

Location



Dakota Agronomy Partners, LLC
1800 13th St SE
Minot, ND 58701

www.dakotaagronomy.com
701-852-3567

Date:

IMPORTANT NOTICE
PLEASE RETURN ASAP

To:

Thank you for doing business with Dakota Agronomy Partners! We are excited to be a partner in support of your success by offering knowledge, expertise, and services that return value to you, our cooperative member!

Dakota Agronomy Partners LLC is comprised of three partners: CHS SunPrairie, Enerbase, and Border Ag & Energy. *In order to properly set-up an account for you, we are required to have the enclosed additional forms on file so that you may receive ALL the patronage in which you are entitled from each partner.*

☐ **REQUIRED - CHS Patronage Application** — This enables you to earn patronage thru CHS SunPrairie for purchases made at Dakota Agronomy Partners (Consent)

- One individual name / SSN OR One entity name / FIN (must match IRS records)
- In the consent area of the form, please mark only one of the choices
- Pages 1 & 2 required. Additional form for an entity as noted

☐ **REQUIRED - Enerbase Patronage Application** — This enables you to earn patronage thru Enerbase for purchases made at Dakota Agronomy Partners

- One individual name / SSN OR one entity name / FIN (must match IRS records)

☐ **REQUIRED - Border Ag & Energy Patronage Application** — This enables you to earn patronage thru Border Ag & Energy for purchases made at Dakota Agronomy Partners

- One individual name / SSN OR one entity name / FIN (must match IRS records)

☐ **REQUIRED - Dakota Agronomy Partners Credit Application** - This is required to ensure you have the proper line of monthly revolving credit in place should your operation require it.

- No charging of merchandise will be allowed without an application on file.
- ***If you do not need a charge account, simply fill in the first section – put \$0.00 – and sign/date at the bottom**
- Please enter a \$ amount requested, or your limit will be reviewed for \$50,000. If you need a limit of more than \$50,000, please furnish financial information on the backside of the form or supply a balance sheet from your primary lender. **STATEMENT BALANCES ARE DUE THE 20TH OF THE MONTH**
- Please sign and date the front of the application

For your convenience, a return envelope has been included to mail the forms directly to the attention of Sue Schoenberg.

Or scan and email directly to sue.schoenberg@chsinc.com

If you have any questions, please call. We would be happy to help!

Sue Schoenberg

Finance and Credit Mgr -701-857-9323

sue.schoenberg@chsinc.com

| AGRIS ID | BP# |
|----------|-----|
| | |

HOW DO I EARN PATRONAGE THROUGH DAKOTA AGRONOMY?

Dakota Agronomy Partners is owned by three parent cooperatives.
The ownership is as followed:



26%
ownership



59%
ownership



15%
ownership



When doing business with Dakota Agronomy Partners you earn patronage back on every purchase made. Patronage earned through DAP is paid out through our parent companies and is based on the ownership percentage of each cooperative. So when you receive your patronage from CHS SunPrairie, Enerbase and Border Ag & Energy look for the DAP line listed and that is the amount you earned back from DAP.



CHS Inc. Membership and Patronage Application and Eligibility Form

For Office Use Only

SAP BP number: _____
Profit Center Group/location: _____
Legacy system customer#: _____
Patron Type: _____

*Required information

| | | | | | |
|--|--------|------------|---|--|--|
| _____ | | | _____ | | |
| *Print Legal name of individual or entity (as recorded with the IRS) | | | *Telephone (include area code) | | |
| _____ | | | _____ | | |
| Care of name/attention/doing business as name | | | *Email address | | |
| _____ | | | _____ | | |
| *Mailing address | | | *Birth date (if individual) | | |
| _____ | | | _____ | | |
| _____ | _____ | _____ | _____ | | |
| *City | *State | * ZIP code | Incorporation date (if entity/organization) | | |

*Please make **ONE** selection from options 1 – 12, that best describes the operation of the person or entity seeking CHS membership and/or patronage (see last page for more detailed descriptions of key terms used in this application)

Individuals (applicant must be minimum of age 18)

- ☐ 1. Domestic individual producer of agricultural products engaged in agricultural production (P002; Patr&Vote Eligible; Producer Rdmpt)
Including landowner participating in crop-sharing arrangement. Cash rent does not qualify
- ☐ 2. Canadian individual producer of agricultural products engaged in agricultural production (P002; Patr Elig; Vote Inelig; Producer Rdmpt)
- ☐ 3. Individual not engaged in agricultural production, includes landowner receiving exclusively cash rent (P013; Patr&Vote Inelig; Producer Rdmpt)

Agricultural operations owned by individual producers of agricultural products (i.e., farming, ranching, etc.)

If option 4, 5 or 6 is selected, **MUST complete** form #1 located on **page 3** for this application to be considered.

- ☐ 4. Family farm operation engaged in agricultural production and owned by individual agricultural producer(s) and/or family groups (P004; Patr & Vote Eligible; Producer Rdmpt)
- ☐ 5. Trust or estate engaged in agricultural production owned by agricultural producers operating for the benefit of beneficiaries or heirs (P005; Patr & Vote Eligible; Producer Rdmpt)
- ☐ 6. Community of individuals engaged in communal agricultural production (P006; Patr & Vote Eligible; Annual Rdmpt)

Entities wholly (100%) owned by one or more members of CHS not described in options 4, 5, and 6 above.

If option 7 is selected, **the applicant MUST complete** form #2 located on **page 4** for this application to be considered.

