

SALES TERMS AND CREDIT AGREEMENT

All sales made by Ag Valley Cooperative, Nonstock, (Edison, Nebraska) (the "Cooperative") to the Applicant are due and payable upon delivery whether to Applicant or to an applicator on behalf of Applicant, except for sales on accounts which have established a credit relationship with the Cooperative ("Credit Sales"). Applicant agrees and acknowledges that delivery of goods and/or services (collectively "Products") to a representative, agent or applicator is deemed to be a delivery to and acceptance by Applicant. Unless other written documents signed by the Cooperative state otherwise, all Credit Sales are due and payable in full within 30 days of the date of the invoice. No terms or conditions of any sale different from the Cooperative's terms of sale will become part of any agreement unless approved in writing by the Cooperative. A finance charge of the lesser of 1.333% per month (16% Annual Percentage Rate) or the highest amount permitted by applicable law may be assessed against sales which have not been timely paid. Applicant agrees that all other terms and conditions of sale shall be governed by the Cooperative's bylaws, credit policies, invoice, or other documents which may be sent to Applicant after delivery of the Products. For those accounts which incur finance charges, the Cooperative may apply payments or credits first to finance charges and subsequently to outstanding invoice balances at the discretion of the Cooperative.

Upon the Cooperative's approval, the Cooperative will assign Applicant a maximum credit amount ("Credit Limit"). Applicant agrees to provide the Cooperative with a current financial statement, upon the Cooperative's request, which Applicant represents accurately states Applicant's financial condition as of the date of such financial statement and Applicant understands that the Cooperative will rely on the accuracy of the financial information in deciding to extend credit and set a Credit limit. Should the account balance exceed any established Credit Limit, liability for payment additionally extends to the entire balance. The Cooperative has the right to reduce the Credit Limit and/or withdraw credit under this Credit Agreement at any time without prior notice, except as otherwise provided by the law. The Cooperative reserves the right to revoke credit or demand full payment if Applicant fails to pay when due or, if in the sole discretion of the Cooperative, there has been an adverse change in buyer's ability to repay credit extended by the Cooperative, whereupon the Cooperative shall have the right to demand payment or other assurance which is deemed adequate, and the Cooperative is hereby authorized to file any lien available to vendors and/or applicators of Products in the manner provided by applicable law notwithstanding the terms of agreements between Applicant and the Cooperative. The Cooperative does not waive its rights by accepting late payments.

This Credit Agreement shall be governed and construed in accordance with the laws of the State of Nebraska. If any provision contained in this Credit Agreement is determined by a court to be in conflict with applicable law, that provision shall be considered changed or omitted to conform to such law, but all other provisions of this Agreement shall remain in full force and effect. Nothing in this Agreement shall be deemed to limit the Cooperative's collection rights or remedies. Applicant agrees to pay reasonable attorney fees and costs of collection. THIS CREDIT AGREEMENT, INCLUDING ANY COLLECTION ACTIONS, AND PRODUCT EFFICACY CLAIMS, MAY BE ENFORCED IN ANY COURT OF APPROPRIATE JURISDICTION SITTING IN FURNAS COUNTY, NEBRASKA AND APPLICANT WAIVES ANY ARGUMENT THAT SUCH FORUM IS NOT CONVENIENT. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE COOPERATIVE AND APPLICANT WAIVE THEIR RIGHTS TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS CREDIT AGREEMENT WITH CREDIT SALES BETWEEN APPLICANT AND THE COOPERATIVE.

Applicant agrees to be bound by the terms of the warranty limitations and the disclaimers contained on any product labels and invoices. APPLICANT UNDERSTANDS SUCH DISCLAIMERS LIMIT ANY RIGHT TO A REFUND OF THE PURCHASE PRICE OR APPLICANT'S OBLIGATION TO REPAY CREDIT EXTENDED BY THE COOPERATIVE FOR ANY PORTION OF THE PURCHASE PRICE, AND APPLICANT AGREES THIS IS A REASONABLE LIMITATION. Applicant also acknowledges that the Cooperative assumes no duty to Applicant in the event that any of its representatives make a recommendation as to the selection, application or use of a Product and that any such recommendation is without consideration and informational only. Applicant shall be solely responsible for the ultimate selection, application or use of all Products purchased from the Cooperative. Applicant represents to the Cooperative that it intends to use Products financed by the Cooperative under this application and Agreement in Applicant's business operations and not for personal, family or household purposes.

