

CONDITIONAL LINE OF CREDIT/LOAN APPLICATION AND NOTE/SECURITY AGREEMENT ("AGREEMENT")

Date of Application:				Loan Request \$				Agriculture	Agriculture Loan Purpose - Crop Input				
(A) Applicant (Primary Borrower) Information Applicant T				ype				□ P	rtnership				
Legal Name of Entity or Individ	ual Name* (F	First, Middle, I	Last) *Name as sho	vn on State Driver's License			Tax ID # or SS#			Entity Date of	Entity Date or Date of Birth		
Street/Mailing Address								City		State	Zip		
Email Address					Does Applicant sell farm products under a name not listed on this application?								
Phone #				If Yes, please list all other names:									
(B) Co-Applicant (Co-Borrower) Information – Complete this section for any Co-Applicant, whether an individual or entity. At least one individual is required.													
Co-Applicant 1 - Legal Name of Entity or Individual Name* (First, Middle, La					t)				Tax ID # or SS#			Entity Date or Date of Birth	
Street/Mailing Address								City			State	Zip	
Co-Applicant 2 - Legal Name of	Entity or Inc	dividual Name	* (First, Middle, La	:)				Tax ID # or SS#			Entity Date of	Entity Date or Date of Birth	
Street/Mailing Address								City			State	Zip	
(C) Applicant's Financial and Income Information – If requested by Retailer/Lender, Applicant may be required to provide a detailed formal balance sheet													
Short-Term Assets \$ Intermediate,			/Long-Term	/Long-Term Assets \$ Total Net \				Worth \$			Date of Financials		
Short-Term Liabilities \$ Intermediate,			/Long-Term	/Long-Term Liabilities \$ Gross Farm				n Income \$			Non-Farm Income \$		
(D) Applicant's Lender Ref	erence					•							
Operating Lender & Lender Contact Name					Operating Lender Phone T			Total Operating Commitment \$ Collat			ollateral (Crops, Live	teral (Crops, Livestock, etc.)	
(E) Crop and Livestock Fee	d Plan Info	ormation – c	omplete each secti	on as applic	cable to Applicant's farming op	eration							
Crop	Acres X	Yield	= Total Produc	tion	(Less %) Production for Feed	(Less %	6) Landlord's	Share	= Net Production	1)	X Target Price \$	= Total Crop Plan Value	
Total Acres										To	otal Crop Value \$		
Livestock Type			Avg weight per Head X		Price per Head	Price per Head = Total Value				ent Due Date Principle Payment Amount			
Total Number of Head	l Number of Head			Total Livestock Plan Value									
(F) Representations by Undersigned													
Each of the undersigned specifically represents to CHS Capital, LLC, dba CHSC MN, a Minnesotal limited liability company, and its agents, successors and assigns (Lender) that the information provided in and with this application/note/security agreement is true, correct, and complete. The undersigned hereby authorizes the Lender and Lender's agents, successors and assigns to make credit inquiries and background inquiries concerning the undersigned's credit tworthiness, credit sensition, including without limitation, the undersigned's income tax records, motor vehicle records, credit reports, all public records, history of liens and judgments, bankruptcies, employment history, and references on any loan application and any loan resulting from said application ("Credit and Background Information"). Lender has permission to obtain a credit report for legitimate purposes in connection with this transaction, including making a credit decision, monitoring and collecting the account. Creditors, accountants/tax preparers, credit and employment references, government authorities and others ("Creditors") are hereby authorized to provide copies of financial statements, tax returns, and other pertinent financial information and to disclose to Lender any information relative to any of my/our loans, accounts, purchases, other financial transactions, production or marketing information, or other pertinent information, whether past, present, or future. A copy of this authorization may be relied upon as an original authorization to release information to Lender. Lender and the Creditors are released from all claims for omissions which occur in verifying the information provided. The undersigned understand that this authorization is valid until the Lender/Borrower relationship ceases. The undersigned authorizes Lender to sell, assign, transfer, grant participations or security interests in, or otherwise dispose of, any portion of the requested loan to affiliates, banks or other financial institutions. The Lender may disclose any													
To understand how and why we use your personal information, please see: https://www.chsinc.com/privacy-policy . CHS Capital, LLC, a wholly owned subsidiary of CHS Inc. considers this restricted information.													
APPLICANT(S)/BORROWER(S) SIGNATURES - By signing below, each Applicant/Borrower certifies having read and agrees to the terms & disclosures on these Agreement documents.													
Applicant (Primary Borrower)				Co-Applicant 1 (Co-Borrower)					Co-Applicant 2 (Co-Borrower)				
☐ Individualor				□ Indi	☐ Individual				LJ Individu	☐ Individual or			
Entity Name(if applicable)				☐ Enti	Entity Name				Entity N	Entity Name(if applicable)			
Ву					Ву				Ву	Ву			
Title				Title				Title	Title				