- ☐ 7. Limited liability company, partnership, corporation, or any other legal entity wholly (100%) owned by CHS members (a “qualifying entity”) (P011; Patr Eligible & Vote Ineligible; Annual Rdmpt)

Entities owned by one or more entities, including at least 20% ownership by qualifying associations or producers of agricultural products.

If option 8 is selected, **the applicant MUST complete** form #3 located on **page 5** for this application to be considered.

- ☐ 8. Limited liability company, corporation, or any other legal entity at least 20% owned by qualifying associations or producers of agricultural products. (P010; Patr Eligible & Vote Ineligible; Annual Rdmpt)

Nonagricultural Entities and/or Businesses

- ☐ 9. Entity and/or business is not engaged in agricultural production. (P008; Patr Ineligible & Vote Ineligible; Annual Rdmpt)
- ☐ 10. Entity is a school, church or municipal, state, or federal government agency. (P009; Patr Ineligible & Vote Ineligible; Annual Rdmpt)

Cooperative Associations

Please make **ONE** selection from options 11 or 12, that best describes membership of the cooperatives seeking CHS membership (see last page for more detailed descriptions of key terms used in this application)

- **MUST provide copies of cooperative's articles of Incorporation, bylaws** and/or other governance documents for this application to be considered.

☐ **11. Class A cooperative member** (P001; Patr Eligible & Vote Eligible; Annual Rdmtpt)

A domestic association of producers of agricultural products or an organization operating on a cooperative basis (for purposes of Subchapter T of the Internal Revenue Code) that satisfies each of the following conditions:

- (i) Voting members of the cooperative's board of directors must consist entirely of producers of agricultural products AND
- (ii) Voting members of the cooperative must consist entirely of producers of agricultural products

☐ **12. Class B cooperative member** (P001; Patr Eligible & Vote Ineligible; Annual Rdmtpt)

A domestic association that is currently operating on a cooperative basis (for purposes of Subchapter T of the Internal Revenue Code) that is not eligible to be a Class A cooperative member

***Consent** – Please mark **ONE** section below, either select (1-Consent) **or** (2-Waiver) below.

☐ **1. Consent** - By checking this box, entering my typed name below and submitting this form, I consent to include in my gross income for federal income tax purposes in the year of receipt in the manner provided in Section 1385(a) of the Internal Revenue Code the stated dollar amount of each written notice of allocation which I receive from CHS Inc. and its successors with respect to my patronage occurring during the current and all subsequent taxable years. This consent does not apply to any written notices of allocation labeled "nonqualified." Under Section 1385(b), written notices of allocation attributable to personal, living or family items and those properly taken into account as an adjustment to basis of property need not be included in gross income. This written consent shall be revocable by me in writing at any time.

I also acknowledge receipt of the CHS Inc. Consent Bylaw and Statement of Significance set forth on the final page of the application, which provides additional information about my consent (*eligible to receive patronage*).

☐ **2. Waiver** - By checking this box, entering my typed name below and submitting this form, I waive any patronage dividends that I may be eligible to receive arising out of my business with CHS Inc. and its successors during its current and subsequent fiscal years. This disclaimer of patronage dividends shall be valid until revoked by me in writing in accordance with federal income tax laws (*i.e., I/we do not desire to receive patronage*).

* _____ *or _____ *or _____
Social Security Number **Federal Identification Number** **Canadian Taxpayer Number or Equivalent**
(U.S. individuals) (U.S. entities/cooperatives) (Canadian producers)

The undersigned certifies and acknowledges:

All information provided on this CHS Inc. Membership and Patronage Application and Eligibility Form is true and correct. The number recorded on this form is the correct taxpayer identification number to be used for the account named on the first line of this form. It is important to note that only one number can be used, and that number should match the number on file with the IRS. This is the number under which CHS will report patronage earnings.

Also, by completing this Patronage Application and Eligibility Form, the applicant acknowledges that CHS may request information or documentation from the applicant to verify the information provided. Accordingly, the applicant agrees to provide that information to CHS or its representatives upon request, as well as to make its employees and/or officers available as CHS may reasonably request, for the limited purpose of verification of this Patronage Application and Eligibility Form.

The applicant further acknowledges that membership and patronage applications are approved in the sole discretion of the CHS Board of Directors and its delegates.

* _____ * _____
Date **Signature of applicant or authorized signatory granted authority to act on behalf of applicant**

Title of officer if applicant is an entity

Return form to the CHS location that applicant will conduct business.
For questions call 1-800-535-4645 or email patron.equities@chsinco.com

Form #1**CERTIFICATION OF AGRICULTURAL PRODUCER STATUS****Must be completed** when selecting options 4, 5 or 6 on page 1 above***Required information**

We, the undersigned, do hereby certify to CHS Inc. ("CHS") that the above-named agricultural operation, hereinafter referred to as the "Operation", is organized to perform, and in fact does perform, the following activities.

***Describe activities of the Agricultural Operation:**

1. The Operation has applied for membership in, and patronage consideration from, CHS and the Operation is engaged in the production of one or more agricultural products operating as a family farm operation.
2. The Operation acknowledges that CHS issues patronage refunds only to "producers of agricultural products" (as defined in the CHS Articles of Incorporation).
3. The Operation certifies to CHS that all business transactions with CHS **will be solely for the production of one or more agricultural products.**

| *Owner Name | *Date of Birth | *Ownership % | *Owner's Tax Id# | *Agricultural Producer or Eligible to be CHS Member (yes or no) |
|--------------------|-----------------------|---------------------|-------------------------|--|
| <hr/> | <hr/> | <hr/> | <hr/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <hr/> | <hr/> | <hr/> | <hr/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <hr/> | <hr/> | <hr/> | <hr/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <hr/> | <hr/> | <hr/> | <hr/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <hr/> | <hr/> | <hr/> | <hr/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

*Ownership% must total to 100%. If more space is needed, please attach a list.

