



16322 W. Washington St.  
Valders, WI 54245

### CREDIT APPLICATION AND AGREEMENT

PLEASE FILL OUT YELLOW HIGHLIGHTED AREAS

**\*\*CORPORATIONS/LLCs, PLEASE FILL OUT BOTH YELLOW AND GREEN HIGHLIGHTED AREAS\*\***

<b>LEGAL FARM NAME:</b>			
<b>PRINCIPAL OWNERS:</b>			
<b>FARM ADDRESS:</b>			
<b>CITY:</b>	<b>STATE:</b>	<b>ZIP CODE:</b>	<b>COUNTY:</b>
<b>MAILING ADDRESS (IF DIFFERENT):</b>			
<b>PHONE:</b>	<b>EMAIL:</b>		
<b>CORPORATION</b> <input type="checkbox"/>	<b>SOLE PROPRIETOR</b> <input type="checkbox"/>	<b>PARTNERSHIP</b> <input type="checkbox"/>	<b>LIMITED LIABILITY COMPANY</b> <input type="checkbox"/>

<b>BANK:</b>	<b>CITY:</b>
<b>PHONE #:</b>	<b>EMAIL:</b>
<b>NAME OF ACCOUNT OFFICER:</b>	

<b>TRADE REFERENCES (EXCLUDE C.O.D.)</b>		
<b>NAME:</b>		
<b>ADDRESS:</b>		
<b>PHONE #:</b>	<b>EMAIL:</b>	<b>ACCT #:</b>
<b>NAME:</b>		
<b>ADDRESS:</b>		
<b>PHONE #:</b>	<b>EMAIL:</b>	<b>ACCT #:</b>

With the advancements in technology and the need to receive information faster, we are offering our customers new options to receive their invoices and statements. (Please write down e-mail or fax number if different from above.)

**Invoices:** What would you like us to do with invoices that are not sent out with the feed?

- E-mail \_\_\_\_\_
- Toss them because the information will be on my statement.

**Statements:** How would you like to receive your monthly statements?

- E-mail \_\_\_\_\_
- Mail

The undersigned individual represents and warrants to CP Feeds, LLC ("The Company") that he/she is the principal owner, partner or the sole proprietor of the above-referenced business (the "Business") and has the authority to grant the rights granted herein and agrees to the terms herein on behalf of the Business. On behalf of the Business, the undersigned hereby authorizes The Company to contact the above-listed Bank and Trade references for the purposes of The Company determining the creditworthiness of the Business and the ability of the Business to abide by the terms of sale of goods by The Company to the Business now and in the future. The Company may also contact such references from time to time to determine the status of the Business and the collectibility of any outstanding invoices between the Business and The Company without further authorization from the undersigned or the Business. The Company is hereby authorized to share a copy of this Credit Application with any of the bank and trade references listed above for the purpose of providing proof of authorization by the Business for disclosure of credit information concerning the Business to the Company by such bank and trade references. In addition, the undersigned acknowledges that personal credit history of the undersigned is a factor in The Company's determination to extend credit terms to the Business, and therefore, the undersigned authorizes The Company to obtain personal, consumer credit reports regarding the undersigned and to rely on such reports as a material factor in determining whether to extend credit to the Business.

By executing this Credit Application, the Business agrees to pay all invoices issued by The Company to the Business strictly in accordance with their terms and to accept all of the Company's General Terms and Conditions, which are attached as follows:

- (a) The billing cycle is from the 20<sup>th</sup> day of each month to the 19<sup>th</sup> day of the next month. Statements will be mailed on the 20<sup>th</sup> day of each month.
- (b) All purchases charged between the first day of the month and the 19<sup>th</sup> day of the month will be due by the 27<sup>th</sup> day of the month in which they were charged. All goods charged between the 20<sup>th</sup> day of the month and the last day of the month will be due on the 27<sup>th</sup> day of the next month.
- (c) All invoices billed with a 2% discount will be eligible for that discount if the account is paid in full by date designated on the invoice or statement.
- (d) All charges that are not paid when and as due shall be subject to interest at the rate of 18% per annum.
- (e) Payments shall be applied first to interest, then to the principal amount of the account. If The Company has incurred collection costs, including and attorney costs and fees in regard to the account, such costs and fees shall be paid before interest and principal.
- (f) All invoice amounts shall be presumed accurate and undisputed if the Business does not dispute any entry in an invoice in writing within 15 days of the date of the statement.
- (g) The Company shall not be responsible for an incidental, consequential, indirect, exemplary or punitive damages in regard to any goods sold or any other transaction between The Company and the Business.

