



729 W Main St.
P.O. Box 189
Carson City, MI 48811
Phone: (989) 584-3641
Fax: (989) 584-6425
Email: credit@harveymilling.com

Dear Customer:

Thank you for using Harvey's Commodities, LLC to provide your feed requirements. Harvey's has been in business providing farm supplies for over 60 years and we sincerely welcome the opportunity to serve your organization. If possible, we would like to extend credit terms to your company. Please find enclosed with this letter our credit application documents which we require to be completed as the first step in the credit approval process.

The purpose of submitting the Credit Application to us is for your company to establish a credit account with Harvey's with the following terms of sale:

CASH ON DELIVERY PRIOR TO CREDIT APPROVAL AND INVOICE TERMS UPON CREDIT APPROVAL

Unpaid balances shall bear interest from the due date up to a maximum rate of one and one-half percent (1.5%) per month. Please note that credit card payments will be charged a 3.5% processing fee.

We approve each credit application based on a number of factors, including (1) amount of credit requested; (2) your past credit history; (3) personal guarantee; and (4) submission of your financial statements.

Please carefully review the instructions on each page of the Application and provide all information requested, including submission of financial statements (if available), sales tax exemption certificate(s), and Personal Guarantee. **Unless we specifically waive in writing, every customer requesting credit from us must provide a Personal Guarantee. Further, Section V of the Application – Agreement and Authorization, must be fully executed.**

Please complete the documents and send them to us either by facsimile (989) 584-6425, e-mail at credit@harveymilling.com, or by regular mail to Harvey's Commodities, LLC, Attn: Credit Office, 720 West Main Street, Carson City, Michigan 48811. By sending the documents to us by facsimile or e-mail, you agree that each signature in the submitted documents is deemed an original for all purposes. Missing information in the Application will cause delays in our processing of your request for credit. If we have questions after we review your submission of the Credit Application, we will be in touch.

We order commercial credit reports from one or more of the following companies: (1) TransUnion, (2) Experian, or (3) Equifax. Please note that we reserve the right to refuse any credit application based on the applicant's credit history.

If you have any questions regarding this letter, please contact us at (989) 584-3641.

Harvey's Commodities, LLC
Credit Office



Harvey's Commodities

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CREDIT APPLICATION

**PLEASE COMPLETE AND DELIVER THIS APPLICATION TO HARVEY'S COMMODITIES, LLC ADDRESS STATED ABOVE,
WITH ANNUAL FINANCIAL STATEMENTS FOR LAST THREE (3) YEARS AND
COPIES OF SALES AND USE TAX EXEMPTION CERTIFICATE(S)**

SECTION I: BUYER'S INFORMATION

Company Name("Buyer"): _____

DBA or Trade Name(s): _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Website: _____

Billing Address (if different from above): _____

City: _____ State: _____ Zip: _____

Email: _____ Amount of Credit Requested: \$ _____

Entity Type: CORPORATION ___ PARTNERSHIP ___ PROPRIETORSHIP ___ LLC ___ OTHER _____

Federal Employment ID # (FEIN): _____ State Tax ID #: _____

(Please attach copies of Sales and Use Tax Exemption Certificate(s) (if any))

Annual Sales for Last 3 Years: \$ _____ \$ _____ \$ _____

Years in Business: ___ **(Please attach copies of annual financial statements for last 3 years, if available.)**

Has Buyer or any individual/ entity on this application ever filed for bankruptcy? ___ YES ___ NO

If YES, NAME(S) _____

Has Buyer or any individual/ entity on this application ever traded with Harvey's's Commodities, LLC ("Seller")? ___ YES ___ NO If YES, NAME(S)/WHEN? _____

Is Buyer or any individual/ entity listed on this application party to an active lawsuit? ___ YES ___ NO

If YES, NAME(S) _____

SECTION II: ALL COMPANY OFFICERS/ PRINCIPALS/ PARTNERS/ LLC MEMBERS/ PROPRIETORS

NAME 1: _____ Title: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Contact Number: _____ Email: _____

