

APACHE FARMERS COOPERATIVE INDIVIDUAL ACCOUNT APPLICATION

10	APPLICANT NAM	E:			
	SOCIAL SECURITY	NUMBER/TAX I.D. NUMBER	:		
14:	DATE OF BIRTH:	DRIVERS LIC	CENSE #/STATE:		
V	E-MAIL ADDRESS	:	CREDIT LINE REQUEST	FD Ś	
	MAILING ADDRES	SS:			
	PHYSICAL ADDRE	SS (IF DIFFERENT):			
	PHONE: HOME	CELL	FAX		
Preferr	ed method of communication from	om AFC: Letter Pho	ne E-Mail	Text	
How lo	ng at current address?	Do you own or rent?	Do you farm?		
	It tarming, how long?	Number of acres	Number of Cattle		
Private	Applicator # and exp date	Farm Tax Exem	npt # and exp date		
Are you	i employed other than farming?	(circle one) YES / NO If yes, p	lace of employment?		
Where	do you currently bank?	Ban	k address		
Loan O	fficer or Contact Person	Telep	phone Number		
		OPEN ACCOUNT AGREEM			
1.	DEFINITIONS: In this agreement, the words "I", "me", "my", and "myself" mean the Purchaser; the word "Authorized User" means any person(s) I allow to make purchases on my account and the words "you" and "your" mean the Apache Farmers Cooperative.				
2.	PURCHASES: I or my authorized user, if any, may buy goods from you. The amount of purchases will be charged to my account.				
3.	COUNTER SALES TICKETS:	I require that ALL counter	sales tickets for nurchases	to he signed by	
		myself or an authorized us	ser.	to be signed by	
		I do NOT require that ALL		urchases be signed	
		by myself or an authorized			
4.	DELIVERY SALES TICKETS:	I require that ALL delivery	sales tickets for purchases	be signed by	
		myself or an authorized u			
		I do NOT require that ALL		urchases be signed	
5	AUTHORIZED USERS:	by myself or an authorized			
٥.	AUTHORIZED USERS: NO authorized user or my account Immediate family only				
		All employees			
	·	All employees CREDIT TERMS AND SECURITY A	AGREEMENT		
1.	PARTIES: The below named applicant(s) (collectively "Applicant") hereby submits this credit application and agreement ("Agreement") to Apache				

- operative and any entity owned wholly or in part by Apache Farmers Cooperative in the future(collectively, "Supplier" or individually,
- 2. LATE CHARGES: Payments not made by Applicant within standard terms will incur a late charge after the date due and calculated at a rate equal to the lesser of 19% per annum or the highest rate allowed by applicable law. To the extent permitted by applicable law, Applicant agrees that the late fee is subject to change by Supplier upon written notice given in advance of the effective date of the change. Should collection action or litigation ever become necessary to collect delinquent charges due to Supplier, Applicant further agrees to pay to Supplier Supplier's collection and attorney's fees, providing such obligation is lawful.
- DEFAULT: An event of default occurs when any debtor obligation to Supplier is not paid within specified terms.
- 4. CREDIT HISTORY: Applicant authorizes all of Applicant's creditors and references, including, but not limited to, those listed herein, to release to Supplier whatever information may be contained in their files pertaining to financial dealings with Applicant, and grants Supplier permission to complete any credit investigation of Applicant, including, but not limited to, reports by a credit reporting agency or entity.
- 5. SUPPLIERS LIENS: Failure by Applicant to pay pursuant to the terms of this agreement may in result in the attachment and enforcement of a lien arising from any Oklahoma Statute Such liens may attach to the proceeds of any livestock, hay, crops, machinery, equipment and real estate owned wholly or jointly by Applicant. All sums payable under this agreement shall be secured by any registrar's liens, livery liens, agricultural liens, and/or any other applicable lien provided by Oklahoma law. Applicant expressly waives any and all right to Notice pursuant to any applicable lien statue, and expressly agrees to list Supplier as an additional payee on payments for crop insurance leases and/or proceeds of government payments administered by the FSA. Applicant agrees to the registration, perfection, and enforcement of any such lien without Applicant's signature of further participation.
- CHANGE IN BUSINESS FORM: Applicant and the Gurantor(s) guarantee and shall be personally and jointly responsible for the payment of all monies due and owing to Supplier from both the originally and the new business entity or form until Applicant notifies Supplier in writing of such change in business status, such written notice is received by Supplier's credit department, and the prior entity has paid any balance due Supplier.