*
Date

*
Authorized signatory granted authority to act on behalf of agricultural operation

Title of authorized signatory of agricultural operation

Form #2**CERTIFICATION OF OWNERSHIP OF ENTITIES WHOLLY (100%)
OWNED BY ONE OR MORE CHS MEMBERS****Must be completed** when selecting option 7 on page 1 above***Required information**

The above-named Applicant is owned by the following individuals/entities:

| *Owner Name | *City/State | *Ownership % | *Owner's Tax Id# | *CHS Member (yes or no) |
|--------------------|--------------------|---------------------|-------------------------|--|
| _____ | _____ | _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| _____ | _____ | _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| _____ | _____ | _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| _____ | _____ | _____ | _____ | <input type="checkbox"/> Yes <input type="checkbox"/> No |

* Ownership% must total to 100%. If more space is needed, please attach a list.

***Describe activities of the Entity:**

The above-named Entity hereby certifies that it is wholly (100%) owned by members of CHS. Patron Equities will contact applicant if the owner names listed above cannot be identified as CHS members.*

Date*

Authorized signatory granted authority to act on behalf of applicant_____
Title of officer of entity

Form #3**CERTIFICATION OF OWNERSHIP OF ENTITIES A MINIMUM 20%
OWNED BY ONE OR MORE QUALIFYING ASSOCIATIONS OR
AGRICULTURAL PRODUCERS****Must be completed** when selecting option 8 on page 1 above***Required information**

The above-named Applicant is owned by the following individuals/entities:

| *Owner Name | *City/State | *Ownership % | *Owner's Tax Id# | *Agricultural Producers or Qualifying Association (yes or no) |
|-------------|-------------|--------------|------------------|---|
| | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |

* Ownership% must total to 100%. If more space is needed, please attach a list.

***Describe activities of the Entity:**

The above-named Entity hereby further certifies and agrees that:

1. At least 20% ownership of the Entity is held by members of CHS or persons eligible to be members of CHS ("Qualifying Associations or Agricultural Producers"); and
2. A minimum of 75% of the business of the Entity as measured in dollars must either: (A) be done with or for Qualifying Associations or Agricultural Producers and must relate to the production, processing, or transportation of agricultural products; provided, however, that business activity by which the Entity purchases agricultural products from a marketer of such products or a producer of such products that is not the Entity (or one of its owners/members) and resells such agricultural products to CHS will not be eligible for patronage or Domestic Production Activity Deduction (DPAD) and will be excluded from the determination of whether the Entity satisfies the eligibility requirements in this paragraph (2), or (B) involve the sale of Cenex[®] refined fuels directly or indirectly through Cenex branded retail fuel facilities servicing agricultural communities having populations of no more than 1 million people.

Agricultural products purchased from a marketer of such products or a producer of such products that is not the Entity (or one of its owners/members) and resold to CHS may be required to be provided upon request to substantiate the 75% requirement.

The above-named Entity hereby certifies that (i) its ownership is at least 20% held by members of CHS or those eligible to be members of CHS, and (ii) 75% of the business conducted by the entity is as described above.

*
Date*
Authorized signatory granted authority to act on behalf of applicant_____
Title of officer of entity

DESCRIPTIONS

CHS Inc. a Minnesota cooperative corporation

Producers of Agricultural Products: CHS Articles of Incorporation, Article IV, Section 2 states: For purposes of this Article IV, “producers of agricultural products” shall mean persons (including individuals and joint ventures, corporations, partnerships, limited liability companies, limited liability partnerships, unincorporated associations or other legal entities owned or controlled by individual farmers, ranchers or their family groups) that are engaged in the production of one or more agricultural products, including tenants.

Class A Individual Member: Individual agricultural producers may only qualify to be a Class A Individual Member of CHS. Class A Individual Members must be “producers of agricultural products.” In the CHS Articles of Incorporation, Article IV, Section 2, “producers of agricultural products” is defined to mean “persons (including individuals and joint ventures, corporations, partnerships, limited liability companies, limited liability partnerships, unincorporated associations or other legal entities owned or controlled by individual farmers, ranchers or their family groups) that are engaged in the production of one or more agricultural products, including tenants of land used for the production of such products and lessors of such land that receive as rent therefor any part of the product of such land.”

Canadian Individual Agricultural Producer: Nonmember: Individual agricultural producers (including individuals and joint ventures, corporations, partnerships, limited liability companies, limited liability partnerships, unincorporated associations or other legal entities owned or controlled by individual farmers, ranchers, or their family groups) that are engaged in the production of one or more agricultural products.

Class A Cooperative Association Member: An association of producers of agricultural products may be a Class A cooperative member of CHS only if the association satisfies each of the following conditions of membership as provided in the Articles of Incorporation and the Bylaws of CHS: (i) It currently operates on a US domestic cooperative basis (for purposes of Subchapter T of the US Internal Revenue Code), and (ii) according to its articles of incorporation, bylaws, other governance documents and/or any governance policies, the voting members of the board of directors of the cooperative must and do consist entirely of “producers of agricultural products” as that term is defined in the CHS Articles of Incorporation, Article IV, Section 2, and (iii) according to its articles of incorporation, bylaws, other governance documents and/or any governance policies, the voting membership of the cooperative must and does consist entirely of “producers of agricultural products” as that term is defined in the CHS Articles of Incorporation, Article IV, Section 2.

