

Credit Application Limited Liability Corporation (LLC)

Applicant:		
Name of LLC	Federal I.D. No.	Location you anticipate doing business with
Street Address	Sales Tax Identification No.	Business Phone
City State Zip Code	Previous Address	

We Own _____ **Acres; Rent** _____ **Acres; We are Producers of :** **Cattle** **Hogs** **Dairy** **Grain** **Other**

Authorized User						
First Name	Initial	Last Name	Relationship to Applicant	Social Security No.	Birthdate	Current Address
1.						
2.						

Others Authorized to use this Account and Relationship:

Credit Agreement

In consideration of the agreement and extension of credit herein, it is agreed as follows:

1. Applicant(s) guarantee(s) payment to MFA Incorporated and/or MFAEnterprises, Inc. d/b/a AGChoice, West Central AGRIServices, Morris Farm Center, Brunswick Country Outfitters, and/or Phillips Feed (all individually referred to as "MFA") of any and all loans, notes, accounts of advances made to the Applicant(s), together with any renewals and extensions thereof. Applicant(s) waive(s) notice of the creation of all indebtedness, modifications, renewals and extension, thereof, demand for payment, and protest, and that upon nonpayment at maturity, MFA may proceed directly against Applicant(s), jointly or severally, for the collection of all or part of the indebtedness.
2. The Parties mutually agree that in event merchandise or service of any kind and nature is purchased and paid for within 30 (thirty) days, or within a shorter period as the credit policy is amended, or by due date under special programs, no FINANCE CHARGE will be imposed. Thereafter the Applicant(s) agree(s) that: (a) on the balance/average daily balance during the billing cycle of the account there will be added a FINANCE CHARGE not exceeding a periodic rate of 1½% per month, which computed on a twelve-month basis on \$100.00 new balance will result in an \$18.00 FINANCE CHARGE or 18% ANNUAL PERCENTAGE RATE; (b) The minimum monthly FINANCE CHARGE is 70 cents; (c) the parties mutually agree that a FINANCE CHARGE not in excess of that permitted by law will be charged; and, (d) Arkansas finance charge is calculated as follows: (1) on the balance of the account there will be added a FINANCE CHARGE which computed on a twelve-month basis will result in AN ANNUAL PERCENTAGE RATE OF FIVE PERCENT (5%) OVER THE FEDERAL RESERVE PRIMARY CREDIT RATE; and (2) in the event the usury law of Arkansas is changed, the parties mutually agree that a FINANCE CHARGE not in excess of that permitted by law will be charged.
3. Applicant(s) may pay or prepay all or any part of the account at any time without penalty other than accrued FINANCE CHARGES. The actual cost of financing depends upon the size of the account and the length of time it remains unpaid.
4. Applicant(s) agree(s) to pay an attorney's fee not to exceed fifteen percent (15%) of the total balance due on the account or reasonable amount allowed by law and court costs in the even that Applicant(s) fail(s) to pay the balance of the account my maturity, and the account is referred for collection to an attorney.
5. The Applicant(s) covenant(s) that the foregoing information is true and correct and is made to MFA for the purpose of obtaining credit from it.
6. MFA reserves the right to discontinue sales and demand payment in full on past due accounts.

Signature _____

Name of LLC: _____

By: _____ **Date:** _____

We authorize MFA Incorporated and/or MFA Enterprises, Inc. to make such credit investigation as it deems necessary in order to grant credit and/or collect monies owed and acknowledge receipt of credit agreement.

Please Print Form, Fill out completely, Date, Sign and take into your Local MFA Store or mail to MFA Retail Credit 201 Ray Young Dr., Columbia MO 65201-3599 along with a copy of the Articles of Organization, the operating/management agreement and management/operating committee resolution authorizing incurring debt. All parties to make purchases on behalf of the LLC must be included in the resolution.

