

KANZA COOPERATIVE ASSOCIATION

Accounts Receivable PO Box 18 Andale, KS 67001 PH.(316)444-2111 FAX (316) 444-2112

ANDALE-ANTRIM-BYERS-COATS-COLWICH-DILLWYN-FURLEY-IUKA-PRATT-RANDLE-SEDGWICK-STAFFORD-ST.JOHN-VALLEY CENTER-ZENITH

| | WWW.KANZACOOP.COM | | | |
|--------------------------------|---|---|--|--|
| | (Please Print) | DATE | And the state of t | |
| 1 | LEGAL NAME: | SOCIAL SECURITY # | | |
| | (FOR COMMERCIAL ACCOUNTS SKIP 1, 6 & 7) | | OR | |
| 2 | LEGAL BUSINESS NAME: | FED ID # | | |
| | MAILING ADDRESS: | DATE OF BIRTH | | |
| | SHIPPING ADDRESS: | <u> </u> | | |
| 4 | CITY: STATE | ZIP CODE | | |
| 5 | TELEPHONE: () FAX# | EMAIL ADDRESS | | |
| 6 | Number of years farming Are you a Common Stockholder of Kanza Co-c | ıp? | Y N | |
| | Livestock Numbers: Dairy Beef Cows Hogs Feeder Cattle | | | |
| | Current: Irrigated Acres Dryland Acres | Acres Owned | anastralitation of the selection of the | |
| | Rented from Others Rented to Others Your Share of Fertilizer Other Farming Interests: | Your Share of Crops | | |
| | Tour State of retained | | | |
| 7 | NAME OF BUSINESS OR EMPLOYER (if other than farming) | | | |
| | BUSINESS OR EMPLOYER ADDRESS | | | |
| | EMPLOYER PHONE () | | | |
| | | Hour Long? | | |
| | Are you the owner? OR Employee | HOW LOUE: | | |
| | JOB TITLE | | | |
| 8 | BANK NAME ADDRESS | | | |
| | BANK CONTACT BANK PHONE # | | | |
| 9 | TRADE REFERENCES: (Places of business where you have an account. Complete name, address and pho | ne number.) | | |
| | *1 | | | |
| | 1 | | | |
| | *2 | | | |
| | *3 | MAN STREET, MAN AND AND AND AND AND AND AND AND AND A | | |
| 10 | O Additional information | | | |
| | | | | |
| 11 *Items you wish to purchase | | | | |
| | *Amount of credit desired | | | |
| | * If fuel cards are needed, how many?List Authorized users: | | | |
| | | | | |
| | | | | |

KANZA COOPERATIVE ASSOCIATION IUKA, KANSAS

CREDIT AGREEMENT

This agreement made and entered into on the date first above stated by the undersigned, the "Patron" and Kanza Cooperative Association, the "Cooperative" pursuant to the Consumer Credit Protection Act (Federal Truth in Lending Act) and the Kansas Uniform Consumer Credit Code (KSA 16a-1-101 et seq.).

The Cooperative agrees, if this agreement is approved by the Cooperative, that it shall allow the Patron to purchase goods and services on credit and the Patron agrees to pay for any goods and services in accordance with this agreement. Patron agrees and warrants by signing this agreement that he, she, or it is bound by this agreement and no further signature is required for the Cooperative to enforce its rights under this agreement in the event Patron defaults or fails to pay for any quantity of future goods or services provided pursuant to this agreement.

Credit will not be extended until a credit agreement is received and approved. The Patron agrees that the Cooperative or its agents may request financial statements, credit reports, consumer credit reports or investigative consumer reports from one or more credit reporting agencies in connection with your application and the administration of your account. The patron also authorizes the Cooperative to exchange credit information concerning their account with (and answer questions and requests from) others, such as the patron's credit references, merchants and credit reporting agencies.

DUE DATE:

All purchases made on credit during the month that are reflected on the periodic billing statement for such month are due and payable upon receipt of the statement.

CONVENIENCE CREDIT:

If all purchases are paid in full before the last business day of the month following the month of purchase, the account shall not be subject to any FINANCE CHARGE. The Patron agrees Cooperative shall not waive FINANCE CHARGE after such charges accrue except as may otherwise be provided by law.

