GD01-003

GD01-003

DOCKET NO.

In the Matter of — IN THE MATTER OF THE GRAIN DEALER'S BONDS OF WHEETCO, INC.

Public Utilities Commission of the State of South Dakota

DATE		MEMORANDA
11/30	01	Order for and Notice of Hearing;
12/7	01	Affidavit of Publication;
1/4	02	Affidavits of Publication;
1/14	02	Affidavit of Publication
1/28	02	Notice of Fraud and Fraudulent Conversion (Sam Schover);
2/4	02	Transcript of Hearing held 1/16/02;
2/5	02	Notice of Fraud and Fraudulent Conversion (Jake Schover);
2/13	02	Subscription Agreement (Arnold Schurr);
3/1	02	Proof of Claim (Harlan Eisenbraun);
3/5	02	Staff's Motion to Reopen the Record.
4/9	02	Proposed Find. of Fact and Con. of Law and Decision of Receiver;
4/9	02	Judgment and Order Approving Proposed Find. of Fact and Con. of Law and Decision of Receiver
4/9	02	Certificate of Service;
4/18	02	Notice of Entry of Judgment and Order Approving Find. of Fact and Con. of Law and Decision of Receiver
5/31	02	Docket Closed.

STATE PUBLISHING CO., PIERRE, SOUTH DAKOTA—SMEAD 104 SP14130

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE GRAIN DEALER'S BONDS OF WHEETCO, INC.	)	ORDER FOR AND NOTICE OF HEARING
	)	GD01-003
	)	(Civ. 01-807)

On August 24, 2001, the Public Utilities Commission (Commission) filed with the Fifth Judicial Circuit a Petition to Appoint South Dakota Public Utilities Commission as a receiver of Wheetco, Inc. (Wheetco) pursuant to SDCL 49-45-16 and SDCL Chapter 21-21, to take possession of the cash proceeds of the following grain dealer's bonds: (1) the bond commencing July 1, 1998, and ending June 30, 1999; (2) the bond commencing July 1, 1999, and ending June 30, 2000; and (3) the bond commencing July 1, 2000, and ending June 30, 2001. On September 20, 2001, the Commission was appointed receiver by the Honorable Judge Larry H. Lovrien of the Fifth Judicial Circuit of South Dakota.

The Commission has jurisdiction over this matter pursuant to SDCL Chapters 21-21 and 49-45, specifically 49-45-13, 49-45-16, and 49-45-18. Pursuant to the order of the Court, the Commission shall determine claims against the cash proceeds of the following grain dealer's bonds: (1) the bond commencing July 1, 1998, and ending June 30, 1999; (2) the bond commencing July 1, 1999, and ending June 30, 2000; and (3) the bond commencing July 1, 2000, and ending June 30, 2001, with Star Insurance Company, being the surety. A hearing shall be held on the claims against the bonds as described above on January 16, 2002, beginning at 1:00 p.m., at the Department of Labor Meeting Room, 420 South Roosevelt, Aberdeen, South Dakota.

The issue at the hearing will be to determine claims against the cash proceeds of the following grain dealer's bonds: (1) the bond commencing July 1, 1998, and ending June 30, 1999; (2) the bond commencing July 1, 1999, and ending June 30, 2000; and (3) the bond commencing July 1, 2000, and ending June 30, 2001, with Star Insurance Company, being the surety.

All potential claimants have the right to be present, to be represented by an attorney, and to present evidence of their claims. Evidence may include, but is not limited to, such documents as scale tickets, settlement sheets, bad checks, or other evidence of a sale of grain to Wheetco which has not been paid. These and other due process rights will be forfeited if they are not exercised at the hearing or by submitting a proof of claim with the Commission. After the hearing, the Commission, as receiver, will consider all evidence and testimony that was presented at the hearing. As a result of the hearing, the Commission shall determine claims against the cash proceeds of the grain dealer's bonds. The Commission will then enter proposed Findings of Fact, Conclusions of Law, and a Final Decision regarding this matter which will be submitted to the Fifth Circuit of the State of South Dakota. The Final Decision made by the Circuit Court may be appealed to the state Supreme Court as provided by law.

It is therefore

ORDERED, that the hearing shall be held on January 16, 2002, beginning at 1:00 p.m., at the Department of Labor Meeting Room, 420 South Roosevelt, Aberdeen, South Dakota.

Pursuant to the Americans with Disabilities Act, this hearing is being held in a physically accessible location. Please contact the Public Utilities Commission at 1-800-332-1782 at least 48 hours prior to the hearing if you have special needs so arrangements can be made to accommodate you.

Dated at Pierre, South Dakota, this 30th day of November, 2001.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Kristine Kabeo

Date: 11/30/01

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

GD01-023

MEMBER AUDIT BUREAU OF CIRCULATIONS

MEMBER THE ASSOCIATED PRESS

Aberdeen
American News

PUBLISHED DAILY AND SUNDAY
124 South Second Street — P.O. Box 4430
ABERDEEN, SOUTH DAKOTA 57402-4430
TELEPHONE: 605-225-4100

Date 12-6-01

FIRST PUBLICATION

Attached is a clipping from our edition of Thursday, Dec 6 2001 showing first insertion of Notice to Claimants of Hearing which we shall publish as ordered as follows: 12-6, + 12-13-01

Kindly check notice immediately and return if incorrect, noting corrections to be made.

ABERDEEN AMERICAN NEWS

ACCOUNTING DEPARTMENT

TOTAL PUBLICATION COST 146.80

ADVERTISEMENT

CIV. NO. 01-807
In The Matter of The Grain Dealer's Bonds of Wheetco, Inc.
NOTICE TO CLAIMANTS OF HEARING

NOTICE IS HEREBY GIVEN that the South Dakota Public Utilities Commission (Commission), 500 East Capitol Ave., Pierre, SD 57501-5070, has been appointed a Receiver to take possession of all applicable bond proceeds of Wheetco, Inc. (Wheetco) formerly of Groton, South Dakota, pursuant to SDCL 49-45-16 and SDCL Chapter 21-21. Wheetco voluntarily relinquished it's grain dealer's license. The bonding company is Star Insurance Company, 26600 Telegraph Rd., Ste. 300, Southfield, Mi.

NOTICE IS FURTHER GIVEN that claims for all applicable bond proceeds shall be given in writing. Contact the Commission 1-800-332-1782 to receive a proof of claims form. Please submit any claims by December 28, 2001.

NOTICE IS FURTHER GIVEN that the Commission shall hold a public hearing for considering claims against all applicable bond proceeds and all claimants are encouraged to appear at this hearing to present evidence of their claims which may include, but is not limited to, such documents as scale tickets, settlement sheets, bad checks or other evidence of a sale of grain to Wheetco which has not been paid.

THIS HEARING WILL BE HELD ON JANUARY 16, 2002 AT 1:00 PM IN THE DEPARTMENT OF LABOR MEETING ROOM, 420 SOUTH ROOSEVELT, ABERDEEN, SOUTH DAKOTA.

Anyone having questions can contact the Commission by calling 1-800-332-1782. This hearing is being held in a physically accessible location. Please contact the Commission if you have special needs so arrangements can be made to accommodate you.

The decision of the Commission as Receiver in this matter is subject to the final approval of the Fifth Circuit Court of the State of South Dakota and which may be further appealed to the South Dakota Supreme Court.

RECEIVED
DEC 07 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION



South Dakota
Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

January 4, 2002

JUDY RIDER
717 N LINCOLN
ABERDEEN SD 57401

RE: January 16 Hearing

Dear Judy:

Thank you for agreeing to provide court reporting for our January 16 hearing in Aberdeen. I have enclosed the Order for Hearing with all the details. Below I have listed the individuals from our office who plan to attend. There will also be some producers there with their attorney's but we don't know who they will be in advance.

Jim Burg, Commissioner
Pam Nelson, Commissioner
Bob Sahr, Commissioner
Rolayne Ailts Wiest, General Counsel
Greg Rislov, Advisor
Bob Knadle, Division Director
Kelly Frazier, Staff Attorney

Thank you for your assistance.

Sincerely,

Sue Cichos

Sue Cichos
Deputy Executive Director

Enclosure

Capitol Office
Telephone (605)773-3201
FAX (605)773-3809

Transportation/
Warehouse Division
Telephone (605)773-5280
FAX (605)773-3225

Consumer Hotline
1-800-332-1782

TTY Through
Relay South Dakota
1-800-877-1113

Internet Website
www.state.sd.us/puc/

Jim Burg
Chairman
Pam Nelson
Vice-Chairman

Debra Elofson
Executive Director

Harlan Best
Martin C. Bettmann
Sue Cichos
Karen E. Cremer
Christopher W. Downs
Terry Emerson
Michele M. Farris
Marlette Fischbach
Heather K. Forney
Kelly D. Frazier
Mary Giddings
Leni Healy
Mary Healy
Lisa Hull
Dave Jacobson
Amy Kayser
Jennifer Kirk
Bob Knadle
Delaine Kolbo
Charlene Lund
Gregory A. Rislov
Keith Senger
Rolayne Ailts Wiest

DAVIT OF PUBLICATION-
tomer Number: 078394
voice Number: 11281

Public Utilities

Cancel 807

Argus Leader
AFFIDAVIT OF PUBLICATION

STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA } ss

Nancy Hyronimus being duly sworn, says: That The Argus Leader is, and during all the times hereinafter mentioned was, a daily legal newspaper as defined by SDCL 17-2-21, as amended published at Sioux Falls, Minnehaha County, South Dakota; that affiant is and during all of said times, was an employee of the publisher of such newspaper and has personal knowledge of the facts stated in this affidavit; that the notice, order or advertisement, a printed copy of which is hereto attached, was published in said newspaper upon

Sunday ,the 9 day of December 2001 ,

Sunday ,he 16 day of December 2001 ,

,the day of 2001 ,

,the day of 2001 ,

,the day of 2001 ,

,the day of 2001 ,

,the day of 2001 ,

and that $78.17 was charged for publishing the same including A $5.00 affidavit fee.

Nancy Hyronimus

Subscribed and sworn to before 12/21/2001 .

JOAN STAHL
NOTARY PUBLIC
SEAL SOUTH DAKOTA

Joan Stahl
Notary Public, South Dakota

My Commission expires June 30th, 2005

State Notices

State Notices

Civ. No. 01-807
IN THE MATTER OF THE GRAIN DEALER'S BONDS OF WHEETCO, INC.
NOTICE TO CLAIMANTS OF HEARING
NOTICE IS HEREBY GIVEN that the South Dakota Public Utilities Commission (Commission), 500 East Capitol Ave., Pierre, SD 57501-5070, has been appointed a Receiver to take possession of all applicable bond proceeds and cable bond proceeds of Wheetco, Inc. (Wheetco) formerly of Groton, South Dakota, pursuant to SDCL 49-45-16 and SDCL Chapter 21-21. Wheetco voluntarily relinquished its grain dealers license. The bonding company or Stat Insurance Company, 26600 Telegraph Rd., Ste. 300, Southfield, MI 48034-2214 has issued bonds in favor of Wheetco. Contact the Commission at 1-800-332-1782 if you wish to receive a proof of claims form. Please submit any claims sheets, bad checks or other evidence of a sale of grain to Wheetco which has not been paid by December 28, 2001.

State Notices

NOTICE IS FURTHER GIVEN that the Commission will hold a public hearing for the purpose of considering claims against all applicable bond proceeds and cable bond proceeds shall be sent evidence of their claims in writing. Contact the which may include, but is not limited to, such documents as settlement can contact the Commission by calling 1-800-332-1782. This hearing is being held in a physically accessible location.

State Notices

THIS HEARING WILL BE HELD ON JANUARY 16, 2002 AT 1:00 P.M. IN THE DEPARTMENT OF LABOR MEETING ROOM, 420 SOUTH ROOSEVELT, ABERDEEN, SOUTH DAKOTA.

Anyone having questions which may be further appealed to the South Dakota Supreme Court.

State Notices

If you have special needs so arrangements can be made to accommodate you.

The decision of the Commission as Receiver in this matter is subject to the final approval of the Fifth Circuit Court of the State of South Dakota and

Please contact the Commission

Dec. 9, 16, 2001

RECEIVED
JAN 04 2002
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

UTILITIES COMMISSION

Civ 01-807

DETACH THIS STUB AND RETURN WITH PAYMENT

PAYMENT DUE UPON RECEIPT

AFFIDAVIT OF PUBLICATION-

AFFIDAVIT OF PUBLICATION

STATE OF SOUTH DAKOTA

COUNTY OF MINNEHAHA } ss

Beth Buchanan being duly sworn, says: That The Argus Leader is, and during all the times hereinafter mentioned was, a daily legal newspaper as defined by SDCL 17-2-21, as amended published at Sioux Falls, Minnehaha County, South Dakota; that affiant is and during all of said times, was an employee of the publisher of such newspaper and has personal knowledge of the facts stated in this affidavit; that the notice, order or advertisement, a printed copy of which is hereto attached, was published in said newspaper upon

Sunday	, the	9th	day of	December	2000,
Sunday	, the	16th	day of	December	2000,
	, the		day of		2000,
	, the		day of		2000,
	, the		day of		2000,
	, the		day of		2000,
	, the		day of		2000,

and that $610.50 was charged for publishing the same for display advertising.

Beth Buchanan

Subscribed and sworn to before me December 16, 2000,

JUDY WIESE
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

Judy Wiese
Notary Public, South Dakota

My Commission expires November 3, 2006

RECEIVED

JAN 04 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Civ. No. 01-807 - IN THE MATTER OF THE GRAIN DE
WHEETCO, INC. NOTICE TO CLAIMANTS OF HEAR
NOTICE IS HEREBY GIVEN that the South Dakota Public U
(Commission), 500 East Capitol Ave., Pierre, SD 57501-5070
Receiver to take possession of all applicable bond proceeds of
(Wheetco) formerly of Groton, South Dakota, pursuant to SD
Chapter 21-21. Wheetco voluntarily relinquished it's grain de
bonding company is Star Insurance Company, 26600 Telegrap
Southfield, MI.
NOTICE IS FURTHER GIVEN that claims for all applicable
given in writing. Contact the Commission at 1-800-332-1782
claims form. Please submit any claims by December 28, 2001
NOTICE IF FURTHER GIVEN that the Commission shall ho
considering claims against all applicable bond proceeds and a
encouraged to appear at this hearing to present evidence of th
include, but is not limited to, such documents as scale tickets,
checks or other evidence of a sale of grain to Wheetco which
THIS HEARING WILL BE HELD ON JANUARY 16, 2002
DEPARTMENT OF LABOR MEETING ROOM, 420 SOUT
ABERDEEN, SOUTH DAKOTA.
Anyone having questions can contact the Commission by call
This hearing is being held in a physically accessible location.
Commission if you have special needs so arrangements can b
you.
The decision of the Commission as Receiver is this mater is
approval of the Fifth Circuit Court of the State of South Dako
further appealed to the South Dakota Supreme Court.

~~CW01-807~~

RECEIVED

JAN 0 [illegible]

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

AFFIDAVIT OF PUBLICATION

STATE OF SOUTH DAKOTA}

§

COUNTY OF BROWN}

Alice Kentz being duly sworn, on his/her oath says: That the AMERICAN NEWS is a daily newspaper of general circulation, printed and published in Aberdeen, Brown County, South Dakota, by the Aberdeen News Company, a corporation, and has been such a newspaper during the times hereinafter mentioned; That affiant is an employee and principal clerk of said publisher and has personal knowledge of all facts stated in this affidavit; That the advertisement headed :

Notice to Claimants Hearing

a printed copy of which is hereunto attached, was printed and published in the regular and entire issue of said newspaper, and not in a supplement thereof, once each Week for 2 successive Weeks.

The first publication being made on the 6 day of Dec.

The second publication being made on the 13 day of Dec.

The third publication being made on the _____ day of _____.

The fourth publication being made on the _____ day of _____.

The fifth publication being made on the _____ day of _____.

The sixth publication being made on the _____ day of _____;

That said newspaper is a legal newspaper published five days or more each week; with a bona fide circulation of more than two hundred copies daily; published in the English language within the said county of Brown for more than one year prior to the first publication of said notice; and printed in whole in an office maintained at the place of publication of said newspaper; That the whole amount of the fee paid for the publication of the annexed notice is $ 293.60, which insures solely to the benefit of said publisher; That no agreement or understanding for a division thereof had been made with any other person; and That no part thereof has been agreed to be paid to any person whomsoever.

Alice Kentz

Subscribed and sworn to before me this 13 day of Dec, 2001.

Daily Circulation 19,000

[illegible] Notary Public, Brown County, SD.

SEAL

My commission expires [illegible].

ADVERTISEM

CIV. NO. O

In The Matter of The G

of Wheetc

NOTICE TO CLAIMAN

NOTICE IS HEREBY GIVEN that Commission (Commission), 500 East Capitc been appointed a Receiver to take possessic Wheetco, Inc. (Wheetco) formerly of Grot 49-45-16 and SDCL Chapter 21-21. Whee dealer's license. The bonding company i Telegraph Rd., Ste. 300, Southfield, MI.

NOTICE IS FURTHER GIVEN that cla shall be given in writing. Contact the Comn proof of claims form. Please submit any clai

NOTICE IS FURTHER GIVEN that t hearing for considering claims against al claimants are encouraged to appear at thi claims which may include, but is not limite settlement sheets, bad checks or other evi which has not been paid.

THIS HEARING WILL BE HELD ON PM IN THE DEPARTMENT OF LABOR ROOSEVELT, ABERDEEN, SOUTH DA

Anyone having questions can contact th 1782. This hearing is being held in a p contact the Commission if you have special to accommodate you.

The decision of the Commission as Recei approval of the Fifth Circuit Court of [illegible] be further appealed to the South [illegible]

RECEIVED

DEC 14 2001

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

We're Here For You
Groton
Dakota Press
30 N. Main • P.O. Box 565, Groton
Phone: 605-397-8102
FAX: 605-397-8103

~~Civ 01-807~~

RECEIVED

JAN 04 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

AFFIDAVIT OF PUBLICATION

STATE OF SOUTH DAKOTA
COUNTY OF BROWN

Kathy Sundermeyer BEING DULY SWORN, ON HER OATH SAYS: That the GROTON DAKOTA PRESS is a WEEKLY newspaper of general circulation, published in Groton, BROWN COUNTY, South Dakota, by the Dakota Press Inc., a corporation, and has been such a newspaper during the times hereinafter mentioned, that affiant is the publisher and has personal knowledge of all the facts stated in this affidavit: that the advertisement,

Notice to Claimants/
Wheetco, Inc.

a printed copy of which is hereunto attached, and not in a supplement thereof, once each week for 2 successive week(s) to wit:

December 5, 2001
December 12, 2001
_____, 20____
_____, 20____

That said newspaper, GROTON DAKOTA PRESS, being published once a week, having a bona fide circulation of more than two hundred copies weekly, having been published in the English language within the said Brown County. That the whole amount of the fee paid for the publication of the annexed notice is $ 92.00, which insures solely to the benefit of said publisher; that no agreement or understanding for a division thereof has been made with any other person, and that no part thereof has been agreed to be paid to any person whomsoever.

Kathy Sundermeyer

Subscribed and sworn to before me this 28th day of December, 2001

Peggy Locke
Notary Public, Brown County, S.D.
My commission expires My Commission Expires 10-20-05

PEGGY LOCKE
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

Civ. No. 01-807 - IN THE MATTER OF THE GRAIN DEALER'S BONDS OF WHEETCO, INC. NOTICE TO CLAIMANTS OF HEARING

NOTICE IS HEREBY GIVEN that the South Dakota Public Utilities Commission (Commission), 500 East Capitol Ave., Pierre, SD 57501-5070, has been appointed a Receiver to take possession of all applicable bond proceeds of Wheetco, Inc. (Wheetco) formerly of Groton, South Dakota, pursuant to SDCL 49-45-16 and SDCL Chapter 21-21. Wheetco voluntarily relinquished it's grain dealer's license. The bonding company is Star Insurance Company, 26600 Telegraph Rd., Ste. 300, Southfield, MI.

NOTICE IS FURTHER GIVEN that claims for all applicable bond proceeds shall be given in writing. Contact the Commission at 1-800-332-1782 to receive a proof of claims form. Please submit any claims by December 28, 2001.

NOTICE IS FURTHER GIVEN that the Commission shall hold a public hearing for considering claims against all applicable bond proceeds and all claimants are encouraged to appear at this hearing to present evidence of their claims which may include, but is not limited to, such documents as scale tickets, settlement sheets, bad checks or other evidence of a sale of grain to Wheetco, which has not been paid.

THIS HEARING WILL BE HELD ON JANUARY 16, 2002 AT 1:00 P.M. IN THE DEPARTMENT OF LABOR MEETING ROOM, 420 SOUTH ROOSEVELT, ABERDEEN, SOUTH DAKOTA.

Anyone having questions can contact the Commission by calling 1-800-332-1782. This hearing is being held in a physically accessible location. Please contact the Commission if you have special needs so arrangements can be made to accommodate you.

The decision of the Commission as Receiver in this matter is subject to the final approval of the Fifth Circuit Court of the State of South Dakota and which may be further appealed to the South Dakota Supreme Court.

Edition of the
Groton Daily Independent

AFFIDAVIT OF PUBLICATION
State of South Dakota
ss
County of Brown

Vickie Sippel of said county, being duly sworn on oath, says that she is an employee of the publisher of the Weekly Edition of the Groton Daily Independent, a weekly newspaper, published in the City of Groton, South Dakota, in said County of Brown, and State of South Dakota; that she has full and personal knowledge of the facts herein stated; that said newspaper is a legal newspaper as defined in SDCL 17-2-2.1 through 17-2-2.4 inclusive; that said newspaper has been published with in the said county of Brown and State of South Dakota, for at least one year next prior to the first publication of the attached public notice, and that the

SDPUC
possession of bonds

a printed copy of which, taken from the Weekly Edition of the Groton Daily Independent, in which the same was published, and which is hereto attached and made a part of this affidavit, was published in the Weekly Edition of the Groton Daily Independent for 2 successive week(s) to wit:

Dec 5 , 01
Dec 12 , 01
_____ , ____
_____ , ____
_____ , ____

That the full amount of the fee charged for the publication of the attached public notice insures to the sole benefit of the publisher; that no agreement or understanding for the division thereof has been made with any other person, and that no part thereof has been agreed to be paid to any person whomsoever; that the fees charged for the publication thereof are:

$ 104 SD

Signed: Vickie Sippel

Subscribed and sworn to me before this

12 day of Jan 2002

Paul A Kosel

Notary Public in and for the County of Brown, South Dakota
My Commission expires July 9, 2006

RECEIVED

JAN 14 2002

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Civ. No. 01-807 - IN THE MATTER OF THE GRAIN DEALER'S BONDS OF WHEETCO, INC. NOTICE TO CLAIMANTS OF HEARING

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Anyone having questions can contact the Commission by calling 1-800-332-1782. This hearing is being held in a physically accessible location. Please contact the Commission if you have special needs so arrangements can be made to accommodate you.

The decision of the Commission as Receiver in this matter is subject to the final approval of the Fifth Circuit Court of the State of South Dakota and which may be further appealed to the South Dakota Supreme Court.

Groton Independent * Wednesday, Dec. 12, 2001 * 11

YD01-003

RECEIVED

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

NOTICE OF FRAUD AND FRAUDLENT CONVERSION

To all into whose hands these presents may come, please take notice that:

1. The attached "Subscription Agreement" was issued by Larry Wheeting of Wheetco, Inc. when he did not have any stock to sell, which is clear evidence of fraud.

2. The attached "Subscription Agreement" was issued by Larry Wheeting of Wheetco, Inc. on September 18, 2000 after he filed bankruptcy on September 7, 2000.

3. The attached "Subscription Agreement" is clear evidence of fraudlent conversion since Larry Wheeting did not have authorization from the bankruptcy court to sell stock.

4. The attached "Subscription Agreement" is clear evidence of fraud because the bankruptcy records of Wheetco, Inc. show that Wheetco, Inc. had a negative net worth exceeding $395,000.00 dollars.

5. The attached "Subscription Agreement" is not a binding contract because the bankruptcy records show that neither Larry Wheeting or Wheetco, Inc. had any lawful consideration (stock) to give.

The undersigned Sam Schauer does hereby declare and depose that the above statements are true and correct.

Dated: this 23 day of Jan, 2002.

GOVERN YOUR ACTIONS ACCORDINGLY

Sam Schauer

Sam Schauer

The above named Sam Schauer being personally made known to me did appear before me and then and there did affix his signature to this document, Dated this 23 day of Jan., 2002.

In witness whereof I hereunto set my hand and official seal.

Carol Lindespire

Notary Public for the State of South Dakota

My commission expires

5-1-2004

SUBSCRIPTION AGREEMENT

WHEREAS, Wheetco, Inc. desires to offer certain producers, suppliers and other individuals who have accounts owed to them by Wheetco, Inc., the right to subscribe to shares of common stock at the rate of $50.00 per share and to convert the accounts into shares of common stock.

I, Sam Schauer, individually or as authorized representative of Sam Schauer/Schauer, Bros. subscriber hereby subscribe for 905 shares of common stock of Wheetco, Inc. at the conversion price of $50.00 per share payable as follows:

1. The current account owed by Wheetco, Inc. to subscriber in the amount of $ 47,749.93 shall be treated as follows: $ 45,250 shall be converted into common voting stock, with the balance of $ 2499.93 remaining fully payable.

2. This subscription contract is made with the understanding that the voting power of all stockholder meetings is lodged in the holders of common stock.

3. It is expressly agreed that no stock is to be issued to the subscriber until the amount of the subscription and the note given therefore, if any, is paid in full in cash or by conversion and any payment becoming due on the stock hereby subscribed for and any note given therefore if not paid within 30 days after notice that it is due shall at the option of the corporation cause the subscription and any note or notes given heretofore to become null and void, and all payments made on this subscription by subscriber shall become the property of the corporation absolutely as liquidated damages for the failure of the subscriber to carry out this contract.

4. Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder.

5. This subscription contract contains the entire contract between the subscriber and Wheetco, Inc. and no agent or representative of the corporation or any other person has any power to change or alter the terms of the subscription.

6. Subscriber acknowledges that this subscription agreement and the subscriber's interest in the corporation will be subject to the following restriction:

THE SHARES OF STOCK IN WHEETCO, INC. HAVE NOT, NOR WILL BE, REGISTERED OR QUALIFIED UNDER FEDERAL OR STATE SECURITIES LAWS. THE SHARES OF STOCK OF WHEETCO, INC. MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS SO REGISTERED OR QUALIFIED, OR UNLESS AN EXEMPTION FROM REGISTRATION OR QUALIFICATION EXISTS.

IN WITNESS WHEREOF, the parties have hereunto set their hards and seals the day and year hereinbefore written.

WHEETCO, INC., a corporation,

(CORPORATE SEAL)

By Larry Wheeting
Its President

Sam Schauer

Subscriber

STATE OF SOUTH DAKOTA)
) ss
COUNTY OF BROWN)

On this the 18 day of September, 2000, before me, the undersigned officer, personally appeared Larry Wheeting, who acknowledged Wheeting to be the President of Wheetco, Inc., a corporation, and that Wheeting as such President being authorized so to do, executed the foregoing instrument for the purposes contained, by signing the name of the corporation by Larry Wheeting as President.

IN WITNESS WHEREOF I hereunto set my hand and official seal

Nancy L. Zantow
Notary Public - South Dakota

My Commission Expires:

My commission expires 12-7-2000

STATE OF SOUTH DAKOTA)
ss
COUNTY OF BROWN)

On this 18 day of September, 2000, before me, the undersigned officer, personally appeared Sam Schauer, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that Sam Schauer executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal

(SEAL)

Nana J. Zastrow
Notary Public - South Dakota

My Commission Expires:

My commission expires 12-7-2000

ORIGINAL

STATE OF SOUTH DAKOTA) IN CIRCUIT COURT
)ss
COUNTY OF BROWN) FIFTH JUDICIAL CIRCUIT

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IN THE MATTER OF THE
GRAIN DEALER'S BONDS
OF WHEETCO, INC. CIV. 01-807

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PUBLIC UTILITIES COMMISSION HEARING

At Aberdeen, South Dakota

January 16, 2002

APPEARANCES:

Jim Burg, Commissioner
Pam Nelson, Commissioner
Bob Sahr, Commissioner
Rolayne Ailts Wiest, General Counsel
Greg Rislov, Advisor
Bob Knadle, Division Director
Kelly Frazier, Staff Attorney
Mark Arndt, Counsel for Star
Insurance Company

MR. BURG: I'll begin the hearing for Docket GD01-003 in the matter of the grain dealer's bonds of Wheetco, Inc. The time is approximately 1:00 p.m. The date is January 16, 2002, and the location of the hearing is the Department of Labor Meeting Room, 420 South Roosevelt, Aberdeen, South Dakota.

I'm Jim Burg, Commission Chairman. Commissioners Pam Nelson and Bob Sahr are also present. I will preside over this hearing. The hearing was noticed pursuant to the Commission's Order for and Notice of Hearing issued November 30, 2001.

The issue at this hearing will be to determine claims against the cash proceeds of the following grain dealer's bonds: (1) the bond commencing July 1, 1998 and ending June 30, 1999; (2) the bond commencing July 1, 1999 and ending June 30, 2000; (3) the bond commencing July 1, 2000 and ending June 30, 2001, with Star Insurance Company being the surety.

All parties have the right to be present and to be represented by an attorney. All persons so testifying will be sworn in and subject to cross-examination by the parties. The

Commission will make a proposed decision to the Circuit Court. The Circuit Court s decision may be appealed to the State Supreme Court.

Rolayne A. Wiest will act as Commission Counsel. She may provide recommended rulings on procedural and evidentiary matters. The Commission may overrule its Counsel's preliminary rulings throughout the hearing. If not overruled, the preliminary rulings will become final rulings. At this time, I will turn it over to Rolayne to conduct the hearing.

MS. WIEST: First I'll take any appearances.

MR. FRAZIER: Kelly Frazier, Staff Attorney.

MR. ARNDT: Mark Arndt, May & Johnson Law Firm in Sioux Falls, on behalf of the insurer, Star Insurance Company.

MS. WIEST: Would anyone else like to be in the appearances? Before we begin, let me just explain the procedure to you. Generally, what happens is a staff person, Mr. Knadle, will put in the claims that have been submitted to the Commission and then I believe he has a recommendation that he has made up to the

Commission. You can listen to all of that testimony.

After that time period, it will be possible for any other such claimants to put any testimony on the record also. You don't have to make that decision right now. You can wait until you've heard Mr. Knadle's testimony. Does anybody have any procedural questions at this time before we begin? If not, I believe you may call your first witness, Mr. Frazier.

MR. FRAZIER: Yes, I would call Bob Knadle.

BOB KNADLE

after first being sworn to tell the truth, the whole truth, and nothing but the truth, upon his oath testified as follows:

QUESTIONS BY MR. FRAZIER:

Q Good afternoon, Bob. Would you please state your name and spell it for the record?

A Good afternoon. Bob Knadle, K-N-A-D-L-E.

Q What's your educational background, Bob?

A I received a Bachelor or Science Degree from South Dakota State University in Commercial Economics in December of 1979.

Q Where are you currently employed?

A The South Dakota Public Utilities Commission.
Q How long have you been employed there?
A Since March of 1980.
Q What's your position with the PUC?
A I am currently a director in the Transportation Warehouse Division of the Commission.
Q Is it part of your job with the PUC to monitor licensed grain dealers?
A Yes, it is.
Q In the process of doing so, did you become familiar with a company called Wheetco, Incorporated?
A Yes, I did.
Q Did Wheetco apply to become a licensed grain dealer with the PUC?
A Yes, they did.
Q Did they do so?
A Yes, they did.
Q I'm handing you what has been premarked as Staff Exhibit No. 4. Would you please describe that document, Bob?
A Yes. This is a South Dakota Grain Dealer's License, Non-Storage, for Wheetco, Incorporated; License No. 1517. It was issued on July 10, 2000

and expired at midnight on June 30, 2001.
Q Does this appear to be the same license that was issued to Wheetco?
A Yes, it does.
Q Same contents?
A Yes.
MR. FRAZIER: I would move to enter Staff Exhibit No. 4.
MS. WIEST: Any objection? If not, Staff Exhibit No. 4 is admitted.
QUESTIONS BY MR. FRAZIER:
Q In order to obtain this license, was Wheetco required to post a bond?
A Yes, they were.
Q I'm handing you now what has been premarked Staff Exhibit Nos. 5A, 5B, and 5C. Would you please describe these documents?
A Yes. Staff Exhibit No. 5A is a Grain Dealer's Bond for Wheetco, Incorporated. It was issued by Star Insurance Company in the amount of $75,000 for the grain dealer's bond. It is for the year commencing July 1, 1998 and ending June 30, 1999.
Staff Exhibit No. 5B is the Bond for Use by Public Grain Warehousemen and Grain Dealers issued to Wheetco Incorporated by Star Insurance

Company. It is in the amount of $75,000 for the Grain Dealer's License for the period commencing July 1, 1999 and ending June 30, 2000.

Staff Exhibit No. 5C is the Bond for Use by Public Grain Warehousemen and Grain Dealers issued to Wheetco, Incorporated by Star Insurance Company. It is in the amount of $75,000 for the Grain Dealer's License for the period commencing July 1, 2000 and ending June 30, 2001.

Q To the best of your recollection, do these appear to be the same bonds with the same contents that you recall when they were issued?

A Yes, they do.

MR. FRAZIER: If there's no objections, I would move to enter Staff Exhibit Nos. 5A, 5B, and 5C.

MS. WIEST: Are there any objections to those? If not, they'll be admitted.

QUESTIONS BY MR. FRAZIER:

Q To your knowledge, did there come a time when Wheetco, Inc. ultimately went out of business?

A Yes.

Q Could you describe your recollection of those events?

A Yes. On September 7, 2000, Wheetco, Inc.

filed a petition for reorganization pursuant to Chapter 11 of the U.S. Bankruptcy Code in U.S. Bankruptcy Court, District of South Dakota. On April 19, 2001, the Chapter 11 Case was converted to a Chapter 7 case in the U.S. Bankruptcy Court, District of South Dakota.

Wheetco entered into a stipulation with the Commission where Wheetco voluntarily relinquished its Grain Dealer's License to the Commission, including all rights and benefits bestowed with such license effective as of April 19, 2001.

Q After or simultaneous with the conversion of Chapter 11 to the Chapter 7, is it your understanding that the PUC entered into an agreement with the Trustee for Wheetco regarding the stay that's imposed when a company goes bankrupt? To refresh your memory, I'll show you what's been premarked as Staff Exhibit No. 6. Could you describe that document?

A Yes. Staff Exhibit No. 6 is the stipulation regarding the Grain Dealer's License of Wheetco, Incorporated. Basically, what this does is Wheetco voluntarily relinquished its Grain Dealer's License to the Commission including all rights and benefits

bestowed by such license.

This was effective as of April 19, 2001. This is the stipulation I just referred to in my previous statement. It was signed by Larry Wheeting on April 24, 2001.

Q So this is the stipulation between the PUC and Wheetco, correct?

A That's correct.

Q Not the Trustee?

A That's correct.

Q Does this stipulation where he's relinquished his license appear to be the same stipulation, the same contents as when you last saw it?

A Yes, it does.

MR. FRAZIER: If there's no objection, I would move to enter Staff Exhibit No. 6, which is the Stipulated Agreement between the PUC and Wheetco, Inc., Larry Wheeting.

MS. WIEST: Are there any objections? If not, Staff Exhibit No. 6 will be admitted.

QUESTIONS BY MR. FRAZIER:

Q At this point, did the PUC enter into an agreement with the Trustees of Wheetco in the Federal Bankruptcy Court?

A Yes, they did.
Q As a result of that agreement, did the PUC then file with the Federal Court to have the stay lifted so it could hold a hearing to administer claims against the bond?
A Yes, they did.
Q As a result of that motion, is it your understanding that the PUC entered into a stipulated agreement with the Trustee regarding the stay that's imposed when a company goes bankrupt?
A Can you rephrase that question please?
Q To your recollection, once Wheetco went bankrupt there in Federal Court, PUC then filed a motion to have the stay lifted so it could administer claims against the bond, right?
A Yes, we did.
Q Once that motion was filed, did the PUC enter into an agreement with the Trustee regarding the stay that had been imposed?
A Yes, they did.
Q Is it your understanding that the Trustee agreed not to resist the motion to have the stay lifted so the PUC could proceed against the bond?
A That would be correct.
Q Pursuant to that stipulated agreement then,

was an order signed lifting the stay against the PUC?

A Yes, there was.

Q I'm showing you what's been premarked as Staff Exhibit No. 7. Could you describe that document?

A This Staff Exhibit No. 7 is an order granting the South Dakota Public Utilities Commission motion for relief from automatic stay in the United States Bankruptcy Court, District of South Dakota, Northern Division. It is signed by the Honorable Irvin N. Hoyt, Bankruptcy Judge, the first day of August, 2001.

Q Does this order appear to be the same order with the same contents as you last recall it?

A Yes, it does.

MR. FRAZIER: Then I would move to enter the order lifting the stay against the PUC.

MS. WIEST: Any objections? If not, then it is admitted.

QUESTIONS BY MR. FRAZIER:

Q Once the stay was lifted, did the PUC then file with the Circuit Court to be appointed receiver of Wheetco to determine the merit of claims against the bond?

A Yes, they did.

Q I'm showing you now what's been premarked as Staff Exhibit No. 8. Could you please describe this document?

A Yes. This is a petition to appoint South Dakota Public Utilities Commission as receiver. That was filed in the Circuit Court, Fifth Judicial Circuit, dated August 24, 2001.

Q Does this appear to be the same document with the same contents as you remember the PUC filed?

A Yes, it does.

MR. FRAZIER: I would move to enter Staff Exhibit No. 8, Petition for Receivership.

MS. WIEST: Any objection? If not, it is admitted.

QUESTIONS BY MR. FRAZIER:

Q As a result of this motion, was a hearing held?

A Yes, it was.

Q As a result of that hearing, did the Circuit Court then sign an order granting the petition to be appointed receiver?

A Yes, it did.

Q I'm showing you now what's been premarked as Staff Exhibit No. 9. Will you please describe that document?

A Yes. This is an order appointing South Dakota Public Utilities Commission as receiver in the Circuit Court, Fifth Judicial Circuit. It has been signed by Judge Larry H. Lovrien, Circuit Court Judge, on September 20, 2001.

Q Does it appear to be the same document with the same contents as you last recall?

A Yes, it does.

MR. FRAZIER: I would move to enter Staff Exhibit No. 9, Order Appointing Receivership.

MS. WIEST: Any objections? If not, it is admitted.

QUESTIONS BY MR. FRAZIER:

Q As a result of this order, was today's hearing scheduled?

A That's correct.

Q What type of notice did you give to known potential claimants?

A The potential claimants were mailed a copy of the Order For Notice Of Hearing for today's hearing. There were approximately 55 potential claimants that were mailed this notice.

Q Did you do any other type of notice?

A Yes. A notice was published in the Sioux Falls Argus Leader, the Aberdeen American News, the

Groton Dakota Press, and the Groton Independent.
Q So you sent the letter to everybody that you thought might have a claim and then, just to be safe, you published it in the newspapers to make sure that anybody else out there might receive notice of today's hearing; is that correct?
A That's correct. We sent notice of the hearing that is being held today.
Q In preparation for today's hearing, did you review the proof of claims which were supplied by the various patrons per letter from the Commission dated August 7, 2001?
A Yes, I did.
Q I'll direct your attention to Staff Exhibit No. 1. Could you please describe what Staff Exhibit No. 1 is please?
A Yes, I can. Essentially, what Staff Exhibit No. 1 is is the proof of claims that were filed with the Commission pursuant to the Commission's request dated August 7, 2001. It would include the August 7, 2001 letter that was previously mentioned. It would also include proof of claims filed by the different potential claimants in this matter.
Q Does this exhibit appear to be the same

exhibit with the same contents as when you prepared it?

A Yes, it does.

Q Within this exhibit, you have what's marked Staff Exhibit No. 1A; is that correct?

A That's correct.

Q Does this letter appear to be the same letter with the same contents as when you sent it out to the patrons?

A Yes. This is the August 7, 2001 letter that I sent to the potential claimants in this matter requesting that they file proof of claims with the Commission in this matter.

Q And then following Exhibit No. 1A is Exhibit Nos. 1B through 1BA; is that correct?

A That would be correct.

Q Do these appear to be the claims that were submitted by the patrons as a result of the letter, Exhibit No. 1A?

A That would be correct.

Q And all of these appear to be the same claims and the same letters you recall when you put this exhibit together?

A Yes, they are.

MR. FRAZIER: I would move to enter

Exhibit No. 1, including Nos. 1A through No. 1BA.

MS. WIEST: Does anyone have any objections to the admission of all these exhibits? If not, they will be admitted.

QUESTIONS BY MR. FRAZIER:

Q Have you reviewed the claims that were filed by the patrons in this case, Bob?

A Yes, I have.

Q Did you review the claims and compare them to the company records in order to make the recommendations that this hearing was noticed for today?

A Yes, I did.

Q Did you prepare a summary of those recommendations?

A Yes, I did.

Q Staff Exhibit No. 2 is a summary of all the claims and recommendations. Are you familiar with this document here?

A Yes, I am.

Q Could you please describe it?

A What this Staff Exhibit No. 2 essentially does is it presents the filed claims and staff recommendations on those claims for the different bonding periods in this matter.

Q Does this appear to be the same exhibit and same contents as when you prepared it?

A Yes, it does.

MR. FRAZIER: I would move to enter Staff Exhibit No. 2.

MR. SAM SCHAUER: I object.

MS. WIEST: What is your objection?

MR. SAM SCHAUER: I'm Sam Schauer from Leola. I object. I represent Jake Schauer, that's my brother. We're partners. And Sam, that's me. We got on this stock and we weren't issued any stock.

MR. FRAZIER: I would submit that this exhibit is not being entered for the purpose of proving whether he did or did not have stock. I think that would go to the particular claim itself. We're merely entering this as evidence of the summary of the recommendations and not a claim of whether the stock is or is not valid. I believe that's an issue that could be raised before the Commission at the time that the claim itself is being presented.

MR. ARNOLD SCHURR: I raise the same objection. I'm Arnold Schurr. I would object for the same reasons as Mr. Schauer did. I represent

myself and my son, Steve. We were never issued any stock. Some people came to see us, Cody. He was an ex-secretary of agriculture and they came and put the hard sell on us and talked us into converting over to this stock business, but it never was done to my knowledge. Yet, in your document, it says that ours was converted to stock.

I don't think that's fair. It's not right. We delivered sunflowers. We never were paid.

MS. WIEST: At this point, I believe, since this is a recommendation, the Commission will allow it into evidence. Of course, Mr. Schauer and Mr. Schurr will have an opportunity to put your testimony on the record, what actually happened in that case. Staff Exhibit No. 2 will be admitted.

QUESTIONS BY MR. FRAZIER:

Q As in this particular circumstance, were there instances where your recommendations didn't match the claim form that was filed by the patrons in this case?

A Yes, there were.

Q Did you prepare anything to document your reasons why your recommendations varied from the

patrons' claims?
A Yes, I did.
Q This document is what's been premarked as Staff Exhibit No. 3. Does this document look familiar to you?
A Yes, it does.
Q Could you please describe it?
A Staff Exhibit No. 3 is documentation for staff changes to file proof of claims by the potential claimant or would be additional clarification to proof of claims that were filed by the potential claimants in this matter.
Q Does this exhibit appear to have the same contents, be the exact same exhibit that you prepared?
A Yes, it does.

MR. FRAZIER: I would move to enter Staff Exhibit No. 3.

MS. WIEST: Are there any objections to Staff Exhibit No. 3? If not, it will be admitted.

QUESTIONS BY MR. FRAZIER:

Q Given that you prepared these exhibits for the purpose of making recommendations, are you prepared to proceed to make the formal recommendations?

A Yes, I am.
Q I would direct your and everybody's attention to Staff Exhibit No. 2 where you have prepared a detailed summary of your specific recommendations. Skipping No. 2A first, I'd like to move on to No. 2B. Could you please describe what Staff Exhibit No. 2B is, Bob?
A Yes. Staff Exhibit No. 2B is the filed claims of staff recommendations for the bonding period of July 1, 1995 through June 30, 1996.
Q So Staff Exhibit No. 2B is just for one specific bonding period, July 1, 1995 to June 30, 1996?
A That would be correct.
Q As we go through Staff Exhibit Nos. 2B, 2C, and 2D, you'll be basically walking us through the specific bonding periods; is that correct?
A That's correct.
Q The only name on Exhibit No. 2B is Bert Raap. Could you please give your recommendation regarding the claim of Bert Raap?
A Yes, I can. Bert Raap is claiming an amount of $33,848.33 for seed wheat on Deferred Payment Contract Nos. 2437 and 4497; in an amount of $11,179.43 for sunflowers on Deferred Contract

Nos. 2439 and 4497. The company records would support these amounts.

The company records will also show that these amounts were converted to subscription agreement for common stock. Deferred payment contracts are not protected from South Dakota statutory bond coverages per SDCL 49-45-9.

It is also staff's opinion that once the grain payables were converted to common stock, they are no longer a grain payable. Per SDCL 49-45-1.1, subsection 2, the definition of grain will not include grain that has been cleaned, processed, and specifically identified for intended use of planting for reproduction and for which a grain warehouse receipt has not been issued.

It is staff's opinion that the seed wheat would fall in this category and would not be covered by the Grain Dealer Bond. Staff would recommend that Mr. Raap does not have a valid claim.

Q And your documentation from the company records would then be found in Exhibit No. 3A; is that correct?

A That would be correct.

Q Is that it for this bonding period?

A Yes, it is.
Q I'd like to direct your attention to Staff Exhibit No. 2C. Could you describe this exhibit?
A Yes. Staff Exhibit No. 2C are filed claims and staff recommendations for the bonding period of July 1, 1996 through June 30, 1997.
Q The first name is Bert Raap. Could you describe your recommendation there?
A Yes. Bert Raap is claiming an amount of $17,741.97 for sunflowers on Deferred Payment Contract Nos. 4497 and 4496 in an amount of $10,888.93 for sunflowers on assembly sheet Nos. 1839 and 1954. The company records would support these amounts but the company records show that Mr. Raap entered into Deferred Payment Contract No. 4479 for the sunflowers in the amount of $10,888.93 per assembly sheet Nos. 1838 and 1854.

The company records also show that the amount $17,741.97 was converted to a subscription agreement for common stock. Deferred payment contracts are not protected by South Dakota statutory bond coverages per SDCL 49-45-9 entitled to the grain passage to buyer upon delivery.

It is also staff's opinion that once

the grain payables were converted to common stock, they are no longer a grain payable. Staff would recommend that Mr. Raap does not have a valid claim.

Q Would documentation for that be found in Staff Exhibit No. 3A?

A That would be correct.

Q Jerry Raap?

A Jerry Raap is claiming an amount of $22,235.55 for sunflowers on Deferred Payment Contract Nos. 2449 and 4463. The company records would support this amount. The company records also show that this amount was transferred to a promissory note on September 20, 2000. Per a phone conversation with Larry Wheeting on August 30, 2001, Mr. Wheeting indicated that the promissory notes were entered into with the understanding that if the financing package did not go through, the debt would revert back to a grain payable. In addition, the company via a letter dated October 30, 2000 to all current note holders stated that an exact commencement date on the note payments is not listed and until confirmation and completion of a loan application is done, no certain date can be listed.

This wording substantiates Mr. Wheeting's statement that the promissory notes would not be effective unless the financing package was approved. Deferred payment contracts are not protected by South Dakota statutory bond coverages per SDCL 49-45-9 entitled to the grain passage to buyer upon delivery. Staff would recommend that Mr. Raap does not have a valid claim.

Q Would documentation for that be found in Staff Exhibit No. 3B?

A That would be correct.

Q Is that it for this bond period?

A Yes.

Q On to Staff Exhibit No. 2D, could you please describe this exhibit, Bob?

A Staff Exhibit No. 2D is filed claims and staff recommendations for the bonding period of July 1, 1997 through June 30, 1998.

Q And the claim of Fred Wolken, Jr.?

A Fred Wolken, Jr. Is claiming an amount of $751.20 for cracked corn. The company records would support this amount.

It is the staff's opinion that the cleaned and cracked corn has been processed and will not fall under the jurisdiction of the

Commission because the grain is not in its original state. Staff would recommend that Mr. Wolken does not have a valid claim.

Q Documentation for that would be found in Staff Exhibit No. 3AI; is that correct?

A Yes.

Q Is that it for that bonding period?

A Yes.

Q Could you describe Staff Exhibit No. 2E?

A Yes. Staff Exhibit No. 2E are filed claims and staff recommendations for the bonding period of July 1, 1998 through June 30, 1999.

Q And the claim of Miles Bretsch?

A Miles Bretsch is claiming an amount of approximately $24,000 for sunflowers. The company records show an amount of $23,778.24. Staff recommends that $23,778.24 is a valid claim.

Q In comments you note that the difference is due to the estimate made by the producer; is that correct?

A That's correct.

Q But the company records with the $23,778.24 would be found in Staff Exhibit No. 3Z; is that correct?

A Yes.

Q Kjerstad Farm Partnership for Stephanie Kjerstad.

MR. ARNDT: Kelly, I don't mean to interrupt. I don't know if it would be your position or the Commission's position that if we have questions for Bob regarding individual claims, which I would have just a few on Staff Exhibit No. 2E, should we make them now before moving on to the next claim or would you rather I wait until you're finished?

MS. WIEST: I think it would be easier if you would wait until he's finished.

QUESTIONS BY MR. FRAZIER:

Q All right. Kjerstad Farm Partnership then please?

A Kjerstad Farm Partnership, Stephanie Kjerstad, is claiming an amount of $15,591.63 for safflower and $2,423.37 for interest. The company records would support the $15,591.63 for the safflower.

Staff recommends that $15,591.63 is a valid claim. Interest charges are not covered by the bond, which is for the specific purposes of grain purchases.

Q Lazy BS, LLP for Stan Anderson.

A Lazy BS, LLP, Stan Anderson, is claiming an

amount of $5,500 for sunflowers and an amount of $964 for interest. The company records would support the amount of $5,500 for the sunflowers.

Staff would recommend that $5,500 is a valid claim. The interest charges are not covered by the bond which is for the specific purpose of grain purchases.

Q And company documentation would be found in Staff Exhibit No. 3AB; is that correct?

A Correct.

Q Gary Tiegs.

A Gary Tiegs is claiming an amount of $8,937.13 for millet. The company records would support this amount. Staff recommends that $8,937.13 is a valid claim.

Q The company documentation would be Staff Exhibit No. 3AF, above and beyond that provided by Mr. Tiegs; is that correct?

A That's correct.

Q D&M Grain.

A D&M Grain is claiming an amount of $1,500 for durum and an amount of $191.25 for service charge. The company records show an amount of $2,010.33 for the durum. The company records also show that D&M Grain has an accounts receivable balance of $123.

Staff recommends that the $1,887.33, which is the net of the grain payable in the accounts receivable is a valid claim. The service charges are not covered by the bond, which is for the specific purpose of grain purchases.

Q So there was an offset of an accounts receivable, money due to Wheetco in this case; is that correct?

A That's correct.

Q Could you please describe how you came to offset these debts and balances?

A Yes, I can. What I did was I got in contact with William Pfeiffer, who is a Trustee in the Chapter 11 bankruptcy. Essentially, what I did was ask him if he would be willing to offset the accounts receivable against the accounts payable in this matter and he was willing to do so. Essentially, part of Exhibit No. 3AH would include a letter that basically said that he would agree with this method.

Q So the Trustee agreed to let you take money that was owed to Wheetco and money that was owed from Wheetco and balance them out?

A That would be correct.

Q Is that the last claim for this bonding

period?
A Yes, it is.
Q I'd like to direct your attention to Staff Exhibit No. 2F. Could you please describe that exhibit?
A Yes. Staff Exhibit No. 2F are filed claims and staff recommendations for the bonding period of July 1, 1999 through June 30, 2000.
Q And the claim of Bert Raap?
A Bert Raap is claiming an amount of $8,957.16 for sunflowers. The company records would support this amount. The company records also show that $8,930.27 of the $8,957.16 was converted to a subscription agreement for common stock, the balance of $26.89 remaining fully payable.

It is staff's opinion that once the grain payables were converted to common stock, they are no longer a grain payable. Staff would recommend that $26.89 is a valid claim.
Q Documentation for this would be found in Staff Exhibit No. 3A?
A Yes.
Q North Central Farmers Elevator.
A North Central Farmers Elevator is claiming an amount of $12,768.08 for millet and sunflowers.

The company records show an amount of $12,096.10. The difference is due to dockage and a prepaid balance for rye purchased. Staff would recommend that $12,096.10 is a valid claim.

Q Further documentation would be found in Staff Exhibit No. 3F; is that correct?

A Yes.

Q Kent Holler.

A Kent Holler is claiming an amount of $3,200.55 for sunflowers. The company records show an amount of $3,175.02. The difference is due to the sunflower checkoff not being deducted before the check was written. Staff would recommend that $3,175.02 is a valid claim.

Q Documentation would be found in Staff Exhibit No. 3G?

A Yes.

Q Sam Schauer.

A Sam Schauer is claiming an amount of $47,749.93 for sunflowers. The company records would support this amount. The company records also show that Mr. Schauer signed a subscription agreement for common stock which converted $45,250 out of the $47,749.93 grain payable for 905 shares of common stock, leaving a grain payable balance of

$2,499.93.

The company records also show that there was a $10.99 payer on assembly sheet No. 3250. The grain payable balance becomes $2,488.94 after incorporating the error. Wheetco stock register at May 31, 2000, which was introduced as Exhibit 14 at the hearing held in July of 2000 on Docket No. GD001 in the matter of the application of Wheetco, Inc. for a grain dealer license and set in the amount of applicant's bond, would support that the Schauer's -- Sam, 905 shares; and Jake, 595 shares -- have an ownership interest of 1,500 shares of stock in Wheetco.

It is staff's opinion that once the grain payables were converted to common stock, they are no longer a grain payable.

MR. SAM SCHAUER: I object to that.

MS. WIEST: What is your objection?

MR. SAM SCHAUER: There's no stock.

MS. WIEST: At this point, I will overrule your objection. You will have an opportunity to testify on the record.

QUESTIONS BY MR. FRAZIER:

Q Go ahead.

A Staff would recommend that $2,488.94 is a

valid claim.

Q And your documentation for this would be found in Staff Exhibit No. 3H; is that correct?

A Yes.

Q Jake Schauer please.

A Jake Schauer is claiming an amount of $29,751.42 for sunflowers. The company records would support this amount. The company records also show that Mr. Schauer signed a subscription agreement for common stock which converted $29,750 out of $29,751.42 grain payable for 595 shares of common stock, leaving a grain payable balance of $1.42.

Wheetco stock register on May 31, 2000 in Docket No. GD001 in the matter of the application of Wheetco, Inc. for a grain dealer license in setting the amount of applicant's bond would support that the Schauer's -- Sam, 905 shares; and Jake, 595 shares -- have an ownership interest of 1,500 shares of stock in Wheetco.

It is staff's opinion that once the grain payables were converted to common stock, they are no longer a grain payable. Staff would recommend that $1.42 is a valid claim.

Q And documentation for this would be found in

Staff Exhibit No. 3I; is that correct?

A Yes.

Q Jim Schauer.

A Jim Schauer is claiming an amount of $9,331.60 for sunflowers. The company records would support this amount. The staff recommends that $9,331.60 is a valid claim.

Q It appears that Mr. Schauer received NSF checks; is that correct?

A Yes.

Q Mike Knoll.

A Mike Knoll is claiming an amount of $11,613.66 for sunflowers. The company records would support this amount. The company records also show that Mr. Knoll has an accounts receivable balance of $2,000.50.

Staff recommends that $9,613.16, which is the net of the grain payable and accounts receivable, is a valid claim.

Q The documentation for that would be found in Staff Exhibit No. 3L; is that correct?

A Yes.

Q Don Hearnen.

A Don Hearnen is claiming amounts of $27,793.36 for sunflowers. The company records would support

this amount. The company records also show that October 16, 2000, Mr. Hearnen converted $22,857.37 out of the $27,793.36 grain payable to promissory note, leaving a grain payable balance of $4,935.97.

Per phone conversation with Larry Wheeting on August 30, 2001, Mr. Wheeting indicated that the promissory notes were entered into with the understanding that if the financing package did not go through, then the debt would revert back to a grain payable. In addition, the company via a letter dated October 30, 2000 to all current note holders stated that an exact commencement date on the note payments is not listed and until confirmation and completion of the loan application is done, no certain date can be listed.

This wording substantiates Mr. Wheeting's statement that the promissory notes would not be effective unless the financing package was approved. Staff recommends that $27,793.36 is a valid claim.

Q And it appears that he also received NSF checks?

A Yes.

Q The documentation for this would be found in Staff Exhibit No. 3M; is that right?

A Staff Exhibit No. 3M.

MR. FRAZIER: As a side note, the Shauer's have stated their objections. I think it's only fair that they have a copy of Staff Exhibit Nos. 3H and 3I so they can see the documentation that Bob has for those recommendations so they're prepared for their objection.

Q Merritt Patterson & Sons/Dale Patterson.

A Merritt Patterson & Sons/Dale Patterson are claiming an amount of $14,845.05 for safflower. The company records would support this amount. Mr. Patterson also submitted evidence of the transfer of $14,845.05 grain payable to a promissory note on October 4, 2000. Per phone conversation with Larry Wheeting on August 30, 2001, Mr. Wheeting indicated that the promissory notes were entered into with the understanding that if the financing package did not go through, then the debt would revert back to a grain payable.

In addition, the company via a letter dated October 30, 2000 to all current note holders stated that exact commencement date on the note payments is not listed and until confirmation and completion of the loan application is done, no

certain date can be listed. This wording substantiates Mr. Wheeting's statement that the promissory notes would not be effective unless the financing package was approved. Staff recommends that $14,845.05 is a valid claim.

Q Documentation for this would be found in Staff Exhibit No. 30; is that correct?

A Yes.

Q KSP Farms, Inc., Kevin Swanson.

A KSP Farms, Inc., Kevin Swanson, is claiming an amount of $3,573.77 for sunflowers. The company records would support this amount. Staff recommends that $3,573.77 is a valid claim.

Q It appears in this case that KSP Farms received an NSF check from Northern Prairie Seeds; is that correct?

A Yes.

Q So it appears that they were using Northern Prairie Seeds' checks to pay off Whectco debts; is that what it appears to be?

A Yes.

Q Clark Roeber.

A Clark Roeber is claiming an amount of $15,246.45 for sunflowers. The company records would support this amount. Staff recommends that

$15,246.45 is a valid claim.

Q It appears that Mr. Roeber also received NSF checks; is that correct?

A Yes.

MR. CLARK ROEBER: May I ask a question here please?

MS. WIEST: You will have an opportunity to ask questions when he's done. Can you wait until then?

MR. CLARK ROEBER: Yes.

MR. FRAZIER: Would you like a copy of the documentation for this claim, Mr. Roeber?

MR. CLARK ROEBER: No, that's all right. I just wondered why there was no documentation for this in that column and the entire amount -- I'll wait until he's done.

QUESTIONS BY MR. FRAZIER:

Q Joel Durheim from First National Bank of Frederick.

A Joel Durheim is claiming an amount of $6,305.10 for sunflowers. The company records would support this amount. Staff recommends that $6,305.10 is a valid claim.

Q It appears that Mr. Durheim received NSF checks?

A Yes.
Q And there's nothing in the documentation column in that claim because your recommendation matches the claim that was filed, right?
A That's correct.
Q And there was no supplemental information available in the company records to document?
A That's correct.
Q Joe Cameron.
A Joe Cameron did not claim an amount for this bonding period. The company records show an amount of $5,038.57 for millet. The company records also show Mr. Cameron has an accounts receivable balance of $1,850.08. Staff recommends that $3,188.49, which is the net of the grain payable and the accounts receivable, is a valid claim.
Q Company documentation would be found in Staff Exhibit No. 3R; is that correct?
A Yes.
Q On page 2 of this exhibit, Owen Elsen.
A Owen Elsen is claiming an amount of $9,209.79 for sunflowers. The company records would support this amount. The company records also show that Mr. Elsen has an accounts receivable balance of $1,138.50. The staff recommends that $8,071.29,

which is the net of the grain payable and the accounts receivable, is a valid claim.

Q Company documentation would be found in Staff Exhibit No. 3T?

A Correct.

Q Bottum Brothers.

A Bottum Brothers is claiming an amount of $14,656.91 for sunflowers. The company records would support this amount. Staff recommends that $14,656.91 is a valid claim.

Q In Staff Exhibit No. 3U we would find documentation above and beyond that provided by the producer in this case from the company records?

A Yes.

Q KH, Inc.

A KH, Inc. is claiming an amount of $4,002.11 for sunflowers. The company records show an amount of $3,950. The difference is due to the sunflower checkoff and adjustment for stock transfer fee of $7.99. Staff recommends that $3,950 is a valid claim.

Q And Staff Exhibit No. 3B is the company documentation, correct?

A Yes.

Q Witten Feed and Grain.

A Witten Feed and Grain is claiming an amount of $4,804.80 for milo. The company records show $4,290.49 for the milo and $511.74 for freight.

Staff recommends that $4,290.49 is a valid claim. Freight is not covered by the bond, which is for the specific purpose of grain purchases.

Q And documentation would be found in Staff Exhibit No. 3W, correct?

A Yes.

Q Clarence Wagner.

A Clarence Wagner is claiming an amount of $21,095.43 for sunflowers. The company records would support this amount. Staff recommends that $21,095.43 is a valid claim.

Q Mark Saunders.

A Mark Saunders is claiming an amount of $2,262.54 for sunflowers. The company records would support this amount. Staff recommends that $2,262.54 is a valid claim.

Q Clem Handcock please.

A Clem Handcock is claiming an amount of $3,005.32 for millet plus interest charges. The company records show an amount of $3,005.64 for the millet.

Staff recommends that $3,005.64 is a valid claim. Interest charges are not covered by the bond, which is for the specific purpose of grain purchases.

Q Documentation is found in Staff Exhibit No. 3AC?

A Yes.

Q The Schurr's please.

A The Schurr's are claiming an amount of $95,601.11 for sunflowers. The company records show $96,050. The differences are due to the following: (1) The Schurr's not deducting the sunflower checkoff in the amount of $233.27; (2) The amounts of $27,133.93 and $15,152.32 claimed by the Schurr's were transferred to assembly sheet No. 3085. The total amount due was increased by $674.15; (3) There was added back $7.99 on adjustment for stock transfer.

The company records also show that Mr. Schurr signed a subscription agreement for common stock which transferred the $96,050 grain payable for 1,921 shares of common stock.

MR. ARNOLD SCHURR: Excuse me, you're talking about a man who can't even hear you. Speak up. I just want to be sure I can testify

later.

MR. KNADLE: Would you like me to start over on your recommendation?

MR. ARNOLD SCHURR: No, go ahead. I know good enough what they are.

QUESTIONS BY MR. FRAZIER:

Q Are you finished with that claim yet, Bob?

A No. The company records also show that Mr. Schurr signed a subscription agreement for common stock, which transferred the $96,050 grain payable for 1,921 shares of common stock. Wheetco stock register on May 31, 2000, which was introduced as Exhibit No. 14 at the hearing held in July, 2000, Docket No. GD001 in the matter of the application of Wheetco, Inc. for a grain dealer license and set in the amount of applicant's bond, would support that the Schurr's have an ownership interest of 2,000 shares of stock in Wheetco.

It is staff's opinion that once the grain payables were converted to common stock, they are no longer a grain payable. Staff would recommend that the Schurr's do not have a valid claim.

Q Documentation would be found in Staff Exhibit No. 3AD, correct?

A Yes.

Q Rix Farms, Inc.

A Rix Farms is claiming an amount of $62,672.12 for sunflowers. Some certified Oxen wheat, certified Ignot wheat, certified Russ wheat and wheat. The company records would support this amount.

Per SDCL 49-45-1.1, subsection 2, the definition of grain would not include grain that has been cleaned, processed, or specifically identified for intended use of planting for reproduction and for which a grain warehouse receipt has not been issued. It is staff's opinion that the certified Ignot wheat in the amount of $13,022.67; the certified Russ wheat in the amount of $20,926.80; and the certified Oxen wheat in the amount of $14,227.35 would fall in this category and would not be covered by the grain dealer bond.

The company records also show that Rix Farms transferred $60,846.03 out of the $62,672.12 grain payable to a promissory note on October 6, 2000. Per phone conversation with Larry Wheeting on August 30, 2001, Mr. Wheeting indicated that the promissory notes were entered into with the understanding that if the financing package did

not go through, the debt would revert back to a grain payable.

In addition, the company via a letter dated October 30, 2000 to all current note holders stated that exact commencement date on the note payments is not listed and until confirmation and completion of the loan application is done, no certain date can be listed. This wording substantiates Mr. Wheeting's statement that the promissory notes would not be effective unless the financing package was approved. Staff would recommend that $14,495.30 is a valid claim.

Q Documentation for that would be found in Staff Exhibit No. 3AE?

A That's correct.

Q Erickson Farms.

A Erickson Farms is claiming an amount of $4,200.40 for wheat and approximately $450 for trucking. The company records show an amount of $3,822 for millet and an amount of $353.62 for wheat, for a total amount due of $4,175.62. Staff recommends that $4,175.62 is a valid claim. Trucking is not covered by the bond, which is for the specific purpose of grain purchases.

Q Documentation would be found in Staff Exhibit

No. 3AG; is that correct?

A Yes.

Q D&M Grain.

A D&M Grain is claiming an amount of $67,778.70 for sunflowers; an amount of $8,199.60 for oats; an amount of $30,579.82 for millet; an amount of $478 for service charge. Company records show an amount of $8,331 for oats; an amount of $61,613.70 for sunflowers; an amount of $25,483.19 for millet.

The difference of $6,165 for the sunflowers is related to payments made by the company not included in the proof of claim filed by D&M Grain. The difference of $131.40 for oats is due to the price per bushel. The difference of $5,096.63 for the millet is due to the price per pound. D&M Grain is claiming 9 cents and Wheetco is showing 7-1/2 cents per phone call to Larry Wheeting on October 4, 2001.

The company records also show that D&M Grain has an accounts receivable balance of $1,122.60. Staff recommends that $94,305.29, which is the net of the grain payables of $8,331 for oats; $61,613.70 for sunflowers; and $25,483.19 for millet, and the accounts receivable balance of $1,122.60 is a valid claim. Services charges are

not covered by the bond, which is for the specific purpose of grain purchases.

Q Documentation for that would be found in Staff Exhibit No. 3AH?

A Yes.

Q [illegible] that it for that bonding period?

A Yes, it is.

MR. FRAZIER: People will be given an opportunity to ask Bob questions on their own and we request that anybody who wishes to discuss matters would do so out in the hall where they won't interrupt the testimony and other people's ability to hear the testimony.

Q Could you describe Staff Exhibit No. 2G please?

A Yes, Staff Exhibit No. 2G is filed claims and staff recommendations for the bonding period of July 1, 2000 through June 30, 2001.

Q Would you give your recommendation for the claim of Roger Hurlbert please?

A Yes. Roger Hurlbert is claiming an amount of $4,436.37 for sunflowers. The company records show an amount of $4,231.50. The difference is due to dockage and the sunflower checkoff. Staff would recommend that $4,231.50 is a valid claim.

Q And the documentation for that would be found in Staff Exhibit No. 3C; is that correct?

A Yes.

Q Russ Hurlbert please.

A Russ Hurlbert is claiming an amount of $2,957.58 for sunflowers. The company records show an amount of $2,821. The difference is due to dockage and the sunflowers checkoff. Staff would recommend that $2,821 is a valid claim.

Q Company documentation would be found in Staff Exhibit No. 3D; is that correct?

A Yes.

Q Gary Meikeljohn.

A Gary Meikeljohn is claiming an amount of $23,639.64 for sunflowers. The company records show an amount of $23,468.64. The difference is due to the sunflowers checkoff and pounds on scale ticket No. 11370.

The company records also show that this amount was transferred to a promissory note on October 10, 2000. Per phone conversation with Mr. Wheeting on August 30, 2001, Mr. Wheeting indicated that the promissory notes were entered into with the understanding that if the financing package did not go through, then the debt would

revert back to a grain payable.

In addition, the company via a letter dated October 30, 2000 to all current note holders stated that exact commencement date on the note payments is not listed and until confirmation and completion of the loan application is done, no certain date can be listed.

This wording substantiates Mr. Wheeting's statement that the promissory notes would not be effective unless the financing package was approved. Staff recommends that $23,468.64 is a valid claim.

Q The documentation for that claim would be found in Staff Exhibit No. 3E; is that correct?

A Yes.

Q The Duenwald Brothers/Bank of Hoven.

A Duenwald Brothers is claiming an amount of $2,904.18 for sunflowers. The company records would support this amount. Staff recommends that $2,904.18 is a valid claim.

Q Warner Coop Elevator.

A Warner Coop Elevator is claiming an amount of $4,431.53 for millet. The company records would support this amount. Staff recommends that $4,431.53 is a valid claim.

Q The claim of PENCO of South Dakota.
A PENCO of South Dakota is claiming an amount of $19,742.64 for sunflowers and an amount of $4,893.56 for trucking. The company records would support the $19,742.64 for the sunflowers. Trucking is not covered by the bond, which is for the specific purpose of grain purchases. Staff recommends that $19,742.64 is a valid claim.
Q The claim of Densley Zambo.
A Densley Zambo is claiming an amount of $8,079.75 for sunflowers. The company records show an amount of $7,668.47. The difference is due to dockage and the sunflower checkoff. Staff would recommend that $7,668.47 is a valid claim.
Q Company documentation would be found in Staff Exhibit No. 3J; is that correct?
A Yes.
Q Your recommendation for the Holyoke Coop Association?
A The Holyoke Coop Association is claiming an amount of $17,315.65 for millet. The company records would support this amount. The company records also show that Holyoke Coop Association has an accounts receivable balance of $4,837.92. Staff recommends that $12,477.73, which is the net of the

grain payable and accounts receivable, is a valid claim.

Q So this is one where there was a setoff, correct?

A Yes.

Q Documentation for that would be found in Staff Exhibit No. 3K?

A Yes.

Q Your recommendation for Fred Eisenbraun/First Western Bank?

A Fred Eisenbraun is claiming an amount of $5,820 for safflower. The company records show an amount of $5,659.15. The difference is due to dockage and the safflower checkoff. Staff recommends that $5,659.15 is a valid claim.

Q With documentation found in Staff Exhibit No. 3N?

A Yes.

Q RDZ Farms, Inc.

A RDZ Farms, Inc. is claiming an amount of $6,138.31 for the millet. Company records would support this amount. Staff recommends that $6,138.31 is a valid claim.

Q This was another NSF case; is that true?

A Yes.

Q The NSF in this case came from Northern Prairie Seeds; is that right?

A Correct.

Q Merritt Patterson & Sons, Dale Patterson.

A Merritt Patterson & Sons, Dale Patterson, are claiming an amount of $5,339.17 for safflower. The company records would support this amount.

Mr. Patterson also submitted evidence of transfer of the $5,339.17 grain payable to promissory note on October 4, 2000. Per phone conversation with Larry Wheeting on August 30, 2001, Mr. Wheeting indicated that the promissory notes were entered into with the understanding that if the financing package did not go through, the debt would revert back to a grain payable.

In addition, the company via a letter dated October 30, 2000 to all current note holders stated that exact commencement date on the note payments is not listed and until confirmation and completion of the loan application is done, no certain date can be listed. This wording substantiates Mr. Wheeting's statement that the promissory notes will not be effective unless the financing package was approved. Staff recommends that $5,339.17 is a valid claim.

Q Documentation above and beyond that provided by the claimant would be found in Staff Exhibit No.4k 3O; is that correct?

A Yes.

Q Gaylon Goldin.

A Gaylon Goldin is claiming an amount of $4,782.81 for sunflowers. The company records would support this amount. Staff recommends that $4,782.81 is a valid claim.

Q Paoli Farmers Coop.

A Paoli Farmers Coop is claiming an amount of $3,190.80 for red millet. The company records would support this amount. Staff recommends that $3,190.80 is a valid claim.

Q Again, company documentation above and beyond that provided by Paoli Farmers Coop would be found in Staff Exhibit No. 3S; is that correct?

A That's correct.

Q On to page 2 of Staff Exhibit No. 2G, B&L Gorman/First State Bank of Gackle.

A B&L Gorman is claiming an amount of $14,283.20 for sunflowers. The company records would support this amount. Staff recommends that $14,283.20 is a valid claim.

Q This was a bad Northern Prairie Seeds' check;

is that correct?

A Yes.

Q Carl Peterson.

A Carl Peterson is claiming an amount of $3,076.16 for sunflowers. Company records would support this amount. Staff recommends that $3,076.16 is a valid claim.

Q Leo Naber.

A Leo Naber is claiming an amount of $6,575.56 for millet. Company records would support this amount. Staff recommends that $6,575.56 is a valid claim.

Q This was yet another one with a Northern Prairie Seeds' check; is that correct?

A Yes.

Q Roger Vandervorste.

A Roger Vandervorste is claiming an amount of $29,511.49 for sunflowers. Company records would support this amount. Company records also show that on October 12, 2000, Mr. Vandervorste signed a promissory note for this amount.

Per phone conversation with Larry Wheeting on August 30, 2001, Mr. Wheeting indicated that the promissory notes were entered into with the understanding that if the financing package did

not go through, then the debt would revert back to a grain payable. In addition, the company via a letter dated October 30, 2000 to all current note holders stated that an exact commencement date on the note payments is not listed and until confirmation and completion of the loan application is done, no certain date can be listed.

This wording substantiates Mr. Wheeting's statement that the promissory notes will not be effective unless the financing package was approved. Staff recommends that $29,511.49 is a valid claim.

Q The documentation for that would be found in Staff Exhibit No. 3P; is that correct?

A Yes.

Q Jim Faulstich of American State Bank of Pierre.

A Jim Faulstich is claiming an amount of $15,599.82 for sunflowers. Wheetco records show an amount of $11,843.27. The difference is due to assembly sheet No. 3220 in the amount of $3,756.55 being claimed by Mr. Faulstich, and the check cleared the bank. Staff recommends that $11,843.27 is a valid claim.

Q With documentation found in Staff Exhibit

No. 3Q; is that correct?

A Yes.

Q Joe Cameron.

A Joe Cameron is claiming an amount of $7,884.80 for millet. The company records show an amount of $8,255.63. The differences are due to dockage, price per pound, and Mr. Cameron not including scale ticket Nos. 11410 and 11415. The company records also show Mr. Cameron has an accounts receivable balance of $3,962.40. Staff recommends that $4,293.23, which is the net of the grain payable of $8,255.63 and the accounts receivable of $3,962.40, is a valid claim.

Q Documentation of that would be Staff Exhibit No. 3R; is that correct?

A Yes.

Q Clayton Kjerstad.

A Clayton Kjerstad is claiming an amount of $18,736.80 for millet and $800 for trucking. Company records show an amount of $12,118.15 for the millet. The difference of $1,993.65 for scale ticket Nos. 11883, 11884, and 11723 is due to dockage of $659.72, a price difference of $1,333.96.

Company records show that scale

ticket No. 11663 claimed by Mr. Kjerstad was paid by check No. 16648 in the amount of $5,893.02. Trucking charges are not covered by the bond, which is for the specific purpose of grain purchases. Staff recommends that $12,118.15 is a valid claim.

Q Documentation for that claim would be found on Staff Exhibit No. 3AJ; is that correct?

A Yes.

Q Farmers Oil Company.

A Farmers Oil Company is claiming an amount of $5,340.37 for sunflowers. The company records show an amount of $5,072.25. The difference is due to dockage and minor weight differences. Staff recommends that $5,072.25 is a valid claim.

Q With documentation in Staff Exhibit No. 3X; is that correct?

A Yes.

Q Kerwyn Holsing.

A Kerwyn Holsing is claiming an amount of $5,230.62 for sunflowers. Company records would support this amount. Staff recommends that $5,230.62 is a valid claim.

Q This was another bad Northern Prairie Seeds' check; is that correct?

A Yes.

Q Myron Dieterle.
A Myron Dieterle is claiming an amount of $8,930.85 for sunflowers. Company records show an amount of $8,863.65. The difference is due to the sunflower checkoff and dockage on scale ticket Nos. 11374, 11402, and 11421. Staff recommends that $8,863.65 is a valid claim.
Q Documentation would be found in Staff Exhibit No. 3Y; is that accurate?
A Yes.
Q Again, we have another bad Northern Prairie Seeds' check?
A Yes.
Q Equinox Enterprises.
A Equinox Enterprises is claiming an amount of $9,971.74 for millet, less an amount of $4,085.76 for accounts receivable, for a net amount of $5,885.98. The company records would support this amount. Staff recommends that $5,885.98 is a valid claim.
Q There would be further documentation in Staff Exhibit No. 3AA; is that correct?
A Yes.
Q Finally, Clem Handcock please.
A Clem Handcock is claiming an amount of

$25,734.05 for millet, plus contract storage charges of $1,744.11, plus freight of $779.20, minus $4,411.46 for corn, for a total claim of $23,845.90 plus interest charges. The company records show an amount of $25,721.37 for the millet.

The difference is due to minor balances on assembly sheet Nos. 3234, 3243, and 3244, and a minor difference in price on assembly sheet No. 3116. Staff recommends that the freight of $779.20 and the storage of $1,744.11 be deducted from the purchased corn of $4,411.46, leaving a balance due Wheetco of $1,881.18 to be offset against the grain payable of $25,721.37. This leaves a grain payable balance of $23,833.22.

Staff recommends that $23,833.22 is a valid claim. Interest charges are not covered by the bond, which is for the specific purpose of grain purchases.

Q Documentation for this would be found in Staff Exhibit No. 3AC; is that correct?

A Yes.

Q Is that the last claim for that bonding period?

A Yes, it is.

Q I'd like to direct your attention back to the exhibit that we skipped, which is Staff Exhibit No. 2A. Could you please describe Staff Exhibit No. 2A, Bob?

A Yes. Staff Exhibit No. 2A is a summary of claims per staff for all the different bonding periods that we just went through. For example, on line 1, there's a bond license of a grain dealer effective for the period of July 1, 1995 through June 30, 1996 in the amount of $75,000.

Line 2 is staff recommended valid claims against the bond for this period, which can be found on Staff Exhibit No. 2B, which indicates zero. So there are no valid claims recommended by staff for this bonding period.

If we go on to line 4, this is a bond for license as a grain dealer effective for the period of July 1, 1996 through June 30, 1997 in the amount of $50,000.

Line 5 is staff recommended valid claims against the bond, which can be found on Staff Exhibit No. 2C, which has an amount of zero.

Line 6 would show the balance for that bond, which is $50,000, the same as the initial bond.

Line 7 would be the bond for license as a grain dealer effective for the period of July 1, 1997 through June 30, 1998 in the amount of $75,000.

Line 8 is staff recommended valid claims against the bond, which can be found on Staff Exhibit No. 2D, which is in the amount of zero, which would leave a balance of $75,000 for that bond.

Line 10 would be the bond for license as a grain dealer effective for the period of July 1, 1998 through June 30, 1999 in the amount of $75,000.

Line 11 would be staff recommended valid claims against the bond in the amount of $55,694.33, which can be found on Staff Exhibit No. 2E. This would leave a balance of $19,305.67 for this bonding period, which would indicate that staff's recommended valid claims for this bonding period would be paid 100 percent.

Line No. 13 would be the bond for license as a grain dealer effective for the period of July 1, 1999 through June 30, 2000 in the amount of $75,000.

Line No. 14 is staff recommended

valid claims against the bond in the amount of $277,993.86, which can be found on Staff Exhibit No. 2F. This would leave a balance of a negative $202,993.86 for this bonding period, which would indicate that the staff's recommended valid claims would have a payout ratio of approximately 27 cents on the dollar.

Line 16 would be the bond for license as a grain dealer effective for the period of July 1, 2000 to June 30, 2001 in the amount of $75,000.

Line 17 is staff's recommended valid claims against the bond in the amount of $233,442.71, which can be found on Staff Exhibit No. 2G. This would leave a negative balance of $158,442.71, which would indicate that staff's recommended valid claims against this bonding period would be paid approximately 32 cents on the dollar.

Q If the Commission and the Circuit Court ultimately decide that the amount of the valid claims exceeds the amount of bond for any particular bonding period, how would you recommend that that bond be distributed?

A Staff would recommend that the valid claims be

paid on a pro rata basis from all the grain dealer bond proceeds and any interest earned on the same for that particular bonding period.

Q Other than these claims then, have you received any other claims from the publication or from any other patrons of Wheetco?

A No, I have not.

Q Can you think of any other issues regarding these recommendations that I haven't addressed in my questioning?

A No, I cannot.

MR. FRAZIER: Before I turn Bob over for cross-examination, I would request that any party asking questions of Bob state their name and spell it for the record. I also request that if any people do make statements on the record regarding their own claims, that they do so under oath. Other than that, I have no further questions of Bob.

MS. WIEST: At this time, we're going to open this up for questioning. Mr. Arndt, did you have any questions?

MR. ARNDT: I do. Once again, I'm Mark Arndt on behalf of Star Insurance Company. We had a chance to meet before the hearing began. I

want to make a brief statement to the Commission before I begin just to relieve any concerns you might have about how long my questioning will take.

My client is mostly interested in the bond period beginning July 1, 1998 through June 30, 1999 listed on Staff Exhibit No. 2E. I do have some questions for Mr. Knadle regarding all five claims that are listed under that particular bond. That may take a few minutes, but I just want to relieve the Commission or anybody else here that I won't be going through the same exercise with the other two bonding periods, so we won't be here all day and night.

QUESTIONS BY MR. ARNDT:

Q Mr. Knadle, first of all, as you have testified, there appears to be five claims made under bond period listed on Staff Exhibit No. 2E; is that correct?

A Yes.

Q I'd like to start with the first one: Miles Bretsch. I think you testified in Staff Exhibit No. 2E that Mr. Bretsch made a claim for $24,000 and your recommendation to the Commission is that his claim is valid for $23,778.24; is that right?

A That was my recommendation.

Q Can you just explain to me and to the Commission what documents you would have relied on to make that recommendation, what documents were submitted by Mr. Bretsch, and how you would have interpreted them? I guess, specifically, you have to refer to Staff Exhibit No. 3. Let's go ahead and do that.

A Miles Bretsch would have filed -- if you go to Staff Exhibit No. 1E, that's the proof of claim that he filed with the Commission. My recommendation would be on Staff Exhibit No. 3Z.

Q Specifically, I'd like to direct your attention to Staff Exhibit No. 3Z and the first page -- I think there are a number of pages that are attached to Staff Exhibit No. 3Z -- but the first page of Staff Exhibit No. 3Z, if you could get to that please.

A Okay.

Q Are you there?

A Yes.

Q On the left-hand column of Staff Exhibit No. 3Z -- First of all, the page that's actually marked Staff Exhibit No. 3Z, can you describe for me how you refer to that? I think it's referred to as "assembly sheet" at the top. Is that the term

that you would use?
A Yes, it would be.
Q What is an assembly sheet?
A An assembly sheet takes the scale tickets that follow that and puts them on one page. Basically, it would congregate all those scale tickets on this assembly sheet.
Q On the left-hand column of that assembly sheet listed as Staff Exhibit No. 3Z, there appears to be four dates under the column noted "scale or reference numbers, date/test weight". Do you see those?
A Yes.
Q It appears, at least as I read the document, and I realize my print is a little bit soft, three of those four dates would be within this bonding period of July 1, 1998 through June 30, 1999. The fourth or last date listed would be outside that bonding period. Do you have any other explanation of that for me?
A I need to grab another file.
MR. FRAZIER: For clarification, are we talking about the one with the Staff Exhibit No. 3Z actually on it?
MR. ARNDT: Yes.

A I can't read this copy very well either, but it appears that it says 6/9/2000. I'm going to look at the backup here just to make sure. I believe, if you look back one page where it says "No. 9952," it says $40,360 and shows a date of 6/9/99 there. I believe that's probably a typo on the assembly sheet.

Q So it would be your position that the page following Staff Exhibit No. 3Z, which would be part of Staff Exhibit No. 3Z, is a scale ticket numbered 9552; is that what you're referring to?

A Correct. It shows a weight of 4360 and if you go to the previous page, if you look at net weight, the item you're talking about shows 40,360. I believe that should be 6/9/99 instead of 6/9/2000.

MR. MILES BRETSCH: I'm Miles Bretsch and I'll testify that's what the case is. It somehow got wrong on the assembly sheet.

Q Good. I guess that answers that. Again, just so I'm clear and the record is clear, Mr. Knadle, you believe that that scale ticket of 9552 reflects the fourth entry on the assembly sheet that's actually dated 6/9/2000?

A Correct.

Q And you believe that because the numbers on

the scale ticket correspond to that entry of what is listed as June 9, 2000?

A That's correct. They have the same net weight as that scale ticket does.

Q Let's go ahead and move to the next claim under this bond period, Kjerstad Farm Partnership. Can you tell the Commission what documents you relied on to make your recommendation for that claim?

A Staff Exhibit No. 1F.

Q Do you have Staff Exhibit No. 1F in front of you now, Mr. Knadle?

A Yes.

Q There are a number of documents that actually accompany Staff Exhibit No. 1F, more than one page; is that right?

A Correct.

Q That takes care of my questions for that claim. Let's move to Lazy BS, LLP/Stan Anderson. Can you again state for the record the documents you relied on in making your recommendation for that claim?

A Staff Exhibit Nos. 1G and 3AB.

Q Let's move on to the claim of Mr. Tiegs. Can you tell the Commission which documents you relied

on for that claim?

A Staff Exhibit No. 1H and 3AF.

Q And then the last claim on Staff Exhibit No. 2 is a claim for D&M Grain. Can you tell the Commission what exhibits you relied on to make that recommendation?

A Staff Exhibit No. 1I and 3AH.

Q Can you explain to the Commission and to myself the difference in your recommendation on D&M Grain's claim. I think the amount of the claim it looks like is $1,691.25, yet the amount of your recommendation actually exceeds that amount of the claim. Can you explain the difference please?

A Yes, I can. D&M Grain submitted one proof of claim but it falls under different bonding periods. They had one that fell in this bonding period and one, I think, that would fall in the next bonding period. Basically, what the difference would be, D&M claimed an amount for $1,500 for durum and an amount of $191.25 for service charge.

The company records would show an amount of $2,010.33 for the durum. They also had an accounts receivable balance of $123 for that bonding period. That would be basically the difference between the two claims.

Q Can you show me specifically which document it is that you're looking at for that testimony you just gave?
A Yes. If you go to Staff Exhibit No. 3AH, you will run into a page that's called "Durum," a handwritten one.
Q I'm assuming your Staff Exhibit No. 3AH is in the same order as mine. Can you give me an idea of how many pages it is?
A It's toward the back.
Q I've been handed a copy by Mr. Frazier and I'm sure that is included in my documents. Tell me again what figures you were relying on in that document to explain the testimony you just gave in response to my last question.
A Essentially, what this handwritten page does is it shows what the balance was for the company and the backup for that would be found on the next page back from that on assembly sheet No. 2684. That's the $2,010 for that durum.
Q Do you know whose handwriting this is on the handwritten sheet under Staff Exhibit No. 3AH?
A Mine.
Q So explain to me the figures that are written here. First of all, durum is listed at the top of

the page and then there's two dates: April 10, 1999 to May 1, 1999.

A That's when the grain was delivered.

Q And you're relying on this assembly sheet to determine that; is that right?

A That's correct.

Q The copy I've been given is a little bit fuzzy and it's hard to see the dates, but I'm assuming from your testimony that you've been able to decipher those dates of 4/10/99 to 5/1/99 to your satisfaction. You're confident that those are the dates that the grain was delivered?

A Yes, I am.

Q After totalling those dates and the grain that was delivered on those dates, based on the assembly sheet, the total payout is $2,010.33; is that right?

A That's the amount remaining.

Q Did that take into account this service charge of $191.25 that's listed on the durum sheet?

A No, it does not.

Q It would be your opinion that such a service charge would not be appropriate under the bond; is that right?

A That was my testimony.

Q How do we get to the figure that you are recommending of $1,887.33?
A You would reduce the $2,010.33 by the accounts receivable of $123, which, if you go back to the next page, will provide support for that, the next two or three pages actually.
Q I'm looking at a document now contained within Staff Exhibit No. 3AH. There is a table entitled "Wheetco, Inc. Accounts Receivable" on top.
A That would be correct. If you look at D&M Grain, the $123 would be the due date of 1/22/99 and 4/14/99. The total of those two numbers.
Q If you go below those top two lines, under D&M Grain, there's four more entries for D&M Grain; is that right?
A That's correct. Those amounts will be deducted in the next bonding period.
Q So those have no application to the bonding period of July 1, 1998 through June 30, 1999; is that right?
A That would be correct.
Q Thank you, Mr. Knadle. I think you testified toward the end of your question by Mr. Frazier that you are recommending that any interest earned on

these bonds would be applied to the claimants on some type of pro rata basis as well as the balance or the principal of the bonds; is that right?

A That's my recommendation.

Q I know we had an opportunity to speak about this briefly before the hearing. Do you rely on any authority in making that recommendation that the interest itself from the bonds would be applied to the payoffs to the claimants?

A No, I do not have the authority. That's my recommendation.

Q But you're not relying on any statutory authority or any case authority to make that recommendation; is that right?

A That's correct.

MR. ARNDT: Thank you. That's all the questions I have for Mr. Knadle. I would represent to the Commission that if some of the claimants under this bond period are present and testify, I would like the opportunity to question them.

QUESTIONS BY MR. BURG:

Q What's the relationship between Northern Prairie Seeds and Wheetco?

A It is my understanding that Mr. Wheeting has a

partnership with his son in that company.

Q Is that company in bankruptcy as well?

A Not that I'm aware of.

Q But they did receive insufficient funds from that company; is that correct?

A Yes, they did.

Q Is that a licensed company?

A No, they are not.

MS. WIEST: Do any of the claimants have any questions of Mr. Knadle? After that, you will actually get an opportunity to testify.

MR. ARNOLD SCHURR: We'll probably have some questions, but I don't know just what or when.

MS. WIEST: This is the opportunity to ask questions of Mr. Knadle.

MR. ARNOLD SCHURR: I have questions, yes. I don't know if he's the proper one to ask or if it's correct to ask the Commission.

MS. WIEST: The only questions you can ask at this time would be for Mr. Knadle.

QUESTIONS BY MR. ARNOLD SCHURR:

Q I was given a little bit of documentation here that I haven't seen before. It's very sparse, but

it seems as though there was a hearing held on July 7, 2000. Are you familiar with that hearing?

A Yes.

Q I have page 1 and then I also have page 27. I have nothing in between there. Is this all the same hearing?

A Yes, it would be the same hearing. There was evidence presented at that hearing that would indicate that you had common stock.

Q I see in the documentation on page 27 our name comes up and it was testified to as a fact that we were stockholders in this Wheetco, and we were not.

Also, you gave me some kind of a subscription agreement. Was that presented at this hearing?

A No, that came from the company records of Wheetco.

Q When?

A I think it was shortly after they filed Chapter 11 bankruptcy.

Q When did they file that?

A In September of 2000.

Q That was Chapter 11?

A Right, Chapter 11.

Q This hearing took place on July 7 and it was

stated that we had stock in this company. Do you accept that as fact?

A That was the evidence that was presented by Wheetco at that hearing.

Q I notice that there was evidence presented that we and other people had stock in the company and I'm very concerned about this because it leaves me dangling without being able to collect $97,000 that you admit is owed to us. I just want to see what proof you have that we have stock in that company.

A The evidence I have is the subscription agreement that is in Staff Exhibit No. 3AD.

Q Is this it?

A Right, Larry Wheeting signed and also you signed.

Q What date was that signed?

A I don't believe it has a date on it.

Q That's correct. I happen to have a copy here that has a date on it. It's right here. If you want to see it, I'll bring it to you.

A Okay.

Q See, this is a sham. You guys were screwed up on this deal. This is a crooked deal. This subscription agreement is dated in September

following your hearing.

MS. WIEST: And you'll be able to offer that into evidence and testify.

A What I'm interested in at the moment is I don't want this thing to be adjourned and they say, "Well, you should have stated your case. You're out of luck now." I don't want that to happen. I want to be able to pursue this thing through the courts and I don't want to lose any opportunities here because I think some of the people on the Commission realize that there's a lot more here than what meets the eye. Like it was stated in some of the testimony that Wheetco didn't owe any farmers any money when, in fact, I think they owed closer to $900,000 to farmers.

MS. WIEST: Mr. Schurr, my point is that this is the time for cross-examination of Mr. Knadle. You will get a chance to testify and you will get a chance to present that. If you have any questions of Mr. Knadle, you may ask those questions. Otherwise, we're going to go on to other questions and then we're going to allow any claimants to testify. Then you can make your case.

Q You didn't see this before, did you?

A No, I did not. What I got was the company

records. This is the records that they have that they gave to us.

Q Well, you realize then, by showing you these records two months in advance, this wasn't done. This was done after the fact when they realized they could pull a sham and come up with financing if they could eliminate this much debt and talked us into that.

So then they hire the firm of this Cody to come and see us and talk us into signing this thing and then they're going to pay off all our checks. And they come around with this story and I just want you people to be aware of that that you're being taken in.

MS. WIEST: Does anyone have any further questions of Mr. Knadle?

MR. SAM SCHAUER: I've got the same question. I've got the same documents and I got the papers in the pickup that shows that I had a date on mine and not on yours. Same thing. Just ditto.

MS. WIEST: And you will be able to have an opportunity to put that into the record. Does anyone have any more questions of Mr. Knadle?

QUESTIONS BY MR. KERWYN HOLSING:

Q I notice here that some of the nonsufficient checks that I was issued from Northern Prairie Seeds, is that still under the same bond?
A No. They're not licensed with the Commission, Northern Prairie Seeds. What the hearing is today is for transactions with Wheetco. It's my understanding that was a transaction with Wheetco, even though you got a check by Northern Prairie Seeds. You had Wheetco scale tickets.
Q Would that still be covered under the bond then?
A My recommendation for you was that's a valid claim against the bond for this bonding period.
Q So actually the Northern Prairie Seeds then is not covered under Wheetco's bond?
A No. Basically, you did business with Wheetco and that's a claim against Wheetco for this bond, even though they issued a check from Northern Prairie Seeds, which was nonsufficient funds. You were still doing business with Wheetco. That's my recommendation.
QUESTIONS BY MR. SAM SCHAUER:
Q Why would you rely on a document that don't have a date on it?
A I relied on a couple different documents for

yours. I relied on what was presented in the previous hearing and I also relied on the subscription agreement that you signed.

QUESTIONS BY MR. ARNOLD SCHURR:

Q I noticed here on Staff Exhibit No. 1H that it shows shares sold between the end of January and first of June of 2000, and it lists them all. They're all itemized. And it's got our names on here. It's got that we bought these shares.

Well, I have the dated copy of my subscription agreement. This is the real McCoy. Do you see the date? That's after the fact. I just wanted to point that out.

MS. WIEST: Are there any other questions for Mr. Knadle? Do the Commissioners have any questions of Mr. Knadle?

MR. SAM SCHAUER: I want to reserve the opportunity to show the same thing. I have to get it from the pickup.

MS. WIEST: We'll take a break after Mr. Knadle is done and you'll have an opportunity to go get that. All of the claimants will have an opportunity to testify at this hearing.

QUESTIONS BY MR. FRAZIER:

Q As far as the interest money on the bond, Bob,

Is it your position that the bond money was retrieved for the benefit of the producers in this case?

A Yes, that's what it's for.

Q So, is it your position then that any interest gained on that money, since it was essentially held in trust for these farmers, should go to the farmers; is that your position?

A That would be my position, correct.

Q As far as your reliance on the subscription agreements go, you relied on statements made by Mr. Wheeting at his licensing hearing; is that correct?

A We relied on the evidence that was presented at that hearing.

Q Did Mr. Wheeting testify?

A Yes, he did.

Q And he took an oath when he testified, didn't he?

A Yes, he did.

Q So you were relying on answers which were made under oath; is that true?

A Yes.

Q Did that have some weight on why you took those statements for their face value?

A Yes.

MR. FRAZIER: Nothing further. Thank you.

MS. WIEST: Thank you, Mr. Knadle. Do you have any other witnesses, Mr. Frazier?

MR. FRAZIER: None.

MS. WIEST: Do any of the Commissioners have any questions for Mr. Knadle?

QUESTIONS BY MR. SAHR:

Q Bob, I'm looking through the materials that are in Staff Exhibit No. 3AD. Just so I'm straight on this, the first document is the subscription agreement?

A Correct.

Q That was obtained from the corporate records; is that right?

A That was obtained from Mr. Wheeting at his office in Groton.

Q What was the approximate date that that was obtained?

A I believe that was in September, or right around there.

Q Of 2000?

A Correct.

Q If you flip forward about three sheets,

there's the document that's part of Staff Exhibit No. 3AD and there's a handwritten "exhibit 14" in the upper right-hand corner.

A I have that.

Q It says Wheetco stock register at 5/31/00.

A Correct.

Q Where was this document obtained from?

A This was introduced at that same hearing by the company.

Q Did Mr. Wheeting introduce it?

A I believe his attorney did, if memory serves me correct.

Q Was there any sort of cross-examination or anything about the accuracy of this document, if you recall?

A Not to my recollection. If you go right before that to that transcript, page 27, it says, "If I may, I have a stock register record I didn't think was going to be necessary to put in as an exhibit." I think that refers to this exhibit 14.

Q Was it introduced into evidence or was there any testimony about it other than that?

A I don't recall.

Q Did you review Wheetco's records?

A At what point in time?
Q Let me rephrase that questio... Did you come across this document in Wheetco's records?
A No, I did not. This was presented in that hearing. That's where I received this.
Q Is there anything else that you know of that supports that the shares were sold or were issued during the period in question between July 1, 1999 and June 30, 2000?
A Not that I can recall.
Q Is there anything that indicated that it was issued after July 1, 2000 through September of 2000?
A There's some evidence, I guess, that's going to be presented shortly here that I just became aware of a few minutes ago.

MR. SAHR: I have no further questions.

QUESTIONS BY MR. ARNDT:

Q Mr. Knadle, I'm looking at the South Dakota Administrative Rules, specifically Administrative Rule 20:10:12:14 and 15. I don't know if you're familiar with these, but 14 in essence states that on an annual basis a public grain dealer's license shall submit a financial statement for the most

recently completed year of operation.

During the periods of 1998, 1999, 2000 and 2001, specifically, the three bonding periods that we're speaking of, do you know if Wheetco submitted such financial statements to the PUC for their review?

A They would have to in order to become licensed.

Q Based on your response, you're assuming that? Have you seen such a document?

A For the prior periods, I can't say if it was or not because I started in July of 1999.

Q Did you see any such document for the three bond periods we're dealing with here today?

A The two I would have. The other one, I can't say.

Q So bond periods No. 2 and No. 3 at issue here, that would be the 1999 to 2000 and 2000 to 2001 bonding periods, you would have reviewed the financial statement that's required by the Administrative Rules?

A I believe I would have, correct.

Q First of all, my understanding is Administrative Rule 20:10:12:15 would require that the applicant's balance sheet would show a positive

net worth. Do you recall if the --

MR. FRAZIER: I'm going to object. This hearing was noticed for claims against the bond. I don't see where this is relevant to his recommendations on the claims as far as what licensing went on three years ago. I just don't see where this is relevant to the issue at today's hearing.

MR. ARNDT: In response to that, I will state that I think there is, at least, a small amount of authority and I can cite the case for the court that the surety can rely on the Commission's ability to follow this Administrative Rule when determining whether or not their license would be issued on an annual basis. I would like to make a record about that here today without losing the ability to make that argument in the future.

MS. WIEST: Go ahead.

QUESTIONS BY MR. ARNDT:

Q I guess, I'll repeat the question for you, Mr. Knadle. Are you aware of whether or not the Commission relied on or was able to determine after the annual financial statements that Wheetco would have shown a positive net worth during the bonding periods of 1999 to 2000 and 2000 to 2001?

A The latest period, yes, the Commission did determine after the hearing that they met those two requirements.

Q So your testimony is only about that last bond period then?

A That's the only one I can recall off the top of my head.

MR. ARNDT: Thank you. That's all I have.

MR. FRAZIER: Nothing further.

MS. WIEST: At this point we will take a ten-minute break and when we come back, the claimants will have an opportunity to testify.

(Whereupon, a short break was taken.)

MS. WIEST: At this point, we will take testimony from claimants. I would like to explain something to the claimants at the beginning. Mr. Knadle makes recommendations to the Commission. The Commission certainly isn't bound by any of his recommendations. The Commission will actually take all the evidence into account that's presented today.

My point is that, if you disagree with staff's recommendation or if you would like to further support that recommendation, I would

certainly encourage you to get that on the record so the Commission can consider all the evidence when they make their decision. As was stated earlier, what the Commission does is we're just acting as a receiver for bonds here. We only make a proposed decision to present to the court.

It's the Circuit Court who will actually make a final decision, but it will be based on the record that's being presented here.

With that explanation, I would like a show of hands if you intend to offer testimony at this time. If you change your mind later, I'm not going to hold everybody to it. Okay, Mr. Schurr, would you like to go first?

MR. ARNOLD SCHURR: Sure, I'll go first.

MS. WIEST: Mr. Schurr, if you would like something in the record that's not already in the record that you want considered, please offer it, we'll have it marked, and then I'll ask if anyone has any objections. Please stand up there to be sworn in and then other people will have an opportunity to ask you questions.

MR. BURG: Can they submit documentation after this?

MS. WIEST: I would prefer that they submit the documentation before because, if it's submitted afterwards, then a lot of times I have to open up the record for other people to object to it and have an opportunity for cross-examination. Any documentation that you have, if you think you want to submit it, please try to enter it into the record today.

MR. ARNOLD SCHURR: This is kind of short notice for that because some of the things I just learned here today. I want a copy of this hearing that was held on July 7, and that's not available for me here, it will have to be sent to us. I'd like the opportunity to offer documents and testimony at a later date, if necessary.

MS. WIEST: You can always try to offer it, and then the Commission will decide whether to accept it. If necessary, the Commission has held other hearings after the first hearing based on other evidence.

MR. ARNOLD SCHURR: I realize their time is really valuable and we should get this out of the way if possible. Hopefully, it won't be necessary.

MS. WIEST: That's up to you, but my

point is, if you have the information now, present now.

ARNOLD SCHURR

after first being duly sworn to tell the truth, the whole truth, and nothing but the truth, upon his oath testified as follows:

MR. ARNOLD SCHURR: We're listed on the list of creditors for, I believe, around $97,000. It says that we were not given consideration because we are stockholders.

MS. WIEST: Would you define "we"?

MR. ARNOLD SCHURR: The Schurr's, my son Steve, who's sitting there. He and I are partners. That comprises Schurr's. Anyway, the Commission was given this piece of paper at the hearing that they held on July 7, 2000, and there's not a date on it.

I thought it was kind of unusual to see a document like this that's supposedly worth $100,000 that's not dated anywhere. Usually any kind of agreement has a date. There's none on here. Now, I have the one with the date and the date listed here is September 19, 2000.

So he went to the hearing, explained his case to the Commission or whoever was

listening, and told him that his financial picture had really changed. See, I'm missing all the pages from 1 to 27; there's just these two pages.

Anyway, the question here says, "Good morning, Mr. Wheeting. Good morning." And then they talk about some regular stuff. But then they say, "You talked about stock that was issued between January and April. I believe that changed your financial picture. Who was that stock sold to? Answer: Mr. Schurr, Schurr's, Inc. was an investor; Sam Schauer and Jake Schauer."

We knew nothing about this, not a thing. That's my main point of contention. I guess, he also testified that he didn't owe any farmers any money when, in fact, he owed a lot of farmers a lot of money. That would have skewered up your financial picture.

These things should be checked into. This is on page 2, under No. 8, "Wheetco has experienced cash flow problems but Mr. Wheeting asserted that Wheetco had never had a farmer customer who was not paid." Mr. Wheeting testified that a number of people that Wheetco owed money to were willing to wait for their money.

I don't think that's necessarily so,

but if there's nobody there to contradict that, it got by. You probably know what document this is from.

MS. WIEST: Would you like to offer your subscription agreement, the one that's being referenced to?

MR. ARNOLD SCHURR: Yes, but I don't want to lose it.

MR. FRAZIER: We'll make a copy for you downstairs.

(Whereupon, Exhibit No. A was marked for identification.)

MR. ARNOLD SCHURR: You gave me three sheets of paper other than this stuff here. Anyway, it says "exhibit 14" and it tells here who owns Wheetco. Right here, and this should probably be entered into evidence, it says, "Shares sold between January 31, 1999 and May 31, 2000: D&M Grain Company, 600; Schurr's, 2.000; Raap, 600; Schauer's, 1,500; Northern Prairie Seeds, 808."

My subscription agreement is dated long, long after that, but it was very convenient that your copy wasn't dated. That's how this goes. This was written up in advance or else it was submitted later. I believe you said it was

submitted much later, right?

MS. WIEST: I'm sorry. You can't ask any questions at this point.

MR. ARNOLD SCHURR: Anyway, that's about all I have to say, except I think this is a sham. There's a lot of things going on here that are very dishonest. If anybody has questions, I'll answer whatever I'm capable of.

QUESTIONS BY MR. BURG:

Q I'm a little bit confused. I don't recall exactly all the documents at that hearing. Did you sign a document prior to that hearing even though it wasn't dated?

A We signed a handwritten document on September 19. That was the same date that this is dated.

Q You would testify that you did not sign any document for converting from payables to stocks prior to that July hearing as he advocated?

A Correct. That is correct. September 19 is the first I knew about this.

Q Did you give any verbal commitment that he could have brought to that hearing that you would?

A Absolutely not. This firm of Cody-Crua -- I don't know if you're familiar with this.

Q Yes, we know of them.

A They came to our house twice. I met Mr. Crua, but not at one of those meetings. Anyway, this Mr. Cody came. He was quite convincing. At first I thought he worked for the state, but I understood later that he is in private business.

He led us to believe that by keeping this thing financially sound, he would be able to get some kind of -- I believe it was an SBA loan or some sort of a state aid type loan to keep them in business, and the minute they got this money, we would all get paid. I think there are others here that will probably testify very similar to that.

MS. WIEST: Any other questions of this witness?

QUESTIONS BY MR. SAHR:

Q Mr. Schurr, on the subscription agreement that's marked Staff Exhibit No. 3AD, this is one that does not have the notary block that the one you have does. There's a signature on that that says "Arnold Schurr". Is that your signature?

A Yes.

Q When did you sign that?

A I presume it was on September 19 because we have a notarized document and that's the only

document I signed. I did not sign anything that was not notarized.

Q I'm looking at the notary block. On the first block, on the bottom of the second page, it says, "Larry Wheeting appeared here on September 19." On the next page it says that you appeared on September 19 as well. Do you remember, did you sign this in front of the notary?

A Yes. They took us up to the Roscoe bank, that lady works for the bank.

MR. SAHR: I have no further questions.

MS. WIEST: Mr. Frazier, do you have any questions?

QUESTIONS BY MR. FRAZIER:

Q I know your testimony today is that when the hearing was held, that you hadn't signed this thing.

A Correct.

Q But you did sign it after the hearing?

A On September 19.

Q When you signed this, did you understand that you were converting your grain payables over to common stock?

A Yes and no. We heard a lot of promises that

day.
Q But it was your understanding that when you signed this, it was no longer going to be a receivable, that it was actually going to be stock in his company, right?
A We didn't know it would come to this. It was done as a safeguard to get our money.
Q You feel he took advantage of you when you did that; is that correct?
A I would presume so, yes. I think it's outright fraud is what I think.

MR. FRAZIER: That's all I have.

QUESTIONS BY MR. BURG:

Q Do you have any idea why we have two documents with your signatures on -- one with a notary section and one without a notary section, when you said you only signed one document?
A I presume somebody knows how to run a copy machine.
Q The only way I could imagine is if the section with notary had been covered or something when they copied it.
A That would be possible, or maybe I signed two documents on the same day.
Q One with the notary section and one without?

A I don't know. I write bad enough that you should be able to tell if it's two different signatures.

Q I was just trying to figure out how we ended up with two documents that are physically different; one has a notary section in it and a date, and the other one doesn't.

A I don't believe that the PUC saw this document on July 7. This was produced after September.

Q Even if it were -- and I'll take your word for that -- I was trying to figure out how we came up with two documents with your signature that were physically different.

A I don't know. Is the handwriting the same?

MS. WIEST: Are there any other questions for Mr. Schurr?

MR. CLARK ROEBER: Have him look at the unsigned document and see if he can ascertain if that is or isn't his signature.

MS. WIEST: Could you state for the record whether you believe it to be your signature?

QUESTIONS BY MR. FRAZIER:

Q The question is whether the signatures appear to be exactly the same?

A They are exactly the same.

Q On the front of the paper, page 1 of this, note that --

A I can never sign my name twice the same.

Q -- some material is "x'ed" out. Does it appear that the "x'ed" out portions appear to be exactly the same, where the "s" is written after the Schurr and the materials "x'ed" out after that? Does that appear also to be exactly the same?

A Yes, I'd like to have more time, but it appears to be exactly the same.

MS. WIEST: Are there any other questions of this witness? Are there any objections to the admission of Exhibit No. A, which is the dated subscription agreement? If not, that will be admitted. Thank you Mr. Schurr.

MR. FRAZIER: Mr. Schurr wishes to have the original back.

MS. WIEST: Are there any objections to marking a copy as Exhibit A so that Mr. Schurr can have his original back?

MR. FRAZIER: I would have no objection to that at all. We will just note for the record that what we have in our records is a copy and Mr. Schurr has the original.

MS. WIEST: Do any of the other

claimants wish to present any testimony at this time?

MR. SAM SCHAUER: I've got the same thing here.

MS. WIEST: Mr. Schauer, before we get started, do you want copies made of anything of yours?

MR. SAM SCHAUER: No, I don't want copies made of mine. I won't give you my copies.

SAM SCHAUER

after first being sworn to tell the truth, the whole truth, and nothing but the truth, upon his oath testified as follows:

MS. WIEST: Please state your name and address for the record.

MR. SAM SCHAUER: Sam Schauer, Leola, South Dakota. I just want to submit this date on this subscription agreement. This was issued after the bankruptcy. That's all I got to say, I guess. It was issued September 18 and it's fraud. What he done was fraud.

MS. WIEST: Anything further, Mr. Schauer?

MR. SAM SCHAUER: No.

MS. WIEST: Does anyone have

questions for this witness?

QUESTIONS BY MS. NELSON:

Q Are you saying that he signed your signature? Are you saying you didn't sign it?

A I signed it.

QUESTIONS BY MR. BURG:

Q I don't remember us looking at the record to see if there was the same kind of a copy that he used in July at the hearing that had your signature on it too. Do you remember signing one before September 18?

A No, I don't.

Q Did you make any verbal commitment to convert before September 18?

A I don't know if I did or not. I don't remember because I don't remember the dates. I was busy.

MR. BURG: That's all I have.

QUESTIONS BY MR. SAHR:

Q Do we have the document?

A You have the one without the dates on it. You got that one.

Q It might be beneficial for us to have this other copy.

A No, I'm not going to submit it.

Q Is it your contention that the document that you have that won't be introduced into evidence, that you signed it on September 18, 2000?
A Right.
Q I don't have the document in front of me. Is that what's reflected in the notary block? Did the notary block say September 18 as well?
A Yes.
QUESTIONS BY MR. FRAZIER:
Q Mr. Schauer, even if we were to just submit a copy for the record so that we could --
A No, I won't submit it.
MS. WIEST: Are there any other questions for Mr. Schauer? Thank you, Mr. Schauer. Do any other claimants wish to present any testimony at this time?
JIM SCHAUER
after first being sworn to tell the truth, the whole truth, and nothing but the truth, upon his oath testified as follows:
MR. JIM SCHAUER: My name is Jim Schauer. I want to ask where all the assets that Larry Wheeting listed, were they sold and listed as finances that were to be paid out?
MS. WIEST: At this time, we're only

taking testimony, not questions.

MR. JIM SCHAUER: I guess, that's all I have to say then.

MS. WIEST: Did any of the other claimants have anything that they would like to testify at this hearing?

MR. ARNOLD SCHURR: I'd like to present this in evidence, fraud. I want that back.

MS. WIEST: Well, we do have a copy of this. What he would like to put into evidence is a finding that, I believe, Mr. Wheeting asserted that Wheetco had never had a farmer that was not paid; is that correct?

MR. ARNOLD SCHURR: Right.

MS. WIEST: Thank you. Is there anything else?

MR. BURG: I would like to recall Bob for just a moment for clarification.

BOB KNADLE

QUESTIONS BY MR. BURG:

Q I want to try to clarify some discussion that happened just before the break and Mr. Arndt can clarify anything that I may ask with questions as well. I got the impression from his line of questioning that the company depended upon the

licensure of the Commission in order to issue a bond. Is that the way it works, or is a bond required before we'll license?

A How it worked was: Before we even have to look at an application for either renewal or a new license, they have to submit an application with us with the appropriate fee and a bond from a bonding company.

Q I just wanted to clarify that it's a requirement of licensure that a bond be obtained.

A That's before the Commission would even have to look at it. That would be correct.

MS. WIEST: Any other questions? Thank you. At this point, I will give an opportunity for anyone to make any closing statements. Mr. Frazier, do you have any closing statements?

MR. FRAZIER: I have no closing statements.

MS. WIEST: Mr. Arndt?

MR. ARNDT: Thank you. To follow up with Commissioner Burg's last question to Mr. Knadle, I would like to clarify that my line of questioning regarding the administrative regulations 14 and 15 were simply to preserve a

record regarding that issue; certainly, not asserting that that would be an argument or position of Star Insurance Company. Beyond that, I've got a couple of quick arguments I'd like to make to the Commission, again regarding specifically my client's main interest, which is the bond period listed in Staff Exhibit No. 2E, July 1, 1998 through June 30, 1999.

First of all, regarding D&M Grain, which is the last claim under that bond that's listed, I think the statute mandates that a claimant needs to submit their claim in writing to the PUC prior to this hearing. D&M Grain did do that in this case. They submitted the claim of $1,691.25, and for the PUC to grant an award that's greater than that, I think, is contrary to the statute, specifically referring to 45:45:19 that states that the claimant must make the claim in writing. The claimant in this particular instance did so.

Despite Mr. Knadle's calculations and his recommendations, I would submit that it would be in error of the PUC to award a claim that is greater under that particular bond than the claim that D&M Grain has made.

Beyond that, I would specifically have an argument regarding the interest that would have accrued under these three bonds while they were taken into receivership and remaining in receivership. I can't tell you exactly what the date is that the three bonds from Star Insurance were submitted, but it is my understanding that they have been submitted and they are in receivership in an interest bearing account.

I would suggest and take issue with Mr. Knadle's position that the interest be distributed to the claimants on some type of pro rata basis. I think it's clear that the surety is still the owner of those bonds and they have been from the day that they were submitted into receivership and continue to be the owner of those bonds until the court makes a determination of how those bonds should be distributed, and they are, in fact, distributed.

Any interest that's accrued from those three bonds into receivership is clearly the property of the surety. They are the owners of the bond, continue to be the owners of the bond; therefore, any interest that's generated until the court decides how it should be distributed, should

be to the benefit of the surety and not the claimants.

MS. WIEST: Thank you. Anything else at this time? If not, the Commission will take this under advisement. As I mentioned before, the Commission issues a proposed decision to Circuit Court. We will serve it on all of the claimants involved. If you have any questions, I would ask that you direct your questions to Mr. Knadle after this meeting.

JIM SCHAUER: Do checks that were issued before Mr. Wheeting filed for Chapter 11, were they paid? Are they any different than any other checks?

MS. WIEST: I'm not sure. Maybe you can talk to Mr. Frazier.

MR. FRAZIER: Yes, I'll talk to you after the hearing.

MS. WIEST: Thank you. This will close the hearing at this time.

(End of proceedings.)

CERTIFICATE

STATE OF SOUTH DAKOTA)
COUNTY OF BROWN)

I, Judy M. Rider, a Court Reporter and Notary Public in and for the State of South Dakota, do hereby certify that I acted as such reporter for this proceeding and the foregoing transcript consisting of pages 1 through 105 inclusive is true and accurate to the best of my knowledge, skill and ability.

DATED this 29th day of January, 2002 at Aberdeen, South Dakota.

Judy M. Rider

JUDY M. RIDER
Court Reporter and
Notary Public

My commission expires:
December 18, 2003

COPY

STATE OF SOUTH DAKOTA)
) ss
COUNTY OF BROWN)

IN CIRCUIT COURT

FIFTH JUDICIAL CIRCUIT

****

IN THE MATTER OF THE
GRAIN DEALER'S BONDS
OF WHEETCO, INC.

CIV. 01-807

****

PUBLIC UTILITIES COMMISSION HEARING

At Aberdeen, South Dakota

January 16, 2002

APPEARANCES:

Jim Burg, Commissioner
Pam Nelson, Commissioner
Bob Sahr, Commissioner
Rolayne Ailts Wiest, General Counsel
Greg Rislov, Advisor
Bob Knadle, Division Director
Kelly Frazier, Staff Attorney
Mark Arndt, Counsel for Star
Insurance Company

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UTILITIES COMMISSION

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MR. BURG: I'll begin the hearing for Docket GD01-003 in the matter of the grain dealer's bonds of Wheetco, Inc. The time is approximately 1:00 p.m. The date is January 16, 2002, and the location of the hearing is the Department of Labor Meeting Room, 420 South Roosevelt, Aberdeen, South Dakota.

I'm Jim Burg, Commission Chairman. Commissioners Pam Nelson and Bob Sahr are also present. I will preside over this hearing. The hearing was noticed pursuant to the Commission's Order for and Notice of Hearing issued November 30, 2001.

The issue at this hearing will be to determine claims against the cash proceeds of the following grain dealer's bonds: (1) the bond commencing July 1, 1998 and ending June 30, 1999; (2) the bond commencing July 1, 1999 and ending June 30, 2000; (3) the bond commencing July 1, 2000 and ending June 30, 2001, with Star Insurance Company being the surety.

All parties have the right to be present and to be represented by an attorney. All persons so testifying will be sworn in and subject to cross-examination by the parties. The

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Commission will make a proposed decision to the Circuit Court. The Circuit Court's decision may be appealed to the State Supreme Court.

Rolayne A. Wiest will act as Commission Counsel. She may provide recommended rulings on procedural and evidentiary matters. The Commission may overrule its Counsel's preliminary rulings throughout the hearing. If not overruled, the preliminary rulings will become final rulings. At this time, I will turn it over to Rolayne to conduct the hearing.

MS. WIEST: First I'll take any appearances.

MR. FRAZIER: Kelly Frazier, Staff Attorney.

MR. ARNDT: Mark Arndt, May & Johnson Law Firm in Sioux Falls, on behalf of the insurer, Star Insurance Company.

MS. WIEST: Would anyone else like to be in the appearances? Before we begin, let me just explain the procedure to you. Generally, what happens is a staff person, Mr. Knadle, will put in the claims that have been submitted to the Commission and then I believe he has a recommendation that he has made up to the

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Commission. You can listen to all of that testimony.

After that time period, it will be possible for any other such claimants to put any testimony on the record also. You don't have to make that decision right now. You can wait until you've heard Mr. Knadle's testimony. Does anybody have any procedural questions at this time before we begin? If not, I believe you may call your first witness, Mr. Frazier.

MR. FRAZIER: Yes, I would call Bob Knadle.

BOB KNADLE

after first being sworn to tell the truth, the whole truth, and nothing but the truth, upon his oath testified as follows:

QUESTIONS BY MR. FRAZIER:

Q Good afternoon, Bob. Would you please state your name and spell it for the record?

A Good afternoon. Bob Knadle, K-N-A-D-L-E.

Q What's your educational background, Bob?

A I received a Bachelor or Science Degree from South Dakota State University in Commercial Economics in December of 1979.

Q Where are you currently employed?

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A The South Dakota Public Utilities Commission.

Q How long have you been employed there?

A Since March of 1980.

Q What's your position with the PUC?

A I am currently a director in the Transportation Warehouse Division of the Commission.

Q Is it part of your job with the PUC to monitor licensed grain dealers?

A Yes, it is.

Q In the process of doing so, did you become familiar with a company called Wheetco, Incorporated?

A Yes, I did.

Q Did Wheetco apply to become a licensed grain dealer with the PUC?

A Yes, they did.

Q Did they do so?

A Yes, they did.

Q I'm handing you what has been premarked as Staff Exhibit No. 4. Would you please describe that document, Bob?

A Yes. This is a South Dakota Grain Dealer's License, Non-Storage, for Wheetco, Incorporated; License No. 1517. It was issued on July 10, 2000

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and expired at midnight on June 30, 2001.
Q Does this appear to be the same license that was issued to Wheetco?
A Yes, it does.
Q Same contents?
A Yes.
MR. FRAZIER: I would move to enter Staff Exhibit No. 4.
MS. WIEST: Any objection? If not, Staff Exhibit No. 4 is admitted.
QUESTIONS BY MR. FRAZIER:
Q In order to obtain this license, was Wheetco required to post a bond?
A Yes, they were.
Q I'm handing you now what has been premarked Staff Exhibit Nos. 5A, 5B, and 5C. Would you please describe these documents?
A Yes. Staff Exhibit No. 5A is a Grain Dealer's Bond for Wheetco, Incorporated. It was issued by Star Insurance Company in the amount of $75,000 for the grain dealer's bond. It is for the year commencing July 1, 1998 and ending June 30, 1999.
Staff Exhibit No. 5B is the Bond for Use by Public Grain Warehousemen and Grain Dealers issued to Wheetco Incorporated by Star Insurance

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Company. It is in the amount of $75,000 for the Grain Dealer's License for the period commencing July 1, 1999 and ending June 30, 2000.
Staff Exhibit No. 5C is the Bond for Use by Public Grain Warehousemen and Grain Dealers issued to Wheetco, Incorporated by Star Insurance Company. It is in the amount of $75,000 for the Grain Dealer's License for the period commencing July 1, 2000 and ending June 30, 2001.
Q To the best of your recollection, do these appear to be the same bonds with the same contents that you recall when they were issued?
A Yes, they do.
MR. FRAZIER: If there's no objections, I would move to enter Staff Exhibit Nos. 5A, 5B, and 5C.
MS. WIEST: Are there any objections to those? If not, they'll be admitted.
QUESTIONS BY MR. FRAZIER:
Q To your knowledge, did there come a time when Wheetco, Inc. ultimately went out of business?
A Yes.
Q Could you describe your recollection of those events?
A Yes. On September 7, 2000, Wheetco, Inc.

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filed a petition for reorganization pursuant to Chapter 11 of the U.S. Bankruptcy Code in U.S. Bankruptcy Court, District of South Dakota. On April 19, 2001, the Chapter 11 Case was converted to a Chapter 7 case in the U.S. Bankruptcy Court, District of South Dakota.
Wheetco entered into a stipulation with the Commission where Wheetco voluntarily relinquished its Grain Dealer's License to the Commission, including all rights and benefits bestowed with such license effective as of April 19, 2001.
Q After or simultaneous with the conversion of Chapter 11 to the Chapter 7, is it your understanding that the PUC entered into an agreement with the Trustee for Wheetco regarding the stay that's imposed when a company goes bankrupt? To refresh your memory, I'll show you what's been premarked as Staff Exhibit No. 6. Could you describe that document?
A Yes. Staff Exhibit No. 6 is the stipulation regarding the Grain Dealer's License of Wheetco, Incorporated. Basically, what this does is Wheetco voluntarily relinquished its Grain Dealer's License to the Commission including all rights and benefits

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bestowed by such license.
This was effective as of April 19, 2001. This is the stipulation I just referred to in my previous statement. It was signed by Larry Wheeting on April 24, 2001.
Q So this is the stipulation between the PUC and Wheetco, correct?
A That's correct.
Q Not the Trustee?
A That's correct.
Q Does this stipulation where he's relinquished his license appear to be the same stipulation, the same contents as when you last saw it?
A Yes, it does.
MR. FRAZIER: If there's no objection, I would move to enter Staff Exhibit No. 6, which is the Stipulated Agreement between the PUC and Wheetco, Inc., Larry Wheeting.
MS. WIEST: Are there any objections? If not, Staff Exhibit No. 6 will be admitted.
QUESTIONS BY MR. FRAZIER:
Q At this point, did the PUC enter into an agreement with the Trustees of Wheetco in the Federal Bankruptcy Court?

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A Yes, they did.
Q As a result of that agreement, did the PUC then file with the Federal Court to have the stay lifted so it could hold a hearing to administer claims against the bond?
A Yes, they did.
Q As a result of that motion, is it your understanding that the PUC entered into a stipulated agreement with the Trustee regarding the stay that's imposed when a company goes bankrupt?
A Can you rephrase that question please?
Q To your recollection, once Wheetco went bankrupt there in Federal Court, PUC then filed a motion to have the stay lifted so it could administer claims against the bond, right?
A Yes, we did.
Q Once that motion was filed, did the PUC enter into an agreement with the Trustee regarding the stay that had been imposed?
A Yes, they did.
Q Is it your understanding that the Trustee agreed not to resist the motion to have the stay lifted so the PUC could proceed against the bond?
A That would be correct.
Q Pursuant to that stipulated agreement then,

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was an order signed lifting the stay against the PUC?
A Yes, there was.
Q I'm showing you what's been premarked as Staff Exhibit No. 7. Could you describe that document?
A This Staff Exhibit No. 7 is an order granting the South Dakota Public Utilities Commission motion for relief from automatic stay in the United States Bankruptcy Court, District of South Dakota, Northern Division. It is signed by the Honorable Irvin N. Hoyt, Bankruptcy Judge, the first day of August, 2001.
Q Does this order appear to be the same order with the same contents as you last recall it?
A Yes, it does.
MR. FRAZIER: Then I would move to enter the order lifting the stay against the PUC.
MS. WIEST: Any objections? If not, then it is admitted.
QUESTIONS BY MR. FRAZIER:
Q Once the stay was lifted, did the PUC then file with the Circuit Court to be appointed receiver of Wheetco to determine the merit of claims against the bond?
A Yes, they did.

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Q I'm showing you now what's been premarked as Staff Exhibit No. 8. Could you please describe this document?
A Yes. This is a petition to appoint South Dakota Public Utilities Commission as receiver. That was filed in the Circuit Court, Fifth Judicial Circuit, dated August 24, 2001.
Q Does this appear to be the same document with the same contents as you remember the PUC filed?
A Yes, it does.
MR. FRAZIER: I would move to enter Staff Exhibit No. 8, Petition for Receivership.
MS. WIEST: Any objection? If not, it is admitted.
QUESTIONS BY MR. FRAZIER:
Q As a result of this motion, was a hearing held?
A Yes, it was.
Q As a result of that hearing, did the Circuit Court then sign an order granting the petition to be appointed receiver?
A Yes, it did.
Q I'm showing you now what's been premarked as Staff Exhibit No. 9. Will you please describe that document?

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A Yes. This is an order appointing South Dakota Public Utilities Commission as receiver in the Circuit Court, Fifth Judicial Circuit. It has been signed by Judge Larry H. Lovrien, Circuit Court Judge, on September 20, 2001.
Q Does it appear to be the same document with the same contents as you last recall?
A Yes, it does.
MR. FRAZIER: I would move to enter Staff Exhibit No. 9, Order Appointing Receivership.
MS. WIEST: Any objections? If not, it is admitted.
QUESTIONS BY MR. FRAZIER:
Q As a result of this order, was today's hearing scheduled?
A That's correct.
Q What type of notice did you give to known potential claimants?
A The potential claimants were mailed a copy of the Order For Notice Of Hearing for today's hearing. There were approximately 55 potential claimants that were mailed this notice.
Q Did you do any other type of notice?
A Yes. A notice was published in the Sioux Falls Argus Leader, the Aberdeen American News, the

Groton Dakota Press, and the Groton Independent.
Q So you sent the letter to everybody that you thought might have a claim and then, just to be safe, you published it in the newspapers to make sure that anybody else out there might receive notice of today's hearing; is that correct?
A That's correct. We sent notice of the hearing that is being held today.
Q In preparation for today's hearing, did you review the proof of claims which were supplied by the various patrons per letter from the Commission dated August 7, 2001?
A Yes, I did.
Q I'll direct your attention to Staff Exhibit No. 1. Could you please describe what Staff Exhibit No. 1 is please?
A Yes, I can. Essentially, what Staff Exhibit No. 1 is is the proof of claims that were filed with the Commission pursuant to the Commission's request dated August 7, 2001. It would include the August 7, 2001 letter that was previously mentioned. It would also include proof of claims filed by the different potential claimants in this matter.
Q Does this exhibit appear to be the same

exhibit with the same contents as when you prepared it?
A Yes, it does.
Q Within this exhibit, you have what's marked Staff Exhibit No. 1A; is that correct?
A That's correct.
Q Does this letter appear to be the same letter with the same contents as when you sent it out to the patrons?
A Yes. This is the August 7, 2001 letter that I sent to the potential claimants in this matter requesting that they file proof of claims with the Commission in this matter.
Q And then following Exhibit No. 1A is Exhibit Nos. 1B through 1BA; is that correct?
A That would be correct.
Q Do these appear to be the claims that were submitted by the patrons as a result of the letter, Exhibit No. 1A?
A That would be correct.
Q And all of these appear to be the same claims and the same letters you recall when you put this exhibit together?
A Yes, they are.
MR. FRAZIER: I would move to enter

Exhibit No. 1, including Nos. 1A through No. 1BA
MS. WIEST: Does anyone have any objections to the admission of all these exhibits? If not, they will be admitted.
QUESTIONS BY MR. FRAZIER:
Q Have you reviewed the claims that were filed by the patrons in this case, Bob?
A Yes, I have.
Q Did you review the claims and compare them to the company records in order to make the recommendations that this hearing was noticed for today?
A Yes, I did.
Q Did you prepare a summary of those recommendations?
A Yes, I did.
Q Staff Exhibit No. 2 is a summary of all the claims and recommendations. Are you familiar with this document here?
A Yes, I am.
Q Could you please describe it?
A What this Staff Exhibit No. 2 essentially does is it presents the filed claims and staff recommendations on those claims for the different bonding periods in this matter.

Q Does this appear to be the same exhibit and same contents as when you prepared it?
A Yes, it does.
MR. FRAZIER: I would move to enter Staff Exhibit No. 2.
MR. SAM SCHAUER: I object.
MS. WIEST: What is your objection?
MR. SAM SCHAUER: I'm Sam Schauer from Leola. I object. I represent Jake Schauer, that's my brother. We're partners. And Sam, that's me. We got on this stock and we weren't issued any stock.
MR. FRAZIER: I would submit that this exhibit is not being entered for the purpose of proving whether he did or did not have stock. I think that would go to the particular claim itself. We're merely entering this as evidence of the summary of the recommendations and not a claim of whether the stock is or is not valid. I believe that's an issue that could be raised before the Commission at the time that the claim itself is being presented.
MR. ARNOLD SCHURR: I raise the same objection. I'm Arnold Schurr. I would object for the same reasons as Mr. Schauer did. I represent

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myself and my son, Steve. We were never issued any stock. Some people came to see us, Cody. He was an ex-secretary of agriculture and they came and put the hard sell on us and talked us into converting over to this stock business, but it never was done to my knowledge. Yet, in your document, it says that ours was converted to stock.

I don't think that's fair. It's not right. We delivered sunflowers. We never were paid.

MS. WIEST: At this point, I believe, since this is a recommendation, the Commission will allow it into evidence. Of course, Mr. Schauer and Mr. Schurr will have an opportunity to put your testimony on the record, what actually happened in that case. Staff Exhibit No. 2 will be admitted.

QUESTIONS BY MR. FRAZIER:

Q As in this particular circumstance, were there instances where your recommendations didn't match the claim form that was filed by the patrons in this case?

A Yes, there were.

Q Did you prepare anything to document your reasons why your recommendations varied from the

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patrons' claims?

A Yes, I did.

Q This document is what's been premarked as Staff Exhibit No. 3. Does this document look familiar to you?

A Yes, it does.

Q Could you please describe it?

A Staff Exhibit No. 3 is documentation for staff changes to file proof of claims by the potential claimant or would be additional clarification to proof of claims that were filed by the potential claimants in this matter.

Q Does this exhibit appear to have the same contents, be the exact same exhibit that you prepared?

A Yes, it does.

MR. FRAZIER: I would move to enter Staff Exhibit No. 3.

MS. WIEST: Are there any objections to Staff Exhibit No. 3? If not, it will be admitted.

QUESTIONS BY MR. FRAZIER:

Q Given that you prepared these exhibits for the purpose of making recommendations, are you prepared to proceed to make the formal recommendations?

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A Yes, I am.

Q I would direct your and everybody's attention to Staff Exhibit No. 2 where you have prepared a detailed summary of your specific recommendations. Skipping No. 2's first, I'd like to move on to No. 2B. Could you please describe what Staff Exhibit No. 2B is, Bob?

A Yes. Staff Exhibit No. 2B is the filed claims of staff recommendations for the bonding period of July 1, 1995 through June 30, 1996.

Q So Staff Exhibit No. 2B is just for one specific bonding period, July 1, 1995 to June 30, 1996?

A That would be correct.

Q As we go through Staff Exhibit Nos. 2B, 2C, and 2D, you'll be basically walking us through the specific bonding periods; is that correct?

A That's correct.

Q The only name on Exhibit No. 2B is Bert Raap. Could you please give your recommendation regarding the claim of Bert Raap?

A Yes, I can. Bert Raap is claiming an amount of $33,848.33 for seed wheat on Deferred Payment Contract Nos. 2437 and 4497; in an amount of $11,179.43 for sunflowers on Deferred Contract

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Nos. 2439 and 4497. The company records would support these amounts.

The company records will also show that these amounts were converted to subscription agreement for common stock. Deferred payment contracts are not protected from South Dakota statutory bond coverages per SDCL 49-45-9.

It is also staff's opinion that once the grain payables were converted to common stock, they are no longer a grain payable. Per SDCL 49-45-1.1, subsection 2, the definition of grain will not include grain that has been cleaned, processed, and specifically identified for intended use of planting for reproduction and for which a grain warehouse receipt has not been issued.

It is staff's opinion that the seed wheat would fall in this category and would not be covered by the Grain Dealer Bond. Staff would recommend that Mr. Raap does not have a valid claim.

Q And your documentation from the company records would then be found in Exhibit No. 3A; is that correct?

A That would be correct.

Q Is that it for this bonding period?

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A Yes, it is.
Q I'd like to direct your attention to Staff Exhibit No. 2C. Could you describe this exhibit?
A Yes. Staff Exhibit No. 2C are filed claims and staff recommendations for the bonding period of July 1, 1996 through June 30, 1997.
Q The first name is Bert Raap. Could you describe your recommendation there?
A Yes. Bert Raap is claiming an amount of $17,741.97 for sunflowers on Deferred Payment Contract Nos. 4497 and 4496 in an amount of $10,888.93 for sunflowers on assembly sheet Nos. 1839 and 1954. The company records would support these amounts but the company records show that Mr. Raap entered into Deferred Payment Contract No. 4479 for the sunflowers in the amount of $10,888.93 per assembly sheet Nos. 1838 and 1854.

The company records also show that the amount $17,741.97 was converted to a subscription agreement for common stock. Deferred payment contracts are not protected by South Dakota statutory bond coverages per SDCL 49-45-9 entitled to the grain passage to buyer upon delivery.

It is also staff's opinion that once

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the grain payables were converted to common stock, they are no longer a grain payable. Staff would recommend that Mr. Raap does not have a valid claim.
Q Would documentation for that be found in Staff Exhibit No. 3A?
A That would be correct.
Q Jerry Raap?
A Jerry Raap is claiming an amount of $22,235.55 for sunflowers on Deferred Payment Contract Nos. 2449 and 4463. The company records would support this amount. The company records also show that this amount was transferred to a promissory note on September 20, 2000. Per a phone conversation with Larry Wheeting on August 30, 2001, Mr. Wheeting indicated that the promissory notes were entered into with the understanding that if the financing package did not go through, the debt would revert back to a grain payable. In addition, the company via a letter dated October 30, 2000 to all current note holders stated that an exact commencement date on the note payments is not listed and until confirmation and completion of a loan application is done, no certain date can be listed.

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This wording substantiates Mr. Wheeting's statement that the promissory notes would not be effective unless the financing package was approved. Deferred payment contracts are not protected by South Dakota statutory bond coverages per SDCL 49-45-9 entitled to the grain passage to buyer upon delivery. Staff would recommend that Mr. Raap does not have a valid claim.
Q Would documentation for that be found in Staff Exhibit No. 3B?
A That would be correct.
Q Is that it for this bond period?
A Yes.
Q On to Staff Exhibit No. 2D, could you please describe this exhibit, Bob?
A Staff Exhibit No. 2D is filed claims and staff recommendations for the bonding period of July 1, 1997 through June 30, 1998.
Q And the claim of Fred Wolken, Jr.?
A Fred Wolken, Jr. Is claiming an amount of $751.20 for cracked corn. The company records would support this amount.

It is the staff's opinion that the cleaned and cracked corn has been processed and will not fall under the jurisdiction of the

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Commission because the grain is not in its original state. Staff would recommend that Mr. Wolken does not have a valid claim.
Q Documentation for that would be found in Staff Exhibit No. 3AI; is that correct?
A Yes.
Q Is that it for that bonding period?
A Yes.
Q Could you describe Staff Exhibit No. 2E?
A Yes. Staff Exhibit No. 2E are filed claims and staff recommendations for the bonding period of July 1, 1998 through June 30, 1999.
Q And the claim of Miles Bretsch?
A Miles Bretsch is claiming an amount of approximately $24,000 for sunflowers. The company records show an amount of $23,778.24. Staff recommends that $23,778.24 is a valid claim.
Q In comments you note that the difference is due to the estimate made by the producer; is that correct?
A That's correct.
Q But the company records with the $23,778.24 would be found in Staff Exhibit No. 3Z; is that correct?
A Yes.

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Q Kjerstad Farm Partnership for Stephanie Kjerstad.

MR ARNDT: Kelly, I don't mean to interrupt. I don't know if it would be your position or the Commission's position that if we have questions for Bob regarding individual claims, which I would have just a few on Staff Exhibit No. 2E, should we make them now before moving on to the next claim or would you rather I wait until you're finished?

MS. WIEST: I think it would be easier if you would wait until he's finished.

QUESTIONS BY MR. FRAZIER:

Q All right. Kjerstad Farm Partnership then please?

A Kjerstad Farm Partnership, Stephanie Kjerstad, is claiming an amount of $15,591.63 for safflower and $2,423.37 for interest. The company records would support the $15,591.63 for the safflower.

Staff recommends that $15,591.63 is a valid claim. Interest charges are not covered by the bond, which is for the specific purposes of grain purchases.

Q Lazy BS, LLP for Stan Anderson.

A Lazy BS, LLP, Stan Anderson, is claiming an

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amount of $5,500 for sunflowers and an amount of $964 for interest. The company records would support the amount of $5,500 for the sunflowers.

Staff would recommend that $5,500 is a valid claim. The interest charges are not covered by the bond which is for the specific purpose of grain purchases.

Q And company documentation would be found in Staff Exhibit No. 3AB; is that correct?

A Correct.

Q Gary Tiegs.

A Gary Tiegs is claiming an amount of $8,937.13 for millet. The company records would support this amount. Staff recommends that $8,937.13 is a valid claim.

Q The company documentation would be Staff Exhibit No. 3AF, above and beyond that provided by Mr. Tiegs; is that correct?

A That's correct.

Q D&M Grain.

A D&M Grain is claiming an amount of $1,500 for durum and an amount of $191.25 for service charge. The company records show an amount of $2,010.33 for the durum. The company records also show that D&M Grain has an accounts receivable balance of $123.

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Staff recommends that the $1,887.33, which is the net of the grain payable in the accounts receivable is a valid claim. The service charges are not covered by the bond, which is for the specific purpose of grain purchases.

Q So there was an offset of an accounts receivable, money due to Wheetco in this case; is that correct?

A That's correct.

Q Could you please describe how you came to offset these debts and balances?

A Yes, I can. What I did was I got in contact with William Pfeiffer, who is a Trustee in the Chapter 11 bankruptcy. Essentially, what I did was ask him if he would be willing to offset the accounts receivable against the accounts payable in this matter and he was willing to do so. Essentially, part of Exhibit No. 3AH would include a letter that basically said that he would agree with this method.

Q So the Trustee agreed to let you take money that was owed to Wheetco and money that was owed from Wheetco and balance them out?

A That would be correct.

Q Is that the last claim for this bonding

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period?

A Yes, it is.

Q I'd like to direct your attention to Staff Exhibit No. 2F. Could you please describe that exhibit?

A Yes. Staff Exhibit No. 2F are filed claims and staff recommendations for the bonding period of July 1, 1999 through June 30, 2000.

Q And the claim of Bert Raap?

A Bert Raap is claiming an amount of $8,957.16 for sunflowers. The company records would support this amount. The company records also show that $8,930.27 of the $8,957.16 was converted to a subscription agreement for common stock; the balance of $26.89 remaining fully payable.

It is staff's opinion that once the grain payables were converted to common stock, they are no longer a grain payable. Staff would recommend that $26.89 is a valid claim.

Q Documentation for this would be found in Staff Exhibit No. 3A?

A Yes.

Q North Central Farmers Elevator.

A North Central Farmers Elevator is claiming an amount of $12,768.08 for millet and sunflowers.

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The company records show an amount of $12,096.10. The difference is due to dockage and a prepaid balance for rye purchased. Staff would recommend that $12,096.10 is a valid claim.
Q Further documentation would be found in Staff Exhibit No. 3F; is that correct?
A Yes.
Q Kent Holler.
A Kent Holler is claiming an amount of $3,200.55 for sunflowers. The company records show an amount of $3,175.02. The difference is due to the sunflower checkoff not being deducted before the check was written. Staff would recommend that $3,175.02 is a valid claim.
Q Documentation would be found in Staff Exhibit No. 3G?
A Yes.
Q Sam Schauer.
A Sam Schauer is claiming an amount of $47,749.93 for sunflowers. The company records would support this amount. The company records also show that Mr. Schauer signed a subscription agreement for common stock which converted $45,250 out of the $47,749.93 grain payable for 905 shares of common stock, leaving a grain payable balance of

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$2,499.93.
The company records also show that there was a $10.99 payer on assembly sheet No. 3250. The grain payable balance becomes $2,488.94 after incorporating the error. Wheetco stock register at May 31, 2000, which was introduced as Exhibit 14 at the hearing held in July of 2000 on Docket No. GD001 in the matter of the application of Wheetco, Inc. for a grain dealer license and set in the amount of applicant's bond, would support that the Schauer's -- Sam, 905 shares; and Jake, 595 shares -- have an ownership interest of 1,500 shares of stock in Wheetco.
It is staff's opinion that once the grain payables were converted to common stock, they are no longer a grain payable.
MR. SAM SCHAUER: I object to that.
MS. WIEST: What is your objection?
MR. SAM SCHAUER: There's no stock.
MS. WIEST: At this point, I will overrule your objection. You will have an opportunity to testify on the record.
QUESTIONS BY MR. FRAZIER:
Q Go ahead.
A Staff would recommend that $2,488.94 is a

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valid claim.
Q And your documentation for this would be found in Staff Exhibit No. 3H; is that correct?
A Yes.
Q Jake Schauer please.
A Jake Schauer is claiming an amount of $29,751.42 for sunflowers. The company records would support this amount. The company records also show that Mr. Schauer signed a subscription agreement for common stock which converted $29,750 out of $29,751.42 grain payable for 595 shares of common stock, leaving a grain payable balance of $1.42.
Wheetco stock register on May 31, 2000 in Docket No. GD001 in the matter of the application of Wheetco, Inc. for a grain dealer license in setting the amount of applicant's bond would support that the Schauer's -- Sam, 905 shares; and Jake, 595 shares -- have an ownership interest of 1,500 shares of stock in Wheetco.
It is staff's opinion that once the grain payables were converted to common stock, they are no longer a grain payable. Staff would recommend that $1.42 is a valid claim.
Q And documentation for this would be found in

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Staff Exhibit No. 3I; is that correct?
A Yes.
Q Jim Schauer.
A Jim Schauer is claiming an amount of $9,331.60 for sunflowers. The company records would support this amount. The staff recommends that $9,331.60 is a valid claim.
Q It appears that Mr. Schauer received NSF checks; is that correct?
A Yes.
Q Mike Knoll.
A Mike Knoll is claiming an amount of $11,613.66 for sunflowers. The company records would support this amount. The company records also show that Mr. Knoll has an accounts receivable balance of $2,000.50.
Staff recommends that $9,613.16, which is the net of the grain payable and accounts receivable, is a valid claim.
Q The documentation for that would be found in Staff Exhibit No. 3L; is that correct?
A Yes.
Q Don Hearnen.
A Don Hearnen is claiming amounts of $27,793.36 for sunflowers. The company records would support

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this amount. The company records also show that October 16, 2000, Mr. Hearnen converted $22,857.37 out of the $27,793.36 grain payable to promissory note, leaving a grain payable balance of $4,935.97.

Per phone conversation with Larry Wheeting on August 30, 2001, Mr. Wheeting indicated that the promissory notes were entered into with the understanding that if the financing package did not go through, then the debt would revert back to a grain payable. In addition, the company via a letter dated October 30, 2000 to all current note holders stated that an exact commencement date on the note payments is not listed and until confirmation and completion of the loan application is done, no certain date can be listed.

This wording substantiates Mr. Wheeting's statement that the promissory notes would not be effective unless the financing package was approved. Staff recommends that $27,793.36 is a valid claim.

Q And it appears that he also received NSF checks?

A Yes.

Q The documentation for this would be found in Staff Exhibit No. 3M; is that right?

