

Buyer / Applicant Information:	
Buyer Legal Name: _____	Country: _____
Mailing Address: _____	Phone Number: _____
City/State/Zip/County: _____	Email: _____
Physical Address: _____	In Business Since (MM/DD/YY): _____
City/State/Zip: _____	State of Organization (for entities): _____
Has Applicant or its Entities ever filed bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If <u>yes</u> , what chapter? _____	State of Primary Residence (sole proprietorships): _____
Do you own a Controlling Interest (50% or more) in any other business(es)? <input type="checkbox"/> Yes <input type="checkbox"/> No If <u>yes</u> , name of business(es): _____	
Business Information:	
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Limited Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> Trust	
Tax ID (Entities): _____	Date of Birth (Sole Proprietorships Only) (MM/DD/YY): _____
Social Security Number (Sole Proprietorships Only): _____	

Corporate Officers, Partners, Members, and Guarantors:		
Please complete this section (i) for all corporate officers, members, or partners , and (ii) for any personal guarantor(s) . Attach additional sheets if necessary. **Include Social Security Number and Date of Birth information only for general partners and any personal guarantor(s).		
Full Name: _____	Full Name: _____	Full Name: _____
Title: _____	Title: _____	Title: _____
Preferred Phone Number: _____	Preferred Phone Number: _____	Preferred Phone Number: _____
Email Address: _____	Email Address: _____	Email Address: _____
Address: _____	Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____	City, State, Zip: _____
Social Security Number** _____	Social Security Number** _____	Social Security Number** _____
Date of Birth (MM/DD/YY)** _____	Date of Birth (MM/DD/YY)** _____	Date of Birth (MM/DD/YY)** _____

Farming Information: Number of years farming/In Business: _____	
Primary state and county where crops grown: _____	Total Acres Farmed: _____ Acres Owned: _____ Acres Rented: _____

Crop Planning Information: (Attach additional sheets if necessary)										
Crop	Acres	Average Yield	(Less) % Landlord's Share	Price Per Unit	Total Crop Value	Insurance Coverage Type				
						Revenue Protection	Yield Protection	Both	Other	%

Financial and Income Information: Applicants requesting under \$500,000 must complete this section or provide an accountant-prepared balance sheet or a balance sheet recently submitted to a lender Applicants requesting over \$500,000 must attach each applicant's most recent Profit & Loss Statement and year-end balance sheet						
	Assets		Liabilities		Income (Annual)	
Current Value (Cash, Crop, etc.)	\$		\$		Gross Farm	\$
Intermediate Value (Machinery, etc.)	\$		\$		Livestock	\$
Long Term Value (Real Estate, etc.)	\$		\$		Non-Farm	\$
Total Value	\$		\$			

Line of Credit Information:			
Lender Name	Approved Amount	City/State	Bank Officer

CREDIT AGREEMENT (FOR NEW YORK RESIDENTS ONLY - RETAIL INSTALMENT CREDIT AGREEMENT)

The undersigned ("Buyer") agrees to the following terms and conditions of this Credit Application – Credit Agreement ("Credit Agreement") for the credit sale of fertilizer, chemicals, seed and related products and services for business purposes only and not for personal, family or household purposes ("Products") by Nutrien Ag Solutions, Inc., doing business as Nutrien Financial, and its successors and assigns ("Nutrien"), to Buyer from time to time during the Term. If this Credit Agreement is approved by Nutrien, Nutrien will deliver an "Approval Letter" to Buyer (which is incorporated herein by reference), confirming Nutrien's agreement to extend credit to Buyer upon the terms of this Credit Agreement and the Approval Letter. In the event of a conflict between this Credit Agreement and any Approval Letter, the terms of the Approval Letter shall control. The Credit Agreement and Approval Letter, as amended or restated at any time, are collectively referred to as this "Agreement." Upon delivery of an Approval Letter to Buyer, Nutrien and Buyer agree that Buyer may purchase Products from Nutrien up to the amount of the Credit Limit identified in the Approval Letter, and the purchase price for such Products will become due and payable on the

Maturity Date (defined below). **Buyers in Rhode Island (excluding entities):** Any approved Credit Limit must exceed \$25,000.00. **Buyers in West Virginia (excluding entities):** Any approved Credit Limit must exceed \$45,000.00.

