



## BUSINESS CREDIT APPLICATION and AGREEMENT

PRODUCTS TO BE PURCHASED (CHECK ALL THAT APPLY) <b>Agronomy    Animal Nutrition    Fuels    Grain    Propane</b>		CREDIT LIMIT REQUESTED
BUSINESS STRUCTURE <b>Corporation    Sole Proprietorship    Partnership    LLC    Non-Profit    Government</b>		IN BUSINESS SINCE
LEGAL NAME		FEDERAL TAX ID (REQUIRED)
TRADE NAME (IF ANY)		ARE PURCHASE ORDER NUMBERS REQUIRED <b>Yes                                  No</b>
<b>Owners, Officers, Members or Partners</b>		
APPLICANT NAME & TITLE	SOCIAL SECURITY NUMBER	DATE OF BIRTH
APPLICANT NAME & TITLE	SOCIAL SECURITY NUMBER	DATE OF BIRTH
APPLICANT NAME & TITLE	SOCIAL SECURITY NUMBER	DATE OF BIRTH
BILLING ADDRESS, CITY, STATE, ZIP		PRIMARY ADDRESS? <b>Yes    No</b>
DELIVERY ADDRESS, CITY, STATE, ZIP (if different from above)		PRIMARY ADDRESS? <b>Yes    No</b>
MAIN PHONE NUMBER	CELL PHONE NUMBER	E-MAIL ADDRESS
BUSINESS CONTACT NAME	BUSINESS CONTACT PHONE NUMBER	BUSINESS CONTACT E-MAIL ADDRESS
<b>Persons Authorized to Charge on this Account</b>		
AUTHORIZED PERSON	AUTHORIZED PERSON	AUTHORIZED PERSON
PRIMARY BANKING INSTITUTE	BANK CITY, STATE & CONTACT PERSON	BANK PHONE NUMBER
PRESENT SUPPLIER	SUPPLIER CITY, STATE & CONTACT PERSON	SUPPLIER PHONE NUMBER
TOTAL ASSETS	TOTAL LIABILITIES	NET WORTH (ASSETS - LIABILITIES)
FARM OPERATION (CHECK ALL THAT APPLY) <b>Dairy    Beef    Hog    Cash Grain    Other</b>	ACREAGE <b>Acres Owned:          Total Acres Farmed:</b>	ANNUAL SALES & OTHER INCOME

### CREDIT AGREEMENT TERMS

It is agreed that the following terms will govern the Credit Application and Agreement (this "**Agreement**") established by the business applying for credit (the "**Company**") with Pearl City Elevator, Inc. References to "you" and "your" in this agreement mean collectively the Company and any individual who signs this Agreement. References to "we" and "Pearl City" mean Pearl City Elevator, Inc.

- 1. AGREEMENT TO PAY.** You agree to pay the billed price (including taxes) of goods and services charged to this Agreement, together with applicable interest charges. Payment for purchases is due before the last day of the month following the date of purchase (the "**Due Date**"). The amount due and the Due Date will be shown on your monthly "**Statement of Account**". Failure to pay the amount due by the Due Date two (2) months in a row shall constitute a default under this Agreement.
- 2. INTEREST CHARGES.** Interest at the periodic rate of two percent (2%) per month, which is an Annual Percentage Rate (APR) of twenty-four percent (24%), will be charged to any Credit (hereinafter defined) which is not paid in full by the Due Date. We determine the interest charge on your Statement of Account by applying the periodic rate to the "adjusted balance" of your Credit. We get the "adjusted balance" by taking the balance you owed at the end of the previous billing cycle and subtracting any payments and credits received during the present billing cycle. The closing date of the billing cycle is the last day of the month. Payment of interest charges is due by the Due Date as indicated on your Statement of Account. The minimum monthly interest charge is three and 50/100 dollars (\$3.50). Payments will be applied first to interest charges, then to goods and services in the order purchased, oldest first, unless otherwise stipulated and agreed to in writing by the parties.
- 3. CREDIT LIMIT.** You will be notified as to the credit limit assigned for your credit ("**Credit**"). It is your responsibility to make sure that charges to your Credit do not exceed the assigned credit limit. In the event charges are made to your Credit in excess of your credit limit, you will be responsible for the full amount charged to your Credit, together with interest.

