# Exhibit A

11/5/21, 10:57 AM

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### REGISTER OF ACTIONS CASE No. 07-2021-CV-00041

Bordal Farms Ltd vs. Archer-Daniels-Midland Company

δ § Ş

Case Type: Other Civil Date Filed: 10/07/2021 Location: -- Burke County Judicial Officer: Lee, Gary

PARTY INFORMATION

Defendant Archer-Daniels-Midland Company

> 4666 F FARIES PKWY DECATUR, IL 62526-5630

Attorneys Ian Ronald McLean Retained

701-232-8957 x0000(W)

Pro SeJoseph A Wetch

701-232-8957 x0000(W)

**Bordal Farms Ltd** Steven A. Lautt 1031 County Rd 6 Retained

Columbus, ND 58727

701-852-0381 x0000(W)

#### EVENTS & ORDERS OF THE COURT

#### OTHER EVENTS AND HEARINGS

10/07/2021 Index # 1 Notice

Notice of Motion for Termination of Arbitration Proceedings Pursuant to NDCC 32-29.3-05

10/07/2021 Motion Index # 2

Plaintiff

Motion for Termination of Arbitration Proceedings Pursuant to NDCC 32-29.3-05 10/07/2021 Brief Index # 3

Brief in Support of Motion for Termination of Arbitration Proceedings Pursuant to NDCC 32-29.3-05

10/07/2021 Index # 4 Exhibit Exhibit 1 - Request for Arbitration Documents

10/07/2021 Notice of Assignment and Case Number

10/21/2021 <u>Notice</u> Index # 6 Notice of Appearance

10/21/2021 Index # 7 Service Document

Certificate of Service (Lautt)

10/21/2021 Stipulation / Agreement Index #8

Stipulation Regarding Defendant s Time to Respond to Motion for Termination of Arbitration Proceedings

10/21/2021 Proposed Order Index # 9

(Proposed) Order Extending Defendant s Time to Respond to Motion for Termination of Arbitration Proceedings (McLean) Index # 10

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Order Extending Defendant's Time to Respond to Motion for Termination of Arbitration Proceedings otice Index # 12

10/26/2021 Notice Index # 12

Amended Notice of Appearance

10/26/2021 Service Document

Certificate of Service (S. Lautt)

Index # 14 10/28/2021 Stipulation / Agreement

Stipulation Regarding Defendant s Time to Respond to Motion for Termination of Arbitration Proceedings by Ian McLean

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Granting Extending Defendant's Time to Respond to Motion for Termination of Arbitration Proceedings by Ian McLean

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10/29/2021 <u>Order</u>

Order Granting Extending Defendant's Time to Respond to Motion for Termination of Arbitration Proceedings 11/05/2021 Stipulation / Agreement Index # 18

Stipulation Regarding Defendant s Time to Respond to Motion for Termination of Arbitration Proceedings Proposed Order 11/05/2021 Index # 19

(Proposed) Order Extending Defendant's Time to Respond to Motion for Termination of Arbitration Proceedings (McLean)

11/05/2021 Service Document Index Certificate of Service (Lautt) Index # 20

#### FINANCIAL INFORMATION

Plaintiff Bordal Farms Ltd 80.00 Total Financial Assessment Total Payments and Credits 80.00 Balance Due as of 11/05/2021 0.00

10/07/2021 Transaction Assessment 80.00 10/07/2021 E-File Payment Receipt # 07-2021-789 Bordal Farms Ltd (80.00) 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.

[¶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. 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.

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.

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. <u>07-2021-CV-00041</u>

Plaintiff,

V.

Archer-Daniels-Midland Company,

Defendant.

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

### 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 Sickle 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, <u>unless</u> 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.

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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 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

<sup>&</sup>lt;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



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) Informatio   | <u>n</u>   |
| Claimant(s): Archer-Daniels-Midland Company                                |  |
| Primary Contact: Christopher A. Kreuder, Faegre Drinker Bidd               | le & 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   | <u>on</u>  |
| Defendant(s): Brodal Farms Ltd.  |  |
| Primary Contact: Lynn Brodal   | and the same of th |
| 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. 001398                | 4; Rayglen Contract No. GCC149581  |
| Check Box if copy of contract is attached (Copy of relevant the complaint) | nt contracts are to be submitted with  |

Exhibit A Page 1 of 1

# Exhibit B



SELLER

**BRODAL FARMS LTD** C/O LYNN BRODAL 10131 CO RD 6

COLUMBUS

ND 58727-0000

US

PURCHASE Reprint

Contract Number: 0013984

752 Contract Location:

FIXED PRICE

Purchase

Contract Date:

12/2/2020 238914-000 01

Customer: 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:

\$0.0000

Basis:

CAD(\$50.00) / MT

Service Fee:

\$0,0000

Price:

USD\$407.851 / MT (\$18.50/CWT)

Specialty Premium:

01-Feb-2021

Date Priced:

02-Dec-2020

Begin Delivery:

28-Feb-2021

Origin:

Columbus North Dakota Velva, ADM Processing North Dakot End Delivery: Grades to Govern:

Destination

Destination: **Payment Terms:** 

Weight to Govern:

Destination

FREE ON BOARD-DOMESTIC **Delivery Terms:** 

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 5 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.

\*\*\* US Canols 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) & indomnity fund charged to seller account.

PAIMENT 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 admagrisdata/120/752/GRN-CONTRACT FORMS-UF-25500-S

Exhibit B Page 1 of 2

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 FURCHASS ("AGREMENT") INCLIDE ALL DOCUMENTS AND EMBIRITS ATTACHED HERETO AND ALL OTHER TERMS DECORPORATED BY REFERENCE HEREIN. IF NO OBJECTION IS MADE DOCUMENTS, THIS AGREMENT GRALL CONSTITUTE THE FINAL, CONCLETE AND EXCLUSIVE STATEMENT OF THIS CONTRACT AND MAY NOT BE MODIFIED OR RESCHOOL EXCEPT BY WRITTEN AMERICANT SIGNED BY ARM. AND EXCEPT EXPRESSLY CONTRACT TO AND RESPECTS ALL THREE AND CONDITIONS IN SHALER'S CONFIDENTIAL OF VIRITING, OF VERTICAL THREE AMERICANTS.

CFF-GRADE GOODS: AIM, IN ITS SOLE DISCRETION, MAY DECIDE WHETHER TO REJECT OR ACCEPT OFF-GRADE GOODS AGAINST THIS ASWERMENT BUT IF ADM ACCEPTS CFF-GRADE GOODS, THE ARM DISCOURT SCHEDULE IN EFFECT AT THE TIME OF BELLOW SHILL APPLY TO THE PRICE PAID HERBURNER FOR ANY SUCH OFF-GRADE GOODS AND ADM SHALL HAVE NO CHELORATION OF THE FRANCE AND FEBRE GOODS. FOR A SHALL HAVE NO CHELORATON TO FEBRE FORTHY SELECT, TO THE EXTENT ALL OR ANY POSTION OF THE GOODS, PORRELIED OF GRADE, IS TRAGED, SELECH, CONDENSED OF DECLARED DISTRICT AND ORDERSHIP OF SUCH GOODS SHALL REMAIN

CARRIER CERTIFICATION: AT THE TIME OF DELIVERY, ADM HAY REQUIRE TRAY AN ADM-PROVIDED FORM ENTITLED "CARRIER CERTIFICATION AND SRICE 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, HAVE, OR ANY OTHER MODE OF CONVENANCE USED FOR TRANSPORTING THE GOODS WAS CLEAN OF ALL FREVIOUS RESIDUE: AND S) THE TRUCK, RAILCAR,
OR BARGE OR OTHER HODE OF CONVENANCE MOST NOT HAVE HAVE HAULED PRANUTS, PRANUT PRODUCTS, THE MUTS (E.G., ALMORDS, WALRUTS, PECANS), OR TREE BUT PRODUCTS
IN THE LOAD BOODDIATELY PRIOR TO BAULING THE GOODS.

RISK OF LOGG/TRANSFER OF TITLE: UNLESS OTHERWISE SPECIFIED BY ADM, THE GOODS HEALL BE DELIVERED F.O.B. DESTINATION AND ANY FREIGHT CHARGE INCREASES OR SURCHARGES WILL BE PAID BY SELLER. ADM AND SELLER ADDRESS THAT THE PASSAGE OF TITLE AND RISK OF LOSS SHALL OCCUR UPON ACCEPTANCE OF THE GOODS BY ADM AT THE DESTINATION. IT THE SETTLEMENT PRICE FOR THE GOODS IS NOT ESTABLISHED AT OR PRIOR TO DELIVERY, ADM IS NOT REQUIRED TO CARRY BOOD ON THE GOODS FOR THE EMPEPT OF SELLER, AND IN CASE OF INSCRIPTING, PAYORIT FOR THE GRAIN SECONDS A COMMON CLAIM AGAINST ADM.

CROER FULFILLMENT: IF MORE THAN ONE CONTRACT IS OPEN, SHIMCHTS ARE TO SE APPLIED ON CONTRACTS IN ORDER OF EACH CONTRACT'S DELIVERY DATE BEGINNING WITH THE GLDEGT CONTRACT. IT IS UNDERSTOOD THAN THIS ASSENDENT IS NOT COMPLETED UNTIL ALL SHIMMONS ARE RECEIVED, GRAND, NEIGHED AND UNLOADED AT DESTRUCTION. ADM MAY DESIGNANT ANY REASONABLE ALTERNATE DELIVERY POINT IF NECESSARY TO EXPEDITE SELLER'S PERFORMENC OF THIS ASSENDENT, BUT ADM SHALL HAVE NO CHLICARTION TO DO SO.

LATE DELIVERY: SELLER IS RESPONSIBLE TO DELIVER THE QUANTITY AND QUALITY OF GOODS CONTRACTED FOR REFERENCE WITHIN THE DELIVERY PERIOD SPECIFIED SELECTORY FOR THE ACRESMENT. WITH RESPECT TO SELLER'S CELICATIONS UNDER THIS CONTRACT, TIME IS OF THE ESSENCE.

SELLER DEFAULT: ADM'S RENEDIES: THE OCCURRENCE OF ANY OF THE POLICHING EVENTS SHALL CONSTITUTE A DEFAULT BY SHALLER AND A BREACH OF THE ENTIRE AGREEMENT SHALLER THE PARTIES: (A) FAILURE BY SELLER TO PERFORM ANY OF THE GENERALLY NOT BEING AREA TO PAY ITS DESIGN AS THEY BECOME DUE, SELLER ADMITTING IN WRITTING ITS BRADILITY TO PAY ITS DESIGN, SHALLER MAKING AN ASSEGNMENT FOR THE EMPRITY OF AREA TO PAY ITS DESIGN AND A STEED HARREST OR ANY OF THE SERVING PROGRAMMENT OF THE PAY AND SHALLER BY RELIEF BRIDGING OF THE CONSCRIPTION OF THE SERVING PROGRAMMENTATION, ARRANGEMENT, ADJUSTMENT, LIQUIDATION, DISSOLUTION OF IT OR ITS DESIGN WHITE ANY PROPERTY OF SELLER BY FIRMURAL CONDUCTION IS SECOND TO BE ON SECOND SHALLER FOR THE PAY AND ASSESSMENT OF THE PAY AND ASSESSMENT OF THE PAY AND ASSESSMENT OF THE PAY OF THE PAY OF THE PAY AND ASSESSMENT OF THE PAY OF THE PAY OF THE PAY AND ASSESSMENT OF THE PAY OF THE P

ADM ADVANCE OF FUNDS: IF THERE ARE UMPRICED GOODS SUBJECT TO THIS AGREDGENT AND ADM ADVANCES FUNDS TO SELLER PRIOR TO FINAL PRICING, THEN ADM SHALL HAVE THE RIGHT, IN THE EVENT THE MARKET DESCRIPE, TO REQUER SHALER TO REFURD A PORTION OF THE AGROUNT ADM HAD SO ADVANCED. THE REFURDED AMOUNT WILL BE QUAL TO THE DESCRIPE TO HER REFURDED AMOUNT WILL BE EQUAL TO THE DESCRIPE TO HER REFURDED AMOUNT ADM ADVANCED FUNDS TO SELLER!, IN CHOICE TO MAINTAIN THE MARKET AS AGREED UPON IN THIS AGREEMENT, WITHOUT PREJUDICK TO OTHER LEGAL REMEDIES, ADM MAY TREAT SELLER!S FAILURE TO DEFUND THE FULL AMOUNT SO REQUESTED WITHIN 48 HOURS AFTER SUCH DEMAND AS A DEFAULT UNDER THIS AGREEMENT AND PURSUE ADM S LEGAL AND PURSUE REMODIES.

FORCE MAJUERE: ADM SHALL NOT BE LIABLE FOR DELAY IN ADM'S PERFORMANCE OR FAILURE WHEN SUCH DELAY OR VAILURE IS DUE TO UNFORZEREN CAUSES BEFORD ITS CONTROL AND MITEOUT ITS FAULT OR NEGLIGENCE, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, ACTS OF FUREIC EMERY, GOVERNGENEAL ACTION, FIRES, FLOODS, EARINGUARDS, EPIDENICS, GUARANTHE RESTRICTION, LABOR DIFFICULTIES, FRZIGHT ENGARGOES, FLANT EREARDOSSIS, TRANSPORTATION SECRETAGES OR UNUSUALLY SEVERY MATTER. ADM SHALL NOT BE REQUIRED TO PAY FOR ST TO ACT OF SELECT SELECT SELECT SELECT.

AS A RESULT OF ORE 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 DILIVERY IS REQUIRED UNDER THIS AGREEMENT MAY DIFFER SUBSTANTIALLY FROM THE AGREEMENT PRICE, AND EACH PARTY AGREEM NOT TO ASSERT SUCH A DIFFERENCE AS AN EXCUSE FOR NON-PERFORMANCE HEREUMDER OR AS A DEFENSE FOR DANAGES FOR FAILURE TO PERFORM IN WELLE OR IN

Didentit: Seller agrees to release, defend, indidnift and eald aim eargless from and against all liabilities, costs, expenses, claims or demands whether arising in toxt, contract, or otherwise for imjuries or damages to any person or proventy arising out of or in condection with this agreement. This indidniftiation chaigation shall apply without regain to cause or cambes, incliding without limitation, the regligence of any party, whether such regligence be sole, joint or concurrently or parsity and user any theory of liability. Incliding without limitation, theories in contract, toxt or strict liability. This indidniftication chaighted shall be supported by adequate liability insurance coverage.

