



CREDIT APPLICATION

New Account

Account Name Change Current Account ID: _____

Select Primary Account Type:

*** Mandatory fields based on Applicant Type / ** Agribusiness fields**

Individual Co-Applicants Sole Proprietorship w/DBA Corporation Partnership LLC Trust CFA

SECTION 1: CONTACT INFORMATION (to be completed for all application types)

*Applicant/Owner Full Legal Name Doing Business As (if applicable) *Co-Applicant/Owner Full Legal Name

*Physical Street Address *City *ST *ZIP *County

*Mailing Address City ST ZIP County

*Current Employer *Years Employed *Supervisor

*Federal ID #/Social Security # *Email Address *Primary Phone # *Cell Phone #

*Date of Birth (mm/dd/yyyy)

Total Assets **Total Liabilities **Gross Farm Income (CFA App)

*What location(s) will you be conducting business at? *Will your purchases be tax exempt? Yes No

SECTION 2: CO-APPLICANT (if applicable)

*Physical Street Address *City *ST *ZIP *County

*Mailing Address City ST ZIP County

*Federal ID #/Social Security # *Email Address *Primary Phone # *Cell Phone #

*Date of Birth (mm/dd/yyyy)

Total Assets **Total Liabilities **Gross Farm Income (CFA App)

SECTION 3: (To be completed if applicant is a Business, Corporation, LLC, Partnership or Trust – add additional sheet if needed)

 Date Business/Trust Started *State Organized In Is PO required? Fax #

 *Name (1) *% of Ownership Title *Federal ID/SS# *Date of Birth

 *Home Address *City *ST *ZIP *Home Phone # *Cell Phone #

 Total Assets **Total Liabilities Gross Farm Income (CFA App)

 Name (2) % of Ownership Title Federal ID/SS # Date of Birth

 Home Address City ST ZIP Home Phone # Cell Phone #

 Total Assets Total Liabilities Gross Farm Income (**CFA App)

SECTION 4: PRIMARY BANK REFERENCE

 *Bank Name *City/State Contact *Phone Account

*Any unsatisfied judgments, lawsuits pending, State or Federal Tax Liens, or bankruptcy against applicant or any principal?
 Yes No

SECTION 5: CROP PRODUCTION (For Agribusiness Applicants with credit needs over \$10,000):

 **Total Acres Owned

 **Total Acres Rented

| **Commodity | **Total Acres | **Producers Share (%) | **Approved Yield | **Insurance Plan ¹ | **% Coverage Level | **% Crop Fed ² |
|-------------|---------------|-----------------------|------------------|-------------------------------|--------------------|---------------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

¹ Insurance plan = RP, YP, ARH, APH, ARP, AYP, Hail Only, CAT, None

² Percentage of crop that will be fed to livestock

By signing below, Applicant is applying for convenience credit under the terms and conditions of MWF's Credit Policy and Agreement and agrees to execute and be bound by such agreement if credit is extended. Applicant acknowledges it has received, read, and understands the terms and conditions of the Credit Policy and Agreement. Do not sign this application if you have not received and read the Credit Policy and Agreement. The information contained in this application is provided for the purpose of obtaining or maintaining convenience credit with MWF. The undersigned understands MWF is relying on the information provided herein in deciding to grant or continue credit. The undersigned represents and warrants the information provided is true and complete. If requested by MWF, Applicant hereby authorizes MWF and its designee, The Cooperative Finance Association, on behalf of MWF to contact credit-reporting agencies and trade references regarding Applicant's credit and financial responsibility for the purpose of obtaining credit and for review for the purpose of maintaining the credit relationship. Applicant directs such references to provide relevant information to MWF and their designee on behalf of MWF. Applicant agrees that as a condition of extension of credit, MWF may now or may hereafter require Applicant to submit verifiable financial statement(s) to MWF and their designee on behalf of MWF and MWF may further require Security Interests, Letters of Credit, Input Liens, or acceptable Guarantees, or such other instruments MWF deems necessary in its sole discretion. The undersigned hereby agrees any disputes arising out of this agreement or goods and merchandise ordered or delivered pursuant hereto will be governed and settled under applicable principles of law, under jurisdiction of the State of Kansas Courts and that venue in any such action shall be in the County of Miami. By signing this document, the undersigned certifies that s/he is the Applicant, or an agent designated to sign credit documents on behalf of the Applicant.