NAME 2: _____ Title: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Contact Number: _____ Email: _____

**HARVEY'S COMMODITIES, LLC
CREDIT APPLICATION CONTINUED**

NAME 3: _____ Title: _____
Home Address: _____
City: _____ State: _____ Zip: _____
Contact Number: _____ Email: _____

SECTION III: BANKING INFORMATION

BANK NAME: _____ Account #: _____
Branch Address: _____
City: _____ State: _____ Zip: _____
Name of Contact: _____
Contact Number: _____ Email: _____
Existing Line of Credit? YES NO If YES, MAXIMUM AVAILABLE CREDIT \$ _____

SECTION IV: TRADE REFERENCES (MINIMUM OF THREE (3))

TRADE REFERENCE 1: _____ Account #: _____
Payment Address: _____
City: _____ State: _____ Zip: _____
Name of Contact: _____ Fax: _____
Contact Number: _____ Email: _____

TRADE REFERENCE 2: _____ Account #: _____
Payment Address: _____
City: _____ State: _____ Zip: _____
Name of Contact: _____ Fax: _____
Contact Number: _____ Email: _____

TRADE REFERENCE 3: _____ Account #: _____
Payment Address: _____
City: _____ State: _____ Zip: _____
Name of Contact: _____ Fax: _____
Contact Number: _____ Email: _____

SECTION V: AGREEMENT AND AUTHORIZATION

TERMS OF SALE ARE COD BEFORE CREDIT APPROVAL AND INVOICE TERMS UPON CREDIT APPROVAL

By signing this Application, you represent and warrant to Harvey's Commodities, LLC (Harvey's) that (1) you are authorized to execute this Application; (2) the information set forth in this Application is accurate and complete; (3) you agree that the prevailing party in any proceeding to enforce this Application or to resolve a dispute between you and Harvey's will be entitled to recover its costs from the other party, including attorneys' fees and collection agency fees; (4) upon Harvey's approval of this Application, at the time of each purchase by you, unless you notify Harvey's otherwise in writing, this Application serves as a continuing statement of your financial position and situation (including your solvency), and the information contained

**HARVEY'S COMMODITIES, LLC
CREDIT APPLICATION CONTINUED**

herein shall continue to be true and correct. Further, you hereby agree that the terms of sale, including terms of payment and charges, for each purchase between you and Harvey's shall be specified on the face of each invoice and applicable Commodity Contract (if any).

By signing this Application, you authorize Harvey's to contact the above bank and trade references in order to establish your creditworthiness, and obtain credit reports on you, and any shareholders, proprietors, partners, members or principals listed in this Application. All decisions regarding the approval of this Application, and any extension or continuation thereof, shall be made in Harvey's sole discretion. Harvey's, in its sole discretion, may terminate your credit availability at any time without notice.

DISPUTES: This Application, all related agreements and transactions contemplated herein shall be governed by and construed in accordance with the rules promulgated by the National Grain and Feed Association ("NGFA") and the laws of the State of Michigan, notwithstanding any State's choice of law or rules to the contrary. In the event any rules promulgated by the NGFA conflict with any provisions in this Application, the terms of this Application shall control. You consent to and agree that any action permitted by the terms of this Application shall, at Harvey's sole discretion, be either arbitrated under the rules of the NGFA or brought solely in a state court sitting in the county of Montcalm, State of Michigan, and you consent and submit to the jurisdiction of such court. In the event that Harvey's is the prevailing party in any action between you and Harvey's concerning this Application or related matters, you shall be liable to Harvey's for all costs, including reasonable attorneys' fees, incurred by Harvey's with respect to such action, proceeding or arbitration. If Harvey's selects arbitration as the means to resolve a dispute between you and Harvey's, such arbitration shall be conducted in the county of Montcalm county, State of Michigan. The language of the arbitration shall be English. The number of arbitrators shall be one (1).

