QuickLink Credit <sup>®</sup> Application and Account Agreeme	ent
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\*For quicker processing of your application, please apply online at Grower.Raboaq.com\*

(1) Line of Business Information*					
Corn Soybean Cotton	Wheat	Other Dleas	se Describe:		
Do you sell your crop/products and/or have	business activities	outside the US*? N	o 🗌 Yes 🗌 If yes	s, please list countrie	s:
(2) Applicant Information					
First Name*:	Middle Initial:	Las	st Name*:		Suffix:
င္မွ Social Security Number*:		Date of Birth*:	Emai	il*:	
Home Physical Address*:		City*:		State*:	Zip*:
₩ Mailing Address:				State:	Zip:
Mobile Phone*:	Othe	r Phone*:	O	ther Phone Type*:	Office Home
US Citizen*: Yes 🗌 If no, Citizenship:		US Perm	anent Resident: Yes	No Bankr	uptcy*: Yes 📃 No 📃
(3) Financial Information			(4) Retailer Informa	ation	
Annual S	ales				
Gross Crop Sales*:	\$	_  <u>F</u>	Retailer Name:		
Gross Livestock Sales:	\$	_  _	atailan Citur		
Other Farm Income:	\$	_  <u>*</u>	Retailer City:		
Total Farm Sales*:	\$	_	Retailer State:		
Any Off Farm Income:	\$	_			
		F	Retailer Phone:		

Affirmations: By Signing below, you agree to the following:

1) You certify that the Agreement is submitted on your behalf for the purpose of procuring, establishing and maintaining credit from time to time with RAF and that all information provided in the Agreement is true and accurate as of this date, including but not limited to your physical address, date of birth and social security number. 2) You have carefully read the information contained within the Agreement and warrant it to be complete, true and accurate as of the dates set forth below and that RAF and its affiliates may continue to rely upon the Agreement continuing to be true and correct unless and until a written notice of change is given by you. In conjunction with the submission of your Agreement, you authorize RAF to obtain a credit bureau report from any credit reporting agency and to request confirmation of financial or other information of any kind whatsoever from any third party having dealings with you. 3) You have read, understand and agree to the terms of this Agreement consisting of four pages. You agree to the terms and conditions of this Agreement as written by RAF without any changes by you. Any changes you make to this Agreement without the written consent of RAF shall be null and void. You have retained a signed copy of this Agreement. 4) You agree that there is and shall be no oral commitment to extend credit to you and that a written commitment signed by RAF, when and if the Agreement is approved, shall constitute the only form of commitment by RAF. RAF shall have no liability to you or others in the event your Agreement is denied. If a loan shall be offered to, and accepted by, you differing as to amount, plan, rate, term or in any other respect from that hereinbefore negotiated, this Agreement shall nevertheless constitute your application for the loan actually accepted by you. 5) Your obligations as the applicant and a borrower and any co-borrower shall be joint and several. Each and every individual and entity signing below shall be held to be an applicant and a borrower. 6) If you are a partnership, corporation or other entity and you are signing on behalf of such entity, you hereby warrant and certify that you have been duly appointed and authorized by the entity to act on its behalf with respect to this Agreement and the credit and financing applied for, and you are so authorized to transact such business on behalf of the partnership, corporation or other entity as of the date hereof. You further agree to notify RAF immediately of any ownership changes of any entity listed on this Agreement. 7) You agree that RAF may notify any Dealer in the event your Agreement is approved or denied and RAF may advise the Dealer as to the credit limit and amount of credit remaining available on your Agreement. 8) You authorize any third party to release to RAF and for RAF to obtain written or oral credit information from any source whatsoever, including, but not limited to, credit reporting agencies and any governmental agency, even if such information would otherwise be protected under any financial privacy acts. 9) You affirm that you are now, and will remain throughout the term of this agreement, in compliance with all state and federal laws.