| | | |
|------------------------|------------------------------|-------|
| Legal Name of Business | Authorized by (Please print) | Title |
|------------------------|------------------------------|-------|

| | | | |
|-----------------------|------|--------------------------|------|
| Applicant's Signature | Date | Co-Applicant's Signature | Date |
|-----------------------|------|--------------------------|------|

| | |
|---------------------------------|------|
| *Parent or Guardian's Signature | Date |
|---------------------------------|------|

***NOTE:** Applications submitted by individuals under the age of 21 must be co-signed by a parent, guardian or spouse over 21 years of age who has the means to repay debt.

NOTE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with the laws concerning this creditor is the FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY, WASHINGTON, D.C.



CREDIT POLICY AND AGREEMENT

If Mid-West Fertilizer, LLC (hereinafter referred to as "MWF") approves credit for goods and/or services, the applicant (Credit Patron") agrees to pay in accordance with the terms and conditions of this credit policy for any and all such goods and/or services purchased on credit.

AGREEMENT: THIS AGREEMENT is made and entered into between the Credit Patron and MWF and, to the extent applicable, pursuant to the Consumer Credit Protection Act (Federal Truth in Lending Act, 15 U.S.C., 1601 et seq. as amended) and the Kansas Uniform Consumer Credit Code (K.S.A. 16a 1-101 et seq as amended).

PERSONAL GUARANTEE: As a condition of granting credit to any Credit Patron, MWF may, in its sole discretion, require one or more personal guaranties of the Credit Patron's account to be signed by others.

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 by Credit Patron of the billing statement.

CONVENIENCE CREDIT: The credit extended to Credit Patron is convenience credit. If all purchases are not paid in full before the last day of the month following the month of purchase, the account will be considered past due, on hold and subject to a FINANCE CHARGE. Accounts on 10-day terms with ACH payments or with personal check payments not paid within 10 days will be considered past due, on hold, and subject to a FINANCE CHARGE.

FINANCE CHARGE: Any balance not paid within the terms stated above shall be subject to a FINANCE CHARGE of 1.5% per month which is an ANNUAL PERCENTAGE RATE OF 18.0% and the minimum amount of such charge shall be \$.50 per month.

TERMINATION OF CREDIT: MWF reserves the right to terminate credit sales to Credit Patron 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 IN TERMS: This agreement may be changed by MWF to increase the FINANCE CHARGE, change the billing cycle, change the method of calculating the FINANCE CHARGE, or change matters of a similar nature within the limitations of applicable law. Notice of any such change shall be given to the Credit Patron at least 30 days prior to the effective date of change.

SECURITY FOR ACCOUNT: The Credit Patron hereby consents to company filing financing statements as the company deems appropriate in its sole discretion and in all locations deemed appropriate by the company.

COLLECTION/ATTORNEY FEES: Credit Patron agrees to pay the reasonable costs of collection, including but not limited to, attorney and collection agency fees (but not both), and court costs, but such fees may not exceed 15% of the unpaid debt after default in accordance with KSA 16a-2-507, as amended, when such law applies to this Agreement.

CHANGE IN CREDIT PATRON STATUS: Credit Patron shall immediately notify MWF of any change in Credit Patron's legal status, domicile address, name, or credit status, and where applicable, Credit Patron's ownership or legal status.

AGENCY: Until notified in writing to the contrary by the Credit Patron, MWF may assume that, as the context requires, that the Credit Patron's employees, spouse, or children over the age of sixteen (16 years) are authorized to purchase goods or services and charge them to the Credit Patron's account.