Resolution and Certification. Signers acting on behalf of any corporation, limited liability company, partnership (all types of partnerships) or trust, certify and warrant that they are duly authorized to enter into and execute this Agreement, including but not limited to: open account application, promissory note, transaction account or any other evidence of indebtedness as well as any other collateral or mortgage documents. At the discretion of Lender, additional information may be requested on each entity applicant/borrower, such as Partnership Agreement with Amendments, Corporate/LLC Articles of incorporation/Organization with Amendments and Borrowing Authorization. THIS LOAN APPLICATION AND NOTE/SECURITY AGREEMENT INCLUDES: ND DISCLOSURE STATEMENT (IF ANY), BORROWER'S CONDITIONAL LOAN DETERMINATION ("collectively referred to as "Determination").

(G) NOTE AND SECURITY AGREEMENT

Upon Lender's approval of the application portion of this Agreement, as evidenced by its provision to Borrower a Conditional Loan Determination ("Determination") approving the uncommitted line of credit, Applicant(s) shall be considered and referred to herein as Borrowers. Borrowers hereby apply for a loan in the amount of the Loan Request stated on page 1, from Lender. This loan is given for business purposes and for the purchase of products solely for use in the Borrower's farming operations. ANY LOAN MADE OR LINE OF CREDIT OFFERED PURSUANT TO THE TERMS OF THIS AGREEMENT IS UNCOMMITTED, MEANING EVERY REQUEST FOR A FULL OR PARTIAL ADVANCE, DRAW, OR DISBURSEMENT ON THE LOAN/LINE OF CREDIT IS SUBJECT TO LENDER'S APPROVAL, IN ITS SOLE AND ABSOLUTE DISCRETION.

1. PAYMENT OBLIGATIONS. For value received, Borrowers promise to pay to the order of Lender the principal sum equal to the Loan Request, stated above, or so much thereof as Lender shall have authorized and which is due and owing hereunder, together with interest accrued thereon as follows:

Interest Rate: The rate of interest shall be specified in the Borrower's Determination sent to Borrower upon Lender's approval of the Application. Borrower understands that the rate of interest and other key terms of the loan have not yet been determined as of the execution of this application but will be set by the Lender based on various factors at such time as any loans may be approved by written Determination. Borrower may request loans up to the Total Amount approved (see Section 3 below) and Lender may, but in no case shall be obligated to, lend an amount up to the Total Amount Approved to Borrower. Lender shall review each loan request or request for advances/draws upon the Determination separately and may deny such requests in its sole and absolute discretion. Borrower agrees that acceptance of the benefit of future uncommitted lending on an approved Determination, whether by receipt of funds, or by the benefit of transfers or payments made on behalf of Borrower connected with the loan, or otherwise, constitutes Borrower's acceptance of the terms provided in the Determination, including any conditions and covenants therein, and that if upon receipt and review of a conditional loan determination Borrower finds the terms, including the interest rate, unacceptable for any reason, Borrower may decline the lending described in the Determination by not requesting advances thereon. Interest will be calculated on the basis of actual number of days elapsed in a year of 360 days. The principal sum due and owing hereunder, together with the interest accrued thereon, shall be due and payable on or before the Maturity Date, as set forth in the Borrower's Determination. If any amount is due and owing 90 days after the Maturity Date, Borrowers will be charged 5.000% of the unpaid principal portion due and owing on the Maturity Date. Upon default, including failure to pay upon final maturity, the total sum due under this Note will accrue interest at the specified interest rate under this total interest rate under the A

