



SeedCents® Business Application and Loan Agreement

Rob-See-Co, LLC
1015 N. 205th St., Elkhorn, NE 68022
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jsaalfeld@robseeco.com

CREDIT AMOUNT REQUESTED \$ _____
(Subject to Credit Review and Decision by Rob-See-Co, LLC)

Applicant/Borrower Information (For a business entity, such as a Corporation, LLC, LLP, or Partnership)

Business Exact Legal Name _____ Date of Incorporation/Organization _____
State of Incorporation/Organization _____ Federal Tax ID No. _____ Type of Organization _____
Office Address (No P.O. Box) _____ City _____ County _____ State _____
Zip _____ Office Phone _____ Cell Phone _____ E-mail Address _____
Pending litigation (Y/N) _____ Bankruptcy's prior 7 years (Y/N) _____

1. Owner/Shareholder/Member/Partner Name _____ Ownership Percentage _____
Social Security No. _____ Officer, Manager or Partner? _____ If Yes, State Title _____
Address _____ City _____ State _____ Zip _____

Attach additional sheets if necessary to include the information for each Owner/Shareholder/Member/Partner. Each person or entity constituting an Owner/Shareholder/Member/Partner will be referred to as a "Principal".

Copies of all entity formation documents, as amended, all current Bylaws, Operating Agreements and Partnership Agreements, and Resolutions or Authorizations evidencing the authority of the signer to sign and bind the business entity must be provided.

Note: Where the Applicant/Borrower is a business entity, unless otherwise decided to the contrary by RSC in its sole discretion, every Principal must sign below as a Guarantor in his, her or its personal capacity.

Lender Information (Only list if currently used)

Primary Lender _____ City _____ State _____
Contact Name _____ Phone _____ FAX _____

Current Trade Reference Information (Do not list other seed companies)

Business Name _____ City _____ State _____
Contact Name _____ Phone _____ FAX _____ Credit Limit _____
Business Name _____ City _____ State _____
Contact Name _____ Phone _____ FAX _____ Credit Limit _____

Farming Operations Information

Total Acres Farmed _____ County or Counties _____ State or States _____
Corn Acres _____ Soybean Acres _____ Alfalfa Acres _____ Percentage of acres rented _____ Percentage of acres crop shared _____
If crop share please provide landlord contact information: Contact Name _____ Phone _____
Percentage of acres covered by crop insurance _____

Purchaser of Crops from Applicant/Borrower (any time within 2 years prior to this Application) _____
Address _____ Phone _____ Contact Name _____

Attach additional sheets if necessary to include the information for each Purchaser of Crops from Applicant/Borrower for the prior 2 years.

If the Credit Amount Requested is over \$30,000, RSC may request that Applicant/Borrower's primary lender provide any or all of the following information for RSC's review in connection with this Application:

1. Last two (2) years of balance sheets and income statements for Applicant/Borrower
2. Cash Flow Forecast for Current Year for Applicant/Borrower, if available

This Application will not be considered as submitted for review or consideration until all of the requested information is provided. If the primary lender is unable or unwilling to provide any of the requested information, then Applicant/Borrower shall promptly provide the same to RSC.

The undersigned acknowledges and agrees:

1. This Application constitutes an application for credit and the information contained in this Application is provided for the purpose of obtaining credit in connection with agricultural seed purchased or to be purchased from Rob-See-Co, LLC ("RSC").
2. RSC is relying on, and is entitled to rely on, the information provided in and in connection with this Application in deciding whether to grant or continue credit, whether in the amount as requested above, in some lesser amount, or not at all.
3. Submission of this Application does not obligate RSC to approve the undersigned for credit in any amount, and RSC is entitled to utilize its customary credits policies, practices and standards in making a decision in its sole discretion.
4. The information provided in this Application is true and accurate when made, that no material information has been withheld, and that RSC may rely on it as continuing to be true and accurate until written notice of change is provided to RSC.
5. If RSC makes participation in this program potentially available to the undersigned beyond the 2021 crop year, the undersigned will be notified and if the undersigned desires to participate, the undersigned will (a) reaffirm to RSC in writing that all of the information contained herein continues to be true and accurate, except as specified to RSC in writing, (b) state in writing the amount of credit requested, and (c) provide updated financial information. The "Authorization for Release of Credit Information" included as part of this Application will remain in full force and effect, and RSC will be entitled to decide whether to grant or continue credit, whether in the amount as then requested, in some lesser amount, or not at all.
6. RSC is authorized to make all inquiries deemed necessary, including, but not limited to, obtaining consumer credit reports on any Applicant/Borrower and any Principal in order to verify the accuracy of the statements made herein and to make a credit decision. RSC is also authorized to release Applicant and any Co-Applicant/Co-Borrower information to any third party, on a confidential basis, to assist RSC in making a credit decision.
7. Any credit provided by RSC will be deemed subject to the terms stated herein and any additional terms set by RSC as a condition for approval of such credit. Any use of such credit shall be deemed to constitute acceptance of the additional terms.
8. Each person and/or entity signing below as Applicant/Borrower and as a Principal as a Guarantor (if credit is approved), will be jointly and severally liable for payment of all sums that become or are due at any time.
9. Each person and entity signing below warrants that he, she or it is authorized to sign and to legally bind the party on whose behalf he, she or it signs, and by such execution such party is legally bound to the same.
10. If the undersigned is approved for credit, payment of all amounts due, as evidenced by the account, shall be made to RSC in full no later than November 15, 2021, unless earlier payment is required pursuant to the Additional Terms and Conditions attached hereto. Further, RSC has the right to set off, with or without notice, any amount owed by Applicant/Borrower to RSC against any amount that may be owed by RSC to Applicant/Borrower. If participation in this program is made available to Applicant/Borrower for any period after the 2021 crop year, then the final due date for payment in full of all amounts owed by Applicant/Borrower shall be established by RSC in its sole discretion and will be binding on Applicant/Borrower and all Principals.
11. This Application and Additional Terms and Conditions do not create any right to receive credit through RSC, or create any binding and effective obligations on the part of the undersigned or RSC (except as stated in paragraphs 1 through 9 above), unless and until RSC provides written confirmation of approval and the maximum credit amount. Upon written confirmation of approval, the undersigned Applicant/Borrower shall be deemed a Borrower to the extent of credit obtained from RSC and all provisions of this Application and the Additional Terms and Conditions will be binding and enforceable. Further, each Principal who has signed below as a Guarantor shall be deemed to be personally liable to RSC to the extent of credit obtained from RSC, and all provisions of this Application and the Additional Terms and Conditions will be binding and enforceable.
12. The undersigned has read, understands and agrees to perform and be bound by the Additional Terms and Conditions that are attached hereto, to the same extent as if stated herein.

Authorization for Release of Credit Information

Applicant/Borrower hereby authorizes any financial institution, lender or grantor of credit to Applicant/Borrower to provide Rob-See-Co, LLC ("RSC") with a copy of Applicant's most recent financial statement in its possession, as well as any and all information requested by RSC regarding the character, reputation, financial responsibility, credit standing, credit reports, financial information and indebtedness of Applicant/Borrower, which shall be utilized by RSC for the purpose of evaluating the commercial credit request of Applicant/Borrower and the credit limits that may be established by RSC. If credit is authorized, RSC may obtain the execution by Applicant/Borrower of all additional documents that RSC may require to evidence and secure the credit, as well as to perfect or create liens in favor of RSC. Any credit information received is intended for the sole purposes of evaluating Applicant/Borrower's application for credit, administering any approved credit extension, collecting delinquent amounts and for any other purpose required or permitted by law. RSC may disclose personal information to third parties to assist RSC in connection with any of these purposes. The undersigned Applicant/Borrower acknowledges that this Authorization for Release of Credit Information is given to RSC in connection with Applicant/Borrower's application for a commercial credit line under RSC's SeedCents Program, that the undersigned individual is an authorized officer, partner, member or manager of Applicant/Borrower, and consents to and authorizes RSC to obtain and utilize any of the above described information, including one or more consumer and/or business credit report(s) by RSC from time to time as may be needed, desired or required by RSC in the credit evaluation process.

By signing this Application, I acknowledge that I have read and understand the terms of this Application and Additional Terms and Conditions and agree to abide by them. I am the Applicant/Borrower and am authorized to execute this Application and to create binding and legal obligations.

