



3600 North Sixth - Box 38
Beatrice, NE 68310

Midwest Livestock Systems, Inc. has adopted a Standard Convenience Credit policy that allows customers with a history of keeping their account current the opportunity to charge purchases and pay for them within terms. This convenience policy can be a helpful tool for customers in managing their cash flow; conversely, for it to work for our cash flow, accounts must be kept current.

The following Credit Application and Agreement are provided for your convenience. If you are a new customer, please read, provide information requested and sign both. Then return to the Beatrice, NE, office for processing. Should you have any questions regarding the forms, please contact our business office at 402-223-5281 or 800-742-5748. We are pleased to provide this service to our customers and look forward to working with you. We sincerely appreciate your business!

CREDIT REFERENCE FORM

CUSTOMER NAME _____
COMPANY NAME _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
MAILING ADDRESS _____ CITY _____ STATE _____ ZIP _____
PHONE # _____ FAX # _____ SOCIAL SECURITY # _____
DRIVERS LICENSE _____ E-MAIL ADDRESS _____

FINANCIAL INSTITUTIONS

BANK _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
PHONE# _____ FAX# _____ OFFICER _____

BANK _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
PHONE# _____ FAX# _____ OFFICER _____

CREDIT REFERENCES

COMPANY _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
PHONE# _____ FAX# _____ MANAGER _____

COMPANY _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
PHONE # _____ FAX# _____ MANAGER _____

COMPANY _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
PHONE# _____ FAX# _____ MANAGER _____

I certify that I am authorized to sign this credit application on behalf of the applicant and I authorize Midwest Livestock Systems, Inc. or its assignees, to whom this application is made or their agents, to investigate credit worthiness and hereby authorize the references herein named to provide all information requested by creditor. All equipment and/or parts shall remain the property of Midwest Livestock Systems, Inc. until full payment is received. All invoices are due 20 days following purchase. Any invoice or portion thereof past due after thirty (30) days may accrue a finance charge of 16% per annum on the past due amount. I agree to pay all cost of collection and reasonable attorney fee plus expenses. I have read and understand the Credit Reference and Credit Policy forms.

SIGNATURE _____ TITLE _____

DATE _____

Please check the one that applies: Poultry Swine Dairy Beef Cattle



AGREEMENT

1. DEFINITIONS In this agreement, the words "I", "me" and "my" mean the Applicant and Co-Applicant (if any), jointly and individually; the word "user" means any person I allow to charge; and the words "you", "yours" and "M.L.S." mean Midwest Livestock Systems, Inc., or its assignee(s) hereunder.

2. CHARGE ACCOUNT If my application is approved, you will open my charge account ("Account").

3. PURCHASES AND CREDIT LINE I or a user may buy goods, services and merchandise from you ("Purchases"). The amount of each Purchase will be charged to my account. Neither I nor a user will make (and you may refuse to authorize) a Purchase if the total of that Purchase, my unpaid balance and current Purchases, which you have authorized, would exceed my Credit Line. If the unpaid balance in my Account ever exceeds my Credit Line, I immediately will pay the excess on your demand. I will be notified by you of my Credit Line upon the approval of this agreement; you may change my Credit Line at any time and without prior notice.

4. PAYMENTS AND STATEMENTS I will pay you all Purchases and the FINANCE CHARGE (if any). I may pay in installments or I may at any time pay more than the minimum installment or the entire amount owing without any penalty. You will send me a statement for each monthly billing cycle when there is any amount owing or other activity in my Account. My minimum installment payment, will be 1/24th (disregarding cents) of the New Balance, but it will be at least \$100.00 or the total amount owing if that is less than \$100.00. The New Balance is the total amount owing in my account at the end of the monthly billing cycle covered by the statement; it equals the unpaid balance at the end of the previous monthly billing cycle, less all payments and other credits that you applied to my Account during the cycle covered by the statement and plus all new Purchases, other debits and FINANCE CHARGE, if any, which you applied to my Account during the cycle covered by the statement. All payments are applied first to the unpaid FINANCE CHARGE, if any. I will pay each installment payment by the 25th day after the statement closing date. I also will pay any amount that is past due. All purchases shall be paid 20 days from invoice date, otherwise a FINANCE CHARGE will be incurred. Any questions about monthly statements should be addressed to Midwest Livestock Systems, Inc. at P.O. Box 38, Beatrice, NE 68310.

5. FINANCE CHARGE If full payment of the New Balance of my monthly statement is not received by the Statement Closing Date of my next monthly statement, I will pay a FINANCE CHARGE based upon an annual percentage rate of 16% per annum on the outstanding principal balance then due and owing. The interest on this account is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (366 during Leap Year), multiplied by the outstanding principal balance multiplied by the actual number of days the principal balance is outstanding.

6. AMENDMENTS AND CANCELLATIONS You may, subject to any legal restrictions, cancel my right to charge at M.L.S. and reduce my Credit Line at any time and without prior notice. You also may amend this agreement upon notice. No cancellation will affect my obligation to pay any amounts that I owe under this agreement.

7. NOTICES You may send statements and any other notices to me at the address shown in your files for the Applicant. Notice is given upon mailing.

8. DEFAULT AND FULL PAYMENT It will be a default if I fail to do anything that I am required to do under this agreement (such as making payments) or if I die or cannot pay my debts. If there is a default, you may demand immediate payment of the entire amount I then owe under this agreement.

9. GOVERNING LAW This agreement is governed by the laws of the State of Nebraska.

10. CREDIT INFORMATION The information in the application is true and complete. I authorize you to investigate my credit history, whether to obtain a consumer report or otherwise, in connection with my application for credit or later in connection with an update, renewal or extension of credit under this agreement. You may furnish information concerning my account to consumer reporting agencies and others who, in your discretion, may properly receive such information.

11. SEVERABILITY OF PROVISIONS Any provisions of this agreement that may prove invalid or unenforceable under any law, rule or regulation of any government agency, federal, state or local, will not affect the validity or enforcement of any other provisions of this agreement.

12. ACCEPTANCE I understand that this agreement becomes effective when I sign it, or when I or a user (with my permission) charges to my account. Use by me or a user will mean that I and the user have accepted the terms of this agreement.

NOTICE – ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES THAT THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS AND SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE TO BUYER – (1) Do not accept or sign this credit agreement before you read it or if it contains any blank spaces intended for agreement terms; (2) You are entitled to a completely filled-in copy of this credit agreement; (3) You may at any time pay the total indebtedness under this agreement without incurring any additional charge for prepayment.

If a M.L.S. account is granted, I/We agree to the terms and conditions of this Credit Agreement as stated above.

Applicant Signature _____ Date _____

Co-Applicant Signature _____ Date _____

I UNDERSTAND THAT I WILL BE JOINTLY AND SEVERALLY LIABLE.

AGREEMENT APPROVED _____

M.L.S. Representative _____ Date _____