



MODERN AG PRODUCTS

P.O. Box 790
Beaumont, TX 77701
Toll Free: 1-800-231-8198
Fax: 1-888-404-8910

For Office Use Only.

Approved Declined

Credit Limit \$ _____

Approval _____

Application for Credit

Date _____ Originating Branch: _____ Email Address: _____

1. COMPANY/APPLICANT INFORMATION

| | | |
|---|--------------|------------|
| Full Legal Name/Business Entity | Phone Number | Fax Number |
| Billing Address | City | State Zip |
| Ship to Address | City | State Zip |
| Company Type: _____ Proprietorship _____ Partnership _____ Corporation _____ Other: _____ | | |

2. BUSINESS CREDIT INFORMATION

| | | |
|--|--|------------------------------|
| Federal Tax I.D. No. (SSN if individual) | Principal Type of Business | Years business established |
| At present location since * | Is business incorporated? | State of incorporation |
| Credit line requested (USD) | Are you sales tax exempt (If yes, please attach exemption certificate) | Is a PO Required (Yes or No) |

*Please attach a separate sheet listing all branch or affiliate store locations.

3. BANK REFERENCES

| | | |
|-----------|-------------|------------------------|
| Bank Name | Account No. | Banking representative |
| Address | City | State Zip Phone No. |

4. CREDIT REFERENCES

| | | |
|--------------|----------------|---------------------|
| Company Name | Contact Person | Account No. |
| Address | City | State Zip Phone No. |
| Company Name | Contact Person | Account No. |
| Address | City | State Zip Phone No. |

In submitting this Application for Credit, the above identified Applicant warrants that the foregoing information is true and correct to best of its knowledge. This Application for Credit is subject to execution and acceptance of the attached Credit Terms and Security Agreement, which must be signed and returned to Modern AG Products, LLC with the Application for Credit.

CREDIT TERMS AND SECURITY AGREEMENT

The company or person applying for credit as identified on the preceding page (referred to herein as "Buyer") hereby enters into this Credit Terms and Security Agreement (the "Agreement") for purposes of and in consideration for an extension of credit, including continuation or extension of existing credit, from Modern AG Products, LLC ("Seller"). Buyer hereby agrees that all sales or other transactions between Buyer and Seller on credit, including but not limited to any orders to which Seller has not been paid in full as of the date of this Agreement, shall be governed under the following terms and conditions, which are hereby incorporated into and made a part of each such transaction:

1. Authorization to acquire credit information. Buyer and the undersigned Guarantor hereby authorize Seller and its parent, subsidiary or related companies and their employees, representatives and agents to conduct such research and request and acquire such information, including but not limited credit reports, as Seller may deem necessary to determine the credit worthiness of Buyer.

2. Credit Sales and Payment. Nothing in this Agreement will be construed as to obligate Seller to provide credit to Buyer, and Seller may in its sole discretion require Buyer to prepay at any time or pay cash on delivery. However, all sales to Buyer shall be deemed made on an extension of credit unless paid in advance with cash. Seller may establish and increase or decrease Buyer's credit limit at its sole discretion at any time and without notice. Buyer agrees to pay such sums when due, regardless of any credit limit on Buyer's account with Seller. Buyer will pay all credit obligations and sums due at Seller's corporate office located at 1655 Louisiana St., PO Box 790, Beaumont, Texas 77701. When any sales is made on a net when sold basis, Seller will have the right at anytime prior to Buyer's re-sale of the goods to require Buyer to return the goods to Seller for any reason and at Seller's sole discretion.

3. Interest. Buyer agrees to pay interest on all overdue sums owed to Seller at a rate calculated at 1.5% per month or the highest amount allowed by law, whichever is less. Said interest shall continue to accrue until all overdue and unpaid balances have been paid in full. Payments will be applied first to accrued and unpaid interest and then to any principal amount remaining due.

4. Governing Law, Jurisdiction and Venue. This Agreement shall be governed and construed under the laws of the State of Texas. **Buyer hereby irrevocably consents to the personal jurisdiction of the federal and state courts for the State of Texas.** Buyer agrees that this agreement was negotiated, made and entered into in Jefferson County, Texas and that all obligations created under this Agreement are performable in Jefferson County, Texas. **Buyer hereby agrees and irrevocably consents to venue in state or federal courts in Jefferson County, Texas for any dispute arising out of or related to this Agreement or any sale or transaction between Buyer and Seller.** Buyer further agrees to pay all reasonable and necessary attorneys' fees, expert fees, court costs, and such other and further expenses and costs incurred by or on behalf of Seller in connection with the enforcement of this Agreement or collection of any debt due Seller.

