

**Skyland Grain LLC  
P O Box 280  
Johnson, KS 67855-0280**

**Phone: (620) 492-6210**

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**CHARGE ACCOUNT AGREEMENT**

ACCOUNT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

ADDRESS \_\_\_\_\_  
Street or box No. City, state zip county

SSAN or TIN \_\_\_\_\_ PHONE NOS. (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

THIS AGREEMENT, made and entered into on the above stated date by the said Credit Patron, hereinafter referred to as "Patron" and the Skyland Grain LLC, hereinafter referred to as "The Company", pursuant to KSA 16-207(e).

The Company agrees, if this agreement is approved by the company, that it shall allow the patron to purchase such goods and services as shall be used by said patron in agricultural operations on credit and the Patron agrees to pay for any goods and services in accordance with this agreement.

**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 billing statement.

**CONVENIENCE CREDIT:** If all purchases are paid in full before the 25<sup>th</sup> day of the month following the month of purchase, the account shall not be subject to any **FINANCE CHARGE**.

**FINANCE CHARGE:** Any balance not paid before the second billing date, the 25<sup>th</sup> day of the month following the month of purchase shall 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 of the account on the last day of the billing cycle carried over from the prior month and the minimum amount of such charge shall be \$.50 per month.

**TERMINATION OF CREDIT:** The Company reserves the right to terminate credit sales to patron at any time without prior notification and in addition thereto, no additional credit purchases will be allowed to any account that is over sixty (60) days past due.

**CHANGE IN TERMS:** 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 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 patron in two billing cycles prior to the effective date of change.

**SECURITY FOR ACCOUNT:** Any purchase(s) made pursuant to this agreement shall be secured by a security interest and lien in any investment the patron may have in the company. Investment means any certificate of indebtedness, note, stock, or stock credits, revolving fund credit or patronage ledger credit. The patron does not have the right to demand offset of such investment on his account. Such an offset may be made only at the discretion of the Board of Directors of this company.

**COLLECTION/ ATTORNEYS FEES** Credit patron agrees to pay the reasonable cost 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, or as hereafter amended.

AGENCY: Until notified in writing to the contrary by the patron, the company may assume that the patron's spouse, children over the age of sixteen (16) years and employees, if any, are authorized to purchase goods and services and charge the same to the patron's account.

RELEASE: The company is authorized to check patron's credit and employment history and to answer questions about the company's credit experience with patron.

SIGNED \_\_\_\_\_  
Patron, partner, or corporate officer

CO-SIGNED \_\_\_\_\_  
Spouse or partner

APPROVAL FOR THE SKYLAND GRAIN LLC.

By \_\_\_\_\_ Credit Limit \$ \_\_\_\_\_  
Name Title or Position

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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, or age (provided that the applicant has the capacity to enter into a binding contract), 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, D. C. 20580.

Please advise the company if you wish any credit information regarding this account to be reported in the names of both marital partners.