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS, AND HEREBY AGREE TO THEM:

Applicant's Signature: _____ Date: _____
Printed Name: _____ Title: _____
Contact Number: _____ Email: _____

I AUTHORIZE HARVEY'S COMMODITIES, LLC AND THEIR ASSIGNS TO OBTAIN A CONSUMER CREDIT REPORT ON MY PERSONAL CREDIT HISTORY.

Applicant's Signature: _____ Date: _____



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GUARANTEE

The undersigned, for good and valuable consideration, does hereby guarantee the full and prompt payment of all indebtedness heretofore and hereafter incurred by:

_____ (“**Buyer**”),
including, without limitation, payments for any and all losses which Harvey’s Commodities, LLC (“**Harvey’s**”) may suffer or incur (1) by reason of having extended credit to Buyer; (2) by reason of non-payment of any indebtedness owed by Buyer to Harvey’s for any reason; or (3) by reason of any misrepresentation made by Buyer to Harvey’s in Buyer’s Credit Application or any other documents presented to Harvey’s in connection with such extension of credit. This Guarantee shall not be affected by the amount of credit extended or any change in the form of said indebtedness. Notice of the acceptance of this Guarantee, extension or credit, modification in terms of payment and any right or demand to proceed against Buyer is hereby waived. This Guarantee may only be revoked by written notice which shall be sent to Harvey’s Commodities, LLC, Credit Office whose address is 729 West Main Street, Carson City, Michigan 48811 by certified mail and is effective the date received by Harvey’s. Any revocation does not revoke the obligation of the undersigned to provide payment for indebtedness incurred prior to Harvey’s receipt of the revocation. The undersigned authorizes Harvey’s and its assigns to obtain a consumer credit report and to contact his/her references as necessary. As a Guarantor, the undersigned shall also be bound by the dispute resolution provisions of Buyer’s Credit Application contained in Harvey’s Commodities, LLC Credit Application, Section V – Agreement and Authorization.

GUARANTOR 1

Signature: _____ Date: _____
Printed Name: _____ Social Security Number: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Number: _____ Email: _____

GUARANTOR 2

Signature: _____ Date: _____
Printed Name: _____ Social Security Number: _____
Address: _____
City: _____ State: _____ Zip: _____
Contact Number: _____ Email: _____



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ACH Debit/Credit Authorization

I (we) hereby authorize Harvey's Commodities LLC, hereinafter called Company, to initiate debit/credit entries to my (our) account indicated below and the financial institution named below, hereinafter called Financial Institution, to debit/credit the same to such account. I (we) acknowledge that the origination of ACH transaction to my (our) account must comply with the provision of U.S. law.

_____	_____
Financial Institution	Phone (if available)

Address	

Routing Number	

Account Number	

Account Name (ownership)	

This authority is to remain in full force and effect until Company has received written notification from me (or either of us) of its termination in such time and manner as to afford COMPANY and FINANCIAL INSTITUTION a reasonable opportunity to act on it.

_____	_____
Signature	Date
_____	_____
Signature	Date

Phone Number	

Email Address or Fax Number	

Please attach a voided check to this document.

Michigan Sales and Use Tax Certificate of Exemption

INSTRUCTIONS: DO NOT send to the Department of Treasury. Certificate must be retained in the seller's records. This certificate is invalid unless all four sections are completed by the purchaser.

SECTION 1: TYPE OF PURCHASE

- A. One-Time Purchase
Order or Invoice Number: _____
- C. Blanket Certificate
Expiration Date (maximum of four years): _____
- B. Blanket Certificate. Recurring Business Relationship

The purchaser hereby claims exemption on the purchase of tangible personal property and selected services made from the vendor listed below. This certifies that this claim is based upon the purchaser's proposed use of the items or services, OR the status of the purchaser.