**USA PATRIOT Act – Customer Identification Program** – Enacted to help the government fight the funding of terrorism and money laundering activities. Federal law requires all financial institutions to obtain, verify and record information that identifies each person who applies for a loan. When you apply for a loan we will ask you for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

1 \$50,000	Finance Program / Brand of Products*:		
Applicant / Borrower Signature	*	Date*	
	\$50,000	\$50,000 Finance Program / Brand of Products*: Applicant / Borrower Signature*	\$50,000 Finance Program / Brand of Products*:

AariFinance

## Application and Account Agreement

You promise to pay to Rabo AgriFinance LLC, (referred to herein as "RAF"), or its successors or assignees at Post Office Box 410650, Saint Louis, Missouri 63141, the outstanding principal balance and accrued interest on this QuickLink Credit® Application and Account Agreement (hereinafter the "Agreement") as agreed and further described below. The words you, your, and yours mean each person and/or entity who applies for and is granted credit pursuant to this Agreement. You authorize any one or more dealers (each hereinafter a "Dealer") who has been approved by RAF to conduct business pursuant to one or more written agreements with RAF to submit proof(s) of your purchase(s) of products and/or services to RAF and for RAF to provide advances in payment of such purchases under this Agreement (each hereinafter an "Advance" or "Advances") and you authorize RAF to advance, at its option, under this Agreement sufficient funds to satisfy any outstanding obligations to Dealer. Advances shall be equal to the amounts identified on the invoices or other proofs of purchase, sale or delivery submitted by Dealers to RAF. You understand and agree that RAF may rely on all invoices or other proofs of purchase, sale or delivery submitted by signed a receipt for such purchase or other request for payment. Each Advance is deemed to be an advance of funds to you under this Agreement.

**Conditions:** You understand that no Advances will be made under this Agreement until this Agreement is approved by RAF. You understand that RAF may at any time discontinue your ability to receive Advances or have Advances made on your behalf under this Agreement if any of the following occur: 1) if the total of any invoice or other proof of purchase, sale or delivery, when combined with the current principal balance of this Agreement, would cause the amount due on this Agreement to exceed the maximum credit limit approved by RAF; 2) the Draw Period (as defined herein) has passed; 3) you are in default of this Agreement, any of the Security Documents (as defined herein) or any supporting loan documents; 4) the request is not allowed under the the currently existing policies and procedures of RAF in effect under this financing program; or 5) there has been a material adverse effect in your ability to satisfy your obligations to RAF, as determined solely by RAF.

**Credit Limit:** When the Agreement is approved by RAF, RAF shall then notify you of its approval and the applicable Draw Period (as defined herein). You understand that the maximum amount of revolving credit available to you at any one point in time will be identified in the approval letter or other notice issued by RAF, and regardless of the amount specified on this Agreement the actual credit available hereunder shall not exceed the credit approved by RAF. However, RAF may, in its sole discretion, make an Advance for purchases in response to your request which exceeds such limit. In such cases, you agree that all such Advances shall be covered by all the terms and conditions contained in this Agreement, the Security Documents (as defined herein), if any, and any other agreements between you and RAF.

**Draw Period:** The Draw Period is the time period during which Advances may be made under this Agreement. RAF may modify the Draw Period at its sole discretion. Advances, including Advances for Special Promotions (as defined herein), will only be available if the Draw Period extends beyond the availability of the Special Promotion. However, RAF may, in its sole discretion make an Advance for purchases in response to your request which exceeds the Draw Period. In such cases, you agree that all such Advances shall be covered by all the terms and conditions contained in this Agreement, the Security Documents (as defined herein), if any, and any other agreements between you and RAF.

**Special Promotions:** You may participate in one or more programs including special promotional financing terms, such as extended free periods, incentive interest rates on certain purchases or for limited time periods or other promotions that may be available at RAF's and/or Dealer's discretion (each of these defined herein as "Special Promotions"). These Special Promotions may be disclosed by the Dealer at the time of your purchase or by RAF. Eligibility requirements for Special Promotions vary by dealer and are offered at RAF's and/or Dealer's discretion. The applicable Special Promotion will be identified in your Billing Statements (as defined herein). You understand and agree to the following;

Advances: Each Advance shall be subject to the terms and conditions of any applicable Special Program) and shall include its own Maturity Date (as defined herein), interest rate and Payment terms.