- ACCURACY OF APPLICANT DATA: Applicant certifies that any financial information provided by Applicant to Supplier pursuant to this Agreement was
 given to Supplier as inducement for the extension of credit from Supplier. Applicant further certifies that any such information is accurate, true,
 complete, and correct at the time it was provided.
- 8. CHANGE IN CREDIT TERMS: Applicant agrees that should Supplier grant credit availability, all credit extended shall be at the sole discretion of the Supplier. Supplier may increase, decrease, or terminate any credit availability at any time at Supplier's sole discretion.
- 9. PAYMENT OF INVOICES: Applicant agrees to pay all invoices, including sales tax, where applicable by the terms stated on each invoice and affirms that the terms of all present and future invoices from Supplier are incorporated herein by reference. Applicant agrees to pay all invoices by the due date described therein. Supplier, at Supplier's sole discretion, may apply all payments received from Applicant, from any Guarantor, or realized from any security, in such manner and order or priority as Supplier may determine.
- 10. GOVERNING LAW: The laws of the State of Oklahoma will govern this Agreement.
- 11. SECURITY INTEREST: Supplier may delay the enforcement of any Supplier's rights arising under this Agreement or by operation of law without waiving any such rights. Applicant hereby grants Supplier a security interest in (1) any of Applicant's inventory or property that is provided by the Supplier or contains any product provided by Supplier (2) any of Applicant's cash accounts containing funds generated by Supplier's product (3) any standing or stored crops, including hay (4) any livestock of Applicant fed or treated by or with Supplier's products (5) Payments by any federal agency for insured losses, or direct payments for disasters and federally funded agriculture program payments (6) Together with all other acquired property of like or similar kind, all accessories, replacements, products and proceeds to secure all sums now or hereafter owing by Applicant to secured party, including future advances.
- 12. RIGHT TO OFFSET: In the event of delinquency or other default on the part of the Applicant, Applicant agrees that Supplier may offset any amounts owed to Applicant by Supplier against Applicant's obligations to Supplier.
- 13. DSCLAIMER OF WARRANTIES: SUPPLIER EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY GOODS SOLD TO APPLICANT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHICH EXTEND BEYOND THE WARRANTIES EXPRESSLY STATED ON THE FACE OF ANY SUCH PRODUCT.
- 14. NON-CONFORMING GOODS: Within ten (10) days after receipt by Applicant of any goods or products from Supplier and before any part of goods or products have been changed from their original condition, organization, grouping, or location, Applicant shall inform Supplier, in writing, if the goods or products are non-conforming or defective in any respect or if the Applicant disputes the count, amount, or pricing of such products.
- 15. BINDING AGREEMENT: Applicant agrees that the terms and conditions of this Agreement constitutes a binding agreement. If any provision of this Agreement or any part hereof is declared invalid by any court of competent jurisdiction, such action shall not affect the validity of this Agreement, and the remainder of this Agreement shall remain in full force and effect in accordance with the terms of the remaining provisions or parts of provisions contained in this Agreement.
- 16. GUARANTY: In consideration of extension of credit by Supplier to Applicant and/or forbearance from immediate collection of any existing indebtedness of Applicant to Supplier, the undersigned guarantor(s) (herein "Guarantor", whether one or more) hereby unconditionally guarantees, jointly and severally, punctual payment and performance of all Applicant's obligations, present and future, to Supplier including all collection costs, court costs, and attorney fees.

	V.		
SIGNATURE		DATE	
	FOR COOP USE ONLY		
Finance Manager Approved Date:	Credit Limit Assigned:	Account Number:	