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APPLICATION FOR CREDIT

Gavilon Ingredients, LLC,
 Gavilon Fertilizer, LLC, Gavilon Grain, LLC,
 and all affiliates and subsidiaries

DATE
GAVILON REPRESENTATIVE NAME

COMPLETE LEGAL NAME OF BUSINESS APPLYING FOR CREDIT			PHONE		FAX
STREET ADDRESS					COUNTY
CITY		STATE	ZIP	FED ID# or SSN#	
PERSON TO CONTACT			TITLE	PHONE	FAX
TYPE AND NATURE OF BUSINESS				EMAIL	
PARENT COMPANY		STATE OF INCORPORATION	YEAR ESTABLISHED	TOTAL ACRES OWNED	TOTAL ACRES FARMED
STRUCTURE (Check One) <input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> DIVISION <input type="checkbox"/> PROPRIETORSHIP <input type="checkbox"/> LLC <input type="checkbox"/> LP OTHER _____					

FOR DAIRIES AND CATTLE FEEDLOTS ONLY					
TOTAL HERD SIZE	OWNED	MILKING	HEIFERS	CUSTOM FED	DIARY / FEED LOT IS:
					<input type="checkbox"/> OWNED on _____ acres <input type="checkbox"/> LEASED on _____ acres

DEPOSITORY BANK			LENDING BANK (If different than depository bank)		
NAME AND BRANCH		OFFICER	NAME AND BRANCH		OFFICER
CITY	STATE	ZIP	CITY	STATE	ZIP
ACCT #	PHONE		ACCT #	PHONE	
LOAN #	FAX		LOAN #	FAX	

TRADE REFERENCE			
COMPLETE NAME		PHONE	FAX
STREET ADDRESS		CITY	STATE ZIP

TRADE REFERENCE			
COMPLETE NAME		PHONE	FAX
STREET ADDRESS		CITY	STATE ZIP

TERMS AND CONDITIONS

FOR TEXAS APPLICANTS ONLY - "THE SALE OF ANIMAL FEED ON CREDIT IS SUBJECT TO TEXAS AGRICULTURE CODE SECTIONS 188.001 ET SEQ. FAILURE TO PAY THE AGREED OR REASONABLE CHARGES FOR THE FEED MAY RESULT IN THE ATTACHMENT OF A LIEN TO THE PROCEEDS OF THE LIVESTOCK FOR WHICH THE FEED IS USED OR THE PROCEEDS OF THE ANIMAL PRODUCTS PRODUCED FROM THE LIVESTOCK."

All credit sales made by Gavilon Grain, LLC, Gavilon Fertilizer, LLC, and Gavilon Ingredients, LLC and its successors and assigns (collectively "Gavilon") to Applicant are due and payable in full according to the terms of sale specified on the invoice. No terms or conditions of sale different from Gavilon's terms of sale will become part of any agreement unless approved in writing by Gavilon. A finance charge at the rate of 18% APR (Annual Percentage Rate) or the highest amount permitted by law may be assessed against sales, which have not been paid. Applicant agrees that all other terms and conditions of sale shall be governed by the label or invoice, which may be sent to Applicant after product delivery. If Applicants' account incurs finance charges, Applicant agrees that any subsequent payments or credits may be applied first to past due finance charges and second to outstanding invoice balances at the sole discretion of Gavilon. Gavilon has the right to reduce the Applicant's credit limit and/or withdraw Applicant credit under this Credit Agreement at any time without prior notice, except as otherwise provided by law. Gavilon reserves the right to revoke credit, demand full payment, or adequate assurance of payment if Applicant fails to pay when due, or if in the sole discretion of Gavilon, there has been an adverse change in the financial condition of Applicant, or buyer for Applicant. Default by Applicant under the terms of this Agreement or any agreement between Applicant and Gavilon shall be a default under all other agreements between Gavilon and Applicant. Gavilon does not waive its rights by accepting late payments. If any provision contained in this Credit Agreement is determined by a court to be in conflict with applicable law, that provision shall be considered changed or omitted to conform to such law; all other provisions of this Credit Agreement shall remain in full effect. Nothing in this Agreement is deemed to limit Gavilon's collection rights or remedies. Applicant agrees to pay reasonable attorney's fees and costs of collection. All obligations of Applicant to Gavilon whether arising under this Agreement, including credit sales and any other promises of any kind to pay Gavilon for any purchases, finance charges, collection costs and other expenses will be referred to hereinafter as "Indebtedness."

AGREEMENT AND SIGNATURE BY APPLICANT

The undersigned hereby acknowledge and agree to all terms and conditions of this Credit Agreement, to the governing sales contract and/or the invoice terms for the sale of products. The undersigned certify the information submitted is true and correct, and grants permission to Gavilon to exchange and verify any information deemed necessary to make a credit determination: each source is hereby authorized by Applicant now to provide Gavilon with such information. The undersigned further authorizes Gavilon to request a copy of the Applicant's most recent financial statement, if necessary, and to investigate the Applicant's trade references listed above. Any financial statement provided will fairly present the financial condition of the Applicant, and will be true and correct in all material respects. The undersigned affirms that Applicant, or Applicant's business is financially able to meet any commitments made to or will be made to Gavilon and to pay Gavilon the account in full according to any invoice terms or this Agreement.

SIGNATURE OF REPRESENTATIVE OR APPLICANT: _____ TITLE _____ DATE: _____

REPRESENTATIVE OR APPLICANT NAME (PRINT): _____

PERSONAL GUARANTY

In consideration of Gavilon extending credit to Applicant, the undersigned unconditionally guarantees to Gavilon the full and prompt payment of all Indebtedness due Gavilon and all other obligations due to Gavilon arising from this Agreement. The undersigned agrees to pay all attorneys' fees and other expenses incurred by Gavilon by reason of default. This is a guaranty of payment and not of collection. It is understood that this guaranty shall be a continuous and irrevocable guaranty and indemnity for such indebtedness. Guarantors understand and agree that Gavilon is under no obligation to proceed against Applicant, for the collection of any indebtedness arising from this Agreement. This guaranty shall bind heirs, administrators, representatives, successors and assigns of the undersigned and may be enforced by or for the benefit of any assignee or successor of Gavilon. **The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this personal guarantee, hereby consents to and authorizes the use of a consumer credit report on the undersigned by Gavilon, from time to time as may be needed, in the credit evaluation process.**

_____ GUARANTOR SIGNATURE	_____ DATE	_____ GUARANTOR SIGNATURE	_____ DATE
_____ GUARANTOR NAME (PRINT)		_____ GUARANTOR NAME (PRINT)	