Buyer acknowledges that this Agreement is a separate credit financing program offered by Nutrien and supplements Nutrien's terms and conditions of sale that govern the sale of Products ("Terms of Sale"). Credit made available by Nutrien to Buyer under this Agreement is solely for the credit sale of Products and is not a loan.

By completing and submitting this Credit Agreement to Nutrien, Buyer acknowledges Nutrien's collection, use, and disclosure of Buyer's business, personal and other information, including the information provided in this Credit Agreement and Buyer's purchase and payment history and credit information, which may be used by Nutrien, its affiliates, agents and service providers, and others with whom Nutrien contracts to evaluate this Agreement, determine Buyer's current and ongoing creditworthiness, administer and manage the requested credit sale(s), collect delinquent accounts, determine Buyer's eligibility for special promotions, obtain financing, procure credit insurance, and for any other purposes required or permitted by law. Such collection, use, and disclosure may involve parties located outside of the United States. Buyer agrees and acknowledges that Nutrien may contact Buyer's credit references and lenders identified in this Credit Agreement or otherwise provided by Buyer to Nutrien, including making such credit checks and inquiries with credit bureaus, commercial credit associations, and other third parties.

For more information about Nutrien's data privacy practices, visit Nutrien's Privacy Policy at <https://my.nutrienagsolutions.com/privacy>. Nutrien may report information about Buyer's account to credit bureaus and commercial credit associations. Late payments, missed payments, or other defaults or Events of Default on Buyer's account may be reflected in Buyer's commercial credit report and, if Buyer is a sole proprietor, Buyer's consumer report and files.