NOTA BULLE/ARBITRATION: EXCEPT AS OTHERWISE PROVIDED BEREIN, THIS AGREDHENT SHALL BE SUBJECT TO THE TRADE RULES OF THE MATICAL GRAIN AND FEED ASSOCIATION ("NEFA"), WHICH ARE INCORPORATED HEREIN. THE PARTIES AGREE HEAT THE SOLE REPORT FOR RESOLUTION OF ANY AND ALL DISAGREEMENTS OR DISPOTES ARRING UNDER OR RELATED TO THIS AGREDMENT SHALL BE THROUGH ARBITRATION WOOLEDINGS BEFORE THE NOTA POSSIBANT TO THE MOTA ARBITRATION HULES. IN THE EVENT OF A CONTILITY BETWEEN THE MOTA PARADE RULES AND AWARD DISPOTENCE HEREIN ARBITRATION GRALL BE FINAL AND BURDING UPON EACH PARTY.

MISCELLARGOUS: ADM'S FAILURE TO INSIST ON FULL PERFORMANCE OF ANY ITEM OR COMDITION OF THIS AGREEMENT OR ADM'S VALVER OF ANY BEFACE REFERENCER SHALL NOT BE CONSIDERED SLAVER OF THAT THEM OR COMDITION IN THE FUTURE OR ANY OTHER TERRS, CONDITIONS OR RIGHTS OF ADM UDDER THIS AGREEMENT. SELLER SHALL NOT ASSIGN THIS AGREEMENT OR ANY RIGHT OR INTEREST HEREIN, NOR MAY SELLER BELER BELER ANY DUTY OR ORLIGATION HEREINDER, WITHOUT THE EXCHAUSE MAINTAIN CONSENT OF ADM. ANY ASSIGNMENT OR DELEGATION IN VIGLATION OF THE PREVENCING SEMINACE SHALL BE NULL AND VOID. THE INVALIDITY OR UNEMPORCEABILITY OF ANY PARTICULAR PROVISIONS OF THIS AGREEMENT SHALL BUT AFFECT THE REPAINING PROVISIONS THEREOF, AND THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, THE PROVISIONS OF THE RESPECTIVE ANY PERSON OR ENTITY. IT IS AGREED THAT THIS CONTRACT WILL BE BINDING UPON THE HEIRS, ADMINISTRATORS, AND EMEDITORS OF THE RESPECTIVE PARTIES.

# Exhibit C

02/12/2020 Wed 16:55

Rayglen Commodities Inc 306-931-6739

ID: #158686 Page 1 of 1



# ADM Agri -Industries Ltd.

### **Canola Purchase Confirmation**

Velva

We confirm purchase from you today:

[X] Fixed Price

Date:

Dec 02, 2020

Contract #:

Raygien Contract #: GCC149581

Rayglen Trucking Contract #:

| Seller:  | Brodal Farms Ltd.            | Phone:     | 1-701-939-5371 |          |
|----------|------------------------------|------------|----------------|----------|
|          | 10131 County Rd 6            | Fax:       | 1-701-939-5372 | new fax  |
|          | Columbus, ND 58727           | Cell:      | 1-701-705-5371 | new cell |
| CWB ID#: | FT-F 2077 (200 (200 € 100 C) | 2nd Phone: | 1-701-939-5372 | sisters  |

#1 Canada **Estimated Quality:** Month: March \$0.00 /mt Futures: 1133.98 Net MT Quantity: S(0.00) /mt Basis: \$(0.00) /mt Freight \$407.86 /mt US Net Price:

**Delivery Period:** 

Monday, February 01, 2021 - Sunday, February 28, 2021

[ ] Basis [ ] Input [ ] Minimum Price [ ] Delayed Pricing

Freight:

[X] FOB at Columbus, ND

Payment Terms: Cheque mailed upon contract completion.

#### **Contract Remarks:**

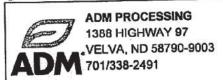
Payment splits must be disclosed immediately to ADM and contracts must be written accurately at time of booking. Settlement determined by unload weights, grade & dockage. In the event of a grade or dockage dispute the seller shall submit a sample to the state lab whose findings shall be final and binding.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

Buyer to pay agreed upon commission. Details available upon request. Commission: Toby Torkelson (as brokers only) Rayglen Merchant(s): Raygien Commodities Inc, #1 3815 Thatcher Ave, Saskatoon, SK S7R 1A3 1-800-729www.rayglen.com Date: Producer's Signature:

PLEASE SIGN AND RE-FAX WITHIN 24 HRS to (306) 931-6739

Exhibit C Page 1 of 1

# Exhibit D



SELLER

**BRODAL FARMS LTD** C/O LYNN BRODAL 10131 COUNTY ROAD 6

COLUMBUS

ND 58727-9583

US

**PURCHASE Reprint** 

Contract Number: 0012576

Contract Location:

752

FIXED PRICE

**Purchase** 

Contract Date:

Buyer:

7/30/2020 238914-000 01

Customer: Inventory Loc:

TRUCK

\$0.0000

\$0.0000

752

Morgan L. Hail

We Confirm Our Agreement With You Today As Follows:

Grain:

CANOLA

Transportation: Their Contract#:

Hold Pay Until:

Service Fee:

Specialty Premium:

Quantity:

567.00 / MT (1,250,008/LBS)

Futures:

CAD\$491.0000 / MT @ WICE/Nov-20

Basis:

CAD(\$32.00) / MT

Price:

Origin:

USD\$341.72 / MT (\$15.5003/CWT)

30-Jul-2020

Destination:

Date Priced:

Velva, ADM Processing North Dakot

Columbus North Dakota

Grades to Govern:

31-Aug-2020 Destination

30-Jul-2020

Weight to Govern:

Begin Delivery:

End Delivery:

Destination

Payment Terms:

DELIVERED **Delivery Terms:** 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 6 7 days.

A penalty will be charged for late delivery at replacement value.

Price & quantity based on not clean seed - all dockage deductible.

\*\*\* US Canols 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/cvt) & indemnity fund charged to seller account.

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

50,000 bu 8 \$15.50/cwt split 50/50 with Alex

Accepted By Customer

Date

Morgan L. Hall

Date

Purchase Contract: 0012576

PLEASE SIGN AND RETURN ONE COPY

Page: 1/2 edmegrisdata/120/752/GRN-CONTRACT FORMS-UF---25500-S

Exhibit D Page 1 of 12

Purchase Contract: 0012576

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

Pege: 2/2

TERMS AND CONDITIONS OF CONTRACT: THESE TERMS AND CONDITIONS OF FURTHERS ("ARRENDENT") INCLUDE ALL DOCUMENTS AND EMBIRES ATTACHED HERETO AND ALL OTHER TERMS DECORPORATED BY REFERENCE BEREIN. IF NO ORDERTION IS HAD DECEDIATELY. THIS ARRENDENT SHALL CONSTITUTE THE FINAL, CONDITION OF EXALIBITING OF THIS CONTRACT AND MAY NOT BY MODIFIED OR RESCHOOLD EXCEPT BY WRITTEN ANDRESSOR SHADED BY ADM. ADM REMEMBER TO RESERVE AND CONDITIONS DE SELLER'S CONTROGRATION OR OTHER MUSICIPAL, OF MEMBERS REDD, INCLUDED BY ADM. ADMINISTRATION TO THE TERMS AND CONDITIONS OF THE MEMBERSHEET WITH OR HE TERMS AND CONDITIONS OF THE MEMBERSHEET.

WARRANTIES: SELLER REPRESENTS AND WARRANTS TO ADM THAT (A) IT IS A MERCHANT AS THAT TERM IS DEFINED BY THE UNITION CONCERCIAL CODE: (B) THE COODS OF CONTINUES OF THE PROPERTY OF THE PROPERTY

OFT-GRADE GOODS: ADM, IN 178 SOLE DESCRITION, MAY DECIDE METHER TO REJECT OR ACCEPT OFT-GRADE GOODS AGAINST THIS AGREEDINT BUT IF ADM ACCEPTS OFF-GRADE GOODS, THE ADM DISCOURT SCHEDULE IN EFFECT AT THE TIME OF UNLOAD SHALL APPLY TO THE PRICE PAID REPORDERS FOR ANY SUCH OUT-GRADE GOODS AND ADM SHALL BAVE NO CHALGARION TO STREET NOTIFY SELLER. TO THE EXTERT ALL OR ANY PORTION OF THE GOODS, RECARDLESS OF GRADE, IS TAGGED, SELEKE, CONSIDERED O DECLARED DIFT! BY ANY REGULATORY AGENCY, IT SHALL BE AUTOMATICALLY REJECTED, NOT A PART OF THIS AGREEMENT, AND CHARGESHIP OF SUCH GOODS SHALL RESPAIN NOTES RELIED.

CARRIER CERTIFICATION: AT THE TIME OF BELIVERY, ADM MAY REQUIRE THAT AN ADM-PROVIDED FORM ENTITLED "CARRIER CERTIFICATION AND VEHIOR LOAD VERIFICATION" EN CARRIER 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 CLEAR OF ALL PREVIOUS RESIDUE; AND B) THE TRUCK, BAILCAR, BARGE, OR OTHER MODE OF CONVEYANCE USED FOR TRANSPORTING THE GOODS WAS CLEAR OF ALL PREVIOUS RESIDUE; AND B) THE TRUCK BAILCAR, BARGE OR OTHER MODE OF CONVEYANCE WIST NOT HAVE BAILED PRINCIPLY PRODUCTS. TREE HUTS (B.G., ALMONDS, WALKUTS, FECAMS), OR TREE HUT PRODUCTS IN THE LOAD DERIGHDRENT PRICE OF CONVEYANCE MODE OF

RISE OF LOSS/TRANSFER OF TITLE: URLESS OTHERWISE SPECIFIED BY ARM, THE GOODS SHALL HE DELIVERED F.O.B. DESTINATION AND ANY PREISS CREARGE CONTRACTOR OF THE STANDARD SHALL HE PAD HE SELLER. ADM AND SELLER AGREE THAT THE PASSAGE OF TITLE AND RISE OF LOSS SHALL OCCUR GIVEN ACCEPTANCE OF THE GOODS BY ADM AT THE DESTINATION. BY THE SETTLEMENT PRICE FOR THE GOODS IS NOT ESTABLISHED AT OR PRICE TO DELIVERY, ADM IS NOT REQUIRED TO CARRY BOND ON THE COMES FOR THE BRIEFIT OF SELLER, AND IN CASE OF INSCLUENCY, PATRENT FOR THE GRAIN SECONDS A COMMON CLAIM AGAINST ADM.

ORDER FULFILMENT: IF MORE THAN CHE CONTRACT IS OPEN, SHIPMENTS AND TO BE ADVALED ON CONTRACTS IN ORDER OF EACH CONTRACT'S DELIVERY DATE ESCHONING MITS THE CLUBST CONTRACT. IT IS EXCUSSIONED THAN THIS ADMINISTRATE HOUSE CONTRACT. IT IS EXCUSSIONED THAN THIS ADMINISTRATE AND THE PROPERTY OF THE ADMINISTRATE AND THE PROPERTY OF THE ADMINISTRATE AND SHALL HAVE NO CRELIGATION 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 COLIGATIONS 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 EXCACE OF THE ENTIRE ACREDICATE STRUCKER STR

ADM ADVANCE OF FURDS: IF THERE ARE CHRENCED GOODS SUBJECT TO THIS AGREEMENT AND ADM ADVANCES FURDS TO SELLER PRIOR TO FINAL PRICING, THEM ADM SHALL HAVE RIGHT, IN THE EVENT THE MARKET DECLINES, TO REQUIRE SELLER TO RETURN A FORTION OF THE MARKET PRICE OF THE GOODS ON THE DATE ADM ADVANCED LEGAL TO THE DECLINE IN THE MARKET (THE DIFFERENCE BETWEEN THE THEM CUBRENT MARKET PRICE AND THE MARKET PRICE OF THE GOODS ON THE DATE ADM ADVANCED FURDS TO SELLER). IN ORDER TO MAINTAIN THE MARKET TO THE MARKET AS AGREED WITHIN 40 HOURS AFTER SUCH DEMAND AS A DEFAULT UNDER THIS AGREEMENT AND FURBILE ADM'S LEGAL MIND EQUITABLE REMODIES.

PORCE MAJUERE: ADM SEALL NOT BE LIABLE FOR DELAY IN ADM'S PERFORMANCE OR FAILURE WHEN SUCE DELAY OR FAILURE IS DUE TO UNFORESEEM CAUSES BEYOND ITS CONTROL AND MITHOUT ITS FAILT OR NUMLIGENCE, INCLUDING BUT NOT LIBITED TO ACTS OF GOOD, ACTS OF FURLIC ENTERS, COVERNOMINAL ACTION, FIRES, FLOODS, EARISEQUARES, SPIENCES, GRANNING RESTRICTION, LABOR DIFFICULTIES, FREIGHT EMBARGOIS, PLANT BEZANDORIS, TRANSPORTATION SCORTAGES OR UNUSUALLY SEVERE NEATHER. ADM SHALL NOT BE REQUIRED TO PAY FOR OR TO ACCEPT SELLER'S APPLICATION OF OR TITLE TO ANY GOODS FOR SO LOSE AS ADM IS DELAYED IN PERFORMANCE AS A RESULT OF ORE 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 RECOGNISE THAT THE MARKET PRICE WIEM DELIVERY IS REQUIRED UNDER THIS AGREEMENT BAY DIFFER SUBSTANTIALLY FROM THE AGREEMENT PRICE, AND EACH PARTY AGREEM NOT TO ASSERT SUCH A DIFFERENCE AS AN EXCUSE FOR NON-PERFORMANCE HEREUNDER OR AS A DEFENSE FOR DAMAGES FOR FAILURE TO PERFORM IN MEGLE OR IN

DOMESTIT: SELLER AGREES TO RELEASE, DEFEND, DEDENIFY AND HOLD ADM HANDLESS FROM AND AGAINST ALL LIABILITIES, COSTS, EXPENSES, CLAIMS OR DEMONDS
NEASHER ARRENSS IN TOST, CONTRACT, OR OWNERSES FOR INJUSTICS OR DANALES TO ANY PERSON OR PROPERTY ARRENES OF OF IN CONCRETION WITH THIS AGREEMENT.
THIS INDESNIFICATION GELIGATION SHALL APPLY WITHOUT REGARD TO CAUSE OR CAUSES, INCLUDING WITHOUT LIMITATION, THE REGLIGACION AND PARTY, INSTRUCT AND FOR ANY TRICKY OF LIBELITY, INCLUDING WITHOUT LIMITATION, TRECRIES IN CONTRACT, TOST
OR STRICT LIABILITY. THIS INDESNIFICATION GELIGATION SHALL BE SUPPORTED BY ADEQUATE LIABILITY INSURANCE COVERAGE.