Class B Cooperative Association Member: An organization may be a Class B cooperative member of CHS only if the association satisfies the following conditions of membership as provided in the Articles of Incorporation and the Bylaws of CHS: The organization currently is operating on a cooperative basis (for purposes of Subchapter T of the Internal Revenue Code).

Qualifying Associations: An association of producers of agricultural products, including but not limited to a Class A, Class B, or Class C Cooperative Association Member of CHS, or such an association that is not a member of CHS but that would meet the requirements of membership.

Consent Bylaw of CHS Inc.

ARTICLE VIII.

Consent

Section 1 - Consent. Each individual or entity that hereafter applies for and is accepted to membership in this cooperative and each member of this cooperative as of the effective date of this bylaw who continues as a member after such date shall, by such act alone, consent that the amount of any distributions with respect to its patronage which are made in written notices of allocation (as defined in 26 U.S.C. §1388), and which are received by the member from this cooperative, will be taken into account by the member at their stated dollar amounts in the manner provided in 26 U.S.C. §1385(a) in the taxable year in which such written notices of allocation are received by the member.

Section 2 - Consent Notification to Members and Prospective Members. Written notification of the adoption of this bylaw, a statement of its significance and a copy of the provision shall be given separately to each member and prospective member before becoming a member of this cooperative.

Section 3 - Consent of Nonmember Patrons. If this cooperative obligates itself to do business with a nonmember on a patronage basis, such nonmember must either: (a) agree in writing, prior to any transaction to be conducted on a patronage basis, that the amount of any distributions with respect to patronage which are made in written notices of allocation (as defined in 26 U.S.C. §1388), and which are received by the nonmember patron from this cooperative, will be taken into account by the nonmember patron at their stated dollar amounts in the manner provided in 26 U.S.C. §1385(a) in the taxable year in which such written notices of allocation are received by the nonmember patron and further, that any revocation of such agreement will terminate this cooperative's obligation to distribute patronage with respect to transactions with such nonmember that occur after the close of this cooperative's fiscal year in which the revocation is received; or (b) consent to take the stated dollar amount of any written notice of allocation into account in the manner provided in 26 U.S.C. §1385 by endorsing and cashing a qualified check as defined in and within the time provided in 26 U.S.C. §1388(c)(2)(C); provided that failure to so consent shall cause the written notice of allocation that accompanies said check to be canceled with no further action on the part of this cooperative.

Statement of Significance

The significance of the above-stated CHS bylaw is that if you become a member of CHS after adoption of the bylaw (and after receipt of this notice), or if you were already a member and remain a member after receipt of notice, any patronage distribution made to you in written notices of allocation (with respect to your patronage of this cooperative for a tax year of this cooperative beginning on or after June 1, 1963, and accompanied by a distribution of 20 percent or more in cash) will be included in your income in the year of receipt at their stated dollar amounts for federal income tax purposes. (However, the patronage distribution does not have to be included in your income if it represents a patronage distribution on the purchase of personal, living or family items or of capital assets or property used in a trade of business subject to depreciation. The patronage distribution relating to capital assets or property used in a trade or business, however, must be used to reduce the cost basis of said assets or property.) The consent does not apply to written notices of allocation labeled “nonqualified.” The amount included in your income will be the full amount of the patronage refund distribution (with the exception above stated), not just the portion of it paid in cash.

Please go to www.CHSinc.com to view our Articles of Incorporation, Bylaws, and Privacy Policy



DEAR PATRON:

To comply with federal laws in reporting 1099 patronage dividends, we must also report the social security number or federal identification number of all patrons receiving dividends. If this is not reported, the internal revenue service will now assess your cooperative a \$50 penalty for each patron not having a social security number or a federal identification number. To comply with federal law and to avoid a \$50 penalty, we need the following information on file.

INDIVIDUAL CONSENT & SUBSTITUTE W-9

I hereby consent to include in my gross income, as how or hereafter provided in the federal income tax laws, the stated dollar amount of each written notice of allocation which I receive from Enerbase with respect to my patronage occurring during the current and all subsequent taxable years of this cooperative. This individual consent shall be revocable by me at any time if in writing.

CHECK THIS BOX IF YOU HAVE BEEN NOTIFIED BY IRS THAT YOU ARE SUBJECT TO BACKUP WITHOLDING ()

() **PRODUCER – HAVE A RISK IN AGRICULTURE**

or

() **NON-PRODUCER**

NAME AS SHOWN ON YOUR INCOME TAX RETURN

SSN: _____ - _____ - _____

BUSINESS NAME, IF DIFFERENT FROM ABOVE

FED ID NUMBER _____

CHECK APPROPRIATE LINE: _____ INDIVIDUAL _____ CORPORATION _____ PARTNERSHIP _____ LIMITED LIABILITY COMPANY
 _____ OTHER _____

MAILING ADDRESS

PHONE _____

CITY STATE ZIP CODE

E-MAIL ADDRESS _____

DOB: ____/____/____

Under the penalties of perjury, I certify that the information provided on this form is true, correct, and complete.

