

We See More In Your Fields



Dear Valued MaxYield Customer:

Welcome as a Customer of MaxYield, where We see more in your fields.

To ensure that we have all the information to properly establish your account, we ask that you read the attachments and return the necessary documents in the enclosed envelope. Attached you will find the following:

- A. MaxYield Cooperative credit policy.
- B. MaxYield Cooperative credit agreement. Please sign and return this document.
- C. Customer Information - Credit application. Please provide all information requested on this sheet. This information will allow us to make the best credit decision on your account. This sheet should be signed, dated and returned in the envelope provided.
- D. Signature authorization. If you are doing business as a corporation or in a name other than your own name, we need to have this information on file.
- E. Letter to all propane customers regarding gas service.

We are honored to have the opportunity to serve you. We truly appreciate your business. We would also like to extend a personal invitation to you to become a member of MaxYield Cooperative. MaxYield Cooperative (MY COOP) is a member owned cooperative operating to serve the grain, energy, and agricultural input needs of member owners and non-member customers. There are definite benefits in being a member stockholder of MY COOP. Subsequent to each year end, the Board of Directors determines a portion of that years earning to be distributed to members based on volume of business transacted. A portion of these dividends are paid in cash with the balance credited to your account for payment at a later date. You must be a member to participate in this distribution of earnings. The strength of this and any cooperative organization is their membership base.

MY COOP offers two levels of membership participation, classified as either Class A or Class B membership. Class A members are actively engaged in farming or are crop share landlords and are eligible to vote in MY COOP elections. Class B members are not actively engaged in farming or are cash rent landlords and are not eligible to vote. The cost for either membership is \$500.00. The total share value for either a Class A or Class B membership is \$500.00. Both classes of membership participate equally in the distribution of savings and all customers of MY COOP whether members or non-members receive the same quality attention.

For further MY COOP membership information or to become a member of MY COOP, please contact Elaine Wilderman at 1-800-383-0003 ext. 210.

Thank you again for the opportunity to serve you. Remember our door is always open, we welcome your input. Again, *We See More in Your Fields!*

Respectfully,
Keith Heim
General Manager
MaxYield Cooperative
PO Box 49
West Bend IA 50597-0049
515-887-7211

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ACCOUNT CREDIT POLICY

(POLICY EFFECTIVE AUGUST 1, 2000)

A monthly (periodic) statement will be sent as of the end of each month. Payment will be due by the twentieth (20th) day of the following month.

A **FINANCE CHARGE** will be assessed on any unpaid balance remaining after the close of business on the twentieth (**20th**) day of the month following the month end (periodic) statement. The **FINANCE CHARGE** will be assessed at the **PERIODIC RATE** of 1.50 (one and one-half) percent, which is an **ANNUAL PERCENTAGE RATE** of 18.0 (eighteen) **PERCENT with a minimum of \$ 3.00**.

To avoid a **FINANCE CHARGE**, pay the entire balance on or before the twentieth (**20th**) day of the month following the monthly (periodic) statement. If paying by mail, please allow sufficient time for payment to be received by the 20th of the month.

Unless prior arrangements have been made, credit privileges will be withdrawn for any patron with a statement balance remaining unpaid on the last day of the month in which the statement is received. All subsequent purchases will be **C.I.A.** (cash in account) until the old account is paid in full and the patron has been re-approved for credit.

The seller reserves the right to place a maximum dollar limitation on this account and to terminate further extension of credit in the case of chronic delinquency. Further; seller reserves the Right of Offset and the right to refuse credit to anyone at anytime based on credit rating, employment, payment history and ability and willingness to pay.

Collection proceedings, including reasonable and customary collection costs including attorney fees, may be commenced by seller against customer for any past due amounts without further notification to the customer. ***Amounts are considered past due if unpaid on the last day of the month in which the statement is received.***

The Right of Offset means a deduction equal to the balance on this account may be made from any grain settlements between seller and patron or other credits held for the patron by seller.

Credit transactions are and shall be construed as Iowa contracts subject to the laws of the State of Iowa.

All transactions on and after this date will be subject to terms and conditions of this credit policy.