CREDIT AGREEMENT

PLEASE PRINT AND RETAIN FOR YOUR RECORDS

In consideration of the agreement and extension of credit herein, it is agreed as follows:

1. Applicant(s) guarantees (guarantee) payment to MFA Incorporated and/or MFA Enterprises, Inc. d/b/a AGChoice, West Central AGRIServices, Morris Farm Center, Brunswick Country Outfitters, and/or Phillips Feed (all individually referred to as "MFA") of any and all loans, notes, accounts or advances made to or for the use, account or benefit of the Applicant(s), whether evidenced by bills payable, open accounts, notes rediscounted, acceptances, bills of exchange or in any other manner whatsoever, together with any and all renewals and extensions thereof, whether in full or in part. It is understood and agreed that notice of the creation of all indebtedness, renewals and extensions thereof, demand for payment, protest, notice of protest and non-payment, including acceptance of this guarantee are waived and that upon non-payment at maturity, MFA shall have the right to proceed directly against Applicant(s), jointly or severally, for the collection of all or part of the indebtedness.
2. The Parties mutually agree that in event merchandise or service of any kind and nature is purchased and paid for within 30 (thirty) days, or within a shorter period as the credit policy is amended, or by due date under special programs, no FINANCE CHARGE will be imposed. Thereafter the Applicant(s) agree(s) that: (a) on the balance/average daily balance during the billing cycle of the account there will be added a FINANCE CHARGE not exceeding a periodic rate of 1½% per month, which computed on a twelve-month basis on \$100.00 new balance will result in an \$18.00 FINANCE CHARGE or 18% ANNUAL PERCENTAGE RATE; (b) The minimum monthly FINANCE CHARGE is 70 cents; (c) the parties mutually agree that a FINANCE CHARGE not in excess of that permitted by law will be charged; and, (d) in Arkansas finance charge is calculated as follows: (1) on the balance of the account there will be added a FINANCE CHARGE which computed on a twelve-month basis will result in AN ANNUAL PERCENTAGE RATE OF FIVE PERCENT (5%) OVER THE FEDERAL RESERVE PRIMARY CREDIT RATE; and (2) in the event the usury law of Arkansas is changed, the parties mutually agree that a FINANCE CHARGE not in excess of that permitted by law will be charged.
3. Applicant(s) has (have) the privilege of paying or prepaying all or part of the account at any time without penalty other than accrued FINANCE CHARGE and that the actual cost of financing depends upon the size of the account and the length of time it remains unpaid.
4. The Applicant(s) agrees (agree) to pay an attorney's fee not to exceed fifteen percent (15%) of the total balance due on the account or reasonable amount allowed by law and court costs in the event that Applicant(s) fail(s) to pay the balance of the account by maturity and the account is referred for collection to an attorney.
5. The Applicant(s) covenants (covenant) that the foregoing information is true and correct and is made to MFA for the purpose of obtaining credit from it.
6. MFA reserves the right to discontinue sales and demand payment in full on past due accounts. All legal remedies will be sought for non-payment.

**MFA INCORPORATED
GUARANTY
(Credit Agreement)**

For value received, and for other valuable consideration, including inducement to MFA INCORPORATED (hereinafter "MFA"), to extend credit to _____
(entity)
(hereinafter "debtor"), of _____, _____, which MFA would not do without
(city) (state)
this inducement, the undersigned hereby guarantees full, faithful and timely performance by debtor of its obligations and payment to MFA hereinafter arising. The undersigned assumes all the obligations and liabilities (hereinafter "debts") of debtor and guarantees performance of all actions and payments of all monies for which debtor is or may become liable. Notice of the existence of any default and debtor's non-performance of any debts is waived. MFA need not exercise any remedies against debtor or anyone else before proceeding against the undersigned on this guaranty. This guaranty shall be construed as an absolute and unconditional guaranty of payment and performance, and not as a guaranty of collection. This guaranty shall apply to all modifications and extensions of payment of the debts. This guaranty shall inure to the benefit of MFA, its successors and assigns, and shall bind and be enforceable against the undersigned, its successors and assigns.

Dated: _____, 200____.

Guarantors:

Signature

Signature

Signature

Signature