



# PRAIRIE AG SOLUTIONS, LLC

## Credit Application

In order to obtain goods and services for its business operation from Prairie Ag Solutions, LLC ("Company"), the undersigned ("Applicant") executes this Credit Application and Note ("Agreement") and makes the following statements and representations of present financial circumstances, resources and liabilities:

### TO BE COMPLETED AND SIGNED BY APPLICANT

Business Name:		
Last Name:		First Name:
Suffix:		SSN:
		FEIN:
Phone Number:		Email Address:
Street Address:		
City:		State:
PO Box:		Zip Code:
Fax Number:		Line of Business:
Business Form:		Fiscal Year End:
Sales Tax Exempt?:            Yes            No		Sales Tax Exemption #:
<b>PRIMARY CONTACT</b>		
Contact Name:		Contact Phone:                      Contact Email:
<b>SUPPLIER REFERENCES</b>		
Name:	Phone:	Address:
Name:	Phone:	Address:
Name:	Phone:	Address:
<b>BANK REFERENCES</b>		
Name:	Phone:	Address:
Name:	Phone:	Address:
Name:	Phone:	Address:

GUARANTORS		
Name:	Phone:	Address:
Name:	Phone:	Address:
Name:	Phone:	Address:
Name:	Phone:	Address:

Applicant hereby authorizes Company to conduct a background investigation of Applicant, including a review of creditworthiness and financial responsibility upon receipt of this Agreement and from time to time during the term hereof as determined to be appropriate by Company. Applicant shall provide copies of its financial statements on an annual basis, shall notify Company of any material change in Applicant's financial condition, and shall update the information contained in this Agreement by notice to the Company from time to time as such information changes. Applicant acknowledges that this Agreement is subject to and hereby incorporates and makes a part hereof the Terms & Conditions included on the following pages.

Applicant Name:	Applicant Title:
Signature:	Signed on in Kirksville, Missouri.

*"I hereby acknowledge that I have received, read, understand, and agree to the Credit Application and Note TERMS & CONDITIONS as outlined in the following pages".*

Guarantor Name:	Date:
Guarantor Signature:	
Guarantor Name:	Date:
Guarantor Signature:	
Guarantor Name:	Date:
Guarantor Signature:	
Guarantor Name:	Date:
Guarantor Signature:	

## **Credit Application and Note TERMS & CONDITIONS**

**Credit Limit; Payment.** Upon Company's approval of, and in reliance on, credit information submitted by Applicant to Company, Company may assign a maximum credit amount to Applicant from time to time and Company may permit Applicant to obtain goods and services on credit up to such credit limit. Such credit will be governed by the terms of this Agreement, and Company retains the right to reduce the credit limit and terminate Applicant's right to credit at any time without prior notice except as otherwise required by law. Applicant represents and warrants that the information provided by Applicant is complete and accurate. For value received, the Applicant promises to pay to the order of Company the amount of credit as may be advanced by Company from time to time in cash or credit as evidenced on the books and records of Company, plus a finance charge thereon established hereunder for any amounts not paid when due, plus all other fees imposed by Company from time to time, plus all costs of enforcement (including attorneys' fees) and other remedial obligations imposed on Applicant hereunder. Payment shall be made within the time period specified in any applicable invoice, or if no invoice or date is issued within thirty (30) days following the date of delivery of products and services. Payment shall be made to Company at the address provided in any invoice, or if no invoice or address is provided, to Company at the address for notice set forth herein. Applicant authorizes Company to process any checks submitted as an automated clearing house transaction. Applicant acknowledges and agrees to be bound by the terms of any purchase program, offering, invoice, policy or procedures of Company, whether related to credit requirements or otherwise.

