



Nebraska Corn Processing, LLC®

CONFIDENTIAL CREDIT APPLICATION

Please complete all sections online or print and return to:

Nebraska Corn Processing, LLC
P.O. Box 39, Zeeland, MI 49464
800.748.0595 • 616.772.9042 • Fax: 616.772.7075

Customer Information

Please check one: Corporation [ ] Limited Liability Corp. [ ] Partnership [ ] Sole Proprietor [ ]

Individual, corporate, farm or business name \_\_\_\_\_

Address \_\_\_\_\_

Billing address, if different \_\_\_\_\_

Years at current address \_\_\_\_\_

Phone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

DUNS# \_\_\_\_\_ Federal ID # \_\_\_\_\_

Desired line of credit \_\_\_\_\_

For individual and partnership farm accounts
Date of birth \_\_\_\_\_
Soc. Security # \_\_\_\_\_
Driver's license # \_\_\_\_\_
State of license # \_\_\_\_\_

Full names of officers, partners or proprietor(s)

Table with 4 columns: Name, Title, Address, City/State/Zip

Bank references

Bank name \_\_\_\_\_ Checking acct # \_\_\_\_\_
Address \_\_\_\_\_ Savings acct # \_\_\_\_\_
City \_\_\_\_\_ Contact \_\_\_\_\_
State & Zip code \_\_\_\_\_ Phone ( ) \_\_\_\_\_ Ext. \_\_\_\_\_

Trade references

Company name \_\_\_\_\_ Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_
Company name \_\_\_\_\_ Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_
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Company name \_\_\_\_\_ Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

**Credit release  
information form**

I/we hereby authorize the release of information deemed necessary in connection with a consumer credit report for the approval or consideration thereof for purchases from Nebraska Corn Processing. This information is for the confidential use of NCP.

A carbon or photo copy of this authorization may be deemed the equivalent of the original and may be used as such.

Your prompt reply will expedite this account line of credit consideration. Thank you for your assistance in providing this information.

\_\_\_\_\_  
Applicant's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's signature

\_\_\_\_\_  
Date

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**PLEASE DO NOT WRITE BELOW THIS LINE**

References checked by\_\_\_\_\_

Credit approved by\_\_\_\_\_

Reference results\_\_\_\_\_

Credit amount approved\_\_\_\_\_

\_\_\_\_\_

Credit refused by\_\_\_\_\_

\_\_\_\_\_

Date of final credit review\_\_\_\_\_

# CREDIT AGREEMENT

**BETWEEN:** \_\_\_\_\_ **AND:** Nebraska Corn Processing, LLC  
Hereafter named "**Customer**" Hereafter named "**NCP**"



The customer hereby applies for a credit account (the "Account"), which, if granted by NCP shall be subject to the following terms and conditions:

## 1. AMOUNTS CHARGED TO ACCOUNT

- (i) All purchases made from NCP by the Customer on credit, and all interests and costs payable by the Customer with respect to such purchases, shall be charged to the Account according to the amount and the due date appearing on the invoice relating to such purchases ("the Invoice");
- (ii) For the purposes of this agreement, all purchases not paid for on a cash on delivery basis shall be deemed to be credit purchases subject to the terms of this agreement.

## 2. PAYMENT TERMS

- (i) All invoices must be paid by the customer to NCP in United States currency by the due date appearing on the Invoice.
- (ii) All invoices which are unpaid by the Customer at their respective due dates will be considered delinquent and interest (as hereinafter defined) will be added to the delinquent amount in the Account until the total amount of the Invoice, including interest, is paid. "Interest" will be one and a half percent (1.5%) per month, eighteen percent (18%) per year, unless such interest rate shall exceed the maximum rate allowed by law, in which case the interest rate shall be the maximum rate allowed by law.
- (iii) In the event the Customer is in default to pay an Invoice by its due date, NCP may terminate or amend the terms provided herein or on any Invoice and demand immediate payment of all amounts owing to NCP by Customer;
- (iv) All judicial and extra judicial fees, charges and disbursements, including professional fees, along with any administrative cost and disbursement incurred by NCP to recover amounts due by the Customer will be charged to the Customer and added to the Account;
- (v) In the event one of the Customer's payments is refused by any financial institution, for any reason whatsoever NCP may exercise any of the rights provided for in this section 2 and may, in addition, charge a fee of up to fifty United States dollars (U.S. \$50.00) to the Account for each payment so refused.