NOTA BULES/AMBITRATION: ENCEPT AS OTHERWISE PROVIDED HEREIM, THIS AGREEMENT HEALL BE SUBJECT TO THE TRADE RULES OF THE MATICULAL GRAIN AND FRED ASSOCIATION ("MGRA"), WHICH ARE INCOMPORATED REMEIN. THE PARTIES AGREE THAT THE SOLE REMEDY FOR RESOLUTION OF ANY AND ALL DISAURZEMENTS OR DISPUTES ARREING UNDER OR RELATED TO THIS AGREEMENT SHALL BE TRADES ARBITRATION PROCEEDINGS BEFORE THE MGFA PURSUANT TO THE MGFA ARBITRATION RULES. IN THE EVENT OF A CONFILED BETWEEN HEALT RULES AGREEMENT, THIS AGREEMENT SHALL CONTROL. THE DECISION AND ARARD DETERMINED THROUGH SUCH ARBITRATION SHALL BE FIRSH AND SHOULD UNDER CART.

MISCELLANEOUS: ACM'S FAILURE TO INSIST ON FULL PERFORMANCE OF ANY ITEM OR COMDITION OF THIS AGREDMENT OR ACM'S VALVER OF ANY REFEACH MERCHANDER SHALL NOT HE COMMITTEE OF ACM'S PAILURE OF ANY REPORT THE SHALL SHALL NOT ASSIGN THIS AGREDMENT OR ANY RIGHT OR DIMEREST HEREIM, NOR MAY SELLER DELEGATE MAY DUTY OR GALICASTON REPURDORS, WITHOUT THE EXPRESS MULTIME CONSERT OF ARM. ANY ASSIGNORY OR EXLIGATION IN VIOLATION OF THE DELEGATE MAY DUTY OR GALICASTON REPURDORS, WITHOUT THE EXPRESS MULTIME CONSERT OF ARM ANY ASSIGNORY OR EXLIGATION IN VIOLATION OF THE REGISTRICE SHALL BE NOTH AND VOID. THE INVALIDITY OR UNREPORTEDING THE REGISTRICT OF AMOUNT OF THE REGISTRICT OF THE PROVISIONS OF THIS AGREEMENT SHALL NOT AFFECT THE REGISTRICE EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIM, THE PROVISIONS OF THIS AGREEMENT AS THE EXPRESSLY PROVIDED FOR HEREIM, THE PROVISIONS OF THE AGREEMENT AS THE EXPRESSLY PROVIDED FOR HEREIM, THE PROVISIONS OF THE RESPECTIVE PARTIES.

# REPORT-ID=35230-30,DDNAME=IMAGES,MEMBER=??????,TYPE=PDF,SECTION=??752-238914-027520-20200806

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: 027520-P

PURCHASE REPRINT

08/06/2020 238914-000

Customer: Location:

Settlement Date:

752

CANOLA

| Dollar                             | rency in US                                | Settlement Curr                         |           |           |                          |               |                 |        |                  |              |              |                      |                      |                             |
|------------------------------------|--|---|-----------|-----------|--------------------------|---------------|-----------------|--------|------------------|--------------|--------------|----------------------|----------------------|-----------------------------|
| 1 of 5<br>Extension<br>US          | Page<br>Price<br>WI EL                     | Contract<br>FC                          | OP        | ST        | Net<br>MN                | Tare<br>IM    | Gross<br>DO     | CD CD  | Net MT           | Adjust<br>00 | S MT         | Gross                | Date<br>MO           | Ticket<br>TW                |
| \$8,696.7                          | 341.72000                                  | 0012576-01                              |           |           | 57500                    | 31560         | 89060           | 45     | 25.4             |              | 26.08        |                      |                      | 0495150-01                  |
|                                    | -15\$                                      |   | 42.1<br>% | 0         | 0                        | q             | 2.4<br>-2.4%N   | 0      | .2<br>\$         | 0.60<br>S    | 0.00         | 0.60                 | 8.20                 | 51.00                       |
| 150-20-8                           | t ID AI7520495                             | Shipmen                                 |           |           | Ticket#                  | Elev          |                 | 91-01  | 04069            |              | ING          |                      | 0.77                 | c<br>                       |
|                                    | : AD01071405                               | Vehicle ID:                             | ND        | NOT FOU   | NE ID NUMBER             | Hauter: NAN   |                 |        | 0.000            |              |              |                      |                      | Delivery Loc<br>Sub Vendor: |
| -\$22.4                            | INT  | GRAIN ASSESSME                          |           |           |                          | SUS, ND       | COLUM           | IGIN:  | ORIG             |              |              | C F FR IIII          |                      | Entry Number                |
|                                    | ===  | ======================================= |           |           |                          |               |                 |        |                  |              |              |                      |                      |                             |
| 8674.3                             | KET  | TOTAL PER TICK                          |           |           |                          |               |                 |        |                  |              |              |                      |                      |                             |
| \$9,093.1                          | 341.72000                                  | 0012576-01                              |           |           | 59820                    | 31920         | 91740           | 61     | 26.0             | 3 0.52       | 27,1         | 2000                 | 4 000                | 0405454.0                   |
|                                    | -15\$                                      |   | 41.6      | 0         | 0                        | 0             |                 | .0.    | 2                | 0.40         | 0.00         | 0.60                 | 8.10                 | 0495151-0<br>51.00          |
| 454 20 8                           |  | PENNS CO                                | %         |           |                          | A             | -1.9%           |        | s                | s            |              | c                    | %                    | c                           |
| 1131-20-0                          | nt ID AI752049:<br>D: AD01071404           |   | JND       | R NOT FOU | v Ticket#<br>ME ID NUMBE |               |                 | 91-02  | 04069            |              |              | ROCESS               |                      | Delivery Loc<br>Sub Vendor: |
| -\$23.4                            | ENT  | GRAIN ASSESSME                          |           |           |                          | BUS, ND       | COLUN           | RIGIN: | ORI              |              | 3 (10        | AL PANIS             |                      | Entry Numbe                 |
|                                    | ,,,,,,                                     |   |           |           |                          |               |                 |        |                  |              |              |                      |                      |                             |
| 9069.                              | KET  | TOTAL PER TIC                           |           |           |                          |               |                 |        |                  |              |              |                      |                      |                             |
|                                    |  |   |           |           |                          |               |                 |        |                  |              |              |                      |                      |                             |
|                                    |  |   |           |           |                          |               |                 |        |                  |              |              |                      |                      |                             |
| \$9,489.                           | 341.72000                                  | 0012576-01                              |           |           | 62420                    | 32000         | 94420           | 7.77   | 27.              | 31 0.54      | 28.3         | 2020                 | 01 8/3/              | 0495194-0                   |
| \$9,489.                           | 341.72000                                  | 0012576-01                              | 41.8      | 0         | 62420<br>0               | 0             | 1.9             | 7.77   | .2               | 0.60         | 28.3         | 0.80                 | 8.10                 | 51.00                       |
| - 7500 <b>*</b> 10 - <b>8</b> 0 00 |  | Shipme                                  | *         |           | o<br>ov Ticket#          | o<br>M<br>Ete | ) 1,9<br>-1.9%  |        | .2<br>\$         |              | 0.00<br>SING | 0.80<br>c<br>PROCESS | 8.10<br>%<br>: ADM F | 51.00<br>c<br>Delivery Loc  |
| - 7500 <b>*</b> 10 - <b>8</b> 0 00 | -15\$<br>ent ID AI752049<br>ID: AD01071402 | Shipme                                  | *         |           | 0                        | o<br>M<br>Ete | ) 1.9%<br>-1.9% | (      | .2<br>\$<br>C406 | 0.60         | 0.00<br>SING | 0.80<br>c<br>PROCESS | 8.10<br>%<br>ADM F   | 51.00<br>c                  |

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GRN-SETTLEMENT FORMS-UF-94300

|  | Date<br>MO                 | Gross<br>TD                      | MT<br>HD              | Adjust<br>OD | Net MT<br>DG          | CD    | Gross<br>DO        | Tare                          | Net<br>MN                        | ST_       | OP         | Contract  | Price  | Page<br>EL     | 2 of 5<br>Extension<br>US  |
|--|----------------------------|----------------------------------|-----------------------|--------------|-----------------------|-------|--------------------|-------------------------------|----------------------------------|-----------|------------|---|--|----------------|--|
| )495215-01   | 8/3/2                      | 020                              | 25.30                 | 0.96         | 24.3                  | 14    | 87080              | 31300                         | 55780                            |           |            | 0012576-01  | 341.7200                                     | 00             | \$8,317.46   |
|  | 7.50                       | 0.20                             | 0.00                  | 0.00         | 2                     | 0     | 3.8                | 0                             | 0                                | 0         | 42.4       |   | -15\$  |                |  |
| c  | %                          | c                                |                       |              | \$                    |       | -3.8%              |                               |                                  |           | %          | Chiamon   | 1 ID A1752                                   | 04952          | 15-20-8  |
| Delivery Loc   |                            |                                  |                       |              | 04069                 | 1-04  |                    |                               | Ticket#<br>NEID NUMBEI           | NOT FOL   | IND        |   | : AD010714                                   |                |  |
| Sub Vender:  |                            | L FARMS                          | LTD                   |              | ORI                   | 21N-  | COLUM              | BUS, ND                       | IE ID HOMDE.                     |           |            |   | 5 <u>.18</u>                                 |                |  |
| Entry Number   |                            |                                  |                       |              | - Cru                 |       |                    |                               |                                  |           |            | GRAIN ASSESSME  | ENT  |                | -\$21.46   |
|  |                            |                                  |                       |              |                       |       |                    |                               |                                  |           |            | TOTAL PER TICH  |  |                | 8295   |
| 0495217-0  | 1 8/3/2                    | 2020                             | 23.69                 | 0.66         | 23.                   | 03    | 83780              | 31560                         | 52220                            | -         |            | 0012576-01  | 341.720                                      | 000            | \$7,869.81   |
| 51.00  | 7.60                       | 0.80                             | 0.00                  | 0.60         | 2                     | 0     |                    |                               | 0                                | 0         | 42         |   | -15\$  |                |  |
| c  | *                          | c                                |                       | s            | \$                    |       | -2.8%              |                               | v Ticket #                       |           | -          | Shipme  | nt ID AI75                                   | 20495          | 217-20-8   |
| Delivery Loc   |                            |                                  |                       |              | 0406                  | 91-05 |                    |                               | ME ID NUMBE                      | RNOTFO    | UND        |   | : AD01071                                    |                |  |
| Sub Vendor:  |                            | AL FARMS                         | LIU                   |              | OR                    | GIN:  | COLUM              | VBUS, ND                      |                                  |           |            | GRAIN ASSESSMI  | ENT  |                | -\$20.31   |
| Entry Number   |                            |                                  |                       |              |                       |       |                    |                               |                                  |           |            | Cit ait i i i i i i i i i i i i i i i i i             |  |                | Ø.   |
| Endy Numbe   |                            |                                  |                       |              |                       |       |                    |                               |                                  |           |            | TOTAL PER TIC   |  |                | 7849.5   |
| 0495234-0  | 1 8/4/                     | 2020                             | 28.6                  | 9 0.77       | 27                    | .92   | 94200              | 30940                         | 63260                            |           |            |   | KET  | 000            | No.  |
| 0495234-0<br>51.00   | 7.60                       | 0.40                             | 28.6                  | 9 0.77       | .4                    |       | 0 23               | 7 0                           | 63260<br>o                       | ō         | 43.2 %     | TOTAL PER TIC<br>0012576-01                           | KET  | 000            | 7849.5   |
| 0495234-0<br>51.00<br>c  | 7.60<br>%                  | 0.40<br>c                        | 0.00                  |              | .4<br>\$              | ,     | 0 2.7<br>-2.79     | 7 0<br>SM                     | 0                                | 0         |            | TOTAL PER TIC   | 341.720                                      | 56450          | 7849.5<br>\$9,540.85   |
| 0495234-0<br>51.00<br>c<br>Delivery Loc                                | 7.60<br>%<br>ADM I         | 0.40<br>c<br>PROCESS             | 0.00                  |              | .4<br>\$              |       | 0 2.7<br>-2.79     | 7 0<br>KM<br>EM               |                                  |           | %          | TOTAL PER TIC<br>0012576-01<br>Shipme                 | 341.72                                       | 520495         | 7849.5<br>\$9,540.85   |
| 0495234-0<br>51.00<br>c  | 7.60<br>%<br>ADM I<br>BROD | 0.40<br>c<br>PROCESS             | 0.00                  |              | .4<br>S<br>0400       | ,     | 0 2.79<br>-2.79    | 7 0<br>KM<br>EM               | 0<br>av Ticket #                 |           | %          | TOTAL PER TIC<br>0012576-01<br>Shipme                 | 341.720<br>-15\$<br>-15\$<br>-15\$<br>-15\$  | 520495         | 7849.5<br>\$9,540.8  |
| 0495234-0<br>51.00<br>c<br>Delivery Loc<br>Sub Vender:                 | 7.60<br>%<br>ADM I<br>BROD | 0.40<br>c<br>PROCESS             | 0.00                  |              | .4<br>S<br>0400       | 591-0 | 0 2.79<br>-2.79    | 7 0<br>KM<br>Ek<br>Hauler: N/ | 0<br>av Ticket #                 |           | %          | TOTAL PER TIC   | 341.720<br>-158<br>ant ID AI79<br>ID: AD0107 | 520495         | 7849.5<br>\$9,540.85<br>5234-20-8<br>-\$24.6                             |
| 0495234-0<br>51.00<br>c<br>Delivery Loc<br>Sub Vendor:<br>Entry Number | 7.60<br>%<br>ADM 6<br>BROD | 0.40<br>c<br>PROCESS<br>DAL FARM | 0.00                  | 0.00         | .4<br>S<br>0404<br>OF | 591-0 | 0 2:<br>-2.79<br>6 | 7 0<br>KM<br>Ek<br>Hauler: N/ | o<br>av Ticket #<br>AME ID NUMBI |           | %          | TOTAL PER TIC   | 341.720<br>-158<br>ant ID AI75<br>ID: AD0107 | 520495<br>1405 | 7849.5<br>\$9,540.85<br>5234-20-8<br>-\$24.6<br>9516.                    |
| 0495234-0<br>51.00<br>c<br>Delivery Loc<br>Sub Vender:                 | 7.60<br>%<br>ADM 6<br>BROD | 0.40<br>c<br>PROCESS<br>DAL FARM | 0.00<br>SING<br>S LTD | 0.00         | A S 0400 OF           | 3.00  | 95780              | Hauter: NA<br>MBUS, ND        | o<br>av Ticket #<br>AME ID NUMBI |           | %<br>DUND  | CO12576-01 Shipme Vehicle GRAIN ASSESSM TOTAL PER TIC | 341.720<br>-155<br>ant ID AI75<br>IENT       | 520495<br>1405 | 7849.5<br>\$9,540.85<br>5234-20-8  |
| 0495234-0 51.00 c Delivery Loc Sub Vender: Entry Number                | 7.60<br>%<br>ADM I<br>BROD | 0.40 c PROCESS DAL FARM          | a.oo                  | 0.00         | .4<br>S<br>0400<br>OF | 3.00  | 95780<br>0 3       | Hauter: NA<br>MBUS, ND        | O SW Ticket # MME ID NUMB!       | ER NOT FO | %<br>DANID | TOTAL PER TIC   | 341.720<br>-158<br>ant ID AI75<br>ID: AD0107 | 520495<br>1405 | 7849.5<br>\$9,540.83<br>\$9,540.83<br>\$234-20-8<br>\$24.60<br>\$9,568.1 |