**Term and Termination.** The term hereof shall commence on the date of execution by Applicant and shall continue for a period of one (1) year. This Agreement shall automatically renew for one (1) year terms on subsequent anniversaries of such date unless terminated as set forth herein. This Agreement may be terminated by Company for any reason upon notice to Applicant. Applicant shall have the right terminate this Agreement upon thirty (30) days notice to Company; provided however, that such termination shall not be effective unless and until Applicant is in full compliance with the terms hereof. No termination by either party shall impair the rights Company or the duties of Applicant arising on or prior to the date of termination, and all representations, warranties, and obligations of Applicant shall survive any such termination.

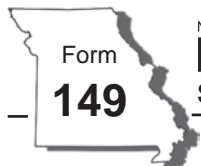
**Default and Remedies.** Occurrence of any of the following shall, at Company's option, and without notice or demand on the Applicant, constitute a default: (a) the failure to make any payment hereunder before due date; (b) breach of any representation, covenant or obligation under this Agreement or any other agreement between the parties or between Applicant and any affiliate of Company; (c) a default by Applicant under any other promissory note executed by the Applicant, or any one of them, and payable to the Company; (d) if any statement or report furnished by the Applicant to the Company is false in any material respect; (e) if Applicant sells its business, is dissolved, ceases to exist, declares insolvency, is the subject of any proceeding under any bankruptcy or insolvency, is the subject of any proceeding under any bankruptcy or insolvency laws, or is the subject of any proceeding under any state or federal farm or agricultural debt mediation law; and (f) any reasonable insecurity of Company, subjectively measured.

In the event of a default hereunder by Applicant, all of Company's obligations hereunder shall immediately cease and Company shall have the right to specific performance, injunctive relief, money damages, offset against amounts owed, or immediate termination of this Agreement upon notice to Applicant, and Applicant shall be responsible for all of Company's costs of enforcement of this Agreement, including all court costs and attorneys' fees. In addition, at Company's option, all unpaid indebtedness of Applicant to Company shall become immediately due and payable, without notice to or demand upon Applicant. Applicant's obligations with respect to the Indebtedness shall be absolute, irrevocable and unconditional, irrespective of the legality, validity, regularity or enforceability of any of the Indebtedness or any related agreements or instruments in respect of any of the foregoing and shall not be subject to any counterclaim, set-off, deduction or defense based upon any claim Applicant may have against the Company or any other person and shall remain in full force and effect without regard to, and shall not be released, discharged or in any way affected by, any circumstance or condition whatsoever (whether or not such assignee shall have any knowledge or notice thereof), including, without limitation any event or circumstance that would constitute a defense or legal or equitable discharge, except payment in full of the Indebtedness. Except to the extent prohibited by law, Applicant hereby grants to Company, its successors and assigns (specifically including any assignee permitted in this Agreement), an irrevocable power of attorney to endorse and/or negotiate on the Applicant's behalf any checks or other instruments which are jointly payable to Applicant and Company and apply the same against the Indebtedness. The foregoing power of attorney shall not be affected by subsequent disability, incapacity or incompetency of Applicant and shall not be exercised by the Company until the occurrence of an event of default. All acts of such attorney are hereby ratified and approved, and the Company shall not be liable for any act or omission or for any error of judgment or mistake of fact or law. Company's rights and remedies shall be cumulative and nonexclusive and may be exercised without any notice, demand, defense, claim, counterclaim, offset, or other right or action to which Applicant may be otherwise entitled, all of which are hereby expressly waived. Company may assess a late charge on the unpaid principal balance after any applicable due date which shall be the lesser of the rate of twenty-four percent (24%) per annum or the maximum legal rate, and payments made shall apply first to unpaid late charges and then to the unpaid principal balance.

**Indemnification; Limitation of Liability.** Applicant agrees to defend, indemnify, save and hold Company, its affiliates and subsidiaries, and their officers, directors, employees, subcontractors, vendors, agents, representatives, successors and assigns harmless from and against any claim, demand, loss, action, liability, obligation, damage, cost or expense, including reasonable attorneys' fees, arising out of or relating to any default hereunder, any misrepresentations or inaccuracies in any of Applicant's representations and warranties contained herein, any violation or claimed violation of any third party's rights resulting in whole or in part from Applicant's actions, or any other obligation or action of Applicant or Applicant's affiliates, directors, officers, employees, subcontractors, vendors, agents, representatives or permitted assigns, regardless of any claim of cause or contribution on the part of Company. Company shall not be liable under any circumstances or legal theory, tort (including negligence), contract or otherwise, for any lost profits or any form of consequential, incidental, indirect, punitive or special damages arising out of or relating to this Agreement even if advised of the likelihood of such damages occurring.