Board of Directors,

MAXYIELD COOPERATIVE

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**READ, SIGN, AND RETURN IN THE ENCLOSED ENVELOPE
ACCOUNT CREDIT AGREEMENT**

MaxYield Cooperative (referred to in this agreement as "Company"), and

_____ (referred to in this agreement as "Customer"), hereby agree that the following terms and conditions will govern any business transactions between the two parties which are not cash transactions and are done on open account. This agreement acknowledges that Customer is aware of Company's credit policy and Company's intention to follow said credit policy.

1. Customer will be expected to pay his account in full by the 20th day of each month. There will be no service charge on accounts that are paid by the 20th day of each month. Accounts that are not paid by the 20th day of the month will be considered past due. Right of offset is allowed.
2. A service charge of 1 1/2%, which computes to 18.00 % per annum, **(\$3.00 minimum)** will be added to all past due accounts on the 21st day of each month, based on any unpaid balances that were due the 20th.
3. **Customer may, within 10 days of receipt of his statement, notify Company in writing that his statement is in error.** If such notice is received, Company will, within 20 days correct said statement or inform Customer that statement is correct and will provide documentary proof of said account.
4. Nothing herein shall be deemed a waiver by Company of its rights to take legal action to collect amounts due from Customer at any time.
5. This agreement also covers any charges made by Customer when Customer does not sign delivery receipt.

THIS ACCOUNT CREDIT AGREEMENT HAS BEEN READ IN FULL BY BOTH PARTIES AND ALL TERMS ARE UNDERSTOOD BY BOTH PARTIES. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND ALSO A COPY OF COMPANY'S CREDIT POLICY.

(Company) **MAXYIELD COOPERATIVE**

Signed by: _____ : employee

(Customer)

Signed _____ **Date** _____

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CUSTOMER INFORMATION

ACCOUNT INFORMATION

Type of Account Individual Joint

Name _____ Soc. Sec. # _____
LAST FIRST MIDDLE INITIAL

Or Business Name _____ Fed. ID # _____

Street Address _____ Birth date _____

City, State, Zip Code _____ Home Phone _____

Years at this address _____ Own _____ Rent _____ Apartment _____ Live with Parents No. Dependents _____

Previous Street Address _____ Cell phone # _____

City, State, Zip Code _____

Present Employer Name _____

Street Address _____ Work Phone _____

City, State, Zip Code _____ How Long? _____

Position _____ Income \$ _____ Per _____ Week _____ Month _____ Year

Nearest Relative Name (Not living with you) _____ Relationship _____

Street Address _____ Phone _____

City, State, Zip Code _____

IF JOINT ACCOUNT - PLEASE LIST THEIR NAME(S), SOC. SEC # DATE OF BIRTH, EMPLOYMENT

BANK REFERENCE

Institution _____ Checking Savings Loan

Address _____ Phone # _____

LIST CREDIT CARDS YOU PRESENTLY CARRY:

Name _____ Address _____

Name _____ Address _____

PLEASE LIST BUSINESS REFERENCES WITH WHOM YOU HAVE HAD CHARGE ACCOUNTS DURING THE PAST YEAR:

Name _____ Address _____ Phone # _____

Name _____ Address _____ Phone # _____

OTHER INFORMATION that may be helpful in making a decision on your application

Everything I have stated in this application is correct to the best of my knowledge. I understand that you will retain this information whether or not it is approved. You are authorized to check my accounts, credit and employment history and to answer any questions that your credit experience with me. Respondents are authorized to release information.

Applicant's Signature _____ Date _____ Joint Applicant's Signature _____ Date _____

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Enclosed please find a signature authorization form.

Corporations need this form signed by the president of the corporation at the bottom of the page. Any officers or others who can sign for the corporation must sign in the middle of the page. Corporate owners are personally liable for corporate purchases.

Partnerships need this form signed at the bottom line for each partner.

Trusts and estates need a power of attorney form stating who can sign for each of these parties.

Customers, who have someone's name in care of theirs, need to sign a signature of authorization form and list the names of persons who can sign for them.

Please return these forms to our office for the State Examiners Files.

