%	c		%	\$		-2.6%M				%		-15\$								
Delivery Loc ADM PROCESSING				041188-01				Elev Ticket #				Shipment ID A17520496770-20-8									
Sub Vendor: BRODAL FARMS LTD								Hauler: NAME ID NUMBER NOT FOUND				Vehicle ID: AD01071402									
Entry Number:				ORIGIN: COLUMBUS, ND								GRAIN ASSESSMENT									
												- \$20.77									
												=====									
												TOTAL PER TICKET									
												7922.88									
0500445-02 10/2/2020 24.89 0.62 24.27 100840 32480 68360											S019828-01 366.13000		\$8,885.98								
51.00	8.40	1.00	0.00	0.00	1	0	2.5	0	0	0	40.6										
c	%	c			\$		-2.5%M				%		-12.04\$								
Delivery Loc ADM PROCESSING				042314-04				Elev Ticket #				Shipment ID A17520500445-20-10									
Sub Vendor: BRODAL FARMS LTD								Hauler: NAME ID NUMBER NOT FOUND				Vehicle ID: AD01071400									
Entry Number:				ORIGIN: COLUMBUS, ND								GRAIN ASSESSMENT									
												- \$21.40									
												=====									
												TOTAL PER TICKET									
												8864.58									
											GRAIN ASSESSMENT										
											- \$287.85										
											WEIGHING/INSPECTION FEE										
											- \$184.38										
											SETTLEMENT AMOUNT										
											\$111,289.44										
Ref : 01											030987										
											BRODAL FARMS LTD										
											\$111,289.44										
											GRN-SETTLEMENT FORMS-UF-94300										

Page 5 of 5									
Gross	Tare	Net	ST	OP	FC	WI	EL	US	
	IM	MN							
Gross								335.36	
Disc.								8.92	
Net MT								326.44	
Extended Amount								\$111,761.67	
Dollar Deductions								-\$472.23	
Settlement Amount								\$111,289.44	

Contracts Due in 90 Days:						
Commodity	Loc	Contract	Delivery Date	Due Date	Remaining Quantity	Price
*** No Open Contracts						



# Exhibit E



**ADM PROCESSING**  
1388 HIGHWAY 97  
VELVA, ND 58790-9003  
701/338-2491

**PURCHASE Reprint**

**SELLER**    **BRODAL FARMS LTD**  
C/O LYNN BRODAL  
10131 COUNTY ROAD 6  
COLUMBUS        ND 58727-9583  
US

**Contract Number:** 0013206  
**Contract Location:** 752        01  
**FIXED PRICE**        Purchase  
**Contract Date:**        9/29/2020  
**Customer:**            238914-000  
**Inventory Loc:**        752  
**Buyer:**                Morgan L. Hall

**We Confirm Our Agreement With You Today As Follows:**

**Grain:**                CANOLA  
**Quantity:**            113.40 / MT (250,002/LBS)  
**Futures:**            CAD\$508.4000 / MT @ WICE/Nov-20  
**Basis:**                CAD(\$30.00) / MT  
**Price:**                USD\$358.25 / MT (\$16.2501/CWT)  
**Date Priced:**        29-Sep-2020  
**Origin:**                Columbus North Dakota  
**Destination:**        Velva, ADM Processing North Dakot  
**Payment Terms:**  
**Delivery Terms:**    DELIVERED

**Transportation:**    TRUCK  
**Their Contract#:**  
**Hold Pay Until:**  
**Service Fee:**        \$0.0000  
**Specialty Premium:** \$0.0000  
**Begin Delivery:**    29-Sep-2020  
**End Delivery:**        31-Oct-2020  
**Grades to Govern:**    Destination  
**Weight to Govern:**    Destination

**REMARKS AND SPECIAL TERMS**

ADM option to accept off grade seed-ADM schedule of discounts to apply at delivery (time of unload).  
Official grain inspection grades to govern-samples dumped @ 7 days.

A penalty will be charged for late delivery at replacement value.  
Price & quantity based on net clean seed - all dockage deductible.

\*\*\* US Canola seed grown in the United States \*\*\*

Please return a signed copy by mail or fax 1-701-338-2128.

Canadian toll free #800-232-1487 u.s. toll free #800-548-8613.

Receipt of this contract by you is an acknowledgement of acceptance of all terms and conditions herein unless immediate notice is sent to us advising of any errors.

Grading charged (truck \$15/rail \$20) check-off tax (0.04/cwt) & indemnity fund charged to seller account.

PAYMENT WITHIN 10 DAYS OF CONTRACT FULFILLMENT OR AS INSTRUCTED BY VENDOR.

5,000 bu @ \$16.25/cwt

Accepted By Customer

Date

Morgan L. Hall

Date

Purchase Contract: 0013206

PLEASE SIGN AND RETURN ONE COPY

Page: 1/2

admogndata/120/752/GRN-CONTRACT FORMS-UF-25500-S



Purchase Contract: 0013206

Archer-Daniels-Midland Company and its Subsidiaries ("ADM")  
Terms and Conditions of Purchase (Origination)

Page: 2/2

TERMS AND CONDITIONS OF CONTRACT: THESE TERMS AND CONDITIONS OF PURCHASE ("AGREEMENT") INCLUDE ALL DOCUMENTS AND EXHIBITS ATTACHED HERETO AND ALL OTHER TERMS INCORPORATED BY REFERENCE HEREIN. IF NO OBJECTION IS MADE IMMEDIATELY, THIS AGREEMENT SHALL CONSTITUTE THE FINAL, COMPLETE AND EXCLUSIVE STATEMENT OF THIS CONTRACT AND MAY NOT BE MODIFIED OR RESCINDED EXCEPT BY WRITTEN AGREEMENT SIGNED BY ADM. ADM HEREBY EXPRESSLY OBJECTS TO AND REJECTS ALL TERMS AND CONDITIONS IN SELLER'S CONFIRMATION OR OTHER WRITING, OF WHATEVER KIND, INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