1. **Defined Terms.** Unless otherwise noted, capitalized terms not otherwise defined in this Agreement have the meaning ascribed to such terms in the Approval Letter.
2. **Promise to Pay.** Buyer agrees to pay Nutrien the purchase price for all Products purchased by Buyer, together with finance charges, fees and expenses due under this Agreement (collectively, the "Credit Obligations") on or before the Maturity Date.
3. **Finance Charges.** Finance charges will accrue on Buyer's account balance at the Applicable Rate until the Credit Obligations are paid in full. In no event shall the finance charges exceed the maximum rate allowed by law. Any finance charges that would for any reason be deemed unlawful under applicable law shall be applied as a credit on Buyer's account. After an Event of Default or the Maturity Date, finance charges shall accrue at the Default Rate (if applicable).
4. **Maturity Date.** The Credit Obligations shall become due and payable in full on the date (the "Maturity Date") that is the earlier of (i) the Termination Date set forth in the Approval Letter, or (ii) the date on which Nutrien accelerates payment of the Credit Obligations pursuant to Section 16 of this Agreement.
5. **Renewal and Extension.** At Nutrien's discretion, Nutrien may complete an annual review of Buyer's Credit Limit and consider a renewal or adjustment of the Credit Limit or the Term. Any renewal, adjustment or extension, including any new terms or extended Term, must be set forth in writing and signed by Nutrien. Buyer understands that the decision to renew or adjust the Credit Limit or to extend the current Term is determined by Nutrien in Nutrien's sole discretion. Material changes to Buyer's operations, yield, cash flows, financial position or Buyer's repayment history with Nutrien and/or other creditors may affect consideration. Nutrien may adjust the unused portion of the Credit Limit at any time in Nutrien's sole discretion.
6. **Payments.** Nutrien may apply payments or credits first to accrued finance charges, fees, and expenses and then to the outstanding principal balance, at the discretion of Nutrien. Acceptance by Nutrien of any payment that is less than payment in full of all amounts due at such time shall not constitute a waiver of Nutrien's right to receive payment in full at such or any other time. Buyer may make prepayments on the Credit Obligations at any time without penalty.
7. **Conditions to Purchases.** Credit purchases under this Agreement may not be approved by Nutrien unless each of the following conditions have been satisfied: (i) this Agreement has been duly authorized and executed by Buyer and any guarantor(s) and delivered to Nutrien; (ii) Nutrien shall have delivered an executed Approval Letter to Buyer; (iii) no Event of Default shall have occurred and be continuing as of such date; (iv) Buyer's aggregate purchases shall not have exceeded the Credit Limit; and (v) the requested purchase shall not cause Buyer to exceed its Credit Limit.
8. **Account Statements.** Buyer agrees that invoices or delivery tickets evidencing purchases do not need to be signed to be valid and specifically waives any defense regarding unsigned invoices or delivery tickets. Nutrien will provide a monthly statement of account. Statements are deemed accurate if not disputed within 60 days. Nutrien's accounting month and closing date are determined by Nutrien's billing practices and may not coincide with a calendar month.
9. **Product Returns.** If Buyer returns any Products financed under this Agreement and such Product return is accepted by Nutrien pursuant to its then existing policies and Terms of Sale, Nutrien will credit Buyer's account for the return pursuant to its policies and Terms of Sale. No cash refunds will be provided. Any such returns will not reduce the Credit Obligations owing until a credit is applied by Nutrien to Buyer's account.
10. **Financial Records.** Buyer agrees to (i) maintain complete and accurate financial books and records for Buyer's business, (ii) permit reasonable access thereto to Nutrien upon request, and (iii) provide periodic financial information and crop plan information as requested by Nutrien at any time in a form acceptable to Nutrien.
11. **Fees and Expenses.** Buyer is liable for and shall pay all reasonable costs and expenses of every kind incurred by Nutrien in connection with the collection of the Credit Obligations, including without limitation, reasonable attorneys' fees and court costs. These costs and expenses shall include, without limitation, any costs or expenses incurred by Nutrien in any bankruptcy, reorganization, insolvency or other similar proceeding of Buyer or in any probate or estate proceeding. Buyer promises to pay any fees and expenses set forth in the Approval Letter, costs related to filing and recording fees, lien searches, costs of public record searches, application fees, and fees for returned payment. This provision shall not apply to Buyers who are West Virginia residents. Liability of Buyers who are New York residents for fees and expenses under this Section 11 shall not exceed 20% of the Credit Obligations then outstanding.
12. **Liens.** (a) To secure payment and performance of the Credit Obligations, Buyer (except New York residents) assigns, transfers, and pledges to Nutrien a lien and security interest in the following assets of Buyer, wherever located and whether owned now or acquired or arising in the future (collectively, the "Collateral"): accounts, chattel paper, deposit accounts, documents, general intangibles, goods, instruments, inventory, investment property, government programs and payments, farm products, warehouse receipts, supporting obligations, cash and other monies of Buyer, books and records of Buyer relating to any of the foregoing, all additions, accessions, accessories, and replacements of any of the foregoing property, and all products and proceeds of all or any of the foregoing (as such terms are defined in the Uniform Commercial Code as adopted in the State of Colorado (the "UCC")), and such lien and security interest shall be perfected upon an Event of Default; (b) In addition to any other security pledges granted to Nutrien, Buyer (except New York residents) grants Nutrien a purchase money security interest in all Products financed through this Agreement and the proceeds thereof; and (c) Nutrien expressly reserves any and all agricultural or statutory liens to which it may be entitled under applicable law. Upon request, Buyer agrees to provide Nutrien a written schedule of the buyers (including names, addresses, and phone numbers) to or through whom Buyer may sell any farm products. Nutrien is authorized to give written or oral notice to such persons of the security interest granted hereunder as required or permitted under the UCC, the Federal Food Security Act of 1985, 7 U.S.C.A. § 1631, or other applicable law, and to send notices of Nutrien's security interests granted hereunder or under any Related Collateral Documents (defined below) to Buyer's creditors. Nutrien is authorized to disclose the social security number or the taxpayer identification number of Buyer and any other information as may be required to comply with applicable law or to perfect Nutrien's security interests. If Buyer and Nutrien execute any security agreements, mortgages, deeds of trust, guaranties, or other collateral agreements or instruments to secure the Credit Obligations (as amended or restated at any time, "Related Collateral Documents"), the terms of the Related Collateral Documents that conflict with the terms of this Agreement shall control.
13. **Insurance.** Buyer will maintain insurance in such amounts and against such risks as are consistent with past practice and will show proof of such insurance upon request of Nutrien.
14. **Representations and Warranties.** Buyer hereby represents, warrants, and agrees as follows:
 - a. The Products and the credit extended under this Agreement will be used solely for business or commercial purposes and not for personal, family or household purposes.
 - b. Buyer has and will maintain full and absolute title to the Collateral, free of all security interests, liens and encumbrances other than the security interest granted to Nutrien and security interests, liens, and encumbrances that would be disclosed by a search on the date hereof of the UCC financing statement records maintained by the Secretary of State's office in the state in which Buyer is located.