FINANCE CHARGE:

Any balance not paid before the close of the business month, will be subject to a FINANCE CHARGE OF 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%. Said FINANCE CHARGE to apply to the unpaid balance on the account on the first day of the next billing cycle carried over from the prior month, and the minimum amount of such charge shall be \$.50 per month.

TERMINATION OF CREDIT:

The Cooperative reserves the right to terminate credit sales to patrons at any time without prior notification, and in addition thereto, no additional credit purchases will be allowed to any account that is *over* 30 days past due.

CHANGE INTERMS:

This agreement may be changed by the Company to increase the FINANCE CHARGE, change the due date, change the billing cycle, change the method of calculation of the FINANCE CHARGE, or change matters of a similar nature within the limitation of applicable law. This agreement may be changed by the Company after (30) days notice before the effective date of the change in accordance with K.S.A. § 16a-3-204 or as hereafter amended.

No waiver, amendment, release or modification of this agreement shall be established by conduct, custom, or course of dealing, but solely by a written document executed by both parties except as otherwise provided in this section.

PERSONAL GUARANTEE:

The Cooperative reserves the right, in its sole discretion, to obtain personal guarantees from the principal(s) of any entity before approving this credit agreement or at such later time as it may deem necessary.

SECURITY FOR AGRICULTURAL PRODUCER AND COMMERCIAL ACCOUNTS:

To secure payment and performance of all the Patrons' obligations under this Agreement and all other liabilities, guarantees, covenants and duties owed by the Patron to the Cooperative, whether or not evidenced by this or by any other agreement, absolute or contingent, due or to become due, now existing or hereafter and howsoever created, the Patron hereby grants the Cooperative a security interest in and to all of the following property ("Collateral") to the extent applicable:

A. Farm Products including but not limited to: Crops, whether annual or perennial, whether grown, growing or to be grown, and whether harvested or unharvested, the products thereof and stored grain, including all of the foregoing designated as inventory; also any negotiable or nonnegotiable documents, scale tickets and the like resulting from the storage thereof; also seed, fertilizer, chemicals, and other supplies used or produced by Patron in farming operations; also accounts, contract rights (including proceeds from insurance policies covering the Collateral), instruments, documents and general

intangibles, whether now owned or hereafter acquired and wherever located, hedging and commodity accounts or agreements, now or hereafter in effect, together with all rights in and to such accounts or agreements and all payments due or to become due thereunder; also all poultry, livestock, born or unborn, including aquatic goods produced in aquacultural operations, along with their products, produce or replacements in their finished or unfinished states including all of the foregoing designated as inventory.

- B. Inventory including but not limited to all inventory now owned or hereafter acquired by the Patron, including, but not limited to, all raw materials, work in process, finished goods, inventory leased to others or held for lease, merchandise, parts and supplies of every kind and description, including inventory temporarily out of the Patron's custody or possession, together with all returns on accounts (the "Inventory").
- C. Capital Investments in the Cooperative including but not limited to all common stock, preferred stock, also non-stock capital accounts including but not limited to stock credits, participation certificates, ledger credits, revolving fund credits, per-unit retains, qualified and nonqualified allocation credits and such other book credits for which provision is now or hereafter may be made for in the Articles and Bylaws of the Cooperative.

The Cooperative's security interest in the Collateral shall be a continuing lien and shall include the proceeds and products of the Collateral including, but not limited to, the proceeds of any insurance thereon.

Patron hereby consents to Cooperative filing financing statements as Cooperative deems appropriate in its sole discretion in all locations deemed appropriate by the Cooperative.

The security interest granted to Cooperative in the Collateral shall not secure or be deemed to secure any credit extended to the Patron which is, at the time of its creation, subject to the provisions of any state or federal consumer credit or truth-in-lending disclosure statutes.

AGENCY:

Until notified in writing to the contrary by the Patron, the Cooperative may assume that the Patron's spouse, children over the age of sixteen years, and employees, if any, are authorized to purchase goods or services and charge them to the Patron's account.

| COMPANY: | | |
|------------|---------------|--|
| SIGNATURE: | PRINTED NAME: | |
| TITLE: | | |