

Salesman/Location: _____

AgVantage FS, a division of GROWMARK, Inc.

1600 8th St. SW, PO Box 828 • Waverly, Iowa 50677

Phone: (319) 483-4900 • Toll Free: (800) 346-0058 • Fax: (319) 483-4992

Website: agvantagefs.com • Email: mailus@agvantagefs.com

Please complete this box if you would like to receive a FastStop fuel card for purchases at FastStop locations.

Required to use card (choose one):

PIN # Only

PIN # & Vehicle #

PIN #, Vehicle # & Odometer

Choose your 4 digit PIN #: _____

Number of Cards Requested: _____

NEW COMMERCIAL CREDIT APPLICATION AND CREDIT AGREEMENT

Agricultural Producer: Yes___ No___

TYPE OF ORGANIZATION:

() Individual () Sole Proprietorship () Partnership () Corporation () LLC () Other State of Incorporation _____

Name of Business _____

SS# or Federal Tax ID# _____ Telephone# _____

Address _____

Street# PO Box Suite# City State Zip Code

Line of Business: _____ Years in Business _____

Date Business Formed: _____ Fiscal Year End: _____ Sales Tax Exemption # _____

Name of Principal _____

Date of Birth _____ SS# or Federal Tax ID# _____

Address _____

Street# PO Box Suite# City State Zip Code

Email Address _____

Add'l Officers/Members: _____

Name Social Security #

Name Social Security #

Gross Annual Sales \$ _____ Net Annual Income \$ _____ Estimated Net Worth \$ _____

BANK REFERENCE

Name of Financial Institution _____ Telephone# _____

Address _____

Street PO Box City State Zip Code

Checking Acct# _____ Savings Acct# _____

Type of products you intend to purchase from AgVantage FS, a division of GROWMARK, Inc. (Please mark all that apply):

Propane Liquid Fuel (Gas/Diesel) Agronomy Amount of Credit Requested \$ _____

CREDIT REFERENCE

NOTICE It is the practice of some references to charge a fee for providing credit information. The Applicant will be responsible to pay any such related fees that may be assessed by a credit reference before an account is opened.

Trade or Business Reference:

First and Last Name/Business Name _____ Address (Street, PO Box, City, State, Zip) _____

Telephone Number _____ Fax Number _____

Please list names of authorized account users: _____

Authorization to Investigate. Upon receipt of this new Commercial Credit Application and Credit Agreement ("Agreement") and from time to time during the term of this Agreement as determined to be appropriate by Company, Applicant (identified above) and any Co-Applicant applying for joint credit ("Co-Applicant") hereby authorize AgVantage FS, a division of GROWMARK, Inc. (hereinafter referred to as "Company") to contact the Financial Institution and Business References identified above to investigate the creditworthiness and financial responsibility of Applicant. Applicant, Co-Applicant and Guarantor(s) are hereinafter collectively

referred to as "Applicant". Applicant authorizes Company to provide a copy of this Agreement to the Financial Institution and Business References identified above or to any consumer reporting agency at any time after Applicant's execution of this Agreement and at the sole discretion of Company. Applicant authorizes and directs any person or consumer reporting agency to compile and furnish to Company any information it may have or obtain in response to such credit inquiries from Company, and Applicant agrees that such information and this Agreement are the property of Company whether or not credit is extended. Applicant shall provide copies of its financial statements to Company on an annual basis. Applicant shall notify Company of any material change in Applicant's financial condition and any material changes in Applicant's ownership or business entity. Applicant shall be required to update the information contained in this Agreement upon request from Company.

Additional Terms and Conditions. Applicant acknowledges that this Agreement is subject to and hereby incorporates and makes a part hereof the Terms and Conditions included in this Agreement as well as the terms and conditions set forth in any and all invoices provided to Applicant by Company. In the event of a conflict between the terms of any invoice provided by Company and the Terms and Conditions of this Agreement, the Terms and Conditions of this Agreement shall prevail.

Applicant hereby affirms that they have read and understood all of the provisions of this Agreement, inclusive of all Terms and Conditions, that they understand all of such provisions and agree to be bound.

APPLICANT HEREBY KNOWINGLY AND VOLUNTARILY IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF, OR BASED UPON THIS AGREEMENT OR THE COLLATERAL SECURING THIS AGREEMENT.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE, NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS AGREEMENT MAY BE LEGALLY ENFORCED. APPLICANT MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE EFFECTIVE WITH RESPECT TO ALL OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN APPLICANT AND COMPANY. A MODIFICATION OF ANY OTHER CREDIT AGREEMENTS NOW IN EFFECT BETWEEN APPLICANT AND COMPANY, WHICH OCCURS AFTER RECEIPT BY APPLICANT OF THIS NOTICE, MAY BE MADE ONLY BY ANOTHER WRITTEN INSTRUMENT. ORAL OR IMPLIED MODIFICATIONS TO SUCH CREDIT AGREEMENTS ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.