WARRANTIES: SELLER REPRESENTS AND WARRANTS TO ADM THAT (A) IT IS A MERCHANT AS THAT TERM IS DEFINED BY THE UNIFORM COMMERCIAL CODE; (B) THE GOODS CONFORM TO THE SPECIFICATIONS DESCRIBED BY ADM; (C) THE GOODS ARE NOT ADULTERATED OR MISHANDLED WITHIN THE MEANING OF THE FEDERAL FOOD, DRUG AND COSMETIC ACT, AS AMENDED, OR INCLUDE ANY ARTICLE OR COMMODITY WHICH MAY NOT, UNDER THE PROVISIONS OF SUCH ACT, BE INTRODUCED INTO INTERSTATE COMMERCE; (D) THE GOODS ARE FIT FOR SALE, AND DO NOT CONTAIN TRANSGENIC EVENTS NOT APPROVED FOR USE OR SALE, IN THE U.S., CANADA, CHINA, SOUTH KOREA, THE EUROPEAN UNION, JAPAN AND MEXICO; (E) THE GOODS ARE FREE FROM ANY PEANUT, PEANUT PRODUCT, PEANUT RESIDUE, TREE NUTS (E.G., ALMONDS, WALNUTS, PECANS), TREE NUT PRODUCT, OR TREE NUT RESIDUE; (F) THE GOODS ARE U.S. SEEDS THAT WERE ENTIRELY GROWN IN THE CONTINENTAL U.S.; (G) IF THE GOODS ARE CANOLA SEED, THEY ARE LOW ERUCIC ACID CANOLA SEED ONLY; AND (H) THE GOODS ARE AND WILL REMAIN FREE AND CLEAR OF ANY PENALTY, LIEN, CHARGE, QUOTA REGULATION OR ENCUMBRANCE, GOVERNMENTAL OR OTHERWISE, OF ANY NATURE WHATSOEVER AT THE TIME OF SALE TO ADM. WITHOUT LIMITING THE FOREGOING, SELLER WARRANTS THAT THE GOODS MEET THE MINIMUM STANDARDS DESCRIBED BY THE U.S. FDA, INCLUDING A MAXIMUM AFLATOXIN LEVEL OF 20 PPS (UNLESS A DIFFERENT LEVEL IS OTHERWISE SPECIFIED HEREIN) AND THAT ALL GOODS HAVE BEEN FREE AT ALL TIMES OF ANY OTHER CONTAMINATION. FURTHERMORE, SELLER WARRANTS THAT THE GOODS WILL NOT POSE ANY FOOD SAFETY OR QUARANTINE RISK TO ADM AND THAT THE GOODS HAVE NOT BEEN SHIPPED FROM ANY AREA QUARANTINED BY THE U.S. DEPARTMENT OF AGRICULTURE - ANIMAL AND PLANT HEALTH INSPECTION SERVICE ("APHIS").

OFF-GRADE GOODS: ADM, IN ITS SOLE DISCRETION, MAY DECIDE WHETHER TO REJECT OR ACCEPT OFF-GRADE GOODS AGAINST THIS AGREEMENT BUT IF ADM ACCEPTS OFF-GRADE GOODS, THE ADM DISCOUNT SCHEDULE IN EFFECT AT THE TIME OF UNLOAD SHALL APPLY TO THE PRICE PAID HEREUNDER FOR ANY SUCH OFF-GRADE GOODS AND ADM SHALL HAVE NO OBLIGATION TO FIRST NOTIFY SELLER. TO THE EXTENT ALL OR ANY PORTION OF THE GOODS, REGARDLESS OF GRADE, IS TARGED, SEIZED, CONFINED OR DECLARED UNFIT BY ANY REGULATORY AGENCY, IT SHALL BE AUTOMATICALLY REJECTED, NOT A PART OF THIS AGREEMENT, AND OWNERSHIP OF SUCH GOODS SHALL REMAIN WITH SELLER.

CARRIER CERTIFICATION: AT THE TIME OF DELIVERY, ADM MAY REQUIRE THAT AN ADM-PROVIDED FORM ENTITLED "CARRIER CERTIFICATION AND PRIOR LOAD VERIFICATION" BE COMPLETED AND SUBMITTED TO ADM PRIOR TO ADM'S ACCEPTANCE OF THE GOODS. THIS CERTIFICATION WILL REQUIRE THAT THE CARRIER CERTIFY THAT: A) ANY TRUCK, RAILCAR, BARGE, OR ANY OTHER MODE OF CONVEYANCE USED FOR TRANSPORTING THE GOODS WAS CLEAN OF ALL PREVIOUS RESIDUE; AND B) THE TRUCK, RAILCAR, OR BARGE OR OTHER MODE OF CONVEYANCE MUST NOT HAVE HADLED PEANUTS, PEANUT PRODUCTS, TREE NUTS (E.G., ALMONDS, WALNUTS, PECANS), OR TREE NUT PRODUCTS IN THE LOAD IMMEDIATELY PRIOR TO HAULING THE GOODS.

RISK OF LOSS/TRANSFER OF TITLE: UNLESS OTHERWISE SPECIFIED BY ADM, THE GOODS SHALL BE DELIVERED F.O.B. DESTINATION AND ANY FREIGHT CHARGE INCREASES OR SURCHARGES WILL BE PAID BY SELLER. ADM AND SELLER AGREE THAT THE PASSAGE OF TITLE AND RISK OF LOSS SHALL OCCUR UPON ACCEPTANCE OF THE GOODS BY ADM AT THE DESTINATION. IF THE SETTLEMENT PRICE FOR THE GOODS IS NOT ESTABLISHED AT OR PRIOR TO DELIVERY, ADM IS NOT REQUIRED TO CARRY BOND ON THE GOODS FOR THE BENEFIT OF SELLER, AND IN CASE OF INSOLVENCY, PAYMENT FOR THE GRAIN BECOMES A COMMON CLAIM AGAINST ADM.

ORDER FULFILLMENT: IF MORE THAN ONE CONTRACT IS OPEN, SHIPMENTS ARE TO BE APPLIED ON CONTRACTS IN ORDER OF EACH CONTRACT'S DELIVERY DATE BEGINNING WITH THE OLDEST CONTRACT. IT IS UNDERSTOOD THAT THIS AGREEMENT IS NOT COMPLETED UNTIL ALL SHIPMENTS ARE RECEIVED, GRADED, WEIGHED AND UNLOADED AT DESTINATION. ADM MAY DESIGNATE ANY REASONABLE ALTERNATE DELIVERY POINT IF NECESSARY TO EXPEDITE SELLER'S PERFORMANCE OF THIS AGREEMENT, BUT ADM SHALL HAVE NO OBLIGATION TO DO SO.

LATE DELIVERY: SELLER IS RESPONSIBLE TO DELIVER THE QUANTITY AND QUALITY OF GOODS CONTRACTED FOR HEREUNDER WITHIN THE DELIVERY PERIOD SPECIFIED HEREUNDER. FAILURE TO DELIVER WITHIN THE DELIVERY PERIOD IS A DEFAULT UNDER THIS AGREEMENT. WITH RESPECT TO SELLER'S OBLIGATIONS UNDER THIS CONTRACT, TIME IS OF THE ESSENCE.