- c. Buyer's true legal name, federal taxpayer identification number, and state of organization (or state of primary residence) are accurately reflected in this Credit Agreement. Buyer represents that the information Buyer provides in this Agreement is accurate and complete. Buyer is duly formed and validly existing under the laws of the state of its organization. Buyer has not, during the 5 years preceding the date of this Agreement, been known as or used any corporate, fictitious, or assumed name other than the names identified in this Agreement. Buyer will not change its state of organization, state of primary residence, legal status, or its chief executive office or its name, identity or organizational structure, as applicable, in any manner unless Buyer shall have given Nutrien not fewer than 30 days' prior written notice thereof. Following a change, Buyer will cooperate with Nutrien in modifying this Agreement, the Related Collateral Documents, or any UCC financing statements as Nutrien deems appropriate.
- d. The execution, delivery, and performance by Buyer of this Agreement have been duly authorized by all necessary action on the part of Buyer. The person signing below on behalf of Buyer has been duly authorized to execute and deliver this Agreement on behalf of Buyer.
- e. Buyer has no present intention to close or cease operating Buyer's business, in whole or in part, temporarily or permanently. Buyer is solvent and not contemplating any insolvency or bankruptcy proceeding. No eviction or foreclosure is pending or threatened against Buyer or Buyer's assets.
15. **Events of Default.** The occurrence of any of the following will constitute an "Event of Default" under this Agreement: (a) Buyer fails to make any payment to Nutrien or its affiliates as and when due; (b) Buyer fails to comply with the terms of this Agreement or any other agreement between Buyer and Nutrien or its affiliates; (c) one or more judgments, orders, or awards for the payment of money are entered against Buyer; (d) any representation, warranty, certificate, statement, or record made in this Agreement, any other agreement between Buyer and Nutrien or its affiliates, or delivered in writing to Nutrien or its affiliates by Buyer, proves to be untrue; (e) Buyer shall make an assignment for the benefit of creditors, shall become insolvent, or shall admit in writing Buyer's inability to pay its debts as they become due; (f) the death of any Buyer or guarantor who is a natural person; (g) a petition for relief is filed by or against Buyer or guarantor under the United States Bankruptcy Code, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or Buyer shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Buyer for all or substantially all the property of Buyer; (h) any merger, consolidation or sale of all or substantially all assets in one or a series of transactions, or the proposal or adoption of a plan of dissolution, liquidation or winding up of Buyer; (i) Buyer is the subject of any mandatory mediation under any state or federal farm or agricultural debt mediation program; or (j) Buyer or guarantor transfers any assets to a credit shelter trust or any other intervivos trust without Nutrien's prior written consent.
16. **Remedies.** Upon the occurrence of any Event of Default, Nutrien, at Nutrien's option, may declare all Credit Obligations to be immediately due and payable without presentment, demand, notice of nonperformance, notice of protest, protest, notice of dishonor, or notice of intent to accelerate, all of which are expressly waived by Buyer, and the obligation, if any, of Nutrien to extend any further credit under this Agreement shall immediately cease and terminate. Nutrien shall have all remedies available to it at law or equity, including all remedies of a secured party or a seller under the UCC or other applicable law, and all such remedies are cumulative and can be exercised singly or concurrently, in any order.
17. **Relationship of the Parties; Disclaimer.** Neither Nutrien nor its affiliates are a partner, joint venturer, agent or fiduciary of Buyer or Buyer's business operations or commercial and financial transactions. Buyer has the absolute obligation to make full payment of the Credit Obligations, despite any losses, damage or destruction to the farm products produced or other Products sold under this Agreement and despite any financial losses or failure to realize profits from Buyer's operations. Buyer acknowledges and agrees that results in agricultural operations cannot be predicted or guaranteed by Nutrien. Any advice or correspondence with Nutrien's employees or agents is solely by way of recommendation. Buyer's implementation of any such recommendation is exclusively Buyer's decision, and Nutrien will have no liability for any such decision. Any claims related to the Products shall not constitute a defense by Buyer for nonpayment of the Credit Obligations or provide a right of offset against the Credit Obligations.