- 2. SECURITY. To secure the performance of all agreements contained herein and the payment of any and all of Borrowers' obligations to Lender, whether under this Agreement or otherwise, whether in existing or future security agreements from Borrowers or any of them to Lender, Borrowers hereby grant Lender a continuing, security interest (the "Security Interest") in all of Borrower's current or future personal property (tangible, intangible and mixed), wherever located, and whether now owned or hereafter acquired, including, without limitation, all: goods, inventory, equipment, machinery, farm products, crops, livestock, chattel paper, accounts, deposit accounts, government payments, government agricultural program payments, investment property, instruments, documents, commercial tort claims, letter of credit rights, supporting obligations, contract rights, general intangibles, furniture, and proceeds ("Collateral"). Borrower agrees that Lender may file, with or without Borrower's signature, any financing statements, central notice filings or any other documents for perfection of Lender's lien in the collateral deemed necessary and desirable by Lender. Borrower's signature on any financing statements, continuation statements, central notice filings or any other document for perfection of Lender's lien. Borrower's lien. Borrower shall, at the request of Lender's lien. Secure and deliver to Lender's lien or transfer of title to property subject to Lender's lien. Alternatively, Borrower appoints and constitutes Lender its agent and attorney-in-fact to execute on behalf of Borrower any financing statements, continuation statements, central notice filings or any document for perfection of Lender's lien or transfer of title to property subject to Lender's lien or transfer of title to property subject to Lender's lien or transfer of title to property subject to Lender's lien or transfer of title of property subject to Lender's lien or transfer of title to property subject to Lender's lien or transfer of title to propert
- 3. BORROWER'S TOTAL AMOUNT APPROVED. Subject to the terms and conditions of this Agreement and any Determination pursuant to this Agreement, the Borrower shall repay each loan advance and/or drawing on the line of credit. The conditional line of credit is not revolving. Amounts repaid to Lender prior to expiration of the Availability Period (on the Maturity Date) will not be available for reborrowing by the Borrower. Borrower shall never be extended credit on an overall aggregate basis in a principal amount in excess of the stated Borrower's Total Amount Approved set forth in a written Determination unless pursuant to a separate, additional loan. Borrower may request a change to Borrower's credit limit by contacting Lender; upon review, Lender may require additional documentation from Borrower before approving or denying changes to Borrower's credit limit. Underwriting and renewal of any credit facility is always subject to discretion of Lender and Lender may, at any time, decline to renew a credit facility or require additional information prior to issuing a Determination. 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), Lender will mail Borrower written notice at least 15 days before the beginning of the billing period in which the change will become effective. If Borrower does not agree to any such change, Borrower must notify Lender in writing that Borrower does not agree to such change within 25 days after the effective date of the change and pay Lender the total outstanding balance under the terms of the unchanged Agreement.
- 4. DEFAULT EVENTS/REMEDIES. Each of the following constitutes a default by Borrower(s) under this document: (a) the failure of Borrowers to perform any warranty or agreement contained in this Agreement or in any instrument securing payment of this Loan or related to this Loan; (b) a default by Borrowers under any other promissory note executed by the Borrowers, or any one or more of them, and payable to the Lender; (c) Borrower providing Lender any false statement in any material respect; (d) if any Collateral is lost, stolen, substantially damaged, destroyed, or, without the Lender's prior written consent, sold or encumbered; (e) death of any Borrower(s), dissolution, termination, insolvency declaration, or bankruptcy proceeding of any Borrower, or is the subject of any proceeding under any state or federal farm or agricultural debt mediation law; (f) any failure by Borrowers to cultivate and harvest the crops resulting from use of the products herein in due season and in a good and farmer-like manner, or failure to properly care for or protect any of the Collateral; (g) the Lender, in good faith, deems itself insecure or determines that the prospect of Borrowers' payment of under this Agreement or the prospect of Borrowers' performance of this or any other instrument securing this Agreement or relating to it is impaired, and (h) any failure by Borrowers to satisfy, to Lender's satisfaction, each condition set out in Borrower's Determination. Upon the occurrence of any default(s), all unpaid obligations shall become immediately due and payable, without notice to or demand upon Borrowers and Lender shall have all remedies available to it at law or equity, including all of the remedies as to the Collateral of a secured party under the Uniform Commercial Code.