SELLER DEFAULT: ADM'S REMEDIES: THE OCCURRENCE OF ANY OF THE FOLLOWING EVENTS SHALL CONSTITUTE A DEFAULT BY SELLER AND A BREACH OF THE ENTIRE AGREEMENT BETWEEN THE PARTIES: (A) FAILURE BY SELLER TO PERFORM ANY OF ITS OBLIGATIONS SPECIFIED IN THIS AGREEMENT; (B) SELLER GENERALLY NOT BEING ABLE TO PAY ITS DEBTS AS THEY BECOME DUE, SELLER ADMITTING IN WRITING ITS INABILITY TO PAY ITS DEBTS, SELLER MAKING AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS, OR THE COMMENCEMENT OF ANY CASE, PROCEEDING, OR OTHER ACTION SEEKING TO HAVE AN ORDER FOR RELIEF ENTERED ON ITS BEHALF OR AGAINST IT AS DEBTOR OR TO ADJUDICATE IT BANKRUPT OR INSOLVENT, OR SEEKING REORGANIZATION, ARRANGEMENT, ADJUSTMENT, LIQUIDATION, DISSOLUTION OR COMPOSITION OF IT OR ITS DEBTS UNDER ANY LAW RELATING TO BANKRUPTCY, INSOLVENCY, REORGANIZATION; (C) SELLER'S FINANCIAL CONDITION IS FOUND TO BE OR BECOMES UNSATISFACTORY IN ADM'S REASONABLE OPINION; AND (D) THE ISSUANCE OF EXECUTION PROCESS AGAINST ANY PROPERTY OF SELLER OR ANY CONDEMNATION, LEVY, FORECLOSURE, OR SIMILAR ACTION AGAINST THE GOODS OR ANY PORTION THEREOF. IN THE EVENT OF A DEFAULT, ADM, AT ITS OPTION MAY: (1) TERMINATE THIS AGREEMENT WITHOUT FURTHER OBLIGATION; (2) PURCHASE A SUBSTITUTION FOR THE GOODS ON THE OPEN MARKET FOR SELLER'S ACCOUNT, AND SELLER WILL PAY ADM ANY LOSS AND INCIDENTAL EXPENSES RESULTING THEREFROM; (3) REQUIRE SELLER TO PAY THE DIFFERENCE BETWEEN THE AGREEMENT PRICE AND THE MARKET PRICE ON THE DATE OF EXPIRATION; AND/OR (4) TERMINATE ANY OR ALL OTHER CONTRACTS IN EXISTENCE BETWEEN ADM AND SELLER WHETHER OR NOT SELLER MAY OTHERWISE BE IN DEFAULT THEREUNDER. NOTWITHSTANDING THE FOREGOING, ADM MAY PURSUE ANY REMEDY ALLOWED BY LAW, AND ADM WILL BE ENTITLED TO COLLECT FROM SELLER REASONABLE ATTORNEY'S FEES AND COSTS INCURRED BY ADM IN CONNECTION WITH ENFORCEMENT OF THIS AGREEMENT.

ADM ADVANCE OF FUNDS: IF THERE ARE UNPRICED GOODS SUBJECT TO THIS AGREEMENT AND ADM ADVANCES FUNDS TO SELLER PRIOR TO FINAL PRICING, THEN ADM SHALL HAVE THE RIGHT, IN THE EVENT THE MARKET DECLINES, TO REQUIRE SELLER TO REFUND A PORTION OF THE AMOUNT ADM HAD SO ADVANCED. THE RETURNED AMOUNT WILL BE EQUAL TO THE DECLINE IN THE MARKET (THE DIFFERENCE BETWEEN THE THEN CURRENT MARKET PRICE AND THE MARKET PRICE OF THE GOODS ON THE DATE ADM ADVANCED FUNDS TO SELLER), IN ORDER TO MAINTAIN THE MARGIN TO THE MARKET AS AGREED UPON IN THIS AGREEMENT. WITHOUT PREJUDICE TO OTHER LEGAL REMEDIES, ADM MAY TREAT SELLER'S FAILURE TO REFUND THE FULL AMOUNT SO REQUESTED WITHIN 48 HOURS AFTER SUCH DEMAND AS A DEFAULT UNDER THIS AGREEMENT AND PURSUE ADM'S LEGAL AND EQUITABLE REMEDIES.

FORCE MAJEURE: ADM SHALL NOT BE LIABLE FOR DELAY IN ADM'S PERFORMANCE OR FAILURE WHEN SUCH DELAY OR FAILURE IS DUE TO UNFORESEEN CAUSES BEYOND ITS CONTROL AND WITHOUT ITS FAULT OR NEGLIGENCE, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, ACTS OF PUBLIC ENEMY, GOVERNMENTAL ACTION, FIRES, FLOODS, EARTHQUAKES, EPIDEMICS, QUARANTINE RESTRICTION, LABOR DIFFICULTIES, FREIGHT EMBARGOS, PLANT BREAKDOWNS, TRANSPORTATION SHORTAGES OR UNUSUALLY SEVERE WEATHER. ADM SHALL NOT BE REQUIRED TO PAY FOR OR TO ACCEPT SELLER'S APPLICATION OF OR TITLE TO ANY GOODS FOR SO LONG AS ADM IS DELAYED IN PERFORMANCE AS A RESULT OF ONE OR MORE OF THE EVENTS DESCRIBED IN THE PRECEDING SENTENCE.

PRICE; VOLATILITY: UNLESS OTHERWISE STATED, THE PRICES SET FORTH ON THIS AGREEMENT ARE IN U.S. DOLLARS. FOR THE AVOIDANCE OF DOUBT, ADM AND SELLER RECOGNIZE THAT THE MARKET PRICE WHEN DELIVERY IS REQUIRED UNDER THIS AGREEMENT MAY DIFFER SUBSTANTIALLY FROM THE AGREEMENT PRICE, AND EACH PARTY AGREES NOT TO ASSERT SUCH A DIFFERENCE AS AN EXCUSE FOR NON-PERFORMANCE HEREUNDER OR AS A DEFENSE FOR DAMAGES FOR FAILURE TO PERFORM IN WHOLE OR IN PART.

INDEMNITY: SELLER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD ADM HARMLESS FROM AND AGAINST ALL LIABILITIES, COSTS, EXPENSES, CLAIMS OR DEMANDS WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE FOR INJURIES OR DAMAGES TO ANY PERSON OR PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THIS INDEMNIFICATION OBLIGATION SHALL APPLY WITHOUT REGARD TO CAUSE OR CAUSES, INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE AND UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, THEORIES IN CONTRACT, TORT OR STRICT LIABILITY. THIS INDEMNIFICATION OBLIGATION SHALL BE SUPPORTED BY ADEQUATE LIABILITY INSURANCE COVERAGE.

NGFA RULES/ARBITRATION: EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS AGREEMENT SHALL BE SUBJECT TO THE TRADE RULES OF THE NATIONAL GRAIN AND FEED ASSOCIATION ("NGFA"), WHICH ARE INCORPORATED HEREIN. THE PARTIES AGREE THAT THE SOLE REMEDY FOR RESOLUTION OF ANY AND ALL DISAGREEMENTS OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE THROUGH ARBITRATION PROCEEDINGS BEFORE THE NGFA PURSUANT TO THE NGFA ARBITRATION RULES. IN THE EVENT OF A CONFLICT BETWEEN THE NGFA TRADE RULES AND THIS AGREEMENT, THIS AGREEMENT SHALL CONTROL. THE DECISION AND AWARD DETERMINED THROUGH SUCH ARBITRATION SHALL BE FINAL AND BINDING UPON EACH PARTY.