5. Security Interest. For value received, Buyer hereby grants a security interest in and to all mowers, cutters, gearboxes, box blades, PTO products, box scrapers, graders, grapples, rear blades, discs, tractor implements, agricultural tools and equipment, and parts and accessories for all of the foregoing, and any other goods (the "Collateral") sold to Buyer under credit extended by Seller as identified on Seller's invoices to Buyer, which said invoices are incorporated herein this Agreement, and to all proceeds derived therefrom, including all goods previously purchased from Seller the purchase price for which has not been paid in full. It is the parties' intention to create a purchase money security interest in favor of Seller for all Collateral sold to Buyer on credit. This security interest is granted to secure: (i) Buyer's debt to Seller arising out of the purchase of the Collateral from Seller and in the amounts reflected on Seller's invoices to Buyer for said Collateral; (ii) interest payable as provided herein; (iii) all expenditures by Seller for taxes, insurance, repairs, maintenance, attorneys' fees, and other costs and expenses incurred by Seller in the collection and enforcement of the indebtedness of Buyer; (iv) all liabilities of Buyer to Seller now existing or later incurred, matured or unmatured, fixed or contingent, and any renewals extensions of and substitutions for such liabilities. Seller may take such measures as it deems appropriate to perfect its security interest, including but not limited to retaining certificates of title or filing UCC-1 financing statements at such time that Seller in its sole discretion may determine is necessary or desirable to protect its interests. Buyer grants to Seller a specific power of attorney for Seller to use and hereby authorizes Seller to sign and file on Buyer's behalf or on Seller's behalf any document Seller deems necessary to perfect or protect Seller's interest in the Collateral, including a UCC-1 Financing Statement or any other document pursuant to the Uniform Commercial Code.

7. Default. Buyer will be in default under this Agreement if any of the following events or conditions occur: (a) Buyer or any one of its parent, subsidiary or affiliated companies fails to pay any debt or obligation to Seller or any one of its parent, subsidiary or affiliated companies; (b) Buyer fails to pay or perform any note, obligation, covenant, or liability contained or referred to in this Agreement; (c) An event results in the acceleration of the maturity of the Buyer's indebtedness to others under any indenture, agreement, or undertaking; (d) Loss, theft, substantial damage, destruction, or encumbrance to or of any of the Collateral, or the making of any levy, seizure, or attachment of or on the Collateral occurs; or (e) There is a death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the Collateral, assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency law by or against the Buyer or any guarantor or surety for the Buyer.

8. Remedies. On or at any time after the occurrence of any event of default, Seller may declare all obligations secured immediately due and payable and may proceed to enforce payment of the same and exercise any and all of the rights and remedies it may have under this Agreement, at law, or in equity.

ACKNOWLEDGED, ACCEPTED AND MADE EFFECTIVE AS OF _____ [date]:

BUYER: _____

By: _____ Its: _____
Signature Position

GUARANTY

In consideration of Seller's extension of extension of credit to Buyer, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor of Buyer hereby executes and delivers this Guaranty to Seller with the intention of being presently and legally bound by its terms. Owner represents and warrants that he/she/it is has direct financial interests in Buyer and its current and prospective business, and will directly and indirectly benefit from the extension of credit by Seller to Buyer. Guarantor, as primary obligor and not as a surety, unconditionally guarantees to Seller the full, prompt and punctual payment of all Buyer's debts to Seller when due (the "Guaranteed Debt"), now existing or later incurred, with or without notice, and all renewals, substitutions, modifications, and extensions of the same. This Guaranty is irrevocable, unconditional and absolute, and if for any reason all or any portion of the Guaranteed Debt shall not be paid when due by Buyer, Guarantor will immediately pay the Guaranteed Debt to Seller. This is an absolute guaranty of payment, and not of collection, and Guarantor waives any right to require that any action be brought against Buyer or any other person, or that Seller be required to enforce, attempt to enforce or exhaust any of Seller's rights, benefits or privileges by law or otherwise before demanding payment from Guarantor.

GUARANTOR: _____ [Print name]

Signature: _____
Personally and Individually, as Guarantor

Social Security No.: _____

Date: _____