**Miscellaneous.** This Agreement constitutes the entire understanding of the parties with regard to the subject matter hereof, revokes and supersedes all prior agreements between the parties, is intended as a final expression of their agreement, shall take precedence over any other documents which may conflict with this Agreement, shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns, and shall not be amended by Applicant but may be amended at any time by Company effective on notice to Applicant. No waiver of any default shall be deemed as a waiver of prior or subsequent default of the same or of other provisions of this Agreement. If any provision hereof is held unenforceable, such invalidity shall not affect the operation of any other provision and such invalid provision shall be deemed to be severed from this Agreement. No rule of strict construction shall be applied to the interpretation of this Agreement. This Agreement shall be governed in accordance with the laws of the State of Missouri without regard to conflict of law principles, and any action arising hereunder shall be brought in the Circuit Court of Adair County, Missouri, all protests based on jurisdiction or venue being hereby waived. Applicant hereby irrevocably waives the right to trial by jury in any action arising in connection with this Agreement. Applicant shall not assign or otherwise transfer this Agreement, in whole or in part, by operation of law or otherwise. Company shall not be liable for any delay or failure to perform any duty as a result of any causes or conditions that are beyond Company's control. Any notice required to be given under this Agreement shall be deemed given when in writing and personally delivered to, or three (3) days after being mailed by certified mail, return receipt requested and postage prepaid, or the day after being sent by overnight courier to, Applicant at the address provided herein or to Company at 26970 Glenview Trail, Kirksville, MO 63501; provided however, that any such address may be changed by written notice at any time. This Agreement shall be binding upon Applicant upon Applicant's execution and delivery hereof without the requirement of any signature on the part of Company.

**Guarantee.** In order to induce Company to extend credit to Applicant, the undersigned jointly, severally and unconditionally guarantee payment of all amounts owed by Applicant or its successors or assigns to Company, including all principal, interest, collection costs, attorneys' fees and other expenses, liabilities and indebtedness the Applicant in existence or arising in the future. In the event of any default or other failure to perform on the part of Applicant, the undersigned agree to pay all such amounts immediately and to otherwise perform all obligations of Applicant under the Agreement, and all rights of notice, protest, presentment, demand, claim, counterclaim, or offset are hereby expressly waived.



MISSOURI DEPARTMENT OF

**REVENUE**

Form

**149****Sales and Use Tax Exemption Certificate**

Caution to seller: In order for the certificate to be accepted in good faith by the seller, the seller must exercise care that the property being sold is exempt.

Purchaser	Name		Missouri Tax I.D. Number	
	Contact Person	Doing Business As Name (DBA)	SSN/FEIN	
	Address	City	State	ZIP Code
	Describe product or services purchased exempt from tax		Telephone Number	
	Type of business		( ) -	

Seller	Name		Telephone Number	
	Contact Person	Doing Business As Name (DBA)	( ) -	
	Address	City	State	ZIP Code

Resale - Exclusion From Sales or Use Tax	<input type="checkbox"/> Purchases of Tangible Personal Property for resale: <i>Retailer's State Tax ID Number</i> _____ <i>Home State</i> _____ (Missouri Retailers must have a Missouri Tax I.D. Number)
	<input type="checkbox"/> Purchases of Taxable Services for resale (see list of taxable services in instructions) <i>Retailer's Missouri Tax I.D. Number</i> _____ (Resale certificate cannot be taken by seller in good faith unless the purchaser is registered in Missouri)
	<input type="checkbox"/> Purchases by Manufacturer or Wholesaler for Wholesale: <i>Home State:</i> _____ (Missouri Tax I.D. Number may not be required)
	<input type="checkbox"/> Purchases by Motor Vehicle Dealer: <i>Missouri Dealer License Number</i> _____ (Only for items that will be used on vehicles being resold) (An Exemption Certificate for Tire and Lead-Acid Battery Fee (Form 149T) is required for tire and battery fees)

