

Membership Application and Agreement

The undersigned applicant hereby applies for membership in **Egg Clearinghouse, Inc.** ("ECI"), based upon the following information which applicant represents is true and correct in all respects and may be relied on by ECI in evaluating this Membership Application:

Applicant Information:

Primary Contact Information:

Legal Name

Name

D/B/A Name (If different than legal name)

Office Phone Number

Direct Phone Number

Street Address

Mobile Phone Number

Email Address

Mailing Address/PO Box

Business Type:

Corporation

Sole Proprietorship

Partnership

LLC

Other: _____

City

State

Postal Code

Phone Number

Web Site

List all Business Owners, Partners, Managers, or Corporate Officers of Applicant:

Name Title Address Phone

Name Title Address Phone

Name Title Address Phone

Name Title Address Phone

Name Title Address Phone

Banking Information of Applicant:

Name Account No. Address Phone

Name Account No. Address Phone

American Egg Board (AEB) Acknowledgement:

Applicant acknowledges that it shall remain responsible to pay any assessments to AEB for eggs sold through ECI.

Applicant Signature:

By the applicant’s signature below, the applicant consents and agrees as follows:

- ECI is hereby authorized to obtain a credit report to confirm the applicant’s creditworthiness;
- Membership is not approved unless and until ECI signs this Application below;
- Each applicant hereby agrees to be bound to and perform ECI’s Membership Policy and Trading Procedures; and
- Each applicant which is not a sole proprietor, or a publicly traded corporation must sign the Personal Guaranty on the next page of this Application.

Individual Sole Proprietor Applicant:

-- or --

Authorized Officer, Partner, or Manager of Corporate, Partnership, or Limited Liability Applicant:

Name Title Signature Date

Acceptance of Application and Agreement:

The applicant’s application is hereby accepted. ECI’s signature below confirms the applicant is a Member and subject to all terms and conditions of this Membership Application and Agreement.

Name Signature Date

PERSONAL GUARANTY OF MEMBER OBLIGATIONS

THIS PERSONAL GUARANTY OF MEMBER OBLIGATIONS (“Guaranty”) is being provided by the undersigned person to induce Egg Clearinghouse, Inc. (“ECI”), to accept the applicant as a member and to extend credit in the form of the applicant receiving goods from other members and services from ECI.

The undersigned guarantor hereby unconditionally and irrevocably guarantees to ECI the timely payment of all amounts due, and the performance of all duties owed, by the Member under ECI’s Membership Policy and Trading Procedures manual (the “ECI Manual”).

The undersigned guarantor hereby waives all notice of non-performance by Member, consents to any changes to any covenant, term, or condition in the ECI Manual, assumes full responsibility for keeping fully informed of the financial condition of the Member and all other circumstances affecting the Member’s ability to pay and perform the ECI Manual.

This Guaranty shall remain in full force notwithstanding the appointment of a receiver to take possession of the assets of the Member, an assignment for the benefit of creditors, or any action taken or suffered by the Member Tenant under any insolvency, bankruptcy, reorganization, moratorium, or other debtor relief act or statute.

In addition to the amounts guaranteed, the undersigned guarantor(s) agree to pay reasonable attorney’s fees and all other costs and expenses incurred by the prevailing party in any action or proceeding arising out of, or relating to, this Guaranty.

This Guaranty shall be binding upon the undersigned’s successors and assigns.

This Guaranty shall be deemed to be made under, and governed by, New Hampshire law.

Individual Guarantor:

Name Signature Date

Address: _____