18. **Governing Law; Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado, without regard to internal principles of conflict of laws. Buyer agrees that any action regarding this Agreement and collection of amounts due to Nutrien may be brought in any state or federal court with jurisdiction that includes Larimer County, Colorado. Buyer consents to the jurisdiction of such courts and agrees that service of process as provided by Colorado law for nonresident persons or foreign corporations shall be sufficient in all respects.
19. **Assignment.** This Agreement cannot be assigned by Buyer without the prior written consent of Nutrien. Any assignment without Nutrien's consent shall be null and void. Nutrien may assign this Agreement in whole or in part without notice to Buyer.
20. **Waiver.** No waiver by Nutrien, whether express or implied, of any default will operate as a waiver of any other default or of the same default on a future occasion. Any failure by Nutrien to enforce or require strict adherence to any of the terms of this Agreement will not constitute a waiver by Nutrien of a breach of any of the other terms of this Agreement.
21. **Severability.** If any provision(s) of this Agreement are prohibited or are otherwise unenforceable, all other provisions will remain valid and enforceable.
22. **Entire Agreement.** This Agreement, together with invoices, account statements, delivery tickets, terms of use for Nutrien's Digital Hub, applicable privacy policies, any Related Collateral Documents, and the Terms of Sale, contains the entire agreement and understanding between Buyer and Nutrien and supersedes all prior agreements and understandings, whether oral or in writing, relating to the same subject matter unless otherwise specifically reaffirmed or restated in an applicable Approval Letter. In the event of a conflict between any of the foregoing documents, the terms of this Agreement shall control unless otherwise set forth in this Agreement.
23. **Survival.** This Agreement will continue in full force and effect until all Credit Obligations have been satisfied in full; provided, however, that any section that, by its terms, suggests survival beyond termination, will so survive until the natural expiration thereof.
24. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of Buyer and Nutrien and their respective successors, heirs, and permitted assigns.
25. **Estate Notices.** Buyer agrees that Nutrien is a reasonably ascertainable creditor and is entitled to receive notice of the death of Buyer or any guarantor and of the opening of the estate for Buyer or any guarantor. Buyer represents and warrants that Buyer has put his or her nominated personal representative or, if none, next of kin, on notice that Nutrien is entitled to receive notice upon his or her death.
26. **Electronic Signature; Electronic Transactions** Buyer agrees that the Electronic Signatures of the parties affixed to this Agreement and/or to any documents executed in connection with this Agreement, including Related Collateral Documents, are intended to authenticate Buyer's execution of and entry into such agreements and to have the same force and effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, whether digital or encrypted, pursuant to the Colorado Uniform Electronic Transactions Act (Colo. Rev. Stat. Ann. § 24-71.3-101 et seq.) as amended from time to time. Buyer agrees to conduct transactions with Nutrien by electronic means and to the use of electronic communication, including the use of electronic documents.
27. **Telephone Monitoring and Recording.** Buyer agrees that Nutrien and its agents and others calling at Nutrien's request or on Nutrien's behalf may contact Buyer related to this Agreement, the credit sales contemplated under this Agreement, Buyer's account with Nutrien, or for the collection of amounts owed to Nutrien from time to time. Buyer specifically agrees that Nutrien and its agents and others calling at Nutrien's request or on Nutrien's behalf may (a) contact Buyer at any address (including email) that Nutrien is able to determine belongs to Buyer or the telephone numbers that Buyer has provided to Nutrien in this Credit Agreement, even if Buyer has asked to have the numbers added to any state or federal do-not-call registry; (b) use any means of communication, including postal mail, electronic mail, telephone or other technology, to reach Buyer but excluding automatic dialing, an artificial voice, a prerecorded voice or any announcing devices that may use artificial voices or play recorded messages; and (c) send text messages to Buyer's telephone. Buyer may opt out of providing this consent or withdraw this express written consent at any time by contacting Nutrien at Nutrien Ag Solutions, Inc., Withdrawal of Express Consent, Credit Dept, 5296 Harvest Lake Drive, Loveland, CO 80538, or sending an email to CreditApplicationSupport@nutrien.com, and telling Nutrien specifically what address or telephone number not to use. As used in this section, "Buyer" shall mean and include Buyer and Buyer's respective representative, agents, and employees.
28. **JURY WAIVER.** BUYER AND NUTRIEN WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS AGREEMENT (INCLUDING ANY APPROVAL LETTERS) AND RELATED COLLATERAL DOCUMENTS (OR THE ENFORCEMENT HEREOF), EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DECLARED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. BUYER AND NUTRIEN ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER.