GRN-SETTLEMENT FORMS-UF-94300

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| Tekst                       | Date           | Gross         |       | Adjust  | Net MT     | CD           | iross<br>DO  | Tare          | e<br>EM       | Net<br>MN                | ST         | OP         | Contract<br>FC        | Pri<br>wi | ice<br>EL            | 3 of 5<br>Extension<br>US |
|-----------------------------|----------------|---------------|-------|---------|------------|--------------|--------------|---------------|---------------|--------------------------|------------|------------|-----------------------|-----------|----------------------|---------------------------|
| TW                          | МО             | TD            | НО    | OD      | ORIGI      | _            | COLUM        |               |               |                          |            |            | GRAIN ASSESSME        | NT        |                      | -\$24.69                  |
|                             |                |               |       |         |            |              |              |               |               |                          |            |            | TOTAL PER TICK        | -2014     |                      | 9543.47                   |
| )495268-0°                  | 8/4/2          | 020           | 26.02 | 0.44    | 25.5       | В            | 89440        | 320           | 080           | 57360                    |            |            | 0012576-01            | 341.7     | 2000                 | \$8,741.20                |
| 51.00                       | 7.60           | 0.40          | 0.00  | 0.00    | A<br>S     | C            | 1.7<br>-1.7% |               | 0             | D                        | 0          | 42.8<br>%  |                       | -15\$     |                      |                           |
| c<br>Delivery Loc           | %<br>ADM P     | c<br>ROCESSIN | IG.   |         | 040691     | -08          |              |               |               | Ticket#                  |            |            |                       |           | 175204952            | 268-20-8                  |
| Sub Vendor:                 | BRODA          |               |       |         | on o       | -ta-ta-      | COLUM        |               |               | E ID NUMBER              | NOT FOU    | ND         | Velticle ID           | ADUII     | 071402               |                           |
| Entry Number                |                |               |       |         | ORIG       | ilPic        | COLUM        | ndoo,         | NO            |                          |            |            | GRAIN ASSESSME        | NT        |                      | -\$22.5                   |
|                             |                |               |       |         |            |              |              |               |               |                          |            |            | TOTAL PER TICK        |           |                      | 8718.6                    |
|                             |                |               |       |         |            |              |              |               |               |                          | 8.         |            |                       |           |                      | 00.004.4                  |
| 0495304-0                   | 1 8/4/2        | 2020          | 27.83 | 3 0.67  | 27.1       | -            | 91960        |               | 600           | 61360                    |            | 42.8       | 0012576-01            | 341.      | 72000                | \$9,281.1                 |
| 51.00<br>c                  | 8.00           | 1.80<br>C     | 0.00  | 1.40    | A<br>S     | 0            | -2.49        |               | 0             | 0                        | 0          | %<br>%     |                       | -15\$     |                      |                           |
| Delivery Loc                | ADM F          | ROCESSI       | NG    |         | 04069      | 1-09         |              |               |               | Ticket#                  | - 1107 501 |            | Shipmer<br>Vehicle II |           | 417520495<br>1071405 | 304-20-8                  |
| Sub Vendor:<br>Entry Number |                | AL FARMS      | LTD   |         | ORIO       | GIN:         | COLU         | Haul<br>MBUS, |               | AE ID NUMBE              | RNOTFOL    | INU        |                       |           | 10711100             | 200 (                     |
|                             |                |               |       |         | 1.353.001  | 70.110.110.1 |              |               |               |                          |            |            | GRAIN ASSESSMI        | ENT       |                      | -\$23.9                   |
|                             |                |               |       |         |            |              |              |               |               |                          |            |            | DDU23                 | 200       |                      |                           |
|                             |                |               |       |         |            |              |              |               |               |                          |            |            | TOTAL PER TIC         | KET       |                      | 9257.                     |
| 0495309-0                   | M 9/4/         | 2020          | 28.8  | 5 0.75  | 28.        | 10           | 95080        | 31            | 1480          | 63600                    |            |            | 0012576-01            | 341       | .72000               | \$9,602.                  |
| 51.00                       | 8.10           | 0.80          | 0.00  | 0.60    | 2          |              | ) 2          | 6             | 0             | 0                        | 0          | 43.6       |                       | -158      |                      |                           |
| c<br>Delivery Loc           |                |               |       | S       | S<br>04069 | 91-10        |              | %M<br>Linu    |               | v Ticket#<br>ME (D NUMB) | R NOT FO   | ₩.<br>LIND | Shipme<br>Vehicle I   | nt ID     | AI752049             | 5309-20-8                 |
| Sub Vendor<br>Entry Numb    |                | JAL FARM      | SLID  |         | OR         | GIN:         | COLU         | IMBUS         |               |                          |            |            | GRAIN ASSESSM         | ENT       |                      | -\$24.                    |
|                             |                |               |       |         |            |              |              |               |               |                          |            |            | TOTAL PER TIC         |           |                      | 9577.                     |
| 040500                      | 04 04          | moos          | 05/   | 30 0.70 | 25         | 20           | 88840        |               | 1740          | 57100                    | ***        |            | 0012576-01            | 341       | .72000               | \$8,611                   |
| 0495323-<br>51.00           | 01 8/4<br>7.80 | /2020<br>3.00 | 25.9  | 2.60    | .4         |              |              | 2.7           | 0             | 0                        | 0          | 42.1       |                       |           |                      |                           |
|                             | F - 10-10      |               | -     |         |            |              |              | 7%M           |               |                          |            | %          |                       | -15       | 5                    |                           |
| c<br>Delivery Lo            | *              | c             |       | s       | S<br>0408  |              |              | F 700TM       | (2 <u>150</u> | w Ticket#                |            |            | Chilana               |           |                      | 5323-20-8                 |

Exhibit D Page 5 of 12

| cket<br>TW                | :<br>Date<br>MO | Gross<br>TD | MT<br>HD | Adjust<br>OD | Net MT (  |        | etsT<br>M   | Net<br>MN                | ST          | OP    | Contract<br>FC                      | Price<br>WI EL               | e 4 of 5<br>Extension<br>US      |
|---------------------------|-----------------|-------------|----------|--------------|-----------|--------|---|--------------------------|-------------|-------|-------------------------------------|------------------------------|----------------------------------|
| b Vendor:                 | BRODAL          | FARMS       | LTD      |              |           |        |   | AE ID NUMBER             | NOT FOUN    | (D    | Vehicle (D:                         | AD01071404                   |                                  |
| try Number                | •               |             |          |              | ORIGIN:   | COLUM  | BUS, ND   |                          |             |       | GRAIN ASSESSME                      | NT                           | -\$22.22                         |
|                           |                 |             |          |              |           |        |   |                          |             |       | TOTAL PER TICK                      |                              | 8589.12                          |
| 105208 0                  | 4 0/4/0         | 200         | 27.4     | 0.74         | 26.66     | 92040  | 31640   | 60400                    |             |       | 0012576-01                          | 341.72000                    | \$9,110.26                       |
| 195328-0                  |                 |             | 0.00     | 0.60         | 2 0       | 2012   | 1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>1000<br>100 | 0                        | 0           | 43.3  |                                     |                              |                                  |
| 51.00<br>C                | 8.20<br>%       | 0.80<br>c   | 0.00     | \$           | š         | -2.7%  |   |                          |             | %     | P                                   | -1S\$                        |                                  |
| elivery Loc<br>ab Vendor: |                 |             |          |              | 040691-12 |        | Hauler: NA  | v Ticket#<br>ME ID NUMBE | R NOT FOU   | ND    | (CONTROL - 1945)                    | ID · AI7520499<br>AD01071402 | 3328-20-8                        |
| ntry Numbe                |                 |             |          |              | ORIGIN:   | COLLIN | ABUS, ND  |                          |             |       | GRAIN ASSESSME                      | NT                           | -\$23.51                         |
|                           |                 |             |          |              |           |        |   |                          |             |       | TOTAL PER TICK                      |                              | 9086.75                          |
|                           |                 |             | ***      |              |           |        |   |                          |             | WEIG  | GRAIN ASSESSME                      |                              | -\$278.4<br>-\$180.0             |
|                           |                 |             |          |              |           |        |   |                          |             |       | SEITLEMENT AMOU                     | JNT                          | \$107,463.5                      |
|                           |                 |             |          |              | Ref       | : 01   | 0   | 30189                    |             |       | BRODAL FARMS                        | LTD                          | \$107,463.5                      |
|                           |                 | - X         |          |              |           |        |   |                          |             | -     | Gross                               |                              | 324.07                           |
|                           |                 |             |          |              |           |        |   |                          |             |       | Disc.<br>Net Mi                     | г                            | 8.25<br>315.82                   |
|                           |                 |             |          |              |           |        |   |                          | Dolla       | ar De | d Amount<br>eductions<br>ent Amount |                              | 7,922.00<br>\$458.49<br>7,463.51 |
| Contr                     | acts D          | ue in 9     | 0 Dav    | /s:          |           |        |   |                          |             |       | Domaining                           |                              |                                  |
|                           |                 |             |          |              | Contract  |        | Deliver   | •n 989                   | Due<br>Date |       | Remaining<br>Quantity               | Price                        |                                  |
| Com                       |                 |             |          |              |           |        |   |                          |             |       |                                     |                              |                                  |

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# Case 1:21-cv-00203-DMT-CRH Document 1-2 Filed 11/08/21 Page 29 of 65

Gross Tare Net IM MN ST OP FC WI EL US

GRN-SETTLEMENT FORMS-UF---94300

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# REPORT-ID=35230-30,DDNAME=IMAGES,MEMBER=??????,TYPE=PDF,SECTION=??752-238914-028477-20201015

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: 028477-P

REPRINT

**PURCHASE** 

Settlement Date:

10/15/2020 238914-000

Customer: Location:

752

CANOLA

| Ticket                      | Date    | Gross               | MT    | Adjust | Net MT          |        | Gross        | Tare               | Net                           |          | OP        | Settlement Cur<br>Contract              |             |             | 1 of 5<br>Extension |
|-----------------------------|---------|---------------------|-------|--------|-----------------|--------|--------------|--------------------|-------------------------------|----------|-----------|---|-------------|-------------|---------------------|
| TW                          | МО      | TD                  | HD    | OD     | DG              | CD     |              | IM                 | MN                            | ST       | UP        | 0012576-01                              | -           | 72000       | \$9,246.94          |
| 0495330-0                   | 1 8/5/2 | 020                 | 27.58 | 0.52   | 27.0            | 6      | 93400        | 32600              | 60800                         |          |           | 0012370-01                              | <b>011.</b> | , , , , , , |                     |
| 51.00                       | 8.30    | 0.20                | 0.00  | 0.00   | .2<br>\$        | 0      | 1.9<br>-1.9% | 4                  | 0                             | 0        | 43.1<br>% |   | -15\$       |             |                     |
|                             | %       | C                   |       |        | 040753          | LOI    |              |                    | ev Ticket #                   |          |           | Shipmer                                 | ID A        | N7520495    | 330-20-8            |
| Delivery Loc<br>Sub Vendor: |         | ROCESSIN<br>L FARMS |       |        | 040750          |        |              | Hauler: NA         | ME ID NUMBE                   | RNOTFO   | DUND      | Vehicle ID                              | : AD01      | 071400      |                     |
| Entry Number                |         | LIAMO               | -10   |        | ORIG            | in:    | COLUM        | BUS, ND            |                               |          |           | GRAIN ASSESSME                          | NT          |             | -\$23.86            |
|                             |         |                     |       |        |                 |        |              |                    |                               |          |           |   | ===         |             |                     |
|                             |         |                     |       |        |                 |        |              |                    |                               |          |           | TOTAL PER TICI                          | KET         |             | 9223.0              |
| 0495331-f                   | 8.00    | 0.20                | 27.49 | 0.55   | 26.9<br>.2<br>s | 14     | 91940        | 31340              | 60600<br>0                    | 0        | 42.5      | 0012576-01                              | 341         | .72000      | \$9,205.9           |
| c                           | %       | c                   | 3.20  |        | 157             | 2.00   | 77.00        |                    | lev Ticket#                   |          |           | Shipme                                  | nt ID       | AI7520495   | 331-20-8            |
| Delivery Loc                |         |                     |       |        | 04075           | 3-04   | •            |                    | AME ID NUMB                   | ER NOT F | OUND      | Vehicle I                               |             |             |                     |
| Sub Vendor<br>Entry Numb    |         | AL FARMS            |       |        | ORI             | GIN:   | COLUM        | IBUS, ND           |                               |          |           | GRAIN ASSESSM                           | ENT         |             | -\$23.7             |
|                             |         |                     |       |        |                 |        |              |                    |                               |          |           | ======================================= |             |             |                     |
|                             |         |                     |       |        |                 |        |              |                    |                               |          |           | TOTAL PER TIC                           | KET         |             | 9182.1              |
| 0495334-                    | 01 8/5/ | 2020                | 25.8  | 4 0.67 | 25.             | 17     | 88520        | 31560              | 56960                         |          | -         | 0012576-01                              | 341         | 1.72000     | \$8,601.0           |
| 51.00                       | 7.80    | 0.20                | 0.00  | 0.00   | .2              |        | D 2.6        |                    | 0                             | o        | 43<br>%   |   | -15         | ς.          |                     |
| c                           | %       | c                   |       |        | s               | system | -2.69        | E-Original Control |                               |          | rie C     |   |             | AI752049    | 5334-20-8           |
| Deliver Le                  | c ADM F | ROCESS              |       |        | 0407            | 53-0   | 3            | -                  | Blev Ticket #<br>NAME ID NUMB | ER NOT   | FOLIND    |   |             | 01071397    |                     |
|                             |         |                     |       |        |                 |        |              |                    |                               |          |           |   |             |             |                     |
| Sub Vendo                   |         | AL FARM             | SLTD  |        | CD              | GIN    | COLL         | MBUS, ND           |                               |          |           |   |             |             | -\$22.              |