SIGNATURE

PRINT NAME

TITLE

DATE



Dear Patron:

To comply with federal laws in reporting 1099 patronage dividend, we must also report the social security number or federal identification number of all patrons receiving dividends. If this is not reported, the internal revenue service will now assess your cooperative a \$50 penalty for each patron not having a social security number or federal identification number. To comply with federal law and avoid a \$50 penalty, we need the following information on file.

INDIVIDUAL CONSENT & CERTIFICATION OF TAXPAYER I.D. NUMBER

I hereby consent to include in my gross income, as now or hereafter provided in the federal income tax laws, the stated dollar amount of each written notice of allocation which I receive from **Border Ag and Energy** with respect to my patronage occurring during the current and all subsequent taxable years of this cooperative. This consent shall be revocable by me at any time if in writing.

() PRODUCER () NON-PRODUCER

NAME AS SHOWN ON YOUR INCOME TAX RETURN

BUSINESS NAME, IF DIFFERENT FROM ABOVE

ENTITY TYPE: INDIVIDUAL_____ CORPORATION_____ PARTNERSHIP_____
LIMITED LIABILITY COMPANY_____ OTHER_____

SSN _____ - _____ - _____ FED ID # _____ - _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE _____

DOB: _____ / _____ / _____ PHONE # _____

Everything that I have stated in this application is true, correct and complete to the best of my knowledge.

SIGNATURE

PRINT NAME

TITLE

DATE: _____



APPLICATION FOR CREDIT

Dakota Agronomy Partners, LLC

Main Office: 1800 13th ST SE | Minot, ND 58701
Phone (701)852-3567

For Office Use Only

Patron # _____
Credit Limit \$ _____
Approval _____
Date _____

PRODUCTS PLANNING TO PURCHASE:

CREDIT NEEDED: \$ _____

INDIVIDUAL: (As recorded with IRS)

| | | | | |
|--------------------|--------------------------|-----------------|-------------------------|----------------|
| Last Name: | First Name: | Middle Initial: | Social Security Number: | Date of Birth: |
| Address: | | City: | State: | Zip Code: |
| Home Phone Number: | Cell Phone / Fax Number: | Email Address: | | |
| Previous Address: | City: | State: | Zip Code: | |

BUSINESS: (As recorded with IRS)

| | | | |
|----------------------------|--------------------|----------------------------|--|
| Legal Name: | Contact Person: | | |
| Physical Address / PO Box: | City: | State: | Zip Code: |
| Business Phone: | Fax Number: | Email Address: | |
| Federal Tax ID Number: | Tax Exempt Number: | Type of Business: | Individual <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Other: _____ |
| | | Corporation - Date of Inc: | State of Inc: _____ |

AUTHORIZED SIGNER:

| | | |
|---|--------------------|--------|
| If you are applying as a business, are you an authorized signer? <input type="checkbox"/> No <input type="checkbox"/> Yes | Please Print Name: | Title: |
|---|--------------------|--------|

BANK REFERENCES:

| | | | | | |
|--|------------|-----------------|------------------------|---------------|-------------|
| Operating Line: <input type="checkbox"/> No <input type="checkbox"/> Yes | Bank Name: | Contact Person: | Location: (City/State) | Phone Number: | Fax Number: |
| Checking/Saving: <input type="checkbox"/> No <input type="checkbox"/> Yes | Bank Name: | Contact Person: | Location: (City/State) | Phone Number: | Fax Number: |

CREDIT / TRADE REFERENCES:

| | | | | |
|-------|-----------------|-----------|---------------|-------------|
| Name: | Account Number: | Location: | Phone Number: | Fax Number: |
| Name: | Account Number: | Location: | Phone Number: | Fax Number: |

CO-APPLICANT: (If Applicable)

| | | | | | |
|---|--------------------------|----------------------------|-------------------------|----------------|-------------|
| Last Name: | First Name: | Middle Initial: | Social Security Number: | Date of Birth: | |
| Address: | | City: | State: | Zip Code: | |
| Home Phone Number: | Cell Phone / Fax Number: | Relationship to Applicant: | | | |
| Bank Reference: Operating / Checking | Bank Name: | Contact Person: | Location: (City/State) | Phone Number: | Fax Number: |

GUARANTOR: (For Business Applicants)

| | | | | | |
|---|--------------------------|----------------------------|-------------------------|----------------|-------------|
| Last Name: | First Name: | Middle Initial: | Social Security Number: | Date of Birth: | |
| Address: | | City: | State: | Zip Code: | |
| Home Phone Number: | Cell Phone / Fax Number: | Relationship to Applicant: | | | |
| Bank Reference: Operating / Checking | Bank Name: | Contact Person: | Location: (City/State) | Phone Number: | Fax Number: |

THIS SECTION APPLIES TO INDIVIDUAL GUARANTORS. GUARANTORS AUTHORIZE CHS, INC., ACTING ON BEHALF OF DAKOTA AGRONOMY PARTNERS, LLC TO OBTAIN AND USE CREDIT, INCOME, EMPLOYMENT, OR OTHER INFORMATION ABOUT GUARANTORS FROM CONSUMER-REPORTING AGENCIES AND OTHERS, FOR ANY LEGITIMATE PURPOSE, INCLUDING EXTENDING CREDIT, SERVICING, THE ONGOING REVIEW OR COLLECTION OF YOUR ACCOUNT, OR TO CONSIDER YOU FOR OTHER PRODUCTS AND SERVICES, AS PERMITTED BY LAW. WE MAY REPORT INFORMATION ABOUT GUARANTORS AND THIS ACCOUNT TO CREDIT REPORTING AGENCIES. WE NORMALLY REPORTS TO CREDIT REPORTING AGENCIES EACH MONTH. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON THIS ACCOUNT MAY BE SHOWN IN YOUR CREDIT REPORT.