NGFA® ARBITRATION OF DISPUTES: The parties to any grain contract(s) agree that the sole remedy for resolution of any and all disagreements or disputes arising under or related to grain contract(s) shall be through arbitration proceedings before the National Grain and Feed Association (NGFA) pursuant to the NGFA® Arbitration Rules. The decision and award determined through such arbitration shall be final and binding upon the Buyer and Seller. Judgment upon the arbitration award may be entered and enforced in any court having jurisdiction thereof. (Copies of the NGFA® Arbitration Rules are available from the National Grain and Feed Association, 1250 Eye Street, N.W., Suite 1003, Washington, D.C. 20005; Telephone: 202-289-0873)

Thank You,

Rick Abrahamson

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SIGNATURE AUTHORIZATION

To: **MaxYield Cooperative**

Customer #

_____ doing
(Producer or Entity Name)

business as a _____ (producer, sole proprietor, partnership, or other) hereby grants power of attorney to the following individual(s) to sign documents in its/their behalf and/or act on its/their behalf in the performance, modification, or cancellation of the purchase and/or sale of grain on behalf of _____ with **MaxYield Cooperative:**
(Producer or Entity Name)

(Name) (Title)

(Name) (Title)

NGFA® ARBITRATION OF DISPUTES: The parties to any grain contract(s) agree that the sole remedy for resolution of any and all disagreements or disputes arising under or related to grain contract(s) shall be through arbitration proceedings before the National Grain and Feed Association (NGFA) pursuant to the NGFA® Arbitration Rules. The decision and award determined through such arbitration shall be final and binding upon the Buyer and Seller. Judgment upon the arbitration award may be entered and enforced in any court having jurisdiction thereof. (Copies of the NGFA® Arbitration Rules are available from the National Grain and Feed Association, 1250 Eye Street, N.W., Suite 1003, Washington, D.C. 20005; Telephone: 202-289-0873)

_____ (Producer or entity) expressly agrees **MaxYield Cooperative** has the right to rely on this authorization without liability until and unless notice is received in writing by **MaxYield Cooperative** that this authorization has been terminated. Right of offset is allowed.

This authorization is effective as of _____
(Date)

(Producer or Entity Name)

By _____
(Signature) (Title)

Date: _____



Dear Valued MaxYield Cooperative Propane Customer:

MaxYield Cooperative is strongly committed to principles of safety for all users of propane. This letter and its enclosures contain important information designed to inform you and your family about the appropriate methods of safely handling and using odorized propane. Further, it contains information that will help you understand the properties and characteristics of propane, as well as hazards and risks associated with its use.

It is very important that you and your family members read and fully understand these materials. It is MaxYield Cooperative's goal to continually update and refresh the information regarding the safe use of odorized propane.

MaxYield Cooperative will be instituting new out of gas / pilot lighting procedures. These measures will be implemented for your safety and ours. In the future, when an "out of gas" call is made, we will handle it as a high priority and provide service as soon as possible. When we deliver propane to an "out of gas" call, MaxYield Cooperative will require that the customer be home at the time of delivery. If that is not possible, then the customer should make an appointment for a MY COOP service person to leak test the system, re-light pilot lights and place the propane system and appliances back into service.

If the customer is not home, then your delivery person will close the tank valve upon filling the tank. A "**NO ONE HOME TAG**" will be placed on the tank valve with instructions for placing the system back into use. It will be a requirement that MaxYield Cooperative light pilot lights and place appliances back into service after an out of gas delivery. **Remember, these measures are for you and your families' safety and are mandated by our propane suppliers and by Insurance providers.**

Unfortunately, MaxYield Cooperative must charge for out of gas service calls to re-light pilots. Those charges are as follows: service call is **\$100.00**, after-hours service call is **\$100.00**. However, as a result of these service charge changes, **MaxYield Cooperative will provide these services for no charge if customer is on our Keep-Full contract program. All Keep-Full propane accounts will be subject to credit approval.** If you should have any questions regarding our new policies, please call your MaxYield Cooperative propane service provider.

Safety is and should always be the primary objective in our day-to-day activities as well as yours. Safety does not just happen! Make safety a priority in your family. Thank you for your understanding in this very important matter.

Respectfully yours,

Keith Heim
General Manager

Enclosure:
NPGA "How's Your Nose" information booklet