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A Staff Exhibit No. 3M.

MR. FRAZIER: As a side note, the Shauer's have stated their objections. I think it's only fair that they have a copy of Staff Exhibit Nos. 3H and 3I so they can see the documentation that Bob has for those recommendations so they're prepared for their objection.

Q Merritt Patterson & Sons/Dale Patterson.

A Merritt Patterson & Sons/Dale Patterson are claiming an amount of $14,845.05 for safflower. The company records would support this amount. Mr. Patterson also submitted evidence of the transfer of $14,845.05 grain payable to a promissory note on October 4, 2000. Per phone conversation with Larry Wheeting on August 30, 2001, Mr. Wheeting indicated that the promissory notes were entered into with the understanding that if the financing package did not go through, then the debt would revert back to a grain payable.

In addition, the company via a letter dated October 30, 2000 to all current note holders stated that exact commencement date on the note payments is not listed and until confirmation and completion of the loan application is done, no

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certain date can be listed. This wording substantiates Mr. Wheeting's statement that the promissory notes would not be effective unless the financing package was approved. Staff recommends that $14,845.05 is a valid claim.

Q Documentation for this would be found in Staff Exhibit No. 3O; is that correct?

A Yes.

Q KSP Farms, Inc., Kevin Swanson.

A KSP Farms, Inc., Kevin Swanson, is claiming an amount of $3,573.77 for sunflowers. The company records would support this amount. Staff recommends that $3,573.77 is a valid claim.

Q It appears in this case that KSP Farms received an NSF check from Northern Prairie Seeds; is that correct?

A Yes.

Q So it appears that they were using Northern Prairie Seeds' checks to pay off Wheeteo debts; is that what it appears to be?

A Yes.

Q Clark Roeber.

A Clark Roeber is claiming an amount of $15,246.45 for sunflowers. The company records would support this amount. Staff recommends that

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$15,246.45 is a valid claim.

Q It appears that Mr. Roeber also received NSF checks; is that correct?

A Yes.

MR. CLARK ROEBER: May I ask a question here please?

MS. WIEST: You will have an opportunity to ask questions when he's done. Can you wait until then?

MR. CLARK ROEBER: Yes.

MR. FRAZIER: Would you like a copy of the documentation for this claim, Mr. Roeber?

MR. CLARK ROEBER: No, that's all right. I just wondered why there was no documentation for this in that column and the entire amount -- I'll wait until he's done.

QUESTIONS BY MR. FRAZIER

Q Joel Durheim from First National Bank of Frederick.

A Joel Durheim is claiming an amount of $6,305.10 for sunflowers. The company records would support this amount. Staff recommends that $6,305.10 is a valid claim.

Q It appears that Mr. Durheim received NSF checks?

A Yes.
Q And there's nothing in the documentation column in that claim because your recommendation matches the claim that was filed, right?
A That's correct.
Q And there was no supplemental information available in the company records to document?
A That's correct.
Q Joe Cameron.
A Joe Cameron did not claim an amount for this bonding period. The company records show an amount of $5,038.57 for millet. The company records also show Mr. Cameron has an accounts receivable balance of $1,850.08. Staff recommends that $3,188.49, which is the net of the grain payable and the accounts receivable, is a valid claim.
Q Company documentation would be found in Staff Exhibit No. 3R; is that correct?
A Yes.
Q On page 2 of this exhibit, Owen Elsen.
A Owen Elsen is claiming an amount of $9,209.79 for sunflowers. The company records would support this amount. The company records also show that Mr. Elsen has an accounts receivable balance of $1,138.50. The staff recommends that $8,071.29,

which is the net of the grain payable and the accounts receivable, is a valid claim.
Q Company documentation would be found in Staff Exhibit No. 3T?
A Correct.
Q Bottum Brothers.
A Bottum Brothers is claiming an amount of $14,656.91 for sunflowers. The company records would support this amount. Staff recommends that $14,656.91 is a valid claim.
Q In Staff Exhibit No. 3U we would find documentation above and beyond that provided by the producer in this case from the company records?
A Yes.
Q KH, Inc.
A KH, Inc. is claiming an amount of $4,002.11 for sunflowers. The company records show an amount of $3,950. The difference is due to the sunflower checkoff and adjustment for stock transfer fee of $7.99. Staff recommends that $3,950 is a valid claim.
Q And Staff Exhibit No. 3B is the company documentation, correct?
A Yes.
Q Witten Feed and Grain.

A Witten Feed and Grain is claiming an amount of $4,804.80 for milo. The company records show $4,290.49 for the milo and $511.74 for freight.
Staff recommends that $4,290.49 is a valid claim. Freight is not covered by the bond, which is for the specific purpose of grain purchases.
Q And documentation would be found in Staff Exhibit No. 3W, correct?
A Yes.
Q Clarence Wagner.
A Clarence Wagner is claiming an amount of $21,095.43 for sunflowers. The company records would support this amount. Staff recommends that $21,095.43 is a valid claim.
Q Mark Saunders.
A Mark Saunders is claiming an amount of $2,262.54 for sunflowers. The company records would support this amount. Staff recommends that $2,262.54 is a valid claim.
Q Clem Handcock please.
A Clem Handcock is claiming an amount of $3,005.32 for millet plus interest charges. The company records show an amount of $3,005.64 for the millet.

Staff recommends that $3,005.64 is a valid claim. Interest charges are not covered by the bond, which is for the specific purpose of grain purchases.
Q Documentation is found in Staff Exhibit No. 3AC?
A Yes.
Q The Schurr's please.
A The Schurr's are claiming an amount of $95,601.11 for sunflowers. The company records show $96,050. The differences are due to the following: (1) The Schurr's not deducting the sunflower checkoff in the amount of $233.27; (2) The amounts of $27,133.93 and $15,152.32 claimed by the Schurr's were transferred to assembly sheet No. 3085. The total amount due was increased by $674.15; (3) There was added back $7.99 on adjustment for stock transfer.
The company records also show that Mr. Schurr signed a subscription agreement for common stock which transferred the $96,050 grain payable for 1,921 shares of common stock.
MR. ARNOLD SCHURR: Excuse me, you're talking about a man who can't even hear you. Speak up. I just want to be sure I can testify

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later.
MR. KNADLE: Would you like me to start over on your recommendation?
MR. ARNOLD SCHURR: No, go ahead. I know good enough what they are.
QUESTIONS BY MR. FRAZIER:
Q Are you finished with that claim yet, Bob?
A No. The company records also show that Mr. Schurr signed a subscription agreement for common stock, which transferred the $96,050 grain payable for 1,921 shares of common stock. Wheetco stock register on May 31, 2000, which was introduced as Exhibit No. 14 at the hearing held in July, 2000, Docket No. GD001 in the matter of the application of Wheetco, Inc. for a grain dealer license and set in the amount of applicant's bond, would support that the Schurr's have an ownership interest of 2,000 shares of stock in Wheetco.
It is staff's opinion that once the grain payables were converted to common stock, they are no longer a grain payable. Staff would recommend that the Schurr's do not have a valid claim.
Q Documentation would be found in Staff Exhibit No. 3AD, correct?

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A Yes.
Q Rix Farms, Inc.
A Rix Farms is claiming an amount of $62,672.12 for sunflowers. Some certified Oxen wheat, certified Ignot wheat, certified Russ wheat and wheat. The company records would support this amount.
Per SDCL 49-45-1.1, subsection 2, the definition of grain would not include grain that has been cleaned, processed, or specifically identified for intended use of planting for reproduction and for which a grain warehouse receipt has not been issued. It is staff's opinion that the certified Ignot wheat in the amount of $13,022.67; the certified Russ wheat in the amount of $20,926.80; and the certified Oxen wheat in the amount of $14,227.35 would fall in this category and would not be covered by the grain dealer bond.
The company records also show that Rix Farms transferred $60,846.03 out of the $62,672.12 grain payable to a promissory note on October 6, 2000. Per phone conversation with Larry Wheeting on August 30, 2001, Mr. Wheeting indicated that the promissory notes were entered into with the understanding that if the financing package did

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not go through, the debt would revert back to a grain payable.
In addition, the company via a letter dated October 30, 2000 to all current note holders stated that exact commencement date on the note payments is not listed and until confirmation and completion of the loan application is done, no certain date can be listed. This wording substantiates Mr. Wheeting's statement that the promissory notes would not be effective unless the financing package was approved. Staff would recommend that $14,495.30 is a valid claim.
Q Documentation for that would be found in Staff Exhibit No. 3AE?
A That's correct.
Q Erickson Farms.
A Erickson Farms is claiming an amount of $4,200.40 for wheat and approximately $450 for trucking. The company records show an amount of $3,822 for millet and an amount of $353.62 for wheat, for a total amount due of $4,175.62. Staff recommends that $4,175.62 is a valid claim. Trucking is not covered by the bond, which is for the specific purpose of grain purchases.
Q Documentation would be found in Staff Exhibit

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No. 3AG; is that correct?
A Yes.
Q D&M Grain.
A D&M Grain is claiming an amount of $67,77870 for sunflowers; an amount of $8,199.60 for oats; an amount of $30,579.82 for millet; an amount of $478 for service charge. Company records show an amount of $8,331 for oats; an amount of $61,613.70 for sunflowers; an amount of $25,483.19 for millet.
The difference of $6,165 for the sunflowers is related to payments made by the company not included in the proof of claim filed by D&M Grain. The difference of $131.40 for oats is due to the price per bushel. The difference of $5,096.63 for the millet is due to the price per pound. D&M Grain is claiming 9 cents and Wheetco is showing 7-1/2 cents per phone call to Larry Wheeting on October 4, 2001.
The company records also show that D&M Grain has an accounts receivable balance of $1,122.60. Staff recommends that $94,305.29, which is the net of the grain payables of $8,331 for oats; $61,613.70 for sunflowers; and $25,483.19 for millet, and the accounts receivable balance of $1,122.60 is a valid claim. Services charges are

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not covered by the bond, which is for the specific purpose of grain purchases.
Q Documentation for that would be found in Staff Exhibit No. 3AH?
A Yes.
Q Is that it for that bonding period?
A Yes, it is.
MR. FRAZIER: People will be given an opportunity to ask Bob questions on their own and we request that anybody who wishes to discuss matters would do so out in the hall where they won't interrupt the testimony and other people's ability to hear the testimony.
Q Could you describe Staff Exhibit No. 2G please?
A Yes, Staff Exhibit No. 2G is filed claims and staff recommendations for the bonding period of July 1, 2000 through June 30, 2001.
Q Would you give your recommendation for the claim of Roger Hurlbert please?
A Yes. Roger Hurlbert is claiming an amount of $4,436.37 for sunflowers. The company records show an amount of $4,231.50. The difference is due to dockage and the sunflower checkoff. Staff would recommend that $4,231.50 is a valid claim.

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Q And the documentation for that would be found in Staff Exhibit No. 3C; is that correct?
A Yes.
Q Russ Hurlbert please.
A Russ Hurlbert is claiming an amount of $2,957.58 for sunflowers. The company records show an amount of $2,821. The difference is due to dockage and the sunflowers checkoff. Staff would recommend that $2,821 is a valid claim.
Q Company documentation would be found in Staff Exhibit No. 3D; is that correct?
A Yes.
Q Gary Meikeljohn.
A Gary Meikeljohn is claiming an amount of $23,639.64 for sunflowers. The company records show an amount of $23,468.64. The difference is due to the sunflowers checkoff and pounds on scale ticket No. 11370.
The company records also show that this amount was transferred to a promissory note on October 10, 2000. Per phone conversation with Mr. Wheeting on August 30, 2001, Mr. Wheeting indicated that the promissory notes were entered into with the understanding that if the financing package did not go through, then the debt would

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revert back to a grain payable.
In addition, the company via a letter dated October 30, 2000 to all current note holders stated that exact commencement date on the note payments is not listed and until confirmation and completion of the loan application is done, no certain date can be listed.
This wording substantiates Mr. Wheeting's statement that the promissory notes would not be effective unless the financing package was approved. Staff recommends that $23,468.64 is a valid claim.
Q The documentation for that claim would be found in Staff Exhibit No. 3E; is that correct?
A Yes.
Q The Duenwald Brothers/Bank of Hoven.
A Duenwald Brothers is claiming an amount of $2,904.18 for sunflowers. The company records would support this amount. Staff recommends that $2,904.18 is a valid claim.
Q Warner Coop Elevator.
A Warner Coop Elevator is claiming an amount of $4,431.53 for millet. The company records would support this amount. Staff recommends that $4,431.53 is a valid claim.

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Q The claim of PENCO of South Dakota.
A PENCO of South Dakota is claiming an amount of $19,742.64 for sunflowers and an amount of $4,893.56 for trucking. The company records would support the $19,742.64 for the sunflowers. Trucking is not covered by the bond, which is for the specific purpose of grain purchases. Staff recommends that $19,742.64 is a valid claim.
Q The claim of Densley Zambo.
A Densley Zambo is claiming an amount of $8,079.75 for sunflowers. The company records show an amount of $7,668.47. The difference is due to dockage and the sunflower checkoff. Staff would recommend that $7,668.47 is a valid claim.
Q Company documentation would be found in Staff Exhibit No. 3J; is that correct?
A Yes.
Q Your recommendation for the Holyoke Coop Association?
A The Holyoke Coop Association is claiming an amount of $17,315.65 for millet. The company records would support this amount. The company records also show that Holyoke Coop Association has an accounts receivable balance of $4,837.92. Staff recommends that $12,477.73, which is the net of the

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grain payable and accounts receivable, is a valid claim.
Q So this is one where there was a setoff, correct?
A Yes.
Q Documentation for that would be found in Staff Exhibit No. 3K?
A Yes.
Q Your recommendation for Fred Eisenbraun/First Western Bank?
A Fred Eisenbraun is claiming an amount of $5,820 for safflower. The company records show an amount of $5,659.15. The difference is due to dockage and the safflower checkoff. Staff recommends that $5,659.15 is a valid claim.
Q With documentation found in Staff Exhibit No. 3N?
A Yes.
Q RDZ Farms, Inc.
A RDZ Farms, Inc. is claiming an amount of $6,138.31 for the millet. Company records would support this amount. Staff recommends that $6,138.31 is a valid claim.
Q This was another NSF case; is that true?
A Yes.

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Q The NSF in this case came from Northern Prairie Seeds; is that right?
A Correct.
Q Merritt Patterson & Sons, Dale Patterson.
A Merritt Patterson & Sons, Dale Patterson, are claiming an amount of $5,339.17 for safflower. The company records would support this amount.
Mr. Patterson also submitted evidence of transfer of the $5,339.17 grain payable to promissory note on October 4, 2000. Per phone conversation with Larry Wheeting on August 30, 2001, Mr. Wheeting indicated that the promissory notes were entered into with the understanding that if the financing package did not go through, the debt would revert back to a grain payable.
In addition, the company via a letter dated October 30, 2000 to all current note holders stated that exact commencement date on the note payments is not listed and until confirmation and completion of the loan application is done, no certain date can be listed. This wording substantiates Mr. Wheeting's statement that the promissory notes will not be effective unless the financing package was approved. Staff recommends that $5,339.17 is a valid claim.

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Q Documentation above and beyond that provided by the claimant would be found in Staff Exhibit No.4k 3O; is that correct?
A Yes.
Q Gaylon Goldin.
A Gaylon Goldin is claiming an amount of $4,782.81 for sunflowers. The company records would support this amount. Staff recommends that $4,782.81 is a valid claim.
Q Paoli Farmers Coop.
A Paoli Farmers Coop is claiming an amount of $3,190.80 for red millet. The company records would support this amount. Staff recommends that $3,190.80 is a valid claim.
Q Again, company documentation above and beyond that provided by Paoli Farmers Coop would be found in Staff Exhibit No. 3S; is that correct?
A That's correct.
Q On to page 2 of Staff Exhibit No. 2G, B&L Gorman/First State Bank of Gackle.
A B&L Gorman is claiming an amount of $14,283.20 for sunflowers. The company records would support this amount. Staff recommends that $14,283.20 is a valid claim.
Q This was a bad Northern Prairie Seeds' check;

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is that correct?
A Yes.
Q Carl Peterson.
A Carl Peterson is claiming an amount of $3,076.16 for sunflowers. Company records would support this amount. Staff recommends that $3,076.16 is a valid claim.
Q Leo Naber.
A Leo Naber is claiming an amount of $6,575.56 for millet. Company records would support this amount. Staff recommends that $6,575.56 is a valid claim.
Q This was yet another one with a Northern Prairie Seeds' check; is that correct?
A Yes.
Q Roger Vandervorste.
A Roger Vandervorste is claiming an amount of $29,511.49 for sunflowers. Company records would support this amount. Company records also show that on October 12, 2000, Mr. Vandervorste signed a promissory note for this amount.
Per phone conversation with Larry Wheeting on August 30, 2001, Mr. Wheeting indicated that the promissory notes were entered into with the understanding that if the financing package did

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not go through, then the debt would revert back to a grain payable. In addition, the company via a letter dated October 30, 2000 to all current note holders stated that an exact commencement date on the note payments is not listed and until confirmation and completion of the loan application is done, no certain date can be listed.

This wording substantiates Mr. Wheeting's statement that the promissory notes will not be effective unless the financing package was approved. Staff recommends that $29,511.49 is a valid claim.

Q The documentation for that would be found in Staff Exhibit No. 3P; is that correct?

A Yes.

Q Jim Faulstich of American State Bank of Pierre.

A Jim Faulstich is claiming an amount of $15,599.82 for sunflowers. Wheeteo records show an amount of $11,843.27. The difference is due to assembly sheet No. 3220 in the amount of $3,756.55 being claimed by Mr. Faulstich, and the check cleared the bank. Staff recommends that $11,843.27 is a valid claim.

Q With documentation found in Staff Exhibit

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No. 3Q; is that correct?

A Yes.

Q Joe Cameron.

A Joe Cameron is claiming an amount of $7,884.80 for millet. The company records show an amount of $8,255.63. The differences are due to dockage, price per pound, and Mr. Cameron not including scale ticket Nos. 11410 and 11415. The company records also show Mr. Cameron has an accounts receivable balance of $3,962.40. Staff recommends that $4,293.23, which is the net of the grain payable of $8,255.63 and the accounts receivable of $3,962.40, is a valid claim.

Q Documentation of that would be Staff Exhibit No. 3R; is that correct?

A Yes.

Q Clayton Kjerstad.

A Clayton Kjerstad is claiming an amount of $18,736.80 for millet and $800 for trucking. Company records show an amount of $12,118.15 for the millet. The difference of $1,993.65 for scale ticket Nos. 11883, 11884, and 11723 is due to dockage of $659.72, a price difference of $1,333.96.

Company records show that scale

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ticket No. 11663 claimed by Mr. Kjerstad was paid by check No. 16648 in the amount of $5,893.02. Trucking charges are not covered by the bond, which is for the specific purpose of grain purchases. Staff recommends that $12,118.15 is a valid claim.

Q Documentation for that claim would be found on Staff Exhibit No. 3AJ, is that correct?

A Yes.

Q Farmers Oil Company.

A Farmers Oil Company is claiming an amount of $5,340.37 for sunflowers. The company records show an amount of $5,072.25. The difference is due to dockage and minor weight differences. Staff recommends that $5,072.25 is a valid claim.

Q With documentation in Staff Exhibit No. 3X; is that correct?

A Yes.

Q Kerwyn Holsing.

A Kerwyn Holsing is claiming an amount of $5,230.62 for sunflowers. Company records would support this amount. Staff recommends that $5,230.62 is a valid claim.

Q This was another bad Northern Prairie Seeds' check; is that correct?

A Yes.

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Q Myron Dieterle.

A Myron Dieterle is claiming an amount of $8,930.85 for sunflowers. Company records show an amount of $8,863.65. The difference is due to the sunflower checkoff and dockage on scale ticket Nos. 11374, 11402, and 11421. Staff recommends that $8,863.65 is a valid claim.

Q Documentation would be found in Staff Exhibit No. 3Y; is that accurate?

A Yes.

Q Again, we have another bad Northern Prairie Seeds' check?

A Yes.

Q Equinox Enterprises.

A Equinox Enterprises is claiming an amount of $9,971.74 for millet, less an amount of $4,085.76 for accounts receivable, for a net amount of $5,885.98. The company records would support this amount. Staff recommends that $5,885.98 is a valid claim.

Q There would be further documentation in Staff Exhibit No. 3AA, is that correct?

A Yes.

Q Finally, Clem Handcock please.

A Clem Handcock is claiming an amount of

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$25,734.05 for millet, plus contract storage charges of $1,744.11, plus freight of $779.20, minus $4,411.46 for corn, for a total claim of $23,845.90 plus interest charges. The company records show an amount of $25,721.37 for the millet.

The difference is due to minor balances on assembly sheet Nos. 3234, 3243, and 3244, and a minor difference in price on assembly sheet No. 3116. Staff recommends that the freight of $779.20 and the storage of $1,744.11 be deducted from the purchased corn of $4,411.46, leaving a balance due Wheetco of $1,881.18 to be offset against the grain payable of $25,721.37. This leaves a grain payable balance of $23,833.22.

Staff recommends that $23,833.22 is a valid claim. Interest charges are not covered by the bond, which is for the specific purpose of grain purchases.

Q Documentation for this would be found in Staff Exhibit No. 3AC; is that correct?

A Yes.

Q Is that the last claim for that bonding period?

A Yes, it is.

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Q I'd like to direct your attention back to the exhibit that we skipped, which is Staff Exhibit No. 2A. Could you please describe Staff Exhibit No. 2A, Bob?

A Yes. Staff Exhibit No. 2A is a summary of claims per staff for all the different bonding periods that we just went through. For example, on line 1, there's a bond license of a grain dealer effective for the period of July 1, 1995 through June 30, 1996 in the amount of $75,000.

Line 2 is staff recommended valid claims against the bond for this period, which can be found on Staff Exhibit No. 2B, which indicates zero. So there are no valid claims recommended by staff for this bonding period.

If we go on to line 4, this is a bond for license as a grain dealer effective for the period of July 1, 1996 through June 30, 1997 in the amount of $50,000.

Line 5 is staff recommended valid claims against the bond, which can be found on Staff Exhibit No. 2C, which has an amount of zero.

Line 6 would show the balance for that bond, which is $50,000, the same as the initial bond.

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Line 7 would be the bond for license as a grain dealer effective for the period of July 1, 1997 through June 30, 1998 in the amount of $75,000.

Line 8 is staff recommended valid claims against the bond, which can be found on Staff Exhibit No. 2D, which is in the amount of zero, which would leave a balance of $75,000 for that bond.

Line 10 would be the bond for license as a grain dealer effective for the period of July 1, 1998 through June 30, 1999 in the amount of $75,000.

Line 11 would be staff recommended valid claims against the bond in the amount of $55,694.33, which can be found on Staff Exhibit No. 2E. This would leave a balance of $19,305.67 for this bonding period, which would indicate that staff's recommended valid claims for this bonding period would be paid 100 percent.

Line No. 13 would be the bond for license as a grain dealer effective for the period of July 1, 1999 through June 30, 2000 in the amount of $75,000.

Line No. 14 is staff recommended

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valid claims against the bond in the amount of $277,993.86, which can be found on Staff Exhibit No. 2F. This would leave a balance of a negative $202,993.86 for this bonding period, which would indicate that the staff's recommended valid claims would have a payout ratio of approximately 27 cents on the dollar.

Line 16 would be the bond for license as a grain dealer effective for the period of July 1, 2000 to June 30, 2001 in the amount of $75,000.

Line 17 is staff's recommended valid claims against the bond in the amount of $233,442.71, which can be found on Staff Exhibit No. 2G. This would leave a negative balance of $158,442.71, which would indicate that staff's recommended valid claims against this bonding period would be paid approximately 32 cents on the dollar.

Q If the Commission and the Circuit Court ultimately decide that the amount of the valid claims exceeds the amount of bond for any particular bonding period, how would you recommend that that bond be distributed?

A Staff would recommend that the valid claims be

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paid on a pro rata basis from all the grain dealer bond proceeds and any interest earned on the same for that particular bonding period.
Q Other than these claims then, have you received any other claims from the publication or from any other patrons of Wheetco?
A No, I have not.
Q Can you think of any other issues regarding these recommendations that I haven't addressed in my questioning?
A No, I cannot.
MR. FRAZIER: Before I turn Bob over for cross-examination, I would request that any party asking questions of Bob state their name and spell it for the record. I also request that if any people do make statements on the record regarding their own claims, that they do so under oath. Other than that, I have no further questions of Bob.
MS. WIEST: At this time, we're going to open this up for questioning. Mr. Arndt, did you have any questions?
MR. ARNDT: I do. Once again, I'm Mark Arndt on behalf of Star Insurance Company. We had a chance to meet before the hearing began. I

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want to make a brief statement to the Commission before I begin just to relieve any concerns you might have about how long my questioning will take.
My client is mostly interested in the bond period beginning July 1, 1998 through June 30, 1999 listed on Staff Exhibit No. 2E. I do have some questions for Mr. Knadle regarding all five claims that are listed under that particular bond. That may take a few minutes, but I just want to relieve the Commission or anybody else here that I won't be going through the same exercise with the other two bonding periods, so we won't be here all day and night.
QUESTIONS BY MR. ARNDT:
Q Mr. Knadle, first of all, as you have testified, there appears to be five claims made under bond period listed on Staff Exhibit No. 2E; is that correct?
A Yes.
Q I'd like to start with the first one: Miles Bretsch. I think you testified in Staff Exhibit No. 2E that Mr. Bretsch made a claim for $24,000 and your recommendation to the Commission is that his claim is valid for $23,778.24; is that right?
A That was my recommendation.

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Q Can you just explain to me and to the Commission what documents you would have relied on to make that recommendation, what documents were submitted by Mr. Bretsch, and how you would have interpreted them? I guess, specifically, you have to refer to Staff Exhibit No. 3. Let's go ahead and do that.
A Miles Bretsch would have filed -- if you go to Staff Exhibit No. 1E, that's the proof of claim that he filed with the Commission. My recommendation would be on Staff Exhibit No. 3Z.
Q Specifically, I'd like to direct your attention to Staff Exhibit No. 3Z and the first page -- I think there are a number of pages that are attached to Staff Exhibit No. 3Z -- but the first page of Staff Exhibit No. 3Z, if you could get to that please.
A Okay.
Q Are you there?
A Yes.
Q On the left-hand column of Staff Exhibit No. 3Z -- First of all, the page that's actually marked Staff Exhibit No. 3Z, can you describe for me how you refer to that? I think it's referred to as "assembly sheet" at the top. Is that the term

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that you would use?
A Yes, it would be.
Q What is an assembly sheet?
A An assembly sheet takes the scale tickets that follow that and puts them on one page. Basically, it would congregate all those scale tickets on this assembly sheet.
Q On the left-hand column of that assembly sheet listed as Staff Exhibit No. 3Z, there appears to be four dates under the column noted "scale or reference numbers, date/test weight". Do you see those?
A Yes.
Q It appears, at least as I read the document, and I realize my print is a little bit soft, three of those four dates would be within this bonding period of July 1, 1998 through June 30, 1999. The fourth or last date listed would be outside that bonding period. Do you have any other explanation of that for me?
A I need to grab another file.
MR. FRAZIER: For clarification, are we talking about the one with the Staff Exhibit No. 3Z actually on it?
MR. ARNDT: Yes.

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A I can't read this copy very well either, but it appears that it says 6/9/2000. I'm going to look at the backup here just to make sure. I believe, if you look back one page where it says "No. 9952," it says $40,360 and shows a date of 6/9/99 there. I believe that's probably a typo on the assembly sheet.

Q So it would be your position that the page following Staff Exhibit No. 3Z, which would be part of Staff Exhibit No. 3Z, is a scale ticket numbered 9552; is that what you're referring to?

A Correct. It shows a weight of 4360 and if you go to the previous page, if you look at net weight, the item you're talking about shows 40,360. I believe that should be 6/9/99 instead of 6/9/2000.

MR. MILES BRETSCH: I'm Miles Bretsch and I'll testify that's what the case is. It somehow got wrong on the assembly sheet.

Q Good. I guess that answers that. Again, just so I'm clear and the record is clear, Mr. Knadle, you believe that that scale ticket of 9552 reflects the fourth entry on the assembly sheet that's actually dated 6/9/2000?

A Correct.

Q And you believe that because the numbers on

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the scale ticket correspond to that entry of what is listed as June 9, 2000?

A That's correct. They have the same net weight as that scale ticket does.

Q Let's go ahead and move to the next claim under this bond period, Kjerstad Farm Partnership. Can you tell the Commission what documents you relied on to make your recommendation for that claim?

A Staff Exhibit No. 1F.

Q Do you have Staff Exhibit No. 1F in front of you now, Mr. Knadle?

A Yes.

Q There are a number of documents that actually accompany Staff Exhibit No. 1F, more than one page; is that right?

A Correct.

Q That takes care of my questions for that claim. Let's move to Lazy BS. LLP/Stan Anderson. Can you again state for the record the documents you relied on in making your recommendation for that claim?

A Staff Exhibit Nos. 1G and 3AB.

Q Let's move on to the claim of Mr. Tiegs. Can you tell the Commission which documents you relied

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on for that claim?

A Staff Exhibit No. 1H and 3AF.

Q And then the last claim on Staff Exhibit No. 2 is a claim for D&M Grain. Can you tell the Commission what exhibits you relied on to make that recommendation?

A Staff Exhibit No. 1I and 3AH.

Q Can you explain to the Commission and to myself the difference in your recommendation on D&M Grain's claim. I think the amount of the claim it looks like is $1,691.25, yet the amount of your recommendation actually exceeds that amount of the claim. Can you explain the difference please?

A Yes, I can. D&M Grain submitted one proof of claim but it falls under different bonding periods. They had one that fell in this bonding period and one, I think, that would fall in the next bonding period. Basically, what the difference would be, D&M claimed an amount for $1,500 for durum and an amount of $191.25 for service charge.

The company records would show an amount of $2,010.33 for the durum. They also had an accounts receivable balance of $123 for that bonding period. That would be basically the difference between the two claims.

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Q Can you show me specifically which document it is that you're looking at for that testimony you just gave?

A Yes. If you go to Staff Exhibit No. 3AH, you will run into a page that's called "Durum," a handwritten one.

Q I'm assuming your Staff Exhibit No. 3AH is in the same order as mine. Can you give me an idea of how many pages it is?

A It's toward the back.

Q I've been handed a copy by Mr. Frazier and I'm sure that is included in my documents. Tell me again what figures you were relying on in that document to explain the testimony you just gave in response to my last question.

A Essentially, what this handwritten page does is it shows what the balance was for the company and the backup for that would be found on the next page back from that on assembly sheet No. 2684. That's the $2,010 for that durum.

Q Do you know whose handwriting this is on the handwritten sheet under Staff Exhibit No. 3AH?

A Mine.

Q So explain to me the figures that are written here. First of all, durum is listed at the top of

the page and then there's two dates: April 10, 1999 to May 1, 1999.
A That's when the grain was delivered.
Q And you're relying on this assembly sheet to determine that; is that right?
A That's correct.
Q The copy I've been given is a little bit fuzzy and it's hard to see the dates, but I'm assuming from your testimony that you've been able to decipher those dates of 4/10/99 to 5/1/99 to your satisfaction. You're confident that those are the dates that the grain was delivered?
A Yes, I am.
Q After totalling those dates and the grain that was delivered on those dates, based on the assembly sheet, the total payout is $2,010.33; is that right?
A That's the amount remaining.
Q Did that take into account this service charge of $191.25 that's listed on the durum sheet?
A No, it does not.
Q It would be your opinion that such a service charge would not be appropriate under the bond; is that right?
A That was my testimony.

Q How do we get to the figure that you are recommending of $1,887.33?
A You would reduce the $2,010.33 by the accounts receivable of $123, which, if you go back to the next page, will provide support for that, the next two or three pages actually.
Q I'm looking at a document now contained within Staff Exhibit No. 3AH. There is a table entitled "Wheetco, Inc. Accounts Receivable" on top.
A That would be correct. If you look at D&M Grain, the $123 would be the due date of 1/22/99 and 4/14/99. The total of those two numbers.
Q If you go below those top two lines, under D&M Grain, there's four more entries for D&M Grain; is that right?
A That's correct. Those amounts will be deducted in the next bonding period.
Q So those have no application to the bonding period of July 1, 1998 through June 30, 1999; is that right?
A That would be correct.
Q Thank you, Mr. Knadle. I think you testified toward the end of your question by Mr. Frazier that you are recommending that any interest earned on

these bonds would be applied to the claimants on some type of pro rata basis as well as the balance or the principal of the bonds; is that right?
A That's my recommendation.
Q I know we had an opportunity to speak about this briefly before the hearing. Do you rely on any authority in making that recommendation that the interest itself from the bonds would be applied to the payoffs to the claimants?
A No, I do not have the authority. That's my recommendation.
Q But you're not relying on any statutory authority or any case authority to make that recommendation; is that right?
A That's correct.
MR. ARNDT: Thank you. That's all the questions I have for Mr. Knadle. I would represent to the Commission that if some of the claimants under this bond period are present and testify, I would like the opportunity to question them.
QUESTIONS BY MR. BURG:
Q What's the relationship between Northern Prairie Seeds and Wheetco?
A It is my understanding that Mr. Wheeting has a

partnership with his son in that company.
Q Is that company in bankruptcy as well?
A Not that I'm aware of.
Q But they did receive insufficient funds from that company; is that correct?
A Yes, they did.
Q Is that a licensed company?
A No, they are not.
MS. WIEST: Do any of the claimants have any questions of Mr. Knadle? After that, you will actually get an opportunity to testify.
MR. ARNOLD SCHURR: We'll probably have some questions, but I don't know just what or when.
MS. WIEST: This is the opportunity to ask questions of Mr. Knadle.
MR. ARNOLD SCHURR: I have questions, yes. I don't know if he's the proper one to ask or if it's correct to ask the Commission.
MS. WIEST: The only questions you can ask at this time would be for Mr. Knadle.
QUESTIONS BY MR. ARNOLD SCHURR
Q I was given a little bit of documentation here that I haven't seen before. It's very sparse, but

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it seems as though there was a hearing held on July 7, 2000. Are you familiar with that hearing?
A Yes.
Q I have page 1 and then I also have page 27. I have nothing in between there. Is this all the same hearing?
A Yes, it would be the same hearing. There was evidence presented at that hearing that would indicate that you had common stock.
Q I see in the documentation on page 27 our name comes up and it was testified to as a fact that we were stockholders in this Wheetco, and we were not.
Also, you gave me some kind of a subscription agreement. Was that presented at this hearing?
A No, that came from the company records of Wheetco.
Q When?
A I think it was shortly after they filed Chapter 11 bankruptcy.
Q When did they file that?
A In September of 2000.
Q That was Chapter 11?
A Right, Chapter 11.
Q This hearing took place on July 7 and it was

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stated that we had stock in this company. Do you accept that as fact?
A That was the evidence that was presented by Wheetco at that hearing.
Q I notice that there was evidence presented that we and other people had stock in the company and I'm very concerned about this because it leaves me dangling without being able to collect $97,000 that you admit is owed to us. I just want to see what proof you have that we have stock in that company.
A The evidence I have is the subscription agreement that is in Staff Exhibit No. 3AD.
Q Is this it?
A Right, Larry Wheeting signed and also you signed.
Q What date was that signed?
A I don't believe it has a date on it.
Q That's correct. I happen to have a copy here that has a date on it. It's right here. If you want to see it, I'll bring it to you.
A Okay.
Q See, this is a sham. You guys were screwed up on this deal. This is a crooked deal. This subscription agreement is dated in September

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following your hearing.
MS. WIEST: And you'll be able to offer that into evidence and testify.
A What I'm interested in at the moment is I don't want this thing to be adjourned and they say, "Well, you should have stated your case. You're out of luck now." I don't want that to happen. I want to be able to pursue this thing through the courts and I don't want to lose any opportunities here because I think some of the people on the Commission realize that there's a lot more here than what meets the eye. Like it was stated in some of the testimony that Wheetco didn't owe any farmers any money when, in fact, I think they owed closer to $900,000 to farmers.
MS. WIEST: Mr. Schurr, my point is that this is the time for cross-examination of Mr. Knadle. You will get a chance to testify and you will get a chance to present that. If you have any questions of Mr. Knadle, you may ask those questions. Otherwise, we're going to go on to other questions and then we're going to allow any claimants to testify. Then you can make your case.
Q You didn't see this before, did you?
A No, I did not. What I got was the company

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records. This is the records that they have that they gave to us.
Q Well, you realize then, by showing you these records two months in advance, this wasn't done. This was done after the fact when they realized they could pull a sham and come up with financing if they could eliminate this much debt and talked us into that.
So then they hire the firm of this Cody to come and see us and talk us into signing this thing and then they're going to pay off all our checks. And they come around with this story and I just want you people to be aware of that that you're being taken in.
MS. WIEST: Does anyone have any further questions of Mr. Knadle?
MR. SAM SCHAUER: I've got the same question. I've got the same documents and I got the papers in the pickup that shows that I had a date on mine and not on yours. Same thing. Just ditto.
MS. WIEST: And you will be able to have an opportunity to put that into the record. Does anyone have any more questions of Mr. Knadle?
QUESTIONS BY MR. KERWYN HOLSING

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Q I notice here that some of the nonsufficient checks that I was issued from Northern Prairie Seeds, is that still under the same bond?
A No. They're not licensed with the Commission, Northern Prairie Seeds. What the hearing is today is for transactions with Wheetco. It's my understanding that was a transaction with Wheetco, even though you got a check by Northern Prairie Seeds. You had Wheetco scale tickets.
Q Would that still be covered under the bond then?
A My recommendation for you was that's a valid claim against the bond for this bonding period.
Q So actually the Northern Prairie Seeds then is not covered under Wheetco's bond?
A No. Basically, you did business with Wheetco and that's a claim against Wheetco for this bond, even though they issued a check from Northern Prairie Seeds, which was nonsufficient funds. You were still doing business with Wheetco. That's my recommendation.
QUESTIONS BY MR. SAM SCHAUER:
Q Why would you rely on a document that don't have a date on it?
A I relied on a couple different documents for

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yours. I relied on what was presented in the previous hearing and I also relied on the subscription agreement that you signed.
QUESTIONS BY MR. ARNOLD SCHURR:
Q I noticed here on Staff Exhibit No. 1H that it shows shares sold between the end of January and first of June of 2000, and it lists them all. They're all itemized. And it's got our names on here. It's got that we bought these shares.
Well, I have the dated copy of my subscription agreement. This is the real McCoy. Do you see the date? That's after the fact. I just wanted to point that out.
MS. WIEST: Are there any other questions for Mr. Knadle? Do the Commissioners have any questions of Mr. Knadle?
MR. SAM SCHAUER: I want to reserve the opportunity to show the same thing. I have to get it from the pickup.
MS. WIEST: We'll take a break after Mr. Knadle is done and you'll have an opportunity to go get that. All of the claimants will have an opportunity to testify at this hearing.
QUESTIONS BY MR. FRAZIER:
Q As far as the interest money on the bond, Bob,

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is it your position that the bond money was retrieved for the benefit of the producers in this case?
A Yes, that's what it's for.
Q So, is it your position then that any interest gained on that money, since it was essentially held in trust for these farmers, should go to the farmers; is that your position?
A That would be my position, correct.
Q As far as your reliance on the subscription agreements go, you relied on statements made by Mr. Wheeting at his licensing hearing; is that correct?
A We relied on the evidence that was presented at that hearing.
Q Did Mr. Wheeting testify?
A Yes, he did.
Q And he took an oath when he testified, didn't he?
A Yes, he did.
Q So you were relying on answers which were made under oath; is that true?
A Yes.
Q Did that have some weight on why you took those statements for their face value?

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A Yes.
MR. FRAZIER: Nothing further. Thank you.
MS. WIEST: Thank you, Mr. Knadle. Do you have any other witnesses, Mr. Frazier?
MR. FRAZIER: None.
MS. WIEST: Do any of the Commissioners have any questions for Mr. Knadle?
QUESTIONS BY MR. SAHR:
Q Bob, I'm looking through the materials that are in Staff Exhibit No. 3AD. Just so I'm straight on this, the first document is the subscription agreement?
A Correct.
Q That was obtained from the corporate records; is that right?
A That was obtained from Mr. Wheeting at his office in Groton.
Q What was the approximate date that that was obtained?
A I believe that was in September, or right around there.
Q Of 2000?
A Correct.
Q If you flip forward about three sheets,

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there's the document that's part of Staff Exhibit No. 3AD and there's a handwritten "exhibit 14" in the upper right-hand corner.
A I have that.
Q It says Wheetco stock register at 5/31/00.
A Correct.
Q Where was this document obtained from?
A This was introduced at that same hearing by the company.
Q Did Mr. Wheeting introduce it?
A I believe his attorney did, if memory serves me correct.
Q Was there any sort of cross-examination or anything about the accuracy of this document, if you recall?
A Not to my recollection. If you go right before that to that transcript, page 27, it says, "If I may, I have a stock register record I didn't think was going to be necessary to put in as an exhibit." I think that refers to this exhibit 14.
Q Was it introduced into evidence or was there any testimony about it other than that?
A I don't recall.
Q Did you review Wheetco's records?

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A At what point in time?
Q Let me rephrase that question. Did you come across this document in Wheetco's records?
A No, I did not. This was presented in that hearing. That's where I received this.
Q Is there anything else that you know of that supports that the shares were sold or were issued during the period in question between July 1, 1999 and June 30, 2000?
A Not that I can recall.
Q Is there anything that indicated that it was issued after July 1, 2000 through September of 2000?
A There's some evidence, I guess, that's going to be presented shortly here that I just became aware of a few minutes ago.
MR. SAHR: I have no further questions.
QUESTIONS BY MR. ARNDT:
Q Mr. Knadle, I'm looking at the South Dakota Administrative Rules, specifically Administrative Rule 20:10:12:14 and 15. I don't know if you're familiar with these, but 14 in essence states that on an annual basis a public grain dealer's license shall submit a financial statement for the most

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recently completed year of operation.
During the periods of 1998, 1999, 2000 and 2001, specifically, the three bonding periods that we're speaking of, do you know if Wheetco submitted such financial statements to the PUC for their review?
A They would have to in order to become licensed.
Q Based on your response, you're assuming that? Have you seen such a document?
A For the prior periods, I can't say if it was or not because I started in July of 1999.
Q Did you see any such document for the three bond periods we're dealing with here today?
A The two I would have. The other one, I can't say.
Q So bond periods No. 2 and No. 3 at issue here, that would be the 1999 to 2000 and 2000 to 2001 bonding periods, you would have reviewed the financial statement that's required by the Administrative Rules?
A I believe I would have, correct.
Q First of all, my understanding is Administrative Rule 20:10:12:15 would require that the applicant's balance sheet would show a positive

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net worth. Do you recall if the --
MR. FRAZIER: I'm going to object. This hearing was noticed for claims against the bond. I don't see where this is relevant to his recommendations on the claims as far as what licensing went on three years ago. I just don't see where this is relevant to the issue at today's hearing.
MR. ARNDT: In response to that, I will state that I think there is, at least, a small amount of authority and I can cite the case for the court that the surety can rely on the Commission's ability to follow this Administrative Rule when determining whether or not their license would be issued on an annual basis. I would like to make a record about that here today without losing the ability to make that argument in the future.
MS. WIEST: Go ahead.
QUESTIONS BY MR. ARNDT:
Q I guess, I'll repeat the question for you, Mr. Knadle. Are you aware of whether or not the Commission relied on or was able to determine after the annual financial statements that Wheetco would have shown a positive net worth during the bonding periods of 1999 to 2000 and 2000 to 2001?

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A The latest period, yes, the Commission did determine after the hearing that they met those two requirements.
Q So your testimony is only about that last bond period then?
A That's the only one I can recall off the top of my head.
MR. ARNDT: Thank you. That's all I have.
MR. FRAZIER: Nothing further.
MS. WIEST: At this point we will take a ten-minute break and when we come back, the claimants will have an opportunity to testify.
(Whereupon, a short break was taken.)
MS. WIEST: At this point, we will take testimony from claimants. I would like to explain something to the claimants at the beginning. Mr. Knadle makes recommendations to the Commission. The Commission certainly isn't bound by any of his recommendations. The Commission will actually take all the evidence into account that's presented today.
My point is that, if you disagree with staff's recommendation or if you would like to further support that recommendation, I would

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certainly encourage you to get that on the record so the Commission can consider all the evidence when they make their decision. As was stated earlier, what the Commission does is we're just acting as a receiver for bonds here. We only make a proposed decision to present to the court.
It's the Circuit Court who will actually make a final decision, but it will be based on the record that's being presented here.
With that explanation, I would like a show of hands if you intend to offer testimony at this time. If you change your mind later, I'm not going to hold everybody to it. Okay, Mr. Schurr, would you like to go first?
MR. ARNOLD SCHURR: Sure, I'll go first.
MS. WIEST: Mr. Schurr, if you would like something in the record that's not already in the record that you want considered, please offer it, we'll have it marked, and then I'll ask if anyone has any objections. Please stand up there to be sworn in and then other people will have an opportunity to ask you questions.
MR. BURG: Can they submit documentation after this?

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MS. WIEST: I would prefer that they submit the documentation before because, if it's submitted afterwards, then a lot of times I have to open up the record for other people to object to it and have an opportunity for cross-examination. Any documentation that you have, if you think you want to submit it, please try to enter it into the record today.
MR. ARNOLD SCHURR: This is kind of short notice for that because some of the things I just learned here today. I want a copy of this hearing that was held on July 7, and that's not available for me here, it will have to be sent to us. I'd like the opportunity to offer documents and testimony at a later date, if necessary.
MS. WIEST: You can always try to offer it, and then the Commission will decide whether to accept it. If necessary, the Commission has held other hearings after the first hearing based on other evidence.
MR. ARNOLD SCHURR: I realize their time is really valuable and we should get this out of the way if possible. Hopefully, it won't be necessary.
MS. WIEST: That's up to you, but my

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point is, if you have the information now, present now.
ARNOLD SCHURR
after first being duly sworn to tell the truth, the whole truth, and nothing but the truth, upon his oath testified as follows:
MR. ARNOLD SCHURR: We're listed on the list of creditors for, I believe, around $97,000. It says that we were not given consideration because we are stockholders.
MS. WIEST: Would you define "we"?
MR. ARNOLD SCHURR: The Schurr's, my son Steve, who's sitting there. He and I are partners. That comprises Schurr's. Anyway, the Commission was given this piece of paper at the hearing that they held on July 7, 2000, and there's not a date on it.
I thought it was kind of unusual to see a document like this that's supposedly worth $100,000 that's not dated anywhere. Usually any kind of agreement has a date. There's none on here. Now, I have the one with the date and the date listed here is September 19, 2000.
So he went to the hearing, explained his case to the Commission or whoever was

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listening, and told him that his financial picture had really changed. See, I'm missing all the pages from 1 to 27; there's just these two pages.

Anyway, the question here says, "Good morning, Mr. Wheeting. Good morning." And then they talk about some regular stuff. But then they say, "You talked about stock that was issued between January and April. I believe that changed your financial picture. Who was that stock sold to? Answer: Mr. Schurr, Schurr's, Inc. was an investor; Sam Schauer and Jake Schauer."

We knew nothing about this, not a thing. That's my main point of contention. I guess, he also testified that he didn't owe any farmers any money when, in fact, he owed a lot of farmers a lot of money. That would have skewered up your financial picture.

These things should be checked into. This is on page 2, under No. 8, "Wheetco has experienced cash flow problems but Mr. Wheeting asserted that Wheetco had never had a farmer customer who was not paid." Mr. Wheeting testified that a number of people that Wheetco owed money to were willing to wait for their money.

I don't think that's necessarily so,

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but if there's nobody there to contradict that, it got by. You probably know what document this is from.

MS. WIEST: Would you like to offer your subscription agreement, the one that's being referenced to?

MR. ARNOLD SCHURR: Yes, but I don't want to lose it.

MR. FRAZIER: We'll make a copy for you downstairs.

(Whereupon, Exhibit No. A was marked for identification.)

MR. ARNOLD SCHURR: You gave me three sheets of paper other than this stuff here. Anyway, it says "exhibit 14" and it tells here who owns Wheetco. Right here, and this should probably be entered into evidence, it says, "Shares sold between January 31, 1999 and May 31, 2000: D&M Grain Company, 600; Schurr's, 2,000; Raap, 600; Schauer's, 1,500; Northern Prairie Seeds, 808."

My subscription agreement is dated long, long after that, but it was very convenient that your copy wasn't dated. That's how this goes. This was written up in advance or else it was submitted later. I believe you said it was

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submitted much later, right?

MS. WIEST: I'm sorry. You can't ask any questions at this point.

MR. ARNOLD SCHURR: Anyway, that's about all I have to say, except I think this is a sham. There's a lot of things going on here that are very dishonest. If anybody has questions, I'll answer whatever I'm capable of.

QUESTIONS BY MR. BURG

Q I'm a little bit confused. I don't recall exactly all the documents at that hearing. Did you sign a document prior to that hearing even though it wasn't dated?

A We signed a handwritten document on September 19. That was the same date that this is dated.

Q You would testify that you did not sign any document for converting from payables to stocks prior to that July hearing as he advocated?

A Correct. That is correct. September 19 is the first I knew about this.

Q Did you give any verbal commitment that he could have brought to that hearing that you would?

A Absolutely not. This firm of Cody-Crua -- I don't know if you're familiar with this.

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Q Yes, we know of them.

A They came to our house twice. I met Mr. Crua, but not at one of those meetings. Anyway, this Mr. Cody came. He was quite convincing. At first I thought he worked for the state, but I understood later that he is in private business.

He led us to believe that by keeping this thing financially sound, he would be able to get some kind of -- I believe it was an SBA loan or some sort of a state aid type loan to keep them in business, and the minute they got this money, we would all get paid. I think there are others here that will probably testify very similar to that.

MS. WIEST: Any other questions of this witness?

QUESTIONS BY MR. SAHR

Q Mr. Schurr, on the subscription agreement that's marked Staff Exhibit No. 3AD, this is one that does not have the notary block that the one you have does. There's a signature on that that says "Arnold Schurr". Is that your signature?

A Yes.

Q When did you sign that?

A I presume it was on September 19 because we have a notarized document and that's the only

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document I signed. I did not sign anything that was not notarized.
Q I'm looking at the notary block. On the first block, on the bottom of the second page, it says, "Larry Wheeting appeared here on September 19." On the next page it says that you appeared on September 19 as well. Do you remember, did you sign this in front of the notary?
A Yes. They took us up to the Roscoe bank, that lady works for the bank.
MR. SAHR: I have no further questions.
MS. WIEST: Mr. Frazier, do you have any questions?
QUESTIONS BY MR. FRAZIER:
Q I know your testimony today is that when the hearing was held, that you hadn't signed this thing.
A Correct.
Q But you did sign it after the hearing?
A On September 19.
Q When you signed this, did you understand that you were converting your grain payables over to common stock?
A Yes and no. We heard a lot of promises that

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day.
Q But it was your understanding that when you signed this, it was no longer going to be a receivable, that it was actually going to be stock in his company, right?
A We didn't know it would come to this. It was done as a safeguard to get our money.
Q You feel he took advantage of you when you did that; is that correct?
A I would presume so, yes. I think it's outright fraud is what I think.
MR. FRAZIER: That's all I have.
QUESTIONS BY MR. BURG:
Q Do you have any idea why we have two documents with your signatures on -- one with a notary section and one without a notary section, when you said you only signed one document?
A I presume somebody knows how to run a copy machine.
Q The only way I could imagine is if the section with notary had been covered or something when they copied it.
A That would be possible, or maybe I signed two documents on the same day.
Q One with the notary section and one without?

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A I don't know. I write bad enough that you should be able to tell if it's two different signatures.
Q I was just trying to figure out how we ended up with two documents that are physically different; one has a notary section in it and a date, and the other one doesn't.
A I don't believe that the PUC saw this document on July 7. This was produced after September.
Q Even if it were -- and I'll take your word for that -- I was trying to figure out how we came up with two documents with your signature that were physically different.
A I don't know. Is the handwriting the same?
MS. WIEST: Are there any other questions for Mr. Schurr?
MR. CLARK ROEBER: Have him look at the unsigned document and see if he can ascertain if that is or isn't his signature.
MS. WIEST: Could you state for the record whether you believe it to be your signature?
QUESTIONS BY MR. FRAZIER:
Q The question is whether the signatures appear to be exactly the same?
A They are exactly the same.

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Q On the front of the paper, page 1 of this, note that --
A I can never sign my name twice the same.
Q -- some material is "x'ed" out. Does it appear that the "x'ed" out portions appear to be exactly the same, where the "s" is written after the Schurr and the materials "x'ed" out after that? Does that appear also to be exactly the same?
A Yes, I'd like to have more time, but it appears to be exactly the same.
MS. WIEST: Are there any other questions of this witness? Are there any objections to the admission of Exhibit No. A, which is the dated subscription agreement? If not, that will be admitted. Thank you Mr. Schurr.
MR. FRAZIER: Mr. Schurr wishes to have the original back.
MS. WIEST: Are there any objections to marking a copy as Exhibit A so that Mr. Schurr can have his original back?
MR. FRAZIER: I would have no objection to that at all. We will just note for the record that what we have in our records is a copy and Mr. Schurr has the original.
MS. WIEST: Do any of the other

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claimants wish to present any testimony at this time?
MR. SAM SCHAUER: I've got the same thing here.
MS. WIEST: Mr. Schauer, before we get started, do you want copies made of anything of yours?
MR. SAM SCHAUER: No, I don't want copies made of mine. I won't give you my copies.
SAM SCHAUER
after first being sworn to tell the truth, the whole truth, and nothing but the truth, upon his oath testified as follows:
MS. WIEST: Please state your name and address for the record.
MR. SAM SCHAUER: Sam Schauer, Leola, South Dakota. I just want to submit this date on this subscription agreement. This was issued after the bankruptcy. That's all I got to say, I guess. It was issued September 18 and it's fraud. What he done was fraud.
MS. WIEST: Anything further, Mr. Schauer?
MR. SAM SCHAUER: No.
MS. WIEST: Does anyone have

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questions for this witness?
QUESTIONS BY MS. NELSON:
Q Are you saying that he signed your signature? Are you saying you didn't sign it?
A I signed it.
QUESTIONS BY MR. BURG:
Q I don't remember us looking at the record to see if there was the same kind of a copy that he used in July at the hearing that had your signature on it too. Do you remember signing one before September 18?
A No, I don't.
Q Did you make any verbal commitment to convert before September 18?
A I don't know if I did or not. I don't remember because I don't remember the dates. I was busy.
MR. BURG: That's all I have.
QUESTIONS BY MR. SAHR
Q Do we have the document?
A You have the one without the dates on it. You got that one.
Q It might be beneficial for us to have this other copy.
A No, I'm not going to submit it.

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Q Is it your contention that the document that you have that won't be introduced into evidence, that you signed it on September 18, 2000?
A Right.
Q I don't have the document in front of me. Is that what's reflected in the notary block? Did the notary block say September 18 as well?
A Yes.
QUESTIONS BY MR. FRAZIER
Q Mr. Schauer, even if we were to just submit a copy for the record so that we could --
A No, I won't submit it.
MS. WIEST: Are there any other questions for Mr. Schauer? Thank you, Mr. Schauer. Do any other claimants wish to present any testimony at this time?
JIM SCHAUER
after first being sworn to tell the truth, the whole truth, and nothing but the truth, upon his oath testified as follows:
MR. JIM SCHAUER: My name is Jim Schauer. I want to ask where all the assets that Larry Wheeting listed, were they sold and listed as finances that were to be paid out?
MS. WIEST: At this time, we're only

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taking testimony, not questions.
MR. JIM SCHAUER: I guess, that's all I have to say then.
MS. WIEST: Did any of the other claimants have anything that they would like to testify at this hearing?
MR. ARNOLD SCHURR: I'd like to present this in evidence, fraud. I want that back.
MS. WIEST: Well, we do have a copy of this. What he would like to put into evidence is a finding that, I believe, Mr. Wheeting asserted that Wheeteo had never had a farmer that was not paid; is that correct?
MR. ARNOLD SCHURR: Right.
MS. WIEST: Thank you. Is there anything else?
MR. BURG: I would like to recall Bob for just a moment for clarification.
BOB KNADLE
QUESTIONS BY MR. BURG:
Q I want to try to clarify some discussion that happened just before the break and Mr. Arndt can clarify anything that I may ask with questions as well. I got the impression from his line of questioning that the company depended upon the

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licensure of the Commission in order to issue a bond. Is that the way it works, or is a bond required before we'll license?

A How it worked was: Before we even have to look at an application for either renewal or a new license, they have to submit an application with us with the appropriate fee and a bond from a bonding company.

Q I just wanted to clarify that it's a requirement of licensure that a bond be obtained.

A That's before the Commission would even have to look at it. That would be correct.

MS. WIEST: Any other questions? Thank you. At this point, I will give an opportunity for anyone to make any closing statements. Mr. Frazier, do you have any closing statements?

MR. FRAZIER: I have no closing statements.

MS. WIEST: Mr. Arndt?

MR. ARNDT: Thank you. To follow up with Commissioner Burg's last question to Mr. Knadle, I would like to clarify that my line of questioning regarding the administrative regulations 14 and 15 were simply to preserve a

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record regarding that issue; certainly, not asserting that that would be an argument or position of Star Insurance Company. Beyond that, I've got a couple of quick arguments I'd like to make to the Commission, again regarding specifically my client's main interest, which is the bond period listed in Staff Exhibit No. 2E, July 1, 1998 through June 30, 1999.

First of all, regarding D&M Grain, which is the last claim under that bond that's listed, I think the statute mandates that a claimant needs to submit their claim in writing to the PUC prior to this hearing. D&M Grain did do that in this case. They submitted the claim of $1,691.25, and for the PUC to grant an award that's greater than that, I think, is contrary to the statute, specifically referring to 45:45:19 that states that the claimant must make the claim in writing. The claimant in this particular instance did so.

Despite Mr. Knadle's calculations and his recommendations, I would submit that it would be in error of the PUC to award a claim that is greater under that particular bond than the claim that D&M Grain has made.

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Beyond that, I would specifically have an argument regarding the interest that would have accrued under these three bonds while they were taken into receivership and remaining in receivership. I can't tell you exactly what the date is that the three bonds from Star Insurance were submitted, but it is my understanding that they have been submitted and they are in receivership in an interest bearing account.

I would suggest and take issue with Mr. Knadle's position that the interest be distributed to the claimants on some type of pro rata basis. I think it's clear that the surety is still the owner of those bonds and they have been from the day that they were submitted into receivership and continue to be the owner of those bonds until the court makes a determination of how those bonds should be distributed, and they are, in fact, distributed.

Any interest that's accrued from those three bonds into receivership is clearly the property of the surety. They are the owners of the bond, continue to be the owners of the bond; therefore, any interest that's generated until the court decides how it should be distributed, should

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be to the benefit of the surety and not the claimants.

MS. WIEST: Thank you. Anything else at this time? If not, the Commission will take this under advisement. As I mentioned before, the Commission issues a proposed decision to Circuit Court. We will serve it on all of the claimants involved. If you have any questions, I would ask that you direct your questions to Mr. Knadle after this meeting.

JIM SCHAUER: Do checks that were issued before Mr. Wheeting filed for Chapter 11, were they paid? Are they any different than any other checks?

MS. WIEST: I'm not sure. Maybe you can talk to Mr. Frazier.

MR. FRAZIER: Yes, I'll talk to you after the hearing.

MS. WIEST: Thank you. This will close the hearing at this time.

(End of proceedings.)

CERTIFICATE

STATE OF SOUTH DAKOTA)
COUNTY OF BROWN)

I, Judy M. Rider, a Court Reporter and Notary Public in and for the State of South Dakota, do hereby certify that I acted as such reporter for this proceeding and the foregoing transcript consisting of pages 1 through 105 inclusive is true and accurate to the best of my knowledge, skill and ability.

DATED this 29th day of January, 2002 at Aberdeen, South Dakota.

JUDY M. RIDER
Court Reporter and
Notary Public
My commission expires:
December 18, 2003

I N D E X

EXHIBIT NUMBER	DESCRIPTION
1	PROOF OF CLAIM FORMS AND DOCUMENTATION INDEX, WHEETCO, INC.
2	INDEX FOR SUMMARY OF CLAIMS PER STAFF, WHEETCO, INC.
3	INDEX FOR DOCUMENTATION FOR STAFF CHANGES AND CLARIFICATION TO PROOF OF CLAIMS
4	SOUTH DAKOTA GRAIN DEALER'S LICENSE
5A	GRAIN DEALER'S BOND JULY 1, 1998 - JUNE 30, 1999
5B	BOND FOR USE BY PUBLIC GRAIN WAREHOUSEMEN AND GRAIN DEALERS
5C	BOND FOR USE BY PUBLIC GRAIN WAREHOUSEMEN AND GRAIN DEALERS
6	STIPULATION REGARDING GRAIN DEALERS LICENSE OF WHEETCO, INC.
7	ORDER GRANTING PUBLIC UTILITIES COMMISSION'S MOTION FOR RELIEF FROM AUTOMATIC STAY
8	PETITION TO APPOINT PUBLIC UTILITIES COMMISSION AS RECEIVER
9	ORDER APPOINTING PUBLIC UTILITIES COMMISSION AS RECEIVER
A	SUBSCRIPTION AGREEMENT - ARNOLD SCHURR

EXHIBIT
A
1/16/02 JR

SUBSCRIPTION AGREEMENT

WHEREAS, Wheetco, Inc. desires to offer certain producers, suppliers and other individuals who have accounts owed to them by Wheetco, Inc., the right to subscribe to shares of common stock at the rate of $50.00 per share and to convert the accounts into shares of common stock.

I, Arnold Schurr, individually or as authorized representative of Schurrs ~~Farms~~, a subscriber hereby subscribe for 1921 shares of common stock of Wheetco, Inc. at the conversion price of $50.00 per share payable as follows:

1. The current account owed by Wheetco, Inc. to subscriber in the amount of $ 96,050.00 shall be treated as follows: $ 96,050.00 shall be converted into common voting stock, with the balance of $ zero (-0-) remaining fully payable.

2. This subscription contract is made with the understanding that the voting power of all stockholder meetings is lodged in the holders of common stock.

3. It is expressly agreed that no stock is to be issued to the subscriber until the amount of the subscription and the note given therefore, if any, is paid in full in cash or by conversion and any payment becoming due on the stock hereby subscribed for and any note given therefore if not paid within 30 days after notice that it is due shall at the option of the corporation cause the subscription and any note or notes given heretofore to become null and void, and all payments made on this subscription by subscriber shall become the property of the corporation absolutely as liquidated damages for the failure of the subscriber to carry out this contract.

4. Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder.

5. This subscription contract contains the entire contract between the subscriber and Wheetco, Inc. and no agent or representative of the corporation or any other person has any power to change or alter the terms of the subscription.

6. Subscriber acknowledges that this subscription agreement and the subscriber's interest in the corporation will be subject to the following restriction:

THE SHARES OF STOCK IN WHEETCO, INC. HAVE NOT, NOR WILL BE, REGISTERED OR QUALIFIED UNDER FEDERAL OR STATE SECURITIES LAWS. THE SHARES OF STOCK OF WHEETCO, INC. MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS SO REGISTERED OR QUALIFIED, OR UNLESS AN EXEMPTION FROM REGISTRATION OR QUALIFICATION EXISTS.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year hereinbefore written.

WHEETCO, INC., a corporation,

(CORPORATE SEAL)

By Larry L Wheeting
Its President

Subscriber

STATE OF SOUTH DAKOTA)
) ss
COUNTY OF BROWN)

On this the 19th day of September, 2000, before me, the undersigned officer, personally appeared Larry L Wheeting, who acknowledged _____ to be the President of Wheetco, Inc., a corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes contained, by signing the name of the corporation by Signing as President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Louise Barondeau
Notary Public - South Dakota

My Commission Expires:

Louise Barondeau
Notary Public South Dakota
My Commission Expires 2-10-2005

STATE OF SOUTH DAKOTA)
ss
COUNTY OF BROWN)

On this 19th day of September, 2000, before me, the undersigned officer, personally appeared Harold Sch..., known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(SEAL)

Louise Barondeau
Notary Public - South Dakota

My Commission Expires:

Louise Barondeau
Notary Public South Dakota
My Commission Expires 2-10-2005

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A	SUBSCRIPTION AGREEMENT - ARNOLD SCHURR

PROOF OF CLAIM FORMS AND DOCUMENTATION INDEX
WHEETCO, INC.
NOVEMBER, 2001

1. August 7, 2001, letter to patrons requesting proof of claims	Staff_Exhibit 1A
2. Bert Raap	Staff_Exhibit 1B
3. Jerry Raap	Staff_Exhibit 1C
4. Fred Wolken, Jr.	Staff_Exhibit 1D
5. Miles Bretsch	Staff_Exhibit 1E
6. Kjerstad Farm Partnership/ Stephanie Kjerstad	Staff_Exhibit 1F
7. Lazy BS, LLP/ Stan Anderson	Staff_Exhibit 1G
8. Gary Tiegs	Staff_Exhibit 1H
9. D & M Grain	Staff_Exhibit 1I
10. North Central Farmers Elevator	Staff_Exhibit 1J
11. Kent Holler	Staff_Exhibit 1K
12. Sam Schauer	Staff_Exhibit 1L
13. Jake Schauer	Staff_Exhibit 1M
14. Jim Schauer	Staff_Exhibit 1N
15. Mike Knoll	Staff_Exhibit 1O
16. Don Hearnen	Staff_Exhibit 1P
17. Merritt Patterson & Sons/ Dale Patterson	Staff_Exhibit 1Q
18. KSP Farms, Inc./ Kevin Swanson	Staff_Exhibit 1R
19. Clark Roeber	Staff_Exhibit 1S
20. Joel Durheim	Staff_Exhibit 1T
21. Joe Cameron	Staff_Exhibit 1U
22. Owen Elsen	Staff_Exhibit 1V
23. Bottum Brothers	Staff_Exhibit 1W
24. KH, Inc.	Staff_Exhibit 1X
25. Witten Feed & Grain	Staff_Exhibit 1Y
26. Clarence Wagner	Staff_Exhibit 1Z
27. Mark Saunders	Staff_Exhibit 1AA
28. Clem Handcock	Staff_Exhibit 1AB
29. Schurrs	Staff_Exhibit 1AC
30. Rix Farms, Inc.	Staff_Exhibit 1AD

PROOF OF CLAIM FORMS AND DOCUMENTATION INDEX
WHEETCO, INC.
NOVEMBER, 2001

31. Erickson Farms	Staff_Exhibit 1AE
32. Roger Hurlbert	Staff_Exhibit 1AF
33. Russ Hurlbert	Staff_Exhibit 1AG
34. Gary Meikeljohn	Staff_Exhibit 1AH
35. Duenwald Brothers	Staff_Exhibit 1AI
36. Warner Coop Elevator	Staff_Exhibit 1AJ
37. PENCO of South Dakota/ Steve Anderson	Staff_Exhibit 1AK
38. Densley Zambo	Staff_Exhibit 1AL
39. Holyoke Coop Association	Staff_Exhibit 1AM
40. Fred Eisenbraun	Staff_Exhibit 1AN
41. RDZ Farms, Inc.	Staff_Exhibit 1AO
42. Gaylon Goldin	Staff_Exhibit 1AP
43. Paoli Farmers Coop	Staff_Exhibit 1AQ
44. B & L Gorman	Staff_Exhibit 1AR
45. Carl Peterson	Staff_Exhibit 1AS
46. Leo Neber	Staff_Exhibit 1AT
47. Roger VanderVorste	Staff_Exhibit 1AU
48. Jim Faulstich	Staff_Exhibit 1AV
49. Clayton Kjerstad	Staff_Exhibit 1AW
50. Farmers Oil Company	Staff_Exhibit 1AX
51. Kerwyn Holsing	Staff_Exhibit 1AY
52. Myron Dieterle	Staff_Exhibit 1AZ
53. Equinox Enterprises	Staff_Exhibit 1BA

1A



South Dakota
Public Utilities Commission

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1-800-877-1113

Internet Website
www.state.sd.us/puc/

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Pam Nelson
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Leni Healy
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Camron Hoseck
Lisa Hull
Dave Jacobson
Jennifer Kirk
Bob Knadle
Delaine Kolbo
Charlene Lund
Gregory A. Rislov
Keith Senger
Rolayne Ailts Wiest

August 7, 2001

TO ALL PATRONS OF WHEETCO, INC. WITH UNSETTLED OR UNPAID GRAIN TRANSACTIONS INCLUDING:

PRICED BUT NOT PAID GRAIN SALES; OUTSTANDING CHECKS; VOLUNTARY CREDIT SALES CONTRACTS AND HOLDERS OF DISHONORED CHECKS

On September 7, 2000, Wheetco, Inc. filed a petition for Reorganization pursuant to Chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court, District Of South Dakota. On April 19, 2001, the Chapter 11 case was converted to a Chapter 7 case of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court, District Of South Dakota. On August 1, 2001, the United States Bankruptcy Court, District Of South Dakota, granted the South Dakota Public Utilities Commission limited relief from the automatic stay of 11 U.S.C. Section 362 for the sole purpose of administering claims against the grain dealer bonds of Wheetco, Inc.. Wheetco, Inc. was licensed as a grain dealer pursuant to SDCL Chapter § 49-45, which is under the jurisdiction of the Commission. The purpose of this letter is to inform you of your potential rights under South Dakota law.

SDCL § 49-45-9 states in part: "Before any grain dealer license is issued by the commission, the applicant shall file with the commission a bond conditioned to secure the faithful performance of the applicant's obligations as a grain dealer and full and unreserved compliance with the laws of this state and the rules of the commission, relating to the purchase of grain by the grain dealer. The bond is for the specific purpose of protecting persons selling grain to the grain dealer. However, the bond may not benefit any person entering into a voluntary credit sale with a grain dealer." Also excluded are any purchases for the buyer's own

use or consumption.

A voluntary credit sale (VCS) is defined in SDCL § 49-45-1.1 as "a sale of grain or seed pursuant to which the sale price is to be paid more than thirty days after the delivery or release of the grain for sale, including those contracts commonly referred to as deferred-payment contracts, deferred-pricing contracts and price-later contracts." SDCL § 49-45-11 also states that VCS contracts shall be in writing.

If you have not received payment for grain which you have sold to Wheetco, Inc.; or if you were issued a check that will no longer be honored, any loss sustained may be covered in whole or in part by the grain dealer bonds, except for those sales involving a VCS contract as defined above. For the licensing years which ended June 30, 1999, June 30, 2000, and June 30, 2001, Wheetco, Inc. had grain dealer bonds in the amount of $75,000 for each year respectively. At this time it has not been determined if the bonds will be sufficient to cover 100% of the anticipated claims. If there is not sufficient coverage, claims may be paid on a pro rata basis.

The comments below, for each class of claimant against the bonds, are suggestions on how you should proceed and how claims in each class will be generally treated:

CREDITORS WHO SOLD GRAIN THAT WAS PRICED BUT NOT PAID FOR

Any producer who sold grain to Wheetco, Inc. for resale but has not received payment may have a valid claim against the grain dealer bonds unless the sale involves a voluntary credit sale.

CREDITORS WHO HOLD OUTSTANDING OR DISHONORED CHECKS

All such checks that are for the sale of grain to Wheetco, Inc. for resale may be valid claims against the grain dealer bonds unless the sale involves a voluntary credit sale.

CREDITORS WHO ENTERED INTO VCS CONTRACTS

As described by SDCL § 49-45-9, VCS contracts are not covered by the bonds.

The above comments are preliminary and may change as the case unfolds. You may wish to consult with an attorney.

In order to verify the total dollar amount of potential claims against the bonds, the Commission must receive a written verification of the amount Wheetco, Inc. owes you. Enclosed is a claim form that you must fill out, have notarized and return to the Commission. Copies of scale tickets, settlement sheets, checks, contracts or any other evidence you possess which establishes that you sold grain to Wheetco, Inc. for resale **must be provided to substantiate your claim.** Please forward this information to the Commission as soon as possible, **but no**

later than August 24, 2001. If you do not have a claim against Wheetco, Inc., please contact the Commission at 1-800-332-1782 and inform us of this. Thank you for your attention to this matter.

If you have any questions concerning this letter, please contact me or Lisa Hull at the Commission. The Commission will keep you informed as this case develops.

Sincerely,

Bob Knadle

Bob Knadle
Director, Transportation/ Warehouse Division

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I,_____, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named

_____ located at _____.

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)

Explanation of Claim:

_____

_____

_____

_____

_____

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

_____
Signature of Claimant

_____
Date

_____
Street/PO Box

_____
City/State/Zip

_____
Telephone

Subscribed and sworn to me this _____ day of _____, 20_____.

Notary_____

County of:_____

State of: _____

Commission Expires: _____

1B

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Bert Raap, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named

Wheetco, Inc. located at Groton, SD 57445

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
Ass. Sheet #					
*1763	3-26-97	Sunflosers	98,838#	.1150	N/A
*1838	5-30-97	Sunflowers	26,274#	.1200	N/A
*1854	6-4-97	Sunflowers	54,618#	.1200	N/A
3083	5-15-00	Sunflowers	320,712#	.075	N/A

* Represents claimants half of sale.

Explanation of Claim:

Delivered grain. Demanded payment; bankbuptcy filed.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Bert Raap
Signature of Claimant

RECEIVED
AUG 16 2001
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

August 14, 2001
Date

903 N. 3rd St.
Street/PO Box

Groton, SD 57445
City/State/Zip

605-397-4408
Telephone

Subscribed and sworn to me this 14th day of August, 20 01.

Notary

County of: Brown

State of: South Dakota

Commission Expires: 10-23-04

1838

Please Pay This Amount

[illegible]
PO BOX [illegible]
[illegible]
[illegible]
[illegible]

Name: [illegible]

Grain Type: 80 SUNFLOWER Check price: [illegible] Check to Contract #

Ticket or Ref. No./DATE	Gross Weight	Tare Weight	Net Weight	Dock	Moist	Net	Net Price	Gross Dollar	Other Deduct	Total Due
5522 5/30/97 29TW	37,160	16,280	20,180	440.89	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5525 5/30/97 30TW	29,900	13,400	16,500	330.00	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5527 5/31/97 20TW	37,520	16,940	20,580	411.60	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
5570 5/30/97 29.5	30,020	13,420	16,600	166.00	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
TOTALS	134,600.00	60,040.00	70,860.00	1,311.29	0.00	70,548.80		8,705.85	0.00	8,705.85

SCALE TICKET 45570 BOOKED AT 12:

TOTAL AMOUNT DUE $ 8,705.85

LESS: Deductions Beta 4552.93
Checkoff 47.25
Misc.
4600.18

SUNFLOWER CHECKOFF $ 14.51

NET AMOUNT DUE $ 8,691.34

CONTRACT SETTLEMENTS

PO DED NO. _____ AMOUNT _____

PO DED NO. _____ AMOUNT _____

Contract #

Beginning Contract Amount [illegible] Bu.
Total Settled Amount 70,548.80 Bu.

Left to be Settled [illegible] Bu.

SIGNATURE _____

[illegible] Wheeling, Date of Agent, Date

ASSEMBLING SHEET

P/Kunze

1854

I

Pounds Per Std. Bu.

60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

[illegible]
PO BOX 888
ABERDEEN, SD
57445
397-8111

Made: [illegible] 2008

Grain Type: SO SUNFLOWERS Check Off: [illegible] Apply to Contract #

Ticket or Farm, No./DATE	Gross Weight	Tare Weight	Net Weight	Dock 1.00%	Moist 0.00%	Net Lb./Bu	Net Price	Gross Dollar	Other Deduct	Total Due
[illegible]	34,120	18,420	15,700	334.00	0.00	15,366.00	1.12000	1,968.92	0.00	1,968.92
[illegible]	37,240	17,060	20,180	607.20	0.00	19,632.80		2,355.94	0.00	2,355.94
[illegible]	39,280	16,280	23,000	438.00	0.00	22,462.00		2,695.44	0.00	2,695.44
[illegible]	34,540	17,160	17,380	340.20	0.00	16,915.80		2,010.22	0.00	2,010.22
[illegible]	33,360	15,360	18,000	468.00	0.00	17,532.00		2,103.84	0.00	2,103.84
[illegible]	37,280	16,360	20,440	810.20	0.00	19,810.80		2,378.22	0.00	2,378.22
			0	0.00	0.00	0.00		0.00	0.00	0.00
			0	0.00	0.00	0.00		0.00	0.00	0.00
			0	0.00	0.00	0.00		0.00	0.00	0.00
			0	0.00	0.00	0.00		0.00	0.00	0.00
			0	0.00	0.00	0.00		0.00	0.00	0.00
			0	0.00	0.00	0.00		0.00	0.00	0.00
TOTALS	240,140.00	131,000.00	110,040.00	2,802.60	0.00	109,226.40		13,108.37	0.00	13,108.37

SCALE TICKET 45880.5591 DOCKED AT 3%

TOTAL AMOUNT DUE $ 13,108.37

LESS: Deductions Beans 6354.16
Storage 10.93)
Misc. $ 6343.25

NET AMOUNT DUE $ 13,097.44

SUNFLOWER CHECKOFF $ 21.93

$ 13,119.37

Beans 6354.17
10.92
6343.25

PD. 2. YD. _____ AMOUNT _____

PD. 1. YD. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract #

Beginning Contract Amount via Lbs. or Bu.

Total Settled Amount

Left to be Settled

[illegible] Bu.
109,226.40 a Bu.

[illegible] a Bu.

SIGNATURE _____

[illegible] Wheeler, Owner or Wheeler, Date

WHEETCO
PO BOX 668
ROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3083

Name: RAAP'S

Grain Type: BO SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # / Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
11111 5/15/00 32TW	58,980	25,560	33,420	5.00%	1,671.00	0	31,749.00	$0.0750	$2,381.1
11112 5/15/00 31TW	59,440	25,560	33,880	5.00%	1,694.00	0	32,186.00		$2,413.9
11114 5/16/00 31TW	57,940	25,960	31,980	5.00%	1,599.00	0	30,381.00		$2,278.5
11115 5/16/00 30TW	57,240	25,960	31,280	4.00%	1,251.20	0	30,028.80		$2,252.1
11117 5/17/00 30TW	56,980	26,060	30,920	5.00%	1,546.00	0	29,374.00		$2,203.0
11118 5/17/00 30TW	56,400	25,920	30,480	5.00%	1,524.00	0	28,956.00		$2,171.7
11119 5/17/00 30TW	52,460	25,860	26,600	4.00%	1,064.00	0	25,536.00		$1,915.2
11120 5/18/00 31TW	57,440	25,940	31,500	5.00%	1,575.00	0	29,925.00		$2,244.3
11122 5/18/00 31TW	56,660	25,980	30,680	5.00%	1,534.00	0	29,146.00		$2,185.9
11127 5/18/00 32TW	57,780	26,020	31,760	5.00%	1,588.00	0	30,172.00		$2,262.9
11130 5/18/00 32TW	39,140	26,020	13,120	6.00%	787.20	0	12,332.80		$924.9
11132 5/19/00 31TW	37,520	26,020	11,500	5.00%	575.00	0	10,925.00		$819.3
Totals	647,980	310,860	337,120		16,408.40	0	320,711.60		$24,053.3

TOTAL AMOUNT DUE $24,053.37

LESS: Deductions
Checkoff SUNFLOWER CHECKOFF $96.2
Misc.

NET AMOUNT DUE $23,957.15

PD. CK. NO. 7456 AMOUNT $ 5000.00

PD. CK. NO. 7457 AMOUNT $ 5000.00

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0	# / BU
Total Settled Amount	320,711.60	# / BU
Left to be Settled	-320711.6	# / BU

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

Balance $8957.16

7529 - $2500.00
7530 - 2500.00
7531 - 2500.00
7532 - 2500.00
7533 - 2500.00
7534 - 2500.00
7535 - 2500.00 - VOIDED
7536 - 2500.00 - VOIDED
7537 - 2500.00 - VOIDED
7538 - [illegible]
#7457 16 - VOIDED

7537

7-19

WHEETCO, INC.
PO BOX 668 PH: 605-397-8111
GROTON, SD 57445-0668

RETURN ITEM
NONSUFFICIENT FUNDS 8/17/00
STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

78-635/914

PAY TO THE ORDER OF Bert & Jerry Pace $2500.00

Two thousand five hundred and no/100 DOLLARS

FIRST STATE BANK
PO BOX 80
WARNER, SOUTH DAKOTA 57479-0080

FOR AS3083

Larry Wheeler

⑈007537⑈ ⑆091406354⑆ 2611 00339 3⑈

7538

7-19

WHEETCO, INC.
PO BOX 668 PH: 605-397-8111
GROTON, SD 57445-0668

RETURN ITEM
NONSUFFICIENT FUNDS 8/22/00
STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

78-635/914

PAY TO THE ORDER OF Bert & Jerry Pace $1457.16

One thousand four hundred fifty seven and 16/100 DOLLARS

FIRST STATE BANK
PO BOX 80
WARNER, SOUTH DAKOTA 57479-0080

FOR AS3083

Larry Wheeler

⑈007538⑈ ⑆091406354⑆ 2611 00339 3⑈

7536

7-19

WHEETCO, INC.
PO BOX 668 PH: 605-397-8111
GROTON, SD 57445-0668

78-635/914

RETURN ITEM DATE 8/14/00

PAY TO THE ORDER OF Bert & Jerry Pay $ 2500.00

Two thousand five hundred and no/100 DOLLARS

NONSUFFICIENT FUNDS
OX STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

FIRST STATE BANK
PO BOX 80
WARNER, SOUTH DAKOTA 57479-0080

FOR AS3083

Larry Wheeler

⑈007536⑈ ⑆091406354⑆ 2611 00339 5⑈

7535

7-19

WHEETCO, INC.
PO BOX 668 PH: 605-397-8111
GROTON, SD 57445-0668

78-635/914

RETURN ITEM

NONSUFFICIENT FUNDS 8/10/00

PAY TO THE ORDER OF Bert & Jerry Pay $ 2500.00

Two thousand five hundred and no/100 DOLLARS

NONSUFFICIENT FUNDS
OX STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

FIRST STATE BANK
PO BOX 80
WARNER, SOUTH DAKOTA 57479-0080

FOR AS3083

Larry Wheeler

⑈007535⑈ ⑆091406354⑆ 2611 00339 3⑈

ASSEMBLING SHEET

1763

Pounds Per Std. Bu.

60.00 Wheat
32.00 Oats
56.00 Rye
60.00 Soybeans
56.00 Corn

WHEETCO
PO BOX 668
GROTON, SD
57445
397-8111

Name: RAAP BROS.

Grain Type: BO SUNFLOWERS Check off: YES Apply to Contract #

Ticket or Refr. No./DATE	Gross Weight	Tare Weight	Net Weight	Dock 5.00%	Moist 0.00%	Net Lb./Bu	Net Price	Gross Dollar	Other Deduct	Total Due
5199 3/26/97 31TW	37,400	16,700	20,700	1,035.00	0.00	19,665.00	0.11500	2,261.48	0.00	2,261.48
5192 3/26/97 31TW	37,620	17,080	20,540	1,027.00	0.00	19,513.00		2,244.00	0.00	2,244.00
5199 3/27/97 32TW	37,760	16,580	21,180	1,270.80	0.00	19,909.20		2,289.56	0.00	2,289.56
5200 3/27/97 32TW	27,340	13,060	14,280	956.80	0.00	13,423.20		1,543.67	0.00	1,543.67
5204 3/27/97 31TW	25,861	13,160	12,500	625.00	0.00	11,875.00		1,365.63	0.00	1,365.63
5201 3/27/97 30.5	38,360	16,680	21,680	650.40	0.00	21,029.60		2,418.40	0.00	2,418.40
5208 3/28/97 32TW	37,160	16,660	20,500	1,230.00	0.00	19,270.00		2,216.05	0.00	2,216.05
5209 3/28/97 31TW	26,360	13,000	13,360	534.40	0.00	12,825.60		1,474.94	0.00	1,474.94
5210 3/28/97 31TW	37,360	16,660	20,700	828.00	0.00	19,872.00		2,285.28	0.00	2,285.28
5212 3/28/97 30TW	38,060	16,660	21,400	642.00	0.00	20,758.00		2,387.17	0.00	2,387.17
5213 3/28/97 31TW	25,300	12,960	12,940	395.20	0.00	12,454.80		1,432.30	0.00	1,432.30
5214 3/28/97 31TW	23,380	16,680	7,200	219.00	0.00	7,081.00		814.22	0.00	814.22
TOTALS	392,980.00	185,000.00	206,980.00	9,303.60	0.00	197,676.40		22,732.79	0.00	22,732.79

SCALE TICKET #5199,5200,5208 DOCKED AT 6%;
#5201,5212,5213,5214 DOCKED AT 3%; #5209,5210 DOCKED AT 4%;

TOTAL AMOUNT DUE $ 22,732.79

LESS: Deductions
Checkoff
Mist.

SUNFLOWER CHECKOFF $ 39.54
$

$ 22,693.25

NET AMOUNT DUE

Bents 11,346.40
19.77
11,346.63

PO. CK. NO._____ AMOUNT_____

PO. CK. NO._____ AMOUNT_____

Lungs 11,346.59
19.77
11,346.22

CONTRACT SETTLEMENTS

Contract #

Beginning Contract Amount in Lbs. or Bu. 0.00 # Bu.
Total Settled Amount 197,676.40 # Bu.

Left to be Settled -197,676.40 # Bu.

SIGNATURE

Wheeling, Owner of Wheetco, Date

4496

DEFERRED PAYMENT CONTRACT

DATE: 3/10/00

THIS AGREEMENT, made and entered into by and between Wheetco, Inc
with its principal place of business at 300 E. Railroad Ave - Groton, SD, hereinafte
referred to as "Buyer", and Bert Raap
whose principal place of business is at Rt 2, Box 49 Andover, SD
hereinafter referred to as "Seller",

The parties hereto hereby promise and agree as follows:

1. Seller hereby sells and Buyer hereby purchases and acknowledges receipt of the following described grain(s):

RECEIPT NO.	KIND OF GRAIN	NET BUSHELS	PRICE	AMOUNT
See DP# 2448-4197	Sunflowers		$	$11,366.40

TOTAL GROSS AMOUNT: $11,366.40
LESS DEDUCTIONS: ..... Checkoff (19.70)
NET AMOUNT $11,346.70

2. Which Buyer agrees to pay to Seller between the dates of _____ (date), and _____ (dat

3. Seller hereby warrants that he has good and merchantable title and the right to sell the grain hereinabove described, and th said grain is free and clear of all liens, encumbrances, security interest or claims of any nature whatsoever, and Seller here promises and agrees to warrant and defend the title thereto against any and all claims.

4. Neither this contract nor the obligations contained herein may be assigned by either Buyer or Seller to any third pa whatsoever and that the same may not be used as collateral for a loan.

5. This contract and the obligations contained herein shall be binding upon the heirs, administrators, executors, perso representatives or successors of the parties hereto.

"THIS CONTRACT IS NOT PROTECTED BY SOUTH DAKOTA STATUTORY WAREHOUSEMAN'S BOND OR GRAIN DEALER'S BOND COVERAGES."

Bert Raap Seller

IN WITNESS WHEREOF, the parties hereto have executed t contract on the day and year first above written.

Wheetco, Inc. Bu

By Larry L. Kurtz - President Ti

FORM 2555SD — Victor Lundeen Co., Printers, Fergus Falls, Minnesota — 256196

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Bert Raap, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheetco, Inc. located at Groton, SD 57445

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
ASS. SHEET#					
*1326	4-26-96	Wheat	1822bu	7.00	N/A
*1347	5-20-96	Wheat	486 bu	7.25	N/A
*1358	5-30-96	Wheat	351 bu	7.25	N/A
*1364	6-10-96	Sunflowers	71,326#	.1425	N/A
*1365	6-1-96	Wheat	1729Bu.	7.00	N/A
*1371	6-12-96	Wheat	173 bu.	7.00	N/A
*1382	6-11-96	Sunflowers	7,236#	.1425	N/A
*1430	7-23-96	Sunflowers	45,746	.1400	N/A

* represents claimants half of grain sold.

Explanation of Claim:

Deferred contracts; requested payment; bankruptcy filed.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Bert Raap
Signature of Claimant

August 14, 2001
Date

907 N. 3rd
Street/PO Box

Groton, SD 57445
City/State/Zip

605-397-4408
Telephone

RECEIVED
AUG 16 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Subscribed and sworn to me this 14th day of August, 2001.

Notary

County of: Brown

State of: South Dakota

10-23-04

ASSEMBLING SHEET

Deferred

Pounds Per Std. Bu.

30.00 Wheat
32.00 Oats
56.00 Rye
60.00 Soybeans
56.00 Corn

WHEETED
PO BOX 668
SPOTON, SC
[illegible]
[illegible]

Name: RAMP SPDS.

Grain Type: SHARP WHEAT Check Off: (YES) Apply to Contract #

Ticket or Serv. No. DATE	Gross Weight	Tare Weight	Net Weight	Dock 3.00%	Moist 3.00%	Net Lbs./Bu	Net Price	Gross Dollar	Other Deduct	Total Due
[illegible]	80,760	35,060	45,700	1,371.00	0.00	847.22	3.00/bu	4,125.22	0.00	4,125.22
[illegible]	81,220	35,560	45,660	1,369.80	0.00	728.34		3,958.92	0.00	3,958.92
[illegible]	79,420	35,720	43,700	1,311.00	0.00	811.49		3,700.25	0.00	3,700.25
[illegible]	79,350	33,440	45,910	1,377.30	0.00	719.47		3,952.27	0.00	3,952.27
[illegible]	81,360	35,440	45,920	1,377.60	0.00	774.95		3,944.38	0.00	3,944.38
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00

[illegible] 399 Avg.wt 127,760.00 3,832.80 123,927.20 0.00 Ave=5.22 25,817.22 0.00 25,817.22

[illegible] 25,817.22

[illegible] AMOUNT DUE

[illegible] Deductions: Brt 12,776.86
Checkoff 36.45
[illegible] 12,740.41

NET AMOUNT DUE

WHEAT CHECKOFF 36.45

Paid Jerry 12,740.40

[illegible] ____ AMOUNT ____

[illegible] ____ AMOUNT ____

[illegible]
SETTLEMENT:

[illegible] Delivering Contract #[illegible] of [illegible]
Total Settled Amount

Left to be settled

[illegible] Pd

[illegible] Wheat Check [illegible]

ASSEMBLING SHEET

Deferred 4/May

Pounds Per Std. Bu.

60.00 Wheat
32.00 Oats
56.00 Rye
60.00 Soybeans
56.00 Corn

WHEATCO
PO BOX 000
BRETON, SE
67325
785-8111

Dear:

Check #:

Check Date:

Refer to Contract #

District or Farm No. Date	Gross Weight	Tare Weight	Net Weight	Dock	Moist	Net	Net Price	Gross Dollar	Other Deduct	Total Due
2874 08 20 Pd 857	31,220	17,020	14,200	284.00	0.00	221.92	7.15000	1,581.62	0.00	1,581.62
2887 08 21 Pd 857	41,020	25,920	15,100	302.00	0.00	241.92		1,731.12	0.00	1,731.12
		0	0	0.00	0.00	0.00		0.00	0.00	0.00

ASSEMBLING SHEET

Deferred 1/11 acy

1988 I

Pounds Per Std. Bu.

60.00 Wheat
32.00 Oats
56.00 Rye
60.00 Soybeans
56.00 Corn

WHEETCO
PO BOX 668
IRETON, IO
STATE
ZIP-5111

Name: RAHF BROS.

Grain Type: SHARP WHEAT Check Off: YES Apply to Contract #

Ticket or Serv. Ac. DATE	Gross Weight	Tare Weight	Net Weight	Dock 4.00%	Moist 9.00%	Net Lb./Bu	Net Price	Gross Dollar	Other Deduct	Tota. Due
2918 10:20:?? SEPW	87,?80	Lo.120	43,340	1,?33.60	0.00	701.44	3.25000	3,?65.44	0.00	3,?65.44
	0	0		0.00	0.00	0.00		0.00	0.00	0.00
	0	0		0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	87,?80	Lo.120	43,340	1,?33.60	0.00	701.44	3.25000	3,?65.44	0.00	3,?65.44

TOTAL AMOUNT DUE $ 3,?65.44

Bert 2546.23
(7.01)
$ 2539.22

LESS: Deductions
Checkoff
Misc.

NET AMOUNT DUE

NET CHECKOFF $

Jerry paid
$2539.21

CONTRACT SETTLEMENTS

Contract #

Delivering Contract Weight ... Lbs. @ ...
Total Settled Weight

Left to be Settled

Signature

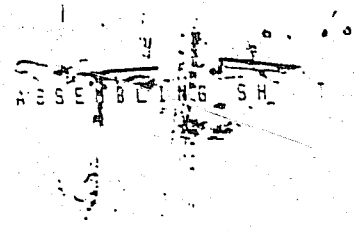
Left Weight ... Lower ... Weight ... Lbs.

P/June

136 ± I

Bert 10,163.98
(14.27)
10149.71

Jerry 10,163.99
(14.26)
10,149.73



Defense

Pl/Exhibit

1966 I

Rounds Per Bbl, Etc.

50.00	Wheat
32.00	Oats
5.00	Rye
40.00	Barleans
5.00	Corn

WHEELER
PO BOX 808
BRETON, SD
57445
397-2211

YEAR: 1966

Check Date: 1966

Acct. to Contract #

Tickets Of Perm. No.	Date	Gross Weight	Tare Weight	Net Weight	Dock %	Moist %	Net Lbs.	Net Price	Gross Dollar	Other Deduct	Total Deduct
7721	10/12	86,840	37,000	49,840	1,278.10	0.00	48,561.90		1,554.80		1,554.80
7726	10/13	77,720	37,180	40,540	1,022.10	0.00	39,517.90		1,265.08		1,265.08
7742	10/17	82,440	34,800	47,640	1,210.80	0.00	46,429.20		1,485.80		1,485.80
7747	10/18	85,280	36,980	48,300	1,218.60	0.00	47,081.40		1,507.40		1,507.40
7757	10/19	78,120	37,080	41,040	1,034.20	0.00	40,005.80		1,281.00		1,281.00
7762	10/20	74,180	37,180	36,920	1,000.20	0.00	35,919.80		1,150.40		1,150.40
7768	10/21	69,220	37,140	32,080	847.20	0.00	31,232.80		1,000.00		1,000.00
7770	10/24	77,260	37,120	40,140	1,059.60	0.00	39,080.40		1,251.20		1,251.20

Bert 12,123.67
(34.59)
12,089.08

Paid Jerry
$12,089.07

Defend

P/Jun

Pounds Per Stb. Bu.

1371 I

[illegible]
[illegible]
[illegible]
[illegible]

50.00 Wheat
32.00 Oats
56.00 Rye
60.00 Soybeans
56.00 Corn

Name: [illegible]

Grain Type: WHEAT Check off: [illegible] Apply to Contract #

Ticket or Rem. No. DATE	Gross Weight	Tare Weight	Net Weight	Dec.	Moist.	Net Lb. Bu.	Net Price	Gross Dollar	Other Deduct	Total Due
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
TOTAL	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]

TOTAL AMOUNT DUE $ [illegible]

LESS: Deductions
Check off
Misc.

Bert $ 2964.13
(8.46)
2955.67

WHEAT CHECKOFF $ [illegible]
$

NET AMOUNT DUE $ [illegible]

Paid Jerry
$ 2955.68

[illegible] ____ AMOUNT ____

[illegible] ____ AMOUNT ____

CONTRACT
SETTLEMENTS

Contract #

Remaining Contract Amount [illegible]
Total Settled Amount

[illegible]

[illegible]

SIGNATURE

[illegible] Wheat [illegible] Date

[illegible]

ASSEMBLING SHEET

P/Jun

1882 I

WHEETCO
PO BOX [illegible]
BROTON, SD
[illegible]
[illegible]

Pounds Per Std. Bu.

[illegible] Wheat
[illegible] Oats
[illegible] Rye
[illegible] Soybeans
[illegible] Corn

Name: [illegible] BROS.

Deferred

Grain Type: [illegible] SUNFLOWERS Check off: [illegible]

Apply to Contract #

Ticket or Refr. No. DATE	Gross Weight	Tare Weight	Net Weight	Cost	Moist	Net Lb. Bu	Net Price	Gross Dollar	Other Deduct	Total Due
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
TOTALS	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	[illegible]

TOTAL AMOUNT DUE

LESS: Deductions
Check off
Misc.

NET AMOUNT DUE

Bert 1031.16
(1.44)
1029.72

SUNFLOWER CHECKOFF

[illegible] Put in

CONTRACT SETTLEMENTS

Jerry 1031.16
(1.45)
1029.71

Contract #

Beginning Contract Amount [illegible] Lbs. or Bu.
Total Settled Amount

Left to be Settled

SIGNATURE

Jerry Wheeting Owner of Wheetco Date

ASSEMBLING SHEET

4/July

1430 I

Pounds Per Std. Bu.

60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

WHEETCO
PO BOX 662
BRETON, SD
57445
397-8111

Name: PAAP SEDS.

Grain Type: SD SUNFLOWERS Check off: (FEE)

Apply to Contract #

Ticket or Perm. No.	DATE	Gross Weight	Tare Weight	Net Weight	Dock 1.00%	Moist 0.00%	Net Lbs./Bu	Net Price	Gross Dollar	Other Deduct	Total Due
#165	7/23/96	35,380	15,980	19,400	194.00	0.00	19,206.00	0.14000	2,716.56	0.00	2,716.56
#166	7/23/96	26,500	10,220	16,280	162.80	0.00	16,117.20		2,282.62	0.00	2,282.62
#168	7/24/96	28,120	10,180	18,040	180.40	0.00	17,859.60		2,502.34	0.00	2,502.34
#169	7/24/96	37,300	16,940	20,360	203.60	0.00	20,156.40		2,825.50	0.00	2,825.50
#173	7/25/96	13,800	8,560	5,240	52.40	0.00	5,187.60		727.26	0.00	727.26
#174	7/24/96	33,380	18,140	15,240	152.40	0.00	15,087.60		2,134.34	0.00	2,134.34
		0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
		0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
		0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
		0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
		0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
		0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
TOTALS		175,180.00	32,020.00	98,160.00	1,667.20	0.00	91,492.80		12,308.99	0.00	12,308.99

SCALE TICKET #4165,#4166,#4167,#4173,#4174 BOOKED AT 2%:

$ 12,308.992

TOTAL AMOUNT DUE

LESS: Deductions
Checkoff
Misc.

Bert 6404.49
(9.15)
6395.34

SUNFLOWER CHECKOFF $ 18.50
$

$ 12,290.492

NET AMOUNT DUE

PD. I. NO._____ AMOUNT_____

PD. I. NO._____ AMOUNT_____

CONTRACT SETTLEMENTS

Jerry 6404.50
(9.15)
6395.35

Contract #

Beginning Contract Amount (in Lbs. or Bu.)

Total Settled Amount

Left to be Settled

91,492.80 = Bu.
91,492.80 = Bu.

SIGNATURE

Larry Wheeting, Owner of Wheetco, Date

4497

DEFERRED PAYMENT CONTRACT

DATE: 3/10/00

THIS AGREEMENT, made and entered into by and between Wheetco, Inc. with its principal place of business at 300 E. Railroad Ave, Groton, SD, hereinafter referred to as "Buyer", and Bert Raap whose principal place of business is at Rt. 2 Box 49 Andover, SD hereinafter referred to as "Seller",

The parties hereto hereby promise and agree as follows:

1. Seller hereby sells and Buyer hereby purchases and acknowledges receipt of the following described grain(s):

RECEIPT NO.	KIND OF GRAIN	NET BUSHELS	PRICE	AMOUNT
See DP#	Seed Wheat		$	$ 33,896.43
#2437-1996				
See DP	Sunflowers			15,599.64
#2439-1996				

TOTAL GROSS AMOUNT: SF Checkoff 24.86 $ 51,496.07

LESS DEDUCTIONS: Wheat Checkoff 48.10 (72.96)

NET AMOUNT $ 51,423.11

2. Which Buyer agrees to pay to Seller between the dates of _____ (date), and _____ (date).

3. Seller hereby warrants that he has good and merchantable title and the right to sell the grain hereinabove described, and that said grain is free and clear of all liens, encumbrances, security interest or claims of any nature whatsoever, and Seller hereby promises and agrees to warrant and defend the title thereto against any and all claims.

4. Neither this contract nor the obligations contained herein may be assigned by either Buyer or Seller to any third party whatsoever and that the same may not be used as collateral for a loan.

5. This contract and the obligations contained herein shall be binding upon the heirs, administrators, executors, personal representatives or successors of the parties hereto.

"THIS CONTRACT IS NOT PROTECTED BY SOUTH DAKOTA STATUTORY WAREHOUSEMAN'S BOND OR GRAIN DEALER'S BOND COVERAGES."

Bert Raap Seller

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year first above written.

Wheetco, Inc. Buyer

By Larry Wheeler President Title

FORM 2555SD — Victor Lundeen Co., Printers, Fergus Falls, Minnesota — 256198

KOLKER LAW OFFICE

P.O. Box 467 - 182 N. Main
Groton, South Dakota 57445

Richard L. Kolker
Kari A. Bartling

605-397-8464
Fax - 605-397-8497
email: tdlaw@nvc.net

August 15, 2001

Public Utilities Commission
State Capitol Building
500 E. Capitol Avenue
Pierre, SD 57501-5070

Re: Wheetco, Inc. – Bert Raap – Our File #6639
Wheetco, Inc. – Jerry Raap – Our File #6891

Dear Sirs:

Enclosed with this letter you will find proof of claims being filed on behalf of Bert Raap and Jerry Raap.

Thanks, I remain

Very truly yours,

Richard Kolker
RK/jk

RECEIVED
AUG 1 3 2001
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

1C

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Jerry Raap, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named

Wheetco, Inc. located at Groton, South Dakota 57445

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
Assembly					
Sheet #1763	3-26-97	Sunflowers	103,490#	.115	N/A
Assembly					
Sheet#1838	5-30-97	Sunflowers	36,980#	.120	N/A
Assembly					
Sheet#1854	6-5-97	Sunflowers	56,020#	.120	N/A

* Represents claimants share of grain sold.

Explanation of Claim:

Grain was delivered and prmises received for payment on numerous occasions but never paid. Filed Bankruptcy.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Jerry Raap
Signature of Claimant

August 14, 2001
Date

R.R. 1, Box 50
Street/PO Box

Andover, SD 57445
City/State/Zip

605-298-5268
Telephone

RECEIVED
AUG 16 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Subscribed and sworn to me this 14th day of August, 2001.

Notary [signature]

County of: Brown

State of: South Dakota

Commission Expires: 10-23-04

DEFERRED PAYMENT CONTRACT

2-+C

DATE: -1/. /:7

THIS AGREEMENT, made and entered into by and between W:::l ..,1 :.

with its principal place of business at _____, hereinafter

referred to as "Buyer", and J. :pt:..p _____,

whose principal place of business is at _____,

hereinafter referred to as "Seller",

The parties hereto hereby promise and agree as follows:

1. Seller hereby sells and Buyer hereby purchases and acknowledges receipt of the following described grain(s):

RECEIPT NO.	KIND OF GRAIN	NET BUSHELS	PRICE	AMOUNT
D:: 11	..:.:.:.

1783

Gross $ ... Est $ ...

...
...
...
...

Name: ... Farm #808.

Grain Type: ... Check off: ...

Ticket # / Ref. #	Date	Tare Weight	Net Weight	Dock	Moist 0.00% Lb.	Net	Price	Gross $	Other Deduct	Total Due
5189	3/26/87	15,760	20,700	1,035	0.00	19,665	0.11500	2,261.48	0.00	2,261.48
5191	3/26/87	17,020	20,540	1,027	0.00	19,513		2,244.00	0.00	2,244.00
5192	3/27/87	15,520	21,180	1,270.80	0.00	19,909.20		2,289.56	0.00	2,289.56
5199	3/27/87	13,060	14,280	856.80	0.00	13,423.20		1,543.67	0.00	1,543.67
5200	3/27/87	13,160	12,500	625.00	0.00	11,875.00		1,365.63	0.00	1,365.63
5208	3/27/87	13,160	21,680	650.40	0.00	21,029.60		2,418.40	0.00	2,418.40
5211	3/27/87	18,880	20,500	1,230.00	0.00	19,270.00		2,216.05	0.00	2,216.05
5206	3/28/87	17,160	13,360	534.40	0.00	12,825.60		1,474.94	0.00	1,474.94
5209	3/28/87	18,260	20,700	828.00	0.00	19,872.00		2,285.28	0.00	2,285.28
5210	3/28/87	13,680	19,600	642.00	0.00	18,958.00		2,180.17	0.00	2,180.17
5212	3/28/87	13,680	14,840	593.60	0.00	14,246.40		1,638.34	0.00	1,638.34
5213	3/28/87	13,960	12,840	513.60	0.00	12,326.40		1,417.53	0.00	1,417.53
5214	3/28/87	18,680	22,300	892.00	0.00	21,408.00		2,461.92	0.00	2,461.92
TOTALS		185,300.00	236,980.00	9,308.80	0.00	227,671.20		26,732.79	0.00	26,732.79

SINGLE TICKET #5199,5200,5208 DOCKED AT 6%;
#5201,5212,5213,5214 ... 6% AT 5%; #5206,5209 DOCKED AT 4%;

TOTAL ... $ 26,732.786

LESS: Deduct ... $ 39.54
Other ... $ (
Misc. Est's 11,366.40 / (19.77) / 11,346.63 ...

NET AMOUNT ... $ 26,693.251

Jump 11,366.34 / (19.77) / 11,346.57

CONTRACT SETTLEMENTS

Contract # ... Pd. Ck. No._____ AMOUNT_____

Pd. Ck. No._____ AMOUNT_____

Beginning Contract Amount (in Lbs. or Bu.) ... 0.00 #/Bu.
Total Settled Amount ... 197,676.40 #/Bu.

Left to be Settled ... -197,676.40 #/Bu.

SIGNATURE _____
... meeting, Owner of Wheatco, Date

4463 **DEFERRED PAYMENT CONTRACT**

DATE: 3/[illegible]/98

THIS AGREEMENT, made and entered into by and between Wheatco, Inc, with its principal place of business at 3[illegible] E Railroad Ave, hereinafter referred to as "Buyer", and Jerry Bacup, whose principal place of business is at _____, hereinafter referred to as "Seller",

The parties hereto hereby promise and agree as follows:

1. Seller hereby sells and Buyer hereby purchases and acknowledges receipt of the following described grain(s):

RECEIPT NO.	KIND OF GRAIN	NET BUSHELS	PRICE	AMOUNT
1/2 [illegible]	[illegible] Sunflowers		$12.00/cwt	$6554.18
1/2 [illegible]	" "		12.00/cwt	4352.93

TOTAL GROSS AMOUNT: $10,907.11

LESS DEDUCTIONS: SF Checkoff ..... (18.18)

NET AMOUNT $10,888.93

2. Which Buyer agrees to pay to Seller between the dates of 1/1/99 (date), and 1/30/99 (date).

3. Seller hereby warrants that he has good and merchantable title and the right to sell the grain hereinabove described, and that said grain is free and clear of all liens, encumbrances, security interest or claims of any nature whatsoever, and Seller hereby promises and agrees to warrant and defend the title thereto against any and all claims.

4. Neither this contract nor the obligations contained herein may be assigned by either Buyer or Seller to any third party whatsoever and that the same may not be used as collateral for a loan.

5. This contract and the obligations contained herein shall be binding upon the heirs, administrators, executors, personal representatives or successors of the parties hereto.

"THIS CONTRACT IS NOT PROTECTED BY SOUTH DAKOTA STATUTORY WAREHOUSEMAN'S BOND OR GRAIN DEALER'S BOND COVERAGES."

[illegible] Bacup Seller

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year first above written.

Wheatco, Inc. Buyer

By [illegible] Cutler

FORM 2555SD — Victor Lundeen Co., Printers, Fergus Falls, Minnesota — 256196

ASSEMBLING SHEET

1838

May 9 I

Pounds Per Std. Bu.

60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

WHEETCO
PO BOX 668
GROTON, SD
57445
397-8111

Name: SPAR FOOD.

Grain Type: BO SUNFLOWERS Check off: (YES) Apply to Contract #

Ticket or Pefr. No./DATE	Gross Weight	Tare Weight	Net Weight	Dock - 2.00%	Moist 0.00%	Net Lb./Bu.	Net Price	Gross Dollar	Other Deduc.	Total
5522 5/30/97 29TW	37,160	16,980	20,180	403.60	0.00	19,776.40	0.12000	2,373.17	0	2,373.17
5525 5/30/97 30TW	29,900	13,400	16,500	330.00	0.00	16,170.00		1,940.40	0	1,940.40
5527 5/31/97 30TW	37,500	16,980	20,520	411.00	0.00	20,168.10		2,420.21	0.00	2,420.21
5570 5/30/97 29.5	30,000	13,420	16,580	331.60	0.00	16,434.00		1,972.08	0.00	1,972.08
0	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
0	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
0	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
0	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
0	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
0	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
0	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
TOTALS	134,560.00	60,780.00	[illegible]	[illegible]	[illegible]	72,548.80		8,705.86	[illegible]	[illegible]

SCALE TICKET [illegible] : 8,705.86

TOTAL AMOUNT DUE

LESS: Deductions Berta 435.93
Checkoff (7.25)
Misc.

NET AMOUNT DUE 4345.68

SUNFLOWER CHECKOFF 14.81

[illegible] 435.93
(7.25)

CONTRACT SETTLEMENTS 428.67

Contract # [illegible] CK. NO. [illegible]

Register Contract Amount [illegible] or Bal. [illegible] CK. NO. [illegible]

Total Sent or Recvd [illegible]

[illegible] 0.00 #/Bu.
[illegible] 72,548.80 #/Bu.
[illegible] #/Bu.

SIGNATURE _____ Date

P/Dune

1854

T.

[illegible] Per Stu. Bu.

60.00 [illegible]
32.00 [illegible]
50.00 [illegible]
60.00 [illegible]
56.00 [illegible]

[illegible]
[illegible]
[illegible]
[illegible]

[illegible]

[illegible] SUNFLOWERS Check [illegible] (YES) [illegible] to Contract #

Ticket [illegible]	Tare Weight	Net Weight	Dock 2.00%	Moist 0.00%	Net Lb./Bu	Net Price	Gross Dollar	Other Deduct	Total Due
[illegible]	12,420	[illegible]	334.00	0.00	[illegible]	[illegible]	[illegible]	[illegible]	1,[illegible]
[illegible]	[illegible]	[illegible]	607.20	0.00	[illegible]		[illegible]	[illegible]	2,355.94
[illegible]	[illegible]	21,[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	2,575.44
[illegible]	[illegible]	17,[illegible]	[illegible]	[illegible]	[illegible]		[illegible]	0.00	2,018.02
[illegible]	[illegible]	[illegible]	468.00	0.00	[illegible]		[illegible]	0.00	1,815.84
[illegible]	[illegible]	[illegible]	613.20	0.00	[illegible]		[illegible]	[illegible]	2,379.22
[illegible]	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0.00	0.00	[illegible]		0.00	0.00	0.00
	[illegible]	0	0.00	0.00	[illegible]		[illegible]	0.00	0.00
	0	0	0.00	0.00	[illegible]		0.00	0.00	0.00
	0	0	[illegible]	0.00	[illegible]		[illegible]	0.00	0.00
	0	0	0.00	0.00	[illegible]		0.00	0.00	0.00
[illegible]	[illegible]	112,040.00	[illegible]	[illegible]	[illegible]		[illegible]	[illegible]	13,108.37

[illegible] TICKET #5580.5581 DOCKED [illegible]

TOTAL [illegible] $ 13,108.368

LESS: Deduct[illegible] Checkoff Misc.

Bu's 6554.18
(10.93)
$ 6543.25

SUNFLOWER CHECKOFF $ [illegible] 21.85
$ [illegible]

$ 13,086.521

NET [illegible]

FD. CR. NO. _____ AMOUNT _____

Terrip 6554.17
(10.92)
6543.25

FD. CR. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract #

[illegible] Contract Amount [illegible] or Bu. 0.00 $/Bu.
[illegible] Settled Amount 109,[illegible].40 $/Bu.

Left to be Settled -109,[illegible].40 $/Bu.

SIGNATURE _____
[illegible] Wheeling, Owner of Wheelco, Date

1D

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, FRED A. WOLKEN JR., the undersigned, do hereby submit this claim against any grai funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named WHEETCO located at GROTON S.D.

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
	6-18-98	CRACKED CORN	111.79	$ 751.20	N/A

Explanation of Claim:

CLEANED & CRACKED & RECLEANED CORN FOR BIRD FOOD

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above clai and state that it is true under penalty of law.

RECEIVED
SEP 18 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Fred A Wolken Jr
Signature of Claimant

9-18-01
Date

13052 - 406 AVE.
Street/PO Box

GROTON, S.D. 57445
City/State/Zip

605-397-8280
Telephone

Subscribed and sworn to me this 18th day of September, 2001.

Notary Linda Lowary
My Commission Expires Sept 15, 2003
County of: Brown
State of: South Dakota

1E

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE RENEWAL OF WHEETCO, INC.'S GRAIN DEALER LICENSE	)	GD00-001
	)	AFFIDAVIT OF MILES BRETSCH

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF Brown)

Miles Bretsch, after being duly sworn upon his oath, hereby states and deposes as follows:

1. My name is Miles Bretsch and I reside at 10326 390th Avenue, Frederick, SD 57441.
2. On or about 6/99 I entered into a contract with Wheetco, Inc. for the sale of sunflowers.
3. To date I have not been paid by Wheetco Inc. for the sunflowers that I delivered.
4. I hereby file this formal complaint and request that the Public Utilities Commission proceed against the bond of Wheetco Inc. for failure to pay.

Further affiant sayeth not.

Miles Bretsch

On this 14th day of June, 2001, came before me, a Notary Public in and for the State of South Dakota, Miles Bretsch, well known to me or having proved his identity by means of sufficient proof, and being duly sworn, executed the foregoing "Affidavit" in my presence.

(SEAL)

R Scott Campbell
Notary Public

Notary Print Name:
My Commission Expires:

R. SCOTT CAMPBELL, Notary Public
Brown County, South Dakota
My Commission Expires February 16, 2002

RECEIVED
JUN 18 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

EXHIBIT 5

To; South Dakota Public Utilities Commission

From: Miles Bretsch
10326 390th Ave
Frederick. S.D. 57441
ph 329-2109

I am making a formal complaint against Wheeto of Groton S.D. for the money they owe me for confection sunflowers I took to them. I hauled approx. 160,000 lbs of sunflowers to Wheeto in June of 1999. The value of the flowers was approximately $15. cwt or $24,000. I had received no money before they filed bankruptcy.

Sincerely,
Miles Bretsch

1 F

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Stephanie Kjerstad d/b/a Kjerstad Farm Partnership, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named

Wheetco, Inc. located at Groton, SD

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
	SEE ATTACHED ASSEMBLING SHEET				

RECEIVED
AUG 2 3 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

Kjerstad Farm Partnership sold several truckloads of safflower seeds to Wheetco, Inc. in February and March 1999. Wheetco, Inc. failed to pay for these shipments and Kjerstad Farm Partnership subsequently obtained a judgment against Wheetco, Inc. in the amount of $18,015, which remains outstanding.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Kjerstad Farm Partnership by: Stephanie Kjerstad
Signature of Claimant

8/21/01
Date

23046 Quinn Rd
Street/PO Box

Quinn, S.D. 57775
City/State/Zip

(605) 386-3224
Telephone

Subscribed and sworn to me this 21 day of August, 2001.

BOBBI JO DARTT NOTARY SEAL PUBLIC SOUTH DAKOTA

Notary Bobbi Jo Dartt

County of: Pennington

State of: South Dakota

Commission Expires: June 22, 07.

UJS 04a-1 86

JUDGMENT

IN THE CIRCUIT COURT

DOCKET 0226.69 PENNINGTON COUNTY CASE NO CIV00-427

JUDGMENT DEBTOR	JUDGMENT CREDITOR
WHEETCO INC.	KJERSTAD FARMS PARTNERSHIP

AMOUNT OF JUDGMENT	AMOUNT OF COSTS	DATE OF JUDGMENT			DATE OF FILING				DATE OF DOCKETING			
		Month	Day	Year	Mo.	Day	Yr.	Hr. Min.	Mo.	Day	Yr.	Hr Min
$18,015.00		07	10	00	07	10	00	2:00pm	07	11	00	8:01am

COURT WHERE JUDGMENT RENDERED: 7TH CIRCUIT COURT JUDGE DAVIS

ATTORNEYS FOR JUDGMENT CREDITOR

PAPERS FOLLOWING ENTRY OF JUDGMENT	ACCRUED COSTS	DATES Mo	Day	Yr	PAPERS FOLLOWING ENTRY OF JUDGMENT	ACCRUED COSTS	DATES Mo	Day
TRANSCRIBE TO BROWN CO	$5.00							
EXEC TO BROWN CO	$5.00							

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF PENNINGTON)

EXECUTION

IN CIRCUIT COURT
IN MAGISTRATE COURT

THE STATE OF SOUTH DAKOTA TO THE SHERIFF OF BROWN COUNTY:

You are required to satisfy the above judgment, together with interest and accruing costs from the date of judgment in the above entitled cause, from the personal property of the judgment debtor; and if sufficient personal property cannot be found, out of real property belonging to the judgment debtor on the day when the judgment debtor on the day when the judgment was docketed, or at any time there after; and to make return of this execution with what you have done within sixty days after your receipt thereof, or within sixty days from the date of levy, if levy was made within that time.

WITNESS HON. JUDGE DAVIS, Judge of said circuit court and given under my hand and the seal of this court this 18th day of JULY, 2000.

RANAE TRUMAN
Clerk of Courts

Deputy

Received this execution on the _____ day of _____, 20____, at _____ _____M.

County

WS 3441(86)

JUDGMENT

IN THE CIRCUIT COURT

DOCKET 0222669 PENNINGTON COUNTY CASE NO. CIV00-427

JUDGMENT DEBTOR	JUDGMENT CREDITOR
WHEETCO INC.	KJERSTAD FARMS PARTNERSHIP

AMOUNT OF JUDGMENT	AMOUNT OF COSTS	DATE OF JUDGMENT			DATE OF FILING				DATE OF DOCKETING			
		Month	Day	Year	Mo	Day	Yr.	Hr. Min.	Mo.	Day	Yr	Hr M
$18,015.00		07	10	00	07	10	00	2:00pm	07	11	00	8:01am

COURT WHERE JUDGMENT RENDERED: 7TH CIRCUIT COURT JUDGE DAVIS

ATTORNEYS FOR JUDGMENT CREDITOR

PAPERS FOLLOWING ENTRY OF JUDGMENT	ACCRUED COSTS	DATES Mo.	Day	Yr.
TRANSCRIBE TO BROWN CO	$5.00	07	18	00

PAPERS FOLLOWING ENTRY OF JUDGMENT	ACCRUED COSTS	DATES Mo	Day	Yr

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF PENNINGTON)

TRANSCRIPT OF JUDGMENT RECORD

I, *Ranae Truman*, Clerk of Courts, County of *Pennington*, hereby certify that the above is a full, true, correct and complete transcript and copy of the Judgment Docket, which is retained in my office.

WITNESS my hand and seal of this Court, in the County and State named above, this 18th day of JULY, 2000.

Ranae Truman
Clerk of Courts

Ranae Truman

Page 1/1

ASSEMBLING SHEET

2884

Pounds Per Std. Bu.

50.00 Wheat
22.00 Oats
56.00 Rye
60.00 Soybeans
56.00 Corn

WHEETOO
PO BOX 565
GRETON, SD
57445
367-5111

Name: WHEETOO

Grain Type: SUNFLOWER Check off: (YES) ( ) Apply to Contract #

Ticket or Ref. No./DATE	Gross Weight	Tare Weight	Net Weight	Dock 10.00%	Moist 0.00%	Net Lb./Bu	Net Price	Gross Dollar	Other Deduct	Total Due
6955 8/16/88	88,730	41,192	47,538	5,282.00	0.00	47,538.00	0.08500	4,040.73	0.00	4,040.73
				0.00	0.00	0.00		0.00	0.00	0.00
				0.00	0.00	0.00		0.00	0.00	0.00
				0.00	0.00	0.00		0.00	0.00	0.00
				0.00	0.00	0.00		0.00	0.00	0.00
				0.00	0.00	0.00		0.00	0.00	0.00
				0.00	0.00	0.00		0.00	0.00	0.00
				0.00	0.00	0.00		0.00	0.00	0.00
				0.00	0.00	0.00		0.00	0.00	0.00
				0.00	0.00	0.00		0.00	0.00	0.00
				0.00	0.00	0.00		0.00	0.00	0.00
	1			0.00	0.00	0.00		0.00	0.00	0.00
TOTALS	88,730	41,192	47,538	5,282.00	0.00	47,538.00		4,040.73	0.00	4,040.73

TOTAL AMOUNT DUE $ 4,040.73

LESS: Deductions
Checkoff SUNFLOWER CHECKOFF $ (14.25)
Misc. $

NET AMOUNT DUE $ 4,026.48

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT
SETTLEMENTS

Contract #

Beginning Contract Amount (in Lbs. or Bu.) -0.00 #/Bu.
Total Settled Amount -47,538.00 #/Bu.
Left to be Settled -47,538.00 #/Bu.

SIGNATURE _____
Grain Weighing Owner or Weight Data

A S S E M B L Y S h e e t

Copies

2596

Pounds Per Std. Bu.

60.00 Wheat
32.00 Oats
56.00 Rye
60.00 Soybeans
56.00 Corn

WHEETCO - -
PO BOX 555
GROTON, SD
57445
397-6111

Name: AIERSTAD FARM PARTNERSHI

Grain Type: SAFFLOWER Check-Off: (YES) ( ) Apply to Contract #

Ticket or Refr. No.	Date	Loss Weight	Tare Weight	Net Weight	Dock 0.00%	Moist 0.00%	Net Lb./Bu	Net Price	Gross Dollar	Other Deduct	Total Due
8368	2/8/99	88,620	33,900	54,720	0.00	0.00	54,720.00	0.10500	5,745.60	0.00	5,745.60
8003	2/17/99	88,320	32,580	55,740	0.00	0.00	55,740.00		5,852.70	0.00	5,852.70
					0.00	0.00	0.00		0.00	0.00	0.00
					0.00	0.00	0.00		0.00	0.00	0.00
					0.00	0.00	0.00		0.00	0.00	0.00
					0.00	0.00	0.00		0.00	0.00	0.00
					0.00	0.00	0.00		0.00	0.00	0.00
					0.00	0.00	0.00		0.00	0.00	0.00
					0.00	0.00	0.00		0.00	0.00	0.00
					0.00	0.00	0.00		0.00	0.00	0.00
					0.00	0.00	0.00		0.00	0.00	0.00
TOTALS		176,940.00	66,480.00	110,460.00	0.00	0.00	110,460.00		11,598.30	0.00	11,598.30

TOTAL AMOUNT DUE $ 11,5

LESS: Deductions:
Checkoff
Misc.

SAFFLOWER CHECKOFF $ 33.

NET AMOUNT DUE $ 11,565.

PD. CK. NO. ____ AMOUNT ____

CONTRA PD. CK. NO. ____ AMOUNT ____

SETTLEMENT

Contract #

total = $ 15591.63

Beginning Contract Amount (in Lbs. or Bu.) 110,460.00 #/Bu.
Total Settled Amount -110,460.00 #/Bu.

Left to be Settled ____

SIGNATURE _____
Farm Wheeting, Owner or Agent, Date

GUNDERSON, PALMER, GOODSELL & NELSON, LLP

ATTORNEYS AT LAW

AMERICAN MEMORIAL LIFE BUILDING
440 MT. RUSHMORE ROAD
POST OFFICE BOX 8045
RAPID CITY, SOUTH DAKOTA 57709-8045

TELEPHONE (605) 342-1078 • FAX (605) 342-9503

ATTORNEYS LICENSED TO PRACTICE IN SOUTH DAKOTA, NORTH DAKOTA, NEBRASKA WYOMING & MINNESOTA

WYNN A. GUNDERSON
J. CRISMAN PALMER
G. VERNE GOODSELL
JAMES S. NELSON
DANIEL E. ASHMORE
DONALD P. KNUDSEN
PATRICK G. GOETZINGER

TALBOT J. WIECZOREK
PAUL S. SWEDLUND
MARK J. CONNOT
JENNIFER K. TRUCANO
MARTY J. JACKLEY
SARAH HIRSCH WITTMUSS
DAVID E. LUST
THOMAS E. SIMMONS

Writer's e-mail address:
dlust@gpgnlaw.com

August 22, 2001

Mr. Bob Knadle
Director
Transportation/Warehouse Division
South Dakota Public Utilities Commission
State Capitol building
500 Ease Capitol Avenue
Pierre, SD 57501-5070

RECEIVED
AUG 23 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

RE: Kjerstad Farm Partnership
Lazy BS
GPG&N File No. 00138

Dear Mr. Knadle:

Enclosed please find the following:

1. Original Proof of Claim for Cash Grain with attachments for Kjerstad Farm Partnership; and
2. Original Proof of Claim for Cash Grain with attachments for Lazy BS.

If you have any questions or require further documentation, please do not hesitate to contact me.

Sincerely,

David E. Lust

DEL:kar
Enclosures

cc: Ms. Stephanie Kjerstad
Mr. Stan Anderson

16

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Stan Anderson d/b/a Lazy BS, LLP, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named

Wheetco, Inc. located at Groton, South Dakota

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
	SEE ATTACHED ASSEMBLING SHEET				

RECEIVED
AUG 23 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

Lazy BS, LLP sold several truckloads of sunflowers to Wheetco, Inc. throughout January 1999. Wheetco, Inc. made some but not all of the required payments. Lazy BS, LLP subsequently obtained a judgment against Wheetco, Inc. in the amount of $6,464, which remains unpaid to this date.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Lazy B-S, LLP
Stan Eric Monroy Anderson
Signature of Claimant

August 22, 2001
Date

Box 422
Street/PO Box

Wall, SD 57790
City/State/Zip

605-279-2861
Telephone

Subscribed and sworn to me this 22nd day of August, 20 01.

Notary

County of: Pennington

State of: South Dakota

Commission Expires: My Commission Expires March 7, 2006

ASSEMBLING SHEET

2551 P/Jan

Pounds Per Std. Bu.

60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

WHEETCO
PO BOX 668
GROTON, SD
57445
397-8111

Name: LAZY B S

Grain Type: BO SUNFLOWERS Check off: (YES) ( ) Apply to Contract #

Ticket or Refr. No./DATE	Gross Weight	Tare Weight	Net Weight	Dock 6.00%	Moist 0.00%	Net Lb./Bu	Net Price	Gross Dollar	Other Deduct	Total Due
8842 1/20/99 31.5	87,300	31,960	55,340	3,320.40	0.00	52,019.60	0.10250	5,332.01	0.00	5,332.01
8874 1/23/99 31TW	88,560	32,520	56,040	2,802.00	0.00	53,238.00		5,456.90	0.00	5,456.90
8881 1/25/99 31.5	82,640	32,900	49,740	1,989.60	0.00	47,750.40		4,894.42	0.00	4,894.42
8905 1/29/99 31TW	86,640	31,240	55,400	2,216.00	0.00	53,184.00		5,451.36	0.00	5,451.36
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
TOTALS	345,140.00	128,620.00	216,520.00	10,328.00	0.00	206,192.00		21,134.68	0.00	21,134.68

SCALE TICKET #8874 DOCKED AT 5%; #8881 DOCKED AT 4%;

TOTAL AMOUNT DUE $ 21,134.680

LESS: Deductions
Checkoff SUNFLOWER CHECKOFF $ (61.86
Misc. $ (

NET AMOUNT DUE $ 21,072.822

7/8/99 PD. CK. NO. 7019 AMOUNT 5000
7/15/99 PD. CK. NO. 7015 AMOUNT 5000
Pd. 9/29/99 5572.82

CONTRACT SETTLEMENTS

Contract #

Beginning Contract Amount (in Lbs. or Bu.)	0.00 #/Bu.
Total Settled Amount	206,192.00 #/Bu.
Left to be Settled	-206,192.00 #/Bu.

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

UJS 044(1/86)
JUDGMENT

IN THE CIRCUIT COURT

DOCKET 022665 PENNINGTON COUNTY CASE NO CIV00-427

JUDGMENT DEBTOR	JUDGMENT CREDITOR
WHEETCO	LAZY BS, LLP

AMOUNT OF JUDGMENT	AMOUNT OF COSTS	DATE OF JUDGMENT			DATE OF FILING				DATE OF DOCKETING			
		Month	Day	Year	Mo.	Day	Yr.	Hr. Min.	Mo.	Day	Yr.	Hr. Min
$6,464.00		07	10	00	07	10	00	2:00pm	07	11	00	7:58am

COURT WHERE JUDGMENT RENDERED: 7TH CIRCUIT COURT JUDGE DAVIS

ATTORNEYS FOR JUDGMENT CREDITOR

PAPERS FOLLOWING ENTRY OF JUDGMENT	ACCRUED COSTS	DATES Mo.	Day	Yr.
TRANSCRIBE TO BROWN CO	$5.00	07	18	00
EXEC TO BROWN CO	$5.00	07	18	00

PAPERS FOLLOWING ENTRY OF JUDGMENT	ACCRUED COSTS	DATES Mo	Day	Yr

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF PENNINGTON)

EXECUTION

IN CIRCUIT COURT
IN MAGISTRATE COURT

THE STATE OF SOUTH DAKOTA TO THE SHERIFF OF BROWN COUNTY:

You are required to satisfy the above judgment, together with interest and accruing costs from the date of judgment in the above entitled cause, from the personal property of the judgment debtor; and if sufficient personal property cannot be found, out of real property belonging to the judgment debtor on the day when the judgment debtor on the day when the judgment was docketed, or at any time there after; and to make return of this execution with what you have done within sixty days after your receipt thereof, or within sixty days from the date of levy, if levy was made within that time.

WITNESS HON. JUDGE DAVIS, Judge of said circuit court and given under my hand and the seal of this court this 18th day of JULY, 20 00.

RANAE TRUMAN
Clerk of Courts

Deputy

Received this execution on the _____ day of _____, 20____, at _____ _____M.

UJS 044(1/86)
JUDGMENT

IN THE CIRCUIT COURT

DOCKET 0226&5 PENNINGTON COUNTY CASE NO CIV00-427

JUDGMENT DEBTOR	JUDGMENT CREDITOR
WHEETCO	LAZY BS, LLP

AMOUNT OF JUDGMENT	AMOUNT OF COSTS	DATE OF JUDGMENT			DATE OF FILING				DATE OF DOCKETING			
		Month	Day	Year	Mo.	Day	Yr.	Hr. Min.	Mo.	Day	Yr	Hr. Min
$6,464.00		07	10	00	07	10	00	2:00pm	07	11	00	7:58am

COURT WHERE JUDGMENT RENDERED: 7TH CIRCUIT COURT JUDGE DAVIS

ATTORNEYS FOR JUDGMENT CREDITOR

PAPERS FOLLOWING ENTRY OF JUDGMENT	ACCRUED COSTS	DATES Mo.	Day	Yr.
TRANSCRIBE TO BROWN CO	$5.00	07	18	00

PAPERS FOLLOWING ENTRY OF JUDGMENT	ACCRUED COSTS	DATES Mo	Day	Yr

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF PENNINGTON)

TRANSCRIPT OF JUDGMENT RECORD

I, *Ranae Truman*, Clerk of Courts, County of *Pennington*, hereby certify that the above is a full, true, correct and complete transcript and copy of the Judgment Docket, which is retained in my office.

WITNESS my hand and seal of this Court, in the County and State named above, this 18th day of JULY, 20 00.

Ranae Truman
Clerk of Courts

Deputy

GUNDERSON, PALMER, GOODSELL & NELSON, LLP

ATTORNEYS AT LAW

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SARAH HIRSCH WITTMUSS
DAVID E. LUST
THOMAS E. SIMMONS

Writer's e-mail address:
dlust@gpgnlaw.com

August 22, 2001

Mr. Bob Knadle
Director
Transportation/Warehouse Division
South Dakota Public Utilities Commission
State Capitol building
500 Ease Capitol Avenue
Pierre, SD 57501-5070

RECEIVED
AUG 23 2001
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: Kjerstad Farm Partnership
Lazy BS
GPG&N File No. 00138

Dear Mr. Knadle:

Enclosed please find the following:

1. Original Proof of Claim for Cash Grain with attachments for Kjerstad Farm Partnership: and
2. Original Proof of Claim for Cash Grain with attachments for Lazy BS.

If you have any questions or require further documentation, please do not hesitate to contact me.

Sincerely,

David E. Lust

DEL:kar
Enclosures

cc: Ms. Stephanie Kjerstad
Mr. Stan Anderson

1 H

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Gary A. Tiegs, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheetco, Inc. located at Groton, South Dakota.

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
	11/02/98	White Millet	47,597 lbs.	9c	N/A
	11/02/98	White Millet	51,704 lbs.	9c	N/A

RECEIVED
AUG 23 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

We agreed on a price of $.09 per pound. I was never paid for the millet. I am owed $8,937.13.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Gary A. Tiegs
Signature of Claimant

August 20, 2001
Date

38923 100th Street SE
Street/PO Box

Ellendale, ND 58436
City/State/Zip

(701) 349-4386
Telephone

Subscribed and sworn to me this 20th day of August, 2001.

Notary Mark Scallon

MARK SCALLON
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires OCT. 28, 2005

County of: Dickey

State of: North Dakota

Commission Expires: _____

UNITED STATES BANKRUPTCY COURT
District of South Dakota

Debtor's name: Wheetco, Inc.	Case number: 00-10188 Chapter: 11	Please see the instructions that accompany this form for definitions and guidance on completing a proof of claim.
Creditor's name: Gary Teigs	Debtor's account or I.d. number:	This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.
Send notices to (name and address): Gary Teigs Ellendale ND 58436 9249 102nd Street SE Ellendale, ND 58436 Phone number: (701) 349-4386 Fax number: ( )	☐ Check this box if you are aware that someone else has filed a proof of claim relating to your claim. ☐ Check this box if you have never received a notice from the bankruptcy court in this case. ☐ Check this box if your address differs from the address on the envelope sent to you by the bankruptcy court.	☐ Check this box if this claim is intended to replace a previously filed claim. ☐ Check this box if this claim is intended to amend a previously filed claim. Date of previously filed claim:

1. Basis for claim (check all that apply and use "Other" to describe any claim not fitting within one of the listed categories):

☒ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Retiree benefits (per 11 U.S.C. §1114(a))
☐ Wages, salaries, or compensation, for services performed (insert dates): From: To:
Your SSN: 501-28-4212
☐ Other (describe):

2. Date(s) debt incurred: November 2, 1998

3. Date(s) of any judgment:

4. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED:

$	+	$	+	$	=	$
a. Secured (if other than "0", complete no. 5 below)		8,937.13 b. Unsecured		c. Priority (if other than "0", complete no. 6 below)		8,937.13 TOTAL (a+b+c)

☐ Check this box if claim includes interest or other charges. Attach itemized statement of all interest and other charges.

5. SECURED CLAIM. Check the appropriate box(es), if your claim is secured by:

☐ Real estate
☐ Motor vehicle(s)
☐ Other collateral (describe):

Value of collateral: $

Arrearage and other charges at the time the case was filed included in secured claim, if any: $

6. PRIORITY CLAIM. Check the appropriate box(es), if your claim is for:

☐ Wages, salaries, or commissions (up to $4,300*) earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
☐ Deposits (up to $1,950*) toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
☐ Other (describe and specify applicable paragraph of 11 U.S.C. § 507):

* *Amounts are subject to adjustment on 4/1/2001 and every three years thereafter with respect to cases filed on or after the date of the adjustment.*

7. CREDITS: The amount of all payments on this claim has been credited and deducted for the purpose of making this claim.
8. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.
9. DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and a copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date and sign: Gary A Teigs 10-20-00

Print your name and title (if any):

1 I

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Dean Minnerath, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheeler, Inc. located at Groton, S. D

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
		S.F.	12072.96#	$8.00 per #	= $96,583.70
					− 28,805.00 He Paid
					$67,778.70 - Balance
		Oats	5206.88	$1.55 $1.60	$8199.60
					$478.00 + S.C.
		Millet	339,775.8	9¢	$32,278.10
2683 assembly #		Durum	Left to Pay on assembly #		
				2683	$540.00
					+ 191.25 + S.C
					$110,426.25

Explanation of Claim:

RECEIVED
AUG 23 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Dean Minnerath
Signature of Claimant

8-21-01
Date

272 South Lake Dr.
Street/PO Box

Watertown, S.D 57201
City/State/Zip

605-884-[redacted] 1021
Telephone

Subscribed and sworn to me this 21st day of August, 2001.

HEIDI A. FIECHTNER NOTARY SEAL STATE OF DAKOTA

Notary Heidi A. Fiechtner

County of: Codington

State of: South Dakota

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS
TARE

080680 lb 08:09 AM 01/25/00
029280 lb 10:06 AM 01/25/00
51,400

84,100

042660 lb 08:10 AM 01/25/00
009960 lb 10:07 AM 01/25/00
32,700

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10702

DATE 1-25-00

NAME: DM Grain

ADDRESS:

TRUCKER: Dean

LOAD OF Oats 2628.13 Bu

MOIST x $1.55

TEST WEIGHT $4073.60

DOCKAGE

PRICE

WEIGHER

373,225 • Victor Lundeen Co., Printers • Pergus Falls, MN • 1-800-846-4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

080860 lb 12:48 PM 02/11/00

GROSS
TARE 029360 lb 02:35 PM 02/11/00
51,500

041080 lb 12:48 PM 02/11/00
010060 lb 02:37 PM 02/11/00
31,020

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10767

DATE 2/11/00

NAME: D & M Grain

ADDRESS:

TRUCKER:

LOAD OF Oats 2578.75 bu.

MOIST x $1.60

TEST WEIGHT $4126.00

DOCKAGE

PRICE

-on

WEIGHER

373,225 • Victor Lundeen Co., Printers • Pergus Falls, MN • 1-800-846-4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 080440 lb 06:58 AM 10/20/99
TARE
029080 lb 09:12 AM 10/20/99
51360
032880 lb 06:59 AM 10/20/99
009560 lb 09:13 AM 10/20/99
93320

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10277

DATE

NAME: D M Gran

ADDRESS:

TRUCKER: Dale

LOAD OF White millet

MOIST 10%

TEST WEIGHT 74680

DOCKAGE - 7468

PRICE 67,212

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 083560 lb 04:41 PM 10/13/99
TARE
029660 lb 05:27 PM 10/13/99
53900
037720 lb 04:41 PM 10/13/99
009880 lb 05:27 PM 10/13/99
27840

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10215

DATE 10-13-99

NAME: DM Gran

ADDRESS:

TRUCKER: Brandon

LOAD OF White millet

MOIST 13% (Nil)

TEST WEIGHT 53 81740

DOCKAGE 9 - 7356

PRICE 74383.4

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 080220 lb 09:21 AM 10/13/99
TARE 50220
040200 lb 09:21 AM 10/13/99
009820 lb 10:18 AM 10/13/99
30380

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10208

DATE 10-13-99

NAME: DM Gran

ADDRESS: Brandon

TRUCKER:

LOAD OF White millet

MOIST 13.39

TEST WEIGHT 53 80600

DOCKAGE 12% - 9672

PRICE 70,928

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 081060 lb 06:23 PM 10/11/

TARE 029550 lb 07:18 PM 10/11/99

515.00 38680

038680 lb 06:24 PM 10/11/

009800 lb 07:19 PM 10/11/99

29.880

(WHEETCO INC)

Box 668 • Groton, South Dakota 57445

10180

DATE

NAME: D&M Grain

ADDRESS:

TRUCKER: Brandon

LOAD OF W Proso Millet

MOIST 14% 81380

TEST WEIGHT -11393

DOCKAGE 69986.8

PRICE

WEIGHER

273.223 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1-800-345-4570

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

077300 lb 09:50 AM 10/01/99

GROSS 028980 lb 11:00 AM 10/01/99

TARE 48.320

PUP 024420 lb 09:51 AM 10/01/99

009560 lb 11:01 AM 10/01/99

14.860

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

10083

DATE 10-1-99

NAME: DM Grain

ADDRESS:

TRUCKER: Brandon

LOAD OF White Millet

MOIST 8% 63180

TEST WEIGHT -5054.4

DOCKAGE 58125.6

PRICE

WEIGHER

273.223 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1-800-345-4570

ASSEMBLY SHEET

2683 deducted from assembly 2684

EETCO
BOX 668
OTOM, SD
57445
27-8111

Pounds Per Std. Bu.

60.00 Wheat
32.00 Oats
56.00 Rye
60.00 Soybeans
56.00 Corn

ase: DM GRAIN

rain Type: MONROE DURUM OUTCheck off: (YES) (NO) Apply to Contract #

Ticket or Ref. No./DATE	Gross Weight	Tare Weight	Net Weight	Dock 0.00%	Moist 0.00%	Net Lb./Bu	Net Price	Gross Dollar	Other Deduct	Total Due
237 4/14/99	62,760	27,960	34,800	0.00	0.00	580.00	4.60000	2,668.00	0.00	2,668.00
270 4/19/99	80,300	27,400	52,900	0.00	0.00	881.67		4,055.67	0.00	4,055.67
264 4/17/99	72,180	27,280	44,900	0.00	0.00	748.33		3,442.33	0.00	3,442.33
254 4/15/99	67,460	27,400	40,060	0.00	0.00	667.67		3,071.27	0.00	3,071.27
241 4/25/99	80,560	28,400	52,260	0.00	0.00	871.00		4,006.60	0.00	4,006.60
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
TOTALS	363,260.00	138,440.00	224,820.00	0.00	0.00	3,749.67		17,243.87	0.00	17,243.87

$17.25

$1499.47

TOTAL AMOUNT DUE $ 17,243.867

LESS: Deductions $ (
Checkoff $ (
Misc.

NET AMOUNT DUE $ 17,243.867

PD. CK. NO._____ AMOUNT_____

PD. CK. NO._____ AMOUNT_____

CONTRACT SETTLEMENTS

Contract #

Beginning Contract Amount (in Lbs. or Bu.) 0.00 #/Bu.
Total Settled Amount 3,749.67 #/Bu.

Left to be Settled -3,749.67 #/Bu.

SIGNATURE _____
Larry Wheeting, Owner of Wheeting, Date

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER T

GROSS 118680
TARE 39800
78880

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

9772 DATE 8/3/99

NAME: D M Grain.

ADDRESS:

TRUCKER:

LOAD OF BO SFlower

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

273 225 • Victor Lundeen Co., Printers • Fergus Falls MN • 1 800 346 4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

SS

030340 16 02:19 PM 08/03/99

031720 16 03:53 PM 08/03/99
58620

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

9778 DATE 8-3-99

NAME: D & M Grain

ADDRESS:

TRUCKER

LOAD OF BO SFlower

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

273 225 • Victor Lundeen Co., Printers • Fergus Falls MN • 1 800 346 4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 088430 lb 07:26 AM 08/28/99
TARE

032500 lb 09:32 AM 08/28/99

55980

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

9890

DATE _____

NAME: DM Dhaun

ADDRESS: _____

TRUCKER: _____

LOAD OF BO Flowers

MOIST _____

TEST WEIGHT _____

DOCKAGE _____

PRICE _____

_____
WEIGHER

273 225 • Victor Lundeen Co., Printers • Fergus Falls MN • 1 800 346 4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 081540 lb 08:37 AM 08/30/99
TARE

028320 lb 09:55 AM 08/30/99

53,220

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

9895

DATE 8/30/99

NAME: DM Dhaun

ADDRESS: _____

TRUCKER: _____

LOAD OF BO Flowers

MOIST _____

TEST WEIGHT _____

DOCKAGE _____

PRICE _____

_____
WEIGHER

273 225 • Victor Lundeen Co., Printers • Fergus Falls MN • 1 800 346 4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

Semi
GROSS 081180 lb 03:57 PM 08/31/99

TARE 029920 lb 06:40 PM 08/31/99

51260

Pup 037720 lb 03:59 PM 08/31/99

009880 lb 06:41 PM 08/31/99

27,840

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

9901

DATE 8-31-99

NAME: DM Corwin

ADDRESS: _____

TRUCKER: _____

LOAD OF BO Sunflowers

MOIST _____

TEST WEIGHT _____

DOCKAGE _____

PRICE _____

_____
WEIGHER

273 275 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1-800-346-4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 081340 lb 06:03 AM 10/19/99
TARE
029760 lb 08:12 AM 10/19/99
51580
037360 lb 06:03 AM 10/19/99
009820 lb 08:13 AM 10/19/99
21740

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10268

DATE _____

NAME D&M Grain

ADDRESS _____

TRUCKER _____

LOAD OF BD Sflower

MOIST _____

TEST WEIGHT _____

DOCKAGE _____

PRICE Contract

_____
WEIGHER

273225 • Victor Lundeen Co. Printers • Fergus Falls MN • 1 800 346 4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 078680 lb 07:48 AM 11/16/99
TARE 029120 lb 09:37 AM 11/16/99
44,560

puf 034880 lb 07:48 AM 11/16/99

009780 lb 09:37 AM 11/16/99
25,100

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10486

DATE 11-16-99

NAME D&M Grain

ADDRESS: _____

TRUCKER: _____

LOAD OF BD flowers

MOIST _____

TEST WEIGHT _____

DOCKAGE _____

PRICE _____

_____
WEIGHER

273225 • Victor Lundeen Co. Printers • Fergus Falls MN • 1 800 346 4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 081600 lb 07:41 AM 10/14/99
TARE 029360 lb 10:07 AM 10/14/99
52240
037220 lb 07:42 AM 10/14/99
009800 lb 10:07 AM 10/14/99
28420

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10218

DATE

NAME: D M Grain

ADDRESS:

TRUCKER: Brandon

LOAD OF BO Flower

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

273 225 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1 800 346 4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

080620 lb 09:39 AM 10/18/99
GROSS
TARE 029240 lb 11:40 AM 10/18/99
51380
pup 037660 lb 09:40 AM 10/18/99
009820 lb 11:41 AM 10/18/99
27840

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10258

DATE 10-18-99

NAME: DM Grain

ADDRESS:

TRUCKER: Brandon

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

273 225 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1 800 346 4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 078440 lb 05:14 PM 10/11/99

TARE 029860 lb 07:34 PM 10/11/99

pup 038060 lb 05:15 PM 10/11/99

009800 lb 07:34 PM 10/11/99

28260

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

10179

DATE 10-11-99

NAME: DM Grain

ADDRESS:

TRUCKER: Minerath Dale

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

273 225 • Victor Lundeen Co., Printers • Fargus Falls, MN • 1 800 346 4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 083360 lb 04:20 PM 10/14/99

TARE 029900 lb 06:49 PM 10/14/99

53460 038160 lb 04:20 PM 10/14/99

009820 lb 06:50 PM 10/14/99

28340

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

10227

DATE

NAME: L+M Grain

ADDRESS:

TRUCKER: Blonde #1

LOAD OF BO SFlower

MOIST

TEST WEIGHT 29

DOCKAGE 5%

PRICE

WEIGHER

273 225 • Victor Lundeen Co., Printers • Fargus Falls, MN • 1 800 346 4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 103110 lb 07:17 AM 10/02/99

TARE 032080 lb 10:55 AM 10/02/99

71,030 lbs

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10093

DATE _____

NAME: Dan Green

ADDRESS: Hoff + Melby

TRUCKER Dale Building

LOAD OF BO Sunflowers

MOIST _____

TEST WEIGHT _____

DOCKAGE _____

PRICE _____

Meg
WEIGHER

273.225 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1-800-346-4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

083020 lb 12:55 PM 10/08/99

GROSS

TARE

021320 lb 02:18 PM 10/08/99

59,700

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10141

DATE 10/8/99

NAME: DM Grain

ADDRESS: _____

TRUCKER Dean

LOAD OF BO Sunflowers

MOIST _____

TEST WEIGHT _____

DOCKAGE _____

PRICE _____

WEIGHER

273.225 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1-800-346-4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 077100 lb 06:44 AM 10/25/99
TARE 029480 lb 12:51 PM 10/25/99
47620
035620 lb 06:44 AM 10/25/99
009820 lb 12:54 PM 10/25/99
~~[illegible]~~ 25800

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10361

DATE

NAME: D M Grain

ADDRESS:

TRUCKER: Dal

LOAD OF BO S Flower

MOIST 7%

TEST WEIGHT 29.6

DOCKAGE 5%

PRICE

WEIGHER

273 225 • Victor Lundeen Co., Printers • Fargus Falls, MN • 1 800 346 4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 081600 lb 07:13 AM 10/20/99
TARE 037320 lb 07:13 AM 10/20/99
119000 Gross
038800 lb 09:20 AM 10/20/99
009800 lb 09:21 AM 10/20/99
48600 TARE Net 70,400

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10278

DATE 10-20-99

NAME: Mine rath.