MISCELLANEOUS: ADM'S FAILURE TO INSIST ON FULL PERFORMANCE OF ANY ITEM OR CONDITION OF THIS AGREEMENT OR ADM'S WAIVER OF ANY BREACH HEREUNDER SHALL NOT BE CONSIDERED WAIVER OF THAT TERM OR CONDITION IN THE FUTURE OR ANY OTHER TERMS, CONDITIONS OR RIGHTS OF ADM UNDER THIS AGREEMENT. SELLER SHALL NOT ASSIGN THIS AGREEMENT OR ANY RIGHT OR INTEREST HEREIN, NOR MAY SELLER DELEGATE ANY DUTY OR OBLIGATION HEREUNDER, WITHOUT THE EXPRESS WRITTEN CONSENT OF ADM. ANY ASSIGNMENT OR DELEGATION IN VIOLATION OF THE PRECEDING SENTENCE SHALL BE NULL AND VOID. THE INVALIDITY OR UNENFORCEABILITY OF ANY PARTICULAR PROVISIONS OF THIS AGREEMENT SHALL NOT AFFECT THE REMAINING PROVISIONS THEREOF, AND THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS AS IF SUCH INVALID OR UNENFORCEABLE PROVISION HAD BEEN OMITTED. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, THE PROVISIONS OF THIS AGREEMENT ARE FOR THE BENEFIT OF THE PARTIES HERETO AND NOT FOR ANY PERSON OR ENTITY. IT IS AGREED THAT THIS CONTRACT WILL BE BINDING UPON THE HEIRS, ADMINISTRATORS, AND EXECUTORS OF THE RESPECTIVE PARTIES.



REPORT-ID=35230-30,DDNAME=IMAGES,MEMBER=?????,TYPE=PDF,SECTION=77752-238914-028347-20201001



ADM PROCESSING  
1388 HIGHWAY 97  
VELVA, ND 58790-9003  
701/338-2491

Customer: BRODAL FARMS LTD  
C/O LYNN BRODAL  
10131 COUNTY ROAD 6  
COLUMBUS ND 58727-9583  
US

Settlement Number: 028347-P

REPRINT PURCHASE  
Settlement Date: 10/01/2020  
Customer: 238914-000  
Location: 752

CANOLA

Settlement Currency in US Dollar

													Page 1 of 2			
Ticket	Date	Gross MT	Adjust	Net MT	Gross	Tare	Net			Contract	Price	Extension				
TW	MO	TD	OD	DG	CD	DO	IM	MN	ST	OP	FC	WI	EL	US		
0500194-01	9/29/2020	27.25	0.90	26.35	91280	31200	60080				0013206-01	358.25000		\$9,439.89		
51.00	7.80	1.00	0.00	.2	0	3.3	0	0	0	40.9						
c	%	c	\$	\$		-13.3%				%		-155				
Delivery Loc	ADM PROCESSING			042236-01		Elev Ticket #					Shipment ID		A17520500194-20-9			
Sub Vendor:	BRODAL FARMS LTD			Hauler: NAME ID NUMBER NOT FOUND					Vehicle ID: AD01071405							
Entry Number:				ORIGIN:		COLUMBUS, ND					GRAIN ASSESSMENT		-523.24			
													=====			
													TOTAL PER TICKET		9416.65	

0500227-01	9/29/2020	28.16	0.93	27.23	92940	30860	62080			0013206-01	358.25000	\$9,755.15	
51.00	8.20	0.20	0.00	0.00	.2	0	3.3	0	0	0	40.7		
c	%	c			\$		-3.3%M				%	-155	
Delivery Loc	ADM PROCESSING			042236-02		Elev Ticket #				Shipment ID A17520500227-20-9			
Sub Vendor:	BRODAL FARMS LTD							Hauler: NAME ID NUMBER NOT FOUND				Vehicle ID: AD01071405	
Entry Number:				ORIGIN:		COLUMBUS, ND						GRAIN ASSESSMENT	
											-524.01		
=====													
											TOTAL PER TICKET		
											9731.14		

GRAIN ASSESSMENT -547.25

WEIGHING/INSPECTION FEE -530.00

SETTLEMENT AMOUNT \$19,117.79

GRN-SETTLEMENT FORMS-UF--94300

Ticket TW	Date MO	Gross Gross MPD	Adjust OD	Net Net DG MT	Gross CD	Tare DO	Net IM	Net MN	ST	OP	Contract FC	Price WI	Page EL	2 of 2 Extension US
				Ref : 01			030885				BRODAL FARMS LTD			\$19,117.79

Gross	55.41
Disc.	1.83
Net MT	53.58

Extended Amount	\$19,195.04
Dollar Deductions	-\$77.25
Settlement Amount	\$19,117.79

## Contracts Due in 90 Days:

Commodity	Loc	Contract	Delivery Date	Due Date	Remaining Quantity	Price
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\*\*\* No Open Contracts

GRN-SETTLEMENT FORMS-UF-94300

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Brodal Farms 000027

REPORT-ID=35230-30,DDNAME=IMAGES, MEMBER=777777,TYPE=PDF,SECTION=77752-238914-028428-20201008



ADM PROCESSING  
1388 HIGHWAY 97  
VELVA, ND 58790-9003  
701/338-2491

Customer: BRODAL FARMS LTD  
C/O LYNN BRODAL  
10131 COUNTY ROAD 6  
COLUMBUS ND 58727-9583  
US

Settlement Number: 028428-P

REPRINT PURCHASE  
Settlement Date: 10/08/2020  
Customer: 238914-000  
Location: 752

CANOLA

Settlement Currency in US Dollar

													Page 1 of 2		
Ticket	Date	Gross	MT	Adjust	Net	Gross	Tare	Net			Contract	Price	Extension		
TW	MO	TD	HD	OD	DG	CD	DO	IM	MN	ST	OP	FC	WI	EL	US
0500380-01	10/2/2020		26.65	0.61	26.04	91680	32920	58760				0013206-01	358.25000		\$9,328.83
51.00	8.50	0.60	0.00	0.00	.6	0	2.3	0	0	0	40.5				
c	%	c			\$		-2.3%M				%		-15\$		
Delivery Loc	ADM PROCESSING				042314-01		Elev Ticket #					Shipment ID		A17520500380-20-10	
Sub Vendor:	BRODAL FARMS LTD						Hauler: NAME ID NUMBER NOT FOUND					Vehicle ID:		AD01071400	
Entry Number:					ORIGIN:		COLUMBUS, ND					GRAIN ASSESSMENT		-\$22.96	
=====															
TOTAL PER TICKET														9305.87	

0500408-01	10/2/2020	28.38	0.57	27.81	93780	31220	62560					0013206-01	358.25000	\$9,962.93	
51.00	8.30	0.40	0.00	0.00	.4	0	2	0	0	0	41				
c	%	c			\$		-2%M				%		-15\$		
Delivery Loc	ADM PROCESSING				042314-02	Elev Ticket #				Shipment ID A17520500408-20-10					
Sub Vendor:	BRODAL FARMS LTD					Hauler:NAME ID NUMBER NOT FOUND				Vehicle ID: AD01071405					
Entry Number:					ORIGIN:	COLUMBUS, ND				GRAIN ASSESSMENT					-\$24.52
=====															
TOTAL PER TICKET													9938.41		

0500445-01	10/2/2020	6.12	0.15	5.97	100840	32480	68360				0013206-01	358.25000	\$2,138.75	
51.00	8.40	1.00	0.00	0.00	1	0	2.5	0	0	0	40.6			
c	%	c			S		-2.5%M				%	-2.96\$		
Delivery Loc	ADM PROCESSING				042314-03	Elev Ticket #				Shipment ID A17520500445-20-10				
Sub Vendor:	BRODAL FARMS LTD				Hauler: NAME ID NUMBER NOT FOUND				Vehicle ID: AD01071400					
Entry Number:					ORIGIN:	COLUMBUS, ND				GRAIN ASSESSMENT				-\$5.26
=====														
TOTAL PER TICKET												2133.49		