The undersigned, being either the Applicant or an individual authorized to act on behalf of the Applicant, offers this information to the Cooperative to induce consideration for credit. The undersigned hereby acknowledge and agree to all terms and conditions of this Credit Application and Agreement and to the Cooperative's bylaws and credit policies, as amended from time to time. The

undersigned certifies the information submitted is true and correct, and authorizes the Cooperative to verify any information deemed necessary to make a credit determination. The Applicant further authorizes the Cooperative to request and obtain a copy of the Applicant's most recent financial statements, if available, from its bank, other agency, or accountant to support application information. THE UNDERSIGNED INDIVIDUAL WHO IS EITHER A PRINCIPAL OF THE APPLICANT OR A SOLE PROPRIETOR, RECOGNIZING THAT HIS OR HER INDIVIDUAL CREDIT HISTORY MAY BE A FACTOR IN THE EVALUATION OF THE CREDITWORTHINESS OF THE APPLICANT, HEREBY CONSENTS TO AND AUTHORIZES THE USE OF A CREDIT REPORT ON THE UNDERSIGNED BY THE COOPERATIVE, FROM TIME TO TIME AS MAY BE NEEDED, IN THE CREDIT EVALUATION PROCESS. The undersigned, on his/her own behalf and on behalf of the Applicant, hereby authorizes the Cooperative to provide a copy of this Agreement to such parties as evidence of Applicant's consent to release of such information.

APPLICANT:

CO-APPLICANT:

Signature: _____
Print: _____
Title: _____
Date: _____

Signature: _____
Print: _____
Title: _____
Date: _____

INDIVIDUAL GUARANTY FOR ENTITY DEBT

The undersigned individual guarantor(s) hereby personally and unconditionally guarantee the payment and performance of all indebtedness and obligations due and owing the Cooperative by the Applicant. The undersigned further agrees to pay all of the Cooperative's costs of collection, including reasonable attorneys fees if allowed under applicable law, in endeavoring to collect or enforce any of Applicant's obligations. Guarantor(s) further authorize(s) the Cooperative to obtain any and all credit or asset report(s) on guarantor(s). The Cooperative shall not be required to first proceed against the Applicant on any past due obligations; this guaranty being absolute in respect to prompt payment. The undersigned charges his/her separate property which is now owned or hereafter acquired, and waives notice of granting of credit from time to time by the Customer to the Applicant as well as waives notice of any nonpayment by the Applicant of accounts when due. This guaranty shall continue indefinitely and nothing shall affect the liability of the undersigned except written notice of the discontinuance thereof, but such termination shall not affect then existing obligations of the Applicant and the liability of the undersigned with respect thereto shall continue and be binding upon his/her heirs, administration, successors, and assigns. **The undersigned personal guarantor(s), recognizing his or her individual credit history may be a necessary factor in the evaluation of this personal guaranty, hereby consent(s) to and authorize(s) the use of consumer credit report on the undersigned by the Cooperative, from time to time as may be needed, in the credit evaluation process.**

Signature _____
Print: _____
Date: _____

Signature: _____
Print: _____
Date: _____

ACCEPTANCE AND APPROVAL

The Credit Application and Credit Agreement, and Individual Guaranty for Entity Debt, if applicable, are hereby acknowledged, agreed and accepted by Ag Valley Cooperative, Nonstock.

Signature _____
Print: _____
Title: _____
Date: _____

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Part I Taxpayer Identification Number (TIN)																																																													
<p>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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>																																																													
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Part II Certification	
<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> 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. <p>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 for Part II, later.</p>	

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.