ACH Terms and Conditions:

This Authorization for ACH Debits and Credits ("Authorization") supplements your loan note, including any modifications, replacements, substitutions, extensions or renewals thereof. As used in this agreement, "you" and "your" mean the Borrower(s) indicated above and "we" or "us" mean Alabama Ag Credit, including its affiliates, assignees, successors and service providers.

- 1. Authorization. By signing this Authorization, you authorize us to initiate ACH debits from or ACH credits to your deposit account indicated above ("Deposit Account") in connection with the Loan Number indicated above ("Loan") and, if applicable, the Funds Held Account indicated above ("Funds Held Account").
- 2. Recurring Debit Entries. You authorize us to initiate recurring ACH debit entries ("Debit") from your Deposit Account each month in the amounts and on or after the dates indicated on your monthly statement to pay the Loan in accordance with the terms of your loan note.
- 3. Credit Entries. You authorize us to initiate ACH credit entries ("Credit") to your Deposit Account, and, if applicable, to your Funds Held Account, at your request and in accordance with the terms of your loan note for disbursing loan proceeds.
- 4. Reinitiating Returned ACH Debits. In the event a Debit is returned, you authorize us to reinitiate the Debit up to two times. You agree we are not obligated to reinitiate any returned Debit. You understand your depository financial institution may impose fees in connection with returned Debits and you agree we do not have any liability to you for such fees. If you know that a Debit will be rejected by your depository financial institution (e.g., because there is not enough money in your Deposit Account), you should contact us so that alternate payment arrangements can be made.
- 5. Correction of Errors. In the event we make an error in processing a Debit or Credit, you authorize us to correct the error by initiating an ACH debit or credit to your Deposit Account in the amount of such error on or after the date such error occurs.
- 6. Fees. You agree to pay any applicable fees or charges associated with Debits or Credits and authorize us to add the charges to the principal balance outstanding under your Loan or, if applicable, Funds Held Account. You further understand that these fees may change from time to time and that we will make available a revised fee schedule to reflect the changes in the fees.
- 7. If the Deposit Account indicated above was established for personal, family or household purposes, the following additional terms apply:
 - a. Varying Amounts. We will provide written notice if the amount of a Debit will vary from the amount authorized above.
 - b. Termination. You understand that you may terminate this Authorization or stop payment on the next Debit by contacting us at 800-579-5471 or 7480 Halcyon Pointe Dr, Suite 201, Montgomery, AL 36117 at least three (3) business days before your next scheduled payment date as stated on your monthly statement. We may terminate this Authorization at any time and for any reason, including excessive returned payments. If you or we cancel this Authorization, you understand that you will be responsible for making your payments by another payment method. Your authorization in no way limits any right you may have under federal law to stop payment of a preauthorized electronic transfer by contacting your depository financial institution.
- 8. If the Deposit Account indicated above was not established for personal, family or household purposes, the following additional terms apply:
 - a. You acknowledge the security procedures we offer in connection with Debits and Credits and hereby accept and agree to be bound by these security procedures.
 - b. You agree to be bound by the Nacha Operating Rules for all Debits and Credits.
 - c. This Authorization shall remain in effect until the Loan is paid in full. This Authorization may, however, be revoked by you at any time by written notice signed by all Borrower(s) and delivered to us at the office in which the Loan was made. You understand and agree that we may terminate this Authorization at any time by written notice sent to you at the address we have on file.
- 9. You promise that your Deposit Account is open, active and that you are an authorized signer on the Deposit Account. If you are not an authorized signer on the Deposit Account, you have provided an authorized signature of a signer on the Deposit Account.
- 10. This Authorization is effective upon the date shown below.
- 11. All Debits and Credits under this Authorization are also subject to our policies and procedures and the terms of the agreements establishing the Loan and, if applicable, the Funds Held Account.