To the extent the terms of any purchase order submitted by the Business to The Company differ from the terms of invoice issued by The Company to the Business, the terms of The Company's invoices shall govern. The terms of this Credit Application shall supersede and take precedence over any conflicting standard terms contained in any purchase order received by the Business from The Company and any invoices issued by The Company to the Business. If any invoice issued by The Company to the Business is not paid strictly in accordance with its terms or if The Company believes the Business is insolvent or otherwise unable to pay its obligations as they come due, The Company shall have the right, among other things, to refuse to fill any pending order, to stop any shipment in progress, to change the terms of any purchase order accepted by The Company to C.O.D., cash in advance or similar terms, to likewise change the terms of any future purchase order between the Business and The Company and/or to proceed with any legal remedy available to The Company in law or in equity.

The Business also agrees to pay interest at the rate of eighteen percent (18%) per annum on all invoices paid beyond their stated terms. In addition, to the extent The Company places the account of the Business in the hands of a third party for collection, the Business shall pay all collection costs, including but not limited to collection agency fees and actual attorney fees, that may be assessed by such third party collectors, whether such costs of collection are incurred before the initiation of formal legal proceedings, during such proceedings or after the entry of judgment.

All sales between The Company and the Business shall be governed by the Uniform Commercial Code as enacted by the State of Wisconsin and any other applicable laws of the State of Wisconsin, except to the extent that law may be in conflict with the terms of this Credit Application, in which case, the terms of this Credit Application shall govern.

The unenforceability of any provision of this Credit Application (as determined by a court of competent jurisdiction) shall not affect any other provision hereof or render the remaining terms of this Credit Application void.

The Business shall timely notify The Company of any change in the information provided in this Credit Application and, upon request of The Company, shall issue updated Credit Applications.

THE UNDERSIGNED RECOGNIZES THAT IT WOULD BE INCONVENIENT FOR THE COMPANY TO ENFORCE PAYMENT OF THE OBLIGATIONS OF THE BUSINESS TO THE COMPANY IN A FORUM LOCATED OUTSIDE OF MANITOWOC COUNTY IN THE STATE OF WISCONSIN, AND THEREFORE, ANY ACTION BROUGHT BY THE COMPANY TO ENFORCE PAYMENT OF ANY INVOICES SHALL BE VENUED EXCLUSIVELY IN MANITOWOC COUNTY, WISCONSIN, TO WHICH VENUE AND JURISDICTION THE BUSINESS EXPRESSLY CONSENTS. THE BUSINESS SHALL NOT SEEK TO REMOVE ANY CASE FILED IN SUCH FORUM TO ANY FEDERAL COURT.

The undersigned represents and warrants to The Company, which representations and warranties shall continue and be deemed reiterated with each purchase order submitted to The Company, that the foregoing information is true and correct and that there are no facts or circumstances that would render the Business unable to honor payment obligations to The Company according to the terms set forth above. The undersigned acknowledges that The Company will rely on the accuracy of the information set forth herein in determining whether to extend credit to the Business.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### PERSONAL GUARANTY

For good and valuable consideration, including the extension of credit by CP Feeds, LLC ("The Company") to

**PRINT NAME** \_\_\_\_\_ (the "Debtor"), the undersigned agrees to personally guaranty the prompt payment of all sums due and owing in the future from the Debtor to the Company (the "Obligations"). The term "Obligations" shall include interest and charges and the amount of any payments made to The Company or another by or on behalf of Debtor which are recovered from The Company by a trustee, receiver, creditor or other party pursuant to applicable federal or state law and, to the extent not prohibited by law, all costs, expenses and reasonable attorneys' fees at any time paid or incurred before and after judgment in endeavoring to collect all or part of any of the above, or to realize upon this Guaranty, or any collateral securing any of the above, including those incurred incident to any action or proceeding brought pursuant to the United States Bankruptcy Code ("costs of collection").