## 3. DEFAULT

In the event the Customer becomes insolvent, if a petition in bankruptcy is presented against it, if a seizure is performed against its assets or if any type of receiver is nominated in its respect, or if in NCP's reasonable opinion it is possible that the Customer is not or will not be able to discharge its duties or respect its obligations, NCP can, without prejudice to its other rights and resources, request that the Customer provide it with a security interest or guaranty, satisfactory in form and substance to NCP, in order to ensure that all products delivered to the Customer by NCP will be paid. If the Customer neglects to meet such a request by NCP without delay or neglects any other sales conditions or necessary payment, NCP reserves the right to, without notice, cancel all pending orders and declare the Account due immediately payable.

## 4. FINANCIAL INFORMATION

Customer authorizes NCP to obtain credit and financial information concerning Customer at any time and from any source, including financial institutions, trade credit references and credit reporting agencies. Customer consents to NCP's use of such information in connection with any decision to extend or terminate credit to Customer. At NCP's request, Customer shall provide financial statements and such other financial or other pertinent information of the Customer, in order to allow NCP to evaluate Customer's financial situation or any other matter related to Customer's business. Customer agrees to release and hold harmless NCP from, and indemnify NCP for any claims or liabilities in connection with such credit, financial and other pertinent information to Customer.

## 5. AMENDMENT

From time to time and at anytime, PGP may amend or revise the terms of this agreement, and may increase, decrease or terminate any credit availability to Customer within its sole discretion, provided that any such amendment or revision shall be presented to Customer in writing prior to implementation.

## 6. APPLICABLE LAWS AND JURISDICTION

This agreement and the rights, obligations and relations to the parties shall be governed by and construed in accordance with the internal laws of the State of Nebraska. The parties agree that the Circuit Court of Furnas County, Nebraska shall have jurisdiction to entertain any action or other legal proceedings instituted based on any provision of this agreement or in any way related thereto to the exclusion of all other courts. Each party does hereby irrevocably attorn to the jurisdiction of the Circuit Courts for Furnas County, Nebraska.

## 7. ENTIRE AGREEMENT

With respect to the subject matter of this agreement, this agreement constitutes the entire agreement between the parties and supersedes all prior understandings and communications, oral or written, between the parties. Any additional or different condition specified by the Customer on a purchase order or in a different way (whether spoken, typed, hand written or printed) that changes, modifies, enhances, differs or adds to the terms and conditions of this agreement is null and of absolute nullity even if (i) NCP doesn't expressly oppose the said terms and conditions or (ii) these terms and conditions are specified after the evaluation of confirmation of the purchase order by NCP.

## 8. ASSIGNMENT

This agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns, except that Customer may not assign or transfer all or any part of its rights or obligations hereunder without the express prior written consent of NCP. NCP may at any time assign or otherwise transfer all or any part of its interest hereunder and any credit hereunder, and, to the extent of such assignment, any such assignee shall have the same rights or benefits against Customer, as if such assignee was NCP.

## 9. COMMERCIAL CREDIT ONLY

Customer represents and warrants to NCP that Customer will use the credit requested hereunder for business and commercial purposes only and not for personal, family or household purposes. Customer understands that NCP is relying on the foregoing representation and would not otherwise extend credit to Customer.

Signed in \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Customer Name (please print)

**Nebraska Corn Processing, LLC:**

\_\_\_\_\_  
Customer's or Authorized Representative's signature

Per: \_\_\_\_\_