ADDRESS:

TRUCKER: Mine rath.

LOAD OF ~~Bu~~ Black oil Sun Flowers.

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

273 225 • Victor Lundeen Co., Printers • Fargus Falls, MN • 1 800 346 4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS [illegible]

TARE

078840 lb 05:42 PM 08/30/99

029420 lb 08:04 PM 08/30/99

50,420

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

10076

DATE _____

NAME: DM Grain

ADDRESS: _____

TRUCKER: Brandon Kaup Trailer

LOAD OF Sunflowers

MOIST _____

TEST WEIGHT _____

DOCKAGE _____

PRICE _____

_____
WEIGHER

273 225 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1 800 346 4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 137080 lb 05:43 PM 08/30/99

TARE

109840 lb 08:05 PM 08/30/99

27240

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

10077

DATE _____

NAME: DM Grain

ADDRESS: _____

TRUCKER: Brandon Kaup Pup

LOAD OF Sunflowers

MOIST _____

TEST WEIGHT _____

DOCKAGE _____

PRICE _____

_____
WEIGHER

273 225 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1 800 346 4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS
TARE

68760

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

9904 DATE 8-9-1999

NAME: DRY GRAIN

ADDRESS:

TRUCKER: MINNERATH

LOAD OF BO SOY BEANS

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

273 225 • Victor Lundeen Co. Printers • Fergus Falls, MN • 1-800-346-4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS
TARE

51800

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

9940 DATE

NAME: Mt N Grain

ADDRESS:

TRUCKER

LOAD OF BO SOY

MOIST

TEST WEIGHT TW 33

DOCKAGE Doc 4%

PRICE Cash 8.00

WEIGHER

273 225 • Victor Lundeen Co. Printers • Fergus Falls, MN • 1-800-346-4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 081120 lb 04:23 PM 01/13/99
TARE

030040 lb 06:36 PM 01/13/99

51080

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

8810

DATE 1-13-99

NAME: D. M. Grain

ADDRESS:

TRUCKER:

LOAD OF Black Oil Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

273 225 • Victor Lundeen Co., Printers • Fergus Falls MN • 1 800 346 4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 082480 lb 07:14 PM 11/19/

TARE

028020 lb 09:31 PM 11/19/98

54,460

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

8623

DATE

NAME: D M Grain

ADDRESS: Hoven

TRUCKER: Dan

LOAD OF Sunflower

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

273 225 • Victor Lundeen Co., Printers • Fergus Falls MN • 1 800 346 4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

pup

GROSS 033480 lb 07:24 AM 01/21/99
TARE 010720 lb 09:59 AM 01/21/99

28760

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

8856

DATE

NAME: D & M Grain

ADDRESS:

TRUCKER:

LOAD OF

MOIST

TEST WEIGHT 31

DOCKAGE 2

PRICE

WEIGHER

273 225 • Victor Lundeen Co. Printers • Fergus Falls MN • 1 800 346 4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 082580 lb 07:01 AM 01/15/9
TARE 029580 lb 09:17 AM 01/15/

53000

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

8819

DATE

NAME: D & M Grain

ADDRESS:

TRUCKER: Dan

LOAD OF

MOIST

TEST WEIGHT 35½

DOCKAGE 5

PRICE

WEIGHER

273 225 • Victor Lundeen Co. Printers • Fergus Falls MN • 1 800 346 4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS
TARE

079260 lb 06:51 AM 02/08/99

028200 lb 03:04 AM 02/08/99

51060

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

8944 DATE 2-8-99

NAME: Minnesota

ADDRESS:

TRUCKER: $11.00 per hundred

LOAD OF BO Flowers

MOIST

TEST WEIGHT 31 1/2

DOCKAGE 2

WEIGHER

Lawrence Co. Printers • Fergus Falls, MN • 800-346-4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

TRUCK

GROSS 083760 lb 07:20 AM 01/21/99

TARE 030980 lb 09:58 AM 01/21/99

52780 PUR

~~083150~~ lb 07:21 AM 01/21/99

~~029240~~ lb 07:22 AM 01/21/99

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

8855 DATE 1-21-99

NAME: D & M Grain

ADDRESS:

TRUCKER:

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT 31

DOCKAGE 2

PRICE

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 076960 lb 03:13 PM 03/19/99
TARE

027520 lb 04:31 PM 03/19/99

49,440

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

9116

DATE

NAME: D&M Grain

ADDRESS:

TRUCKER: Dean Day Trucker

LOAD OF BO SFlower

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

273 225 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1 800 346 4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 077780 lb 08:10 AM 03/16/99
TARE

027420 lb 09:18 AM 03/16/99

50,360

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

9093

DATE

NAME: D&M Grain

ADDRESS:

TRUCKER: De

LOAD OF BO SFlow

MOIST 10.1

TEST WEIGHT 29.9

DOCKAGE 4.1%

PRICE

WEIGHER

273 225 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1 800 346 4870

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, North Central Farmers Elevator, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheetco, Inc located at Groton, South Dakota.

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
3841/BL6526	2-28-00	Millet	Net #47090	$4.50/cwt.	
Bill of Lading 4868	3-31-00	Sunflowers	Net# 62070	$7.00/cwt.	
" " 4869	3-31-00	"	Net# 39460	$7.00/cwt	
" " 4877	4-6-00	"	Net# 62567	$7.00/cwt.	

Explanation of Claim:

North Central Shipped 1 load of millet and 3 loads of Sunflowers that we have not been paid for. The total amount of the claim is $12768.08. Partial payment of $837.97 had been received from Wheetco.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

North Central Farmers Elevator
by Keith Haug
Signature of Claimant

8-8-01
Date

Box 366
Street/PO Box

Ipswich, South Dakota 57451
City/State/Zip

605-426-6021
Telephone

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
AUG 09 2001
RECEIVED

Subscribed and sworn to me this 9th day of August, 2001.

Notary [signature]

County of: Edmunds

State of: South Dakota

Commission Expires: 4-16-04

GRAIN IN TRANSIT

Division - ALL DIVISIONS
Buyer - WHEETCO
Grain - ALL GRAINS

Tue May 08, 2001 4:42 PM

FILE#	DIVN	DATE	BUYER/RECEIVER EQ	CAR/TRK#	GRAIN	DKG	QUANTITY	SOLD	DIVN	CONTRACT	PRICE	FREIGHT ETC.	NET PRICE	VALUE	ADVANCE
(582000) ***** WHEETCO *****															
1005	1	2/28/00	T	6586	MI	0.0	47,090.00	CASH	1	7770	4.6500	0.1500-	4.5000	$2,119.05	$837.97
4341	4	3/21/00	T	4866	SF	0.0	62,870.00	CASH	1	6001	7.0000	0.0000	7.0000	$4,344.90	
4342	4	3/31/00	T	4869	SF	0.0	39,460.00	CASH	1	6001	7.0000	0.0000	7.0000	$2,762.20	
4377	4	4/06/00	T	4877	SF	0.0	62,570.00	CASH	1	6001	7.0000	0.0000	7.0000	$4,379.90	

Division - ALL DIVISIONS
Buyer - WHEETCO
Grain - ALL GRAINS

*** GRAIN TOTALS ***

GRAIN	QUANTITY	GROSS PRICE	DISCOUNT	FREIGHT	NET PRICE	VALUE	FREIGHT ON DOCKAGE	ESTIMATED RETURN	AVERAGE PRICE	ADVANCES
MILLET	47,090.00	4.6500	0.0000	0.1500	4.5000	$2,119.05	$0.00	$2,119.05	4.5000	$837.97
SUNFLOWERS	164,100.00	7.0000	0.0000	0.0000	7.0000	$11,487.00	$0.00	$11,487.00	7.0000	$0.00
					* TOTAL *	$13,606.05	$0.00	$13,606.05		$837.97

÷, 768.08

---[End of Report]---

SHIPPER'S NO.	
TRUCK LICENSE NO.	
TRAILER LICENSE NO.	
DATE	2/28/2000

North Central Farmers Elevator

Box 366 • Ipswich, South Dakota 57451

Phone: 605-426-6021

LADING NO.	6506
FREIGHT BILL	
DATE	
SCALE TICKET NO.	
DESTINATION WGHT.	
FREIGHT CHARGES	

SOLD TO:	W Settco Groton
APPLY ON CONTRACT NO.	✓
SCALE TICKET NO.	
☐ SELL ON ARRIVAL ☐ STORAGE	
GROSS POUNDS	79540
TARE POUNDS	29970
NET POUNDS	49570
GROSS BUSHELS	
NET BUSHELS	47090
GRAIN	Millet
GRADE & FACTORS	
DESTINATION ELEVATOR	
DELIVER ON OR BEFORE	
LOCATION (CITY & STATE)	
FREIGHT TO BE PAID BY ☐ SHIPPER ☐ BUYER	
COMMENTS:	1005
FREIGHT RATE	BU. / CWT.

SHIPPER'S WEIGHT

CARRIER TO BE FULLY RESPONSIBLE AND ABSOLUTELY LIABLE FOR ANY LOSS OR DAMAGE TO THIS DESCRIBED CARGO REGARDLESS OF THE CIRCUMSTANCES OCCASIONING SUCH LOSS.

The carrier acknowledges receipt of and the shipper acknowledges delivery to carrier of kind, grade and quality described which carrier shall deliver to destination shown.

SHIPPER North Central Farmers Elevator

LOADED BY [signature]

1) WHITE - Elevator Copy
2) YELLOW - Trucker Copy
3) PINK - Destination Copy
4) GOLDENROD - Mail Copy

CARRIER NCFE

ADDRESS Ipswich

BY [signature]

CHAUFFEUR LICENSE NO.

293,923 • Victor Lundeen Co., Printers, Fergus Falls, MN • Phone: 1-800-346-4870

ERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS TARE

49760

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10841

DATE 2/28/00

AME: NCF Elevator

DRESS

RUCKER:

OAD OF White Millet

OIST

EST WEIGHT

OCKAGE

RICE

WEIGHER

273 225 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1-800-346-4870

NORTH CENTRAL FARMERS ELEVATOR
BOX 366
IPSWICH, SOUTH DAKOTA 57451
WEIGHT TICKET

NAME Wheaton
ADDRESS
DATE: 3-21-2000
COMMODITY SF
DRIVER:
ON
OFF

36860 lb 10:00 AM SCALE S 15

36860 lb 10:17 AM KEYED R 15
102200 lb 10:17 AM SCALE
03/31/00
GRAIN 8 G 102200 lb
S. F. OUT T 36860 lb GR BU 65340.00
H 65340 lb 0 %FM 0.00
0 %SHRINK 0 lb 5.0 %DK 3267.00
1 LB/BU 65340 lb HI BU 62073.00
HAVE A GREAT DAY

WEIGHER:

269 928 - Victor Lundeen Co., Printers Fergus Falls, MN
Phone 1-800-346-4870

SHIPPER'S NO.
TRUCK LICENSE NO.
TRAILER LICENSE NO.
DATE 3-31-00

North Central Farmers Elevator
Box 366 • Ipswich, South Dakota 57451
Phone: 605-426-6021

LADING NO. 4868
FREIGHT BILL
DATE
SCALE TICKET NO.
DESTINATION WGHT.
FREIGHT CHARGES

SOLD TO: Wheaton
Groton SD

APPLY ON CONTRACT NO. 6001
☐ SELL ON ARRIVAL
☐ STORAGE

SCALE TICKET NO.

GROSS POUNDS 102200
TARE POUNDS 36860
NET POUNDS 65340
GROSS BUSHELS
NET BUSHELS

SHIPPER'S WEIGHT

GRAIN SF
GRADE & FACTORS
DESTINATION ELEVATOR Wheaton Co
DELIVER ON OR BEFORE
LOCATION (CITY & STATE) Groton SD
FREIGHT TO BE PAID BY ☐ SHIPPER ☒ BUYER
COMMENTS
FREIGHT RATE
BU.
CWT.

CARRIER TO BE FULLY RESPONSIBLE AND ABSOLUTELY LIABLE FOR ANY LOSS OR DAMAGE TO THIS DESCRIBED CARGO REGARDLESS OF THE CIRCUMSTANCES OCCASIONING SUCH LOSS.
The carrier acknowledges receipt of and the shipper acknowledges delivery to carrier of kind, grade and quality described which carrier shall deliver to destination shown.

SHIPPER North Central Farmers Elevator
LOADED BY [signature]

CARRIER Leuedeke Farms
ADDRESS Stratford SD
BY [signature]
CHAUFFEUR LICENSE NO.

1) WHITE - Elevator Copy
2) YELLOW - Trucker Copy
3) PINK - Destination Copy
4) GOLDENROD - Mail Copy

292,593 - Victor Lundeen Co., Printers, Fergus Falls, MN • Phone: 1-800-346-4870

NORTH CENTRAL FARMERS ELEVATOR
BOX 366
IPSWICH, SOUTH DAKOTA 574..
WEIGHT TICKET

NAME Wheaton
ADDRESS
COMMODITY S.F.
DATE 3/31/2000
DRIVER: ON OFF

28740 lb 04:59 PM SCALE S 1

28740 lb 05:09 PM KEYED R 1
70280 lb 05:09 PM SCALE
03/31/00

GRAIN B G 70280 lb
S. F. OUT I 28740 lb GR BU 41540.00
H 41540 lb 0 %FM 0.00
0 %SHRINK 0 lb 5.0 %DK 2077.00
1 LB/BU 41540 lb HT BU 39463.00

HAVE A GREAT DAY

4342

WEIGHER:

269 925 - Victor Lundeen Co., Printers, Fergus Falls, MN
Phone 1 800-346-4870

SHIPPER'S NO.	
TRUCK LICENSE NO.	
TRAILER LICENSE NO.	
DATE	3-31-00

North Central Farmers Elevator

Box 366 • Ipswich, South Dakota 57451
Phone: 605-426-6021

LADING NO.	4869
FREIGHT BILL	
DATE	
SCALE TICKET NO.	
DESTINATION WGHT	
FREIGHT CHARGES	

SOLD TO: Wheaton
Groton SD

APPLY ON CONTRACT NO. 6001

☐ SELL ON ARRIVAL
☐ STORAGE

SCALE TICKET NO.

GRAIN: SF
GRADE & FACTORS:

DESTINATION ELEVATOR: Wheaton
DELIVER ON OR BEFORE:

LOCATION (CITY & STATE): Groton SD
FREIGHT TO BE PAID BY: ☐ SHIPPER ☒ BUYER

COMMENTS:

FREIGHT RATE: BU. / CWT.

SHIPPER'S WEIGHT

GROSS POUNDS: 70280
TARE POUNDS: 28740
NET POUNDS: 41540
GROSS BUSHELS:
NET BUSHELS:

CARRIER TO BE FULLY RESPONSIBLE AND ABSOLUTELY LIABLE FOR ANY LOSS OR DAMAGE TO THIS DESCRIBED CARGO REGARDLESS OF THE CIRCUMSTANCES OCCASIONING SUCH LOSS.
The carrier acknowledges receipt of and the shipper acknowledges delivery to carrier of kind, grade and quality described which carrier shall deliver to destination shown.

SHIPPER: North Central Farmers Elevator
LOADED BY: Michael J. Gerlach

CARRIER: Levedeke farms
ADDRESS: Stratford SD
BY: Albert
CHAUFFEUR LICENSE NO.

1) WHITE - Elevator Copy
2) YELLOW - Trucker Copy
3) PINK - Destination Copy
4) GOLDENROD - Mail Copy

SHIPPER'S NO.	
TRUCK LICENSE NO.	
TRAILER LICENSE NO.	
DATE	4-6-00

North Central Farmers Elevator

Box 366 • Ipswich, South Dakota 57451

Phone: 605-426-6021

LADING NO.	4877
FREIGHT BILL	
DATE	
SCALE TICKET NO.	
DESTINATION WGHT.	
FREIGHT CHARGES	

SOLD TO: Wheeler	APPLY ON CONTRACT NO.	SCALE TICKET NO.
	☐ SELL ON ARRIVAL ☐ STORAGE	
GRAIN: SL	GRADE & FACTORS	
DESTINATION ELEVATOR: Wheeler	DELIVER ON OR BEFORE	
LOCATION (CITY & STATE): Gratton SD	FREIGHT TO BE PAID BY ☐ SHIPPER ☐ BUYER	
COMMENTS:	FREIGHT RATE BU.	
	CWT.	

SHIPPER'S WEIGHT

GROSS POUNDS	103140
TARE POUNDS	37280
NET POUNDS	65860
GROSS BUSHELS	
NET BUSHELS	

CARRIER TO BE FULLY RESPONSIBLE AND ABSOLUTELY LIABLE FOR ANY LOSS OR DAMAGE TO THIS DESCRIBED CARGO REGARDLESS OF THE CIRCUMSTANCES OCCASIONING SUCH LOSS.

The carrier acknowledges receipt of and the shipper acknowledges delivery to carrier of kind, grade and quality described which carrier shall deliver to destination shown.

SHIPPER North Central Farmers Elevator

LOADED BY [signature]

CARRIER Luedeke Trucking

ADDRESS Stratford SD

BY [signature]

CHAUFFEUR LICENSE NO.

1) WHITE - Elevator Copy
2) YELLOW - Trucker Copy
3) PINK - Destination Copy
4) GOLDENROD - Mail Copy

202,023 - Victor Lundeen Co., Printers, Fergus Falls, MN • Phone: 1-800-346-4870

NORTH CENTRAL FARMERS ELEVATOR
BOX 366
IPSWICH, SOUTH DAKOTA 57451
WEIGHT TICKET

NAME Wheeler

ADDRESS

DATE: 4-6-00

COMMODITY SL

DRIVER: ON OFF

37280 lb 02:24 PM SCALE S 46

103140 lb 02:24 PM SCALE

GRAIN B 6 103140 lb 04/06/00
S. F. MN 1 37280 lb GR 00 65860.00
H 65860 lb 0 MM 0.00
0 ASHRINK 0 lb S.O. RDE 3293.00
1 LB/BU 65860 lb HI 00 62567.00

WEIGHER:

Victor Lundeen Co., Printers, Fergus Falls, MN
1-800-346-4870

1 K

KOLKER LAW OFFICE

P.O. Box 467 - 182 N. Main
Groton, South Dakota 57445

Richard L. Kolker
Kari A. Bartling

685-397-8464
Fax - 685-397-8497
email: tdlaw@nvc.net

August 13, 2001

Public Utilities Commission
Capitol Building
Pierre, SD 57501

Re: Wheetco Grain Claims

Dear Sirs:

Enclosed with this letter you will find a Proof of Claim for Cash Grain being filed by Kent Holler of Pierpont, South Dakota.

If this is not the right address, I would appreciate it if you would send the documents back to us and hopefully we can get it right the next time. The form I received from Mr. Holler had no mailing address.

Very truly yours,

Richard Kolker

Richard Kolker

RK/jn

RECEIVED

AUG 14 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Kent Holler, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheetco, Inc. located at Groton, South Dakota.

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
11202	0-22-00	Sunflowers	see attach.	.0750	N/A
11203	6-22-00	Sunflowers	see Attach.	.0750	N/A

Explanation of Claim:

Delivered sunflowers for cash. Received check. Payment stopped on check.

~~Bankruptcy followed~~

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Kent O Holler
Signature of Claimant

August 13, 2001
Date

Box 137
Street/PO Box

Pierpont, SD 57468
City/State/Zip

605-325-3426
Telephone

Subscribed and sworn to me this 13th day of August, 20 01

Notary [signature]

County of: Brown

State of: South Dakota

Commission Expires: 10-23-04

8-17-00

7636

WHEETCO, INC.
PO BOX 668 PH: 605-397-8111
GROTON, SD 57445-0668

RETURN ITEM

DATE 8-17-00

78-635/914

PAY TO THE ORDER OF Kent Holler $3200 55

Three thousand two hundred dollars and 55/100 DOLLARS

NONSUFFICIENT FUNDS
X STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

FIRST STATE BANK
PO BOX 80
WARNER, SOUTH DAKOTA 57479-0080

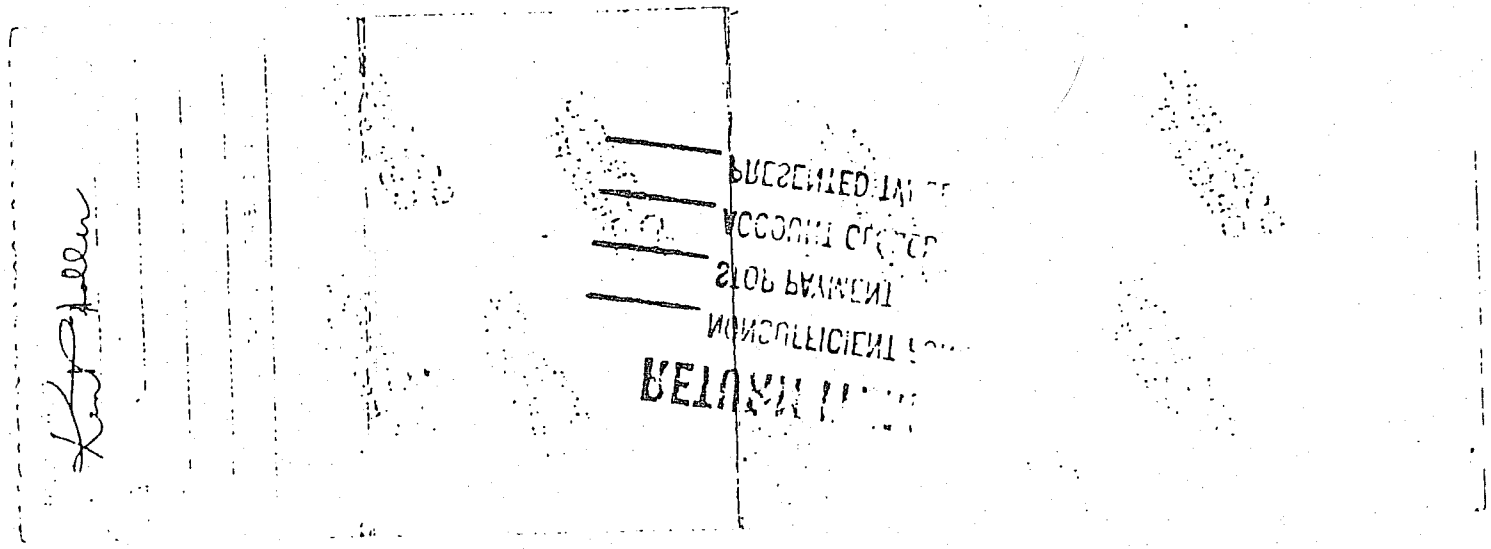
FOR

Sharon Wheeting

⑈007636⑈ ⑆091406354⑆ 2611 00339 3⑈

RETURN ITEM
NONSUFFICIENT FUNDS
STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

Kent Holler



ASSEMBLY SHEET

3118

6/30

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

15

KENT HOLLER -

BO SUNFLOWERS Check Off (YES) Apply to Contract #

# / It	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
W	71,840	26,920	44,920	5.00%	2,246.00	0	42,674.00	$0.0750	$3,200.55
W	72,020	26,900	45,120	6.00%	2,707.20	0	42,412.80		$3,180.96
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	143,860	53,820	90,040		4,953.20	0	85,086.80		$6,381.51

$6,381.510

DUE

SUNFLOWER CHECKOFF $25.53

$6,355.984

E

PD. CK. NO. 7515 AMOUNT #3200.55

PD. CK. NO. 7516 AMOUNT #3180.96

Beginning Contract Amount (Lbs/Bu) 0 # / BU

Total Settled Amount 85,086.80 # / BU

Left to be Settled -85086.8 # / BU

Larry Wheeting, Owner of Wheetco, Date

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 071840 lb 09:09 AM 06/23/00

TARE 026820 lb 10:38 AM 06/23/00

44980

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11202 DATE 6/23/00

NAME: Kent Haller

ADDRESS:

TRUCKER: Haller

LOAD OF: BO Sunflowers

MOIST:

TEST WEIGHT:

DOCKAGE:

PRICE:

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 072000 lb 11:03 PM 06/22/00

TARE 026880 lb 11:01 PM 06/22/00

45120

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11203 DATE 6/22/00

NAME: Kent Haller

ADDRESS:

TRUCKER: Haller

LOAD OF: BO Sunflowers

MOIST:

TEST WEIGHT:

DOCKAGE:

PRICE:

WEIGHER

1 L

AFFIDAVIT OF INFORMATION FOR
PROOF OF CLAIM-MISCELLANEOUS BONDS

State of South Dakota

The undersigned being duly sworn, deposes and says:

County of McPherson

The undersigned Claimant makes this affidavit, and the facts set forth are true and correct

1. The name and address of Claimant is: Sam and Linda Schauer
10856 364th Ave.
Leola, SD 57456

2. The name and address of Surety's Bonded Principal is:
Larry Wheeting/Wheetco Inc.
300 E. RR Ave.
Groton, SD 57445

RECEIVED
AUG 14 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

3. The legal status of Claimant is: in their (Propria Persona) Natural Person.

4. The first and last date material was rendered was: December 29, 1999
February 3, 2000

5. Material was requested via standard South Dakota Elevator Scale Ticket and immediate cash sale to be paid immediately.

6. Material is 708,566.8 pounds of sunflowers.

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

Scale Ticket No.	Date	Kind of Grain	Pounds	Price
10621	December 29,1999	Sunflowers	13,034	$886.31
10626	December 31, 1999	Sunflowers	45,315	$3,018.61
10629	January 3, 2000	Sunflowers	43, 848	$2,987.31
10633	January 3, 2000	Sunflowers	44,714.4	$2,995.87
10634	January 4, 2000	Sunflowers	47,225.4	$3,211.32
10642	January 5, 2000	Sunflowers	46,816.2	$3,230.32
10664	January 12, 2000	Sunflowers	21,907	$1,511.58
10671	January 13, 2000	Sunflowers	83,952	$5,465.53
10680	January 17, 2000	Sunflowers	42,318	$2,792.98
10683	January 18, 2000	Sunflowers	44,436	$2,977.21
10698	January 21, 2000	Sunflowers	43,014.4	$2,924.97
10704	January 25, 2000	Sunflowers	45,756	$3,111.41
10709	January 26, 2000	Sunflowers	43,604.4	$2,886.95
10724	February 1, 2000	Sunflowers	47,088	$3,249.07
10727	February 2, 2000	Sunflowers	47,453.6	$3,226.85

10734	February 3, 2000	Sunflowers	48,084.4	$3,323.11

8. Notice was sent on June 11, 2001 to Surety via Notice and Demand.

9. Net claim is $47,749.9 dollars in lawful money of account.

10. Claim has not been assigned by Claimant.

11. No lien is filed on claim by Claimant.

Dated: 8-13- 2001

Sam Schauer
Sam Schauer, Claimant

Linda Schauer
Linda Schauer, Claimant

Signed and sworn to before me on ~~August~~ Monday, 8-13 2001 said subscriber being known to me.

Darci Lloyd presently known as Darci Zilaff
Notary Public

Commission expires
3/10/04

RTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 054020 lb 07:18 AM 01/05/00
TARE 027380 lb 08:50 AM 01/05/00
26,040
038220 lb 07:19 AM 01/05/00
013320 lb 08:50 AM 01/05/00
24,300 **WHEETCO INC.**
Box 668 • Groton, South Dakota 57445

10642

DATE 1-5-00

NAME Jake Schauer and [redacted]

ADDRESS Leola Sams

TRUCKER

LOAD OF BC Flowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

GRADE/CASE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS

TARE

36820

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10664

DATE 1/13/00

NAME

ADDRESS

TRUCKER

LOAD OF

MOIST

TEST WEIGHT 27

DOCKAGE 5%

PRICE

WEIGHER

I hereby certify that this copy is a true and accurate copy of the original.

Jon Schauer

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

052400 lb 02:26 PM 01/13/00
028700 lb 05:02 PM 01/13/00

GROSS
TARE 24.700

038620 lb 02:27 PM 01/13/00

014020 lb 05:03 PM 01/13/00

22.600

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10671

DATE 1-13-00

NAME Sam & Jake Schauer (Leola)

ADDRESS

TRUCKER Sam

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 053880 lb 07:45 AM 01/04/00
TARE 028360 lb 09:31 AM 01/04/00
25520
039120 lb 07:46 AM 01/04/00
013860 lb 09:32 AM 01/04/00
25260

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10634

DATE 1/4/00

NAME Jake & Sam Schauer (Leola)

ADDRESS

TRUCKER Sam Schauer

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

I hereby certify that this copy is a true and accurate copy of the original.

Sam Schauer

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 052320 lb 08:45 AM 01/03/00

TARE 027880 lb 11:16 AM 01/03/00

14,440 038120 lb 08:47 AM 01/03/00

013840 lb 11:16 AM 01/03/00

24,280

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

10629

DATE 1/3/00

NAME Sam & Jake Schauer

ADDRESS Leola

TRUCKER Sam Schauer

LOAD OF BC Flour

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS

TARE 052520 lb 07:12 AM 01/13/00

038460 lb 09:03 AM 01/13/00

22060

037920 lb 07:13 AM 01/13/00

014000 lb 08:04 AM 01/13/00

23120 **WHEETCO INC.**

Box 668 • Groton, South Dakota 57445

10667

DATE

NAME Sam & Jake Schauer

ADDRESS Leola

TRUCKER

LOAD OF BC Flour

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

I hereby certify that this copy is a true and accurate copy of the original.

Sam Schauer

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 052300 lb 08:08 AM 01/18/00
TARE
028740 lb 10:48 AM 01/18/00
24,060
038240 lb 08:09 AM 01/18/00

014000 lb 10:49 AM 01/18/00
24,240 **WHEETCO INC.**
Box 668 • Groton, South Dakota 57445

10683

DATE _____

NAME Sam + Jake Schauer
Leola

ADDRESS: _____

TRUCKER _____

LOAD OF _____

MOIST _____

TEST WEIGHT _____

DOCKAGE _____

PRICE _____

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

Driver
OK

GROSS 054660 lb 11:34 AM 02/03/00
TARE
028140 lb 01:03 PM 02/03/00
26520
041180 lb 11:36 AM 02/03/00

013840 lb 01:03 PM 02/03/00
26340 **WHEETCO INC.**
Box 668 • Groton, South Dakota 57445

10734

DATE 2-3-00

NAME: Sam + Jake Schauer
Leola

ADDRESS: _____

TRUCKER: _____

LOAD OF BO Sunflowers

MOIST _____

TEST WEIGHT _____

DOCKAGE _____

PRICE _____

WEIGHER

I hereby certify that this copy is a true and accurate copy of the original.

Sam Schauer

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

053080 lb 08:50 AM 02/01/00

GROSS

TARE 027420 lb 10:37 AM 02/01/00

25640

040480 lb 08:52 AM 02/01/00

013800 lb 10:37 AM 02/01/00

26680

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

10724

DATE 2/1/00

NAME Sam : Jake Schauer

Leola

ADDRESS:

TRUCKER Sam

LOAD OF BO Sunflowers

DIST

ST WEIGHT 53320

CKAGE

CE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 053300 lb 08:31 AM 02/02/00

TARE

028200 lb 10:26 AM 02/02/00

25100

40320

013840 lb 10:28 AM 02/02/00

26480

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

10727

DATE 2-2-00

NAME Sam : Jake Schauer

Leola

ADDRESS:

TRUCKER Sam

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

I hereby certify that this copy is a true and accurate copy of the original.

Sam Schauer

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS TARE [illegible] 16 [illegible] AM [illegible]

[illegible] 16 [illegible] PM [illegible]

55660

[illegible] 16 [illegible] AM [illegible]

[illegible] 16 [illegible] PM [illegible]

[illegible] **WHEETCO INC.**

Box 668 • Groton, South Dakota 57445

10621

DATE 12 29 99

NAME: [illegible]

ADDRESS:

TRUCKER: Sam Schauer

LOAD OF [illegible]

MOIST

TEST WEIGHT: 26

DOCKAGE 5%

Post-it® Fax Note 7671	Date 4-2	# of pages ▶ 1
To Sam	From Michelle	
Co./Dept.	Co	
Phone #	Phone #	
Fax #	Fax #	

#10621

I hereby certify that this copy is a true and accurate copy of the original.

Sam Schauer

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS
TARE 051780 lb 08:03 AM 01/17/00

028420 lb 09:49 AM 01/17/00

23360

037580 lb 08:04 AM 01/17/00

013920 lb 09:50 AM 01/17/00

23660

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10680

DATE 1-17-00

NAME Sam + Jake Schauer

ADDRESS Leola S.D.

TRUCKER

LOAD OF

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

273 225 • Victor Lundeen Co. Printers • Fergus Falls, Minn. • 1-800-346-4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS
TARE 052780 lb 09:44 AM 12/31/99

028380 lb 11:04 AM 12/31/99

24400

037100 lb 09:44 AM 12/31/99

013800 lb 11:04 AM 12/31/99

23300

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10626

DATE 12-31-99

NAME: Sam + Jake Schauer

ADDRESS: Leola

TRUCKER:

LOAD OF B.C. Slower

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

273 225 • Victor Lundeen Co. Printers • Fergus Falls, Minn. • 1-800-346-4870

I hereby certify that this copy is a true and accurate copy of the original.

Sam Schauer

TIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

ROSS 053080 lb 01:24 PM 01/21/00
RE 028420 lb 03:25 PM 01/21/00

24660

038120 lb 01:25 PM 01/21/00

013900 lb 03:25 PM 01/21/00

1.220 **WHEETCO INC.**
Box 668 • Groton, South Dakota 57445

10698

DATE 1-21-00

Sam & Jake Schauer

ESS:

KER Schauer

OF BC Sunflowers

VEIGHT

GE

WEIGHER

273-325 • Victor Lundeen Co. Printers • Fargo Falls, MN • 1-800-345-4670

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS
TARE 053040 lb 02:46 PM 01/03/00

028600 lb 04:13 PM 01/03/00
24440
37500

013860 lb 04:14 PM 01/03/00
24540

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10633

DATE 1/3/00

NAME: Sam & Jake Schauer

ADDRESS: Leola

TRUCKER:

LOAD OF BC Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

273-325 • Victor Lundeen Co., Printers • Fargo Falls, MN • 1-800-345-4670

I hereby certify that this copy is a true and accurate copy of the original.

Sam Schauer

Copy - Scans

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

052720 lb 08:25 AM 01/26/00
GROSS 077800 lb 10:26 AM 01/26/00
TARE 24820
053180 lb 08:27 AM 01/26/00

013880 lb 10:27 AM 01/26/00

25300

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10709 DATE 1/26/00

NAME Sam: Jake Schauer

ADDRESS Leola

TRUCKER Shaw

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

058720 lb 08:35 AM 01/26/00
GROSS
TARE 02:4420 lb 11:37 AM 01/26/00
25,300
03:3840 lb 08:37 AM 01/26/00

013820 lb 11:38 AM 01/26/00

25,540

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10704 DATE 1/26/00

NAME Sam: Jake Schauer

ADDRESS

TRUCKER

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

I hereby certify that this copy is a true and accurate copy of the original.

Sam Schauer

NOTICE AND DEMAND

To South Dakota Public Utilities Commissioners Jim Burg and Pam Nelson and all whose hands these presents may come please take notice:

1. That from December 29, 1999 to February 3, 2000 Sam and Linda Schauer delivered a total of 708,566.8 pounds of sunflowers valued at $47,749.93.

2. That the above information is verified by the enclosed affidavit.

3. That on June 28, 2001 Sam and Linda Schauer sent a "proof of claim" to Star Insurance Company.

4. That Sam and Linda Schauer have not yet been paid by the Star Insurance Company.

5. That SDCL 49-45-6, Supervision of Grain Dealers, "The Public Utilities Commission shall supervise the business of Grain Dealers in this state and administer the laws relating thereto."

Therefore:

1. Should Star Insurance Company fail or refuse to provide payment in full for said sunflowers, the South Dakota Public Utilities Commissioners shall become liable for any unpaid amount.

2. The "South Dakota Public Utilities Commission shall "Supervise the business of Grain Dealers in this state, and administer the laws relating thereto."

3. Should the South Dakota Public Utilities Commission breach their lawful duty, or mismanage the bond and payment requirement of the previously licensed Wheetco Inc., the South Dakota Public Utilities Commission and Commissioners shall become liable for the unpaid amount and expenses incurred by Sam and Linda Schauer.

Govern Your Actions Accordingly

Dated 8-13-01

Sam Schauer
Sam Schauer

Linda Schauer
Linda Schauer

AFFIDAVIT OF TRUTH AND FACT

The undersigned, Sam Schauer, of his own certain knowledge and under the pain and penalty of perjury, does depose and declare:

1. That my name is Sam Schauer.

2. That I am at least 18 years old.

3. That I am competent to make this affidavit of truth and fact.

4. That I, Sam Schauer am a bailor.

5. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on December 29, 1999 with a net weight of 13,034 (thirteen thousand thirty four) pounds.

6. That the value of said 13,034 (thirteen thousand thirty four) pounds of sunflowers is $886.31 (eight hundred eighty-six dollars and thirty-one cents).

7. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 13,034 (thirteen thousand thirty-four) pounds of sunflowers valued at $886.31 (eight-hundred eighty-six dollars and thirty one cents).

8. That my records show the delivery of said 13,034 (thirteen thousand thirty-four) pounds of sunflowers valued at $886.31 (eight hundred eighty-six dollars and thirty one cents).

9. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on December 31, 1999 with a net weight of 45,315 (forty-five thousand three hundred fifteen) pounds.

10. That the value of said 45,315 (forty-five thousand three hundred fifteen) pounds of sunflowers is $3,018.16 (three thousand eighteen dollars and sixteen cents).

11. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 45,315 (forty-five thousand three hundred fifteen) pounds of sunflowers valued at $3,018.16 (three thousand eighteen dollars and sixteen cents).

12. That my records show the delivery of said 45,315 (forty-five thousand three hundred fifteen) pounds of sunflowers are valued at $3,018.16 (three thousand eighteen dollars and sixteen cents).

13. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on January 3, 2000 with a net weight of 43,848 (forty-three thousand

eight hundred forty-eight) pounds.

14. That the value of said 43,848 (forty-three thousand eight hundred forty-eight) pounds of sunflowers is $2,937.81 (two thousand nine hundred thirty-seven dollars and eighty-one cents).

15. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 43,848 (forty-three thousand eight hundred forty-eight) pounds of sunflowers valued at $2,937.81 (two thousand nine hundred thirty-seven dollars and eighty-one cents).

16. That my records show the delivery of said 43,848 (forty-three thousand eight hundred forty-eight) pounds of sunflowers are valued at $2,937.81 (two thousand nine hundred thirty-seven dollars and eighty-one cents).

17. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on January 3, 2000 with a net weight of 44,714.4 (forty-four thousand seven hundred fourteen and four tenths) pounds.

18. That the value of said 44,714.4 (forty-four thousand seven hundred fourteen and four tenths) pounds of sunflowers is $2,995.87 (two thousand nine hundred ninety-five dollars and eighty-seven cents).

19. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 44,714.4 (forty-four thousand seven hundred fourteen and four tenths) pounds of sunflowers valued at $2,995.87 (two thousand nine hundred ninety-five dollars and eighty-seven cents).

20. That my records show the delivery of said 44,714.4 (forty-four thousand seven hundred fourteen and four tenths) pounds of sunflowers are valued at $2,995.87 (two thousand nine hundred ninety-five dollars and eighty-seven cents).

21. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on January 4, 2000 with a net weight of 47,225.4 (forty-seven thousand two hundred twenty-five and four tenths) pounds.

22. That the value of said 47,225.4 (forty-seven thousand two hundred twenty-five and four tenths) pounds of sunflowers is $3,211.32 (three thousand two hundred eleven dollars and thirty-two cents).

23. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 47,225.4 (forty-seven thousand two hundred twenty-five and four tenths) pounds of sunflowers valued at $3,211.32 (three thousand two hundred eleven dollars and thirty-two cents).

24. That my records show the delivery of said 47,225.4 (forty-seven thousand

two hundred twenty-five and four tenths) pounds of sunflowers are valued at $3,211.32 (three thousand two hundred eleven dollars and thirty-two cents).

25. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on January 5, 2000 with a net weight of 46,816.2 (forty-six thousand eight hundred sixteen and two tenths) pounds.

26. That the value of said 46,816.2 (forty-six thousand eight hundred sixteen and two tenths) pounds of sunflowers is $3,230.32 (three thousand two hundred thirty dollars and thirty-two cents).

27. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 46,816.2 (forty-six thousand eight hundred sixteen and two tenths) pounds of sunflowers valued at $3,230.32 (three thousand two hundred thirty dollars and thirty-two cents).

28. That my records show the delivery of said 46,816.2 (forty-six thousand eight hundred sixteen and two tenths) pounds of sunflowers are valued at $3,230.32 (three thousand two hundred thirty dollars and thirty-two cents).

29. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on January 12, 2000 with a net weight of 21,907 (twenty-one thousand nine hundred seven) pounds.

30. That the value of said 21,907 (twenty-one thousand nine hundred seven) pounds of sunflowers is $1,511.58 (one thousand five hundred eleven dollars and fifty-eight cents).

31. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 21,907 (twenty-one thousand nine hundred seven) pounds of sunflowers valued at $1,511.58 (one thousand five hundred eleven dollars and fifty-eight cents).

32. That my records show the delivery of said 21,907 (twenty-one thousand nine hundred seven) pounds of sunflowers are valued at $1,511.58 (one thousand five hundred eleven dollars and fifty-eight cents).

33. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on January 13, 2000 with a net weight of 83,952 (eighty-three thousand nine hundred fifty-two) pounds.

34. That the value of said 83,952(eighty-three thousand nine hundred fifty-two) pounds of sunflowers is $5,465.53 (five thousand four hundred sixty-five dollars and fifty-three cents).

35. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 83,952 (eighty-three thousand nine hundred fifty-two) pounds of sunflowers valued

at $5,465.53 (five thousand four hundred sixty-five dollars and fifty-three cents).

36. That my records show the delivery of said 83,952 (eighty-three thousand nine hundred fifty-two) pounds of sunflowers are valued at $5,465.53 (five thousand four hundred sixty-five dollars and fifty-three cents).

37. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on January 17, 2000 with a net weight of 42,318 (forty-two thousand three hundred eighteen) pounds.

38. That the value of said 42,318 (forty-two thousand three hundred eighteen) pounds of sunflowers is $2,792.98 (two thousand seven hundred ninety-two dollars and ninety-eight cents).

39. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 42,318 (forty-two thousand three hundred eighteen) pounds of sunflowers valued at $2,792.98 (two thousand seven hundred ninety-two dollars and ninety-eight cents).

40. That my records show the delivery of said 42,318 (forty-two thousand three hundred eighteen) pounds of sunflowers are valued at $2,792.98 (two thousand seven hundred ninety-two dollars and ninety-eight cents).

41. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on January 18, 2000 with a net weight of 44,436 (forty-four thousand four hundred thirty-six) pounds.

42. That the value of said 44,436 (forty-four thousand four hundred thirty-six) pounds of sunflowers is $2,977.21 (two thousand nine hundred seventy-seven dollars and twenty-one cents).

43. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 44,436 (forty-four thousand four hundred thirty-six) pounds of sunflowers valued at $2,977.21 (two thousand nine hundred seventy-seven dollars and twenty-one cents).

44. That my records show the delivery of said 44,436 (forty-four thousand four hundred thirty-six) pounds of sunflowers are valued at $2,977.21 (two thousand nine hundred seventy-seven dollars and twenty-one cents).

45. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on January 21, 2000 with a net weight of 43,014.4 (forty-three thousand fourteen and four tenths) pounds.

46. That the value of said 43,014.4 (forty-three thousand fourteen and four tenths) pounds of sunflowers is $2,924.97 (two thousand nine hundred twenty-four dollars and ninety-seven cents).

47. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 43,014.4 (forty-three thousand fourteen and four tenths) pounds of sunflowers valued at $2,924.97 (two thousand nine hundred twenty-four dollars and ninety-seven cents).

48. That my records show the delivery of said 43,014.4 (forty-three thousand fourteen and four tenths) pounds of sunflowers are valued at $2,924.97 (two thousand nine hundred twenty-four dollars and ninety-seven cents).

49. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on January 25, 2000 with a net weight of 45,756 (forty-five thousand seven hundred fifty-six) pounds.

50. That the value of said 45,756 (forty-five thousand seven hundred fifty-six) pounds of sunflowers is $3,111.41 (three thousand one hundred eleven dollars and forty-one cents).

51. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 45,756 (forty-five thousand seven hundred fifty-six) pounds of sunflowers valued at $3,111.41 (three thousand one hundred eleven dollars and forty-one cents).

52. That my records show the delivery of said 45,756 (forty-five thousand seven hundred fifty-six) pounds of sunflowers are valued at $3,111.41 (three thousand one hundred eleven dollars and forty one cents).

53. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on January 26, 2000 with a net weight of 43,604.4 (forty-three thousand six hundred four and four tenths) pounds..

54. That the value of said 43,604.4 (forty-three thousand six hundred four and four tenths) pounds of sunflowers is $2,886.95 (two thousand eight hundred eighty-six dollars and ninety-five cents).

55. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 43,604.4 (forty-three thousand six hundred four and four tenths) pounds of sunflowers valued at $2,886.95 (two thousand eight hundred eighty-six dollars and ninety-five cents).

56. That my records show the delivery of said 43,604.4 (forty-three thousand six hundred four and four tenths) pounds of sunflowers are valued at $2,886.95 (two thousand eight hundred eighty-six dollars and ninety-five cents).

57. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on February 1, 2000 with a net weight of 47,088 (forty-seven thousand eighty-eight) pounds.

58. That the value of said 47,088 (forty-seven thousand eighty-eight) pounds of sunflowers is $3,249.07 (three thousand two hundred forty-nine dollars and seven cents).

59. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 47,088 (forty-seven thousand eighty-eight) pounds of sunflowers valued at $3,249.07 (three thousand two hundred forty-nine dollars and seven cents).

60. That my records show the delivery of said 47,088 (forty-seven thousand eighty-eight) pounds of sunflowers are valued at $3,249.07 (three thousand two hundred forty-nine dollars and seven cents).

61. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on February 2, 2000 with a net weight of 47,453.6 (forty-seven thousand four hundred fifty-three and six tenths) pounds.

62. That the value of said 47,453.6 (forty-seven thousand four hundred fifty-three and six tenths) pounds of sunflowers is $3,226.85 (three thousand two hundred twenty-six dollars and eighty-five cents).

63. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 47,453.6 (forty-seven thousand four hundred fifty-three and six tenths) pounds of sunflowers valued at $3,226.85 (three thousand two hundred twenty-six dollars and eighty-five cents).

64. That my records show the delivery of said 47,453.6 (forty-seven thousand four hundred fifty-three and six tenths) pounds of sunflowers are valued at $3,226.85 (three thousand two hundred twenty six dollars and eighty-five cents).

65. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco, Inc on February 3, 2000 with a net weight of 48,084.4 (forty-eight thousand eighty-four and four tenths) pounds.

66. That the value of said 48,084.4 (forty-eight thousand eighty-four and four tenths) pounds of sunflowers is $3,323.11 (three thousand three hundred twenty-three dollars and eleven cents).

67. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 48,084.4 (forty-eight thousand eighty-four and four tenths) pounds of sunflowers valued at $3,323.11 (three thousand three hundred twenty-three dollars and eleven cents).

68. That my records show the delivery of said 48,084 (forty-eight thousand eighty-four) pounds of sunflowers are valued at $3,323.11 (three thousand three hundred twenty-three dollars and eleven cents).

69. That the sixteen loads of said sunflowers or proceeds are bailment.

70. That Larry Wheeting's, Wheetco Inc.'s records show a total of 708,566.8 (seven hundred eight thousand five hundred sixty-six and eight tenths) pounds of sunflowers valued at a total of $47,749.93 (forty-seven thousand seven hundred forty-nine dollars and ninety-three cents) dollars in lawful money of account.

71. That my records show a total of 708,566.8 (seven hundred eight thousand five hundred sixty-six and eight tenths) pounds of sunflowers valued at a total of $47,749.93 (forty-seven thousand seven hundred forty-nine dollars and ninety-three cents) dollars in lawful money of account.

72. That the proceeds of said bailment have not yet been transferred to Bailor, Sam Schauer.

73. That all of said sunflowers or proceeds from said sunflowers are a bailment and exempt from seizure for any responsibility of Bailee Larry Wheeting, or Bailee Wheetco Inc.

74. That the total value of said sunflowers are within the lawfully bonded amount of $75,000 dollars in lawful money of account.

75. That it was not my intent to become a creditor to Larry Wheeting, or Wheetco Inc.

76. That upon information and belief it was Larry Wheeting's, Wheetco Inc.'s intent to be bailee to me Sam Schauer.

77. That upon information and belief it was not Larry Wheeting's, Wheetco Inc.'s intent to become a debtor to me Sam Schauer.

78. That it was my intent at all times that our relationship be, that I Sam Schauer be bailor to Larry Wheeting, Wheetco Inc.

79. That I, Sam Schauer have not entered into a voluntary credit agreement with Larry Wheeting or Wheetco Inc.

80. That I, Sam Schauer am not a creditor to Larry Wheeting, Wheetco Inc.

Further Affiant sayeth naught.

Dated: 8-13-01

Sam Schauer

Sam Schauer

On this the 13th day of August 2001, before me, Darci Wolff the undersigned officer, personally appeared Sam Schauer known to me or satisfactorily proven to be the person whose name subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.

Darci Lloyd presently known as Darci Wolff

Notary Public

3/10/04

My commission expires

ASCS-211-1
(04-12-84)

U.S. DEPARTMENT OF AGRICULTURE
Agricultural Stabilization and Conservation Service
Commodity Credit Corporation

POWER OF ATTORNEY FOR HUSBAND AND WIFE

The Commodity Credit Corporation (CCC) hereby recognizes the undersigned Sam Schauer and Linda Schauer of Leola SD County of McPherson, State of SD, who hereby appoint one another as the attorney in fact for the other and grant unto the other full authority to execute all necessary documents, receive and acknowledge receipt of all payments due the undersigned, and perform all necessary acts in connection with all agricultural programs of the CCC and/or the Agricultural Stabilization and Conservation Service (ASCS) of the U.S. Department of Agriculture, as the attorney in fact for each other and CCC will honor the acts of each of the undersigned in connection with all agricultural programs of CCC and/or ASCS.

The undersigned hereby ratify all that the other shall lawfully do by virtue of this appointment.

Notwithstanding state law, CCC shall continue to recognize this appointment and the undersigned agree that this appointment shall remain in effect until (1) notice of the death of either of the undersigned, (2) written notice of the revocation of this power of attorney by either of the undersigned is received by the McPherson County ASC Committee located at Leola SD

This power of attorney is signed and dated at Leola SD, on Oct 15, 1984

SIGNATURES

Sam Schauer
HUSBAND

Ruth E. Tillman
(FOR CCC OR ITS DESIGNEE)

X Linda Schauer
WIFE
338-26-1331 In computer
Social Security No

I hereby certify that this is a true and correct copy of the original.

Marci Wolff, PT

McPherson County FSA Office
PO Box 230
Leola, S.D. 57456-0230

IM

AFFIDAVIT OF INFORMATION FOR
PROOF OF CLAIM-MISCELLANEOUS BONDS

State of South Dakota

The undersigned being duly sworn, deposes and says:

County of McPherson

The undersigned Claimant makes this affidavit, and the facts set forth are true and correct

1. The name and address of Claimant is: Jake and Arlene Schauer
P.O. Box 425
Faith, SD 57626

RECEIVED
AUG 15 2001
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

2. The name and address of Surety's Bonded Principal is:
Larry Wheeting/Wheetco Inc.
300 E. RR Ave.
Groton, SD 57445

3. The legal status of Claimant is: in their (Propria Persona) Natural Person.

4. The first and last date material was rendered was: January 5, 1999
February 28, 2000

5. Material was requested via standard South Dakota Elevator Scale Ticket and immediate cash sale to be paid immediately.

6. Material is 426,850.5 pounds of sunflowers.

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

Scale Ticket No.	Date	Kind of Grain	Pounds	Price
10643	January 5, 2000	Sunflowers	46,322.9	$3,242.54
10663	January 12, 2000	Sunflowers	47,896.2	$3,352.66
50920	January 13, 2000	Sunflowers	46,845.4	$3,279.25
53060	January 17, 2000	Sunflowers	48,815.2	$3,417.06
10696	January 21, 2000	Sunflowers	50,233.6	$3,516.35
10690	January 19, 2000	Sunflowers	49,199.6	$3,357.18
10728	February 2, 2000	Sunflowers	48,372.4	$3,386.07
10830	February 23, 2000	Sunflowers	45,227.2	$3,165.90
10844	February 28, 2000	Sunflowers	43,938	$3,034.40

8. Notice was sent on June 11, 2001 to Surety via Notice and Demand.

9. Net claim is $29,751.42 dollars in lawful money of account.

10. Claim has not been assigned by Claimant.

11. No lien is filed on claim by Claimant.

Dated: 8-14-2001

Jake Schauer, Claimant

Arlene Schauer, Claimant

Signed and sworn to before me on Aug. 14 2001 said subscriber being known to me.

Notary Public

July 21. 2006

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS
TARE

077980 16 07:14 AM 01/05/00

029020 16 08:22 AM 01/05/00

48.760

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10643 DATE 1-5-00

NAME Jake Schuster and Bros

ADDRESS

TRUCKER (Sa, TA)

LOAD OF BO flaxseed

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 082340 16 07:11 AM 01/12/00
TARE

080280 16 11:27 AM 01/12/00

52.060

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10663 DATE 1/12/00

NAME Jake Schuster (Faith)

ADDRESS

TRUCKER Kimball

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

I hereby certify that this copy is a true and accurate copy of the original.

#1

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 081540 lb 10:04 AM 01/13/00
TARE
080620 lb 11:35 AM 01/13/00

50920

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

- 10668

DATE 1-13-00

NAME Jake & Sam Schauer (Faith)

ADDRESS

TRUCKER Kimball

LOAD OF [redacted] BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 082780 lb 08:48 AM 01/17/00
TARE
023720 lb 11:00 AM 01/17/00

53060

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

- 10681

DATE 1-17-00

NAME Sam & Jake Schauer
Faith

ADDRESS

TRUCKER Kimball

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

I hereby certify that this copy is a true and accurate copy of the original.

Jake Schauer

3/

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SC

GROSS 081580 16 10:27 AM 01/19/00
TARE
029240 16 12:11 PM 01/19/00

52340

WHEETCO INC.
Box 608 • Groton, South Dakota 57445

10690

DATE 1-19-00

NAME Jake & Sam Schaeuer (faith)

ADDRESS

TRUCKER Kimball

LOAD OF 80 Flowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS [illegible]
TARE

[illegible]

53440

WHEETCO INC.
Box 608 • Groton, South Dakota 57445

10696

DATE 1-21-00

NAME Sam & Jake Schaeuer

ADDRESS Faith

TRUCKER Kimball

LOAD OF 80 Flower

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

I hereby certify that this copy is a true and accurate copy of the original.

Jake Schaeuer

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS
TARE

51460

WHEETCO INC.
Box 668 • Gixton, South Dakota 57445

10728 DATE 2.2.00

NAME Jake & Sam Schauer

ADDRESS Faith

TRUCKER Turnball

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS
TARE

49160

WHEETCO INC.
Box 668 • Gixton, South Dakota 57445

10830 DATE 2/23/00

NAME Jake & Sam Schauer

ADDRESS

TRUCKER Turnball

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

I hereby certify that this copy is a true and accurate copy of the original.

5/

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 077940 16 02:16 PM 02/28/00
TARE

029120 16 03:27 PM 02/28/00

48820

WHEETCO INC.
Box 568 • Groton, South Dakota 57146

10844

DATE 2/28/00

NAME: Sam & Jake Schauer

ADDRESS: Faith

TRUCKER

LOAD OF BO Sunflower

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

I hereby certify that this copy is a true and accurate copy of the original.

Jake Schauer

NOTICE AND DEMAND

To South Dakota Public Utilities Commissioners Jim Burg and Pam Nelson and all whose hands these presents may come please take notice:

1. That from January 5,2000 to February 28, 2000 Jake and Arlene Schauer delivered a total of 426,850.5 pounds of sunflowers valued at $29,751.42.

2. That the above information is verified by the enclosed affidavit.

3. That on June 28, 2001 Jake and Arlene Schauer sent a "proof of claim" to Star Insurance Company.

4. That Jake and Arlene Schauer have not yet been paid by the Star Insurance Company.

5. That SDCL 49-45-6, Supervision of Grain Dealers, "The Public Utilities Commission shall supervise the business of Grain Dealers in this state and administer the laws relating thereto."

Therefore:

1. Should Star Insurance Company fail or refuse to provide payment in full for said sunflowers, the South Dakota Public Utilities Commissioners shall become liable for any unpaid amount.

2. The "South Dakota Public Utilities Commission shall "Supervise the business of Grain Dealers in this state, and administer the laws relating thereto."

3. Should the South Dakota Public Utilities Commission breach their lawful duty, or mismanage the bond and payment requirement of the previously licensed Wheetco Inc., the South Dakota Public Utilities Commission and Commissioners shall become liable for the unpaid amount and expenses incurred by Jake and Arlene Schauer.

Govern Your Actions Accordingly

Dated 6-14-01

Jake Schauer

Arlene Schauer

AFFIDAVIT OF TRUTH AND FACT

The undersigned, Jake Schauer, of his own certain knowledge and under the pain and penalty of perjury, does depose and declare:

1. That my name is Jake Schauer.

2. That I am at least 18 years old.

3. That I am competent to make this affidavit of truth and fact.

4. That I, Jake Schauer am a bailor.

5. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on January 5, 2000 with a net weight of 46,322.9 (forty-six thousand three hundred twenty-two and nine tenths) pounds.

6. That the value of said 46,322.9 (forty-six thousand three hundred twenty-two and nine tenths) pounds of sunflowers is $3,242.54 (three thousand two hundred forty-two dollars and fifty-four cents).

7. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 46,322.9 (forty-six thousand three hundred twenty-two and nine tenths) pounds of sunflowers valued at $3,242.54 (three thousand two hundred forty-two dollars and fifty-four cents).

8. That my records show the delivery of said 46,322.9 (forty-six thousand three hundred twenty-two and nine tenths) pounds of sunflowers valued at $3,242.54 (three thousand two hundred forty-two dollars and fifty-four cents).

9. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on January 12, 2000 with a net weight of 47,896.2 (forty-seven thousand eight hundred ninety-six and two tenths) pounds.

10. That the value of said 47,896.2 (forty-seven thousand eight hundred ninety-six and two tenths) pounds of sunflowers is $3,352.66 (three thousand three hundred fifty-two dollars and sixty-six cents).

11. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 47,896.2 (forty-seven thousand eight hundred ninety-six and two tenths) pounds of sunflowers valued at $3,352.66 (three thousand three hundred fifty-two dollars and sixty-six cents).

12. That my records show the delivery of said 47,896.2 (forty-seven thousand eight hundred ninety six and two tenths) pounds of sunflowers are valued at $3,352.66 (three thousand three hundred fifty-two dollars and sixty-six cents).

13. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on January 13, 2000 with a net weight of 46,845.4 (forty-six thousand eight hundred forty-five and four tenths) pounds.

14. That the value of said 46,845.4 (forty-six thousand eight hundred forty-five and four tenths) pounds of sunflowers is $3,279.25 (three thousand two hundred seventy-nine dollars and twenty five cents).

15. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 46,845.4 (forty-six thousand eight hundred forty-five and four tenths) pounds of sunflowers valued at $3,279.25 (three thousand two hundred seventy-nine dollars and twenty five cents).

16. That my records show the delivery of said 46,845.4 (forty-six thousand eight hundred forty-five and four tenths) pounds of sunflowers are valued at $3,279.25 (three thousand two hundred seventy-nine dollars and twenty five cents).

17. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on January 17, 2000 with a net weight of 48,815.2 (forty-eight thousand eight hundred fifteen and two tenths) pounds.

18. That the value of said 48,815.2 (forty-eight thousand eight hundred fifteen and two tenths) pounds of sunflowers is $3,417.06 (three thousand four hundred seventeen dollars and six cents).

19. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 48,815.2 (forty-eight thousand eight hundred fifteen and two tenths) pounds of sunflowers valued at $3,417.06 (three thousand four hundred seventeen dollars and six cents).

20. That my records show the delivery of said 48,815.2 (forty-eight thousand eight hundred fifteen and two tenths) pounds of sunflowers are valued at $3,417.06 (three thousand four hundred seventeen dollars and six cents).

21. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on January 21, 2000 with a net weight of 50,233.6 (fifty thousand two hundred thirty-three and six tenths) pounds.

22. That the value of said 50,233.6 (fifty thousand two hundred thirty-three and six tenths) pounds of sunflowers is $3,516.35 (three thousand five hundred sixteen dollars and thirty-five cents).

23. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 50,233.6 (fifty thousand two hundred thirty-three and six tenths) pounds of sunflowers valued at $3,516.35 (three thousand five hundred sixteen dollars and

thirty-five cents).

24. That my records show the delivery of said 50,233.6 (fifty thousand two hundred thirty-three and six tenths) pounds $3,516.35 (three thousand five hundred sixteen dollars and thirty-five cents).

25. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on January 19, 2000 with a net weight of 49,199.6 (forty-nine thousand one hundred ninety-nine and six tenths) pounds.

26. That the value of said 49,199.6 (forty-nine thousand one hundred ninety-nine and six tenths) pounds of sunflowers is $3,357.18 (three thousand three hundred fifty-seven dollars and eighteen cents).

27. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 49,199.6 (forty-nine thousand one hundred ninety-nine and six tenths) pounds of sunflowers valued at $3,357.18 (three thousand three hundred fifty-seven dollars and eighteen cents).

28. That my records show the delivery of said 49,199.6 (forty-nine thousand one hundred ninety-nine and six tenths) pounds of sunflowers are valued at $3,357.18 (three thousand three hundred fifty-seven dollars and eighteen cents).

29. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on February 2, 2000 with a net weight of 48,372.4 (forty-eight thousand three hundred seventy-two and four tenths) pounds.

30. That the value of said 48,372.4 (forty-eight thousand three hundred seventy-two and four tenths) pounds of sunflowers is $3,386.07 (three thousand three hundred eighty-six dollars and seven cents).

31. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 48,372.4 (forty-eight thousand three hundred seventy-two and four tenths) pounds of sunflowers valued at $3,386.07 (three thousand three hundred eighty-six dollars and seven cents).

32. That my records show the delivery of said 48,372.4 (forty-eight thousand three hundred seventy-two and four tenths) pounds of sunflowers are valued at $3,386.07 (three thousand three hundred eighty-six dollars and seven cents).

33. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on February 23, 2000 with a net weight of 45,227.2 (forty-five thousand two hundred twenty-seven and two tenths) pounds.

34. That the value of said 45,227.2 (forty-five thousand two hundred twenty-seven and two tenths) pounds of sunflowers is $3,165.9 (three thousand one hundred

sixty-five dollars and ninety cents).

35. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 45,227.2 (forty-five thousand two hundred twenty-seven and two tenths) pounds of sunflowers valued at $3,165.9 (three thousand one hundred sixty-five dollars and ninety cents).

36. That my records show the delivery of said 45,227.2 (forty-five thousand two hundred twenty-seven and two tenths) pounds of sunflowers are valued at $3,165.9 (three thousand one hundred sixty-five dollars and ninety cents).

37. That I delivered a load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on February 28, 2000 with a net weight of 43,938 (forty-three thousand nine hundred thirty-eight) pounds.

38. That the value of said 43,938 (forty-three thousand nine hundred thirty-eight) pounds of sunflowers is $3,034.4 (three thousand thirty-four dollars and forty cents).

39. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 43,938 (forty-three thousand nine hundred thirty-eight) pounds of sunflowers valued at $3,034.4 (three thousand thirty-four dollars and forty cents).

40. That my records show the delivery of said 43,938 (forty-three thousand nine hundred thirty-eight) pounds of sunflowers are valued at $3,034.4 (three thousand thirty-four dollars and forty cents).

41. That the nine loads of said sunflowers or proceeds are bailment.

42. That the proceeds of said bailment have not yet been transfered to Bailor, Jake Schauer.

43. That all of said sunflowers or proceeds from said sunflowers are a bailment and exempt from seizure for any responsibility of Bailee Larry Wheeting, or Bailee Wheetco Inc.

44. That it was not my intent to become a creditor to Larry Wheeting, or Wheetco Inc.

45. That upon information and belief it was Larry Wheeting's, Wheetco Inc.'s intent to be bailee to me Jake Schauer.

46. That upon information and belief it was not Larry Wheeting's, Wheetco Inc.'s intent to become a debtor to me Jake Schauer.

47. That it was my intent at all times that our relationship be, that I Jake

Schauer be bailor to Larry Wheeting, Wheetco Inc.

48. That I, Jake Schauer have not entered into a voluntary credit agreement with Larry Wheeting or Wheetco Inc.

49. That I, Jake Schauer am not a creditor to Larry Wheeting, Wheetco Inc.

Further Affiant sayeth naught.

Dated:

Jake Schauer

On this the 14 day of Aug 2001, before me, _____ the undersigned officer, personally appeared Jake Schauer known to me or satisfactorily proven to be the person whose name subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.

Notary Public

My commission expires July 21, 2006

I N

AFFIDAVIT OF INFORMATION FOR PROOF OF CLAIM-MISCELLANEOUS BONDS

State of South Dakota

The undersigned being duly sworn, deposes and says:

County of McPherson

The undersigned Claimant makes this affidavit, and the facts set forth are true and correct

1. The name and address of Claimant is: Jim Schauer
   10860 365th Ave.
   Leola, SD 57456

RECEIVED
AUG 15 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

2. The name and address of Surety's Bonded Principal is:
   Larry Wheeting/Wheetco Inc.
   300 E. RR Ave.
   Groton, SD 57445

3. The legal status of Claimant is: in their (Propria Persona) Natural Person.

4. The first and last date material was rendered was: February 11, 2000
   February 15, 2000

5. Material was requested via standard South Dakota Elevator Scale Ticket and immediate cash sale to be paid immediately.

6. Material is 133,882.4 pounds of sunflowers.

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

Scale Ticket No.	Date	Kind of Grain	Pounds	Price
10768	February 11, 2000	Sunflowers	55,480	$3,883.60
10778	February 12, 2000	Sunflowers	53,562.4	$3,749.37
10786	February 15, 2000	Sunflowers	24,840	$1,698.64

8. Notice was sent on June 11, 2001 to Surety via Notice and Demand.

9. Net claim is $9,331.60 dollars in lawful money of account.

10. Claim has not been assigned by Claimant.

11. No lien is filed on claim by Claimant.

Dated: 8 - 14 2001

Jim Schauer

Jim Schauer, Claimant

Signed and sworn to before me on August 14 2001 said subscriber being known to me.

Marci Lloyd PKA

Notary Public Marci Hoff

My Commission expires: 3/10/04

AFFIDAVIT OF TRUTH AND FACT

The undersigned, Jim Schauer, of his own certain knowledge and under the pain and penalty of perjury, does depose and declare:

RECEIVED

AUG 15 2001

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

1. That my name is Jim Schauer.

2. That I am at least 18 years old.

3. That I am competent to make this affidavit of truth and fact.

4. That I, Jim Schauer am a bailor.

5. That I delivered a double load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on February 11, 2000 with a net weight of 55,480 (fifty-five thousand four hundred eighty) pounds.

6. That the value of said 55,480 (fifty-five thousand four hundred eighty) pounds of sunflowers is $3,883.60 (three thousand eight hundred eighty three dollars and sixty cents).

7. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 55,480 (fifty-five thousand four hundred eighty) pounds of sunflowers valued at $3,883.60 (three thousand eight hundred eighty three dollars and sixty cents).

8. That my records show the delivery of said 55,480 (fifty-five thousand four hundred eighty) pounds of sunflowers valued at $3,883.6 (three thousand eight hundred eighty three dollars and sixty cents).

9. That I delivered a double load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc on February 12, 2000 with a net weight of 53,562.4 (fifty-three thousand five hundred sixty-two and four tenths) pounds.

10. That the value of said 53,562.4 (fifty-three thousand five hundred sixty-two and four tenths) pounds of sunflowers is $3,749.37 (three thousand seven hundred forty-nine dollars and thirty-seven cents).

11. That Larry Wheeting's, Wheetco. Inc.'s records show the receipt of said 53,562.4 (fifty-three thousand five hundred sixty-two and four tenths) pounds of sunflowers valued at $3,749.37 (three thousand seven hundred forty-nine dollars and thirty-seven cents).

12. That my records show the delivery of said 53,562.4 (fifty-three thousand five hundred sixty-two and four tenths) pounds of sunflowers are valued at $3,749.37 (three thousand seven hundred forty-nine dollars and thirty-seven cents).

13. That I delivered a single load of sunflowers as a bailment to Larry Wheeting, Wheetco. Inc. on February 15, 2000 with a net weight of 24,840 (twenty-four thousand eight hundred forty) pounds.

14. That the value of said 24,840 (twenty-four thousand eight hundred forty) pounds of sunflowers is $1,698.64 (one thousand six hundred ninety-eight dollars and sixty-four cents).

15. That Larry Wheeting's, Wheetco Inc.'s records show the receipt of said 24,840 (twenty-four thousand eight hundred forty) pounds of sunflowers valued at $1,698.64 (one thousand six hundred ninety-eight dollars and sixty-four cents).

16. That my records show the delivery of said 24,840 (twenty-four thousand eight hundred forty) pounds of sunflowers valued at $1.698.64 (one thousand six hundred ninety eight dollars and sixty-four cents).

17. That the two double loads and one single load of said sunflowers or proceeds are bailment.

18. That Larry Wheeting's, Wheetco Inc.'s records show a total of 133,882.4 (one hundred thirty-three thousand eight hundred eighty-two and four tenths) pounds of sunflowers valued at a total of $9,331.60 (nine thousand three hundred thirty-one dollars and sixty cents) in lawful money of account.

19. That my records show a total of 133,882.4 (one hundred thirty-three thousand eight hundred eighty-two and four tenths) pounds of sunflowers valued at a total of $9,331.60 (nine thousand three hundred thirty-one dollars and sixty cents) in lawful money of account.

20. That the proceeds of said bailment have not yet been transferred to Bailor, Jim Schauer.

21. That all of said sunflowers or proceeds from said sunflowers are a bailment and exempt from seizure for any responsibility of Bailee Larry Wheeting, or Bailee Wheetco Inc.

22. That the total value of said sunflowers are within the lawfully bonded amount of $75,000 dollars in lawful money of account.

23. That it was not my intent to become a creditor to Larry Wheeting, or Wheetco Inc.

24. That upon information and belief it was Larry Wheeting's, Wheetco Inc.'s intent to be bailee to me Jim Schauer.

25. That upon information and belief it was not Larry Wheeting's, Wheetco

Inc.'s intent to become a debtor to me Jim Schauer.

26. That it was my intent at all times that our relationship be, that I Jim Schauer be bailor to Larry Wheeting, Wheetco Inc.

27. That I, Jim Schauer have not entered into a voluntary credit agreement with Larry Wheeting or Wheetco Inc.

28. That I, Jim Schauer am not a creditor to Larry Wheeting, Wheetco Inc.

Further Affiant sayeth naught.

Dated:

Jim Schauer

Jim Schauer

On this the 8 day of dlw 14 August 2001, before me, DARCI WOLFF the undersigned officer, personally appeared Jim Schauer known to me or satisfactorily proven to be the person whose name subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

In witness whereof I hereunto set my hand and official seal.

Darci Lloyd PKA Darci Wolff

Notary Public

My commission expires 3/10/04

NOTICE AND DEMAND

To South Dakota Public Utilities Commissioners Jim Burg and Pam Nelson and all whose hands these presents may come please take notice:

1. That from February 11,2000 to February 15, 2000 Jim Schauer delivered a total of 133,882.4 pounds of sunflowers valued at $9,331.6.

2. That the above information is verified by the enclosed affidavit.

3. That on June 28, 2001 Jim Schauer sent a "proof of claim" to Star Insurance Company.

4. That Jim Schauer has not yet been paid by the Star Insurance Company.

5. That SDCL 49-45-6, Supervision of Grain Dealers, "The Public Utilities Commission shall supervise the business of Grain Dealers in this state and administer the laws relating thereto."

Therefore:

1. Should Star Insurance Company fail or refuse to provide payment in full for said sunflowers, the South Dakota Public Utilities Commissioners shall become liable for any unpaid amount.

2. The "South Dakota Public Utilities Commission shall "Supervise the business of Grain Dealers in this state, and administer the laws relating thereto."

3. Should the South Dakota Public Utilities Commission breach their lawful duty, or mismanage the bond and payment requirement of the previously licensed Wheetco Inc., the South Dakota Public Utilities Commission and Commissioners shall become liable for the unpaid amount and expenses incurred by Jim Arlene Schauer.

Govern Your Actions Accordingly

Dated 8-14-01

Jim Schauer

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 056000 lb 01:13 PM 02/15/00

TARE 029000 lb 01:59 PM 02/15/00

27,000

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10786

DATE 2/15/00

NAME: Jim Schauer

ADDRESS:

TRUCKER: Sam Schauer

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT 30

DOCKAGE 8%

PRICE

WEIGHER

273.225 • Victor Lundeen Co., Princeton • Fergus Falls, MN • 1-800-346-4870

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 058040 lb 09:21 AM 02/12/00

TARE 028900 lb 11:13 AM 02/12/00

29,140

043420 lb 09:25 AM 02/12/00

014340 lb 11:13 AM 02/12/00

29,080

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10778

DATE

NAME: Jim Schauer

ADDRESS:

TRUCKER:

LOAD OF

MOIST

TEST WEIGHT 30

DOCKAGE 8%

PRICE

WEIGHER

273.225 • Victor Lundeen Co., Princeton • Fergus Falls, MN • 1-800-346-4870

I herby certify that this copy is a true and accurate copy of the original.

Jim Schauer

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 057440 lb 12:54 PM 02/11/00

TARE 028060 lb 02:16 PM 02/11/00

29,380

042700 lb 12:55 PM 02/11/00

013680 lb 02:17 PM 02/11/00

29,020

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

10768

DATE 2/11/00

NAME: Jim Schaer

ADDRESS:

TRUCKER:

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT 29

DOCKAGE 5%

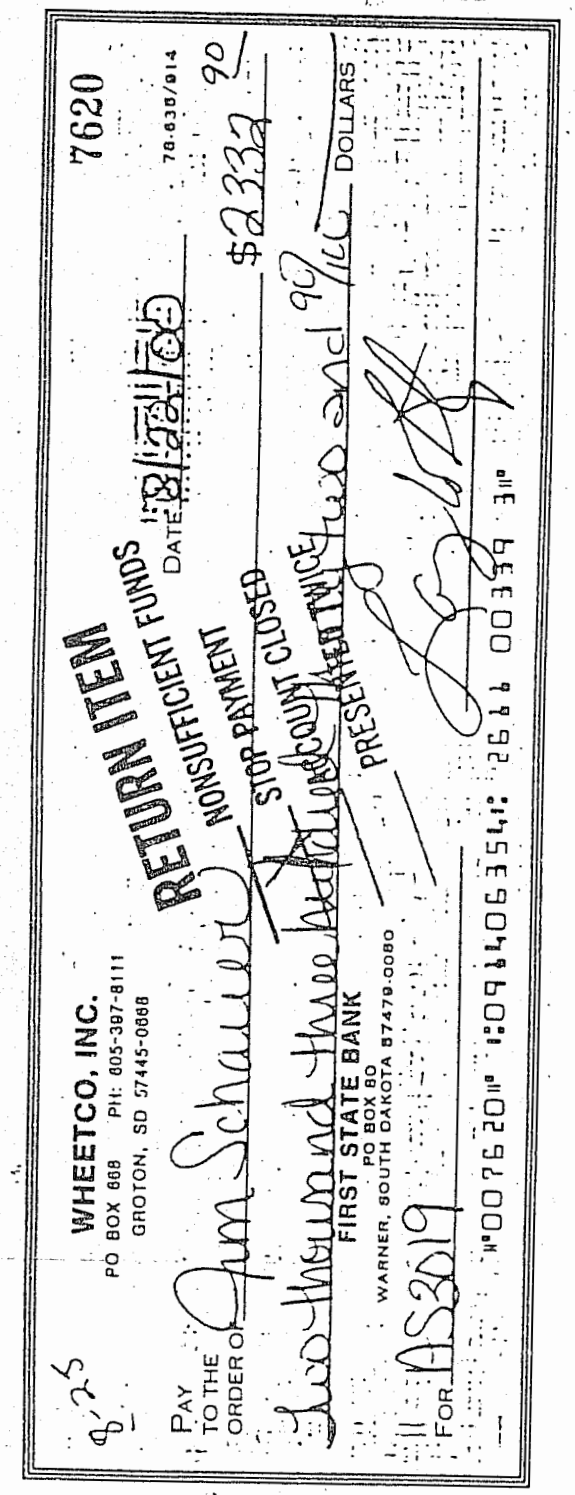
PRICE

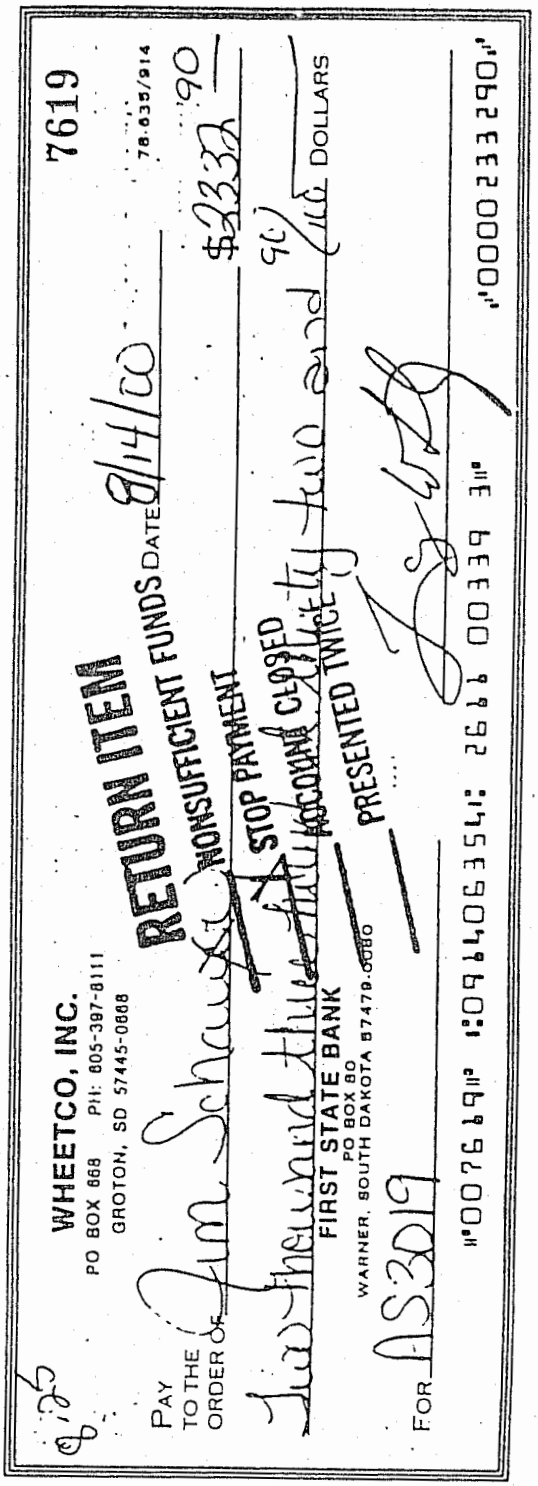
WEIGHER

273.225 • Victor Lundeen Co., Printers • Fergus Falls, MN • 1-800-346-4870

I herby certify that this copy is a true and accurate copy of the original.

Jim Schaer





I herby certify that this copy is a true and accurate copy of the original.

Jim Schauer

WHEETCO, INC.
PO BOX 668 PH: 605-397-8111
GROTON, SD 57445-0668

7622

78-635/914

RETURN ITEM
NONSUFFICIENT FUNDS
STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

PAY TO THE ORDER OF Jim Schauer $2332 91

Two thousand three hundred thirty two and 91/100 DOLLARS

FIRST STATE BANK
PO BOX 80
WARNER, SOUTH DAKOTA 57479-0080

FOR AS3019

⑈007622⑈ ⑆091406354⑆ 2611 00339 3⑈

8-25

WHEETCO, INC.
PO BOX 668 PH: 605-397-8111
GROTON, SD 57445-0668

7621

78-635/914

RETURN ITEM
NONSUFFICIENT FUNDS
STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

DATE 8/25/00

PAY TO THE ORDER OF Jim Schauer $2332 90

Two thousand three hundred thirty two and 90/100 DOLLARS

FIRST STATE BANK
PO BOX 80
WARNER, SOUTH DAKOTA 57479-0080

FOR AS3019

⑈007621⑈ ⑆091406354⑆ 2611 00339 3⑈

I herby certify that this copy is a true and accurate copy of the original.

Jim Schauer

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Mike Knoll, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named WHEETCO, Inc. located at Groton, S.D.

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

Scale Ticket No.	Date	Kind of Grain	~~Bushels~~ Pounds	Price	Lien Holder (print N/A if no liens)
See Copies of Documents	7/7th 7/29	Sunflower	319,479.6 lbs 50% of	$7.30 Per hundred	

Explanation of Claim:

Wheetco Inc. paid 50% of Total owed with 2 checks. Both checks took quite some time to be made good. Wheetco still owes $1,613.66 for the 50% due.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Mike Knoll
Signature of Claimant

8/9/01
Date

RECEIVED
AUG 17 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

46497 152nd St.
Street/PO Box

Conde, S.D. 57434-5300
City/State/Zip

605-382-5964
Telephone

Subscribed and sworn to me this 7th day of August, 2001.

Notary Terry J Vogel

County of: Spink

State of: S.D.

Commission Expires: 5.15.02

TERRY J. VOGEL
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3033

Name: MIKE KNOLL

Grain Type: BO SUNFLOWERS Check Off (YES) Apply to Contract # 1

Scale or Ref # / Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb/Bu	Net Price	Total Due
10745 2/07/00 29TW	44,760	22,100	22,660	8.00%	1,812.80	0	20,847.20	$0.0730	$1,52
10746 2/07/00 29TW	44,840	22,180	22,660	9.00%	2,039.40	0	20,620.60		$1,50
10749 2/08/00 29TW	44,660	21,960	22,700	6.00%	1,362.00	0	21,338.00		$1,5
10755 2/09/00 29TW	44,780	22,300	22,480	10.00%	2,248.00	0	20,232.00		$1,47
10784 2/10/00 30TW	45,040	22,260	22,780	9.00%	2,050.20	0	20,729.80		$1,51
10792 2/16/00 30TW	44,980	22,180	22,800	8.00%	1,824.00	0	20,976.00		$1,53
10805 2/17/00 30TW	44,900	22,320	22,580	6.00%	1,354.80	0	21,225.20		$1,54
10813 2/19/00 29TW	46,160	21,980	24,180	8.00%	1,934.40	0	22,245.60		$1,62
10822 2/21/00 29TW	41,740	22,120	19,620	8.00%	1,569.60	0	18,050.40		$1,3
10834 2/24/00 29TW	41,920	21,960	19,960	9.00%	1,796.40	0	18,163.60		$1,32
10836 2/25/00 29TW	40,380	22,320	18,060	11.00%	1,986.60	0	16,073.40		$1,17
10839 2/25/00 29TW	41,420	22,300	19,120	9.00%	0.00	0	19,120.00		$1,39
Totals	525,580	265,980	259,600		19,978.20	0	239,621.80		$17,49

TOTAL AMOUNT DUE $17,49

LESS: Deductions SUNFLOWER CHECKOFF $7
Checkoff
Misc.

NET AMOUNT DUE $17,42

PD. CK. NO. 7723 AMOUNT 5806.84

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0	# / BU
Total Settled Amount	239,621.80	# / BU
Left to be Settled	-239621.8	# / BU

11612.5
Bad che

5805.66
5806.84
11612.50

SIGNATURE _____
Larry Wheeting, Owner of Wheatco, Date

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3032

Name: MIKE KNOLL

Grain Type: BO SUNFLOWERS Check Off (YES) Apply to Contract # 121

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10842 2/28/00 29TW	43,900	22,220	21,680	6.00%	1,300.80	0	20,379.20	$0.0730	$1,487..
10843 2/28/00 30TW	45,320	22,180	23,140	8.00%	1,851.20	0	21,288.80		$1,554..
10849 2/29/00 30TW	45,080	22,140	22,940	9.00%	2,064.60	0	20,875.40		$1,523..
10851 2/29/00 30TW	40,940	22,120	18,820	8.00%	1,505.60	0	17,314.40		$1,263..
	0	0	0	0.00%	0.00	0	0.00		$0..
	0	0	0	0.00%	0.00	0	0.00		$0..
	0	0	0	0.00%	0.00	0	0.00		$0..
	0	0	0	0.00%	0.00	0	0.00		$0..
	0	0	0	0.00%	0.00	0	0.00		$0..
	0	0	0	0.00%	0.00	0	0.00		$0..
	0	0	0	0.00%	0.00	0	0.00		$0..
	0	0	0	0.00%	0.00	0	0.00		$0..
Totals	175,240	88,660	86,580		6,722.20	0	79,857.80		$5,829..

TOTAL AMOUNT DUE $5,829.6..

LESS: Deductions

Checkoff SUNFLOWER CHECKOFF $23.9

Misc.

NET AMOUNT DUE $5,805.60

PD. CK. NO. 7722 AMOUNT 5805 ldo

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	79,857.80 # / BU
Left to be Settled	-79857.8 # / BU

#23226.17
#11613.66 Bal Due

SIGNATURE _____

Larry Wheating, Owner of Wheetco, Date

WHEETCO Inc.
605/397-8111
P.O. Box 668 Groton, SD 57445
FAX # 605/397-8361

July 6, 2000

RECEIVED
AUG 17 2001
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Mike Knoll Jr.
40497 152nd Street
Conde, SD
57434

Dear Friends:

Greetings from Wheetco! Hope this finds your summer being as enjoyable as ours has been. The right combination of moisture and warm days has us confident that our upcoming harvest will be record breaking. We are anxiously awaiting our busy time.

This letter is for informational purposes that we, at Wheetco, can make you, our customers and producers, aware of anticipated financial changes in the near future. As you may or may not know, 3 years ago this November, we acquired through a subsidiary partnership, two additional locations. While this had many good points, including use of a scale, elevator, rental warehouse space, it also increased our available capacity to handle product, but at the same time, our current lending institution did not make an adequate line of credit available to us.

Since the beginning of this year, we have commenced to pay off in full our existing financial institution. With this accomplished and with our financial restructure in progress, we are ready to put our new game plan in action. At this time, we would like to acknowledge our outstanding grain payable to you. We are anticipating an audit that will verify our balance with you and therefore expedite payment to you as soon as funding is in place. Currently, our balance per our books with you is $11,613.66. If you feel this is incorrect or for any reason would like more information, we encourage you to call us at your earliest convenience, that we may accommodate you as best we can. You may talk to myself, or ask for Kris Cutler. Both of us will help to answer any question or concerns you may have.

Thank you for your time and consideration. We look forward to future business with all of you.

SBA - loan
SBA

Sincerely,

Larry Wheeting, President
Wheetco, Inc.

IP

KOLKER LAW OFFICE

P.O. Box 467 - 182 N. Main
Groton, South Dakota 57445

Richard L. Kolker
Kari A. Bartling

605-397-8464
Fax - 605-397-8497
email: tdlaw@nvc.net

August 16, 2001

Public Utilities Commission
500 E. Capitol Ave.
Pierre, SD 57501-5070

Re: Don Hearnen – Wheetco, Inc. – Our File #6662

Dear Sirs:

Enclosed with this letter you will find a Proof of Claim being filed by Don Hearnen against the Wheetco bond.

Very truly yours,

Richard Kolker

RK/jn

RECEIVED

AUG 17 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Donald Hearnen, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheetco, Inc. located at Groton, SD 57445.

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
ASS. SHHET:					
2737	7-16-99	Sunflowers	143,807#	.0800	N/A
2828	9-9-99	Sunflosers	49,985	.0800	N/A
2885	10-15-99	Sunflowers	56.503	.0610	N/A
3092	5-23-00	Sunflowers	112,185	.0800	N/A

Total Dollars $27,793.36

Explanation of Claim:

Delivered grain and was promised payment. Set up payment schedule. Filed Bankruptcy

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Don Hearnen
Signature of Claimant

August 15, 2001
Date

15360 409th Ave.
Street/PO Box

Conde, SD 57430
City/State/Zip

605-382-6522 5622
Telephone

RECEIVED
AUG [illegible] 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Subscribed and sworn to me this 15th day of August, 20 01.

Notary [signature]

County of: Brown

State of: South Dakota

Commission Expires: 10-23-04

ASSEMBLING SHEET

2737

P
July
I

Pounds Per Std. Bu.

60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

WHEETCO
PO BOX 668
GROTON, SD
57445
397-8111

Name: DON HEARNEN

Grain Type: BO SUNFLOWERS Check off: (YES) ( ) Apply to Contract #

Ticket or Refr. No./DATE	Gross Weight	Tare Weight	Net Weight	Dock 5.00%	Moist 0.00%	Net Lb./Bu	Net Price	Gross Dollar	Other Deduct	Total Due
9697 7/16/99 29TW	63,260	25,460	37,800	1,890.00	0.00	35,910.00	0.08000	2,872.80	0.00	2,872.80
9703 7/19/99 29TW	64,880	25,140	39,740	2,384.40	0.00	37,355.60		2,988.45	0.00	2,988.45
9709 7/20/99 29TW	64,740	25,080	39,660	5,155.80	0.00	34,504.20		2,760.34	0.00	2,760.34
9715 7/21/99 29TW	63,000	24,960	38,040	1,902.00	0.00	36,138.00		2,891.04	0.00	2,891.04
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
TOTALS	255,880.00	100,640.00	155,240.00	11,332.20	0.00	143,907.80		11,512.62	0.00	11,512.62

SCALE TICKET # 9703 DOCKED AT 6%; #9709 DOCKED AT 13%;

TOTAL AMOUNT DUE $ 11,512.624

LESS: Deductions
Checkoff SUNFLOWER CHECKOFF $ (43.17
Misc. $ (

Pd. Ck#
7581-7589

NET AMOUNT DUE $ 11,469.452

PD. CK. NO._____ AMOUNT_____

PD. CK. NO._____ AMOUNT_____

CONTRACT SETTLEMENTS

Contract #

Beginning Contract Amount (in Lbs. or Bu.)	0.00 #/Bu.
Total Settled Amount	143,907.80 #/Bu.
Left to be Settled	-143,907.80 #/Bu.

SIGNATURE _____

ASSEMBLING SHEET

2828

WHEETCO
PO BOX 668
GROTON, SD
57445
397-8111

Pounds Per Std. Bu.

60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: DON HEARNEN

Grain Type: BO SUNFLOWERS Check off: (YES) Apply to Contract #

Ticket or Refr. No./DATE	Gross Weight	Tare Weight	Net Weight	Dock 7.00%	Moist 0.00%	Net Lb./Bu	Net Price	Gross Dollar	Other Deduct	Total Due
9931 9/09/99 30TW	64,380	25,220	39,160	2,741.20	0.00	36,418.80	0.08000	2,913.50	0.00	2,913.50
10002 9/21/99 27TW	30,160	15,880	14,280	714.00	0.00	13,566.00		1,085.28	0.00	1,085.28
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
TOTALS	94,540.00	41,100.00	53,440.00	3,455.20	0.00	49,984.80		3,998.78	0.00	3,998.78

SCALE TICKET #10002 DOCKED AT 5%

TOTAL AMOUNT DUE $ 3,998.784

LESS: Deductions
Checkoff SUNFLOWER CHECKOFF $ (15.00✓
Misc. $ (

NET AMOUNT DUE $ 3,983.789

Pd. CK# 7581 - 7589

PD. CK. NO._____ AMOUNT_____

PD. CK. NO._____ AMOUNT_____

CONTRACT SETTLEMENTS

Contract #

Beginning Contract Amount (in Lbs. or Bu.)	0.00 #/Bu.
Total Settled Amount	49,984.80 #/Bu.
Left to be Settled	-49,984.80 #/Bu.

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

2885

Name: DON HEARNEN

Grain Type: BO SUNFLOWER Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10237 10/15/99 24TW	59,020	25,140	33,880	24.00%	8,131.20	0	25,748.80	$0.0610	$1,570.68
10272 10/19/99 23TW	72,520	30,960	41,560	26.00%	10,805.60	0	30,754.40	$0.0600	$1,845.26
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	131,540	56,100	75,440		18,936.80	0	56,503.20		$3,415.94

28# TEST WEIGHT MINIMUM, $0.10/CWT DISCOUNT FOR EACH TW POUND BELOW 28

TOTAL AMOUNT DUE $3,415.94

LESS: Deductions

Checkoff SUNFLOWER CHECKOFF $16.95

Misc.

NET AMOUNT DUE $3,398.99

$1827

PD. CK. NO. 1698 AMOUNT 1935.67 (Jim Tunkee)

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract#

Pd. CK # 7581-7589

Beginning Contract Amount (Lbs/Bu)	0	# / BU
Total Settled Amount	56,503.20	# / BU
Left to be Settled	-56503.2	# / BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

3092

5/31 Mich

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8117

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: DON HEARNEN

Grain Type: SO SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # / Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
11144 5/23/00	62,260	25,220	37,060	8.00%	2,964.80	0	34,095.20	$0.0800	$2,727.62
11145 5/23/00	76,780	29,820	47,260	8.00%	3,780.80	0	43,479.20		$3,478.34
11147 5/24/00	63,280	25,640	37,620	8.00%	3,009.60	0	34,610.40		$2,768.83
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	202,320	80,380	121,940		9,755.20	0	112,184.80		$8,974.78

TOTAL AMOUNT DUE $8,974.78

LESS: Deductions

Checkoff SUNFLOWER CHECKOFF $33.66

Misc.

NET AMOUNT DUE $8,941.12

Pd. Ck#'s 7581 - 7589

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	112,184.80 # / BU
Left to be Settled	-112184.8 # / BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

7582

78 635 914

WHEETCO, INC.
PO BOX 668 PH: 605-3[illegible]
GR[illegible]

RETURN ITEM
NONSUFFICIENT FUNDS
STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

RETURN ITEM
NONSUFFICIENT FUNDS
STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

DATE 8/7/00

PAY TO THE ORDER OF Don Hearnen $ 3000.00

three thousand DOLLARS

FIRST STATE BANK
PO BOX [illegible]
WARNER, SOUTH DAKOTA 57479-0080

Sharon Wheeting

FOR

⑈007582⑈ ⑆091406354⑆ 2611 00339 3⑈ ⑈0000300000⑈

ADVICE OF CHARGE

THE PEOPLES BANK
ABERDEEN • CONDE

DATE 8/23/2000

We charge your account as follows:

KEY TO REASON FOR RETURN ITEMS		DRAWN ON	DRAWN BY	AMOUNT
1 INSUFFICIENT FUNDS	7 REFER TO MAKER	1 1st St Bk. Warner	Wheetco	3000 -
2 PAYMENT STOPPED	8 DATED AHEAD	CK # 7582		
3 ACCOUNT CLOSED	9 NOT SIGNED			
4 SIGNATURE IRREGULAR	10 BALANCE HELD			
5 ENDORSEMENT	11 ALTERATION	* Check Enclosed		
6 AMOUNTS DIFFER	12		TOTAL CHARGE	3000 -

Don Hearnen

ACCOUNT NUMBER 200000760

BY TB

Brown Co. States Attorney
Vic Fishbarn
626-7130
Fax# 626-7132

7583

WHEETCO, INC.
PO BOX 668 PH: 605-397-8111
GROTON, SD 57445-0668

78-635/914

RETURN ITEM RETURN ITEM

DATE 8/11/00

PAY TO THE ORDER OF Don Hearnen $3000.00

NONSUFFICIENT FUNDS NONSUFFICIENT FUNDS
STOP PAYMENT STOP PAYMENT
ACCOUNT CLOSED ACCOUNT CLOSED
PRESENTED TWICE PRESENTED TWICE

three Thousand + 00/100 DOLLARS

FIRST STATE BANK
PO BOX 80
WARNER, SOUTH DAKOTA 57479-0080

FOR X 57 Sharon Wheeting

⑈007583⑈ ⑆05 45 35 ⑆ 2611 00339 3⑈ ⑈0000300000⑈

ADVICE OF CHARGE

THE PEOPLES BANK
ABERDEEN CONDE

DATE 8-24-00

We charge your account as follows:

KEY TO REASON FOR RETURN ITEMS		DRAWN ON	DRAWN BY	AMOUNT
1. INSUFFICIENT FUNDS	7. REFER TO MAKER	1 1st St. Bk-	Wheetco	3000.-
2. PAYMENT STOPPED	8. DATED AHEAD	Warner	Inc.	
3. ACCOUNT CLOSED	9. NOT SIGNED	#7583		
4. SIGNATURE IRREGULAR	10. BALANCE HELD			
5. ENDORSEMENT	11. ALTERATION			
6. AMOUNTS DIFFER	12. 2X	* CK. Enclosed		

TOTAL CHARGE 3000.-

Don Hearnen

ACCOUNT NUMBER 200000760

BY VB.

7584

WHEETCO, INC.
PO BOX 668 PH: 605-397-8111
GROTON, SD 57445-0668

78-635 914

RETURN ITEM RETURN ITEM

NONSUFFICIENT FUNDS X
STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

DATE 8/15/00

PAY TO THE ORDER OF Don Hearnen $3000.00

three thousand & 00/100 DOLLARS

FIRST STATE BANK
PO BOX 30
WARNER, SOUTH DAKOTA 57479-0030

Sharon Wheeting

FOR

⑈007584⑈ ⑆091406354⑆ 2611 00339 3⑈ ⑈0000300000⑈

ADVICE OF CHARGE

THE PEOPLES BANK
ABERDEEN • CONDE

DATE 8-29-2000

We charge your account as follows:

KEY TO REASON FOR RETURN ITEMS		DRAWN ON	DRAWN BY	AMOUNT
1 INSUFFICIENT FUNDS	7 REFER TO MAKER	1st St Bk, Warner	Wheetco	3000.00
2 PAYMENT STOPPED	8 DATED AHEAD	#7584		
3 ACCOUNT CLOSED	9 NOT SIGNED			
4 SIGNATURE IRREGULAR	10 BALANCE HELD			
5 ENDORSEMENT	11 ALTERATION	* Check Enclosed		
6 AMOUNTS DIFFER	12		TOTAL CHARGE	3000.00

Don Hearnen
15630 409th Ave
Conde SD 57434

ACCOUNT NUMBER 200000760

BY TB

7585

WHEETCO, INC.
PO BOX 662 PH: 605-397-8111
GROTON, SD 57445-0668

RETURN ITEM DATE 8/21/00

78-635 914

PAY TO THE ORDER OF Don Heavnan

$ 3000 00

three thousand & no/100 DOLLARS

FIRST STATE BANK
PO BOX 80
WARNER, SOUTH DAKOTA 57479-0080

- X NONSUFFICIENT FUNDS
- STOP PAYMENT
- ACCOUNT CLOSED
- X PRESENTED TWICE do not re-deposit

Sharon Wheeting

FOR

⑈007585⑈ ⑆C 14063541⑆ 2 6 003 3⑈ ⑈0003000000⑈

ADVICE OF CHARGE

THE PEOPLES BANK
ABERDEEN • CONDE

DATE 9-5-00

We charge your account as follows:

KEY TO REASON FOR RETURN ITEMS			DRAWN ON	DRAWN BY	AMOUNT
1 INSUFFICIENT FUNDS	7 REFER TO MAKER	1	First State Bk	Wheetco Inc.	3000 00
2 PAYMENT STOPPED	8 DATED AHEAD		Warner	#7585	
3 ACCOUNT CLOSED	9 NOT SIGNED				
4 SIGNATURE IRREGULAR	10 BALANCE HELD				
5 ENDORSEMENT	11 ALTERATION				
6 AMOUNTS DIFFER	12	*	Check Enclosed		

TOTAL CHARGE 3,000 00

Don Harnen

ACCOUNT NUMBER 200000760

BY Ad

7586

WHEETCO, INC.
PO BOX 662 PH: 605-397-8111
GROTON, SD 57445-0668

DATE 8/25/00

78-635/914

PAY TO THE ORDER OF Don Heavnan

$ 3000 00

three thousand & no/100 DOLLARS

FIRST STATE BANK
PO BOX 80
WARNER, SOUTH DAKOTA 57479-0080

Sharon Wheeting

FOR

⑈007586⑈ ⑆096406354⑆ 2666 00339 3⑈

7587

WHEETCO, INC.
PO BOX 662 PH: 605-397-8111
GROTON, SD 57445-0668

DATE 8/28/00 78-635/914

PAY TO THE ORDER OF Don Hearnan $3000.00

three thousand & no/100 DOLLARS

FIRST STATE BANK
PO BOX 80
WARNER, SOUTH DAKOTA 57479-0080

FOR _____ Sharon Wheeling

⑈007587⑈ ⑆091406354⑆ 2666 00339 3⑈

7588

WHEETCO, INC.
PO BOX 668 PH: 605-397-8111
GROTON, SD 57445-0668

DATE 8/31/00 78-635/914

PAY TO THE ORDER OF Don Hearnan $3000.00

three thousand & no/100 DOLLARS

FIRST STATE BANK
PO BOX 80
WARNER, SOUTH DAKOTA 57479-0080

FOR _____ Sharon Wheeling

⑈007588⑈ ⑆091406354⑆ 2666 00339 3⑈

7589

WHEETCO, INC.
PO BOX 668 PH: 605-397-8111
GROTON, SD 57445-0668

DATE 9/4/00 78-635/914

PAY TO THE ORDER OF Don Hearnan $1857.37

one thousand eight hundred fifty seven & 37/100 DOLLARS

FIRST STATE BANK
PO BOX 80
WARNER, SOUTH DAKOTA 57479-0080

FOR _____ Sharon Wheeling

⑈007589⑈ ⑆091406354⑆ 2666 00339 3⑈

10

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Merritt Patterson & Sons-Dale Patterson Gen Partner the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named

Wheetco, Inc located at Groton, South Dakota.

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
N/A	12/99-1/2000	Safflower	5059	$0.105	N/A

RECEIVED
AUG 20 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

Merritt Patterson & Sons, a South Dakota general partnership consisting of Merritt, Dean, Gene, Dale and Gale Patterson, a family farm operation, sold 5059 bu. of safflower to Wheetco, Inc of Groton, SD in the fall of 1999 which was delivered by truck to Wheetco, Inc. during the winter and spring of 1999-2000. A total price of $20,184.21 is in arrears.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Merritt Patterson & Sons - Dale Patterson Gen Partner
Signature of Claimant

8-17-01
Date

18520 228 ST
Street/PO Box

WALL, SD 57790-6102
City/State/Zip

605-279-2949
Telephone

Subscribed and sworn to me this 17 day of August, 2001.

Notary Sheila A Otten

County of: Pennington

State of: South Dakota

Commission Expires: 9-13-03

PROMISSORY NOTE

WHEETCO, INC. of Groton, South Dakota hereinafter referred to as the "Borrower".

Lender: MERRITT PATTERSON & SONS

Mailing address: 18520 228TH ST.
WALL, SD 57790-8102

For value received, Borrower promises to pay to Lender the amount of $ 29,184.21, at the rate of 10% per year for a period of _____ years. from the date this note was signed until the date it is paid in full (*Wheetco will receive credits for prepayments, reducing the total amount of interest to be repaid).*

Wheetco agrees that this note shall be paid in installments, which include principal and interest, of not less than $_____.00 per month, due on the _____ day of each month, until such time as the principal and interest are paid in full.

If any installment payment due under this note is not received by Lender within 30 days of its due date, the entire amount of the unpaid principal shall become immediately due and payable at the option of the Lender with written notice to Wheetco, Inc.

(The term Lender refers to any person who legally holds this note, including a buyer in due course.)

_____ _____
Wheetco, Inc. Representative Date

WHEETCO, INC.
502 East 8th Ave.-H
Groton, SD 57445
Brown County South Dakota
(605) 397-8111

Merritt Patterson Sons by Earl Patterson 10-4-00
Lender's Representative Date

WHEETCO, INC.

300 East Railroad Ave.
Groton SD 57445
FROM THE DESK OF KRIS CUTLER

October 30, 2000

RE: Enclosed Amortization Schedules

To: All Current Note Holders:

I am sending out amortization schedules, which I promised when all our notes were originally signed. Listed will be the interest rate, number of months payments will be made, the total note amount and the monthly payment amount.

You will notice that as of this point in time, an exact commencement date on the note payments is not listed. Until confirmation and completion of the loan application is done, no certain date can be listed. However, be assured that everything is being processed and I will let you know as soon as I hear any updates on a time frame.

Sincerely,

Kris Cutler

Kris Cutler, Accountant
Wheetco, Inc.

UNITED STATES BANKRUPTCY COURT
District of South Dakota

(COPY)

PROOF OF CLAIM

Debtor's name: Wheatco, Inc.	Case number: 00-10188 Chapter: 7	Please see the instructions that accompany this form for definitions and guidance on completing a proof of claim.
Creditor's name: Dale Patterson Merritt Patterson & Sons	Debtor's account or I.d. number:	This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.
Send notices to (name and address): Dale Patterson Wall SD 57790 Merritt Patterson & Sons 18520 228 St. Wall, South Dakota 57790-6102 Phone number: ( ) 605-279-2949 Fax number: ( ) 605-279-2955	☐ Check this box if you are aware that someone else has filed a proof of claim relating to your claim. ☐ Check this box if you have never received a notice from the bankruptcy court in this case. ☐ Check this box if your address differs from the address on the envelope sent to you by the bankruptcy court.	☐ Check this box if this claim is intended to replace a previously filed claim. ☐ Check this box if this claim is intended to amend a previously filed claim. Date of previously filed claim:

1. **Basis for claim** (check all that apply and use "Other" to describe any claim not fitting within one of the listed categories):

☒ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Retiree benefits (per 11 U.S.C. §1114(a))
☐ Wages, salaries, or compensation, for services performed (insert dates):
From: To:
Your SSN: 46-0366519
☐ Other (describe):

2. Date(s) debt incurred: 5/1/2000 thru 6/15/2000 3. Date(s) of any judgment:

4. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED:

$	+ $	+ $	= $
a. Secured (if other than "0", complete no. 5 below)	20,184.21 b. Unsecured	c. Priority (if other than "0", complete no. 6 below)	20,184.21 TOTAL (a+b+c)

☐ Check this box if claim includes interest or other charges. Attach itemized statement of all interest and other charges.

5. **SECURED CLAIM.** Check the appropriate box(es), if your claim is secured by:

☐ Real estate
☐ Motor vehicle(s)
☐ Other collateral (describe):

Value of collateral: $

Arrearage and other charges at the time the case was filed included in secured claim, if any: $

6. **PRIORITY CLAIM.** Check the appropriate box(es), if your claim is for:

☐ Wages, salaries, or commissions (up to $4,650*) earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
☐ Deposits (up to $2,100*) toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
☒ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
☐ Other (describe and specify applicable paragraph of 11 U.S.C. § 507):

* *Amounts are subject to adjustment on 4/1/2004 and every three years thereafter with respect to cases filed on or after the date of the adjustment.*

7. **CREDITS:** The amount of all payments on this claim has been credited and deducted for the purpose of making this claim.
8. **SUPPORTING DOCUMENTS:** *Attach copies of supporting documents,* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.
9. **DATE-STAMPED COPY:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and a copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

RECEIVED/FILED
JUN 6 8 16 AM '01
CLERK
U.S. BANKRUPTCY COURT

Date and sign: Merritt Patterson Sons - Dale Patterson Gen. Part. 6/5/01

Print your name and title (if any): Dale Patterson General Part. Merritt Patterson & Sons

Monthly Amortization Patterson's

Interest Rate

Term (months)

Loan Amount

Payment Amount $335.08

Pymt #	Payment	Principal	Interest	Balance
0				$ 20,184.21
1	$335.08	$166.88	$ 168.20	$ 20,017.33
2	$335.08	$168.27	$ 166.81	$ 19,849.06
3	$335.08	$169.67	$ 165.41	$ 19,679.39
4	$335.08	$171.09	$ 163.99	$ 19,508.30
5	$335.08	$172.51	$ 162.57	$ 19,335.79
6	$335.08	$173.95	$ 161.13	$ 19,161.84
7	$335.08	$175.40	$ 159.68	$ 18,986.44
8	$335.08	$176.86	$ 158.22	$ 18,809.58
9	$335.08	$178.34	$ 156.75	$ 18,631.24
10	$335.08	$179.82	$ 155.26	$ 18,451.42
11	$335.08	$181.32	$ 153.76	$ 18,270.10
12	$335.08	$182.83	$ 152.25	$ 18,087.27
13	$335.08	$184.35	$ 150.73	$ 17,902.91
14	$335.08	$185.89	$ 149.19	$ 17,717.02
15	$335.08	$187.44	$ 147.64	$ 17,529.58
16	$335.08	$189.00	$ 146.08	$ 17,340.58
17	$335.08	$190.58	$ 144.50	$ 17,150.00
18	$335.08	$192.17	$ 142.92	$ 16,957.84
19	$335.08	$193.77	$ 141.32	$ 16,764.07
20	$335.08	$195.38	$ 139.70	$ 16,568.69
21	$335.08	$197.01	$ 138.07	$ 16,371.68
22	$335.08	$198.65	$ 136.43	$ 16,173.03
23	$335.08	$200.31	$ 134.78	$ 15,972.72
24	$335.08	$201.98	$ 133.11	$ 15,770.75
25	$335.08	$203.66	$ 131.42	$ 15,567.09
26	$335.08	$205.36	$ 129.73	$ 15,361.73
27	$335.08	$207.07	$ 128.01	$ 15,154.67
28	$335.08	$208.79	$ 126.29	$ 14,945.87
29	$335.08	$210.53	$ 124.55	$ 14,735.34
30	$335.08	$212.29	$ 122.79	$ 14,523.05
31	$335.08	$214.06	$ 121.03	$ 14,309.00
32	$335.08	$215.84	$ 119.24	$ 14,093.16
33	$335.08	$217.64	$ 117.44	$ 13,875.52
34	$335.08	$219.45	$ 115.63	$ 13,656.06
35	$335.08	$221.28	$ 113.80	$ 13,434.78
36	$335.08	$223.13	$ 111.96	$ 13,211.66
37	$335.08	$224.98	$ 110.10	$ 12,986.67
38	$335.08	$226.86	$ 108.22	$ 12,759.81
39	$335.08	$228.75	$ 106.33	$ 12,531.06
40	$335.08	$230.66	$ 104.43	$ 12,300.41
41	$335.08	$232.58	$ 102.50	$ 12,067.83
42	$335.08	$234.52	$ 100.57	$ 11,833.31
43	$335.08	$236.47	$ 98.61	$ 11,596.84
44	$335.08	$238.44	$ 96.64	$ 11,358.40
45	$335.08	$240.43	$ 94.65	$ 11,117.97
46	$335.08	$242.43	$ 92.65	$ 10,875.54
47	$335.08	$244.45	$ 90.63	$ 10,631.09
48	$335.08	$246.49	$ 88.59	$ 10,384.60
49	$335.08	$248.54	$ 86.54	$ 10,136.06

50	$335.08	$250.61	$	84.47	$ 9,885.44
51	$335.08	$252.70	$	82.38	$ 9,632.74
52	$335.08	$254.81	$	80.27	$ 9,377.93
53	$335.08	$256.93	$	78.15	$ 9,121.00
54	$335.08	$259.07	$	76.01	$ 8,861.92
55	$335.08	$261.23	$	73.85	$ 8,600.69
56	$335.08	$263.41	$	71.67	$ 8,337.28
57	$335.08	$265.60	$	69.48	$ 8,071.68
58	$335.08	$267.82	$	67.26	$ 7,803.86
59	$335.08	$270.05	$	65.03	$ 7,533.81
60	$335.08	$272.30	$	62.78	$ 7,261.51
61	$335.08	$274.57	$	60.51	$ 6,986.94
62	$335.08	$276.86	$	58.22	$ 6,710.08
63	$335.08	$279.16	$	55.92	$ 6,430.92
64	$335.08	$281.49	$	53.59	$ 6,149.43
65	$335.08	$283.84	$	51.25	$ 5,865.59
66	$335.08	$286.20	$	48.88	$ 5,579.39
67	$335.08	$288.59	$	46.49	$ 5,290.80
68	$335.08	$290.99	$	44.09	$ 4,999.81
69	$335.08	$293.42	$	41.67	$ 4,706.39
70	$335.08	$295.86	$	39.22	$ 4,410.53
71	$335.08	$298.33	$	36.75	$ 4,112.20
72	$335.08	$300.81	$	34.27	$ 3,811.39
73	$335.08	$303.32	$	31.76	$ 3,508.07
74	$335.08	$305.85	$	29.23	$ 3,202.22
75	$335.08	$308.40	$	26.69	$ 2,893.83
76	$335.08	$310.97	$	24.12	$ 2,582.86
77	$335.08	$313.56	$	21.52	$ 2,269.30
78	$335.08	$316.17	$	18.91	$ 1,953.13
79	$335.08	$318.81	$	16.28	$ 1,634.32
80	$335.08	$321.46	$	13.62	$ 1,312.86
81	$335.08	$324.14	$	10.94	$ 988.72
82	$335.08	$326.84	$	8.24	$ 661.88
83	$335.08	$329.57	$	5.52	$ 332.31
84	$335.08	$332.31	$	2.77	$ (0.00)
86	[illegible]	$337.87	$	(2.79)	$ [illegible]
87	[illegible]	$340.69	$	(5.61)	$ [illegible]
88	[illegible]	[illegible]	$	[illegible]	$ (1,357.[illegible])
89	[illegible]	[illegible]	$	[illegible]	$ (1,[illegible])
90	[illegible]	[illegible]	$	[illegible]	$ (1,[illegible])
91	[illegible]	[illegible]	$	[illegible]	$ (2,[illegible])
92	[illegible]	[illegible]	$	[illegible]	$ (2,[illegible])
93	[illegible]	[illegible]	$	[illegible]	$ (3,[illegible])
94	[illegible]	[illegible]	$	[illegible]	$ (3,[illegible])
95	[illegible]	[illegible]	$	[illegible]	$ (3,[illegible])
96	[illegible]	[illegible]	$	[illegible]	$ (4,[illegible])
97	[illegible]	[illegible]	$	[illegible]	$ (4,[illegible])
98	[illegible]	[illegible]	$	[illegible]	$ (4,[illegible])
99	[illegible]	[illegible]	$	[illegible]	$ (5,[illegible])
100	[illegible]	[illegible]	$	[illegible]	$ (5,[illegible])
101	[illegible]	[illegible]	$	[illegible]	$ (6,[illegible])
102	[illegible]	[illegible]	$	[illegible]	$ [illegible]
103	[illegible]	[illegible]	$	[illegible]	$ [illegible]
104	[illegible]	[illegible]	$	[illegible]	$ [illegible]
105	[illegible]	[illegible]	$	[illegible]	$ [illegible]
106	[illegible]	[illegible]	$	[illegible]	$ (8,054.[illegible])
107	[illegible]	[illegible]	$	[illegible]	$ (8,456.[illegible])
108	[illegible]	[illegible]	$	[illegible]	$ (8,861.[illegible])
109	[illegible]	[illegible]	$	[illegible]	$ (9,2[illegible])
110	[illegible]	$412.34	$	(77.26)	$ [illegible]
111	[illegible]	$415.77	$	(80.69)	$ [illegible]

18

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Kevin Swanson, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheetco, Inc. located at PO Box 668, Groton, SD 57445.

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

@ $0.1100

Scale Ticket No.	Date	Kind of Grain	Bushels net	Price	Lien Holder (print N/A if no liens)
11138	5-22-00	Stripe sunflow.	15984. lb	$1786.89	NA
11141	5-22-00	Stripe sunflow.	16505. lb	$1786.88	NA

RECEIVED
AUG 2 1 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

Total claim $3573.77 See attached documents

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Kevin Swanson

Signature of Claimant KSP Farms, Inc. by Kevin Swanson, Pres.

8/20/01
Date

41972 121 St
Street/PO Box

Langford, SD 57454
City/State/Zip

605 493-6633
Telephone

Subscribed and sworn to me this 20 day of August, 20 01.

Notary Paul L Erickson a Notary Public

County of: Marshall

State of: South Dakota

Commission Expires: My commission Expires 02-22-2007

ASSEMBLY SHEET

3098

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Name: [redacted] FARMS INC.

Grain Type: STRIPE SUNFLOWERS Check Off (CK) Apply to Contract #

Scale or Ref # / Date/Test Weight	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu.	Net Price	Total Due
11138 6/22/09 24TW	36,700	18,940	17,760	10.00%	1,776.00	0	16,984.00	$0.11400	$1,936.24
11141 6/23/09 28TW	36,740	18,800	17,940	8.00%	1,435.20	0	16,504.80		$1,816.53
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	73,440	37,740	35,700		3,211.20	0	33,488.80		$3,753.77

$3,753.77

TOTAL AMOUNT DUE

LESS: Deductions
Checkoff
Misc.

$3,573.76$

NET AMOUNT DUE

PD. CK. NO. 3024 AMOUNT $1786.89

PD. CK. NO. 3025 AMOUNT $1786.88

CONTRACT
SETTLEMENTS
Contracts

Beginning Contract Amount (Lbs/Bu) 0 $/BU

Total Settled Amount 22,488.80 $/BU

Left to be Settled $/BU

SIGNATURE

Larry Wheeting, Owner of Wheetco, Date

CERTIFICATE OF GRAIN, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

018800 lb 10:34 AM 05/23/00

GROSS

TARE 035740 lb 10:12 AM 05/23/00

17940

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

11141 DATE 5/22/00

NAME KSP Farms Inc

ADDRESS

TRUCKER Swanson

LOAD OF Stripe Sunflowers

MOIST

TEST WEIGHT 23

DOCKAGE 8%

PRICE

WEIGHER

CERTIFICATE OF GRAIN, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

035700 lb 05:30 PM 05/22/00

GROSS

TARE 018940 lb 05:56 PM 05/

17960

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

11138 DATE 5/22/00

NAME Kim Swanson

ADDRESS KSP Farms Inc

TRUCKER

LOAD OF Stripe Sunflowers

MOIST

TEST WEIGHT 24

DOCKAGE 10% Sclerotinia

PRICE

WEIGHER

NORTHERN PRAIRIE SEED
P.O. BOX 668 PH 605-397-8111
GROTON, SD 57445

PAY TO THE ORDER OF KSP Farms

One thousand seven hundred [illegible]

Norwest Bank South Dakota, N.A.
120 North Main
P.O. Box 229
Groton, SD 57445

FOR AS 3098

⑈003025⑈ ⑆091400046⑆ [illegible] ⑈0000178689⑈

⑆091402905⑆ ⑈0000178689⑈

3025

NORTHERN PRAIRIE SEED
P.O BOX 668 PH 605-397-8111
GROTON, SD 57445

DATE 7-26-00

PAY TO THE ORDER OF KSP Farms $1780.88

One thousand seven hundred [illegible] and 88/100 DOLLARS

Norwest Bank South Dakota, N.A.
120 North Main
P.O. Box 229
Groton, SD 57445

FOR AS 3098

⑈003025⑈ ⑆091400046⑆ 165000336⑈ ⑈0000178688⑈

⑆091402905⑆ ⑈0000178688⑈

LANGFORD STATE BANK, Langford, South Dakota

This is to advise you that we have [illegible]

DESCRIPTION	AMOUNT
NBF CHECKS RETURNED [illegible]	[illegible]
NORTHERN PRAIRIE SEED [illegible]	[illegible]
NORTHERN PRAIRIE [illegible]	[illegible]
[illegible]	[illegible]

KSP [illegible]
[illegible]
LANGFORD [illegible]

KSP Fans Inc
Kin Dwyer

0910-0008-0 COUNTRY
4301[illegible]
4301[illegible]
4301[illegible]
4201[illegible]
0198345061 06/07/2000 0125 0 1
091000019 NORWEST, MN
35927 08/08/00 0002

→ 091402905 ←
LANGFORD STATE BANK
LANGFORD, SOUTH DAKOTA

→ 091402905 ←
LANGFORD STATE BANK
LANGFORD, SOUTH DAKOTA
LANGFORD STATE BANK

KSP Fans Inc
Kin Dwyer

0910-0008-0
4301[illegible]-COUNTRY
4301[illegible]08-0[illegible]
4301[illegible]
4201[illegible]
420184174 6834 6818 18
091000019
35974 08/08/00 0002

091000019
NORWEST, MN
MN
[illegible]
[illegible]

→ 091402905 ←
LANGFORD STATE BANK
LANGFORD, SOUTH DAKOTA
LANGFORD STATE BANK
LANGFORD, SOUTH DAKOTA

→ 091402905 ←
LANGFORD STATE BANK
LANGFORD, SOUTH DAKOTA
LANGFORD STATE BANK

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, CLARK V. ROEBER, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named

WHEETCO located at GROTON, SO. DAK

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
10806	2/17/00	Sunflowers	39,880	Cwt. .07/00	NA
10809	2/18/00	" "	40,720	" "	NA
10838	2/25/00	" "	39,060	" "	NA
10820	2/21/00	" "	39,620	" "	NA
10854	3/1/00	" "	30,660	" "	NA
10850	2/29/00	" "	38,620	" "	NA

Explanation of Claim:

This is not a voluntary credit sale.

Clark V. Roeber

Subscribed and sworn to me this 27th Day of August, 2001

Notary Public - 11-6-2001

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

RECEIVED

AUG 28 2001

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Clark V. Roeber
Signature of Claimant

8-24-01
Date

17889 372ND AVE.
Street/PO Box

REDFIELD, SO. DAK
City/State/Zip

605-472-1188
Telephone

Subscribed and sworn to me this _____ ____ day of _____, 20____.

Notary_____

County of:_____

State of: _____

Commission Expires: _____

1551

WHEETCO, INC.
P.O. BOX 668 PH. 605-397-8111
GROTON, SD 57445-0668

FIRST STATE BANK
P.O. BOX 80
WARNER, SOUTH DAKOTA 57479-0080
78-635/914

00015512

RETURN ITEM
X NONSUFFICIENT FUNDS
STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

**** FIVE THOUSAND & 00/100 DOLLARS

DATE 06/16/00

AMOUNT ******$5,000.00

PAY TO THE ORDER OF

CLARK ROEBER
RR 3 BOX 54
ZELL
SOUTH DAKOTA 57469

AUTHORIZED SIGNATURE

⑈015512⑈ ⑆091406354⑆ 2666 00339 3⑈ ⑈0000500000⑈

15513

WHEETCO, INC.
P.O. BOX 668 PH. 605-397-8111
GROTON, SD 57445-0668

FIRST STATE BANK
P.O. BOX 80
WARNER, SOUTH DAKOTA 57479-0080
78-635/914

00015513

RETURN ITEM
X NONSUFFICIENT FUNDS
STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

RETURN ITEM
X NONSUFFICIENT FUNDS
STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

**** FIVE THOUSAND & 00/100 DOLLARS

DATE 06/16/00

AMOUNT ******$5,000.00

PAY TO THE ORDER OF

CLARK ROEBER
RR 3 BOX 54
ZELL
SOUTH DAKOTA 57469

AUTHORIZED SIGNATURE

⑈015513⑈ ⑆091406354⑆ 2666 00339 3⑈ ⑈0000500000⑈

ASSEMSLY SHEET

WHEETCO
PO BOX 568
GROTON, SD
57445
605-397-8111

Pounds Per Std Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3084 12/29

Name: CLARK ROEBER

Grain Type: SO SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wgnt	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10826 2/17/00 32TW	67,380	27,800	39,580	3.00%	1,186.40	0	38,583.60	$0.0700	$2,700
10809 2/18/00 32TW	68,260	27,540	40,720	3.00%	1,221.60	0	39,498.40		$2,764
10820 2/21/00 32TW	67,300	27,960	39,620	5.00%	1,981.00	0	37,639.00		$2,634
10832 2.25.00 31TW	66,620	27,560	39,060	5.00%	1,953.00	0	37,107.00		$2,597
10850 2/29/00 32TW	66,340	27,720	38,620	5.00%	1,931.00	0	36,689.00		$2,568
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
Totals	336,500	138,600	197,900		8,283.00	0	189,617.00		$13,273.19

TOTAL AMOUNT DUE $13,273.19

LESS: Deductions

Checkoff SUNFLOWER CHECKOFF -$53.19

Misc.

NET AMOUNT DUE $13,219.30

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	189,617.00 # / BU
Left to be Settled	-189617 # / BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco. Date

Page 1

Post-it® Fax Note 7671 | Date 3-3 | # of pages ▶ 1
To Clark Roeber | From Michelle
Co./Dept. | Co. Wheetco
Phone # | Phone #
Fax # 472-1188 | Fax #

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: CLARK ROEBER

Grain Type: BO SUNFLOWER Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb/Bu	Net Price	Total Due
10654.3/01/00.30TW	58,100	27,440	30,660	5.00%	1,533.00	0	29,127.00	$0.0700	$2,038.89
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	58,100	27,440	30,560		1,533.00	0	29,127.00		$2,038.89

TOTAL AMOUNT DUE $2,038.89

LESS: Deductions

Checkoff SUNFLOWER CHECKOFF $5.74

Misc.

NET AMOUNT DUE $2,033.15

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract#

Beginning Contract Amount (Lbs/Bu) 0 #/BU

Total Settled Amount 29,127.00 #/BU

Left to be Settled -29127 #/BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Data

Pg

Post-It® Fax Note 7671 | Date 3-3 | # of pages ▶ 1

To Clark Roeber | From Michelle

Co./Dept. | Co. Wheetco

Phone # | Phone #

Fax # 472-1188 | Fax #

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS

TARE

39,880

WHEETCO INC.
Box 668 • Groton South Dakota 57445

10806

DATE

NAME Clark Foster

ADDRESS

TRUCKER New Hay

LOAD OF BO's Flour

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

273 225 • Victor Lundeen Co. Printers • Fergus Falls, MN • 1-800-346-4870

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS

TARE

40,130

WHEETCO INC.
Box 668 • Groton South Dakota 57445

10809

DATE 2/18/00

NAME Clark Kocher

ADDRESS Redfield

TRUCKER

LOAD OF BO's Flour

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

273 225 • Victor Lundeen Co. Printers • Fergus Falls, MN • 1-800-346-4870

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS
TARE

39,060

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10838 DATE 2-25-00

NAME Clark Rieber

ADDRESS

TRUCKER

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

213 225 • Victor Lundeen Co. Printers • Fergus Falls MN • 1-800 346 4870

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS
TARE

39620

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10820 DATE 2-21-00

NAME Clark Rieber

ADDRESS

TRUCKER

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

213 225 • Victor Lundeen Co. Printers • Fergus Falls MN • 1-800 346 4870

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS
TARE

30,660

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10854

DATE 3-1-00

NAME Clark Barber

ADDRESS

TRUCKER Clark

LOAD OF BC Sunflowers (last load)

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

273 225 • Victor Lundeen Co. Printers • Fergus Falls, MN • 1-800-346-4870

CERTIFICATE OF GRADE WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS
TARE

38,620

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

10850

DATE 2/29/00

NAME Clark Barber

ADDRESS

TRUCKER BC Sunflowers

LOAD OF

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

273 225 • Victor Lundeen Co. Printers • Fergus Falls, MN • 1-800-346-4870

IT

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

Joel J. Durheim, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheatco, Inc. located at Groton, SD

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
9751 9752	07-23-99	Sunflowers	143,800lbs	.07750	1st National Bank of Frederick

RECEIVED
AUG 27 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

Payment was received for sunflowers in July, 2000 with postdated checks as indicated on the enclosed copies. Three checks were returned for non-sufficient funds and total $6,305.10. the amount of our claim

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Joel J. Durheim
Signature of Claimant

8-24-01
Date

508 No. 3rd St.
Street/PO Box

Ellendale, ND 58436
City/State/Zip

(701) 349-3018
Telephone

Subscribed and sworn to me this 24th day of August, 2001.

Notary

County of: Dickey

State of: North Dakota

7490

WHEETCO, INC.
PO BOX 668 PH: 605-397-811
GROTON, SD 57445-0668

RETURN ITEM
NONSUFFICIENT FUNDS
STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

RETURN ITEM
NONSUFFICIENT FUNDS
STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

DATE 7/19/00

78-635/914

PAY TO THE ORDER OF Joel Duggan & Fred Frederick $ 2101 70

Two thousand one hundred one and 70/100 DOLLARS

FIRST STATE BANK
PO BOX 80
WARNER SOUTH DAKOTA 57479-0080

FOR AS2716

⑈007490⑈ ⑆091406354⑆ 2611 00339 3⑈ ⑈0000210170⑈

7489

WHEETCO, INC.
PO BOX 668 PH: 605-397-811
GROTON, SD 57445-0668

RETURN ITEM
NONSUFFICIENT FUNDS
STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

RETURN ITEM
NONSUFFICIENT FUNDS
STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

DATE 7/14/00

78-635/914

PAY TO THE ORDER OF Joel Duggan & Fred Frederick $ 2101 70

Two thousand one hundred one and 70/100 DOLLARS

FIRST STATE BANK
PO BOX 80
WARNER SOUTH DAKOTA 57479-0080

FOR AS2716

⑈007489⑈ ⑆091406354⑆ 2611 00339 3⑈ ⑈0000210170⑈

7488

WHEETCO, INC.
PO BOX 668 PH: 605-397-811
GROTON, SD 57445-0668

RETURN ITEM
NONSUFFICIENT FUNDS
STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

RETURN ITEM
NONSUFFICIENT FUNDS
STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

DATE 7/12/00

78-635/914

PAY TO THE ORDER OF Joel Duggan & Fred Frederick $ 2101 70

Two thousand one hundred one and 70/100 DOLLARS

FIRST STATE BANK
PO BOX 80
WARNER SOUTH DAKOTA 57479-0080

FOR AS2716

⑈007488⑈ ⑆091406354⑆ 2611 00339 3⑈ ⑈0000210170⑈

THE FIRST NATIONAL BANK

FREDERICK, SD 57441. 8-0

WE THIS DATE CHARGED YOUR ACCOUNT AND RETURN UNPAID THE FOLLOWING ITEMS. ENDORSED BY YOU

ADVICE OF CHARGE

1. INSUFFICIENT FUNDS 2. ENDORSEMENT	KEY	DRAWN BY	DRAWN ON	AMOUNT
3 NOT ON US 4 SIGNATURE 5 UNCOLLECTED FUNDS 6. NO ACCOUNT 7	1	WheatCo	1st State - Warner	2101 70
	1	WheatCo	1st State Warner	2101 70

WE THIS DATE CHARGED YOUR ACCOUNT AS FOLLOWS:	AMOUNT
Presented twice - Did not Redeposit	6 —
Joel Durham 508 3rd St. N. Ellendale ND 58436	ACCT NO 112-336 APPROVED BY KB
INTEREST EXCH COLL SERVICE FEE TOTAL	4209 40

THE FIRST NATIONAL BANK

FREDERICK, SD 57441. 8-7-00

WE THIS DATE CHARGED YOUR ACCOUNT AND RETURN UNPAID THE FOLLOWING ITEMS. ENDORSED BY YOU

ADVICE OF CHARGE

1 INSUFFICIENT FUNDS 2 ENDORSEMENT 3 NOT ON US 4 SIGNATURE 5 UNCOLLECTED FUNDS 6 NO ACCOUNT 7	KEY	DRAWN BY	DRAWN ON	AMOUNT
	1	Wheatco	1st State - Warner	2101 70

WE THIS DATE CHARGED YOUR ACCOUNT AS FOLLOWS	AMOUNT
Presented twice - Do Not Re-deposit	3 —
Joel Durham 508 3rd St. N. Ellendale ND 58436	ACCT NO 112-336 APPROVED BY KB
INTEREST EXCH COLL SERVICE FEE TOTAL	4209 40

FROM : DAKOTA PLAINS CREDIT UNION

ASCENDING SHEET

2716

Range Per Bu.

63.50 Wheat
33.00 Oats
55.00 Rye
60.00 Soybeans
5x.00 Corn

WHEETCO
PO BOX 610
GROTON, SD
57445
397-9111

Name: JOEL DURHEIM

Grain Type: BD SUNFLOWERS Check off: (Y/N) [ ] Apply to Contract #

Ticket or Retr. No./DATE	Gross Weight	Tare Weight	Net Weight	Dock	Moist 0.00%	Net LB /Bu	Net Price	Gross Dollars	Other Deduct Amt	Total
9724 7/23/99 31TW	77,940	29,020	48,920	2,935.20	0.00	45,984.80	0.07250	3,543.02	0.00	3,543.02
9731 7/24/99 31TW	76,600	28,860	47,740	2,387.00	0.00	45,353.00		3,514.06	0.00	3,514.06
9752 7/28/99 30TW	75,760	28,620	47,140	2,357.00	0.00	44,783.00		3,470.58	0.00	3,470.58
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
TOTALS	230,300.00	86,500.00	143,800.00	7,679.20	0.00	136,120.80		10,549.26	0.00	10,549.26

SCALE TICKET 9731,9752 BOOKED AT 2:1

LOP # 1714

TOTAL AMOUNT DUE $ 10,549.26

2000

LESS: Deductions
Chargoff SUNFLOWER CHECKOFF $ [illegible]
Misc. $ [illegible]

NET AMOUNT DUE $ 10,549.26

PD. CK. NO. ____ AMOUNT ____

PD. CK. NO. ____ AMOUNT ____

CONTRACT SETTLEMENTS

Contract #

Beginning Contract Amount (in Lbs. or Bu.) 0.00 #/Bu.
Total Settled Amount 136,120.80 #/Bu.

Left to be Settled 36,120.80 #/Bu.

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

Page 1

Postit Fax Note 7671 | Date 3/20 | pages 1
To Joel Durheim | From Michelle
Co./Dept. | Co. Wheetco
Phone # | Phone #

14

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Joe Cameron, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheeteo Inc located at Groton, SD

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
11394	8-14-00	Red millet	20,580	.07	
11394	8-15-00	"	22,540	.07	
11405	8-16-00	"	19280	.07	
11399	8-16-00	"	21360	"	
11488	8-17-00	"	9950	"	
11413	8-15-00	"	15400	"	

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AUG 27 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

the amount that that wasn't paid for.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Joe Cameron
Signature of Claimant

8-24-01
Date

RR1 Box 76A
Street/PO Box

Pierpont SD 57468
City/State/Zip

605-325-3461
Telephone

Subscribed and sworn to me this 24th day of August, 2001

Notary Pam Dylla

County of: Day

State of: South Dakota

PAM DYLLA
Day County, S.D.
My Commission Expires July 29 2003

Commission Expires: July 29 2003

CERTIFICATE OF GRAIN WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS

TARE

30,540

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

11384 DATE 8/14/00

NAME Joe Carneron

ADDRESS

TRUCKER Joe

LOAD OF Red Millet

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

CERTIFICATE OF GRAIN WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS

TARE

32,510

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

11394 DATE 8/15/00

NAME Joe Carneron

ADDRESS

TRUCKER

LOAD OF Red Millet

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GROSS WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS

TARE

19080

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11405 DATE 8/16/00

NAME Joe Conerson

ADDRESS

TRUCKER Conerson

LOAD OF Red Hillet

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GROSS WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES O

GROSS

TARE

21360

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11399 DATE 8/16/00

NAME Joe Conerson

ADDRESS

TRUCKER Conerson

LOAD OF Red Hillet

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS

TARE

18900

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11413 DATE 8/18/00

NAME Joe Cameron

ADDRESS:

TRUCKER: Cameron

LOAD OF White millet

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS

TARE

9980

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11408 DATE 8/17/00

NAME Joe Cameron

ADDRESS:

TRUCKER: Cameron

LOAD OF Red Millet

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

IV

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, [illegible], the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheeted located at Groton SD

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
11010	4/12/00	stripe sunflowers	36,255 lbs	[illegible]	N/A
11032	4/17/00	stripe sunflowers	12,824 lbs	[illegible]	N/A
11031	4/17/00	oil sunflowers	14,162 lbs	[illegible]	N/A
11037	4/18/00	oil sunflowers	32,660 lbs	[illegible]	N/A
11033	4/19/00	oil sunflowers	23,724 lbs	[illegible]	N/A
11041	4/19/00	oil sunflowers	12,554 lbs	[illegible]	N/A

Explanation of Claim:

I sold two loads of stripe sunflowers and four loads of oil sunflowers to Wheeted. I never received payment for these loads. The total amount owed to me is $9,269

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

[illegible]
Signature of Claimant

5-23-01
Date

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AUG 24 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

10515 462nd Ave
Street/PO Box

Hecla SD 57446
City/State/Zip

605-494-2269
Telephone

Subscribed and sworn to me this [illegible] day of [illegible], 20[illegible]

MARY FREUDENTHAL
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

Notary [illegible]

County of: [illegible]

State of: SD

Commission Expires: [illegible]

WED 12:22 FAX

ASSEMBLY SHEET

3062

4/30

SHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: OWEN ELSEN

Grain Type: BO SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
11031 4/17/00 26TW	59,560	42,700	16,860	16.00%	2,697.60	0	14,162.40	$0.0725	$1,026
11037 4/18/00 25TW	53,040	26,680	26,360	14.00%	3,690.40	0	22,669.60		$1,643
11038 4/19/00 25TW	53,700	26,740	26,960	12.00%	3,235.20	0	23,724.80		$1,720
11041 4/19/00 26TW	41,180	26,880	14,300	12.00%	1,716.00	0	12,584.00		$912
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
Totals	207,480	123,000	84,480		11,339.20	0	73,140.80		$5,302

TOTAL AMOUNT DUE $5,302.

LESS: Deductions
Checkoff SUNFLOWER CHECKOFF $21
Misc.

NET AMOUNT DUE $5,280.

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT
SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	73,140.80 # / BU
Left to be Settled	-73140.8 # / BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

Page 1

Post-it® Fax Note 7671 Date 6/30 # of pages

To Donna	From Michelle
Co./Dept. FSA	Co. Wheetco
Phone #	Phone #
Fax #	Fax #

ETCO
BOX 668
ROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3063

4/30

Name: ELSEN, OWEN

Grain Type: STRIPE SUNFLOWERS Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
11010 4/12/00 23TW	69,120	28,800	40,320	10.00%	4,032.00	0	36,288.00	$0.0800	$2,903
11032 4/17/00 24TW	42,700	28,760	13,940	8.00%	1,115.20	0	12,824.80		$1,025
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
Totals	111,820	57,560	54,260		5,147.20	0	49,112.80		$3,929.

TOTAL AMOUNT DUE $3,929.0

LESS: Deductions
Checkoff
Misc.

Elliott was @ 39/16 - excessive dockage 2.00%

NET AMOUNT DUE $3,929.0

PD. CK. NO _____ AMOUNT _____

PD. CK. NO _____ AMOUNT _____

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0	# / BU
Total Settled Amount	49,112.80	# / BU
Left to be Settled	-49112.8	# / BU

SIGNATURE

Larry Wheeting, Owner of Wheetco, Date

Page 1

Post-it® Fax Note 7671	Date 7/10	# of pages ▶ 2
To Oneal	From Michelle	
Co./Dept. FSA	Co. Wheetco	
Phone #	Phone #	
Fax #	Fax #	

07/10/00 MON 15:15 [TX/RX NO 7384] 001

WHEETCO Inc.
605/397-8111
P.O. Box 668 Groton, SD 57445
FAX # 605/397-8361

July 6, 2000

Owen Elsen
10375 400th Ave.
Hecla, SD
57446

Dear Friends:

Greetings from Wheetco! Hope this finds your summer being as enjoyable as ours has been. The right combination of moisture and warm days has us confident that our upcoming harvest will be record breaking. We are anxiously awaiting our busy time.

This letter is for informational purposes that we, at Wheetco, can make you, our customers and producers, aware of anticipated financial changes in the near future. As you may or may not know, 3 years ago this November, we acquired through a subsidiary partnership, two additional locations. While this had many good points, including use of a scale, elevator, rental warehouse space, it also increased our available capacity to handle product, but at the same time, our current lending institution did not make an adequate line of credit available to us.

Since the beginning of this year, we have commenced to pay off in full our existing financial institution. With this accomplished and with our financial restructure in progress, we are ready to put our new game plan in action. At this time, we would like to acknowledge our outstanding grain payable to you. We are anticipating an audit that will verify our balance with you and therefore expedite payment to you as soon as funding is in place. Currently, our balance per our books with you is $ 9209.79 . If you feel this is incorrect or for any reason would like more information , we encourage you to call us at your earliest convenience, that we may accommodate you as best we can. You may talk to myself, or ask for Kris Cutler. Both of us will help to answer any question or concerns you may have.

Thank you for your time and consideration. We look forward to future business with all of you.

Sincerely,

Larry Wheeting, President
Wheetco, Inc.

IW

GILLETTE, BATTEY & GILLETTE

Lawyers
P.O. Box 60
701 Main Street
Redfield, South Dakota 57469

ATTORNEYS
Russell H. Batte
Paul J. Gillette
James I. Hare

OF COUNSEL
Galen G. Gillett

Telephone (605) 472-1210
Fax Number (605) 472-1280
E-Mail: gbgoffice@basec.net

August 27, 2001

Mr. Bob Knadle
Director, Transportation/Warehouse Division
Public Utilities Commission
State Capitol Building
500 E. Capitol Avenue
Pierre, SD 57501-5070

Re: Bottum Brothers v. Wheetco, Inc.

Dear Mr. Knadle:

Enclosed is Proof of Claim for Cash Grain. If you have any questions, please do not hesitate to contact me.

Sincerely,

GILLETTE, BATTEY & GILLETTE

Paul J. Gillette

PJG:rj

Enclosure

RECEIVED
AUG 2 8 2001
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

Pat Bottum of Bottum Brothers, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheetco, Inc. located at Groton, South Dakota

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)

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AUG 2 8 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

Wheetco, Inc. owes Bottum Brothers 18755 275th Ave Tulare SD 57476 $14,656.91. Bottum Brothers sold grain to Wheetco but did not get paid. See letter dated July 5, 2000 from Larry Wheeting President of Wheetco

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Bottum Bros. by Pat Bottum
Signature of Claimant

Aug. 27, 2001
Date

18755 275th Ave
Street/PO Box

Tulare SD 57476
City/State/Zip

Telephone

Subscribed and sworn to me this 27th day of August, 2001

Notary Paul J. Gillette

County of: Spink

State of: South Dakota

Commission Expires: 8-30-2004

WHEETCO Inc.
605/397-8111
P.O. Box 668 Groton, SD 57445
FAX # 605/397-8361

July 6, 2000

Bottom Brothers
18755 375th Ave.
Tulare, SD
57476

Dear Friends:

Greetings from Wheetco! Hope this finds your summer being as enjoyable as ours has been. The right combination of moisture and warm days has us confident that our upcoming harvest will be record breaking. We are anxiously awaiting our busy time.