**Disclaimer or Warranties:** You agree that purchases financed by RAF have not been produced or manufactured by RAF. You acknowledge that you are purchasing the products and/or services from the Dealer and/or manufacturer and not RAF. You understand and agree that RAF is financing the purchase for you on an as-is, where-is basis without any warranty, expressed or implied, by RAF. This includes any **IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR ANY PARTICULAR PURPOSE.** You understand that the products and/or services may be covered by warranty of the manufacturer and/or Dealer. Such warranties are usually in writing and attached to the product or their containers. You understand that such warranties may be limited and that you will direct any questions or complaints directly to the manufacturer and/or Dealer and that you will not raise any defenses to this Agreement based upon the products or services you have purchased.

Return of Purchases: You agree that if you return a purchase financed through the use of this Agreement, you will return the purchase to the Dealer who delivered the purchase to you and you will cause any and all payments or credits for all refund amounts, as determined by that Dealer's policies, to be sent directly to RAF. Any such returns and refunds will not diminish or otherwise affect your obligation to RAF for the repayment to RAF of any and all monies advanced on your Agreement, including, but not limited to, monies owing on account of the financing of the purchases returned unless and until such credit is received by RAF.

**Interest Rate:** You agree to pay interest from the earlier of a) the time of an Advance or b) the date on which RAF becomes obligated to make an Advance on your behalf (each a "Time of Each Advance") regardless of whether or not you actually obtained possession of or received the product or service on that date, subject to any applicable grace periods. For Advances not subject to Special Promotion or for those time periods when a Special Promotion does not apply, you agree to pay from the Time of Each Advance until paid in full interest at the non-default annual rate equal to ten percent (10.00%) in excess of the Prime Rate (the "Standard Rate"), which rate shall be adjusted as of each day of change thereof to reflect changes in the Prime Rate. Any change in your interest rate, except a change due to a change of the Prime Rate, expiration of a Special Promotion or event of default, will be as disclosed to you in a subsequent notice as provided in the section entitled "Changes to Your Account Agreement and Credit Limit." For purposes of this Agreement, the term "Prime Rate" means for any day the highest rate published from time to time in the "Money Rates" section of *The Wall Street Journal* as the Prime Rate for that day (or, if *The Wall Street Journal* is not available, any other authoritative source of that rate selected by Lender) provided however, that at any time the Prime Rate is less than zero, the Prime Rate used in this Agreement for the interest rate calculation shall be zero. Any interest or principal hereof which is not paid by the Maturity Date or subsequent to any other event of default shall bear interest until such amounts are paid in full at the rate of twenty-one percent (21%) per year. All interest hereunder shall be automatically and immediately, without additional notice, adjusted to the Standard Rate. **Texas Residents:** The ceiling rate for this Agreement, both before and after maturity, is the (weekly) ceiling rate announced by the Credit Commissioner

## from time to time.

**Minimum Interest Charge:** If interest is accruing on the principal balance due under this Agreement, but the total of such interest for purchases is less than \$.50 in a billing period, RAF will assess a minimum interest charge of \$.50 in a billing period.