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GRN-SETTLEMENT FORMS-UF---94300

8578.9

246624444644446444

TOTAL PER TICKET

| Ticket  | Date<br>MO                              | Gross<br>TD                               | MT A                          | Adjust<br>OD | Net MT<br>DG                 | CD                        | Gross<br>DO             | Tare<br>IM                                      | Net<br>MN                         | ST       | OP        | Contract<br>FC  | Price<br>Wi EL  | e 2 of 5<br>Extension<br>US                              |
|---|---|---|-------------------------------|--------------|------------------------------|---------------------------|-------------------------|---|-----------------------------------|----------|-----------|---|---|--|
|   |   |   |                               |              |                              |                           |                         | in tel  |                                   |          |           |   |   |  |
| 495336-01   | 8/5/2                                   | 020                                       | 24.44                         | 0.81         | 23.0                         | 63                        | 85660                   | 31780   | 53880                             |          |           | 0012576-01  | 341.72000   | \$8,074.84   |
|   | 8.20                                    | 0.20                                      | 0.00                          | 0.00         | 2                            | 0                         | 3.3<br>-3.3%A           | 0   | 0                                 | 0        | 42.9<br>% |   | -15\$   |  |
| c<br>Delivery Loc                                       | %<br>ADM P                              | c<br>ROCESSII                             | NG.                           |              | 04075                        | 53-04                     |                         |   | Ticket#                           |          |           | Shipment  | ID AI7520495  | 336-20-8   |
| Sub Vendor:   |   |   |                               |              |                              |                           |                         | Hauter: NAI                                     | ME ID NUMBER                      | NOT FOL  | IND       | Vehicle ID:   | AD01071398  |  |
| Entry Number  |   |   |                               |              | ORI                          | GIN:                      | COLUM                   | BUS, ND   |                                   |          |           | GRAIN ASSESSME  | NT  | -\$20.8  |
|   |   |   |                               |              |                              |                           |                         |   |                                   |          |           | **********  |   |  |
|   |   |   |                               |              |                              |                           |                         |   |                                   |          |           | TOTAL PER TICK  | ŒT  | 805  |
|   |   |   |                               |              |                              |                           |                         |   |                                   |          |           |   | 244 70000   | 20.242.6   |
| 0495337-0   | 1 8/5/2                                 | 2020                                      | 27.93                         | 0.59         | 27.                          |                           | 93620                   | 32040   | 61580                             |          |           | 0012576-01  | 341.72000   | \$9,342.6  |
| \$1.00<br>C   | 8.40<br>%                               | 0.20<br>c                                 | 0.00                          | 0.00         | 2                            | 0                         | -2.1%                   | O<br>M  | 0                                 | 0        | 42.6<br>% |   | -15\$   |  |
|   |   | ROCESSI                                   | NG                            |              | 0407                         | 53-05                     |                         | Ele   | v Ticket #                        |          |           | 1.000000  | it ID A1752049  | 337-20-8   |
| Delivery Loc  |   |   |                               |              |                              |                           |                         | Hauter, NA                                      | ME ID NUMBE                       | R NOT FO | UND       | Vehicle ID  | : AD01071395  |  |
| _   | BRODA                                   | AL FARMS                                  | LTD                           |              |                              |                           |                         |   |                                   |          |           |   |   |  |
| Delivery Loc<br>Sub Vendor:<br>Entry Numbe              | 100000000000000000000000000000000000000 | AL FARMS                                  | LTD                           |              | OR                           | tgin:                     | COLUM                   | BUS, ND   |                                   |          |           | GRAIN ASSESSME  | ENT   | -\$24.1  |
| Sub Vendor:   | 100000000000000000000000000000000000000 | al Farms                                  | LTD                           |              | OR                           | igin:                     | COLUM                   | BUS, ND   |                                   |          |           |   |   | -\$24.1  |
| Sub Vendor:   | 100000000000000000000000000000000000000 | al Farms                                  | LTD                           |              | OR                           | tGIN:                     | COLUM                   | BUS, ND   |                                   |          |           |   | epa   | •  |
| Sub Vendor:   | 100000000000000000000000000000000000000 | al farms                                  | iLTD                          |              | OR                           | igin:                     | COLUM                   | BUS, ND   |                                   |          |           |   | epa   | •  |
| Sub Vendor:<br>Entry Numbe                              | r.                                      |   |                               | 0.73         |                              |                           | 87720                   | 30140   | 57580                             |          |           |   | epa   | 9318.5   |
| Sub Vendor:   | r.                                      |   | 26.12<br>0.00                 | 0.73         |                              | :39                       | 87720<br>28             | 30140<br>0                                      | 57580<br>0                        | 0        | 42.9      | TOTAL PER TICK  | 341.72000   | -\$24.1<br>9318.5<br>\$8,676.2                           |
| Sub Vendor:<br>Entry Number                             | n 8/5//<br>8.20                         | 2020<br>0.60<br>c                         | 26.12<br>0.00                 |              | 25<br>.6<br>s                | .39                       | 87720<br>) 28<br>-28%   | 30140<br>0                                      | 0                                 | 0        | 42.9      | TOTAL PER TICK<br>0012576-01  | 341.72000<br>-15\$  | 9318.5<br>\$8,676.2                                      |
| Sub Vendor:<br>Entry Number<br>0495338-0<br>51.00       | 01 8/5/7<br>8.20<br>%<br>ADM F          | 2020<br>0.60<br>c                         | 26.12<br>0.00                 |              | 25<br>.6<br>s                | .39                       | 87720<br>) 2.8<br>-2.8% | 30140<br>0<br>M<br>Ek<br>Hauter NA              |                                   |          | %         | TOTAL PER TICK  | 341.72000   | 9318.5<br>\$8,676.2                                      |
| O495338-0 51.00 c Detivery Loc Sub Vendor:              | 01 8/5//<br>8.20<br>%<br>ADM F<br>BROD  | 2020<br>0.60<br>c                         | 26.12<br>0.00                 |              | 25<br>.6<br>s                | .39                       | 87720<br>) 2.8<br>-2.8% | 30140<br>0<br>M                                 | 0<br>ov Ticket #                  |          | %         | TOTAL PER TICK  | 341.72000<br>-155<br>mt ID Al752049<br>D: AD01071394        | 9318.5<br>\$8,676.3<br>5338-20-8                         |
| O495338-0 51.00 c Detivery Loc Sub Vendor:              | 01 8/5//<br>8.20<br>%<br>ADM F<br>BROD  | 2020<br>0.60<br>c                         | 26.12<br>0.00                 |              | 25<br>.6<br>s                | .39                       | 87720<br>) 2.8<br>-2.8% | 30140<br>0<br>M<br>Ek<br>Hauter NA              | 0<br>ov Ticket #                  |          | %         | TOTAL PER TICK  0012576-01  Shipmer   | 341.72000<br>-155<br>mt ID AI752049<br>D: AD01071394<br>ENT | 9318.5<br>\$8,676.5<br>\$338-20-8                        |
| O495338-0 51.00 c Detivery Loc Sub Vendor:              | 01 8/5//<br>8.20<br>%<br>ADM F<br>BROD  | 2020<br>0.60<br>c                         | 26.12<br>0.00                 |              | 25<br>.6<br>s                | .39                       | 87720<br>) 2.8<br>-2.8% | 30140<br>0<br>M<br>Ek<br>Hauter NA              | 0<br>ov Ticket #                  |          | %         | TOTAL PER TICK  0012576-01  Shipmer Vehicle IE                                  | 341.72000<br>-155<br>mt ID AI752049<br>D: AD01071394<br>ENT | 9318.5<br>\$8,676.5<br>\$338-20-8                        |
| O495338-0 51.00 c Delivery Loc Sub Vendor: Entry Number | 8/5/7<br>8.20<br>%<br>ADM F<br>BROD     | 2020<br>0.60<br>c<br>PROCESS<br>NAL FARMS | 26.12<br>0.00                 | 0.00         | 25<br>.6<br>\$<br>0407<br>OF | .39                       | 87720<br>) 2.8<br>-2.8% | 30140<br>0<br>M<br>Ek<br>Hauter NA              | 0<br>ov Ticket #                  | R NOT FO | 4.        | TOTAL PER TICK  0012576-01  Shipmer Vehicle III  GRAIN ASSESSME  TOTAL PER TICK | 341.72000<br>-155<br>mt ID AI752049<br>D: AD01071394<br>ENT | \$8,676.3<br>\$8,676.3<br>\$338-20-8<br>\$22.3<br>8653.  |
| Sub Vendor:<br>Entry Number<br>0495338-0<br>51.00<br>c  | 8/5/7<br>8.20<br>%<br>ADM F<br>BROD     | 2020<br>0.60<br>c<br>PROCESS<br>NAL FARMS | 26.12<br>0.00<br>ING<br>S LTD | 0.00         | 25<br>.6<br>\$<br>0407<br>OF | .39<br>(753-06<br>(RIGIN: | 87720<br>2.8<br>2.8%    | 30140<br>0<br>M<br>Ek<br>Hauter: NA<br>ABUS, ND | O<br>OWTICKET #<br>INVENTED NUMBE |          | %         | TOTAL PER TICK  0012576-01  Shipmer Vehicle III  GRAIN ASSESSME  TOTAL PER TICK | 341.72000<br>-155<br>mt ID AI752049<br>D: AD01071394<br>ENT | \$8,676.3<br>\$8,676.3<br>\$338-20-8<br>\$22.3<br>8653.3 |

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| TW   | Date<br>MO     | Gross<br>TO | MT<br>HD | Adjust<br>OD | Net MT<br>DG C | Gross<br>D DO | Tare<br>tM             | Net<br>MN                  | ST         | OP        | Contract<br>FC        | Price<br>Wt EL            | e 3 of 5<br>Extension<br>US       |
|--|----------------|-------------|----------|--------------|----------------|---------------|------------------------|----------------------------|------------|-----------|-----------------------|---------------------------|-----------------------------------|
|  |                |             |          |              | ORIGIN:        | COLUM         | BUS, ND                |                            |            |           | GRAIN ASSESSMEN       | Т                         | -\$23.64                          |
|  |                |             |          |              |                |               |                        |                            |            |           | TOTAL PER TICKE       | <del></del>               | 9137.87                           |
| 0495350-01                                   | 8/5/2          | )20         | 29.29    | 1.05         | 28.24          | 98400         | 33820                  | 64580                      |            |           | 0012576-01            | 341.72000                 | \$9,650.17                        |
| S1.00  | 9.20<br>%      | 0.40<br>C   | 0.00     | 0.00         | A (            | 3.6<br>-3.6%  | 0<br>M                 | o                          | 0          | 42.2<br>% |                       | -15\$                     |                                   |
| Delivery Loc                                 |                |             |          |              | 040753-08      | 3             | Ele                    | v Ticket#                  |            |           |                       | D AI7520495               | 350-20-8                          |
| Sub Vendor:<br>Entry Number:                 |                | FARMS       | LTD      |              | OREGIN:        | COLLEG        | Hauler: NA!<br>BUS, ND | ME ID NUMBEI               | R NOT FOUN | D         | Vehicle ID: /         | AD01071393                |                                   |
| may reminer.                                 | '              |             |          |              | Oragin:        | COLUM         | , ND                   |                            |            |           | GRAIN ASSESSMEN       | т                         | -\$24.90                          |
|  |                |             |          |              |                |               |                        |                            |            |           |                       | =                         |                                   |
|  |                |             |          |              |                |               |                        |                            |            |           | TOTAL PER TICKE       | T                         | 9625.27                           |
|  |                |             |          |              |                |               |                        |                            |            |           |                       |                           |                                   |
| 0495353-01                                   | 8/5/2          | )20         | 27.97    | 0.76         | 27.21          | 93400         | 31740                  | 61660                      |            |           | 0012576-01            | 341.72000                 | \$9,298.20                        |
| 51.00 I                                      | 8.10<br>%      | 0.20<br>c   | 0.00     | 0.00         | .2 (<br>\$     | 2.7<br>-2.7%  | 0<br>M                 | 0                          | 0          | 42.2<br>% |                       | -15\$                     |                                   |
| Delivery Loc                                 |                |             |          |              | 040753-09      | )             |                        | v Ticket#                  |            |           | Secretary Start Decay | D AI7520495               | 353-20-8                          |
| Sub Vendor:<br>Entry Number:                 |                | _ FARMS I   | LTD      |              | ORIGIN:        | COLUM         | Hauler:NAI<br>BUS, ND  | ME ID NUMBEI               | R NOT FOUN | D         | Vehicle ID: /         | AD01071399                |                                   |
|  |                |             |          |              |                |               |                        |                            |            |           | GRAIN ASSESSMEN       | Т                         | -\$23.99                          |
|  |                |             |          |              |                |               |                        |                            |            |           |                       | _                         |                                   |
|  |                |             |          |              |                |               |                        |                            |            |           | TOTAL PER TICKE       | т                         | 9274.21                           |
|  |                |             |          |              |                |               |                        |                            |            |           |                       |                           | A4 575 00                         |
| 0495354-01<br>51.00                          | 8/5/21<br>8.30 | 0.60        | 13.63    | 0.25         | 13.39<br>.s c  | 93140         | 31760                  | 61380<br>o                 | 0          | 43.1      | 0012576-01            | 341.72000                 | \$4,575.63                        |
| c c  | %              | C           | 0.00     | 0.00         | \$             | -1.8%         |                        | •                          | ٠          | %         |                       | 7.34\$                    |                                   |
|  | ADM PE         |             |          |              | 040753-10      | )             |                        | v Ticket #<br>ME ID NUMBEI | R NOT FOUN | D         |                       | D AI7520495<br>AD01071392 | 354-20-8                          |
|  | BRODA          | C LLAMING   |          |              |                |               |                        |                            |            |           |                       |                           |                                   |
| Sub Vendor:                                  |                | CFAMIS      |          |              | ORIGIN:        | COLUM         | BUS, ND                |                            |            |           | GRAIN ASSESSMEN       | т                         | -\$11.80                          |
| Delivery Loc<br>Sub Vendor:<br>Entry Number: |                | CFAMILI     |          |              | ORIGIN:        | COLUM         | BUS, ND                |                            |            |           | GRAIN ASSESSMEN       | =                         | New Arrange (A. C.)               |
| Sub Vendor:                                  |                | Francis     |          |              | ORIGIN:        | COLLIM        | BUS, NO                |                            |            |           | 2020000500000000      | =                         | New Arrange (A. C.)               |
| Sub Vendor:<br>Entry Number:<br>0495203-01   |                | 2020        | 28.38    |              | 27.44          | 93760         | 31200                  | 62560                      |            |           | 2020000500000000      | =<br>T                    | 4563.83                           |
| Sub Vendor:<br>Entry Number:<br>0496203-01   |                |             | 28.38    | 0.94         |                | 93760         | 31200<br>0             | 62560<br>0                 | 0          | 41.2 %    | TOTAL PER TICKE       | =<br>T                    | -\$11.80<br>4563.83<br>\$9,098.83 |