EACH OF THE UNDERSIGNED HEREBY GUARANTEES FULL PAYMENT OF ALL PRESENT AND FUTURE INDEBTEDNESS OF THE APPLICANT. THIS GUARANTEE IS OPEN AND CONTINUOUS AND IS GIVEN TO INDUCE DAKOTA AGRONOMY PARTNERS, LLC TO EXTEND CREDIT TO THE APPLICANT(S). THIS PERSONAL GUARANTEE SHALL REMAIN EFFECTIVE UNTIL REVOKED BY THE UNDERSIGNED BY NOTICE IN WRITING TO DAKOTA AGRONOMY PARTNERS, LLC. HOWEVER, SUCH A REVOCATION SHALL BE EFFECTIVE ONLY TO AMOUNTS DUE WHICH ARISE OUT OF NEW CONTRACTS OR TRANSACTIONS ENTERED INTO MORE THAN 30 DAYS AFTER RECEIPT OF NOTICE BY DAKOTA AGRONOMY PARTNERS, LLC. SUCH NOTICE MUST BE GIVEN BY CERTIFIED MAIL TO DAKOTA AGRONOMY PARTNERS, LLC. AT ANY DAKOTA AGRONOMY PARTNERS, LLC MAY, WITHOUT NOTICE, EXTEND CREDIT TO APPLICANT OR MODIFY, RENEW, EXTEND, OR COMPROMISE ANY INDEBTEDNESS TAKE, SUBORDINATE, OR RELEASE ANY SECURITY INTERESTS; RELEASE APPLICANT OR ANY OTHER GUARANTOR FROM ANY LIABILITY FOR INDEBTEDNESS AND OTHERWISE DEAL WITH APPLICANT AND OTHER GUARANTORS IN ANY MANNER DEEMED FIT, WITHOUT WAIVING THE EFFECTIVENESS OF THIS PERSONAL GUARANTEE. EACH GUARANTOR WAIVES PRESENTMENT, DEMAND, PROTESTS, AND NOTICE OF ANY KIND, IF THERE IS MORE THAN ONE GUARANTOR, THE OBLIGATIONS ARE JOINT AND SEVERAL. DAKOTA AGRONOMY PARTNERS, LLC MAY BRING A SEPARATE ACTION AGAINST ANY GUARANTOR WITHOUT FIRST PROCEEDING AGAINST THE APPLICANT, OR ANY OTHER PERSON OR SECURITY, AND WITHOUT PURSUING ANY OTHER REMEDY. IN ANY PROCEEDING TO INTERPRET OR ENFORCE THIS PERSONAL GUARANTEE, DAKOTA AGRONOMY PARTNERS, LLC SHALL BE ENTITLED TO RECOVER ALL OF ITS COSTS AND ATTORNEY FEES FROM ANY PERSONAL GUARANTOR. ALL NOTICES REGARDING THIS PERSONAL GUARANTEE MUST BE SENT TO DAKOTA AGRONOMY PARTNERS, LLC AT 1800 13TH STREET SE MINOT, ND 58701.

YOU FURTHER ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THE TERMS OF THIS AGREEMENT INCLUDED ON PAGE TWO OF THIS APPLICATION. YOU AUTHORIZE CHS, INC., ACTING ON BEHALF OF DAKOTA AGRONOMY PARTNERS, LLC TO CONTACT REFERENCES AND OBTAIN FINANCIAL INFORMATION, INCLUDING BUT NOT LIMITED TO A CREDIT REPORT ON APPLICANT, NOW AND IN THE FUTURE AS WE DEEM NECESSARY. BY PROVIDING YOUR FINANCIAL STATEMENTS TO CHS INC., YOU AUTHORIZE CHS INC., TO SHARE FINANCIAL STATEMENTS WITH DAKOTA AGRONOMY PARTNERS, LLC TO REVIEW YOUR CONTINUED CREDIT ELIGIBILITY. YOU UNDERSTAND THAT WE WILL RETAIN THIS APPLICATION WHETHER OR NOT IT IS APPROVED.

IF APPLICANT IS AN ENTITY, APPLICANT REPRESENTS AND WARRANTS THAT THE APPLICANT: (1) IS DULY ORGANIZED, VALIDLY EXISTING AND IN GOOD STANDING UNDER THE LAWS OF THE APPLICABLE JURISDICTION; (2) IS DULY QUALIFIED TO DO BUSINESS IN SAID JURISDICTION; AND (3) HAS THE FULL RIGHT, ORGANIZATIONAL POWER AND AUTHORITY TO MAKE THIS APPLICATION AND PERFORM ITS OBLIGATIONS HEREUNDER. BY SIGNING BELOW, THE UNDERSIGNED ATTESTS THAT HE OR SHE IS DULY AUTHORIZED TO SIGN THIS APPLICATION AND OTHER DOCUMENTS OR INSTRUMENTS IN CONNECTION THEREWITH ON BEHALF OF THE APPLICANT.

| | | | | |
|----------------------|--------------------|-------|------------------------|---------------------|
| Individual Signature | Business Signature | Title | Co-Applicant Signature | Guarantor Signature |
| Date | Date | Date | Date | Date |