Vendor's Name and Address

SECTION 2: ITEMS COVERED BY THIS CERTIFICATE

Check one of the following:

- All items purchased.
- Limited to the following items: _____

SECTION 3: BASIS FOR EXEMPTION CLAIM

Check one of the following:

- For Lease. Enter Use Tax Registration Number: _____
- For Resale at Retail. Enter Sales Tax License Number: _____

The following exemptions DO NOT require the purchaser to provide a number:

- Agricultural Production. Enter percentage: _____%
- Church, Government Entity, Nonprofit School, or Nonprofit Hospital (Circle type of organization).
- Contractor (must provide *Michigan Sales and Use Tax Contractor Eligibility Statement* (Form 3520)).
- For Resale at Wholesale.
- Industrial Processing. Enter percentage: _____%
- Nonprofit Internal Revenue Code Section 501(c)(3) or 501(c)(4) Exempt Organization (must provide IRS authorized letter with this form).
- Nonprofit Organization with an authorized letter issued by the Michigan Department of Treasury prior to June 1994 (must provide copy of letter with this form).
- Rolling Stock purchased by an Interstate Motor Carrier.
- Qualified Data Center
- Other (explain): _____

SECTION 4: CERTIFICATION

I declare, under penalty of perjury, that the information on this certificate is true, that I have consulted the statutes, administrative rules and other sources of law applicable to my exemption, and that I have exercised reasonable care in assuring that my claim of exemption is valid under Michigan law. In the event this claim is disallowed, I accept full responsibility for the payment of tax, penalty and any accrued interest, including, if necessary, reimbursement to the vendor for tax and accrued interest.

Business Name	Type of Business (see codes on page 2)
Business Address	City, State, ZIP Code
Business Telephone Number (include area code)	Name (Print or Type)
Signature and Title	Date Signed

Instructions for completing *Michigan Sales and Use Tax Certificate of Exemption (Form 3372)*

Purchasers may use this form to claim exemption from Michigan sales and use tax on qualified transactions. It is the Purchaser's responsibility to ensure the eligibility of the exemption being claimed. All claims are subject to audit. Non-qualified transactions are subject to tax, statutory penalty and interest.

Sellers are required to maintain records, paper or electronic, of completed exemption certificates for a period of four years. Michigan does not issue "tax exempt numbers" and a seller may not rely on a number for substitution of an exemption certificate. Other documentation that sellers in the State of Michigan may accept are the Uniform Sales and Use Tax Certificate approved by the Multistate Tax Commission, the Streamlined Sales and Use Tax Agreement Certificate of Exemption, the same information in another format from the purchaser, or resale or exemption certificates or other written evidence of exemption authorized by another state or country.

SECTION 1:

Place a check in the box that describes how you will use this certificate.

- A) Choose "One-Time Purchase" and include the invoice number this certificate covers.
- B) Choose "Blanket Certificate" if there is a "recurring business relationship." This exists when a period of not more than 12 months elapses between sales transactions between the seller and purchaser.
- C) Choose "Blanket Certificate" and enter the expiration date (maximum four years) when there is a period of more than 12 months between sales transactions.

Print the vendor's name and address in the area provided.

SECTION 2:

Place a check in the box for "All items purchased" or choose "Limited to" and list the items that are covered by the exemption claim.

SECTION 3:

Place a check in the box that applies and provide the additional information requested for that exemption. The exemptions listed are the most common. If the exemption you are claiming is not listed use "Other" and enter the qualifying exemption.

SECTION 4:

Use the number that describes your business or explain any other business type not provided.

01	Accommodations	10	Utilities
02	Agricultural	11	Wholesale
03	Construction	12	Advertising, newspaper
04	Manufacturing	13	Non-Profit Hospital
05	Government	14	Non-Profit Educational
06	Rental or leasing	15	Non-Profit 501(c)(3) or 501(c)(4)
07	Retail	16	Qualified Data Center
08	Church	17	Other
09	Transportation		

Print the name of the business, address, city, state and ZIP code. Sign and provide your title (i.e. owner, president, treasurer, etc.). Provide your printed name and date the certificate.

DO NOT SEND THIS EXEMPTION CERTIFICATE TO THE DEPARTMENT OF TREASURY.