Manufacturing Section 144.030, RSMo.	These are exempt from state and local sales and use tax.		
	<input type="checkbox"/> Ingredient or Component Part	<input type="checkbox"/> Manufacturing Machinery, Equipment, and Parts	<input type="checkbox"/> Material Recovery Processing
	<input type="checkbox"/> Plant Expansion	<input type="checkbox"/> Research and Development of Agricultural Biotechnology Products and Plant Genomics Products and Prescription Pharmaceuticals	

Manufacturing Section 144.054, RSMo.	Prior to January 1, 2023, the manufacturing exemptions under <a href="#">Section 144.054, RSMo</a> are exempt from state sales and use tax and local use tax, but not local sales tax. The seller must collect and report local sales taxes imposed by political subdivisions. As of January 1, 2023, the manufacturing exemptions under Section 144.054, RSMo. apply to state sales and use tax and local sales and use tax.	
	<input type="checkbox"/> Manufacturing Chemicals and Materials	<input type="checkbox"/> Machinery and Equipment Used or Consumed in Manufacturing
	<input type="checkbox"/> Materials, Chemicals, Machinery, and Equipment Used or Consumed in Material Recovery Processing Plant	<input type="checkbox"/> Research and Development
	<input type="checkbox"/> Utilities or Energy and Water Used or Consumed in Manufacturing (Must complete below)	
	Purchaser's Manufacturing Percentage _____ % Purchaser's Square Footage _____	

Electricity Production Section 144.058, RSMo.	These are exempt from state and local sales and use tax.	
	<input type="checkbox"/> Materials, Chemicals, Machinery, Equipment, and Parts Used or Consumed For The Generation, Transmission, Distribution, Sale or Furnishing Of Electricity	

<b>Other</b>	<input type="checkbox"/> Agricultural	<input type="checkbox"/> Common Carrier Indicate USDOT or MC#: _____	<input type="checkbox"/> Locomotive Fuel	<input type="checkbox"/> Air and Water Pollution Control, Machinery, Equipment, Appliances and Devices
	<input type="checkbox"/> Commercial Motor Vehicles or Trailers Greater than 54,000 Pounds (Note: Vehicle must be registered as the identified purchaser or DBA as above.)			
	<input type="checkbox"/> Nuclear Security Enterprise			
	<input type="checkbox"/> Other _____			

<b>Signature</b>	Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.		
	Signature (Purchaser or Purchaser's Agent)	Title	Date (MM/DD/YYYY) ____/____/____

If you have questions, please contact the Department of Revenue at:

**Phone:** (573) 751-2836

**TTY:** (800) 735-2966

**Fax:** (573) 522-1666

**E-mail:** [salestaxexemptions@dor.mo.gov](mailto:salestaxexemptions@dor.mo.gov)

Visit [dor.mo.gov/taxation/business/tax-types/sales-use/exemptions.php](https://dor.mo.gov/taxation/business/tax-types/sales-use/exemptions.php) for additional information.



**Ever served on active duty in the United States Armed Forces?**

If yes, visit [dor.mo.gov/military/](https://dor.mo.gov/military/) to see the services and benefits we offer to all eligible military individuals. A list of all state agency resources and benefits can be found at [veteranbenefits.mo.gov/state-benefits/](https://veteranbenefits.mo.gov/state-benefits/).

## Sales or Use Tax Exemption Certificate (Form 149) Instructions

### Resale - Exclusion From Sales or Use Tax

Select the appropriate box for the type of exemption to be claimed and complete any additional information requested.