GRN-SETTLEMENT FORMS-UF--94300

Exhibit E Page 5 of 6

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Brodal Farms 000028



Ticket TW	Date MO	Gross MT		Adjust OD	Net MT DG	Gross		Tare IM	Net MN	ST	OP	Contract FC	Price WI	EL	US	Page 2 of 2	Extension
		TD	HD			CD	DO										

GRAIN ASSESSMENT -\$52.74

WEIGHING/INSPECTION FEE -\$32.96

SETTLEMENT AMOUNT \$21,344.81

Ref : 01 030949 BRODAL FARMS LTD \$21,344.81

Gross 61.15  
Disc. 1.33  
Net MT 59.82

Extended Amount \$21,430.51  
Dollar Deductions -\$85.70  
Settlement Amount \$21,344.81

Contracts Due in 90 Days:

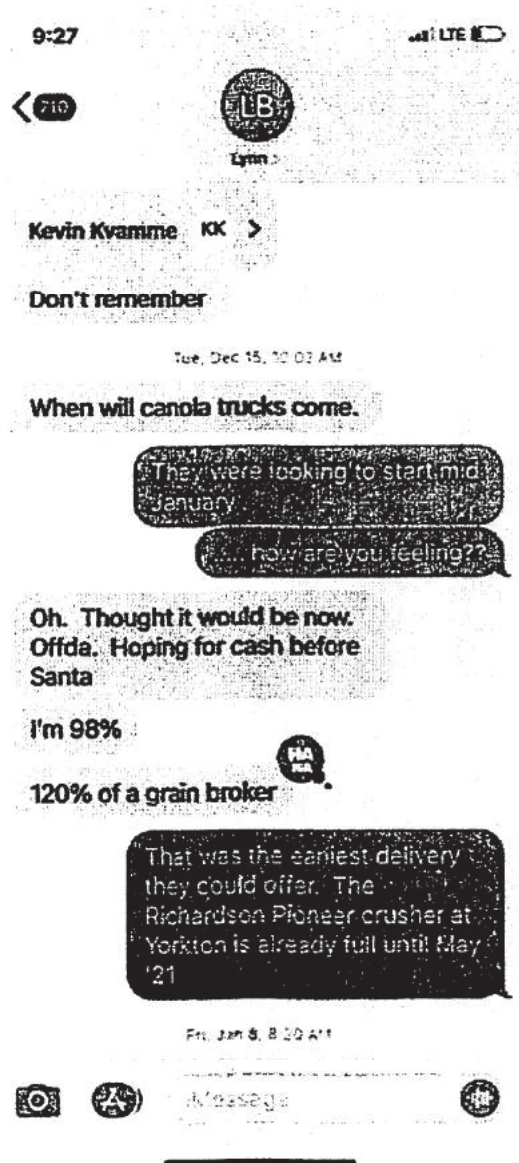
Commodity	Loc	Contract	Delivery Date	Due Date	Remaining Quantity	Price
*** No Open Contracts						

GRN-SETTLEMENT FORMS-UF—94300

Exhibit E Page 6 of 6

Exhibit A Page 40 of 64  
Brodal Farms 000029

# Exhibit F







## NGFA Arbitration

1400 Crystal Drive, Suite 260  
Arlington, VA 22202

P: (202) 289-0873

F: (202) 289-5388

### NOTICE OF CLAIM

**RE: Archer-Daniels-Midland Company v. Brodal Farms, Ltd.**

**NGFA Arbitration Case Number 2924**

September 10, 2021

**Via Federal Express**

Lynn Brodal  
Brodal Farms Ltd.  
1031 County Rd 6  
Columbus, ND 58727

Please be informed that Archer-Daniels-Midland Company (ADM) has submitted a dispute with Brodal Farms Ltd. (Brodal Farms) for arbitration by the National Grain and Feed Association.

Enclosed please find copies of: (1) ADM's letter of complaint and attachments dated August 30, 2021; (2) the NGFA Trade Rules and Arbitration Rules; and (3) NGFA's September 10, 2021, correspondence to ADM.

Please note that the Arbitration Services Contract has been submitted to ADM for completion and payment of the arbitration service fee. Upon its return to this office, the contract will then be forwarded to you for completion and payment of the fee.

**Please send all arbitration-related materials to: NGFA Secretary, 1400 Crystal Drive, Suite 260, Arlington, VA 22202.**

**When sending arbitration materials, please email any tracking numbers to [arbitration@ngfa.org](mailto:arbitration@ngfa.org). Failure to do so may result in non-delivery or significant delay.**

To contact NGFA by telephone with questions regarding the arbitration process, please call Mary Hitchcock at (202) 289-0873.

Thank you for your attention.

Enclosures

cc: Christopher A. Kreuder (without enclosures)



# NGFA Arbitration

1400 Crystal Drive, Suite 260  
Arlington, VA 22202

P: (202) 289-0873  
F: (202) 289-5388

## NOTICE: Arbitration Services Contract Due

**RE: Archer-Daniels-Midland Company v. Brodal Farms, Ltd.**

**NGFA Arbitration Case Number 2924**

September 17, 2021

**Via Federal Express**

Lynn Brodal  
Brodal Farms Ltd.  
1031 County Rd 6  
Columbus, ND 58727

Following up on our September 10, 2021, notice to you, enclosed please find a copy of the Arbitration Services Contract for this case.

Please have the arbitration services contract signed and witnessed as indicated. Arbitration Rule 2 requires that the arbitration service fee and the signed contract be returned within fifteen (15) days. The arbitration fee for this proceeding is \$3,675.13.

**Please mail all arbitration-related materials to: NGFA Secretary, 1400 Crystal Drive, Suite 260, Arlington, VA 22202.**

**When sending arbitration materials, please email any tracking numbers to [arbitration@ngfa.org](mailto:arbitration@ngfa.org). Failure to do so may result in non-delivery or significant delay.**

Also, when returning the arbitration services contract, please specify the one representative who should be served with all papers in this case. To contact NGFA by telephone with questions regarding the arbitration process, please call Mary Hitchcock at (202) 289-0873.

Thank you for your attention.

Enclosure

cc: Christopher A. Kreuder (without enclosure)



**NATIONAL GRAIN AND FEED ASSOCIATION  
ARBITRATION SERVICES CONTRACT  
Case Number 2924**

The undersigned parties hereby agree to submit the following controversy to arbitration by the National Grain and Feed Association (NGFA) for resolution.

The dispute concerns claims by Archer-Daniels-Midland Company against Brodal Farms Ltd. involving Archer-Daniels-Midland Company contract 0013984 (broker's contract GCC149581) for canola. Archer-Daniels-Midland Company is claiming \$245,008.74 in damages.

The parties agree to comply with all NGFA Arbitration Rules, including, but not limited to, those rules requiring the parties to advance approximate expenses when an oral hearing is requested. The parties agree that noncompliance with any NGFA Arbitration Rules may result in a default judgment.