Signature of Applicant **X** _____ Date _____

Signature of Co-Applicant **X** _____ Date _____

Guaranty of Payment (If Required)

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned, intending to be legally bound, hereby jointly and severally (if there is more than one guarantor) guarantees absolutely and unconditionally the prompt payment of any and all indebtedness of Applicant or Co-Applicant to Company now or hereinafter incurred.

| | | |
|---------------------|---------------------|--|
| X _____ | X _____ | _____ |
| Guarantor Signature | Guarantor Signature | Address |
| _____ | _____ | _____ |
| Printed Name | Date | Printed Name Date |

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; 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 this law concerning the creditor is Federal Trade Commission, Equal Credit Opportunity; Washington, D.C. 20580.

For Office Use Only

Approved / Denied (circle one) by AgVantage FS, a division of GROWMARK, Inc.

By: _____ Date: _____

Status: _____ Acct #: _____ Salesman #: _____ Credit Limit: _____

Account Application and Credit Agreement

TERMS AND CONDITIONS

Representations. Applicant represents and warrants that the information provided by Applicant is complete and accurate. Applicant represents that it is seeking credit for business purposes and that Applicant will use the credit granted hereunder solely for business, commercial or agricultural purposes and not for personal, family or household use.

Credit Limit. Upon Company's approval of, and in reliance on, information submitted by or received about Applicant, Company may assign a maximum credit amount to Applicant's account from time to time and Company may permit Applicant to obtain goods and services with or without credit terms up to such credit amount. The amount and use of Applicant's credit will be governed by Company pursuant to the terms of this Agreement, and Company retains the right to reduce the credit limit, and to terminate Applicant's right to purchase goods and services, with or without credit, at any time, without prior notice, except as otherwise required by law. Company's grant of the credit does not constitute approval of the credit limit sought herein. In the event Company, in its sole discretion, elects to advance credit in excess of the credit limit, the same shall not bind Company to extend credit to that extent in the future. This Agreement shall remain in effect in the event Applicant's credit balance is reduced to zero from time to time.

Payment and Interest Charges. For value received, Applicant promises to pay to the order of Company the amount of invoiced credit as may be extended by Company from time to time as evidenced on the books and records of Company, plus any finance charge thereon established herein, plus all other fees imposed by Company from time to time, plus all costs of enforcement and collection (including reasonable attorneys' fees) in the event of Applicant's default under this Agreement, and other remedial obligations imposed on Applicant hereunder. Payment must be received by Company by the 25th day of the month following the original invoice date or if no invoice is issued, within thirty (30) days following the date of delivery of products or services. Payments shall be directed to the address for notice set forth herein or the payment address provided in Company's invoice. Applicant authorizes Company to process any checks submitted as an automated clearing house transaction. Applicant acknowledges and agrees to be bound by the terms of any purchase program, offering, invoice, statement, policy or procedures of Company, whether related to credit requirements or otherwise. The unpaid principal balance owing to Company after any applicable due date shall bear interest at the lesser of the rate of twenty-four percent (24%) per annum or the maximum legal rate. Payments shall be applied by Company first to unpaid interest charges, then to accrued and unpaid expenses, and then to the unpaid principal balance. Applicant, Co-Applicant and any Guarantor(s) are jointly and severally liable for any and all indebtedness under this Agreement.

Default. Occurrence of any of the following shall at Company's option, and without notice or demand on Applicant, constitute a default by Applicant: (a) the failure to make any payment hereunder on or before any due date; (b) delivery of false information or breach of any representation, covenant or obligation under this Agreement, or any other agreement between the parties or between Applicant and any affiliate of Company; (c) if Applicant merges with any entity, sells its business, is dissolved, ceases to exist, declares insolvency, is the subject of any proceeding under any bankruptcy, or insolvency laws; and (d) any reasonable insecurity of Company, as subjectively measured by Company, as to the ability of any Applicant to pay any amount due Company.