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| Ticket<br>TW  | Date<br>MO           | Gross                | MT<br>HD | Adjust | Net MT                      | Gross         | Tare IM        | Net<br>MN    | ST               | OP               | Contract<br>FC V    | Price<br>NI EL | 4 of 5<br>Extension<br>US          |
|---|----------------------|----------------------|----------|--------|-----------------------------|---------------|----------------|--------------|------------------|------------------|---------------------|----------------|------------------------------------|
| ub Vendor.  |                      |                      |          |        |                             |               |                | AME ID NUMBE | R NOT FOU        | ND               | Vehicle ID: Al      | 001071397      |                                    |
| Entry Number  |                      |                      |          |        | ORIGIN                      | COL           | umbus, ND      |              |                  |                  | GRAIN ASSESSMENT    | •              | -\$24.20                           |
|   |                      |                      |          |        |                             |               |                |              |                  |                  | TOTAL PER TICKET    |                | 9074.63                            |
| 0498770-0   | 1 8/26/              | 2020                 | 24.18    | 0.63   | 23.55                       | 85360         | 32060          | 53300        |                  |                  | S019080-01 3        | 37.31000       | \$7,943.6                          |
| 51.00   | 7.40                 | 0.40                 | 0.00     | 0.20   |                             |               | 2.6 0          | 0            | 0                | 43<br>%          |                     | 15\$           |                                    |
| c   | *                    | c                    |          | %      | \$                          |               | 6%M<br>=       | lev Ticket#  |                  | ~                |                     | AI7520496      | 770-20-8                           |
| Delivery Loc<br>Sub Vendor:   |                      | ROCESSIA<br>1. FARMS |          |        | 041188-0                    | n             | _              | AME ID NUMB  | ER NOT FOU       | ND               | Vehicle ID: A       |                |                                    |
| Entry Numbe   |                      | E LVIIII             | LID      |        | CRIGIN                      | t: COL        | UMBUS, ND      |              |                  |                  | GRAIN ASSESSMENT    | г              | -\$20.7                            |
|   |                      |                      |          |        |                             |               |                |              |                  |                  | TOTAL PER TICKE     |                | 7922.8                             |
| 0500445-0<br>51.00<br>c<br>Delivery Loc<br>Sub Venden<br>Entry Numb | 8.40<br>%<br>: ADM P | 1.00<br>c<br>ROCESSI |          | 9 0.62 | 24.27<br>1<br>\$<br>042314- | 0<br>-2<br>04 | 2.5 0<br>2.5%M | O Ticket #   | 0<br>BER NOT FOL | 40.6<br>%<br>JND | ;<br>•1             |                | \$8,885.9<br>0445-20-10<br>-\$21.4 |
|   |                      |                      |          |        |                             |               |                |              |                  |                  | TOTAL PER TICKE     |                | 8864.                              |
|   |                      |                      |          |        | <u> </u>                    |               |                |              |                  |                  | GRAIN ASSESSMEN     | п              | -\$287.                            |
|   |                      |                      |          |        |                             |               |                |              |                  | WEI              | GHING/INSPECTION FE | Œ              | -\$184.                            |
|   |                      |                      |          |        |                             |               |                |              |                  |                  | SETTLEMENT AMOUN    | NT             | \$111,289.                         |
|   |                      |                      |          |        |                             | ef : 01       |                | 030987       |                  |                  | BRODAL FARMS LT     | m              | \$111,289                          |

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| 3                       | 82    |            | A7-0      |      |          |         |    | 0      |        |  |
|-------------------------|-------|------------|-----------|------|----------|---------|----|--------|--------|--|
|                         | Gross | Tare<br>IM | Net<br>MN | ST   | OP       | FC      | WI | EL     | us     |  |
|                         |       |            |           |      |          | Gross   |    | 3      | 335.36 |  |
|                         |       |            |           |      |          | Disc.   |    |        | 8.92   |  |
|                         |       |            |           |      |          | Net MT  |    | :      | 326.44 |  |
|                         |       |            |           | Evto | nded An  | nount   |    | 6111,7 | 761.67 |  |
|                         |       |            |           |      | ar Deduc |         |    |        | 472.23 |  |
|                         |       |            |           |      | ement A  |         | ,  | \$111, | 289.44 |  |
|                         |       |            |           |      |          |         |    |        |        |  |
|                         |       |            |           |      |          |         |    |        |        |  |
| ntracts Due in 90 Days: |       | Delivers   |           | Duo  | Per      | nainina |    |        |        |  |

Contracts Due in 90

Commodity

Loc Contract

Delivery Date

Due Date Remaining Quantity

Price

Page 5 of 5

\*\*\* No Open Contracts

GRN-SETTLEMENT FORMS-UF-94300

# Exhibit E



SELLER

**BRODAL FARMS LTD** C/O LYNN BRODAL 10131 COUNTY ROAD 6

COLUMBUS

ND 58727-9583

US

**PURCHASE Reprint** 

Contract Number: 0013206

Contract Location:

752

**FIXED PRICE** 

Purchase

Contract Date: Customer:

9/29/2020 238914-000 01

Inventory Loc:

752

Buyer:

Morgan L. Hall

We Confirm Our Agreement With You Today As Follows:

Grain:

CANOLA

113.40 / MT (250,002/LBS)

Transportation:

TRUCK

Quantity: Futures:

CAD\$508.4000 / MT @ WICE/Nov-20

Their Contract#: Hold Pay Until:

Basis:

CAD(\$30.00) / MT

Service Fee:

\$0.0000

Price:

USD\$358.25 / MT (\$16.2501/CWT)

Specialty Premium:

SO.0000 29-Sep-2020

Date Priced:

29-Sep-2020

Begin Delivery:

31-Oct-2020

Origin:

Columbus North Dakota

End Delivery: Grades to Govern:

Destination

Destination:

Velva, ADM Processing North Dakot

Weight to Govern:

Destination

Payment Terms:

DELIVERED

**Delivery Terms:** 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 set 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 here.

Canadian toll free \$8800-23Z-1687 U.S. toll free \$800-568-8813.

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 soller 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: 0013208

PLEASE SIGN AND RETURN ONE COPY

Page: 1/2 admogradata/120/752/GRN-CONTRACT FORMS-UF--25500-S

#### Purchase Contract: 0013208

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

Page: 2/2

TERS AND CONDITIONS OF CONTRACT: THESE TIENS AND CONDITIONS OF FURCHARD (STRUMENT) INCLUDE ALL DOCUMENTS AND EMHIBITS ATTACHED HERRTO AND ALL ORDER TIENS INCOMPORATED BY REFERENCE HERRIO. IF NO ORDERTION IS MADE INCOMPORATED AND RAY NOT BE MODIFIED OR RESCRIPT BY WRITTEN AMERICANT SHALL CONTITUTE THE FINAL, CONCLETE AND EXCLUSIVE STATEMENT OF THIS AGREEMENT SHALL CONTITUTE THE FINAL, CONCLETE AND EXCLUSIVE STATEMENT OF THIS AGREEMENT WITH GR 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 DETINED BY THE UNITED CODESCIAL CODE; (B) THE GOODS CONTOURN TO THE SPECIFICATIONS PRESCALED BY ADM; (C) THE GOODS ARE NOT ADMITTANCED OR MISSRANDED WITHIN THE HEADING OF THE SEDERAL FOOD, DRUG AND COSHETIC ACT, AS MERCHED, OR INCLIDE ANT ARTICLE OR COMMONITY WHICH MAY NOT, LINES THE PROVISIONS OF SUCH ACT, HE INTERDED. INTO INTERSTATE COMMENCE; (D) THE GOODS ARE INT FOR SALE, AND DO NOT CONTAIN TRANSPHISE CHEETS NOT APPROVED FOR USE OR SALE, IN THE U.S., CAMMAN, CHEEN, SOUTH ROPERA, THE EUROPEAN UNION, JAPAN AND REXLICO, (X) THE GOODS ARE FREE FROM MAY PRANUT, PRODUCT, PRANUT RESIDED, THEN BOTS (E.G., ALMERIS, MALRITE, PECANS), THE EUROPEAN UNION, JAPAN AND REXLICO, (X) THE GOODS ARE FREE FROM MAY PRANUT, PRODUCT, PRANUT RESIDED, THE BOTS (E.G., ALMERIS, MALRITE, PECANS), SEED, THEY ARE LOW REDCIC ACID CACID CANDAR AND HIS THE GOODS ARE THE THE REPORT AND CLEAR OF ANY PERMITY, LIEN, CHARGE, QUOTA REGULATION OR RECOURS AND WILL EMPLOY FREE AND CLEAR OF ANY PERMITY, LIEN, CHARGE, QUOTA REGULATION OR ECCUPATIONS. THE THOUGH SENDENCE PRESCRIBED THE U.S. FOR ANY OTHER CONTAININGTION, FURTHERINGE, SELLER WARRANTS THAT THE GOODS HILL ROPE FOR CONTAININGTION, FURTHERINGE, SELLER WARRANTS THAT THE GOODS HILL ROPE OF ANY OTHER CONTAININGTION, FURTHERINGE, SELLER WARRANTS THAT THE GOODS HILL ROT POSE ANY FOOD SHETT THE HILDRICH SENDENCE PRESCRIBED THE U.S. DEPARTMENT OF AGRICULTURE - AND ALL PLANT EMPLIES IN THE SELLER WARRANTS THAT THE GOODS HAVE BOT RESERVED FROM ANY AREA QUARANTITIED BY THE U.S. DEPARTMENT OF AGRICULTURE - AND ALL PLANT EMPLIES IN THE SELLER WARRANTS THAT THE GOODS HAVE BOT RESERVED FROM ANY AREA QUARANTITIED BY THE U.S. DEPARTMENT OF AGRICULTURE - AND ALL PLANT EMPLIES IN THE SELLER PLANTS IN THE COURSE HAVE BOT RESERVED FROM ANY AREA QUARANTITIED BY THE U.S. DEPARTMENT OF AGRICULTURE -

OFF-CRADE COODS: AUM, IN ITS SOLE DISCRETION, MAY DECIDE WHETHER TO REJECT OR ACCEPT OFF-CRADE COODS AGAINST THIS AGREEMENT BUT IF ADM ACCEPTS OFF-CRADE COODS, THE AUM DISCOURT SCHEDULE IN EFFECT AT THE THE OF UNLOAD SHALL AFFER TO THE WRICE PAID HEREUGHER FOR ANY SUCH CIT-GRADE GOODS AND AUM SHALL HAVE NO CHLIGATION TO FIRST MOTIFY SELLER. TO THE ENTENT ALL OR ANY PORTION OF THE COODS, REGARDLESS OF GRADE, IS TAGEDD, SETZED, CONDUCTED OR DELLARD UNTIL BY ANY REGULATORY AGENCY, IT SHALL HE ADTORNATIONALLY REJECTED, NOT A PART OF THIS AGREEMENT, AND ORDERSHIP OF SUCH GOODS SHALL REPAIN WITH SELLER.

CARRIER CERTIFICATION: AT THE TIME OF DELIVERY, AND MAY REQUIRE THAT AN ADM-PROVIDED FORM ENTITLED "CARDIER CERTIFICATION AND PRIOR LOAD VERIFICATION" BE COMPLETED AND SENDITTED TO ADM SEASON TO ADM'S ACCEPTANCE OF THE GOODS. THIS CERTIFICATION WILL REQUIRE THAT THE CARRIER CERTIFY THAT: A) ANY TRUCK, RAILCAR, BARKE, OR RAIT OTHER MODE OF CONVENIES USED FOR THANSPORTING THE GOODS MAS CLEAN OF MLE PREVIOUS REGIONS; NO B) THE ENGL OF CONVENIES MOST NOT BAYE BUILCAR, PRANCES, PERMITS, PE

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 ADMEDITED THE GOODS BY ADM AT THE DESTINATION. IF THE SETTLEMENT FRICK FOR THE GOODS IS NOT BESTELLINED AT OR PRIOR TO DELIVERY, ADM IS NOT REQUIRED TO CARRY BOND ON THE COODS FOR THE DESTINATION. IN THE CARRY BOND OF THE COODS FOR THE DESTINATION OF THE CARRY BOND ON THE COODS FOR THE DESTINATION OF THE CARRY BOND ON THE COODS FOR THE DESTINATION OF THE CARRY BOND ON THE COODS FOR THE DESTINATION OF THE CARRY BOND ON THE COODS FOR THE DESTINATION OF THE CARRY BOND ON THE COODS FOR THE DESTINATION OF THE CARRY BOND ON THE COODS FOR THE DESTINATION OF THE CARRY BOND ON THE COODS FOR THE DESTINATION OF THE CARRY BOND ON THE COODS FOR THE DESTINATION OF THE CARRY BOND ON THE COODS FOR THE CARRY BOND ON THE CARR

COMER FULFILLMENT: IF MORE TEAM CHE CONTRACT IS OPEN, SHIPMENTS ARE TO BE APPLIED ON CONTRACTS IN ORDER OF EACE CONTRACT'S DELIVERY DATE BEGINNING WITH THE CLUST CONTRACT. IT IS UNDERSTOOD THAT THIS AGREEMENT IS NOT CONFIDENT AND SHIPMENTS ARE RECEIVED, GRAND, REIGHED AND DESIGNATION. ADM NOW DESIGNATE ANY REASONABLE ALTERNATE DELIVERY POINT IF NECESSARY TO EXPEDITE SELLER'S PROFOUNDACE OF THIS AGREEMENT, BUT ADM SHALL HAVE NO CRELIGATION TO DO BO.