****FOR CREDIT REQUESTS OVER \$50,000 - PLEASE ATTACH A CURRENT SIGNED BALANCE SHEET.**

FINANCIAL INFORMATION: LENDER PREPARED BALANCE SHEET PREFERRED

BALANCE SHEET AS OF _____ FOR _____ (NAME OF INDIVIDUAL OR BUSINESS)
OR, PLEASE ATTACH YOUR MOST RECENT BALANCE SHEET. (NOTE : ALL INFORMATION MUST BE COMPLETED TO
RECEIVE CONSIDERATION FOR ANY CREDIT LIMIT REQUESTS GREATER THAN \$50,000)

| ASSETS | | DEBT & NET WORTH | |
|-------------------------------|----|---|----|
| CASH & INVESTMENTS | \$ | ACCOUNTS PAYABLE | \$ |
| CROP INVENTORY TOTAL | | NOTES DUE WITH BANK | |
| LIVESTOCK INVENTORY | | CURRENT PORTION - TERM DEBT (DUE 1 YR.) | |
| PRE-PAID EXPENSES - CROPS | | LAND RENT PAYABLE | |
| NOTES / ACCOUNTS RECEIVABLE | | CREDIT CARD DEBT | |
| OTHER CURRENT ASSETS (_____) | | OTHER CURRENT DEBT (CONTRACT FOR DEED) | |
| TOTAL CURRENT ASSETS | \$ | TOTAL CURRENT DEBT | \$ |
| MACHINERY & EQUIP. TOTAL | | EQUIP. LOANS (NET OF CURRENT ABOVE) | |
| FARM REAL ESTATE | | VEHICLE LOANS | |
| IRA'S & SECURITIES | | REAL ESTATE LOANS (NET OF CURRENT) | |
| OTHER FIXED ASSETS (_____) | | | |
| TOTAL LONG TERM ASSETS | \$ | TOTAL LONG TERM DEBT | \$ |
| TOTAL ASSETS | \$ | TOTAL LIABILITIES | \$ |
| | | NET WORTH | \$ |

