

**LIEN WAIVER AND RELEASE**

The Producer identified below contacted representatives of \_\_\_\_\_ Cooperative (the "Cooperative") with respect to a donation of the Producer's farm products or the proceeds thereof to Nebraska Wesleyan University (the "University") as follows:

Name of Producer: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Farm Product Type: \_\_\_\_\_

Market Value of Farm Products on Date of Sale/Donation:

Not to exceed \$ \_\_\_\_\_ per calendar year

The records of the Nebraska Secretary of State indicate that certain lienholder(s) filed an Effective Financing Statement (EFS), Financing Statement, Statutory Lien or other lien filings which purportedly cover the above-described farm products. Therefore, in accordance with its existing policies, the Cooperative cannot purchase the farm products from Producer and deliver the donation to the University unless the Cooperative receives a waiver and release of the security interest specified in the EFS or lien filing from each lienholder. In addition, the University cannot accept a direct gift of the farm products unless such waiver and release is received.

The undersigned Lienholder hereby waives and releases the security interest identified in its lien filings (existing and as hereafter amended, continued or renewed) in the Producer's farm products to the extent the market value of said farm products do not exceed the amount set forth above as determined on a calendar year basis. The market value for any farm product donated to the University shall be determined as of the day of said donation. The Cooperative is authorized to either receive the above-described farm products on behalf of University free and clear of the below identified Lienholder's lien, or to purchase the above-described farm products and remit the proceeds directly to the University without identifying the Lienholder as a payee on that payment of grain settlement proceeds to the University, without further accounting to the Lienholder. The Cooperative is further entitled to rely upon a photocopy or facsimile signature of this Waiver and Release.

This Waiver and Release shall remain in effect, and the Cooperative may rely hereon, until the earlier of: (a) five (5) years from the date identified below; or (b) the date that the undersigned lienholder delivers a written revocation of this Waiver and Release to the Cooperative.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name of Secured Party: \_\_\_\_\_