



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 #:
PRIMARY CONTACT		
Contact Name:		Contact Phone: Contact Email:
SUPPLIER REFERENCES		
Name:	Phone:	Address:
Name:	Phone:	Address:
Name:	Phone:	Address:
BANK REFERENCES		
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 Kahoka, 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.

Form ST-105

State Form 49065 R4/ 8-05

Indiana Department of Revenue
General Sales Tax Exemption Certificate

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. **This exemption certificate can not be issued for the purchase of Utilities, Vehicles, Watercraft, or Aircraft.** Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

Sales tax must be charged unless all information in each section is fully completed by the purchaser. Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue.

Section 1 (print only)	Name of Purchaser _____		
	Business Address _____ City _____ State _____ Zip _____		
	Purchaser must provide minimum of one ID number below.*		
	Provide your Indiana Registered Retail Merchant's Certificate TID and LOC Number as shown on your Certificate.....		
	TID# (10 digits)	—	LOC# (3 digits)
	If not registered with the Indiana DOR, provide your State Tax ID Number from another State.....		
	State ID#		State of Issue
	*See instructions on the reverse side if you do not have either number.		

Section 2	Is this a ☐ blanket purchase exemption request or a ☐ single purchase exemption request? (check one)
	Description of items to be purchased. _____

Section 3	Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)
	☐ Sales to a retailer, wholesaler, or manufacturer for resale only.
	☐ Sale of manufacturing machinery, tools, and equipment to be used directly in direct production .
	☐ Sales to nonprofit organizations claiming exemption pursuant to Sales Tax Information Bulletin #10. (May not be used for personal hotel rooms and meals.)
	☐ Sales of tangible personal property predominately used (greater than 50 percent) in providing public transportation - provide USDOT#. A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a school bus operator , must provide their SS# or FID# in lieu of a State ID# in Section #1. USDOT# _____
	☐ Sales to persons, occupationally engaged as farmers, to be used directly in production of agricultural products for sale. Note: A farmer not possessing a State Business License# may enter a FID# or a SS# in lieu of a State ID# in Section #1.
	☐ Sales to a contractor for exempt projects (such as public schools, government, or nonprofits).
	☐ Sales to Indiana Governmental Units (agencies, cities, towns, municipalities, public schools, and state universities).
	☐ Sales to the United States Federal Government - show agency name. _____ Note: A U.S. Government agency should enter its Federal Identification Number (FID#) in Section #1 in lieu of a State ID#.
☐ Other - explain. _____	

Section 4	I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, or aircraft.
	I confirm my understanding that misuse, (<i>either negligent or intentional</i>), and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.
	Signature of Purchaser _____ Date _____
	Printed Name _____ Title _____

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser.

Seller must keep this certificate on file to support exempt sales.

Form ST-105
General Information and Instructions

All four (4) sections of the ST-105 must be completed or the exemption is not valid and the seller is responsible for the collection of the Indiana sales tax.

Section 1 Instructions

- A) **This section requires an identification number.** In most cases this number will be an Indiana Department of Revenue issued Taxpayer Identification Number (TID# - see note below) used for Indiana sales and/or withholding tax reporting. If the purchaser is from another state and does not possess an Indiana TID#, a resident state's business license, or State issued ID# must be provided.
- B) **Exceptions** - For a purchaser not possessing either an Indiana TID# or another State ID#, the following may be used in lieu of this requirement.
- Federal Government** – place your FID# in the State ID# space.
- Farmer** – place your SS# or FID# in the State ID# space.
- Public transportation haulers** operating under another motor carrier authority, or with a contract as a school bus operator, must indicate their SS# or FID# in the State ID# space.
- Nonprofit Organization** – must show its FID# in the State ID# space.

Section 2 Instructions

- A) Check a box to indicate if this is a single purchase or blanket exemption.
- B) Describe product being purchased.

Section 3 Instructions

- A) Purchaser must check the reason for exemption.
- B) Purchaser must be able to provide additional information if requested.

Section 4 Instructions

- A) Purchaser must sign and date the form.
- B) Printed name and title of signer must be shown.

Note: The Indiana Taxpayer Identification Number (TID#) is a ten (10) digit number followed by a three (3) digit LOC#. The TID# is also known as the following:

- a) Registered Retail Merchant Certificate
- b) Tax Exempt Identification Number
- c) Sales Tax Identification Number
- d) Withholding Tax Identification Number

The Registered Retail Merchant Certificate issued by the Indiana Department of Revenue shows the TID# (10 digits) and the LOC# (3 digits) at the top right of the certificate.