**Payments:** Each Special Promotion program may include separate payments identified in your Billing Statement. Failure to make any payment on time may be considered a default under this Agreement. The balance shown on your Billing Statement may include amounts subject to different periodic rates. The sooner you pay the balance shown on your Billing Statement, the less you will pay in interest. Instructions for making payments are on your Billing Statement. In order to be credited as of a particular day, your payment must be received by RAF by the date and time specified in the Billing Statement. Do not send cash payments. RAF can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements, without losing any of its rights under this Agreement. If your payment due date falls on a Saturday, Sunday or holiday, the payment due date will not be extended. You may, at any time, prepay the balance due under this Agreement in full or make partial repayments hereon, without penalty or premium. Depending upon the terms of any applicable Special Promotion governing your Advance(s), all or a portion of your balance may require periodic payments. For that portion of your balance that requires a periodic payment, RAF must receive at least the Minimum Payment (as defined herein), as calculated below, by the payment due date. The Minimum Payment (as defined herein) is calculated as follows: the sum of all accrued interest plus interest which is estimated to accrue through the payment due date plus any principal reduction required based on the applicable program criteria (which you acknowledge receipt of or as may be subsequently disclosed to you by RAF or Dealer) plus any amount that is past due and any amount in excess of your credit limit plus any costs and/or fees incurred by RAF in conjunction with this Agreement ("Minimum Payment"). An increase in the variable rate will have the effect of increasing the monthly and final payments.

**Maturity Date:** The maturity date is the date in which the Advance is due in full ("Maturity Date"). The Maturity Date of each advance shall be identified to you by RAF on the Billing Statement (as defined herein). Failure to pay this amount on the Maturity Date constitutes a Default under this agreement. **Determination of the Total Due:** The total outstanding balance (the amount you owe RAF) is equal to your current principal balance plus accrued

interest. To calculate the total outstanding balance, RAF begins with the outstanding principal balance on your account at the beginning of each billing period and adds any purchases and subtracts any credits or payments credited in that billing period. RAF then adds the applicable interest charges, fees and costs and then makes any other applicable adjustments.

**Payment Application:** RAF shall apply payments in its sole discretion. Generally, payments will be applied first to fees and costs of collection, if any, then to accrued and unpaid interest, and then in reduction of the outstanding principal balance, and RAF will allocate payments to pay off balances at lower periodic interest rates before paying off balances at higher periodic interest rates.

**Credit Balance:** If you have a credit balance in your account under this Agreement, RAF may return to you any credit over \$30.00. You may request a refund of a credit balance at any time. RAF may reduce the amount of any credit balance by the amount of any new Advance. If after one hundred eighty days a credit balance of less than \$30.00 remains in your account, you will forfeit the amount to RAF.

**Billing Statement:** Your billing statement, as prepared by RAF, shows the total balance, any interest charges, fees, costs, the minimum payment due and the payment due date ("Billing Statement" or "Billing Statements"). The Billing Statement may also show your current Agreement credit limit, an itemized list of current purchases, payments and credits, an interest rate summary or other important information. If RAF deems your account uncollectible or if RAF initiates collection proceedings, RAF, in its sole discretion, may stop sending you Billing Statements. However, interest charges, fees and costs will continue to accrue regardless of whether RAF sends you Billing Statements. RAF will send Billing Statements to you on dates and intervals as determined by RAF. The Billing Statements will be deemed correct and accepted by you unless you notify RAF in writing within 20 days of the date of the Billing Statement. If you believe there is an error on your Billing Statement, you must notify RAF, in writing, at P.O. Box 410650, Saint Louis, MO 63141 within the 20 day period.

**Billing Address and Name:** You must notify RAF of any changes in your mailing address and/or name by contacting RAF at (888) 395-8505 or any subsequent telephone number as may be shown on your Billing Statement. For your protection, RAF may require written confirmation of your address or name change(s). RAF will mail your Billing Statement to only one address.