THIS IS A COMMERCIAL TRANSACTION. BUYER AGREES NOT TO USE ANY PORTION OF THE CREDIT GRANTED BY NUTRIEN FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

The undersigned: (1) offers the information in the Credit Agreement and the representations and warranties in the Credit Agreement to Nutrien to induce consideration for credit, (2) acknowledges and agrees to all terms and conditions of this Credit Agreement, and Approval Letter, including consent to electronic communication, and (3) represents and warrants that he or she is authorized to execute this Agreement on behalf of Buyer. Buyer authorizes Nutrien to investigate Buyer's credit and obtain consumer reports on Buyer as part of such investigation from time to time for any legal purpose, including account review and collection. New York Residents: Upon request, Buyer (i) will be informed whether or not consumer reports were obtained and (ii) if reports were obtained, will be informed of the names and addresses of the credit reporting agencies that furnished the reports. Nutrien may provide a copy of this document as evidence of the consent of Buyer to the release of information to Nutrien.

NOTICE TO BUYER

1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.
2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT.
3. YOU MAY PAY, AT ANY TIME, YOUR TOTAL CREDIT OBLIGATIONS UNDER THIS AGREEMENT.
4. YOU WILL BE ASKED TO PROVIDE A GOVERNMENT ID (DRIVER'S LICENSE, ETC.) BEFORE SIGNING.