- 5. ANNUAL REVIEW / RENEWAL OF CREDIT LINE. Lender may complete a discretionary annual review of Borrower's conditional credit line and limit ("Conditional Line") and consider renewal of this Conditional Line for future advances. Borrower understands that any decision to renew credit line is determined by Lender. Material changes to Borrower's financial position and/or repayment history with Lender or other creditors will negatively impact Borrower's potential for renewal of this credit line. Borrower may be required to provide updated financial statements and/or anticipated crop plan information for consideration of a renewal by Lender. Lender may, in its discretion, change Borrower's Conditional Line, maturity date, fees, costs, interest rate or other terms of this Agreement at any time. Lender will notify Borrower of any change to this Agreement either by sending Borrower a separate notice or by reflecting such change on Borrower's billing statement. Please be aware that any change to this Agreement may take effect before Borrower receives notification from Lender, and all such changes shall be binding upon Borrower and Lender. Borrower may request a change to Borrower's Conditional Line by contacting Lender. Lender may require additional documentation from Borrower before approving or denying changes to Borrower's Conditional Line. 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), Lender will mail Borrower written notice at least 15 days before the beginning of the billing period in which the change will become effective. To contest any such change, Borrower must notify Lender in writing that Borrower does not agree to such change within 25 days after the effective date of the change and pay Lender the total outstanding balance under the terms of the unchanged Agreement.
- 6. EXPENSES. Borrowers promise to pay those fees required at the time of loan application, Agreement closing or set forth in the Borrower's Determination, including searches of public records, application fees, filing fees, documentary stamp taxes and other similar charges, and other expenses related to the Agreement as determined by Lender. If Borrowers do not pay the full amount of such fees, Lender can pay them and such payment is deemed to be a request by Borrowers for an advance against the Agreement. Except where prohibited by law, Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.
- 7. WAIVER AND RELEASE. No waiver by Lender, whether express or implied, of any default shall operate as a waiver of any other default or of the same default on a future occasion. The rights granted Lender herein may be exercised cumulatively or individually without prejudice to any right which Lender may have at law or equity. Any failure by Lender to enforce or require strict adherence to any of the terms or conditions of this agreement shall not constitute a waiver by Lender of a breach of any of the other terms or conditions of the Agreement. The Borrowers and other parties to this transaction (except the Lender), and each of them, including principal, surety, guarantor or endorser, agree to be jointly and severally bound and, further, waive demand, protest, and notice of demand, protest, or nonpayment, and agree that the liability of each shall be unconditional without regard to the liability of any other party and shall not be affected by any indulgence, extension, renewal, waiver, release of any party or of any Collateral, or other modifications granted or consented to by the Lender.
- 8. GENERAL. The terms and conditions of this Agreement shall be governed, construed, interpreted, and enforced according to the laws of the State of Minnesota, (or other State if designated by Lender) without regard to its conflict of law principles. All terms herein that are defined in the Uniform Commercial Code, as enacted in the Uniform Commercial Code as enacted in the state of Minnesota ("UCC"), shall have the meanings set forth in the UCC. If any provision(s) of this agreement are prohibited or are otherwise unenforceable, that shall not affect the enforceability or validity of any other provisions of this agreement and all other provisions shall remain valid and enforceable. This Agreement is personal in nature and cannot be assigned by Borrower's Determination, the Borrower's Determination controls.
- 9. RETURN OF PRODUCT. Borrowers agree if it is necessary to return the Collateral, it will be returned to the delivering Retailer (as named in the Determination). Any such returns will not reduce the obligations owing until a credit is received by Lender.
- 10. DISCLAIMER OF WARRANTIES. Borrowers understand the Collateral is financed by Lender without any warranty, express or implied. This includes any implied warranties of merchantability and/or fitness for particular purpose. Any questions or complaints about the Collateral should be directed to the Retailer or product manufacturer and such claim does not constitute a defense by Borrowers for non-payment under this Agreement.
- 11. FINANCIAL RECORDS. The Borrowers agree to (a) maintain complete and accurate financial books and records for Borrowers' business, (b) permit access thereto to the Lender, and (c) provide periodic financial information as requested by Lender in a form acceptable to Lender.
- 12. STATE LAW DISCLOSURES. The following clause applies only if the Collateral includes crops growing or to be grown in North Dakota. This security agreement covers crops now growing. This security agreement also covers future crops to be grown in the current year or any year hereafter.
- 13. ANTI MONEY LAUNDERING. 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. In addition to the information requested herein, we may also ask to see your driver's license or other identifying documents.