Remedies. In the event of default hereunder by Applicant, all of Company's obligations hereunder shall immediately cease and Company shall have the right to specific performance, injunctive relief, money damages, offset against amounts owed to Applicant including, but not limited to, any patronage or amounts due to Applicant from Company, or immediate termination of this Agreement without notice to Applicant. In addition, at Company's option, all unpaid indebtedness of Applicant to Company shall become immediately due and payable, without notice to or demand upon Applicant. Applicant's obligations shall be absolute, irrevocable and unconditional, irrespective of the legality or validity of any obligation hereunder or under any related agreements and shall not be subject to any counterclaim, setoff, deduction or defense based upon any claim Applicant may have against Company or any other person and shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by, any circumstance or condition. Applicant hereby grants to Company, its successors and assigns (specifically including any assignee permitted in this Agreement), an irrevocable power of attorney, coupled with an interest, to endorse and negotiate on Applicant's behalf any checks or other instruments which are payable to Applicant and Company and apply the same against Applicant's obligations hereunder. The foregoing power of attorney shall not be affected by subsequent disability, incapacity or incompetence of Applicant and shall not be exercised by Company until the occurrence of an event of default. All acts of such attorney are hereby ratified, and Company shall not be liable for any act or omission or for any error of judgment or mistake of fact or law. Company's rights and remedies shall be cumulative and nonexclusive and may be exercised without any notice, demand, defense, claim, offset, or other right or action to which Applicant may be otherwise entitled, all of which are hereby expressly waived. The unpaid principal balance owing to Company after any applicable due date, as set forth in the invoice provided by Company, shall bear interest at the lesser of the rate of twenty-four percent (24%) per annum or the maximum legal rate. Payments shall be applied by Company first to unpaid interest charges, then to the unpaid principal balance, and then to accrued and unpaid expenses.

Security Interest. Applicant hereby grants Company a purchase money security interest in any good sold by Company to Applicant or any affiliate of Applicant, together with any proceeds received from third parties, until payment therefore is received by Company. The grant of a security interest is not in derogation of any available statutory liens or held by Company, all of which are expressly reserved. Applicant authorizes Company to file financing statements and take other actions related thereto, and shall cooperate with all reasonable requests of Company in connection with the perfection and priority thereof and collection thereunder.

Limitation of Liability. Applicant agrees to defend, indemnify, save and hold Company, its affiliates and subsidiaries, and their directors, employees, representatives and assigns harmless from and against any claim, demand, liability, damage or expense, including reasonable attorneys' fees, arising out of or relating to any default hereunder, any misrepresentations or inaccuracies on the part of Applicant, any violation of any third party's rights by Applicant or any other obligation or action of Applicant or Applicant's affiliates, directors, employees, representatives or permitted assigns, regardless of any claim of cause or contribution on the part of Company. Company shall not be liable for any lost profits or any form of consequential, incidental, indirect, punitive or special damages arising out of or relating to this Agreement or the goods or services provided by Company to Applicant. The sole remedy of Applicant for breach of warranty by Company shall be return of the purchase price of the goods or services provided by Company.

Notices. Any notice required to be given under this Agreement shall be deemed given when in writing and personally delivered to Applicant or Company or if by mail, three (3) days after the Notice is mailed. Notices to Applicant must be mailed to the address provided herein by Applicant and Notices to Company must be mailed to Company's Address, Attn: Credit Department (subject to change on written notice), PO Box 828, Waverly, IA 50677.

Choice of Venue, Forum and Law. This Agreement shall be governed in accordance with the laws of Iowa without regard to conflict of law principles. Any action arising hereunder may be brought in the Iowa state or federal court, or any other jurisdiction permitted by law.

Collection Costs. If Company hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Agreement, Applicant agrees to pay Company's reasonable attorneys' fees and collection costs including, but not limited to, all fees and costs incurred in litigation and on appeal, in bankruptcy, or for post-judgment collection actions.

Assignments. Applicant may not assign or otherwise transfer its rights under this Agreement. Company shall be entitled to assign some or all of its rights and remedies described in this Agreement without notice to or the prior consent of Applicant in any manner.

Waiver of Defenses. Applicant's promises to make payment to Company in compliance with the terms of this Agreement is independent of any claims of Applicant may have against Company. Applicant shall not assert as a defense to a claim for payment by Company, any defenses or claims based on breach of warranty of any goods sold, or services provided, on credit to Applicant.

Miscellaneous. This Agreement and the terms of any invoices issued by Company constitute the entire understanding of the parties with regard to the subject matter hereof, supersedes all prior agreements related to the subject matter hereof between the parties, is intended as a final expression of their agreement, shall take precedence over any other documents which may conflict with this Agreement, shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns. No waiver of any default shall be deemed as a waiver of any other default. If any provision hereof is held invalid, such invalidity shall not affect the operation of any other provision and such invalid provision shall be deemed to be severed from this Agreement. No rule of strict construction shall be applied to the interpretation of this Agreement. Company shall not be liable for any delay or failure to perform any duty as a result of any causes or conditions that are beyond Company's control.