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

SELLER DEFAULT; ADM'S REMODIES: 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 CHICARNOUS SPECIFIED IN THIS AGREEMENT; (B) SELLER GREEALLY NOT BEING AREA TO PAY ITS DEBTS AS THEY RECORD DUE, SELLER ADMITTING IN MENTING ITS BREAKING TO PAY ITS DEBTS, SELLER MAKING AN ASSECDEDT FOR THE REMOTT OF CREDITORS, OR THE COMMONDMENT, CONTROLLER TO PAY ITS DEBTS, SELLER MAKING AN ASSECDEDT FOR THE REMOTT OF CREDITORS, OR THE COMMONDMENT, CONTROLLER TO PAY ITS DEBTS ON ITS BENEFIT OF ANY CARE, PROCEEDING, OR OTHER ACTION SERVING, TO BAVE AN EXAMENDENT, LIQUIDATION, DISSILLIFON OR COMPOSITION OF IT OR ITS DEBTS UNDER ANY LAW RELATING TO BANGROUPTCY, INSOLVENCY, RECOGNIZATION; (C) SELLER'S FINANCIAL CONDITION IS FORD TO BE OR RECORD SUBMINIFACION IN MAN'S RELESSURELY CONDITION, AND ON THE ISSURANCE OF EMECUTION PROCESS AGAINST ANY PROPERTY OF SELLER OR ANY CONDENSATION, LEVY, FORFILTURE, OR SHILLER ACTION ARADIST THE GOODS OR ANY PORTION THEREOF. IN THE EVENT OF A BETALET THE OFFICE AND CONDENSATION, LEVY, FORFILTURE, OR FURTHER ORLIGATION; (2) PRICEASE A SUBSTITUTION FOR THE GOODS ON THE OPEN MARKET FOR BELLER'S ACCOUNT, AND SELLER WILL PAY ADM ANY LOSS AND DECIDENTAL MODIFICAL FOR SELLER WILL PAY ADM ANY LOSS AND DECIDENTAL MODIFICAL FOR SELLER WILL PAY ADM ANY LOSS AND DECIDENTAL MODIFICAL FOR SELLER WAS OTHERWISED.

AND/OR (4) TERMINATE ANY OR ALL OTHER CONTRACTS IN EXISTENCE BETWEEN ADM AND SELLER WATERED AND OTHERWISE BE IN DEFAULT THERROPHEN.

NOTWITESTANDING THE FOREODING, ADM MAY PURSUE ANY REMOTE ALLOWED BY LAM, AND ARM WILL BE ENTITLED TO COLLECT FROM SELLER PRASONABLE ATTORIST'S FLES AND COSTS DECURED BY ADM IN COMMONDED AND THE HISTORICANITY OF THIS AGREEMENT.

ADM ADVANCE OF FUNDS: IF THERE ARE UMPRICED GOODS SUBJECT TO THIS AGREEMENT AND ADM ADVANCES FUNDS TO SELLER PRIOR TO FUND. FRICING, THEN ADM SHALL HAVE THE RIGHT, IN THE EVENT THE HARRIT DECLINES, TO REQUIRE SELLER TO REFUND A PORTION OF THE AMOUNT ADM SHAD SO ADVANCED. THE REFUNDED AMOUNT WILL BE EQUAL TO THE DECLINE IN THE MARKET PRICE IN THE MARKET PRICE AND THE MARKET PRICE OF THE ADM ADVANCED FUNDS TO SELLER), DI GROER TO MAINTAIN THE MARKIN TO THE MARKET AS AGREED UPON HE THIS AGREEMENT. WITHOUT PREJUDICE TO OTHER LEGAL REMEDIES, ADM MAY TREAT SELLER'S PAILURE TO REFUND THE FULL AMOUNT SO REQUESTED WITHIN 48 HOURS AFTER SUCH SEMAND AS A DEVAILT UNDER THIS AGREEMENT AND PURSUE ADM SI LEGAL AND CONTRACTED HER PRIOR THIS AGREEMENT AND PURSUE ADM SI

FORCE MAJURNE: ADM SHALL NOT BE LIABLE FOR DELAY IN ADM'S PERFORMANCE OR FAILURE WHEN SUCH DELAY OR FAILURE IS DUE TO UNIVERSEEN CAUSES BEYOND ITS CONTROL AND WITHOUT ITS FAMILT OR NEGLIGENCE, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, ACTS OF PUBLIC ENEMY, GOVERNOOMIAL ACTION, FIRES, FLOODS, EARTHQUARDS, EPIDEMICS, QUARANTHER RESTRICTION, LABOR DIFFICULTIES, FREIGHT ENRANGES, PLANT BERANDOMIS, TRANSPORTATION SECRETAGES OF UNDURLLY SEVERE HEATHER, ADM SHALL NOT BE REQUIRED TO PAY FOR OR TO ACCEPT SELLEY'S APPLICATION OF OR TITLE TO ANY GOODS FOR SO LONG AS AUM IS DELAYED IN PERFORMANCE AS A RESULT OF ONE OR MORE OF THE EVENTS DESCRIBED IN THE PRECEDING SENTENCE.

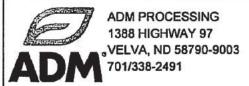
PRICE: VOLATILITY: URLESS OTHERWISE STATED, THE PRICES SET FORTH ON THIS AGREEMENT ARE IN U.S. DOLLARS. FOR THE AVOIDANCE OF DOUBT, ADM AND SELLER RECOGNIZE THAT THE MARKET PRICE WHEN DELIVERY IS REQUIRED UNDER THIS AGREEMENT MAY DIFFER SUBSTANTIALLY FROM THE AGREEMENT PRICE, AND EACH PARTY AGREES NOT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

DEDONITY: SELLER AGREES TO RELEASE, CEFEND, DEDONIFY AND HOLD ADM HARDLESS FROM AND AGAINST ALL LIABILITIES, COSTS, EXPENSES, CLAIMS OR DEMONDS WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE FOR INJURIES OR DAMAGES TO ANY PERSON OR PROPERTY ARISING OUT OF OR IN CONCRECTION WITH THIS AGREEMENT. THIS DEDONIFICATION GEALLANDED SHALL APPLY WITHOUT REGARD TO CAUSES, INCLIDING WITHOUT LIMITATION, THE MEGLIGANCE OF ANY PARTY, MILITIES SUCH REGALIGANCE DE SOLE, JOINT OR CONCURSHIP, ACTIVE OR RASIVE AND THEORY OF LIABILITY, DELICIDING WITHOUT EMPLOYED IN CONTRACT, TORT OR STREET LIABILITY. THIS EMPLOYMENT CAUTOM CULICATION CHARLES BY ADRICATED BY ADRICATED REGISTRATE COVERAGE.

HOPA BULES/ASSITNATION: EXCEPT AS OTHERWISE DROWIND HEREIM, THIS AGREEDING SHALL BE SUBJECT TO THE TRADE RULES OF THE KATICHAL GRAIM AND FRED ASSOCIATION ("MOFA"), WHICH ARE INCORPORATED HEREIM. THE DARTHES AGREE THAT THE SOLE REMODY FOR RESOLUTION OF ART AND ALL DISAGREEMING OR DISFORMS ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE THROUGH ARBITRATION PROCEEDINGS SEFORE THE MOFA FUNCION TO THE MOFA ARBITRATION BULES. IN THE EVENT OF A CONSTICUT BETWEEN THE MOFA FUNCION THE MOFA ARBITRATION SHALL BE FINAL AND DIRECTIONED THROUGH SUCH ARBITRATION SHALL BE FINAL AND DIRECTION BACK FARTY.

MISCILLAMEGOS: ADM'S FAILURE TO INSIST ON FULL PERFORMANCE OF ANY 17EM OR CONDITION OF THIS ADMINISTIC OR ADM'S VOLVER OF ANY BREACH HEREUNDER SHALL NOT BE CONSIDERED WAITURE OF THAT TESM OR CONDITION IN THE FUTURE OR ANY OTHER TEXNES, CONDITIONS OR RIGHTS OF AND KROZE THIS ADMINISTRATION OF ANY RIGHT SHEEPEN SHALL BE OF ASSISTED HIS ADMINISTRATION OF THE PREZEDING SHITTERS CONSIST OF ADM. ANY ASSIGNMENT OR DELEGATION DA VIOLATION OF THE PREZEDING SHITTERS SHALL BE WILL AND VOLD. THE DAVALDITY OR UNERFORCEASHITY OF ANY PREFICULAR PROVISIONS OF THIS MOREDOWN SHALL BE REPORTED HAVE RESPECTED AS IF SHEEP INVALID OR UNDERFORCEASHIF SHALL BE CONSTRUCTED HAVE RESPECTED AS IF SHEE INVALID OR UNDERFORCEASHIF ROVISION DA THE MORE SHALL BE ROLL BY PROVISIONS OF THIS ADMINISTRATORS, AND THE PROVISIONS OF THIS ADMINISTRATORS, AND EDUCATIONS OF THE RESPECTIVE PARTIES.

### REPORT-1D=35230-30, DONAME=IMAGES, MEMBER=777777, TYPE=PDF, SECTION=77752-238914-028347-20201001



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: Customer:

10/01/2020 238914-000

Location: CANOLA 752

|              |            |           |                | 80           |          |         |              |             |             |           |           | Settlement Cur        | rency in l     | JS Dollar                     |
|--------------|------------|-----------|----------------|--------------|----------|---------|--------------|-------------|-------------|-----------|-----------|-----------------------|----------------|-------------------------------|
| Ticket<br>⊤w | Date<br>MO | Gros      | ss MT<br>HD    | Adjust<br>OD | Net MT   | r<br>cc | Gross<br>DO  | Tare<br>iM  | Net<br>MN   | ST        | OP        | <b>Contract</b><br>FC | Price<br>WI EL | age 1 of 2<br>Extension<br>US |
| 0500194-01   | 9/29/      | 2020      | 27,25          | 0.90         | 26.3     | 35      | 91280        | 31200       | 60080       |           |           | 0013206-01            | 358.25000      | \$9,439.8                     |
| 51.00<br>c   | 7.80<br>%  | 1.00<br>c | 0.00           | 0.80<br>\$   | .2<br>\$ | 0       | 3.3<br>-3.3% |             | 0           | 0         | 40.9<br>% |                       | -15\$          |                               |
| Delivery Loc | ADM PE     | ROCESS    | SING           |              | 04223    | 36-01   |              | Elev        | Ticket#     |           |           | Shipmen               | t ID AI75205   | 00194-20-9                    |
| Sub Vendor:  | BRODA      | L FARM    | SLTD           |              |          |         |              | Hauter; NAI | ME ID NUMBE | R NOT FOI | UND       | Vehicle ID            | : AD0107140    | 5                             |
| Entry Number | :          |           |                |              | ORI      | GIN:    | COLUN        | ABUS, ND    |             |           |           | GRAIN ASSESSME        | NT             | -\$23.2                       |
|              |            |           |                |              |          |         |              |             |             |           |           |                       | :ne            |                               |
|              |            |           |                |              |          |         |              |             |             |           |           | TOTAL PER TICK        | ŒT             | 9416.6                        |
|              | 10         |           | and the second |              |          |         |              |             |             |           |           |                       |                |                               |
| 0500227-0    | 9/29/      | 2020      | 28.16          | 0.93         | 27.      | 23      | 92940        | 30860       | 62080       |           |           | 0013206-01            | 358.25000      | \$9,755.1                     |
| 51.00<br>C   | 8.20<br>%  | 0.20<br>c | 0.00           | 0.00         | .2<br>\$ | 0       | 3.3<br>-3.3% |             | 0           | 0         | 40.7<br>% |                       | -15\$          |                               |
| Delivery Loc | ADM P      | ROCESS    | SING           |              | 04223    | 36-02   |              | Ele         | v Ticket #  |           |           | Shipmen               | t ID A175205   | 00227-20-9                    |
| Sub Vendor:  |            | L FARM    | IS LTD         |              |          |         |              |             | ME ID NUMBE | R NOT FO  | UND       | Vehicle ID            | : AD0107140    | 5                             |
| Entry Number |            |           |                |              | CRI      | GIN:    | COLUM        | ABUS, ND    |             |           |           | GRAIN ASSESSME        | ENT            | -\$24.0                       |
|              |            |           |                |              |          |         |              |             |             |           |           |                       | 200            |                               |
|              |            |           |                |              |          |         |              |             |             |           |           | TOTAL PER TICK        | KET            | 9731.1                        |
|              |            |           |                |              |          |         |              |             |             |           |           |                       |                |                               |
| 1            |            |           |                |              |          |         |              |             |             |           |           | GRAIN ASSESSME        | NT             | -\$47.2                       |
|              |            |           |                |              |          |         |              |             |             |           |           |                       |                |                               |
|              |            |           |                |              |          |         |              |             |             |           | WEIGI     | HING/INSPECTION F     | EE             | -\$30.0                       |
|              |            |           |                |              |          |         |              |             |             |           |           | SETTLEMENT AMOL       | INT            | \$19,117.7                    |
|              |            |           |                |              |          |         |              |             |             |           |           | DETTICINENT MINOR     | // /           | 910,117.1                     |