 Applicable to SD Residents Only. If there are any improprieties in making this loan or produces, places refer to the Division of Banking South Department of Labor and Regulation at the following address and

Applicable to SD Residents Only. If there are any improprieties in making this loan or in loan practices, please refer to the Division of Banking, South Dakota Department of Labor and Regulation at the following address and telephone number: 1601 N. Harrison Avenue, Suite 1, Pierre, South Dakota 57501, (605) 773-3421.

IMPORTANT: READ BEFORE SIGNING. THE TERMS ON BOTH PAGES OF THIS AGREEMENT AND ANY ADDENDUM SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT SIGNED BY LENDER.

Borrowers agree that oral 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 credit agreement. To protect you (Borrowers) and us (Lender) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this Agreement, which is the complete and exclusive statement of the agreement between us, except as we may later agree upon in writing to modify it and except as modified by the Determination, if any, given by Lender to Borrower.

CHS Capital, LLC—Authorized Signer (internal use only)					
Date:	Ву:				



2023 Agtegra Advantage/ CHS Capital Advance Authorization Form

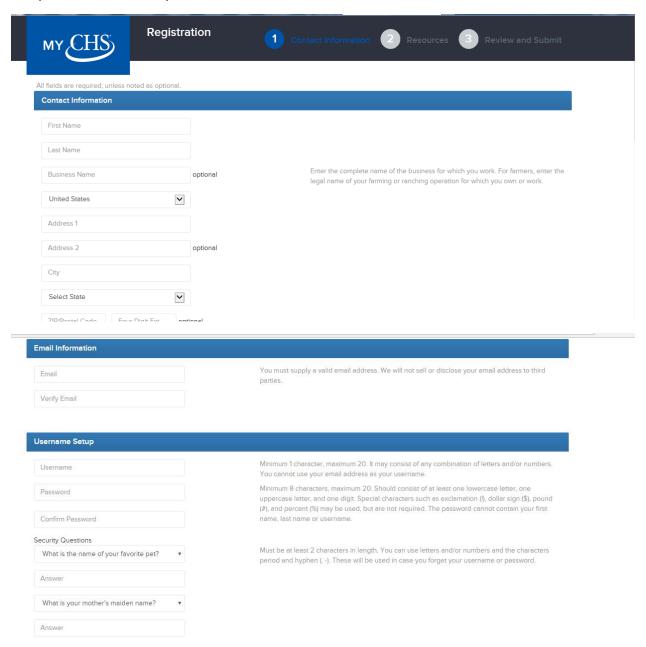
A copy of this form is required with every Agtegra Advantage/CHS Capital loan application

Account Name:	Account ID#:
RATES OR OTHER TERMS ARE CUNDER THE AGTEGRA ADVANTERMS AND CONDITIONS OF PROMOTION DOCUMENTATION MEET THE TERMS AND CONDITIONS THE APPLICABLE	THIS PROGRAM AND QUALIFICATION FOR ANY PROMOTIONAL CONDITIONED UPON SATISFACTION OF ALL TERMS REQUIRED TAGE/CHS-CAPITAL LOAN PROGRAM AND ON MEETING THE ANY PROMOTIONAL OFFERS, CREDIT POLICIES OR OTHER FROM TIME TO TIME IN EFFECT. IF THE APPLICANT DOES NOT DITIONS OF THE AGTEGRA ADVANTAGE/CHS-CAPITAL LOAN BLE RATES LISTED ABOVE WILL APPLY RETROACTIVELY. PLEASE T DEPARTMENT AT (605) 725-8390 WITH ANY QUESTIONS.
Section 1	
Check one of the following:	
	o use my Agtegra Advantage/CHS Capital loan to pay <u>all</u> in-season ements until all available funds have been used.
	ge/CHS Capital loan to pay my in-season invoices. I will pay for those each ate payments will be subject to Agtegra credit policy.
Section 2	
Check one of the following:	
commitment to purchase crop inputs	ed for 0% financing on Seed & CPP through 11/30/23. This requires a in all three categories (Fertilizer, Seed, and CPP) before 11/18/22 and all 2/23 with a CHS Capital loan, cash, check, credit or other Agtegra
This application is being submitted must be sent in by 1/22/23.*	ed for 2% financing on Seed & CPP through 11/30/23. This application
	rates apply to Seed & CPP categories. All other products are at a 4.75% 23 all rates go to a 7.0% variable rate as of 9/1/22.
Signature:	Print Name:
Title:	Date:
	Sales Agronomist / Manager Initials: Sales Agronomist / Manager Date:

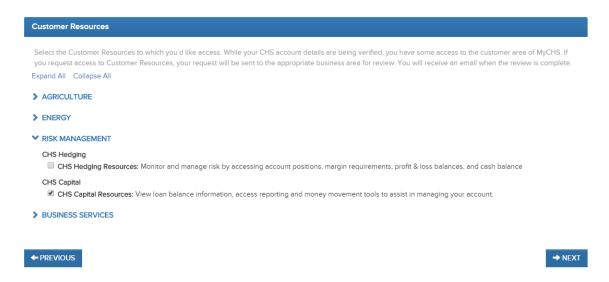
The first step in registering for CHS Capital Online Tools access is to register for a MY CHS account. You do this by going to:

https://registration.chsinc.com/

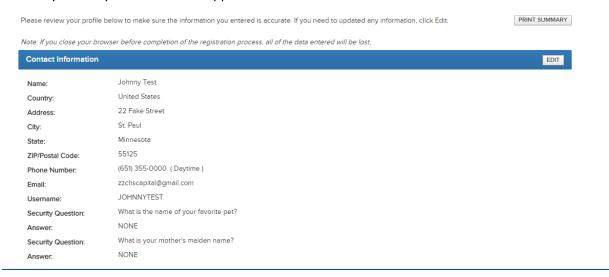
Complete all the necessary fields below:

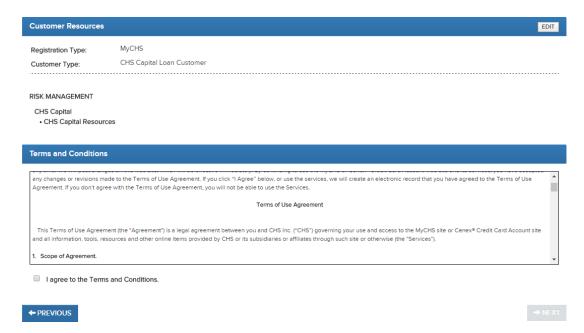


Under Customer Resources, chose Risk Management and CHS Capital Resources and chose Next:



The final step before submitting is to review your information, you have the option to edit or print a summary before you submit it for approval.

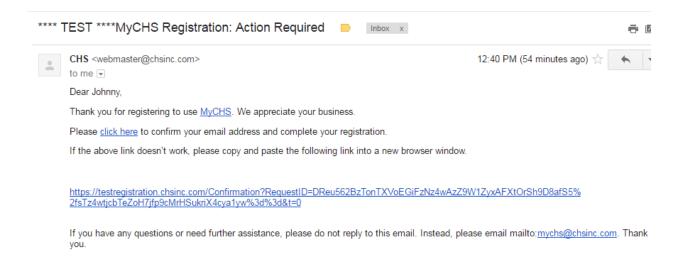




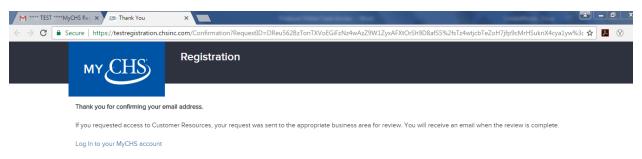
Once you check to agree to Terms and Conditions, if will bring you to the final page which is then sent to CHS to review and approve your access:



You will want to check your email after you have submitted your registration. You will get a confirmation email from CHS asking to confirm your email address and to complete your registration. See an example below:

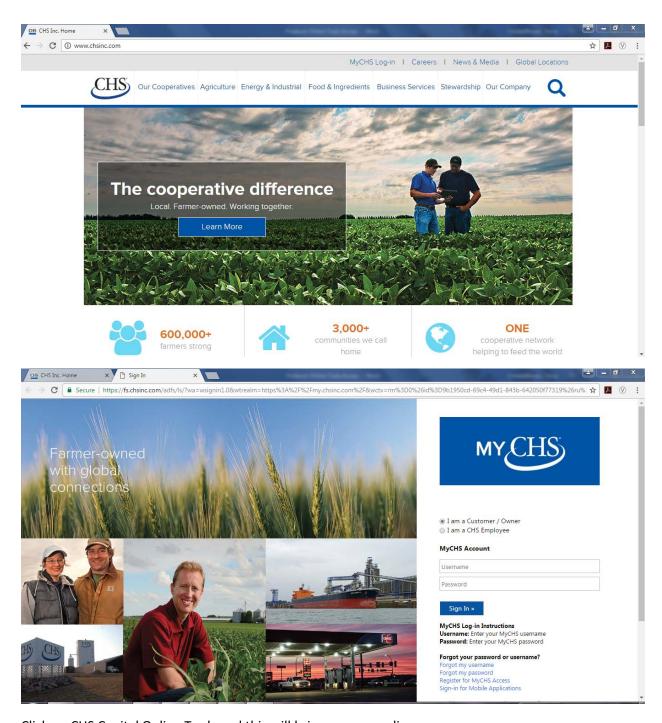


Click on the <u>click here</u> link which brings you to this page:



As the page states once it has been received and approved by CHS Capital, you will receive a confirmation email.

Once you receive the confirmation email go to http://www.chsinc.com/ and chose MyCHS login from the top:



Click on CHS Capital Online Tools and this will bring up your online access.