The parties further agree to abide by the decision reached in this case and that the decision shall be final, subject to federal and state law (if applicable) and the NGFA Arbitration Rules relating to appeals.

The parties hereby release from liability and waive any right to pursue any action or claim against any member of the Arbitration Committee (and any Appeals Committee), NGFA, the NGFA Secretary and NGFA's employees and non-employee directors and officers for any act or omission, including for error in judgment, related to any proceeding, conduct or activity in connection with this arbitration, administration of the arbitration process or the arbitration award.

The parties also agree that no party shall seek to make the NGFA Secretary, NGFA arbitrators or NGFA's employees or non-employee directors or officers a party or witness in any judicial or other proceeding related to any arbitration under these rules.

The parties further understand that NGFA shall close its files related to this case one year after its conclusion, including the disposal of any and all documents and other file materials.

The parties agree that in the event a member of the Arbitration Committee (and any Appeals Committee) is unable to continue in the determination of this case, the NGFA Secretary may appoint another member to so act, in accordance with the Arbitration Rules, and that all terms of this agreement shall remain binding on the parties.

PLAINTIFF: Archer-Daniels-Midland Company

ADDRESS: 71 W. Wacker, Ste. 4600  
Chicago, IL 60601

NAME: Jessica Staiger  
TITLE: Associate Gen. Counsel, Litigation

SIGNATURE: Jessica Staiger  
DATE: 9/15/21

WITNESS: [Signature]

DEFENDANT: Brodal Farms Ltd.

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_



In District Court, Burke County, North Dakota

NOTIFICATION OF ASSIGNMENT AND CASE NUMBER

Bordal Farms Ltd  
Plaintiff/Petitioner,

vs.

Case No. 07-2021-CV-00041

Archer-Daniels-Midland Company  
Defendant/Respondent.

INTERESTED PARTIES:

ATTY. FOR DEFENDANT/RESPONDENT:	Pro Se
ATTY. FOR PLAINTIFF/PETITIONER:	Steven A. Lautt
DEFENDANT/RESPONDENT:	Archer-Daniels-Midland Company
PLAINTIFF/PETITIONER:	Bordal Farms Ltd

RE: Other Civil

This case has been assigned to the Hon. Gary Lee on the 7th day of October, 2021. All future proceedings will be before the judge.

Pursuant to Rule 3.1 of the North Dakota Rules of Court, it is incumbent upon you to place the assigned file number on the front or title page in the upper right-hand corner of the instrument to be filed.

Dated on this the 7th day of October, 2021.

Filed and

Signed: 10/7/2021 10:42:00 AM

BY: 

District Court  
P.O. Box 219  
Bowbells ND 58721  
(701) 377-2718

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURKE

NORTH CENTRAL JUDICIAL DISTRICT

---

Brodal Farms, Ltd.,

Plaintiff,

-vs-

Archer-Daniels-Midland Company,

Defendant.

---

Case No. 07-2021-CV-00041

**NOTICE OF APPEARANCE**

[1] PLEASE TAKE NOTICE that Ian R. McLean of the Serkland Law Firm, 10 Roberts Street North, P.O. Box 6017, Fargo, North Dakota, 58108-6017, hereby appears on behalf of the Defendant Archer-Daniels-Midland Company.

[2] Please serve all further documents, pleadings, and correspondence filed with the Court on the undersigned.

Dated: October 21, 2021

/s/ Ian R. McLean

Ian R. McLean (#05788)

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108-6017

701.232.8957

[imclean@serklandlaw.com](mailto:imclean@serklandlaw.com)

ATTORNEYS FOR DEFENDANT

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURKE

NORTH CENTRAL JUDICIAL DISTRICT

---

Brodal Farms, Ltd.,

Case No. 07-2021-CV-00041

Plaintiff,

-vs-

**CERTIFICATE OF SERVICE**

Archer-Daniels-Midland Company,

Defendant.

---

STATE OF NORTH DAKOTA

COUNTY OF CASS

[1] I hereby certify that on October 21, 2021, the following document:

- **Notice of Appearance**

was filed with the Clerk of Court through the Odyssey system for electronic service through Odyssey on the following:

**Steven A. Lautt**  
**PRINGLE & HERIGSTAD, P.C.**  
**slautt@pringlend.com**

Dated: October 21, 2021

/s/ Ian R. McLean

Ian R. McLean (#05788)

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108-6017

701.232.8957

imclean@serklandlaw.com

ATTORNEYS FOR DEFENDANT



STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURKE

NORTH CENTRAL JUDICIAL DISTRICT

Brodal Farms, Ltd.,

Plaintiff,

-vs-

Archer-Daniels-Midland Company,

Defendant.

Case No. 07-2021-CV-00041

**STIPULATION REGARDING  
DEFENDANT'S TIME TO RESPOND TO  
MOTION FOR TERMINATION OF  
ARBITRATION PROCEEDINGS**

[1] COME NOW, Plaintiff Brodal Farms, Ltd. and Defendant Archer-Daniels-Midland Company, each by and through their undersigned attorneys, and submits this Stipulation Regarding Defendant's Time to Respond to Motion for Termination of Arbitration Proceedings.

[2] Plaintiff filed the Motion for Termination of Arbitration Proceedings (the "Motion") on October 6, 2021.

[3] The parties hereby stipulate and agree that Defendant shall have until and including October 29, 2021, to respond to the motion.

[4] NOW WHEREFORE, the parties request an entry of an order allowing Defendant until and including October 29, 2021, to respond to the Motion for Termination of Arbitration Proceedings.

Dated: October 21, 2021

/s/ Steven A. Lautt

Steven A. Lautt (#07242)  
PRINGLE & HERIGSTAD, P.C.  
2525 Elk Drive  
P.O. Box 1000  
Minot, ND 58702-1000  
701.852.0381  
[slautt@pringlend.com](mailto:slautt@pringlend.com)

ATTORNEYS FOR PLAINTIFF

Date: October 21, 2021

/s/ Ian R. McLean

Ian R. McLean (#07320)  
SERKLAND LAW FIRM  
10 Roberts Street North  
P.O. Box 6017  
Fargo, ND 58108  
701.232.8957  
[imclean@serklandlaw.com](mailto:imclean@serklandlaw.com)

and

Christopher A. Kreuder (IA #AT0013264)  
*pro hac vice pending*  
FAEGRE DRINKER BIDDLE & REATH LLP  
801 Grand Avenue, 33rd Floor  
Des Moines, IA 50309  
515.248.9000  
[christopher.kreuder@faegredrinker.com](mailto:christopher.kreuder@faegredrinker.com)

ATTORNEYS FOR DEFENDANT

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURKE

NORTH CENTRAL JUDICIAL DISTRICT

---

Brodal Farms, Ltd.,

Plaintiff,

-vs-

Archer-Daniels-Midland Company,

Defendant.

---

Case No. 07-2021-CV-00041

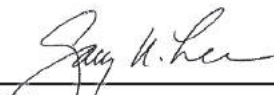
**ORDER EXTENDING DEFENDANT'S  
TIME TO RESPOND TO MOTION FOR  
TERMINATION OF ARBITRATION  
PROCEEDINGS**

[1] This matter came before the Court on the stipulation of the parties to extend the time to respond to Motion for Termination of Arbitration Proceedings. Based on the stipulation of the parties and the record:

[2] Defendant Archer-Daniels-Midland Company shall have to and including October 29, 2021, to respond to the motion.