This letter is for informational purposes that we, at Wheetco, can make you, our customers and producers, aware of anticipated financial changes in the near future. As you may or may not know, 3 years ago this November, we acquired through a subsidiary partnership, two additional locations. While this had many good points, including use of a scale, elevator, rental warehouse space, it also increased our available capacity to handle product, but at the same time, our current lending institution did not make an adequate line of credit available to us.

Since the beginning of this year, we have commenced to pay off in full our existing financial institution. With this accomplished and with our financial restructure in progress, we are ready to put our new game plan in action. At this time, we would like to acknowledge our outstanding grain payable to you. We are anticipating an audit that will verify our balance with you and therefore expedite payment to you as soon as funding is in place. Currently, our balance per our books with you is $14,056.91. If you feel this is incorrect or for any reason would like more information, we encourage you to call us at your earliest convenience, that we may accommodate you as best we can. You may talk to myself, or ask for Kris Cutler. Both of us will help to answer any question or concerns you may have.

Thank you for your time and consideration. We look forward to future business with all of you.

Sincerely,

Larry Wheeting, President
Wheetco, Inc.

IX

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, KH Inc, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheat Inc located at [illegible]

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	

RECEIVED
AUG 22 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

[illegible]

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

[illegible]
Signature of Claimant

[illegible]
Date

[illegible]
Street/PO Box

[illegible]
City/State/Zip

[illegible]
Telephone

Subscribed and sworn to me this [illegible] day of [illegible], 20[illegible].

Notary [illegible]

County of: [illegible]

State of: [illegible]

Commission Expires: [illegible]

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-811

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: H (SCHURR)

Grain Type: O SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # / Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10333 10/22/99 26TW	71,020	27,740	43,280	46.00%	20,184.80	0	23,695.20	$0.0700	$1,658.6
10345 10/23/99 25TW	79,200	27,720	51,480	30.00%	15,444.00	0	36,036.00		$2,522.5
10357 10/23/99 26TW	70,780	27,560	43,220	18.00%	9,399.60	0	33,820.40		$2,367.4
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
Totals	230,600	83,020	147,580		45,028.40	0	102,551.60		$7,178.6

TOTAL AMOUNT DUE $7,178.6

LESS Deductions $30.7

Storage

Trucking

NET AMOUNT DUE $7,147.9

SUNFLOWER CHECKOFF

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	102,551.60 #/BU
Left to be Settled	-102551.6 #/BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: [illegible] H INC [illegible]

Grain Type: OIL SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10424 11/02/99 27TW	77,220	27,760	49,460	10.00%	4,946.00	0	44,514.00	$0.0700	$3,115.5
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
Totals	77,220	27,760	49,460		4,946.00	0	44,514.00		$3,115.5

TOTAL AMOUNT DUE $3,115.5

LESS: Deductions

Misc. Checkoff SUNFLOWER CHECKOFF $13.3

Misc.

NET AMOUNT DUE $3,102.2

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract #

Beginning Contract Amount (Lbs/Bu) 0 # / BU

Total Settled Amount 44,514.00 # / BU

Left to be Settled -44514 # / BU

SIGNATURE

Any Advertising, Claims or Warranties Made

1Y

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, KEVIN LONG, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named WHEETCO, INC located at GROTON, SDAKOTA

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
27669	5-5-00	MILO	1005.36	2.23	N/A
25565	10-11-00	MILO	977.14	2.60	N/A

Explanation of Claim:

For [illegible] that they purchased from us delivered to [illegible] at Groton, SDakota

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Kevin Long
Signature of Claimant

8-29-01
Date

Box 278
Street/PO Box

Wilton SDakota 57532
City/State/Zip

1-605-879-2332
Telephone

RECEIVED
AUG [illegible]
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Subscribed and sworn to me this 2[illegible] day of [illegible], 20[illegible].

Notary [illegible]

County of: [illegible]

State of: So. [illegible]

CERTIFICATE OF GRADE, WEIGHT ...

086160 lb 03:55 PM 05/04/0

029300 lb 04:20 PM 05/04

56860

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11093 DATE 5/4/00

NAME: Witten Feed & Grain

ADDRESS:

TRUCKER: WF & G

LOAD OF Milo

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

balance due on this
load of milo $2264.23
price of 2.23 per bushel on
1015.35 bushels or 56860 lbs

CONTRACT NUMBER

WITTEN FEED & GRAIN CO.

PO Box 278
Witten SD 57584-0278
Phone (605) 879-2332

3405 ADVIC NUMBE

3 Copies Press Hard

TRUCK BILL OF LADING

FREIGHT BILL	DATE
PRO#	
SCALE TICKET #	
DESTINATION WEIGHT	
FREIGHT CHARGES	

STATION Witten Feed & Grain Co. DATE 5-4-00

DESTINATION Wheeler Inc ELEVATOR Groton, SD

LICENSE #	GRAIN	GRADE	
	Spr. Wht. ☐ Wtr. Wht. ☐	Milo	GROSS WT. 85640 TARE 29600 SHIPPING WT. 56040

TRUCK CHARGES TO BE PAID BY SHIPPER X RATE 90¢cwt

CARRIER IS TO BE FULLY RESPONSIBLE AND ABSOLUTELY LIABLE FOR ANY AND ALL LOSS OR DAMAGE TO ABOVE DESCRIBED CARGO REGARDLESS OF THE CIRCUMSTANCES OCCASIONING SUCH LOSS.
THE CARRIER ACKNOWLEDGES RECEIPT OF AND THE SHIPPER ACKNOWLEDGES DELIVERY TO THE CARRIER OF GRAIN OF THE KIND, GRADE AND QUANTITY DESCRIBED ABOVE WHICH CARRIER SHALL CARRY AND DELIVER TO THE DESTINATION PRESCRIBED ABOVE.

CARRIER Witten Feed & Grain Co SHIPPER Witten Feed & Grain Co.

DRIVER'S SIG. BB Brummer BY Kevin Long

White copy to be retained by owner. Yellow copy to be retained by trucker. Pink copy to be retained by buyer

SODAK PRINTERS, WINNER

ORIGINAL — Not Negotiable

UNITED STATES WAREHOUSE ACT - Grain Inspection and Weight Certificate
(Inspection Not Valid for Purposes of the United States Grain Standards Act)

WITTEN FEED & GRAIN CO.
WITTEN, SOUTH DAKOTA 57584

5-4-00 19

I hereby certify that I hold a license under the United States Warehouse Act, and the regulations for grain warehouses thereunder, to inspect, grade and weigh the kind of grain covered by this certificate, that on that date and at that place I inspected, graded and weighed the following lot or parcel of grain stored or to be stored in the

WITTEN FEED & GRAIN ELEVATOR, Witten, South Dakota 57584

a warehouse licensed under said Act and regulations, and the grade of said grain according to the official grain standards of the United States and the net weight thereof excluding dockage is as stated hereon.

SIGNATURE Kevin Long (LICENSED INSPECTOR AND WEIGHER) ☐ IN ☐ OUT

27669

Account Of Wheeler Inc

Driver's Name BLH3405 ON OFF

Tenant's Name

Run No Base Price TW Prot %

Kind of Grain Milo Grade U S No Moist %

	POUNDS
VEHICLE AND GRAIN	85640
VEHICLE	29600
GROSS GRAIN	56040
DOCKAGE	
NET GRAIN	

Dock % Dam %
F M % Sh /Bl %
Tot Del

	BUSHELS
GROSS	1000
DOCKAGE	
NET	

SUPPLEMENTAL INFORMATION — Not a part of Inspection and Weight Certificate. For Memorandum Use Only.

All grain delivered must be marked. ☐ Sold ☐ GB ☐ Stored ☐ Cont.

Grain will be stored unless otherwise designated. Grain marked to be stored may be sold by the undersigned at any time unless contracted

This is a MEMORANDUM. Non Negotiable, possession of which does not signify that settlement has been made.

☐ SOLD ☐ STORE

Check No $

STORAGE TICKET NO

ASSEMBLING SHEET NO

232.686 — Victor Lundeen Co. Printers, Fergus Falls, Minnesota

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 0841040 lb 05:47 PM 06/01/00

TARE 0293320 lb 06:02 PM 06/01/00

54720

4

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

11156 DATE 6/1/00

NAME: Wotton Elevator

ADDRESS: _____

TRUCKER: _____

LOAD OF Milo

MOIST _____

TEST WEIGHT _____

DOCKAGE _____

PRICE _____

_____

WEIGHER

Balance due on the load of milo is 2540 $7 per cwt. 360 per bushel on 977 bushel on 54720 lbs

WITTEN FEED & GRAIN CO.

PO Box 278
Witten SD 57584-0278
Phone (605) 879-2332

3469 ADVICE NUMBER

CONTRACT NUMBER

3 Copies Press Hard

TRUCK BILL OF LADING

Vogt Bros

FREIGHT BILL	DATE
PRO#	
SCALE TICKET #	
DESTINATION WEIGHT	
FREIGHT CHARGES	

STATION Witten Feed & Grain Co. DATE 6-1-2000

DESTINATION Gaston So Dak ELEVATOR Wheeler

LICENSE #	GRAIN	GRADE	
	Spr. Wht. ☐ Wtr. Wht. ☐	Milo	GROSS WT 83,600 TARE 29,600 SHIPPING WT 54,000

TRUCK CHARGES TO BE PAID BY SHIPPER [X] RATE

CARRIER IS TO BE FULLY RESPONSIBLE AND ABSOLUTELY LIABLE FOR ANY AND ALL LOSS OR DAMAGE TO ABOVE DESCRIBED CARGO REGARDLESS OF THE CIRCUMSTANCES OCCASIONING SUCH LOSS.
THE CARRIER ACKNOWLEDGES RECEIPT OF AND THE SHIPPER ACKNOWLEDGES DELIVERY TO THE CARRIER OF GRAIN OF THE KIND, GRADE AND QUANTITY DESCRIBED ABOVE WHICH CARRIER SHALL CARRY AND DELIVER TO THE DESTINATION PRESCRIBED ABOVE

CARRIER Witten Feed & Grain SHIPPER Witten Feed & Grain Co.

DRIVER'S SIG. Rob Brummerer BY Kevin Long

White copy to be retained by owner. Yellow copy to be retained by trucker. Pink copy to be retained by buyer

SOCAN PRINTERS WINNER

ORIGINAL - Not Negotiable
UNITED STATES WAREHOUSE ACT - Grain Inspection and Weight Certificate
Inspection Fees Valid for Purposes of the United States Grain Standards Act

WITTEN FEED & GRAIN CO.
WITTEN, SOUTH DAKOTA 57584

DATE 10-11-00

WITTEN FEED & GRAIN ELEVATOR, Witten, South Dakota 57584

SIGNATURE Kevin Long
THE ENGLISH INSPECTOR AND GRADER

☐ IN HOUT

28565

Account Of Wheeler Inc

Driver's Name BLK 3469

Tenant's Name

Bin No. Base Price TW Dot

Kind of Grain Milo Grade U.S. No. Mast

	POUNDS		BUSHELS
VEHICLE AND GRAIN	84040	Dark % Dam	
VEHICLE	29320	FM % Sh Br	
GROSS GRAIN	54720	Total Def	
DOCKAGE		GROSS	977 14
NET GRAIN		DOCKAGE	
		NET	

SUPPLEMENTAL INFORMATION - Not a part of Inspection and Weight Certificate. For Memorandum Use Only

All grain delivered must be marked. ☐ Sold ☐ GB ☐ Stored ☐ Cont.

Grain marked sold will be priced at market close unless contracted

Check No. $

Storage Ticket No.

Assembling Sheet No.

☐ SOLD ☐ STORE

Form 2221 Fed - 301 187 - Witten Lindsay Co. Printers Fargo Falls Minnesota Phone 1-800-346-4870

12

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Clarence Wagner, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheetco Inc. located at Groton S.D.

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
4949	9-14-99	SUNFlowers	46493 #	.08300	N/A
9952	9-14-99	SUNFlowers	39121 #	.08300	N/A
9958	9-15-99	SUNFlowers	39423.60 #	.08300	N/A
9960	9-15-99	SUNFlowers	43300.80	.08300	N/A
10044	9-27-99	SUNFlowers	44505.60 #	.08000	N/A
10045	9-27-99	SUNFlowers	45505 #	.08000	N/A

Explanation of Claim:

Sunflowers hauled to Wheetco and have not been paid for them

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Clarence Wagner Mabel Wagner
Signature of Claimant

9-8-01
Date

P.O. Box 61
Street/PO Box

Miller S.D. 57362
City/State/Zip

605-853-233
Telephone

RECEIVED
SEP 12 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Subscribed and sworn to me this 7 day of September, 20[illegible]

Notary [illegible]

County of: Hand

State of: South Dakota

05/11/2001 08:15 6059978451 SHEETOO INC PAGE 01

ASSEMBLING SHEET

2845

Pounds Per Std. Bu.

60.00 Wheat
32.00 Oats
56.00 Rye
60.00 Soybeans
56.00 Corn

WHEETCO
PO BOX 668
GROTON, SD
57445
397-8111

Name: CLARENCE & MABLE WAGNER
98 CROP

Grain Type: BO SUNFLOWERS Check off: Yes Apply to Contract #

Ticket or Rcfr. No./DATE	Gross Weight	Tare Weight	Net Weight	Dock 5.00%	Moist 0.00%	Net Bu	Net Price	Gross Dollar	Other Deduct	Total Due
9949 9/14/99 30TW	77,280	29,340	48,940	2,447.00	0.00	46,493.00	0.08300	3,858.92	0.00	3,858.92
9952 9/14/99 29TW	69,580	28,400	41,180	2,059.00	0.00	39,121.00		3,247.04	0.00	3,247.04
9958 9/15/99 27TW	71,980	30,040	41,940	2,516.40	0.00	39,423.60		3,272.16	0.00	3,272.16
9960 9/15/99 29TW	74,620	28,050	46,560	3,259.20	0.00	43,300.80		3,593.97	0.00	3,593.97
10044 9/27/99 28TW	74,420	28,060	46,350	1,854.40	0.00	44,505.60	0.08000	3,560.45	0.00	3,560.45
10045 9/27/99 29TW	76,500	28,600	47,900	2,395.00	0.00	45,505.00		3,640.40	0.00	3,640.40
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
TOTALS	444,380.00	171,500.00	272,880.00	14,531.00	0.00	259,349.00		21,172.94	0.00	21,172.94

SCALE TICKET #9958 DOCKED AT 6%; #9960 AT 7%, #10044 AT 4%

TOTAL AMOUNT DUE $ 21,172.939

LESS: Deductions
Checkoff SUNFLOWER CHECKOFF $ (77.50)
Misc. $

NET AMOUNT DUE $ 21,095.439

P.O. CK. NO.____ AMOUNT _____

P.O. CK. NO.____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract #

Beginning Contract Amount (in Lbs. or Bu.) 0.00 #/Bu.
Total Settled Amount 259,349.00 #/Bu.

Left to be Settled -259,349.00 #/Bu.

SIGNATURE

1AA

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Mark N. Saunders, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheetco Inc. located at Groton, S.D. 57445.

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

Scale Ticket No.	Date	Kind of Grain	~~Bushels~~ lbs	Price	Lien Holder (print N/A if no liens)
11220	6/3/00	Stripped Leaf Sunflowers	36,760	0.0675	

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION
SEP 19 2001
RECEIVED

Explanation of Claim:

I raised a crop of confectionary sunflowers. About 120 Acres and with all the moisture there was sclerotinea (SP) and considering everything I was happy to find a buyer. That is why the price is way less than half of what it should be. Tewksbury farms did the trucking of four semi loads and it was the last load that I never received payment on. $2,262.50 is the amount

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Mark N. Saunders
Signature of Claimant

9/17/01
Date

14395 Hwy 11
Street/PO Box

Cayuga, N.D. 58013
City/State/Zip

701-724-3945
Telephone

Subscribed and sworn to me this 17th day of September 20 01

Notary Kris Nerison

KRIS NERISON
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires MAR. 30, 2004

County of:

State of:

Commission Expires:

ASSEMBLY SHEET

WHEETCO
PO BOX 668
'OTON, SD
5744 5
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: MARK SAUNDER

Grain Type: STRIPE SUNFLOWERS Check Off (NO) Apply to Contract #

Scale or Ref # / Date/Test Wgh	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
11173 6/08/00 24T W	70.620	29.720	40.900	18.00%	7,362.00	0	33 538.00	$0.0675	$2,263.82
1200 6/21/00 24T W	85 680	33 340	52.740	18.00%	9 356 20	0	43 383 80		$2 927.16
211 6/23/00 23T W	68.200	29 240	39.960	15.00%	5 994.00	0	33 966.00		$2 292.71
220 6/30/00 24T W	85 980	29 220	56 760	14.00%	7 946.40	0	51 813.60		$3 496.42
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	291 480	121 120	170 360		25 358.60	0	145 001.40		$9 787.59

TOTAL AMOUNT DUE $9 787.595

LESS: Deductions
Checkoff
Misc.

NET AMOUNT DUE $9 787.595

3037 $3000.00
PD. CK. NO. 3038 AMOUNT $2262.53
3039 $2262.53
PD. CK. NO. 3040 AMOUNT $2262.54

Bad check for last payment of 2,262.54

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	145,001.40 #/BU
Left to be Settled	-145001.4 #/BU

SIGNATURE _____
Larry Wheeting, Owner of Wheetco. Date

SARGENT COUNTY BANK, Forman, ND 58032

WE CHARGE YOUR ACCOUNT AND HOLD / RET... THE FOLLOWING ITEMS ENDORSED BY YOU

DATE 8/14/00

REASON FOR RETURN	KEY	DRAWN BY	DRAWN ON	AMOUNT
1. INSUFFICIENT FUNDS 2. PAYMENT STOPPED 3. ACCOUNT CLOSED 4. SIGNATURE IRREGULAR 5. ENDORSEMENT 6. DATED AHEAD 7. AMOUNTS DIFFER 8. NO ACCOUNT 9.	1	[illegible] Prairie Seed	Not [illegible]	5363 50

DO NOT FAIL TO M... ...TRY IN YOUR CHECKBOOK

...AL 5363 50

APPROVED BY

[illegible]
[illegible]
[illegible] 4771

291306137 82640 29 0000226253

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN ... THE SCALES OF

GROSS 083880 15
TARE

028220 15

[illegible]

WHEETCO INC.
Box 668 • Groton, South Dakot... 45

11220 DATE 6/30/0...

NAME: Mark Sauna...

ADDRESS:

TRUCKER: Tewksbury ...

LOAD OF: Stripe ...

DIST

TEST WEIGHT 24TW

DOCKAGE 14%

PRICE

WEIGHER

1AB

LAW OFFICES
MORRILL THOMAS NOONEY & BRAUN, LLP
625 NINTH STREET - 8TH FLOOR
P.O. BOX 8108
RAPID CITY, SOUTH DAKOTA 57709-8108
TELEPHONE (605) 348-7516
FAX (605) 348-5852

TIMOTHY L. THOMAS*
JOHN K. NOONEY*
LONNIE R. BRAUN
KURT E. SOLAY
PENNY TIEKE PLATNICK‡
GREGORY J. BERNARD
*ALSO LICENSED IN WYOMING
‡ALSO LICENSED IN MINNESOTA

OF COUNSEL
DAVID E. MORRILL

August 20, 2001

[e-mail: tlthomas@mtnlaw.com]

VIA FEDERAL EXPRESS

RECEIVED
AUG 22 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Bob Knadle
Director, Transportation/Warehouse Division
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501-5070

Re: Our client: Clem Handcock
Our File: 00T195

Dear Mr. Knadle:

Enclosed is an original Proof of Claim for Cash Grain signed by my client, Clem Handcock, and filed pursuant to your letter of August 7, 2001 as a claim against all applicable grain dealer bonds of Wheetco, Inc. Please keep me informed as this matter progresses.

Sincerely yours,

Timothy L. Thomas

TLT:hae

cc: Clem Handcock w/enc.
Forcon International w/enc.

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Clem Handcock, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheetco, Inc. located at Groton, SD

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
*21256	6-26-00	Millet	49,680 lbs	$6.15 cwt	N/A
*21343	7-6-00	Millet	50,970 lbs	$6.15 cwt	N/A
*22311	2-1-01	Millet	50,020 lbs	$8.50 cwt	N/A
*22312	2-6-01	Millet	50,260 lbs	$8.50 cwt	N/A
11879	3-2-01	Millet	55,340 lbs	$9.00 cwt	N/A
11882	3-5-01	Millet	49,560 lbs	$9.00 cwt	N/A
11894	3-8-01	Millet	50,940 lbs	$9.00 cwt	N/A

RECEIVED
AUG 22 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

The amounts owing on the above delivered loads totals $28,739.37 to which total is added freight on 15,840 lbs @.50 cwt ($779.20) plus contract storage charges of $1744.11 minus an offset for 2706.42 bushels of corn @ $1.63 bu ($4411.46) for a total claim of $26,851.22 plus interest thereon at the statutory rate of 15% from the day of delivery to the day of payment.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Clem Handcock
Signature of Claimant

8-17-01
Date

HCR2 Box1
Street/PO Box

Longvalley, SD 57547
City/State/Zip

605-462-6254
Telephone

Subscribed and sworn to me this 17 day of August, 20 01

Notary Kathy Lee (Jones)

County of: Jackson

State of: South Dakota

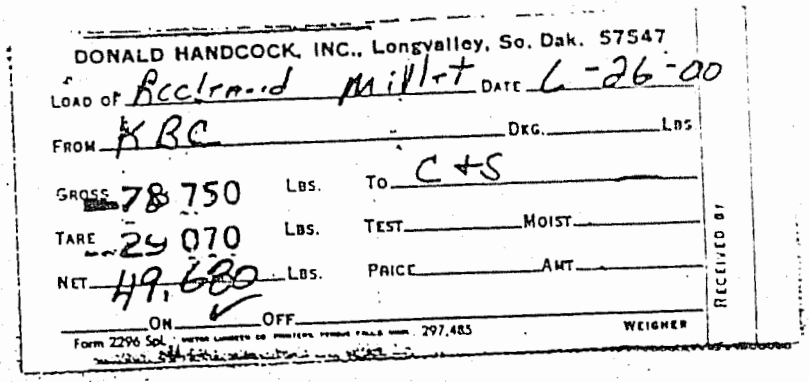
Commission Expires: 6-7-04

*bill of lading number

Seller: Clem Handcock
HCR 2 Box 1
Longvalley, SD 57547
(605) 462-6254

Buyer: Wheetco, Inc.
210 6th St. N
Box 668
Groton, SD 57445
(605) 397-8111

Date	Ticket #	Description	Rate: $6.15 per hundred	Total
6/26/2000	21256	Millet	49,680#	$3,055.32
7/6/2000	21343	Millet	50,970#	$3,134.47
			Total Due	**$6,189.79**



DONALD HANDCOCK, INC., Longvalley, So. Dak. 57547

LOAD OF Reclaimed millrt DATE 6-26-00

FROM KBC DKG. LBS

GROSS 78 750 LBS. TO C+S

TARE 29 070 LBS. TEST MOIST

NET 49,680 LBS. PRICE AMT

ON OFF

Form 2296 Sol. 297,485 WEIGHER

RECEIVED BY

100,650 # at 6.15

$6189.79

BILL OF LADING

№ 21256

WHEETCO

Wheetco, Inc.
300 East Railroad Avenue
Box 668
Groton, SD 57445
605-397-8111/FAX 605-397-8361

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

FROM: WHEETCO, INC. AT: Groton SD DATE: 6-26-00

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, on its own road or to own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions to prohibited by law, whether printed or written herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee - For purposes of notification only.)

Consigned to KBC Destination

1790 32nd Ave. South

Fargo, ND 58103

Phone No. 701-280-0061

Delivering Carrier Clem Handcock Trailer No.: 54639 License No. 42583

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	WEIGHT	Class of Rate	Check Column
	Bulk Recleaned White Millet	49,680		
	DONALD HANDCOCK, INC., Longvalley, So. Dak. 57547 LOAD OF Recleaned millet DATE 6-26-00 FROM Clem Handcock LBS. GROSS 78 750 LBS. TO Wheetco TARE 29 070 LBS. TEST MOIST NET 49,680 LBS. PRICE AMT ON ✓ OFF Form 2[illegible] Sal. 297,405 WEIGHER RECEIVED BY			
	TO Deliver 6-27-00 A.M.			

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To Be Prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____

(The signature here acknowledges only the amount prepaid.)

Charges Advanced

$ _____

Shipper's imprint in lieu of stamp not a part of a bill of lading approved by the Interstate Commerce Commission

Contract Application/Notes

Contr# 71045

PU # or Release #: Rel#693 Pallet IN ____ OUT ____

Pallets only ☐ Pallets & Shrink ☐ Floor Load ☐

Special Instructions: Delivery carrier must call 24 hours in advance for delivery appointment

CARRIER TO BE FULLY RESPONSIBLE AND ABSOLUTELY LIABLE FOR ANY LOSS OR DAMAGE TO THIS DESCRIBED CARGO REGARDLESS OF THE CIRCUMSTANCES OCCASIONING SUCH LOSS

The carrier acknowledges receipt of and the shipper acknowledges delivery to the carrier of grain of the kind, grade and quantity described above which carrier shall carry and deliver to the destination prescribed above within three days from the date of loading at origin, unless otherwise specified.

Driver Clem Handcock

Wheetco, Inc., Shipper, per _____ Agent per _____

300 East Railroad Avenue Groton SD 57445

White - Mail Copy Yellow - Wheetco Copy Pink - Destination Copy Goldenrod - Trucker Copy

Wheetco, Inc.
300 East Railroad Avenue
Box 668
Groton, SD 57445
605-397-8111/FAX 605-397-8361

BILL OF LADING
21256

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

FROM: WHEETCO, INC. AT: _____ DATE: 6-26

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions to prohibited by law, whether printed or written herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee - For purpose of notification only.)

Consigned to KBC

Destination

1790 32nd Ave. South

Fargo, ND 58103

Phone No. 701-280-0061

Delivering Carrier _____ Trailer No.: 34639 License No. 42 583

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	WEIGHT	Class of Rate	Check Column
		49,680		

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges

_____
(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To Be Prepaid."

Received $_____ to apply in prepayment of the charges on the property described hereon.

_____
Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced

$ _____

Shipper's imprint in lieu of stamp not a part of a bill of lading approved by the Interstate Commerce Commission

Contract Application/Notes

PU # or Release #: _____ Pallet IN _____ OUT _____

Pallets only ☐ Pallets & Shrink ☐ Floor Load ☐

Special Instructions: Delivery carrier must call 24 hours in advance for delivery appointment

CARRIER TO BE FULLY RESPONSIBLE AND ABSOLUTELY LIABLE FOR ANY LOSS OR DAMAGE TO THIS DESCRIBED CARGO REGARDLESS OF THE CIRCUMSTANCES OCCASIONING SUCH LOSS

The carrier acknowledges receipt of and the shipper acknowledges delivery to the carrier of grain of the kind, grade and quantity described above, which carrier shall carry and deliver to the destination prescribed above within three days from the date of loading at origin, unless otherwise specified.

Driver _____

Wheetco, Inc., Shipper, per _____ Agent per _____

DONALD HANDCOCK, INC., Longvalley, So. Dak. 57547

LOAD OF Acclimated Millet DATE 6-5-00

FROM Clyde Handcock DKG. LBS.

GR 79 600 LBS. TO Wheeler

TARE 28 630 LBS. TEST MOIST

NET 50 970 LBS. PRICE AMT.

ON ✓ OFF

Form 2296 Spl. 297,485 WEIGHER

RECEIVED BY

WHEETCO

Wheetco, Inc.
300 East Railroad Avenue
Box 668
Groton, SD 57445
605-397-8111/FAX 605-397-8361

BILL OF LADING
No 21343

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

FROM: WHEETCO, INC. AT: Groton, SD DATE: 7-6-00

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, on its own said or its own water line otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions to prohibited by law whether printed or written herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee - For purposes of notification only.)

Consigned to KBC Destination C & S Products

1790 32nd Ave. South

Fargo, ND 58103 Fort Dodge, IA

Phone No. 701-280-0061

Delivering Carrier Handcock Trailer No.: 54639 License No. 42583

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	WEIGHT	Class or Rate	Check Column
	Bulk Reclaimed Winter Millet	50,970		

DONALD HANDCOCK, INC., Longvalley, So. Dak. 57547

Load of Reclaimed Millet Date 7-5-00

From Clem Handcock Dkg. Lbs.

Gross 79 600 Lbs. To Wheetco

Tare 28 630 Lbs. Test Moist

Net 50 970 Lbs. Price Amt

On ✓ Off

2296 bu. 297,485 Weighed

RECEIVED BY

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To Be Prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced

$ _____

Shipper's imprint in lieu of stamp not a part of a bill of lading approved by the Interstate Commerce Commission

To Deliver 7-6-00

Contract Application Notes

Contr.# 71045

PU # or Release #: Red 705 Pallet IN ____ OUT ____

Pallets only ☐ Pallets & Shrink ☐ Floor Load ☐

Special Instructions: Delivery carrier must call 24 hours in advance for delivery appointment

CARRIER TO BE FULLY RESPONSIBLE AND ABSOLUTELY LIABLE FOR ANY LOSS OR DAMAGE TO THIS DESCRIBED CARGO REGARDLESS OF THE CIRCUMSTANCES OCCASIONING SUCH LOSS

The carrier acknowledges receipt of and the shipper acknowledges delivery to the carrier of grain of the kind, grade and quantity described above, which carrier shall carry and deliver to the destination prescribed above within three days from the date of loading at origin, unless otherwise specified.

Driver Clem Handcock

Wheetco, Inc., Shipper, per _____ Agent per _____

300 East Railroad Avenue Groton SD 57445

WHEETCO

Wheetco, Inc.
300 East Railroad Avenue
Box 668
Groton, SD 57445
605-397-8111/FAX 605-397-8361

BILL OF LADING

21343

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

FROM: WHEETCO, INC. AT: _____ DATE: 7-1-

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions to prohibited by law, whether printed or written herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

(Mail or street address of consignee - For purposes of notification only.)

Consigned to KBC Destination

1790 32nd Ave. South

Fargo, ND 58103

Phone No. 701-280-0061

Delivering Carrier Hamlook Trailer No.: 54637 License No. 42583

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	WEIGHT	Class or Rate	Check Column
		50,770		

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges

_____
(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To Be Prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

_____
Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced

$ _____

Shipper's imprint in lieu of stamp not a part of a bill of lading approved by the Interstate Commerce Commission

Contract Application Notes

PU # or Release #: Pallet IN _____ OUT _____

Pallets only ☐ Pallets & Shrink ☐ Floor Load ☐

Special Instructions: Delivery carrier must call 24 hours in advance for delivery appointment

CARRIER TO BE FULLY RESPONSIBLE AND ABSOLUTELY LIABLE FOR ANY LOSS OR DAMAGE TO THIS DESCRIBED CARGO REGARDLESS OF THE CIRCUMSTANCES OCCASIONING SUCH LOSS

The carrier acknowledges receipt of and the shipper acknowledges delivery to the carrier of grain of the kind, grade and quantity described above, which carrier shall carry and deliver to destination prescribed above within three days from the date of loading at origin, unless otherwise specified

Driver _____

Wheetco, Inc., Shipper, per _____ Agent per _____

300 East Railroad Avenue Groton SD 57445

Seller: Clem Handcock
HCR 2 Box 1
Longvalley, SD 57547
(605) 462-6254

Buyer: Wheelco, Inc.
210 6th St N
Box 638
Groton, SD 57445
(605) 397-8111

RECEIVED
MAY

Date	Ticket #	Description	Rate: $.10 per hundred	
12/19/2000	21268	Storage	51,2000#	$51.20
1/7/2001	22390		49,890#	99.78
1/10/2001	22391		50,730#	101.46
1/18/2001	22392		50,880#	101.76
1/23/2001	22310		50,230#	100.46
1/31/2001	22311		50,020#	100.04
2/6/2001	22312		50,260#	150.78
2/11/2001	22313		50,310#	150.93
2/15/2001	11857		53,740#	161.22
			Total Storage contract #12091	$1,017.63
12/19/2000	21573		51,470#	$51.47
12/23/2000	21574		50,850#	50.85
3/8/2001	11894		50,940#	203.76
3/5/2001	11882		49,560#	198.24
3/2/2001	11879		55,340#	222.16
			Total Storage contract#12103	$726.48

Payment Due for millet:

Contract:#12091

Date	Ticket #	Description	Rate: $8.50 per hundred	Total
1/31/2001	22311	Millet	50,020#	$4,251.70
2/6/2001	22312	Millet	50,260#	$4,272.10
				$8,523.80

Contract:#12103

			Rate:$9.00 per hundred	
3/8/2001	11894	Millet	50,940#	$4,584.60
3/5/2001	11882	Millet	49,560#	$4,460.40
3/2/2001	11879	Millet	55,340#	$4,980.60
Freight on these 3 loads to Groton			$.50 per hundred	$779.20
				$14,804.80

Contract #12103	$14,804.80
Contract #12091	$8,523.80
Storage	$1,744.11
Total	$25,072.71
Less 2706.42 bu. of corn at $1.63	($4,411.48)
Total Due	**$20,661.23**

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 073160 lb 10:47 AM 03/05/01
TARE 023160 lb 09:21 AM 03/05/01

50,000

892.85
Bu.

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11885 DATE 3/5/01

NAME: Clem Handcock

ADDRESS:

TRUCKER: Handcock

LOAD OF CORN

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 082180 lb 03:06 PM 03/02/01
TARE 031380 lb 01:35 PM 03/02/01

50,800

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11880 DATE 3/2/01

NAME: Clem Handcock

ADDRESS:

TRUCKER:

LOAD OF Corn

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

085720 lb 12:42 PM 03/02/01

GROSS
TARE 031380 lb 01:34 PM 03/02/01

55,340

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11879 DATE 3/2/01

NAME: Clem Handcock

ADDRESS: _____

TRUCKER: _____

LOAD OF White Proso Millet

MOIST _____

TEST WEIGHT _____

DOCKAGE _____

PRICE _____

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 078720 lb 07:51 AM 03/05/01
TARE

029160 lb 09:21 AM 03/05/01

49560

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11882 DATE _____

NAME: Clem Handcock

ADDRESS: _____

TRUCKER: Clem

LOAD OF White Proso Millet

MOIST _____

TEST WEIGHT _____

DOCKAGE _____

PRICE _____

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

073880 lb 04:56 PM 03/08/01

GROSS

TARE 023120 lb 03:21 PM 03/08/01

50.760

906.43

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

11895 DATE 3/8/01

NAME: Clem Handcock

ADDRESS:

TRUCKER: Handcock

LOAD OF Corn

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

080040 lb 02:53 PM 03/08/01

GROSS

TARE

029100 lb 03:21 PM 03/08/01

50,940

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

11894 DATE 3/8/01

NAME: Clem Handcock

ADDRESS:

TRUCKER: Handcock

LOAD OF White millet

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

Wheetco, Inc.
210 6th St. N
Box 668
Groton, SD 57445
605-397-8111/FAX 605-397-8361

CONFIRMATION

№ 12103

Date 8/24/00

BUYER	SELLER
Company Wheetco Inc.	Company Clem Handcock
Address PO Box 1668	Address NCL #2 Box 1
Groton SD 57445	Long Valley, SD 57547
Confirmed by Leroy	Confirmed by Clem

Commodity: White Proso Millet

Grade: Min: 98% Purity

Quantity: 250,000 #lbs - 5 Truckloads

Price: 9.00 per Cwt

FOB: Long Valley, SD

Shipment Time: September - October, Storage Nov 1 10/1/00

Terms: Net 30 Days from Date of Shipment

Delivering Carrier: _____ Rate _____ per _____

Weights to Govern: ☐ origin ☐ destination

Grades to Govern: ☐ origin ☐ destination

_____ official

Remarks: Ref #72250 - KSC

Please Note: The above covers our understanding of this transaction. Failure to advise us immediately on receipt of this confirmation will be understood by us as your acceptance of these terms.

Accepted - Company _____ Wheetco, Inc.

By Clem Handcock By _____

PLEASE SIGN AND RETURN ONE COPY TO WHEETCO, INC.

WHEETCO

Wheetco, Inc.
210 6th St. N
Box 668
Groton, SD 57445
605-397-8111/FAX 605-397-8361

CONFIRMATION

№ 12091

Date 8/24/00

BUYER	SELLER
Company Wheetco, Inc.	Company Clem Handcock
Address PO Box 668	Address HCR, #2 Box 1
Groton, SD 57445	Long Lalley, SD 57547
Confirmed by Larry	Confirmed by Clem

Commodity: White Proso Millet

Grade: Min: 98% Purity

Quantity: 500,000 lbs — 10 Truckloads

Price: 8.50 per cwt

FOB: ~~Long Valley, SD~~ Ft Dodge, Iowa

Shipment Time: October 2000 - September 2001

Terms: Net 30 Days from Date of Shipment

Delivering Carrier: Handcock Last Chance Trucking Rate _____ per _____

Weights to Govern: ☐ origin ☐ destination

Grades to Govern: ☐ origin ☐ destination

_____ official

Remarks: Ref #3689-CM

Storage Nov 1-00 — found @ 10¢/month

Please Note: The above covers our understanding of this transaction. Failure to advise us immediately on receipt of this confirmation will be understood by us as your acceptance of these terms.

Accepted - Company _____ Wheetco, Inc.

By Clem Handcock By [signature]

PLEASE SIGN AND RETURN ONE COPY TO WHEETCO, INC.

WHEETCO

Wheetco, Inc.
300 East Railroad Avenue
Box 668
Groton, SD 57445
605-397-8111/FAX 605-397-8361

BILL OF LADING

NO 22311

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

FROM: WHEETCO, INC. AT: Groton SD DATE: 9-1-01

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions to prohibited by law, whether printed or written herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to C Melchers Co. Destination C.S. Products
1790 32nd Ave South Fil Dodge, IA
Fargo ND 58103

Phone No. 701-280-1001 Ph: 1 800-313-2435

Delivering Carrier Tom Hinkhouse Trailer No.: 54369 License No. PRL068

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	WEIGHT	Class or Rate	Check Column
	Bulk Reclaimed Whole Wheat	50,020		
	79,210 Gross wt			
	29,190 Tare wt			
	50,020 net wt			

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To Be Prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced

$ _____

Shipper's imprint in lieu of stamp not a part of a bill of lading approved by the Interstate Commerce Commission

Contract Application/Notes

PU # or Release # 1611A 491 Pallet IN ____ OUT ____

Pallets only ☐ Pallets & Shrink ☐ Floor Load ☐

Special instructions: Delivery carrier must call 24 hours in advance for delivery appointment

The carrier acknowledges receipt of the above described property in the condition as noted, except as noted, and agrees to carry and deliver to the destination as directed above within the time limit for the class or rating of the property unless otherwise specified.

Driver _____

Wheetco, Inc. Shipper per _____ Agent per _____

300 East Railroad Avenue Groton SD 57445

WHEETCO

Wheetco, Inc.
300 East Railroad Avenue
Box 668
Groton, SD 57445
605-397-8111/FAX 605-397-8361

BILL OF LADING

No. 22312

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

FROM: WHEETCO, INC. AT: Linton, SD DATE: 2-6-01

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions to prohibited by law, whether printed or written herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to C. Melchers Co. Destination (Mail or street address of consignee - For purposes of notification only.)

1170 32nd Ave South — C-S Products

Fargo, ND 58103 — Fort Dodge IA

Phone No. 701-280-0061 800-213-3495

Delivering Carrier Clint Hendricks Trailer No.: 54369 License No. PR60683

No. Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	WEIGHT	Class or Rate	Check Column
	Bulk Rapeseed			
	Whole FF. Heat	50,260		
	Gross wt 79,510			
	Tare wt 29,250			
	Net wt 50,260			

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here, "To Be Prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced:

$ _____

Shipper's imprint in lieu of stamp not a part of a bill of lading approved by the Interstate Commerce Commission

Contract Application/Notes

National H 2007

PU # or Release #: Kelly Pallet IN _____ OUT _____

Pallets only ☐ Pallets & Shrink ☐ Floor Load ☐

Special Instructions: Delivery carrier must call 24 hours in advance for delivery appointment

CARRIER TO BE FULLY RESPONSIBLE AND ABSOLUTELY LIABLE FOR ANY LOSS OR DAMAGE TO THIS DESCRIBED CARGO REGARDLESS OF THE CIRCUMSTANCES OCCASIONING SUCH LOSS.

The carrier acknowledges receipt of and the shipper acknowledges delivery to the carrier of grain of the kind, grade and quantity described above, which carrier shall carry and deliver to the destination prescribed above within three days from the date of loading at origin, unless otherwise specified

Driver _____

Wheetco, Inc., Shipper, per _____ Agent per _____

300 East Railroad Avenue Groton SD 57445

White - Mail Copy Yellow - Wheetco Copy Pink - Destination Copy Goldenrod - Trucker Copy

McLEOD'S—62274

APRIL 26, 20[illegible]

BANK WEST
P O BOX 998
PIERRE, SD 5[illegible]501
605-224-7391

HANDCOCK FAR[illegible] ACCOUNT
CLEM HANDCOC[illegible]
HCR 2 BOX 1
LONGVALLEY S[illegible] 57547

DEAR CUSTOM[illegible]R:

THIS IS TO [illegible]INFORM YOU THAT THE ITEM DESCRIBED BELOW HAS BEEN RETURN[illegible]D TO US UNPAID BY THE FINANCIAL INSTITUTION UPON WHICH [illegible]T IS DRAWN.

AMOUNT [illegible]F ITEM:	$8500.00
REASON [illegible]ETURNED:	REFER TO MAKER
DRAWN O[illegible]:	HEARTLAND STATE BANK
DRAWN B[illegible]:	WHEETCO INC

YOUR ACCOUN[illegible] NUMBER 324470870 HAS BEEN CHARGED AND THE ITEM IS ENCLOSED HEREWITH.

IF YOU HAV[illegible] ANY QUESTIONS WITH REGARD TO THIS ENTRY, PLEASE DO NOT HES[illegible]TATE TO CALL BANKWEST INC AT 605-224-7391.

2516

WHEETCO, INC.
P.O. BOX 668 PH. 605-397-8111
GROTON, SD 57445

Refer to maker
4-23-01 DATE 4-13-01

78-626/914

PAY TO THE ORDER OF Glen Hardcock

$ 8500.00

Eight Thousand Five Hundred & 00/100 DOLLARS

HEARTLAND STATE BANK
HIGHMORE OFFICE
P.O. BOX 219
HIGHMORE, SD 57345

FOR

⑈002516⑈ ⑆091406260⑆ 207 977⑈ ⑈00008500000⑈

CREDITED TO THE ACCOUNT OF
THE WITHIN NAMED PAYEE
Absence of Endorsement Guarantee
BankWest
Kadoka, South Dakota

1AC

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Schurrs, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheetco, Inc located at Groton, SD.

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
10853	9-1-00	Sunflowers	27,168.00#	$.07	
incomplete 3035	2-10 to 2-21-00		434,177.80#	.068	
3037	2-22 to 2-25-00		221,984.50#	.068	
	2-11 to 2-14-00		216,461.70#	.07	
	1-14 to 2-10-00		387,627.50#	.07	
	10/12 to 10/30-99	↓	94,245.80#	.07	

Explanation of Claim:

We sold sunflowers to Wheetco, Inc but never received payment. Total owed to us $95,161.11.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

RECEIVED
AUG 22 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Schurrs by Diane Schurrs
Signature of Claimant

8-8-01
Date

PO Box 105
Street/PO Box

Roscoe SD 57471
City/State/Zip

605-287-4300
Telephone

Subscribed and sworn to me this 8th day of August, 2001.

Notary Mary Kraft Mary Kraft

County of: Edmunds

State of: South Dakota

Commission Expires: Mar 29, 2004

ASSEMBLY SHEET

WHEETCO
PO BOX 660
GROTON, SD
57445
605-397-8111

Bushels Per Std. Bu

60.00	Wheat
[illegible]	[illegible]
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: SCHURR'S

Grain Type: BO SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # / Date/Test Wgnt	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net LB/Bu	Net Price	Total Due
10853 3/01/00 32TW	56,600	28,300	28,300	4.00%	1,132.00	0	27,168.00	$0.0700	$1,901.76
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	56,600	28,300	28,300		1,132.00	0	27,168.00		$1,901.76

TOTAL AMOUNT DUE $1,901.76

LESS: Deductions

Checkoff SUNFLOWER CHECKOFF $0.19

Misc.

NET AMOUNT DUE $1,899.91

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	27,168.00 # / BU
Left to be Settled	[illegible] # / BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

HEETCO
) BOX 668
?OTON, SD
57445
)5-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3088

ime: SCHURR'S

rain Type: BO S UNFLOWERS Check Off (YES) Appl'd to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb/Bu	Net Price	Total Due
762 2/10/00 26TW	61,780	39,560	22,220	15.00%	3,330.00	0	18,870.00	00.0000	$1,283.16
763 2/10/00 26TW	71,960	39,780	32,180	15.00%	4,827.00	0	27,353.00		$1,860.04
772 2/14/00 26TW	73,900	37,280	36,620	16.00%	6,047.30	0	30,572.70		$2,078.74
783 2/14/00 27TW	75,220	39,040	37,280	20.00%	8,456.00	0	27,824.00	00.0000	$2,000.26
787 2/15/00 26TW	75,560	28,020	47,540	22.00%	10,458.80	0	37,081.20		$2,521.52
781 2/14/00 27TW	70,740	28,860	41,880	17.00%	7,119.60	0	34,760.40	00.0600	$2,348.47
793 2/16/00 26TW	74,380	28,240	46,140	19.00%	8,766.60	0	37,373.40	00.0680	$2,541.38
795 2/16/00 26TW	72,620	29,760	42,860	18.00%	7,714.80	0	35,145.20	00.0600	$2,389.87
807 2/18/00 27TW	71,840	29,320	41,820	14.00%	5,854.80	0	35,965.20	00.0630	$2,265.79
809 2/15/00 26TW	74,020	28,260	45,760	17.00%	7,779.20	0	37,980.80	00.0600	$2,278.85
811 2/21/00 25TW	71,500	29,360	42,140	12.00%	5,056.80	0	37,083.20	00.0600	$2,224.99
819 2/21/00 27TW	74,020	27,620	46,400	15.00%	0.00	0	46,400.00	00.0600	$2,784.00
Totals	866,140	353,680	512,460		78,282.20	0	434,177.80		$29,645.16

OTAL AMOUNT DUE $29,645.16

Less Deductions

Check #### SUNFLOWER CHECKOFF $1,832.16

Misc.

T AMOUNT DUE $27,813.00

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

ONTRACT

ETTLEMENTS

OMMENTS

Beginning Contract Amount (Lbs/Bu) 0 0.0000

Total Settled Amount 434,177.80 0.0000

Left to be Settled -434,177.80 0.0000

IGNATURE _____

Duffy Wiemann, Director of Production, 2000

ASSEMBLY SHEET

WHEETCO
'O BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3037 2/25

Name: SCHURR'S

Grain Type: BO SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10826 2/22/00 26TW	73,060	27,360	45,700	18.00%	8,226.00	0	37,474.00	$0.0680	$2,548.23
10827 2/22/00 26TW	71,280	29,120	42,160	16.00%	6,745.60	0	35,414.40	$0.0680	$2,408.18
10829 2/23/00 27TW	75,820	27,740	48,080	17.00%	8,173.60	0	39,906.40	$0.0690	$2,753.54
10832 2/24/00 26TW	71,200	29,220	41,980	18.00%	7,556.40	0	34,241.60	$0.0690	$2,362.72
10835 2/25/00 27TW	74,260	27,560	46,700	17.00%	7,922.00	0	38,678.00	$0.0690	$2,668.78
10837 2/25/00 26TW	72,480	29,420	43,060	16.00%	6,889.60	0	36,170.40	$0.0680	$2,459.56
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	438,100	170,620	267,480		45,495.20	0	221,984.80		$15,173.55

TOTAL AMOUNT DUE $15,173.55

LESS: Deductions

Checkoff SUNFLOWER CHECKOFF -$66.00

Misc.

NET AMOUNT DUE $15,106.95

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract #

Beginning Contract Amount (Lbs/Bu)	0 #./BU
Total Settled Amount	221,984.80 #./BU
Left to be Settled	-221984.8 #./BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Corp

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Prices Per Bu. Dry

00.00	Wheat
32.00	Oats
56.00	Rye
[illegible]	Soybeans
00.00	Corn

Name: SCHURR'S

Grain Type: BO SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # / Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net LB/BU	Net Price	Total Due
10365 10/25/99 25TW	74,580	27,300	47,280	37.00%	17,493.60	0	29,786.40	20.0700	[illegible]
10373 10/26/99 25TW	72,980	28,520	44,460	31.00%	13,782.60	0	30,677.40		[illegible]
10412 10/30/99 20TW	76,100	27,840	48,260	30.00%	14,478.00	0	33,782.00		[illegible]
	0	0	0	0.00%	0.00	0	0.00		[illegible]
	0	0	0	0.00%	0.00	0	0.00		[illegible]
	0	0	0	0.00%	0.00	0	0.00		[illegible]
	0	0	0	0.00%	0.00	0	0.00		[illegible]
	0	0	0	0.00%	0.00	0	0.00		[illegible]
	0	0	0	0.00%	0.00	0	0.00		[illegible]
	0	0	0	0.00%	0.00	0	0.00		[illegible]
	0	0	0	0.00%	0.00	0	0.00		[illegible]
Totals	223,660	83,660	140,000		[illegible]	0	[illegible]		[illegible]

[illegible]

TOTAL AMOUNT DUE

LESS: Deductions

Checkoff SUNFLOWER CHECKOFF [illegible]

Misc.

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Sq. Bu

60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: SCHURR'S

Grain Type: BO SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
2/11/00 25TW	68,980	28,660	40,320	8.00%	3,225.60	0	37,094.40	$0.0700	$2,596.[illegible]
2/11/00 26TW	68,860	28,500	40,360	8.00%	3,228.80	0	37,131.20		$2,599.[illegible]
2/12/00 26TW	70,720	27,500	43,220	9.00%	3,889.80	0	39,330.20		$2,753.[illegible]
2/12/00 26TW	70,600	27,470	43,130	7.00%	3,019.10	0	40,110.90		$2,807.[illegible]
2/14/00 27TW	51,780	27,440	24,340	9.00%	2,190.60	0	22,149.40		$1,550.[illegible]
2/14/00 27TW	71,780	27,600	44,180	8.00%	3,534.40	0	40,645.60		$2,845.[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.[illegible]
Totals	402,720	167,170	235,550		19,088.30	0	216,461.70		$15,152.[illegible]

TOTAL AMOUNT DUE $15,152.[illegible]

LESS: Deductions
Checkoff SUNFLOWER CHECKOFF $64.[illegible]
Misc.

NET AMOUNT DUE $15,087.[illegible]

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT
SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	216,461.70 # / BU
Left to be Settled	-216461.7 # / BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

WHEETCO
PO BOX 6[illegible]8
GROTON, SD
57445
605-397-8[illegible]11

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: SCHURR'S

Grain Type: 60 SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Weight	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net LB./Bu	Net Price	Total Due
1/14/00 26TW	71,200	29,700	41,500	7.50%	3,112.50	0	38,387.50	30.0700	$2,887.[illegible]
1/15/00 26TW	71,350	29,760	41,590	7.00%	2,914.10	0	38,715.90		$2,715.[illegible]
2/3/00 26TW	70,260	29,220	41,040	7.50%	3,078.00	0	37,962.00		$2,[illegible]
2/3/00 26TW	70,510	29,460	41,050	7.00%	2,873.50	0	38,176.50		$2,[illegible]
2/4/00 27TW	73,260	28,100	45,160	6.00%	2,709.60	0	42,450.40		$2,974.[illegible]
2/4/00 26TW	73,430	28,270	45,160	7.00%	3,161.20	0	41,998.80		$2,939.[illegible]
2/8/00 26TW	68,680	28,820	39,860	10.00%	3,986.00	0	35,874.00		$2,511.[illegible]
2/8/00 27TW	68,820	28,770	40,050	10.00%	4,005.00	0	36,045.00		$2,523.[illegible]
2/10/00 26TW	71,420	27,780	43,640	11.00%	4,800.40	0	38,839.60		$2,[illegible]
2/10/00 27TW	71,700	27,680	44,020	11.00%	4,842.20	0	39,177.80		$2,742.[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.[illegible]
Totals	710,670	287,560	423,110		35,482.50	0	387,627.50		$27,134.[illegible]

TOTAL AMOUNT DUE $27,133.[illegible]

LESS: Deductions
Checkoff SUNFLOWER CHECKOFF $[illegible]
Misc.

NET AMOUNT DUE $27,017.[illegible]

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT
SETTLEMENT
Contract#

Beginning Contract Amount (Lbs/Bu)	0	#/BU
Total Settled Amount	387,627.50	#/BU
Left to be Settled	-387,627.5	#/BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

Wheatco, Inc.

Schurrs

25/99 - 10/30/99	94,245.80#	$6,597.21
4/00 to 2/10/00	387,627.50	27,133.93
/00 to 2/14/00	216,461.70	15,152.32
3/00 to 2/25/00	221,984.80	15,173.55
3/00 to 2/21/00	434,177.80	29,642.36
10/00	27,168.00	1,901.76
	1,381,665.60 #	$95,601.11

D R Inc

1/23/99	44,514.00#	$ 3,115.98
2/99 to 11/23/99	102,551.60	7,178.61
	147,065.60 #	$10,294.59
Less checks received		- 6,292.48
		$4,002.11

RECEIVED
AUG 22 2001
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

IAD

KOLKER LAW OFFICE

P.O. Box 467 - 182 N. Main
Groton, South Dakota 57445

Richard L. Kolker
Karl A. Bartling

605-397-8464
Fax - 605-397-8497
email: tdlaw@nvc.net

August 24, 2001

South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, South Dakota

Re: Whetco, Inc.- Rix Farms, Inc.

Dear Sirs:

Enclosed with this letter you will find proof of cliam being filed on behalf of Rix farms, Inc.

Thank you.

Very truly yours,

KOLKER LAW OFFICE

Richard Kolker

RECEIVED
AUG 27 2001
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Rix Farms, Inc Roger L Rix, pres the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named

Wheet co located at Box 668 Groton, SD 57445.

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
Assembly Sheet:					
#2979	12-30-99	Wheat	134	3.00	N/A
#3079	3-24-00	Wheat	3086	4.25	N/A
#3080	3-27-00	Wheat	4975	4.25	N/A
#3078	3-28-00	Wheat	3389	4.-15-4.25	N/A
#2911	10-28-99	Sunflowers	#10771	.12	N/A
#2952	11-4-99	Sunflowers	#100, 326	.12	N/A
#3084	10-18-99	Sunflowers	#164, 700	.12	N/A

RECEIVED
AUG 27 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

On the sale of sunflowers all has been paid except $14,095.71 which remains Unpaid.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Rix Farms Inc Roger L Rix Pres

Signature of Claimant

8-24-01

Date

12960 406 Ave

Street/PO Box

Groton SD 57445-5425

City/State/Zip

605-397-8378

Telephone

Subscribed and sworn to me this 24th day of August, 20 01.

Notary

County of: Brown

State of: South Dakota

Commission Expires: 10-23-04

ASSEMBLY SHEET

2952

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: RIX FARMS

Grain Type: STRIPE SUNFLOWERS Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10441 11/04/99 25TW	28,320	14,640	13,680	10.00%	1,368.00	0	12,312.00	$0.1200	$1,477.44
10469 11/11/99 24TW	28,160	14,620	13,540	9.00%	1,218.60	0	12,321.40		$1,478.57
10475 11/11/99 23TW	48,960	26,160	22,800	8.00%	1,824.00	0	20,976.00		$2,517.12
10476 11/11/99 24TW	27,240	14,600	12,640	8.00%	1,011.20	0	11,628.80		$1,395.46
10477 11/12/99 23TW	46,920	26,140	20,780	9.00%	1,870.20	0	18,909.80		$2,269.18
10478 11/12/99 23TW	27,780	14,600	13,180	8.00%	1,054.40	0	12,125.60		$1,455.07
10479 11/12/99 23TW	39,100	26,140	12,960	7.00%	907.20	0	12,052.80		$1,446.34
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	246,480	136,900	109,580		9,253.60	0	100,326.40		$12,039.17

TOTAL AMOUNT DUE $12,039.168

LESS: Deductions
Checkoff
Misc.

NET AMOUNT DUE $12,039.168

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT
SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0	# / BU
Total Settled Amount	100,326.40	# / BU
Left to be Settled	-100326.4	# / BU

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

STORAGE ASSEMBLY SHEET

3084

5/31

WHEETCO
PO BOX 668
GROTON SD
57445
605-397-[illegible]111

Pounds Per Std. Bu
60.00 Wheat
32.00 Oats
56.00 Rye
60.00 Soybeans
56.00 Corn

Name: RIX FARMS

Grain Type: STRIPE SUNFLOWERS Check Off (YES) (NO) Apply to Contract #

Scale or Ref # Date/Test Wgt		Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10263	10/18/99	70,000	28,660	41,340	0.00%	0.00	0	41,340.00	$0.1200	$4,960.80
10264	10/18/99	52,320	26,200	26,120	0.00%	0.00	0	26,120.00		$3,134.40
10265	10/18/99	39,800	26,380	13,420	0.00%	0.00	0	13,420.00		$1,610.40
10273	10/19/99	49,760	28,620	21,140	0.00%	0.00	0	21,140.00		$2,536.80
10279	10/21/99	52,200	28,460	23,740	0.00%	0.00	0	23,740.00		$2,848.80
10313	10/21/99	51,640	26,080	25,560	0.00%	0.00	0	25,560.00		$3,067.20
10400	10/28/99	28,200	14,820	13,380	0.00%	0.00	0	13,380.00		$1,605.60
		0	0	0	0.00%	0.00	0	0.00		$0.00
		0	0	0	0.00%	0.00	0	0.00		$0.00
		0	0	0	0.00%	0.00	0	0.00		$0.00
		0	0	0	0.00%	0.00	0	0.00		$0.00
		0	0	0	0.00%	0.00	0	0.00		$0.00
Totals		343,920	179,220	164,700		0.00	0	164,700.00		$19,764.00

TOTAL AMOUNT DUE $19,764.00

LESS: Deductions
Checkoff
Misc.

NET AMOUNT DUE $19,764.00

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT
SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	164,700.00 # / BU
Left to be Settled	-164700 # / BU

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

2979

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: RIX FARMS

Grain Type: WHEAT Check Off (YES) (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
S.T. #6062526	18,220	10,180	8,040	0.00%	0.00	0	134.00	$3.0000	$402.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	18,220	10,180	8,040		0.00	0	134.00		$402.00

TOTAL AMOUNT DUE $402.00

LESS: Deductions

Checkoff WHEAT CHECKOFF $2.41

Misc.

NET AMOUNT DUE $399.59

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract#

Beginning Contract Amount (Lbs/Bu)	0 $ / BU
Total Settled Amount	134.00 $ / BU
Left to be Settled	-134 $ / BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

2911

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-811

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

ame: RIX FARMS

rain Type: STRIPE SUNFLOWERS Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
0395 10/28/99 21TW	27,060	14,820	12,240	12.00%	1,468.80	0	10,771.20	$0.1200	$1,292.54
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	27,060	14,820	12,240		1,468.80	0	10,771.20		$1,292.54

TOTAL AMOUNT DUE $1,292.54

LESS: Deductions
Checkoff
Misc.

NET AMOUNT DUE $1,292.54

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT
SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	10,771.20 #/BU
Left to be Settled	-10771.2 #/BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

BROKERAGE ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3079 1/20

Name: RIX FARMS

Grain Type: CERTIFIED INGOT Check Off (YES) (NO) Apply to Contract #

Scale or Ref # Date/Test Wgt	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10905 3/24 DAK AG	69,860	32,680	37,180	0.00%	0.00	0	619.67	$4.1500	$2,571.6
10940 3/31 SCHINKEL	17,340	11,280	6,060	0.00%	0.00	0	101.00	$4.2500	$429.2
10941 3/31 SOMBKE	17,740	10,160	7,580	0.00%	0.00	0	126.33	$4.2500	$536.9
10948 4/01 WASHNOI	46,000	18,340	27,660	0.00%	0.00	0	461.00	$4.2500	$1,959.2
10970 4/05 LOCKEN	72,820	46,780	26,040	0.00%	0.00	0	434.00	$4.2500	$1,844.5
10791 4/06 PIGORS	29,620	12,420	17,200	0.00%	0.00	0	286.67	$4.2500	$1,218.3
10989 4/08 HARRY F/	24,480	9,460	15,020	0.00%	0.00	0	250.33	$4.2500	$1,063.9
10996 4/08 WASHNOI	41,000	22,800	18,200	0.00%	0.00	0	303.33	$4.2500	$1,289.1
11009 4/11 ZOELLNE	23,740	11,600	12,140	0.00%	0.00	0	202.33	$4.2500	$859.9
11013 4/12 PIGORS	11,680	9,840	1,840	0.00%	0.00	0	30.67	$4.2500	$130.3
11019 4/13 WASHNOI	25,580	18,480	7,100	0.00%	0.00	0	118.33	$4.2500	$502.9
11021 4/13 MAHAN	24,840	15,700	9,140	0.00%	0.00	0	152.33	$4.2500	$647.4
Totals	404,700	219,540	185,160		0.00	0	3,086.00		$13,053.5

TOTAL AMOUNT DUE $13,053.5

LESS: Deductions
Checkoff
Misc.

RF Seed Cert 8/26 2

WHEAT CHECKOFF $30.0

NET AMOUNT DUE $13,022.6

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT
SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	3,086.00 # / BU
Left to be Settled	-3086 # / BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

BROKERAGE ASSEMBLY SHEET

3080

WHEETCO
PO BOX 663
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: RIX FARMS

Grain Type: CERTIFIED RUSS Check Off (YES) (NO) Apply to Contract #

Scale or Ref # Date/Test Weight	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10912 3/27 DAKOTA A	76,700	27,940	48,760	0.00%	0.00	0	812.67	$4.1500	$3,372.5
10917 3/27 DUNKER	70,720	25,840	44,880	0.00%	0.00	0	748.00	$4.2500	$3,179.0
10928 3/29 DAKOTA A	78,740	27,180	51,560	0.00%	0.00	0	859.33	$4.1500	$3,566.2
10950 4/3 LOCKEN	50,120	26,520	23,600	0.00%	0.00	0	393.33	$4.2500	$1,671.6
10944 4/1 MERKEL	26,160	11,320	14,840	0.00%	0.00	0	247.33	$4.2500	$1,051.1
10959 4/4 LOCKEN	64,260	37,880	26,380	0.00%	0.00	0	439.67	$4.2500	$1,868.5
10964 4/5 STEVENSO	27,020	8,440	18,580	0.00%	0.00	0	309.67	$4.2500	$1,316.0
10961 4/4 TOWNSENI	31,660	18,180	13,480	0.00%	0.00	0	224.67	$4.2500	$954.8
10972 4/6 BROWMAN	27,140	9,700	17,440	0.00%	0.00	0	290.67	$4.2500	$1,235.3
10985 4/7 WOLTER	12,240	8,900	3,340	0.00%	0.00	0	55.67	$4.2500	$236.5
10992 4/8 KROLL	23,880	8,840	15,040	0.00%	0.00	0	250.67	$4.2500	$1,065.3
11008 4/11 GREENE	22,500	10,720	11,780	0.00%	0.00	0	196.33	$4.2500	$834.4
11016 4/12 BAHR	19,500	10,680	8,820	0.00%	0.00	0	147.00	$4.2500	$624.7
Totals	530,640	232,140	298,500		0.00	0	4,975.00		$20,976.5

TOTAL AMOUNT DUE $20,976.55

LESS: Deductions

Checkoff WHEAT CHECKOFF $49.7

Misc.

NET AMOUNT DUE $20,926.80

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	4,975.00 # / BU
Left to be Settled	-4975 # / BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8117

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3078

Name: RIX FARMS

Grain Type: CERTIFIED OXEN Check Off (YES) Apply to Contract #

Scale or Ref # / Date/Test Weight	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb/Bu	Net Price	Total Due
10921 3/28/00	45,820	15,740	30,080	0.00%	0.00	0	501.33	$0.0000	$0.0
10925 3/29/00	46,320	16,120	30,200	0.00%	0.00	0	503.33		$0.0
10925 3/29/00	47,680	15,860	31,820	0.00%	0.00	0	530.33		$0.0
10927 3/29/00	45,940	15,640	30,300	0.00%	0.00	0	505.00		$0.0
10929 3/29/00	44,620	15,600	29,020	0.00%	0.00	0	483.67		$0.0
10932 3/30/00	45,340	15,720	29,620	0.00%	0.00	0	493.67		$0.0
10936 3/31/00	46,700	15,800	30,900	0.00%	0.00	0	515.00		$0.0
11085 5/02/00	(23,740)	(15,160)	(8,580)	0.00%	0.00	0	(143.00)		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
Totals	298,680	95,320	203,360		0.00	0	3,389.33		$0.0

TOTAL AMOUNT DUE (DAKOTA AG) 1434.00 BU @ $4.15 = $5,951.10
1955.33 BU @ $4.25= $8,310.15 $14,261.2

LESS: Deductions
Checkoff WHEAT CHECKOFF $33
Misc.

NET AMOUNT DUE $14,227.2

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	3,389.33 # / BU
Left to be Settled	-3389.33333 # / BU

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

IAE

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Lloyd Erickson, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheeco located at Groton

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
10894	3/22/01	Wheat	51380	2.16	1027.60
10937	3/31/01	Wheat	54980	2.16	1079.40
10957	4/04/01	Wheat	52320	2.16	1046.40
10973	4/06	Wheat	51340	2.16	1026.80

Explanation of Claim:

Hauled buggy wheat - 4 loads - No pay part - Bad check sent
Trucking check bounced - Appx $450 per load trucking

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Lloyd Erickson Erickson Farms
Signature of Claimant

Sept 20, 2001
Date

Box 57
Street/PO Box

Iroquois
City/State/Zip

605-683-4499
Telephone

RECEIVED
SEP 21 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Subscribed and sworn to me this 20th day of September, 2001.

Notary

County of: Jones

State of: SD

Commission Expires: 8-22-2005

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

Trucking 450.02

GROSS 079580 16 10:11 AM 04/06/00

TARE

028240 16 11:11 AM 04/06/00

51,340 2.0 $ 1026.80

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

10973

DATE 4/6/00

NAME: Erikson Farms

ADDRESS:

TRUCKER:

LOAD OF Wheat to clean sell

MOIST

TEST WEIGHT Bugs - Mold

DOCKAGE 3.4%

PRICE

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

079880 16 01:42 PM 03/22/00

Trucking from Wheetco to bcpd $450.02

GROSS

TARE

028500 16 03:22 PM 03/22/00

51380 - 5%

2.0 LB $ 1027.60

WHEETCO INC. grain

Box 668 • Groton, South Dakota 57445

10896

DATE 3-22-00

NAME: Erikson Farms

ADDRESS:

TRUCKER:

LOAD OF Custom Wheat sell

MOIST Cleaning

TEST WEIGHT Buggy - Moldy scent

DOCKAGE 2.9%

PRICE

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

Trucking to be pd from Wheetco 450.00

GROSS 083000 lb 07:35 AM 03/31/00

TARE

028020 lb 09:18 AM 03/31/00

54,980 - $1099.60 grain

2.0 LB

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

10937

DATE 3-31-00

NAME: Erickson Farms

ADDRESS:

TRUCKER:

LOAD OF Wheat - Buggy Molly Sell

MOIST Cleaning

TEST WEIGHT Molly

DOCKAGE 31%

PRICE

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

Trucking to be Pd from Wheetco $450

GROSS

TARE

080700 lb 06:22 AM 04/04/00

028380 lb 07:40 AM 04/04/00

2.0 lb

52,320 $1046.40 grain

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

10957

DATE 4-4-00

NAME: Erickson Farms

ADDRESS:

TRUCKER:

LOAD OF Wheat Buggy Sell

MOIST

TEST WEIGHT

DOCKAGE 32%

PRICE

1AF

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Roger Hurlbert, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheeteo Inc located at Groton, SD

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
11373	8-11-00	Sunflowers	39960 lb	6.75 cwt	NA
11379	8-11-00	Sunflowers	39080 lb	6.75 cwt	NA
11385	8-14-00	Sunflowers	30500 lb	6.75 cwt	NA
			109540 lbs.		
			Total = $7393.95		
			60% = $4436.37		

RECEIVED
AUG 13 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

These flowers are to be divided. 60% is to Roger Hurlbert. 40% is to Russ Hurlbert. See additional claim enclosed.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Roger Hurlbert
Signature of Claimant

8-10-01
Date

~~Box~~ 220 1st Ave W
Street/PO Box

Clark SD 57225
City/State/Zip

605-532-3873
Telephone

Subscribed and sworn to me this 10TH day of August, 2001.

Notary John A Olson

County of: Clark

State of: SDak

Commission Expires: 9-7-2006

ICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

OSS 068940 lb 08:43 AM 08/11/00

RE 028980 lb 03:44 AM 08/11/00

39960

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11373 DATE 8/11/00

E Roger Hurlbert 60%

RESS Russ Hurlbert 40%

CKER

D OF BD Sunflowers

IST

ST WEIGHT 32 #

OCKAGE 4%

ICE 6.75 per CWT

RECEIVED
SEP 15 2000
CLARK COUNTY
FSA OFFICE

)

WEIGHER

ICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 079070 lb 02:57 PM 08/11/00

TARE 028820 lb 03:47 PM 08/11/00

39,080

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11379 DATE 8/11/00

AME Roger Hurlbert 60%

DDRESS Russ Hurlbert 40%

RUCKER

OAD OF BD Sunflowers

OIST

EST WEIGHT 32 #

OCKAGE 3%

ICE 6.75 per CWT

RECEIVED
SEP 15 2000
CLARK COUNTY
FSA OFFICE

)

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES

GROSS 059160 lb 08:18 AM 08/14

TARE 028660 lb 09:13 AM 08/14

30,500

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11385 DATE 8/14/00

NAME Roger Hurlbert 6

ADDRESS Russ Hurlbert 4

TRUCKER

LOAD OF BD Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE 6.75 per CWT

RECEIVED
SEP 15 2000
CLARK COUNTY
FSA OFFICE

)

WEIGHER

1AG

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Russ Hurlbert, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheetco Inc. located at Groton SD.

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
11373	8-11-00	Sunflowers	39960 lbs	$6.75 CWT	N/A.
11379	8-11-00	Sunflowers	39080 lbs	6.75 CWT	NA
11385	8-14-00	Sunflowers	30500 lbs.	6.75 CWT	NA
			109540 lbs		
			Total = $7393.95		
			40% = $2957.58		

Explanation of Claim:

The sunflowers are divided 60/40. 40% are mine (Russ Hurlbert), and 60% are Roger Hurlbert. We've both submitted claims explaining the %. Both Claims are enclosed with proof of delivery & sale.

Thank You

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Russell Hurlbert
Signature of Claimant

RECEIVED
AUG 13 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

8-10-01
Date

RR 2 Box 18
Street/PO Box

Raymond, SD 57258
City/State/Zip

(605) 532-3536
Telephone

Subscribed and sworn to me this 10th day of August, 2001.

Notary [signature]

County of: Clark

State of: SDak

Commission Expires: 8-10-01

ERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 068940 lb 08:43 AM 08/11/00
TARE 028980 lb 03:44 AM 08/11/00

39960

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11373 DATE 8/11/00

NAME Roger Hurlbert 60%
ADDRESS Russ Hurlbert 40%

TRUCKER

LOAD OF BD Sunflowers

MOIST

TEST WEIGHT 32 #

DOCKAGE 4%

PRICE 6.75 per CWT

RECEIVED
SEP 15 2000
CLARK COUNTY
FSA OFFICE

WEIGHER

ERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 067900 lb 02:57 PM 08/11/00
TARE 028820 lb 03:47 PM 08/11/00

39,080

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11379 DATE 8/11/00

NAME Roger Hurlbert 60%
ADDRESS Russ Hurlbert 40%

TRUCKER

LOAD OF BD Sunflowers

MOIST

TEST WEIGHT 32 #

DOCKAGE 3%

PRICE 6.75 per CWT

RECEIVED
SEP 15 2000
CLARK COUNTY
FSA OFFICE

Meg
WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCA

GROSS 059160 lb 08:18 AM 08/1
TARE 028660 lb 03:13 AM 08/1

30,500

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11385 DATE 8/14/00

NAME Roger Hurlbert 6
ADDRESS Russ Hurlbert 4

TRUCKER

LOAD OF BD Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE 6.75 per CWT

RECEIVED
SEP 15 2000
CLARK COUNTY
FSA OFFICE

WEIGHER

/

IAH

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Gary Mecklezohn, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheeto located at PO Box 668 Groton, South Dak 57445

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

Scale Ticket No.	Date	Kind of Grain	Bushels (pb)	Price (7¢ per lb)	Lien Holder (print N/A if no liens)
11361	8/4/00	Sun flowers	47,037.60	$0.07	N/A
11363	8/2/00	Sun flowers	46,754.40	$0.07	N/A
11364	8/10/00	Sun flowers	46,204.80	$0.07	N/A
11370	8/1/00	Sun flowers	49,913.80	0.07	N/A
11371	8/1/00	Sun flowers	51,725.20	0.07	N/A
11347	8/4/00	Sun flowers	50,400.	0.07	N/A
11357	8/7/00	Sun flowers	[illegible]	0.07	N/A

Explanation of Claim:

Hauled these flowers to Groton for 7 cents a lb. Check to come within 1 week. No check next hand chap 11.

RECEIVED

AUG 13 2001

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Gary Mecklezohn
Signature of Claimant

8/9/01
Date

8055 Co. Rd 35 SE
Street/PO Box

Dickey, ND 58431
City/State/Zip

701-778-7211
Telephone

Subscribed and sworn to me this 09 day of August, 2001.

Notary Betty Sou Martin

County of: La Moure

State of: North Dakota

Commission Expires:

1AI

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Duenk Bros, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named

Wheeler Inc located at Groton, S.D.

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

Scale Ticket No.	Date	Kind of Grain	~~Bushels~~	Price	Lien Holder (print N/A if no liens)
11287	7/20/00	Stripe Sunflowers	[redacted]	10¢/cwt	Bank of Hoven
			29042.8		

RECEIVED
AUG 13 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

Check was returned with insufficient funds twice

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Duenk Bros William C Duenk Jr
Signature of Claimant

8-10-01
Date

RR 1 Box 78
Street/PO Box

Hoven SD 57450
City/State/Zip

605 948 2268
Telephone

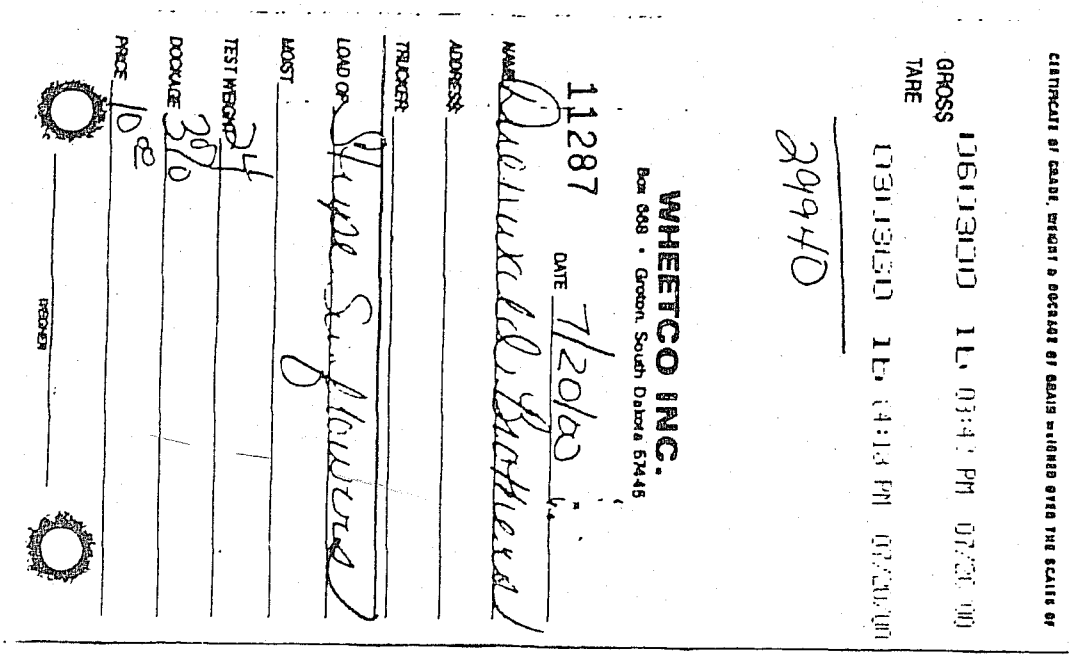
Subscribed and sworn to me this 10th day of August, 2001.

Notary Connie C. Forgey

County of: Potter

State of: South Dakota

Commission Expires: CONNIE C. FORGEY Notary Public, POTTER COUNTY, S. DAK.



CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 060300 LB 03:42 PM 07/20/00

TARE 030350 LB 04:13 PM 07/20/00

29940

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11287 DATE 7/20/00

NAME Duenwald Brothers

ADDRESS

TRUCKER

LOAD OF Stryke Sunflowers

MOIST

TEST WEIGHT 24

DOCKAGE 30

PRICE 10.00

REMARKS

BANK OF HOVEN HOVEN, SD 57450, 8-23 2000

ON THIS DATE THE BANK CHARGED YOUR ACCOUNT AS INDICATED BELOW:

CHECKS RETURNED UNPAID & ENDORSED BY YOU.	KEY TO REASON FOR NON-PAYMENT		KEY	DRAWN BY	CHARGED ON	AMOUNT	
	1 – INSUFFIC. FUNDS 2 – END MISSING 3 – END NOT AS DRAWN 4 – NOT ON US 5 – SIGNATURE 11 – OTHER REASON	6 – UNCOLLECTED FUNDS 7 – NO ACCOUNT 8 – AMOUNTS DIFFER 9 – DATED AHEAD 10 – NOT SUBJ. TO CHECK	1	Northern Prairie Seed	78-4 165 914	2904	18
OTHER CHARGES DESCRIBED	Presented Twice. Do not present again						

TOTAL 2904 18

Duenwald Bros.
RR Box 78
Hoven SD 57450

ADVICE OF CHARGE
ACCOUNT CHARGE SLIP - WHITE
CUSTOMER NOTICE - PINK
PERMANENT RECORD - CANARY

ACCOUNT NUMBER 280 600 07

BANKERS SYSTEMS, INC. ST. CLOUD MN
FORM 5-1-NCR REV 01/01/99

3054

NORTHERN PRAIRIE SEED
P.O. BOX 668 PH. 605-397-8111
GROTON, SD 57445

78-4/914 165

DATE 7/28/00

PAY TO THE ORDER OF Duenwald Bros. + Bank of Hoven $2904.18

two thousand nine hundred four + 18/100 DOLLARS

Norwest Bank South Dakota, N.A.
120 North Main
P.O. Box 228
Groton, SD 57445

FOR AD #3149

⑈003054⑈ ⑆091400046⑆ 2600003367⑈ ⑈0000290418⑈

1 AJ

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Warner Coop Co - Gerald Skramstad, Mgr., the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheaton, Inc located at Bruton, SD

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
Sales Ticket					
900567	8/2/2000	Millet	1156.05	5.75	

Explanation of Claim:

We Sold Millet to Wheaton Inc on the checks written for the millet were returned NSF. We then wrote a new check to cover the NSF checks, but repeated tries with the bank at which the account was held indicated there were insufficient funds until it was closed 6-7-01.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Warner Cooperative Co
Gerald Skramstad mgr
Signature of Claimant

8-8-01
Date

110 N Central Ave
Street/PO Box

Warner, SD 57479-0076
City/State/Zip

605-225-8247
Telephone

Subscribed and sworn to me this 8 day of August, 2001

Notary Jacqueline M Fischer
County of: Brown
State of: SD
Commission Expires: 9-20-04

RECEIVED
AUG 10 2001
SOUTH DAKOTA PUBLIC

WARNER CO-OPERATIVE CO.
[illegible]
[illegible] 57479
Phone (605) 225-8247

No. 9008567

SALES RECEIPT

999998 NO PATRONAGE

TRANSACTION DATE 08/22/2000

BILLING DATE 08/22/2000

WARNER SD 57479

LOCATION

PRODUCT NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION

COMMENT: WHEETCO NORTHERN PLAINS SEED
DAVID CRIDDLE MILLET

I ACKNOWLEDGE RECEIPT OF THE ABOVE AND AGREE TO THE TERMS AND CONDITIONS OF THE SELLER.

CASH

SALES TAX

[illegible] 29

CASH RECEIVED 8,647.29

CREDIT TO ACCOUNT

PURCHASER'S

MANAGER'S

WHEETCO, INC.
PH 605 397 8111
P O BOX 668
GROTON, SD 57445

2218

DATE 12-21-00

PAY TO THE ORDER OF Warner Coop

$ 4431 53

Four thousand four hundred thirty one and 53/100 DOLLARS

HEARTLAND STATE BANK
HIGHMORE OFFICE
P O BOX 218
HIGHMORE SD 57345

FOR

⑈002218⑈ ⑆094406260⑆ 207 977⑈

Larry Theis

account
Closed
6-7-01

IAK

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Steve A Andera Farms, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheeler Inc located at Groton S.D. 57445

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

Price 0.06/lb.

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
11791	1-18-01	Sunflowers	14,800.00	.06	
11777	1-5-01	Sunflowers	47,532.00		
11775 Rep	1-3-01	Sunflowers	50,090.80		
11512	1-3-01	Sunflowers	50,952.00		
11513	1-5-01	Sunflowers	48,422.40		
11546	2-12-01	Sunflowers	47,55.00		
11549	2-13-01	Sunflowers	49,255.00		

Explanation of Claim

I, Steve Andera farm for a corporation under the name of Peace of South Dakota who owned grain that I hauled to Wheeler Inc that has not been paid for at this time and I filed a proof of claim with the U.S Bankruptcy court

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Steve Andera
Signature of Claimant

8-14-01
Date

PO Box 455
Street/PO Box

Presho, SD 57568
City/State/Zip

605-895-2306
Telephone

RECEIVED
AUG 14 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Subscribed and sworn to me this 14th day of August, 2001

Notary Mary L Deichert

County of: Hughes

State of: South Dakota

MARY L DEICHERT, Notary Public
My Commission Expires
July 26, 2004

Commission Expires:

ASSEMBLY SHEET

/HEETCO
O BOX 668
?OTON, SD
57445
;97-8111

Pounds Per Bu.	by
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

ame ENCO OF SD

Type O SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # / Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb/Bu	Net	
71 1/12/01 30TW	80,000	30,600	49,400	3.00%	1,482.00	0	47,918.00		
1/18/01 32TW	87,920	32,660	55,260	3.00%	1,657.80	0	53,602.20		
1/13/01	79,540	30,540	49,000	3.00%	1,470.00	0	47,530.00		
75 1/13/01	81,680	30,040	51,640	3.00%	1,549.20	0	50,090.80		
UP	29,680	8,080	21,600	3.00%	648.00	0	20,952.00		
12 1/25/01	80,640	30,720	49,920	3.00%	1,497.60	0	48,422.40		
13 1/25/01	79,140	29,480	49,660	3.50%	1,738.10	0	47,921.90		
	0	0	0	0.00%	0.00	0	0.00		
	0	0	0	0.00%	0.00	0	0.00		
	0	0	0	0.00%	0.00	0	0.00		
	0	0	0	0.00%	0.00	0	0.00		
	0	0	0	0.00%	0.00	0	0.00		
	518,600	192,120	326,480			0			

TAL AMOUNT DUE

Deductions
Checkoff SUNFLOWER CHECKOFF
Misc

T AMOUNT DUE

PD CK NO 2434 AMOUNT 4923.04

PD CK NO _____ AMOUNT _____

NTRACT
MENTS
ntract#

Beginning Contract Amount (Lbs/Bu)
Total Settled Amount 315,332.10 # (Bu)
Left to be Settled

SIGNATURE

Larry Wheeling Owner of Wheetco Date

05/09/2001 15:53 6053978361 WHEETCO INC PAGE 01

ASSEMBLY SALE

3292

'HEETCO
O BOX 668
BOTON, SD
57445
05-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

ame: FENCO OF SD

rain Type: ED FLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
1846 2/12/01 31TW	80,940	31,140	49,800	2.50%	1,245.00	0	48,555.00	$0.0600	$2,913.30
1849 2/13/01 31TW	77,620	26,840	50,780	3.00%	1,523.40	0	49,256.60		$2,955.40
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	158,560	57,980	100,580		2,768.40	0	97,811.60		$5,868.70

gross Net

TOTAL AMOUNT DUE $5,868.696

LESS: Deductions

Checkoff SUNFLOWER CHECKOFF $29.34

Misc.

Bal. due.

NET AMOUNT DUE $5,839.353

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	97,811.60 #/BU
Left to be Settled	-97811.6 #/BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

Loads hauled by Steve Anderson
to Wheeteo.
Trucking which was not paid
to Steve Anderson by Wheeteo

Ticket No.	lbs.	Rate	Date
11564	51,540	X .70¢	10\06\00
11565	55,280		10\06\00
11621	48,640		10\24\00
11758	46,720		1\09\01
11759	46,680		1\09\01
11763	46,300		1\10\01
1765	50,340		1\11\01
11766	48,680		1\11\01
11771	49,400		1\12\01
11813	49,920		1\25\0
1813	49,660		1\25\0
11791	55,360		1\18\0
11697	49,320		12\09\
11698	51,340		12\09\
11691	48,780		12\7\0
11692	49,580		12\7\0

$5,582.08
— 688.52 paid
= $93.56

GROSS
TARE 177200 lb 02:40 PM 12/07/00

129420 lb 05:06 PM 12/07/00

48780

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11691 DATE 12/7/00

NAME Steve Anderson
ADDRESS Pierre of South Dakota
TRUCKER Anderson
LOAD OF BO Sunflowers
MOIST
TEST WEIGHT
DOCKAGE
PRICE

WEIGHER

GROSS
TARE 173400 lb 02:41 PM 12/07/00

129820 lb 05:08 PM 12/07/00

49580

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11692 DATE 12/7/00

NAME Steve Anderson
ADDRESS Pierre of South Dakota
TRUCKER Anderson #2
LOAD OF BO Sunflowers
MOIST
TEST WEIGHT
DOCKAGE
PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 079240 lb 10:36 AM 12/09/00
TARE 029920 lb 12:37 PM 12/09/00

49320

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11697 DATE

NAME Perco of South Dakota

ADDRESS

TRUCKER Andersen

LOAD OF DD Soybeans

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 080100 lb 10:28 AM 12/09/00
TARE 028760 lb 12:38 PM 12/09/00

51340

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11698 DATE 12-9-00

NAME Perco of South Dakota

ADDRESS

TRUCKER Anderson

LOAD OF DD Soybeans

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 108 7920 LB 01:38 PM 01/18/01

TARE 53260 LB 08:27 AM 01/18/01

55260

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

11791 DATE 1/18/01

NAME: Terco of SD

ADDRESS

TRUCKER Anderson

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

GROSS [illegible] lb 10:46 AM 01/25/01
TARE 113007200 lb 12:41 PM 01/25/01

49920

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11812 DATE

NAME Peneo of South Dakota

ADDRESS

TRUCKER Ken

LOAD OF B O S Flaver

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

GROSS
TARE [illegible] lb 10:46 AM 01/25/01

49660

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11813 DATE

NAME Peneo of South Dakota

ADDRESS

TRUCKER Justin

LOAD OF B O S Flaver

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS
TARE

48,680

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11766 DATE 1/11/01

NAME Steve Anderson

ADDRESS

TRUCKER Red Cab over

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE Driver on

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS
TARE

49,400

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11771 DATE 1/12/01

NAME Penco of SD

ADDRESS

TRUCKER Anderson

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

C.S

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 1174280 16 03:12 PM 01/10/01
TARE

1129910 16 04:27 PM 01/10/01

46,300

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11763 DATE

NAME Anderson

ADDRESS

TRUCKER Dustin

LOAD OF BO Flowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS
TARE

0804410 16 10:15 AM 01/11/01

0801100 16 12:57 PM 01/11/01

50340

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11765 DATE 1/11/01

NAME Steve Anderson

ADDRESS

TRUCKER

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE Driver off

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS [illegible] lb 08:16 AM 01/09/01
TARE [illegible] lb 05:09 PM 01/09/01

46,720

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11758 DATE 1/9/01

NAME Steve Anderson

ADDRESS _____

TRUCKER _____

LOAD OF BO Sunflowers

MOIST _____

TEST WEIGHT _____

DOCKAGE _____

PRICE _____

_____
WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS
TARE [illegible] lb 08:16 PM 01/09/01

[illegible] lb [illegible] AM 01/10/01

46,680

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11759 DATE 1/9/01

NAME Steve Anderson

ADDRESS _____

TRUCKER Anderson

LOAD OF Bo Sunflowers

MOIST _____

TEST WEIGHT _____

DOCKAGE Pinkerton

PRICE _____

_____
WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 078820 lb 10:51 AM 10/24/00
TARE

080180 lb 11:56 AM 10/24

48640

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11621 DATE 10/24/00

NAME Steve Anderson Farms

ADDRESS Anderson

TRUCKER: [illegible]

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS [illegible]

TARE

[illegible]

51540

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

11564

DATE 10/6/00

NAME Steve Anderson

ADDRESS

TRUCKER Anderson

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS [illegible]

TARE

[illegible]

55280

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

11565

DATE 10/6/00

NAME Steve Anderson

ADDRESS

TRUCKER Anderson

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

on MEC

WEIGHER

UNITED STATES BANKRUPTCY COURT
District of South Dakota

Debtor's name: Wheaton, Inc.	Case number: 00-10106 Chapter: 7	Please see the instructions that accompany this form for definitions and guidance on completing a proof of claim.
Creditor's name: Steve Andersen	Debtor's account or I.d. number:	This form should not be used to make a claim for an administrative expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.
Send notices to (name and address): Steve Andersen PO Box 458 Presho, SD 57568 Phone number: (605) 895-2306 Fax number: (605) 895-2356	☐ Check this box if you are aware that someone else has filed a proof of claim relating to your claim. ☒ Check this box if you have never received a notice from the bankruptcy court in this case. ☐ Check this box if your address differs from the address on the envelope sent to you by the bankruptcy court.	☐ Check this box if this claim is intended to replace a previously filed claim ☐ Check this box if this claim is intended to amend a previously filed claim Date of previously filed claim:

1. Basis for claim (check all that apply and use "Other" to describe any claim not fitting within one of the listed categories):

☐ Goods sold
☒ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Pension benefits (per 11 U.S.C. §1114(a))
☐ Wages, salaries, or compensation, for services performed (insert dates): From: To:
Your SSN: 503-60-4101
☐ Other (describe):

2. Date(s) debt incurred:

3. Date(s) of any judgment:

4. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: $ _____ (a. Secured) + $ 4,894.08 (b. Unsecured) + $ _____ (c. Priority) = $ _____ TOTAL (a+b+c)

(If other than "0", complete no. 5 below) (If other than "0", complete no. 6 below)

☐ Check this box if claim includes interest or other charges. Attach itemized statement of all interest and other charges.

5. SECURED CLAIM. Check the appropriate box(es), if your claim is secured by:

☐ Real estate
☐ Motor vehicle(s)
☐ Other collateral (describe):

Value of collateral: $

Arrearage and other charges at the time the case was filed included in secured claim, if any: $

6. PRIORITY CLAIM. Check the appropriate box(es), if your claim is for:

☐ Wages, salaries, or commissions (up to $4,650*) earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
☐ Deposits (up to $2,100*) toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(5).
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
☐ Other (describe and specify applicable paragraph of 11 U.S.C. § 507):

* *Amounts are subject to adjustment on 4/1/2004 and every three years thereafter with respect to cases filed on or after the date of the adjustment.*

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7. CREDITS: The amount of all payments on this claim has been credited and deducted for the purpose of making this claim.
8. SUPPORTING DOCUMENTS: *Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien.* DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.
9. DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and a copy of this proof of claim.

RECEIVED/FILED JUN 1 5 28 AM '01 U.S. BANKRUPTCY COURT DIST OF SOUTH DAKOTA CLERK

THIS SPACE IS FOR COURT USE ONLY

Date and sign:
Steve Andersen 6-1-01
Print your name and title, if any:

UNITED STATES BANKRUPTCY COURT
District of South Dakota

Debtor's name: Wireless, Inc.	Case number: 00-10168 Chapter: 7	Please see the instructions that accompany this form for definitions and guidelines on completing a proof of claim.
Creditor's name: PENCO of SD	Debtor's account or I.d. number:	This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.
Send notices to (name and address): PENCO of SD C/o Steve Andersen PO Box 158 Presho, SD 57568 Phone number: (605) 895-2306 Fax number: (605) 895-2356	☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. ☒ Check this box if you have never received a notice from the bankruptcy court in this case. ☐ Check this box if your address differs from the address on the envelope sent to you by the bankruptcy court.	☐ Check this box if this claim is intended to replace a previously filed claim. ☐ Check this box if this claim is intended to amend a previously filed claim. Date of previously filed claim:

1. Basis for claim (check all that apply and use "Other" to describe any claim not fitting within one of the listed categories):

☒ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Retiree benefits (per 11 U.S.C. §1114(a))
☐ Wages, salaries, or compensation, for services performed (insert dates):
From: To:
Your SSN: 46-0437601
☐ Other (describe):

2. Date(s) debt incurred:

3. Date(s) of any loan:

4. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED:

$	+	$ 19,742.64	+	$	=	$
a. Secured (if other than "0", complete no. 5 below)		b. Unsecured		c. Priority (if other than "0", complete no. 6 below)		TOTAL (a+b+c)

☐ Check this box if claim includes interest or other charges. Attach itemized statement of all interest and other charges.

5. SECURED CLAIM. Check the appropriate box(es), if your claim is secured by:

☐ Real estate
☐ Motor vehicle(s)
☐ Other collateral (describe):

Value of collateral: $

Arrearage and other charges at the time the case was filed included in secured claim, if any: $

6. PRIORITY CLAIM. Check the appropriate box(es), if your claim is for:

☐ Wages, salaries, or commissions (up to $4,650*) earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
☐ Deposits (up to $2,100*) toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
☐ Other (describe) (see specify applicable paragraph of 11 U.S.C. § 507):

* Amounts are subject to adjustment on 4/1/2004 and every three years thereafter with respect to cases filed on or after the date of the adjustment.

92

7. CREDITS: The amount of all payments on this claim has been credited and deducted for the purpose of making this claim.

8. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9. DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and a copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

RECEIVED/FILED
JUN 1 9 28 AM '01
CLERK
U.S. BANKRUPTCY COURT
DISTRICT OF SOUTH DAKOTA

Date and sign:
Steve Andersen 6-1-01
Print your name and title (if any):

IAL

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Densley Zambo, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheetco Inc located at Groton, S.D 57445

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

Scale Ticket No.	Date	Kind of Grain	~~Bushels~~ LBS	Price	Lien Holder (print N/A if no liens)
11438	8/29/00	Sunflowers	40,100	$0.0665	N/A
11451	8/30/00	Sunflowers	39,420	$0.0665	N/A
11466	9/05/00	Sunflowers	41,980	$0.0665	N/A

Explanation of Claim:

We hauled the sunflowers in, then the last (the 4th) load was on 9/8/00. Time 7:57 AM Weighed back 8:53 Received Chap 7 Notice @ 2:P.M the same day. This load was paid after Wheetco was in cash basis on 9/22/00. These 3 loads were not pd.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

RECEIVED
AUG 16 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Densley Zambo
Signature of Claimant

8-15-001
Date

41007 150th ST
Street/PO Box

Conde S.D 57434
City/State/Zip

(605) 382-5220
Telephone

Subscribed and sworn to me this 15 day of August, 2001.

Notary Pamela Carrico

County of: Spink

State of: South Dakota

Commission Expires: 1-31-2006

GROSS 061480 lb 08:47 AM 08/29/00
TARE 029380 lb 10:30 AM 08/29/00

40,100

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11438 DATE 8/29/00
NAME: Arden Zambo
ADDRESS:
TRUCKER: Densley
LOAD OF BO Sunflowers
MOIST
TEST WEIGHT
DOCKAGE
PRICE
WEIGHER

GROSS 071720 lb 08:54 AM 09/05/00
TARE 029740 lb 10:06 AM 09/05/00

41980

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11466 DATE 9/5/00
NAME: Densley Zambo
ADDRESS:
TRUCKER: Zambo
LOAD OF BO Sunflowers
MOIST
TEST WEIGHT
DOCKAGE
PRICE
WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF
[illegible]

GROSS 029800 lb 08:11 AM [illegible]
TARE

39420

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11451 DATE 8/30/00
NAME: Densley Zambo
ADDRESS:
TRUCKER:
LOAD OF BO Sunflowers
MOIST
TEST WEIGHT
DOCKAGE
PRICE
WEIGHER

IAM

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Holyoke Coop Association, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheetco located at Groton, SD.

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
Holyoke Coop 6093	12/6/00	White proso millet	1061.43	5.50/bu	N/A
6094	12/9/00	White proso millet	975.39	5.50/bu	N/A
6095	12/9/00	White proso millet	1111.43	5.50/bu	N/A

Explanation of Claim:

We sold three truck loads of millet to Wheetco picked up @ Holyoke, Co

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

RECEIVED
AUG 16 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Holyoke Coop Association
Signature of Claimant GRAIN Merchandiser

8/13/01
Date

Box 118
Street/PO Box

Holyoke, Co 80734
City/State/Zip

970-854-2254
Telephone

Subscribed and sworn to me this 14 day of August, 2001.

Notary Richard K. Cuny

County of: Phillips

State of: Colorado

Commission Expires: 5/14/2005

RIGINAL COPY

HOLYOKE CO-OP

Holyoke Co-operative Association
Holyoke, Colorado
970-854-2254
UNITED STATES WAREHOUSE ACT
Grain Inspection and Weight Certificate
(Inspection Not Valid for Purposes of the United States Grain Standards Act)
HWY. 6 LOCATION

DATE: 12/26/2000
COMMODITY: MILLET

GROSS LBS: 79,860 lb
TARE LBS: 26,680 lb
NET LBS: 53,180 lb

BUSHELS: 1,063.60
DOCK: lb.
SHRINK: lb.
NET BUSHELS: 1061.48

OUTBOUND
Pit #: 02

TIME OUT: 14:05
TIME IN: 13:31

DISPOSITION: 11
SOLD POS: 80

Prefix 20 NON NEGOTIABLE
TICKET NO#: 0060933

CUSTOMER CAK #:
CUSTOMER NO: 666050
WHEETCO
CONTRACT NO:

** GRADE FACTORS **

TEST WEIGHT	53.60 lb
MOISTURE	8.20 %
DOCKAGE	.20 %
DEFECTS	

EXCEPTIONS: DOCK
COMMENTS:

VEHICLE: V &G #97
DRIVER:
DRIVER ON: N

Driver's Signature

I hereby certify that I hold a license under the United States Warehouse Ac and the regulations for grain warehouses thereunder, to inspect, grade an weigh the kind of grain covered by this certificate; that on the date and at th place shown hereon I inspected, graded and weighed the lot or parcel of grai identified hereon, stored or to be stored in the warehouse named hereon, warehouse licensed under said Act and regulations; and that the grade of sai grain according to the official grain standards of the United States, and the ne weight thereof including dockage, if any, were as stated hereon.

INSPECTOR/WEIGHER: RH

Deliver this to the warehouseman, and secure in lieu a warehouse receipt.

THANK YOU FOR YOUR BUSINESS!

RIGITAL COPY

HOLYOKE CO-OP

Holyoke Co-operative Association
Holyoke, Colorado
970-854-2254
UNITED STATES WAREHOUSE ACT
Grain Inspection and Weight Certificate
(Inspection Not Valid for Purposes of the United States Grain Standards Act)
HWY. 6 LOCATION

DATE: 12/29/2000 DUPLICATE

O U T B O U N D

Prefix 20 NON NEGOTIABLE
TICKET NO#: 0060944

COMMODITY: MILLET Pit #: 02

GROSS LBS: 79,040 lb MAN WT TIME OUT: 11:56
TARE LBS: 29,880 lb MAN WT TIME IN: 11:13
NET LBS: 49,160 lb

CUSTOMER CAK #:
CUSTOMER NO: 666050
WHEETCO
CONTRACT NO:

BUSHELS: 983.20
DOCK: lb.
SHRINK: lb.
NET BUSHELS: 975.34

DISPOSITION: 11
SOLD POS: 80

** GRADE FACTORS **

TEST WEIGHT	53.60 lb
MOISTURE	8.30 %
DOCKAGE	.80 %
DEFECTS	

EXCEPTIONS: DOCKAGE
COMMENTS:

VEHICLE: V&S #22
DRIVER:
DRIVER ON: N

Driver's Signature

I hereby certify that I hold a license under the United States Warehouse Act and the regulations for grain warehouses thereunder, to inspect, grade and weigh the kind of grain covered by this certificate, that on the date and at the place shown hereon I inspected, graded and weighed the lot or parcel of grain identified hereon, stored or to be stored in the warehouse named hereon, a warehouse licensed under said Act and regulations, and that the grade of said grain according to the official grain standards of the United States and the net weight thereof including dockage, if any, were as stated hereon.

INSPECTOR/WEIGHER: SY

Deliver this to the warehouseman, and secure in lieu a warehouse receipt.

THANK YOU FOR YOUR BUSINESS!

ORIGINAL COPY

HOLYOKE CO-OP

Holyoke Co-operative Association
Holyoke, Colorado
970-854-2254
UNITED STATES WAREHOUSE ACT
Grain Inspection and Weight Certificate
(Inspection Not Valid for Purposes of the United States Grain Standards Act)
HWY. 6 LOCATION

DATE: 12/29/2000

DUPLICATE
O U T B O U N D
Pit #: 02

Prefix 20 NON NEGOTIABLE
TICKET NO#: 0060945

COMMODITY: MILLET

GROSS LBS: 88,320 lb MAN WT
TARE LBS: 31,900 lb MAN WT

TIME OUT: 12:19
TIME IN: 12:17

CUSTOMER CAK #:
CUSTOMER NO: 666050
WHEETCO
CONTRACT NO:

NET LBS: 56,420 lb

BUSHELS: 1,128.40
DOCK: lb.
SHRINK: lb.
NET BUSHELS: 1111.48

DISPOSITION: 11
SOLD POS: 80

** GRADE FACTORS **

TEST WEIGHT	53.30 lb
MOISTURE	7.10 %
DOCKAGE	1.50 %
DEFECTS	

EXCEPTIONS: DOCK
COMMENTS:

I hereby certify that I hold a license under the United States Warehouse Ac and the regulations for grain warehouses thereunder, to inspect, grade an weigh the kind of grain covered by this certificate; that on the date and at th place shown hereon I inspected, graded and weighed the lot or parcel of grai identified hereon, stored or to be stored in the warehouse named hereon, warehouse licensed under said Act and regulations; and that the grade of sai grain according to the official grain standards of the United States, and the ne weight thereof including dockage, if any, were as stated hereon.

VEHICLE: L [illegible] O #12
DRIVER:
DRIVER ON: N

Duane Lukert
Driver's Signature

INSPECTOR/WEIGHER: SY

Deliver this to the warehouseman, and secure in lieu a warehouse receipt.

THANK YOU FOR YOUR BUSINESS!

IAN

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Fred Eisenbraun, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheatco Inc located at Box 668 Groton S.D.

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
	Jan 31-2001	Safflower	48,500 lbs	.12 cwt	First Western Bank

RECEIVED
AUG 20 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

I Sold Safflower to Larry Wheaton over the phone. Zing Trucking of Rapid City picked it up on farm. Jan 31-2001

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Fred Eisenbraun
Signature of Claimant

Aug 15-2001
Date

19262 213 St
Street/PO Box

Creighton S.D. 57729
City/State/Zip

605-457-2543
Telephone

Subscribed and sworn to me this 15 day of August, 2001.

Notary Dana A Eisenbraun

County of: Pennington

State of: South Dakota

Commission Expires: April 21, 2006

1A0

VON WALD LAW OFFICES

4303 4TH AVENUE
P.O. BOX 155
SELBY, SOUTH DAKOTA 57472-0155

JOHN R. VON WALD
LISA M. VON WALD

Telephone: 605-649-7603
FAX: 605-649-6228
E-mail: selbylaw@westriv.com

August 16, 2001

RECEIVED

AUG 2 0 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501-5070

Re: Wheetco, Inc. – Claim by RDZ Farms, Inc.

Dear Sirs:

Enclosed please find a Proof of Claim for Cash Grain regarding the above-entitled matter.

Sincerely,

VON WALD LAW OFFICES

John R. Von Wald

JRVW/pmg
Enclosure

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Robert D. Zabel, as President of RDZ Farms, Inc. the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheetco, Inc. located at Groton, South Dakota

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)

RECEIVED
AUG 2 0 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

I had sold grain to Wheetco, Inc., and received checks for the same, however one check came back as a stopped payment and the other came back as insufficient funds. I have attached copies of the same.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

X RDZ Farms Inc By Robert D Zabel pres.
Signature of Claimant

8-15-01
Date

P.O. Box 415
Street/PO Box

Selby, SD 57472-0415
City/State/Zip

(605) 649-7294
Telephone

Subscribed and sworn to me this 15 day of August, 2001.

Notary Glen D Vondrasek

County of: Walworth

State of: SD

Commission Expires: Sept 7, 2001

SEPTEMBER 13, 2000

BANK WEST
P O BOX 998
PIERRE, SD 57501
605-224-7391

ROZ FARMS INC
ROBERT OR DARLEEN ZABEL
PO BOX 435
SELBY SD 57472

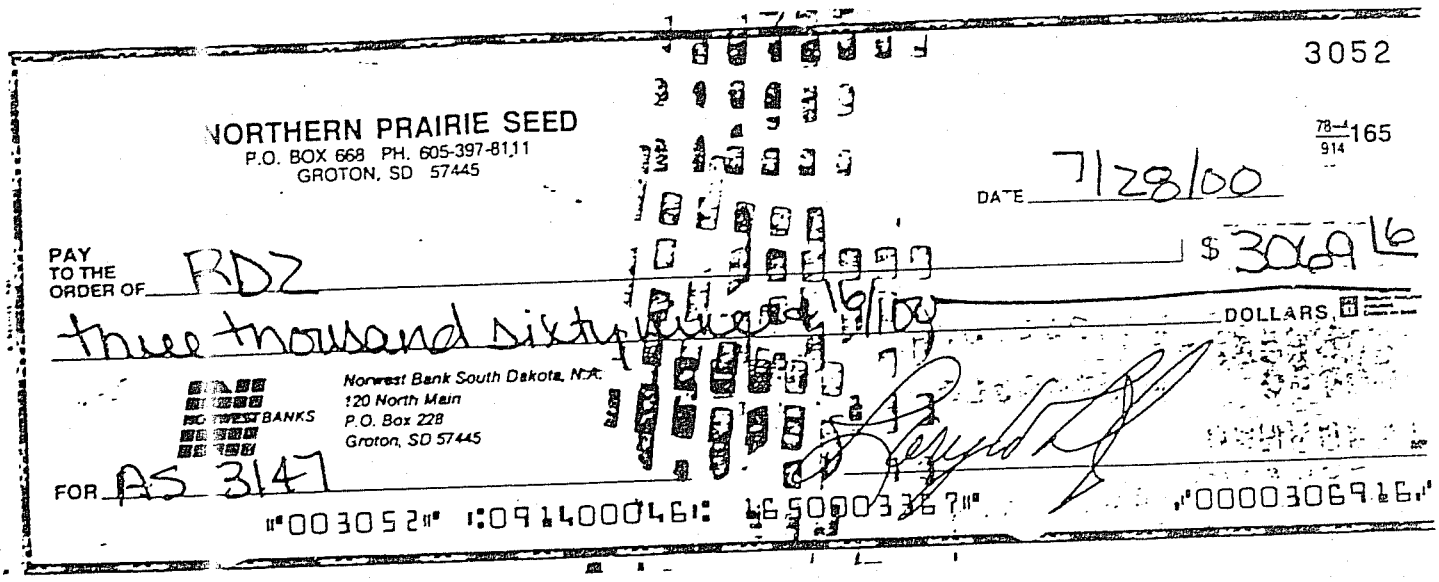
DEAR CUSTOMER:

THIS IS TO INFORM YOU THAT THE ITEM DESCRIBED BELOW HAS BEEN RETURNED TO US UNPAID BY THE FINANCIAL INSTITUTION UPON WHICH IT IS DRAWN.

AMOUNT OF ITEM:	$2209.84
REASON RETURNED:	NOT SUFFICIENT FUNDS
DRAWN ON:	NORWEST BANK
DRAWN BY:	NORTHERN PRAIRIE SEED

YOUR ACCOUNT NUMBER 1020089770 HAS BEEN CHARGED AND THE ITEM IS ENCLOSED HEREWITH.

IF YOU HAVE ANY QUESTIONS WITH REGARD TO THIS ENTRY, PLEASE DO NOT HESITATE TO CALL BANKWEST INC AT 605-224-7391.



3052

NORTHERN PRAIRIE SEED
P.O. BOX 668 PH. 605-397-8111
GROTON, SD 57445

78-4/914 165

DATE 7/28/00

PAY TO THE ORDER OF RDZ $ 3069 16

three thousand sixty nine & 16/100 DOLLARS

NORWEST BANKS
Norwest Bank South Dakota, N.A.
120 North Main
P.O. Box 228
Groton, SD 57445

FOR AS 3147

⑈003052⑈ ⑆091400046⑆ 1650003367⑈ ⑈0000306916⑈

SEPTEMBER 13, 2000

BANK WEST
P O BOX 998
PIERRE, SD 57501
605-224 7391

RDZ FARMS INC
ROBERT OR DARLEEN ZABEL
PO BOX 115
SELBY SD 57472

DEAR CUSTOMER:

THIS IS TO INFORM YOU THAT THE ITEM DESCRIBED BELOW HAS BEEN RETURNED TO US UNPAID BY THE FINANCIAL INSTITUTION UPON WHICH IT IS DRAWN.

AMOUNT OF ITEM:	$3069.15
REASON RETURNED:	PAYMENT STOPPED
DRAWN ON:	NORWEST BANK
DRAWN BY:	NOTHERN PRAIRIE SEED CO

YOUR ACCOUNT NUMBER 1020089770 HAS BEEN CHARGED AND THE ITEM IS ENCLOSED HEREWITH.

IF YOU HAVE ANY QUESTIONS WITH REGARD TO THIS ENTRY, PLEASE DO NOT HESITATE TO CALL BANKWEST INC AT 605-224-7391.

3051

NORTHERN PRAIRIE SEED
P.O. BOX 668 PH. 605-397-8111
GROTON, SD 57445

78-4/914 165

DATE 7/28/00

PAY TO THE ORDER OF RDZ

STOP PAYMENT

$ 3069.15

three thousand sixty nine & 15/100 DOLLARS

Norwest Bank South Dakota, N.A.
120 North Main
P.O. Box 228
Groton, SD 57445
NORWEST BANKS

FOR AE 3147

⑈003051⑈ ⑆091400046⑆ 165000336⑈ ⑈0000306915⑈

IAP

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Gaylon Goldin, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheetco located at PO Box 669 Groton SD. 57445

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
11302	7-26-00	Sunflowers	34,540#	0.0675	NA
11304	7-27-00	" "	36,632	0.0675	NA

RECEIVED
AUG 21 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

Sold sunflowers and got checks but never enough money in bank to cash checks

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Gaylon Goldin
Signature of Claimant

8-20-01
Date

39660 148Th
Street/PO Box

Stratford So Dak 57474
City/State/Zip

605-382-5663
Telephone

Subscribed and sworn to me this 20th day of August 2001.

Notary [signature]

County of: Spink

State of: So Dak

Commission Expires: 9-23-03

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS
TARE

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11304 DATE

NAME

ADDRESS:

TRUCKER:

LOAD OF

MOIST

TEST WEIGHT 30

DOCKAGE 5%

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS
TARE

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11302 DATE 7/20/[illegible]

NAME

ADDRESS:

TRUCKER:

LOAD OF

MOIST

TEST WEIGHT 28

DOCKAGE 14%

PRICE [illegible]

WEIGHER

ASSEMBLY SHEET

3154

WHEETCO
O BOX 668
TON SD
57445
05-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

ame GAYLON GOLDEN

rain Type PO SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price
[illegible]TW	63,560	27,580	35,980	4.00%	1,439.20	0	34,540.80	$0.08[illegible]
[illegible]TW	66,060	27,500	38,560	5.00%	1,928.00	0	36,632.00	
	0	0	0	0.00%	0.00	0	0.00	
	0	0	0	0.00%	0.00	0	0.00	
	0	0	0	0.00%	0.00	0	0.00	
	0	0	0	0.00%	0.00	0	0.00	
	0	0	0	0.00%	0.00	0	0.00	$0.00
	0	0	0	0.00%	0.00	0	0.00	$0.00
	0	0	0	0.00%	0.00	0	0.00	$0.00
	0	0	0	0.00%	0.00	0	0.00	$0.00
	0	0	0	0.00%	0.00	0	0.00	$0.00
	0	0	0	0.00%	0.00	0	0.00	$0.00
otals	129,620	[illegible]	74,540		[illegible]		71,172.80	$4,804.16

OTAL AMOUNT DUE $4,804.164

ESS Deductions
Checkoff
Misc.

ET AMOUNT DUE $4,782.812

PD CK NO 3057 AMOUNT 2391.41

PD CK NO 3058 AMOUNT 2391.46

ONTRACT
ETTLEMENTS
ontract#

Beginning Contract [illegible] Lbs/Bu)

Total Settled Amount

Left to be Settled

GNATURE

Larry Wheeting, Owner of Wheetco, Date

IAQ

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Paoli Farmers Coop, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheetco, Inc. located at 210 6th St. North Groton, SD 57445.

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
10116	11/01/00	Red Proso	51060#	5.75CWT	N/A

RECEIVED
AUG 2 2 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

Sold and Delivered to Wheetco and not paid

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Paoli Farmers Coop by H. D. Dobson
Signature of Claimant General Manager

8/20/01
Date

Box 5649
Street/PO Box

Paoli, CO 80746
City/State/Zip

(970) 774-7234
Telephone

Subscribed and sworn to me this 20th day of August, 2001.

Notary Nanette L. Austen

County of: Sedgwick

State of: Colorado

Commission Expires: 1/26/04

TO: 11-03-00

PAOLI COOP
[illegible] 5074[illegible]
PHONE: [illegible]
SALES INVOICE

INVOICE #: 54-7

PROCESSOR REF. #:

ACCOUNT #: [illegible]

Kneetra Inc.
P.O. Box 662
210 9th St. North
Groton SD 57445

COMMODITY: RE. PROC.

PACKET #	NET	UNITS	DOCKED UNITS	ADJUSTED UNITS	CONTRACT #	APPLIED UNITS	PRICE	TOTAL DISCOUNT	NET PRICE	PROCEED
[illegible]116	51,[illegible]	51,[illegible] LBS	.00	51,[illegible]	10[illegible]	51,[illegible]	.05750		.05750	[illegible]
[illegible]GIN: PAOLI COOP		DESTINATION: GROTON		SD						
[illegible] DATE: 11-01-00		B/L #: [illegible]	REF #: [illegible]							
		51,[illegible]	.00			51,[illegible]				

TOTAL PROCEEDS [illegible]
[illegible]
[illegible]

[illegible]

PURCHASE ☐ STORAGE ☐

PAOLI, COLORADO 80746
UNITED STATES WAREHOUSE ACT
GRAIN INSPECTION AND WEIGHT CERTIFICATE
(Inspection Not Valid For Purposes of the United States Grain Standards Act)

OUTGOING 10110

Test Wt. _____

Moisture _____

Protein _____

Discount _____

Grade U.S. No. _____

Driver _____ ☐On ☒Off

Customer's Name _____

Address _____

Commodity _____ BOL No. _____

Carrier _____ Contract No _____

GROSS

TARE

NET 51060

I hereby certify that I hold a license under the United States Warehouse Act, and the regulations for grain warehouses thereunder to inspect, grade and weigh the kind of grain covered by this certificate, that on the above date and at the above place I inspected, graded and weighed the following lot or parcel of grain stored or to be stored in the PAOLI CO-OP ELEVATOR, Paoli, Colo., a warehouse licensed under said Act and regulations, and that the grade of said grain according to the official grain standards of the United States, and the net weight thereof including dockage, if any, were as stated hereon.

_____
LICENSED INSPECTOR & WEIGHER

It is a condition of issuance hereof that the warehouseman may at his option and at the expense of the owner thereof move this commodity to another position either within or without the State of Colorado. This Document is a memorandum of the type referred to in Section 4-6-1-7 of the 1953 Colorado Revised Statutes. It is not a warehouse receipt, nor is it to be considered as such.

Unless indicated below, the status under which this commodity has been accepted will be determined later.

LBS. NET @ _____ Per Cwt. Amount _____

BU. NET @ _____ Per Bu Amount _____

Paoli Farmers Coop Elevator Co.
P.O. Box 5649
Paoli, Colorado 80746
(970) 774-7234

004588

TRUCK SHIPMENT LADING

SHIPPED FROM				SHIPPED TO		
SHIPPER:				CONSIGNEE:		
ORIGIN:				DESTINATION ELEV:		
DATE LOADED:		SHIPPER'S CONT. NO.:		LOCATION:		
GRAIN LOADED:				DATE UNLOADED:	BUYER'S CONT. NO.:	
LOADING SCALE TICKET NO.:				UNLOADING SCALE TICKET NO.:		
FREIGHT CHARGES	WEIGHTS			CARRIER		
PER BUS.		LOADING	UNLOADING	FIRM NAME:		
PREPAID ( )	GROSS			DRIVER'S NAME:		
COLLECT ( )	TARE			DRIVER'S ADDRESS:		
	NET			DRIVER'S LICENSE NO.:	STATE:	
	BUS			DRIVER'S SOC. SEC. NO.:		
VOUCHER NO.				LICENSE NO.	TRACTOR:	MAKE
AMOUNT PAID $	LOSS IN TRANSIT				TRAILER:	MAKE:
SHIPPERS SIGNATURE				DRIVER'S SIGNATURE		

KANSAS GRAIN INSPECTION SERVICE, INC.
CERTIFICATE

ORIGINAL
NOT NEGOTIABLE

KS 09927

ISSUED AT HAXTUN, CO

DATE OF SERVICE 11/06/2000

I hereby certify that the sample identified in this certificate was examined by an authorized employee of the Kansas Grain Inspection Service, Inc. and found to be as stated below

[X] ORIGINAL INSPECTION [ ] REINSPECTION

QUANTITY OF GRAIN IN SAMPLE	IDENTIFICATION OF SAMPLE
2016 GRAMS	TK# 10116

LOCATION: PAOLI FARMERS COOP — PAOLI, COLORADO

GRADE AND KIND: NO. 1 RED PROSO MILLET — DOCKAGE: 0.3%

TW	M	PURE
58.0 LBS	12.0%	99.7%

REMARKS

110600 PAOLI FARMERS COOP 170.0

NAME OR SIGNATURE: MARK JOHNSON BY MJ

THE SERVICES REPORTED ON THIS CERTIFICATE SHALL BE PERFORMED ONLY BY PERSONS APPOINTED BY THE PRESIDENT OF KANSAS GRAIN INSPECTION SERVICE, INC.

Wheetco, Inc.
300 East Railroad Avenue
Box 668
Groton, SD 57445
605-397-8111/FAX 605-397-8361

BILL OF LADING

№ 22274

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading

FROM: WHEETCO, INC. AT: Groton, SD DATE: 11/1/00

The property described below in apparent good order except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination on its own road or its own water line or otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to C. Melchers & Co. Destination C & S Products
1790 32nd Ave South Fort Dodge, IA
Fargo, ND 58103
Phone No. 701-280-0061 800-373-2435
Delivering Carrier Lotta Trailer No.: License No.

No Packages	Kind of Package, Description of Articles, Special Marks, and Exceptions	WEIGHT	Class or Rate	Check Column
	1 Bulk Reclaimed Red Pellets	45000		

Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of Consignor)

If charges are to be prepaid, write or stamp here "To Be Prepaid."

Received $ _____ to apply in prepayment of the charges on the property described hereon.

Agent or Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges Advanced
$ _____

Shipper's imprint in lieu of stamp, not a part of a bill of lading approved by the Interstate Commerce Commission.

Contract Application/Notes

Contract # 3690

PU or Release # Rel # 210 Pallet IN ____ OUT ____

Pallets only ☐ Pallets & Shrink ☐ Floor Load ☐

Special Instructions: Delivery carrier must call 24 hours in advance for delivery appointment

CARRIER TO BE FULLY RESPONSIBLE AND ABSOLUTELY LIABLE FOR ANY LOSS OR DAMAGE TO THIS DESCRIBED CARGO REGARDLESS OF THE CIRCUMSTANCES OCCASIONING SUCH LOSS

The carrier acknowledges receipt of and the shipper acknowledges delivery to the carrier of grain of the kind, grade and quantity described above, which carrier shall carry and deliver to the destination prescribed above within three days from the date of loading at origin, unless otherwise specified.

Driver Brian Leigh

Wheetco, Inc., Shipper, per _____ Agent per _____
300 East Railroad Avenue Groton SD 57445

White - Mail Copy Yellow - Wheetco Copy Pink - Destination Copy Goldenrod - Trucker Copy

IAR

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, B+L GORMAN, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named WHEETCO INC located at Box 668 GROTON SD 57445

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
11325	8-2-00	Sunflowers	41340	6.75	FIRST STATE Bank of Gar
11341	8-4-00	"	43860	6.75	"
11353	8-7-00	"	44040	6.75	"
11456	9-1-00	"	51400	6.75	"
11437	8-29-00	"	44880	6.75	

RECEIVED
AUG 22 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

Sold sunflowers to Wheeto on cash sale at 6.75 hundred #
received 3 NSF checks also void
total due $14283.29

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

B+L Gorman by [illegible] general partner
Signature of Claimant

8-20-01
Date

8333 57th ST SE
Street/PO Box

Adrian ND 58472
City/State/Zip

701 685-2223
Telephone

Subscribed and sworn to me this 20 day of August, 2001.

Notary

County of: LAMOUR

State of: ND

Commission Expires: Feb 21 2002

DAWN TOAY
Notary Public, State of North Dakota
My Commission Expires Feb. 21, 2002
STATE OF NORTH DAKOTA
NOTARY PUBLIC SEAL

TIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

080140 lb 06:43 AM 09/01/00

ROSS

ARE

028740 lb 08:07 AM 09/01/00

51,400

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

11456 DATE 9/1/00

WE: B & L Goeman

DDRESS:

RUCKER:

AD OF BO Sunflowers

DIST

ST WEIGHT

OCKAGE

RICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 072080 lb 07:15 AM 08/29/00

TARE 028200 lb 08:30 AM 08/29/00

44,880

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

11437 DATE 8/29/00

NAME: B & L Goeman

ADDRESS:

TRUCKER: Jess Corp

LOAD OF BO Flowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

GROSS 069760 lb 07:34 AM 08/02/00

TARE 028420 lb 11:43 AM 08/02/00

41340

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11325 DATE 8/2/00

NAME: B+L Goerman

ADDRESS:

TRUCKER:

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT 25

DOCKAGE 5%

PRICE

WEIGHER

GROSS 072580 lb 06:24 AM 08/04/0

TARE 028720 lb 07:53 AM 08/04/00

43860

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11341 DATE 8/4/00

NAME: B + L Flowers

ADDRESS:

TRUCKER:

LOAD OF B O flowers

MOIST

TEST WEIGHT 26

DOCKAGE 5%

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 072760 lb 12:29 PM 08/07/00

TARE 028720 lb 01:59 PM 08/07/00

44040

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11353 DATE 8/7/00

NAME: B+L Flowers

ADDRESS:

TRUCKER:

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT 27.5

DOCKAGE 5%

PRICE

WEIGHER

/HEETCO
D BOX 668
TOTON, SD
57445
05-397-8111

[illegible]	[illegible]
32.00	Oats
0.00	Rye
00.00	Soybeans
0.00	Corn

ame: [illegible]

ain Type: SUNFLOWERS Check Cit[illegible] Apply to Contract #

Scale or Ref # / Date/Test Wgt	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist (0.00%)	Net Lb/Bu	Net Price	Total Due
325 8/02/00 25TW	65,760	28,420	41,340	5.00%	2,067.00	0	39,273.00	$0.0500	$1,963.65
341 8/04/00 25TW	72,960	28,720	44,240	5.00%	2,212.00	0	42,027.00		$2,101.35
353 8/07/00 27 5TW	73,080	28,720	44,360	5.00%	2,218.00	0	42,142.00		$2,107.10
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
[illegible]	[illegible]	85,800	129,940		6,497.00	0	123,442.00		$6,172.10

[illegible] $7,980.10

TAL AMOUNT DUE

SS: Deductions — SUNFLOWER CHECKOFF $30.00

Checkoff

Misc.

ET AMOUNT DUE $7,929.76

Price Add on 302.54

9232.30

PD. CK. NO 3067 AMOUNT 2609.92 -VOIDED

PD. CK. NO 3068 AMOUNT 2609.92 -VOIDED

PD. CK. NO 3069 AMOUNT 2609.92 -VOIDED

ONTRACT
ETTLEMENTS

ontract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	121,016.40 #/BU
Left to be Settled	-121,016.4 #/BU

IGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

/HEETCO
O BOX 668
TON, SD
57445
05-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

2181

8/31

ime: B& GORMAN

ain Type: BC FLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
437 8/29/00 31TW	73,080	28,200	44,880	6.00%	2,692.80	0	42,187.20	$0.0650	$2,742.17
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
ats	73,080	28,200	44,880		2,692.80	0	42,187.20		$2,742.17

OTAL AMOUNT DUE $2,742.168

ESS: Deductions
Checkoff SUNFLOWER CHECKOFF $12.66
Misc.

Price Add on

ET AMOUNT DUE $2,729.512
105.47
2834.0

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

ONTRACT
ETTLEMENTS
ontract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	42,187.20 #/BU
Left to be Settled	-42187.2 #/BU

GNATURE _____
Larry Wheeting, Owner of Wheetco, Date

Las 42 - .

ASSEMBLY SHEET

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3189

a/1

HEETCO
O BOX 668
ROTON, SD
57445
05-397-8111

ame: B&L GORMAN

rain Type: BC SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb /Bu	Net Price	Total Due
1456 9/01/00 34TW	80,140	28,740	51,400	4.00%	2,056.00	0	49,344.00	$0.0650	$3,207.36
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
tals	80,140	28,740	51,400		2,056.00	0	49,344.00		$3,207.36

TAL AMOUNT DUE $3,207.360

SS: Deductions

Checkoff SUNFLOWER CHECKOFF $14.80

Misc.

ET AMOUNT DUE $3,192.557

PD. CK. NO. _____ AMOUNT _____ Price Add on 123.3

PD. CK. NO. _____ AMOUNT _____ 3315.9

ONTRACT
ETTLEMENTS
ontract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	49,344.00 # / BU
Left to be Settled	-49344 # / BU

IGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

10738

3069

NORTHERN PRAIRIE SEED
P.O. BOX 668 PH. 605-397-8111
GROTON, SD 57445

165

DATE 8/11/00

PAY TO THE ORDER OF B. L. Gorman $ 2609 92

Two thousand six hundred nine and 92/100 DOLLARS

NSF - NSF - NSF

Norwest Bank South Dakota, N.A.
120 North Main
P.O. Box 228
Groton, SD 57445

NORWEST BANKS

FOR AS3159

Larry Wheeler

⑈003069⑈ ⑆091400046⑆ 1650003367⑈ ⑈0000260992⑈

3068

NORTHERN PRAIRIE SEED
P.O. BOX 668 PH. 605-397-8111
GROTON, SD 57445

165

DATE 8/11/00

PAY TO THE ORDER OF B. L. Gorman $ 2609 92

Two thousand six hundred nine and 92/100 DOLLARS

NSF - NSF - NSF

Norwest Bank South Dakota, N.A.
120 North Main
P.O. Box 228
Groton, SD 57445

NORWEST BANKS

FOR AS3159

Larry Wheeler

⑈003068⑈ ⑆091400046⑆ 1650003367⑈ ⑈0000260992⑈

3067

NORTHERN PRAIRIE SEED
P.O. BOX 668 PH. 605-397-8111
GROTON, SD 57445

165

DATE 8/11/00

PAY TO THE ORDER OF B. L. Gorman $ 2609 92

Two thousand six hundred nine and 92/100 DOLLARS

Norwest Bank South Dakota, N.A.
120 North Main
P.O. Box 228
Groton, SD 57445

NORWEST BANKS

FOR AS3159 - NSF

Larry Wheeler

⑈003067⑈ ⑆091400046⑆ 1650003367⑈ ⑈0000260992⑈

IAS

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, CARL Peterson, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named

Wheeting located at Groton, S. DAK

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
11426	8/23/01	SUN FLOWERS	45,105 LBS	.0685	NA

RECEIVED
AUG 22 2001
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Explanation of Claim:

I sent a 2nd load of Oil sunflowers to Wheeting for bird seed and didn't get paid

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Carl Peterson
Signature of Claimant

8-20-2001
Date

8047 55th St SE
Street/PO Box

Adrian N. Dak 58472
City/State/Zip

701-685-2615
Telephone

Subscribed and sworn to me this 20 day of August, 20 01.

Notary Rhonda Maine

County of: Stutsman

State of: ND

Commission Expires: RHONDA MAINE
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires DEC. 20, 2001

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3177 8/31

Name: CARL PETERSON

Grain Type: BO FLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
11426 8/23/00 31TW	74,360	27,860	46,500	3.00%	1,395.00	0	45,105.00	$0.0685	$3,089.69
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	74,360	27,860	46,500		1,395.00	0	45,105.00		$3,089.69

TOTAL AMOUNT DUE $3,089.693

LESS: Deductions
Checkoff SUNFLOWER CHECKOFF $13.53
Misc.

NET AMOUNT DUE $3,076.161

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	45,105.00 #/BU
Left to be Settled	-45105 #/BU

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

IAT

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Leo J. Naber, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheeler Bay 668 located at Groton SD 57445

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

Scale Ticket No.	Date	Kind of Grain	~~Bushels~~ lbs	Price	Lien Holder (print N/A if no liens)
11277	7-20-2000	WH - Millet	56840	$5.35 per bu	FCS (since released)
11286	7-20-2000	"	54350	5.35 per bu	FCS (since released)
11290	7-21-2000	"	39440	5.35 per bu	FCS (since released)

RECEIVED
AUG 2 2 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

Received checks (copies enclosed) which could not be negotiated due to a "stop payment" order.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Leo J Naber
Signature of Claimant

8-21-2001
Date

35406 SD Hiway 26
Street/PO Box

Orient SD 57467-5509
City/State/Zip

605-293-2498
Telephone

Subscribed and sworn to me this 21ST day of August, 2001.

(SEAL)

Notary

County of: Hand

State of: South Dakota

Commission Expires: 11/05/03

3027

NORTHERN PRAIRIE SEED
P.O. BOX 668 PH. 605-397-8111
GROTON, SD 57445

78-4/914 165

STOP PAYMENT

DATE 7/28/00

PAY TO THE ORDER OF Leo Naber and FCS $ 3287 78

Three thousand two hundred eighty seven and 78/100 DOLLARS

NORWEST BANKS
Norwest Bank South Dakota, N.A.
120 North Main
P.O. Box 228
Groton, SD 57445

FOR AS 3142

⑈003027⑈ ⑆091400046⑆ 1650003367⑈ ⑈0000328778⑈

Leo Naber

PAY TO THE ORDER OF
NORWEST BANK SOUTH DAKOTA, N.A.
SIOUX FALLS, SD
FOR DEPOSIT ONLY
Farm Credit Services/
Production Credit Association
Lending Office (Ctrl 3) 307
0830018868

09/21/00 01277 000 0830018868 ENDORSEMENT GUARANTEED
NORWEST MINNESOTA
091000019

0653461746

FEDERAL RESERVE BOARD OF GOVERNORS

3026

NORTHERN PRAIRIE SEED
P.O. BOX 668 PH. 605-397-8111
GROTON, SD 57445

78-4/914 165

STOP PAYMENT

DATE 7/24/00

~~PAY~~ TO THE ORDER OF Leo Naber and PCS $ 3287 78

Three thousand two hundred eighty seven and 78/100 DOLLARS

NORWEST BANKS
Norwest Bank South Dakota, N.A.
120 North Main
P.O. Box 228
Groton, SD 57445

FOR AS3142

Larry Wheaty

⑈003026⑈ ⑆091400046⑆ 1650003367⑈ ⑈0000328778⑈

Leo Naber

PAY TO THE ORDER OF
NORWEST BANK SOUTH DAKOTA, N.A.
SIOUX FALLS, SD
FOR DEPOSIT ONLY
Farm Credit Services/
Production Credit Association
Lending Office (Ctrl 3) 307
0830018868

1001 0030 CR TO A/C W/IN NAMED P
09/19/00 01276 000 0830018868 ENDORSEMENT GUARANTEED
NORWEST MINNESOTA
091000019
0853461745

FEDERAL RESERVE BOARD OF GOVERNORS, REG. CC

GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

081120 lb 02:07 PM 07/20/00

GROSS 024740 lb 02:29 PM 07/20/00
TARE

56380

WHEETCO INC.
Box 668 •• Groton, South Dakota 57445

11286 DATE 7/20/00

NAME: Leo Naber

ADDRESS:

TRUCKER:

LOAD OF White millet

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

ADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 081860 lb 07:45 AM 07/20/00
TARE
025020 lb 08:04 AM 07/20/00

56 840

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11277 DATE

NAME: Leo Wofer
ADDRESS: 35406 Hwy 26 Orent SD 57467
TRUCKER:
LOAD OF White Millet
MOIST
TEST WEIGHT
DOCKAGE
PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 065470 lb 09:20 AM 07/21/00

TARE 025320 lb 09:36 AM 07/21/00

39,440

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11290 DATE 7/21/00

NAME Leo Naber

ADDRESS:

TRUCKER: Naber

LOAD OF White millet

MOIST

TEST WEIGHT 18%

DOCKAGE 51

PRICE

WEIGHER

ASSEMBLY SHEET

7.5%

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: LEO NABER

Grain Type: WHITE MILLET Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wgh	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb/Bu	Net Price	Total Due
11277 7/20/00 57T V	81,860	25,020	56,840	22.00%	12,504.80	0	44,335.20	$0.0535	$2,371.93
11286 7/20/00 57T V	81,120	24,740	56,380	18.00%	10,148.40	0	46,231.60		$2,473.39
11290 7/21/00 57T V	64,760	25,320	39,440	18.00%	7,099.20	0	32,340.80		$1,730.23
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	227,740	75,080	152,660		29,752.40	0	122,907.60		$6,575.56

TOTAL AMOUNT DUE $6,575.557

LESS: Deductions
Checkoff
Misc.

NET AMOUNT DUE $6,575.557

PD CK NO _____ AMOUNT _____

PD. CK NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	122,907.60 #/BU
Left to be Settled	-122907.6 #/BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

IAU

Law Office of

BORMANN, BUCKMEIER, BAUER & TODD

116 Fourth Street West
Post Office Box 9
Mobridge, South Dakota 57601-0009
1-605-845-7282

A.N BUCKMEIER
LAURIE M. BAUER
DANIEL J. TODD

IVAN BORMANN,
Retired
FAX
(605) 845-7825
E-MAIL
bbbtlaw@westriv.com

August 21, 2001

Public Utilities Commission
500 E. Capitol Avenue
Pierre, SD 57501-5070

Gentlemen:

Re: Roger Vander Vorste

Find enclosed for Roger Vander Vorste the Proof of Claim for Cash Grain with attachments.

Sincerely,

BORMANN, BUCKMEIER, BAUER & TODD

Daniel J. Todd
DJT:lm

RECEIVED
AUG 22 2001
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Roger L. VanderVorst, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named

WHEETO, INC located at BOX 668 GROTON, S.D 57445

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
11288	7-21-00	Sun Flowers	40934.00	$7.25	—
11294	7-22-00	"	40826.30	7.25	—
11295	7-24-00	"	41807.00	7.25	—
11297	7-24-00	"	53875.00	7.25	—
11298	7-25-00	"	41748.80	7.25	—
11301	7-26-00	"	42059.20		—
11305	7-27-00	"	42355.60		—
11310	7-28-00	"	41081.40		—
11331	8-02-00	"	52077.20		—
11332	8-02-00	"	50038.80		
11340	8-03-00	"	50424.00		
11359	8-08-00	"	52550.40		

RECEIVED
AUG 22 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

Listed above is all sales. Copies of sales tickets are enclosed. A total of only $9,000.00 was received and $29,511.49 remains due and owing, which is acknowledged by Wheetco. See Wheetco correspondence of 10-11-00.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Roger L VanderVorst
Signature of Claimant

8-21-01
Date

705 4th AVE EAST
Street/PO Box

Mobridge SD. 57601
City/State/Zip

605-845-2695
Telephone

Subscribed and sworn to me this 21st day of August, 2001.

Notary

County of: Walworth

State of: South Dakota

Commission Expires:

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS [illegible]
TARE [illegible]

[illegible]

4/660

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11294 DATE 7/22/2000

NAME: Roger VanderVorst

ADDRESS:

TRUCKER:

LOAD OF Sunflowers

MOIST

TEST WEIGHT 32

DOCKAGE 2%

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

(3)

GROSS [illegible]
TARE [illegible]

4/3,360

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11288 DATE 7/21/00

NAME: Roger) VanderVorst

ADDRESS: Webster

TRUCKER: VanderVorst

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT 32

DOCKAGE 3%

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS [illegible]
TARE [illegible]

56120

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11297 DATE 7/24/00

NAME: Roger Vanderwal

ADDRESS:

TRUCKER:

LOAD OF DOS Flax

MOIST

TEST WEIGHT 33

DOCKAGE 4%

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS [illegible]
TARE [illegible]

113,100

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11295 DATE 7/24/00

NAME: Roger Vanderwal

ADDRESS:

TRUCKER:

LOAD OF DO Sunflowers

MOIST

TEST WEIGHT 33.5

DOCKAGE 3%

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS [illegible]

TARE [illegible]

43360

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

11301 DATE 7/26/00

NAME: Roger VanderVoort

ADDRESS:

TRUCKER: VanderVoort

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT 33

DOCKAGE 3%

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS [illegible]

TARE [illegible]

43,040

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

11298 DATE 7/25/00

NAME: Roger VanderVoort

ADDRESS:

TRUCKER: VanderVoort

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT 31.5 TW

DOCKAGE 3%

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

6 A05

GROSS [illegible]

TARE [illegible]

53140

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

11331 DATE 8/3/00

NAME: Roger VanderVoist

ADDRESS:

TRUCKER: Thorstenson

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS [illegible]

TARE [illegible]

43220

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

11305 DATE 7/27/00

NAME: Roger VanderVoist

ADDRESS:

TRUCKER: VanderVoist

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT 33

DOCKAGE 2%

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

ABR

GROSS

TARE

51,100

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

11340 DATE [illegible]

NAME: [illegible]

ADDRESS:

TRUCKER: [illegible]

LOAD OF 130 [illegible]

MOIST

TEST WEIGHT 32

DOCKAGE 3%

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

ABR

GROSS

TARE

51,[illegible]

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

11332 DATE 8/[illegible]/00

NAME: Bogaro Vander Vorst

ADDRESS:

TRUCKER: [illegible]

LOAD OF 130 [illegible]

MOIST

TEST WEIGHT 32

DOCKAGE 2%

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

(1)

GROSS [illegible]
TARE

[illegible]

54740

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11359 DATE 8/5/00

NAME: Roger VanderVoort

ADDRESS:

TRUCKER: Thorstenson

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT 31

DOCKAGE 4%

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

(5)

[illegible]

GROSS
TARE

[illegible]

41930

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11310 DATE 7/28/00

NAME: Roger VanderVoort

ADDRESS:

TRUCKER: VanderVoort

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT 32

DOCKAGE 3%

PRICE

WEIGHER

WHEETCO, INC.

P.O. Box 668
300 Railroad Ave.
Groton, SD 57445
(605)397-8111, FAX (605)397-8361

October 11, 2000

Mr. Dan Todd
Regarding:
Roger VanderVorst

Dear Mr. Todd:

I am faxing you copies of everything I have discovered for Roger's account here at Wheetco. Inc.

After some investigating on the one bank statement I had just recieved, I found two other checks to Roger that, although they were not in my bank statement as a cleared check, they had actually been presented to the bank three times (which I thought the maximum was twice) and cleared on the third time. Therefore, a total of $9000 of checks were paid and cleared. Here is a recap of his account:

AS#3145	$22011.48	
Less checkoff	(91.08)	
Total due	$21920.40	
Checks Cleared:		
#3041	$3000.00	
#3042	3000.00	
#3043	3000.00	
	$ 9000.00	
Balance of AS#3145		$12,920.40
AS#3155	$2978.42	
Less checkoff	(12.32)	
Balance of AS#3155		$ 2966.09
AS#3164	$11,076.96	
Less checkoff	(45.83)	
Less freight 3 loads	(900.00)	
Balance of AS#3164		$10,130.86

WHEETCO, INC.
P.O. Box 668
300 Railroad Ave.
Groton, SD 57445
(605)397-8111, FAX (605)397-8361

AS#3166	$ 3809.90	
Less checkoff	(15.77)	
Less freight 1 load	(300.00)	
Balance of AS#3166		$3494.14

This leaves of balance due to Mr. Vandersvorst of $29511.49. Please let him know of this to see if he agrees and then we can proceed with the note if he see fit.

Thank you for your time and cosideration.

Sincerely,

Kris Cutler

Kris Cutler, Accountant
Wheetco, Inc.

IAV

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Jim Faulstich, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Larry Wheeting located at Wheatco - Groton, S.D 57445

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
11609	10-17-00	Sunflowers	45160	42902	American State Bank Pierre
11787	1-17-01		46600	42872	
Pup	1-17-01		19520	17[illegible]	
11793	1-18-01		46120	[illegible]	
Pup	1-18-01		20020	[illegible]	
11902	3-12-01		40940	[illegible]	
Pup	3-12-01		29000	[illegible]	

RECEIVED
AUG 27 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

I can't see some of these numbers real well on the assembly sheet so check against the original 2099.82 - $4500.00 on April 18, 2001 = $1559.82 owed me.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

J Faulstich
Signature of Claimant

8-23-01
Date

33795 186th ST
Street/PO Box

Highmore, S.D. 57345
City/State/Zip

605-852-2622
Telephone

Subscribed and sworn to me this 23rd day of August, 2001.

Notary: Lynn Pekarek

County of: Hyde

State of: South Dakota

Commission Expires: 5-8-05

ASSEMBLY SHEET

WHEETCO
PO BOX 66[illegible]
GROTON, S[illegible]
57[illegible]45
605-397-81[illegible]

Pounds Per Bu.	Bu.
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: JIM FAULTICH

Grain Type: STRIPE FLOWER[illegible] Check Off (NO) Apply to Contract #

Scale or Ref. # Date/Test Wt.	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu.	Net Price
11902 3/12/0120 RW	68,840	27,700	40,940	6.00%	2,456.40	0	38,483.60	$0.0872
PUP	56,180	27,180	29,000	6.00%	1,740.00	0	27,260.00	
	0	0	0	0.00%	0.00	0	0.00	
	0	0	0	0.00%	0.00	0	0.00	
	0	0	0	0.00%	0.00	0	0.00	
	0	0	0	0.00%	0.00	0	0.00	
	0	0	0	0.00%	0.00	0	0.00	
	0	0	0	0.00%	0.00	0	0.00	
	0	0	0	0.00%	0.00	0	0.00	
	0	0	0	0.00%	0.00	0	0.00	
	0	0	0	0.00%	0.00	0	0.00	
	0	0	0	0.00%	0.00	0	0.00	
Totals	124,820	54,880	69,940		4,196.40	0	65,743.60	
		16% OVER 20		11833.85 @$12.00/CWT=			$1,420.06	
TOTAL AMOUNT DUE		82% THROUGH 20		53909.75 @ $8.00/CWT=			$4,312.78	

LESS: Deductio[illegible]
Checked
Misc.

NET AMOUNT DUE

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT
SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 @ / BU
Total Settled Amount	65,743.60 @ / BU
Left to be Settled	-65743.6 @ / BU

SIGNATURE _____

Larry Wheeting, Owner of Wheeton, Date

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GP TON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3283

Name: Jim FAULSTICH

Grain Type: STRIPE SUNFLOWERS Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lbs/Bu	Net Price	Total Due
11787 1/17/03 25TW	77,460	30,660	46,800	8.00%	3,723.00	0	42,872.00	$0.0872	$3,738.44
PUP	27,780	8,240	19,520	8.00%	1,561.60	0	17,958.40		$1,565.97
11793 1/18/03 25TW	77,420	31,300	46,120	8.00%	3,689.60	0	42,430.40		$3,699.93
PUP	28,350	8,240	20,020	8.00%	1,601.60	0	18,418.40		$1,605.88
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	210,900	78,840	132,260		10,580.80	0	121,679.20		$10,610.43
		18% OVER 20		21902.26	* $12.00/CWT=		$2,628.27		
TOTAL AMOUNT DUE		82% THROUGH 20		99776.94	*$8.00/CWT=		$7,982.16		$10,610.426

LESS: Deductions
Checkoff
Misc.