Business Entity Name: _____

X _____
Applicant/Borrower's Signature (for business entity) Printed Name Title Date

Personal Guarantee

For good and valuable consideration, including, but not limited to, the advancement of credit for the benefit of the above named Applicant/Borrower, which is a business entity in which the undersigned is a Principal and is personally and financially interested in the business and financial success of the Applicant/Borrower, the undersigned, individually and collectively with Borrower, and jointly and severally with each of the undersigned and with Borrower, hereby guarantees to Rob-See-Co, LLC, the full and complete performance of the duties and obligations of Applicant/Borrower as and when due under the above and below Application and Additional Terms and Conditions including, but not limited to, the full payment, as and when due, of all amounts and payments due to Rob-See-Co, LLC under such Application and Additional Terms and Conditions. This guarantee is a guaranty of payment and performance, and not of collection, is irrevocable, and Rob-See-Co, LLC shall have the right to proceed directly against the undersigned, individually or collectively, without having to proceed against Applicant/Borrower previously or concurrently, with any remedies available under Nebraska law upon the occurrence of any default by Applicant/Borrower in payment and/or performance under the Application and Additional Terms and Conditions.

X _____	_____	_____
Signature	Printed Name	Date
X _____	_____	_____
Signature	Printed Name	Date
X _____	_____	_____
Signature	Printed Name	Date
X _____	_____	_____
Signature	Printed Name	Date

Attach additional sheets if necessary to include the signatures of all Principals required by RSC to personally guarantee the payment and performance obligations as described above

SeedCents® Application and Loan Agreement - Additional Terms and Conditions

Applicant/Borrower (herein referred to as "Borrower") promises to pay to Rob-See-Co, LLC, a Nebraska limited liability company ("RSC"), or its order, at 1015 N 205th Street, Elkhorn, Nebraska 68022, all credit extended and sums owed pursuant to the SeedCents Application and Loan Agreement and the Additional Terms and Conditions (collectively the "Agreement"), as well as to perform all other terms, conditions and covenants of this Agreement.