[3] IT IS ORDERED.

BY THE COURT:  
Signed: 10/23/2021 6:49:30 PM

  
\_\_\_\_\_  
Gary H. Lee  
Judge of the District Court



STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURKE

NORTH CENTRAL JUDICIAL DISTRICT

---

Brodal Farms, Ltd.,

Plaintiff,

-vs-

Archer-Daniels-Midland Company,

Defendant.

---

Case No. 07-2021-CV-00041

**CERTIFICATE OF SERVICE**

STATE OF NORTH DAKOTA  
COUNTY OF CASS

[1] I hereby certify that on October 21, 2021, the following documents:

- **Stipulation Regarding Defendant's Time to Respond to Motion for Termination of Arbitration Proceedings; and**
- **(Proposed) Order Extending Defendant's Time to Respond to Motion for Termination of Arbitration Proceedings**

were filed with the Clerk of Court through the Odyssey system for electronic service through Odyssey on the following:

**Steven A. Lutt**  
**PRINGLE & HERIGSTAD, P.C.**  
**slutt@pringlend.com**

Dated: October 21, 2021

/s/ Ian R. McLean

Ian R. McLean (#05788)

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108-6017

701.232.8957

imclean@serklandlaw.com

ATTORNEYS FOR DEFENDANT

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURKE

NORTH CENTRAL JUDICIAL DISTRICT

---

Brodal Farms, Ltd.,

Plaintiff,

-vs-

Archer-Daniels-Midland Company,

Defendant.

---

Case No. 07-2021-CV-00041

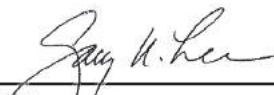
**ORDER EXTENDING DEFENDANT'S  
TIME TO RESPOND TO MOTION FOR  
TERMINATION OF ARBITRATION  
PROCEEDINGS**

[1] This matter came before the Court on the stipulation of the parties to extend the time to respond to Motion for Termination of Arbitration Proceedings. Based on the stipulation of the parties and the record:

[2] Defendant Archer-Daniels-Midland Company shall have to and including October 29, 2021, to respond to the motion.

[3] IT IS ORDERED.

BY THE COURT:  
Signed: 10/23/2021 6:49:30 PM

  
\_\_\_\_\_  
Gary H. Lee  
Judge of the District Court

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURKE

NORTH CENTRAL JUDICIAL DISTRICT

---

Brodal Farms, Ltd.,

Plaintiff,

-vs-

Archer-Daniels-Midland Company,

Defendant.

---

Case No. 07-2021-CV-00041

**AMENDED NOTICE OF APPEARANCE**

[1] PLEASE TAKE NOTICE that Ian R. McLean of the Serkland Law Firm, 10 Roberts Street North, P.O. Box 6017, Fargo, North Dakota, 58108-6017, hereby appears on behalf of the Defendant Archer-Daniels-Midland Company.

[2] Please serve all further documents, pleadings, and correspondence filed with the Court on the undersigned.

Dated: October 26, 2021

/s/ Ian R. McLean

Ian R. McLean (#07320)

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108-6017

701.232.8957

[imclean@serklandlaw.com](mailto:imclean@serklandlaw.com)

ATTORNEYS FOR DEFENDANT



STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURKE

NORTH CENTRAL JUDICIAL DISTRICT

---

Brodal Farms, Ltd.,

Case No. 07-2021-CV-00041

Plaintiff,

-vs-

**CERTIFICATE OF SERVICE**

Archer-Daniels-Midland Company,

Defendant.

---

STATE OF NORTH DAKOTA

COUNTY OF CASS

[1] I hereby certify that on October 26, 2021, the following document:

▪ **Amended Notice of Appearance**

was filed with the Clerk of Court through the Odyssey system for electronic service through Odyssey on the following:

**Steven A. Lautt**  
**PRINGLE & HERIGSTAD, P.C.**  
**slautt@pringlend.com**

Dated: October 26, 2021

/s/ Ian R. McLean

Ian R. McLean (#05788)

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108-6017

701.232.8957

imclean@serklandlaw.com

ATTORNEYS FOR DEFENDANT

STATE OF NORTH DAKOTA  
COUNTY OF BURKE

IN DISTRICT COURT  
NORTH CENTRAL JUDICIAL DISTRICT

Brodal Farms, Ltd.,

Plaintiff,

v.

Archer-Daniels-Midland Company,

Defendant.

Case No. 07-2021-CV-00041

**STIPULATION REGARDING  
DEFENDANT’S TIME TO RESPOND  
TO MOTION FOR TERMINATION OF  
ARBITRATION PROCEEDINGS**

¶1. COMES NOW, Plaintiff Brodal Farms, Ltd. and Defendant Archer-Daniels-Midland Company, each by and through their undersigned attorneys, submit this Stipulation Regarding Defendant’s Time to Respond to Motion for Termination of Arbitration Proceedings.

¶2. Plaintiff filed the pending Motion for Termination of Arbitration Proceedings (the “Motion”) on October 6, 2021.

¶3. The parties hereby stipulate and agree that Defendant shall have until and including November 8, 2021 to respond to the Motion.

¶4. NOW WHEREFORE, the parties request an entry of an Order allowing Defendant until and including November 8, 2021, to respond to the Motion for Termination of Arbitration Proceedings.

Dated: October 28, 2021

**PRINGLE & HERIGSTAD, P.C.**

/s/ Steven A. Lautt

Steven A. Lautt (ID #07242)  
slautt@pringlend.com  
2525 Elk Drive  
PO Box 1000  
Minot, ND 58702-1000  
Telephone: (701) 852-0381

**ATTORNEY FOR PLAINTIFF**

**SERKLAND LAW FIRM**

/s/ Ian R. McLean

Ian R. McLean (ID #07320)  
imclean@serklandlaw.com  
10 Roberts St. N.  
Fargo, ND 58108  
Telephone: (701) 232-8957  
Facsimile: (701) 237-4049

And

**FAEGRE DRINKER BIDDLE & REATH  
LLP**

Christopher A. Kreuder, Iowa AT0013264  
*Pro hac vice pending*  
christopher.kreuder@faegredrinker.com  
801 Grand Avenue, 33rd Floor  
Des Moines, IA 50309  
Telephone: (515) 248-9000  
Facsimile: (515) 248-9010

**ATTORNEYS FOR DEFENDANT  
ARCHER-DANIELS-MIDLAND COMPANY**

US.135118189.01



STATE OF NORTH DAKOTA  
COUNTY OF BURKE

IN DISTRICT COURT  
NORTH CENTRAL JUDICIAL DISTRICT

Brodal Farms, Ltd.,

Plaintiff,

v.

Archer-Daniels-Midland Company,

Defendant.