**Changes to Your Account Agreement and Credit Limit:** Except as otherwise prohibited by law, at RAF's discretion, RAF may change your credit limit, Maturity Date, fees, costs, interest rate, Special Promotion, or other terms of your Agreement at any time. RAF will notify you of any change to your Agreement either by sending you a separate notice or through your Billing Statement. A change may take effect before you receive notification from RAF. You may request a change to your credit limit by contacting RAF at (888) 395-8505 or at any subsequent telephone number as may be shown on your Billing Statement. RAF may require additional documentation from you before approving or denying changes you request to your credit limit. RAF can add or delete provisions relating to your Agreement and to the nature, extent and enforcement of the rights and obligations RAF or you may have relating to this Agreement. These changes are binding on you. In the event any change will cause a fee, rate or minimum payment to increase (other than due to a change in the Prime Rate, expiration of a Special Promotion or event of default ), RAF will mail you written notice at least 15 days before the beginning of the billing period in which the change will become effective. If you do not agree to the change, you must notify RAF in writing within 25 days after the effective date of the change and pay RAF the total outstanding balance under the terms of the unchanged Agreement. Any charges made pursuant to this Agreement by you after the effective date of the change shall be deemed acceptance by you of the change, even if the 25 days have not expired.

**Security Documents:** This Agreement shall be secured by any existing and future security agreements, mortgages, deeds of trust or other pledges of collateral (the "Security Documents") between RAF and you, if any. You understand that RAF may require a pledge of collateral to secure the credit or financing applied for in the event that you fail to meet RAF's criteria for providing unsecured credit or financing.

Security Interest: In addition to any other security pledges granted to RAF, you grant RAF a purchase money security interest in all purchases financed under your Agreement and the proceeds of the purchases, including insurance proceeds. This provision does not apply if you reside in North Carolina and the interest on a purchase or transaction exceeds 15%. RAF's security interest continues until the purchase is paid for in full by application of your payments in the manner described in this Agreement.

**Default:** You understand that you will be in default of this Agreement if any one or more of the following events occur: 1) you fail to make payment of the amount due on the Maturity Date; 2) you fail to keep any other promise, under this Agreement or any other loan document, with RAF; 3) you are in default pursuant to the terms of any other loan or loan document you have with RAF; 4) any other creditor of yours attempts to collect the debt you owe them through court proceedings; 5) you die; 6) you file bankruptcy; 7) you do or fail to do something which causes RAF to reasonably believe you will not be able to satisfy your obligations you owe to RAF.

**Collection of Costs:** You agree that you will be liable to RAF for any costs incurred by RAF in perfecting its secured position in the event that this Agreement is secured with any collateral. You authorize RAF to advance sufficient funds under this Agreement to pay all costs incurred by RAF in perfecting its security position. To the extent not prohibited by law you also agree that you will pay all costs of collections, whether secured or not, including reasonable attorney fees, together with interest at the default rate if you do not timely pay your obligations to RAF.

Annual Fee: There are no annual fees to have this Agreement.

Applicable Law: This Agreement shall be governed by the laws of the State of Iowa.

**Remedies:** If you are in default of this Agreement, you understand that RAF has any and all of the following remedies: 1) RAF may demand immediate payment in full of all that you owe RAF under this Agreement; 2) RAF may setoff against any rights you have to payment from RAF; 3) RAF may demand additional security or additional parties to be obligated to pay your obligations in exchange for not immediately using any of the other remedies in this paragraph; 4) RAF may refuse to make any additional Advances under this Agreement; 5) RAF may seek any collection efforts of any collateral that may exist under any agreement between RAF and you; or 6) RAF may use any other remedy available under any appropriate state or federal law. By selecting one or more of these remedies, RAF does not give up its right to use any other remedies. If RAF, in its sole discretion, waives its right to exercise any remedy upon the event of default, RAF does not waive its right to later exercise any remedies based upon such default.

**Waiver:** By execution of this Agreement you agree you will not require RAF to: 1) demand payment of the amounts due (presentment); 2) obtain official certification of non- payment (protest); 3) give notice that the amounts due have not been paid (notice of dishonor); 4) give notice of intention to accelerate; or 5) give notice of acceleration. You also give up any rights you may have under any valuation or appraisal laws, which may apply to you.

**Consent to Jurisdiction:** You agree that the acceptance and approval of the Agreement occurred in Cedar Falls, Iowa and that performance of this Agreement by you involves payment to RAF in Cedar Falls, Iowa. You knowingly and voluntarily consent to be subject to the jurisdiction in the State of Iowa for purposes of adjudicating any rights and liabilities of the parties pursuant to this Agreement, with venue to be in the Iowa District Court for Black Hawk County, Iowa, or the United States Federal District Court for the Northern District of Iowa.