NET AMOUNT DUE $10,610.426

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT
SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	121,679.20 #/BU
Left to be Settled	-121679.2 #/BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Prices Per Unit / Bu

00.00	Wheat
27.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: FAULSTICH

Grain Type: STRIPE SUNFLOWERS Check Off (NO) Apply to Contract #

Scale or Ref # / Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
11809 10/17/00 27.5%	74,360	29,220	45,140	5.00%	2,257.00	0	42,883.00	$0.0876	$3,756.55
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	74,360	29,220	45,140		2,257.00	0	42,883.00		$3,756.55
		19% OVER A 20/64			8,147.77	$12.00	$977.73		
TOTAL AMOUNT DUE		81% THROUGH A 20/64			34,735.23	$8.00	$2,778.82		$3,756.55
					42,883.00		$3,756.55		

LESS: Deductions
Checkoff
Misc.

NET AMOUNT DUE $3,756.55

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT
SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0	#/BU
Total Settled Amount	42,883.00	#/BU
Left to be Settled	-42883	#/BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

IAW

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Clayton Kjerstad, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named

Wheetco located at Box 668 Groton, SD 57445

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

Scale Ticket No.	Date	Kind of Grain	~~Bushels~~ Pounds	Price	Lien Holder (print N/A if no liens)
1723	12/27/00	Millet	51,260	9.25	N/A
11883	3/5/01	Millet	49,240	9.25	N/A
11884	3/5/01	Millet	52,060	9.25	N/A
11663	1/30/00	Millet	50,000	9.25	N/A
11883	3/5/01	Trucking	49,240	$400.00	Hauling from Wall to Groton
11884	3/5/01	Trucking	52,060	$400.00	Hauling from Wall to Groton

Explanation of Claim:

This millet was delivered to Wheetco, and we never received payment for the millet or the trucking

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

RECEIVED
AUG 24 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Clayton Kjerstad
Signature of Claimant

8-23-01
Date

P.O. Box 368
Street/PO Box

Wall, SD 57790
City/State/Zip

605-279-2986
Telephone

Subscribed and sworn to me this 23rd day of August, 2001

Notary

County of: Pennington

State of: SD

Commission Expires: 9-13-03

Aug 23, 2001

SD Public Utilities Comm
State Capitol Bldg
500 E Capitol Ave
Pierre, SD 57501-5070

We never received payment on 202,560 lbs. of millet @ $9.25 per 100 lbs. that we sold to Wheetco, Inc For the amount of $18,736.80.

Also we delivered two semi loads of millet to Groton, SD. from Wall, SD for the agreed upon price of $800.00 for trucking which we never received payment from Wheetco, Inc

$ 18,736.80
800.00
$ 19,536.80 Total owed to Clayton Kjerstad

Enclosed are two copies of scale tickets that we were paid For, showing the $9.25 per 100 lbs price.

Sincerely,
Clayton Kjerstad

Clayton Kjerstad
Box 363
Wall, SD 57790

FROM :

FAX NO.

ASSIN-

WHEETCO
PO BOX 668
ROTON SD
57445
605-397-8111

CLAYTON KJERSTEAD

Grain Type: WHITE MILLET

Check Off

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Herbicide
11383 3/05/01 53.5TW	78.900	29.660	49.240	
11884 3/05/01 53TW	79.320	27.260	52.060	
	0	0		
	0	0		
	0	0	0	
	0	0	0	
	0	0	0	
	0	0	0	0
	0	0	0	
	0	0	0	
	0	0	0	
	0	0	0	
Totals	158.220	56.920	101.300	

TOTAL AMOUNT DUE

ESS: Deductions
Checkoff
Misc

NET AMOUNT DUE

FROM :

FAX NO.

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Name: CLAYTON KJERSTEAD

Grain Type: WHITE MILLET Check Off

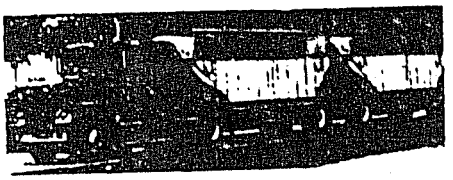
Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percent
1723 12/27/00 04:5	77,340	26,080	51,260	
	0	0	0	
	0	0	0	
	0	0	0	
	0	0	0	
	0	0	0	
	0	0	0	
	0	0	0	
	0	0	0	
	0	0	0	
	0	0	0	
	0	0	0	
Loads	77,340	26,080	51,260	

TOTAL AMOUNT DUE

LESS: Deductions
Chemical
Misc.

DBA Alben, Inc.

ZIEG TRUCKING



ALAN SARVER
PRESIDENT

BENNY HEIDEMANN
VICE PRESIDENT

8477

Nov 30, 2000

WheetCo. Inc.
P.O.Box 668
Groton, SD 57445

WHEC0110

Quanity	Description	Unit Price	Extension
1.00	Millet Quinn,S.D. to Groton,S.D.Scale # 11663 Approx 50,000 lbs	400.00	400.00

400.00
16.00

416.00
0.00
0.00

A finance charge will be assessed on past due invoices.

P.O. Box 236 • Piedmont, SD 57769-0236 • (605) 343-4055 • FAX (605) 343-8026

GROSS 044320 16 07:30 AM 01/23/01
TARE

019240 16 08:41 AM 01/23/01
25080

031180 16 07:31 AM 01/23/01

006660 16 08:41 AM 01/23/01
24520

WHEETCO INC. on comp.
Box 668 • Groton, South Dakota 57445

11799 DATE

NAME: Clayton Kjerstad

ADDRESS: Wall

TRUCKER: Zeeg

LOAD OF W Prize millet

MOIST

TEST WEIGHT

DOCKAGE [redacted]

PRICE 925

WEIGHER

GROSS 063000 16 08:00 AM 01/12/01
TARE

028320 16 08:48 AM 01/12/01

34680 on comp.

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11767 DATE

NAME: Clayton Kjerstad

ADDRESS:

TRUCKER: Zeeg

LOAD OF W Millet

MOIST

TEST WEIGHT

DOCKAGE [redacted]

PRICE 925

WEIGHER

We were paid for these loads.



South Dakota
Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

Capitol Office
Telephone (605)773-32)1
FAX (605)773-3809

Transportation/
Warehouse Division
Telephone (605)773-52)0
FAX (605)773-3225

Consumer Hotline
1-800-332-1782

TTY Through
Relay South Dakota
1-800-877-1113

Internet Website
www.state.sd.us/puc/

Jim Burg
Chairman
Pam Nelson
Vice-Chairman
Leaka Schoenfelder
Commissioner

William Bullard Jr.
Executive Director

Harlan Best
Martin C. Bettmann
Sue Cichos
Karen E. Cremer
Terry Emerson
Michele M. Farris
Mariette Fischbach
Heather K. Forney
Lucy Fossen
Mary Giddings
Lewis Hammond
Leni Healy
Mary Healy
Camron Hoseck
Lisa Hull
Dave Jacobson
Jennifer Kirk
Bob Knadle
Delaine Kolbo
Charlene Lund
Gregory A. Rislov
Keith Senger
Rolayne Ailts Wiest

August 7, 2001

TO ALL PATRONS OF WHEETCO, INC. WITH UNSETTLED OR UNPAID GRAIN TRANSACTIONS INCLUDING:

PRICED BUT NOT PAID GRAIN SALES; OUTSTANDING CHECKS; VOLUNTARY CREDIT SALES CONTRACTS AND HOLDERS OF DISHONORED CHECKS

On September 7, 2000, Wheetco, Inc. filed a petition for Reorganization pursuant to Chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court, District Of South Dakota. On April 19, 2001, the Chapter 11 case was converted to a Chapter 7 case of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court, District Of South Dakota. On August 1, 2001, the United States Bankruptcy Court, District Of South Dakota, granted the South Dakota Public Utilities Commission limited relief from the automatic stay of 11 U.S.C. Section 362 for the sole purpose of administering claims against the grain dealer bonds of Wheetco, Inc.. Wheetco, Inc. was licensed as a grain dealer pursuant to SDCL Chapter § 49-45, which is under the jurisdiction of the Commission. The purpose of this letter is to inform you of your potential rights under South Dakota law.

SDCL § 49-45-9 states in part: "Before any grain dealer license is issued by the commission, the applicant shall file with the commission a bond conditioned to secure the faithful performance of the applicant's obligations as a grain dealer and full and unreserved compliance with the laws of this state and the rules of the commission, relating to the purchase of grain by the grain dealer. The bond is for the specific purpose of protecting persons selling grain to the grain dealer. However, the bond may not benefit any person entering into a voluntary credit sale with a grain dealer." Also excluded are any purchases for the buyer's own

use or consumption.

A voluntary credit sale (VCS) is defined in SDCL § 49-45-1.1 as "a sale of grain or seed pursuant to which the sale price is to be paid more than thirty days after the delivery or release of the grain for sale, including those contracts commonly referred to as deferred-payment contracts, deferred-pricing contracts and price-later contracts." SDCL § 49-45-11 also states that VCS contracts shall be in writing.

If you have not received payment for grain which you have sold to Wheetco, Inc.; or if you were issued a check that will no longer be honored, any loss sustained may be covered in whole or in part by the grain dealer bonds, except for those sales involving a VCS contract as defined above. For the licensing years which ended June 30, 1999, June 30, 2000, and June 30, 2001, Wheetco, Inc. had grain dealer bonds in the amount of $75,000 for each year respectively. At this time it has not been determined if the bonds will be sufficient to cover 100% of the anticipated claims. If there is not sufficient coverage, claims may be paid on a pro rata basis.

The comments below, for each class of claimant against the bonds, are suggestions on how you should proceed and how claims in each class will be generally treated:

CREDITORS WHO SOLD GRAIN THAT WAS PRICED BUT NOT PAID FOR

Any producer who sold grain to Wheetco, Inc. for resale but has not received payment may have a valid claim against the grain dealer bonds unless the sale involves a voluntary credit sale.

CREDITORS WHO HOLD OUTSTANDING OR DISHONORED CHECKS

All such checks that are for the sale of grain to Wheetco, Inc. for resale may be valid claims against the grain dealer bonds unless the sale involves a voluntary credit sale.

CREDITORS WHO ENTERED INTO VCS CONTRACTS

As described by SDCL § 49-45-9, VCS contracts are not covered by the bonds.

The above comments are preliminary and may change as the case unfolds. You may wish to consult with an attorney.

In order to verify the total dollar amount of potential claims against the bonds, the Commission must receive a written verification of the amount Wheetco, Inc. owes you. Enclosed is a claim form that you must fill out, have notarized and return to the Commission. Copies of scale tickets, settlement sheets, checks, contracts or any other evidence you possess which establishes that you sold grain to Wheetco, Inc. for resale **must be provided to substantiate your claim.** Please forward this information to the Commission as soon as possible, **but no**

later than August 24, 2001. If you do not have a claim against Wheetco, Inc., please contact the Commission at 1-800-332-1782 and inform us of this. Thank you for your attention to this matter.

If you have any questions concerning this letter, please contact me or Lisa Hull at the Commission. The Commission will keep you informed as this case develops.

Sincerely,

Bob Knadle

Bob Knadle
Director, Transportation/ Warehouse Division

PROOF OF CLAIM FOR CASH GRAIN

1AX

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

Farmers Oil Co. [illegible] SD, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named [illegible] located at [illegible] SD [illegible]

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
[illegible]	11 22 [illegible]	Sun Flowers	50790 lb	5.35 cwt	N/A
[illegible]	11 24 [illegible]	Sun Flowers	49041 lb	5.35 cwt	N/A

Explanation of Claim:

[illegible] Payment [illegible]

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

[illegible]
Signature of Claimant

9-28-01
Date

[illegible]
Street/PO Box

[illegible]
City/State/Zip

[illegible]
Telephone

RECEIVED
AUG [illegible]
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Subscribed and sworn to me this 28th day of August, 20[illegible]

Notary [illegible]

County of: [illegible]

State of: [illegible]

LADING NO

№ 1144

FARMERS OIL CO.

P. O. BOX 19 (605) 392-2565
ORIENT, SOUTH DAKOTA 57467

TRUCK LICENSE NO

TRAILER LICENSE NO 68524

DATE 11-24-00

CONSIGNED TO Wheetco

APPLY ON CONTRACT NO 12202

SELL ON ARRIVAL

STORAGE

SCALE TICKET NO

FREIGHT BILL

DATE

SCALE TICKET NO

DESTINATION WGHT

FREIGHT CHARGES

GRAIN Sunflower

GRADE & FACTORS

DESTINATION ELEVATOR Wheetco

LOCATION (CITY & STATE) Groton S.D.

FREIGHT TO BE PAID BY SHIPPER X BUYER

COMMENTS $5 35

SHIPPER'S WEIGHT

GROSS POUNDS 78800

TARE POUNDS 29760

NET POUNDS 49040

GROSS BUSHELS 490 | 40

NET BUSHELS

CARRIER TO BE FULLY RESPONSIBLE AND ABSOLUTELY LIABLE FOR ANY LOSS OR DAMAGE TO THIS DESCRIBED CARGO REGARDLESS OF THE CIRCUMSTANCES OCCASIONING SUCH LOSS

The carrier acknowledges receipt of and the shipper acknowledges delivery to carrier of kind, grade and quality described which carrier shall deliver to destination shown.

SHIPPER: Farmers Oil Co.

LOADED BY: [signature]

CARRIER D&L [illegible] Trucking

ADDRESS Redfield SD

BY [signature]

CHAUFFEUR LICENSE NO.

1) WHITE - Elevator Copy
2) YELLOW - Trucker Copy
3) PINK - Destination Copy
4) GOLDENROD - Mail Copy

McLEOD S-E16

LADING NO.

№ 1143

FARMERS OIL CO.

P.O. BOX 19 (605) 392-2565
ORIENT, SOUTH DAKOTA 57467

TRUCK LICENSE NO

TRAILER LICENSE NO 11524

DATE 11-22-00

CONSIGNED TO Wheetco

APPLY ON CONTRACT NO 12202

☐ SELL ON ARRIVAL
☐ STORAGE

SCALE TICKET NO

FREIGHT BILL

DATE

SCALE TICKET NO

DESTINATION WGHT

FREIGHT CHARGES

GRAIN Sunflowers

GRADE & FACTORS

DESTINATION ELEVATOR Wheetco

LOCATION (CITY & STATE) Groton SD.

FREIGHT TO BE PAID BY ☐ SHIPPER ☒ BUYER

COMMENTS $535

SHIPPER'S WEIGHT

GROSS POUNDS 81270

TARE POUNDS 30490

NET POUNDS 50780

GROSS BUSHELS 507 | 80

NET BUSHELS

CARRIER TO BE FULLY RESPONSIBLE AND ABSOLUTELY LIABLE FOR ANY LOSS OR DAMAGE TO THIS DESCRIBED CARGO REGARDLESS OF THE CIRCUMSTANCES OCCASIONING SUCH LOSS.
The carrier acknowledges receipt of and the shipper acknowledges delivery to carrier of kind, grade and quality described which carrier shall deliver to destination shown

SHIPPER: Farmers Oil Co.

LOADED BY: Larry Aesgt

CARRIER D&L Gerke Tr

ADDRESS Redfield SD

BY Ken Gerke

CHAUFFEUR LICENSE NO.

1) WHITE - Elevator Copy
2) YELLOW - Trucker Copy
3) PINK - Destination Copy
4) GOLDENROD - Mail Copy

McLEOD S-E16

CONFIRMATION

WHEETCO

Wheetco, Inc.
210 6th St. N
Box 668
Groton, SD 57445
605-397-8111/FAX 605-397-8361

№ 12150

Date 10/6/00

BUYER	SELLER
Company Wheetco Inc.	Company Farmers Oil Co
Address PO Box 668	Address PO Box 19
Groton, SD 57445	Orient, SD 57467
Confirmed by Larry	Confirmed by Larry

Commodity: BO Sunflowers

Grade: Mini 2000 Crop Year. 29"-30" Test Weight, 10% Moisture

Quantity: 300,000 LBS.

Price: $5.30 per CWT.

FOB: Orient, SD

Shipment Time: October 2000

Terms: Net 10 Days from Shipment

Delivering Carrier: Buyer arranged Rate _____ per _____

Weights to Govern: ☐ origin ☒ destination

Grades to Govern: ☐ origin ☒ destination

_____ official

Remarks: Thank You Larry!!!

Please Note: The above covers our understanding of this transaction. Failure to advise us immediately on receipt of this confirmation will be understood by us as your acceptance of these terms.

Accepted - Company Farmers Oil Co Wheetco, Inc.

By [signature] By [signature]

PLEASE SIGN AND RETURN ONE COPY TO WHEETCO, INC.

UNITED STATES E KRUPTCY COURT
District of South Dakota

PROOF OF CLAIM

Debtor's name: Wheetco, Inc.	Case number: 00-10168 Chapter: 7	Please see the instructions that accompany this form for definitions and guidance on completing a proof of claim.
Creditor's name: FARMERS Oil CO	Debtor's account or I.d. number: 12202	This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.
Send notices to (name and address): FARMERS Oil CO PO Box 17 ORient SD 57467 — Phone number: (605) 392 2424 Fax number: (605) 392 2510	☐ Check this box if you are aware that someone else has filed a proof of claim relating to your claim. ☑ Check this box if you have never received a notice from the bankruptcy court in this case. ☐ Check this box if your address differs from the address on the envelope sent to you by the bankruptcy court.	☐ Check this box if this claim is intended to replace a previously filed claim ☐ Check this box if this claim is intended to amend a previously filed claim Date of previously filed claim

1. **Basis for claim** (check all that apply and use "Other" to describe any claim not fitting within one of the listed categories)

☑ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Retiree benefits (per 11 U.S.C. §1114(a))
☐ Wages, salaries, or compensation, for services performed (insert dates):
From: To:
Your SSN:
☐ Other (describe)

2. Date(s) debt incurred:

3. Date(s) of any judgment:

4. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED:

a. Secured (if other than "0", complete no. 5 below)	b. Unsecured	c. Priority (if other than "0", complete no. 6 below)	TOTAL (a+b+c)
$	$ 530.37	$	$ 530.37

☐ Check this box if claim includes interest or other charges. Attach itemized statement of all interest and other charges

5. SECURED CLAIM. Check the appropriate box(es), if your claim is secured by:

☐ Real estate
☐ Motor vehicle(s)
☐ Other collateral (describe):

Value of collateral: $

Arrearage and other charges at the time the case was filed included in secured claim, if any: $

6. PRIORITY CLAIM. Check the appropriate box(es), if your claim is for:

☐ Wages, salaries, or commissions (up to $4,650*) earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3)
☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4)
☐ Deposits (up to $2,100*) toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6)
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7)
☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
☐ Other (describe and specify applicable paragraph of 11 U.S.C. § 507)

* *Amounts are subject to adjustment on 4/1/2004 and every three years thereafter with respect to cases filed on or after the date of the adjustment.*

7. CREDITS: The amount of all payments on this claim has been credited and deducted for the purpose of making this claim.

8. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9. DATE-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and a copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date and sign:

IAY

Beck Law Office

509 BLOEMENDAAL DRIVE · P.O. BOX 326
IPSWICH, SD 57451

VAUGHN P. BECK
ATTORNEY AT LAW

BETH MOORE
LEGAL ASSISTANT

TELEPHONE
(605) 426-6319

FAX (605) 426-6306

August 22, 2001

Bob Knadle, Director
Transportation/Warehouse Division
Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501-5070

RECEIVED
AUG 23 2001
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: Wheetco, Inc.

Dear Mr. Knadle:

Enclosed herein is the completed Proof of Claim for Cash Grain with attached copies of the invoices and returned checks, for the claim which Kerwyn Holsing has against Wheetco, Inc. Thank you for your assistance in this matter. If you need anything else, please feel free to contact Mr. Holsing or myself in regards to this matter.

Sincerely yours,

Vaughn P. Beck

Vaughn P. Beck

VPB:bm
enclosures

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Kerwyn Holsing, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named

WHEETCO, INC. located at Groton, SD 57445

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
11245	/10/00	Sunflowers	37,152.30	.0700	NA
11257	/11/00	Sunflowers	37,892.00	.0700	NA

RECEIVED
AUG 2 3 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

On July 10, 2000 and July 11, 2000, I sold 75,044.30 net pounds of Sunflowers to Wheetco, Inc, of Groton, South Dakota. At the time of sale, I received two (2) checks for the proceeds of said sales in the amount of $2590.25 and $2640.33, respectively. Said checks were later returned to me by the bank as "NSF". Copy of weight tickets and checks enclosed.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Kerwyn Holsing
Signature of Claimant

8-22-01
Date

35974 146TH STREET
Street/PO Box

CRESBARD SD 57435
City/State/Zip

605-426-6570
Telephone

Subscribed and sworn to me this 22nd day of August, 2001.

Notary Elizabeth Mau

County of: Edmunds

State of: South Dakota

Commission Expires: 8-18-2004

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GR TON, SD
57445
(6 -397-8111

Pounds Per Std Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

P - e: KERWYN HOLSING

Grain Type: EO SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
11 16 7/10/00 27.5TW	68,000	28,040	39,960	7.00%	2,797.20	0	37,162.80	$0.0700	$2,601.40
11 17 7/11/00 28TW	68,180	27,880	40,300	6.00%	2,418.00	0	37,882.00		$2,651.74
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	136,180	55,920	80,260		5,215.20	0	75,044.80		$5,253.14

TOTAL AMOUNT DUE $5,253.136

FSS Deductions
Checkoff SUNFLOWER CHECKOFF $22.51
Misc.

NET AMOUNT DUE $5,230.623

PD CK NO 3014 AMOUNT 2590.25

PD CK NO 3015 AMOUNT 2640.39

CONTRACT
SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	75,044.80 #/BU
Left to be Settled	75044.8 #/BU

SIGNATURE _____

Larry Wheeling, Owner of Wheelco, Date

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS [illegible]

TARE [illegible]

39,900

WHEETCO INC.
Box 168 • Groton, South Dakota 57445

11246 DATE 7/10/00

NAME: Kenny McGinn

ADDRESS:

TRUCKER: McGinn

LOAD OF BL Silty Mixed Corn

MOIST

TEST WEIGHT 31.5 lbs

DOCKAGE 7%

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 60150

TARE 21720

40,430

WHEETCO INC.
Box 666 • Groton, South Dakota 57445

11257 DATE 7/11/00

NAME: Kenny McGinn

ADDRESS:

TRUCKER:

LOAD OF [illegible]

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

Ipswich State Bank
Ipswich, South Dakota 57451

DELUXE
N 2210

We this date charged your account and returned unpaid the following items endorsed by you:

	KEY	DRAWN BY	DRAWN ON	AMOUNT
1. Insufficient funds 2. Endorsement missing 3. Endorsement not as drawn 4. Not on u 5. Signature 6. Uncollected funds 7. No Account 8 er reason (specify)	1	Northern Prairie Seed	Norwest	2640.38

TOTAL 2640.38

Charge To

ACCT. NO. 497 781 01

Kerwyn Holsing
35948 146th St.
[redacted]
Cresbard, SD 57435

Date 8-14-00

3015

NORTHERN PRAIRIE SEED
P O BOX 668 PH 605-397-8111
GROTON, SD 57445

78-4/914 165

DATE 7/11/00

PAY TO THE ORDER OF Kerwyn Holsing : Ipswich State Bank 38 $ 2640 38

two thousand six hundred forty and 100 DOLLARS

Norwest Bank South Dakota, N.A.
120 North Main
P.O. Box 228
Groton, SD 57445

FOR AS310

Sharon Wheeting

⑈003015⑈ ⑆091400761⑆ 1650033671⑈ ⑈0002640 38⑈

Ipswich State Bank
Ipswich, South Dakota 57451

We this date charged your account and returned unpaid the following items endorsed by you:

	KEY	DRAWN BY	DRAWN ON	AMOUNT
1. Insufficient funds 2. Endorsement missing 3. Endorsement not as drawn 4. Not on us 5. Signature 6. Uncollected funds 7. No Account 8 Other reason (specify)	1	Northern Prairie Seed	Norwest	2590.25

Charge To

TOTAL 2590.25

ACCT NO 496 193 01

Duane Holsing
35974 146th St.
~~Ipswich, SD 57451~~
Cresbard, SD 57435

Date 8-14-00

3014

NORTHERN PRAIRIE SEED
P.O. BOX 668 PH 605-397-8111
GROTON, SD 57445

78-4/914 165

DATE 7/13/00

PAY TO THE ORDER OF Kerwyn Holsing Ipswich State Bank $ 2590.25

Two Thousand five Hundred Ninety and 25/100 DOLLARS

NORWEST BANKS
Norwest Bank South Dakota, N.A.
120 North Main
P.O. Box 228
Groton, SD 57445

FOR AS3129

Sharon Whetzig

⑈003014⑈ ⑆091400046⑆ 165000336 7⑈ ⑈0000259025⑈

1AZ

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Myron H. Dieterle, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheetco - Larry Wheeting located at Groton, South Dakota.

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

Scale Ticket No.	Date	Kind of Grain	Gross ~~Bushels~~ Pounds	Net Price/#	Price	Lien Holder (print N/A if no liens)
11342	8-04-00	Sunflowers	45320	42154	.40	.04	N/A
11350	8-07-00	Sunflowers	45320	41694	.40	.04	
11366	8-10-00	Sunflowers	46260	42559	.20	.04	
11374	8-11-00	Sunflowers	44980	41381	.60	.04	
11402	8-16-00	Sunflowers	42100	38732	.00	.04	
11421	8-22-00	Sunflowers	20040	18436	.80	.04	

RECEIVED
AUG 23 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Explanation of Claim:

Wheetco of Groton SD agreed to purchase above listed sunflowers at a price of 4 cents a pound with dockage of 8 percent. This agreement was due to the fact the seeds were for birdseed and is indicated by payment (NSF Checks) & Assemble Sheet For Tickets 11342 & 11350

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Includes 5 copies =
3- with scale Tickets
1- Assemble Sheet
1- NSF Checks

Myron H. Dieterle
Signature of Claimant

8-17-01
Date

661 22nd St NE
Street/PO Box

Kief, ND 58747
City/State/Zip

701-626-7470
Telephone

Subscribed and sworn to me this 21st day of Aug., 2001.

Notary Walter Mathias [illegible]

County of: Sheridan

State of: North Dakota

Commission Expires: 10-10-2003

HEETCO
) BOX 668
OTON, SD
57445
5-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3158

3/11

me: MYRON DIETERLE

ain Type: BO SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # / Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb /Bu	Net Price	Total Due
242 8/04/00 19TW	57,980	27,640	30,340	8.00%	2,427.20	0	27,912.80	$0.0400	$1,116.51
PUP	21,920	6,440	15,480	8.00%	1,238.40	0	14,241.60		$569.6[illegible]
250 8/07/00 19.5TW	57,300	27,840	29,460	8.00%	2,356.80	0	27,103.20		$1,084.1[illegible]
PUP	22,260	6,400	15,860	8.00%	1,268.80	0	14,591.20		$583.6[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
als	159,480	68,320	91,140		7,291.20	0	83,848.80		$3,353.9[illegible]

TAL AMOUNT DUE $3,353.95[illegible]

SS: Deductions
Checkoff SUNFLOWER CHECKOFF $25.[illegible]
Misc.

T AMOUNT DUE $3,328.79[illegible]

PD CK NO 30665 AMOUNT $ 16664.40

PD CK NO 30666 AMOUNT $ 16664.40

NTRACT
TTLEMENTS
ntract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	83,848.80 # / BU
Left to be Settled	-83848.8 # / BU

GNATURE _____
Larry Wheeting, Owner of Wheetco. Date

3066

NORTHERN PRAIRIE SEED
P.O. BOX 668 PH. 605-397-8111
GROTON, SD 57445

78-4/914 165

DATE 8/11/00

PAY TO THE ORDER OF Myron Dieterle $ 1664 40

One thousand six hundred sixty four and 40/100 DOLLARS

Norwest Bank South Dakota, N.A.
120 North Main
P.O. Box 228
Groton, SD 57445

FOR AS3158

⑈003066⑈ ⑆091400046⑆ 1600003367⑈ ⑈0000166440⑈

3065

NORTHERN PRAIRIE SEED
P.O. BOX 668 PH. 605-397-8111
GROTON, SD 57445

78-4/914 165

DATE 8/11/00

PAY TO THE ORDER OF Myron Dieterle $ 1664 40

One thousand six hundred sixty four and 40/100 DOLLARS

Norwest Bank South Dakota, N.A.
120 North Main
P.O. Box 228
Groton, SD 57445

FOR AS3158

⑈003065⑈ ⑆091400046⑆ 1600003367⑈ ⑈0000166440⑈

⑈0000166440⑈

2⑆091302034⑆

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

45820

GROSS 057300 lb 06:28 AM 08/07/00

TARE 027840 lb 08:28 AM 08/07/00

29460

022260 lb 06:29 AM 08/07/00

006400 lb 08:30 AM 08/07/00

WHEETCO INC.

15860 Box 668 • Groton, South Dakota 57445

11350 DATE 8-7-00

NAME: myron Pietsch

ADDRESS: Kief ND

TRUCKER:

LOAD OF BO Slomer

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

45820

GROSS 057980 lb 06:29 AM 08/04/00

TARE 027640 lb 09:07 AM 08/04/00

30340

021920 lb 06:30 AM 08/04/00

006440 lb 09:08 AM 08/04/00

WHEETCO INC.

15480 Box 668 • Groton, South Dakota 57445

11342 DATE

NAME: Myron Pietsch

ADDRESS: 661 22nd St NE

TRUCKER: Kief ND

LOAD OF B O Slomer

MOIST

TEST WEIGHT 19.5

DOCKAGE 8

PRICE 4.00

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

41980

Soil 057260 lb 08:47 AM 08/11/00
GROSS

TARE 027820 lb 11:05 AM 08/11/00
29440

021940 lb 08:48 AM 08/11/00
Wt

006480 lb 11:06 AM 08/11/00
15540

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11374 DATE 8/11/00

NAME: Myron Dietrich

ADDRESS:

TRUCKER:

LOAD OF BO Flaxseed

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

46260

GROSS 058700 lb 08:25 AM 08/10/00
TARE

027680 lb 10:41 AM 08/10/00
31020

021620 lb 08:25 AM 08/10/00

006380 lb 10:42 AM 08/10/00
15240

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11366 DATE 8/10/00

NAME: Myron Dietrich

ADDRESS:

TRUCKER: Fromm

LOAD OF

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS
TARE 047740 lb 08:06 AM 08/22/00

027700 lb 08:43 AM 08/22/00

20040

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11421 DATE 8-22-00

NAME: Myron Dieterle

ADDRESS: Kief, N.DAK

TRUCKER: Kramer

LOAD OF B O Flaxseed

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

42100

055960 lb 08:26 AM 08/16/00

GROSS
TARE 027640 lb 09:46 AM 08/16/00

28320

020160 lb 08:26 AM 08/16/00

006380 lb 09:47 AM 08/16/00

13780

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

11402 DATE 8/16/00

NAME: Myron Dieterle

ADDRESS:

TRUCKER:

LOAD OF BO Sunflowers

MOIST

TEST WEIGHT

DOCKAGE

PRICE

On MC

WEIGHER

IBA

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

FAXED

I, David St. Clair, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheat Co located at Groton, S.D.

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
See attached					

Explanation of Claim:

4 1/2 Aps of white millet delivered between 6/19/2001 — 7/20/2001 total claim of $9971.74 offset by $4085.76 in Accounts Payable net claim of $5885.98 due to EDjinox Enterprises, Inc.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

David St. Clair
Signature of Claimant

9-12-2001
Date

18202 Minnetonka Blvd Suite 201B
Street/PO Box

Wayzata, MN 55391
City/State/Zip

952-249-9728
Telephone

RECEIVED
SEP 17 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Subscribed and sworn to me this 12 day of September, 2001.

Notary Katherine Jaeger Br Mgr

County of: Hennepin

State of: Minnesota

Commission Expires: 1-31-05

KATHERINE A. JAEGER
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2005

UNITED STATES BANKRUPTCY COURT District of South Dakota		PROOF OF CLAIM
Debtor's name: Wheetco, Inc.	**Case number:** 00-10188 Chapter: 11	**Please see the instructions that accompany this form for definitions and guidance on completing a proof of claim.**
Creditor's name: Equinox Enterprises	**Debtor's account or I.d. number:**	**This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.**
Send notices to (name and address): Equinox Enterprises ~~PO Box 1450 NW 9138~~ ~~19705 Hwy 7~~ ~~Minneapolis MN 55 85-9138~~ ~~Suite 206~~ 18202 Minnetonka Blvd ~~Excelsior, MN~~ Suite 101B Wayzata, MN 55391 ~~55337~~ **Phone number:** (952) ~~474-1129~~ 249-9728 **Fax number:** (952) ~~474-0686~~ 249-9738	☐ Check this box if you are aware that someone else has filed a proof of claim relating to your claim. ☐ Check this box if you have never received a notice from the bankruptcy court in this case. ☑ Check this box if your address differs from the address on the envelope sent to you by the bankruptcy court.	☐ Check this box if this claim is intended to replace a previously filed claim. ☐ Check this box if this claim is intended to amend a previously filed claim. Date of previously filed claim:

1. **Basis for claim** (check all that apply and use "Other" to describe any claim not fitting within one of the listed categories):

☑ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Retiree benefits (per 11 U.S.C. §1114(a))

☐ Wages, salaries, or compensation, for services performed (insert dates):
From: To:
Your SSN:

☐ Other (describe):

2. **Date(s) debt incurred:** 6/22/2000

3. **Date(s) of any judgment:**

4. **TOTAL AMOUNT OF CLAIM AT TIME CASE FILED:**

$ _____ +	$ 997174 +	$ _____ =	$ 997174
a. Secured (if other than "0", complete no. 5 below)	b. Unsecured	c. Priority (if other than "0", complete no. 6 below)	TOTAL (a+b+c)

☐ Check this box if claim includes interest or other charges. Attach itemized statement of all interest and other charges.

5. **SECURED CLAIM.** Check the appropriate box(es), if your claim is secured by:

☐ Real estate
☐ Motor vehicle(s)
☐ Other collateral (describe):

Value of collateral: $

Arrearage and other charges at the time the case was filed included in secured claim, if any: $

6. **PRIORITY CLAIM.** Check the appropriate box(es), if your claim is for:

☐ Wages, salaries, or commissions (up to $4,300*) earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
☑ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
☐ Deposits (up to $1,950*) toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
☐ Other (describe and specify applicable paragraph of 11 U.S.C. § 507):

* *Amounts are subject to adjustment on 4/1/2001 and every three years thereafter with respect to cases filed on or after the date of the adjustment.*

7. **CREDITS:** The amount of all payments on this claim has been credited and deducted for the purpose of making this claim.
8. **SUPPORTING DOCUMENTS:** *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.
9. **DATE-STAMPED COPY:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and a copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date and sign: 10/27/00 [signature]

Print your name and title (if any):

NOT NEGOTIABLE
DATE/TIME: 07/12/00 12:41
REGULAR

MCLAUGHLIN/WHEAT GROWERS
BOX 640
MCLAUGHLIN, SD 57642-0640
205/823-4441

OUTBOUND
TICKET# 160 0006971

Est Freight: CENTS CWT
Truck I.D.: TEWKSBURY FARMS
ANDOVER SD
Vehicle I.D.: 51914
Farm Desc: 07762

CUSTOMER: DOUINOX ENTERPRISES INC
SHOREWOOD MN
OUR CONTRACT# 00318-324
THEIR CONTRACT#7051-7073
0001416400 EBSENOX ENTERPRISES Contract

PRICE SPLITS
100.000

DSH 378

Destination: GROTON, SD

SAMPLE#: 545
COMMODITY: MILLET

REMARKS: FOR

111240 Lbs. GROSS
39020 Lbs. TARE
72220 Lbs. NET

722.20 Gross CWT
.00 DKG/SHR
722.20 NET CWT

DRIVER [signature] WEIGHER [signature]

CERTIFICATION: THIS CERTIFICATE IS ISSUED BY AN INSPECTOR/WEIGHER LICENSED UNDER THE U.S. WAREHOUSE ACT AND REGULATIONS THEREUNDER, FOR THE BONG ELEVATORS ABERDEEN, S.D., UNITED STATES WAREHOUSE ACT-GRAIN INSPECTION AND WEIGHT CERTIFICATE (INSPECTION NOT VALID FOR PURPOSE OF THE U.S. GRAIN STANDARDS ACT).

NOT NEGOTIABLE

DATE/TIME: [illegible]/18/00 13:13 MCLAUGHLIN/WHEAT GROWERS OUTBOUND

REGULAR BOX 640 TICKET# 160 0006774

MCLAUGHLIN, SD 57642-0640

605/823-4441 Est Freight: CENTS CWT

CUSTOMER: EQUINOX ENTERPRISES INC 0005617400 Truck I.D.: TENKSBURY FARMS

SHOREWOOD MN ANDOVER SD

OUR CONTRACT# 1416400 Vehicle I.D.: 51940

THEIR CONTRACT#[illegible] PRICE SPLITS Farm Descr: 7762

0001416400 EQUINOX ENTERPRISES Contract 100.000

DS# 378

SAMPLE#: 1576 Destination: GROTON, SD

COMMODITY: MILLET

REMARKS: FOD

112960 Lbs. GROSS

39040 Lbs. TARE

73920 Lbs. NET

739.20 Gross CWT

.00 DKG/SHR

739.20 NET CWT

DRIVER [signature] WEIGHER [signature]

CERTIFICATION: THIS CERTIFICATE IS ISSUED BY AN INSPECTOR WEIGHER LICENSED UNDER THE U.S. WAREHOUSE ACT AND REGULATIONS THEREUNDER. FOR THE SDWG ELEVATORS ABERDEEN, S.D., UNITED STATES WAREHOUSE ACT-GRAIN INSPECTION AND WEIGHT CERTIFICATE (INSPECTION NOT VALID FOR PURPOSE OF THE U.S. GRAIN STANDARDS ACT).

NOT NEGOTIABLE
DATE/TIME: [illegible]/00 11:35
REGULAR.

MCLAUGHLIN/WHEAT GROWERS
BOX 640
MCLAUGHLIN, SD 57648-0640
605-[illegible]
Est Freight: 0005617400
Truck I.D.: ANDOVER
Vehicle I.D.: 51914
Farm Descr: [illegible]

OUTBOUND
TICKET# 160 0006965
CENTS CWT
TEMPSBURY FARMS
SD

CUSTOMER: EQUINOX ENTERPRISES INC
SHOREWOOD MN
OUR CONTRACT# P000318
THEIR CONTRACT#1416400
0001416400 EQUINOX ENTERPRISES Contract

PRICE SPLITS
100.000

Destination: WHEETCO, INC GROTON, S.D.

SAMPLE#: 1457
COMMODITY: MILLET

REMARKS: CUB

108040 Lbs. GROSS
38280 Lbs. TARE
69760 Lbs. NET

687.60 Gross CWT
.00 DKG/SHR
687.60 NET CWT

DRIVER [signature] WEIGHER [signature]

CERTIFICATION. THIS CERTIFICATE IS ISSUED BY AN INSPECTOR/WEIGHER LICENSED UNDER THE U.S. WAREHOUSE ACT AND REGULATIONS THEREUNDER, FOR THE SDWC ELEVATORS ABERDEEN, S.D., UNITED STATES WAREHOUSE ACT-GRAIN INSPECTION AND WEIGHT CERTIFICATE (INSPECTION NOT VALID FOR PURPOSE OF THE U.S. GRAIN STANDARDS ACT).

South Dakota Wheat Growers

PAGE 1

SOUTH DAKOTA WHEAT GROWERS LIVE DATE
UNPAID DELIVERY SHEETS REPORT

SHEET NUMBER	NAME ID NUMBER	SHEET CI DATE	AP AP CONTRACT/ No TY RECEIPTS	STA	AVE. DATE	GROSS QUANTITY	NON-DIRECT QUANTITY	NET QUANTITY	PRICE	REMAINING DEDUCTIONS	TOTAL REMAINING
			DI DISCOUNT TY DESCRIPTION		AVE. GRADE	UNIT DISCOUNT				DOLLAR DISCOUNT	
5000348	0001416400	03 061900	01 PC PC00271-01	PU	061900	505.20	464.78	464.78	4.2000	$.00	$1952.28
5000370	0001416400	03 070600	01 PC PC00318-01	PU	070600	687.60	687.60	687.60	4.2000	$.00	$2607.92
5000378	0001416400	03 071400	01 PC PC00318 01	PU	071200	162.40	162.40	162.40	4.2000	$.00	$682.08
			02 PC PC00324-01	PU	071200	559.80	559.80	559.80	4.2000	$.00	$2351.16
			03 PC PC00324-01	PU	071300	739.20	739.20	739.20	4.2000	$.00	$3104.04
....PURCHASE/SALES CODE:.S..MILLET..EQUINOX.ENTERPRISES.INC						2654.20	2613.78	2613.78	4.2000	$.00	$10977.88
55	0001416400	03				40.42				$.00	
			DK DOCKAGE		1.52	.00				$.00	
			TW TEST WEIGHT		10.28						
			LLET---			2654.20	2613.78	2613.78	4.2000	$.00	$10977.88
			GE		1.52	40.42				$.00	
			WEIGHT		10.28	.00				$.00	
						2654.20	2613.78	2613.78	4.2000	$.00	$10977.88
			OE		1.52	40.42				$.00	
			WEIGHT		10.28	.00				$.00	

2638.94 +
2454.73 +
2638.90 +
2121.84 +
169.75 -
9684.66 ++ 00

(4 loads 5 pages) S/B $9684.66

Attn: Jodi

I don't think we invoiced Equinox for these loads

Deb- Dave Pichotta has these set-up under destination dockage. He sent Jerry an E-mail.

Thanks
SOUTH DAKOTA WHEAT GROWERS
Deb Ross

7073 7/19 B/L# 6974 = $2638.94 15% dock
6164-2 7/14 B/L# 6965 = $2454.73 15% dock.
7073 7/14 B/L# 6971 = $2638.90 13% dock.
6164 6/22 B/L# 6957 = $2121.84
cm # 5601 B/L# 6957 = ($169.75 cr.) credit for 8% dock.

EQUINOX ENTERPRISES, INC.

PO BOX 393
EXCELSIOR, MN 55331
PH(612)474-1109 FAX(612)474-0686

Date 6/16/00 FAXED

Sales Contract:P5165

Larry Wheeting
Wheetco, Inc.
P.O. Box 668
210 6th St. North
Groton, SD 57445
605-397-8361

COMMODITY: White Millet-All dockage deductable

QUANTITY: 1 Truck, 50000Lbs Change to 2 TL, 100000 lbs

PRICE: $4.25/cwt

PRICE BASIS: McLaughlin, SD

DATE OF SHIPMENT: Week of 6/19/00

CUSTOMER CONTRACT: Per Larry/Dave

TERMS: Net 14 Days

REMARKS: Buyers Truck

BUYER:Wheetco, Inc.

BY: _____
Larry Wheeting

SELLER: EQUINOX ENTERPRISES

BY: _____
David J. Pichotta

This is a contract subject to the specific trading rules pertaining to the commodity involved. State and or Federal taxes for buyers account. Seller shall not be responsible for any acts of god or governments, or delays caused by strikes, storms accidents, embargoes. Delays of transportation companies and/or any contingencies beyond our control. Buyer will notify us immediately if this contract is not in accordance with their understanding, otherwise, this contract will be in full force and effort as written. This contract entered into and payable in Hennepin County, Excelsior, Minnesota. To insure that the product meets all contracted specifications and is acceptable for their intended use, the buyer is responsible to test the product upon arrival. This contract will be deemed accepted if it is not signed and returned to seller within seven days of receipt. All claims/or adjustments must be filled within (30) calendar days from the date of shipment.

EQUINOX ENTERPRISES, INC.

PO BOX 393
EXCELSIOR, MN 55331
PH(612)474-1109 FAX(612)474-0686

FAXED

Date:7/ 1/00

Sales Contract:P7104

Larry Wheeting
Wheetco, Inc.
P.O. Box 668
210 6th St. North
Groton, SD 57445
605-397-8361

COMMODITY: White Millet-All dockage deductable

QUANTITY: 2 Trucks, 150000Lbs

PRICE: $4.25/cwt

PRICE BASIS: McLaughlin, SD

DATE OF SHIPMENT: Week of 7/10/00

CUSTOMER CONTRACT: Per Larry/Dave

TERMS: Net 14 Days

REMARKS: Buyers Truck

BUYER: Wheetco, Inc.

BY: _____
Larry Wheeting

SELLER: EQUINOX ENTERPRISES

BY: _____
David J. Pichotta

This is a contract subject to the specific trading rules pertaining to the commodity involved. State and or Federal taxes for buyers account. Seller shall not be responsible for any acts of god or governments, or delays caused by strikes, storms accidents, embargoes. Delays of transportation companies and/or any contingencies beyond our control. Buyer will notify us immediately if this contract is not in accordance with their understanding, otherwise, this contract will be in full force and effort as written. This contract entered into and payable in Hennepin County, Excelsior, Minnesota. To insure that the product meets all contracted specifications and is acceptable for their intended use, the buyer is responsible to test the product upon arrival. This contract will be deemed accepted if it is not signed and returned to seller within seven days of receipt. All claims/or adjustments must be filed within (30) calendar days from the date of shipment.

EQUINOX ENTERPRISES, INC.

PO BOX 393
EXCELSIOR, MN 55331
PH(612)474-1109 FAX(612)474-0686

Date 6/16/00

Sales Contract:P5165

Larry Wheeting
Wheetco, Inc.
P.O. Box 668
210 6th St. North
Groton, SD 57445
605-397-8361

COMMODITY: White Millet-All dockage deductable

QUANTITY: 1 Truck, 50000Lbs

PRICE: $4.25/cwt

PRICE BASIS: McLaughlin, SD

DATE OF SHIPMENT: Week of 6/19/00

CUSTOMER CONTRACT: Per Larry/Dave

TERMS: Net 14 Days

REMARKS: Buyers Truck

BUYER:Wheetco, Inc

BY: Larry Wheeting

SELLER: EQUINOX ENTERPRISES

BY: David J. Richotta

This is a contract subject to the specific trading rules pertaining to the commodity involved. State and or Federal taxes for buyer's account. Seller shall not be responsible for any acts of god or governments, or delays caused by strikes, storms accidents, embargoes. Delays of transportation companies and/or any contingencies beyond our control. Buyer will notify us immediately if this contract is not in accordance with their understanding, otherwise, this contract will be in full force and effect as written. This contract entered into and payable in Hennepin County, Excelsior, Minnesota. To insure that the product meets all contracted specifications and is acceptable for their intended use, the buyer is responsible to test the product upon arrival. This contract will be deemed accepted if it is not signed and returned to seller within seven days of receipt. All claims or adjustments must be filed within (30) calendar days from the date of shipment.

INVOICE

EQUINOX ENTERPRISES
19765 Hwy. 7, Suite 206
P.O. Box 393
Shorewood, Minnesota 55331
(952) 474-1109

Remit to: P.O. Box 1450, NW 7138
Minneapolis, Minnesota 55485-7138

DATE	INVOICE NO.
6/22/2000	18397

BILL TO:

WHEETCO INC.
210 6TH STREET
PO BOX 668
GROTON, SD 57445

SHIP TO:

WHEETCO INC.
GROTON, SD

NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	NET 10		6/22/2000	TRUCK	MCLAUGHLIN SD	

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
50,520	MILLET	WHITE MILLET	0.0425	2,147.10

Thank you for your business.

TOTAL $2,147.10

INVOICE

EQUINOX ENTERPRISES
19765 Hwy. 7, Suite 206
P.O. Box 393
SHOREWOOD, MINNESOTA 55331
(612) 474-1109

Remit to: P.O. Box 1450, NW 7138
Minneapolis, Minnesota 55485-7138

DATE	INVOICE NO.
7/19/2000	18464

BILL TO:

WHEETCO INC.
210 6TH STREET
PO BOX 668
GROTON, SD 57445

SHIP TO:

WHEETCO INC.
GROTON, SD

NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
BOL 6974	NET 10		7/13/2000	TRUCK	MCLAUGHLIN, D	

NTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
62,832	MILLET	WHITE MILLET - O DOCKAGE	0.0425	2,670.36

Thank you for your business.

TOTAL $2,670.36

INVOICE

EQUINOX ENTERPRISES
19765 Hwy. 7, Suite 206
P.O. Box 393
SHOREWOOD, MINNESOTA 55331
(612) 474-1109

Remit to: P.O. Box 1450, NW 7138
Minneapolis, Minnesota 55485-7138

DATE	INVOICE NO.
7/14/2000	18439

BILL TO:
WHEETCO INC.
210 6TH STREET
PO BOX 668
GROTON, SD 57445

SHIP TO:
WHEETCO INC.
GROTON, SD

NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	NET 10		7/6/2000	TRUCK		

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
58,446	MILLET	WHITE MILLET	0.0425	2,483.96

Thank you for your business.

TOTAL 2483.96

INVOICE

EQUINOX ENTERPRISES
19765 Hwy. 7, Suite 206
P.O. Box 393
SHOREWOOD, MINNESOTA 55331
(612) 474-1109

Remit to: P.O. Box 1450, NW 7138
Minneapolis, Minnesota 55485-7138

DATE	INVOICE NO.
7/14/2000	18463

BILL TO:
WHEETCO INC.
210 6TH STREET
PO BOX 668
GROTON, SD 57445

SHIP TO:
WHEETCO INC.
GROTON, SD

NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	NET 10		7/12/2000	TRUCK	MCLAUGHLIN, D	

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
72,220	MILLET	WHITE MILLET	0.0425	3,069.35
9,389	MILLET	WHITE MILLET-13% DOCKAGE	-0.0425	-399.03

62,831

Thank you for your business.

TOTAL 2670.32

NOT NEGOTIABLE
DATE/TIME: 04/19/00 16:55
REGULAR

MCLAUGHLIN WHEAT GROWERS
BOX 640
MCLAUGHLIN, SD 57642-0640
605/823-4441

OUTBOUND
TICKET# 160 0006957

Est Freight: CENTS CWT
Truck I.D.: TEWKSBURY FARMS
ANDOVER SD
Vehicle I.D.: PRS1914
Farm Desc: 59920

CUSTOMER: EQUINOX ENTERPRISES INC
SHOREWOOD MN
OUR CONTRACT# PC60271
THEIR CONTRACT#6164
000141640 EQUINOX ENTERPRISES Contract

PRICE SPLITS
100.00%

DSH 3/19

SAMPLE#: 1048
COMMODITY: MILLET

Destination:

REMARKS: FOB

DOCKAGE 8.0

TEST WEIGHT 54.0

79140 Lbs. GROSS
28620 Lbs. TARE
50520 Lbs. NET

505.20 Gross CWT
40.48 DKG/SHR
464.70 NET CWT

DRIVER [signature] WEIGHER Ken Ray

CERTIFICATION: THIS CERTIFICATE IS ISSUED BY AN INSPECTOR/WEIGHER LICENSED UNDER THE U.S. WAREHOUSE ACT AND REGULATIONS THEREUNDER. FOR THE SDWG ELEVATORS ABERDEEN, S.D., UNITED STATES WAREHOUSE ACT-GRAIN INSPECTION AND WEIGHT CERTIFICATE (INSPECTION NOT VALID FOR PURPOSE OF THE U.S. GRAIN STANDARDS ACT).

Staff_Exhibit 2

INDEX FOR SUMMARY OF CLAIMS PER STAFF
WHEETCO, INC.
NOVEMBER, 2001

1. Summary of claims per staff	Staff_Exhibit 2A
2. Filed claims and staff recommendations-July 1, 1995 to June 30, 1996	Staff_Exhibit 2B
3. Filed claims and staff recommendations-July 1, 1996 to June 30, 1997	Staff_Exhibit 2C
4. Filed claims and staff recommendations-July 1, 1997 to June 30, 1998	Staff_Exhibit 2D
5. Filed claims and staff recommendations-July 1, 1998 to June 30, 1999	Staff_Exhibit 2E
6. Filed claims and staff recommendations-July 1, 1999 to June 30, 2000	Staff_Exhibit 2F
7. Filed claims and staff recommendations-July 1, 2000 to June 30, 2001	Staff_Exhibit 2G

SUMMARY OF CLAIMS PER STAFF
WHEETCO, INC.
NOVEMBER, 2001

PER STAFF:	
1. Bond for license as a grain dealer effective for the period of July 1, 1995, through June 30, 1996	$75,000.00
Claims:	
2. Staff recommended valid claims against bond	-$.00
3. Balance	$75,000.00
4. Bond for license as a grain dealer effective for the period of July 1, 1996, through June 30, 1997	$50,000.00
Claims:	
5. Staff recommended valid claims against bond	-$.00
6. Balance	$50,000.00
7. Bond for license as a grain dealer effective for the period of July 1, 1997, through June 30, 1998	$75,000.00
Claims:	
8. Staff recommended valid claims against bond	-$0.00
9. Balance	$75,000.00
10. Bond for license as a grain dealer effective for the period of July 1, 1998, through June 30, 1999	$75,000.00
Claims:	
11. Staff recommended valid claims against bond	-$55,694.33
12. Balance	$19,305.67

13. Bond for license as a grain dealer effective for the period of July 1, 1999, through June 30, 2000	$75,000.00
Claims:	
14. Staff recommended valid claims against bond	-$277,993.86
15. Balance	-$202,993.86
16. Bond for license as a grain dealer effective for the period of July 1, 2000, through June 30, 2001	$75,000.00
Claims:	
17. Staff recommended valid claims against bond	-$233,442.71
18. Balance	-$158,442.71

Sources:
Lines 1 and 4: Bonds posted by St. Paul Mercury Insurance Company.
Lines 7, 10, 13 and 16: Bonds posted by Star Insurance Company.
Line 2: Staff_Exhibit 2B
Line 5: Staff_Exhibit 2C
Line 8: Staff_Exhibit 2D
Line 11: Staff_Exhibit 2E
Line 14: Staff_Exhibit 2F
Line 17: Staff_Exhibit 2G

FILED CLAIMS AND STAFF RECOMMENDATIONS
WHEETCO, INC.
FOR THE BONDING PERIOD OF JULY 1, 1995 THROUGH JUNE 30, 1996
NOVEMBER, 2001

		PROOF OF CLAIM			STAFF RECOMMENDATION		
Name/Lien holder	Commodity	Date(s) of Delivery	Amount	Docu-mentation	Amount	Docu-mentation	Comments
Bert Raap	Seed wheat & sunflowers	4/26/96-6/12/96	***$45,027.76***	1B	***$0.00***	3A	Deferred payment contracts not covered by bond per SDCL 49-45-9, seed wheat not covered by bond per SDCL 49-45-1.1(2), and grain payable converted to stock.
Total					$0.00		

FILED CLAIMS AND STAFF RECOMMENDATIONS
WHEETCO, INC.
FOR THE BONDING PERIOD OF JULY 1, 1996 THROUGH JUNE 30, 1997
NOVEMBER, 2001

Name/Lien holder	PROOF OF CLAIM				STAFF RECOMMENDATION		
	Commodity	Date(s) of Delivery	Amount	Documentation	Amount	Documentation	Comments
Bert Raap	Sunflowers	7/23/96-6/5/97	***$28,630.90***	1B	***$0.00***	3A	VCS contracts not covered by bond per SDCL 49-45-9 and common stock is not a grain payable.
Jerry Raap	Sunflowers	3/26/97-6/5/97	***$22,235.55***	1C	***$0.00***	3B	VCS contracts not covered by bond per SDCL 49-45-9.
Total					$0.00		

FILED CLAIMS AND STAFF RECOMMENDATIONS
WHEETCO, INC.
FOR THE BONDING PERIOD OF JULY 1, 1997 THROUGH JUNE 30, 1998
NOVEMBER, 2001

		PROOF OF CLAIM			STAFF RECOMMENDATION		
Name/Lien holder	Commodity	Date(s) of Delivery	Amount	Docu-mentation	Amount	Docu-mentation	Comments
Fred Wolken, Jr.	Cracked corn	6/18/98	***$751.20***	1D	***$0.00***	3AI	Cracked corn would not fall under the jurisdiction of the Commission.
Total					$0.00		

FILED CLAIMS AND STAFF RECOMMENDATIONS
WHEETCO, INC.
FOR THE BONDING PERIOD OF JULY 1, 1998 THROUGH JUNE 30, 1999
NOVEMBER, 2001

		PROOF OF CLAIM			STAFF RECOMMENDATION		
Name/Lien holder	Commodity	Date(s) of Delivery	Amount	Documentation	Amount	Documentation	Comments
Miles Bretsch	Sunflowers	5/7/99-6/9/99	***$24,000.00***	1E	***$23,778.24***	3Z	Difference is due to estimate made by producer.
Kjerstad Farm Partnership/ Stephanie Kjerstad	Safflower	2/9/99-3/16/99	***$18,015.00***	1F	***$15,591.63***		Difference is due to the bond not covering interest.
Lazy BS, LLP/ Stan Anderson	Sunflowers	1/20/99-1/29/99	***$6,464.00***	1G	***$5,500.00***	3AB	Difference is due to the bond not covering interest.
Gary Tiegs	Millet	11/2/98	$8,937.13	1H	$8,937.13	3AF	
D & M Grain	Durum	4/10/99-5/1/99	***$1,691.25***	1I	***$1,887.33***	3AH	Difference due to netting of grain payables & accounts receivable, service charge deductions.
Total					$55,694.33		

FILED CLAIMS AND STAFF RECOMMENDATIONS
WHEETCO, INC.
FOR THE BONDING PERIOD OF JULY 1, 1999 THROUGH JUNE 30, 2000
NOVEMBER, 2001

		PROOF OF CLAIM			STAFF RECOMMENDATION		
Name/Lien holder	Commodity	Date(s) of Delivery	Amount	Docu-mentation	Amount	Docu-mentation	Comments
Bert Raap	Sunflowers	5/15/00-5/19/00	***$8,957.16***	1B	***$26.89***	3A	Payable was converted to stock.
North Central Farmers Elevator	Millet & sunflowers	2/28/00-4/6/00	***$12,768.08***	1J	***$12,096.10***	3F	Difference due to prepay amount & dockage.
Kent Holler	Sunflowers	6/22/00	***$3,200.55***	1K	***$3,175.02***	3G	Difference due to check off.
Sam Schauer	Sunflowers	12/29/99-2/3/00	***$47,749.93***	1L	***$2,488.94***	3H	Difference due to stock conversion, assembly sheet error.
Jake Schauer	Sunflowers	1/5/00-2/28/00	***$29,751.42***	1M	***$1.42***	3I	Difference due to stock conversion
Jim Schauer	Sunflowers	2/11/00-2/15/00	$9,331.60	1N	$9,331.60		NSF Checks
Mike Knoll	Sunflowers	2/7/00-2/25/00	***$11,613.66***	1O	***$9,613.16***	3L	Difference is due to netting of Grain payable & accounts receivable.
Don Hearnen	Sunflowers	7/16/99-5/24/00	$27,793.36	1P	$27,793.36	3M	NSF chesks
Merritt Patterson & Sons, Dale Patterson	Safflowers	2/4/00-6/29/00	$14,845.05	1Q	$14,845.05	3O	NSF Checks
KSP Farms, Inc., Kevin Swanson	Sunflowers	5/22/00-5/23/00	$3,573.77	1R	$3,573.77		NSF Checks from Northern Prairie Seeds
Clark Roeber	Sunflowers	2/17/00-3/1/00	$15,246.45	1S	$15,246.45		NSF Checks
Joel Durheim/ First National Bank of Frederick	Sunflowers	7/23/99-7/28/99	$6,305.10	1T	$6,305.10		NSF Checks
Joe Cameron	Millet	5/24/00-6/4/00	***$5,038.57***	1U	***$3,188.49***	3R	Difference due to netting of accounts receivable from grain payable.

FILED CLAIMS AND STAFF RECOMMENDATIONS
WHEETCO, INC.
FOR THE BONDING PERIOD OF JULY 1, 1999 THROUGH JUNE 30, 2000
NOVEMBER, 2001

		PROOF OF CLAIM			STAFF RECOMMENDATION		
Name/Lien holder	Commodity	Date(s) or Delivery	Amount	Docu-mentation	Amount	Docu-mentation	Comments
Owen Elsen	Sunflowers	4/12/00-4/19/00	***$9,209.79***	1V	***$8,071.29***	3T	Difference due to netting of accounts receivable from grain payable.
Bottum Brothers	Sunflowers	8/9/99-8/19/99	$14,656.91	1W	$14,656.91	3U	
KH, Inc.	Sunflowers	10/22/99-11/2/99	***$4,002.11***	1X	***$3,950.00***	3V	Difference due to check off and stock transfer fee.
Witten Feed and Grain	Milo	5/4/00-6/1/00	***$4,804.80***	1Y	***$4,290.49***	3W	Difference due to freight not covered by bond.
Clarence Wagner	Sunflowers	9/14/99-9/27/99	$21,095.43	1Z	$21,095.43		
Mark Saunders	Sunflowers	6/8/00-6/30/00	$2,262.54	1AA	$2,262.54		
Clem Handcock	Millet	6/26/00	***$3,005.32 + interest***	1AB	***$3,005.64***	3AC	Interest is not covered by bond.
Schurrs	Sunflowers	10/25/99-3/1/00	***$95,601.11***	1AC	***$0.00***	3AD	Grain payable converted to stock.
Rix Farms, Inc.	Sunflowers, Cert. Oxen wheat, cert. Ignot wheat, cert. Russ wheat & wheat	10/18/99-5/2/00	***$62,672.12***	1AD	***$14,495.30***	3AE	Seed wheat not covered by bond per SDCL 49-45-1.1(2).
Erickson Farms	Wheat & millet	3/22/00-6/30-00	***$4,650.40***	1AE	***$4,175.62***	3AG	Difference is due to trucking not covered by bond.
D & M Grain	Sunflowers, oats & millet	8/30/99-2/11/00	***$107,036.12***	1I	***$94,305.29***	3AH	Difference due to netting of grain payables less accounts receivables, discrepancy in prices, and payments recorded.
Total					$277,993.86		

FILED CLAIMS AND STAFF RECOMMENDATIONS
WHEETCO, INC.
FOR THE BONDING PERIOD OF JULY 1, 2000 THROUGH JUNE 30, 2001
NOVEMBER, 2001

		PROOF OF CLAIM			STAFF RECOMMENDATION		
Name/Lien holder	Commodity	Date(s) of Delivery	Amount	Docu-mentation	Amount	Docu-mentation	Comments
Roger Hurlbert	Sunflowers	8/11/00-8/14/00	***$4,436.37***	1AF	***$4,231.50***	3C	Difference due to dockage and check off.
Russ Hurlbert	Sunflowers	8/11/00-8/14/00	***$2,957.58***	1AG	***$2,821.00***	3D	Difference due to dockage and check off.
Gary Meikeljohn	Sunflowers	8/4/00-8/11/00	***$23,639.64***	1AH	***$23,468.64***	3E	Difference due to pounds and check off.
Duenwald Brothers/Bank of Hoven	Sunflowers	7/20/00	$2,904.18	1AI	$2,904.18		
Warner Coop Elevator	Millet	7/31/00-8/2/00	$4,431.53	1AJ	$4,431.53		
PENCO of South Dakota	Sunflowers	1/12/01-2/13/01	***$24,636.20***	1AK	***$19,742.64***		Difference due to trucking not covered by bond.
Densley Zambo	Sunflowers	8/29/00-9/5/00	***$8,079.75***	1AL	***$7,668.47***	3J	Difference is due to dockage and check off.
Holyoke Coop Association	Millet	12/26/00-12/29/00	***$17,315.65***	1AM	***$12,477.73***	3K	Difference due to accounts receivable deduction.
Fred Eisenbraun/First Western Bank	Safflower	2/1/01	***$5,820.00***	1AN	***$5,659.15***	3N	Difference is due to dockage & check off.
RDZ Farms, Inc.	Millet	7/19/00-7/20/00	$6,138.31	1AO	$6,138.31		MSF Checks, stop payment- Northern Prairie Seeds
Merritt Patterson & Sons, Dale Patterson	Safflower	7/5/00	$5,339.17	1Q	$5,339.17	3O	
Gaylon Goldin	Sunflowers	7/26/00-7/27/00	$4,782.81	1AP	$4,782.81		
Paoli Farmers Coop	Red Millet	11/1/00	$3,190.80	1AQ	$3,190.80	3S	

FILED CLAIMS AND STAFF RECOMMENDATIONS
WHEETCO, INC.
FOR THE BONDING PERIOD OF JULY 1, 2000 THROUGH JUNE 30, 2001
NOVEMBER, 2001

Name/Lien holder	Commodity	PROOF OF CLAIM			STAFF RECOMMENDATION		
		Date(s) of Delivery	Amount	Docu-mentation	Amount	Docu-mentation	Comments
B & L Gorman/First State Bank of Gackle	Sunflowers	8/2/00-9/1/00	$14,283.20	1AR	$14,283.20		Voided Northern Prairie Seed checks.
Carl Peterson	Sunflowers	8/23/00	$3,076.16	1AS	$3,076.16		
Leo Naber	Millet	7/20/00-7/21/00	$6,575.56	1AT	$6,575.56		Stop payment Northern Prairie Seed checks.
Roger Vandervorste	Sunflowers	7/21/00-8/8/00	$29,511.49	1AU	$29,511.49	3P	
Jim Faulstich/American State Bank of Pierre	Sunflowers	10/17/00-3/13/01	***$15,599.82***	1AV	***$11,843.27***	3Q	Difference is due to an assembly sheet that had been paid.
Joe Cameron	Millet	7/2/00-8/9/00	***$7,884.80***	1U	***$4,293.23***	3R	Difference is due to deduction for accounts receivable, dockage & price per pound.
Clayton Kjerstad	Millet	12/27/00-3/5/01	***$19,536.80***	1AW	***$12,118.15***	3AJ	Difference is due to dockage, price, payment not recorded and trucking not covered by bond.
Farmers Oil Company	Sunflowers	10/31/00-11/27/00	***$5,340.37***	1AX	***$5,072.25***	3X	Difference is due to dockage & minor weight difference.
Kerwyn Holsing	Sunflowers	7/10/00-7/11/00	$5,230.62	1AY	$5,230.62		NSF Check on Northern Prairie Seeds.
Myron Dieterle	Sunflowers	8/4/00-8/22/00	***$8,930.85***	1AZ	***$8,863.65***	3Y	Difference due to check off and dockage. NSF checks-Northern Prairie Seeds
Equinox Enterprises	Millet	7/6/00-7/13/00	$5,885.98	1BA	$5,885.98	3AA	
Clem Handcock	Millet	7/6/00-3/8/01	***$23,845.90 plus interest***	1AB	***$23,833.22***	3AC	Difference is due to deductions from accounts receivable and netting of grain payables less accounts receivable.
Total					$233,442.71		

Staff_Exhibit 3

INDEX FOR DOCUMENTATION FOR STAFF CHANGES AND CLARIFICATION TO PROOF OF CLAIMS
WHEETCO, INC.
NOVEMBER, 2001

1. Bert Raap	Staff_Exhibit 3A
2. Jerry Raap	Staff_Exhibit 3B
3. Roger Hurlbert	Staff_Exhibit 3C
4. Russ Hurlbert	Staff_Exhibit 3D
5. Gary Meikeljohn	Staff_Exhibit 3E
6. North Central Farmers Elevator	Staff_Exhibit 3F
7. Kent Holler	Staff_Exhibit 3G
8. Sam Schauer	Staff_Exhibit 3H
9. Jake Schauer	Staff_Exhibit 3I
10. Densley Zambo	Staff_Exhibit 3J
11. Holyoke Coop	Staff_Exhibit 3K
12. Mike Knoll	Staff_Exhibit 3L
13. Don Hearnen	Staff_Exhibit 3M
14. Fred Eisenbraun	Staff_Exhibit 3N
15. Merritt Patterson & Sons/ Dale Patterson	Staff_Exhibit 3O
16. Roger VanderVorste	Staff_Exhibit 3P
17. Jim Faulstich	Staff_Exhibit 3Q
18. Joe Cameron	Staff_Exhibit 3R
19. Paoli Farmers Coop	Staff_Exhibit 3S
20. Owen Elsen	Staff_Exhibit 3T
21. Bottum Brothers	Staff_Exhibit 3U
22. KH, Inc.	Staff_Exhibit 3V
23. Witten Feed & Grain	Staff_Exhibit 3W
24. Farmers Oil Company	Staff_Exhibit 3X
25. Myron Dieterle	Staff_Exhibit 3Y
26. Miles Bretsch	Staff_Exhibit 3Z
27. Equinox Enterprises	Staff_Exhibit 3AA
28. Lazy B S Inc./ Stan Anderson	Staff_Exhibit 3AB
29. Clem Handcock	Staff_Exhibit 3AC
30. Schurrs	Staff_Exhibit 3AD
31. Rix Farms, Inc.	Staff_Exhibit 3AE
32. Gary Tiegs	Staff_Exhibit 3AF
33. Erickson Farms	Staff_Exhibit 3AG
34. D & M Grain	Staff_Exhibit 3AH
35. Fred Volken, Jr.	Staff_Exhibit 3AI
36. Clayton Kjerstad	Staff_Exhibit 3AJ

Assembly Sheet	Date		Amount
1763	3-26-97 to 3-25-97	Deferred Payment # 4496	11,346 63
1326	4-26-96 to 4-30-96	" " # 4497	12,740 41
1347	5-17-96 to 5-20-96	" " " "	3,523 95
1358	5-30-96	" " " "	2,539 22
1364	6-10-96 to 6-11-96	"	10,149 71
1365	6-1-96 to 6-4-96	" " " "	12,089 05
1371	6-12-96	" " " "	2,955 67
1382	6-11-96	" " " "	1,029 72
1430	7-23-96 to 7-24-96	" " " "	6,395 24
2083	5-15-00 to 5-19-00	75 = Checks	8,957 [illegible]
	Sub Total		71,726 59

Ties to [illegible] for $71,700.00 plus $26.59 [illegible]

1835	5-30-97 to 5-31-97	Deferred Payment # 4479	4,345 65
1854	6-4-97 to 6-5-97	" "	6,543 [illegible]
	Sub Total		10,888 93

Total 82,615 92

JN DATE: 04/26/01
JN TIME: 8:58 AM

Wheetco, Inc.
Accounts Payable
Aging Report

= A/P ACCOUNT: ALL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
endor Totals:	0.00	0.00	0.00	0.00	20,253.16	20,253.16-	0.00	
INCO PENCO OF SOUTH DAKOTA								
3277			14,153.69				14,153.69	GRAIN - BO SUNFLOWE
3292			5,868.70				5,868.70	GRAIN - BO SUNFLOWE
2261						155.81-	155.81-	SUNFLOWER CHECKOFF
3277						94.60-	94.60-	SUNFLOWER CHECKOFF
3292						29.34-	29.34-	SUNFLOWER CHECKOFF
endor Totals:	0.00	0.00	20,022.39	0.00	0.00	279.75-	19,742.64	
STECA CARL PETERSON								
3177					3,089.69		3,089.69	GRAIN - BO FLOWERS
3177						13.53-	13.53-	SUNFLOWER CHECKOFF
endor Totals:	0.00	0.00	0.00	0.00	3,089.69	13.53-	3,076.16	
AGRE PLAINS AGRI SALES								
1839					156.00		156.00	MOTOR
[illegible]						182.75-	182.75-	Overpayment Adjustm
endor Totals:	0.00	0.00	0.00	0.00	156.00	182.75-	26.75-	
ASCO PLAINSCO INC.								
46370					172.19		172.19	MOTOR - SMALL LEG
53470					4.61		4.61	FINANCE CHARGE
endor Totals:	0.00	0.00	0.00	0.00	176.80	0.00	176.80	
ESSTU PRAIRIE SEED & SALES								
ECEMBER 2000 STATEME					47.50		47.50	BROKERAGE TO SEGREG
ANUARY 2001				112.50			112.50	BROKERAGE - FLOWERS
OVEMBER STATEMENT					423.50		423.50	BROKERAGE-RYE,BO,CL
endor Totals:	0.00	0.00	0.00	112.50	471.00	0.00	583.50	
ABER BERT RAAP								
1365					11,042.07		11,042.07	WHEAT-SEED
1371					2,955.67		2,955.67	WHEAT-SEED
1382					1,029.72		1,029.72	SF-GRAIN
1430					6,395.34		6,395.34	SF-GRAIN
1763					11,346.63		11,346.63	SF-GRAIN
2083					9,053.37		9,053.37	GRAIN - BO SUNFLOWE
ED STOCK					30,000.00		30,000.00	STOCK BACK TO GRAIN
2083						96.21-	96.21-	SUNFLOWER CHECKOFF
TOCK						57,588.85-	57,588.85-	GRAIN TO STOCK

A.S. 1338, [illegible]

10,888.93

DATE: 04/26/01
TIME: 8:58 AM

Wheatco, Inc.
Accounts Payable
Aging Report

A/P ACCOUNT: ALL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
DCK-3						13,971.15-	13,971.15-	TO STOCK
Vendor Totals:	0.00	0.00	0.00	0.00	71,823.10	71,756.21-	66.89	
AJER JERRY RAAP								
1763					11,346.62		11,346.62	SF-GRAIN
1838					4,345.67		4,345.67	SF-GRAIN
1854					6,543.25		6,543.25	SF-GRAIN
TE						22,235.54-	22,235.54-	TRANSFER TO A NOTE
Vendor Totals:	0.00	0.00	0.00	0.00	22,235.54	22,235.54-	0.00	
FAR RDZ FARMS--ZABEL								
2147-1					3,069.16		3,069.16	VOIDED NPS CK#3052
2147-2					3,069.15		3,069.15	VOIDED NPS CK#3052
Vendor Totals:	0.00	0.00	0.00	0.00	6,138.31	0.00	6,138.31	
FAR RIX FARMS								
1977					402.00		402.00	GRAIN - WHEAT
1978					14,261.25		14,261.25	BROKERAGE - DAEN WH
1978					20,976.55		20,976.55	BROKERAGE - RUSS WH
1980					14,095.71		14,095.71	GRAIN - STRIPE SUNF
1984					11,227.43		11,227.43	BROKERAGE-RUSS WHEA
1978						2.41-	2.41	WHEAT CHECKOFF
1979						33.89-	33.89	WHEAT CHECKOFF
1978						30.86-	30.86	WHEAT CHECKOFF
1979						49.75-	49.75	WHEAT CHECKOFF
1980						14,497.71-	14,497.71	TRANSFER TO A NOTE
TE						46,348.32-	46,348.32	TRANSFER TO A NOTE
TE 2								
Vendor Totals:	0.00	0.00	0.00	0.00	60,962.34	60,962.34-	0.00	
BEJI OLINGER, LOVALD, REIMERS				1,000.00			1,000.00	LEGAL EXPENSES
CEMBER 2000							1,000.00	LEGAL FEES EXPENSED
EBRUARY 2001		1,000.00					1,000.00	LEGAL EXPENSE
RCH 2001	1,000.00						1,000.00	MCH. LEGAL EXPENSE
OVEMBER 13TH STATEME					1,000.00			
Vendor Totals:	1,000.00	1,000.00	0.00	1,000.00	1,000.00	0.00	4,000.00	
BECL CLARK ROEBER								
2034					13,279.13		13,279.13	GRAIN - BC SUNFLOWE
2043					1,039.84		1,039.84	GRAIN - BC SUNFLOWE
2034						86.89-	86.89	SUNFLOWER CHECKOFF
2043						8.74-	8.74	SUNFLOWER CHECKOFF

SUBSCRIPTION AGREEMENT

WHEREAS, Wheetco, Inc. desires to offer certain producers, suppliers and other individuals who have accounts owed to them by Wheetco, Inc., the right to subscribe to shares of common stock at the rate of $5[illegible].00 per share and to convert the accounts into shares of common stock.

I, Bert Raap, individually or as authorized representative of Bert Raap, a subscriber hereby subscribe for 1434 shares of common stock of Wheetco, Inc. at the conversion price of $[illegible]0.00 per share payable as follows:

1. The current account owed by Wheetco, Inc. to subscriber in the amount of $71,726.89 shall be treated as follows: $71,700 shall be converted into common voting stock, with the balance of $26.89 remaining fully payable.

2. This subscription contract is made with the understanding that the voting power of all stockholder meetings is lodged in the holders of common stock.

3. It is expressly agreed that no stock is to be issued to the subscriber until the amount of the subscription and the note given therefore, if any, is paid in full in cash or by conversion and any payment becoming due on the stock hereby subscribed for and any note given therefore if not paid within 30 days after notice that it is due shall at the option of the corporation cause the subscription and any note or notes given heretofore to become null and void, and all payments made on this subscription by subscriber shall become the property of the corporation absolutely as liquidated damages for the failure of the subscriber to carry out this contract.

4. Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder.

5. This subscription contract contains the entire contract between the subscriber and Wheetco, Inc. and no agent or representative of the corporation or any other person has any power to change or alter the terms of the subscription.

6. Subscriber acknowledges that this subscription agreement and the subscriber's interest in the corporation will be subject to the following restriction:

THE SHARES OF STOCK IN WHEETCO, INC. HAVE NOT, NOR WILL BE, REGISTERED OR QUALIFIED UNDER FEDERAL OR STATE SECURITIES LAWS. THE SHARES OF STOCK OF WHEETCO, INC. MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS SO REGISTERED OR QUALIFIED, OR UNLESS AN EXEMPTION FROM REGISTRATION OR QUALIFICATION EXISTS.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year hereinbefore written.

WHEETCO, INC., a corporation,

(CORPORATE SEAL)

By Larry Wheeting
Its President

Bert Raap
Subscriber

WHEETCO, INC.
STOCK REGISTER
AT 5/31/00

STOCK OWNERSHIP AT 1/31/1999	NO. SHARES	% OWNERSHIP
LARRY WHEETING	11,967	42.73
SHARON WHEETING	10,301	36.80
ADVENTURE'S PLUS	3,332	11.90
BERBOS FARMS	900	3.21
DAYLE LUEDEKE	1,500	5.36
TOTALS	28,000	100.00

SHARES SOLD BETWEEN 1/31/99 AND 5/31/00	
D & M GRAIN	600
SCHURR'S	2,000
RAAP	600
SCHAUER'S	1,500
NORTHERN PRAIRIE SEED	808
	5,508
TOTALS	33,508

MAY 31, 2000 STOCK OWNERSHIP		
LARRY WHEETING	11,967	35.71%
SHARON WHEETING	10,301	30.74%
ADVENTURE'S PLUS	3,332	9.94%
BERBOS FARMS	900	2.69%
DAYLE LUEDEKE	1,500	4.48%
D & M GRAIN	600	1.79%
SCHURR'S	2,000	5.97%
RAAP	600	1.79%
SCHAUER'S	1,500	4.48%
NORTHERN PRAIRIE SEED	808	2.41%
	33,508	100.00%

WHEETCO, INC.
GROTON, SOUTH DAKOTA

FINANCIAL STATEMENTS
FOR THE FOUR MONTHS ENDED MAY 31, 2000

collateralized by equipment and all business assets. Necog has agreed to accept interest only monthly payments for the next two years.	
Notes payable to Bert and Jerry Raap with interest fluctuating with current rates There is no security and no set repayment schedule on these notes.	55,005
Disaster loan due to the SBA, payable in monthly payments of $794, including interest at 4%, collateralized by real estate.	156,830
Note payable to the City of Groton payable in semi-annual payments of $492 53, including interest at 7%, for curb and gutter improvements	4,607
Equipment note due to F.F. Fisher, payable in monthly payments of $816 73, including interest at 8.5%. collateralized by equipment	19,194
Credit card debts with interest rates varying from 10.75 to 18 percent interest. There is no security and repayment is calculated based on monthly payments of $2,500 per month.	93,093
Note payable to Northern Prairie Seed, with interest fluctuating with current rates. There is no security and no set repayment schedule.	18,577
Total long-term debt	$ 414,210
Less current portion	31,927
Long term debt	$ 382,283

Maturities of long-term debt are as follows:

1479

DEFERRED PAYMENT CONTRACT

DATE: 7/15/99

THIS AGREEMENT, made and entered into by and between Wheeler, Inc.
with its principal place of business at 300 E. Railroad Ave, hereinafter
referred to as "Buyer", and Bert Haas,
whose principal place of business is at Rt. Box 49 Andover, SD
hereinafter referred to as "Seller".

The parties hereto hereby promise and agree as follows:

1. Seller hereby sells and Buyer hereby purchases and acknowledges receipt of the following described grain(s):

RECEIPT NO.	KIND OF GRAIN	NET BUSHELS	PRICE	AMOUNT
See DP# 4451-1997	[illegible]		$	$ [illegible]
AS 1838	Bert renews these every year &			
AS 1554	doesn't want to put a payment			
	date in - He just says if he is			
	going to want, he will let us			
	know a couple months ahead			
	how much & when —			

TOTAL GROSS AMOUNT: ..... $ [illegible]

LESS DEDUCTIONS: ..... SF Checkoff [illegible]

NET AMOUNT ..... $ [illegible]

2. Which Buyer agrees to pay to Seller between the dates of _____ (date), and _____ (date)

3. Seller hereby warrants that he has good and merchantable title and the right to sell the grain hereinabove described, and that said grain is free and clear of all liens, encumbrances, security interest or claims of any nature whatsoever, and Seller hereby promises and agrees to warrant and defend the title thereto against any and all claims.

4. Neither this contract nor the obligations contained herein may be assigned by either Buyer or Seller to any third party whatsoever and that the same may not be used as collateral for a loan.

5. This contract and the obligations contained herein shall be binding upon the heirs, administrators, executors, personal representatives or successors of the parties hereto.

[illegible]

Seller

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year first above written.

Wheeler, Inc. Buyer

By [illegible] Title

FORM 2555SD [illegible]

7/-2001 ASSEMBLING SHEET

1838

Pd Ma

O

I

Deferred
Mark Paid

WHEETCO
PO BOX 668
GROTON, SD
57445
397-8111

Pounds Per Std. Bu.

60.00 Wheat
32.00 Oats
56.00 Rye
60.00 Soybeans
56.00 Corn

Name: KAAP BROS.

Grain Type: BO SUNFLOWERS Check off: (YES) Apply to Contract: B

Ticket or Refr. no./DATE	Gross Weight	Tare Weight	Net Weight	Dock 2.00%	Moist 0.00%	Net Lb./Bu	Net Price	Gross Dollar	Other Deduct	Total Due
5522 5/30/97 [illegible]	37,160	16,980	20,180	403.60	0.00	19,776.40	0.12000	2,373.17	0.00	2,373.17
5525 5/30/97 [illegible]	29,900	13,400	16,500	330.00	0.00	16,170.00		1,940.40	0.00	1,940.40
5527 5/31/97 [illegible]	37,520	16,940	20,580	411.60	0.00	20,168.40		2,420.21	0.00	2,420.21
5570 5/30/97 [illegible]	30,020	13,420	16,600	166.00	0.00	16,434.00		1,972.08	0.00	1,972.08
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
TOTALS	134,600.00	60,740.00	73,869.00	1,311.20	0.00	72,548.80		8,705.86	0.00	8,705.86

SCALE TICKET #5570 DOCKED AT 1%;

TOTAL AMOUNT DUE $ 8,705.856

LESS: Deductions Berts 4352.93
(7.25)
4345.68

Checkoff SUNFLOWER CHECKOFF $ (14.51

Misc. $ (

NET AMOUNT DUE $ 8,691.346

PD. CK. NO._____ AMOUNT_____

Drip 4352.93
(7.26)
4345.67

PD. CK. NO._____ AMOUNT_____

CONTRACT SETTLEMENTS

Contract B

Beginning Contract Amount (in Lbs. or Bu.)	0.00 $/Bu.
Total Settled Amount	72,548.80 $/Bu.
Left to be Settled	-72,548.80 $/Bu.

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

FROM : FAX NO. : May. 15 200: 08:48PM P3

5-31-2001

ASSEMBLING SHEET

Call from hang listing - said not paid

P/Dem

1854

I.

~~Defected~~
Not paid

WHEETCO
PO BOX 888
GROTON, SD
57445
397-8111

Pounds Per Std. Bu.

60.00 Wheat
32.00 Oats
56.00 Rye
60.00 Soybeans
56.00 Corn

Name: HARP BROS

Grain Type: 86 SUNFLOWERS Check Off: (YES) Apply to Contract #

Ticket or Petr. No./DATE	Gross Weight	Tare Weight	Net Weight	Dock 2.00%	Moist 0.00%	Net Lb./Bu.	Net Price	Gross Dollar	Other Deduct	Total Due
5569 6/4/97 30[illegible]	29,120	13,420	16,700	334.00	0.00	16,366.00	0.000	1,963.92	0.00	1,963.92
5571 6/4/97 31[illegible]	27,240	17,000	20,240	607.20	0.00	19,632.80		2,355.94	0.00	2,355.94
5573 6/4/97 30[illegible]	38,880	16,980	21,900	438.00	0.00	21,462.00		2,575.44	0.00	2,575.44
5575 6/4/97 29[illegible]	32,540	15,280	17,150	343.20	0.00	16,816.80		2,018.02	0.00	2,018.02
5580 6/5/97 30[illegible]	28,960	13,360	15,600	468.00	0.00	15,132.00		1,815.84	0.00	1,815.84
5581 6/5/97 29[illegible]	37,300	16,860	20,440	613.20	0.00	19,826.80		2,379.22	0.00	2,379.22
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00

TOTALS 233,040.00 91,060.00 112,940.00 2,803.60 0.00 109,136.40 13,105.37 0.00 13,108.37

SCALE TICKET #5580,5581 DOCKED AT 2%

TOTAL AMOUNT DUE $ 13,108.368

LESS: Deductions Barts 6554.16
Checkoff (10.93)
Misc.

NET AMOUNT DUE $ 6543.25

SUNFLOWER CHECKOFF $ (21.85)
$ ( )

$ 13,086.521

Temp 6554.17
(10.92)
6543.25

PD. CK. NO._____ AMOUNT_____

PD. CK. NO._____ AMOUNT_____

CONTRACT SETTLEMENTS

Contract #

Beginning Contract Amount (in Lbs. or Bu.) 0.0 #/Bu.
Total Settled Amount [illegible] #/Bu.

Left to be Settled [illegible] #/Bu.

SIGNATURE _____

[illegible], Wheeting, Owner of Wheetco, Date

4481

DEFERRED PAYMENT CONTRACT

DATE [illegible]

THIS AGREEMENT, made and entered into by and between [illegible] with its principal place of business at [illegible], hereinafter referred to as "Buyer", and [illegible], whose principal place of business is at [illegible], hereinafter referred to as "Seller".

The parties hereto hereby promise and agree as follows:

1. Seller hereby sells and Buyer hereby purchases and acknowledges receipt of the following described grain(s):

RECEIPT NO.	KIND OF GRAIN	NET BUSHELS	PRICE	AMOUNT
See DP#	[illegible]		$	$ [illegible]
3448-[illegible]				
	*Same as	# 4479		

TOTAL GROSS AMOUNT: ..... $ [illegible]

LESS DEDUCTIONS: ..... SF Checkoff [illegible]

NET AMOUNT ..... $ [illegible]

2. Which Buyer agrees to pay to Seller between the dates of _____ (date), and _____ (date)

3. Seller hereby warrants that he has good and merchantable title and the right to sell the grain hereinabove described, and that said grain is free and clear of all liens, encumbrances, security interest or claims of any nature whatsoever, and Seller hereby promises and agrees to warrant and defend the title thereto against any and all claims.

4. Neither this contract nor the obligations contained herein may be assigned by either Buyer or Seller to any third party whatsoever and that the same may not be used as collateral for a loan.

5. This contract and the obligations contained herein shall be binding upon the heirs, administrators, executors, personal representatives or successors of the parties hereto

Seller

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year first above written

[illegible] Buyer

By [illegible] Title

FORM 2555SD — Victor Lundeen Co. Printers, Fergus Falls, Minnesota — [illegible]

4480

DEFERRED PAYMENT CONTRACT

DATE [illegible]

THIS AGREEMENT, made and entered into by and between [illegible], with its principal place of business at [illegible], hereinafter referred to as "Buyer", and [illegible], whose principal place of business is at [illegible], hereinafter referred to as "Seller".

The parties hereto hereby promise and agree as follows:

1. Seller hereby sells and Buyer hereby purchases and acknowledges receipt of the following described grain(s):

RECEIPT NO.	KIND OF GRAIN	NET BUSHELS	PRICE	AMOUNT
[illegible]	[illegible]		$	$ [illegible]
[illegible]	[illegible]			[illegible]
	* Same as #4479			

TOTAL GROSS AMOUNT: [illegible] $ [illegible]

LESS DEDUCTIONS: [illegible] [illegible]

NET AMOUNT $ [illegible]

2. Which Buyer agrees to pay to Seller between the dates of _____ (date), and _____ (date)

3. Seller hereby warrants that he has good and merchantable title and the right to sell the grain hereinabove described, and that said grain is free and clear of all liens, encumbrances, security interest or claims of any nature whatsoever, and Seller hereby promises and agrees to warrant and defend the title thereto against any and all claims.

4. Neither this contract nor the obligations contained herein may be assigned by either Buyer or Seller to any third party whatsoever and that the same may not be used as collateral for a loan.

5. This contract and the obligations contained herein shall be binding upon the heirs, administrators, executors, personal representatives or successors of the parties hereto.

_____ Seller

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year first above written.

_____ Buyer

By _____ Title

FORM 2555SC [illegible]

DEFERRED PAYMENT CONTRACT

2437

DATE: July 2, 1996

THIS AGREEMENT, made and entered into by and between Wheeto, Inc. with its principal place of business at 210 N. 6th Street Groton, SD hereinafter referred to as "Buyer", and Bert Raap whose principal place of business is at Rt 2 Box 49 Andover, SD hereinafter referred to as "Seller",

The parties hereto hereby promise and agree as follows:

1. Seller hereby sells and Buyer hereby purchases and acknowledges receipt of the following described grain(s):

RECEIPT NO.	KIND OF GRAIN	NET BUSHELS	PRICE	AMOUNT
1/2 AS 1326	Wheat Seed		$ 7.00/bu	$ 12,758.63
1/2 AS 1358	" "		7.25/bu	2542.72
1/2 AS 1347	" "		7.25/bu	3528.81
1/2 AS 1371	" "		7.00/bu	2959.90
1/2 AS 1365	" "		7.00/bu	12,106.37

moved to DP#2447

CANCELLED

SOUTH DAKOTA UTILITIES

TOTAL GROSS AMOUNT: ..... $ 33,896.43

LESS DEDUCTIONS: Wht. Checkoff (18.22 + 3.50 + 4.86 + 4.23 + 17.29) (48.10)

NET AMOUNT ..... $ 33,848.33

2. Which Buyer agrees to pay to Seller between the dates of Jan. 1, 1997 (date), and Jan. 31, 1997 (date).

3. Seller hereby warrants that he has good and merchantable title and the right to sell the grain hereinabove described, and that said grain is free and clear of all liens, encumbrances, security interest or claims of any nature whatsoever, and Seller hereby promises and agrees to warrant and defend the title thereto against any and all claims.

4. Neither this contract nor the obligations contained herein may be assigned by either Buyer or Seller to any third party whatsoever and that the same may not be used as collateral for a loan.

5. This contract and the obligations contained herein shall be binding upon the heirs, administrators, executors, personal representatives or successors of the parties hereto.

"THIS CONTRACT IS NOT PROTECTED BY SOUTH DAKOTA STATUTORY WAREHOUSEMAN'S BOND OR GRAIN DEALER'S BOND COVERAGES."

Bert Raap Seller

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year first above written.

Wheeto Inc Buyer

By Larry Wheeto - President Title

FORM 1650SD — Miller Lundeen Co., Printers, Fergus Falls, Minnesota — 256165

2139

DEFERRED PAYMENT CONTRACT

DATE: 7/25/16

THIS AGREEMENT, made and entered into by and between Wheeler Inc. with its principal place of business at 210 N. 6th Street Groton, SD, hereinafter referred to as "Buyer", and Bert Rack, whose principal place of business is at RR1 Box 99 Andover, SD, hereinafter referred to as "Seller",

The parties hereto hereby promise and agree as follows:

1. Seller hereby sells and Buyer hereby purchases and acknowledges receipt of the following described grain(s):

RECEIPT NO.	KIND OF GRAIN	NET BUSHELS	PRICE	AMOUNT
AS 13[illegible]	Sunflowers	14,47[illegible]	$ 14.25	$ 3[illegible]
AS 1316	Sunflowers	14,[illegible]	14.25	20 32[illegible]
AS 14[illegible]	" "	91 45[illegible]	14.00	12[illegible]
		Contract Adj.	-	[illegible]
	1/2 to Jerry, 1/2 to Bert			17,5[illegible]
	Moved to DP# 2447			

TOTAL GROSS AMOUNT: $ [illegible]

LESS DEDUCTIONS: SF Check Laboratory Analysis Fee (Dockage) [illegible] 24.16

NET AMOUNT $ 17,574.7[illegible]

2. Which Buyer agrees to pay to Seller between the dates of 1/1/17 (date), and 1/31/17 (date).

3. Seller hereby warrants that he has good and merchantable title and the right to sell the grain hereinabove described, and that said grain is free and clear of all liens, encumbrances, security interest or claims of any nature whatsoever, and Seller hereby promises and agrees to warrant and defend the title thereto against any and all claims.

4. Neither this contract nor the obligations contained herein may be assigned by either Buyer or Seller to any third party whatsoever and that the same may not be used as collateral for a loan.

5. This contract and the obligations contained herein shall be binding upon the heirs, administrators, executors, personal representatives or successors of the parties hereto.

"THIS CONTRACT IS NOT PROTECTED BY SOUTH DAKOTA STATUTORY WAREHOUSEMAN'S BOND OR GRAIN DEALER'S BOND COVERAGES."

Bert Rack
Seller

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day and year first above written.

Wheeler Inc
Buyer

By Larry Wheeler President
Title

FORM 2556SD — Vic Lundeen Co. Printers Fergus Falls, Minnesota — 756196

PROMISSORY NOTE

WHEETCO, INC. of Groton, South Dakota hereinafter referred to as the "Borrower".

Lender: Jerry Raap

Mailing Address: Andover, SD 57422

For value received, Borrower promises to pay the Lender the amount of $ 22,235.54 at the rate of 10% per year for a period of _____ years, from the date this note was signed until the date it is paid in full *(Wheetco will receive credit for prepayments, reducing the total amount of interest to be repaid).*

Wheetco agrees that this note shall be paid in installments, which include principal and interest, of not less than $_____.00 per month, due on the _____ day of each month until such time as the principal and interest are paid in full.

If any installment payments due under this note is not received by the Lender within 30 days of its due date, the entire amount of the unpaid principal shall become immediately due and payable at the option of the Lender with written notice to Wheetco, Inc.

(The term Lender refers to any person who legally holds this note, including a buyer in due course.)

Jerry Wheeler _____ _____

Wheetco, Inc. Representative Date

WHEETCO, INC.
300 East Railroad Ave.
PO Box 668
Groton, SD 57445
Brown County
South Dakota
(605)397-8111

Jerry Raap _____ 9-20-00

Lender's Representative Date

* A/P ACCOUNT: 2 2/202

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
PAOLI PAOLI FARMERS CO-OP ELE.								
48 0002	3,190.80						3,190.80	GRAIN - RED MILLET
Vendor Totals:	3,190.80	0.00	0.00	0.00	0.00	0.00	3,190.80	
PATRAL DALE PATTERSON								
48 0016					4,870.75		4,870.75	GRAIN - SAFFLOWER
48 0024					10,063.94		10,063.94	GRAIN - SAFFLOWER
48 0028					5,756.47		5,756.47	SAFFLOWER
CP 0026						16.10-	16.10-	SAFFLOWER CHECK OFF
CP 0024						22.85-	22.85-	SAFFLOWER CHECK OFF
CP 0028						19.71-	19.71-	SAFFLOWER CHECK OFF
NOTE						20,184.21-	20,184.21-	TRANSFER TO A NOTE
Vendor Totals:	0.00	0.00	0.00	0.00	20,691.16	20,691.16-	0.00	
PETRIA DAL PETERSON								
48 0177				3,139.69			3,139.69	GRAIN - SU FLOWER
CP 0177						17.87-	17.87-	SUNFLOWER CHECK OFF
Vendor Totals:	0.00	0.00	0.00	3,139.69	0.00	17.87-	3,121.82	
PHILLIP BART RAAP								
48 1731					1,029.72		1,029.72	SF-GRAIN
48 1479					6,795.74		6,795.74	SF-GRAIN
48 1763					11,746.67		11,746.67	SF-GRAIN
48 0181					4,451.77		4,451.77	GRAIN - SU SUNFLOWE
FEED STOCK			70,000.00				70,000.00	STOCK BACK TO GRAIN
CP 0001						4.21-	4.21-	SUNFLOWER CHECK OFF
STOCK						87,288.89-	87,288.89-	GRAIN TO STOCK
Vendor Totals:	0.00	0.00	70,000.00	0.00	24,023.90	87,293.10-	6.70	
PHILLIP JERRY RAAP								
48 1761					11,746.67		11,746.67	SF-SF-GR
48 1373					4,245.67		4,245.67	SF-GRAIN
48 1384					6,847.03		6,847.03	SF-GRAIN
NOTE						22,839.37-	22,839.37-	TRANSFER TO A NOTE
Vendor Totals:	0.00	0.00	0.00	0.00	22,839.37	22,839.37-	0.00	
PIONEER SEED PRODUCTS								
48014741			3,187.16				3,187.16	INVOICE NOT CHECKED
48014742			3,187.16				3,187.16	INVOICE NOT CHECKED
Vendor Totals:	0.00	0.00	6,374.32	0.00	0.00	0.00	6,374.32	

** A/P ACCOUNT: 2 2[illegible]202

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
Vendor Totals:	0.00	0.00	0.00	0.00	4,830.75	16.10-	4,814.65	
PAABER BERT RAAP - Deferred LT								
-B 1364					10,149.71		10,149.71	SP-GRAIN
-B 1382					1,029.72		1,029.72	SP-GRAIN
-B 1430					6,395.34		6,395.34	SP-GRAIN
-B 1763					11,346.63		11,346.63	SP-GRAIN
-B 3083	14,053.37						14,053.37	GRAIN - SO SUNFLOWE
CR 3083						96.21-	96.21-	SUNFLOWER CHECKOFF
Vendor Totals:	14,053.37	0.00	0.00	0.00	28,921.40	96.21-	42,878.56	
PAABER GERRY RAAP - Deferred LT								
-B 1763					11,346.63		11,346.63	SP-GRAIN
-B 1832					4,345.67		4,345.67	SP-GRAIN
-B 1854					6,543.25		6,543.25	SP-GRAIN
Vendor Totals:	0.00	0.00	0.00	0.00	22,235.54	0.00	22,235.54	
PIXFAR RIX FARMS								
-B 3084	14,095.71						14,095.71	GRAIN - STRIPE SUNF
Vendor Totals:	14,095.71	0.00	0.00	0.00	0.00	0.00	14,095.71	
ROBELO LOREN ROBERT								
-B 2912					825.12		825.12	GRAIN - SO SUNFLOWE
CR 2912						3.41-	3.41-	SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	825.12	3.41-	821.71	
ROEBOL CLARK ROEBER								
-B 3034					3,273.19		3,273.19	GRAIN - SO SUNFLOWE
-B 3043					2,038.89		2,038.89	GRAIN - SO SUNFLOWE
CR 3034						56.89-	56.89-	SUNFLOWER CHECKOFF
CR 3043						8.74-	8.74-	SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	5,312.08	65.63-	5,246.45	
SCHAJA JAKE SCHAUER - Stockholder								
-B 3009					20,251.84		20,251.84	GRAIN - SO SUNFLOWE
-B 3035					9,627.63		9,627.63	GRAIN - SO SUNFLOWE
CR 3009						86.79-	86.79-	SUNFLOWER CHECKOFF
CR 3035						41.26-	41.26-	SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	29,879.47	128.05-	29,751.42	

WHEETCO, INC.
300 East Railroad Ave.
Groton, SD 57445
FROM THE DESK OF KRIS CUTLER

October 30, 2000

RE: Enclosed Amortization Schedules

To: All Current Note Holders:

I am sending out amortization schedules, which I promised when all our notes were originally signed. Listed will be the interest rate, number of months payments will be made, the total note amount and the monthly payment amount.

You will notice that as of this point in time, an exact commencement date on the note payments is not listed. Until confirmation and completion of the loan application is done, no certain date can be listed. However, be assured that everything is being processed and I will let you know as soon as I hear any updates on a time frame.

Sincerely,

Kris Cutler

Kris Cutler, Accountant
Wheetco, Inc.

RECEIVED

NOV 2 8 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

ASSEMBLY SHEET

3C

8/31

/HEETCO
O BOX 668
)TON, SD
57445
05-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

ame: ROGER HURLBERT
RUSS HURLBERT

rain Type: O FLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
1373 8/11/00 32TW	68,940	28,980	39,960 ✓	3.00%	1,198.80	0	38,761.20	$0.0675	$2,616.38
1379 8/11/00 32TW	67,900	28,820	39,080	4.00%	1,563.20	0	37,516.80		$2,532.38
1385 8/14/00 31.5TW	59,160	28,660	30,500 ✓	6.00%	1,830.00	0	28,670.00		$1,935.23
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
~~Totals~~	196,000	86,460	109,540		4,592.00	0	104,948.00		$7,083.99

OTAL AMOUNT DU	ROGER 62,968.80	RUSS 41,979.20		$7,083.990
ESS: Deductions	$4,250.39	$2,833.60		
Checkoff	$18.89 ✓	$12.59 ✓	SUNFLOWER CHECKOFF	$31.48
Misc.				
ET AMOUNT DUE	$4,231.50	$2,821.00		$7,052.506

PD. CK. NO. 2083 AMOUNT $4,231.50 (CHK) -VOIDED

PD. CK. NO. 2084 AMOUNT $2,821.00 -VOIDED

ONTRACT
ETTLEMENTS
ontract#

Beginning Contract Amount (Lbs/Bu)	0	# / BU
Total Settled Amount	104,948.00	# / BU
Left to be Settled	-104948	# / BU

GNATURE _____

Larry Wheeting, Owner of Wheetco, Date

Page

3D

8/31

RECEIVED

NOV 2 8 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

ASSEMBLY SHEET

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

/HEETCO
O BOX 668
)TON, SD
57445
05-397-8111

ame: ROGER HURLBERT
RUSS HURLBERT

rain Type: 3O FLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
1373 8/11/00 32TW	68,940	28,980	39,960 ✓	3.00%	1,198.80	0	38,761.20	$0.0675	$2,616.38
1379 8/11/00 32TW	67,900	28,820	39,080	4.00%	1,563.20	0	37,516.80		$2,532.38
1385 8/14/00 31.5TW	59,160	28,660	30,500 ✓	6.00%	1,830.00	0	28,670.00		$1,935.23
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
~~Totals~~	196,000	86,460	109,540		4,592.00	0	104,948.00		$7,083.99

OTAL AMOUNT DU	ROGER 62,968.80	RUSS 41,979.20		$7,083.990
ESS: Deductions	$4,250.39	$2,833.60		
Checkoff	$18.89 ✓	$12.59 ✓	SUNFLOWER CHECKOFF	$31.48
~~Misc.~~				
ET AMOUNT DUE	$4,231.50	$2,821.00		$7,052.506

PD. CK. NO. 2083 AMOUNT 4231.50 2nd? -CODED

PD. CK. NO. 2084 AMOUNT 2821.00 -CODED

ONTRACT
ETTLEMENTS
ontract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	104,948.00 #/BU
Left to be Settled	-104948 #/BU

GNATURE _____

Larry Wheeting, Owner of Wheetco, Date

3E

RECEIVED

NOV 2 8 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

PROMISSORY NOTE

WHEETCO, INC. of Groton, South Dakota hereinafter referred to as the "Borrower".

Lender: GARY MEIKELJOHN

Mailing Address: 3985 CR 35, DICKEY, ND 58431

[illegible], Borrower promises to pay the Lender the amount of $ 23,468.64, at the rate of 10.6% per year for a period of 7 years, from the date this note was signed until the date it is paid in full *(Wheetco will receive credit for prepayments, reducing the total amount of interest to be repaid).*

Wheetco agrees that this note shall be paid in installments, which include principal and interest, if not less than $ _____.00 per month, due on the _____ day of each month until such time as the principal and interest are paid in full.
(a payment schedule will be sent out after all the notes are signed)

If any installment payments due under this note is not received by the Lender within 30 days of its due date, the entire amount of the unpaid principal shall become immediately due and payable at the option of the Lender with written notice to Wheetco, Inc.

(The term Lender refers to any person who legally holds this note, including a buyer in due course.)

Larry Wheeting KC 10/10/00
Wheetco, Inc. Representative Date

WHEETCO, INC.
300 East Railroad Ave.
PO Box 668
Groton, SD 57445
Brown County
South Dakota
(605)397-8111

Gary Meikeljohn 10/[illegible]/00
Lender's Representative Date

AETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Page 1

Bushels Per Std. Bu

60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3161

Name: GARY MEIKLEJOHN

Crop Type: 90 SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
11047 8/04/03 04TW	88,860	28,460	60,800	4.00%	2,400.00	0	58,400.00	56.0700	32,748.28
11027 8/02/03 01TW	76,700	28,460	48,240	4.00%	1,929.60	0	46,310.40		59,241.73
	0	0	0	0.00%	0.00	0	0.00		50.00
	0	0	0	0.00%	0.00	0	0.00		50.00
	0	0	0	0.00%	0.00	0	0.00		50.00
	0	0	0	0.00%	0.00	0	0.00		50.00
	0	0	0	0.00%	0.00	0	0.00		50.00
	0	0	0	0.00%	0.00	0	0.00		50.00
	0	0	0	0.00%	0.00	0	0.00		50.00
	0	0	0	0.00%	0.00	0	0.00		50.00
	0	0	0	0.00%	0.00	0	0.00		50.00
	0	0	0	0.00%	0.00	0	0.00		50.00
Total	165,560	56,920	109,040		4,329.60	0	98,710.40		98,789.73

TOTAL AMOUNT DUE 98,789.73

LESS: Deductions
Checkoff SUNFLOWER CHECKOFF 539.01
Misc.

NET AMOUNT DUE 98,249.72

2246.91

PD. CK. NO. 3070 AMOUNT [illegible]

PD. CK. NO. 3071 AMOUNT 2246.90

CONTRACT SETTLEMENTS
Contract

3071 2246.91

Beginning Contract Amount (Lbs/Bu) 0 #/BU
Total Settled Amount 98,710.40 #/BU

Left to be Settled -98710.4 #/BU

SIGNATURE _____
Larry Wheeting, Owner of Wheeler, Date

Page 1

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3167

Name: GARY MEIKELJOHN

Grain Type: BO FLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wgt	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
11361 8/09/00 31[illegible]W	78,740	28,700	50,040	6.00%	3,002.40	0	47,037.60	$0.0700	$3,292.
11363 8/10/00 33[illegible]TW	79,460	28,640	50,820	8.00%	4,065.60	0	46,754.40		$3,272.
11364 8/10/00 33[illegible]W	78,560	27,780	50,780	9.00%	4,570.20	0	46,209.80		$3,234.(
11370 8/11/00 33[illegible]W	81,580	28,920	52,660	7.00%	3,686.20	0	48,973.80		$3,428.(
11371 8/11/00 34[illegible]W	83,700	28,240	55,460	8.00%	4,436.80	0	51,023.20		$3,571.(
	0	0	0	0.00%	0.00	0	0.00		$0.(
	0	0	0	0.00%	0.00	0	0.00		$0.(
	0	0	0	0.00%	0.00	0	0.00		$0.(
	0	0	0	0.00%	0.00	0	0.00		$0.(
	0	0	0	0.00%	0.00	0	0.00		$0.(
	0	0	0	0.00%	0.00	0	0.00		$0.(
	0	0	0	0.00%	0.00	0	0.00		$0.(
Totals	402,040	142,280	259,760		19,761.20	0	239,998.80		$16,799.(

TOTAL AMOUNT DUE $16,799.61

[illegible] Deductions

Checkoff SUNFLOWER CHECKOFF $72.0(

[illegible]

NET AMOUNT DUE $16,727.61

3088 3345.51

PD. CK. NO. 3089 AMOUNT 3345.51

3090 3345.51

PD. CK. NO. 3091 AMOUNT 3345.51

3092 3345.52

CONTRACT SETTLEMENTS

Contract#

Beginning Contract Amount (Lbs/Bu)	0	#/BU
Total Settled Amount	239,998.80	#/BU
Left to be Settled	-239998.8	#/BU

SIGNATURE _____

Larry Wheeling, Owner of Wheetco, Date

WHEETCO, INC.
300 East Railroad Ave.
Groton, SD 57445
FROM THE DESK OF KRIS CUTLER

October 30, 2000

RE: Enclosed Amortization Schedules

To: All Current Note Holders:

I am sending out amortization schedules, which I promised when all our notes were originally signed. Listed will be the interest rate, number of months payments will be made, the total note amount and the monthly payment amount.

You will notice that as of this point in time, an exact commencement date on the note payments is not listed. Until confirmation and completion of the loan application is done, no certain date can be listed. However, be assured that everything is being processed and I will let you know as soon as I hear any updates on a time frame.

Sincerely,

Kris Cutler

Kris Cutler, Accountant
Wheetco, Inc.

RUN DATE: 04/26/01
RUN TIME: 8:58 AM

Wheetco, Inc.
Accounts Payable
Aging Report

A/P ACCOUNT: ALL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
ULMOT MULTI-MODAL TRANSPORT INC								
32587					17.50		17.50	FREIGHT - BO FLOWER
-411					70.00		70.00	FREIGHT - DETENTION
-728					17.50		17.50	FREIGHT - DETENTION
endor Totals:	0.00	0.00	0.00	0.00	105.00	0.00	105.00	
ABERL LEO NABER								
-53142-1					3,287.78		3,287.78	VOIDED NPS CK#3027
-53142-2					3,287.78		3,287.78	VOIDED NPS CK#3026
endor Totals:	0.00	0.00	0.00	0.00	6,575.56	0.00	6,575.56	
OCENF NORTH CENTRAL FARMERS ELE								
8 3041					1,653.59		1,653.59	GRAIN - WHITE MILLE
8 3054					2,857.68		2,857.68	GRAIN - BO SUNFLOWE
8 3074					8,081.26		8,081.26	GRAIN - BO FLOWERS
8 3201					6,168.93		8,168.93	SEED - RYE
-8 3212					3,334.64		3,334.64	SEED - RYE
K#7706						12,000.00-	12,000.00-	PREPAY RYE
endor Totals:	0.00	0.00	0.00	0.00	24,096.10	12,000.00-	12,096.10	
ORBAG NORTHERN BAG & BOX COMPAN								
15769					6,068.28		6,068.28	BAGS/PALLET
15795					2,372.89		2,372.89	BAGS/PALLET LINERS
15801					335.23		335.23	BAGS
15807					452.58		452.58	THREAD
15943					96.58		96.58	THREAD
15958					15,150.85		15,150.85	BAGS
15960					1,596.00		1,596.00	STRECH WRAP
15996					325.00		325.00	TOTES
16093					12,525.00		12,525.00	BAG INVENTORY/FIN
16108					1,030.40		1,030.40	PALLET LINERS
16120					6,300.50		6,300.50	BAGS & FINISHING CH
16165					6,342.32		6,342.32	BAGS & FIN CHARGE
16295					896.00		896.00	BAGS & FIN CHRGS.
16300					1,596.00		1,596.00	SHRINK WRAP
16309					5,845.00		5,845.00	BAGS AND FIN CHRG
16338					1,811.84		1,811.84	20# THREAD
16361					3,340.00		3,340.00	BAGS & FIN. CHARGES
16375					1,515.61		1,515.61	BAGS & FINISHING CH
16[illegible]					4,509.42		4,509.42	BAGS & FIN. CHARGES
16516					1,694.50		1,694.50	BAGS & FIN CHARGES
16608					4,714.00		4,714.00	BAGS & FIN. CHARGES
16611					260.00		260.00	POLY BAGS

ASSEMBLY SHEET

3041

WHEETCO
PO BOX 668
GROTON, SD
574[illegible]5
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: NORTH CENTRAL FARMERS ELEVATOR

Grain Type: WHITE MILLET Check Off (NO) Apply to Contract #

Scale or Ref # / Date/Test Wgt	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10541 2:28:00 55T W	79,680	29,920	49,760	5.00%	2,488.00	0	47,272.00	$0.0465	$2,198.
	0	0	0	0.00%	0.00	0	0.00		$0.
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0.
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0.
	0	0	0	0.00%	0.00	0	0.00		$0.
	0	0	0	0.00%	0.00	0	0.00		$0.
	0	0	0	0.00%	0.00	0	0.00		$0.
	0	0	0	0.00%	0.00	0	0.00		$0.
Totals	79,680	29,920	49,760		2,488.00	0	47,272.00		$2,198

$2,198.1-

TOTAL AMOUNT DUE

LESS: Deduction
Checkoff
Misc.

$2,198.1-

NET AMOUNT DUE

PD. CK. NO. 7706 AMOUNT 544.56

PD. CK. NO. _____ AMOUNT _____

1653.59

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	47,272.00 # / BU
Left to be Settled	-47272 # / BU

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

3054

WHEETCO
PO BOX 668
ROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: NCF - ELEVATOR - CRAVEN

Grain Type: SO FLOWERS Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu.	Net Price	Total Due
10839 3/31/00 29TW	74,300	28,940	45,360	10.00%	4,536.00	0	40,824.00	$0.0700	$2,857.68
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	74,300	28,940	45,360		4,536.00	0	40,824.00		$2,857.68

TOTAL AMOUNT DUE $2,857.680

LESS: Deductions
Check#
Misc.

NET AMOUNT DUE $2,857.680

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	40,824.00 # / BU
Left to be Settled	-40824 # / BU

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

4/20 DL

3074

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-811[illegible]

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: NCF - ELEVATOR (CRAVEN)

Grain Type: BO SUNFLOWERS Check Off (NO) Apply to Contract #

Scale or Ref # / Date/Test Wgt	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10943 4/01/00 29 W	70,720	29,160	41,560	10.00%	4,156.00	0	37,404.00	$0.0700	$2,618.28
PUP	27,800	7,880	19,920	10.00%	1,992.00	0	17,928.00		$1,254.96
10977 4/08/00 29 W	76,280	29,400	46,880	9.00%	4,127.40	0	41,732.60		$2,921.28
PUP	28,180	7,980	20,200	9.00%	1,818.00	0	18,382.00		$1,286.74
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	201,980	74,420	127,540		12,093.40	0	115,446.60		$8,081.26

TOTAL AMOUNT DUE $8,081.262

LESS: Deduction:
Checkoff
Misc.

NET AMOUNT DUE $8,081.262

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	115,446.60 # / BU
Left to be Settled	-115446.6 # / BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

[illegible]

9% and 10%

Wheaters - flowers

Assembly Sheet	Net Weight	Net Dockage	Net Weight
3054	45,360	4,536	40,824
3074	127,540	12,093.40	115,446.60
	172,900	16,629.40	156,270.60

AS - 3054 amount 2,857.68 $7/cwt
AS - 3074 8,081.26
10,938.94

5% dockage 8,640 [illegible]

North Central - flowers $7/cwt 164,100 net weight
Dollar amount $11,487.00

11,487.00
10,938.94
548.06

Wheaters - millet $4.65/cwt
AS 3041

47,272 net weight
$2,198.15 amount
(544.56) check 7706
$1,653.59 Prepay Rye

North Central 4.57/cwt

47,090 net weight
$2,119.05 amount
(537.97) advance
1,281.08

3G

RECEIVED

NOV 28 2000

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

HEETCO
BOX 668
OTON, SD
57445
5-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

me: KENT HOLLER

Type: BO SUNFLOWERS Check Off (YES) Apply to Contract #

Date/Test Wgt	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	44,920	5.00%	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	72,020	26,900	45,120	6.00%	2,707.20	0	[illegible]	[illegible]	[illegible]
	0	0	0	0.00%	0.00	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	0	0	0.00%	0.00	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	0	0	0.00%	0.00	[illegible]	[illegible]	[illegible]	[illegible]
	0	0	0	0.00%	0.00	[illegible]	[illegible]	[illegible]	50.00
	0	0	0	0.00%	0.00	0	[illegible]	[illegible]	[illegible]
	0	0	0	0.00%	0.00	[illegible]	[illegible]	[illegible]	50.00
	[illegible]	0	0	0.00%	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	0	0	0.00%	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	0	0	0.00%	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]	0	0	0.00%	0.00	[illegible]	[illegible]	[illegible]	50.00
[illegible]	[illegible]	[illegible]	90,040		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

TAL AMOUNT DUE [illegible]

S Deductions
Checkoff [illegible] HECK [illegible]
Misc

T AMOUNT DUE [illegible]

PD CK No. 7515 AMOUNT $32.00 55 - VOIDED

PD CK No. 7516 AMOUNT $31.80 96 cleared 8-00

BAL $3175.02

TRACT
TLEMENT
tract#

Beginning Contract Amount [illegible]
Total Settle Amount [illegible]

[illegible]

[illegible]

3H

Assembly	Sheet	Scale Ticket #	Amount	Less Chckoff	Total
2991	12-29-99	10621	886.31	—	886.31
2991	12-31-99	10626	3,036.11	17.50	3,018.61
3011	1-3-00	10629	2,937.81	—	2,937.8
3011	1-3-00	10633	2,995.81	—	2,995.8
3011	1-4-00	10634	3,211.32	—	3,211.32
3011	1-5-00	10642	3,230.32	—	3,230.32
3011	1-12-00	10664	1,511.58	—	1,511.58
3011	1-13-00	10671	2,767.05	74.12	2,692.93
3010	1-17-00	10680	2,792.98	—	2,792.98
3010	1-18-00	10683	2,977.21	—	2977.21
3010	1-21-00	10698	2,924.97	—	2924.97
3010	1-25-00	10704	3,111.41	-	3111.41
3010	1-26-00	10709	2,965.10	78.15	2,886.95
3010	1-13-00	10667	2,772.58	—	2,772.58
3017	2-1-00	10724	3,249.07	—	3,249.07
3017	2-2-00	10727	3,226.85	-	3,226.85
3017	2-3-00	10734	3365.90	42.79	3,323.11

47,749.88

ASSEMBLY SHEET

WHEETCO
PO BOX 668
BRITTON, SD
57445
605-397-8111

Pounds Per 2BU
60.00 Wheat
32.00 Oats
56.00 Rye
60.00 Soybeans
56.00 Corn

Revised

Name: SAM & LINDA SCHAUER AND JAKE & ARLENE SCHAUER (FAITH LOADS)

Grain Type: SO FLOWERS Check Off: (YES) Apply to Contract #

Scale or Ref # / Date/Test Wgnt	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb/Bu	Net Price	Total Due
2724 2/01/00 27TW PUP	53.060	27.420	25.640	10.00%	2.564.00	0	23.076.00	$0.0690	$1,592.24
	40.480	13.800	26.680	10.00%	2.668.00	0	24.012.00		$1,656.83
2727 2/02/00 26TW PUP	53.300	28.200	25.100	8.00%	2.008.00	0	23.092.00	$0.0680	$1,570.26
	40.320	13.840	26.480	8.00%	2.116.40	0	24.361.60		$1,656.59
2734 2/03/00 29TW PUP	54.660	28.140	26.520	9.00%	2.386.80	0	24.133.20	$0.0700	$1,689.32
	40.160	13.840	26.320	9.00%	2.368.80	0	23.951.20		$1,676.58
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	281.980	125.240	156.740		14.114.00	0	142.626.00		$9,841.82

TOTAL AMOUNT DUE: $9,841.825

LESS Deductions
Checkoff: SUNFLOWER CHECKOFF $42.79
Misc

NET AMOUNT DUE: $9,799.037

PD CK NO 110 AMOUNT 7997

PD CK NO _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	142,626.00 #/BU
Left to be Settled	-142626 #/BU

SIGNATURE _____

Larry Wheeting Owner of Wheetco. Date _____

ASSEMBLY SHEET

WHEETCO
PO BOX 668
[illegible]OTON, SD
57445
605-397-8111

Pounds Per BU	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: SAM & LINDA SCHAUER & JAKE AND ARLENE SCHAUER
(FAITH LOADS)

Grain Type: SO FLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # / Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb/Bu	Net Price	Total Due
3837 1/13/00 25TW	52,520	30,460	22,060	10.00%	2,206.00	0	19,854.00	$0.0670	$1,330.22
PUP	37,920	14,000	23,920	10.00%	2,392.00	0	21,528.00		$1,442.38
3620 1/17/00 24TW	51,780	28,420	23,360	10.00%	2,336.00	0	21,024.00	$0.0660	$1,387.58
PUP	37,780	13,920	23,860	10.00%	2,366.00	0	21,294.00		$1,405.40
3663 1/18/00 25TW	52,630	28,740	24,060	8.00%	1,924.80	0	22,135.20	$0.0670	$1,483.06
PUP	38,240	14,000	24,240	8.00%	1,939.20	0	22,300.80		$1,494.15
3698 1/21/00 25TW	53,020	28,420	24,600	12.00%	2,952.00	0	21,648.00	$0.0660	$1,427.86
PUP	38,120	13,900	24,220	12.00%	2,906.40	0	21,313.60		$1,449.32
3704 1/25/00 25TW	53,720	28,420	25,300	10.00%	2,530.00	0	22,770.00	$0.0660	$1,502.82
PUP	39,360	13,820	25,540	10.00%	2,554.00	0	22,986.00		$1,516.48
3709 1/26/00 25TW	52,720	27,900	24,820	13.00%	3,226.60	0	21,593.40	$0.0660	$1,425.16
PUP	40,190	13,880	26,300	13.00%	3,299.00	0	22,911.00		$1,496.75
Totals	547,020	255,880	291,140		30,629.20	0	260,510.80		$17,644.23

$17,644.280

TOTAL AMOUNT DUE

LESS Deductions
Checkoff SUNFLOWER CHECKOFF $78.15
Misc.

$17,466.127

NET AMOUNT DUE

PD. CK NO _____ AMOUNT _____

PD. CK NO _____ AMOUNT _____

CONTRACT
SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0	#/BU
Total Settled Amount	260,510.80	#/BU
Left to be Settled	-260510.8	#/BU

SIGNATURE _____
Larry Wheeting Owner of Wheetco Date

ASSEMBLY SHEET

WHEETCO
"O BOX 668
GROTON, SD
5745
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: SAM & LINDA SCHUAER AND JAKE & ARLENE SCHAUER (LEOLA LOADS)

Grain Type: BO FLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # / Date/Test Wgh	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10629 1/03/00 25T	52,320	27,880	24,440	10.00%	2,444.00	0	21,996.00	$0.0670	$1,473.7
PUP	38,120	13,840	24,280	10.00%	2,428.00	0	21,852.00		$1,464.0
10633 1/03/00 25T	53,040	28,600	24,440	7.00%	1,710.80	0	22,729.20	$0.0670	$1,522.9
PUP	37,500	13,860	23,640	7.00%	1,654.80	0	21,985.20		$1,473.0
10634 1/04/00 26T	53,880	28,360	25,520	7.00%	1,786.40	0	23,733.60	$0.0680	$1,613.5
PUP	39,120	13,860	25,260	7.00%	1,768.20	0	23,491.80		$1,597.0
10642 1/05/00 27T	54,020	27,980	26,040	7.00%	1,822.80	0	24,217.20	$0.0690	$1,670.9
PUP	38,220	13,920	24,300	7.00%	1,701.00	0	22,599.00		$1,559.3
10664 1/12/00 27T	93,620	42,000	51,620	5.00%	2,581.00	0	49,229.00	$0.0690	$3,396.8
Trans. to Gary & Scott	(28,760)	0	(28,760)	5.00%	(1,438.00)	0	(27,322.00)		($1,885.2
10671 1/13/00 23T	53,400	28,700	24,700	10.00%	2,470.00	0	22,230.00	$0.0650	$1,444.9
PUP	36,620	14,020	22,600	10.00%	2,260.00	0	20,340.00		$1,321.1
Totals	521,300	253,020	268,280		21,199.00	0	247,081.00		$16,662.9

SCALE TICKET #10664 SHOWS COMBINED WEIGHTS OF SEMI & PUP,
TRANSFER OF ABOVE WEIGHTS FROM SCT#10664 PER SCOTT'S REQUEST

TOTAL AMOUNT DUE $16,658.9

LESS: Deductions
Checkoff SUNFLOWER CHECKOFF $74.1
Misc.

NET AMOUNT DUE $16,575.93

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0	# / BU
Total Settled Amount	247,081.00	# / BU
Left to be Settled	-247081	# / BU

SIGNATURE _____
Larry Wheeling, Owner of Wheelco, Date

ASSEMBLY SHEET

Page 1

WHEETCO
PO BOX 668
CARLTON, SD
57445
605-397-8111

Pounds Per Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name SAM & LINDA SCHAUER AND JAKE & ARLENE SCHAUER (FAITH LOADS)

Grain Type: SO SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wgnt	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb /Bu	Net Price	Total Due
10826 12/31/99 25TW	52,780	28,380	24,400	5.00%	1,220.00	0	23,180.00	$0.0670	$1,553.06
PUP	37,100	13,800	23,300	5.00%	1,165.00	0	22,135.00		$1,483.05
1821 12/29/990 26TW	13,720	0	13,720	0.00%	686.00	0	13,034.00	$0.0680	$886.31
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	103,600	42,180	61,420		3,071.00	0	58,349.00		$3,922.42

SCT#10621 transferred from Scott & Gary's Assembly Sheet per Scott's Request

TOTAL AMOUNT DUE $3,922.42

LESS: Deductions

Checkoff SUNFLOWER CHECKOFF $17.50

Misc

NET AMOUNT DUE $3,904.92

PD CK NO _____ AMOUNT _____

PD CK NO _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract#

Beginning Contract Amount (Lbs/Bu)	0	# / BU
Total Settled Amount	58,349.00	# / BU
Left to be Settled	-58349	# / BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco. Date

SUBSCRIPTION AGREEMENT

WHEREAS, Wheetco, Inc. desires to offer certain producers, suppliers and other individuals who have accounts owed to them by Wheetco, Inc., the right to subscribe to shares of common stock at the rate of $50 00 per share and to convert the accounts into shares of common stock.

I, Sam Schauer, individually or as authorized representative of Sam Schauer/Schauer Bros. subscriber hereby subscribe for 905 shares of common stock of Wheetco, Inc. at the conversion price of $50.00 per share payable as follows:

1. The current account owed by Wheetco, Inc. to subscriber in the amount of $ 47,749.93 shall be treated as follows: $ 45,250 shall be converted into common voting stock, with the balance of $ 2499.93 remaining fully payable.

2. This subscription contract is made with the understanding that the voting power of all stockholder meetings is lodged in the holders of common stock.

3. It is expressly agreed that no stock is to be issued to the subscriber until the amount of the subscription and the note given therefore, if any, is paid in full in cash or by conversion and any payment becoming due on the stock hereby subscribed for and any note given therefore if not paid within 30 days after notice that it is due shall at the option of the corporation cause the subscription and any note or notes given heretofore to become null and void, and all payments made on this subscription by subscriber shall become the property of the corporation absolutely as liquidated damages for the failure of the subscriber to carry out this contract.

4. Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder.

5. This subscription contract contains the entire contract between the subscriber and Wheetco, Inc. and no agent or representative of the corporation or any other person has any power to change or alter the terms of the subscription.

6. Subscriber acknowledges that this subscription agreement and the subscriber's interest in the corporation will be subject to the following restriction:

THE SHARES OF STOCK IN WHEETCO, INC. HAVE NOT, NOR WILL BE, REGISTERED OR QUALIFIED UNDER FEDERAL OR STATE SECURITIES LAWS. THE SHARES OF STOCK OF WHEETCO, INC. MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS SO REGISTERED OR QUALIFIED, OR UNLESS AN EXEMPTION FROM REGISTRATION OR QUALIFICATION EXISTS.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year hereinbefore written.

WHEETCO, INC., a corporation,

(CORPORATE SEAL)

By Larry Wheeler
Its President

Larry Schauer

Subscriber

SUBSCRIPTION AGREEMENT

WHEREAS, Wheetco, Inc. desires to offer certain producers, suppliers and other individuals who have accounts owed to them by Wheetco, Inc., the right to subscribe to shares of common stock at the rate of $50 00 per share and to convert the accounts into shares of common stock.

I, Sam Schauer, individually or as authorized representative of Jake Schauer/Schauer, Bros subscriber hereby subscribe for 595 shares of common stock of Wheetco, Inc. at the conversion price of $50.00 per share payable as follows:

1. The current account owed by Wheetco, Inc. to subscriber in the amount of $ 29,751.42 shall be treated as follows: $ 29,750 shall be converted into common voting stock, with the balance of $ 1.42 remaining fully payable.

2. This subscription contract is made with the understanding that the voting power of all stockholder meetings is lodged in the holders of common stock.

3. It is expressly agreed that no stock is to be issued to the subscriber until the amount of the subscription and the note given therefore, if any, is paid in full in cash or by conversion and any payment becoming due on the stock hereby subscribed for and any note given therefore if not paid within 30 days after notice that it is due shall at the option of the corporation cause the subscription and any note or notes given heretofore to become null and void, and all payments made on this subscription by subscriber shall become the property of the corporation absolutely as liquidated damages for the failure of the subscriber to carry out this contract.

4. Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder.

5. This subscription contract contains the entire contract between the subscriber and Wheetco, Inc. and no agent or representative of the corporation or any other person has any power to change or alter the terms of the subscription.

6. Subscriber acknowledges that this subscription agreement and the subscriber's interest in the corporation will be subject to the following restriction:

THE SHARES OF STOCK IN WHEETCO, INC. HAVE NOT, NOR WILL BE, REGISTERED OR QUALIFIED UNDER FEDERAL OR STATE SECURITIES LAWS. THE SHARES OF STOCK OF WHEETCO, INC. MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS SO REGISTERED OR QUALIFIED, OR UNLESS AN EXEMPTION FROM REGISTRATION OR QUALIFICATION EXISTS.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year hereinbefore written.

WHEETCO, INC., a ~~corporation~~,

(CORPORATE SEAL)

By Larry Wheeler
Its President

Jake Schauer

Subscriber

By Sam Schauer

THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF SOUTH DAKOTA

RECEIVED

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF WHEETCO, INC., FOR A GRAIN DEALER LICENSE AND SETTING THE AMOUNT OF APPLICANT'S BOND

GD00-001

HEARD BEFORE THE PUBLIC UTILITIES COMMISSION

PROCEEDINGS: July 7, 2000
10:00 A.M.
Room 412, Capitol Building
Pierre, South Dakota

PUC COMMISSION: Jim Burg, Chairman
Laska Schoenfelder, Commissioner
Pam Nelson, Commissioner

COMMISSION STAFF PRESENT: Rolayne Ailts Wiest
Karen Cremer
Gregory A. Rislov
Robert Knadle
William Bullard

A P P E A R A N C E S

For Wheetco: Mr. James C. Robbennolt
P.O. Box 66
Pierre, South Dakota, 57501

Reported by: Lori J. Grode, RMR/RPR

ORIGINAL

of this witness.

MS. WIEST: Ms. Cremer, do you have any questions?

MS. CREMER: Yes. Thank you.

CROSS-EXAMINATION

BY MS. CREMER:

Q. Morning, Mr. Wheeting.

A. Good morning.

Q. Just some questions I had from your direct testimony. You talk about stock that was issued between January and April, I believe, that changed your financial picture. Who was that stock sold to?

A. Mr. Schurr, Schurrs, Incorporated, was an investor, Sam Schauer and Jake Schauer.

MR. ROBBENNOLT: If I may, I have a stock register record that I didn't think was going to be necessary to put in as an exhibit. Do you want to do that now?

(EXHIBIT NO. 14 WAS MARKED FOR IDENTIFICATION.)

Q. On Exhibit 6, which is your accounts payable, if those people, any one of those people or more than one were to come forward today or next week and ask to be paid, could you pay them?

A. In today's condition it would be possibly

EXHIBIT

WHEETCO, INC.
STOCK REGISTER
AT 5/31/00

STOCK OWNERSHIP AT 1/31/1999	NO. SHARES	% OWNERSHIP
LARRY WHEETING	11,967	42.73
SHARON WHEETING	10,301	36.80
ADVENTURE'S PLUS	3,332	11.90
BERBOS FARMS	900	3.21
DAYLE LUEDEKE	1,500	5.36
TOTALS	28,000	100.00

SHARES SOLD BETWEEN 1/31/99 AND 5/31/00

D & M GRAIN	600
SCHURR'S	2,000
RAAP	600
SCHAUER'S	1,500
NORTHERN PRAIRIE SEED	808
	5,508
TOTALS	33,508

MAY 31, 2000 STOCK OWNERSHIP

LARRY WHEETING	11,967	35.71%
SHARON WHEETING	10,301	30.74%
ADVENTURE'S PLUS	3,332	9.94%
BERBOS FARMS	900	2.69%
DAYLE LUEDEKE	1,500	4.48%
D & M GRAIN	600	1.79%
SCHURR'S	2,000	5.97%
RAAP	600	1.79%
SCHAUER'S	1,500	4.48%
NORTHERN PRAIRIE SEED	808	2.41%
	33,508	100.00%

** A/P ACCOUNT: 2 20202

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
SCHALL LLOYD SCHAUMANN								
AG 3077		154.29					154.29	GRAIN - STRIPE SUNF
Vendor Totals:	0.00	154.29	0.00	0.00	0.00	0.00	154.29	
SCHAUB SCOTT SCHAUBER								
AG 3008					9,407.37		9,407.37	GRAIN - BO SUNFLOWE
CR 3008						40.90-	40.90	-SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	9,407.37	40.90-	9,366.47	
SCHAUB JIM SCHAUER								
AG 3019					9,371.77		9,371.77	GRAIN - BO SUNFLOWE
CR 3019						40.15-	40.15	-SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	9,371.77	40.15-	9,331.62	
SCHAUB SAM SCHAUER — Stockholder								
AG 2991					3,922.42		3,922.42	GRAIN - BO SUNFLOWE
AG 3010					17,544.28		17,544.28	GRAIN - BO SUNFLOWE
AG 3011					16,653.96		16,653.96	GRAIN - BO SUNFLOWE
AG 3017					9,841.83		9,841.83	GRAIN - BO SUNFLOWE
CR 2991						17.50-	17.50	-SUNFLOWER CHECKOFF
CR 3010						78.15-	78.15	-SUNFLOWER CHECKOFF
CR 3011						74.12-	74.12	-SUNFLOWER CHECKOFF
CR 3017						42.79-	42.79	-SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	47,962.49	212.56-	47,749.93	
SCHAR SCHURR FARMS — Stockholder								
AG 3037					15,173.55		15,173.55	GRAIN - BO SUNFLOWE
AG 3038					29,642.36		29,642.36	GRAIN - BO SUNFLOWE
AG 3044					1,901.76		1,901.76	GRAIN - BO SUNFLOWE
AG 3085	42,960.40						42,960.40	GRAIN - STRIPE SUNF
AG 3086	6,597.21						6,597.21	GRAIN - BO SUNFLOWE
CR 3037						66.60-	66	-SUNFLOWER CHECKOFF
CR 3038						130.25-	130	-SUNFLOWER CHECKOFF
CR 3044						8.35-	8	-SUNFLOWER CHECKOFF
CR 3086						28.27-	28	-SUNFLOWER CHECKOFF
Vendor Totals:	49,557.61	0.00	0.00	0.00	46,717.67	233.47-	96,042	
SCHBAR GARY SCHAUER								
AG 3008					9,238.88		9,238.88	GRAIN - BO SUNFLOWE
CR 3008						40.90-	40	-SUNFLOWER CHECKOFF

A/P ACCOUNT: 2 20202

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
Vendor Totals:	0.00	0.00	0.00	0.00	22,235.54	0.00	22,235.54	
RIXFAR RIX FARMS								
AE 3084		14,095.71					14,095.71	GRAIN - STRIPE SUNF
Vendor Totals:	0.00	14,095.71	0.00	0.00	0.00	0.00	14,095.71	
ROBELO LOREN ROBERTS								
AG 3912					825.12		825.12	GRAIN - SO SUNFLOWE
DR 3912						3.41-	3.41-	SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	825.12	3.41-	821.71	
ROBBOL CLARK ROBBER								
AG 3024					3,273.19		3,273.19	GRAIN - SO SUNFLOWE
AE 3040					2,028.89		2,028.89	GRAIN - SO SUNFLOWE
DR 3024						56.89-	56.89-	SUNFLOWER CHECKOFF
DR 3040						9.74-	9.74-	SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	5,302.08	65.63-	5,236.45	
BAUMA MARK BAUMBERS								
AG 3120	9,787.60						9,787.60	GRAIN - STRIPE SUNF
Vendor Totals:	9,787.60	0.00	0.00	0.00	0.00	0.00	9,787.60	
BEHALL LLOYD SCHAUNAMAN								
AG 3077			154.29				154.29	GRAIN - STRIPE SUNF
Vendor Totals:	0.00	0.00	154.29	0.00	0.00	0.00	154.29	
SCHAGO SCOTT SCHAUER								
AG 3008					3,163.33		3,163.33	GRAIN - SO SUNFLOWE
DR 3008						40.90-	40.90-	SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	3,163.33	40.90-	3,122.43	
SCHAUG JIM SCHAUER								
AG 3019					9,371.77		9,371.77	GRAIN - SO SUNFLOWE
DR 3019						40.16-	40.16-	SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	9,371.77	40.16-	9,331.61	
SCHAUG SAM SCHAUER								
AG 3017					2,891.35		2,891.35	GRAIN - SO SUNFLOWE

A/P ACCOUNT: 2 2 202

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
Vendor Totals:	0.00	0.00	0.00	0.00	2,501.75	0.00	2,501.75	
SCHGAR GARY SCHAUER AS 3008					0.01		0.01	GRAIN - SO SUNFLOWE
Vendor Totals:	0.00	0.00	0.00	0.00	0.01	0.00	0.01	
SCHSHE SHERWIN SCHWA AS 3121 CR 3121	3,577.66					13.85-	3,577.66 13.85-	GRAIN - SO SUNFLOWE SUNFLOWER CHECKOFF
Vendor Totals:	3,577.66	0.00	0.00	0.00	0.00	13.85-	3,563.81	
SUNLEE LEONARD SUMPTION AS 3071			929.76				929.76	GRAIN - STRIPE SUNF
Vendor Totals:	0.00	0.00	929.76	0.00	0.00	0.00	929.76	
SUNSET SUNSET SEED AS 2709 CR 2709					1,803.88	1,112.00-	1,803.88 1,112.00-CK #7051	WHITE MILLET-GRAIN
Vendor Totals:	0.00	0.00	0.00	0.00	1,803.88	1,112.00-	691.88	
TIEGAR GARY TIEGE AS 2900					5,114.02		5,114.02	WHITE MILLET-GRAIN
Vendor Totals:	0.00	0.00	0.00	0.00	5,114.02	0.00	5,114.02	
WAGGLA CLARENCE & MABLE WAGNER AS 2345 CR 2345					21,172.94	77.50-	21,172.94 77.50-SUNFLOWER CHECKOFF	GRAIN - SO SUNFLOWE
Vendor Totals:	0.00	0.00	0.00	0.00	21,172.94	77.50-	21,095.44	
WELDS CLYDE WELLS AS 3107	785.07						785.07	GRAIN - RED MILLET
Vendor Totals:	785.07	0.00	0.00	0.00	0.00	0.00	785.07	
WITTEN WITTEN FEED GRAIN CO. AS 3096 AS 3108	2,544.48	1,746.41					1,746.41 2,544.48	GRAIN - MILO GRAIN - MILO
Vendor Totals:	2,544.48	1,746.41	0.00	0.00	0.00	0.00	4,290.89	

** A/P ACCOUNT: 2 [illegible]0202

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
CR 3034						56.99-	56.99-	SUNFLOWER CHECKOFF
CR 3043	[illegible]					8.74-	8.74-	SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	15,312.08	65.63-	15,246.45	✓
SAUMMA MARX SAUNDERS								
AS3120-1	2,262.54						2,262.54	VOIDED NFS [illegible]
AS3120-2	2,262.53						2,262.53	VOIDED NFS [illegible]
Vendor Totals:	4,525.07	0.00	0.00	0.00	0.00	0.00	4,525.07	✓
SCHAJA JAKE SCHAUER								
FEED STOCK	29,751.42						29,751.42	STOCK BACK TO GRAIN
STOCK 4						29,750.00-	29,750.00-	PAYABLE TO STOCK
Vendor Totals:	29,751.42	0.00	0.00	0.00	0.00	29,750.00-	1.42	✓
SCHALL LLOYD SCHAUNAMAN								
AS 3077					154.29		154.29	GRAIN - STRIPE S.F.
Vendor Totals:	0.00	0.00	0.00	0.00	154.29	0.00	154.29	✓
SCHAUB JIM SCHAUER								
AS 3019					9,371.77		9,371.77	GRAIN - BC SUNFLOWE
CR 3019						40.16-	40.16-	SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	9,371.77	40.16-	9,331.61	✓
SCHAUS SAM SCHAUER								
AS 3017					2,501.35		2,501.35	GRAIN - BC SUNFLOWE
FEED STOCK	45,248.58						45,248.58	STOCK BACK TO GRAIN
STOCK 4						45,250.00-	45,250.00-	PAYABLE TO STOCK
Vendor Totals:	45,248.58	0.00	0.00	0.00	2,501.35	45,250.00-	2,499.93	
SCHEAR SCHLEE FARMS								
FED ON	7.99						7.99	[illegible]
FEED STOCK	96,042.01						96,042.01	STOCK BACK TO GRAIN
STOCK 2						96,050.00-	96,050.00-	PAYABLE TO STOCK
Vendor Totals:	96,050.00	0.00	0.00	0.00	0.00	96,050.00-	0.00	
SCHNJO JOHN SCHNEIDER								
AS3146	2,821.46						2,821.46	VOIDED NFS [illegible]
AS3146	2,821.47						2,821.47	VOIDED NFS [illegible]

RUN DATE= 12/31/00
RUN TIME= 10:23 AM

WHEETCO, INC.
Accounts Payable
Aging Report

12 A/P ACCOUNT= 2202

VENDOR NAME / INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
SAUNDR MARK SAUNDERS								
AS3120-1					2,262.54		2,262.54	VOIDED MPS CK#3040
AS3120-2					2,262.53		2,262.53	VOIDED MPS CK#3039
MPS3040						2,262.54-	2,262.54-	CHECK ACTUALLY CLEA
Vendor Totals:	0.00	0.00	0.00	0.00	4,525.07	2,262.54-	2,262.53	
SCHAJA JAKE SCHAUER								
REDO STOCK				29,751.42			29,751.42	STOCK BACK TO GRAIN
STOCK A						29,750.00-	29,750.00-	PAYABLE TO STOCK
Vendor Totals:	0.00	0.00	0.00	29,751.42	0.00	29,750.00-	1.42	
SCHALL LLOYD SCHAUNAMAN								
AS 3077					154.29		154.29	GRAIN - STRIPE SUNF
Vendor Totals:	0.00	0.00	0.00	0.00	154.29	0.00	154.29	
SCHAUJ JIM SCHAUER								
AS 3019					9,371.77		9,371.77	GRAIN - 80 SUNFLOWE
CR 3019						40.16-	40.16-	SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	9,371.77	40.16-	9,331.61	
SCHAUS SAM SCHAUER								
AS 3017					2,501.35		2,501.35	GRAIN - 80 SUNFLOWE
AS 3250	16.15						16.15	GRAIN - 80 SUNFLOWE
REDO STOCK				45,248.58			45,248.58	STOCK BACK TO GRAIN
CR 3250						27.14-	27.14-	SUNFLOWER CHECKOFF
STOCK 4						45,250.00-	45,250.00-	PAYABLE TO STOCK
Vendor Totals:	16.15	0.00	0.00	45,248.58	2,501.35	45,277.14-	2,489.94	
SCHFAR SCHURR FARMS								
ADD ON							7.99	ADJUST FOR STOCK TR
REDO STOCK							96,042.01	STOCK BACK TO GRAIN
STOCK 2							96,050.00-	PAYABLE TO STOCK
Vendor Totals:	0.00	0.00				0-	0.00	
SCHGAR GARY SCHAUER								
AS 3249	112.12						112.12	GRAIN - 80 SUNFLOWE
CR 3249						0-	41.00-	SUNFLOWER CHECKOFF
Vendor Totals:	112.12	0.0				0-	71.12	

Cash Acct 2250

grain - [illegible] 5,053

2 checks 5,037.

