

FEED COMMODITIES INTERNATIONAL, INC.

47 FEED MILL LANE, MIDDLEBURY, VT 05753
(802) 388-6332 (802) 388-3225 fax

Salesperson: _____
Mill: _____
Credit _____
Terms: _____

COMMERCIAL CREDIT APPLICATION and AGREEMENT

Buyer Exact

Legal Name: _____ Second Buyer: _____

Legal Status of Buyer, check one: Sole Proprietorship Partnership Corporation
 Limited Liability Company (LLC) Other _____

Tax Exempt #: _____ (NY & CT attach exemption form) Taxpayer Federal ID# _____

Home Phone # (____) _____ Work Phone # (____) _____ E-mail _____

Cell Phone # (____) _____ Fax # (____) _____

Business Mailing

Address: _____
P.O. Box Street City/Town State Zip Code

Physical Business Location:

Street City/Town State Zip Code

County

Other Business Addresses:

Street City/Town State Zip Code

*COMPLETE for EACH Owner, Partner, Corporate Officer, LLC Managing Member, or Other Principal:

<u>Name</u>	<u>Address</u>	<u>Title</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Year Business Started: _____ Number of Animals _____ Co-op/Company Milk Sold To _____

Real Estate: Own _____ Rent _____ Anticipated Monthly Purchases \$ _____
Exact Name(s) on Milk Check _____

Prior Feed Supplier: _____ (____) _____
Balance Owed \$ _____ Name City/State Contact Person Phone

Crop Needs Supplier: _____ (____) _____
Name City/State Contact Person Phone

Business Bank-Checking: _____ (____) _____
Name City/State Contact Person Phone

Primary Lender: _____ (____) _____
Name City/State Contact Person Phone

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Buyer agrees that all sales transactions between Feed Commodities International Inc.(FCI). and Buyer are commercial, not consumer sales, are subject to the terms shown on all invoices and delivery slips, shall be governed by Vermont law, and that any suit, action, or other proceeding arising out of FCI's sales to Buyer shall be tried only in a court of the state of Vermont or in the United States District Court for the District of Vermont. Buyer authorizes FCI to investigate Buyer's credit record in connection with any requested extension of credit and any collection action, and authorizes FCI to report Buyer's payment performance to proper persons and credit bureaus. Buyer agrees to pay all finance charges on past due invoices at the rate of 1-1/2% per month on all principal due, and that this contractual rate shall apply in lieu of any statutory rate, even following the commencement of a collection action. If Buyer's account is placed for collection, Buyer agrees to pay FCI's reasonable attorneys' fees and cost of collection. FCI may assign this application to any person or entity, and the applicants' and guarantors' obligations hereunder shall remain binding.

Date Signature: Credit Applicant/Buyer Print Name and Title Social Security Number

Date Signature: Credit Applicant/Buyer Print Name and Title Social Security Number

PERSONAL GUARANTY

The undersigned guarantor/s personally and unconditionally guaranty to FCI the prompt payment when due of every claim by FCI against the above named Buyer that arises after the date of guarantor's signature. This is a continuing guaranty and shall remain in force until revoked in writing by guarantor to FCI. Any revocation is effective only as to amounts owed to FCI from transactions that occur AFTER FCI receives guarantor's notice of revocation. If more than one person or entity guarantees this Credit Application, each guarantor's liability is joint and several. This guaranty is given by the undersigned to induce FCI to extend credit to the above named Buyer.

_____, Personally _____ Print name
Date

_____, Personally _____ Print name
Date

NOTICE TO EACH GUARANTOR: YOUR SIGNATURE ON THIS GUARANTY MEANS THAT YOU ARE EQUALLY LIABLE TO PAY ANY AMOUNT OWED BY BUYER TO FCI. FCI HAS A LEGAL RIGHT TO COLLECT FROM YOU IF THE BUYER DOES NOT PAY, REGARDLESS OF THE EXISTENCE OF OTHER GUARANTORS.