



Legal entity Name(s) and Address:

Today's Date:

Credit Amount:

Interest Rate:

Maturity Date:

THIS AGREEMENT is made by STAR OF THE WEST MILLING CO. of Frankenmuth, Michigan ("Seller") and the above-named Customer for the purchase by Customer of goods under the terms and conditions contained in this agreement.

1. PURCHASING PROCEDURE. Customer will purchase goods on credit from Seller from time to time for the use of Customer's farming business. All terms and conditions of this Agreement will govern the purchase/sale of such goods by Customer where purchased on Customer's open account. The maximum amount that Customer may owe to Seller on open account is the above stated Credit Amount. No purchases may be made under this agreement after the above stated Maturity Date.

2. SECURITY AGREEMENT: To secure payment of all obligations owed by Customer to Seller, including the Credit Amount, interest, costs, expenses and reasonable attorneys' fees made or incurred by Seller (hereafter "Liabilities"). **This Agreement will become effective and will continue in effect as long as any Liabilities of the Customer to Seller are outstanding and unpaid, and Customer will not dispose of or encumber any collateral to any other party while this Agreement is in effect without obtaining the written consent of the Seller.** The collateral covered by this Agreement is all of the Customer's property described below, which it now owns or hereafter acquires, and includes any items listed on any attached schedule or list: Customer hereby grants the seller a continuing security interest in such properties.

A. Farm Products. All farm products now owned or hereafter acquired, including by way of illustration and not limitation, crops in storage, crops growing or to be grown, livestock, and supplies used or produced in farming operations or products of crops or livestock in their unmanufactured state.

B. Crop insurance, government program payments, and proceeds of insurance.

C. Sugar Beet contracts with Michigan Sugar.

D. All machinery, equipment, and trucks now owned or hereinafter acquired, and assignment of all government proceeds and crop insurance.

E. Proceeds of all collateral.

The above assets are sometimes individually and collectively referred to as the "Collateral".

3. PERFECTION OF SECURITY INTEREST: Seller is authorized to file a UCC financing statement to perfect its interest in the Collateral with the State of Michigan.

4. DEFAULT: Upon any default under this Agreement, Seller may enforce all rights available to it under Michigan and Federal law. **CUSTOMER AGREES THAT THE SECURED PARTY SHALL, IN THE EVENT OF ANY DEFAULT, HAVE THE RIGHT TO PEACEFULLY RETAKE ANY OF THE COLLATERAL. CUSTOMER WAIVES ANY RIGHT IT MAY HAVE, IN SUCH INSTANCE, TO A JUDICIAL HEARING PRIOR TO SUCH RETAKING.**

5. TERMS OF PAYMENT: Unless an invoice provides for a different term of payment, the Customer's liabilities to



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Seller will be paid on or before the above stated Maturity Date. In all cases, statements which are not paid by the 20th of the month will have an interest charge assessed against the unpaid balance at the above stated Interest Rate.

6. **WAIVER OF SIGNATURE BY CUSTOMER EVIDENCING RECEIPT OF GOODS:** Customer recognizes that it often is impractical for Customer to sign invoices evidencing receipt of goods from Seller. Many of Customer's orders are by telephone, and deliveries are made at times when Customer is unable to be at the delivery site for the goods. To that end, Customer represents to Seller that in order for an invoice evidencing delivery of goods to be enforceable, Customer need not have executed the same. The invoice will be fully effective against Customer unless Customer notifies Seller, in writing, within ten (10) days of the Seller's monthly statement following delivery of the invoiced goods.

7. **IDENTIFICATION OF POTENTIAL BUYERS AND POINTS OF DELIVERY OF FARM PRODUCTS:** Customer will sell farm products to the following buyers, at the following points of delivery, and to no others:

Star of the West Milling Co.	All Locations	The Andersons	All Locations
Poet Bio Fuel	All Locations	Vita Plus	All Locations
Peavey	All Locations	MAC	All Locations
ADM	All Locations	Co-Op	All Locations
	All Locations		All Locations

Customer understands that it is unlawful if Customer sells farm products to other buyers than those listed above, punishable as a felony with not more than a \$10,000 fine and/or imprisonment not to exceed 3 years.

The Customer acknowledges that this is the entire Agreement between the parties except to the extent that writings signed by the party to be charged are specifically incorporated herein by reference either in this Agreement or in such writings, and acknowledges receipt of a true and complete copy of this Agreement.

Date: _____

Customer: _____

Seller: _____

Star of the West Milling Co.

Print Legal Entity Name

Print Name of Authorized Individual

Signature

Credit Manager

The undersigned personally guarantees payment under this Agreement (including any modifications or extensions of the same).

Print Applicant Name

Signature

Print Co-Applicant Name

Signature



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