Payable → 16.15

Cash 5,053

(0.99)

FROM : FAX NO. : May. 12 2001 07:36PM P2

ASSEMBLY SHEET

VHEETCO
O BOX 668
:ROTON, SD
57445
05-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3350

lame: AKE & SAM SCHAUER (LEOLA)

Grain Type 10 SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
1710 12/15/00 30.5T	75.980	27.300	48.680	5.00%	2.434.00	0	46.246.00	$0.0625	$2.890.38
1713 12/19/00 31TW	76.820	28.240	48.580	9.00%	4.372.20	0	44.207.80		$2.762.89
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	152.800	55.540	97.260		6.806.20	0	90.453.80		$5.653.36

TOTAL AMOUNT DUE $5.653.363

LESS: Deductions
Checkoff SUNFLOWER CHECKOFF $27.14
Misc

NET AMOUNT DUE $5.626.228

PD CK NO 2204 AMOUNT $2876.50

PD CK NO 2212 AMOUNT $2749.64

CONTRACT SETTLEMENTS
Contract

Beginning Contract Amount (Lbs/Bu) 0 #/BU
Total Settled Amount 90.453.80 #/BU

Left to be Settled -90453.8 #/BU

SIGNATURE

Larry Wheeting Owner of Wheatco Date

FROM : FAX NO. : May. 12 2001 07:37PM P3

2212

WHEETCO, INC.
PH 605-397-8111
P.O BOX 668
GROTON, SD 57445

DATE 12-1900

PAY TO THE ORDER OF Sam + Jake Schauer $ 2760 71/100

two thousand seven hundred sixty + 71/100 DOLLARS

HEARTLAND STATE BANK
HIGHMORE OFFICE
P.O. BOX 219
HIGHMORE, SD 57345

FOR

Larry Wheeler

⑈002212⑈ ⑆091406260⑆ 207 977⑈ ⑈0002760 71⑈

2204

WHEETCO, INC.
PH. 605-397-8111
P.O. BOX 668
GROTON, SD 57445

DATE 12/15/00

PAY TO THE ORDER OF Jake and Sam Schauer $ 2876 50

two thousand eight hundred seventy six and 50/100 DOLLARS

HEARTLAND STATE BANK
HIGHMORE OFFICE
P.O. BOX 219
HIGHMORE, SD 57345

501

FOR

Larry Wheeler

⑈002204⑈ ⑆091406260⑆ 207 977⑈ ⑈0002876 50⑈

2212 Cleared bank 1-4-01

2204 Cleared bank 1-4-01

A/P ACCOUNT: ALL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
Dor Totals:	0.00	0.00	0.00	0.00	15,312.08	65.63-	15,246.45	
WEI RONAYNE AND WEIN								
E 13, 2000					212.00		212.00	PROMISSORY NOTES
Dor Totals:	0.00	0.00	0.00	0.00	212.00	0.00	212.00	
UAL SAMELSON'S LAST CHANCE								
3					560.00		560.00	HAULED KNIGHT'S MIL
Dor Totals:	0.00	0.00	0.00	0.00	560.00	0.00	560.00	
WMA MARK SAUNDERS								
120-1					2,262.54		2,262.54	VOIDED MPS CK#3040
120-2					2,262.53		2,262.53	VOIDED MPS CK#3039
3040						2,262.54-	2,262.54-	CHECK ACTUALLY CLEA
Dor Totals:	0.00	0.00	0.00	0.00	4,525.07	2,262.54-	2,262.53	
SJA JAKE SCHAUER								
3 STOCK					29,751.42		29,751.42	STOCK BACK TO GRAIN
CK 4						29,750.00-	29,750.00-	PAYABLE TO STOCK
Dor Totals:	0.00	0.00	0.00	0.00	29,751.42	29,750.00-	1.42	
SLL LLOYD SCHAUNAMAN								
3077					154.29		154.29	GRAIN - STRIPE SUNF
Dor Totals:	0.00	0.00	0.00	0.00	154.29	0.00	154.29	
SUJ JIM SCHAUER								
3019					9,371.77		9,371.77	GRAIN - BO SUNFLOWE
3019						40.16-	40.16-	SUNFLOWER CHECKOFF
Dor Totals:	0.00	0.00	0.00	0.00	9,371.77	40.16-	9,331.61	
SUS SAM SCHAUER								
3017					2,501.35		2,501.35	GRAIN - BO SUNFLOWE
3250				16.15			16.15	GRAIN - BO SUNFLOWE
3 STOCK					45,248.58		45,248.58	STOCK BACK TO GRAIN
3250						27.14-	27.14-	SUNFLOWER CHECKOFF
CK 4						45,250.00-	45,250.00-	PAYABLE TO STOCK
Dor Totals:	0.00	0.00	0.00	16.15	47,749.93	45,277.14-	2,488.94	
FAR SCHURR FARMS								
ON					7.99		7.99	ADJUST FOR STOCK TR

3I

SUBSCRIPTION AGREEMENT

WHEREAS, Wheetco, Inc. desires to offer certain producers, suppliers and other individuals who have accounts owed to them by Wheetco, Inc., the right to subscribe to shares of common stock at the rate of $50.00 per share and to convert the accounts into shares of common stock.

I, Sam Schauer, individually or as authorized representative of Jake Schauer/Schauer Bros subscriber hereby subscribe for 595 shares of common stock of Wheetco, Inc. at the conversion price of $50.00 per share payable as follows:

1. The current account owed by Wheetco, Inc. to subscriber in the amount of $29,751.42 shall be treated as follows: $29,750 shall be converted into common voting stock, with the balance of $1.42 remaining fully payable.

2. This subscription contract is made with the understanding that the voting power of all stockholder meetings is lodged in the holders of common stock.

3. It is expressly agreed that no stock is to be issued to the subscriber until the amount of the subscription and the note given therefore, if any, is paid in full in cash or by conversion and any payment becoming due on the stock hereby subscribed for and any note given therefore if not paid within 30 days after notice that it is due shall at the option of the corporation cause the subscription and any note or notes given heretofore to become null and void, and all payments made on this subscription by subscriber shall become the property of the corporation absolutely as liquidated damages for the failure of the subscriber to carry out this contract.

4. Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder.

5. This subscription contract contains the entire contract between the subscriber and Wheetco, Inc. and no agent or representative of the corporation or any other person has any power to change or alter the terms of the subscription.

6. Subscriber acknowledges that this subscription agreement and the subscriber's interest in the corporation will be subject to the following restriction:

THE SHARES OF STOCK IN WHEETCO, INC. HAVE NOT, NOR WILL BE, REGISTERED OR QUALIFIED UNDER FEDERAL OR STATE SECURITIES LAWS. THE SHARES OF STOCK OF WHEETCO, INC. MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS SO REGISTERED OR QUALIFIED, OR UNLESS AN EXEMPTION FROM REGISTRATION OR QUALIFICATION EXISTS.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year hereinbefore written.

WHEETCO, INC., a ~~corporation~~,

(CORPORATE SEAL)

By Larry Wheeler
Its President

Jake Schauer

Subscriber

By Sam Schauer

* A/P ACCOUNT: ALL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
endor Totals:	0.00	0.00	0.00	0.00	15,312.08	65.63-	15,246.45	
CNWEI RONAYNE AND WEIN								
UNE 13, 2000					212.00		212.00	PROMISSORY NOTES
endor Totals:	0.00	0.00	0.00	0.00	212.00	0.00	212.00	
AMUAL SAMELSON'S LAST CHANCE								
252					560.00		560.00	HAULED KNIGHT'S MIL
endor Totals:	0.00	0.00	0.00	0.00	560.00	0.00	560.00	
AUNMA MARK SAUNDERS								
33120-1					2,262.54		2,262.54	VOIDED NPS CK#3040
33120-2					2,262.53		2,262.53	VOIDED NPS CK#3039
33040						2,262.54-	2,262.54-	CHECK ACTUALLY CLEA
endor Totals:	0.00	0.00	0.00	0.00	4,525.07	2,262.54-	2,262.53	
AJA JAKE SCHAUER								
DO STOCK					29,751.42		29,751.42	STOCK BACK TO GRAIN
CK 4						29,750.00-	29,750.00-	PAYABLE TO STOCK
endor Totals:	0.00	0.00	0.00	0.00	29,751.42	29,750.00-	1.42	
HALL LLOYD SCHAUNAMAN								
3077					154.29		154.29	GRAIN - STRIPE SUNF
endor Totals:	0.00	0.00	0.00	0.00	154.29	0.00	154.29	
CHAUJ JIM SCHAUER								
3019					9,371.77		9,371.77	GRAIN - BO SUNFLOWE
3019						40.16-	40.16-	SUNFLOWER CHECKOFF
endor Totals:	0.00	0.00	0.00	0.00	9,371.77	40.16-	9,331.61	
HAUS SAM SCHAUER								
3017					2,501.35		2,501.35	GRAIN - BO SUNFLOWE
3250				16.15			16.15	GRAIN - BO SUNFLOWE
DO STOCK					45,248.58		45,248.58	STOCK BACK TO GRAIN
3250						27.14-	27.14-	SUNFLOWER CHECKOFF
CK 4						45,250.00-	45,250.00-	PAYABLE TO STOCK
ndor Totals:	0.00	0.00	0.00	16.15	47,749.93	45,277.14-	2,488.94	
AFAR SCHURR FARMS								
ON					7.39		7.39	ADJUST FOR STOCK TR

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3009 1/31

Name: JAKE SCHAUER & ARLENE SCHAUER AND SAM & LINDA SCHAUER (FAITH LOADS)

Grain Type: BO SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
0643 1/06/00 31TW	77,780	29,020	48,760	5.00%	2,438.00	0	46,322.00	$0.0700	$3,242.54
0663 1/12/00 31TW	82,340	30,280	52,060	8.00%	4,164.80	0	47,896.20		$3,352.66
0668 1/13/00 32TW	81,540	30,620	50,920	8.00%	4,073.60	0	46,846.40		$3,279.26
0681 1/17/00 32TW	82,780	29,720	53,060	8.00%	4,244.80	0	48,815.20		$3,417.06
0695 1/21/00 33TW	82,620	29,180	53,440	6.00%	3,206.40	0	50,233.60		$3,516.36
0690 1/19/00 33TW	81,580	29,240	52,340	6.00%	3,140.40	0	49,199.60		$3,443.97
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	488,640	178,060	310,580		21,268.00	0	289,312.00		$20,251.84

TOTAL AMOUNT DUE $20,251.840

LESS: Deductions

Checkoff SUNFLOWER CHECKOFF $86.79

Misc.

NET AMOUNT DUE $20,165.046

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	289,312.00 # / BU
Left to be Settled	-289312 # / BU

SIGNATURE _____

Larry Wheeting, Owner of Wheatco, Date

ASSEMBLY SHEET

3035

WHEETCO
PO BOX 668
C TON, SD
57445
605-397-8111

Lbs/Bu Per Std. Bu	
60.00	Wheat
32.00	Oats
50.00	Rye
60.00	Soybeans
56.00	Corn

Name: JAKE & ARLENE SCHAUER AND SAM & LINDA SCHAUER (FAITH LOADS)

Grain Type: SO SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wgnt	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./bu	Net Price	Total Due
10728 2/02/00 32TW	80,780	29,240	51,[illegible]	6.00%	3,067.60	0	48,372.40	$0.0700	$3,3[illegible]
10330 2/23/00 32TW	77,440	28,280	49,160	6.00%	3,932.80	0	45,227.20		$3,165.[illegible]
10844 2/28/00 31TW	77,940	29,120	48,820	10.00%	4,882.00	0	43,938.00		$3,075.6[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.0[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.0[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.0[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.0[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.0[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.0[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.0[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.0[illegible]
Totals	236,080	86,640	149,440		11,902.40	0	137,537.60		$9,627.6[illegible]

TOTAL AMOUNT DUE $9,627.63[illegible]

LESS: Deductions

Checkoff SUNFLOWER CHECKOFF -$41.2[illegible]

Misc.

NET AMOUNT DUE $9,586.37[illegible]

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contracts

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	137,537.60 # / BU
Left to be Settled	-137537.6 # / BU

SIGNATURE _____

Larry Wheeling, Owner of Wheetco, Date

AFFIDAVIT OF INFORMATION FOR
PROOF OF CLAIM-MISCELLANEOUS BONDS

State of South Dakota

The undersigned being duly sworn, deposes and says:

County of McPherson

The undersigned Claimant makes this affidavit, and the facts set forth are true and correct

1. The name and address of Claimant is: Jake and Arlene Schauer
P.O. Box 425
Faith, SD 57626

RECEIVED
AUG 15 2001
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

2. The name and address of Surety's Bonded Principal is:
Larry Wheeting/Wheetco Inc.
300 E. RR Ave.
Groton, SD 57445

3. The legal status of Claimant is: in their (Propria Persona) Natural Person.

4. The first and last date material was rendered was: January 5, 1999
February 28, 2000

5. Material was requested via standard South Dakota Elevator Scale Ticket and immediate cash sale to be paid immediately.

6. Material is 426,850.5 pounds of sunflowers.

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

Scale Ticket No.	Date	Kind of Grain	Pounds	Price	
10643	January 5, 2000	Sunflowers	46,322.9	$3,242.54	A.S. 300
10663	January 12, 2000	Sunflowers	47,896.2	$3,352.66	
50920	January 13, 2000	Sunflowers	46,845.4	$3,279.25	20,165.05
53060	January 17, 2000	Sunflowers	48,815.2	$3,417.06	
10696	January 21, 2000	Sunflowers	50,233.6	$3,516.35	
10690	January 19, 2000	Sunflowers	49,199.6	$3,357.18	
10728	February 2, 2000	Sunflowers	48,372.4	$3,386.07	A.S. 305
10830	February 23, 2000	Sunflowers	45,227.2	$3,165.90	9556.35
10844	February 28, 2000	Sunflowers	43,938	$3,034.40	

8. Notice was sent on June 11, 2001 to Surety via Notice and Demand.

9. Net claim is $29,751.42 dollars in lawful money of account.

10. Claim has not been assigned by Claimant.

THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF SOUTH DAKOTA

RECEIVED
JUL 17 2000
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF WHEETCO, INC., FOR A GRAIN DEALER LICENSE AND SETTING THE AMOUNT OF APPLICANT'S BOND	) GD00-001

HEARD BEFORE THE PUBLIC UTILITIES COMMISSION

PROCEEDINGS: July 7, 2000
10:00 A.M.
Room 412, Capitol Building
Pierre, South Dakota

PUC COMMISSION: Jim Burg, Chairman
Laska Schoenfelder, Commissioner
Pam Nelson, Commissioner

COMMISSION STAFF PRESENT: Rolayne Ailts Wiest
Karen Cremer
Gregory A. Rislov
Robert Knadle
William Bullard

A P P E A R A N C E S

For Wheetco: Mr. James C. Robbennolt
P.O. Box 66
Pierre, South Dakota, 57501

Reported by: Lori J. Grode, RMR/RPR

ORIGINAL

of this witness.

MS. WIEST: Ms. Cremer, do you have any questions?

MS. CREMER: Yes. Thank you.

CROSS-EXAMINATION

BY MS. CREMER:

Q. Morning, Mr. Wheeting.

A. Good morning.

Q. Just some questions I had from your direct testimony. You talk about stock that was issued between January and April, I believe, that changed your financial picture. Who was that stock sold to?

A. Mr. Schurr, Schurrs, Incorporated, was an investor, Sam Schauer and Jake Schauer.

MR. ROBBENNOLT: If I may, I have a stock register record that I didn't think was going to be necessary to put in as an exhibit. Do you want to do that now?

(EXHIBIT NO. 14 WAS MARKED FOR IDENTIFICATION.)

Q. On Exhibit 6, which is your accounts payable, if those people, any one of those people or more than one were to come forward today or next week and ask to be paid, could you pay them?

A. In today's condition it would be possibly

Exhib. F - 14

WHEETCO, INC.
STOCK REGISTER
AT 5/31/00

STOCK OWNERSHIP AT 1/31/1999	NO. SHARES	% OWNERSHIP
LARRY WHEETING	11,967	42.73
SHARON WHEETING	10,301	36.80
ADVENTURE'S PLUS	3,332	11.90
BERBOS FARMS	900	3.21
DAYLE LUEDEKE	1,500	5.36
TOTALS	28,000	100.00

SHARES SOLD BETWEEN 1/31/99 AND 5/31/00

D & M GRAIN	600
SCHURR'S	2,000
RAAP	600
SCHAUER'S	1,500
NORTHERN PRAIRIE SEED	808
	5,508
TOTALS	33,508

MAY 31, 2000 STOCK OWNERSHIP

LARRY WHEETING	11,967	35.71%
SHARON WHEETING	10,301	30.74%
ADVENTURE'S PLUS	3,332	9.94%
BERBOS FARMS	900	2.69%
DAYLE LUEDEKE	1,500	4.48%
D & M GRAIN	600	1.79%
SCHURR'S	2,000	5.97%
RAAP	600	1.79%
SCHAUER'S	1,500	4.48%
NORTHERN PRAIRIE SEED	808	2.41%
	33,508	100.00%

ASSEMBLY SHEET

3J

HEETCO
O BOX 668
ROTON, SD
57445
05-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

ime: DEN SLEY ZAMBO

ain Type: BO SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # / Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb /Bu	Net Price	Total Due
466 9/5/00 28TW	71,720	29,740	41,980	4.00%	1,679.20	0	40,300.80	$0.0665	$2,680.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
tals	71,720	29,740	41,980		1,679.20	0	40,300.80		$2,680.00

TAL AMOUNT DUE $2,680.00

SS Deductions
Checkoff SUNFLOWER CHECKOFF $12.00
Misc

T AMOUNT DUE $2,667.21

PD CK NO _____ AMOUNT _____

PD CK NO _____ AMOUNT _____

ONTRACT
TTLEMENTS
ntract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	40,300.80 # / BU
Left to be Settled	-40300.8 # / BU

GNATURE _____
Larry Wheeling, Owner of Wheetco, Date

Page 1

ASSEMBLY SHEET

RECEIVED
NOV 2 8 2000
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

/HEETCO
O BOX 668
TON, SD
57445
05-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

8/31

ame: ARLA & DENSLEY ZAMBO

ain Type: BO LOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
438 8/29/00 27TW	69,480	29,380	40,100	6.00%	2,406.00	0	37,694.00	$0.0665	$2,506.65
451 8/30/00 27.5TW	69,220	29,800	39,420	4.00%	1,576.80	0	37,843.20		$2,516.57
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
tals	138,700	59,180	79,520		3,982.80	0	75,537.20		$5,023.22

)TAL AMOUNT DUE $5,023.224

:SS: Deductions
Checkoff SUNFLOWER CHECKOFF $22.66
Misc.

ET AMOUNT DUE $5,000.563

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

)NTRACT
:TTLEMENTS
ntract#

Beg nning Contract Amount (Lbs/Bu)	0	# / BU
Tota Settled Amount	75,537.20	# / BU
Left o be Settled	-75537.2	# / BU

GNATURE _____

Lam Wheeting, Owner of Wheetco, Date

3K

WHEETCO, INC ACCOUNTS RECEIVABLE

CUSTOMER	INVOICE NUMBER	DUE DATE	AMOUNT	DATE PAID
Bee Seed	011843 011863	07/14/00 07/20/00	$ 734.00 320.85 $ 1,054.85	
Joe Cameron	011701 011772 011811 011892 011906	05/24/00 06/04/00 07/02/00 07/30/00 08/09/00	$ 1,475.08 375.00 3,507.40 280.00 175.00 $ 5,812.48	
Commodity Marketing, Co 678-566-7820	012166 012176	11/15/00 11/19/00	3,800.00 23.00 $ 3823.00	04/25/01 5610.20
D & M Grain	009884 010121 010631 011037 011409 0117180	01/22/99 04/14/99 07/30/99 00/09/99 02/26/00 05/28/00	96.00 27.00 198.00 629.60 175.00 120.00 $ 1,245.60	
Owen Elsen 605-994-2269	011688	05/19/00	1,138.50 $ 1,138.50	
Chad Geray	012508 012510	05/27/01 05/31/01	523.80 122.80 $ 646.60	
Holyoke Coop Assn.	012491	05/01/01	4,837.92 $ 4,837.92	
Jensen Feed & Seed	012452	04/12/01	18.00 $ 18.00	05/02/01
Jones Farms 605-225-5427	012509	05/31/01	47.00 $ 47.00	
Knight Seed Company 800-328-2999	011218	12/18/99	3,454.20 $ 3,454.20	
Mike Knoll	011865	07/21/00	2,000.50 $ 2,000.50	
Kevin Larson	012447	04/08/01	91.50 $ 91.50	
Jon Loc:en	010916 012111	10/17/99 10/01/00	370.90 726.40 $ 1,097.30	



South Dakota
Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

Capitol Office
Telephone (605)773-3201
FAX (605)773-3809

Transportation/
Warehouse Division
Telephone (605)773-5280
FAX (605)773-3225

Consumer Hotline
1-800-332-1782

TTY Through
Relay South Dakota
1-800-877-1113

Internet Website
www.puc.state.sd.us/puc/

Jim Burg
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Pam Nelson
Vice-Chairman
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Commissioner

William Bullard Jr
Executive Director

Harlan Best
Martin C. Bettmann
Sue Cichos
Karen E. Cremer
Michele M. Farris
Marlette Fischbach
Heather K. Forney
Shirleen Fugitt
Mary Giddings
Lewis Hammond
Lent Healy
Camron Hoseck
Lisa Hull
Dave Jacobson
Katie Johnson
Bob Knadle
Delaine Kolbo
Charlene Lund
Terry Norum
Gregory A. Rislov
Keith Senger
Rolayne Ailts Wiest

October 15, 2001

William Pfeiffer
Attorney At Law
P.O. Box 1585
14 SE 2nd Ave.
Aberdeen, South Dakota 57402-1585

Dear Mr. Pfeiffer:

Per our conversation this morning following is the list of producers that would fall under the jurisdiction of the Commission that currently have a grain payable and an accounts receivable with Wheetco. My recommendation to the Commission will be to offset the accounts receivable against the grain accounts payable if your office would be in agreement with this method.

1. Joe Cameron--grain accounts payable of $13,294.20 and an accounts receivable of $5,812.48.

2. D & M Grain--grain accounts payable of $98,613.61 and an accounts receivable of $1,245.60.

3. Owen Elsen--grain accounts payable of $9,209.79 and an accounts receivable of $1,138.50.

4. Holyoke Coop Association--grain accounts payable of $17,315.65 and an accounts receivable of $4,837.92.

5. Mike Knoll--grain accounts payable of $11,613.66 and an accounts receivable of $2,000.50.

6. Equinox Enterprises--grain accounts payable of $9,971.74 and an accounts receivable of $4,085.76.

At your earliest convenience, please advise if this method is acceptable to you. Thank you for your prompt attention to this matter.

Sincerely,

Bob Knadle

Bob Knadle Director of Transportation/Warehouse

William J. Pfeiffer
Attorney at Law
P.O. Box 1585
14 SE 2nd Avenue
Aberdeen, SD 57402-1585

Mary J. Brink
Legal Assistant/Office Manager

Telephone: (605) 229-1144
Fax: (605) 229-7984

October 15, 2001

South Dakota Public Utilities Commission
Attn: Bob Knadle
State Capitol Bldg.
500 E. Capitol Avenue
Pierre, SD 57501-5070

Re: Wheetco, Inc.
Case No. 00-10188

Dear Mr. Knadle:

I received your fax of October 15, 2001, regarding your recommendation to the Commission to offset the account receivable against the grain accounts payable. That will work just fine with my office and I have instructed the office manager, Mary Brink, to make that adjustment to our accounts receivables. Accordingly, my files and records will no longer show a credit balance with regard to the 6 receivables described in your letter. In short, the following persons and entities will now be shown in my office to have the following debit balances:

Joe Cameron:	$7481.72
D&M Grain:	$97,368.01
Owen Elsen:	$8,071.29
Holyoke Coop:	$12,477.73
Mike Knoll:	$9,613.16
Equinox Enterprise:	$5,885.98

Again, I apologize for being tardy in my communications with you, but I got caught up in that rare situation where I've been working on 6 large bankruptcies at the same time. However, with working nights and weekends lately I am finally beginning to get current so hopefully I will soon be in a better position to deal more rapidly with our interactions in this case.

Sincerely,

William J. Pfeiffer
Chapter 7 trustee

WJP/ss

3L

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Heather K. Forney
Shirleen Fugitt
Mary Giddings
Lewis Hammond
Leni Healy
Camron Hoseck
Lisa Hull
Dave Jacobson
Katie Johnson
Bob Knadle
Delaine Kolbo
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October 15, 2001

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Sincerely,

William J. Pfeiffer
Chapter 7 trustee

WJP/ss

RUN DATE: 04/26/01
RUN TIME: 8:58 AM

Wheetco, Inc.
Accounts Payable
Aging Report

A/P ACCOUNT: ALL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
CK#4680						4,680.00-	4,680.00-	PREPAY AS3244
Vendor Totals:	0.00	12,467.20	4,322.80	4,666.30	6,191.31	4,680.00-	22,968.61	
FARIMP HARRY IMPLEMENT IN..								
1224					2.27		2.27	FINANCE CHARGE
1/29/00 STATEMENT					2.22		2.22	FINANCE CHARGE
1.26 STATEMENT					2.36		2.36	FINANCE CHARGE
APRIL STATEMENT					2.31		2.31	FINANCE CHARGE
DECEMER 28TH STATEMEN					56.51		56.51	FREIGHT, FINANCE CH
IN26949			147.33				147.33	AUGER REPAIRS
JANUARY 24TH STATEMEN					4.64		4.64	FINANCE CHARGE
JULY 27TH STATEMENT					26.19		26.19	CAP ASSY, FIN CHARG
JUNE 26TH STATEMENT					2.41		2.41	FINANCE CHARGE
Vendor Totals:	0.00	0.00	147.33	0.00	98.91	0.00	246.24	
FARLIC HARRY & LOCKE ELECTRIC								
1277					2,668.77		2,668.77	GRADERS INSTALLATIO
1304					84.97		84.97	3P60 BREAKER
1322					30.61		30.61	LABOR-MOTOR/GRAIN C
1330					325.33		325.33	REPAIRS TO CONDUIT
1316					311.43		311.43	REPAIRS
1336					72.44		72.44	FINANCE CHARGE
1342					69.24		69.24	REPAIRS TO LEG
AUGUST 25TH STATMENT					1.98		1.98	FINANCE CHARGE
Vendor Totals:	0.00	0.00	0.00	0.00	3,564.77	0.00	3,564.77	
FARRGR HARROLD GRAIN								
GS 3090					4,703.71		4,703.71	GRAIN - 80 SUNFLOWE
CK#73910						5,000.00-	5,000.00-	PREPAY SUNFLOWERS
Vendor Totals:	0.00	0.00	0.00	0.00	4,703.71	5,000.00-	296.29-	
FEARDO DON HEARNEN								
GS 2737					6,576.65		[illegible]	BLACK OIL - GRAIN
GS 2828					3,998.78		3,998.78	GRAIN - 80 SUNFLOWE
GS 2885					3,415.94		3,415.94	GRAIN - 80 SUNFLOWE
GS 3092					8,974.78		8,974.78	GRAIN - 80 SUNFLOWE
GS 2737						43.17-	43.17-	SUNFLOWER CHECKOFF
GS 2828						15.00-	15.00-	SUNFLOWER CHECKOFF
GS 2885						16.35-	16.35-	SUNFLOWER CHECKOFF
GS 3092						33.56-	33.56-	SUNFLOWER CHECKOFF
NOTE						22,857.37-	22,857.37-	TRANSFER TO A NOTE

Harry said mothers was paid so the amount should be 1,512.62 instead of 6,576.65
8-28-01

Balance should be 4,935.92 in lieu of -0-

[illegible] and checks submitted to POC

UN DATE: 04/26/01
UN TIME: 8:58 AM

Wheetco, Inc.
Accounts Payable
Aging Report

* A/P ACCOUNT: ALL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
endor Totals:	0.00	0.00	0.00	0.00	22,966.15	22,966.15-	0.00	
ERC-U HERC-U-LIFT								
2D5569790					85.29		85.29	CAT FLIFT-PM, OIL C
2E5569780					69.21		69.21	TOYOTA FLIFT-PM, OI
31050,752070,752100					802.10		802.10	REPAIRS TO FORKLIFT
UNE 30TH STATEMENT					11.46		11.46	FINANCE CHARGE
M82623&24					802.10		802.10	VOIDED NPS CK#3056
PS#3056						802.10-	802.10-	PD ON NPS ACCT.
PS3056						802.10-	802.10-	CHECK ACTUALLY CLEA
endor Totals:	0.00	0.00	0.00	0.00	1,770.16	1,604.20-	165.96	
OLKEN KENT HOLLER								
3118					3,200.55		3,200.55	GRAIN - BO SUNFLOWE
3118						25.53-	25.53-	SUNFLOWER CHECKOFF
endor Totals:	0.00	0.00	0.00	0.00	3,200.55	25.53-	3,175.02	
LSKE KERWYN HOLSING								
3129-1					2,640.38		2,640.38	VOIDED NPS CK#3015
3129-2					2,590.25		2,590.25	VOIDED NPS CK#3014
endor Totals:	0.00	0.00	0.00	0.00	5,230.63	0.00	5,230.63	
OLYCO HOLYOKE COOP								
3254				11,374.43			11,374.43	GRAIN - WHITE MILLE
3254 ADD ON				576.85			576.85	GRAIN - WHITE MILLE
3259				5,147.67			5,147.67	GRAIN - WHITE MILLE
3259 ADD ON				216.70			216.70	GRAIN - WHITE MILLE
endor Totals:	0.00	0.00	0.00	17,315.65	0.00	0.00	17,315.65	
UBCIS HUB CITY IRON STORE								
806-A					5.17		5.17	THERMOSTAT FOR CHEV
684-A					30.64		30.64	V-BELTS
G. 31ST STATEMENT					25.76		25.76	REPAIRS
GUST 1ST STATEMENT					237.30		237.30	REPAIRS, FIN. CHARG
LY 3RD STATEMENT					69.82		69.82	FINANCE CHARGE, REP
NE 1ST STATEMENT					140.80		140.80	REPAIRS, FIN CHARGE
EPAY						150.00-	150.00-	ON ACCOUNT
endor Totals:	0.00	0.00	0.00	0.00	509.49	150.00-	359.49	
BWOO HUB CITY WOODWORKING								
1359					[illegible]		[illegible]	[illegible] - 40 x 48 PALLE

RECEIVED
NOV 0 6 2000
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

PROMISSORY NOTE

WHEETCO, INC. of Groton, South Dakota hereinafter referred to as the "Borrower".

Lender: Don Hearnen

Mailing Address: 15630 409th Ave, Conde, SD 57434

For value received, Borrower promises to pay the Lender the amount of $22,857.31 at the rate of 10% per year for a period of 7 years, from the date this note was signed until the date it is paid in full (Wheetco will receive credit for prepayments, reducing the total amount of interest to be repaid).

Wheetco agrees that this note shall be paid in installments, which include principal and interest, of not less than $_____.00 per month, due on the _____ day of each month, until such time as the principal and interest are paid in full. (will send amortization when all notes are signed) If any installment payment due under this note is not received by the Lender within 30 days of its due date, the entire amount of the unpaid principal shall become immediately due and payable at the option of the Lender with written notice to Wheetco, Inc.

(The term Lender refers to any person who legally holds this note, including a buyer in due course.)

Larry Pokela
Wheetco, Inc. Representative

10/10/00
Date

Attorney:
Tom Pokela
338-6151
PO Box 1102
Sioux Falls, SD
57101

WHEETCO, INC.
300 East Railroad Ave.
PO Box 668
Groton, SD 57445
Brown County
South Dakota
(605)397-8111

Don Hearnen
Lender's Representative

10-16-00
Date

ASSEMBLING SHEET

2737

P
Jul 4
I

Pounds Per Std. Bu.

60.00 Wheat
32.00 Oats
56.00 Rye
60.00 Soybeans
56.00 Corn

WHEETCO
PO BOX 668
GROTON, SD
57445
397-8111

Name: DON HEARMEN

Grain Type: SO SUNFLOWERS Check off: (YES) ( ) Apply to Contract #

Ticket or Rcfr. No./DATE	Gross Weight	Tare Weight	Net Weight	Dock 5.00%	Moist 0.00%	Net Lb./Bu	Net Price	Gross Dollar	Other Deduct	Total Due
9697 7/16/99 29[illegible]	63,260	25,460	37,800	1,890.00	0.00	35,910.00	0.08000	2,872.80	0.00	2,872.80
9702 7/19/99 29[illegible]	64,880	25,140	39,740	2,384.40	0.00	37,355.60		2,988.45	0.00	2,988.45
9709 7/20/99 29[illegible]	64,740	25,080	39,660	5,155.80	0.00	34,504.20		2,760.34	0.00	2,760.34
9715 7/21/99 29[illegible]	63,000	24,960	38,040	1,902.00	0.00	36,138.00		2,891.04	0.00	2,891.04
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
TOTALS	255,880.00	100,640.00	155,240.00	11,332.20	0.00	143,907.80		11,512.62	0.00	11,512.62

SCALE TICKET # 9703 DOCKED AT 6%; #9709 DOCKED AT 13%;

TOTAL AMOUNT DU: $ 11,512.624

LESS: Deduction SUNFLOWER CHECKOFF $ (43.17
Checkoff $ (
Risc.

NET AMOUNT DUE 11,469.452

Pd. Ck#
7561 - 7589

Pd. Ck. No. 7581 Amount 3000.00 Held Not Clear

Pd. Ck. No._____ Amount_____

VOIDED
7582
7585
7586
7587
7588
7581 - Held Not Clear Jw

CONTRACT SETTLEMENTS

Contract #

[illegible]t Amount (in Lbs. or Bu.) 0.00 #/Bu.

[illegible]unt 143,907.80 #/Bu.

-143,907.80 #/Bu.

[illegible] to be Settled

Owner of Wheetco, Date

8469.45

having paid more
of check #'s 7581-
7584 have cleared
Carole 7-21-01

FROM : FAX NO. : May. 06 2001 01:57PM P1

Northern Prairie Seed
PO Box 668
Groton, SD 57445-0668

Facsimile Cover Sheet

Larry Wheeting
Phone:(605)397-8111
Fax:(605)397-8361

TO: Robert Knudel P.U.D

FROM: HARRY Wheeting

DATE:

PAGES: (including cover sheet)

Bob- Here this help

fw

WHEETCO, INC.
300 East Railroad Ave.
Groton, SD 57445
FROM THE DESK OF KRIS CUTLER

October 30, 2000

RE: Enclosed Amortization Schedules

To: All Current Note Holders:

I am sending out amortization schedules, which I promised when all our notes were originally signed. Listed will be the interest rate, number of months payments will be made, the total note amount and the monthly payment amount.

You will notice that as of this point in time, an exact commencement date on the note payments is not listed. Until confirmation and completion of the loan application is done, no certain date can be listed. However, be assured that everything is being processed and I will let you know as soon as I hear any updates on a time frame.

Sincerely,

Kris Cutler

Kris Cutler, Accountant
Wheetco, Inc.

ASSEMBLY SHEET

2/22 3A

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: FRED & EDMUND EISENBRAUN

Grain Type: SAFFLOWER Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
11829 2/01/01 41TW	43,680	19,280	24,400	3.00%	732.00	0	23,668.00	$0.1200	$2,840.16
PUP	31,100	6,760	24,340	3.00%	730.20	0	23,609.80		$2,833.18
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Total	74,780	26,040	48,740		1,462.20	0	47,277.80		$5,673.34

TOTAL AMOUNT DUE FRED 30,856.80 EDMUND 16421.00 $5,673.336

FSS Deductions

Checkoff	$9.26	4.93	SAFFLOWER CHECKOFF	$14.18
Misc.	$3,693.66	$1,966.69		

NET AMOUNT DUE $5,659.153

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract#

Beginning Contract Amount (Lbs/Bu)	0	#/BU
Total Settled Amount	47,277.80	#/BU
Left to be Settled	-47277.8	#/BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

30

RECEIVED

NOV 28 2000

PROMISSORY NOTE

WHEETCO, INC. of Groton, South Dakota hereinafter referred to as the "Borrower".

Lender: Dale Patterson

Mailing address: Wall, SD 57790

For value received, Borrower promises to pay to Lender the amount of $ 20,184.21, at the rate of 10% per year for a period of _____ years, from the date this note was signed until the date it is paid in full (*Wheetco will receive credits for prepayments, reducing the total amount of interest to be repaid*).

Wheetco agrees that this note shall be paid in installments, which include principal and interest, of not less than $ _____.00 per month, due on the _____ day of each month, until such time as the principal and interest are paid in full.

If any installment payment due under this note is not received by Lender within 30 days of its due date, the entire amount of the unpaid principal shall become immediately due and payable at the option of the Lender with written notice to Wheetco, Inc.

(The term Lender refers to any person who legally holds this note, including a buyer in due course.)

_____ Wheetco, Inc. Representative _____ Date

WHEETCO, INC.
502 East 8th Ave.-H
Groton, SD 57445
Brown County South Dakota
(605) 397-8111

X Mildred Patterson Sons by Dale Patterson 10-4-00
Lender's Representative Date

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
5744[illegible]
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3026

Name: DALE PATTERSON

Grain Type: SAFFLOWER Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10735 2/04/00 35TW	88,360	31,860	56,500	5.00%	2,825.00	0	53,675.00	$0.0900	$4,830.7
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
Totals	88,360	31,860	56,500		2,825.00	0	53,675.00		$4,830.7

TOTAL AMOUNT DUE $4,830.75

LESS: Deductions
Checkoff SUNFLOWER CHECKOFF $16.1
Misc.

NET AMOUNT DUE $4,814.64

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	53,675.00 # / BU
Left to be Settled	-53675 # / BU

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

May. 08 2001 01:03PM P3

ASSEMBLY SHEET

6/30 Jun

3124

WHEETCO
PO BOX 668
GROTON, SD
5744[illegible]
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: DALE PATTERSON

Grain Type: SAFFLOWER Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
11213 6/29/00 38TW	77,060	29,160	47,900	3.00%	1,437.00	0	46,463.00	$0.0900	$4,181.67
PUP	27,420	9,800	17,620	3.00%	528.60	0	17,091.40		$1,538.23
11214 6/29/00 38TW	79,200	29,440	49,760	3.00%	1,492.80	0	48,267.20		$4,344.05
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	183,680	68,400	115,280		3,458.40	0	111,821.60		$10,063.94

TOTAL AMOUNT DUE $10,063.944

LESS: Deductions

Checkoff SAFFLOWER CHECKOFF $33.55

Misc.

NET AMOUNT DUE $10,030.398

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract#

Beginning Contract Amount (Lbs/Bu)	0	#/BU
Total Settled Amount	111,821.60	#/BU
Left to be Settled	-111821.6	#/BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

AMP June I

WHEETCO
PO BOX 668
C OTON, SD
5744
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3136

Name: DALE PATTERSON

Grain Type: SAFFLOWER Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
11227 7/05/00 30TW	73,800	29,160	44,640	3.00%	1,339.20	0	43,300.80	$0.0800	$3,464.06
PUP 34TW	31,480	9,780	21,700	3.00%	651.00	0	21,049.00	$0.0900	$1,894.41
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	105,280	38,940	66,340		1,990.20	0	64,349.80		$5,358.47

TOTAL AMOUNT DUE $5,358.474

LESS: Deductions
Checkoff SAFFLOWER CHECKOFF $19.30
Misc.

NET AMOUNT DUE $5,339.169

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0	#/BU
Total Settled Amount	64,349.80	#/BU
Left to be Settled	-64349.8	#/BU

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

RECEIVED
NOV 2 8 2000
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

3P

PROMISSORY NOTE

WHEETCO, INC. of Groton, South Dakota hereinafter referred to as the "Borrower".

Lender: Roger, Brad & Alan Vandervorst

Mailing Address: 705 4th Ave. East, Mobridge, SD 57601

For value received, Borrower promises to pay the Lender the amount of $ 29,511.49, at the rate of 10% per year for a period of 7 years, from the date this note was signed until the date it is paid in full *(Wheetco will receive credit for prepayments, reducing the total amount of interest to be repaid).*

Wheetco agrees that this note shall be paid in installments, which include principal and interest, of not less than $_____.00 per month, due on the _____ day of each month until such time as the principal and interest are paid in full. (Amortization schedule will be sent when all notes are signed)

If any installment payments due under this note is not received by the Lender within 30 days of its due date, the entire amount of the unpaid principal shall become immediately due and payable at the option of the Lender with written notice to Wheetco, Inc.

(The term Lender refers to any person who legally holds this note, including a buyer in due course.)

Larry Wheeting JR — 10/10/00

Wheetco, Inc. Representative — Date

WHEETCO, INC.
306 East Railroad Ave.
PO Box 668
Groton, SD 57445
Brown County
South Dakota
(605)397-8111

[illegible] — 10-10-2000

Lender's Representative — Date

FROM : FAX NO. : May. 12 2001 07:39PM P7

ASSEMBLY SHEET

131

WHEETCO
BOX 668
TON, SD
57445
605-397-2111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: ROGER VANDERVORST

Grain Type: CO SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb /Bu	Net Price	Total Due
11288 7/21/00 32TW	69,000	26,800	42,200	3.00%	1,266.00	0	40,934.00	$0.0725	$2,967.72
11294 7/22/00 32TW	68,720	27,060	41,660	2.00%	833.20	0	40,826.80		$2,959.94
11295 7/24/00 33.5TW	69,880	26,780	43,100	3.00%	1,293.00	0	41,807.00		$3,031.01
11297 7/24/00 33TW	85,160	29,040	56,120	4.00%	2,244.80	0	53,875.20		$3,905.95
11298 7/25/00 31.5TW	70,080	27,040	43,040	3.00%	1,291.20	0	41,748.80		$3,026.79
11301 7/26/00 33TW	70,040	26,680	43,360	3.00%	1,300.80	0	42,059.20		$3,049.29
11305 7/27/00 33TW	70,320	27,100	43,220	2.00%	864.40	0	42,355.60		$3,070.79
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	503,200	190,500	312,700		9,093.40	0	303,606.60		$22,011.46

TOTAL AMOUNT DUE $22,011.479

LESS: Deductions
Checkoff SUNFLOWER CHECKOFF $91.08
Misc.

NET AMOUNT DUE $21,920.397

Pd. CK # 3041 @ 3000 - cleared
CK # 3042 @ 3000 - cleared
CK # 3043 @ 3000 - cleared
PD CK NO CK # 3044 AMOUNT 3000 - VOIDED
CK # 3045 @ 3000 - VOIDED
PD. CK NO CK # 3046 AMOUNT 3000 - VOIDED
CK # 3047 @ 3920 - VOIDED

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	303,606.60 #/BU
Left to be Settled	-303606.6 #/BU

SIGNATURE _____
Larry Wheeting, Owner of Wheetco. Date

ASSEMBLY SHEET

WHEETCO
PO BOX 668
OTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
00.00	Soybeans
56.00	Corn

1/31

Name: ROGER VANDERVORST

Grain Type: BO SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb /Bu	Net Price	Total Due
11310 7/29/00 32TW	68,660	26,740	41,920	2.00%	838.40	0	41,081.60	$0.0725	$2,978.42
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	68,660	26,740	41,920		838.40	0	41,081.60		$2,978.42

TOTAL AMOUNT DUE $2,978.416

LESS: Deductions
Checkoff SUNFLOWER CHECKOFF $12.32
Misc

NET AMOUNT DUE $2,966.092

PD. CK. NO. 3059 AMOUNT $2966.09-VOIDED

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	41,081.60 #/BU
Left to be Settled	-41081.6 #/BU

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

FROM : FAX NO. : May. 12 2001 07:38PM P5

ASSEMBLY SHEET

9104

WHEETCO
[illegible] 668
[illegible], SD
57445
[illegible] 8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: ROGER VANDERVORST

Grain Type: BO SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # / Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
11231 8/02/00 32TW	80,940	27,800	53,140	2.00%	1,062.80	0	52,077.20	$0.0725	$3,775.60
11332 8/02/00 32TW	79,100	28,040	51,060	2.00%	1,021.20	0	50,038.80		$3,627.81
11340 8/03/00 32TW	79,420	27,720	51,700	2.00%	1,034.00	0	50,666.00		$3,673.29
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	239,460	83,560	155,900		3,118.00	0	152,782.00		$11,076.70

TOTAL AMOUNT DUE $11,076.69

LESS: Deductions
Checkoff SUNFLOWER CHECKOFF $45.83
Misc.
LESS FREIGHT - THORSTENSON TRUCKING @ $300.00 PER LOAD $900.00

NET AMOUNT DUE $10,130.86

PD. CK. NO. 3080 AMOUNT 2532.72 - Alan - VOIDED
PD. CK. NO. 3079 AMOUNT 2532.72 - Brad - VOIDED
PD. CK. NO. 3080 AMOUNT 2532.72 - VOIDED
PD. CK. NO. 3080 AMOUNT 2532.72 - VOIDED

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	152,782.00 #/BU
Left to be Settled	152782 #/BU

SIGNATURE _____
Terry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

WHEETCO
PO BOX 668
[illegible]TON, SD
57445
605-397-8111

Pounds Per Std. Bu	
50.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: ROGER VANDERVORST

Grain Type: SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # / Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
11359 8/08/00 31TW	81,260	26,520	54,740	4.00%	2,189.60	0	52,550.40	$0.0725	$3,809.90
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	81,260	26,520	54,740		2,189.60	0	52,550.40		$3,809.90

TOTAL AMOUNT DUE $3,809.904

LESS: Deductions

Checkoff SUNFLOWER CHECKOFF $15.77

Misc. FREIGHT TO THORSTENSON @ $300/FLAT $300.00

$3,494.139

NET AMOUNT DUE

PD. CK. NO 3083 AMOUNT 4231.50 VOIDED

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	52,550.40 #/BU
Left to be Settled	-52550.4 #/BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

WHEETCO, INC.
300 East Railroad Ave.
Groton, SD 57445
FROM THE DESK OF KRIS CUTLER

October 30, 2000

RE: Enclosed Amortization Schedules

To: All Current Note Holders:

I am sending out amortization schedules, which I promised when all our notes were originally signed. Listed will be the interest rate, number of months payments will be made, the total note amount and the monthly payment amount.

You will notice that as of this point in time, an exact commencement date on the note payments is not listed. Until confirmation and completion of the loan application is done, no certain date can be listed. However, be assured that everything is being processed and I will let you know as soon as I hear any updates on a time frame.

Sincerely,

Kris Cutler

Kris Cutler, Accountant
Wheetco, Inc.

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name JIM FAULSTICH

Grain Type STRIFE SUNFLOWERS Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
1609 10/17/00 27.5Th	74,360	29,220	45,140	5.00%	2,257.00	0	42,883.00	$0.0876	$3,756.55
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	74,360	29,220	45,140		2,257.00	0	42,883.00		$3,756.55
			19% OVER A 20/64		1,147.77	$12.00	$977.70		
TOTAL AMOUNT DUE			81% THROUGH A 20/64		34,735.23 42,883.00	$8.00	$2,778.82 $3,756.55		$3,756.55

LESS Deductions
Checkoff
Misc

NET AMOUNT DUE $3,756.55

Cleared 11-10-2000

PO CK NO 2114 AMOUNT $3756.55

2114

WHEETCO, INC.
PH. 605-397-8111
P.O. BOX 668
GROTON, SD 57445

76-828/914

DATE 11/3/00

PAY TO THE ORDER OF Jim Faulstich $ 3756.55

Three thousand seven hundred fifty six and 55/100 DOLLARS

HEARTLAND STATE BANK
HIGHMORE OFFICE
P.O. BOX 219
HIGHMORE, SD 57345

FOR AS3220

Larry Wheeting

⑈002114⑈ ⑆091406260⑆ 207 ⑈ ⑈0003756555⑈

091406260 HIGHMORE 608-852-2172 HEARTLAND STATE BANK 091406260

ASSEMBLY SHEET

3306 3/21 I

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: JIM FAULTICH

Grain Type: STRIPE FLOWERS Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
11902 3/12/0126TW	68,640	27,700	40,940	6.00%	2,456.40	0	38,483.60	$0.0872	$3,355
PUP 11909 3/13/01	56,180	27,180	29,000	6.00%	1,740.00	0	27,260.00		$2,377
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
Totals	124,820	54,880	69,940		4,196.40	0	65,743.60		$5,732
		18% OVER 20		11833.85 @$12.00/CWT=			$1,420.06		
TOTAL AMOUNT DUE		82% THROUGH 20		53909.75 @ $8.00/CWT=			$4,312.78		$5,732.84

LESS: Deductions
Checkoff
Misc.

NET AMOUNT DUE $5,732.84

PD CK. NO _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT
SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs./Bu)	0	# / BU
Total Settled Amount	65,743.60	# / BU
Left to be Settled	-65743.6	# / BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

WHEETCO
PO BOX 668
G[illegible]TON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3283

Name: JIM FAULSTICH

Grain Type: STRIPE SUNFLOWERS Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb /Bu	Net Price	Total Due
11787 1/17/01 26TW	77,460	30,860	46,600	8.00%	3,728.00	0	42,872.00	$0.0872	$3,738.4[illegible]
PUP	27,760	8,240	19,520	8.00%	1,561.60	0	17,958.40		$1,565.9[illegible]
11793 1/18/01 26TW	77,420	31,300	46,120	8.00%	3,689.60	0	42,430.40		$3,699.9[illegible]
PUP	28,260	8,240	20,020	8.00%	1,601.60	0	18,418.40		$1,606.0[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.0[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.0[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.0[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.0[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.0[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.0[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.0[illegible]
Totals	210,900	78,640	132,260		10,580.80	0	121,679.20		$10,610.4[illegible]
		18% OVER 20		21902.26	* $12.00/CWT=		$2,628.27		
TOTAL AMOUNT DUE		82% THROUGH 20		99776.94	*$8.00/CWT=		$7,982.16		$10,610.42[illegible]

LESS. Deductions
Checkoff
Misc.

TOTAL AMOUNT DUE $10,610.42[illegible]

4/18 PD. CK. NO Money order AMOUNT 4500.00

PD. CK. NO _____ AMOUNT _____

6110.43

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0	#/BU
Total Settled Amount	121,679.20	#/BU
Left to be Settled	-121679.2[illegible]	#/BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco Date

3R

WHEETCO, INC ACCOUNTS RECEIVABLE

CUSTOMER	INVOICE NUMBER	DUE DATE	AMOUNT	DATE PAID
Bee Seed	011843 011863	07/14/00 07/20/00	$ 734.00 320.85 $ 1,054.85	
Joe Cameron	011701 011772 011811 011892 011906	05/24/00 06/04/00 07/02/00 07/30/00 08/09/00	$ 1,475.08 375.00 3,507.40 280.00 175.00 $ 5,812.48	
Commodity Marketing, Co 678-366-7820	012166 012176	11/15/00 11/19/00	3,800.00 23.00 $ 3823.00	04/25/01 5610.20
D & M Grain	009884 010121 010631 011037 011409 0117180	01/22/99 04/14/99 07/30/99 00/09/99 02/26/00 05/28/00	96.00 27.00 198.00 629.60 175.00 120.00 $ 1,245.60	
Owen Elsen 605-994-2269	011688	05/19/00	1,138.50 $ 1,138.50	
Chad Geray	012508 012510	05/27/01 05/31/01	523.80 122.80 $ 646.60	
Holyoke Coop Assn.	012491	05/01/01	4,837.92 $ 4,837.92	
Jensen Feed & Seed	012452	04/12/01	18.00 $ 18.00	05/02/01
Jones Farms 605-225-5427	012509	05/31/01	47.00 $ 47.00	
Knight Seed Company 800-328-2999	011218	12/18/99	3,154.20 $ 3,454.20	
Mike Knoll	011865	07/21/00	2,000.50 $ 2,000.50	
Kevin Larson	012447	04/08/01	91.50 $ 91.50	
Jon Locken	010916 012111	10/17/99 10/01/00	370.90 726.40 $ 1,097.30	



South Dakota
Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

Capitol Office
Telephone (605)773-3201
FAX (605)773-3809

Transportation/
Warehouse Division
Telephone (605)773-5280
FAX (605)773-3225

Consumer Hotline
1-800-332-1782

TTY Through
Relay South Dakota
1-800-877-1113

Internet Website
www.puc.state.sd.us/puc/

Jim Burg
Chairman
Pam Nelson
Vice-Chairman
Laska Schoenfelder
Commissioner

William Bullard Jr.
Executive Director

Harlan Best
Martin C. Bettmann
Sue Cichos
Karen E. Cremer
Michele M. Farris
Marlette Fischbach
Heather K. Forney
Shirleen Fugitt
Mary Giddings
Lewis Hammond
Leni Healy
Camron Hoseck
Lisa Hull
Dave Jacobson
Katie Johnson
Bob Knadle
Delaine Kolbo
Charlene Lund
Terry Norum
Gregory A. Rislov
Keith Senger
Rolayne Ailts Wiest

October 15, 2001

William Pfeiffer
Attorney At Law
P.O. Box 1585
14 SE 2nd Ave.
Aberdeen, South Dakota 57402-1585

Dear Mr. Pfeiffer:

Per our conversation this morning following is the list of producers that would fall under the jurisdiction of the Commission that currently have a grain payable and an accounts receivable with Wheetco. My recommendation to the Commission will be to offset the accounts receivable against the grain accounts payable if your office would be in agreement with this method.

1. Joe Cameron--grain accounts payable of $13,294.20 and an accounts receivable of $5,812.48.

2. D & M Grain--grain accounts payable of $98,613.61 and an accounts receivable of $1,245.60.

3. Owen Elsen--grain accounts payable of $9,209.79 and an accounts receivable of $1,138.50.

4. Holyoke Coop Association--grain accounts payable of $17,315.65 and an accounts receivable of $4,837.92.

5. Mike Knoll--grain accounts payable of $11,613.66 and an accounts receivable of $2,000.50.

6. Equinox Enterprises--grain accounts payable of $9,971.74 and an accounts receivable of $4,085.76.

At your earliest convenience, please advise if this method is acceptable to you. Thank you for your prompt attention to this matter.

Sincerely,

Bob Knadle

Bob Knadle Director of Transportation/Warehouse

William J. Pfeiffer
Attorney at Law
P.O. Box 1585
14 SE 2nd Avenue
Aberdeen, SD 57402-1585

Mary J. Brink
Legal Assistant/Office Manager

Telephone: (605) 229-1144
Fax: (605) 229-7984

October 15, 2001

South Dakota Public Utilities Commission
Attn: Bob Knadle
State Capitol Bldg.
500 E. Capitol Avenue
Pierre, SD 57501-5070

Re: Wheetco, Inc.
Case No. 00-10188

Dear Mr. Knadle:

I received your fax of October 15, 2001, regarding your recommendation to the Commission to offset the account receivable against the grain accounts payable. That will work just fine with my office and I have instructed the office manager, Mary Brink, to make that adjustment to our accounts receivables. Accordingly, my files and records will no longer show a credit balance with regard to the 6 receivables described in your letter. In short, the following persons and entities will now be shown in my office to have the following debit balances:

Joe Cameron:	$7481.72
D&M Grain:	$97,368.01
Owen Elsen:	$8,071.29
Holyoke Coop:	$12,477.73
Mike Knoll:	$9,613.16
Equinox Enterprise:	$5,885.98

Again, I apologize for being tardy in my communications with you, but I got caught up in that rare situation where I've been working on 6 large bankruptcies at the same time. However, with working nights and weekends lately I am finally beginning to get current so hopefully I will soon be in a better position to deal more rapidly with our interactions in this case.

Sincerely,

William J. Pfeiffer
Chapter 7 trustee

WJP/ss

ASSEMBLY SHEET

RECEIVED

NOV 2 8 2000

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

3100

WHEETCO
PO BOX 668
[illegible]OTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name JOE CAMERON

Grain Type RED MILLET Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Weight	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Dollars
[illegible]153 6/02/00 5[illegible]	[illegible]	11,920	[illegible]	13.00%	3,096.60	0	[illegible]	[illegible]	[illegible]
11165 6/06/00 5[illegible]TW	34,020	12,200	21,760	10.00%	2,176.00	0	19,584.00		[illegible]
[illegible]166 6/06/00 5[illegible]	[illegible]	[illegible]	[illegible]	10.00%	[illegible]	0	[illegible]		[illegible]
[illegible]170 6/07/00 5[illegible]	[illegible]	[illegible]	19,[illegible]	15.00%	[illegible]	0	[illegible]		[illegible]
	0	0	0	0.00%	0.00	0	0.00		[illegible]
	0	0	0	0.00%	0.00	0	0.00		[illegible]
	0	0	0	0.00%	0.00	0	0.00		[illegible]
	0	0	0	0.00%	0.00	0	0.00		50.00
	0	0	0	0.00%	0.00	0	0.00		[illegible]
	0	0	0	0.00%	0.00	0	0.00		50.00
	0	0	0	0.00%	0.00	0	[illegible]		[illegible]
	0	0	0	0.00%	0.00	0	0.00		50.00
Totals	[illegible]	43,480	86,080		10,393.60	0	[illegible]		[illegible]

TOTAL AMOUNT DUE [illegible]

LESS: Deductions
Checkoff
Misc

NET AMOUNT DUE [illegible]

PD CK NO 15648 AMOUNT 373.68-VOIDED

PD CK NO 15649 AMOUNT 1200.00-VOIDED

CONTRACT
SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	[illegible] # / BU
Total Settled Amount	[illegible] # / BU
[illegible]	[illegible] # / BU

SIGNATURE

[illegible] Wheeling Owner of Wheeled Date

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: JOE CAMERON

Grain Type: RED MILLET Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb/Bu	Net Price	Total Due
10853 3/16/00 56TW	30,820	12,040	18,780	20.00%	3,756.00	0	15,024.00	0.0550	$826.3
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
Totals	30,820	12,040	18,780		3,756.00	0	15,024.00		$826.3

TOTAL AMOUNT DUE $826.32

LESS: Deductions
Checkoff
Misc.

NET AMOUNT DUE $826.32

PD. CK NO. 15648 AMOUNT $826.32 VOIDED

PD. CK NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount /Lbs Bu 0.00 BU
Total Settled Amount 15,024.00 # BU
Left to be Settled -15024 # BU

SIGNATURE _____

Farm/Warehouse Owner Witness Sign

ASSEMBLY SHEET

'HEETCO
O·BOX 668
ROTON, SD
57445
-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

8/31

me: J DE CAMERON

ain Type: V HITE MILLET Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
410 8/17/00 56TW	33,940	11,980	21,960	20.00%	4,392.00	0	17,568.00	$0.0700	$1,229.76
415 8/18/00 55.5TW	23,620	11,900	11,720	12.00%	1,406.40	0	10,313.60		$721.95
413 8/18/00 53TW	30,800	11,900	18,900	14.00%	2,646.00	0	16,254.00		$1,137.78
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
s	88,360	35,780	52,580		8,444.40	0	44,135.60		$3,089.49

TAL AMOUNT DUE $3,089.492

SS: Deductions
Checkoff
Misc.

ET AMOUNT DUE $3,089.492

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

ONTRACT
TTLEMENTS
ntract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	44,135.60 # / BU
Left to be Settled	-44135.6 # / BU

GNATURE _____

arry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

HEETCO
) BOX 668
TON, SD
57445
)5-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

8/31

me: JOE CAMERON

ain Type: ED MILLET Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
384 8/14/00 57TW	32,740	12,160	20,580 ✓	14.00%	2,881.20	0	17,698.80	$0.0575	$1,017.68
394 8/15/00 58TW	34,640	12,100	22,540 ✓	18.50%	4,169.90	0	18,370.10		$1,056.28
399 8/16/00 55TW	33,440	12,080	21,360 ✓	11.00%	2,349.60	0	19,010.40	$0.0700	$1,330.73
405 8/16/00 57.5TW	31,340	12,060	19,280 ✓	14.00%	2,699.20	0	16,580.80		$1,160.66
408 8/17/00 57TW	21,980	12,000	9,980 ✓	14.00%	1,397.20	0	8,582.80		$600.80
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
tals	154,140	60,400	93,740		13,497.10	0	80,242.90		$5,166.14

TAL AMOUNT DUE $5,166.142

SS: Deductions
Checkoff
Misc.

T AMOUNT DUE $5,166.142

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

NTRACT
TTLEMENTS
ntract#

Beginning Contract Amount (Lbs/Bu)	0	# / BU
Total Settled Amount	80,242.90	# / BU
Left to be Settled	-80242.9	# / BU

GNATURE _____

Larry Wheeting, Owner of Wheetco, Date

** A/P ACCOUNT: ALL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
ISWELE B & W ELEVATOR SUPPLY								
10018					54.89		54.89	BRUSH CLAMPS
352					317.68		317.68	BEN'S ORDER
Vendor Totals:	0.00	0.00	0.00	0.00	372.57	0.00	372.57	
BALSEE BALDEN SEED BROKERAGE								
NOVEMBER 99 STATEMENT					592.50		592.50	KNOXVILLE SEED & CL
Vendor Totals:	0.00	0.00	0.00	0.00	592.50	0.00	592.50	
BENCHI BENCH INDUSTRIES								
12499					1,000.00		1,000.00	GRADER INSTALLATION
Vendor Totals:	0.00	0.00	0.00	0.00	1,000.00	0.00	1,000.00	
BOTTUM BOTTUM BROS.								
GS 2775					14,712.08		14,712.08	GRAIN - BO SUNFLOWE
P 2775						55.17-	55.17-	SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	14,712.08	55.17-	14,656.91	
BRAULA LARRY BRAUN								
GS 3121					3,577.66		3,577.66	GRAIN - BO SUNFLOWE
P 3121						13.85-	13.85-	SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	3,577.66	13.85-	3,563.81	
BRETMI MILES BRETSCH								
STRIPES					23,778.24		23,778.24	ADD ON OLD A/P
Vendor Totals:	0.00	0.00	0.00	0.00	23,778.24	0.00	23,778.24	
BRICPR BRICK PROPANE, INC.								
04637					27.45		27.45	FORKLIFT TANK ADAPT
Vendor Totals:	0.00	0.00	0.00	0.00	27.45	0.00	27.45	
CAMEJO JOE CAMERON								
GS 3047					826.32		826.32	GRAIN - RED MILLET
GS 3100					4,212.25		4,212.25	GRAIN - RED MILLET
GS 3172					3,089.49		3,089.49	GRAIN- WHITE MILLET
GS 3173					5,166.14		5,166.14	GRAIN - RED MILLET
Vendor Totals:	0.00	0.00	0.00	0.00	13,294.20	0.00	13,294.20	

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3232

11/28

Name: PAOLI COOP

Grain Type: RED MILLET Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
BU#22274 11/01/00	80,000	28,940	51,060	0.00%	0.00	0	51,060.00	$0.0600	$3,063.60
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	80,000	28,940	51,060		0.00	0	51,060.00		$3,063.60

TOTAL AMOUNT DUE $3,063.600

LESS: Deductions
Checkoff
Misc. PRICING ERROR ON AS#3202 - 50,880# @ .25/CWT $127.20

NET AMOUNT DUE ~~$2,936.400~~ $ 3190.80

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT
SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	51,060.00 #/BU
Left to be Settled	-51060 #/BU

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

3T

WHEETCO, INC ACCOUNTS RECEIVABLE

CUSTOMER	INVOICE NUMBER	DUE DATE	AMOUNT	DATE PAID
Bee Seed	011843 011863	07/14/00 07/20/00	$ 734.00 320.85 $ 1,054.85	
Joe Cameron	011701 011772 011811 011892 011906	05/24/00 06/04/00 07/02/00 07/30/00 08/09/00	$ 1,475.08 375.00 3,507.40 280.00 175.00 $ 5,812.48	
Commodity Marketing, Co 678-366-7820	012166 012176	11/15/00 11/19/00	3,800.00 23.00 $ 3823.00	04/25/01 5610.20
D & M Grain	009884 010121 010631 011037 011409 0117180	01/22/99 04/14/99 07/30/99 00/09/99 02/26/00 05/28/00	96.00 27.00 198.00 629.60 175.00 120.00 $ 1,245.60	
Owen Elsen 605-994-2269	011688	05/19/00	1,138.50 $ 1,138.50	
Chad Geray	012508 012510	05/27/01 05/31/01	523.80 122.80 $ 646.60	
Holyoke Coop Assn.	012491	05/01/01	4,837.92 $ 4,837.92	
Jensen Feed & Seed	012452	04/12/01	18.00 $ 18.00	05/02/01
Jones Farms 605-225-5427	012509	05/31/01	47.00 $ 47.00	
Knight Seed Company 800-328-2999	011218	12/18/99	3,454.20 $ 3,454.20	
Mike Knoll	011865	07/21/00	2,000.50 $ 2,000.50	
Kevin Larson	012447	04/08/01	91.50 $ 91.50	
Jon Locken	010916 012111	10/17/99 10/01/00	370.90 726.40 $ 1,097.30	



South Dakota Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

October 15, 2001

William Pfeiffer
Attorney At Law
P.O. Box 1585
14 SE 2nd Ave.
Aberdeen, South Dakota 57402-1585

Dear Mr. Pfeiffer:

Per our conversation this morning following is the list of producers that would fall under the jurisdiction of the Commission that currently have a grain payable and an accounts receivable with Wheetco. My recommendation to the Commission will be to offset the accounts receivable against the grain accounts payable if your office would be in agreement with this method.

1. Joe Cameron--grain accounts payable of $13,294.20 and an accounts receivable of $5,812.48.

2. D & M Grain--grain accounts payable of $98,613.61 and an accounts receivable of $1,245.60.

3. Owen Elsen--grain accounts payable of $9,209.79 and an accounts receivable of $1,138.50.

4. Holyoke Coop Association--grain accounts payable of $17,315.65 and an accounts receivable of $4,837.92.

5. Mike Knoll--grain accounts payable of $11,613.66 and an accounts receivable of $2,000.50.

6. Equinox Enterprises--grain accounts payable of $9,971.74 and an accounts receivable of $4,085.76.

At your earliest convenience, please advise if this method is acceptable to you. Thank you for your prompt attention to this matter.

Sincerely,

Bob Knadle

Bob Knadle Director of Transportation/Warehouse

Capitol Office
Telephone (605)773-3201
FAX (605)773-3809

Transportation/
Warehouse Division
Telephone (605)773-5280
FAX (605)773-3225

Consumer Hotline
1-800-332-1782

TTY Through
Relay South Dakota
1-800-877-1113

Internet Website
www.puc.state.sd.us/puc/

Jim Burg
Chairman
Pam Nelson
Vice-Chairman
Laska Schoenfelder
Commissioner

William Bullard Jr.
Executive Director

Harlan Best
Martin C. Bettmann
Sue Cichos
Karen E. Cremer
Michele M. Farris
Marlette Fischbach
Heather K. Forney
Shirleen Fugitt
Mary Giddings
Lewis Hammond
Leni Healy
Camron Hoseck
Lisa Hull
Dave Jacobson
Katie Johnson
Bob Knadle
Delaine Kolbo
Charlene Lund
Terry Norum
Gregory A. Rislov
Keith Senger
Roiayne Ailts Wiest

William J. Pfeiffer
Attorney at Law
P.O. Box 1585
14 SE 2nd Avenue
Aberdeen, SD 57402-1585

Mary J. Brink
Legal Assistant/Office Manager

Telephone: (605) 229-1144
Fax: (605) 229-7984

October 15, 2001

South Dakota Public Utilities Commission
Attn: Bob Knadle
State Capitol Bldg.
500 E. Capitol Avenue
Pierre, SD 57501-5070

Re: Wheetco, Inc.
Case No. 00-10188

Dear Mr. Knadle:

I received your fax of October 15, 2001, regarding your recommendation to the Commission to offset the account receivable against the grain accounts payable. That will work just fine with my office and I have instructed the office manager, Mary Brink, to make that adjustment to our accounts receivables. Accordingly, my files and records will no longer show a credit balance with regard to the 6 receivables described in your letter. In short, the following persons and entities will now be shown in my office to have the following debit balances:

Joe Cameron:	$7481.72
D&M Grain:	$97,368.01
Owen Elsen:	$8,071.29
Holyoke Coop:	$12,477.73
Mike Knoll:	$9,613.16
Equinox Enterprise:	$5,885.98

Again, I apologize for being tardy in my communications with you, but I got caught up in that rare situation where I've been working on 6 large bankruptcies at the same time. However, with working nights and weekends lately I am finally beginning to get current so hopefully I will soon be in a better position to deal more rapidly with our interactions in this case.

Sincerely,

Bill Pfeiffer

William J. Pfeiffer
Chapter 7 trustee

WJP/ss

ASSEMBLING SHEET

2775 34

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

WHEETCO
PO BOX 668
GROTON, SD
57445
397-8111

Pounds Per Std. Bu.	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: COTTON BROTHERS

Grain Type: 0 SUNFLOWERS Check off: (YES) Apply to Contract 0

Ticket or Refr. No./DATE	Gross Weight	Tare Weight	Net Weight	Dock 5.00%	Moist 0.00%	Net Lb./Bu	Net Price	Gross Dollar	Other Deduct	Total Due
9791 8/09/99 31TW	75,140	28,980	46,160	2,308.00	0.00	43,852.00	0.08000	3,508.16	0.00	3,508.16
9829 8/16/99 31TW	81,740	28,740	53,000	2,650.00	0.00	50,350.00		4,028.00	0.00	4,028.00
9834 8/17/99 32TW	76,360	28,960	47,400	2,370.00	0.00	45,030.00		3,602.40	0.00	3,602.40
9848 8/19/99 32TW	75,680	28,660	47,020	2,351.00	0.00	44,669.00		3,573.52	0.00	3,573.52
		0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
TOTALS	308,920.00	115,340.00	193,580.00	9,679.00	0.00	183,901.00		14,712.08	0.00	14,712.08

TOTAL AMOUNT DUE $ 14,712.080

LESS: Deductions
Checkoff SUNFLOWER CHECKOFF $ (55.17
Misc. $ (

NET AMOUNT DUE $ 14,656.910

PD. CK. NO._____ AMOUNT_____

PD. CK. NO._____ AMOUNT_____

CONTRACT SETTLEMENTS

Contract 0

Beginning Contract Amount (in Lbs. or Bu.)	0.00 0/Bu.
Total Settled Amount	183,901.00 0/Bu.
Left to be Settled	-183,901.00 0/Bu.

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

RECEIVED
NOV 2 8 2000
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3088

Name: KI (SCHURRS)

Grain Type: BC SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
0333 10/22/99 26TW	71,620	27,740	43,880	46.00%	20,184.80	0	23,695.20	$0.0700	$1,658.66
0345 10/23/99 26TW	79,200	27,720	51,480	30.00%	15,444.00	0	36,036.00		$2,522.52
0357 10/23/99 26TW	79,780	27,560	52,220	18.00%	9,399.60	0	42,820.40		$2,997.43
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	230,600	83,020	147,580		45,028.40	0	102,551.60		$7,178.61

TOTAL AMOUNT DUE $7,178.61

LESS: Deductions

Checkoff SUNFLOWER CHECKOFF $30.77

Misc.

NET AMOUNT DUE $7,147.85

PD. CK. NO. 2798 AMOUNT 6300.00

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract#

Beginning Contract Amount (Lbs/Bu)	0	# / BU
Total Settled Amount	102,551.60	# / BU
Bal to be Settled	-102551.6	# / BU

Bal $3950.00

SIGNATURE _____

Kenny Wheeting, Owner of Wheetco, Date

ASSEMPLY SHEET

5/31 Mag

3087

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: KU INC.

Grain Type: BU SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # / Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
0424 11/02/99 27TW	77,220	27,760	49,460	10.00%	4,946.00	0	44,514.00	$0.0700	$3,115.98
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	77,220	27,760	49,460		4,946.00	0	44,514.00		$3,115.98

$3,115.980

TOTAL AMOUNT DUE

LESS: Deductions SUNFLOWER CHECKOFF $13.35

Checkoff

Misc.

$3,102.626

NET AMOUNT DUE

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	44,514.00 # / BU
Left to be Settled	-44514 # / BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

A/P ACCOUNT: ALL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
FROH K & C FROHLING TRUCKING								
79					1,327.34		1,327.34	FREIGHT -RYE TO LIB
Vendor Totals:	0.00	0.00	0.00	0.00	1,327.34	0.00	1,327.34	
INC. K H INC.								
SEED STOCK					3,957.99		3,957.99	STOCK BACK TO GRAIN
ADJUST						7.99-	7.99-	ADJUST FOR STOCK TR
Vendor Totals:	0.00	0.00	0.00	0.00	3,957.99	7.99-	3,950.00	
TERCL CLAYTON KJERSTEA								
3252				4,844.07			4,844.07	GRAIN - WHITE MILLE
3303		7,274.08					7,274.08	GRAIN - WHITE MILLE
Vendor Totals:	0.00	7,274.08	0.00	4,844.07	0.00	0.00	12,118.15	
ERET KJERSTAD FARM PA TNERSHIP								
2596					8,598.10		8,598.10	SAFFLOWER-GRAIN
2634					4,040.73		4,040.73	SAFFLOWER-GRAIN
2596						33.14-	33.14-	SUNFLOWER CHECKOFF
2634						14.26-	14.26-	SAFFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	12,638.83	47.40-	12,591.43	
OLGE GENE KNOLL								
3140					3,024.23		3,024.23	VOIDED NPS CK#3030
3157-1					2,272.73		2,272.73	VOIDED NPS CK#3063
3157-2					2,213.40		2,213.40	VOIDED NPS CK#3062
3157-3					2,234.60		2,234.60	VOIDED NPS CK#3061
3157-4					2,307.14		2,307.14	VOIDED NPS CK#3060
3#12054						7,344.00-	7,344.00-	PD BY C.MELCHERS
13060						2,307.14-	2,307.14-	CHECK ACTUALLY CLEA
13061						2,234.60-	2,234.60-	CHECK ACTUALLY CLEA
Vendor Totals:	0.00	0.00	0.00	0.00	12,052.10	11,885.74-	166.36	
LLM MIKE KNOLL JR.								
3033					11,685.33		11,685.33	GRAIN - BO SUNFLOWE
3033						71.99-	71.99-	SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	11,685.33	71.99-	11,613.34	
EFAR KSP FARMS INC.								
3098-1					1,786.38		1,786.38	VOIDED NPS CK#3025
3098-2					1,786.38		1,786.38	VOIDED NPS CK#3024

RUN DATE: 06/21/01
RUN TIME: 1:38 PM
PERIOD ENDING: 06/30/01

Wheetco, Inc.
Accounts Payable
Query Vendor for All Generations

VENDOR ID	NAME / ADDRESS	PHONES
KHINC.	K H INC.	
	ROSCOE	
	S.D.	
	57471	
	USR1 ( ) -	
	USR2 ( ) -	
	USR3 ( ) -	
	USR4 ( ) -	
	USR5 ( ) -	

AMOUNTS	CALENDAR	FISCAL
Current: YTD Purch:	3,950.00	0.00
YTD Payмt:	0.00	0.00
Next Yr: YTD Purch:	0.00	0.00
YTD Payмt:	0.00	0.00
Curr. Bal:	3,950.00	
Net Pending:	0.00	

LAST CHECK
No. : 2798
Amt.: 0.00
Date: 07/31/00

When initial stock transfer was done $100,000 was transfered out of Schurs & KH, Inc. Arnold then decided not to include KH Inc. So $3950 was put back on - the rest had been paid —

INVOICE NUMBER / DATE	AMOUNT DUE / DATE DUE	DISCOUNT AMOUNT / DATE	ACCOUNT - AMOUNT	ACCOUNT - AMOUNT	ACCOUNT - AMOUNT	DISC. TAKEN	PAY
REDO STOCK 09/13/00	3,957.99 10/13/00	0.00 / /	27011 3,957.99 0	0 0.00 0	0.00 0 0.00	No	NN
			A/P ACCOUNT 2 20202				
ADJUST 09/18/00	7.99- 09/18/00	0.00 09/18/00	40501 7.99- 0	0 0.00 0	0.00 0 0.00	No	NN
			A/P ACCOUNT 2 20202				

Query Vendor for All Generations

*** End of PERIOD ENDING: 06/30/01
***

ASSEMBLY SHEET

SW

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

8108 6/20

Name: WITTEN FEED & GRAIN

Grain Type: MILO Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
11156 6/01/00 58TW	84,040	29,320	54,720	0.00%	0.00	0	54,720.00	00.0465	$2,544.48
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	84,040	29,320	54,720		0.00	0	54,720.00		$2,544.48

TOTAL AMOUNT DUE $2,544.480

LESS: Deductions
Checkoff
Misc.

NET AMOUNT DUE $2,544.480

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT
SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	54,720.00 # / BU
Left to be Settled	-54720 # / BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco Date

ASSEMBLY SHEET

RECEIVED

NOV 2 8 2000

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

3096

WHEETCO
PO BOX 6 8
GROTON, SD
57445
605-397-8 11

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: WITTEN FEED & GRAIN

Grain Type: MILO Check Off (NO) Apply to Contract #

Scale or Test Date/Test Weight	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
11083 BARGE GSTW	86,180	29,300	56,880	0.00%	0.00	0	56,880.00	$0.0307	$1,746.4
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
Totals	86,180	29,300	56,880		0.00	0	56,880.00		$1,746.4

TOTAL AMOUNT DUE $1,746.41

LESS: Dock Loss
Check off
Misc.

NET AMOUNT DUE $1,746.41

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT
SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	56,880.00 # / BU
Left to be Settled	-56880 # / BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

* A/P ACCOUNT: ALL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
EPT 1998					100.00		100.00	HOUSE LEASE
EPT 99					100.00		100.00	HOUSE LEASE
EPTEMBER 2000					100.00		100.00	HOUSE LEASE
EX3722 -						262.88-	262.88-	EARRINGS-AM EXP AS
endor Totals:	100.00	100.00	100.00	100.00	2,627.00	262.88-	2,764.12	
EETS SHARON WHEETING								
MOCO 6/24/00					50.66		50.66	FUEL CHARGES TO AMO
NEX 4/00					73.38		73.38	CENEX CREDIT CARD F
NEX AMPRIDE 6/00					74.80		74.80	FUEL CHARGES TO CEN
NOCO					45.97		45.97	BUSINESS FUEL
EAT WESTERN - DEC 0					147.00		147.00	GREAT WESTERN PAYME
EAT WESTERN - SEPT					155.00		155.00	GREAT WESTERN PAYME
EAT WESTERN 1/01				144.00			144.00	GREAT WESTERN ON AT
EAT WESTERN 11/2000					2.00		2.00	AT&T UNV. FOR GR. W
EAT WESTERN 5/01					175.00		175.00	GREAT WESTERN MONTH
EAT WESTERN JUNE 20					164.00		164.00	AT&T PAYMENT FOR GW
NUARY RECEIPTS					29.03		29.03	OFFICE SUPPLIES, KI
WARDS RECEIPT					47.69		47.69	NEW FAUCET 6TH OFFI
BANK - JULY 01					161.00		161.00	US BANK- GREAT WEST
BANK 4/00					240.00		240.00	GREAT WESTERN PAYME
BANK - GREAT WESTER					300.00		300.00	GREAT WESTERN -
A STATEMENT					172.45		172.45	CONVEYOUR BELT FOR
MART 2/15 & 3/19					37.24		37.24	OFFICE SUPPLIES
MART 2/3/00					5.30		5.30	COPY PAPER
MART 3/7/00					16.09		16.09	OFFICE, KITCHEN SUP
MART 6/15/00					15.43		15.43	OFFICE & KITCHEN SU
LLS FARGO-APACHE-DA					203.60		203.60	CONVEYOR & DAKOTA A
ndor Totals:	0.00	0.00	0.00	144.00	2,115.64	0.00	2,259.64	
LDLS WILDLIFE SCIENCES								
986					65.45		65.45	SUET SPK/WITH FEEDE
ndor Totals:	0.00	0.00	0.00	0.00	65.45	0.00	65.45	
TEN WITTEN FEED & GRAIN CO.								
94					511.74		511.74	FREIGHT - MILO
3094					1,746.41		1,746.41	GRAIN - MILO ✓
3108					2,344.48		2,344.48	GRAIN - MILO ✓
ndor Totals:	0.00	0.00	0.00	0.00	4,302.63	0.00	4,302.63	
LFR FRED WOLKEN								
1824					751.20		751.20	SPECIALTY GRAIN/CR.

SA

WHEETCO
PO BOX 668
GROTON, SD
57445
397-8111

Pay to Per Std. Bu
60.00 Wheat
32.00 Oats
56.00 Rye
60.00 Soybeans
56.00 Corn

3238

11/30

Name: FARMER'S OIL COMPANY

Grain Type: BO SUNFLOWERS Check Off (NO) Apply to Contract # 12202

Scale or Ref # Date/Test Wgt	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
11636 10/31/00 2[illegible].5TW BL 1130	78,920	28,720	50,200	6.50%	3,263.00	0	46,937.00	$0.0535	$2,511.13
11637 11/01/00 2[illegible].5TW 1131	79,560	29,080	50,480	6.00%	3,028.80	0	47,451.20		$2,538.64
11638 11/01/00 2[illegible].5TW 1132	76,900	28,740	48,160	6.50%	3,130.40	0	45,029.60		$2,409.08
11649 11/06/00 2[illegible]TW 1134	77,160	28,680	48,480	7.50%	3,636.00	0	44,844.00		$2,399.15
11650 11/07/00 2[illegible].5TW 1135	72,620	28,380	44,240	5.00%	2,212.00	0	42,028.00		$2,248.50
11653 11/08/00 3[illegible]TW 1137	92,040	32,740	59,300	6.00%	3,558.00	0	55,742.00		$2,982.20
11654 11/08/00 3[illegible]TW 1136	79,480	29,820	49,660	6.00%	2,979.60	0	46,680.40		$2,497.40
11667 11/21/00 27.5TW 1141	76,280	30,220	46,060	4.00%	1,842.40	0	44,217.60		$2,365.64
11669 11/22/00 3[illegible]TW 1142	78,980	29,840	49,140	7.00%	3,439.80	0	45,700.20		$2,444.96
11671 11/22/00 30.5TW 1143	81,260	29,840	51,420	6.00%	3,085.20	0	48,334.80		$2,585.91
11672 11/27/00 3[illegible]TW 1144	78,480	29,040	49,440	6.00%	2,966.40	0	46,473.60		$2,486.34
	0	0	0	0.00%	0.00	0	0.00		$0.00
	871,680	325,100	546,580		33,141.60	0	513,438.40		$27,468.95

TOTAL AMOUNT DUE $27,468.954

LESS: Deductions
Checkoff
Misc.

NET AMOUNT DUE $27,468.954

PD. CK. NO. 2172 AMOUNT $9858.00

PD. CK. NO. 16632 AMOUNT $2248.50

16647 $5479.60

16747 $4810.60

due $5072.25

CONTRACT
SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	462285.84	# / BU
Total Settled Amount	513,438.40	# / BU
Left to be Settled	-51152.56	# / BU

SIGNATURE

Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

3Y

HEETCO
) BOX 668
TON, SD
57445
)5-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

me: M RON DIETERLE

ain Type: B) SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
366 8/10/00 19TW	58,700	27,680	31,020	8.00%	2,481.60	0	28,538.40	$0 0400	$1,141.54
PUP	21,620	6,380	15,240	8.00%	1,219.20	0	14,020.80		$560.83
374 8/11/00 19TW	57,260	27,820	29,440	9.00%	2,649.60	0	26,790.40		$1,071.62
PUP	21,940	6,400	15,540	9.00%	1,398.60	0	14,141.40		$565.66
402 8/16/00 18TW	55,960	27,640	28,320	10.00%	2,832.00	0	25,488.00		$1,019.52
PUP	20,160	6,380	13,780	10.00%	1,378.00	0	12,402.00		$496.08
421 8/22/00 18TW	47,740	27,700	20,040	10.00%	2,004.00	0	18,036 00		$721.44
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0 00%	0.00	0	0 00		$0 00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0 00		$0.00
tals	283,380	130,000	153,380		13,963.00	0	139,417.00		$5,576.68

TAL AMOUNT DUE $5,576.680

SS: Deductions
Checkoff SUNFLOWER CHECKOFF $41.83✓
Misc.

T AMOUNT DUE $5,534.855

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

NTRACT
TTLEMENTS
ntract#

Beginning Contract Amount (Lbs/Bu)	0	# / BU
otal Settled Amount	139,417.00	# / BU
eft to be Settled	-139417	# / BU

GNATURE _____

arry Wheeting, Owner of Wheetco, Date

WHEETCO
PO BOX 668
[illegible]ON, SD
57445
[illegible]-8111

RECEIVED

NOV 2 8 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
[illegible]	Soybeans
56.00	Corn

Name MYRON DIETERLE

Train Type [illegible] SUNFLOWER [illegible] (YES) [illegible]

Date Test Weight	Weight	Weight	Weight	Dock Percentage	Net Dockage	Moist Dr/Ins	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
				[illegible]	[illegible]				
				[illegible]	[illegible]				
				[illegible]	[illegible]				
				[illegible]	[illegible]				
				[illegible]	[illegible]				
				[illegible]	[illegible]				
				[illegible]	[illegible]				
				[illegible]	[illegible]				
				[illegible]	[illegible]				

[illegible]

[illegible]

[illegible]

3065 [illegible] $1664.00 VOIDED

3066 [illegible] $1664.00 VOIDED

[illegible]

A/P ACCOUNT: ALL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
dor Totals:	0.00	0.00	0.00	0.00	13,017.76	0.00	13,017.76	Seed
PLA DEN BESTEN SEED C , INC.								
9					1,780.60		1,780.60	NPS BALANCE ON ACCT
dor Totals:	0.00	0.00	0.00	0.00	1,780.60	0.00	1,780.60	
PTWE OFFICE OF WEIGHTS & MEAS.								
321 & 18322		120.00					120.00	INSPECTION FOR SCAL
dor Totals:	0.00	120.00	0.00	0.00	0.00	0.00	120.00	
MY MYRON DIETERLE								
3182					5,576.68		5,576.68	GRAIN - BO SUNFLOWE
3158-1					1,664.40		1,664.40	VOIDED NPS CK#3066
3158-2					1,664.40		1,664.40	VOIDED NPS CK#3065
3182						41.93-	41.93-	SUNFLOWER CHECKOFF
dor Totals:	0.00	0.00	0.00	0.00	8,905.48	41.93-	8,863.55	
RAI D.M.GRAIN								
2822					1,445.55		1,445.55	GRAIN - BO SUNFLOWE
2868					1,096.59		1,096.59	GRAIN - BO SUNFLOWE
2869					40,090.24		40,090.24	GRAIN - BO SUNFLOWE
2870					15,289.91		15,289.91	GRAIN - WHITE MILLE
2964					349.89		349.89	GRAIN - BO SUNFLOWE
2005					4,078.85		4,078.85	SEED - DON OATS
2005-1 (ADD ON)					126.15		126.15	SEED - OATS (DOCK E
2021					4,126.00		4,126.00	SEED - OATS
2048					2,114.28		2,114.28	SEED - RYE
2072					2,080.72		2,080.72	SEED - RYE
2984					2,010.33		2,010.33	MONROE DURUM WHEAT
O STOCK					30,000.00		30,000.00	STOCK BACK TO PAYAB
CK#2708						2,114.28-	2,114.28-	
#2972						2,080.72-	2,080.72-	PD FROM NPS ACCT.
dor Totals:	0.00	0.00	0.00	0.00	102,808.61	4,195.00-	98,613.61	
UAL DUENWALD BROS.								
3149					2,904.18		2,904.18	VOIDED NPS CK#3054
dor Totals:	0.00	0.00	0.00	0.00	2,904.18	0.00	2,904.18	
MJO JOEL DURHIEM								
10					6,305.12		6,305.12	PUT BACK ON ACCOUNT

37

ASSEMBLY SHEET

HEETCO
) BOX 668
:OTON, SD
57445
5-397-8111

RECEIVED
NOV 0 1 2000
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

me MILES BRETSCH

in Type STRAIGHT SUNFLOWERS Check Off (NO) Apply to Contract #

Scale or Ref # / Date/Test Weight	Gross	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb/Bu	Net Price	Total Due
0 5/7/99	70,740	29,380	41,360	6.00%	2,481.60	0	38,878.40	$0.1550	$6,026.15
2 5/7/99	69,860	28,860	41,100	6.00%	2,466.00	0	38,634.00		$5,988.27
2 5/7/99	68,360	28,020	40,340	6.00%	2,422.80	0	37,957.20		$5,883.37
2 5/8/99	68,320	28,020	40,300	6.00%	2,418.00	0	37,882.00		$5,871.71
2 5/8/99	69,880	28,520	40,360	6.00%	2,421.60	0	37,938.40		$5,880.45
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
3IS	278,760	115,580	163,200		9,792.00	0	153,408.00		$23,778.24

TAL AMOUNT DUE $23,778.240

SS Deductions
Checkoff
Misc.

T AMOUNT DUE $23,778.240

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO _____ AMOUNT _____

NTRACT
TTLEMENTS
ntract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	153,408.00 # / BU
Left to be Settled	-153,408 # / BU

GNATURE _____

Larry Wheeting, Owner of Wheetco, Date

GROSS
TARE

40,350

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

3512

DATE

NAME

ADDRESS

TRUCKER

LOAD OF

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

GROSS
TARE

40,360

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

3552

DATE 6/9/11

NAME

ADDRESS

TRUCKER

LOAD OF

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

GROSS

TARE

41,360

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

3400 DATE 5-7-99

NAME

ADDRESS

TRUCKER

LOAD OF

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

GROSS

TARE

41100

WHEETCO INC.

Box 668 • Groton, South Dakota 57445

9532 DATE

NAME

ADDRESS

TRUCKER

LOAD OF

MOIST

TEST WEIGHT

DOCKAGE

PRICE

WEIGHER

3AA

ASSEMBLY SHEET

RECEIVED

NOV 2 8 2000

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

WHEETCO
PO BOX 668
ROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: EQUINOX

Grain Type: WHITE MILLET Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb/Bu	Net Price	Total Due
11235 7/06/00 54TW	80.480	29.540	50.940	15.00%	7.641.00	0	43.299.00	[illegible]	$1,840.2
PUP Inv# 18459 ✓	27.580	9.760	17.820	15.00%	2.673.00	0	[illegible]	2453.96	$643
11260 7/12/00 54TW	80.720	28.820	51.900	13.00%	6.747.00	0	[illegible]	2670.33	$1,919
PUP Inv# 18463 ✓	30.080	9.760	20.320	13.00%	2.641.60	0	[illegible]		$751
11263 7/13/00 55TW	80.200	28.840	51.360	15.00%	7.704.00	0	[illegible]	2670.36	$1,855
PUP Inv# 18464 ✓	32.320	9.760	22.560	15.00%	3.384.00	0	[illegible]		$814
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0			$0
	0	0	0	0.00%	0.00	0			$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
	0	0	0	0.00%	0.00	0	0.00		$0
Totals	331.380	116.480	214.900		30.790.60	0	[illegible]		$7,824.6

TOTAL AMOUNT DUE $7,824.6

LESS Deductions
Checkoff
Misc

This is deducted ASAP from A/R —

NET AMOUNT DUE $7,824.6

A/R Deduct

PD CK NO 19919 AMOUNT $1917.20 R[illegible]

PD CK NO _____ AMOUNT _____

CONTRACT SETTLEMENTS
Contract#

Applied CB Inv [illegible]

Beginning Contract Amount (Lbs/Bu)	0	# / BU
Total Settled Amount	184,109.40	# / BU
Left to be Settled	-184109.4	# / BU

98

$5885

SIGNATURE _____

[illegible] Date

DATE: 04/26/01
TIME: 8:58 AM

Wheetco, Inc.
Accounts Payable
Aging Report

P ACCOUNT: ALL

/ENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
r Totals:	0.00	0.00	0.00	0.00	6,305.12	0.00	6,305.12	
48 ECOLAB					101.02		101.02	PEST CONTROL - MAY
837					101.02		101.02	MONTHLY PEST CONTRO
887					101.02		101.02	MONTHLY PEST CONTRO
736							101.02	PEST CONTROL
156			101.02				101.02	PEST CONTROL
888		101.02					101.02	PEST CONTROL
705	101.02							
r Totals:	101.02	101.02	101.02	0.00	303.06	0.00	606.12	
AE EDMOND EISENBRAUN							1,970.52	GRAIN - SAFFLOWER
195			1,970.52			4.93-	4.93	-SUNFLOWER CHECKOFF
195								
r Totals:	0.00	0.00	1,970.52	0.00	0.00	4.93-	1,965.59	
8-20-01 pmt Fred Eisenbraun resp								
F FRED EISLNBRAUN the rest of Edmond's (Fred's brother) to do							3,702.82	GRAIN - SAFFLOWER
195			3,702.82			9.26-	9.26	-SUNFLOWER CHECKOFF
195								
r Totals:	0.00	0.00	3,702.82	0.00	0.00	9.26-	3,693.56	
40 OWEN ELSEN					5,302.71		5,302.71	GRAIN - BO SUNFLOWE
62					3,929.02		3,929.02	GRAIN - STRIPE SUNF
163						21.94-	21.94	-SUNFLOWER CHECKOFF
162								
r Totals:	0.00	0.00	0.00	0.00	9,231.73	21.94-	9,209.79	
13 JUSTIN ENGELHART							2,269.38	GRAIN - BO SUNFLOWE
210	2,269.38						2,469.78	GRAIN- BO SUNFLOWER
214	2,469.78					11.76-	11.76	-SUNFLOWER CHECKOFF
214								
r Totals:	4,739.16	0.00	0.00	0.00	0.00	11.76-	4,727.40	✓ check - [illegible]
1478								
0 EQUINOX ENTERPRISES					5,907.45		5,907.45	GRAIN - WHITE MILLE
44							5,535.60	GRAIN - RED MILLET Pd
22	5,535.60					21.47-	21.47	-GRAIN- DOCKAGE CRED
r Totals:	5,535.60	0.00	0.00	0.00	5,907.45	21.47-	~~11,421.58~~ 5,885.98	
F ERIKSON FARMS					4,290.92		4,290.92	FREIGHT- WHITE MILL
103								



South Dakota
Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

Capitol Office
Telephone (605)773-3201
FAX (605)773-3809

Transportation/
Warehouse Division
Telephone (605)773-5280
FAX (605)773-3225

Consumer Hotline
1-800-332-1782

TTY Through
Relay South Dakota
1-800-877-1113

Internet Website
www.puc.state.sd.us/puc/

Jim Burg
Chairman
Pam Nelson
Vice-Chairman
Laska Schoenfelder
Commissioner

William Bullard Jr.
Executive Director

Harlan Best
Martin C. Bettmann
Sue Cichos
Karen E. Cremer
Michele M. Farris
Marlette Fischbach
Heather K. Forney
Shirleen Fugitt
Mary Giddings
Lewis Hammond
Leni Healy
Camron Hoseck
Lisa Hull
Dave Jacobson
Katie Johnson
Bob Knadle
Blaine Kolbo
Charlene Lund
Terry Norum
Gregory A. Rislov
Keith Senger
Rolayne Ailts Wiest

October 15, 2001

William Pfeiffer
Attorney At Law
P.O. Box 1585
14 SE 2nd Ave.
Aberdeen, South Dakota 57402-1585

Dear Mr. Pfeiffer:

Per our conversation this morning following is the list of producers that would fall under the jurisdiction of the Commission that currently have a grain payable and an accounts receivable with Wheetco. My recommendation to the Commission will be to offset the accounts receivable against the grain accounts payable if your office would be in agreement with this method.

1. Joe Cameron--grain accounts payable of $13,294.20 and an accounts receivable of $5,812.48.

2. D & M Grain--grain accounts payable of $98,613.61 and an accounts receivable of $1,245.60.

3. Owen Elsen--grain accounts payable of $9,209.79 and an accounts receivable of $1,138.50.

4. Holyoke Coop Association--grain accounts payable of $17,315.65 and an accounts receivable of $4,837.92.

5. Mike Knoll--grain accounts payable of $11,613.66 and an accounts receivable of $2,000.50.

6. Equinox Enterprises--grain accounts payable of $9,971.74 and an accounts receivable of $4,085.76.

At your earliest convenience, please advise if this method is acceptable to you. Thank you for your prompt attention to this matter.

Sincerely,

Bob Knadle

Bob Knadle Director of Transportation/Warehouse

William J. Pfeiffer
Attorney at Law
P.O. Box 1585
14 SE 2nd Avenue
Aberdeen, SD 57402-1585

Mary J. Brink
Legal Assistant/Office Manager

Telephone: (605) 229-1144
Fax: (605) 229-7984

October 15, 2001

South Dakota Public Utilities Commission
Attn: Bob Knadle
State Capitol Bldg.
500 E. Capitol Avenue
Pierre, SD 57501-5070

Re: Wheetco, Inc.
Case No. 00-10188

Dear Mr. Knadle:

I received your fax of October 15, 2001, regarding your recommendation to the Commission to offset the account receivable against the grain accounts payable. That will work just fine with my office and I have instructed the office manager, Mary Brink, to make that adjustment to our accounts receivables. Accordingly, my files and records will no longer show a credit balance with regard to the 6 receivables described in your letter. In short, the following persons and entities will now be shown in my office to have the following debit balances:

Joe Cameron:	$7481.72
D&M Grain:	$97,368.01
Owen Elsen:	$8,071.29
Holyoke Coop:	$12,477.73
Mike Knoll:	$9,613.16
Equinox Enterprise:	$5,885.98

Again, I apologize for being tardy in my communications with you, but I got caught up in that rare situation where I've been working on 6 large bankruptcies at the same time. However, with working nights and weekends lately I am finally beginning to get current so hopefully I will soon be in a better position to deal more rapidly with our interactions in this case.

Sincerely,

William J. Pfeiffer
Chapter 7 trustee

WJP/ss

3AB

1551

RECEIVED

NOV 0 8 2000

SOUTH DAKOTA PUBLIC

LAMBS

Check off: (YES)

Tare	Net	Dock	Moist	Net	Net	Gross	Other	Total
			0.00%	Lb.				
	55,340		0.00					5,332.0
			0.00					5,456.[illegible]
			0.00					4,894.[illegible]
			0.00					5,[illegible]
			0.00				0.00	0.00
			0.00					0.00
			0.00					0.00
			0.00					0.00
			0.00					0.00
			0.00					0.00
			0.00				0.00	0.00
			0.00				0.00	0.00
			0.00					21,134.[illegible]

[illegible] LOCKED AT 4%:

$ 21,134.680

SUBSCRIPTION [illegible] $ 61.86

$ 21,072.822

Balance $5500.00

14792 5500 - VOLDED

5522.82

620.82

Interest #7232

RUN DATE: 04/26/01
RUN TIME: 8:58 AM

Wheetco, Inc.
Accounts Payable
Aging Report

** A/P ACCOUNT: ALL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
Vendor Totals:	208.00	0.00	0.00	0.00	0.00	0.00	208.00	
BOLSAY GAYLOH GOLDEN					2,391.41		2,391.41	VOIDED NPS CK#3058
-33154-1					2,391.41		2,391.41	VOIDED NPS CK#3057
33154-2								
Vendor Totals:	0.00	0.00	0.00	0.00	4,782.82	0.00	4,782.82	
HORMEL B & L GORMAN					2,742.17		2,742.17	GRAIN - BO SUNFLOWE
S 3181					105.47		105.47	GRAIN - BO SUNFLWOE
-S 3181 ADD ON					3,207.36		3,207.36	GRAIN - BO SUNFLOWE
S 3189					123.36		123.36	GRAIN - BO SUNFLOWE
S 3189 - ADD ON					302.55		302.55	GRAIN - BO FLOWERS
S-3159 ADD ON					2,609.92		2,609.92	VOIDED NPS CK#3069
3215-1					2,609.92		2,609.92	VOIDED NPS CK#3068
33159-2					2,609.92		2,609.92	VOIDED NPS CK#3067
33159-3						12.66-	12.66-	SUNFLOWER CHECKOFF
S 3181						14.80-	14.80-	SUNFLOWER CHECKOFF
S 3189								
Vendor Totals:	0.00	0.00	0.00	0.00	14,310.67	27.46-	14,283.21	
HEATP GREAT PLAINS RESEARCH					4,880.00		4,880.00	HAY GRAZER, CIMARRO
37								
Vendor Totals:	0.00	0.00	0.00	0.00	4,880.00	0.00	4,880.00	
4881 HANSMEIER & SONS					3,911.56		3,911.56	SEED - HYTEST OATS
S 2052								
Vendor Totals:	0.00	0.00	0.00	0.00	3,911.56	0.00	3,911.56	
HILT HAMILTON FARM SUPPLY					47.47		47.47	PARTS FOR CONVEY-AL
2594								
Vendor Totals:	0.00	0.00	0.00	0.00	47.47	0.00	47.47	
HOOL CLEM HANCOCK					3,005.64		3,005.64	GRAIN - WHITE MILLE
S 3116					3,109.17		3,109.17	GRAIN -W MILLET & F
S 3126					76.50		76.50	GRAIN - WHITE MILLE
S 3234				34.00			34.00	GRAIN - WHITE MILLE
S 3243				4,632.30			4,632.30	GRAIN - WHITE MILLE
S 3244			4,323.80				4,323.80	GRAIN - WHITE MILLE
S 3284		8,392.00					8,392.00	GRAIN - WHITE MILLE
S 3302		4,075.20					4,075.20	GRAIN - WHITE MILLE
S 3307								

8,572.80
9,441.20
4,584.00

A/P ACCOUNT: ALL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
84680						4,680.00-	4,680.00-	PREPAY AS3244
ndor Totals:	0.00	12,467.20	4,322.80	4,666.30	6,191.31	4,680.00-	~~22,968.61~~ 28,727 01	
RIMP HARRY IMPLEMENT INC.								
24					2.27		2.27	FINANCE CHARGE
28/00 STATEMENT					2.22		2.22	FINANCE CHARGE
26 STATEMENT					2.36		2.36	FINANCE CHARGE
IL STATEMENT					2.31		2.31	FINANCE CHARGE
EMER 28TH STATEMEN					56.51		56.51	FREIGHT, FINANCE CH
6949			147.33				147.33	AUGER REPAIRS
UARY 24TH STATEMEN					4.64		4.64	FINANCE CHARGE
Y 27TH STATEMENT					26.19		26.19	CAP ASSY, FIN CHARG
E 26TH STATEMENT					2.41		2.41	FINANCE CHARGE
dor Totals:	0.00	0.00	147.33	0.00	98.91	0.00	246.24	
LIC HARRY & LOCKE ELECTRIC								
7					2,668.77		2,668.77	GRADERS INSTALLATIO
4					84.97		84.97	3P60 BREAKER
2					30.61		30.61	LABOR-MOTOR/GRAIN C
3					325.33		325.33	REPAIRS TO CONDUIT
6					311.43		311.43	REPAIRS
5					72.44		72.44	FINANCE CHARGE
2					69.24		69.24	REPAIRS TO LEG
UST 25TH STATMENT					1.99		1.99	FINANCE CHARGE
dor Totals:	0.00	0.00	0.00	0.00	3,564.77	0.00	3,564.77	
RGR HARROLD GRAIN								
3090					4,703.71		4,703.71	GRAIN - BO SUNFLOWE
73910						5,000.00-	5,000.00-	PREPAY SUNFLOWERS
dor Totals:	0.00	0.00	0.00	0.00	4,703.71	5,000.00-	296.29-	
DO DON HEARNEN								
1737					6,576.65		6,576.65	BLACK OIL - GRAIN
1928					3,998.78		3,998.78	GRAIN - BO SUNFLOWE
1985					3,415.94		3,415.94	GRAIN - BO SUNFLOWE
2092					8,974.78		8,974.78	GRAIN - BO SUNFLOWE
1737						43.17-	43.17-	SUNFLOWER CHECKOFF
1928						15.00-	15.00-	SUNFLOWER CHECKOFF
1985						16.95-	16.95-	SUNFLOWER CHECKOFF
2092						33.66-	33.66-	SUNFLOWER CHECKOFF
E						22,857.37-	22,857.37-	TRANSFER TO A NOTE

Clem Handcock

Assembly Unit	Scale Ticket	Pounds	Wheeler		Handcock
3114	21256	49680	3,005 64	.0605	3,055 32 .06
	21343	50970	3,109 12	.061	3,134 47 .06
3284	22311	50,020	4,251 70		4,251 70
	22312	50,260	4,272 10		4,272 10
3302	11879	55,340	4,980 60		4,980 60
	11882	49560	4,460 40		4,460 40
3307	1894	50,540	4,584 60		4,584 60
3234		balance	76 50		-0-
3243		balance	34 00		-0-
3244		balance	(47 70)		
			28,727 01		28,739 19
3294	corn		(4,411 46)		(4,411 46)
	storage		-0		1744 11
	freight		0-		779.20
			24,315 55		26,851 04
	plus storage and freight		2,523 31		
			26,838 86		

ASSEMBLY [illegible]

3/7 I

HEETCO
) BOX 668
>TON, SD
57445
5-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

me: CLEM HANDCOCK

in Type: WHITE MILLET Check Off (NO) Apply to Contract #

Scale or Ref # / Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
379 3/02/01 55.5TW	86,720	31,380	55,340	0.00%	0.00	0	55,340.00	$0.0800	$4,427.20
382 3/05/01 55.5TW	78,720	29,160	49,560	0.00%	0.00	0	49,560.00	.09 (1)	$3,964.80
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	165,440	60,540	104,900		0.00	0	104,900.00		$8,392.00

TAL AMOUNT DUE $8,392.000

(1) Call to Larry Wheeting 8-31-01

SS: Deductions
Checkoff
Misc.

T AMOUNT DUE ~~$8,392.000~~ 9,441.00

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

NTRACT
TTLEMENTS

Beginning Contract Amount (Lbs/Bu)	0	#/BU
Total Settled Amount	104,900.00	#/BU
Left to be Settled	-104900	#/BU

GNATURE _____

Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

1

3/21

IEETCO
BOX 668
ETON, SD
57445
-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

E: CLEM HANDCOCK

n Type: WHITE MILLET Check Off (NO) Apply to Contract #

Scale or Ref # / Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
14 3/08/01 55.5TW	80,040	29,100	50,940	0.00%	0.00	0	50,940.00	$0.0800	$4,075.20
	0	0	0	0.00%	0.00	0	0.00	.09 (1)	$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	80,040	29,100	50,940		0.00	0	50,940.00		$4,075.20

S $4,075.200

AL AMOUNT DUE

(1) Call to Larry Wheeting 8-31-01

Deductions
Checkoff
Misc.

~~$4,075.200~~

AMOUNT DUE 4,584.6

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

TRACT
TLEMENTS

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	50,940.00 #/BU
Left to be Settled	-50940 #/BU

ATURE _____

Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

SHEETCO
O BOX 668
)TON, SD
57445
-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3284

ame: CLEM HANDCOCK

rain Type: WHITE MILLET Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
#22311	79,210	29,190	50,020	0.00%	0.00	0	50,020.00	$0.0850	$4,251.70
#22312	79,510	29,250	50,260	0.00%	0.00	0	50,260.00		$4,272.10
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
ats	158,720	58,440	100,280		0.00	0	100,280.00		$8,523.80

TAL AMOUNT DUE $8,523.800

SS: Deductions
Checkoff
Misc.

T AMOUNT DUE $8,523.800

Clem Hock
2706.42 Bu of
Co-N @ 1.63/Bu.
We paid Jay Howard
$4200.00 for the Corn
and returned Clem's
Accounts Payable

NO. 2440 AMOUNT 4200.00 - Paid to Jay Howard

NO. _____ AMOUNT _____

0 #/BU
100,280.00 #/BU
-100280 #/BU

4323.80 due

_____
Date

MILLTEC
PO BOX 668
[illegible]
57445
605-397-8111

3234

Item: JOE HANSON

Grain Type: WHITE MILLET Check Off: [illegible] Appl to Contract #:

Scale or Ref # / Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Lb/Bu	Unit Price	Total Due
2822373 11:26:00	70,410	28,910	[illegible]	[illegible]	0.00	0	[illegible]	$4.3000	$[illegible]
	0	0	0	[illegible]	[illegible]	0	[illegible]		$[illegible]
	0	0	0	[illegible]	[illegible]	0	[illegible]		$[illegible]
	0	0	0	[illegible]	[illegible]	0	[illegible]		$[illegible]
	0	0	0	[illegible]	[illegible]	0	[illegible]		$[illegible]
	0	0	0	[illegible]	[illegible]	0	[illegible]		$[illegible]
	0	0	0	[illegible]	[illegible]	0	[illegible]		$[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.00
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		$[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		$[illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		$[illegible]
Total	70,410	28,910	[illegible]		[illegible]	0	[illegible]		$4,[illegible]

TAL AMOUNT DUE: $4,[illegible]

ESS Deductions
Drying
Misc

FT AMOUNT DUE: $4,[illegible]

PD CK NO 2145 AMOUNT 4250.00

PD CK NO _____ AMOUNT

CONTRACT
ETTLEMENTS
ONTRACT

Beginning Contract Amount (Lbs/Bu): [illegible] #/BU
Total Settled Amount: [illegible] #/BU
Left to be Settled: 440,100.00 #/BU

$.76 50

SIGNATURE

[illegible] Following Grather of Scheduled Date

Page [illegible]

[illegible]
O BOX 663
[illegible]GTON, SD
57HE
[illegible]05-347-8111

3243

[illegible]

[illegible] Type [illegible] Check Or [illegible]

[illegible] Board of Rd #	[illegible]	[illegible]	Net	Over	[illegible]	[illegible]	[illegible]	[illegible]	Total
[illegible] Load Test Weight	Weight	Weight	Weight	Percentage	[illegible]	[illegible]	[illegible]	[illegible]	Due
[illegible]21280	[illegible]	28 500	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$4 300 [illegible]
	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	50

ASSEMBLY SHEET

WHEETCO
PO BOX 668
OTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3116

Name: CLEM HANDCOCK

Grain Type: WHITE MILLET Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
BL#21256 6/26/00	78,750	29,070	49,680	0.00%	0.00	0	49,680.00	$0.0505	$2,508.84
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	78,750	29,070	49,680		0.00	0	49,680.00		$2,508.84

TOTAL AMOUNT DUE $2,508.840

LESS: Deductions
Checkoff
Misc. FREIGHT TO C&S IN FT. DODGE = 49680# @ $1.00/CWT $496.80

NET AMOUNT DUE $3,005.640

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	49,680.00 #/BU
Left to be Settled	-49680 #/BU

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

WHEETCO
PO BOX 668
OTON, SD
57445
505-397-8111

RECEIVED
NOV 2 8 2000
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

ASSEMBLY SHEET

Pounds Per Std Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: CLEM HANDCOCK

Grain Type: WHITE MILLET Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb /Bu	Net Price	Total Due
BL#21343 7/06/00	79,600	28,630	50,970	0.00%	0.00	0	50,970.00	$0.0510	$2,599.47
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	79,600	28,630	50,970		0.00	0	50,970.00		$2,599.47

TOTAL AMOUNT DUE $2,599.470

LESS Deductions
Checkoff
Misc FREIGHT TO C&S FT. DODGE, IA @ $1.00/CWT $509.70

NET AMOUNT DUE $3,109.170

PD CK NO _____ AMOUNT _____

PD CK NO _____ AMOUNT _____

CONTRACT
SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	50,970.00 #/BU
Left to be Settled	-50970 #/BU

SIGNATURE _____

Larry Wheeler, Owner of Wheetco Date

FROM :
WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

FAX NO. :

May. 15 2001 08:41PM P2

3244

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

ame: CLEM HANDCOCK

rain Type: WHITE MILLET Check Off (NO) Apply to Contract # 12103

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
#21573	79,820	28,350	51,470	0.00%	0.00	0	51,470.00	$0.0900	$4,632.30
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	79,820	28,350	51,470		0.00	0	51,470.00		$4,632.30

OTAL AMOUNT DUE $4,632.300

ESS: Deductions
Checkoff
Misc.

ET AMOUNT DUE $4,632.300

PD CK NO. 2209 AMOUNT $4680.00

WHEETCO, INC.
PH. 605-397-8111
P.O. BOX 668
GROTON, SD 57445

2209

78-626
914

DATE 12/18/00

PAY TO THE ORDER OF Clem Handcock $ 4680.00

four thousand six hundred eighty and no/100 DOLLARS

HEARTLAND STATE BANK
HIGHMORE OFFICE
P.O. BOX 279
HIGHMORE, SD 57345

FOR KSC load (Dill)

⑈002209⑈ ⑆091406260⑆ 207 977⑈ ⑈0000468000⑈

3AD

SUBSCRIPTION AGREEMENT

WHEREAS, Wheetco, Inc. desires to offer certain producers, suppliers and other individuals who have accounts owed to them by Wheetco, Inc., the right to subscribe to shares of common stock at the rate of $50.00 per share and to convert the accounts into shares of common stock.

I, Arnold Schurr, individually or as authorized representative of Schurrs ~~Farms~~, a subscriber hereby subscribe for 1921 shares of common stock of Wheetco, Inc. at the conversion price of $50.00 per share payable as follows:

1. The current account owed by Wheetco, Inc. to subscriber in the amount of $ 96,050.00 shall be treated as follows: $ 96,050.00 shall be converted into common voting stock, with the balance of $ zero (-0-) remaining fully payable.

2. This subscription contract is made with the understanding that the voting power of all stockholder meetings is lodged in the holders of common stock.

3. It is expressly agreed that no stock is to be issued to the subscriber until the amount of the subscription and the note given therefore, if any, is paid in full in cash or by conversion and any payment becoming due on the stock hereby subscribed for and any note given therefore if not paid within 30 days after notice that it is due shall at the option of the corporation cause the subscription and any note or notes given heretofore to become null and void, and all payments made on this subscription by subscriber shall become the property of the corporation absolutely as liquidated damages for the failure of the subscriber to carry out this contract.

4. Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder.

5. This subscription contract contains the entire contract between the subscriber and Wheetco, Inc. and no agent or representative of the corporation or any other person has any power to change or alter the terms of the subscription.

6. Subscriber acknowledges that this subscription agreement and the subscriber's interest in the corporation will be subject to the following restriction:

THE SHARES OF STOCK IN WHEETCO, INC. HAVE NOT, NOR WILL BE, REGISTERED OR QUALIFIED UNDER FEDERAL OR STATE SECURITIES LAWS. THE SHARES OF STOCK OF WHEETCO, INC. MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS SO REGISTERED OR QUALIFIED, OR UNLESS AN EXEMPTION FROM REGISTRATION OR QUALIFICATION EXISTS.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year hereinbefore written.

WHEETCO, INC., a corporation,

(CORPORATE SEAL)

By Larry G. Keeling
Its President

Subscriber

THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF SOUTH DAKOTA

RECEIVED
JUL 17 2000
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION OF WHEETCO, INC., FOR A GRAIN DEALER LICENSE AND SETTING THE AMOUNT OF APPLICANT'S BOND	GD00-001

HEARD BEFORE THE PUBLIC UTILITIES COMMISSION

PROCEEDINGS: July 7, 2000
10:00 A.M.
Room 412, Capitol Building
Pierre, South Dakota

PUC COMMISSION: Jim Burg, Chairman
Laska Schoenfelder, Commissioner
Pam Nelson, Commissioner

COMMISSION STAFF PRESENT: Rolayne Ailts Wiest
Karen Cremer
Gregory A. Rislov
Robert Knadle
William Bullard

A P P E A R A N C E S

For Wheetco: Mr. James C. Robbennolt
P.O. Box 66
Pierre, South Dakota, 57501

Reported by: Lori J. Grode, RMR/RPR

ORIGINAL

of this witness.

MS. WIEST: Ms. Cremer, do you have any questions?

MS. CREMER: Yes. Thank you.

CROSS-EXAMINATION

BY MS. CREMER:

Q. Morning, Mr. Wheeting.

A. Good morning.

Q. Just some questions I had from your direct testimony. You talk about stock that was issued between January and April, I believe, that changed your financial picture. Who was that stock sold to?

A. Mr. Schurr, Schurrs, Incorporated, was an investor, Sam Schauer and Jake Schauer.

MR. ROBBENNOLT: If I may, I have a stock register record that I didn't think was going to be necessary to put in as an exhibit. Do you want to do that now?

(EXHIBIT NO. 14 WAS MARKED FOR IDENTIFICATION.)

Q. On Exhibit 6, which is your accounts payable, if those people, any one of those people or more than one were to come forward today or next week and ask to be paid, could you pay them?

A. In today's condition it would be possibly

Exhibit- 14

WHEETCO, INC.
STOCK REGISTER
AT 5/31/00

STOCK OWNERSHIP AT 1/31/1999	NO. SHARES	% OWNERSHIP
LARRY WHEETING	11,967	42.73
SHARON WHEETING	10,301	36.80
ADVENTURE'S PLUS	3,332	11.90
BERBOS FARMS	900	3.21
DAYLE LUEDEKE	1,500	5.36
TOTALS	28,000	100.00

SHARES SOLD BETWEEN 1/31/99 AND 5/31/00	
D & M GRAIN	600
SCHURR'S	2,000
RAAP	600
SCHAUER'S	1,500
NORTHERN PRAIRIE SEED	808
	5,508
TOTALS	33,508

MAY 31, 2000 STOCK OWNERSHIP		
LARRY WHEETING	11,967	35.71%
SHARON WHEETING	10,301	30.74%
ADVENTURE'S PLUS	3,332	9.94%
BERBOS FARMS	900	2.69%
DAYLE LUEDEKE	1,500	4.48%
D & M GRAIN	600	1.79%
SCHURR'S	2,000	5.97%
RAAP	600	1.79%
SCHAUER'S	1,500	4.48%
NORTHERN PRAIRIE SEED	808	2.41%
	33,508	100.00%

** A/P ACCOUNT: ALL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
Vendor Totals:	0.00	0.00	0.00	0.00	15,312.08	65.63-	15,246.45	
RONWEI RONAYNE AND REIN								
JUNE 13, 2000					212.00		212.00	PROMISSORY NOTES
Vendor Totals:	0.00	0.00	0.00	0.00	212.00	0.00	212.00	
SAMUAL SAMELSON'S LAST CHANCE								
252					560.00		560.00	HAULED KNIGHT'S MIL
Vendor Totals:	0.00	0.00	0.00	0.00	560.00	0.00	560.00	
SUNMA MARK SAUNDERS								
33120-1					2,262.54		2,262.54	VOIDED NPS CK#3040
33120-2					2,262.53		2,262.53	VOIDED NPS CK#3039
033040						2,262.54-	2,262.54-	CHECK ACTUALLY CLEA
Vendor Totals:	0.00	0.00	0.00	0.00	4,525.07	2,262.54-	2,262.53	
SHAJA JAKE SCHAUER								
000 STOCK					29,751.42		29,751.42	STOCK BACK TO GRAIN
TOCK A						29,750.00-	29,750.00-	PAYABLE TO STOCK
Vendor Totals:	0.00	0.00	0.00	0.00	29,751.42	29,750.00-	1.42	
SHALL LLOYD SCHAUNA AN								
3077					154.29		154.29	GRAIN - STRIPE SUNF
Vendor Totals:	0.00	0.00	0.00	0.00	154.29	0.00	154.29	
SHAUI JIM SCHAUER								
3019					9,371.77		9,371.77	GRAIN - BO SUNFLOWE
3019						40.16-	40.16-	SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	9,371.77	40.16-	9,331.61	
SHAUS SAM SCHAUER								
3017					2,301.35		2,301.35	GRAIN - BO SUNFLOWE
3250				16.15			16.15	GRAIN - BO SUNFLOWE
000 STOCK					45,248.58		45,248.58	STOCK BACK TO GRAIN
3250						27.14-	27.14-	SUNFLOWER CHECKOFF
TOCK A						45,250.00-	45,250.00-	PAYABLE TO STOCK
Vendor Totals:	0.00	0.00	0.00	16.15	47,549.93	45,277.14-	2,488.94	
SHAR SCHURR FARMS								
3N					[illegible]		[illegible]	ADJUST FOR STOCK TO

[illegible] A/P ACCOUNT: AL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
EDO STOCK					96,042.01		96,042.01	STOCK BACK TO GRAIN
TOCK 2						96,050.00-	96,050.00-	PAYABLE TO STOCK [illegible]
endor Totals:	0.00	0.00	0.00	0.00	96,050.00	96,050.00-	0.00	
CHGAR GARY SCHAUER								
S 3249				113.13			113.13	GRAIN - BO SUNFLOWE
R 3249						41.00-	41.00-	SUNFLOWER CHECKOFF
endor Totals:	0.00	0.00	0.00	113.13	0.00	41.00-	72.13	
CHLEL ELROY SCHLIN ER								
S 3312	4,744.24						4,744.24	GRAIN - BO SUNFLOWE
S 3316	5,003.72						5,003.72	GRAIN - BO SUNFLOWE
R 3312						22.96-	22.96-	SUNFLOWER CHECKOFF
R 3316						24.21-	24.21-	SUNFLOWER CHECKOFF
endor Totals:	9,747.96	0.00	0.00	0.00	0.00	47.17-	9,700.79	
CHNJO JOHN SCHNEIDER								
S3146					2,821.46		2,821.46	VOIDED NPS CK#3048
S3148					2,821.47		2,821.47	VOIDED NPS CK#3049
PS3048						2,821.47-	2,821.47-	CHECK ACTUALLY CLEA
PS3049						2,821.46-	2,821.46-	CHECK ACTUALLY CLEA
endor Totals:	0.00	0.00	0.00	0.00	5,642.93	5,642.93-	0.00	
CHSHE SHERWIN SCHWAB								
S 3121					3,577.66		3,577.66	GRAIN - BO SUNFLOWE
R 3121						13.85-	13.85-	SUNFLOWER CHECKOFF
endor Totals:	0.00	0.00	0.00	0.00	3,577.66	13.85-	3,563.81	
COMDE SCOTT MOELLER CO.								
0703					46.63		46.63	12x12 HAND TESTING
0873					322.38		322.38	GRAIN TROUGH
2940	167.38						167.38	MOTOR/GEAR DRIVE GR
endor Totals:	167.38	0.00	0.00	0.00	369.01	0.00	536.39	
DSTA SO DAK SEED TRADE ASSOC								
EBRUARY 2001			100.00				100.00	ANNUAL MEMBERSHIP
endor Totals:	0.00	0.00	100.00	0.00	0.00	0.00	100.00	
ELLIV SELLAND LIVESTOCK, INC.								
093					1,332.42		1,332.42	FREIGHT - RYE TO LI

** A/P ACCOUNT: [illegible] 20202

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
SCHALL LLOYD SCHALNAMAN								
AB 3077		154.29					154.29	GRAIN - STRIPE SUNF
Vendor Totals:	0.00	154.29	0.00	0.00	0.00	0.00	154.29	
SCHAEC SCOTT SCHAEER								
AB 3008					9,407.87		9,407.87	GRAIN - BO SUNFLOWE
CR 3008						40.90-	40.90-	SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	9,407.87	40.90-	9,366.97	
SCHAUJ JIM SCHAUE								
AB 3019					9,371.77		9,371.77	GRAIN - BO SUNFLOWE
CR 3019						40.16-	40.16-	SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	9,371.77	40.16-	9,331.61	
SCHAUS SAM SCHAUE - stockholder								
AB 2991					3,922.42		3,922.42	GRAIN - BO SUNFLOWE
AB 3010					17,544.28		17,544.28	GRAIN - BO SUNFLOWE
AB 3011					16,653.96		16,653.96	GRAIN - BO SUNFLOWE
AB 3017					9,841.83		9,841.83	GRAIN - BO SUNFLOWE
CR 2991						17.50-	17.50-	SUNFLOWER CHECKOFF
CR 3010						78.15-	78.15-	SUNFLOWER CHECKOFF
CR 3011						74.12-	74.12-	SUNFLOWER CHECKOFF
CR 3017						42.79-	42.79-	SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	47,962.49	212.56-	47,749.93	
SCHFAR SCHURR FARMS - Stockholder								
AB 3037					15,173.55		15,173.55	GRAIN - BO SUNFLOWE
AB 3038					29,642.36		29,642.36	GRAIN - BO SUNFLOWE
AB 3044					1,901.76		1,901.76	GRAIN - BO SUNFLOWE
AB 3085	42,960.40						42,960.40	GRAIN - STRIPE SUNF
AB 3086	6,597.21						6,597.21	GRAIN - BO SUNFLOWE
CR 3037						66.60-	66.60-	SUNFLOWER CHECKOFF
CR 3038						130.25-	130.25-	SUNFLOWER CHECKOFF
CR 3044						8.15-	8.15-	SUNFLOWER CHECKOFF
CR 3086						28.27-	28.27-	SUNFLOWER CHECKOFF
Vendor Totals:	49,557.61	0.00	0.00	0.00	46,717.67	233.27-	96,042.01	
SCHBAR BARY SCHAUER								
AB 3008					6,285.55		6,285.55	GRAIN - BO SUNFLOWE
CR 3008						40.90-	40.90-	SUNFLOWER CHECKOFF

Wheetco, Inc.

Schurrs

				Check Off	
/25/99 to 10/30/99	94,245.80#		✓ $6,597.21	28.27	
14/00 to 2/10/00	387,627.50		27,133.93		
/00 to 2/14/00	216,461.70	42,286.25	15,152.32		
2/00 to 2/25/00	221,984.80		✓ 15,173.55	66.60	
/00 to 2/21/00	434,177.80		✓ 29,642.36	130.25	
/01/00	27,168.00		✓ 1,901.76	8.15	
	1,381,665.60#		$95,601.11	233.27	95,367.84

transferred to assembly sheet number 3085 in the amount of $42,960.40

DJR, Inc filed under KH, Inc. / Diane Schurrs

/02/99	44,514.00#	$3,115.98
2/99 to 10/23/99	102,551.60	7,178.61
	147,065.60#	$10,294.59
	Less checks received	- 6,292.48
		$4,002.11

RECEIVED
AUG 22 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

[illegible]

STRIPES FOR SHADING ONLY

3085 5/31 Ma

WHEETG[illegible]
PO BOX [illegible]
ROTON, SD
[illegible]7445
605-397-[illegible]

Prices Per Bkt. Bu.
[illegible] Wheat
32.00 Oats
[illegible] Rye
[illegible] Soybeans
[illegible] Corn

Name: SCHUSTER [illegible]

Grain Type: STRIPE SUNFLOWERS Check Off (YES) (NO) Apply to Contract #

Scale or Tool # Date/Tool Wgt	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb/Bu	Net Price	Total Due
1/14/00 (WST LOAD1)	71,[illegible]	29,700	41,[illegible]	0.00%	0.00	0	41,[illegible]	$0.1[illegible]	$5,[illegible]
2/[illegible]/00 (WST LOAD2)	70,[illegible]	29,[illegible]	41,040	0.00%	0.00	0	41,040.00		$5,745.[illegible]
2/[illegible]/00 (WST LOAD3)	73,[illegible]	29,[illegible]	45,[illegible]	0.00%	0.00	0	45,[illegible]		$6,[illegible]
2/[illegible]/00 (WST LOAD4)	[illegible]	26,[illegible]	39,[illegible]	0.00%	0.00	0	39,[illegible]		$5,[illegible]
2/[illegible]/00 (WST LOAD5)	71,420	27,780	43,640	0.00%	0.00	0	43,640.00		$6,109.[illegible]
2/[illegible]/00 (WST LOAD6)	[illegible]	26,[illegible]	40,220	0.00%	0.00	0	40,220.00		$5,[illegible]
2/[illegible]/00 (WST LOAD7)	70,720	27,800	42,220	0.00%	0.00	0	42,220.00		$6,[illegible]
2/[illegible]/00 (WST LOAD8)	39,[illegible]	27,440	12,120	0.00%	0.00	0	12,[illegible]		$1,[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.[illegible]
	0	0	0	0.00%	0.00	0	0.00		$0.0
Totals	634,080	227,220	306,860		0.00	0	306,[illegible]		$42,[illegible]

42,960.40

TOTAL AMOUNT DUE $42,[illegible]

LESS: Deductions
Check #
Misc.

Checkoff -181.23
No checkoff for stripe flowers per Wheeting 10-2-01

NET AMOUNT DUE $42,[illegible]

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT
SETTLEMENT #
Contract#

Beginning Contract Amount (Lbs/Bu)	0 $/BU
Total Settled Amount	306,[illegible] $/BU
Left to be Settled	-[illegible] $/BU

SIGNATURE _____
Larry Wheeting, Owner of Wheeting, Date

ASSEMBLY SHEET

WHEETCO
PO BOX 663
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: SCHURR'S

Grain Type: SO SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Weight	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
1/14/00 26TW	71,200	29,700	41,500	7.50%	3,112.50	0	38,387.50	$0.0700	$2,687.
1/15/00 26TW	71,390	29,760	41,630	7.00%	2,914.10	0	38,715.90		$2,710.
2/3/00 26TW	70,280	29,220	41,040	7.50%	3,078.00	0	37,962.00		$2,657.
2/3/00 26TW	70,510	29,460	41,050	7.00%	2,873.50	0	38,176.50		$2,672.
2/4/00 27TW	73,260	28,100	45,160	6.00%	2,709.60	0	42,450.40		$2,971.
2/4/00 26TW	73,430	28,270	45,160	7.00%	3,161.20	0	41,998.80		$2,939.
2/8/00 26TW	68,880	28,820	39,880	10.00%	3,988.00	0	35,874.00		$2,511.
2/8/00 27TW	68,820	28,770	40,050	10.00%	4,005.00	0	36,045.00		$2,523.
2/10/00 26TW	71,420	27,780	43,640	11.00%	4,800.40	0	38,839.60		$2,718.
2/10/00 27TW	71,700	27,680	44,020	11.00%	4,842.20	0	39,177.80		$2,742.
	0	0	0	0.00%	0.00	0	0.00		$0.
	0	0	0	0.00%	0.00	0	0.00		$0.
Totals	710,870	287,560	423,110		35,482.50	0	387,627.50		$27,133.

TOTAL AMOUNT DUE Transferred To 3085 $27,133.9

LESS: Deductions

Checkoff SUNFLOWER CHECKOFF $116.

Misc.

NET AMOUNT DUE $27,017.6

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract#

Beginning Contract Amount (Lbs/Bu)	0	# / BU
Total Settled Amount	387,627.50	# / BU
Left to be Settled	-387627.5	# / BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

WHEETCO
PO BOX 6[illegible]B
GROTON, SD
57445
605-397-8[illegible]11

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: SCHURR'S

Grain Type: BO SUNFLOWERS Check Off (YES) Apply to Contract #

Scale or Ref # Date/Test Weight	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
2/11/00 26TW	68,980	28,880	40,320	8.00%	3,225.60	0	37,094.40	$0.0700	$2,596.
2/11/00 28TW	68,860	28,500	40,360	8.00%	3,228.80	0	37,131.20		$2,599.
2/12/00 26TW	70,720	27,500	43,220	9.00%	3,889.80	0	39,330.20		$2,753.
2/12/00 28TW	70,600	27,470	43,130	7.00%	3,019.10	0	40,110.90		$2,807.
2/14/00 27TW	51,760	27,440	24,340	9.00%	2,190.60	0	22,149.40		$1,550.
2/14/00 27TW	71,780	27,600	44,180	8.00%	3,534.40	0	40,645.60		$2,845.
	0	0	0	0.00%	0.00	0	0.00		$0.
	0	0	0	0.00%	0.00	0	0.00		$0.
	0	0	0	0.00%	0.00	0	0.00		$0.
	0	0	0	0.00%	0.00	0	0.00		$0.
	0	0	0	0.00%	0.00	0	0.00		$0.
	0	0	0	0.00%	0.00	0	0.00		$0.
Totals	402,720	167,170	235,550		19,088.30	0	216,461.70		$15,152.

TOTAL AMOUNT DUE $15,152.3

Transferred to 3085

LESS: Deduction
Check
Misc.

SUNFLOWER CHECKOFF $64.

NET AMOUNT DUE $15,087.3

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENT
Contract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	216,461.70 #/BU
Left to be Settled	-216461.7 #/BU

SIGNATURE _____

Larry Wheeling, Owner of Wheelco, Date

A/P ACCOUNT= 20202

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
SCHALL LLOYD SCHAUMAN								
AS 3077		154.29					154.29	GRAIN - STRIPE SUNF
Vendor Totals:	0.00	154.29	0.00	0.00	0.00	0.00	154.29	
SCHASE SCOTT SCHAUER								
AS 3008					9,407.37		9,407.37	GRAIN - 80 SUNFLOWE
CR 3008						40.90-	40.90	-SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	9,407.37	40.90-	9,366.47	
SCHAUF JIM SCHAUER								
AS 3019					9,371.77		9,371.77	GRAIN - 80 SUNFLOWE
CR 3019						40.16-	40.16	-SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	9,371.77	40.16-	9,331.61	
SCHAUS SAM SCHAUER — Stockholder								
AS 2991					3,922.42		3,922.42	GRAIN - 80 SUNFLOWE
AS 3010					17,544.28		17,544.28	GRAIN - 80 SUNFLOWE
AS 3011					16,653.96		16,653.96	GRAIN - 80 SUNFLOWE
AS 3017					9,841.83		9,841.83	GRAIN - 80 SUNFLOWE
CR 2991						17.50-	17.50	-SUNFLOWER CHECKOFF
CR 3010						78.15-	78.15	-SUNFLOWER CHECKOFF
CR 3011						74.12-	74.12	-SUNFLOWER CHECKOFF
CR 3017						42.79-	42.79	-SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	47,962.49	212.56-	47,749.93	
SCHFAR SCHURR FARMS — Stockholder								
AS 3037 2-22-00 to 2-25-00					15,173.88		15,173.88	GRAIN - 80 SUNFLOWE
AS 3038 2-18-00 to 2-21-00					29,642.36		29,642.36	GRAIN - 80 SUNFLOWE
AS 3044 3-01-00					1,901.76		1,901.76	GRAIN - 80 SUNFLOWE
AS 3085	42,960.40						42,960.40	GRAIN - STRIPE SUNF
AS 3086 10-25-99 to 5,597.21 10-30-99							5,597.21	GRAIN - 80 SUNFLOWE
CR 3037						56.80-	56.80	-SUNFLOWER CHECKOFF
CR 3038						130.25-	130.25	-SUNFLOWER CHECKOFF
CR 3044						8.15-	8.15	-SUNFLOWER CHECKOFF
CR 3086						28.27-	28.27	-SUNFLOWER CHECKOFF
Vendor Totals:	49,557.61	0.00	0.00	0.00	46,717.87	223.27-	96,052.21	
SCHGAR GARY SCHAUER								
AS 3008					6,235.55		6,235.55	GRAIN - 80 SUNFLOWE
CR 3008						40.90-	40.90	-SUNFLOWER CHECKOFF

RUN DATE: 09/21/00
RUN TIME: 9:50 AM

WHEETCO, INC.
Accounts Payable
Aging Report

** A/P ACCOUNT: 2 20202

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
CR 3034						56.89-	56.89-	SUNFLOWER CHECKOFF
CR 3043						8.74-	8.74-	SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	15,312.08	65.63-	15,246.45	
SAUNMA MARK SAUNDERS								
AS3120-1	2,262.54						2,262.54	VOIDED NPS CK#3040
AS3120-2	2,262.53						2,262.53	VOIDED NPS CK#3039
Vendor Totals:	4,525.07	0.00	0.00	0.00	0.00	0.00	4,525.07	
SCHAJA JAKE SCHAUER								
REDO STOCK	29,751.42						29,751.42	STOCK BACK TO GRAIN
STOCK 4						29,750.00-	29,750.00-	PAYABLE TO STOCK
Vendor Totals:	29,751.42	0.00	0.00	0.00	0.00	29,750.00-	1.42	
SCHALL LLOYD SCHAUNAMAN								
AS 3077					154.29		154.29	GRAIN - STRIPE SUNF
Vendor Totals:	0.00	0.00	0.00	0.00	154.29	0.00	154.29	
SCHAUJ JIM SCHAUER								
AS 3019					9,371.77		9,371.77	GRAIN - BO SUNFLOWE
CR 3019						40.16-	40.16-	SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	9,371.77	40.16-	9,331.61	
SCHAUS SAM SCHAUER								
AS 3017					2,501.35		2,501.35	GRAIN - BO SUNFLOWE
REDO STOCK	45,248.58						45,248.58	STOCK BACK TO GRAIN
STOCK 4						45,250.00-	45,250.00-	PAYABLE TO STOCK
Vendor Totals:	45,248.58	0.00	0.00	0.00	2,501.35	45,250.00-	2,499.93	
SCHFAR SCHURR FARMS								
ADD ON	7.99						7.99	ADJUST FOR STOCK TR
REDO STOCK	96,042.01						96,042.01	STOCK BACK TO GRAIN
STOCK 2						96,050.00-	96,050.00-	PAYABLE TO STOCK
Vendor Totals:	96,050.00	0.00	0.00	0.00	0.00	96,050.00-	0.00	
SCHNJO JOHN SCHNEIDER								
AS3146	2,821.46						2,821.46	VOIDED NPS CK#3048
AS3148	2,821.47						2,821.47	VOIDED NPS CK#3049

RECEIVED

NOV 2 8 2000

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

3AE

PROMISSORY NOTE

Wheeteo, INC. of Groton, South Dakota hereinafter referred to as the "Borrower".

Lender: Roger Rix - Rix Farms

Mailing Address: 12960 406th Ave. Groton, SD 57445

For value received, Borrower promises to pay the Lender the amount of 60,846.03 at the rate of 8% per year for a period of 7 years, from the date this note was signed until the date it is paid in full (*Wheeteo will receive annual payments, reducing the total amount of interest to be repaid).*

Wheeteo agrees that this note shall be paid in installments, which include principal and interest of not less than $_____.00 per month, due on the _____ day of each month, until such time as the principal and interest are paid in full.

(We will get you an amortization when all the notes are sig

If any installment payment due under this note is not received by the Lender within 30 days of its due date, the entire amount of the unpaid principal shall become immediately due and payable at the option of the Lender with written notice to Wheeteo, Inc.

(*The term Lender refers to any person who legally holds this note, including a buyer in due course.*)

Larry L Reeter
Wheeteo, Inc. Representative

10/6/00
Date

WHEETEO INC.
300 East Railroad Ave.
PO Box 668
Groton, SD 57445
Brown County
South Dakota
(605) 397-8111

Rix Farms Roger Rix
Lender's Representative

11-6-00
Date

x A/P ACCOUNT: ALL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
TOCK-3						13,971.15-	13,971.15-	TO STOCK
endor Totals:	0.00	0.00	0.00	0.00	71,823.10	71,756.21-	66.89	
AAJER JERRY RAAP								
S 1763					11,346.62		11,346.62	SF-GRAIN
S 1838					4,345.67		4,345.67	SF-GRAIN
S 1854					6,543.25		6,543.25	SF-GRAIN
OTE						22,235.54-	22,235.54-	TRANSFER TO A NOTE
endor Totals:	0.00	0.00	0.00	0.00	22,235.54	22,235.54-	0.00	
DZFAR RDZ FARMS--ZABE								
S3147-1					3,069.16		3,069.16	VOIDED NPS CK#3052
S3147-2					3,069.15		3,069.15	VOIDED NPS CK#3051
endor Totals:	0.00	0.00	0.00	0.00	6,138.31	0.00	6,138.31	
IXFAR RIX FARMS								
S 2979					402.00		402.00	GRAIN - WHEAT
S 3078					14,261.25	certified	14,261.25	BROKERAGE - OXEN WH
S 3080					20,976.55	certified	20,976.55	BROKERAGE - RUSS WH
S 3084					14,095.71		14,095.71	GRAIN - STRIPE SUNF
S3079				13,053.53	11,227.43	certified	~~11,227.43~~	BROKERAGE-RUSS WHEA
S2979						2.41-	2.41-	WHEAT CHECKOFF
S3078						33.99-	33.99-	WHEAT CHECKOFF
S3079						30.86-	30.86-	WHEAT CHECKOFF
S3080						49.75-	49.75-	WHEAT CHECKOFF
OTE				signed 10-6-00 $60,846.03		14,497.71-	14,497.71-	TRANSFER TO A NOTE
OTE 2						46,348.32-	46,348.32-	TRANSFER TO A NOTE
endor Totals:	0.00	0.00	0.00	0.00	60,962.34	60,962.34-	~~0.00~~ $1,826.10	
EEJI OLINGER, LOVAL , REIMERS								
ECEMBER 2000				1,000.00			1,000.00	LEGAL EXPENSES
EBRUARY 2001		1,000.00					1,000.00	LEGAL FEES EXPENSED
ARCH 2001	1,000.00						1,000.00	LEGAL EXPENSE
OVEMBER 13TH STATEME					1,000.00		1,000.00	NOV. LEGAL EXPENSE
endor Totals:	1,000.00	1,000.00	0.00	1,000.00	1,000.00	0.00	4,000.00	
OEBCL CLARK ROEBER								
S 3034					13,273.19		13,273.19	GRAIN - BO SUNFLOWE
S 3043					2,038.89		2,038.89	GRAIN - BO SUNFLOWE
S 3034						56.99-	56.99-	SUNFLOWER CHECKOFF
S 3043						8.74-	8.74-	SUNFLOWER CHECKOFF

* A/P ACCOUNT: AL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
TOCK-3						13,971.15-	13,971.15-	TO STOCK
endor Totals:	0.00	0.00	0.00	0.00	71,822.10	71,756.21-	66.89	
AAJER JERRY RAAP								
3 1763					11,246.62		11,246.62	SF-GRAIN
3 1838					4,345.67		4,345.67	SF-GRAIN
3 1854					6,543.25		6,543.25	SF-GRAIN
OTE						22,235.54-	22,235.54-	TRANSFER TO A NOTE
endor Totals:	0.00	0.00	0.00	0.00	22,235.54	22,235.54-	0.00	
DIFAR RDZ FARMS--LABEL								
33147-1					3,069.16		3,069.16	VOIDED NPS CK#3052
33147-2					2,069.15		2,069.15	VOIDED NPS CK#3051
endor Totals:	0.00	0.00	0.00	0.00	5,138.31	0.00	5,138.31	
IXFAR RIX FARMS								
3 2979					402.00		402.00	GRAIN - WHEAT
3 3078					14,261.25		14,261.25	BROKERAGE - OXEN WH
3 3080					20,376.55		20,376.55	BROKERAGE - RUSS WH
3 3084					14,095.71		14,095.71	GRAIN - STRIPE SUNF
13079					11,227.43		11,227.43	BROKERAGE-RUSS WHEA
32979						2.41-	2.41-	WHEAT CHECKOFF
33078						33.39-	33.39-	WHEAT CHECKOFF
33079						30.86-	30.86-	WHEAT CHECKOFF
32080						49.75-	49.75-	WHEAT CHECKOFF
OTE						14,497.71-	14,497.71-	TRANSFER TO A NOTE
OTE 2						46,248.32-	46,248.32-	TRANSFER TO A NOTE
endor Totals:	0.00	0.00	0.00	0.00	60,362.94	60,362.94-	0.00	
EBBI OLINGER, LO ALD, REIMERS								
ECEMBER 2000				1,000.00			1,000.00	LEGAL EXPENSES
EBRUARY 2001		1,000.00					1,000.00	LEGAL FEES EXPENSED
ARCH 2001	1,000.00						1,000.00	LEGAL EXPENSE
OVEMBER 13TH STAT ME					1,000.00		1,000.00	NOV. LEGAL EXPENSE
endor Totals:	1,000.00	1,000.00	0.00	1,000.00	1,000.00	0.00	4,000.00	
EBCL CLARK ROEBE								
3 3034					13,273.19		13,273.19	GRAIN - BO SUNFLOWE
3 3043					2,038.89		2,038.89	GRAIN - BO SUNFLOWE
3034						56.39-	56.39-	SUNFLOWER CHECKOFF
3043						8.74-	8.74-	SUNFLOWER CHECKOFF

BROKERAGE ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3079 4/30

Name: RIX FARMS

Grain Type: CERTIFIED INGOT Check Off (YES) (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb/Bu	Net Price	Total Due
10935 3/24 DAK G	69,860	32,680	37,180	0.00%	0.00	0	619.67	$4.1500	$2,571.6
10940 3/31 SCHI IKEL	17,340	11,280	6,060	0.00%	0.00	0	101.00	$4.2500	$429.2
10941 3/31 SOM KE	17,740	10,160	7,580	0.00%	0.00	0	126.33	$4.2500	$536.9
10948 4/01 WAS HNOI	46,000	18,340	27,660	0.00%	0.00	0	461.00	$4.2500	$1,959.2
10970 4/05 LOCI EN	72,820	46,780	26,040	0.00%	0.00	0	434.00	$4.2500	$1,844.9
10791 4/06 PIGC RS	29,620	12,420	17,200	0.00%	0.00	0	286.67	$4.2500	$1,218.3
10989 4/08 HAR RY F/	24,480	9,460	15,020	0.00%	0.00	0	250.33	$4.2500	$1,063.9
10996 4/08 WAS HNOI	41,000	22,800	18,200	0.00%	0.00	0	303.33	$4.2500	$1,289.1
11009 4/11 ZOE LNE	23,740	11,600	12,140	0.00%	0.00	0	202.33	$4.2500	$859.9
11013 4/12 PIGC RS	11,680	9,840	1,840	0.00%	0.00	0	30.67	$4.2500	$130.3
11019 4/13 WAS HNOI	25,580	18,480	7,100	0.00%	0.00	0	118.33	$4.2500	$502.9
11021 4/13 MAI AN	24,840	15,700	9,140	0.00%	0.00	0	152.33	$4.2500	$647.-
Totals	404,700	219,540	185,160		0.00	0	3,086.00		$13,053.5

TOTAL AMOUNT DUE $13,053.5

LESS: Deductions
Checkoff WHEAT CHECKOFF $30.
Misc.

NET AMOUNT DUE $13,022.67

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0	# / BU
Total Settled Amount	3,086.00	# / BU
Left to be Settled	-3086	# / BU

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

BROKERAGE ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-811[illegible]

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3080

Name: RIX FARMS

Grain Type: CERTIFIED RUSS Check Off (YES) (NO) Apply to Contract #

Scale or Ref # Date/Test Wgt	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10912 3/27 DAKOTA A	76,700	27,940	48,760	0.00%	0.00	0	812.67	$4.1500	$3,372.5
10917 3/27 DUNI ER	70,720	25,840	44,880	0.00%	0.00	0	748.00	$4.2500	$3,179.0
10928 3/29 DAKOTA A	78,740	27,180	51,560	0.00%	0.00	0	859.33	$4.1500	$3,566.2
10950 4/3 LOCKI N	50,120	26,520	23,600	0.00%	0.00	0	393.33	$4.2500	$1,671.6
10944 4/1 MERKEL	26,160	11,320	14,840	0.00%	0.00	0	247.33	$4.2500	$1,051.1
10959 4/4 LOCKI N	64,260	37,880	26,380	0.00%	0.00	0	439.67	$4.2500	$1,868.5
10954 4/5 STEVI NSO	27,020	8,440	18,580	0.00%	0.00	0	309.67	$4.2500	$1,316.0
10961 4/4 TOWN SENI	31,660	18,180	13,480	0.00%	0.00	0	224.67	$4.2500	$954.8
10972 4/6 BROW MAN	27,140	9,700	17,440	0.00%	0.00	0	290.67	$4.2500	$1,235.3
10935 4/7 WOLT ER	12,240	8,900	3,340	0.00%	0.00	0	55.67	$4.2500	$236.5
10996 4/8 KROL	23,880	8,840	15,040	0.00%	0.00	0	250.67	$4.2500	$1,065.3
11008 4/11 GRE ENE	22,500	10,720	11,780	0.00%	0.00	0	196.33	$4.2500	$834.4
11016 4/12 BAH R	19,500	10,680	8,820	0.00%	0.00	0	147.00	$4.2500	$624.7
Totals	530,640	232,140	298,500		0.00	0	4,975.00		$20,976.5

TOTAL AMOUNT DUE $20,976.55

LESS: Deductions
Checkoff WHEAT CHECKOFF $49.7
Misc.