This Guaranty is valid and enforceable against the undersigned even though any Obligation is invalid or unenforceable against Debtor. The Company shall provide to Guarantor written notice of any defaults of Debtor under the Obligations within ten (10) days after any such default occurs and in any event prior to seeking recovery from Guarantor provided, however, that the failure by The Company to give such notice shall not affect the obligations of Guarantor hereunder.

To the extent not prohibited by law, the undersigned expressly waives notice of the acceptance of this Guaranty, proceedings to collect from Debtor or anyone else, all diligence of collection and presentment, demand, notice and protest and any right to disclosures from The Company regarding the financial condition of any Debtor or guarantor of the Obligations or the enforceability of the Obligations. The undersigned who is at any time an "insider" of Debtor as defined in the United States Bankruptcy Code irrevocably waives and disclaims all rights to payment and claims for reimbursement or subrogation the undersigned may have against Debtor as a guarantor of the Obligations. No claim, including a claim for contribution or subrogation, which the undersigned who is not an "insider" may have against a co-guarantor of any of the Obligations or against Debtor shall be enforced nor any payment accepted until the Obligations are paid in full and no payments to or collections by The Company are subject to any right of recovery.

With respect to any of the Obligations, The Company may from time to time, in accordance with and to the extent permitted under the Obligations, before or after revocation of this Guaranty, without notice to the undersigned and without affecting the liability of the undersigned (a) release or agree not to sue any guarantor or surety, (b) fail to realize upon any of the Obligations or to proceed against the Debtor or any guarantor or surety, (c) renew or extend the time of payment, (d)

increase or decrease the rate of interest, (e) determine the allocation and application of payments and credits and accept partial payments, and (f) settle or compromise the amount due or owing or claimed to be due or owing from any Debtor, guarantor or surety, which settlement or compromise shall not affect the undersigned's liability for the full amount of the Obligations, except as expressly limited by this Guaranty. Except as otherwise stated in this Guaranty, the undersigned expressly consents to and waives notice of all of the above. To the extent not prohibited by law, the undersigned consents that venue for any legal proceeding relating to the collection of this Guaranty shall exclusively be, at Lender's option, Manitowoc County, Wisconsin.

This Guaranty benefits The Company, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, successors and assigns

This Guaranty is intended by the undersigned and The Company as a final expression of this Guaranty and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Guaranty. This Guaranty may not be supplemented or amended except in writing.

This is a Continuing Guaranty and shall remain in full force and effect until Lender receives written notice of its revocation signed by the undersigned or actual notice of the death of the undersigned. Upon revocation by written notice or actual notice of death, this Guaranty shall continue in full force and effect as to all Obligations contracted on or incurred before revocation and, as to them, The Company shall have the rights provided by this Guaranty as if no revocation had occurred. Any renewal, extension or increase in the interest rate of any such Obligation, whether made before or after revocation, shall constitute an Obligation contracted on or incurred before revocation. Obligations contracted on or incurred before revocation shall also include credit extended after revocation pursuant to commitments made before revocation. Revocation by the undersigned shall not affect any of the liabilities or obligations of the other undersigned and this Guaranty shall continue in full force and effect with respect to them.

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME  
(DO NOT INDICATE CORPORATE/COMPANY  
POSITION OR OFFICE HELD)**

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***For Wisconsin Married Residents Only***: Each guarantor who signs above represents that this obligation is incurred in the interest of his/her marriage or family.

\_\_\_\_\_  
**PRINTED NAME OF SPOUSE**

\_\_\_\_\_  
**SIGNATURE OF SPOUSE:**

**PLEASE MAIL COMPLETED FORM TO:**

**CP FEEDS LLC**

**16322 W WASHINGTON ST**

**VALDERS WI 54245**