NOTE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission, Equal Credit opportunity, Washington, DC 20580

| Individual/Trustee(s) | Partnership | Corporation/LLC |
|-----------------------|------------------------------|-------------------------------|
| _____ Signature | _____ Partnership Name | _____ Corporation Name |
| _____ Print Name | _____ Partner's Signature | _____ Authorized Signature |
| _____ Signature | _____ Print Name | _____ Print Name |
| _____ Print Name | _____ Partner's Signature | |
| | _____ Print Name | |

Account Disclosure

| Interest Rate and Interest Charges | |
|---|---|
| Annual Percentage Rate (APR) for Purchases | 18.00% |
| Minimum Interest Charge | If you are charged interest, the charge will be no less than \$.50 |
| How to Avoid Paying Interest | We will not charge you any interest on purchases if you pay the Balance before the last day of the month following the month of purchase. |

| Fees | |
|---|--|
| Penalty Fees | |
| Returned Payment | \$30.00 |
| <ul style="list-style-type: none">Insufficient Check Fee | The lesser of \$10.00 or the amount charged us by your bank or lending institution not to exceed \$30.00. |

How We Will Calculate Your Balance: We use a method called "Previous Balance." See your account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Account Opening Disclosures.

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us at:

MWF, 1105 Baptiste Drive, Paola, KS 66071

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit. After we finish our investigation, one of two things will happen:
- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

NOTICE: These Account Disclosures are provided pursuant to the Consumer Credit Protection Act (Federal Truth in Lending Act, Public Law 90- 231: 82 Stat. 146, (hereinafter, "TILA")) to the extent the foregoing is applicable. Mid-West Fertilizer, LLC is only subject to TILA or any other law to the extent provided therein, and nothing in these disclosures or any other account documents shall be construed as an intention to incorporate such laws when they do not apply or as a waiver of defenses available to Mid-West Fertilizer, LLC.

FACTS

WHAT DOES MID-WEST FERTILIZER, LLC (MWF) DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and **account balances**
- **transaction history** and **purchase history**
- **payment history** and **account transactions**

How?

All financial companies need to share **customers'** personal information to run their everyday business. In the section below, we list the reasons financial companies can share their **customers'** personal information; the reasons chooses to share; and whether you can limit this sharing.

| Reasons we can share your personal information | Does Share | Can you limit this sharing? |
|--|------------|-----------------------------|
| For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes | No |
| For our marketing purposes— to offer our products and services to you | Yes | No |
| For joint marketing with other financial companies | Yes | No |
| For our affiliates' everyday business purposes— information about your transactions and experiences | Yes | No |
| For our affiliates' everyday business purposes— information about your creditworthiness | Yes | Yes |
| For our affiliates to market to you | Yes | Yes |
| For nonaffiliates to market to you | No | We don't share |

To limit our sharing

- Mail the form below

Please note:

If you are a *new* customer, we can begin sharing your information **30** days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call 620-432-8648

Mail-in Form

Mark any/all you want to limit:

Do not share information about my creditworthiness with your affiliates for their everyday business purposes.

Do not allow your affiliates to use my personal information to market to me.

Name

Address

City, State, Zip

Mail To:

Mid-West Fertilizer, LLC
1105 Baptiste Drive
Paola, KS 67107

| Who we are | |
|--|--|
| Who is providing this notice? | MWF |
| What we do | |
| <p>MWF</p> <p>How does collect my personal information?</p> | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. |
| <p>MWF</p> | <p>We collect your personal information, for example, when you</p> <p> Open an account pay your bills pay us by check give us your contact information provide employment information </p> |
| Why can't I limit all sharing? | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> sharing for affiliates' everyday business purposes—information about your creditworthiness affiliates from using your information to market to you sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p> |
| What happens when I limit sharing for an account I hold jointly with someone else? | Your choices will apply to everyone on your account |
| Definitions | |
| Affiliates | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p><i>Our affiliates include financial companies such as Team Marketing Alliance and the Cooperative Finance Association.</i></p> |
| Nonaffiliates | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p><i>MWF does not share with nonaffiliates so they can market to you.</i></p> |
| Joint marketing | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p><i>MWF does not jointly market.</i></p> |
| Other important information | |
| | |