NET AMOUNT DUE $20,926.80

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

C/C

CONTRACT
SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	4,975.00 # / BU
Left to be Settled	-4975 # / BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-811

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3078

Name: RIX FARMS

Grain Type: CERTIFIED OXEN Check Off (YES) Apply to Contract #

Scale or Ref # / Date/Test Weight	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10921 3/28/00	45,820	15,740	30,080	0.00%	0.00	0	501.33	$0.0000	$0.0
10925 3/29/00	46,320	16,120	30,200	0.00%	0.00	0	503.33		$0.0
10925 3/29/00	47,680	15,860	31,820	0.00%	0.00	0	530.33		$0.0
10927 3/29/00	45,940	15,640	30,300	0.00%	0.00	0	505.00		$0.0
10929 3/29/00	44,620	15,600	29,020	0.00%	0.00	0	483.67		$0.0
10932 3/30/00	45,340	15,720	29,620	0.00%	0.00	0	493.67		$0.0
10936 3/31/00	46,700	15,800	30,900	0.00%	0.00	0	515.00		$0.0
11085 5/02/00	(23,740)	(15,160)	(8,580)	0.00%	0.00	0	(143.00)		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
Totals	298,680	95,320	203,360		0.00	0	3,389.33		$0.0

TOTAL AMOUNT DUE (DAKOTA AG) 1434.00 BU @ $4.15 = $5,951.10
1955.33 BU @ $4.25= $8,310.15 $14,261.25

LESS: Deductions
Checkoff WHEAT CHECKOFF $33.8
Misc.

NET AMOUNT DUE $14,227.35

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	3,389.33 # / BU
Left to be Settled	-3389.33333 # / BU

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

WHEETCO, INC.
300 East Railroad Ave.
Groton, SD 57445
FROM THE DESK OF KRIS CUTLER

October 30, 2000

RE: Enclosed Amortization Schedules

To: All Current Note Holders:

I am sending out amortization schedules, which I promised when all our notes were originally signed. Listed will be the interest rate, number of months payments will be made, the total note amount and the monthly payment amount.

You will notice that as of this point in time, an exact commencement date on the note payments is not listed. Until confirmation and completion of the loan application is done, no certain date can be listed. However, be assured that everything is being processed and I will let you know as soon as I hear any updates on a time frame.

Sincerely,

Kris Cutler

Kris Cutler, Accountant
Wheetco, Inc.

ASSEMBLING SHEET

2503

RECEIVED
NOV 28 2000
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

WHEETCO
PO BOX 668
GROTON, SD
57445
397-8111

Pounds Per Std. Bu.

60.00 Wheat
32.00 Oats
56.00 Rye
60.00 Soybeans
56.00 Corn

Name: GARY TIEGS

Grain Type: WHITE MILLET Check off: (YES) ( ) Apply to Contract #

Ticket or Refr. No./DATE	Gross Weight	Tare Weight	Net Weight	Dock 7.00%	Moist 0.00%	Net Lb./Bu	Net Price	Gross Dollar	Other Deduct	Total Due
8520 11/2/98 [illegible]TW	82,180	31,000	51,180	3,582.60	0.00	47,597.40	~~0.05150~~	2,451.27	0.00	~~2,451.27~~
8521 11/2/98 [illegible]TW	85,480	29,280	56,200	4,496.00	0.00	51,704.00	.09	2,662.76	0.00	~~2,662.76~~
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
TOTALS	167,660.00	60,280.00	107,380.00	8,078.60	0.00	99,301.40		5,114.03	0.00	~~5,114.03~~ 8,937.13

SCALE TICKET #8521 DOCKED AT 8%;

TOTAL AMOUNT DUE ~~5,114.03~~ 8,937.13

10-4-01
Larry Wheeting said that the price should be 9¢

LESS: Deductions
Check off
Misc.

NET AMOUNT DUE ~~5,114.03~~ 8,937.13

PD. CK. NO._____ AMOUNT_____

PD. CK. NO._____ AMOUNT_____

CONTRACT SETTLEMENTS

Contract #

Beginning Contract Amount (in lbs. or Bu.)	0.00 #/Bu.
Total Settled Amount	99,301.40 #/Bu.
Left to be Settled	-99,301.40 #/Bu.

SIGNATURE _____
Larry Wheeting Owner of Wheetco, Date

Page

3AG

6/30 Jerv

'HEETCO
O BOX 668
)TON, SD
57445
)5-397-8111

RECEIVED
NOV 28 2000
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

ASSEMBLY SHEET
Page 1

Pounds Per Std. Bu	
50.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

ime: ERIKSON FARMS

ain Type: WHITE MILLET Check Off (NO) Apply to Contract #

Scale or Ref # / Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
217 6/30/00 56TW	78,700	26,980	51,720	10.00%	5,172.00	0	46,548.00	$0.0410	$1,908.47
224 6/30/00 56TW	80,860	28,420	52,440	11.00%	5,768.40	0	46,671.60		$1,913.54
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
'ats	159,560	55,400	104,160		10,940.40	0	93,219.60		$3,822.00

)TAL AMOUNT DUE $3,822.00

SS: Deductions
Checkoff
Misc. FREIGHT TO WHEETCO. GROTON SD PAID - $1,145.76

$4,967.76

:T AMOUNT DUE

PD CK NO _____ AMOUNT _____

PD. CK. NO. 7498 AMOUNT 568.92 } Freight
PD. CK. NO. 7499 AMOUNT 576.84 }

)NTRACT
TTLEMENTS
ntract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	93,219.60 #/BU
Left to be Settled	-93219.6 #/BU

5358.94

:GNATURE _____
Larry Wheeting, Owner of Wheetco Date

ASSEMBLY SHEET

Page 1

6/30

3125

WHEETCO
O BOX 668
OTON, SD
57445
05-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

ame: ERIKSON FARMS

rain Type: WHITE MILLET Check Off (NO) Apply to Contract #

Scale or Ref # / Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
217 6/30/00 56TW	78,700	26,980	51,720	10.00%	5,172.00	0	46,548.00	$0.0410	$1,908.47
1224 6/30/00 56TW	80,860	28,420	52,440	11.00%	5,768.40	0	46,671.60		$1,913.54
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
tals	159,560	55,400	104,160		10,940.40	0	93,219.60		$3,822.00

OTAL AMOUNT DUE $3,822.004

ESS: Deductions
Checkoff
Misc. FREIGHT TO WHEETCO, GROTON, SD PAID - $1,145.76

IET AMOUNT DUE $4,967.764

PD. CK. NO. 7498 AMOUNT 568.92 loaded.

PD. CK. NO 7499 AMOUNT 576.84 } Freight

ONTRACT
ETTLEMENTS
ontract#

Beginning Contract Amount (Lbs/Bu)	0	# / BU
Total Settled Amount	93,219.60	# / BU
Left to be Settled	-93219 6	# / BU

Tail 330.00 = 53.66
H320.00

IGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

= A/P ACCOUNT: ALL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
endor Totals:	0.00	0.00	0.00	0.00	6,305.12	0.00	6,305.12	
OLAB ECOLAB								
831937					101.02		101.02	PEST CONTROL - MAY
899687					101.02		101.02	MONTHLY PEST CONTRO
967786					101.02		101.02	MONTHLY PEST CONTRO
074156			101.02				101.02	PEST CONTROL
040888		101.02					101.02	PEST CONTROL
608705	101.02						101.02	PEST CONTROL
endor Totals:	101.02	101.02	101.02	0.00	303.06	0.00	606.12	
EENE EDMOND EISENBRAUN								
3295			1,970.52				1,970.52	GRAIN - SAFFLOWER
3295						4.93-	4.93-	SUNFLOWER CHECKOFF
endor Totals:	0.00	0.00	1,970.52	0.00	0.00	4.93-	1,965.59	
EENE FRED EISENBRAU								
3295			3,702.82				3,702.82	GRAIN - SAFFLOWER
3295						9.26-	9.26-	SUNFLOWER CHECKOFF
ndor Totals:	0.00	0.00	3,702.82	0.00	0.00	9.26-	3,693.56	
SONO OWEN ELSEN								
3062					5,302.71		5,302.71	GRAIN - BO SUNFLOWE
3063					3,929.02		3,929.02	GRAIN - STRIPE SUNF
3062						21.94-	21.94-	SUNFLOWER CHECKOFF
ndor Totals:	0.00	0.00	0.00	0.00	9,231.73	21.94-	9,209.79	
GELJ JUSTIN ENGELHART								
3310	2,269.38						2,269.38	GRAIN - BO SUNFLOWE
3314	2,469.78						2,469.78	GRAIN- BO SUNFLOWER
3314						11.76-	11.76-	SUNFLOWER CHECKOFF
ndor Totals:	4,739.16	0.00	0.00	0.00	0.00	11.76-	4,727.40	
JINO EQUINOX ENTERPRISES								
3144					5,907.45		5,907.45	GRAIN - WHITE MILLE
3313	5,535.60						5,535.60	GRAIN - RED MILLET
00						21.47-	21.47-	GRAIN- DOCKAGE CRED
ndor Totals:	5,535.60	0.00	0.00	0.00	5,907.45	21.47-	11,421.58	
IKSF ERIKSON FARMS								
3125					4,390.32		4,390.32	FREIGHT- WHITE MILL

8-20-01 pmt Fred Eisenbraun corp
they paid for Edmond's portion of the
2 LD their portion
Chick 2nd
$4760.98
1685
Pd

** A/P ACCOUNT: ALL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
REQ #04003					353.62		353.62	MISC - WINTER WHEAT
Vendor Totals:	0.00	0.00	0.00	0.00	4,744.54	0.00	4,744.54	
TAHOPU FARM & HOME PUBLISHERS								
AUGUST 22 STATEMENT					1.00		1.00	FINANCE CHARGE
F263246					30.45		30.45	ADVERTISING - CO OP
JULY 23RD STATEMENT					1.00		1.00	FINANCE CHARGE
Vendor Totals:	0.00	0.00	0.00	0.00	32.45	0.00	32.45	
TARMEL FARMERS ELEV.- ENSINGTON								
2998					75.00		75.00	DETENTION
Vendor Totals:	0.00	0.00	0.00	0.00	75.00	0.00	75.00	
TARMOI FARMER'S OIL COMPANY								
CS 3238					5,072.25		5,072.25	GRAIN - BO SUNFLOWE
Vendor Totals:	0.00	0.00	0.00	0.00	5,072.25	0.00	5,072.25	
TARMPW FARM POWER								
0368					707.18		707.18	GRADERS INSTALLATIO
2504					14.36		14.36	FINANCE CHARGE
3651					14.57		14.57	FINANCE CHARGE
5844					15.01		15.01	FINANCE CHARGE
AUGUST 22ND STATEMENT					15.47		15.47	FINANCE CHARGE
JULY 20TH STATEMENT					15.24		15.24	FINANCE CHARGE
MAY 24TH STATEMENT					14.79		14.79	FINANCE CHARGE
Vendor Totals:	0.00	0.00	0.00	0.00	796.62	0.00	796.62	
TAULST JIM FAULSTICH								
CS 3293			10,610.43				10,610.43	GRAIN - STRIPE SUNF
CS 3306		5,732.84					5,732.84	GRAIN - STRIPE SUNF
Vendor Totals:	0.00	5,732.84	10,610.43	0.00	0.00	0.00	16,343.27	
TULLFA FULLERTON FARMERS ELEVATO								
CS 3216					2,632.86		2,632.86	SEED - RYE
Vendor Totals:	0.00	0.00	0.00	0.00	2,632.86	0.00	2,632.86	
TEOSAN T & G SANITATION								
3115	109.20						109.20	GARBAGE COLLECTION
3116	98.80						98.80	GARBAGE COLLECTION

3AH

D & M Grain - proof of claim	$ 110,426.2[illegible]
multiplication error on millet	(1,698.28
service charges	(669.25)
	$ 108,058.72
accounts receivable	(1,245.60)
	$ 106,813.12
Staff recommendation	97,438.22
Difference	$ 9,374.90

Millet 10-1-99 to 10-20-99

Assembly Sheet	Pounds	Price	Amount
2879	339,775.80	4.5¢	15,289.91
Revised price per Larry Wheeting		7.5¢ (1)	$ 25,483.19

Dean Minnerath - proof of claim

Pounds	Price	Amount
339,775.80	9¢	$ 30,579.82

Wheeties	$ 25,483.19
Minnerath	30,579.82
Difference	$ 5,096.63

(1) Per phone call to Larry Wheeting on October 4, 2001 - Larry said that Dean Minnerath and he agreed to a price of 7.5¢ in July 2000. They thought that would be a fair price

ASSEMBLY SHEET

2879

WHEETCO
PO BOX 668
)TON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: DM GRAIN

Grain Type: WHITE MILLET Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10083 10/01/99 52T V	77,300	28,980	48,320	8.00%	3,865.60	0	44,454.40	$0.0450	$2,000.45
PUP	24,420	9,560	14,860	8.00%	1,188.80	0	13,671.20		$615.20
10180 10/11/99 52T V	81,060	29,560	51,500	14.00%	7,210.00	0	44,290.00		$1,993.05
PUP	38,680	9,800	28,880	14.00%	4,043.20	0	24,836.80		$1,117.66
10208 10/13/99 52T V	80,220	30,000	50,220	12.00%	6,026.40	0	44,193.60		$1,988.71
PUP	40,200	9,820	30,380	12.00%	3,645.60	0	26,734.40		$1,203.05
10215 10/13/99 53T V	83,560	29,660	53,900	9.00%	4,851.00	0	49,049.00		$2,207.21
PUP	37,720	9,880	27,840	9.00%	2,505.60	0	25,334.40		$1,140.05
10277 10/20/99 52T V	80,440	29,080	51,360	10.00%	5,136.00	0	46,224.00		$2,080.08
PUP	32,880	9,560	23,320	10.00%	2,332.00	0	20,988.00		$944.46
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	576,480	195,900	380,580		40,804.20	0	339,775.80		$15,289.91

TOTAL AMOUNT DUE $15,289.91

LESS: Deductions

Checkoff

Misc.

NET AMOUNT DUE $15,289.91

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	339,775.80 # / BU
Left to be Settled	-339775.8 # / BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

Oats 1-25-00 to 2-11-00

Assembly Sheet	Bushels	Amount
3005	2,628.13	$ 4,205.00
3021	2,578.75	4,126.00
	5,206.88	$ 8,331.00

Dean Minnecath - proof of claim

Amount for grain	$ 8,199.60	8,199.60
service charge	478.00	
	$ 8,677.60	

Difference $ 131.40

ASSEMBLY SHEET

3005

WHEETCO
PO BOX 668
GROTON, SD
574-5
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: DM GRAIN

Grain Type: OATS Check Off (NO) Apply to Contract #

Scale or Ref # / Date/Test Wgt	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10702 1/25/00 40T N	80,680	29,280	51,400	0.00%	0.00	0	1,606.25	$1.6000	$2,570.00
PUP	42,660	9,960	32,700	0.00%	0.00	0	1,021.88		$1,635.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	123,340	39,240	84,100		0.00	0	2,628.13		$4,205.00

TOTAL AMOUNT DUE $4,205.000

LESS: Deductions
Checkoff
Misc.

NET AMOUNT DUE $4,205.000

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENT:
Contracts#

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	2,628.13 # / BU
Left to be Settled	-2628.125 # / BU

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-347-8111

RECEIVED
NOV 28 2000
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3021 Pd 2/24 PKD Y

Name: ... GRAIN

Grain Type: OATS Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb/Bu	Net Price	Total Due
10767 2/11/00	80,880	29,360	51,500	0.00%	0.00	0	1,609.38	$1.6000	$2,575.0
PUP	41,080	10,060	31,020	0.00%	0.00	0	969.38		$1,551.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
Totals	121,940	39,420	82,520		0.00	0	2,578.75		$4,126.0

TOTAL AMOUNT DU $4,126.00

LESS: Deductions
Checkoff
Misc.

NET AMOUNT DUE $4,126.00

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS
Contracts

Beginning Contract Amount (Lbs/Bu)	0 # / BU
Total Settled Amount	2,578.75 # / BU
Left to be Settled	-2578.75 # / BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

Sunflowers

8-30-99 TO 11-16-99

Assembly Sheet	Pounds	Amount	
2800	310,604.20	$ 24,848.34	
2823	189,983.00	15,198.64	
2868	138,707.40	11,096.59	
2869	501,128.00	40,090.24	
2964	66,873.60	5,349.89	
	1,207,296.20	$ 96,583.70	$ 96,583.70

Check Numbers			
7653	28719	$ (4,995.00)	
7654	28768	(4,995.00)	
7655	28702	(4,995.00)	
7656	28723	(4,995.00)	
7657	28773	(4,995.00)	
7658	28800	(4,995.00)	
7652	28687	(5,000.00)	
		$ (34,970.00)	(34,970.00)

Balance per Whitter $ 61,613.70

Dean Minnerath - proof of claim

Total	96,583.70	
Less payments	28,805.00	
	67,778.70	67,778.70

Difference $ 6,165.00

I

ASSEMBLING SHEET

2800

Pounds Per Std. Bu.

60.00 Wheat
32.00 Oats
56.00 Rye
60.00 Soybeans
56.00 Corn

SHEETCO
PO BOX 668
GROTON, SD
57445
397-8111

Name: BB GRAIN

Grain Type: BO SUNFLOWERS Check off: (YES) Apply to Contract #

Ticket or Refr. No./DATE	Gross Weight	Tare Weight	Net Weight	Dock 6.00%	Moist 0.00%	Net Lb./Bu	Net Price	Gross Dollar	Other Deduct	Total Due
9772 8/03/99 32TW	118,680	39,800	78,880	4,732.80	0.00	74,147.20	0.08000	5,931.78	0.00	5,931.78
9778 8/03/99 31.5TW	90,340	31,720	58,620	2,931.00	0.00	55,689.00		4,455.12	0.00	4,455.12
9890 8/28/99 33TW	88,480	32,500	55,980	2,239.20	0.00	53,740.80		4,299.26	0.00	4,299.26
9895 8/30/99 30TW	81,540	28,320	53,220	2,128.80	0.00	51,091.20		4,087.30	0.00	4,087.30
9901 8/31/99 33TW	81,180	29,920	51,260	2,050.40	0.00	49,209.60		3,936.77	0.00	3,936.77
PUP	37,720	9,880	27,840	1,113.60	0.00	26,726.40		2,138.11	0.00	2,138.11
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
TOTALS	497,940.00	172,140.00	325,800.00	15,195.80	0.00	310,604.20		24,848.34	0.00	24,848.34

SCALE TICKET #9778 DOCKED AT 51; #9895, #9890, #9901 AT 41.

TOTAL AMOUNT DUE $ 24,848.336

LESS: Deductions
Checkoff $ (
Misc. $ (

Pd. CK#7663 VOIDED
CK#7664 - VOIDED
CK#7665 - VOIDED
CK#7666 - VOIDED
CK#7667 - VOIDED

NET AMOUNT DUE $ 24,848.336

PD. CK. NO._____ AMOUNT_____
PD. CK. NO._____ AMOUNT_____

CONTRACT SETTLEMENTS

Contract #

Beginning Contract Amount (in Lbs. or Bu.)	0.00 #/Bu.
Total Settled Amount	310,604.20 #/Bu.
Left to be Settled	-310,604.20 #/Bu.

SIGNATURE _____

ASSEMBLING SHEET

2823

WHEETCO
PO BOX 662
GROTON, SD
57445
397-8111

Pounds Per Std. Bu.

60.00 Wheat
32.00 Oats
56.00 Rye
60.00 Soybeans
56.00 Corn

Name: DM GRAIN

Grain Type: 60 SUNFLOWERS Check off: (YES) (NO) Apply to Contract #

Ticket or Pefr. No./DATE	Gross Weight	Tare Weight	Net Weight	Dock 3.00%	Moist 0.00%	Net Lb./Bu	Net Price	Gross Dollar	Other Deduct	Total Due
9904 9/01/99 341-	100,800	32,040	68,760	2,062.80	0.00	66,697.20	0.08000	5,335.78	0.00	5,335.78
9940 9/13/99 337-	80,280	28,420	51,860	1,555.80	0.00	50,304.20		4,024.34	0.00	4,024.34
10076 9/30/99 3[illegible]	79,840	29,420	50,420	3,025.20	0.00	47,394.80		3,791.58	0.00	3,791.58
10077 9/30/99 3[illegible]	37,060	9,840	27,220	1,633.20	0.00	25,586.80		2,046.94	0.00	2,046.94
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
	0	0	0	0.00	0.00	0.00		0.00	0.00	0.00
TOTALS	297,980.00	99,720.00	198,260.00	8,277.00	0.00	189,983.00		15,198.64	0.00	15,198.64

SCALE TICKET #9940 DOCKED AT 4%, #10076 DOCKED AT 6%, #10077 DOCKED AT 6%

TOTAL AMOUNT DUE $ 15,198.640

LESS: Deduction $ (
Checkoff $ (
Misc.

NET AMOUNT DUE $ 15,198.640

Pd. CK#7668-VOIDED
CK#7669-VOIDED
CK#7670-VOIDED PD. CK. NO._____ AMOUNT_____
CK#7671-VOIDED PD. CK. NO._____ AMOUNT_____

CONTRACT SETTLEMENTS

Contract #

Beginning Contract Amount (in Lbs. or Bu.)	0.00 #/Bu.
Total Settled Amount	189,983.00 #/Bu.
Left to be Settled	-189,983.00 #/Bu.

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

2868

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: D I GRAIN

Grain Type: B SUNFLOWERS Check Off (NO) Apply to Contract #

Scale or Ref # / Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10278 10/20/99 28TW	81,680	37,320	44,360	6.00%	2,661.60	0	41,698.40	$0.0800	$3,335.87
PUP	38,800	9,800	29,000	6.00%	1,740.00	0	27,260.00		$2,180.80
10361 10/25/99 29.6TW	77,100	29,480	47,620	5.00%	2,381.00	0	45,239.00	$0.0800	$3,619.12
PUP	35,620	9,820	25,800	5.00%	1,290.00	0	24,510.00		$1,960.80
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	233,200	86,420	146,780		8,072.60	0	138,707.40		$11,096.59

TOTAL AMOUNT DUE $11,096.59

LESS: Deductions
Checkoff
Misc.

Pd. CK # 7653 - $5000.00 pd Cashiers Check 28719
CK # 7654 - $6096.59 pd Cashiers Check 28768

NET AMOUNT DUE $11,096.59

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

Fed Due $11096.59

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0	#/BU
Total Settled Amount	138,707.40	#/BU
Left to be Settled	-138707.4	#/BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

FROM : FAX NO. : May. 28 2001 03:52PM P4

PURCHASER'S RECEIPT - RETAIN FOR YOUR RECORDS

28719

FIRST STATE BANK
P.O. BOX 80
WARNER, SOUTH DAKOTA 57479-0080

78-635/914

REMITTER
Wheetco CK #7653 (2/18)
less $5 collection fee

March 21, 2000

NOT NEGOTIABLE

D&M Grain

PURCHASER'S RECEIPT - RETAIN FOR YOUR RECORDS

28768

FIRST STATE BANK
P.O. BOX 80
WARNER, SOUTH DAKOTA 57479-0080

78-635/914

REMITTER
Wheetco CK #7654 (2/25)
less $5 collection fee

April 6, 2000

NOT NEGOTIABLE

4995.00

PAYABLE TO D & M Grain

4995 00

MEMORANDUM

FOR

CASHIER'S CHECK

3-7-00 mailed

WHEETCO, INC.
PO BOX 688 PH: 605-397-8111
GROTON, SD 57445-0688

Pd 3/21/2000
CC# 28719

7653

78-635/914

RETURN ITEM
NONSUFFICIENT FUNDS
STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

DATE 2/18/00

PAY TO THE ORDER OF D+M Grain $5000 00

five thousand & no/100 DOLLARS

FIRST STATE BANK
PO BOX 80
WARNER, SOUTH DAKOTA 57479-0080

FOR SF

⑈007653⑈ ⑆091 16354⑆ 26 1 00339 3⑈ ⑈0000500000⑈

FIRST ITEM RI
0910-00 3-0
Ref 0
JDC 30909-23

WHEETCO, INC.
PO BOX 688 PH: 605-397-8111
GROTON, SD 57445-0688

3-10 mail

Pd 4/6 CC# 28768

7654

78-635/914

RETURN ITEM
NONSUFFICIENT FUNDS
STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE

DATE 2/25/00

PAY TO THE ORDER OF D+M Grain $5000 00

five thousand & no/100 DOLLARS

FIRST STATE BANK
PO BOX 80
WARNER, SOUTH DAKOTA 57479-0080

FOR SF

⑈007654⑈ ⑆ 11 35 2611 00339 3⑈ ⑈0000500000⑈

ASSEMBLY SHEET

2838

WHEETCO
PO BOX
GROTON
574-5
605-397-

PRICE CHECK

00.00	Wheat
32.00	Oats
5.00	Rye
60.00	Soybeans
55.00	Corn

Name: GRAIN

Grain Type: SOYBEANS Check Off I.D. Apply to Contract #

Scale or Ref # / Date Test Wgt	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10278 10/20/98	81,680	37,320	44,360	6.00%	2,661.60	0	41,698.40	$0.0800	$3,335.87
PUP	35,500	9,500	25,900	6.00%	1,740.00	0	27,260.00		$2,181.80
10361 10/26/98	77,100	29,460	47,639	5.00%	2,391.00	0	45,239.00	$0.0800	$3,619.12
PUP	35,620	9,620	26,000	5.00%	1,280.00	0	24,610.00		$1,360.80
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	235,100	86,420	148,799		8,072.60	0	138,707.40		$11,096.59

$11,096.59

TOTAL AMOUNT DUE

LESS Deductions
Checkoff
Misc

Pd. CK#7653 - 4995 cleared 3-00
CK#7654 - 4995 cleared 4-00

$11,096.59

NET AMOUNT DUE

PD. CK. NO _____ AMOUNT _____

PD. CK. NO _____ AMOUNT _____

Net Due $10961.59 11.06.98

CONTRACT SETTLEMENTS

Contract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	138,707.40 #/BU
Left to be Settled	-138707.4 #/BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

WHEETCO
PO BOX 663
[illegible]DTON SD
[illegible] 57[illegible]
605-397-[illegible]

60.00	[illegible]
32.00	Oats
56.00	Rye
[illegible]	Soybeans
56.00	[illegible]

2000

Name: [illegible]

Grain Type: SUNFLOWERS Check Off (NO) Apply to Contract #

Scale or Ref # / Date/Test Wgt	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb/Bu	Net Price	Total Due
10033 [illegible]	[illegible]	32,230	[illegible]	7.00%	4,97[illegible].40	0	[illegible]	$[illegible]	$5,283.89
10141 10/3/93 34[illegible]	[illegible]	28,300	53,700	4.00%	2,330.00	0	57,312.00		$4,564.96
10179 10/[illegible]	[illegible]	29,[illegible]	[illegible]	4.00%	[illegible]	0	46,6[illegible].30		$3,730.94
PUP	[illegible]	9,300	[illegible]	4.00%	[illegible]	0	[illegible]7,129.60		$2,170.37
10227 10/14/93 [illegible]	[illegible]	29,300	53,460	5.00%	2,673.00	0	50,787.00		$4,062.[illegible]
PUP	[illegible]	9,300	28,340	5.00%	[illegible]	0	26,[illegible]		$2,153.64
10219 10/14/93 [illegible]	[illegible]	29,360	52,240	5.00%	2,612.00	0	49,[illegible]		$3,972.24
PUP	[illegible]	9,300	27,420	5.00%	[illegible]	0	26,049.00		$2,083.92
10263 10/18/93 [illegible]	[illegible]	29,760	[illegible]	4.00%	2,[illegible]	0	49,516.32		$3,961.34
PUP	[illegible]	9,[illegible]	[illegible]	4.00%	1,109.60	0	26,600.40		$2,130.43
10253 10/18/93 [illegible]	[illegible]	29,240	[illegible]	6.00%	3,082.60	0	48,297.20		$3,863.79
[illegible]	[illegible]	9,[illegible]	27,840	6.00%	1,670.40	0	23,169.60		$2,093.57
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	[illegible]	205,380	527,560		20,432.00	0	501,128.00		$40,090.24

TOTAL AMOUNT DUE $40,090.24

LESS Deductions
Checkoff
Misc

NET AMOUNT DUE $40,090.24

Pd. CK#7655 pd 4995 3-00 ~~VOIDED~~ CK#7659-VOIDED
CK#7656 pd 4995 3-00 ~~VOIDED~~ CK#7660-VOIDED
CK#7657 4-00 ~~VOIDED~~ CK#7661-VOIDED
CK#7658 4-00 CK#7662-VOIDED

PD CK NO 4995 AMOUNT _____

PD CK NO _____ AMOUNT _____

Bal
$31,488.91
21503.91

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 #/Bu
Total Settled Amount	501,128.00 #/Bu
	-501128 #/Bu
Must be Settled	

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

FROM : FAX NO. : May. 28 2001 03:53PM P5

ASSEMBLY SHEET

WHEETCO
PO BOX 668
[illegible]TON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

2869

Name: DM GRAIN

Grain Type: BO SUNFLOWERS Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10093 10/2/99 33TW	103,100	32,080	71,020	7.00%	4,971.40	0	66,048.60	$0.0800	$5,283.89
10141 10/8/99 34TW	86,020	26,320	59,700	4.00%	2,388.00	0	57,312.00		$4,584.96
10179 10/11/99 34TW	78,440	29,860	48,580	4.00%	1,943.20	0	46,636.80		$3,730.94
PUP	38,060	9,800	28,260	4.00%	1,130.40	0	27,129.60		$2,170.37
10227 10/14/99 29TV	83,360	29,900	53,460	5.00%	2,673.00	0	50,787.00		$4,062.96
PUP	38,160	9,820	28,340	5.00%	1,417.00	0	26,923.00		$2,153.84
10218 10/14/99 29TV	81,600	29,360	52,240	5.00%	2,612.00	0	49,628.00		$3,970.24
PUP	37,220	9,800	27,420	5.00%	1,371.00	0	26,049.00		$2,083.92
10256 10/19/99 28TV	81,340	29,760	51,580	4.00%	2,063.20	0	49,516.80		$3,961.34
PUP	37,360	9,620	27,740	4.00%	1,109.60	0	26,630.40		$2,130.43
10258 10/16/99 30TV	80,620	29,240	51,380	6.00%	3,082.80	0	48,297.20		$3,863.79
[illegible]	37,660	9,820	27,840	6.00%	1,670.40	0	26,169.60		$2,093.57
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	782,940	255,380	527,560		26,432.00	0	501,128.00		$40,090.24

TOTAL AMOUNT DUE $40,090.24

LESS: Deductions cc 28702 Pd pd CK#7655-~~[illegible]~~ CK#7659-VOLDED
Checkoff
Misc. cc 28723 pd CK#7656-~~[illegible]~~ CK#7660-VOLDED
cc 28773 pd CK#7657 $3801 CK#7661-VOLDED
NET AMOUNT DUE cc 28800 pd CK#7658 $5000 CK#7662-VOLDED $40,090.24

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT
SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0	# / BU
Total Settled Amount	501,128.00	# / BU
Left to be Settled	-501128	# / BU

Bal ~~$31,488.91~~
Bal 20090.24

SIGNATURE _____
Larry Wheeting, Owner of Wheetco, Date

PURCHASER'S RECEIPT - RETAIN FOR YOUR RECORDS

FIRST STATE BANK
P.O. BOX 80
WARNER, SOUTH DAKOTA 57479-0080

28702

78-636/914

REMITTER
Wheetco Ck #7655 dated 3/3
Less collection fee of $5

March 13, 2000

PAYABLE TO D&M Grain

NOT NEGOTIABLE

4995.00

WHEETCO, INC.
PO BOX 688 PH: 605-397-8111
GROTON, SD 57445-0688

Pd CC # 28702
3/13/00

7655

78-636/914

DATE 3/3/00

PAY TO THE ORDER OF D-M Grain $5000.00

five thousand & 00/100 DOLLARS

FIRST STATE BANK
PO BOX 80
WARNER SOUTH DAKOTA 57479-0080

FOR SF

Larry W

PURCHASER'S RECEIPT - RETAIN FOR YOUR RECORDS

28723

FIRST STATE BANK
P.O. BOX 80
WARNER, SOUTH DAKOTA 57479-0080

78-636/914

REMITTER
Wheetco Ck #7656 (3/10)
Less $5 collection fee

March 22, 2000

PAYABLE TO D&M Grain

NOT NEGOTIABLE

4995.00

MEMORANDUM

WHEETCO, INC.
PO BOX 688 PH: 605-397-8111
GROTON, SD 57445-0688

Pd 3/22/00
CC# 28723

7656

78-636/914

DATE 3/10/00

PAY TO THE ORDER OF D-M Grain $5000.00

five & 00/100 DOLLARS

FIRST STATE BANK
PO BOX 80
WARNER SOUTH DAKOTA 57479-0080

FOR SF

Larry W

⑈007656⑈ ⑆094406354⑆ 2666 00338 3⑈

FROM :

FAX NO. :

May. 28 2001 03:54PM P7

PURCHASER'S RECEIPT - RETAIN FOR YOUR RECORDS

28773

FIRST STATE BANK
P.O. BOX 80
WARNER, SOUTH DAKOTA 57479-0080

78-635/914

REMITTER

Wheatco Ck #7657 (3/17)
less $5 collection fee

April 7, 2000

PAYABLE TO D&M Grain

NOT NEGOTIABLE

4995.00

4995

2128

WHEETCO, INC.
PO BOX 888 PH: 605-397-8111
GROTON, SD 57445-0888

Pd 4/7/2000 BY

CC# 28773

7657

DATE 3/17/00

78-635/914

PAY TO THE ORDER OF D & M Grain $5000.00

five thousand & no/100 DOLLARS

FIRST STATE BANK
PO BOX 80
WARNER, SOUTH DAKOTA 57479-0080

FOR SF

Larry W

PURCHASER'S RECEIPT - RETAIN FOR YOUR RECORDS

28800

FIRST STATE BANK
P.O. BOX 80
WARNER, SOUTH DAKOTA 57479-0080

78-635/914

REMITTER
Wheetco Ck #7658
less $5 collection fee

April 26, 2000

PAYABLE TO D&M Grain

NOT NEGOTIABLE

4995.00

4995

2128

WHEETCO, INC.
PO BOX 888 PH 605-397-8111
GROTON, SD 57445-0888

Pd 4/26
CC# 28800

7658

DATE 3/24/00

78-635/914

PAY TO THE ORDER OF D & M Grain $5000.00

five thousand & no/100 DOLLARS

FIRST STATE BANK
PO BOX 80
WARNER, SOUTH DAKOTA 57479-0080

FOR

Ly W

⑈007658⑈ ⑆091406354⑆ 2666 00339 3⑈

Name

Grain Type

Apply to Contract #

Scale of Item / Date/Test Wgt	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb/Bu	Net Price	Total Due
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	0	[illegible]	$0.0500	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	0.00%	[illegible]	0	[illegible]		$0.00
[illegible]	[illegible]	[illegible]	[illegible]	0.00%	[illegible]	[illegible]	[illegible]		$0.00
[illegible]	[illegible]	[illegible]	[illegible]	0.00%	[illegible]	[illegible]	[illegible]		$0
[illegible]	[illegible]	[illegible]	[illegible]	0.00%	[illegible]	[illegible]	[illegible]		$0.00
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]		[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	0.00%	[illegible]	[illegible]	[illegible]		[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	0.00%	[illegible]	[illegible]	[illegible]		[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	0.00%	[illegible]	[illegible]	[illegible]		$0.00
[illegible]	[illegible]	[illegible]	[illegible]	0.00%	[illegible]	[illegible]	[illegible]		$0.00
[illegible]	[illegible]	[illegible]	[illegible]	0.00%	[illegible]	[illegible]	[illegible]		$0.00
Totals	[illegible]	[illegible]	[illegible]		[illegible]	0	[illegible]		$5,349.89

TOTAL AMOUNT $5,349.889

LESS Deductions
Check#
Misc

PD. CK# 7652 50.. cleared 3-00

NET AMOUNT DUE $5,349.888

PD CK NO _____ AMOUNT _____

PD CK NO _____ AMOUNT _____

CONTRACT SETTLEMENTS

Contract#

Beginning Contract Amount (Lbs/Bu) 0 #/BU

Total Settled Amount [illegible] #/BU

[illegible] Settled [illegible] #/BU

SIGNATURE _____

[illegible] Owner or Whereof, Date

FROM : FAX NO. : May. 28 2001 03:51PM P2

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

2964

Name: D M GRAIN

Grain Type: O SUNFLOWERS Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
10486 11/16/98 28TW	73,680	29,120	44,560	4.00%	1,782.40	0	42,777.60	$0.0800	$3,422.21
PUP	34,880	9,780	25,100	4.00%	1,004.00	0	24,096.00		$1,927.68
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	108,560	38,900	69,660		2,786.40	0	66,873.60		$5,349.89

TOTAL AMOUNT DUE $5,349.888

LESS: Deductions
Checkoff
Misc. Pd. CK# 7652 5000

NET AMOUNT DUE Pd Cashiers Check 28687 349.89 Balance $5,349.888

PD. CK. NO _____ AMOUNT _____

2-28

WHEETCO, INC.
PO BOX 668 PH 605-397-8111
GROTON, SD 57445-0668

Pd CC# 28687

7652

3-8 pd

RETURN ITEM
NONSUFFICIENT FUNDS
STOP PAYMENT
ACCOUNT CLOSED
PRESENTED TWICE
Do not Redeposit

DATE 2/11/00

76-635/914

PAY TO THE ORDER OF D & M Grain $5000

five thousand & no/100 DOLLARS

FIRST STATE BANK
PO BOX 60
WARNER, SOUTH DAKOTA 57479-0060

FOR SF

⑈007652⑈ ⑆09 ⑆6354⑈2611 ⑆339 3⑈ ⑈0000500000⑈

ex A/P ACCOUNT: ALL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
endor Totals:	0.00	0.00	0.00	0.00	13,017.76	0.00	13,017.76	seed
EPLA DEN BESTEN SEED D., INC.								
PS					1,780.60		1,780.60	NPS BALANCE ON ACCT
endor Totals:	0.00	0.00	0.00	0.00	1,780.60	0.00	1,780.60	
EPTWE OFFICE OF WEIGHT & MEAS.								
8321 & 18322		120.00					120.00	INSPECTION FOR SCAL
endor Totals:	0.00	120.00	0.00	0.00	0.00	0.00	120.00	
EITHY MYRON DIETERLE								
3182					5,576.68		5,576.68	GRAIN - BO SUNFLOWE
3158-1					1,664.40		1,664.40	VOIDED NPS CK#3066
3158-2					1,664.40		1,664.40	VOIDED NPS CK#3065
3182						41.83-	41.83-	SUNFLOWER CHECKOFF
endor Totals:	0.00	0.00	0.00	0.00	8,905.48	41.83-	8,863.65	
GRAI D.H.GRAIN								
2823					1,445.65		1,445.65	GRAIN - BO SUNFLOWE
2868					1,096.59		1,096.59	GRAIN - BO SUNFLOWE
2869					40,090.24		40,090.24	GRAIN - BO SUNFLOWE
2879					15,289.91		15,289.91	GRAIN - WHITE MILLE
2964					349.89		349.89	GRAIN - BO SUNFLOWE
3005					4,078.85		4,078.85	SEED - DON OATS
3005-1 (ADD ON)					126.15		126.15	SEED - OATS (DOCK E
3021					4,126.00		4,126.00	SEED - OATS
3048					2,114.28 Pd		2,114.28	SEED - RYE
3072					2,080.72 Pd		2,080.72	SEED - RYE
2684					2,010.33		2,010.33	MONROE DURUM WHEAT
D STOCK					30,000.00		30,000.00	STOCK BACK TO PAYAB
E CK#2708						2,114.28-	2,114.28-	
S#2972						2,080.72-	2,080.72-	PD FROM NPS ACCT.
ndor Totals:	0.00	0.00	0.00	0.00	102,808.61	4,195.00-	98,613.61	
EWAL DUENWALD BROS.								
3149					2,904.18		2,904.18	VOIDED NPS CK#3054
ndor Totals:	0.00	0.00	0.00	0.00	2,904.18	0.00	2,904.18	
RMJO JOEL DURHIEM								
D					6,305.12		6,305.12	PUT BACK ON ACCOUNT

Dom Grain

Interchange West, Suite 345
435 Ford Road
St. Louis Park, MN 55426-4911
612 540 0755 • Wats 800 328 5876
Fax 612 540 0752

Grand Forks, North Dakota [illegible]
701 775 0168 • Wats 800 329 [illegible]
Mobile 701-740 [illegible]
Fax 701 775 [illegible]

Due yet on invoices

Invoice		
3005	Oats	4,205.00
2879	W. Millet	15,289.91
2823	BO	15,198.64
2868	BO	1,096.59
2964	BO	349.89
2869	BO	31,488.91
2684	Durum	2010.33
2800	BO	24,848.34
3021	Oats	4126.00
		98613.61

DAVE ALLEN • JERRY MURPHY • SCOTT LINDGREN

BURLAP • POLYPROPYLENE • POLYETHYLENE • STRETCH WRAP
MULTIWALLS • THREAD • PALLET SHEETS • BULK BAGS

Durum 4-10-99 to 5-1-99

Balance per Company assembly sheet 2684		$ 2,010.33
Dean Minnerath - proof of claim	1,500.00	1,500.00
Amount remaining for grain	191.25	
service charge	1,691.25	
Difference		$ 510.33

2084

	Net Weight	Net Price	Gross Value	Other Deduct	Total Due
[illegible]	[illegible]	[illegible]	[illegible]	0.00	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	0.00	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	0.00	[illegible]
[illegible]	[illegible]	[illegible]	4,318.93	0.00	4,318.93
[illegible]	[illegible]	[illegible]	[illegible]	0.00	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	0.00	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	0.00	4,092.40
[illegible]	[illegible]	[illegible]	[illegible]	0.00	4,066.73
[illegible]	[illegible]	[illegible]	[illegible]	0.00	4,104.31
[illegible]	[illegible]	[illegible]	[illegible]	0.00	4,133.41
[illegible]	[illegible]	[illegible]	[illegible]	0.00	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	0.00	[illegible]
			[illegible]		-17,243.87
[illegible]	[illegible]	[illegible]	[illegible]	0.00	[illegible]

14637 - $3361.13 cleared 8-99
14639 - $7282 36 cleared 8-99
14641 - $7282 36 cleared 9-99
7146 - $7282 36 cleared 9-99
7400 - $5272 03 cleared 12-99

$ 32,490.568

$ [illegible]
$ [illegible]

$ 32,490.568

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

Bal
$ 2010 33

[illegible] Contract Amount [illegible] or Bu.)
Total Settled Amount

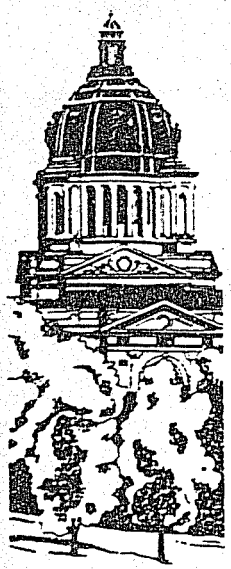
Left to be Settled

[illegible] Wheeling, Owner of Wheeling, Date

Page [illegible]

WHEETCO, INC ACCOUNTS RECEIVABLE

CUSTOMER	INVOICE NUMBER	DUE DATE	AMOUNT	DATE PAID
Bee Seed	011843 011863	07/14/00 07/20/00	$ 734.00 320.85 $ 1,054.85	
Joe Cameron	011701 011772 011811 011892 011906	05/24/00 06/04/00 07/02/00 07/30/00 08/09/00	$ 1,475.08 375.00 3,507.40 280.00 175.00 $ 5,812.48	
Commodity Marketing, Co 678-566-7820	012166 012176	11/15/00 11/19/00	3,800.00 23.00 $ 3823.00	04/25/01 5610.20
D & M Grain	009884 010121 010631 011037 011409 0117180	01/22/99 04/14/99 07/30/99 00/09/99 02/26/00 05/28/00	96.00 27.00 198.00 629.60 175.00 120.00 $ 1,245.60	$ 123.00 1,122 68
Owen Hilsen 605-996-2269	011688	05/19/00	1,138.50 $ 1,138.50	
Chad Geray	012508 012510	05/27/01 05/31/01	523.80 122.80 $ 646.60	
Holyoke Coop Assn.	012491	05/01/01	4,837.92 $ 4,837.92	
Jensen Feed & Seed	012452	04/12/01	18.00 $ 18.00	05/02/01
Jones Farms 605-225-5427	012509	05/31/01	47.00 $ 47.00	
Knight Seed Company 800-328-2999	011218	12/18/99	3,454.20 $ 3,454.20	
Mike Knoll	011865	07/21/00	2,000.50 $ 2,000.50	
Kevin Larson	012447	04/08/01	91.50 $ 91.50	
Jon Locken	010916 012111	10/17/99 10/01/00	370.90 726.40 $ 1,097.30	



South Dakota
Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

Capitol Office
Telephone (605)773-3201
FAX (605)773-3809

Transportation/
Warehouse Division
Telephone (605)773-5280
FAX (605)773-3225

Consumer Hotline
1-800-332-1782

TTY Through
Relay South Dakota
1-800-877-1113

Internet Website
www.puc.state.sd.us/puc/

Jim Burg
Chairman
Pam Nelson
Vice-Chairman
Laska Schoenfelder
Commissioner

William Bullard Jr.
Executive Director

Harlan Best
Martin C. Bettmann
Sue Cichos
Karen E. Cremer
Michele M. Farris
Marlette Fischbach
Heather K. Forney
Shirleen Fugitt
Mary Giddings
Lewis Hammond
Leni Healy
Camron Hoseck
Lisa Hull
Dave Jacobson
Katie Johnson
Bob Knadle
Delaine Kolbo
Charlene Lund
Terry Norum
Gregory A. Rislov
Keith Senger
Rolayne Ailts Wiest

October 15, 2001

William Pfeiffer
Attorney At Law
P.O. Box 1585
14 SE 2nd Ave.
Aberdeen, South Dakota 57402-1585

Dear Mr. Pfeiffer:

Per our conversation this morning following is the list of producers that would fall under the jurisdiction of the Commission that currently have a grain payable and an accounts receivable with Wheetco. My recommendation to the Commission will be to offset the accounts receivable against the grain accounts payable if your office would be in agreement with this method.

1. Joe Cameron--grain accounts payable of $13,294.20 and an accounts receivable of $5,812.48.

2. D & M Grain--grain accounts payable of $98,613.61 and an accounts receivable of $1,245.60.

3. Owen Elsen--grain accounts payable of $9,209.79 and an accounts receivable of $1,138.50.

4. Holyoke Coop Association--grain accounts payable of $17,315.65 and an accounts receivable of $4,837.92.

5. Mike Knoll--grain accounts payable of $11,613.66 and an accounts receivable of $2,000.50.

6. Equinox Enterprises--grain accounts payable of $9,971.74 and an accounts receivable of $4,085.76.

At your earliest convenience, please advise if this method is acceptable to you. Thank you for your prompt attention to this matter.

Sincerely,

Bob Knadle

Bob Knadle Director of Transportation/Warehouse

William J. Pfeiffer
Attorney at Law
P.O. Box 1585
14 SE 2nd Avenue
Aberdeen, SD 57402-1585

Telephone: (605) 229-1144
Fax: (605) 229-7984

Mary J. Brink
Legal Assistant/Office Manager

October 15, 2001

South Dakota Public Utilities Commission
Attn: Bob Knadle
State Capitol Bldg.
500 E. Capitol Avenue
Pierre, SD 57501-5070

Re: Wheetco, Inc.
Case No. 00-10188

Dear Mr. Knadle:

I received your fax of October 15, 2001, regarding your recommendation to the Commission to offset the account receivable against the grain accounts payable. That will work just fine with my office and I have instructed the office manager, Mary Brink, to make that adjustment to our accounts receivables. Accordingly, my files and records will no longer show a credit balance with regard to the 6 receivables described in your letter. In short, the following persons and entities will now be shown in my office to have the following debit balances:

Joe Cameron:	$7481.72
D&M Grain:	$97,368.01
Owen Elsen:	$8,071.29
Holyoke Coop:	$12,477.73
Mike Knoll:	$9,613.16
Equinox Enterprise:	$5,885.98

Again, I apologize for being tardy in my communications with you, but I got caught up in that rare situation where I've been working on 6 large bankruptcies at the same time. However, with working nights and weekends lately I am finally beginning to get current so hopefully I will soon be in a better position to deal more rapidly with our interactions in this case.

Sincerely,

William J. Pfeiffer
Chapter 7 trustee

WJP/ss

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Dean Minnerath, the undersigned, do hereby submit this claim against any grain funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheeler, Inc. located at Groton, S. D.

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

Scale Ticket No.	Date	Kind of Grain	Bushels	Price	Lien Holder (print N/A if no liens)
		S.F.	12072.96#	$8.00 per #	= $96,583.70
					− 28,805.00 He Paid
					$67,778.70 - Balance
		Oats	5206.88	$1.55 $1.60	$8,199.60
					$478.00 + S.C.
		Millet	339,775.8	9¢	$32,278.10 − 30,579.82
2683 assembly #		Durum	Left to Pay on assembly #		
				2683	$570.00
					+ 191.25 + S.C
					110,426.25

Explanation of Claim:

RECEIVED
AUG 23 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Dean Minnerath
Signature of Claimant

8-21-01
Date

272 South Lake Dr.
Street/PO Box

Watertown, S.D 57201
City/State/Zip

605-884-[illegible] 1021
Telephone

Subscribed and sworn to me this 21st day of August, 2001.

HEIDI A. FIECHTNER NOTARY SEAL STATE OF SOUTH DAKOTA

Notary Heidi A. Fiechtner

County of: Codington

State of: South Dakota

Commission Expires: [illegible]

FROM : FAX NO. : Jun. 03 2001 03:59PM P3AI

CERTIFICATE OF GRADE, WEIGHT & DOCKAGE OF GRAIN WEIGHED OVER THE SCALES OF

GROSS 014500 lb 07:57 AM 06/18/98

TARE 006240 lb 08:03 AM 06/18/98

6260

WHEETCO INC.
Box 668 • Groton, South Dakota 57445

7716

DATE 6-18-98

NAME: Fred Wolkin

ADDRESS:

TRUCKER: Wolkin

LOAD OF Cn. Corn 2 lbs

MOIST

EST WEIGHT

DOCKAGE

WEIGHER

Northern Prairie Seed
PO Box 668
Groton, SD 57445-0668

Facsimile Cover Sheet

Larry Wheeting
Phone:(605)397-8111
Fax:(605)397-8361

605-773-3225

TO: Robert Knodel P.U.Q

FROM: Harry Wheeting

DATE: 9-18-01

PAGES: (including cover sheet) 2

Bob- Hope this helps

LW

DATE: 04/26/01
TIME: 8:59 AM

Wheeler, Inc.
Accounts Payable
Aging Report

A/P ACCOUNT: ALL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
* 1998					100.00		100.00	HOUSE LEASE
* 99					100.00		100.00	HOUSE LEASE
TEMBER 2000					100.00		100.00	HOUSE LEASE
10722 -						262.88-	262.88-	EARRINGS-AM EXP AI
Dor Totals:	100.00	100.00	100.00	100.00	2,627.00	262.88-	2,764.12	
ETS SHARON WHEETING					50.66		50.66	FUEL CHARGES TO AMC
00 6/24/00					73.38		73.38	CENEX CREDIT CARD F
EX 4/00					74.80		74.80	FUEL CHARGES TO CEN
EX AMPRIDE 6/30					45.97		45.97	BUSINESS FUEL
000					147.00		147.00	GREAT WESTERN PAYME
AT WESTERN - DEC 0					155.00		155.00	GREAT WESTERN PAYME
AT WESTERN - SEP1				144.00			144.00	GREAT WESTERN ON AT
AT WESTERN 1/01					2.00		2.00	AT&T UNV. FOR GR. W
AT WESTERN 11/2000					175.00		175.00	GREAT WESTERN MONTH
AT WESTERN 5/00					164.00		164.00	AT&T PAYMENT FOR GW
AT WESTERN JUNE 20					29.03		29.03	OFFICE SUPPLIES, KI
ARY RECEIPTS					47.69		47.69	NEW FAUCET 6TH OFFI
ARDS RECEIPT					161.00		161.00	US BANK- GREAT WEST
BANK - JULY 00					240.00		240.00	GREAT WESTERN PAYME
BANK 4/00					300.00		300.00	GREAT WESTERN -
ANK - GREAT WESTER					172.45		172.45	CONVEYOUR BELT FOR
- STATEMENT					37.24		37.24	OFFICE SUPPLIES
MART 2/15 & 3/28					5.30		5.30	COPY PAPER
MART 3/3/00					16.09		16.09	OFFICE, KITCHEN SUP
MART 3/7/00					15.43		15.43	OFFICE & KITCHEN SU
MART 6/15/00					203.60		203.60	CONVEYOR & DAKOTA A.
E FARGO-APACHE-DA								
Dor Totals:	0.00	0.00	0.00	144.00	2,115.64	0.00	2,259.64	
LE WILDLIFE SCIENCES					65.45		65.45	SUET SPK/WITH FEEDE
E								
Dor Totals:	0.00	0.00	0.00	0.00	65.45	0.00	65.45	
TEN WITTEN FEED & GRAIN CO.					511.74		511.74	FREIGHT - MILO
					1,746.41		1,746.41	GRAIN - MILO ✓
098					2,544.48		2,544.48	GRAIN - MILO ✓
108								
or Totals:	0.00	0.00	0.00	0.00	4,802.63	0.00	4,802.63	
FR FRED WOLKEN					751.20		751.20	SPECIALTY GRAIN/CR.
124								

ATE: 04/09/01
IME: 3:49 PM

WHEETCO, INC.
Accounts Payable
Aging Report

P ACCOUNT: ALL

Fred Walken brought Cracked Corn into Wheetco in 1998. We were doing some things back and forth at the time and this was not p.d. We haven't been able to find the Assembly Sheet but you can see he is still on the Aged Payables from April 2001.

					65.45		65.45 SUET SPK/WITH FEEDE
ndor Totals:	0.00	0.00	0.00	0.00	65.45	0.00	65.45
ITEN WITTEN FEED & GRAIN CO.							
54							
3096					511.74		511.74 FREIGHT - MILO
3108					1,746.41		1,746.41 GRAIN - MILO
					2,544.48		2,544.48 GRAIN - MILO
ndor Totals:	0.00	0.00	0.00	0.00	4,802.63	0.00	4,802.63
KER FRED WOLKEN							
2324					751.20		751.20 SPECIALTY GRAIN/CR.
dor Totals:	0.00	0.00	0.00	0.00	751.20	0.00	751.20
ILA YPSILANTI EQUITY ELEVATOR							
3298		1,380.80					1,380.80 SEED - RYE

ASSEMBLY SHEET

3 A 7

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

3303

Member: CLAYTON KJERSTEAD

Grain Type: WHITE MILLET Check Off: (NO) Apply to Contract #:

Scale or Ref # / Date/Test Wgh	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu.	Net Price	Total Due
11883 3/05/01 53.5 W	78,900	29,660	49,240	4.00%	1,969.60	0	47,270.40	$0.0750	$3,545.28
11884 3/05/01 53T V	79,320	27,260	52,060	4.50%	2,342.70	0	49,717.30		$3,728.80
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	158,220	56,920	101,300		4,312.30	0	96,987.70		$7,274.08

TOTAL AMOUNT DUE $7,274.078

LESS: Deductions
Checkoff
Misc.

NET AMOUNT DUE $7,274.078

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	96,987.70 #/BU
Left to be Settled	-96987.7 #/BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

ASSEMBLY SHEET

WHEETCO
PO BOX 668
GROTON, SD
57445
605-397-811

Pounds Per Std. Bu
60.00 Wheat
32.00 Oats
56.00 Rye
60.00 Soybeans
56.00 Corn

3252

12/3

Name: CLAYTON KJERSTEAD

Grain Type: WHITE MILLET Check Off (NO) Apply to Contract #

Scale or Ref Date/Test Wgt	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
11723 12/27/00 5:57	77,340	26,080	51,260	5.50%	2,819.30	0	48,440.70	$0.1000	$4,844.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
Totals	77,340	26,080	51,260		2,819.30	0	48,440.70		$4,844.0

TOTAL AMOUNT DUE $4,844.07

LESS: Deductions
Checkoff
Misc.

NET AMOUNT DUE $4,844.07

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. _____ AMOUNT _____

CONTRACT SETTLEMENTS
Contract#

Beginning Contract Amount (Lbs/Bu)	0 #/BU
Total Settled Amount	48,440.70 #/BU
Left to be Settled	-48440.7 #/BU

SIGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

** A/P ACCOUNT: ALL

VENDOR NAME/ INVOICE NUMBER	CURRENT	1 TO 30	31 TO 60	61 TO 90	OVER 90	CREDITS	TOTAL DUE	COMMENT
CFROH K & C FROHLIN	TRUCKING							
1379					1,327.34		1,327.34	FREIGHT -RYE TO LIB
Vendor Totals:	0.00	0.00	0.00	0.00	1,327.34	0.00	1,327.34	
HINC. K H INC.								
EDO STOCK					3,957.99		3,957.99	STOCK BACK TO GRAIN
-DJUST						7.99-	7.99-	ADJUST FOR STOCK TR
Vendor Totals:	0.00	0.00	0.00	0.00	3,957.99	7.99-	3,950.00	
CERCL CLAYTON KJERSTEAD								
E 3252				4,844.07			4,844.07	GRAIN - WHITE MILLE
C 3303		7,274.08					7,274.08	GRAIN - WHITE MILLE
Vendor Totals:	0.00	7,274.08	0.00	4,844.07	0.00	0.00	12,118.15	
CERST KJERSTAD FARM	PARTNERSHIP							
E 2596					8,599.20		8,599.20	SAFFLOWER-GRAIN
-32634					4,040.72		4,040.72	SAFFLOWER-GRAIN
R 2596						33.14-	33.14-	SUNFLOWER CHECKOFF
32634						14.26-	14.26-	SAFFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	12,639.92	47.40-	12,591.52	
NCLGE GENE KNOLL								
-33140					3,024.23		3,024.23	VOIDED NPS CK#3030
-33157-1					2,272.73		2,272.73	VOIDED NPS CK#3063
-33157-2					2,213.40		2,213.40	VOIDED NPS CK#3062
-33157-3					2,234.60		2,234.60	VOIDED NPS CK#3061
33157-4					2,307.14		2,307.14	VOIDED NPS CK#3060
VV#12054						7,344.00-	7,344.00-	PD BY C.MELCHERS
P53060						2,307.14-	2,307.14-	CHECK ACTUALLY CLEA
P53061						2,234.60-	2,234.60-	CHECK ACTUALLY CLEA
Vendor Totals:	0.00	0.00	0.00	0.00	12,052.10	11,885.74-	166.36	
NOLLM MIKE KNOLL JR								
3033					11,685.55		11,685.55	GRAIN - BO SUNFLOWE
R 3033						71.99-	71.99-	SUNFLOWER CHECKOFF
Vendor Totals:	0.00	0.00	0.00	0.00	11,685.55	71.99-	11,613.56	
SPEAR KSP FARMS INC								
33098-1					1,786.89		1,786.89	VOIDED NPS CK#3025
33098-2					1,786.89		1,786.89	VOIDED NPS CK#3024

FROM : FAX NO. : May. 12 2001 07:35PM P1

Post-it® Fax Note	7671	Date 8-27-01	# of pages ▶ 9
To Patti		From Larry Wheeting	
Co./Dept. Bob Isabel		Co.	
Phone #		Phone #	
Fax #		Fax #	

Program Pay Add. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	SoyBeans
56.00	Corn

Name: CLAYTON KJERSTEAD

Grain Type: WHITE MILLET Check Off: (NO) Apply to Contract #:

Scale or Ref # / Date/Test Wgt	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
11663 11/17/00 54 ST	91,200	28,840	62,360	3.00%	1,429.80	0	58,930.20	$0.1000	$5,893.02
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
	0	0	0	0.00%	0.00	0	0.00		$0.00
Totals	91,200	28,840	62,360		1,429.80	0	58,930.20		$5,893.02

TOTAL AMOUNT DUE: $5,893.020

ESS Deductions:
Checkoff:
Misc:

NET AMOUNT DUE: $5,893.020

Cleared Dec 28

PD CK NO 16648 AMOUNT 589302

WHEETCO, INC.
P.O. BOX 668 PH. 605-397-8111
GROTON, SD 57445-0668

HEARTLAND STATE BANK
Highmore Office
P.O. Box 219
Highmore, SD 57345

00016648 16641

78-626
814

*** FIVE THOUSAND EIGHT HUNDRED NINETY THREE & 02/100 DOLLARS

DATE 12/22/00 ****$5,893.02 AMOUNT

PAY TO THE ORDER OF: CLAYTON KJERSTEAD
QUINN, SD 57775

① Scale Ticket Number 11883

Clayton 49,240 lbs x $.0925 = 4,554.70

Whites 47,270.40 x .075 = 3,545.28

Dockage (182.22)
Price ($27.22)

② Scale ticket number 1954

Clayton 52,060 x .0925 = 4815.55

Whites 49,730 x .075 = 3,728.80

Dockage (214.72)
Price ($10.25)

③ Scale ticket number 1922

Clayton 51,200 x .0925 = 4,736.55

Whites 48,440.70 x .10 = 4844.07

Dockage (260.78)
Price 303.31

Total		
Clayton		$ 14,111.80
Wheeler		12,118.15
Difference		$ 1,993.65
Dockage	659.72	
Price	1,333.98	

State of South Dakot
Public Utilities Commiss

SOUTH DAKOTA GRAIN DEALER'S LICENSE - NON-STORAGE

LICENSE NUMBER : **1517** EXPIRES AT MIDNIGHT ON JUNE 3

WHEETCO, INC.
BOX 668
GROTON SD 57445-0668

This certifies that the above, with a facility located at **GROTON**, having made applicatic license and filed a bond as required by the Laws of South Dakota, is hereby licensed tc purchase grain in this state, for resale, in conformity with SDCL 49-45 and the rules an regulations promulgated thereto.

This license is revocable for cause, as provided by law

This license is effective today, this 10th day of July, 2000.

William Bullard Jr., Executive Director

EXHIBIT
4

GRAIN DEALER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That Wheetco, Inc.

P.O. Box 668, Groton, SD 57445, as
(Name and Address of Principal)

Principal, and Star Insurance Company.
(Name of Corporate Surety)

a corporate surety company duly authorized to do business in the State of South Dakota, as Surety, are held and firmly bound unto the State of South Dakota in the sum of Seventy-Five Thousand and No/100---------- dollars ($ 75 000.00), lawful money of the United States, for the benefit of all persons selling grain to said Principal, to which payment well and truly to be made, we each jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that, whereas said Principal has made written application to the Public Utilities Commission of the State of South Dakota for a license to purchase grain for the purpose of resale for the year commencing July 1, 19 98 , and ending June 30, 19 99 .

NOW THEREFORE, if said Principal, being duly licensed as provided herein, shall pay to the owner on delivery or demand the purchase price of grain sold to the Principal, shall faithfully perform his obligations as a grain dealer and shall fully and unreservedly comply with the laws of the State of South Dakota and the rules of the South Dakota Public Utilities Commission relating to the purchase of grain for the purpose of resale, then this obligation shall be null and void, otherwise it shall remain in full force and effect; *provided* however, that this obligation shall not benefit any person entering into a voluntary credit sale with said Principal.

This bond is given pursuant to the provisions of SDCL Chapter 49-45, as amended, and shall be governed by the laws of the State of South Dakota.

Dated this 1ST day of JULY , 19 98 .

If Principal is a corporation, two officers (President, Vice President, Secretary, Treasurer) must sign.

(Principal Corporate Seal)

Principal — Wheetco, Inc.
Larry Wheeler, Pres.
Sharon Wheeting, Secy.

(Surety Corporate Seal)

Surety — Star Insurance Company
THOMAS H. FAIRFIELD, ATTORNEY-IN-FACT

Carl G Anderson
South Dakota Resident Agent

Carl G Anderson, PO Box 579, Aberdeen, SD 57402-0579
Type Name and Address of Resident Agent

EXHIBIT 5A

(MUST BE ACKNOWLEDGED BY PRINCIPAL AND SURETY ON REVERSE SIDE.)

STAR INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

SA 3128219

NO.:

(Void unless numbered in red.)

KNOW ALL MEN BY THESE PRESENTS, that Star Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoint

THOMAS H FAIRFIELD * MICHAEL D WILLIAMS * WILLIAM J NEMEC * BARBARA N FAIRFIELD

LAURIE A ROSEMEYER OF MINNEAPOLIS, MINNESOTA

its true and lawful attorney-in-fact, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

ALL OBLIGEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

TWO MILLION FIVE HUNDRED THOUSAND ($2,500,000) DOLLARS.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 7th day of January, 1993.

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute in behalf of the Company bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, STAR INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Senior Vice Presidents and attested by the Secretary this 4th day of February 1997.

Attest:

STAR INSURANCE COMPANY

SEAL

By

Michael G. Costello, Secretary

Marc S. Willner, Senior Vice President

STATE OF MICHIGAN }
} ss.:
COUNTY OF OAKLAND }

On this 4th day of February, 1997, before me personally came Marc S. Willner, to me known, who being by me duly sworn, did depose and say that he is a Senior Vice President of STAR INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

APRIL M. ROBINSON
NOTARY PUBLIC - OAKLAND COUNTY, MI
MY COMMISSION EXPIRES 03/13/99

April M. Robinson

NOTARY PUBLIC
My Commission Expires:

CERTIFICATE

I, the undersigned, of STAR INSURANCE COMPANY, a Michigan corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Signed and sealed at the city of Southfield in the State of Michigan. Dated the 1ST day of JULY, 1998

WHEELCO, INC

Michael G. Costello, Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK-HOLD AT AN ANGLE TO VIEW. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT, YOU ARE URGED TO CONTACT OUR POWER OF ATTORNEY CUSTODIAN AT 1-800-262-5252.

CSG 0007 Rev. 7/97 6030-Feb. 97

BOND FOR USE BY PUBLIC GRAIN WAREHOUSEMEN AND GRAIN DEALERS

KNOW ALL MEN BY THESE PRESENTS:

That WHEETCO, INC, P O BOX 668, GROTON, SD 57445 (Name & Address of Principal), as Principal, and

STAR INSURANCE COMPANY (Name of Surety Company), a corporate surety company organized and existing under the laws of the State of MICHIGAN (State of Incorp.), with it's principal office located at 26600 TELEGRAPH RD, STE 300 SOUTHFIELD, MI (Address, City, State, Zip Code of Surety's Home Office) and duly authorized to do business in the State of South Dakota, as Surety, are held and firmly bound unto the State of South Dakota in a sum as specified below in lawful money of the United States, for the benefit of all owners of grain (1) storing grain in the warehouse(s) set forth below and for which a written designation of storage has been made by the public grain warehouse license at the time of receipt of the grain, or (2) who deliver and sell grain to a duly licensed grain dealer and demand the purchase price of grain sold to the Principal; or both of the transactions which this bond covers as defined below, to which payment well and truly to be made, we each jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns by these bonds, as described herein.

FOR THE PURPOSE OF PROVIDING A GRAIN WAREHOUSEMAN'S BOND THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT: Whereas, the principal has made written application to the Public Utilities Commission of the State of South Dakota for license(s) to operate the public grain warehouse(s) indicated below: (Please attach an additional sheet if necessary and indicate on it that it is for a warehouseman's bond).

FOR THE PURPOSE OF PROVIDING A GRAIN DEALER'S BOND THE CONDITION OF THIS OBLIGATION IS SUCH THAT: Whereas, the principal has made written application to the Public Utilities Commission of the State of South Dakota for a license to purchase grain for the purpose of resale in the location(s) indicated below: (Please attach an additional sheet if necessary and indicate on it that it is for a grain dealer's bond)

	Licensing as Warehouse	Licensing as Dealer	Location
1.	☐	☒	Groton, SD
2.	☐	☐	
3.	☐	☐	
4.	☐	☐	

Please check which license(s) this bond pertains to:

☐ *Warehouse License*

For the period commencing _____ (Month), _____ (Day), _____ (Year), and ending June 30, _____ (Year), and as a condition for the granting of said license(s) is required to provide a bond in the amount of _____ (Amount of Bond) dollars ($_____) for the benefit of all persons storing grain in said warehouse(s) and for which a written designation of storage has been made by the warehouseman at the time of receipt of the grain.

☒ *Grain Dealer License*

For the period commencing July (Month) 1 (Day), 1999 (Year), and ending June 30, 2000 (Year), and as a condition for the granting of said license(s) is required to provide a bond in the amount of SEVENTY FIVE THOUSAND AND NO/100 DOLLARS ------ (Amount of Bond) dollars ($ 75,000.00 (Amount of Bond)) for the benefit of all persons selling grain to said Principal.

NOW THEREFORE:

Condition 1: Condition 1 is applicable to storage of grain by Principal under a warehouse license.
If said principal being duly licensed as provided herein, shall faithfully perform its obligations as a public grain warehouseman with regard to grain designated in writing to be stored at the time of receipt and shall fully and unreservedly comply with the laws of the State of South Dakota and the rules of South Dakota Public Utilities Commission relating to the storage of such grain for hire then this obligation shall be null and void, otherwise it shall remain in full force and effect. This bond is given pursuant to the provisions of SDCL chapters 49-47 and 49-43.

Condition 2: Condition 2 is applicable to purchase of grain by Principal under a grain dealer license.
If said Principal being duly licensed as provided herein, shall pay to the owner on delivery or demand the purchase price of the grain sold to the Principal, shall faithfully perform his obligations as a grain dealer and shall fully and unreservedly comply with the laws of the State of South Dakota and the rules of South Dakota Public Utilities Commission relating to the purchase of grain for the purpose of resale, then this obligation shall be null and void, otherwise it shall remain in full force and effect, **provided**, however, that this obligation shall not benefit any person entering into a voluntary credit sale with said Principal. This bond is given pursuant to the provisions of SDCL chapters 49-47, 49-43, and 49-45.

Liability of said Surety for the default by said Principal in either Condition No. 1 or Condition No. 2 of this bond shall not exceed the amount of said Bond as stated above, said amounts being separate and not aggregative.

Dated this 1ST (Day) day of JULY (Month), 1999 (Year).

EXHIBIT 5B

If Principal is a corporation, two officers (President, Vice President, Secretary, Treasurer) must sign.

Name of Principal: WHEETCO, INC

Officer 1 Signature: Larry Wheeting Title: President

Type Name of Off. 1: Larry Wheeting

Officer 2 Signature: Sharon Wheeting Title: Secretary

Type Name of Off. 2: Sharon Wheeting

Name of Surety: STAR INSURANCE COMPANY (Surety Corporate Seal)

Authorized Signature: Tamara L. Shinder

Type Name of Above: TAMARA L. SHINDER, Attorney-In-Fact

Individual signing on behalf of surety as attorney-in-fact must be authorized as such as evidenced in attached current & valid power of attorney.

Signature of South Dakota Resident Agent: Carl G Anderson

Type Name of South Dakota Resident Agent: Carl G Anderson

Type Address of South Dakota Resident Agent: PO Box 579, Aberdeen, SD 57402-0579

(MUST BE ACKNOWLEDGED BY PRINCIPAL AND SURETY ON ATTACHED SHEET.)

STAR INSURANCE COMPANY
GENERAL POWER OF ATTORNEY

SA 3138750

NO.:
(Void unless numbered in red.)

KNOW ALL MEN BY THESE PRESENTS, that Star Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoint

THOMAS H. FAIRFIELD * TAMARA L. SHINDER OF MINNEAPOLIS, MINNESOTA

its true and lawful attorney-in-fact, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

ALL OBLIGEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ONE MILLION ($1,000,000) DOLLARS.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 7th day of January, 1993.

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute in behalf of the Company bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to affix thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, STAR INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Senior Vice Presidents and attested by the Secretary this 4th day of February 1997.

STAR INSURANCE COMPANY

Attest:

By

STAR INSURANCE COMPANY CORPORATE SEAL MICHIGAN

Michael G. Costello, Secretary

Marc S. Willner, Senior Vice President

STATE OF MICHIGAN)
) ss.:
COUNTY OF OAKLAND)

On this 4th day of February, 1997, before me personally came Marc S. Willner, to me known, who being by me duly sworn, did depose and say that he is a Senior Vice President of STAR INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

APRIL M. ROBINSON
NOTARY PUBLIC - OAKLAND COUNTY, MI
MY COMMISSION EXPIRES 03/13/99

April M. Robinson

NOTARY PUBLIC
My Commission Expires:

CERTIFICATE

I, the undersigned, of STAR INSURANCE COMPANY, a Michigan corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the city of Southfield in the State of Michigan. Dated the 1ST day of JULY 1999

WHEELCO, INC

Michael G. Costello, Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK-HOLD AT AN ANGLE TO VIEW. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT, YOU ARE URGED TO CONTACT OUR POWER OF ATTORNEY CUSTODIAN AT 1-800-262-5252.

BOND FOR USE BY PUBLIC GRAIN WAREHOUSEMEN AND GRAIN DEALERS

SA 312829

KNOW ALL MEN BY THESE PRESENTS:

That WHEETCO, INC., PO BOX 668 GROTON SD 57445 (Name & Address of Principal), as Principal, and

STAR INSURANCE COMPANY (Name of Surety Company), a corporate surety company organized and existing under the laws of the State

of MICHIGAN (State of Surety's Inc.), with it's principal office located at 26600 TELEGRAPH ROAD, STE 300 SOUTHFIELD MI (Address, City, State, and Code of Surety's Main Office) and

duly authorized to do business in the State of South Dakota, as Surety, are held and firmly bound unto the State of South Dakota in a sum as specified below in lawful money of the United States, for the benefit of all owners of grain (1) storing grain in the warehouse(s) set forth below and for which a written designation of storage has been made by the public grain warehouse licensee at the time of receipt of the grain; or (2) who deliver and sell grain to a duly licensed grain dealer and demand the purchase price of grain sold to the Principal; or both of these transactions which this bond covers as defined below, to which payment well and truly to be made, we each jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns by these bonds, as described herein.

FOR THE PURPOSE OF PROVIDING A GRAIN WAREHOUSEMAN'S BOND THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT: Whereas, the principal has made written application to the Public Utilities Commission of the State of South Dakota for license(s) to operate the public grain warehouse(s) indicated below. (Please attach an additional sheet if necessary and indicate on it that it is for a warehouseman's bond).

FOR THE PURPOSE OF PROVIDING A GRAIN DEALER'S BOND THE CONDITION OF THIS OBLIGATION IS SUCH THAT: Whereas, the principal has made written application to the Public Utilities Commission of the State of South Dakota for a license to purchase grain for the purpose of resale in the location(s) indicated below. (Please attach an additional sheet if necessary and indicate on it that it is for a grain dealer's bond).

	Licensing as Warehouse	Dealer	Location		Licensing as Warehouse	Dealer	Location
	☐	☒	GROTON, SD	3.	☐	☐	
	☐	☐		4.	☐	☐	

Please check which license(s) this bond pertains to:

☐ *Warehouse License*

For the period commencing _____ (Month), _____ (Day), _____ (Year), and ending June 30, _____ (Year), and as a condition for the granting of said license(s) is required to provide a bond in the amount of _____ (Amount of Bond) dollars ($ _____) for the benefit of all persons storing grain in said warehouse(s) and for which a written designation of storage has been made by the warehouseman at the time of receipt of the grain.

☒ *Grain Dealer License*

For the period commencing JULY (Month) 1 (Day) 2000 (Year), and ending June 30, 2001 (Year), and as a condition for the granting of said license(s) is required to provide a bond in the amount of SEVENTY FIVE THOUSAND AND/NO DOLLARS ---------- (Amount of Bond) dollars ($ 75,000.00) for the benefit of all persons selling grain to said Principal.

NOW THEREFORE:

Condition 1: Condition 1 is applicable to storage of grain by Principal under a warehouse license:
If said principal, being duly licensed as provided herein, shall faithfully perform its obligations as a public grain warehouseman with regard to grain designated in writing to be stored at the time of receipt and shall fully and unreservedly comply with the laws of the State of South Dakota and the rules of South Dakota Public Utilities Commission relating to the storage of such grain for hire, then this obligation shall be null and void, otherwise it shall remain in full force and effect. This bond is given pursuant to the provisions of SDCL chapters 49-42 and 49-43

Condition 2: Condition 2 is applicable to purchase of grain by Principal under a grain dealer license:
If said Principal being duly licensed as provided herein, shall pay to the owner on delivery or demand the purchase price of the grain sold to the Principal, shall faithfully perform his obligations as a grain dealer and shall fully and unreservedly comply with the laws of the State of South Dakota and the rules of South Dakota Public Utilities Commission relating to the purchase of grain for the purpose of resale, then this obligation shall be null and void, otherwise it shall remain in full force and effect: provided, however, that this obligation shall not benefit any person entering into a voluntary credit sale with said Principal. This bond is given pursuant to the provisions of SDCL chapters 49-42, 49-43, and 49-45.

Liability of said Surety for the default by said Principal in either Condition No. 1 or Condition No. 2 of this bond shall not exceed the amount of said Bond as stated above, said amounts being separate and not aggregative.

Dated this 1st (Day) day of JULY (Month), 2000 (Year).

EXHIBIT 5C

If Principal is a corporation, two officers (President, Vice President, Secretary, Treasurer) must sign.

Name of Principal: WHEETCO, INC

Officer 1 Signature: Larry Wheeting Title: President

Type Name of Off. 1: Larry Wheeting

Officer 2 Signature: Sharon Wheeting Title: Secretary

Type Name of Off. 2: Sharon Wheeting

Name of Surety: STAR INSURANCE COMPANY (Surety Corporate Seal)

Authorized Signature: Tamara L Shinder

Type Name of Above: TAMARA L. SHINDER, Attorney-In-Fact

Individual signing on behalf of surety as attorney-in-fact must be authorized as such as evidenced in attached current & valid *power of attorney*.

Signature of South Dakota Resident Agent

Carl G Anderson
Type Name of South Dakota Resident Agent

P.O. Box 79, Aberdeen, SD 57402-0579
Type Address of South Dakota Resident Agent

(MUST BE ACKNOWLEDGED BY PRINCIPAL AND SURETY ON ATTACHED SHEET.)

STAR INSURANCE COMPANY
GENERAL POWER OF ATTORNEY

SA3138751

NO.

(Void unless numbered in red.)

KNOW ALL MEN BY THESE PRESENTS, that Star Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoint

THOMAS H. FAIRFIELD * TAMARA L. SHINDER OF MINNEAPOLIS, MINNESOTA

its true and lawful attorney-in-fact, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

ALL OBLIGEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ONE MILLION ($1,000,000) DOLLARS.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 7th day of January, 1993.

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute in behalf of the Company bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to affix thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, STAR INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Senior Vice Presidents and attested by the Secretary this 4th day of February 1997.

Attest:

STAR INSURANCE COMPANY

SEAL

By

Michael G. Costello, Secretary

Marc S. Willner, Senior Vice President

STATE OF MICHIGAN: }
} ss.:
COUNTY OF OAKLAND }

On this 4th day of February, 1997, before me personally came Marc S. Willner, to me known, who being by me duly sworn, did depose and say that he is a Senior Vice President of STAR INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

APRIL M. ROBINSON
NOTARY PUBLIC - OAKLAND COUNTY, MI
MY COMMISSION EXPIRES 03/13/99

April M Robinson

NOTARY PUBLIC
My Commission Expires:

CERTIFICATE

I, the undersigned, of STAR INSURANCE COMPANY, a Michigan corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Signed and sealed at the city of Southfield in the State of Michigan. Dated the 1ST day of JULY, 2000

WHETCO, INC

Michael G. Costello, Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK-HOLD AT AN ANGLE TO VIEW. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT, YOU ARE URGED TO CONTACT OUR POWER OF ATTORNEY CUSTODIAN AT 1-800-262-5252.

CSG 00075 Rev. 7/97 6030-Feb 97

STIPULATION REGARDING GRAIN DEALERS LICENSE OF WHEETCO, INC.

This agreement is effective as of April 19, 2001, between Wheetco, Inc., PO Box 668, Groton, South Dakota 57445-0668 and the Staff of the South Dakota Public Utilities Commission, 500 East Capitol Avenue, Pierre, South Dakota 57501.

Whereas, Wheetco, Inc. is duly licensed by the South Dakota Public Utilities Commission (Commission) as a grain dealer. The grain dealers license currently in effect is numbered 1517 and expires at midnight on June 30, 2001; and

Whereas, information furnished to the Commission and its staff indicates that on the 19th day of April, 2001, Wheetco, Inc.'s Chapter 11 case was converted to a Chapter 7 case under the United States Bankruptcy Code.

NOW THEREFORE, based on the facts as recited in this Stipulation and in consideration of the mutual benefits to be derived therefrom, the parties to this Stipulation agree as follows:

1. Wheetco, Inc. will and hereby does voluntarily relinquish its grain dealers license to the Commission, including all rights and benefits bestowed by such license.

2. Wheetco, Inc. is insolvent as described by SDCL 49-45-18

3. Wheetco, Inc. agrees to provide free and open access to all of its records to the Commission or any of its officers or employees.

4. By entering into this Stipulation, the signator on behalf of Wheetco, Inc. represents that he is duly authorized by Wheetco, Inc. to enter into it and act on behalf of Wheetco, Inc.

Dated this 24 ~~day of~~ April, 2001.

Larry Wheeling

Larry Wheeting
President
Wheetco, Inc.

Dated this 27 day of April, 2001.

Bob Knadle

Bob Knadle
Director, Transportation/Warehouse
South Dakota Public Utilities Commission

RECEIVED
APR 27 2001
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

EXHIBIT
6

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF BROWN)

On this 20 day of April, 2001, before me Merle L. Hansen a Notary Public within and for said County and State, personally appeared Larry Wheeting, who acknowledged himself to be the President of Wheetco, Inc., known to me to be the person who is described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same on behalf of Wheetco Inc., as President

Merle L Hansen
Notary Public

My Commission Expires:
10-26-2001
(SEAL)

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF HUGHES)

On this 27th day of April, 2001, before me Mary Giddings, a Notary Public within and for said County and State, personally appeared Bob Knadle, Director, Transportation\Warehouse of the South Dakota Public Utilities Commission, known to me to be the person who is described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as Director, Transportation\Warehouse of the South Dakota Public Utilities Commission.

Mary R Giddings
Notary Public

My Commission Expires:

(SEAL) My Commission Expires January 9, 2007

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AUG 0 2 2001
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH DAKOTA
Northern Division

IN RE:	)	
	)	Bankr. Case No. 00-10188
WHEETCO, INC.,	)	Chapter 7
46-0425923,	)	
	)	ORDER GRANTING SOUTH
Debtor	)	DAKOTA PUBLIC UTILITIES
	)	COMMISSION'S MOTION FOR RELIEF
	)	FROM AUTOMATIC STAY

1. On June 27, 2001, the Commission filed a motion entitled "South Dakota Public Utilities Commission's Motion For Relief From Automatic Stay".

2. On July 11, 2001, the Trustee filed a motion entitled "Trustee's Resistance To Public Utilities Commission Motion For Relief From Stay".

3. On July 30, 2001, a Stipulated Agreement Between South Dakota Public Utilities Commission And William P. Pfeiffer As Trustee was filed with the Clerk of this Court.

4. Per that agreement the Trustee has stipulated that he will withdraw his Resistance To Public Utilities Commission's Motion For Relief From Automatic Stay, filed with this Court on July 11, 2001.

There being no further Motions regarding South Dakota Public Utilities Commission's Motion For Relief From Automatic Stay, and good cause appearing therefore;

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The South Dakota Public Utilities Commission's Motion For Relief From Automatic Stay of 11 U.S.C. Section 362 is GRANTED for the limited purpose of proceeding against any and all applicable bond proceeds posted with the Commission by Star Insurance Company on behalf of the debtor, Wheetco Inc..

65

EXHIBIT 7

2. The Commission does not have relief from the automatic stay to proceed against the $75,000 worth of certificates of deposit in First State Bank of Warner left on deposit as security for 100% of the Company's grain dealer's bond.

3. The Commission is further ORDERED to make reasonable efforts to assist the trustee in obtaining possession of the $75,000 worth of certificates of deposit in First State Bank of Warner left on deposit as security for 100% of the Company's grain dealer's bond.

4. That the debtor and its counsel shall reasonably cooperate with respect to reasonable requests for information from the South Dakota Public Utilities Commission or its counsel.

5. The Trustee's Resistance To Public Utilities Commission Motion For Relief From Stay is hereby Dismissed.

Dated this 1 day of Aug, 2001

Honorable Irvin N. Hoyt
Bankruptcy Judge

ATTEST:
CHARLES L. NAIL, JR., CLERK

BY: Deputy Clerk

UNITED STATES BANKRUPTCY COURT
SEAL

NOTICE OF ENTRY
Under F.R.Bankr.P. 9022(a)
Entered

AUG 0 1 2001

Charles L. Nail, Jr., Clerk
U.S. Bankruptcy Court
District of South Dakota

I hereby certify that a copy of this document was mailed, hand delivered, or faxed this date to the parties on the attached service list.

AUG 0 1 2001

Charles L. Nail, Jr., Clerk
U.S. Bankruptcy Court, District of South Dakota
By

STATE OF SOUTH DAKOTA	)	IN CIRCUIT COURT
	):SS	
COUNTY OF BROWN	)	FIFTH JUDICIAL CIRCUIT
IN THE MATTER OF THE GRAIN DEALER'S BONDS OF WHEETCO, INC.	)	CIV. 01-_____
	)	PETITION TO APPOINT SOUTH DAKOTA PUBLIC UTILITIES COMMISSION AS RECEIVER

Comes now the South Dakota Public Utilities Commission (Commission), an administrative agency of the State of South Dakota, requesting the above Court to appoint it as receiver of Wheetco, Inc., (Wheetco) pursuant to SDCL 49-45-16 and SDCL Chapter 21-21, to take possession of:

> The cash proceeds of the grain dealer's bonds, commencing July 1, 1998, and ending June 30, 1999, and a second bond commencing July 1, 1999, and ending June 30, 2000, and a third bond commencing July 1, 2000, and ending June 30, 2001, through Star Insurance Company, 26600 Telegraph Rd, Suite 300 Southfield, MI and through, Carl G. Anderson, PO Box 579, Aberdeen, SD 57402-0579, the registered agent of the surety.

The purpose of this Receivership will be to determine the merits of claims, subject to the final approval of this Court, against the above stated bonds that have been executed in accordance with applicable law.

In support of its Petition, the Commission states:

1. Wheetco was a licensed grain dealer in the State of South Dakota and possessed a grain dealer's facility with an address of PO Box 668, Groton, SD 57745. A copy of Wheetco's most recent license is attached and incorporated by reference as Exhibit A.

2. Pursuant to SDCL 49-45-9 Wheetco furnished a $75,000 bond for a license as a grain dealer, effective for each of the periods listed above. Copies of those bonds are attached and incorporated by reference as Exhibit B1, B2 and B3, respectively.

3. On September 7, 2000, Wheetco filed for Voluntary Chapter 11 in the U.S. Bankruptcy for the District of South Dakota Northern Division.

4. On September 8, 2000, pursuant to SDCL 49-45-18, notice was sent to the surety in response to Wheetco's filing of a petition in bankruptcy.

5. On April 19, 2001, an Order was entered in the Bankruptcy Court granting the debtor's Motion To Convert Case From Chapter 11 To Chapter 7 By Wheetco, Inc. William Pfeiffer Appointed Trustee.



6. On June 27, 2001, the South Dakota Public Utilities Commission's Motion For Relief From Automatic Stay was filed with the Bankruptcy Court. A copy of that notice is attached as Exhibit C and is incorporated by reference.

7. On August 1, 2001, a Stipulated Agreement Between South Dakota Public Utilities Commission And William Pfeiffer As Bankruptcy Trustee was filed with the Bankruptcy Court. A copy of that stipulation is attached as Exhibit D and is incorporated by reference.

8. On August 1, 2001 an Order Granting South Dakota Public Utilities Commission's Motion For Relief From Automatic Stay was signed by the Bankruptcy Court. A copy of that Order is attached as Exhibit E and incorporated by reference.

9. On June 18, 2001, the Commission received a formal complaint from Miles Bretsch, by way of affidavit, alleging Wheetco failed to pay for grain during the bonding period commencing July 1, 1998, and ending June 30, 1999. That affidavit is attached as Exhibit F and is incorporated by reference.

10. On June 15, 2001, the Commission received a formal complaint from Keith Hainy, by way of affidavit, alleging Wheetco failed to pay for grain during the bonding period commencing July 1, 1999, and ending June 30, 2000. That affidavit is attached as Exhibit G and is incorporated by reference.

11. On June 18, 2001, the Commission received a formal complaint from Gerald Skranstad, by way of affidavit, alleging Wheetco failed to pay for grain during the bonding period commencing July 1, 2000, and ending June 30, 2001. That affidavit is attached as Exhibit H and is incorporated by reference.

12. Pursuant to SDCL 49-45-16 the Commission now petitions this Court to appoint the Commission as a receiver of the proceeds of the bonds posted by Star Insurance Company for the grain dealer's bonds, commencing July 1, 1998, and ending June 30, 1999, a second bond commencing July 1, 1999, and ending June 30, 2000, and a third bond commencing July 1, 2000, and ending June 30, 2001.

13. A receivership created by order of this Court would be for the sole and limited purpose of determining the claims against the grain dealer's bonds. Any funds forwarded to the Commission would be deposited in a FDIC insured and interest bearing bank account in Pierre, South Dakota, pursuant to an Order of this Court and SDCL 21-21-10.

14. Upon being appointed receiver of the proceeds of the bonds, the Commission will place notices in the Groton Dakota Press, the Groton Independent, the Aberdeen American News, and the Sioux Falls Argus Leader, notifying potential claimants in this matter of the right to file a claim with the Commission.

15. The Commission, upon notice to known and potential claimants, will hold a hearing, at a time and place yet to be determined, for claimants to present evidence as to the merits of their claims under the bonds.

16. In accordance with SDCL 21-21-9, the Commission shall submit Proposed Findings of Fact, Conclusions of Law and a Decision, after consideration of all claims and recommendations presented to the Commission, to this Court.

WHEREFORE, the Commission requests that this Court:

(1) Issue an order pursuant to 49-45-16 and SDCL Chapter 21-21 appointing the Commission as receiver over the grain dealer's bonds described in the Petition.

(2) Issue an order requiring Star Insurance Company to pay to the Commission such amounts as may be due under the above-described bonds, as determined by the Commission subject to the final approval of this Court.

(3) Authorize the Commission to act as referee at a hearing for the purposes of determining the valid claims against the bonds and to make a proposal regarding the distribution of monies due under the bonds for this Court's approval.

(4) Waive surety requirements imposed by SDCL 21-21-6 and 21-21-8 because the Commission is an agency of the State of South Dakota and the Commissioners are covered under the state employees' blanket bond pursuant to SDCL 49-1-6.

Dated this 24th day of August, 2001.

Kelly D. Frazier
Special Assistant Attorney General
Public Utilities Commission
500 East Capitol Ave.
Pierre, SD 57501-5070
(605) 773-3201

STATE OF SOUTH DAKOTA	)	IN CIRCUIT COURT
	):SS	
COUNTY OF BROWN	)	FIFTH JUDICIAL CIRCUIT
IN THE MATTER OF THE GRAIN DEALER'S BONDS OF WHEETCO, INC.	)	CIV. 01-807
	) FILED	
	SEP 20 2001	ORDER APPOINTING SOUTH DAKOTA PUBLIC UTILITIES COMMISSION AS RECEIVER
	M.L. KUHFELD BROWN CO. CLERK OF COURTS	
	)	

Having examined the Petition of the South Dakota Public Utilities Commission (Commission) who requests appointment of itself as a receiver of all bond proceeds of Wheetco, Inc., all arguments being heard and considered and upon good cause shown, it is therefore ORDERED:

1. That pursuant to SDCL 49-45-16 and SDCL Chapter 21-21 the Commission is hereby appointed Receiver of the following:

> The cash proceeds of the grain dealer's bonds, commencing July 1, 1998, and ending June 30, 1999, and a second bond commencing July 1, 1999, and ending June 30, 2000, and a third bond commencing July 1, 2000, and ending June 30, 2001, through Star Insurance Company, 26600 Telegraph Rd, Suite 300 Southfield, MI and through, Carl G. Anderson, PO Box 579, Aberdeen, SD 57402-0579, the registered agent of the surety.

2. That the Commission, as Receiver, shall collect all applicable bond proceeds. The Commission shall carry out all duties as the Court may direct in the future.

3. That the bonding company, Star Insurance Company, 26600 Telegraph Road, Ste. 300, Southfield, MI 48034 is hereby directed to pay proceeds of all bonds described in the Petition herein to the Commission as Receiver within 10 days of written notification to do so by the Commission or its legal counsel. Nothing herein shall prejudice Star Insurance Company from raising any defenses it may have in paying any bond proceeds.

4. That the Commission shall collect all of the above bond proceeds, when paid, and deposit the same in an FDIC insured and interest bearing bank account in the City of Pierre, South Dakota.

5. That the Commission shall schedule a hearing for the purpose of making a proposal to this Court regarding the disposition of all bond proceeds mentioned above. The Commission shall give notice to all known potential claimants of this hearing and post the same in a paper of general circulation once a week for two weeks prior to said hearing.

RECEIVED
SEP 27 2001
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

EXHIBIT 9

6. That the Commission is hereby appointed as claims referee to preside at said Hearing to make a proposed decision to the Court regarding which claims are valid and in what amount.

7. That any surety bond required under SDCL Chapter 21-21 is hereby waived because the Commission is an administrative agency of the State of South Dakota and each Commissioner has a surety bond posted pursuant to SDCL 49-1-6.

Dated this 20 day of Sept, 2001

BY THE COURT:

Judge Larry H. Lovrien
Circuit Court Judge

ATTEST:

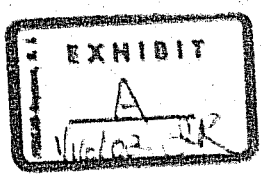
Clerk of Courts

By: _____

(SEAL)

State of South Dakota
County of Brown
I, M. L. Kuhfeld, Clerk of the Circuit Court, do hereby certify that the within and foregoing is a full, true and complete copy of the original instrument, as the same appears on file in this office. The same is in full force and effect.
Dated this 26 day of Sept, 2001
M. L. Kuhfeld
M. L. KUHFELD, Clerk of Courts, Brown County
By Barbara Kayser Deputy

EXHIBIT
A
1/16/02 JR



SUBSCRIPTION AGREEMENT

WHEREAS, Wheetco, Inc. desires to offer certain [illegible] suppliers and other individuals who have accounts owed to them by Wheetco, Inc., the right to subscribe to shares of common stock at the rate of $50.00 per share and to convert the accounts into shares of common stock.

I Arnold Schurr, individually or as authorized representative of Schurrs ~~Farms~~, a subscriber hereby subscribe for 19[illegible]1 shares of common stock of Wheetco, Inc. at the [illegible] price of $50.00 per share payable as follows:

1. The current account owed by Wheetco, Inc. to subscriber in the amount of $ 96,050.00 shall be treated as follows: $ 96,050.00 shall be converted into common voting stock, with the balance of $ zero (-0-) remaining fully payable.

2. This subscription contract is made with the understanding that the voting power of all stockholder meetings is lodged in the holders of common stock.

3. It is expressly agreed that no stock is to be issued to the subscriber until the amount of the subscription and the note given therefore, if any, is paid in full in cash or by conversion and any payment becoming due on the stock hereby subscribed for and any note given therefore if not paid within 30 days after notice that it is due shall at the option of the corporation cause the subscription and any note or notes given heretofore to become null and void, and all payments made on this subscription by subscriber shall become the property of the corporation absolutely as liquidated damages for the failure of the subscriber to carry out this contract.

4. Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder.

5. This subscription contract contains the entire contract between the subscriber and Wheetco, Inc. and no agent or representative of the corporation or any other person has any power to change or alter the terms of the subscription.

6. Subscriber acknowledges that this subscription agreement and the subscriber's interest in the corporation will be subject to the following restriction:

THE SHARES OF STOCK IN WHEETCO, INC. HAVE NOT, NOR WILL BE, REGISTERED OR QUALIFIED UNDER FEDERAL OR STATE SECURITIES LAWS. THE SHARES OF STOCK OF WHEETCO, INC. MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS SO REGISTERED OR QUALIFIED, OR UNLESS AN EXEMPTION FROM REGISTRATION OR QUALIFICATION EXISTS.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year hereinbefore written.

WHEETCO, INC., a corporation,

(CORPORATE SEAL)

By Larry L Heitkamp
Its President

Subscriber

STATE OF SOUTH DAKOTA)
) ss
COUNTY OF BROWN)

On this the 19th day of September, 2000, before me, the undersigned officer, personally appeared Larry L Heit., who acknowledged _____ to be the President of Wheetco, Inc., a corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes contained, by signing the name of the corporation by [illegible] as [illegible].

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Louise Barondeau
Notary Public - South Dakota

My Commission Expires:

Louise Barondeau
Notary Public South Dakota
My Commission Expires 2-10-2005

STATE OF SOUTH DAKOTA)
ss
COUNTY OF BROWN)

On this 19th day of September, 2000, before me, the undersigned officer, personally appeared Arnold Schu, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(SEAL)

Louise Barondeau
Notary Public - South Dakota

My Commission Expires:

Louise Barondeau
Notary Public South Dakota
My Commission Expires 2-10-2005

SUBSCRIPTION AGREEMENT

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FORM

WHEREAS, Wheetco, Inc. desires to offer certain producers, suppliers and other individuals who have accounts owed to them by Wheetco, Inc., the right to subscribe to shares of common stock at the rate of $50.00 per share and to convert the accounts into shares of common stock.

I, Sam Schauer, individually or as authorized representative of Jake Schauer/Schauer, Bros subscriber hereby subscribe for 595 shares of common stock of Wheetco, Inc. at the conversion price of $50.00 per share payable as follows:

1. The current account owed by Wheetco, Inc. to subscriber in the amount of $29,751.42 shall be treated as follows: $29,750 shall be converted into common voting stock, with the balance of $ 1.42 remaining fully payable.

2. This subscription contract is made with the understanding that the voting power of all stockholder meetings is lodged in the holders of common stock.

3. It is expressly agreed that no stock is to be issued to the subscriber until the amount of the subscription and the note given therefore, if any, is paid in full in cash or by conversion and any payment becoming due on the stock hereby subscribed for and any note given therefore if not paid within 30 days after notice that it is due shall at the option of the corporation cause the subscription and any note or notes given heretofore to become null and void, and all payments made on this subscription by subscriber shall become the property of the corporation absolutely as liquidated damages for the failure of the subscriber to carry out this contract.

4. Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder.

5. This subscription contract contains the entire contract between the subscriber and Wheetco, Inc. and no agent or representative of the corporation or any other person has any power to change or alter the terms of the subscription.

6. Subscriber acknowledges that this subscription agreement and the subscriber's interest in the corporation will be subject to the following restriction:

THE SHARES OF STOCK IN WHEETCO, INC. HAVE NOT, NOR WILL BE, REGISTERED OR QUALIFIED UNDER FEDERAL OR STATE SECURITIES LAWS. THE SHARES OF STOCK OF WHEETCO, INC. MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS SO REGISTERED OR QUALIFIED, OR UNLESS AN EXEMPTION FROM REGISTRATION OR QUALIFICATION EXISTS.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year hereinbefore written.

WHEETCO, INC., a ~~corporation~~,

(CORPORATE SEAL)

By Larry Wheeting
Its President

Jake Schauer
Subscriber

By Sam Schauer

STATE OF SOUTH DAKOTA)
) ss
COUNTY OF BROWN)

On this the 18 day of September, 2000, before me, the undersigned officer, personally appeared _____, who acknowledged Larry Wheeting to be the President of Wheetco, Inc., a corporation, and that Wheeting as such President being authorized so to do, executed the foregoing instrument for the purposes contained, by signing the name of the corporation by Larry Wheeting as President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Mara J. Zanter
Notary Public - South Dakota

My Commission Expires:

My commission expires 12-7-2000

STATE OF SOUTH DAKOTA)
ss
COUNTY OF BROWN)

On this 18 day of September, 2000, before me, the undersigned officer, personally appeared Sam Schauer, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that Jake/Sam Schau executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(SEAL)

Nancy J. Zantow
Notary Public - South Dakota

My Commission Expires:

My commission expires 12-7-2000

RECEIVED
FEB 0 5 2002
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

NOTICE OF FRAUD AND FRAUDLENT CONVERSION

To all into whose hands these presents may come, please take notice that:

1. The attached "Subscription Agreement" was issued by Larry Wheeting of Wheetco, Inc. when he did not have any stock to sell, which is clear evidence of fraud.

2. The attached "Subscription Agreement" was issued by Larry Wheeting of Wheetco, Inc. on September 18, 2000 after he filed bankruptcy on September 7, 2000.

3. The attached "Subscription Agreement" is clear evidence of fraudlent conversion since Larry Wheeting did not have authorization from the bankruptcy court to sell stock.

4. The attached "Subscription Agreement" is clear evidence of fraud because the bankruptcy records of Wheetco, Inc. show that Wheetco, Inc. had a negative net worth exceeding $395,000.00 dollars.

5. The attached "Subscription Agreement" is not a binding contract because the bankruptcy records show that neither Larry Wheeting or Wheetco, Inc. had any lawful consideration (stock) to give.

The undersigned Jake Schauer does hereby declare and depose that the above statements are true and correct.

Dated: this 1/ day of Feb., 2002.

GOVERN YOUR ACTIONS ACCORDINGLY

Jake Schauer

Jake Schauer

The above named Jake Schauer being personally made known to me did appear before me and then and there did affix his signature to this document, Dated this 4th day of Feb, 2002.

In witness whereof I hereunto set my hand and official seal.

Dianne Hellekson

Notary Public for the State of South Dakota

My commission expires

DIANNE HELLEKSON
NOTARY PUBLIC
MY COMMISSION EXPIRES:
APRIL 18, 2002

HJ01-003

SIEGEL, BARNETT & SCHUTZ, L.L.P.
ATTORNEYS AT LAW
415 S. MAIN STREET, 400 CAPITOL BUILDING
POST OFFICE BOX 490
ABERDEEN, SOUTH DAKOTA 57402-0490
TELEPHONE (605) 225-5420
FAX (605) 226-1911
[E-mail siegellawabr@midco.net]

RAYMOND M. SCHUTZ
HARVEY C. JEWETT
RORY KING
JEFFREY T. SVEEN
JOSEPH P. BARNETT
PAUL T. BARNETT
REED RASMUSSEN
GREGG C. MAGERA
KATHRYN J. HOSKINS
JULIA M. DVORAK*

*Also Licensed in North Dakota

STAN SIEGEL (1928-1996)
JOSEPH H. BARNETT (1931-1985)
TERENCE A. O'KEEFE (1938-1999)

SIOUX FALLS OFFICE
300 NORTH DAKOTA AVENUE, SUITE 406
P.O. BOX 1286
SIOUX FALLS, SOUTH DAKOTA 57101
TELEPHONE (605) 335-6250
SIOUX FALLS FAX (605) 335-6749
[E-mail: sbslawsf@midco.net]

February 11, 2002

Public Utilities Commission
500 Capitol Building
Pierre, SD 57501

RECEIVED
FEB 13 2002
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: Wheetco, Inc. Matter

Dear Commissioners:

Please be advised that I am writing this letter on behalf of my client, Arnold Schurr, a farmer from the Roscoe, South Dakota area. Over the years both our firm and myself have done miscellaneous work for Mr. Schurr. Arnold has recently explained to me the situation concerning his claim that has been presented to the PUC. He further indicated that on January 16, 2002 he testified at a hearing in front of the PUC to outline his position and request to be covered under the Wheetco, Inc. bond. This letter is intended to clarify that situation and formally present it for consideration by the PUC.

As the Summary of Claims file indicates, Schurrs have filed a Proof of Claim in the amount of $95,601.11 for sunflowers delivered between October 25, 1999 and March 1, 2000. This claim was recommended to be denied by the staff because of a proported payable being converted to stock.

Unfortunately, this transaction never occurred and the actions of representatives on behalf of Wheetco, Inc. appear to have been taken with the intent to misrepresent and deceive Mr. Schurr.

It is my understanding that the PUC was presented with certain exhibits and testimony which proported to show that Mr. Schurr was a stockholder in Wheetco, Inc. Mr. Schurr was never a legal stockholder in Wheetco, Inc. The testimony at Page 27 of the Hearing dated July 7, 2000 indicates, according to the testimony of Mr. Wheeting, that Arnold Schurr was issued stock between January and April of 2000. See attached Exhibit 1.

Attached as Exhibit 2 is a document originally entitled, "Exhibit 14" which proports to show that as of May 31, 2000, Schurrs owned 2,000 shares of stock. This is simply untrue. Mr. Schurr was persuaded to sign a July 5

letter to be offered to the PUC, which indicated that he was an investor. This was supposed to be done, but was not completed by Mr. Wheeting. This again, is simply incorrect, because they never followed through and issued any stock as promised. Mr. Schurr was visited by Mr. Wheeting and Mr. Cody and requested to sign a letter prepared by someone on behalf of Mr. Wheeting to assist Mr. Wheeting in retaining his Dealer's License. Mr. Schurr was told that the only way he would ever get paid the amount that he is owed is if a license was reissued. He was further told that Mr. Wheeting was in the process of obtaining a SBA loan, which would pay Mr. Schurr his money with interest at 10%. He was told that he would get stock. On the basis of those promises, Mr. Schurr signed the pre-drafted letter.

Unfortunately, no actions were taken to ever provide Mr. Schurr with stock until a Subscription Agreement was drafted and signed by Mr. Wheeting and Mr. Schurr on September 19, 2000. See attached Exhibit 3. It is my understanding that this Subscription Agreement was presented to the PUC with the bottom half of Page 2 and all of Page 3 whited out. This was evidently to indicate to the PUC Commission that this action had taken place as was earlier warranted to the Commissioners by Mr. Wheeting. As shown by the actual Subscription Agreement, this document was signed on September 19, 2000, well after the representation was made to the PUC. In addition, I am enclosing a copy of a Promise, which was signed by Mr. Wheeting and Mr. Cody indicating that Wheetco, Inc. will buy back the stock at 10% interest. In other words, if Arnold Schurr signed the Subscription Agreement as they requested they agreed that they would repay him his $95,000.00 due, plus 10% interest out of the proceeds of the SBA loan. Obviously, as we now know, there never was any SBA loan. Additionally, the Subscription Agreement and the Promise to Pay were signed after the debtor had filed Chapter 11. This transaction was never consummated and no shares of stock were ever issued to Mr. Schurr. This agreement was simply invalid due to the manner and time in which it was done without any bankruptcy court approval. Simply put, Mr. Schurr has never received any stock or payment in exchange for the grain which he sold.

It is therefore Mr. Schurr's request that his claim for payment of $95,601.11 for sunflowers be recognized and that he receive his proportionate share of the bond money as similar other unfortunate and trusting farmers are entitled to receive. If there is any additional information which you desire to support Mr. Schurr's contentions, please let me know.

Very truly yours,

JTS:kls
Enclosures

Jeffrey T. Sveen
of SIEGEL, BARNETT & SCHUTZ, L.L.P.

pc w/Encl.: Mr. Arnold Schurr

of this witness.

MS. WIEST: Ms. Cremer, do you have any questions?

MS. CREMER: Yes. Thank you.

CROSS-EXAMINATION

BY MS. CREMER:

Q. Morning, Mr. Wheeting.

A. Good morning.

Q. Just some questions I had from your direct testimony. Ycu talk about stock that was issued between January and April, I believe, that changed your financial picture. Who was that stock sold to?

A. Mr. Schurr, Schurrs, Incorporated, was an investor, Sam Schauer and Jake Schauer.

MR. ROBBENNOLT: If I may, I have a stock register record that I didn't think was going to be necessary to put in as an exhibit. Do you want to do that now?

(EXHIBIT NO. 14 WAS MARKED FOR IDENTIFICATION.)

Q. On Exhibit 6, which is your accounts payable, if those people, any one of those people or more than one were to come forward today or next week and ask to be paid, could you pay them?

A. In today's condition it would be possibly

EXHIBIT 1

Exhib. F- 14

WHEETCO, INC.
STOCK REGISTER
AT 5/31/00

STOCK OWNERSHIP AT 1/31/1999	NO. SHARES	% OWNERSHIP
LARRY WHEETING	11,967	42.73
SHARON WHEETING	10,301	36.80
ADVENTURE'S PLUS	3,332	11.90
BERBOS FARMS	900	3.21
DAYLE LUEDEKE	1,500	5.36
TOTALS	28,000	100.00

SHARES SOLD BETWEEN 1/31/99 AND 5/31/00

D & M GRAIN	600
SCHURR'S	2,000
RAAP	600
SCHAUER'S	1,500
NORTHERN PRAIRIE SEED	808
	5,508
TOTALS	33,508

MAY 31, 2000 STOCK OWNERSHIP

LARRY WHEETING	11,967	35.71%
SHARON WHEETING	10,301	30.74%
ADVENTURE'S PLUS	3,332	9.94%
BERBOS FARMS	900	2.69%
DAYLE LUEDEKE	1,500	4.48%
D & M GRAIN	600	1.79%
SCHURR'S	2,000	5.97%
RAAP	600	1.79%
SCHAUER'S	1,500	4.48%
NORTHERN PRAIRIE SEED	808	2.41%
	33,508	100.00%

EXHIBIT
2



SUBSCRIPTION AGREEMENT

WHEREAS, Wheetco, Inc. desires to offer certain producers, suppliers and other individuals who have accounts owed to them by Wheetco, Inc., the right to subscribe to shares of common stock at the rate of $50.00 per share and to convert the accounts into shares of common stock.

I, Arnold Schurr, individually or as authorized representative of Schurrs ~~Farms~~, a subscriber hereby subscribe for 1921 shares of common stock of Wheetco, Inc. at the conversion price of $50.00 per share payable as follows:

1. The current account owed by Wheetco, Inc. to subscriber in the amount of $ 96,050.00 shall be treated as follows: $ 96,050.00 shall be converted into common voting stock, with the balance of $ zero (-0-) remaining fully payable.

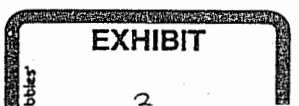
2. This subscription contract is made with the understanding that the voting power of all stockholder meetings is lodged in the holders of common stock.

3. It is expressly agreed that no stock is to be issued to the subscriber until the amount of the subscription and the note given therefore, if any, is paid in full in cash or by conversion and any payment becoming due on the stock hereby subscribed for and any note given therefore if not paid within 30 days after notice that it is due shall at the option of the corporation cause the subscription and any note or notes given heretofore to become null and void, and all payments made on this subscription by subscriber shall become the property of the corporation absolutely as liquidated damages for the failure of the subscriber to carry out this contract.

4. Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder.

5. This subscription contract contains the entire contract between the subscriber and Wheetco, Inc. and no agent or representative of the corporation or any other person has any power to change or alter the terms of the subscription.

6. Subscriber acknowledges that this subscription agreement and the subscriber's interest in the corporation will be subject to the following restriction:



THE SHARES OF STOCK IN WHEETCO, INC. HAVE NOT, NOR WILL BE, REGISTERED OR QUALIFIED UNDER FEDERAL OR STATE SECURITIES LAWS. THE SHARES OF STOCK OF WHEETCO, INC. MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNLESS SO REGISTERED OR QUALIFIED, OR UNLESS AN EXEMPTION FROM REGISTRATION OR QUALIFICATION EXISTS.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year hereinbefore written.

WHEETCO, INC., a corporation,

(CORPORATE SEAL)

By Larry Wheeting
Its President

Subscriber

STATE OF SOUTH DAKOTA)
) ss
COUNTY OF BROWN)

On this the 14th day of September, 2000, before me, the undersigned officer, personally appeared Larry Wheeting, who acknowledged _____ to be the President of Wheetco, Inc., a corporation, and that he, as such President being authorized so to do, executed the foregoing instrument for the purposes contained, by signing the name of the corporation by Signing as President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Louise Barondeau
Notary Public - South Dakota

My Commission Expires:

Louise Barondeau
Notary Public South Dakota
My Commission Expires 2-10-2005

STATE OF SOUTH DAKOTA)
ss
COUNTY OF BROWN)

On this 19th day of September, 2000, before me, the undersigned officer, personally appeared Harold Schr. known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(SEAL)

Louise Barondeau
Notary Public - South Dakot

My Commission Expires:

Louise Barondeau
Notary Public South Dakota
My Commission Expires 2-10-2005

PROOF OF CLAIM FOR CASH GRAIN

GD01-003

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Harlan Eisenbraun, the undersigned, do hereby submit this claim against any grai funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheetco located at Groton S.D.

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

Scale Ticket No.	Date	Kind of Grain	~~Bushels~~ lbs.	Price	Lien Holder (print N/A if no liens)
11217	6-30-00	millet	46,548 lbs	0.0410	First Western Bank
11224	6-30-00	millet	46,671.60	0.0410	First Western Bank

Explanation of Claim:

I had Erikson Farms haul 3 loads of millet to Larry Wheeting in June and July of 2000. I didn't get paid for them and have called him at least 6 times and gone to Groton once to collect but each time he tells me he will pay me next month. He gave me the assembly sheet (which is made out to Erikson Farms but should be in my name) for 2 loads but said He can't find the third. Erikson remembers there being 3 loads and is also looking for the 3rd scale ticket.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Harlan Eisenbraun
Signature of Claimant

March 1, 2002
Date

21362 Creighton Rd.
Street/PO Box

Creighton, S.D. 57790
City/State/Zip

605-457-2692
Telephone

RECEIVED
MAR 01 2002
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Subscribed and sworn to me this 1 day of March 2002

Notary: Sheila Andrees

County of: Pennington

State of: South Dakota

Commission Expires: 09-13-03

My Commission Expires
September 13, 2003

MAR-01-2002 15:11 1ST WESTERN BANK WALL 6052792250 P.02

Page 1

HEETCO
O BOX 668
OTON, SD
57445
05-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

6/30

3125

me: ERIKSON FARMS

ain Type: WHITE MILLET Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
217 6/30/00 56TW	78,700	26,980	51,720	10.00%	5,172.00	0	46,548.00	$0.0410	$1,908.4
224 6/30/00 56TW	80,860	28,420	52,440	11.00%	5,768.40	0	46,671.60		$1,913.5
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
tals	159,560	55,400	104,160		10,940.40	0	93,219.60		$3,822.00

TAL AMOUNT DUE $3,822.004

SS: Deductions
Checkoff
Misc.

FREIGHT TO WHEETCO, GROTON, SD PAID - $1,145.76

T AMOUNT DUE $4,967.764

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. 7498 AMOUNT 568.92 } Freight
PD. CK. NO. 2499 AMOUNT 576.84 }

ONTRACT
ETTLEMENTS
ontract#

Bal
85358.94

Beginning Contract Amount (Lbs/Bu)	0	#/BU
Total Settled Amount	93,219.60	#/BU
Left to be Settled	-93219.6	#/BU

IGNATURE _____

Larry Wheeting, Owner of Wheetco, Date

TOTAL P.02

RECEIVED

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE GRAIN DEALER'S BONDS OF WHEETCO, INC.	)	GD01-003
	)	(CIV. 01-807)
	)	
	)	STAFF'S MOTION TO
	)	REOPEN THE RECORD

Comes now, Kelly D. Frazier, staff attorney for the South Dakota Public Utilities Commission, and hereby MOTIONS the Public Utilities Commission to reopen, for good cause, the above case pursuant to ARSD 20:10:01:27:01 for the purpose of receiving into evidence the claim of Harlan Eisenbraun and revising staff's recommendation on the claim of Erickson Farms. In support of this motion, staff states as follows:

On August 24, 2001, the Public Utilities Commission (Commission) filed with the Fifth Judicial Circuit a Petition to Appoint South Dakota Public Utilities Commission as a receiver of Wheetco, Inc. (Wheetco) pursuant to SDCL 49-45-16 and SDCL Chapter 21-21, to take possession of the cash proceeds of the following grain dealer's bonds: (1) the bond commencing July 1, 1998, and ending June 30, 1999; (2) the bond commencing July 1, 1999, and ending June 30, 2000; and (3) the bond commencing July 1, 2000, and ending June 30, 2001. On September 20, 2001, the Commission was appointed receiver by the Honorable Judge Larry H. Lovrien of the Fifth Judicial Circuit of South Dakota.

A hearing was held on the claims against the bonds as described above on January 16, 2002, beginning at 1:00 p.m., at the Department of Labor Meeting Room, 420 South Roosevelt, Aberdeen, South Dakota. At that hearing staff recommended that Erickson Farms had a valid claim in the amount of $4,175.62. This amount was composed of $3,822 for millet and $353.62 for wheat. It has been brought to staff's attention by Harlan Eisenbraun that the millet was actually his and that Erickson Farms merely performed the trucking service. The company records only listed Erickson Farms on the scale tickets and assembly sheet. Per FAX submitted by Darrel Erickson dated March 5, 2002, (see attached Exhibit 10), Mr. Erickson confirmed that the millet was in fact Mr. Eisenbraun's. Staff has received further documentation from the Company that shows that the wheat claimed by Erickson Farms in their proof of claim for cash grain for scale tickets numbered 10896, 10937, 10957 and 10973 has been paid for by cashier's checks numbered 28997 and 28998, (See attached Exhibit 11), however, company records also show that he is still owed $353.62 for

other deliveries of wheat to the facility, per staff exhibit 3AG. Staff would now recommend that Erickson Farms has a valid claim for $353.62 for wheat.

Harlan Eisenbraun/First Western Bank filed a proof of claim for cash grain with the Commission on March 1, 2002, for $3,822 for millet, delivered on June 30, 2000, by Erickson Farms. (See attached Exhibit 12). The company records would support this amount. Staff recommends that Eisenbraun/First Western Bank has a valid claim in the amount of $3,822 for millet.

Respectfully signed and dated this 5th day of March, 2002.

Kelly Frazier

Kelly D. Frazier
Staff Attorney

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Mary R Gradings

Date: March 5, 2003

(OFFICIAL SEAL)

My Commission Expires
January 9, 2007

My Commission expires on: _____

Atten Bob Knodle - Pub Utilities

Load # 11217 To Wheetco of Groton
11224

ON Assembly # 3125 for Proso Millet

This Proso was credited to Erikson by Mistake - But
Should have been Credited to Harlon Eisenbraun of S. D
The transportation done by Erikson.

Erikson Farms
PO Box 57
Vivian, SD 57576

EXHIBIT
10

6-29-00

WHEETCO, INC. Pd. 7/24 CC # 28997 7466
PO BOX 688 PH: 605-397-8111
GROTON, SD 57445-0688

DATE 6/28/00 78-635/914

PAY TO THE ORDER OF Erikson Farms $ 1974 19

One thousand nine hundred seventy four and 19/100 DOLLARS

FIRST STATE BANK
PO BOX 80
WARNER, SOUTH DAKOTA 57479-0080

PURCHASER'S RECEIPT - RETAIN FOR YOUR RECORDS

FIRST STATE BANK 28997
P.O. BOX 80
WARNER, SOUTH DAKOTA 57479-0080

REMITTER
Wheetco Ck #7566 (6/28)
less $5 collection fee

78-635/914

July 24, 2000

PAYABLE TO Erickson Farms

NOT NEGOTIABLE

1969.19

I969 DOLS I9 CTS

MEMORANDUM

CASHIER'S CHECK

FOR Beverly Graham

⑆091406354⑆ 1203 00090 0⑈
0 0 4 2 0 0

7/5 mail

WHEETCO, INC. Pd. 7/24 CC#28998 7467
PO BOX 688 PH: 605-397-8111
GROTON, SD 57445-0688

DATE 7/5/00 78-635/914

PAY TO THE ORDER OF Erikson Farms $ 1974 19

PURCHASER'S RECEIPT - RETAIN FOR YOUR RECORDS

FIRST STATE BANK 28998
P.O. BOX 80
WARNER, SOUTH DAKOTA 57479-0080

REMITTER
Wheetco Ck #7467 ((7/5/2000)
less $5 collection fee

78-635/914

July 24, 2000

PAYABLE TO Erikson Farms

NOT NEGOTIABLE

1969.19

I969 DOLS I9 CTS

EXHIBIT
11A

MEMORANDUM

CASHIER'S CHECK

FOR Beverly Graham

ASSEMBLY SHEET

3115

WHEETCO
PO BOX 668
OTON, SD
57445
605-397-8111

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

Name: ERIKSON FARMS

Grain Type: WHEAT Check Off (YES) (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb /Bu	Net Price	Total Due
10896 3/22/00	79,890	28,500	51,390	6.00%	3,082.80	0	804.95	$1.2000	3965.9
10937 3/31/00	83,000	25,020	54,980	6.00%	3,298.80	0	861.36		$1,033.3
10957 4/04/00	80,700	28,380	52,320	6.00%	3,139.20	0	819.68		3983.6
10973 4/05/00	79,580	28,240	51,340	6.00%	3,080.40	0	804.33		3955.1
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
Totals	323,160	113,140	210,020		12,601.20	0	3,290.31		$8,948.3

TOTAL AMOUNT DUE $8,948.376

LESS: Deductions
Checkoff
Misc.

NET AMOUNT DUE $8,948.376

PD. CK. NO 14606 AMOUNT $1974.19

PD. CK. NO. 14607 AMOUNT $1974.19

CONTRACT SETTLEMENTS

Contracts

Beginning Contract Amount (Lbs/Bu)	0	#/BU
Total Settled Amount	3,290.31	#/BU
Left to be Settled	-3290.31333	#/BU

SIGNATURE

Larry Wheeting, Owner of Wheetco, Date

EXHIBIT 11B

0162.127.746

PROOF OF CLAIM FOR CASH GRAIN

(GRAIN WHICH IS PRICED OR SOLD AND PAYMENT HAS NOT BEEN MADE)

I, Harlan Eisenbraun, the undersigned, do hereby submit this claim against any grai funds or applicable bond(s) for the following grain which I delivered and sold to a grain dealer named Wheetco located at Groton S.D.

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

Scale Ticket No.	Date	Kind of Grain	~~Bushels~~ lbs.	Price	Lien Holder (print N/A if no liens)
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11224	6-30-00	millet	46,671.60	0.0410	First Western Bank

Explanation of Claim:

I had Erikson Farms haul 3 loads of millet to Larry Wheeting in June and July of 2000. I didn't get paid for them and have called him at least 6 times and gone to Groton once to collect but each time he tells me he will pay me next month. He gave me the assembly sheet (which is made out to Erikson Farms but should be in my name) for 2 loads but said He can't find the third. Erikson remembers there being 3 loads and is also looking for the 3rd scale ticket.

Attached are copies of the above documents which I offer as proof of delivery and evidence of my claim. I submit the above claim and state that it is true under penalty of law.

Harlan Eisenbraun
Signature of Claimant

March 1, 2002
Date

21362 Creighton Rd.
Street/PO Box

Creighton, S.D. 57790
City/State/Zip

605-457-2692
Telephone

RECEIVED
MAR 01 2002
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

Subscribed and sworn to me this 1 day of March 2002

Notary Sheila Andrews

County of: Pennington

State of: South Dakota

EXHIBIT 12A

My Commission Expires September 13, 2003

ABBREVIATE SHEET

Page 1

Pounds Per Std. Bu	
60.00	Wheat
32.00	Oats
56.00	Rye
60.00	Soybeans
56.00	Corn

6/30

3125

HEETCO
) BOX 668
)TON, SD
57445
15-397-8111

me: ERIKSON FARMS

ain Type: WHITE MILLET Check Off (NO) Apply to Contract #

Scale or Ref # Date/Test Wght	Gross Weight	Tare Weight	Net Weight	Dock Percentage	Net Dockage	Moist 0.00%	Net Lb./Bu	Net Price	Total Due
217 6/30/00 56TW	78,700	26,980	51,720	10.00%	5,172.00	0	46,548.00	$0.0410	$1,908.4
224 6/30/00 56TW	80,860	28,420	52,440	11.00%	5,768.40	0	46,671.60		$1,913.5
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.0
	0	0	0	0.00%	0.00	0	0.00		$0.00
tals	159,560	55,400	104,160		10,940.40	0	93,219.60		$3,822.00

TAL AMOUNT DUE $3,822.004

SS: Deductions
Checkoff
Misc. FREIGHT TO WHEETCO, GROTON, SD PAID - $1,145.76

T AMOUNT DUE $4,967.764

PD. CK. NO. _____ AMOUNT _____

PD. CK. NO. 7498 AMOUNT 568.92 } Freight
PD. CK. NO. 7499 AMOUNT 576.84 }

ONTRACT
ETTLEMENTS
ontract#

Bal 85358.94

Beginning Contract Amount (Lbs/Bu)	0	#/BU
Total Settled Amount	93,219.60	#/BU
Left to be Settled	-93219.6	#/BU

GNATURE _____
Larry Wheeting, Owner of Wheetco, Date

EXHIBIT 12B

Wheetco Customer List

WILLIAM PFEIFFER
PO BOX 1585
ABERDEEN SD 57402-1585

JERRY RAAP
RR 1 BOX 50
ANDOVER SD 57422

DENSLEY ZAMBO
41007 150TH ST
CONDE SD 57434

HARLAN EISENBRAUN
21362 CREIGHTON RD
CREIGHTON SD 57790

GARY MEIKLEJOHN
8985 CR 35
DICKEY ND 58431

JAKE SCHAUER
BOX 425
FAITH SD 57626

RIX FARMS
12960 406TH AVE
GROTON SD 57445

OWEN ELSEN
10375 400TH AVE
HECLA SD 57446

DUENWALD BROS
RR 1 BOX 78
HOVEN SD 57450

KSP FARMS - KEVIN SWANSON
41972 121ST ST
LANGFORD SD 57454

CLEM HANDCOCK
HCR 2 BOX 1
LONG VALLEY SD 57547

LEO NABER
35406 HWY 26
ORIENT SD 57406

JOE CAMERON
PO BOX 138
PIERPONT SD 57468

KJERSTAD FARM PARTNERSHIP
23046 QUINN RD
QUINN SD 57775

CARL PETERSON
8047 55TH ST SE
ADRIAN ND 58472

MARK SAUNDERS
14395 HWY 11
CAYUGA ND 58013

MIKE KNOLL JR
40497 152ND ST
CONDE SD 57434

FRED EISENBRAUN
19262 213ST
CREIGHTON SD 57729

GARY TIEGS
9249 102ND ST SE
ELLENDALE ND 58436

MILES BRETSCH
10326 390TH AVE
FREDERICK SD 57441

BERT RAAP
907 N 3RD ST
GROTON SD 57445

JIM FAULSTICH
33795 186TH ST
HIGHMORE SD 57345

NORTH CENTRAL FARMERS ELEVATOI
PO BOX 366
IPSWICH SD 57451

SAM & JAKE SCHAUER
10856 364TH AVE
LEOLA SD 57456

CLARENCE & MABLE WAGNER
BOX 6
MILLER SD 57362

FARMERS OIL CO
PO BOX 19
ORIENT SD 57467-0019

KENT HOLLER
RR 1 BOX 2
PIERPONT SD 57468

RUSS HURLBERT
RR 2 BOX 18
RAYMOND SD 57258-9718

B & L GORMAN
8333 57TH ST SE
ADRIAN ND 58472

ROGER HURLBERT
220 1ST AVE W
CLARK SD 57225

DON HEARNEN
15630 409TH AVE
CONDE SD 57434

KERWYN HOLSING
35948 146TH ST
CRESBARD SD 57435

JOEL DURHEIM
508 N 3RD ST
ELLENDALE ND 58436

FRED WOLKEN
13052 406TH AVE
GROTON SD 57445

WHEETCO INC
PO BOX 668
GROTON SD 57445

HOLYOKE COOP
PO BOX 118
HOLYOKE CO 80734-1429

MYRON DIETERLE
661 22ND ST
KIEF ND 58747

JIM SCHAUER
10856 364TH AVE
LEOLA SD 57456

ROGER VANDERVORST
705 4TH AVE EAST
MOBRIDGE SD 57601

PAOLI FARMERS COOP ELEVATOR
BOX 5649
PAOLI CO 80746

PENCO OF SOUTH DAKOTA
PO BOX 458
PRESHO SD 57568

KH INC
34671 129TH ST
ROSCOE SD 57471

SCHURR FARMS
34671 129TH ST
ROSCOE SD 57741

THOMAS A POKELA
PO BOX 1102
SIOUX FALLS SD 57101

ERIKSON FARMS
PO BOX 57
VIVIAN SD 57576

DALE PATTERSON
18521 228TH ST
WALL SD 57790

FORCON INTERNATIONAL
PO BOX 581
WAYZATA MN 55391-0581

CLARK ROEBER
17889 372ND AVE
ZELL SD 57469

RDZ FARMS
PO BOX 415
SELBY SD 57472

GAYLON GOLDEN
39640 148TH ST
STRATFORD SD 57474

LAZY BS
BOX 442
WALL SD 57790

WARNER COOP
PO BOX 76
WARNER SD 57479

EQUINOX ENTERPRISES
18202 MINNETONKA BLVD, STE 101B
WAYZATA MN 55391

MARK J ARNDT
PO BOX 88738
SIOUX FALLS SD 57109-8738

BOTTOM BROTHERS
18755 375TH AVE
TULARE SD 57476

CLAYTON KJERSTAD
PO BOX 368
WALL SD 57790

DM GRAIN
272 LAKE DR
WATERTOWN SD 57201-5431

WITTEN FEED & GRAIN
PO BOX 6
WITTEN SD 57584-0278



South Dakota
Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

Capitol Office
Telephone (605)773-3201
FAX (605)773-3809

Transportation/
Warehouse Division
Telephone (605)773-5280
FAX (605)773-3225

Consumer Hotline
1-800-332-1782

TTY Through
Relay South Dakota
1-800-877-1113

Internet Website
www.state.sd.us/puc

Jim Burg
Chairman
Pam Nelson
Vice-Chairman
Bob Sahr
Commissioner

Debra Elofson
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Harlan Best
Martin C. Bettmann
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Kelly D. Frazier
Mary Giddings
Mary A. Healy
Lisa Hull
Dave Jacobson
Patti Jennings
Amy Kayser
Bob Knadle
Delaine Kolbo
Gregory A. Rislov
Keith Senger
John Smith
Rolayne Ailts Wiest

April 9, 2002

Ms. MaDonna L. Kuhfeld
Clerk of Courts
P. O. Box 1087
Aberdeen, SD 57402

RE: In the Matter of the Grain Dealer's
Bonds of Wheetco, Inc.
Civ. 01-807

Dear Ms. Kuhfeld:

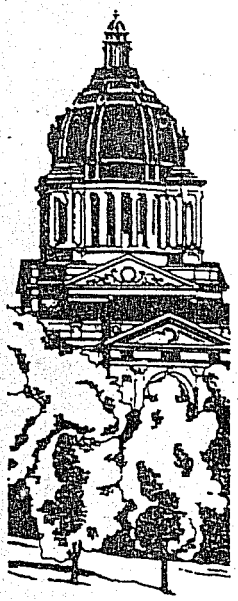
Enclosed for filing you will find original Proposed Findings of Fact and Conclusions of Law and Decision of Receiver and Certificate of Service with reference to the above captioned matter. Also enclosed is our original file.

Very truly yours,

Rolayne Ailts Wiest

Rolayne Ailts Wiest
Special Assistant Attorney General

RAW:dk
Enc.



South Dakota
Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

April 9, 2002

Honorable Larry H. Lovrien
Circuit Court Judge
P. O. Box 1191
Aberdeen, SD 57402

RE: In the Matter of the Grain Dealer's
Bonds of Wheetco, Inc.
Civ. 01-807

Dear Judge Lovrien:

Enclosed you will find original proposed Judgment and Order Approving Proposed Findings of Fact and Conclusions of Law and Decision of Receiver. Also enclosed is a copy of Proposed Findings of Fact and Conclusions of Law and Decision of Receiver with reference to the above captioned matter. If you find the Judgment and Order Approving Proposed Findings of Fact and Conclusions of Law and Decision of Receiver in satisfactory form and content, would you please sign it and hand it to the Clerk for filing.

Thank you.

Very truly yours,

Rolayne Ailts Wiest

Rolayne Ailts Wiest
Special Assistant Attorney General

RAW:dk
Enc.

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Telephone (605)773-3201
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Christopher W. Downs
Terry Emerson
Michele M. Farris
Marlette Fischbach
Heather K. Forney
Kelly D. Frazier
Mary Giddings
Mary A. Healy
Lisa Hull
Dave Jacobson
Patti Jennings
Amy Kayser
Bob Knadle
Delaine Kolbo
Gregory A. Rislov
Keith Senger
John Smith
Rolayne Ailts Wiest



South Dakota
Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

April 9, 2002

TO: All Interested Parties and Entities:

RE: In the Matter of the Grain Dealer's
Bonds of Wheetco, Inc.
Civ. 01-807

Enclosed each of you will find copies of Proposed Findings of Fact and Conclusions of Law and Decision of Receiver and proposed Judgment and Order Approving Proposed Findings of Fact and Conclusions of Law and Decision of Receiver with reference to the above captioned matter. This is intended as service upon you by mail.

Very truly yours,

Rolayne Ailts Wiest

Rolayne Ailts Wiest
Special Assistant Attorney General

RAW:dk
Enc.

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FAX (605)773-3809

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Amy Kayser
Bob Knadle
Delaine Kolbo
Gregory A. Rislov
Keith Senger
John Smith
Rolayne Ailts Wiest

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE GRAIN DEALER'S BONDS OF WHEETCO, INC.	)	PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW AND DECISION OF RECEIVER GD01-003 (Civ. 01-807)

On August 24, 2001, the Public Utilities Commission (Commission) filed with the Fifth Judicial Circuit a Petition to Appoint South Dakota Public Utilities Commission as a receiver of Wheetco, Inc (Wheetco) pursuant to SDCL 49-45-16 and SDCL Chapter 21-21, and to take possession of the cash proceeds of the following grain dealer's bonds: (1) the bond commencing July 1, 1998, and ending June 30, 1999; (2) the bond commencing July 1, 1999, and ending June 30, 2000; and (3) the bond commencing July 1, 2000, and ending June 30, 2001. On September 20, 2001, the Commission was appointed receiver by the Honorable Larry H. Lovrien of the Fifth Judicial Circuit of South Dakota.

Pursuant to the order of the Court, the Commission held a hearing to determine claims against the cash proceeds of the grain dealer's bonds. The hearing was held as scheduled on January 16, 2002, beginning at 1:00 p.m., at the Department of Labor Meeting Room, 420 South Roosevelt, Aberdeen, South Dakota.

On February 5, 2002, Jake Schauer filed a notarized Subscription Agreement with the Commission. On February 13, 2002, the Commission received a letter from attorney Jeffrey Sveen, filed on behalf of Arnold Schurr, concerning the stock Subscription Agreement that was signed by Mr. Schurr. On March 1, 2002, the Commission received a claim from Harlan Eisenbraun stating that he had delivered $3,822.00 of millet to Wheetco on June 30, 2000. On March 5, 2002, the Commission received a Motion to Reopen the Record from Commission Staff. The motion explained that at the hearing held on January 16, 2002, Staff had recommended that Erickson Farms had a valid claim in the amount of $4,175.62, with $3,822.00 for millet and $353.62 for wheat. Following the hearing, Commission Staff learned that the millet was owned by Harlan Eisenbraun and Erickson Farms had merely performed the trucking service. Darrel Erickson confirmed that was the case. Based on further documentation received from Wheetco, Commission Staff stated that Erickson Farms has not been paid for $353.62 for wheat and Harlan Eisenbraun/First Western Bank has a valid claim for $3,822.00 for millet. At its March 28, 2002, meeting, the Commission considered Staff's Motion to Reopen Record. No one objected to the motion. The Commission voted to open the record and received into evidence the claim submitted by Harlan Eisenbraun and the additional documentation submitted by Commission Staff.

At its March 28, 2002, meeting, the Commission considered this matter. The Commission voted to make the following recommendations to circuit court:

1. The Commission does not have jurisdiction to consider the four claims received against the bonds covering July 1, 1995 through June 30, 1998. The Commission only received an appointment from the Court to act as a receiver for the bonds covering July 1, 1998, through June 30, 2001;

2. The Commission disagrees with Staff's position that the claimants who entered into stock Subscription Agreements with Wheetco do not have valid claims against the bond for the amount listed in each Subscription Agreement. The Commission finds that the evidence does not support a finding that these claimants converted their grain payables into common stock. No evidence was presented that, after the parties signed the Subscription Agreement, Wheetco accepted the Agreements and actually issued common stock to the claimants;

3. The Commission also disagrees with the bonding company's argument that D & M Grain is limited to the amount of its written claim submitted prior to the hearing. The Commission finds that the evidence presented at the hearing demonstrates that company records show that D & M Grain is entitled to $1,887.33. The statute cited by the bonding company does not provide that a claim is limited to the written claim submitted prior to the hearing, especially when the evidence presented to the Commission at the hearing shows that the written claim is incorrect;

4. The Commission further disagrees with the bonding company's argument that all of the interest earned on the bonds is the property of the bonding company and must be returned to the company. The Commission finds that when the bond is not sufficient to cover 100% of the claims, the interest earned on the bond money should be distributed on a pro rata basis to the claimants. Thus, the Commission finds that for the bond periods covering July 1, 1999, through June 30, 2001, all interest earned should be distributed on a pro rata basis to the claimants. For the bond period covering July 1, 1998, through June 30, 1999, the interest earned on the bond money shall be distributed to the bonding company since the claimants received 100% of their claims for that bonding period; and

5. Except for its position on the stock Subscription Agreements as stated earlier, the Commission agrees with Staff's recommendations concerning the amount of each claim and the distribution of the bond proceeds. Therefore, the Commission finds that the claims against the bond covering July 1, 1998, through June 30, 1999, should be distributed based on Staff's recommendations regarding the amount and validity of each claim, with all unused bond money and interest earned on that bond returned to the bonding company. For the bond covering July 1, 1999, through June 30, 2000, the Commission first finds that the claim submitted by Harlan Eisenbraun after the hearing is a valid claim. The Commission further finds that the bond money should be distributed based on Staff's recommendations (except for its position on the stock Subscription Agreements as explained earlier) regarding the amount and validity of each claim, on a pro rata basis, including accrued interest. For the bond covering July 1, 2000, through June 30, 2001, the Commission finds that the bond money should be distributed based on Staff's recommendations regarding the amount and validity of each claim, on a pro rata basis, including accrued interest.

Based on the evidence of record, the Commission makes the following proposed findings of fact and conclusions of law:

PROPOSED FINDINGS OF FACT

1. On August 24, 2001, the Commission filed with the Fifth Judicial Circuit a Petition to Appoint South Dakota Public Utilities Commission as a receiver of Wheetco pursuant to SDCL 49-45-16 and

SDCL Chapter 21-21, to take possession of the cash proceeds of the following grain dealer's bonds: (1) the bond commencing July 1, 1998, and ending June 30, 1999; (2) the bond commencing July 1, 1999, and ending June 30, 2000; and (3) the bond commencing July 1, 2000, and ending June 30, 2001. On September 20, 2001, the Commission was appointed receiver by the Honorable Larry H. Lovrien of the Fifth Judicial Circuit of South Dakota.

2. Pursuant to the order of the Court, the Commission held a hearing as scheduled on the claims against the bonds as described above on January 16, 2002, beginning at 1:00 p.m., at the Department of Labor Meeting Room, 420 South Roosevelt, Aberdeen, South Dakota.

3. Although the notice of the hearings only mentioned the bonds covering July 1, 1998, through June 30, 2001, the Commission received four claims concerning transactions made outside that time period. One claim was submitted against the bond for July 1, 1995, through June 30, 1996; two claims were submitted against the bond for July 1, 1996, through June 30, 1997; and one claim was submitted against the bond for July 1, 1997, through June 30, 1998.

CLAIMS AGAINST BONDS FOR JULY 1, 1995 THROUGH JUNE 30, 1998

4. Pursuant to the Court's Order, the Commission finds that it has jurisdiction to receive claims only for the bonds covering July 1, 1998, through June 30, 2001. However, the Commission also notes that Commission Staff reviewed the claims for the earlier bonds and determined that none of the claims would have been valid claims under the bonds in question because the grain concerned deferred payment contracts which are not covered by the bond or the product involved did not fall under the definition of grain. TR. at 20-25. Pursuant to SDCL 49-45-9, a grain dealer's bond "may not benefit any person entering into a voluntary credit sale with a grain dealer." A voluntary credit sale is defined as "a sale of grain or seeds pursuant to which the sale price is to be paid more than thirty days after the delivery or release of the grain for sale, including those contracts commonly referred to as deferred-payment contracts, deferred-pricing contracts and price-later contracts." SDCL 49-45-1.1(5). Thus, deferred payment contracts are statutorily excluded from bond coverage and the claimants entered into deferred payment contracts may not receive any of the bond proceeds. In addition, the definition of grain under SDCL 49-45-1.1(2) excludes "grain that has been cleaned, processed and specifically identified for intended use of planting for reproduction and for which a grain warehouse receipt has not been issued." The Commission further points out that if any of these claimants believe they have a valid claim they may bring an action in circuit court and sue under the bond. See SDCL 49-45-17.

CLAIMS AGAINST BOND FOR JULY 1, 1998, THROUGH JUNE 30, 1999

5. Five claims were submitted against the bond for July 1, 1998, through June 30, 1999.

6. Miles Bretsch submitted a claim for $24,000.00 for sunflowers. Exhibit 1E. Based on company records, Commission Staff submitted documentation supporting $23,778.24. TR. at 25; Exhibit 3Z. The difference is due to the fact that the claimant had estimated his claim. TR. at 25. The Commission finds that the claimant has a valid claim for $23,778.24.

7. Kjerstad Farm Partnership/Stephanie Kjerstad submitted a claim for $18,015.00 of safflowers, which included $2,423.37 for interest. Exhibit 1F. Commission Staff supported an amount of $15,591.63, which excludes the claim for interest. TR. at 26. Commission Staff stated that interest charges are not covered by the bond. Id. The Commission agrees that interest charges are not covered by the bond and finds that the claimant has a valid claim for $15,591.63.

8. Lazy BS, LLP/Stan Anderson submitted a claim for $6,464.00 for sunflowers, which included $964.00 for interest. Exhibit 1G. Commission Staff supported an amount of $5,500.00, which excludes the claim for interest. TR. at 26-27; Exhibit 3AB. The Commission finds that interest charges are not covered by the bond and finds that the claimant has a valid claim for $5,500.00.

9. Gary Tiegs submitted a claim for $8,937.13 for millet. Exhibit 1H. Commission Staff supported this amount. TR. at 27; Exhibit 3AF. The Commission finds that the claimant has a valid claim for $8,937.13.

10. D & M Grain submitted a claim for $1,691.25 for durum, which included an amount of $191.25 for service charges. Exhibit 1I. Commission Staff supported an amount of $1,887.33. TR. at 27-28; Exhibit 3AH. The higher amount is based on company records that showed an amount of $2,010.33, less $123.00 for the claimant's accounts receivable balance. TR. at 27. Commission Staff submitted a letter from Wheetco's Bankruptcy Trustee in which the Trustee agreed to offset the accounts receivable against the accounts payable. Exhibit 3AH. Commission Staff further recommended that the service charges not be recovered from the bond money. TR. at 28. The bonding company objected to the payment of any amount above D & M Grain's claim for $1,691.25 based on SDCL 49-45-19 that states a claim must be in writing. TR. at 103. The Commission disagrees with the bonding company that D & M Grain's written claim filed prior to the hearing limits D & M Grain to the amount listed in the claim. The evidence presented at the hearing demonstrates that company records show that D & M Grain is entitled to $1,887.33. The statute cited by the bonding company does not provide that a claim is limited to the written claim submitted prior to the hearing, especially when the evidence presented to the Commission at the hearing shows that the written claim is incorrect. The Commission finds the claimant has a valid claim for $1,887.33.

11. Based on findings of fact 6 through 10, the Commission finds that the claimants have valid claims totaling $55,694.33 against the $75,000.00 bond for July 1, 1998, through June 30, 1999. The bond money shall be distributed to the claimants in the amounts listed above and the remainder of the bond money, plus accrued interest, shall be returned to the bonding company.

CLAIMS AGAINST BOND FOR JULY 1, 1999, THROUGH JUNE 30, 2000

12. Twenty-four claims were submitted against the bond for July 1, 1999, through June 30, 2000.

13. Bert Raap submitted a claim for $8,957.16 for sunflowers. Exhibit 1B. Commission Staff supported an amount of $26.89. TR. at 29; Exhibit 3A. Commission Staff's recommendation was based on a stock Subscription Agreement entered into between Bert Raap and Wheetco. Id. Commission Staff stated that company records showed that $8,930.27 of the $8,957.16 owed for this bond period was converted to a Subscription Agreement for common stock, leaving $26.89. Id. According to the Subscription Agreement, Bert Raap subscribed to 1,434 shares of common stock of Wheetco at the price of $50.00 per share. Exhibit 3A. The Agreement purported to convert $71,700.00 of the current account of $71,726.89 owed to Bert Raap by Wheetco to common stock. Id. The Commission points out that only $8,957.16 of the $71,726.89 concerned this bonding year. A Subscription Agreement was given to Commission Staff by Larry Wheeting in September of 2000 and was not dated or notarized. TR. at 81. Commission Staff also submitted a Wheetco Stock Register, dated as of May 31, 2000, which stated that 600 shares were sold to Bert Raap between January 31, 2000, and May 31, 2000. Exhibit 3A. The Commission notes that other claimants who entered into stock Subscription Agreements did not actually sign the agreements until September of 2000. See Findings of Fact 17, 19, 38.