- 4. DEFAULT.** In the event that you default on your obligations hereunder, Pearl City may accelerate all amounts due and owing to it, including interest charges, and take any and all remedies specified herein or any other remedies in equity or law.
- 5. RETURNED PAYMENT FEE; COLLECTION COSTS.** A returned payment charge of fifty dollars (\$50.00) will be assessed for each check that is not honored or is returned because it cannot be processed, and for each EFT or automatic debit which is returned unpaid. In the event Pearl City initiates collection proceedings to collect a past due open Credit, all costs of collection including reasonable attorney's fees incurred by Pearl City will be added to the amount due and payable by you unless prohibited by law. The terms of this Agreement shall apply to all unpaid charges incurred prior to the date of this Agreement and all future charges.
- 6. FINANCIAL INFORMATION AND CREDIT REPORTS.** By signing this Agreement, the undersigned(s) authorize its/their lenders and creditors to provide credit information to Pearl City, including copies of financial statements and supporting schedules. The undersigned(s) also authorize(s) Pearl City to verify any information provided on the Credit Application and request business and consumer credit reports periodically from one or more credit reporting agencies (credit bureaus).
- 7. NOTICE TO MARRIED WISCONSIN RESIDENTS:** No provision of a marital property agreement, a unilateral statement under Wisconsin Statute Section 766.59 or a court decree under Wisconsin Statute Section 766.70 adversely affects the interest of Pearl City unless Pearl City, prior to the time the Credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to said creditor is incurred. **IF YOU ARE A MARRIED WISCONSIN RESIDENT, CREDIT EXTENDED UNDER THIS AGREEMENT IS INCURRED IN THE INTEREST OF THE MARRIAGE OR THE FAMILY.**
- 8. PERSONAL GUARANTY.** Each person who signs this Agreement personally guarantees the payment of all purchases charged to any Credit which is opened pursuant to this Agreement and all interest charges and costs of collection. Each person who signs this Agreement agrees that he or she shall be jointly and severally liable with the Company for the payment of all obligations of the Company incurred pursuant to this Agreement.
- 9. CHANGES TO YOUR CREDIT.** The terms of your Credit as set forth in this Agreement are not guaranteed for any period of time. We may change the terms of your Credit and this Agreement, including the rate of the interest charge and fees, in accordance with applicable law. We will give you written notice of any changes in the manner required by law. We may cancel your Credit or suspend your ability to charge purchases to your Credit without notice if you are in default. Even if you are not in default, we may cancel your Credit by providing notice to you.
- 10. PATRONAGE.** You hereby consent to including in your gross income, as now or hereafter provided in the federal income tax laws, the stated dollar amount of each written notice of allocation which you receive from Pearl City with respect to your patronage occurring during the current and all subsequent taxable years of this cooperative. This consent shall be revocable by you at any time if in writing.
- 11. SECURITY INTEREST AND LIEN.** In the event that you fail to make any payments required hereunder within thirty (30) days of any Due Date, you hereby irrevocably authorize Pearl City at any time, and from time to time, in its sole discretion, to file in any relevant jurisdiction any lien, financing statements and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment relating to all of your right, title, and interest in and to the following, wherever located, whether now existing or hereafter from time to time arising or acquired: (i) all fixtures, personal property, real property, and farm products (including all livestock, born or unborn, and products of livestock in unmanufactured states, and feed for all livestock); and (ii) all proceeds and products of each of the foregoing ((i) and (ii) collectively, the "**Collateral**"), and you hereby grant a security interest in the Collateral to Pearl City, as a secured party, and waive any and all defenses to the filing of the lien and granting of the security interest.
- 12. CONFESSION OF JUDGMENT.** To further secure payment hereof of all Statements of Account, you hereby irrevocably authorize any attorney of any court of record to appear on your behalf, at any time, from time to time, after payment is due, whether by acceleration or otherwise, and confess a judgment, without process, in favor of Pearl City against you for such amount as may be unpaid hereunder, together with costs of such proceeding and reasonable attorneys' fees, and you further waive and release all errors which may intervene in any such proceeding and consent to the immediate execution upon said judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof. You hereby waive and fully release any attorney-in-fact obtained by Pearl City to confess judgment on your behalf.
- 13. AMENDMENTS; WAIVER; SEVERABILITY; ASSIGNMENT.** This Agreement can only be modified or amended by a written instrument signed by the parties. In the event that any phrase, clause, sentence, or provision contained in this Agreement shall violate any applicable statute, ordinance, rule or law, such phrase, clause, sentence or provision shall be ineffective to the extent of such violations without invalidating any other provision of this Agreement. The rights and obligations of this Agreement which by their nature are intended to survive expiration or termination shall so survive. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. You may not assign your obligations under this Agreement without our consent.
- 14. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its principles for resolving conflicts of laws. The state courts located in Stephenson County, Illinois and the federal courts located in the Northern District of Illinois shall have exclusive jurisdiction and venue over all claims, counterclaims, disputes, or controversies (collectively, "**Claims**") arising out of or relating to this Agreement. **YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL WITH REGARD TO ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT.**
- 15. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between you and Pearl City and supersedes all prior negotiations, communications, agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed, or implied, with respect to the subject matter hereof.

**SUBSTITUTE W-9 TAXPAYER ID CERTIFICATION: (OFFICIAL W-9 INSTRUCTIONS AVAILABLE AT [WWW.IRS.GOV](http://WWW.IRS.GOV) USING THE W-9 FORM LINK) YOU DECLARE UNDER PENALTY OF PERJURY THAT: (A) YOU ARE U.S. PERSON (INCLUDING RESIDENT ALIEN); (B) THE TAXPAYER ID NUMBER PROVIDED ON THIS APPLICATION IS CORRECT; AND (C) EITHER (1) YOU HAVE NEVER BEEN NOTIFIED BY THE IRS THAT YOU ARE SUBJECT TO BACKUP WITHHOLDING DUE TO FAILURE TO REPORT DIVIDENDS OR INTEREST OR (2) YOU HAVE BEEN NOTIFIED BY THE IRS THAT YOU ARE NO LONGER SUBJECT TO BACKUP WITHHOLDING. THE IRS DOES NOT REQUIRE YOUR CONSENT TO ANY TERM OF ANY AGREEMENT WITH US OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.**

**CHECK THIS BOX IF YOU HAVE BEEN NOTIFIED BY THE IRS THAT YOU ARE SUBJECT TO BACKUP WITHHOLDING**

I certify that I am authorized on behalf of the Company to bind the Company to the terms of this Agreement.		
I certify that the information provided in this Agreement is true and correct.		
I agree that I, personally, am jointly and severally liable with the Company for the payment of all balance on any Credit opened pursuant to this Agreement.		
I have received a copy, read and agree to the terms of this Agreement as set forth above.		
GUARANTOR'S SIGNATURE	DATE	PRINT NAME
GUARANTOR'S SIGNATURE	DATE	PRINT NAME
GUARANTOR'S SIGNATURE	DATE	PRINT NAME