- Purchases of Tangible Personal Property for resale: Retailers that are purchasing tangible personal property for resale purposes are exempt from sales or use tax.  
The purchaser's state tax ID number can be found on the Missouri Retail License or out of state registration for retail sales.
- Purchases of Taxable Services for resale: Purchasers for resale must have a Missouri retail license in order to claim resale of taxable services in Missouri. A taxable service includes sales of restaurants, hotels, motels, places of amusement, recreation, entertainment, games and athletic events not at arms length, and sales of telecommunications and utilities (see [Section 144.018, RSMo](#)).
- Purchases by Manufacturer or Wholesaler for Wholesale: A Missouri Tax I.D. Number is not required to claim this exclusion.
- Purchaser's Home State: Provide the state in which purchaser is located and registered.
- Purchases by Motor Vehicle Dealer: A motor vehicle dealer who is purchasing items for the repair of a vehicle being resold is exempt from sales or use tax. The dealer's license is issued by the Missouri Motor Vehicle Bureau or by the out of state registration authority that issues such licenses.

### Manufacturing - Chapter 144.030, RSMo.

Check the appropriate box for the type of exemption to be claimed. All items selected in this section are exempt from state sales and use tax and local sales and use tax under [Section 144.030, RSMo](#).

- Ingredient or Component Parts: This exemption includes materials, manufactured goods, machinery, and parts that become a part of the final product. To qualify, the product must ultimately be subject to sales or use tax, or its equivalent, in Missouri or other states.
- Manufacturing Machinery, Equipment and Parts: This exemption includes only machinery and equipment and their parts that are used directly in manufacturing a product. To qualify, the product must ultimately be subject to sales or use tax, or its equivalent, in Missouri or other states.
- Material Recovery Processing: This exemption includes machinery and equipment used to establish new or to replace existing material recovery processing plants. See Sections 144.030.2(5) and (32), RSMo, for a definition of, and exemptions for, material recovery processing.
- Plant Expansion: This exemption includes machinery, equipment, and parts and the materials and supplies solely required for installing or constructing the machinery and equipment, used to establish new or to expand existing Missouri manufacturing, mining, or fabricating plants. To qualify, the machinery must be used directly in manufacturing, mining or fabricating a product that is ultimately subject to sales or use tax, or its equivalent, in Missouri or other states.
- Research and Development of Agricultural Biotechnology Products and Plant Genomics Products and Prescription Pharmaceuticals: This exemption is specifically authorized in Section 144.030.2(34), RSMo, and exempts any tangible personal property used or consumed directly or exclusively in research and development of agricultural, biotechnology, and plant genomics products and prescription pharmaceuticals consumed by humans or animals.

### Manufacturing - Section 144.054, RSMo.

Check the appropriate box for the type of exemption to be claimed according to [Section 144.054, RSMo](#). Prior to January 1, 2023, the manufacturing exemptions under Section 144.054, RSMo, are exempt from state sales and use tax and local use tax, but not local sales tax. As of January 1, 2023, the manufacturing exemptions under Section 144.054, RSMo, apply to state sales and use tax and local sales and use tax. Section 144.054, RSMo, exempts electrical energy and gas (natural, artificial and propane), water, coal, energy sources, chemicals, machinery, equipment and materials used or consumed in manufacturing, processing, compounding, mining or producing any product. These same items are exempt if used or consumed in processing recovered materials. To qualify for this exemption, the item must be used or consumed and does not have the same requirement of direct use that is required in Section 144.030, RSMo. Additionally, the manufactured product is not required to be ultimately subject to tax.