NEW YORK RESIDENTS: RETAIL INSTALMENT CREDIT AGREEMENT

ENTITY BUYER Corporation, LLC/LLP, Ltd. Partnership, Trust

Entity Name: _____

By (Printed Name): _____

Title: _____

Signature: _____

Date: _____

INDIVIDUAL BUYER(S) Sole Proprietorship, General Partnership

Buyer Name: _____

By (Printed Name): _____

Signature: _____

Date: _____

By (Printed Name): _____

Signature: _____

Date: _____

Guaranty

The undersigned (each a "Guarantor") guarantee(s) the full and timely payment and performance of and assume(s) personal liability for the payment and performance of all Credit Obligations due and owing Nutrien for Products sold to Buyer pursuant to the foregoing terms and conditions for credit sale of Products (together with any approval letters, the "Contract"), including any extensions or renewals of the Maturity Date, unless expressly revoked in writing. Capitalized terms not otherwise defined in this Guaranty shall have the meaning ascribed to such terms in the Contract. Guarantor(s) agree(s) to pay Nutrien's collection expenses and reasonable attorneys' fees, as provided in the Contract. This Guaranty is absolute, unconditional and continuing and will remain in effect until the Credit Obligations have been paid, performed or discharged in full. Guarantor expressly waives presentment for payment, demand, notice of demand and of dishonor and nonpayment of the Credit Obligations, protest and notice of protest, diligence in collecting and in the bringing of suit against any other person, and Nutrien shall be under no obligation to notify Guarantor of its acceptance of this Guaranty or of any advances made or credit extended on the faith hereof or the failure of Buyer to pay any of the Credit Obligations as they mature, or to use diligence in preserving the liability of any person (including, without limitation, Buyer) on the Credit Obligations or in bringing suit to enforce collection of the Credit Obligations. To the full extent allowed by applicable law, Guarantor waives all defenses given to sureties or guarantors at law or in equity other than the actual payment of the Credit Obligations and waives, to the full extent allowed by applicable law, all defenses based upon questions as to the validity, legality or enforceability of the Credit Obligations. The death of any Guarantor will not terminate this Guaranty. Guarantor(s), recognizing that Guarantor's individual credit history may be a necessary factor in the evaluation of this Guaranty and the Contract, hereby authorize(s) Nutrien to obtain consumer reports on Guarantor from time to time for any legal purpose, including account review and collection. New York Residents: Upon request, Guarantor (i) will be informed whether or not consumer reports were obtained and (ii) if reports were obtained, will be informed of the names and addresses of the credit reporting agencies that furnished the reports. By signing this Guaranty, Guarantor acknowledges Nutrien's collection, use, and disclosure of Guarantor's personal and other information provided to Nutrien, which may be used by Nutrien, its affiliates and agents and service providers and others with whom Nutrien contracts to evaluate the foregoing Agreement, determine Guarantor's current and ongoing creditworthiness, administer and manage the requested credit sale(s), collect delinquent accounts, determine eligibility for special promotions, obtain financing, procure credit insurance, and for any other purposes required or permitted by law. For more information about Nutrien's data privacy practices, visit Nutrien's Privacy Policy at <https://my.nutrienagsolutions.com/privacy>. Nutrien may report information about Guarantor to credit bureaus and commercial credit associations. Guarantor may revoke this Guaranty as to future extensions or renewals of the Contract by delivering notice to **Nutrien Ag Solutions, Inc., Guaranty-Revocation, Credit Dept, 5296 Harvest Lake Drive, Loveland, CO 80538**, at least 30 days prior to the Maturity Date. Guarantor agrees that the Electronic Signatures, whether digital or encrypted, of the parties included herein are intended to authenticate this Guaranty and to have the same force and effect as manual signatures. Guarantor agrees to conduct transactions with Nutrien by electronic means and to the use of electronic communication, including the use of electronic documents. Guarantor consents to jurisdiction of courts with jurisdiction including Larimer County, Colorado and agrees that service of process as provided by Colorado law (governing state and federal courts) for nonresident persons or foreign corporations shall be sufficient in all respects. **GUARANTOR WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE CONTRACT AND THIS GUARANTY OR THE ENFORCEMENT OF THE CONTRACT OR THIS GUARANTY, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DECLARED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. GUARANTOR ACKNOWLEDGES THAT GUARANTOR MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER.**

Printed Name: _____

Signature: _____

Date: _____

Printed Name: _____

Signature: _____

Date: _____