Telephone Monitoring and Recording: RAF may monitor and record your telephone calls with RAF to assure the quality of RAF's service.

**Cancelling the Account Agreement:** You may cancel this Agreement at any time by notifying RAF in writing. In the event you cancel the Agreement, you remain responsible to pay the principal balance, interest, costs and fees according to the terms of the Agreement.

Assignment: RAF reserves the right to assign any or all of RAF's rights and obligations under this Agreement to a third party. You shall not assign any or all of your rights and obligations under this Agreement without the written permission of RAF.

**Unauthorized Use of the Agreement:** If you believe there has been any unauthorized use or charges to your Agreement, you must notify RAF immediately by calling (888) 395-8505 or any subsequent telephone number as may be shown on the Billing Statement. RAF may require you to provide certain information in writing to help RAF determine what happened, and to comply with such procedures as RAF may require for RAF's investigation.

**Facsimiles:** In the event that any signature is delivered by facsimile (fax) transmission or by e-mail delivery of a ".pdf" format data file, such signature shall be considered a binding signature and shall have the same force and effect as an original signature. You will ensure that all documents bearing the original signature will be forwarded to RAF as soon as possible after being faxed or emailed via "pdf", but failure to provide such documents with original signatures shall not affect the ability of either party to rely on fax signatures to the same extent as an original.

**Disclosure of Information:** RAF may use the above information and other personal information collected or compiled by RAF in connection with this Agreement (including account status and payment history) (collectively the "Information") to share with third-party partners and program sponsors in determining whether to extend credit. RAF may from time to time share and/or exchange information with those involved in your commercial transaction(s) including Manufacturers, Dealers, and third party partners as well as RAF's affiliates and/or agents for the purposes of including, but not limited to, opening, administering, servicing, transacting on and enforcing your commercial transactions, your agreements, collecting amounts owing to RAF or its assignees, verifying and evaluating your current and ongoing creditworthiness and financial status, responding to your inquiries and otherwise communicating with you regarding your account(s), including contacting you regarding extensions or renewals of this Agreement. **Privacy:** You acknowledge to be bound by

and consent to RAF's most recent Privacy Statement as it appears on the website <u>www.Raboag.com/security-privacy/privacy/statement-157</u>. If you are unable to access the website, you may call RAF at (888) 395-8505 to obtain a copy of the documentation. You authorize RAF to communicate with you and share any information with you via email or other electronic means.

**Representations and Warranties:** You represent and warrant that all information you provided in the Agreement is true and correct. You acknowledge all information contained in the Agreement is material and serves as the basis for RAF making a credit decision on the Agreement. You further represent and warrant that the extension of credit evidenced by this Agreement is for business, commercial or agricultural purposes and is not for consumer purposes. Your submission of any report, record or other information pertaining to you or any of your subsidiaries conditions or operations, financial or otherwise, from time to time, whether or not required under the terms of this instrument, will be deemed to be accompanied by a representation by you that such report, record or information is complete and accurate in all material respects as to your or any of your subsidiaries (and, if applicable, any of your subsidiaries' partners, shareholders, members, or other principals) conditions or operations, as of the date of such submission, including, without limitation, all material contingent liabilities, conditions or operations.

**Notice to Missouri Applicants:** Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the Agreement. To protect the applicant(s) under this Agreement and RAF from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this Agreement and the Security Documents which are the complete and exclusive statements of the agreement between us, except as we may later agree in writing to modify such documents.

**Michigan Business Purposes Affidavit:** If you are a resident of Michigan or if your primary business address is in Michigan, by signing below you hereby certify that you are engaged in the business of commercial farming and that all products purchased on credit or other loan proceeds otherwise made available to you under this Agreement will be used exclusively for commercial agricultural purposes. This declaration is made under penalty of perjury.