Case No. 07-2021-CV-00041

**ORDER EXTENDING DEFENDANT'S  
TIME TO RESPOND TO MOTION FOR  
TERMINATION OF ARBITRATION  
PROCEEDINGS**

[1] This matter came before the court on the stipulation of the parties to extend the time to respond to Motion for Termination of Arbitration Proceedings. Based on the stipulation of the parties and the record,

[2] The Defendant, Archer-Daniels-Midland Company, shall have to and including November 8, 2021 to respond to the Motion.

[3] IT IS ORDERED.

Signed: 10/29/2021 11:09:31 AM

Dated: October \_\_, 2021

  
\_\_\_\_\_  
Gary H. Lee  
Judge of the District Court

US.135132679.02

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURKE

NORTH CENTRAL JUDICIAL DISTRICT

---

Brodal Farms, Ltd.,

Case No. 07-2021-CV-00041

Plaintiff,

-vs-

**CERTIFICATE OF SERVICE**

Archer-Daniels-Midland Company,

Defendant.

---

STATE OF NORTH DAKOTA

COUNTY OF CASS

[1] I hereby certify that on October 28, 2021, the following document:

1. **Stipulation Regarding Defendant's Time to Respond to Motion for Termination of Arbitration Proceedings**
2. **(Proposed) Order**

was filed with the Clerk of Court through the Odyssey system for electronic service through Odyssey on the following:

**Steven A. Lutt**  
**PRINGLE & HERIGSTAD, P.C.**  
**slutt@pringlend.com**

Dated: October 28, 2021

/s/ Ian R. McLean

Ian R. McLean (#05788)  
SERKLAND LAW FIRM  
10 Roberts Street North  
P.O. Box 6017  
Fargo, ND 58108-6017  
701.232.8957  
imclean@serklandlaw.com

ATTORNEYS FOR DEFENDANT

STATE OF NORTH DAKOTA  
COUNTY OF BURKE

IN DISTRICT COURT  
NORTH CENTRAL JUDICIAL DISTRICT

Brodal Farms, Ltd.,

Plaintiff,

v.

Archer-Daniels-Midland Company,

Defendant.

Case No. 07-2021-CV-00041

**ORDER EXTENDING DEFENDANT'S  
TIME TO RESPOND TO MOTION FOR  
TERMINATION OF ARBITRATION  
PROCEEDINGS**

[1] This matter came before the court on the stipulation of the parties to extend the time to respond to Motion for Termination of Arbitration Proceedings. Based on the stipulation of the parties and the record,

[2] The Defendant, Archer-Daniels-Midland Company, shall have to and including November 8, 2021 to respond to the Motion.

[3] IT IS ORDERED.

Signed: 10/29/2021 11:09:31 AM

Dated: October \_\_, 2021

  
\_\_\_\_\_  
Gary H. Lee  
Judge of the District Court

US.135132679.02

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURKE

NORTH CENTRAL JUDICIAL DISTRICT

<p>Brodal Farms, Ltd.,</p> <p>Plaintiff,</p> <p>-vs-</p> <p>Archer-Daniels-Midland Company,</p> <p>Defendant.</p>	<p>Case No. 07-2021-CV-00041</p> <p><b>STIPULATION REGARDING DEFENDANT’S TIME TO RESPOND TO MOTION FOR TERMINATION OF ARBITRATION PROCEEDINGS</b></p>
---	---

[1] COMES NOW, Plaintiff Brodal Farms, Ltd. and Defendant Archer-Daniels-Midland Company, each by and through their undersigned attorneys, submit this Stipulation Regarding Defendant’s Time to Respond to Motion for Termination of Arbitration Proceedings.

[2] Plaintiff filed the pending Motion for Termination of Arbitration Proceedings (the “Motion”) on October 6, 2021.

[3] The parties hereby stipulate and agree that Defendant shall have until and including November 12, 2021, to respond to the Motion.

[4] NOW WHEREFORE, the parties request an entry of an Order allowing Defendant until and including November 12, 2021, to respond to the Motion for Termination of Arbitration Proceedings.



Dated: November 5, 2021

/s/ Steven A. Lautt

Steven A. Lautt (#07242)  
PRINGLE & HERIGSTAD, P.C.  
slautt@pringlend.com  
2525 Elk Drive  
P.O. Box 1000  
Minot, ND 58702-1000  
701.852.0381  
[slautt@pringlend.com](mailto:slautt@pringlend.com)

ATTORNEY FOR PLAINTIFF

Dated: November 5, 2021

/s/ Ian R. McLean

Ronald H. McLean (#03260)  
Ian R. McLean (#07320)  
SERKLAND LAW FIRM  
10 Roberts Street North  
P.O. Box 6017  
Fargo, ND 58108  
701.232.8957  
[rmclean@serklandlaw.com](mailto:rmclean@serklandlaw.com)  
[imclean@serklandlaw.com](mailto:imclean@serklandlaw.com)

and

Christopher A. Kreuder (IA #AT0013264)  
*Pro hac vice pending*  
FAEGRE DRINKER BIDDLE & REATH, LLP  
801 Grand Avenue, 33rd Floor  
Des Moines, IA 50309  
515.248.9000  
[christopher.kreuder@faegredrinker.com](mailto:christopher.kreuder@faegredrinker.com)

ATTORNEYS FOR DEFENDANT  
ARCHER-DANIELS-MIDLAND COMPANY

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURKE

NORTH CENTRAL JUDICIAL DISTRICT

---

Brodal Farms, Ltd.,

Plaintiff,

-vs-

Archer-Daniels-Midland Company,

Defendant.

---

Case No. 07-2021-CV-00041

**ORDER EXTENDING DEFENDANT'S  
TIME TO RESPOND TO MOTION FOR  
TERMINATION OF ARBITRATION  
PROCEEDINGS**

[1] This matter came before the Court on the stipulation of the parties to extend the time to respond to Motion for Termination of Arbitration Proceedings. Based on the stipulation of the parties and the record,

[2] The Defendant, Archer-Daniels-Midland Company, shall have to and including November 12, 2021, to respond to the motion.

[3] IT IS ORDERED.

BY THE COURT:

---

Gary H. Lee  
Judge of the District Court

STATE OF NORTH DAKOTA

IN DISTRICT COURT

COUNTY OF BURKE

NORTH CENTRAL JUDICIAL DISTRICT

---

---

Brodal Farms, Ltd.,

Plaintiff,

-vs-

Archer-Daniels-Midland Company,

Defendant.

---

---

Case No. 07-2021-CV-00041

**CERTIFICATE OF SERVICE**

STATE OF NORTH DAKOTA

COUNTY OF CASS

[1] I hereby certify that on November 5, 2021, the following documents:

- **Stipulation Regarding Defendant's Time to Respond to Motion for Termination of Arbitration Proceedings**
- **(Proposed) Order Extending Defendant's Time to Respond to Motion for Termination of Arbitration Proceedings**

were filed with the Clerk of Court through the Odyssey system for electronic service through Odyssey on the following:

**Steven A. Lutt**  
**PRINGLE & HERIGSTAD, P.C.**  
**slutt@pringlend.com**

Dated: November 5, 2021

/s/ Ian R. McLean

Ian R. McLean (#05788)

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108-6017

701.232.8957

imclean@serklandlaw.com

ATTORNEYS FOR DEFENDANT