- Research and Development: Check this box if the exemption is for the research and development related to manufacturing, processing, compounding or producing a product.
- Manufacturing Chemicals and Materials: Check this box if the exemption is for chemicals or materials used or consumed in manufacturing, processing, compounding or producing a product.
- Machinery and Equipment Used or Consumed in Manufacturing: Check this box if the exemption is for machinery or equipment used or consumed in manufacturing, processing, compounding or producing a product. To qualify, the product must ultimately be subject to sales or use tax, or its equivalent, in Missouri or other states.
- Materials, Chemicals, Machinery, and Equipment Used or Consumed in Material Recovery Processing Plant: Check this box if the exemption is for material recovery processing. This exemption includes machinery and equipment used to establish new or to replace existing material recovery processing plants. See Sections [144.030.2\(4\), \(12\), and \(31\), RSMo](#), for a definition of, and exemptions for, material recovery processing.
- Utilities or Energy and Water Used or Consumed in Manufacturing: If claiming utilities (electrical energy, gas or water), record account numbers, meter numbers, or other information as required by the vendor. All purchasers who are claiming an exemption for energy use must provide the amount of energy use which is related to manufacturing in the space provided and also select the method by which this percentage was obtained.

### Electricity Production Chapter 144.058, RSMo.

- Materials, Chemicals, Machinery, Equipment, and Parts Used or Consumed for the Generation, Transmission, Distribution, Sale or Furnishing of Electricity: Check this box if the exemption is for any materials, chemicals, machinery, equipment, or parts that is used or consumed in the generation, transmission, distribution, sale, or furnishing of electricity.



- **Agricultural:** Farm machinery and equipment are exempt from tax if used for any agricultural purposes, used on land owned or leased for the purpose of producing farm products, and used directly in the production of farm products to be ultimately sold at retail. The sale of grains to be converted into foodstuffs or seed, and limestone, fertilizer, and herbicides used in connection with the growth or production of crops, livestock or poultry is exempt from tax. The sale of livestock, animals or poultry used for breeding or feeding purposes, feed for livestock or poultry, feed additives, medications or vaccines administered to livestock or poultry in the production of food or fiber, and sales of pesticides and herbicides used in the production of aquaculture, livestock or poultry are exempt from tax. All sales of fencing materials used for agricultural purposes and the purchase of motor fuel are exempt from tax. Effective January 1, 2023, all sales of new and used utility vehicles used for any agricultural purposes and is a motorized vehicle manufactured and used exclusively for off-highway use that is more than fifty (50) inches but not more than eighty (80) inches in width, has a dry weight of three thousand five hundred (3,500) pounds or less, and travels on four or six wheels.
- **Common Carrier:** Materials, replacement parts and equipment purchased for use directly upon, and for the repair and maintenance or manufacture of, motor vehicles, watercraft, railroad rolling stock or aircraft engaged as common carriers of persons or property. See Section 144.030.2(3), RSMo. Attach completed Form 5095.
- **Locomotive Fuel:** Fuel purchased for use in a locomotive that is a common carrier is exempt from sales and use tax.
- **Air and Water Pollution Control Machinery, Equipment, Appliances and Devices:** Machinery, equipment, appliances and devices purchased or leased and used solely for the purpose of preventing, abating or monitoring water and air pollution, and materials and supplies solely required for the installation, construction or reconstruction of such machinery, equipment, appliances and devices. See Sections 144.030.2(15) and (16), RSMo.
- **Nuclear Security Enterprise:** Tangible personal property, building materials, equipment, fixtures, manufactured goods, machinery, and parts for the purposes of constructing all or any portion of a nuclear security enterprise located in any city with more than four hundred thousand inhabitants and located in more than one county is exempt from state and local sales and use tax. See Section [144.054.6, RSMo](#).
- **Commercial Motor Vehicles or Trailers Greater Than 54,000 Pounds:** Motor vehicles registered for and capable of pulling in excess of 54,000 pounds and their trailers actually used in the normal course of business to haul property on the public highways of the state are exempt from tax. The purchase of materials, replacement parts, and equipment used directly on, for the repair of and maintenance or manufacture of these vehicles is also exempt. See Section 144.030.2(4), RSMo.
- **Other:** Exemptions not listed on this sheet, but are provided by statute. Provide explanation of exemption being claimed. See Chapter 144 of the Missouri Revised Statutes for exemption [revisor.mo.gov/main/OneChapter.aspx?chapter=144](https://revisor.mo.gov/main/OneChapter.aspx?chapter=144).