

**PRAIRIELAND FS, Inc.  
CREDIT APPLICATION**

In order to obtain goods and services for its business operation from Prairieland FS, Inc. ("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**

**Applicant Information:**

Name: \_\_\_\_\_

Business Form: \_\_\_\_\_

Address: \_\_\_\_\_

Line of Business: \_\_\_\_\_

\_\_\_\_\_

Fiscal Year End: \_\_\_\_\_

Phone: \_\_\_\_\_

Years In Business: \_\_\_\_\_

Fax: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_

Sales Tax Exemption No.: \_\_\_\_\_

Primary Contact Phone: \_\_\_\_\_

Officers/Principals: \_\_\_\_\_

Primary Contact Email: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Supplier References:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Bank References:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Guarantors:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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 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 page.

**Applicant Name:** \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ in Jacksonville, Illinois

# 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, setoff, 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. There 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 Illinois without regard to conflict of law principles, and any action arising hereunder shall be brought in the Circuit Court of Morgan County, Illinois, 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 1132 Veterans Drive, Jacksonville, IL 62650; 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.

Guarantor: \_\_\_\_\_ Date: \_\_\_\_\_ Guarantor: \_\_\_\_\_ Date: \_\_\_\_\_  
Guarantor: \_\_\_\_\_ Date: \_\_\_\_\_ Guarantor: \_\_\_\_\_ Date: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**or**

<b>Employer identification number</b>									

### Part II Certification

- Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
  2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
  3. I am a U.S. citizen or other U.S. person (defined below); and
  4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Farm Bureau Membership

Note: Patrons must be an "M" Farm Bureau Member to be eligible to receive patronage.

I am NOT a Farm Bureau "M" member. \_\_\_\_\_

I am a Farm Bureau "M" Member in \_\_\_\_\_ County, State of \_\_\_\_\_.

Membership is in the following name \_\_\_\_\_.

My Farm Bureau Membership number is \_\_\_\_\_.

Telephone number \_\_\_\_\_.

## Exempt Sales Certification

Vendor: **Prairieland FS, Inc.**

1132 Veterans Drive  
Jacksonville, IL 62650

Taxing Jurisdiction: Illinois

Tax Name: Retailer's Occupation (Sales)

The undersigned hereby certifies that purchases from Prairieland FS, Inc. are exempt based on the designation below:

For resale as tangible personal property, including products of agriculture such as feed, seed, fertilizer and chemicals. **Resale Number:** \_\_\_\_\_  
**Ag Use Number:** 0110

For use primarily in production agriculture as qualifying farm machinery and equipment.

For use in manufacturing or assembling of tangible personal property for wholesale or retail sale or lease. **Resale Number:** \_\_\_\_\_

For use as qualifying rolling stock. **Cert. of Authority #:** \_\_\_\_\_

For use by a state or local government, non-profit educational organization, charity, church or school. **Exemption Number:** \_\_\_\_\_

In consideration of the above named vendor's reliance on this Exempt Sales Certification, the undersigned agrees to reimburse the vendor any and all assessments resulting from a refusal by the taxing jurisdiction to recognize this certification.

Under penalties of perjury, I state that I have examined this certification and, to the best of my knowledge, it is true, correct and complete.

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser Name (please print)

\_\_\_\_\_  
Purchaser Address

\_\_\_\_\_  
Purchaser City, State and Zip

Ways to Submit Application:

- Email to [hmill@prlfs.com](mailto:hmill@prlfs.com)
- Fax to 217-291-1006
- Mail to: Prairieland FS, Inc.  
1132 Veterans Dr., Jacksonville, IL 62650

12-2013