- IN THE AGREEMENT "YOU" AND "YOUR" IS THE APPLICANT(S), AND DAKOTA AGRONOMY PARTNERS, LLC "WE", "US" OR "OUR" IS DAKOTA AGRONOMY PARTNERS, LLC OR CHS, INC., ACTING ON DAKOTA AGRONOMY PARTNERS, LLC'S BEHALF FOR THE PURPOSES OF CREDIT REVIEW AND UNDERWRITING.
- YOU AGREE TO PAY US FOR CREDIT EXTENDED ON THIS ACCOUNT PURSUANT TO THIS AGREEMENT, TOGETHER WITH ALL APPLICABLE CHARGES. YOU AGREE THAT THIS ACCOUNT SHALL **BE USED ONLY FOR BUSINESS OR AGRICULTURAL PURPOSES** AND NOT PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.
- YOU WILL RECEIVE A MONTHLY ACCOUNT STATEMENT SHOWING THE PURCHASES FOR THE PRIOR MONTH. YOU AGREE TO PAY THE ENTIRE BALANCE SHOWING ON YOUR ACCOUNT STATEMENT BY THE PAYMENT DUE DATE, AND YOU UNDERSTAND THAT WE MAY IMPOSE A **FINANCE CHARGE OF 1.5% PER MONTH (WHICH IS AN ANNUAL RATE OF 18%)**, OR AS APPLICABLE ACCORDING TO STATE LAW, IF ANY PORTION OF YOUR BALANCE REMAINS UNPAID BEYOND THAT DATE.
- WE WILL SET YOUR CREDIT LIMIT AND THIS IS THE MAXIMUM AMOUNT YOU MAY CHARGE ON YOUR ACCOUNT. WE MAY REFUSE TO EXTEND ADDITIONAL CREDIT AT ANY TIME.
- THE FINANCE CHARGE ON THE ACCOUNT IS COMPUTED BY ADDING THE BALANCE OUTSTANDING EACH DAY IN THE BILLING PERIOD DIVIDED BY THE NUMBER OF DAYS IN THAT PERIOD. THE BALANCE OUTSTANDING EACH DAY IS DETERMINED BY ADDING ANY PURCHASES AND CHARGES AND SUBTRACTING PAYMENTS AND CREDITS FROM THE BALANCE OUTSTANDING. THE MINIMUM CHARGE IS \$0.50 PER MONTH. INTEREST MAY BE COMPOUNDED AT OUR DISCRETION IF PERMITTED BY LAW.
- PAYMENTS SHALL BE APPLIED FIRST TO THE UNPAID **FINANCE CHARGE**, THEN TO THE REMAINING OUTSTANDING BALANCE.
- IN THE EVENT THAT COLLECTION PROCEEDINGS ARE INSTITUTED TO COLLECT ANY BALANCE DUE, YOU AGREE TO PAY ALL COLLECTION COSTS, INCLUDING ATTORNEYS' FEES, LEGAL EXPENSES AND OTHER COSTS AND EXPENSES TO COLLECT ANY DEBT OR ENFORCE ANY RIGHT UNDER THIS AGREEMENT.
- IF APPLYING FOR A JOINT ACCOUNT, YOU EACH AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND SHALL BE JOINTLY AND SEVERALLY LIABLE FOR PAYMENT OF ALL PURCHASES MADE UNDER THIS AGREEMENT.
- IF YOU: (A) FAIL TO MAKE A PAYMENT WHEN DUE; (B) BREACH ANY OBLIGATION UNDER THIS AGREEMENT; (C) MAKE ANY FALSE STATEMENTS TO US; OR (D) FURNISH ANY FALSE OR MISLEADING INFORMATION, WE MAY SUSPEND AT OUR OPTION; LIMIT, SUSPEND OR CANCEL YOUR ACCOUNT; ACCEPT LATE OR PARTIAL PAYMENTS WITHOUT LOSING ANY RIGHTS; REQUIRE THE IMMEDIATE PAYMENT OF THE OUTSTANDING BALANCE, INCLUDING FINANCE CHARGES AND OTHER FEES; OR TAKE ANY OTHER ACTION PERMITTED BY LAW. TERMINATION DOES NOT AFFECT YOUR OBLIGATION TO PAY YOUR EXISTING BALANCE.
- TO THE EXTENT PERMITTED BY LAW, IF ANY CHECK OR OTHER PAYMENT YOU PRESENT TO US IS RETURNED UNPAID, YOU MAY BE ASSESSED A DISHONORED PAYMENT FEE UNDER THIS AGREEMENT.
- WE MAY CHANGE THE TERMS OF THIS AGREEMENT AT ANY TIME AND WILL NOTIFY YOU IN ADVANCE OF THE CHANGES IN WRITING. YOUR CONTINUED USE OF THE ACCOUNT WILL INDICATE YOUR ACCEPTANCE OF ANY CHANGE.
- WE MAY FROM TIME TO TIME REQUEST INFORMATION FOR THE PURPOSE OF CONDUCTING A CREDIT REVIEW FOR INSURING PAYMENT, AND YOU AGREE TO FURNISH INFORMATION REQUESTED BY US WITHIN A REASONABLE PERIOD. FURTHER, YOU AUTHORIZE CHS, INC. ACTING ON OUR BEHALF OF DAKOTA AGRONOMY PARTNERS, LLC TO INVESTIGATE YOUR CREDIT RECORD, AND OBTAIN A CREDIT REPORT. YOU AUTHORIZE CHS, INC. ACTING ON OUR BEHALF OF DAKOTA AGRONOMY PARTNERS, LLC TO FURNISH INFORMATION ABOUT YOUR ACCOUNT TO CREDIT REPORTING AGENCIES AND OTHERS WHO LAWFULLY MAY RECEIVE IT. FURTHER, YOU AUTHORIZE CHS, INC. ACTING ON OUR BEHALF OF DAKOTA AGRONOMY PARTNERS, LLC TO CHECK YOUR CREDIT AND EMPLOYMENT HISTORY AND TO ANSWER QUESTIONS ABOUT YOUR CREDIT EXPERIENCE WITH US. YOU ALSO AUTHORIZE YOUR BANK/LENDING INSTITUTION TO PROVIDE A CREDIT REFERENCE AND YOUR CURRENT FINANCIAL STATEMENT TO US. IF REQUIRED, A PHOTOCOPY OF THIS CREDIT APPLICATION IS AUTHORIZATION FOR THE BANK AND TRADE REFERENCES TO PROVIDE NECESSARY CREDIT INFORMATION.
- WE ARE NOT BOUND BY ANY NOTATION OF "PAID IN FULL" THAT ACCOMPANIES ANY PAYMENT IF THE PAYMENT IS NOT FOR THE TOTAL OUTSTANDING AMOUNT.
- YOU AGREE TO NOTIFY US IMMEDIATELY OF ANY QUESTIONS ABOUT A STATEMENT OR CHANGE IN ADDRESS.
- NO DELAY OR OMISSION TO EXERCISE RIGHTS WILL IMPAIR ANY SUCH RIGHTS OR WILL BE A WAIVER OF ANY DEFAULT OR RIGHTS.
- FACSIMILE OR ELECTRONIC COPIES OF SIGNATURES SHALL BE DEEMED ORIGINAL SIGNATURES FOR ALL PURPOSES RELATED TO THE AGREEMENT.
- WE ARE AUTHORIZED TO FILE AN AGRICULTURAL LIEN AS ALLOWABLE BY STATE LAW.
- UNTIL NOTIFIED IN WRITING TO THE CONTRARY BY THE PATRON, DAKOTA AGRONOMY PARTNERS, LLC MAY ASSUME THAT THE PATRON'S SPOUSE, CHILDREN OVER THE AGE OF SIXTEEN YEARS, AND EMPLOYEE'S IF ANY, ARE AUTHORIZED TO PURCHASE GOODS OR SERVICES AND CHARGE THEM TO THE PATRON'S ACCOUNT.
- TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS APPLICATION AND ALL RELATED INSTRUMENTS AND DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MINNESOTA (WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF). APPLICANT IRREVOCABLY AND UNCONDITIONALLY (1) AGREES THAT IT IS AND SHALL CONTINUE TO BE SUBJECT TO THE JURISDICTION OF THE STATE COURTS OF THE STATE OF MINNESOTA; AND (2) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY STATE COURT LOCATED IN THE STATE OF MINNESOTA, AND WAIVES ANY OBJECTION RELATED THERETO, FOR ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND WHATSOEVER IN ANY WAY ARISING FROM OR RELATING TO THIS APPLICATION, APPLICANT'S ACCOUNT OR ANY INSTRUMENTS OR DOCUMENTS RELATED THERETO.
- TO UNDERSTAND HOW AND WHY WE USE YOUR PERSONAL INFORMATION, PLEASE SEE: <https://www.chsinc.com/privacy> .CHS INC., ACTING ON BEHALF OF DAKOTA AGRONOMY PARTNERS, LLC CONSIDERS THIS RESTRICTED INFORMATION.