1. The credit line approved by RSC may be utilized by Borrower solely for the purchase of agricultural seed from or through RSC for planting in the crop year for which the seed is purchased on the real estate described in the Application and as otherwise represented to RSC. No seed that is purchased through the approved credit line may be resold or provided to any other grower. The credit line will be deemed advanced when the applicable seed is purchased and shall be in the amount of the purchase price.
2. Borrower's ability to obtain credit shall be conditioned on Borrower financing at least 100 Units of corn seed for planting a crop on real estate owned or leased by Borrower. Upon meeting such condition, all purchases of corn seed, soybean seed and alfalfa seed purchased from RSC for planting a crop on real estate owned or leased by Borrower, up to the maximum amount of credit approved by RSC, may be financed through the credit line. The approved credit limit shall be the maximum amount of seed purchases that can be made under the credit line. No purchases of seed may be made through the credit line after June 1 of the then current crop year, unless RSC agrees to the contrary, which may be given or withheld in RSC's sole discretion. If returns of corn seed result in the net amount of corn seed retained by Borrower to be less than 100 Units, then Borrower will be disqualified from participation in this credit program and payment in full for all seed of any type or variety purchased from RSC shall be made under the standard terms and conditions of payment as published by RSC for sales made outside of this credit program.
3. If Borrower defaults under the Agreement, RSC may in its sole discretion elect not to permit any additional credit to be obtained under the credit line and may, upon written notice and in its sole discretion, declare all outstanding sums to be immediately due and payable. Interest shall accrue and be added to the total amount due at the rate of 1.5% per month, or the highest rate permitted under applicable law, whichever is less, commencing as of the earlier of August 1 of that crop year or the date that all sums are deemed due and payable by RSC's written notice. For purposes of this Agreement, a default will be deemed to exist if (a) Borrower fails to pay the entire amount of outstanding credit on or before November 15 of the crop year corresponding with the credit line (or such other date established by RSC if participation in the credit program is made available in a subsequent year), or (b) violation of, or failure to fully perform, any terms, conditions or obligations under this Agreement, or (c) any other creditor of Borrower or any Principal commences a lawsuit to collect, or commences any action or process against any collateral given to secure, any debt owed by Borrower or any Principal, or (d) a Borrower or any Principal dies or, in that case of a business entity, ceases to exist under laws of the State applicable to it, or (e) a voluntary or involuntary bankruptcy proceeding is commenced against Borrower or any Principal, or (f) RSC reasonably believes that due to any other circumstance or event involving Borrower or any Principal, RSC's prospect to being paid in full when due is or may be materially impaired. Borrower and each Principal shall be liable to reimburse RSC for all costs and attorneys' fees incurred by RSC to collect payment and to otherwise exercise its remedies under the Agreement.
4. If payment in full of the outstanding credit amount is not made by the deadline for the crop year corresponding with year in which credit is incurred (November 15, 2021 for the 2021 crop year), the amount unpaid as of that date will be deemed to be immediately due and payable in full, without any default notice being required, and interest shall accrue and be added to the unpaid amount at a rate of 1.5% per month commencing as of the immediately preceding August 1. If this interest rate is greater than permitted by applicable law, then the interest rate will be reduced to the maximum permitted under such law.
5. To secure payment of all sums due at any time to RSC, and full performance of all terms and obligations under this Agreement, Borrower grants to RSC a security interest under Federal and State law in all assets of Borrower including all machinery, equipment, irrigation pivots, pipes, wells and pumps, vehicles, furnishings, inventory, supplies, insurance claims and policies, accounts receivable, documents, instruments, promissory notes, deposit accounts, rights under leases, bills of lading, contract rights, certificates of deposit, checks, drafts, dividends, distributions, tax refunds, all agricultural seed furnished and sold to Borrower by RSC, all crops growing or to be grown therefrom, all harvested and unharvested crops produced from the planting of such seed, wherever stored, all farm products resulting from the seed, as well as all products and proceeds of each of the foregoing listed assets. Borrower further agrees to execute any and all other documents required to grant these liens and security interests and to perfect such liens for the benefit of RSC. Further, Borrower authorizes RSC to take all actions at any time deemed necessary or appropriate by RSC to perfect or to create such liens, including, but not limited to, preparation and filing of one or more UCC-1 Financing Statements, agricultural liens, crop liens, agricultural supply liens and similar types of statutory liens available under the laws of any applicable State, and the preparation and filing of an Effective Financing Statement and/or preparation and delivery of a Direct Notice, as applicable, pursuant to the Federal Food Security Act. Borrower shall furnish to RSC such information as RSC may request so as to enable RSC to prepare, file or serve any of the foregoing in accordance with applicable Federal and State law and regulations. RSC is expressly authorized to perform any of the foregoing acts at any time, whether before or after any default under this Agreement. RSC shall have the option in its sole discretion to require that all outstanding credit be repaid in full, and may decline to allow credit to be obtained against the credit line, if RSC is unable to obtain first priority liens and rights (or such other priority liens and rights acceptable to RSC in its sole discretion) in the collateral described above. Borrower will not do or allow anything to be done that would or could jeopardize the rights and remedies available to RSC under any security interest, lien, filing or notice provided for herein. Borrower shall not remove any crops produced from the seed purchased from RSC through the credit line from the County or State where produced without giving RSC at least ten (10) days' prior written notice identifying the County or State into which the same are proposed to be moved.
6. Upon the occurrence of a default, in addition to demanding payment in full of all outstanding credit and other remedies described in this Agreement, RSC may exercise such legal and equitable rights and remedies against any collateral described in any lien, filing or notice described above as may be permitted under applicable Federal and State laws and regulations.
7. To the fullest extent permitted by applicable law, Borrower and each Principal waives diligence, demand, presentment, protest, notice of acceleration, notice of dishonor, and any and all exemption rights against the credit line. Further, this Agreement may not be changed, amended or modified, except in a writing expressly intended for such purpose and executed by Borrower and RSC. Any disputes arising out of this Agreement will be governed by Nebraska law, and the jurisdiction and venue for all disputes shall be the State or Federal Courts located in Douglas County, Nebraska. To the extent any written notice is permitted or required, such may be sent by certified or registered mail, by overnight delivery, by personal delivery or by confirmed facsimile delivery addressed to the address shown on the Application.

Rob-See-Co and SeedCents are trademarks of Rob-See-Co, LLC.