14. The Commission finds the Stock Register compiled by Wheetco is clearly not accurate since the Subscription Agreement referred to 1,434 shares and the Stock Register referred to 600 shares. Exhibit 3A. Further, the Commission notes that the Subscription Agreement stated that Wheetco could reject the application before issuance of stock. Exhibit 3A. Pursuant to paragraph 4 of the Subscription Agreement, "Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder." Id. No evidence was presented that, after the parties signed the Subscription Agreement, Wheetco accepted the Agreement and issued common stock to Bert Raap. The Commission finds that the evidence does not support a finding that Bert Raap converted his grain payables into common stock. Thus, the Commission finds the claimant has a valid claim for $8,957.16.

15. North Central Farmers Elevator submitted a claim for $12,768.08 for millet and sunflowers. Exhibit 1J. Commission Staff supported an amount of $12,096.10. TR. at 30; Exhibit 3F. Commission Staff stated the difference in the amounts is due to dockage and a prepaid balance for rye purchased. TR. at 30. The Commission finds that the claimant has a valid claim for $12,096.10.

16. Kent Holler submitted a claim for $3,200.55 for sunflowers. Exhibit 1K. Commission Staff supported an amount of $3,175.02. TR. at 30; Exhibit 3G. The difference in the amounts is due to the sunflower checkoff not being deducted. Id. The Commission finds the claimant has a valid claim for $3,175.02.

17. Sam Schauer submitted a claim for $47,749.93 for sunflowers. Exhibit 1L. Commission Staff supported an amount of $2,488.94. TR. at 30-32; Exhibit 3H. Commission Staff's recommendation was based on a stock Subscription Agreement entered into between Sam Schauer/Schauer, Bros. and Wheetco and an error of $10.99 on an assembly sheet. Id. According to the Subscription Agreement, Sam Schauer/Schauer Bros. subscribed to 905 shares of common stock of Wheetco at the price of $50.00 per share. Exhibit 3H. The agreement purported to convert $45,250.00 of the current account of $47,479.93 owed to Sam Schauer/Schauer Bros. by Wheetco to common stock. Id. A Subscription Agreement was given to Commission Staff by Larry Wheeting in September of 2000 and was not dated or notarized. TR. at 81. Commission Staff also submitted a Wheetco Stock Register, dated as of May 31, 2000, which stated that 1500 shares were sold to the Schauers between January 31, 2000, and May 31, 2000. Exhibit 3H. Sam Schauer testified that he did not sign the Subscription Agreement until September 18, 2000. TR. at 98.

18. The Commission finds the Stock Register compiled by Wheetco is clearly not accurate since Sam Schauer did not enter into the Agreement until September 18, 2000. Exhibit 3H; TR. at 98. Further, the Commission notes that the Subscription Agreement stated that Wheetco could reject the application before issuance of stock. Exhibit 3H. Pursuant to paragraph 4 of the Subscription Agreement, "Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder." Id. No evidence was presented that, after the parties signed the Subscription Agreement, Wheetco accepted the Agreement and issued common stock to Sam Schauer. Sam Schauer stated that there was no stock. TR. at 31. The Commission finds that the evidence does not support a finding that Sam Schauer converted his grain payables into common stock. The Commission also finds there was an error of $10.99 on an assembly sheet. Thus, the Commission finds the claimant has a valid claim for $47,738.94.

19. Jake Schauer submitted a claim for $29,751.42 for sunflowers. Exhibit 1M. Commission Staff supported an amount of $1.42. TR. at 32-33; Exhibit 3I. Commission Staff's recommendation was based on a stock Subscription Agreement entered into between Jake Schauer/Schauer Bros. and

Wheetco. Id. According to the Subscription Agreement, Jake Schauer/Schauer Bros. subscribed to 595 shares of common stock of Wheetco at the price of $50.00 per share. Exhibit 3I. The agreement purported to convert $29,750.00 of the current account of $29,751.42 owed to Jake Schauer/Schauer Bros. by Wheetco to common stock. Id. A Subscription Agreement was given to Commission Staff by Larry Wheeting in September of 2000 and was not dated or notarized. TR. at 81. Commission Staff also submitted a Wheetco Stock Register, dated as of May 31, 2000, which stated that 1500 shares were sold to the Schauers between January 31, 2000, and May 31, 2000. Exhibit 3I. After the hearing, Jake Schauer sent in the dated Subscription Agreement which shows it was notarized and signed on September 18, 2000. Late-filed Exhibit received February 5, 2002. A comparison of the Agreement given to Commission Staff with the Agreement sent in by Jake Schauer shows that the Subscription Agreement given to Commission Staff had the notarized date removed prior to giving the Agreement to Staff. See Exhibit 3I; Late-filed Exhibit received February 5, 2002.

20. The Commission finds that the Stock Register compiled by Wheetco is clearly not accurate since Jake Schauer did not enter into the Agreement until September 18, 2000. Exhibit 3I; Late-filed Exhibit received February 5, 2002. Further, the Commission notes that the Subscription Agreement stated that Wheetco could reject the application before issuance of stock. Exhibit 3I. Pursuant to paragraph 4 of the Subscription Agreement, "Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder." Id. No evidence was presented that, after the parties signed the Subscription Agreement, Wheetco accepted the Agreement and issued common stock to Jake Schauer. The Commission finds that the evidence does not support a finding that Jake Schauer converted his grain payables into common stock. Thus, the Commission finds the claimant has a valid claim for $29,751.42.

21. Jim Schauer submitted a claim for $9,331.60 for sunflowers. Exhibit 1N. Commission Staff supported this amount. TR. at 33. The Commission finds the claimant has a valid claim for $9,331.60.

22. Mike Knoll submitted a claim for $11,613.66 for sunflowers. Exhibit 1Q. Commission Staff supported an amount of $9,613.16. TR. at 33; Exhibit 3L. The difference between the amounts is that Wheetco's records showed that the claimant also had an accounts receivable balance of $2,000.50. Commission Staff submitted a letter from Wheetco's Bankruptcy Trustee in which the Trustee agreed to offset the accounts receivable against the accounts payable. Exhibit 3L. The Commission finds the claimant has a valid claim for $9,613.16.

23. Don Hearnen submitted a claim for $27,793.36 for sunflowers. Exhibit 1P. Commission Staff supported this amount. TR. at 33-35; Exhibit 3M. Commission Staff also pointed out that the claimant had entered into a promissory note with Wheetco stating that the claimant agreed to lend Wheetco $22,857.37, at an interest rate of 10%. TR. at 36; Exhibit 3M. However, Commission Staff also submitted a letter from Wheetco dated October 30, 2000, to the note holders that stated that an exact commencement date on the note payments was not listed and, until confirmation and completion of the loan application was done, no certain date could be listed. TR. at 34; Exhibit 3M. Commission Staff's position was that the letter substantiated a statement made to Staff by Larry Wheeting "that the promissory notes would not be effective unless the financing package was approved." TR. at 34.

24. The Commission finds that there is not clear and convincing evidence that the promissory note constituted a novation. A "novation is made by the substitution of a new obligation between the

same parties, with intent to extinguish the old obligation." SDCL 20-7-6. A review of the promissory note shows that no mention is made that the loan was intended to replace the grain payable amount owed to the claimant. Thus, the Commission finds the claimant has a valid claim for $27,793.36.

25. Merritt Patterson & Sons, Dale Patterson, submitted a claim for $14,845.05 for safflowers. Exhibit 1Q. Commission Staff supported this amount. TR. at 35-36; Exhibit 3O. Commission Staff also pointed out that the claimant had entered into a promissory note with Wheetco stating that the claimant agreed to lend Wheetco $20,184.21. at an interest rate of 10%. TR. at 36; Exhibit 3O. However, Commission Staff also submitted a letter from Wheetco dated October 30, 2000, to the note holders that stated that an exact commencement date on the note payments was not listed and, until confirmation and completion of the loan application was done, no certain date could be listed. TR. at 35-36; Exhibit 3O. Commission Staff's position was that the letter substantiated "Mr. Wheeting's statement that the promissory notes would not be effective unless the financing package was approved." TR. at 36.

26. With respect to the promissory note signed by the claimant, the Commission first points out that the note was not signed by a Wheetco representative. In addition, the Commission finds that there is not clear and convincing evidence that the promissory note constituted a novation. A "novation is made by the substitution of a new obligation between the same parties, with intent to extinguish the old obligation." SDCL 20-7-6. A review of the promissory note shows that no mention is made that the loan was intended to replace the grain payable amount owed to the claimant. Thus, the Commission finds the claimant has a valid claim for $14,845.05.

27. KSP Farms, Inc., Kevin Swanson submitted a claim for $3,573.77 for sunflowers. Exhibit 1R. Commission Staff supported this amount. TR. at 36. The Commission finds the claimant has a valid claim for $3,573.77.

28. Clark Roeber submitted a claim for $15,246.45 for sunflowers. Exhibit 1S. Commission Staff supported this amount. TR. at 36-37. The Commission finds the claimant has a valid claim for $15,246.45.

29. Joel Durheim/First National Bank of Frederick submitted a claim for $6,305.10 for sunflowers. Exhibit 1T. Commission Staff supported this amount. TR. at 37-38. The Commission finds the claimant has a valid claim for $6,305.10.

30. Joe Cameron submitted a claim for $5,038.57 for millet. Exhibit 1U. Commission Staff supported an amount of $3,188.49. TR. at 38; Exhibit 3R. The difference between the amounts is that Wheetco's records showed that the claimant also had an accounts receivable balance of $1,850.08. Id. Commission Staff submitted a letter from Wheetco's Bankruptcy Trustee in which the Trustee agreed to offset the accounts receivable against the accounts payable. Exhibit 3R. The Commission finds the claimant has a valid claim for $3,188.49.

31. Owen Elsen submitted a claim for $9,209.79 for sunflowers. Exhibit 1V. Commission Staff supported an amount of $8,071.29. TR. at 38-39; Exhibit 3T. The difference between the amounts is that Wheetco's records showed that the claimant also had an accounts receivable balance of $1,138.50. Id. Commission Staff submitted a letter from Wheetco's Bankruptcy Trustee in which the Trustee agreed to offset the accounts receivable against the accounts payable. Exhibit 3T. The Commission finds the claimant has a valid claim for $8,071.29.

32. The Bottum Brothers submitted a claim for $14,656.91 for sunflowers. Exhibit 1W. Commission Staff supported this amount. TR. at 39; Exhibit 3U. The Commission finds the claimant has a valid claim for $14,656.91.

33. KH, Inc. submitted a claim for $4,002.11 for sunflowers. Exhibit 1X. Commission Staff supported an amount of $3,950.00. TR. at 39; Exhibit 3V. The difference in the amounts is due to a deduction for the sunflower checkoff and a transfer fee. Id. The Commission finds the claimant has a valid claim for $3,950.00.

34. Witten Feed and Grain submitted a claim for $4,804.80 for milo. Exhibit 1Y. Commission Staff supported an amount of $4,290.49. TR. at 39-40; Exhibit 3W. The difference in the amounts is based on company records which showed $4,290.49 for milo and $511.74 for freight. TR. at 40; Exhibit 3W. Commission Staff recommended that the amount for freight not be included because freight charges are not a valid claim under the bond. TR. at 40. The Commission agrees and finds that the claimant has a valid claim for $4,290 49.

35. Clarence Wagner submitted a claim for $21,095.43 for sunflowers. Exhibit 1Z. Commission Staff supported this amount. TR. at 40. The Commission finds the claimant has a valid claim for $21,095.43.

36. Mark Saunders submitted a claim for $2,262.54 for sunflowers. Exhibit 1AA. Commission Staff supported this amount. TR. at 40. The Commission finds the claimant has a valid claim for $2,262.54.

37. Clem Handcock submitted a claim for $3,005.32, plus interest, for millet. Exhibit 1AB. Commission Staff supported an amount of $3,005.64 based on company records and recommended no interest charges be allowed. TR. at 40-41; Exhibit 3AC. The Commission finds the claimant has a valid claim for $3,005.64

38. The Schurrs submitted a claim for $95,601.11 for sunflowers. Exhibit 1AC. The Schurrs are comprised of Arnold Schurr and his son Steve Schurr. TR. at 89. Commission Staff stated that company records showed an amount of $96,050.00 but recommended that nothing be paid on this claim. TR. at 41-43; Exhibit 3AD. The difference between the Schurrs' claim of $95,601.11 and Staff's amount of $96,050.00 is due to the sunflower checkoff, assembly sheet errors, and a transfer fee. TR. at 41. Commission Staff's recommendation that nothing be paid on the claim was based on a stock Subscription Agreement entered into between the Schurrs and Wheetco. TR. at 41-43. According to the Subscription Agreement, the Schurrs subscribed to 1,921 shares of common stock of Wheetco at the price of $50.00 per share. Exhibit 3AD. The agreement purported to convert $96,050.00 of the current account of $96,050.00 owed to the Schurrs by Wheetco to common stock. Id. The Subscription Agreement was given to Commission Staff by Larry Wheeting in September of 2000 and was not dated or notarized. TR. at 81. Commission Staff also submitted a Wheetco Stock Register, dated as of May 31, 2000, which stated that 2000 shares were sold to the Schurrs between January 31, 2000, and May 31, 2000. Exhibit 3AD. At the hearing, Arnold Schurr submitted a dated Subscription Agreement which shows it was notarized and signed on September 19, 2000. Exhibit A. A comparison of the Agreement given to Commission Staff with the Agreement submitted by Arnold Schurr shows that the Subscription Agreement given to Commission Staff had the notarized date removed prior to giving the Agreement to Staff. See Exhibits 3AD, A.

39. The Commission finds that the Stock Register compiled by Wheetco is clearly not accurate since Arnold Schurr did not enter into the Agreement until September 19, 2000. Exhibit 3AD; Exhibit A.

Further, the Commission notes that the Subscription Agreement stated that Wheetco could reject the application before issuance of stock. Exhibit A. Pursuant to paragraph 4 of the Subscription Agreement, "Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder." Id. No evidence was presented that, after the parties signed the Subscription Agreement, Wheetco accepted the Agreement and issued common stock to the Schurrs. The Commission finds that the evidence does not support a finding that the Schurrs converted their grain payables into common stock. Thus, the Commission finds the claimant has a valid claim for $96,050.00.

40. Rix Farms, Inc. submitted a claim for $62,672.12 for sunflowers, certified Oxen wheat, certified Ignot wheat, certified Russ wheat, and wheat. Exhibit 1AD. Commission Staff supported an amount of $14,495.30. TR. at 43-44; Exhibit 3AE. Commission Staff stated that $14,227.35 of the claim was for certified Oxen wheat, $13,022.67 of the claim was for Ignot wheat, and $20,926.80 of the claim was for Russ wheat. TR. at 43; Exhibit 3AE. Commission Staff stated that the certified wheat is not included in the definition of grain and is therefore not covered by the bond. TR. at 43. The Commission agrees that the certified wheat is not grain as defined by SDCL 49-45-1.1(2) which excludes "grain that has been cleaned, processed and specifically identified for intended use of planting for reproduction and for which a grain warehouse receipt has not been issued."

41. Commission Staff also pointed out that the claimant had entered into a promissory note with Wheetco stating that the claimant agreed to lend Wheetco $60,846.03, at an interest rate of 8%. TR. at 43; Exhibit 3AE. However, Commission Staff also submitted a letter from Wheetco dated October 30, 2000, to the note holders that stated that an exact commencement date on the note payments was not listed and, until confirmation and completion of the loan application was done, no certain date could be listed. TR. at 44; Exhibit 3AE. Commission Staff's position was that the letter substantiated a statement made to Staff by Larry Wheeting "that the promissory notes would not be effective unless the financing package was approved." TR. at 44.

42. The Commission finds that there is not clear and convincing evidence that the promissory note constituted a novation. A "novation is made by the substitution of a new obligation between the same parties, with intent to extinguish the old obligation." SDCL 20-7-6. A review of the promissory note shows that no mention is made that the loan was intended to replace the grain payable amount owed to the claimant. Therefore, the Commission finds the claimant has a valid claim for $14,495.30.

43. Erickson Farms submitted a claim for $4,650.40 for wheat and millet, which included trucking costs. Exhibit 1AE. Commission Staff supported an amount of $4,175.62 which was based on company records that showed $3,822.00 for millet and $353.62 for wheat. TR. at 44-45; Exhibit 3AG. Commission Staff excluded the trucking expenses as not covered by the bond. TR. at 44. On March 1, 2002, the Commission received a claim from Harlan Eisenbraun stating that he had delivered $3,822.00 of millet to Wheetco on June 30, 2000. On March 5, 2002, the Commission received a Motion to Reopen the Record from Commission Staff. The motion explained that at the hearing held on January 16, 2002, Staff had recommended that Erickson Farms had a valid claim in the amount of $4,175.62, with $3,822.00 for millet and $353.62 for wheat. Following the hearing, Commission Staff learned that the millet was owned by Harlan Eisenbraun and Erickson Farms had merely performed the trucking service. Darrel Erickson confirmed that was the case. Late-filed Exhibit 10. Based on further documentation received from Wheetco, Commission Staff stated that Erickson Farms has a valid claim for $353.62 for wheat and Harlan Eisenbraun/First Western Bank has a valid claim for $3,822.00 for millet. Late-filed Exhibits 11A, 11B, 12A, 12B. At its March 28, 2002, meeting, the Commission granted Staff's Motion to Reopen Record. The Commission agrees

with Commission Staff that trucking costs are not covered under the bond and finds that Erickson Farms has a valid claim for $353.62.

44. On March 1, 2002, Harlan Eisenbraun submitted a claim for $3,822.00 of millet. Late-filed Exhibit 12A. As explained in the preceding paragraph, at the hearing, the $3,822.00 of millet was originally thought to have belonged to Erickson Farms. Based on documentation received after the hearing, Commission Staff is now recommending that Harlan Eisenbraun has a valid claim for $3,822.00. Late-filed Exhibits 10, 11A, 11B, 12A, 12B. The Commission agrees and finds the claimant has a valid claim for $3,822.00.

45. D & M Grain submitted a claim for $107,036.12 for sunflowers, oats, and millet, which included $478.00 for service charges. Exhibit 1I. Commission Staff supported an amount of $94,305.29. TR. at 45-46; Exhibit 3AH. The difference in the amounts is due to payments made by Wheetco, the difference in price per pound and per bushel, and an accounts receivable balance for D & M Grain. Id. Commission Staff also recommended denial of recovery of the service charges. TR. at 45-46. The Commission agrees with all of Commission Staff's recommendations and finds the claimant has a valid claim for $94,305.29.

46. Based on findings of fact 13 through 45, the Commission finds that the claimants have valid claims totaling $457,974.13 against the bond for July 1, 1999, through June 30, 2000. The bond money, including accrued interest, shall be distributed to the claimants on a pro rata basis.

CLAIMS AGAINST BOND FOR JULY 1, 2000, THROUGH JUNE 30, 2001

47. Twenty-five claims were submitted against the bond for July 1, 2000, through June 30, 2001.

48. Roger Hurlbert submitted a claim for $4,436.37 for sunflowers. Exhibit 1AF. Commission Staff supported an amount of $4,231.50. TR. at 46-47; Exhibit 3C. The difference in the amounts was due to dockage and the sunflower checkoff. TR. at 46; Exhibit 3C. The Commission finds the claimant has a valid claim for $4,231.50.

49. Russ Hurlbert submitted a claim for $2,957.58 for sunflowers. Exhibit 1AG. Commission Staff supported an amount of $2,821.00. TR. at 47; Exhibit 3D. The difference in amounts is due to dockage and the sunflower checkoff. Id. The Commission finds the claimant has a valid claim for $2,821.00.

50. Gary Meikeljohn submitted a claim for $23,639.64 for sunflowers. Exhibit 1AH. Commission Staff supported an amount of $23,468.64. TR. at 47; Exhibit 3E. The difference in amounts was due to the sunflower checkoff and the number of pounds on scale ticket no. 11370. Id. Commission Staff also pointed out that the claimant had entered into a promissory note with Wheetco stating that the claimant agreed to lend Wheetco $23,468.64, at an interest rate of 10.6%. TR. at 47-48; Exhibit 3E. However, Commission Staff also submitted a letter from Wheetco dated October 30, 2000, to the note holders stated that an exact commencement date on the note payments was not listed and, until confirmation and completion of the loan application was done, no certain date could be listed. TR. at 48; Exhibit 3E. Commission Staff's position was that the letter substantiated a statement made to Staff by Larry Wheeting "that the promissory notes would not be effective unless the financing package was approved." TR. at 48.

51. The Commission finds that there is not clear and convincing evidence that the promissory note constituted a novation. A "novation is made by the substitution of a new obligation between the

same parties, with intent to extinguish the old obligation." SDCL 20-7-6. A review of the promissory note shows that no mention is made that the loan was intended to replace the grain payable amount owed to the claimant. Thus, the Commission finds the claimant has a valid claim for $23,468.64.

52. The Duenwald Brothers/Bank of Hoven submitted a claim for $2,904.18 for sunflowers. Exhibit 1AI. Commission Staff supported this amount. TR. at 48. The Commission finds the claimant has a valid claim for $2,904.18.

53. Warner Co-operative Co. Elevator submitted a claim for $4,431.53 for millet. Exhibit 1AJ. Commission Staff supported this amount. TR. at 48. The Commission finds the claimant has a valid claim for $4,431.53.

54. PENCO of South Dakota submitted a claim for $24,636.20 for sunflowers, which included $4,893.56 for trucking expenses. Exhibit 1AK. Commission Staff supported an amount of $19,742.64 for the sunflowers but recommended denial of the trucking expenses as not covered by the bond. TR. at 49. The Commission agrees and finds the claimant has a valid claim for $19,742.64.

55. Densley Zambo submitted a claim for $8,079.75 for sunflowers. Exhibit 1AL. Commission Staff supported an amount of $7,668.47. TR. at 49; Exhibit 3J. The difference in the amounts is due to dockage and the sunflower checkoff. Id. The Commission finds the claimant has a valid claim for $7,668.47.

56. Holyoke Coop Association submitted a claim for $17,315.65 for millet. Exhibit 1AM. Commission Staff supported an amount of $12,477.73. TR. at 49-50; Exhibit 3K. The difference between the amounts is that Wheetco's records showed that the claimant also had an accounts receivable balance of $4,837.92. Id. Commission Staff submitted a letter from Wheetco's Bankruptcy Trustee in which the Trustee agreed to offset the accounts receivable against the accounts payable. Exhibit 3K. The Commission finds the claimant has a valid claim for $12,477.73.

57. Fred Eisenbraun/First Western Bank submitted a claim for $5,820.00 for safflowers. Exhibit 1AN. Commission Staff supported an amount of $5,659.15. TR. at 50; Exhibit 3N. The difference in the amounts is due to dockage and the safflower checkoff. Id. The Commission finds the claimant has a valid claim for $5,659.15.

58. RDZ Farms, Inc. submitted a claim for $6,138.31 for millet. Exhibit 1AQ. Commission Staff supported this amount. TR. at 50. The Commission finds the claimant has a valid claim for $6,138.31.

59. Merritt Patterson & Sons/Dale Patterson submitted a claim for $5,339.17 for safflowers. Exhibit 1Q. Commission Staff supported this amount. TR. at 51-52; Exhibit 3O. Commission Staff also pointed out that the claimant had entered into a promissory note with Wheetco stating that the claimant agreed to lend Wheetco $20,184.21. TR. at 51; Exhibit 3O. However, Commission Staff also submitted a letter from Wheetco dated October 30, 2000, to the note holders that stated that an exact commencement date on the note payments was not listed and, until confirmation and completion of the loan application was done, no certain date could be listed. TR. at 34; Exhibit 3O. Commission Staff's position was that the letter substantiated a statement made to Staff by Larry Wheeting "that the promissory notes would not be effective unless the financing package was approved." TR. at 51.

60. With respect to the promissory note, the Commission first points out that the note was not signed by a Wheetco representative. In addition, the Commission finds that there is not clear and convincing evidence that the promissory note constituted a novation. A "novation is made by the substitution of a new obligation between the same parties, with intent to extinguish the old obligation." SDCL 20-7-6. A review of the promissory note shows that no mention is made that the loan was intended to replace the grain payable amount owed to the claimant. Thus, the Commission finds the claimant has a valid claim for $5,339.17.

61. Gaylon Goldin submitted a claim for $4,782.81 for sunflowers. Exhibit 1AP. Commission Staff supported this amount. TR. at 52. The Commission finds the claimant has a valid claim for $4,782.81.

62. Paoli Farmers Coop Elevator Co. submitted a claim for $3,190.80 for red millet. Exhibit 1AQ. Commission Staff supported this amount. TR. at 52; Exhibit 3S. The Commission finds the claimant has a valid claim for $3,190.80.

63. B & L Gorman/First Bank of Gackle submitted a claim for $14,283.20 for sunflowers. Exhibit 1AR. Commission Staff supported this amount. TR. at 52-53. The Commission finds the claimant has a valid claim for $14,283.20.

64. Carl Peterson submitted a claim for $3,076.16 for sunflowers. Exhibit 1AS. Commission Staff supported this amount. TR. at 53. The Commission finds the claimant has a valid claim for $3,076.16.

65. Leo Naber submitted a claim for $6,575.56 for millet. Exhibit 1AT. Commission Staff supported this amount. TR. at 53. The Commission finds the claimant has a valid claim for $6,575.56.

66. Roger Vandervorste submitted a claim for $29,511.49 for sunflowers. Exhibit 1AU. Commission Staff supported this amount. TR. at 53-54; Exhibit 3P. Commission Staff also pointed out that the claimant had entered into a promissory note with Wheetco stating that the claimant agreed to lend Wheetco $29,511.49, at an interest rate of 10%. TR. at 53; Exhibit 3P. However, Commission Staff also submitted a letter from Wheetco dated October 30, 2000, to the note holders that stated that an exact commencement date on the note payments was not listed and, until confirmation and completion of the loan application was done, no certain date could be listed. TR. at 54; Exhibit 3P. Commission Staff's position was that the letter substantiated a statement made to Staff by Larry "that the promissory notes would not be effective unless the financing package was approved." TR. at 54.

67. The Commission finds that there is not clear and convincing evidence that the promissory note constituted a novation. A "novation is made by the substitution of a new obligation between the same parties, with intent to extinguish the old obligation." SDCL 20-7-6. A review of the promissory note shows that no mention is made that the loan was intended to replace the grain payable amount owed to the claimant. Thus, the Commission finds the claimant has a valid claim for $29,511.49.

68. Jim Faulstich/American State Bank of Pierre submitted a claim for $15,599.82 for sunflowers. Exhibit 1AV. Commission Staff supported an amount of $11,843.27. TR. at 54-55; Exhibit 3Q. The difference in the amounts is based on Wheetco records that showed a check for $3,756.55 had been paid to the claimant and had cleared the bank. Id. The Commission finds the claimant has a valid claim for $11,843.27.

69. Joe Cameron submitted a claim for $7,884.80 for millet. Exhibit 1U. Commission Staff supported an amount of $4,293.23. TR. at 55; Exhibit 3R. The difference in the amounts is due to dockage, price per pound, and additional scale tickets. Id. In addition, Wheetco's records showed that the claimant also had an accounts receivable balance of $3,962.40. Id. Commission Staff submitted a letter from Wheetco's Bankruptcy Trustee in which the Trustee agreed to offset the accounts receivable against the accounts payable. Exhibit 3R. The Commission finds the claimant has a valid claim for $4,293.23.

70. Clayton Kjerstad submitted a claim for $19,536.80 for millet, which included $800.00 for trucking expenses. Exhibit 1AW. Commission Staff supported an amount of $12,118.15. TR. at 55-56; Exhibit 3AJ. The difference in the amounts is due to dockage, a price difference, and that company records showed that one of the scale tickets had been paid. Id. In addition, Commission Staff recommended that the trucking expenses not be allowed because those expenses are not covered by the bond. TR. at 56. The Commission agrees and finds the claimant has a valid claim for $12,118.15.

71. Farmers Oil Company submitted a claim for $5,340.37 for sunflowers. Exhibit 1AX. Commission Staff supported an amount of $5,072.25. TR. at 56; Exhibit 3X. The difference in amounts is due to dockage and minor weight differences. Id. The Commission finds that the claimant has a valid claim for $5,072.25.

72. Kerwyn Holsing submitted a claim for $5,230.62 for sunflowers. Exhibit 1AY. Commission Staff supported this amount. TR. at 56. The Commission finds that the claimant has a valid claim for $5,230.62.

73. Myron Dieterle submitted a claim for $8,930.85 for sunflowers. Exhibit 1AZ. Commission Staff supported an amount of $8,863.65. TR. at 57; Exhibit 3Y. The difference in amounts is due to the sunflower checkoff and dockage. Id. The Commission finds the claimant has a valid claim for $8,863.65.

74. Equinox Enterprises submitted a claim for $5,885.98 for millet, which included a deduction for an accounts receivable balance. Exhibit 1BA. Commission Staff supported this amount. TR. at 57; Exhibit 3AA. Wheetco's records confirmed that the claimant had an accounts receivable balance of $4,085.76. Id. Commission Staff submitted a letter from Wheetco's Bankruptcy Trustee in which the Trustee agreed to offset the accounts receivable against the accounts payable. Exhibit 3AA. The Commission finds the claimant has a valid claim for $5,885.98.

75. Clem Handcock submitted a claim for $23,845.90, plus interest, for millet. Exhibit 1AB. Commission Staff supported an amount of $23,833.22. TR. at 57-58; Exhibit 3AC. The difference in the amounts is due to the claimant's inclusion of freight and storage charges, plus minor differences in the price and balances on some of the assembly sheets. Id. Commission Staff recommended that recovery of freight and storage charges and the request for interest charges be denied. TR. at 58. The Commission agrees and finds the claimant has a valid claim for $23,833.22.

76. Based on findings of fact 48 through 75, the Commission finds that the claimants have valid claims totaling $233,442.71 against the $75,000.00 bond for July 1, 2000, through June 30, 2001. The bond money, including any accrued interest, shall be distributed to the claimants on a pro rata basis.

INTEREST ON BOND MONEY

77. Commission Staff stated that all the interest earned on the bond money should be distributed on a pro rata basis to the claimants. TR. at 61-62. The bonding company's position was that any interest earned was the property of the bonding company and should be returned to the company. TR. at 104-105. The Commission disagrees with the bonding company's position. As a general rule, "[a]ny profit or benefit accruing from [a receiver's] management of or dealings with the property committed to [the receiver's] charge must inure to the trust estate." 75 C.J.S. Receivers § 182(a). Thus, the Commission finds that for the bond periods covering July 1, 1999, through June 30, 2001, all interest earned should be distributed on a pro rata basis to the claimants. For the bond period covering July 1, 1998, through June 30, 1999, the interest earned on the bond money shall be distributed to the bonding company.

PROPOSED CONCLUSIONS OF LAW

1. The Court has jurisdiction over this matter pursuant to SDCL 49-45-16, and SDCL Chapter 21-21.

2. The Commission has jurisdiction over this matter as a receiver appointed by the Court pursuant to SDCL Chapter 21-21, and SDCL Chapter 49-45, specifically 49-45-16.

3. The Commission does not have jurisdiction to consider the four claims received against the bonds covering July 1, 1995 through June 30, 1998. The Commission only received an appointment from the Court to act as a receiver for the bonds covering July 1, 1998, through June 30, 2001.

4. With respect to the promissory notes entered into between some of the claimants and Wheetco, the Commission finds that there is not clear and convincing evidence that the promissory note constituted a novation. A "novation is made by the substitution of a new obligation between the same parties, with intent to extinguish the old obligation." SDCL 20-7-6. The "[e]ssential elements of novation are: (1) a previous valid obligation, (2) agreement of all parties to the substitution under a new contract based on sufficient consideration, (3) extinguishment of the old contract, and (4) the validity of the new contract." Haggar v. Olfert, 387 N.W. 2d 45, 50 (S.D. 1986). Clear and convincing evidence is needed in order to find a novation. Id. A review of the promissory note shows that no mention is made that the loan was intended to replace the grain payable amount owed to the claimant.

5. Similarly, with respect to the stock Subscription Agreements, the Commission finds that the evidence does not support a finding that the claimants who signed stock Subscription Agreements converted their grain payables into common stock. The Commission finds that the Stock Register compiled by Wheetco which purported to reflect stockholders through May 31, 2000, is clearly not accurate given the Subscription Agreements entered into the record by some of the claimants which showed that the Agreements were not signed until September of 2000. See Exhibit 3AD; Exhibit A. Further, the Commission notes that the Subscription Agreement stated that Wheetco could reject the application before issuance of stock. Exhibit A. Pursuant to paragraph 4 of the Subscription Agreement, "Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder." Id. No evidence was presented that, after the parties signed the Subscription Agreement, Wheetco accepted the Agreement and issued common stock to the claimants.

6. The Commission rejects the bonding company's claim that a claimant may not receive any amount above his written claim which is submitted prior to the hearing. The evidence presented at the hearing demonstrates that company records show that D & M Grain is entitled to $1,887.33. The statute cited by the bonding company, SDCL 49-45-19, does not provide that a claim is limited to the written claim submitted prior to the hearing, especially when the evidence presented to the Commission at the hearing shows that the written claim is incorrect.

7. The Commission finds that when the bond is not sufficient to cover 100% of the claims, the interest earned on the bond money should be distributed on a pro rata basis to the claimants. The Commission disagrees with the bonding company's position that any interest earned was the property of the bonding company and must be returned to the company. As a general rule, "[a]ny profit or benefit accruing from [a receiver's] management of or dealings with the property committed to [the receiver's] charge must inure to the trust estate." 75 C.J.S. Receivers § 182(a). Further, the Commission points out that the Commission was given the authority to invest the bond proceeds in an interest bearing account. "A receiver who has on hand such a sum of money belonging to the estate that if it were his own he would invest it, has been held to have the duty to ask leave of the court to invest it, and to try, in good faith, to keep it invested for the benefit of the persons ultimately entitled." Id. at § 173 (emphasis added). Thus, the Commission finds that for the bond periods covering July 1, 1999, through June 30, 2001, all interest earned should be distributed on a pro rata basis to the claimants. For the bond period covering July 1, 1998, through June 30, 1999, the interest earned on the bond money shall be distributed to the bonding company since the claimants received 100% of their claims.

8. All of the above claims found valid by the Commission in findings of fact 6-10 are legitimate claims on the proceeds of the $75,000.00 grain dealer's bond, commencing July 1, 1998, and ending June 30, 1999. All such claims shall be paid out of the proceeds of the bond. The remaining bond money shall be returned to the bonding company, along with accrued interest.

9. All of the above claims found valid by the Commission in findings of fact 13-45 are legitimate claims on the proceeds of the $75,000.00 grain dealer's bond, commencing July 1, 1999, and ending June 30, 2000. All such claims shall be paid out of the proceeds of the bond, along with accrued interest.

10. All of the above claims found valid by the Commission in findings of fact 48-75 are legitimate claims on the proceeds of the $75,000.00 grain dealer's bond, commencing July 1, 2000, and ending June 30, 2001. All such claims shall be paid out of the proceeds of the bond, along with accrued interest.

It is therefore

ORDERED, that if these findings of fact and conclusions of law are accepted by the Court, the Commission, as receiver, shall pay the above claims from the grain dealer's bonds in the amounts listed above. Accumulated interest on the grain dealer's bonds for the bonding period of July 1, 1999, through June 30, 2001, shall be distributed on a pro rata basis to the eligible claimants of the bond proceeds. Accumulated interest on the grain dealer's bond for the bonding period of July 1, 1998 through June 30, 1999, and all remaining bond proceeds shall be distributed to the bonding company.

Dated at Pierre, South Dakota, this 4th day of April, 2002.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Delaine Kolbo

Date: 4/9/02

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

JAMES A. BURG, Chairman

PAM NELSON, Commissioner

ROBERT K. SAHR, Commissioner

STATE OF SOUTH DAKOTA	)	IN CIRCUIT COURT
	) SS	
COUNTY OF BROWN	)	FIFTH JUDICIAL CIRCUIT
IN THE MATTER OF THE GRAIN DEALER'S BONDS OF WHEETCO, INC.	)	CIV. 01-807
	)	JUDGMENT AND
	)	ORDER APPROVING PROPOSED
	)	FINDINGS OF FACT AND
	)	CONCLUSIONS OF LAW AND
	)	DECISION OF RECEIVER

PROCEDURAL HISTORY

This action comes before the Court upon petition of the South Dakota Public Utilities Commission (Commission) to be appointed as a receiver of Wheetco, Inc. (Wheetco) pursuant to SDCL 49-45-16 and SDCL Chapter 21-21, and to take possession of the cash proceeds of the following grain dealer's bonds: (1) the bond commencing July 1, 1998, and ending June 30, 1999; (2) the bond commencing July 1, 1999, and ending June 30, 2000; and (3) the bond commencing July 1, 2000, and ending June 30, 2001. On September 20, 2001, the Commission was appointed receiver.

Pursuant to the order of the Court, the Commission held a hearing to determine claims against the cash proceeds of the grain dealer's bonds. The hearing was held as scheduled on January 16, 2002, beginning at 1:00 p.m., at the Department of Labor Meeting Room, 420 South Roosevelt, Aberdeen, South Dakota.

On February 5, 2002, Jake Schauer filed a notarized Subscription Agreement with the Commission. On February 13, 2002, the Commission received a letter from attorney Jeffrey Sveen, filed on behalf of Arnold Schurr, concerning the stock Subscription Agreement that was signed by Mr. Schurr. On March 1, 2002, the Commission received a claim from Harlan Eisenbraun stating that he had delivered $3,822.00 of millet to Wheetco on June 30, 2000. On March 5, 2002, the Commission received a Motion to Reopen the Record from Commission Staff. The motion explained that at the hearing held on January 16, 2002, Staff had recommended that Erickson Farms had a valid claim in the amount of $4,175.62, with $3,822.00 for millet and $353.62 for wheat. Following the hearing, Commission Staff learned that the millet was owned by Harlan Eisenbraun and Erickson Farms had merely performed the trucking service. Darrel Erickson confirmed that was the case. Based on further documentation received from Wheetco, Commission Staff stated that Erickson Farms has not been paid for $353.62 for wheat and Harlan Eisenbraun/First Western Bank has a valid claim for $3,822.00 for millet. At its March 28, 2002, meeting, the Commission considered Staff's Motion to Reopen Record. No one objected to the motion. The Commission voted to open the record and received into evidence the claim submitted by Harlan Eisenbraun and the additional documentation submitted by Commission Staff.

At its March 28, 2002, meeting, the Commission considered this matter. The Commission voted to make the following recommendations to circuit court:

1. The Commission does not have jurisdiction to consider the four claims received against the bonds covering July 1, 1995 through June 30, 1998. The Commission only received an appointment from the Court to act as a receiver for the bonds covering July 1, 1998, through June 30, 2001;

2. The Commission disagrees with Staff's position that the claimants who entered into stock Subscription Agreements with Wheetco do not have valid claims against the bond for the amount listed in each Subscription Agreement. The Commission finds that the evidence does not support a finding that these claimants converted their grain payables into common stock. No evidence was presented that, after the parties signed the Subscription Agreement, Wheetco accepted the Agreements and actually issued common stock to the claimants;

3. The Commission also disagrees with the bonding company's argument that D & M Grain is limited to the amount of its written claim submitted prior to the hearing. The Commission finds that the evidence presented at the hearing demonstrates that company records show that D & M Grain is entitled to $1,887.33. The statute cited by the bonding company does not provide that a claim is limited to the written claim submitted prior to the hearing, especially when the evidence presented to the Commission at the hearing shows that the written claim is incorrect;

4. The Commission further disagrees with the bonding company's argument that all of the interest earned on the bonds is the property of the bonding company and must be returned to the company. The Commission finds that when the bond is not sufficient to cover 100% of the claims, the interest earned on the bond money should be distributed on a pro rata basis to the claimants. Thus, the Commission finds that for the bond periods covering July 1, 1999, through June 30, 2001, all interest earned should be distributed on a pro rata basis to the claimants. For the bond period covering July 1, 1998, through June 30, 1999, the interest earned on the bond money shall be distributed to the bonding company since the claimants received 100% of their claims for that bonding period; and

5. Except for its position on the stock Subscription Agreements as stated earlier, the Commission agrees with Staff's recommendations concerning the amount of each claim and the distribution of the bond proceeds. Therefore, the Commission finds that the claims against the bond covering July 1, 1998, through June 30, 1999, should be distributed based on Staff's recommendations regarding the amount and validity of each claim, with all unused bond money and interest earned on that bond returned to the bonding company. For the bond covering July 1, 1999, through June 30, 2000, the Commission first finds that the claim submitted by Harlan Eisenbraun after the hearing is a valid claim. The Commission further finds that the bond money should be distributed based on Staff's recommendations (except for its position on the stock Subscription Agreements as explained earlier) regarding the amount and validity of each claim, on a pro rata basis, including accrued interest. For the bond covering July 1, 2000, through June 30, 2001, the Commission finds that the bond money should be distributed based on Staff's recommendations regarding the amount and validity of each claim, on a pro rata basis, including accrued interest.

The Commission submitted its proposed decision to this Court. The Commission made the following proposed findings of fact and conclusions of law:

FINDINGS OF FACT

1. On August 24, 2001, the Commission filed with the Fifth Judicial Circuit a Petition to Appoint South Dakota Public Utilities Commission as a receiver of Wheetco pursuant to SDCL 49-45-16 and

SDCL Chapter 21-21, to take possession of the cash proceeds of the following grain dealer's bonds: (1) the bond commencing July 1, 1998, and ending June 30, 1999; (2) the bond commencing July 1, 1999, and ending June 30, 2000; and (3) the bond commencing July 1, 2000, and ending June 30, 2001. On September 20, 2001, the Commission was appointed receiver by the Honorable Larry H. Lovrien of the Fifth Judicial Circuit of South Dakota.

2. Pursuant to the order of the Court, the Commission held a hearing as scheduled on the claims against the bonds as described above on January 16, 2002, beginning at 1:00 p.m., at the Department of Labor Meeting Room, 420 South Roosevelt, Aberdeen, South Dakota.

3. Although the notice of the hearings only mentioned the bonds covering July 1, 1998, through June 30, 2001, the Commission received four claims concerning transactions made outside that time period. One claim was submitted against the bond for July 1, 1995, through June 30, 1996; two claims were submitted against the bond for July 1, 1996, through June 30, 1997; and one claim was submitted against the bond for July 1, 1997, through June 30, 1998.

CLAIMS AGAINST BONDS FOR JULY 1, 1995 THROUGH JUNE 30, 1998

4. Pursuant to the Court's Order, the Commission finds that it has jurisdiction to receive claims only for the bonds covering July 1, 1998, through June 30, 2001. However, the Commission also notes that Commission Staff reviewed the claims for the earlier bonds and determined that none of the claims would have been valid claims under the bonds in question because the grain concerned deferred payment contracts which are not covered by the bond or the product involved did not fall under the definition of grain. TR. at 20-25. Pursuant to SDCL 49-45-9, a grain dealer's bond "may not benefit any person entering into a voluntary credit sale with a grain dealer." A voluntary credit sale is defined as "a sale of grain or seeds pursuant to which the sale price is to be paid more than thirty days after the delivery or release of the grain for sale, including those contracts commonly referred to as deferred-payment contracts, deferred-pricing contracts and price-later contracts." SDCL 49-45-1.1(5). Thus, deferred payment contracts are statutorily excluded from bond coverage and the claimants entered into deferred payment contracts may not receive any of the bond proceeds. In addition, the definition of grain under SDCL 49-45-1.1(2) excludes "grain that has been cleaned, processed and specifically identified for intended use of planting for reproduction and for which a grain warehouse receipt has not been issued." The Commission further points out that if any of these claimants believe they have a valid claim they may bring an action in circuit court and sue under the bond. See SDCL 49-45-17.

CLAIMS AGAINST BOND FOR JULY 1, 1998, THROUGH JUNE 30, 1999

5. Five claims were submitted against the bond for July 1, 1998, through June 30, 1999.

6. Miles Bretsch submitted a claim for $24,000.00 for sunflowers. Exhibit 1E. Based on company records, Commission Staff submitted documentation supporting $23,778.24. TR. at 25; Exhibit 3Z. The difference is due to the fact that the claimant had estimated his claim. TR. at 25. The Commission finds that the claimant has a valid claim for $23,778.24.

7. Kjerstad Farm Partnership/Stephanie Kjerstad submitted a claim for $18,015.00 of safflowers, which included $2,423.37 for interest. Exhibit 1F. Commission Staff supported an amount of $15,591.63, which excludes the claim for interest. TR. at 26. Commission Staff stated that interest charges are not covered by the bond. Id. The Commission agrees that interest charges are not covered by the bond and finds that the claimant has a valid claim for $15,591.63.

8. Lazy BS, LLP/Stan Anderson submitted a claim for $6,464.00 for sunflowers, which included $964.00 for interest. Exhibit 1G. Commission Staff supported an amount of $5,500.00, which excludes the claim for interest. TR. at 26-27; Exhibit 3AB. The Commission finds that interest charges are not covered by the bond and finds that the claimant has a valid claim for $5,500.00.

9. Gary Tiegs submitted a claim for $8,937.13 for millet. Exhibit 1H. Commission Staff supported this amount. TR. at 27; Exhibit 3AF. The Commission finds that the claimant has a valid claim for $8,937.13.

10. D & M Grain submitted a claim for $1,691.25 for durum, which included an amount of $191.25 for service charges. Exhibit 1I. Commission Staff supported an amount of $1,887.33. TR. at 27-28; Exhibit 3AH. The higher amount is based on company records that showed an amount of $2,010.33, less $123.00 for the claimant's accounts receivable balance. TR. at 27. Commission Staff submitted a letter from Wheetco's Bankruptcy Trustee in which the Trustee agreed to offset the accounts receivable against the accounts payable. Exhibit 3AH. Commission Staff further recommended that the service charges not be recovered from the bond money. TR. at 28. The bonding company objected to the payment of any amount above D & M Grain's claim for $1,691.25 based on SDCL 49-45-19 that states a claim must be in writing. TR. at 103. The Commission disagrees with the bonding company that D & M Grain's written claim filed prior to the hearing limits D & M Grain to the amount listed in the claim. The evidence presented at the hearing demonstrates that company records show that D & M Grain is entitled to $1,887.33. The statute cited by the bonding company does not provide that a claim is limited to the written claim submitted prior to the hearing, especially when the evidence presented to the Commission at the hearing shows that the written claim is incorrect. The Commission finds the claimant has a valid claim for $1,887.33.

11. Based on findings of fact 6 through 10, the Commission finds that the claimants have valid claims totaling $55,694.33 against the $75,000.00 bond for July 1, 1998, through June 30, 1999. The bond money shall be distributed to the claimants in the amounts listed above and the remainder of the bond money, plus accrued interest, shall be returned to the bonding company.

CLAIMS AGAINST BOND FOR JULY 1, 1999, THROUGH JUNE 30, 2000

12. Twenty-four claims were submitted against the bond for July 1, 1999, through June 30, 2000.

13. Bert Raap submitted a claim for $8,957.16 for sunflowers. Exhibit 1B. Commission Staff supported an amount of $26.89. TR. at 29; Exhibit 3A. Commission Staff's recommendation was based on a stock Subscription Agreement entered into between Bert Raap and Wheetco. Id. Commission Staff stated that company records showed that $8,930.27 of the $8,957.16 owed for this bond period was converted to a Subscription Agreement for common stock, leaving $26.89. Id. According to the Subscription Agreement, Bert Raap subscribed to 1,434 shares of common stock of Wheetco at the price of $50.00 per share. Exhibit 3A. The Agreement purported to convert $71,700.00 of the current account of $71,726.89 owed to Bert Raap by Wheetco to common stock. Id. The Commission points out that only $8,957.16 of the $71,726.89 concerned this bonding year. A Subscription Agreement was given to Commission Staff by Larry Wheeting in September of 2000 and was not dated or notarized. TR. at 81. Commission Staff also submitted a Wheetco Stock Register, dated as of May 31, 2000, which stated that 600 shares were sold to Bert Raap between January 31, 2000, and May 31, 2000. Exhibit 3A. The Commission notes that other claimants who entered into stock Subscription Agreements did not actually sign the agreements until September of 2000. See Findings of Fact 17, 19, 38.

14. The Commission finds the Stock Register compiled by Wheetco is clearly not accurate since the Subscription Agreement referred to 1,434 shares and the Stock Register referred to 600 shares. Exhibit 3A. Further, the Commission notes that the Subscription Agreement stated that Wheetco could reject the application before issuance of stock. Exhibit 3A. Pursuant to paragraph 4 of the Subscription Agreement, "Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder." Id. No evidence was presented that, after the parties signed the Subscription Agreement, Wheetco accepted the Agreement and issued common stock to Bert Raap. The Commission finds that the evidence does not support a finding that Bert Raap converted his grain payables into common stock. Thus, the Commission finds the claimant has a valid claim for $8,957.16.

15. North Central Farmers Elevator submitted a claim for $12,768.08 for millet and sunflowers. Exhibit 1J. Commission Staff supported an amount of $12,096.10. TR. at 30; Exhibit 3F. Commission Staff stated the difference in the amounts is due to dockage and a prepaid balance for rye purchased. TR. at 30. The Commission finds that the claimant has a valid claim for $12,096.10.

16. Kent Holler submitted a claim for $3,200.55 for sunflowers. Exhibit 1K. Commission Staff supported an amount of $3,175.02. TR. at 30; Exhibit 3G. The difference in the amounts is due to the sunflower checkoff not being deducted. Id. The Commission finds the claimant has a valid claim for $3,175.02.

17. Sam Schauer submitted a claim for $47,749.93 for sunflowers. Exhibit 1L. Commission Staff supported an amount of $2,488.94. TR. at 30-32; Exhibit 3H. Commission Staff's recommendation was based on a stock Subscription Agreement entered into between Sam Schauer/Schauer Bros. and Wheetco and an error of $10.99 on an assembly sheet. Id. According to the Subscription Agreement, Sam Schauer/Schauer Bros. subscribed to 905 shares of common stock of Wheetco at the price of $50.00 per share. Exhibit 3H. The agreement purported to convert $45,250.00 of the current account of $47,479.93 owed to Sam Schauer/Schauer Bros. by Wheetco to common stock. Id. A Subscription Agreement was given to Commission Staff by Larry Wheeting in September of 2000 and was not dated or notarized. TR. at 81. Commission Staff also submitted a Wheetco Stock Register, dated as of May 31, 2000, which stated that 1500 shares were sold to the Schauers between January 31, 2000, and May 31, 2000. Exhibit 3H. Sam Schauer testified that he did not sign the Subscription Agreement until September 18, 2000. TR. at 98.

18. The Commission finds the Stock Register compiled by Wheetco is clearly not accurate since Sam Schauer did not enter into the Agreement until September 18, 2000. Exhibit 3H; TR. at 98. Further, the Commission notes that the Subscription Agreement stated that Wheetco could reject the application before issuance of stock. Exhibit 3H. Pursuant to paragraph 4 of the Subscription Agreement, "Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder." Id. No evidence was presented that, after the parties signed the Subscription Agreement, Wheetco accepted the Agreement and issued common stock to Sam Schauer. Sam Schauer stated that there was no stock. TR. at 31. The Commission finds that the evidence does not support a finding that Sam Schauer converted his grain payables into common stock. The Commission also finds there was an error of $10.99 on an assembly sheet. Thus, the Commission finds the claimant has a valid claim for $47,738.94.

19. Jake Schauer submitted a claim for $29,751.42 for sunflowers. Exhibit 1M. Commission Staff supported an amount of $1.42. TR. at 32-33; Exhibit 3I. Commission Staff's recommendation was based on a stock Subscription Agreement entered into between Jake Schauer/Schauer Bros. and

Wheetco. Id. According to the Subscription Agreement, Jake Schauer/Schauer Bros. subscribed to 595 shares of common stock of Wheetco at the price of $50.00 per share. Exhibit 3I. The agreement purported to convert $29,750.00 of the current account of $29,751.42 owed to Jake Schauer/Schauer Bros. by Wheetco to common stock. Id. A Subscription Agreement was given to Commission Staff by Larry Wheeting in September of 2000 and was not dated or notarized. TR. at 81. Commission Staff also submitted a Wheetco Stock Register, dated as of May 31, 2000, which stated that 1500 shares were sold to the Schauers between January 31, 2000, and May 31, 2000. Exhibit 3I. After the hearing, Jake Schauer sent in the dated Subscription Agreement which shows it was notarized and signed on September 18, 2000. Late-filed Exhibit received February 5, 2002. A comparison of the Agreement given to Commission Staff with the Agreement sent in by Jake Schauer shows that the Subscription Agreement given to Commission Staff had the notarized date removed prior to giving the Agreement to Staff. See Exhibit 3I; Late-filed Exhibit received February 5, 2002.

20. The Commission finds that the Stock Register compiled by Wheetco is clearly not accurate since Jake Schauer did not enter into the Agreement until September 18, 2000. Exhibit 3I; Late-filed Exhibit received February 5, 2002. Further, the Commission notes that the Subscription Agreement stated that Wheetco could reject the application before issuance of stock. Exhibit 3I. Pursuant to paragraph 4 of the Subscription Agreement, "Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder." Id. No evidence was presented that, after the parties signed the Subscription Agreement, Wheetco accepted the Agreement and issued common stock to Jake Schauer. The Commission finds that the evidence does not support a finding that Jake Schauer converted his grain payables into common stock. Thus, the Commission finds the claimant has a valid claim for $29,751.42.

21. Jim Schauer submitted a claim for $9,331.60 for sunflowers. Exhibit 1N. Commission Staff supported this amount. TR. at 33. The Commission finds the claimant has a valid claim for $9,331.60.

22. Mike Knoll submitted a claim for $11,613.66 for sunflowers. Exhibit 1Q. Commission Staff supported an amount of $9,613.16. TR. at 33; Exhibit 3L. The difference between the amounts is that Wheetco's records showed that the claimant also had an accounts receivable balance of $2,000.50. Commission Staff submitted a letter from Wheetco's Bankruptcy Trustee in which the Trustee agreed to offset the accounts receivable against the accounts payable. Exhibit 3L. The Commission finds the claimant has a valid claim for $9,613.16.

23. Don Hearnen submitted a claim for $27,793.36 for sunflowers. Exhibit 1P. Commission Staff supported this amount. TR. at 33-35; Exhibit 3M. Commission Staff also pointed out that the claimant had entered into a promissory note with Wheetco stating that the claimant agreed to lend Wheetco $22,857.37, at an interest rate of 10%. TR. at 36; Exhibit 3M. However, Commission Staff also submitted a letter from Wheetco dated October 30, 2000, to the note holders that stated that an exact commencement date on the note payments was not listed and, until confirmation and completion of the loan application was done, no certain date could be listed. TR. at 34; Exhibit 3M. Commission Staff's position was that the letter substantiated a statement made to Staff by Larry Wheeting "that the promissory notes would not be effective unless the financing package was approved." TR. at 34.

24. The Commission finds that there is not clear and convincing evidence that the promissory note constituted a novation. A "novation is made by the substitution of a new obligation between the

same parties, with intent to extinguish the old obligation." SDCL 20-7-6. A review of the promissory note shows that no mention is made that the loan was intended to replace the grain payable amount owed to the claimant. Thus, the Commission finds the claimant has a valid claim for $27,793.36.

25. Merritt Patterson & Sons, Dale Patterson, submitted a claim for $14,845.05 for safflowers. Exhibit 1Q. Commission Staff supported this amount. TR. at 35-36; Exhibit 3O. Commission Staff also pointed out that the claimant had entered into a promissory note with Wheetco stating that the claimant agreed to lend Wheetco $20,184.21. at an interest rate of 10%. TR. at 36; Exhibit 3O. However, Commission Staff also submitted a letter from Wheetco dated October 30, 2000, to the note holders that stated that an exact commencement date on the note payments was not listed and, until confirmation and completion of the loan application was done, no certain date could be listed. TR. at 35-36; Exhibit 3O. Commission Staff's position was that the letter substantiated "Mr. Wheeting's statement that the promissory notes would not be effective unless the financing package was approved." TR. at 36.

26. With respect to the promissory note signed by the claimant, the Commission first points out that the note was not signed by a Wheetco representative. In addition, the Commission finds that there is not clear and convincing evidence that the promissory note constituted a novation. A "novation is made by the substitution of a new obligation between the same parties, with intent to extinguish the old obligation." SDCL 20-7-6. A review of the promissory note shows that no mention is made that the loan was intended to replace the grain payable amount owed to the claimant. Thus, the Commission finds the claimant has a valid claim for $14,845.05.

27. KSP Farms, Inc., Kevin Swanson submitted a claim for $3,573.77 for sunflowers. Exhibit 1R. Commission Staff supported this amount. TR. at 36. The Commission finds the claimant has a valid claim for $3,573.77.

28. Clark Roeber submitted a claim for $15,246.45 for sunflowers. Exhibit 1S. Commission Staff supported this amount. TR. at 36-37. The Commission finds the claimant has a valid claim for $15,246.45.

29. Joel Durheim/First National Bank of Frederick submitted a claim for $6,305.10 for sunflowers. Exhibit 1T. Commission Staff supported this amount. TR. at 37-38. The Commission finds the claimant has a valid claim for $6,305.10.

30. Joe Cameron submitted a claim for $5,038.57 for millet. Exhibit 1U. Commission Staff supported an amount of $3,188.49. TR. at 38; Exhibit 3R. The difference between the amounts is that Wheetco's records showed that the claimant also had an accounts receivable balance of $1,850.08. Id. Commission Staff submitted a letter from Wheetco's Bankruptcy Trustee in which the Trustee agreed to offset the accounts receivable against the accounts payable. Exhibit 3R. The Commission finds the claimant has a valid claim for $3,188.49.

31. Owen Elsen submitted a claim for $9,209.79 for sunflowers. Exhibit 1V. Commission Staff supported an amount of $8,071.29. TR. at 38-39; Exhibit 3T. The difference between the amounts is that Wheetco's records showed that the claimant also had an accounts receivable balance of $1,138.50. Id. Commission Staff submitted a letter from Wheetco's Bankruptcy Trustee in which the Trustee agreed to offset the accounts receivable against the accounts payable. Exhibit 3T. The Commission finds the claimant has a valid claim for $8,071.29.

32. The Bottum Brothers submitted a claim for $14,656.91 for sunflowers. Exhibit 1W. Commission Staff supported this amount. TR. at 39; Exhibit 3U. The Commission finds the claimant has a valid claim for $14,656.91.

33. KH, Inc. submitted a claim for $4,002.11 for sunflowers. Exhibit 1X. Commission Staff supported an amount of $3,950.00. TR. at 39; Exhibit 3V. The difference in the amounts is due to a deduction for the sunflower checkoff and a transfer fee. Id. The Commission finds the claimant has a valid claim for $3,950.00.

34. Witten Feed and Grain submitted a claim for $4,804.80 for milo. Exhibit 1Y. Commission Staff supported an amount of $4,290.49. TR. at 39-40; Exhibit 3W. The difference in the amounts is based on company records which showed $4,290.49 for milo and $511.74 for freight. TR. at 40; Exhibit 3W. Commission Staff recommended that the amount for freight not be included because freight charges are not a valid claim under the bond. TR. at 40. The Commission agrees and finds that the claimant has a valid claim for $4,290.49.

35. Clarence Wagner submitted a claim for $21,095.43 for sunflowers. Exhibit 1Z. Commission Staff supported this amount. TR. at 40. The Commission finds the claimant has a valid claim for $21,095.43.

36. Mark Saunders submitted a claim for $2,262.54 for sunflowers. Exhibit 1AA. Commission Staff supported this amount. TR. at 40. The Commission finds the claimant has a valid claim for $2,262.54.

37. Clem Handcock submitted a claim for $3,005.32, plus interest, for millet. Exhibit 1AB. Commission Staff supported an amount of $3,005.64 based on company records and recommended no interest charges be allowed. TR. at 40-41; Exhibit 3AC. The Commission finds the claimant has a valid claim for $3,005.64

38. The Schurrs submitted a claim for $95,601.11 for sunflowers. Exhibit 1AC. The Schurrs are comprised of Arnold Schurr and his son Steve Schurr. TR. at 89. Commission Staff stated that company records showed an amount of $96,050.00 but recommended that nothing be paid on this claim. TR. at 41-43; Exhibit 3AD. The difference between the Schurrs' claim of $95,601.11 and Staff's amount of $96,050.00 is due to the sunflower checkoff, assembly sheet errors, and a transfer fee. TR. at 41. Commission Staff's recommendation that nothing be paid on the claim was based on a stock Subscription Agreement entered into between the Schurrs and Wheetco. TR. at 41-43. According to the Subscription Agreement, the Schurrs subscribed to 1,921 shares of common stock of Wheetco at the price of $50.00 per share. Exhibit 3AD. The agreement purported to convert $96,050.00 of the current account of $96,050.00 owed to the Schurrs by Wheetco to common stock. Id. The Subscription Agreement was given to Commission Staff by Larry Wheeting in September of 2000 and was not dated or notarized. TR. at 81. Commission Staff also submitted a Wheetco Stock Register, dated as of May 31, 2000, which stated that 2000 shares were sold to the Schurrs between January 31, 2000, and May 31, 2000. Exhibit 3AD. At the hearing, Arnold Schurr submitted a dated Subscription Agreement which shows it was notarized and signed on September 19, 2000. Exhibit A. A comparison of the Agreement given to Commission Staff with the Agreement submitted by Arnold Schurr shows that the Subscription Agreement given to Commission Staff had the notarized date removed prior to giving the Agreement to Staff. See Exhibits 3AD, A.

39. The Commission finds that the Stock Register compiled by Wheetco is clearly not accurate since Arnold Schurr did not enter into the Agreement until September 19, 2000. Exhibit 3AD; Exhibit A.

Further, the Commission notes that the Subscription Agreement stated that Wheetco could reject the application before issuance of stock. Exhibit A. Pursuant to paragraph 4 of the Subscription Agreement, "Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder." Id. No evidence was presented that, after the parties signed the Subscription Agreement, Wheetco accepted the Agreement and issued common stock to the Schurrs. The Commission finds that the evidence does not support a finding that the Schurrs converted their grain payables into common stock. Thus, the Commission finds the claimant has a valid claim for $96,050.00.

40. Rix Farms, Inc. submitted a claim for $62,672.12 for sunflowers, certified Oxen wheat, certified Ignot wheat, certified Russ wheat, and wheat. Exhibit 1AD. Commission Staff supported an amount of $14,495.30. TR. at 43-44; Exhibit 3AE. Commission Staff stated that $14,227.35 of the claim was for certified Oxen wheat, $13,022.67 of the claim was for Ignot wheat, and $20,926.80 of the claim was for Russ wheat. TR. at 43; Exhibit 3AE. Commission Staff stated that the certified wheat is not included in the definition of grain and is therefore not covered by the bond. TR. at 43. The Commission agrees that the certified wheat is not grain as defined by SDCL 49-45-1.1(2) which excludes "grain that has been cleaned, processed and specifically identified for intended use of planting for reproduction and for which a grain warehouse receipt has not been issued."

41. Commission Staff also pointed out that the claimant had entered into a promissory note with Wheetco stating that the claimant agreed to lend Wheetco $60,846.03, at an interest rate of 8%. TR. at 43; Exhibit 3AE. However, Commission Staff also submitted a letter from Wheetco dated October 30, 2000, to the note holders that stated that an exact commencement date on the note payments was not listed and, until confirmation and completion of the loan application was done, no certain date could be listed. TR. at 44; Exhibit 3AE. Commission Staff's position was that the letter substantiated a statement made to Staff by Larry Wheeting "that the promissory notes would not be effective unless the financing package was approved." TR. at 44.

42. The Commission finds that there is not clear and convincing evidence that the promissory note constituted a novation. A "novation is made by the substitution of a new obligation between the same parties, with intent to extinguish the old obligation." SDCL 20-7-6. A review of the promissory note shows that no mention is made that the loan was intended to replace the grain payable amount owed to the claimant. Therefore, the Commission finds the claimant has a valid claim for $14,495.30.

43. Erickson Farms submitted a claim for $4,650.40 for wheat and millet, which included trucking costs. Exhibit 1AE. Commission Staff supported an amount of $4,175.62 which was based on company records that showed $3,822.00 for millet and $353.62 for wheat. TR. at 44-45; Exhibit 3AG. Commission Staff excluded the trucking expenses as not covered by the bond. TR. at 44. On March 1, 2002, the Commission received a claim from Harlan Eisenbraun stating that he had delivered $3,822.00 of millet to Wheetco on June 30, 2000. On March 5, 2002, the Commission received a Motion to Reopen the Record from Commission Staff. The motion explained that at the hearing held on January 16, 2002, Staff had recommended that Erickson Farms had a valid claim in the amount of $4,175.62, with $3,822.00 for millet and $353.62 for wheat. Following the hearing, Commission Staff learned that the millet was owned by Harlan Eisenbraun and Erickson Farms had merely performed the trucking service. Darrel Erickson confirmed that was the case. Late-filed Exhibit 10. Based on further documentation received from Wheetco, Commission Staff stated that Erickson Farms has a valid claim for $353.62 for wheat and Harlan Eisenbraun/First Western Bank has a valid claim for $3,822.00 for millet. Late-filed Exhibits 11A, 11B, 12A, 12B. At its March 28, 2002, meeting, the Commission granted Staff's Motion to Reopen Record. The Commission agrees

with Commission Staff that trucking costs are not covered under the bond and finds that Erickson Farms has a valid claim for $353.62.

44. On March 1, 2002, Harlan Eisenbraun submitted a claim for $3,822.00 of millet. Late-filed Exhibit 12A. As explained in the preceding paragraph, at the hearing, the $3,822.00 of millet was originally thought to have belonged to Erickson Farms. Based on documentation received after the hearing, Commission Staff is now recommending that Harlan Eisenbraun has a valid claim for $3,822.00. Late-filed Exhibits 10, 11A, 11B, 12A, 12B. The Commission agrees and finds the claimant has a valid claim for $3,822.00.

45. D & M Grain submitted a claim for $107,036.12 for sunflowers, oats, and millet, which included $478.00 for service charges. Exhibit 1I. Commission Staff supported an amount of $94,305.29. TR. at 45-46; Exhibit 3AH. The difference in the amounts is due to payments made by Wheetco, the difference in price per pound and per bushel, and an accounts receivable balance for D & M Grain. Id. Commission Staff also recommended denial of recovery of the service charges. TR. at 45-46. The Commission agrees with all of Commission Staff's recommendations and finds the claimant has a valid claim for $94,305.29.

46. Based on findings of fact 13 through 45, the Commission finds that the claimants have valid claims totaling $457,974.13 against the bond for July 1, 1999, through June 30, 2000. The bond money, including accrued interest, shall be distributed to the claimants on a pro rata basis.

CLAIMS AGAINST BOND FOR JULY 1, 2000, THROUGH JUNE 30, 2001

47. Twenty-five claims were submitted against the bond for July 1, 2000, through June 30, 2001.

48. Roger Hurlbert submitted a claim for $4,436.37 for sunflowers. Exhibit 1AF. Commission Staff supported an amount of $4,231.50. TR. at 46-47; Exhibit 3C. The difference in the amounts was due to dockage and the sunflower checkoff. TR. at 46; Exhibit 3C. The Commission finds the claimant has a valid claim for $4,231.50.

49. Russ Hurlbert submitted a claim for $2,957.58 for sunflowers. Exhibit 1AG. Commission Staff supported an amount of $2,821.00. TR. at 47; Exhibit 3D. The difference in amounts is due to dockage and the sunflower checkoff. Id. The Commission finds the claimant has a valid claim for $2,821.00.

50. Gary Meikeljohn submitted a claim for $23,639.64 for sunflowers. Exhibit 1AH. Commission Staff supported an amount of $23,468.64. TR. at 47; Exhibit 3E. The difference in amounts was due to the sunflower checkoff and the number of pounds on scale ticket no. 11370. Id. Commission Staff also pointed out that the claimant had entered into a promissory note with Wheetco stating that the claimant agreed to lend Wheetco $23,468.64, at an interest rate of 10.6%. TR. at 47-48; Exhibit 3E. However, Commission Staff also submitted a letter from Wheetco dated October 30, 2000, to the note holders stated that an exact commencement date on the note payments was not listed and, until confirmation and completion of the loan application was done, no certain date could be listed. TR. at 48; Exhibit 3E. Commission Staff's position was that the letter substantiated a statement made to Staff by Larry Wheeting "that the promissory notes would not be effective unless the financing package was approved." TR. at 48.

51. The Commission finds that there is not clear and convincing evidence that the promissory note constituted a novation. A "novation is made by the substitution of a new obligation between the

same parties, with intent to extinguish the old obligation." SDCL 20-7-6. A review of the promissory note shows that no mention is made that the loan was intended to replace the grain payable amount owed to the claimant. Thus, the Commission finds the claimant has a valid claim for $23,468.64.

52. The Duenwald Brothers/Bank of Hoven submitted a claim for $2,904.18 for sunflowers. Exhibit 1AI. Commission Staff supported this amount. TR. at 48. The Commission finds the claimant has a valid claim for $2,904.18.

53. Warner Co-operative Co. Elevator submitted a claim for $4,431.53 for millet. Exhibit 1AJ. Commission Staff supported this amount. TR. at 48. The Commission finds the claimant has a valid claim for $4,431.53.

54. PENCO of South Dakota submitted a claim for $24,636.20 for sunflowers, which included $4,893.56 for trucking expenses. Exhibit 1AK. Commission Staff supported an amount of $19,742.64 for the sunflowers but recommended denial of the trucking expenses as not covered by the bond. TR. at 49. The Commission agrees and finds the claimant has a valid claim for $19,742.64.

55. Densley Zambo submitted a claim for $8,079.75 for sunflowers. Exhibit 1AL. Commission Staff supported an amount of $7,668.47. TR. at 49; Exhibit 3J. The difference in the amounts is due to dockage and the sunflower checkoff. Id. The Commission finds the claimant has a valid claim for $7,668.47.

56. Holyoke Coop Association submitted a claim for $17,315.65 for millet. Exhibit 1AM. Commission Staff supported an amount of $12,477.73. TR. at 49-50; Exhibit 3K. The difference between the amounts is that Wheetco's records showed that the claimant also had an accounts receivable balance of $4,837.92. Id. Commission Staff submitted a letter from Wheetco's Bankruptcy Trustee in which the Trustee agreed to offset the accounts receivable against the accounts payable. Exhibit 3K. The Commission finds the claimant has a valid claim for $12,477.73.

57. Fred Eisenbraun/First Western Bank submitted a claim for $5,820.00 for safflowers. Exhibit 1AN. Commission Staff supported an amount of $5,659.15. TR. at 50; Exhibit 3N. The difference in the amounts is due to dockage and the safflower checkoff. Id. The Commission finds the claimant has a valid claim for $5,659.15.

58. RDZ Farms, Inc. submitted a claim for $6,138.31 for millet. Exhibit 1AQ. Commission Staff supported this amount. TR. at 50. The Commission finds the claimant has a valid claim for $6,138.31.

59. Merritt Patterson & Sons/Dale Patterson submitted a claim for $5,339.17 for safflowers. Exhibit 1Q. Commission Staff supported this amount. TR. at 51-52; Exhibit 3O. Commission Staff also pointed out that the claimant had entered into a promissory note with Wheetco stating that the claimant agreed to lend Wheetco $20,184.21. TR. at 51; Exhibit 3O. However, Commission Staff also submitted a letter from Wheetco dated October 30, 2000, to the note holders that stated that an exact commencement date on the note payments was not listed and, until confirmation and completion of the loan application was done, no certain date could be listed. TR. at 34; Exhibit 3O. Commission Staff's position was that the letter substantiated a statement made to Staff by Larry Wheeling "that the promissory notes would not be effective unless the financing package was approved." TR. at 51.

60. With respect to the promissory note, the Commission first points out that the note was not signed by a Wheetco representative. In addition, the Commission finds that there is not clear and convincing evidence that the promissory note constituted a novation. A "novation is made by the substitution of a new obligation between the same parties, with intent to extinguish the old obligation." SDCL 20-7-6. A review of the promissory note shows that no mention is made that the loan was intended to replace the grain payable amount owed to the claimant. Thus, the Commission finds the claimant has a valid claim for $5,339.17.

61. Gaylon Goldin submitted a claim for $4,782.81 for sunflowers. Exhibit 1AP. Commission Staff supported this amount. TR. at 52. The Commission finds the claimant has a valid claim for $4,782.81.

62. Paoli Farmers Coop Elevator Co. submitted a claim for $3,190.80 for red millet. Exhibit 1AQ. Commission Staff supported this amount. TR. at 52; Exhibit 3S. The Commission finds the claimant has a valid claim for $3,190.80.

63. B & L Gorman/First Bank of Gackle submitted a claim for $14,283.20 for sunflowers. Exhibit 1AR. Commission Staff supported this amount. TR. at 52-53. The Commission finds the claimant has a valid claim for $14,283.20.

64. Carl Peterson submitted a claim for $3,076.16 for sunflowers. Exhibit 1AS. Commission Staff supported this amount. TR. at 53. The Commission finds the claimant has a valid claim for $3,076.16.

65. Leo Naber submitted a claim for $6,575.56 for millet. Exhibit 1AT. Commission Staff supported this amount. TR. at 53. The Commission finds the claimant has a valid claim for $6,575.56.

66. Roger Vandervorste submitted a claim for $29,511.49 for sunflowers. Exhibit 1AU. Commission Staff supported this amount. TR. at 53-54; Exhibit 3P. Commission Staff also pointed out that the claimant had entered into a promissory note with Wheetco stating that the claimant agreed to lend Wheetco $29,511.49, at an interest rate of 10%. TR. at 53; Exhibit 3P. However, Commission Staff also submitted a letter from Wheetco dated October 30, 2000, to the note holders that stated that an exact commencement date on the note payments was not listed and, until confirmation and completion of the loan application was done, no certain date could be listed. TR. at 54; Exhibit 3P. Commission Staff's position was that the letter substantiated a statement made to Staff by Larry "that the promissory notes would not be effective unless the financing package was approved." TR. at 54.

67. The Commission finds that there is not clear and convincing evidence that the promissory note constituted a novation. A "novation is made by the substitution of a new obligation between the same parties, with intent to extinguish the old obligation." SDCL 20-7-6. A review of the promissory note shows that no mention is made that the loan was intended to replace the grain payable amount owed to the claimant. Thus, the Commission finds the claimant has a valid claim for $29,511.49.

68. Jim Faulstich/American State Bank of Pierre submitted a claim for $15,599.82 for sunflowers. Exhibit 1AV. Commission Staff supported an amount of $11,843.27. TR. at 54-55; Exhibit 3Q. The difference in the amounts is based on Wheetco records that showed a check for $3,756.55 had been paid to the claimant and had cleared the bank. Id. The Commission finds the claimant has a valid claim for $11,843.27.

69. Joe Cameron submitted a claim for $7,884.80 for millet. Exhibit 1U. Commission Staff supported an amount of $4,293.23. TR. at 55; Exhibit 3R. The difference in the amounts is due to dockage, price per pound, and additional scale tickets. Id. In addition, Wheetco's records showed that the claimant also had an accounts receivable balance of $3,962.40. Id. Commission Staff submitted a letter from Wheetco's Bankruptcy Trustee in which the Trustee agreed to offset the accounts receivable against the accounts payable. Exhibit 3R. The Commission finds the claimant has a valid claim for $4,293.23.

70. Clayton Kjerstad submitted a claim for $19,536.80 for millet, which included $800.00 for trucking expenses. Exhibit 1AW. Commission Staff supported an amount of $12,118.15. TR. at 55-56; Exhibit 3AJ. The difference in the amounts is due to dockage, a price difference, and that company records showed that one of the scale tickets had been paid. Id. In addition, Commission Staff recommended that the trucking expenses not be allowed because those expenses are not covered by the bond. TR. at 56. The Commission agrees and finds the claimant has a valid claim for $12,118.15.

71. Farmers Oil Company submitted a claim for $5,340.37 for sunflowers. Exhibit 1AX. Commission Staff supported an amount of $5,072.25. TR. at 56; Exhibit 3X. The difference in amounts is due to dockage and minor weight differences. Id. The Commission finds that the claimant has a valid claim for $5,072.25.

72. Kerwyn Holsing submitted a claim for $5,230.62 for sunflowers. Exhibit 1AY. Commission Staff supported this amount. TR. at 56. The Commission finds that the claimant has a valid claim for $5,230.62.

73. Myron Dieterle submitted a claim for $8,930.85 for sunflowers. Exhibit 1AZ. Commission Staff supported an amount of $8,863.65. TR. at 57; Exhibit 3Y. The difference in amounts is due to the sunflower checkoff and dockage. Id. The Commission finds the claimant has a valid claim for $8,863.65.

74. Equinox Enterprises submitted a claim for $5,885.98 for millet, which included a deduction for an accounts receivable balance. Exhibit 1BA. Commission Staff supported this amount. TR. at 57; Exhibit 3AA. Wheetco's records confirmed that the claimant had an accounts receivable balance of $4,085.76. Id. Commission Staff submitted a letter from Wheetco's Bankruptcy Trustee in which the Trustee agreed to offset the accounts receivable against the accounts payable. Exhibit 3AA. The Commission finds the claimant has a valid claim for $5,885.98.

75. Clem Handcock submitted a claim for $23,845.90, plus interest, for millet. Exhibit 1AB. Commission Staff supported an amount of $23,833.22. TR. at 57-58; Exhibit 3AC. The difference in the amounts is due to the claimant's inclusion of freight and storage charges, plus minor differences in the price and balances on some of the assembly sheets. Id. Commission Staff recommended that recovery of freight and storage charges and the request for interest charges be denied. TR. at 58. The Commission agrees and finds the claimant has a valid claim for $23,833.22.

76. Based on findings of fact 48 through 75, the Commission finds that the claimants have valid claims totaling $233,442.71 against the $75,000.00 bond for July 1, 2000, through June 30, 2001. The bond money, including any accrued interest, shall be distributed to the claimants on a pro rata basis.

INTEREST ON BOND MONEY

77. Commission Staff stated that all the interest earned on the bond money should be distributed on a pro rata basis to the claimants. TR. at 61-62. The bonding company's position was that any interest earned was the property of the bonding company and should be returned to the company. TR. at 104-105. The Commission disagrees with the bonding company's position. As a general rule, "[a]ny profit or benefit accruing from [a receiver's] management of or dealings with the property committed to [the receiver's] charge must inure to the trust estate." 75 C.J.S. Receivers § 182(a). Thus, the Commission finds that for the bond periods covering July 1, 1999, through June 30, 2001, all interest earned should be distributed on a pro rata basis to the claimants. For the bond period covering July 1, 1998, through June 30, 1999, the interest earned on the bond money shall be distributed to the bonding company.

CONCLUSIONS OF LAW

1. The Court has jurisdiction over this matter pursuant to SDCL 49-45-16, and SDCL Chapter 21-21.

2. The Commission has jurisdiction over this matter as a receiver appointed by the Court pursuant to SDCL Chapter 21-21, and SDCL Chapter 49-45, specifically 49-45-16.

3. The Commission does not have jurisdiction to consider the four claims received against the bonds covering July 1, 1995 through June 30, 1998. The Commission only received an appointment from the Court to act as a receiver for the bonds covering July 1, 1998, through June 30, 2001.

4. With respect to the promissory notes entered into between some of the claimants and Wheetco, the Commission finds that there is not clear and convincing evidence that the promissory note constituted a novation. A "novation is made by the substitution of a new obligation between the same parties, with intent to extinguish the old obligation." SDCL 20-7-6. The "[e]ssential elements of novation are: (1) a previous valid obligation, (2) agreement of all parties to the substitution under a new contract based on sufficient consideration, (3) extinguishment of the old contract, and (4) the validity of the new contract." Haggar v. Olfert, 387 N.W. 2d 45, 50 (S.D. 1986). Clear and convincing evidence is needed in order to find a novation. Id. A review of the promissory note shows that no mention is made that the loan was intended to replace the grain payable amount owed to the claimant.

5. Similarly, with respect to the stock Subscription Agreements, the Commission finds that the evidence does not support a finding that the claimants who signed stock Subscription Agreements converted their grain payables into common stock. The Commission finds that the Stock Register compiled by Wheetco which purported to reflect stockholders through May 31, 2000, is clearly not accurate given the Subscription Agreements entered into the record by some of the claimants which showed that the Agreements were not signed until September of 2000. See Exhibit 3AD; Exhibit A. Further, the Commission notes that the Subscription Agreement stated that Wheetco could reject the application before issuance of stock. Exhibit A. Pursuant to paragraph 4 of the Subscription Agreement, "Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder." Id. No evidence was presented that, after the parties signed the Subscription Agreement, Wheetco accepted the Agreement and issued common stock to the claimants.

6. The Commission rejects the bonding company's claim that a claimant may not receive any amount above his written claim which is submitted prior to the hearing. The evidence presented at the hearing demonstrates that company records show that D & M Grain is entitled to $1,887.33. The statute cited by the bonding company, SDCL 49-45-19, does not provide that a claim is limited to the written claim submitted prior to the hearing, especially when the evidence presented to the Commission at the hearing shows that the written claim is incorrect.

7. The Commission finds that when the bond is not sufficient to cover 100% of the claims, the interest earned on the bond money should be distributed on a pro rata basis to the claimants. The Commission disagrees with the bonding company's position that any interest earned was the property of the bonding company and must be returned to the company. As a general rule, "[a]ny profit or benefit accruing from [a receiver's] management of or dealings with the property committed to [the receiver's] charge must inure to the trust estate." 75 C.J.S. Receivers § 182(a). Further, the Commission points out that the Commission was given the authority to invest the bond proceeds in an interest bearing account. "A receiver who has on hand such a sum of money belonging to the estate that if it were his own he would invest it, has been held to have the duty to ask leave of the court to invest it, and to try, in good faith, to keep it invested for the benefit of the persons ultimately entitled." Id. at § 173 (emphasis added). Thus, the Commission finds that for the bond periods covering July 1, 1999, through June 30, 2001, all interest earned should be distributed on a pro rata basis to the claimants. For the bond period covering July 1, 1998, through June 30, 1999, the interest earned on the bond money shall be distributed to the bonding company since the claimants received 100% of their claims.

8. All of the above claims found valid by the Commission in findings of fact 6-10 are legitimate claims on the proceeds of the $75,000.00 grain dealer's bond, commencing July 1, 1998, and ending June 30, 1999. All such claims shall be paid out of the proceeds of the bond. The remaining bond money shall be returned to the bonding company, along with accrued interest.

9. All of the above claims found valid by the Commission in findings of fact 13-45 are legitimate claims on the proceeds of the $75,000.00 grain dealer's bond, commencing July 1, 1999, and ending June 30, 2000. All such claims shall be paid out of the proceeds of the bond, along with accrued interest.

10. All of the above claims found valid by the Commission in findings of fact 48-75 are legitimate claims on the proceeds of the $75,000.00 grain dealer's bond, commencing July 1, 2000, and ending June 30, 2001. All such claims shall be paid out of the proceeds of the bond, along with accrued interest.

ORDERED:

1. The Commission's Proposed Findings of Fact and Conclusions of Law, and Decision is approved and adopted by this Court. The Commission, as receiver, shall pay the above claims from the grain dealer's bonds in the amounts listed above. Accumulated interest on the grain dealer's bonds for the bonding period of July 1, 1999, through June 30, 2001, shall be distributed on a pro rata basis to the eligible claimants of the bond proceeds. Accumulated interest on the grain dealer's bond for the bonding period of July 1, 1998 through June 30, 1999, and all remaining bond proceeds shall be distributed to the bonding company.

Dated this _____ day of April, 2002.

BY THE COURT:

_____
Circuit Court Judge

ATTEST:

_____
Clerk of Courts

(SEAL)

STATE OF SOUTH DAKOTA	)	IN CIRCUIT COURT
	) SS	
COUNTY OF BROWN	)	FIFTH JUDICIAL CIRCUIT
IN THE MATTER OF THE GRAIN DEALER'S BOND OF WHEETCO, INC.	)	CIV. 01-807
	)	
	)	CERTIFICATE OF SERVICE

I hereby certify that copies of Proposed Findings of Fact and Conclusions of Law and Decision of Receiver and proposed Judgment and Order Approving Proposed Findings of Fact and Conclusions of Law and Decision of Receiver were served on the following by mailing the same to them by United States Post Office First Class mail, postage thereon prepaid, at the address shown below on this the 9th day of April, 2002.

See Attached Exhibit A.

Rolayne Ailts Wiest

Rolayne Ailts Wiest
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EXHIBIT A

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FORCON INTERNATIONAL
PO BOX 581
WAYZATA MN 55391-0581

CLARK ROEBER
17889 372ND AVE
ZELL SD 57469

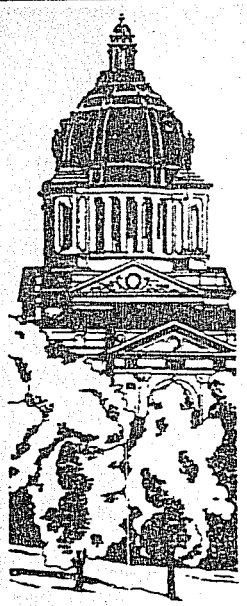
MARK J ARNDT
PO BOX 88738
SIOUX FALLS SD 57109-8738

BOTTOM BROTHERS
18755 375TH AVE
TULARE SD 57476

LAZY BS
BOX 442
WALL SD 57790

WARNER COOP
PO BOX 76
WARNER SD 57479

EQUINOX ENTERPRISES
18202 MINNETONKA BLVD, STE 101B
WAYZATA MN 55391



South Dakota Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

Capitol Office
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Pam Nelson
Vice-Chairman
Bob Sahr
Commissioner

Debra Elofson
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Gregory A. Rislov
Keith Senger
John Smith
Rolayne Ailts Wiest

April 11, 2002

Ms. MaDonna L. Kuhfeld
Clerk of Courts
P. O. Box 1087
Aberdeen, SD 57402

RE: In the Matter of the Grain Dealer's
Bonds of Wheetco, Inc.
Civ. 01-807

Dear Ms. Kuhfeld:

We discovered an error in the document we sent you on April 9, 2002, with reference to the above captioned matter. On page 15, Conclusion of Law 6, fourth line, we mentioned "D & M Grain," when in fact it should have been "the bonding company."

Therefore, enclosed you will find a corrected page 15 with reference to the Proposed Findings of Fact and Conclusions of Law and Decision of Receiver. The beginning of line 4, Conclusion of Law 6, has been corrected to read "statute cited by the bonding company" rather than "statute cited by D & M Grain." Please replace page 15 in this document with the enclosed corrected page.

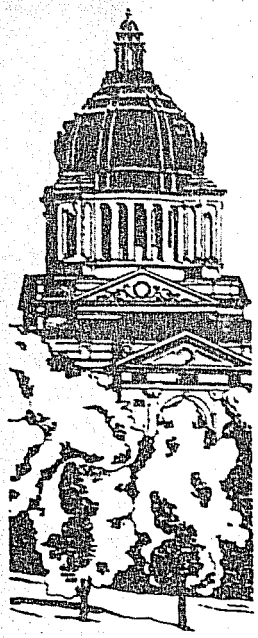
We sent the original proposed Judgment and Order Approving Proposed Findings of Fact and Conclusions of Law and Decision of Receiver to Judge Lovrien. The same correction needed to be made in that document and we have sent the Judge a corrected page 15 to the proposed Judgment. In the event that he has handed that to you for filing prior to receiving the corrected page, we are enclosing a corrected page 15 and ask that you also replace page 15 in the proposed Judgment with the enclosed corrected page. We apologize for the error.

Very truly yours,

Rolayne Ailts Wiest

Rolayne Ailts Wiest
Special Assistant Attorney General

RAW:dk
Enc.



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John Smith
Rolayne Ailts Wiest

April 11, 2002

Honorable Larry H. Lovrien
Circuit Court Judge
P. O. Box 1191
Aberdeen, SD 57402

RE: In the Matter of the Grain Dealer's
Bonds of Wheetco, Inc.
Civ. 01-807

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Thank you.

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Rolayne Ailts Wiest
Special Assistant Attorney General

RAW:dk
Enc.



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April 11, 2002

TO: All Interested Parties and Entities:

RE: In the Matter of the Grain Dealer's
Bonds of Wheetco, Inc.
Civ. 01-807

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Special Assistant Attorney General

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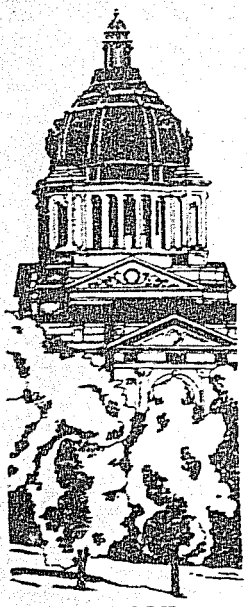

South Dakota Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

April 18, 2002

Ms. MaDonna L. Kuhfeld
Clerk of Courts
P. O. Box 1087
Aberdeen, SD 57402

RE: In the Matter of the Grain Dealer's
Bonds of Wheetco, Inc.
Civ. 01-807

Dear Ms. Kuhfeld:

Enclosed for filing you will find original Notice of Entry of Judgment and Order Approving Proposed Findings of Fact and Conclusions of Law and Decision of Receiver with reference to the above captioned matter.

Very truly yours,

Rolayne Ailts Wiest

Rolayne Ailts Wiest
Special Assistant Attorney General

RAW:dk
Enc.

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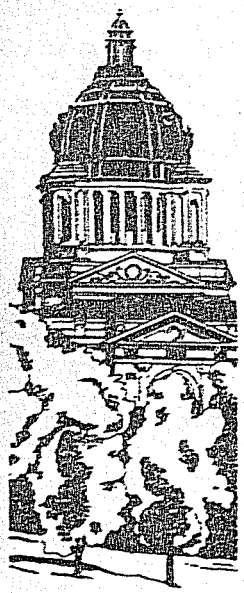

South Dakota
Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

April 18, 2002

TO: All Interested Parties and Entities:

RE: In the Matter of the Grain Dealer's Bonds of Wheetco, Inc.
Civ. 01-807

Enclosed each of you will find copies of Notice of Entry of Judgment and Order Approving Proposed Findings of Fact and Conclusions of Law and Decision of Receiver with reference to the above captioned matter. This is intended as service upon you by mail.

Very truly yours,

Rolayne Ailts Wiest

Rolayne Ailts Wiest
Special Assistant Attorney General

RAW:dk
Enc.

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Gregory A. Rislov
Keith Senger
John Smith
Rolayne Ailts Wiest

STATE OF SOUTH DAKOTA	)	IN CIRCUIT COURT
	) SS	
COUNTY OF BROWN	)	FIFTH JUDICIAL CIRCUIT

IN THE MATTER OF THE GRAIN DEALER'S BOND OF WHEETCO, INC.	)	CIV. 01-807
	)	NOTICE OF ENTRY OF
	)	JUDGMENT AND ORDER
	)	APPROVING PROPOSED
	)	FINDINGS OF FACT AND
	)	CONCLUSIONS OF LAW AND
	)	DECISION OF RECEIVER

TO: ALL INTERESTED PARTIES AND ENTITIES:

Notice is hereby given that a Judgment and Order Approving Proposed Findings of Fact and Conclusions of Law and Decision of Receiver, a copy of which is attached hereto, was entered and filed by the Court on the 10th day of April, 2002, in the office of the Clerk of Courts of Brown County, South Dakota.

Dated this 18th day of April, 2002.

Rolayne Ailts Wiest

Rolayne Ailts Wiest
Special Assistant Attorney General
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501
Telephone (605) 773-3201

CERTIFICATE OF SERVICE

I hereby certify that copies of Notice of Entry of Judgment and Order Approving Proposed Findings of Fact and Conclusions of Law and Decision of Receiver were served on the following by mailing the same to them by United States Post Office First Class mail, postage thereon prepaid, at the addresses shown below on this the 18th day of April, 2002.

See Attached Exhibit A.

Rolayne Ailts Wiest

Rolayne Ailts Wiest
Special Assistant Attorney General
South Dakota Public Utilities Commission
500 East Capitol
Pierre, SD 57501

EXHIBIT A

WILLIAM PFEIFFER
PO BOX 1585
ABERDEEN SD 57402-1585

JERRY RAAP
RR 1 BOX 50
ANDOVER SD 57422

DENSLEY ZAMBO
41007 150TH ST
CONDE SD 57434

HARLAN EISENBRAUN
21362 CREIGHTON RD
CREIGHTON SD 57790

GARY MEIKLEJOHN
8985 CR 35
DICKEY ND 58431

JAKE SCHAUER
BOX 425
FAITH SD 57626

RIX FARMS
12960 406TH AVE
GROTON SD 57445

OWEN ELSEN
10375 400TH AVE
HECLA SD 57446

DUENWALD BROS
RR 1 BOX 78
HOVEN SD 57450

KSP FARMS - KEVIN SWANSON
41972 121ST ST
LANGFORD SD 57454

CLEM HANDCOCK
HCR 2 BOX 1
LONG VALLEY SD 57547

LEO NABER
35406 HWY 26
ORIENT SD 57406

JOE CAMERON
PO BOX 138
PIERPONT SD 57468

KJERSTAD FARM PARTNERSHIP
23046 QUINN RD
QUINN SD 57775

CARL PETERSON
8047 55TH ST SE
ADRIAN ND 58472

MARK SAUNDERS
14395 HWY 11
CAYUGA ND 58013

MIKE KNOLL JR
40497 152ND ST
CONDE SD 57434

FRED EISENBRAUN
19262 213ST
CREIGHTON SD 57729

JOEL DURHEIM
506 N 3RD ST
ELLENDALE ND 58436

MILES BRETSCH
10326 390TH AVE
FREDERICK SD 57441

WHEETCO INC
PO BOX 668
GROTON SD 57445

JIM FAULSTICH
33795 186TH ST
HIGHMORE SD 57345

NORTH CENTRAL FARMERS ELEVATOR
PO BOX 366
IPSWICH SD 57451

SAM & JAKE SCHAUER
10856 364TH AVE
LEOLA SD 57456

CLARENCE & MABLE WAGNER
BOX 6
MILLER SD 57362

FARMERS OIL CO
PO BOX 19
ORIENT SD 57467-0019

KENT HOLLER
RR 1 BOX 2
PIERPONT SD 57468

RUSS HURLBERT
RR 2 BOX 18
RAYMOND SD 57258-9718

B & L GORMAN
6333 57TH ST SE
ADRIAN ND 58472

ROGER HURLBERT
220 1ST AVE W
CLARK SD 57225

DON HEARNEN
15630 409TH AVE
CONDE SD 57434

KERWYN HOLSING
35948 146TH ST
CRESBARD SD 57435

GARY TIEGS
9249 102ND ST SE
ELLENDALE ND 58436

FRED WOLKEN
13052 406TH AVE
GROTON SD 57445

BERT RAAP
907 N 3RD ST
GROTON SD 57445

HOLYOKE COOP
PO BOX 118
HOLYOKE CO 80734-1429

MYRON DIETERLE
661 22ND ST
KIEF ND 58747

JIM SCHAUER
10856 364TH AVE
LEOLA SD 57456

ROGER VANDERVORST
705 4TH AVE EAST
MOBRIDGE SD 57601

PAOLI FARMERS COOP ELEVATOR
BOX 5649
PAOLI CO 80746

PENCO OF SOUTH DAKOTA
PO BOX 456
PRESHO SD 57568

KH INC
34671 129TH ST
ROSCOE SD 57471

SCHURR FARMS
34671 129TH ST
ROSCOE SD 57741

THOMAS A POKELA
PO BOX 1102
SIOUX FALLS SD 57101

JONATHAN K VANPATTEN-ATTORNEY AT LAW
414 EAST CLARK STREET
VERMILLION SD 57069

CLAYTON KJERSTAD
PO BOX 368
WALL SD 57790

DM GRAIN
272 LAKE DR
WATERTOWN SD 57201-5431

WITTEN FEED & GRAIN
PO BOX 6
WITTEN SD 57584-0278

RDZ FARMS
PO BOX 415
SELBY SD 57472

GAYLON GOLDEN
39640 148TH ST
STRATFORD SD 57474

ERIKSON FARMS
PO BOX 57
VIVIAN SD 57576

DALE PATTERSON
18521 228TH ST
WALL SD 57790

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FILED

APR 1 0 2002

M.L. KUHFELD
BROWN CO. CLERK OF COURTS

RECEIVED

APR 1 7 2002

SOUTH DAKOTA PUBLI
UTILITIES COMMISSIOI

STATE OF SOUTH DAKOTA	)	IN CIRCUIT COURT
	) SS	
COUNTY OF BROWN	)	FIFTH JUDICIAL CIRCUIT

IN THE MATTER OF THE GRAIN DEALER'S BONDS OF WHEETCO, INC.	)	CIV. 01-807
	)	JUDGMENT AND
	)	ORDER APPROVING PROPOSED
	)	FINDINGS OF FACT AND
	)	CONCLUSIONS OF LAW AND
	)	DECISION OF RECEIVER

PROCEDURAL HISTORY

This action comes before the Court upon petition of the South Dakota Public Utilities Commission (Commission) to be appointed as a receiver of Wheetco, Inc. (Wheetco) pursuant to SDCL 49-45-16 and SDCL Chapter 21-21, and to take possession of the cash proceeds of the following grain dealer's bonds: (1) the bond commencing July 1, 1998, and ending June 30, 1999; (2) the bond commencing July 1, 1999, and ending June 30, 2000; and (3) the bond commencing July 1, 2000, and ending June 30, 2001. On September 20, 2001, the Commission was appointed receiver.

Pursuant to the order of the Court, the Commission held a hearing to determine claims against the cash proceeds of the grain dealer's bonds. The hearing was held as scheduled on January 16, 2002, beginning at 1:00 p.m., at the Department of Labor Meeting Room, 420 South Roosevelt, Aberdeen, South Dakota.

On February 5, 2002, Jake Schauer filed a notarized Subscription Agreement with the Commission. On February 13, 2002, the Commission received a letter from attorney Jeffrey Sveen, filed on behalf of Arnold Schurr, concerning the stock Subscription Agreement that was signed by Mr. Schurr. On March 1, 2002, the Commission received a claim from Harlan Eisenbraun stating that he had delivered $3,822.00 of millet to Wheetco on June 30, 2000. On March 5, 2002, the Commission received a Motion to Reopen the Record from Commission Staff. The motion explained that at the hearing held on January 16, 2002, Staff had recommended that Erickson Farms had a valid claim in the amount of $4,175.62, with $3,822.00 for millet and $353.62 for wheat. Following the hearing, Commission Staff learned that the millet was owned by Harlan Eisenbraun and Erickson Farms had merely performed the trucking service. Darrel Erickson confirmed that was the case. Based on further documentation received from Wheetco, Commission Staff stated that Erickson Farms has not been paid for $353.62 for wheat and Harlan Eisenbraun/First Western Bank has a valid claim for $3,822.00 for millet. At its March 28, 2002, meeting, the Commission considered Staff's Motion to Reopen Record. No one objected to the motion. The Commission voted to open the record and received into evidence the claim submitted by Harlan Eisenbraun and the additional documentation submitted by Commission Staff.

At its March 28, 2002, meeting, the Commission considered this matter. The Commission voted to make the following recommendations to circuit court:

1. The Commission does not have jurisdiction to consider the four claims received against the bonds covering July 1, 1995 through June 30, 1998. The Commission only received an appointment from the Court to act as a receiver for the bonds covering July 1, 1998, through June 30, 2001;

2. The Commission disagrees with Staff's position that the claimants who entered into stock Subscription Agreements with Wheetco do not have valid claims against the bond for the amount listed in each Subscription Agreement. The Commission finds that the evidence does not support a finding that these claimants converted their grain payables into common stock. No evidence was presented that, after the parties signed the Subscription Agreement, Wheetco accepted the Agreements and actually issued common stock to the claimants;

3. The Commission also disagrees with the bonding company's argument that D & M Grain is limited to the amount of its written claim submitted prior to the hearing. The Commission finds that the evidence presented at the hearing demonstrates that company records show that D & M Grain is entitled to $1,887.33. The statute cited by the bonding company does not provide that a claim is limited to the written claim submitted prior to the hearing, especially when the evidence presented to the Commission at the hearing shows that the written claim is incorrect;

4. The Commission further disagrees with the bonding company's argument that all of the interest earned on the bonds is the property of the bonding company and must be returned to the company. The Commission finds that when the bond is not sufficient to cover 100% of the claims, the interest earned on the bond money should be distributed on a pro rata basis to the claimants. Thus, the Commission finds that for the bond periods covering July 1, 1999, through June 30, 2001, all interest earned should be distributed on a pro rata basis to the claimants. For the bond period covering July 1, 1998, through June 30, 1999, the interest earned on the bond money shall be distributed to the bonding company since the claimants received 100% of their claims for that bonding period; and

5. Except for its position on the stock Subscription Agreements as stated earlier, the Commission agrees with Staff's recommendations concerning the amount of each claim and the distribution of the bond proceeds. Therefore, the Commission finds that the claims against the bond covering July 1, 1998, through June 30, 1999, should be distributed based on Staff's recommendations regarding the amount and validity of each claim, with all unused bond money and interest earned on that bond returned to the bonding company. For the bond covering July 1, 1999, through June 30, 2000, the Commission first finds that the claim submitted by Harlan Eisenbraun after the hearing is a valid claim. The Commission further finds that the bond money should be distributed based on Staff's recommendations (except for its position on the stock Subscription Agreements as explained earlier) regarding the amount and validity of each claim, on a pro rata basis, including accrued interest. For the bond covering July 1, 2000, through June 30, 2001, the Commission finds that the bond money should be distributed based on Staff's recommendations regarding the amount and validity of each claim, on a pro rata basis, including accrued interest.

The Commission submitted its proposed decision to this Court. The Commission made the following proposed findings of fact and conclusions of law:

FINDINGS OF FACT

1. On August 24, 2001, the Commission filed with the Fifth Judicial Circuit a Petition to Appoint South Dakota Public Utilities Commission as a receiver of Wheetco pursuant to SDCL 49-45-16 and

SDCL Chapter 21-21, to take possession of the cash proceeds of the following grain dealer's bonds: (1) the bond commencing July 1, 1998, and ending June 30, 1999; (2) the bond commencing July 1, 1999, and ending June 30, 2000; and (3) the bond commencing July 1, 2000, and ending June 30, 2001. On September 20, 2001, the Commission was appointed receiver by the Honorable Larry H. Lovrien of the Fifth Judicial Circuit of South Dakota.

2. Pursuant to the order of the Court, the Commission held a hearing as scheduled on the claims against the bonds as described above on January 16, 2002, beginning at 1:00 p.m., at the Department of Labor Meeting Room, 420 South Roosevelt, Aberdeen, South Dakota.

3. Although the notice of the hearings only mentioned the bonds covering July 1, 1998, through June 30, 2001, the Commission received four claims concerning transactions made outside that time period. One claim was submitted against the bond for July 1, 1995, through June 30, 1996; two claims were submitted against the bond for July 1, 1996, through June 30, 1997; and one claim was submitted against the bond for July 1, 1997, through June 30, 1998.

CLAIMS AGAINST BONDS FOR JULY 1, 1995 THROUGH JUNE 30, 1998

4. Pursuant to the Court's Order, the Commission finds that it has jurisdiction to receive claims only for the bonds covering July 1, 1998, through June 30, 2001. However, the Commission also notes that Commission Staff reviewed the claims for the earlier bonds and determined that none of the claims would have been valid claims under the bonds in question because the grain concerned deferred payment contracts which are not covered by the bond or the product involved did not fall under the definition of grain. TR. at 20-25. Pursuant to SDCL 49-45-9, a grain dealer's bond "may not benefit any person entering into a voluntary credit sale with a grain dealer." A voluntary credit sale is defined as "a sale of grain or seeds pursuant to which the sale price is to be paid more than thirty days after the delivery or release of the grain for sale, including those contracts commonly referred to as deferred-payment contracts, deferred-pricing contracts and price-later contracts." SDCL 49-45-1.1(5). Thus, deferred payment contracts are statutorily excluded from bond coverage and the claimants entered into deferred payment contracts may not receive any of the bond proceeds. In addition, the definition of grain under SDCL 49-45-1.1(2) excludes "grain that has been cleaned, processed and specifically identified for intended use of planting for reproduction and for which a grain warehouse receipt has not been issued." The Commission further points out that if any of these claimants believe they have a valid claim they may bring an action in circuit court and sue under the bond. See SDCL 49-45-17.

CLAIMS AGAINST BOND FOR JULY 1, 1998, THROUGH JUNE 30, 1999

5. Five claims were submitted against the bond for July 1, 1998, through June 30, 1999.

6. Miles Bretsch submitted a claim for $24,000.00 for sunflowers. Exhibit 1E. Based on company records, Commission Staff submitted documentation supporting $23,778.24. TR. at 25; Exhibit 3Z. The difference is due to the fact that the claimant had estimated his claim. TR. at 25. The Commission finds that the claimant has a valid claim for $23,778.24.

7. Kjerstad Farm Partnership/Stephanie Kjerstad submitted a claim for $18,015.00 of safflowers, which included $2,423.37 for interest. Exhibit 1F. Commission Staff supported an amount of $15,591.63, which excludes the claim for interest. TR. at 26. Commission Staff stated that interest charges are not covered by the bond. Id. The Commission agrees that interest charges are not covered by the bond and finds that the claimant has a valid claim for $15,591.63.

8. Lazy BS, LLP/Stan Anderson submitted a claim for $6,464.00 for sunflowers, which included $964.00 for interest. Exhibit 1G. Commission Staff supported an amount of $5,500.00, which excludes the claim for interest. TR. at 26-27; Exhibit 3AB. The Commission finds that interest charges are not covered by the bond and finds that the claimant has a valid claim for $5,500.00.

9. Gary Tiegs submitted a claim for $8,937.13 for millet. Exhibit 1H. Commission Staff supported this amount. TR. at 27; Exhibit 3AF. The Commission finds that the claimant has a valid claim for $8,937.13.

10. D & M Grain submitted a claim for $1,691.25 for durum, which included an amount of $191.25 for service charges. Exhibit 1I. Commission Staff supported an amount of $1,887.33. TR. at 27-28; Exhibit 3AH. The higher amount is based on company records that showed an amount of $2,010.33, less $123.00 for the claimant's accounts receivable balance. TR. at 27. Commission Staff submitted a letter from Wheetco's Bankruptcy Trustee in which the Trustee agreed to offset the accounts receivable against the accounts payable. Exhibit 3AH. Commission Staff further recommended that the service charges not be recovered from the bond money. TR. at 28. The bonding company objected to the payment of any amount above D & M Grain's claim for $1,691.25 based on SDCL 49-45-19 that states a claim must be in writing. TR. at 103. The Commission disagrees with the bonding company that D & M Grain's written claim filed prior to the hearing limits D & M Grain to the amount listed in the claim. The evidence presented at the hearing demonstrates that company records show that D & M Grain is entitled to $1,887.33. The statute cited by the bonding company does not provide that a claim is limited to the written claim submitted prior to the hearing, especially when the evidence presented to the Commission at the hearing shows that the written claim is incorrect. The Commission finds the claimant has a valid claim for $1,887.33.

11. Based on findings of fact 6 through 10, the Commission finds that the claimants have valid claims totaling $55,694.33 against the $75,000.00 bond for July 1, 1998, through June 30, 1999. The bond money shall be distributed to the claimants in the amounts listed above and the remainder of the bond money, plus accrued interest, shall be returned to the bonding company.

CLAIMS AGAINST BOND FOR JULY 1, 1999, THROUGH JUNE 30, 2000

12. Twenty-four claims were submitted against the bond for July 1, 1999, through June 30, 2000.

13. Bert Raap submitted a claim for $8,957.16 for sunflowers. Exhibit 1B. Commission Staff supported an amount of $26.89. TR. at 29; Exhibit 3A. Commission Staff's recommendation was based on a stock Subscription Agreement entered into between Bert Raap and Wheetco. Id. Commission Staff stated that company records showed that $8,930.27 of the $8,957.16 owed for this bond period was converted to a Subscription Agreement for common stock, leaving $26.89. Id. According to the Subscription Agreement, Bert Raap subscribed to 1,434 shares of common stock of Wheetco at the price of $50.00 per share. Exhibit 3A. The Agreement purported to convert $71,700.00 of the current account of $71,726.89 owed to Bert Raap by Wheetco to common stock. Id. The Commission points out that only $8,957.16 of the $71,726.89 concerned this bonding year. A Subscription Agreement was given to Commission Staff by Larry Wheeting in September of 2000 and was not dated or notarized. TR. at 81. Commission Staff also submitted a Wheetco Stock Register, dated as of May 31, 2000, which stated that 600 shares were sold to Bert Raap between January 31, 2000, and May 31, 2000. Exhibit 3A. The Commission notes that other claimants who entered into stock Subscription Agreements did not actually sign the agreements until September of 2000. See Findings of Fact 17, 19, 38.

14. The Commission finds the Stock Register compiled by Wheetco is clearly not accurate since the Subscription Agreement referred to 1,434 shares and the Stock Register referred to 600 shares. Exhibit 3A. Further, the Commission notes that the Subscription Agreement stated that Wheetco could reject the application before issuance of stock. Exhibit 3A. Pursuant to paragraph 4 of the Subscription Agreement, "Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder." Id. No evidence was presented that, after the parties signed the Subscription Agreement, Wheetco accepted the Agreement and issued common stock to Bert Raap. The Commission finds that the evidence does not support a finding that Bert Raap converted his grain payables into common stock. Thus, the Commission finds the claimant has a valid claim for $8,957.16.

15. North Central Farmers Elevator submitted a claim for $12,768.08 for millet and sunflowers. Exhibit 1J. Commission Staff supported an amount of $12,096.10. TR. at 30; Exhibit 3F. Commission Staff stated the difference in the amounts is due to dockage and a prepaid balance for rye purchased. TR. at 30. The Commission finds that the claimant has a valid claim for $12,096.10.

16. Kent Holler submitted a claim for $3,200.55 for sunflowers. Exhibit 1K. Commission Staff supported an amount of $3,175.02. TR. at 30; Exhibit 3G. The difference in the amounts is due to the sunflower checkoff not being deducted. Id. The Commission finds the claimant has a valid claim for $3,175.02.

17. Sam Schauer submitted a claim for $47,749.93 for sunflowers. Exhibit 1L. Commission Staff supported an amount of $2,488.94. TR. at 30-32; Exhibit 3H. Commission Staff's recommendation was based on a stock Subscription Agreement entered into between Sam Schauer/Schauer Bros. and Wheetco and an error of $10.99 on an assembly sheet. Id. According to the Subscription Agreement, Sam Schauer/Schauer Bros. subscribed to 905 shares of common stock of Wheetco at the price of $50.00 per share. Exhibit 3H. The agreement purported to convert $45,250.00 of the current account of $47,479.93 owed to Sam Schauer/Schauer Bros. by Wheetco to common stock. Id. A Subscription Agreement was given to Commission Staff by Larry Wheeting in September of 2000 and was not dated or notarized. TR. at 81. Commission Staff also submitted a Wheetco Stock Register, dated as of May 31, 2000, which stated that 1500 shares were sold to the Schauers between January 31, 2000, and May 31, 2000. Exhibit 3H. Sam Schauer testified that he did not sign the Subscription Agreement until September 18, 2000. TR. at 98.

18. The Commission finds the Stock Register compiled by Wheetco is clearly not accurate since Sam Schauer did not enter into the Agreement until September 18, 2000. Exhibit 3H; TR. at 98. Further, the Commission notes that the Subscription Agreement stated that Wheetco could reject the application before issuance of stock. Exhibit 3H. Pursuant to paragraph 4 of the Subscription Agreement, "Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder." Id. No evidence was presented that, after the parties signed the Subscription Agreement, Wheetco accepted the Agreement and issued common stock to Sam Schauer. Sam Schauer stated that there was no stock. TR. at 31. The Commission finds that the evidence does not support a finding that Sam Schauer converted his grain payables into common stock. The Commission also finds there was an error of $10.99 on an assembly sheet. Thus, the Commission finds the claimant has a valid claim for $47,738.94.

19. Jake Schauer submitted a claim for $29,751.42 for sunflowers. Exhibit 1M. Commission Staff supported an amount of $1.42. TR. at 32-33; Exhibit 3I. Commission Staff's recommendation was based on a stock Subscription Agreement entered into between Jake Schauer/Schauer Bros. and

Wheetco. Id. According to the Subscription Agreement, Jake Schauer/Schauer Bros. subscribed to 595 shares of common stock of Wheetco at the price of $50.00 per share. Exhibit 3I. The agreement purported to convert $29,750.00 of the current account of $29,751.42 owed to Jake Schauer/Schauer Bros. by Wheetco to common stock. Id. A Subscription Agreement was given to Commission Staff by Larry Wheeting in September of 2000 and was not dated or notarized. TR. at 81. Commission Staff also submitted a Wheetco Stock Register, dated as of May 31, 2000, which stated that 1500 shares were sold to the Schauers between January 31, 2000, and May 31, 2000. Exhibit 3I. After the hearing, Jake Schauer sent in the dated Subscription Agreement which shows it was notarized and signed on September 18, 2000. Late-filed Exhibit received February 5, 2002. A comparison of the Agreement given to Commission Staff with the Agreement sent in by Jake Schauer shows that the Subscription Agreement given to Commission Staff had the notarized date removed prior to giving the Agreement to Staff. See Exhibit 3I; Late-filed Exhibit received February 5, 2002.

20. The Commission finds that the Stock Register compiled by Wheetco is clearly not accurate since Jake Schauer did not enter into the Agreement until September 18, 2000. Exhibit 3I; Late-filed Exhibit received February 5, 2002. Further, the Commission notes that the Subscription Agreement stated that Wheetco could reject the application before issuance of stock. Exhibit 3I. Pursuant to paragraph 4 of the Subscription Agreement, "Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder." Id. No evidence was presented that, after the parties signed the Subscription Agreement, Wheetco accepted the Agreement and issued common stock to Jake Schauer. The Commission finds that the evidence does not support a finding that Jake Schauer converted his grain payables into common stock. Thus, the Commission finds the claimant has a valid claim for $29,751.42.

21. Jim Schauer submitted a claim for $9,331.60 for sunflowers. Exhibit 1N. Commission Staff supported this amount. TR. at 33. The Commission finds the claimant has a valid claim for $9,331.60.

22. Mike Knoll submitted a claim for $11,613.66 for sunflowers. Exhibit 1Q. Commission Staff supported an amount of $9,613.16. TR. at 33; Exhibit 3L. The difference between the amounts is that Wheetco's records showed that the claimant also had an accounts receivable balance of $2,000.50. Commission Staff submitted a letter from Wheetco's Bankruptcy Trustee in which the Trustee agreed to offset the accounts receivable against the accounts payable. Exhibit 3L. The Commission finds the claimant has a valid claim for $9,613.16.

23. Don Hearnen submitted a claim for $27,793.36 for sunflowers. Exhibit 1P. Commission Staff supported this amount. TR. at 33-35; Exhibit 3M. Commission Staff also pointed out that the claimant had entered into a promissory note with Wheetco stating that the claimant agreed to lend Wheetco $22,857.37, at an interest rate of 10%. TR. at 36; Exhibit 3M. However, Commission Staff also submitted a letter from Wheetco dated October 30, 2000, to the note holders that stated that an exact commencement date on the note payments was not listed and, until confirmation and completion of the loan application was done, no certain date could be listed. TR. at 34; Exhibit 3M. Commission Staff's position was that the letter substantiated a statement made to Staff by Larry Wheeting "that the promissory notes would not be effective unless the financing package was approved." TR. at 34.

24. The Commission finds that there is not clear and convincing evidence that the promissory note constituted a novation. A "novation is made by the substitution of a new obligation between the

same parties, with intent to extinguish the old obligation." SDCL 20-7-6. A review of the promissory note shows that no mention is made that the loan was intended to replace the grain payable amount owed to the claimant. Thus, the Commission finds the claimant has a valid claim for $27,793.36.

25. Merritt Patterson & Sons, Dale Patterson, submitted a claim for $14,845.05 for safflowers. Exhibit 1Q. Commission Staff supported this amount. TR. at 35-36; Exhibit 3O. Commission Staff also pointed out that the claimant had entered into a promissory note with Wheetco stating that the claimant agreed to lend Wheetco $20,184.21. at an interest rate of 10%. TR. at 36; Exhibit 3O. However, Commission Staff also submitted a letter from Wheetco dated October 30, 2000, to the note holders that stated that an exact commencement date on the note payments was not listed and, until confirmation and completion of the loan application was done, no certain date could be listed. TR. at 35-36; Exhibit 3O. Commission Staff's position was that the letter substantiated "Mr. Wheeting's statement that the promissory notes would not be effective unless the financing package was approved." TR. at 36.

26. With respect to the promissory note signed by the claimant, the Commission first points out that the note was not signed by a Wheetco representative. In addition, the Commission finds that there is not clear and convincing evidence that the promissory note constituted a novation. A "novation is made by the substitution of a new obligation between the same parties, with intent to extinguish the old obligation." SDCL 20-7-6. A review of the promissory note shows that no mention is made that the loan was intended to replace the grain payable amount owed to the claimant. Thus, the Commission finds the claimant has a valid claim for $14,845.05.

27. KSP Farms, Inc., Kevin Swanson submitted a claim for $3,573.77 for sunflowers. Exhibit 1R. Commission Staff supported this amount. TR. at 36. The Commission finds the claimant has a valid claim for $3,573.77.

28. Clark Roeber submitted a claim for $15,246.45 for sunflowers. Exhibit 1S. Commission Staff supported this amount. TR. at 36-37. The Commission finds the claimant has a valid claim for $15,246.45.

29. Joel Durheim/First National Bank of Frederick submitted a claim for $6,305.10 for sunflowers. Exhibit 1T. Commission Staff supported this amount. TR. at 37-38. The Commission finds the claimant has a valid claim for $6,305.10.

30. Joe Cameron submitted a claim for $5,038.57 for millet. Exhibit 1U. Commission Staff supported an amount of $3,188.49. TR. at 38; Exhibit 3R. The difference between the amounts is that Wheetco's records showed that the claimant also had an accounts receivable balance of $1,850.08. Id. Commission Staff submitted a letter from Wheetco's Bankruptcy Trustee in which the Trustee agreed to offset the accounts receivable against the accounts payable. Exhibit 3R. The Commission finds the claimant has a valid claim for $3,188.49.

31. Owen Elsen submitted a claim for $9,209.79 for sunflowers. Exhibit 1V. Commission Staff supported an amount of $8,071.29. TR. at 38-39; Exhibit 3T. The difference between the amounts is that Wheetco's records showed that the claimant also had an accounts receivable balance of $1,138.50. Id. Commission Staff submitted a letter from Wheetco's Bankruptcy Trustee in which the Trustee agreed to offset the accounts receivable against the accounts payable. Exhibit 3T. The Commission finds the claimant has a valid claim for $8,071.29.

32. The Bottum Brothers submitted a claim for $14,656.91 for sunflowers. Exhibit 1W. Commission Staff supported this amount. TR. at 39; Exhibit 3U. The Commission finds the claimant has a valid claim for $14,656.91.

33. KH, Inc. submitted a claim for $4,002.11 for sunflowers. Exhibit 1X. Commission Staff supported an amount of $3,950.00. TR. at 39; Exhibit 3V. The difference in the amounts is due to a deduction for the sunflower checkoff and a transfer fee. Id. The Commission finds the claimant has a valid claim for $3,950.00.

34. Witten Feed and Grain submitted a claim for $4,804.80 for milo. Exhibit 1Y. Commission Staff supported an amount of $4,290.49. TR. at 39-40; Exhibit 3W. The difference in the amounts is based on company records which showed $4,290.49 for milo and $511.74 for freight. TR. at 40; Exhibit 3W. Commission Staff recommended that the amount for freight not be included because freight charges are not a valid claim under the bond. TR. at 40. The Commission agrees and finds that the claimant has a valid claim for $4,290.49.

35. Clarence Wagner submitted a claim for $21,095.43 for sunflowers. Exhibit 1Z. Commission Staff supported this amount. TR. at 40. The Commission finds the claimant has a valid claim for $21,095.43.

36. Mark Saunders submitted a claim for $2,262.54 for sunflowers. Exhibit 1AA. Commission Staff supported this amount. TR. at 40. The Commission finds the claimant has a valid claim for $2,262.54.

37. Clem Handcock submitted a claim for $3,005.32, plus interest, for millet. Exhibit 1AB. Commission Staff supported an amount of $3,005.64 based on company records and recommended no interest charges be allowed. TR. at 40-41; Exhibit 3AC. The Commission finds the claimant has a valid claim for $3,005.64

38. The Schurrs submitted a claim for $95,601.11 for sunflowers. Exhibit 1AC. The Schurrs are comprised of Arnold Schurr and his son Steve Schurr. TR. at 89. Commission Staff stated that company records showed an amount of $96,050.00 but recommended that nothing be paid on this claim. TR. at 41-43; Exhibit 3AD. The difference between the Schurrs' claim of $95,601.11 and Staff's amount of $96,050.00 is due to the sunflower checkoff, assembly sheet errors, and a transfer fee. TR. at 41. Commission Staff's recommendation that nothing be paid on the claim was based on a stock Subscription Agreement entered into between the Schurrs and Wheetco. TR. at 41-43. According to the Subscription Agreement, the Schurrs subscribed to 1,921 shares of common stock of Wheetco at the price of $50.00 per share. Exhibit 3AD. The agreement purported to convert $96,050.00 of the current account of $96,050.00 owed to the Schurrs by Wheetco to common stock. Id. The Subscription Agreement was given to Commission Staff by Larry Wheeting in September of 2000 and was not dated or notarized. TR. at 81. Commission Staff also submitted a Wheetco Stock Register, dated as of May 31, 2000, which stated that 2000 shares were sold to the Schurrs between January 31, 2000, and May 31, 2000. Exhibit 3AD. At the hearing, Arnold Schurr submitted a dated Subscription Agreement which shows it was notarized and signed on September 19, 2000. Exhibit A. A comparison of the Agreement given to Commission Staff with the Agreement submitted by Arnold Schurr shows that the Subscription Agreement given to Commission Staff had the notarized date removed prior to giving the Agreement to Staff. See Exhibits 3AD, A.

39. The Commission finds that the Stock Register compiled by Wheetco is clearly not accurate since Arnold Schurr did not enter into the Agreement until September 19, 2000. Exhibit 3AD; Exhibit A.

Further, the Commission notes that the Subscription Agreement stated that Wheetco could reject the application before issuance of stock. Exhibit A. Pursuant to paragraph 4 of the Subscription Agreement, "Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder." Id. No evidence was presented that, after the parties signed the Subscription Agreement, Wheetco accepted the Agreement and issued common stock to the Schurrs. The Commission finds that the evidence does not support a finding that the Schurrs converted their grain payables into common stock. Thus, the Commission finds the claimant has a valid claim for $96,050.00.

40. Rix Farms, Inc. submitted a claim for $62,672.12 for sunflowers, certified Oxen wheat, certified Ignot wheat, certified Russ wheat, and wheat. Exhibit 1AD. Commission Staff supported an amount of $14,495.30. TR. at 43-44; Exhibit 3AE. Commission Staff stated that $14,227.35 of the claim was for certified Oxen wheat, $13,022.67 of the claim was for Ignot wheat, and $20,926.80 of the claim was for Russ wheat. TR. at 43; Exhibit 3AE. Commission Staff stated that the certified wheat is not included in the definition of grain and is therefore not covered by the bond. TR. at 43. The Commission agrees that the certified wheat is not grain as defined by SDCL 49-45-1.1(2) which excludes "grain that has been cleaned, processed and specifically identified for intended use of planting for reproduction and for which a grain warehouse receipt has not been issued."

41. Commission Staff also pointed out that the claimant had entered into a promissory note with Wheetco stating that the claimant agreed to lend Wheetco $60,846.03, at an interest rate of 8%. TR. at 43; Exhibit 3AE. However, Commission Staff also submitted a letter from Wheetco dated October 30, 2000, to the note holders that stated that an exact commencement date on the note payments was not listed and, until confirmation and completion of the loan application was done, no certain date could be listed. TR. at 44; Exhibit 3AE. Commission Staff's position was that the letter substantiated a statement made to Staff by Larry Wheeting "that the promissory notes would not be effective unless the financing package was approved." TR. at 44.

42. The Commission finds that there is not clear and convincing evidence that the promissory note constituted a novation. A "novation is made by the substitution of a new obligation between the same parties, with intent to extinguish the old obligation." SDCL 20-7-6. A review of the promissory note shows that no mention is made that the loan was intended to replace the grain payable amount owed to the claimant. Therefore, the Commission finds the claimant has a valid claim for $14,495.30.

43. Erickson Farms submitted a claim for $4,650.40 for wheat and millet, which included trucking costs. Exhibit 1AE. Commission Staff supported an amount of $4,175.62 which was based on company records that showed $3,822.00 for millet and $353.62 for wheat. TR. at 44-45; Exhibit 3AG. Commission Staff excluded the trucking expenses as not covered by the bond. TR. at 44. On March 1, 2002, the Commission received a claim from Harlan Eisenbraun stating that he had delivered $3,822.00 of millet to Wheetco on June 30, 2000. On March 5, 2002, the Commission received a Motion to Reopen the Record from Commission Staff. The motion explained that at the hearing held on January 16, 2002, Staff had recommended that Erickson Farms had a valid claim in the amount of $4,175.62, with $3,822.00 for millet and $353.62 for wheat. Following the hearing, Commission Staff learned that the millet was owned by Harlan Eisenbraun and Erickson Farms had merely performed the trucking service. Darrel Erickson confirmed that was the case. Late-filed Exhibit 10. Based on further documentation received from Wheetco, Commission Staff stated that Erickson Farms has a valid claim for $353.62 for wheat and Harlan Eisenbraun/First Western Bank has a valid claim for $3,822.00 for millet. Late-filed Exhibits 11A, 11B, 12A, 12B. At its March 28, 2002, meeting, the Commission granted Staff's Motion to Reopen Record. The Commission agrees

with Commission Staff that trucking costs are not covered under the bond and finds that Erickson Farms has a valid claim for $353.62.

44. On March 1, 2002, Harlan Eisenbraun submitted a claim for $3,822.00 of millet. Late-filed Exhibit 12A. As explained in the preceding paragraph, at the hearing, the $3,822.00 of millet was originally thought to have belonged to Erickson Farms. Based on documentation received after the hearing, Commission Staff is now recommending that Harlan Eisenbraun has a valid claim for $3,822.00. Late-filed Exhibits 10, 11A, 11B, 12A, 12B. The Commission agrees and finds the claimant has a valid claim for $3,822.00.

45. D & M Grain submitted a claim for $107,036.12 for sunflowers, oats, and millet, which included $478.00 for service charges. Exhibit 1I. Commission Staff supported an amount of $94,305.29. TR. at 45-46; Exhibit 3AH. The difference in the amounts is due to payments made by Wheetco, the difference in price per pound and per bushel, and an accounts receivable balance for D & M Grain. Id. Commission Staff also recommended denial of recovery of the service charges. TR. at 45-46. The Commission agrees with all of Commission Staff's recommendations and finds the claimant has a valid claim for $94,305.29.

46. Based on findings of fact 13 through 45, the Commission finds that the claimants have valid claims totaling $457,974.13 against the bond for July 1, 1999, through June 30, 2000. The bond money, including accrued interest, shall be distributed to the claimants on a pro rata basis.

CLAIMS AGAINST BOND FOR JULY 1, 2000, THROUGH JUNE 30, 2001

47. Twenty-five claims were submitted against the bond for July 1, 2000, through June 30, 2001.

48. Roger Hurlbert submitted a claim for $4,436.37 for sunflowers. Exhibit 1AF. Commission Staff supported an amount of $4,231.50. TR. at 46-47; Exhibit 3C. The difference in the amounts was due to dockage and the sunflower checkoff. TR. at 46; Exhibit 3C. The Commission finds the claimant has a valid claim for $4,231.50.

49. Russ Hurlbert submitted a claim for $2,957.58 for sunflowers. Exhibit 1AG. Commission Staff supported an amount of $2,821.00. TR. at 47; Exhibit 3D. The difference in amounts is due to dockage and the sunflower checkoff. Id. The Commission finds the claimant has a valid claim for $2,821.00.

50. Gary Meikeljohn submitted a claim for $23,639.64 for sunflowers. Exhibit 1AH. Commission Staff supported an amount of $23,468.64. TR. at 47; Exhibit 3E. The difference in amounts was due to the sunflower checkoff and the number of pounds on scale ticket no. 11370. Id. Commission Staff also pointed out that the claimant had entered into a promissory note with Wheetco stating that the claimant agreed to lend Wheetco $23,468.64, at an interest rate of 10.6%. TR. at 47-48; Exhibit 3E. However, Commission Staff also submitted a letter from Wheetco dated October 30, 2000, to the note holders stated that an exact commencement date on the note payments was not listed and, until confirmation and completion of the loan application was done, no certain date could be listed. TR. at 48; Exhibit 3E. Commission Staff's position was that the letter substantiated a statement made to Staff by Larry Wheeting "that the promissory notes would not be effective unless the financing package was approved." TR. at 48.

51. The Commission finds that there is not clear and convincing evidence that the promissory note constituted a novation. A "novation is made by the substitution of a new obligation between the

same parties, with intent to extinguish the old obligation." SDCL 20-7-6. A review of the promissory note shows that no mention is made that the loan was intended to replace the grain payable amount owed to the claimant. Thus, the Commission finds the claimant has a valid claim for $23,468.64.

52. The Duenwald Brothers/Bank of Hoven submitted a claim for $2,904.18 for sunflowers. Exhibit 1AI. Commission Staff supported this amount. TR. at 48. The Commission finds the claimant has a valid claim for $2,904.18.

53. Warner Co-operative Co. Elevator submitted a claim for $4,431.53 for millet. Exhibit 1AJ. Commission Staff supported this amount. TR. at 48. The Commission finds the claimant has a valid claim for $4,431.53.

54. PENCO of South Dakota submitted a claim for $24,636.20 for sunflowers, which included $4,893.56 for trucking expenses. Exhibit 1AK. Commission Staff supported an amount of $19,742.64 for the sunflowers but recommended denial of the trucking expenses as not covered by the bond. TR. at 49. The Commission agrees and finds the claimant has a valid claim for $19,742.64.

55. Densley Zambo submitted a claim for $8,079.75 for sunflowers. Exhibit 1AL. Commission Staff supported an amount of $7,668.47. TR. at 49; Exhibit 3J. The difference in the amounts is due to dockage and the sunflower checkoff. Id. The Commission finds the claimant has a valid claim for $7,668.47.

56. Holyoke Coop Association submitted a claim for $17,315.65 for millet. Exhibit 1AM. Commission Staff supported an amount of $12,477.73. TR. at 49-50; Exhibit 3K. The difference between the amounts is that Wheetco's records showed that the claimant also had an accounts receivable balance of $4,837.92. Id. Commission Staff submitted a letter from Wheetco's Bankruptcy Trustee in which the Trustee agreed to offset the accounts receivable against the accounts payable. Exhibit 3K. The Commission finds the claimant has a valid claim for $12,477.73.

57. Fred Eisenbraun/First Western Bank submitted a claim for $5,820.00 for safflowers. Exhibit 1AN. Commission Staff supported an amount of $5,659.15. TR. at 50; Exhibit 3N. The difference in the amounts is due to dockage and the safflower checkoff. Id. The Commission finds the claimant has a valid claim for $5,659.15.

58. RDZ Farms, Inc. submitted a claim for $6,138.31 for millet. Exhibit 1AQ. Commission Staff supported this amount. TR. at 50. The Commission finds the claimant has a valid claim for $6,138.31.

59. Merritt Patterson & Sons/Dale Patterson submitted a claim for $5,339.17 for safflowers. Exhibit 1Q. Commission Staff supported this amount. TR. at 51-52; Exhibit 3O. Commission Staff also pointed out that the claimant had entered into a promissory note with Wheetco stating that the claimant agreed to lend Wheetco $20,184.21. TR. at 51; Exhibit 3O. However, Commission Staff also submitted a letter from Wheetco dated October 30, 2000, to the note holders that stated that an exact commencement date on the note payments was not listed and, until confirmation and completion of the loan application was done, no certain date could be listed. TR. at 34; Exhibit 3O. Commission Staff's position was that the letter substantiated a statement made to Staff by Larry Wheeting "that the promissory notes would not be effective unless the financing package was approved." TR. at 51.

60. With respect to the promissory note, the Commission first points out that the note was not signed by a Wheetco representative. In addition, the Commission finds that there is not clear and convincing evidence that the promissory note constituted a novation. A "novation is made by the substitution of a new obligation between the same parties, with intent to extinguish the old obligation." SDCL 20-7-6. A review of the promissory note shows that no mention is made that the loan was intended to replace the grain payable amount owed to the claimant. Thus, the Commission finds the claimant has a valid claim for $5,339.17.

61. Gaylon Goldin submitted a claim for $4,782.81 for sunflowers. Exhibit 1AP. Commission Staff supported this amount. TR. at 52. The Commission finds the claimant has a valid claim for $4,782.81.

62. Paoli Farmers Coop Elevator Co. submitted a claim for $3,190.80 for red millet. Exhibit 1AQ. Commission Staff supported this amount. TR. at 52; Exhibit 3S. The Commission finds the claimant has a valid claim for $3,190.80.

63. B & L Gorman/First Bank of Gackle submitted a claim for $14,283.20 for sunflowers. Exhibit 1AR. Commission Staff supported this amount. TR. at 52-53. The Commission finds the claimant has a valid claim for $14,283.20.

64. Carl Peterson submitted a claim for $3,076.16 for sunflowers. Exhibit 1AS. Commission Staff supported this amount. TR. at 53. The Commission finds the claimant has a valid claim for $3,076.16.

65. Leo Naber submitted a claim for $6,575.56 for millet. Exhibit 1AT. Commission Staff supported this amount. TR. at 53. The Commission finds the claimant has a valid claim for $6,575.56.

66. Roger Vandervorste submitted a claim for $29,511.49 for sunflowers. Exhibit 1AU. Commission Staff supported this amount. TR. at 53-54; Exhibit 3P. Commission Staff also pointed out that the claimant had entered into a promissory note with Wheetco stating that the claimant agreed to lend Wheetco $29,511.49, at an interest rate of 10%. TR. at 53; Exhibit 3P. However, Commission Staff also submitted a letter from Wheetco dated October 30, 2000, to the note holders that stated that an exact commencement date on the note payments was not listed and, until confirmation and completion of the loan application was done, no certain date could be listed. TR. at 54; Exhibit 3P. Commission Staff's position was that the letter substantiated a statement made to Staff by Larry "that the promissory notes would not be effective unless the financing package was approved." TR. at 54.

67. The Commission finds that there is not clear and convincing evidence that the promissory note constituted a novation. A "novation is made by the substitution of a new obligation between the same parties, with intent to extinguish the old obligation." SDCL 20-7-6. A review of the promissory note shows that no mention is made that the loan was intended to replace the grain payable amount owed to the claimant. Thus, the Commission finds the claimant has a valid claim for $29,511.49.

68. Jim Faulstich/American State Bank of Pierre submitted a claim for $15,599.82 for sunflowers. Exhibit 1AV. Commission Staff supported an amount of $11,843.27. TR. at 54-55; Exhibit 3Q. The difference in the amounts is based on Wheetco records that showed a check for $3,756.55 had been paid to the claimant and had cleared the bank. Id. The Commission finds the claimant has a valid claim for $11,843.27.

69. Joe Cameron submitted a claim for $7,884.80 for millet. Exhibit 1U. Commission Staff supported an amount of $4,293.23. TR. at 55; Exhibit 3R. The difference in the amounts is due to dockage, price per pound, and additional scale tickets. Id. In addition, Wheetco's records showed that the claimant also had an accounts receivable balance of $3,962.40. Id. Commission Staff submitted a letter from Wheetco's Bankruptcy Trustee in which the Trustee agreed to offset the accounts receivable against the accounts payable. Exhibit 3R. The Commission finds the claimant has a valid claim for $4,293.23.

70. Clayton Kjerstad submitted a claim for $19,536.80 for millet, which included $800.00 for trucking expenses. Exhibit 1AW. Commission Staff supported an amount of $12,118.15. TR. at 55-56; Exhibit 3AJ. The difference in the amounts is due to dockage, a price difference, and that company records showed that one of the scale tickets had been paid. Id. In addition, Commission Staff recommended that the trucking expenses not be allowed because those expenses are not covered by the bond. TR. at 56. The Commission agrees and finds the claimant has a valid claim for $12,118.15.

71. Farmers Oil Company submitted a claim for $5,340.37 for sunflowers. Exhibit 1AX. Commission Staff supported an amount of $5,072.25. TR. at 56; Exhibit 3X. The difference in amounts is due to dockage and minor weight differences. Id. The Commission finds that the claimant has a valid claim for $5,072.25.

72. Kerwyn Holsing submitted a claim for $5,230.62 for sunflowers. Exhibit 1AY. Commission Staff supported this amount. TR. at 56. The Commission finds that the claimant has a valid claim for $5,230.62.

73. Myron Dieterle submitted a claim for $8,930.85 for sunflowers. Exhibit 1AZ. Commission Staff supported an amount of $8,863.65. TR. at 57; Exhibit 3Y. The difference in amounts is due to the sunflower checkoff and dockage. Id. The Commission finds the claimant has a valid claim for $8,863.65.

74. Equinox Enterprises submitted a claim for $5,885.98 for millet, which included a deduction for an accounts receivable balance. Exhibit 1BA. Commission Staff supported this amount. TR. at 57; Exhibit 3AA. Wheetco's records confirmed that the claimant had an accounts receivable balance of $4,085.76. Id. Commission Staff submitted a letter from Wheetco's Bankruptcy Trustee in which the Trustee agreed to offset the accounts receivable against the accounts payable. Exhibit 3AA. The Commission finds the claimant has a valid claim for $5,885.98.

75. Clem Handcock submitted a claim for $23,845.90, plus interest, for millet. Exhibit 1AB. Commission Staff supported an amount of $23,833.22. TR. at 57-58; Exhibit 3AC. The difference in the amounts is due to the claimant's inclusion of freight and storage charges, plus minor differences in the price and balances on some of the assembly sheets. Id. Commission Staff recommended that recovery of freight and storage charges and the request for interest charges be denied. TR. at 58. The Commission agrees and finds the claimant has a valid claim for $23,833.22.

76. Based on findings of fact 48 through 75, the Commission finds that the claimants have valid claims totaling $233,442.71 against the $75,000.00 bond for July 1, 2000, through June 30, 2001. The bond money, including any accrued interest, shall be distributed to the claimants on a pro rata basis.

INTEREST ON BOND MONEY

77. Commission Staff stated that all the interest earned on the bond money should be distributed on a pro rata basis to the claimants. TR. at 61-62. The bonding company's position was that any interest earned was the property of the bonding company and should be returned to the company. TR. at 104-105. The Commission disagrees with the bonding company's position. As a general rule, "[a]ny profit or benefit accruing from [a receiver's] management of or dealings with the property committed to [the receiver's] charge must inure to the trust estate." 75 C.J.S. Receivers § 182(a). Thus, the Commission finds that for the bond periods covering July 1, 1999, through June 30, 2001, all interest earned should be distributed on a pro rata basis to the claimants. For the bond period covering July 1, 1998, through June 30, 1999, the interest earned on the bond money shall be distributed to the bonding company.

CONCLUSIONS OF LAW

1. The Court has jurisdiction over this matter pursuant to SDCL 49-45-16, and SDCL Chapter 21-21.

2. The Commission has jurisdiction over this matter as a receiver appointed by the Court pursuant to SDCL Chapter 21-21, and SDCL Chapter 49-45, specifically 49-45-16.

3. The Commission does not have jurisdiction to consider the four claims received against the bonds covering July 1, 1995 through June 30, 1998. The Commission only received an appointment from the Court to act as a receiver for the bonds covering July 1, 1998, through June 30, 2001.

4. With respect to the promissory notes entered into between some of the claimants and Wheetco, the Commission finds that there is not clear and convincing evidence that the promissory note constituted a novation. A "novation is made by the substitution of a new obligation between the same parties, with intent to extinguish the old obligation." SDCL 20-7-6. The "[e]ssential elements of novation are: (1) a previous valid obligation, (2) agreement of all parties to the substitution under a new contract based on sufficient consideration, (3) extinguishment of the old contract, and (4) the validity of the new contract." Haggar v. Olfert, 387 N.W. 2d 45, 50 (S.D. 1986). Clear and convincing evidence is needed in order to find a novation. Id. A review of the promissory note shows that no mention is made that the loan was intended to replace the grain payable amount owed to the claimant.

5. Similarly, with respect to the stock Subscription Agreements, the Commission finds that the evidence does not support a finding that the claimants who signed stock Subscription Agreements converted their grain payables into common stock. The Commission finds that the Stock Register compiled by Wheetco which purported to reflect stockholders through May 31, 2000, is clearly not accurate given the Subscription Agreements entered into the record by some of the claimants which showed that the Agreements were not signed until September of 2000. See Exhibit 3AD; Exhibit A. Further, the Commission notes that the Subscription Agreement stated that Wheetco could reject the application before issuance of stock. Exhibit A. Pursuant to paragraph 4 of the Subscription Agreement, "Wheetco, Inc. may reject this application before issuance of stock and conversion of the account by notice to the subscriber and return of any monies paid hereunder." Id. No evidence was presented that, after the parties signed the Subscription Agreement, Wheetco accepted the Agreement and issued common stock to the claimants.

6. The Commission rejects the bonding company's claim that a claimant may not receive any amount above his written claim which is submitted prior to the hearing. The evidence presented at the hearing demonstrates that company records show that D & M Grain is entitled to $1,887.33. The statute cited by the bonding company, SDCL 49-45-19, does not provide that a claim is limited to the written claim submitted prior to the hearing, especially when the evidence presented to the Commission at the hearing shows that the written claim is incorrect.

7. The Commission finds that when the bond is not sufficient to cover 100% of the claims, the interest earned on the bond money should be distributed on a pro rata basis to the claimants. The Commission disagrees with the bonding company's position that any interest earned was the property of the bonding company and must be returned to the company. As a general rule, "[a]ny profit or benefit accruing from [a receiver's] management of or dealings with the property committed to [the receiver's] charge must inure to the trust estate." 75 C.J.S. Receivers § 182(a). Further, the Commission points out that the Commission was given the authority to invest the bond proceeds in an interest bearing account. "A receiver who has on hand such a sum of money belonging to the estate that if it were his own he would invest it, has been held to have the duty to ask leave of the court to invest it, and to try, in good faith, to keep it invested for the benefit of the persons ultimately entitled." Id. at § 173 (emphasis added). Thus, the Commission finds that for the bond periods covering July 1, 1999, through June 30, 2001, all interest earned should be distributed on a pro rata basis to the claimants. For the bond period covering July 1, 1998, through June 30, 1999, the interest earned on the bond money shall be distributed to the bonding company since the claimants received 100% of their claims.

8. All of the above claims found valid by the Commission in findings of fact 6-10 are legitimate claims on the proceeds of the $75,000.00 grain dealer's bond, commencing July 1, 1998, and ending June 30, 1999. All such claims shall be paid out of the proceeds of the bond. The remaining bond money shall be returned to the bonding company, along with accrued interest.

9. All of the above claims found valid by the Commission in findings of fact 13-45 are legitimate claims on the proceeds of the $75,000.00 grain dealer's bond, commencing July 1, 1999, and ending June 30, 2000. All such claims shall be paid out of the proceeds of the bond, along with accrued interest.

10. All of the above claims found valid by the Commission in findings of fact 48-75 are legitimate claims on the proceeds of the $75,000.00 grain dealer's bond, commencing July 1, 2000, and ending June 30, 2001. All such claims shall be paid out of the proceeds of the bond, along with accrued interest.

It is therefore

ORDERED, that if these findings of fact and conclusions of law are accepted by the Court, the Commission, as receiver, shall pay the above claims from the grain dealer's bonds in the amounts listed above. Accumulated interest on the grain dealer's bonds for the bonding period of July 1, 1999, through June 30, 2001, shall be distributed on a pro rata basis to the eligible claimants of the bond proceeds. Accumulated interest on the grain dealer's bond for the bonding period of July 1, 1998 through June 30, 1999, and all remaining bond proceeds shall be distributed to the bonding company.

Dated this 10th day of April, 2002.

BY THE COURT:

Circuit Court Judge

ATTEST:

M. L. Kuhfeld
Clerk of Courts

(SEAL) Barbara Kenyon
Deputy

State of South Dakota }
County of Brown } ss

I, M. L. Kuhfeld, Clerk of the Circuit Court, do hereby certify that the within and foregoing is a full, true and complete copy of the original instrument, as the same appears on file in this office. ~~The same is hereto annexed.~~

Dated at 16 day of April 2002

M. L. KUHFELD, Clerk of Courts, Brown County

By _____ Deputy

Wells Fargo Bank South Dakota N.A.
333 East Sioux Avenue
P.O. Box 699
Pierre, SD 57501
605 224-6460
605 224-1530 Fax

WELLS FARGO

RECEIVED
MAY 20 2002
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

MAY 20, 2002

SD PUBLIC UTILITIES COMMISSION
500 E CAPITOL AVE
PIERRE SD 57501

+
TO WHOM IT MAY CONCERN:

ON MONDAY, MAY 20TH, WE CLOSED ACCOUNT 1922110067 AT A BALANCE OF $227,617.75 AND DISPERSED THE FUNDS. THIS WAS ONE CENT HIGHER THAN THE PROJECTED BALANCE, SO THE DIFFERENCE WAS ABSORBED.

SINCERELY,

Lorie A Jirschele

LORIE A JIRSCHELE
CUSTOMER SERVICE