GRN-SETTLEMENT FORMS-UF--94300

Exhibit E Page 3 of 6

# Case 1:21-cv-00203-DMT-CRH Document 1-2 Filed 11/08/21 Page 39 of 65

| Ticket | Date     | Gross        | Adjust<br>OD | Net Net<br>DG MT |         | S<br>DO | Таге           | Net<br>MN | ST          | OP     | Contract<br>FC                 | Price<br>WI EL | ige 2 of 2<br>Extension<br>US    |
|--------|----------|--------------|--------------|------------------|---------|---------|----------------|-----------|-------------|--------|--------------------------------|----------------|----------------------------------|
|        |          |              |              | Re               | ef : 01 |         | 030            | 885       |             |        | BRODAL FARMS L'                | TD             | \$19,117.79                      |
|        |          |              |              |                  |         | -       |                |           |             |        | Gross<br>Disc.<br>Net MT       |                | 55.41<br>1.83<br>53.58           |
|        |          |              |              |                  |         |         |                |           | Doll        | ar Dec | Amount<br>ductions<br>t Amount |                | 9,195.04<br>-\$77.25<br>9,117.79 |
|        | racts Du | ue in 90 Day | s:<br>Loc    | Contract         |         |         | elivery<br>ate |           | Due<br>Date | 1      | Remaining<br>Quantity          | Price          |                                  |
|        |          |              |              |                  |         |         |                |           |             |        | *** No Oper                    | n Contracts    |                                  |

#### REPORT-ID=35230-30,DDNAME=IMAGES,MEMBER=7777777,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 238914-000

Customer: Location:

752

**CANOLA** 

|  |            |           |        |  |  |       |               |             |                    |           |  | Settlement Cur                         | rency in US                  | Dollar                      |
|--|------------|-----------|--------|--|--|-------|---------------|-------------|--------------------|-----------|--|--|------------------------------|-----------------------------|
| Ticket<br>TW   | Date<br>MO | Gross     | s MT   | Adjust<br>OD                                 | Net MT<br>DG                                     | CD    | Gross         | Tare<br>IM  | Net<br>MN          | ŞT        | OP   | Contract<br>FC                         | Pag<br><b>Price</b><br>WI EL | e 1 of 2<br>Extension<br>US |
| 0500380-01   |            | 2020      | 26.65  | 0.61   | 26.04  |       | 91680         | 32920       | 58760              |           |  | 0013206-01                             | 358.25000                    | \$9,328.83                  |
|  | 8.50<br>%  | 0.60<br>c | 0,00   | 0.00   | .6<br>\$   | 0     | 2.3<br>-2.3%M | 0           | 0                  | 0         | 40.5<br>%  |  | -15\$                        |                             |
| Delivery Loc   | ADM P      | ROCESSI   | NG     |  | 042314-  | 01    |               | Elev        | Ticket#            |           |  |  | nt ID A17520500              | 380-20-10                   |
| Sub Vendor:  |            |           |        |  |  |       |               | Hauter: NAM | AE ID NUMBE        | R NOT FOL | JND  | Vehicle II                             | : AD01071400                 |                             |
| Sub Vendor: BRODAL FARMS LTD Entry Number:               |            |           |        | ORIGI  | N:   | COLUM | BUS, ND       |             |                    |           | GRAIN ASSESSME   | ENT                                    | -\$22.90                     |                             |
|  |            |           |        |  |  |       |               |             |                    |           |  | TOTAL PER TIC                          |                              | 9305.87                     |
|  |            |           |        |  |  |       |               |             |                    |           |  |  |                              |                             |
| 0500408-0  | 1 10/2     | /2020     | 28.38  | 0.57   | 27.81  | 1     | 93780         | 31220       | 62560              |           |  | 0013206-01                             | 358.25000                    | \$9,962.9                   |
| 51,00<br>C   | 8.30       | 0.40<br>C | 0.00   | 0.00   | .4<br>\$   | 0     | 2<br>-2%M     | 0           | 0                  | 0         | 41<br>%  |  | -15\$                        |                             |
| Delivery Loc ADM PROCESSING Sub Vendor: BRODAL FARMS LTD |            |           |        | 042314-02 Elev Ticket :<br>Hauler: NAME ID N |  |       |               |             | R NOT FO           | UND       | Shipment ID AJ7520500408-20-10<br>Vehicle ID: AD01071405 |  |                              |                             |
| Entry Number   |            |           |        |  | ORIG   | IN:   | COLUM         | BUS, ND     |                    |           |  | GRAIN ASSESSM                          | ENT                          | -\$24.5                     |
|  |            |           |        |  |  |       |               |             |                    |           |  |  | 1000                         |                             |
|  |            |           |        |  |  |       | ř             |             |                    |           |  | TOTAL PER TIC                          | KET                          | 9938.4                      |
| W  |            |           |        |  |  |       |               |             | There are a series |           |  | ************************************** | 358,25000                    | \$2,138.7                   |
| 0500445-0  | 1 10/2     | 2/2020    | 6.12   | 0.15   | 5.9  | 7     | 100840        | 32480       | 68360              |           |  | 0013206-01                             | 336.23000                    | 32,130.                     |
| 51,00<br>c   | 8.40       | 1.00<br>c | 0.00   | 0.00   | 1<br>5   | 0     | 2.5<br>-2.5%  |             | 0                  | 0         | 40.6<br>%  |  | -2.96\$                      |                             |
| Delivery Loc ADM PROCESSING Sub Vendor: BRODAL FARMS LTD |            |           | 042314 | 4-03   | 3 Elev Ticket # Hauler: NAME ID NUMBER NOT FOUND |       |               |             |                    |           | ent ID AI752050<br>ID: AD01071400                        | 0445-20-10                             |                              |                             |
| Entry Number   | r.         |           |        |  | ORIG   | in:   | COLUM         | ABUS, ND    |                    |           |  | GRAIN ASSESSM                          | MENT                         | -\$5.2                      |
|  |            |           |        |  |  |       |               |             |                    |           |  |  |                              | 2133.                       |
|  |            |           |        |  |  |       |               |             |                    |           |  | TOTAL PER TIC                          | KET                          | 2133.                       |

GRN-SETTLEMENT FORMS-UF-94300

Exhibit E Page 5 of 6

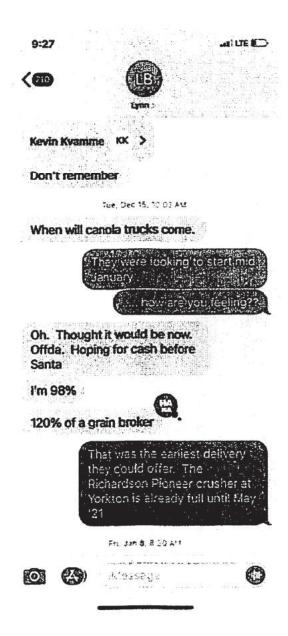
# Case 1:21-cv-00203-DMT-CRH Document 1-2 Filed 11/08/21 Page 41 of 65

| Ticket<br>TW | Date<br>MO | Gross<br>TD | MT<br>HD | Adjust<br>OD | Net MT<br>DG | CD CD    | S<br>DO | Tare<br>IM       | Net<br>MN | ST          | OP      | Contract<br>FC  | Pri<br>wi | Pag<br>CB<br>EL | e 2 of 2<br>Extension<br>US                              |
|--------------|------------|-------------|----------|--------------|--------------|----------|---------|------------------|-----------|-------------|---------|---|-----------|-----------------|--|
|              |            |             |          |              |              |          |         |                  |           |             |         | GRAIN ASSESSME  | NT        |                 | -\$52.74   |
|              |            |             |          |              |              |          |         |                  |           |             | WEIGH   | IING/INSPECTION F   | EE        |                 | -\$32.96   |
|              |            |             |          |              |              |          |         |                  |           |             | s       | ETTLEMENT AMOU  | INT       |                 | \$21,344.81  |
|              |            |             |          |              | ı            | Ref : 01 |         | 036              | 0949      |             |         | BRODAL FARMS I  | .TD       | #1              | \$21,344.81  |
|              |            |             |          |              |              |          |         |                  |           | Dol         | lar Dec | Gross<br>Disc.<br>Net MT<br>Amount<br>ductions<br>at Amount | •         | 18              | 61.15<br>1.33<br>59.82<br>,430.51<br>-\$85.70<br>,344.81 |
|              | racts Di   |             | 0 Day    |              | Contract     | t        |         | Delivery<br>Date |           | Due<br>Date |         | Remaining<br>Quantity<br>*** No Op                          |           | rice<br>tracts  |  |

GRN-SETTLEMENT FORMS-UF-94300

# Exhibit F

\* 1



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. 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)

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. 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   | DEFENDANT: Brodal Farms Ltd. |
|---|------------------------------|
| ADDRESS: 77 W. Wacky, Ste. 4600   | ADDRESS:                     |
| Chicago, 12 60601   |                              |
| NAME: Jessica staiger   | NAME:                        |
| Chicago, 1L 60601<br>NAME: Jessica staiger<br>TITLE: Associate Gen. Counsel, Litigation | TITLE:                       |
| SIGNATURE: Starge   | SIGNATURE:                   |
| DATE: 9/15/2/   | DATE:                        |
| WITNESS: WHITNESS:  | WITNESS:                     |
| V   |                              |

#### 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.

BY:

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

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

.....

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

CV01S (Revised 05/25/2011)

N.D. Rules of Court 3.1

IN DISTRICT COURT

**COUNTY OF BURKE** 

NORTH CENTRAL JUDICIAL DISTRICT

Brodal Farms, Ltd.,

Case No. 07-2021-CV-00041

Plaintiff,

-VS-

NOTICE OF APPEARANCE

Archer-Daniels-Midland Company,

Defendant.

[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

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** 

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

#### 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/IanR. 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

IN DISTRICT COURT

COUNTY OF BURKE

NORTH CENTRAL JUDICIAL DISTRICT

Brodal Farms, Ltd.,

Case No. 07-2021-CV-00041

Plaintiff,

-VS-

Archer-Daniels-Midland Company,

Defendant.

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

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

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

IN DISTRICT COURT

**COUNTY OF BURKE** 

NORTH CENTRAL JUDICIAL DISTRICT

Brodal Farms, Ltd.,

Case No. 07-2021-CV-00041

Plaintiff,

-vs-

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

**PROCEEDINGS** 

Archer-Daniels-Midland Company,

Defendant.

[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

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 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. 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

IN DISTRICT COURT

COUNTY OF BURKE

NORTH CENTRAL JUDICIAL DISTRICT

Brodal Farms, Ltd.,

Case No. 07-2021-CV-00041

Plaintiff,

-vs-

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

**PROCEEDINGS** 

Archer-Daniels-Midland Company,

Defendant.

[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

IN DISTRICT COURT

COUNTY OF BURKE

NORTH CENTRAL JUDICIAL DISTRICT

Brodal Farms, Ltd.,

Case No. 07-2021-CV-00041

Plaintiff,

-VS-

AMENDED NOTICE OF APPEARANCE

Archer-Daniels-Midland Company,

Defendant.

[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

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** 

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

#### 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/IanR. 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

| STATE OF NORTH DAKOTA           | IN DISTRICT COURT   |
|---------------------------------|---|
| COUNTY OF BURKE                 | NORTH CENTRAL JUDICIAL DISTRICT                             |
| Brodal Farms, Ltd.,             | Case No. 07-2021-CV-00041                                   |
| Plaintiff,                      | STIPULATION REGARDING                                       |
| v.                              | DEFENDANT'S TIME TO RESPOND<br>TO MOTION FOR TERMINATION OF |
| Archer-Daniels-Midland Company, | ARBITRATION PROCEEDINGS                                     |
| Defendant.                      |   |

- ¶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.

#### SERKLAND LAW FIRM

#### /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

#### /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

#### ATTORNEY FOR PLAINTIFF

# 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           | IN DISTRICT COURT                      |
|---------------------------------|--|
| COUNTY OF BURKE                 | NORTH CENTRAL JUDICIAL DISTRICT        |
| Brodal Farms, Ltd.,             | Case No. 07-2021-CV-00041              |
| Plaintiff,                      | ORDER EXTENDING DEFENDANT'S            |
| V.                              | TIME TO RESPOND TO MOTION FOR          |
| Archer-Daniels-Midland Company, | TERMINATION OF ARBITRATION PROCEEDINGS |
| Defendant.                      |  |

[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

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. Lautt
PRINGLE & HERIGSTAD, P.C.
slautt@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

| STATE OF NORTH DAKOTA           | IN DISTRICT COURT                      |
|---------------------------------|--|
| COUNTY OF BURKE                 | NORTH CENTRAL JUDICIAL DISTRICT        |
| Brodal Farms, Ltd.,             | Case No. 07-2021-CV-00041              |
| Plaintiff,                      | ORDER EXTENDING DEFENDANT'S            |
| V.                              | TIME TO RESPOND TO MOTION FOR          |
| Archer-Daniels-Midland Company, | TERMINATION OF ARBITRATION PROCEEDINGS |
| Defendant.                      |  |

[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

**COUNTY OF BURKE** 

IN DISTRICT COURT

NORTH CENTRAL JUDICIAL DISTRICT

Brodal Farms, Ltd.,

Case No. 07-2021-CV-00041

Plaintiff,

-vs-

Archer-Daniels-Midland Company,

Defendant.

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 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

#### <u>/s/ Steven A. Lautt</u>

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

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
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

ATTORNEYS FOR DEFENDANT ARCHER-DANIELS-MIDLAND COMPANY

| 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- Archer-Daniels-Midland Company, Defendant. | ORDER EXTENDING DEFENDANT'S TIME TO RESPOND TO MOTION FOR TERMINATION OF ARBITRATION PROCEEDINGS |  |  |  |  |
| [1] This matter came before the Co                         | ourt on the stipulation of the parties to extend   |  |  |  |  |
| the time to respond to Motion for Terminat                 | ion 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                | ı <b>.</b>   |  |  |  |  |
| [3] IT IS ORDERED.   |  |  |  |  |  |
| ВУ   | THE COURT:   |  |  |  |  |
| Gar  | y H. Lee   |  |  |  |  |

Judge of the District Court

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** 

- I hereby certify that on November 5, 2021, the following documents: [1]
  - 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. Lautt PRINGLE & HERIGSTAD, P.C. slautt@pringlend.com

Dated: November 5, 2021

<u>/s/IanR. McLean</u>

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