



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 The Company's approval of, and in reliance on, credit information submitted by Applicant to The Company, The Company may assign a maximum credit amount to Applicant from time to time and The 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 The 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, Applicant promises to pay to the order of The Company the amount of credit as may be advanced by The Company from time to time in cash or credit as evidenced on the books of records of The Company, plus a finance charge thereon established hereunder for any amounts not paid when due, plus all other fees imposed by The 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 used within thirty (30) days following the date of delivery of products and services. Payment shall be made to The Company at the address provided in any invoice, or if no invoice or address is provided, to The Company at the address for notice set forth herein. Applicant authorizes The 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 The 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 The Company for any reason upon notice to Applicant. Applicant shall have the right to terminate this Agreement upon thirty (30) days' notice to The 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 The 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 The Company's option, and without notice or demand on 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 The Company; (c) a default by Applicant under any other promissory note executed by Applicant, or any one of them, and payable to The Company; (d) if any statement or report furnished by 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 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 The Company subjectively measured. In any event of default hereunder by Applicant, all of The Company's obligations hereunder shall immediately cease and The 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 The Company's costs of enforcement of this Agreement, including all court costs and attorney's fees. In addition, at The Company's option, all unpaid indebtedness of Applicant to The 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 be subject to any counter claim, set-off, deduction or defense based upon any claim Applicant may have against The Company or any other person 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 of legal or equitable discharge, except payment in full of the indebtedness. Except to the extent prohibited by law, Applicant hereby grants The Company, its successors and assigns (specifically including any assignee permitted in this Agreement), an irrevocable power of attorney to endorse and/or negotiate on Applicant's behalf any checks or other instruments which are jointly payable to Applicant and The 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 judgement or mistake of fact or law. The 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. The Company may assess a late charge on the unpaid principal balance at 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 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 the 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 The Company. The 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 The 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 connect with this Agreement. Applicant shall not assign or otherwise transfer this Agreement, in whole or in part, by operation of law or otherwise. The 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 The 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 The 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's execution and delivery hereof without the requirement of any signature on the part of The Company.

Guarantee. In order to induce the 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 the Company, including all principal, interest, collection costs, attorney's fees and other expenses, liabilities and indebtedness, 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.

KANSAS DEPARTMENT OF REVENUE
AGRICULTURAL EXEMPTION CERTIFICATE

466318

Seller Name: _____

Seller Address: _____
Street City State Zip Code

Purchaser Name: _____

Purchaser Address: _____
Street City State Zip Code

Provide a description of tangible property or services purchased: _____

PART A (required) - QUALIFYING EXEMPTION

Check all that apply.

- ☐ Property purchased is an ingredient or component part. Complete Part D. [see K.S.A. 79-3606(m)]
- ☐ Property purchased is consumed in production. Complete Part D. [see K.S.A. 79-3606(n)]
- ☐ Property purchased is propane for agricultural use. Complete Part D. [see K.S.A. 79-3606(w)]
- ☐ Property purchased is farm machinery and equipment or aquaculture machinery and equipment, repair and replacement parts therefor or services performed in repair and maintenance of such machinery and equipment, which will be used exclusively in farming, ranching, or aquaculture production. If property is a work-site utility vehicle. Complete Part C. [see K.S.A. 79-3606(t)]
- ☐ Property purchased is seed, tree seedling, fertilizer, insecticide, herbicide, germicide, pesticide, fungicide, or services, purchased and used for the purpose of producing plants in order to prevent soil erosion on land devoted to agricultural use. Complete Part D. [see K.S.A. 79-3606(mm)]
- ☐ Property purchased is tangible personal property or services necessary to construct, reconstruct, repair, or replace any fence that is used to enclose land devoted to agricultural use. Complete Part B. [see K.S.A. 79-3606d(b)]

PART B - FENCING

Location of agriculture land: _____
City State Zip Code County

Name of agricultural landowner or operator: _____

- ☐ By checking this box, I certify that I have read the instructions included on the back of this form and the tangible personal property or services purchased will be used to enclose land which is devoted to agricultural use only and I acknowledge that any tangible personal property or service purchased which is not used exclusively to enclose land devoted for agricultural use is subject to Kansas sales tax. Complete Part D.

PART C - WORK-SITE UTILITY VEHICLE

Confirm that the purchased vehicle has all the following specifications.

- ☐ Vehicle is **NOT** less than forty-eight (48) inches in width
- ☐ Vehicle's unladen weight, including fuel, is more than eight hundred (800) pounds
- ☐ Vehicle is equipped with four or more non-highway tires
- ☐ Vehicle is equipped with bench or bucket type seating
- ☐ Vehicle is equipped with bed or cargo box for hauling materials

All five boxes must be checked for the vehicle to qualify for the agricultural exemption.

Select all activities the vehicle will be used for:

- ☐ Farming
- ☐ Ranching
- ☐ Agriculture

Describe how the vehicle will be used in each activity selected above: _____

- ☐ By checking this box, I certify that I have read the instructions included on the back of this form and the vehicle purchased will be used **exclusively** in farming, ranching, or aquaculture production and that using the vehicle in any other activity, such as hunting or other recreational purposes, subjects the vehicle to Kansas sales tax. Complete Part D.

PART D (required) – CERTIFICATION FOR ALL PURCHASERS INCLUDING CONTRACTORS

I declare under penalty of perjury under the law of the State of Kansas that the foregoing is true and correct and that I have read the guidance included on the back of this form. I further understand that in the event the property so purchased is not used in accordance with the exemption checked above, I may be liable for any Kansas sales tax owed and any applicable penalties and interest.

Signature _____ Print Name _____ Date _____

- ☐ Check this box and sign above as a purchaser, if you are a contractor purchasing materials (tangible personal property) for fencing used to enclose land devoted to agricultural purposes.