



1202 W Hwy 24
PO Box 998
Goodland, KS 67735

Frontier Ag, Inc.
Goodland Office: (785) 899-3681
Goodland Office Fax: (785) 899-7283

Credit Package

Thank you for your interest in obtaining a charge account with Frontier Ag, Inc. We are happy to be able to offer you the opportunity to obtain an open account on which you may accrue monthly purchases from Frontier and pay for those charges the following month. This is not a revolving account. Although it is our privilege to extend our members certain financial accommodations as set forth in this **Credit Package**, Frontier is not a financial institution and we provide only convenience credit. All extensions of credit by Frontier will be governed by the enclosed **Credit Agreement**.

Your credit application should take 2-3 weeks to process. Before Frontier is able to evaluate your credit application, you must complete the attached **Credit Application, Authorization for Release of Information, Credit Agreement, and Guaranty / Current Financial Statements** (if applicable). Frontier may also require one or more Guarantors to execute the enclosed **Guaranty** before extending credit. We will check the credit references you provide and contact your current bank as part of our credit evaluation. The **Credit Agreement** will not become effective until it and any other required documents are received and accepted by Frontier.

We look forward to continue serving you. If you have any questions, please call (785) 899-3681.

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1202 West Hwy 24
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Name ID _____

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Credit Application

(Please fill in all information completely. Incomplete applications will not be processed.)

Applicant Information

Co-Applicant Information *(if applicable)*

Name _____
Address _____
City _____ State _____
Zip _____ DOB _____
Phone _____
SSN or TIN _____
Driver's License # _____
Email _____

Name _____
Address _____
City _____ State _____
Zip _____ DOB _____
Phone _____
SSN or TIN _____
Driver's License # _____
Email _____

Employer Information

Name _____
Address _____
City, St Zip _____
Phone _____
Years Employed _____ Pay Rate _____

Name _____
Address _____
City, St Zip _____
Phone _____
Years Employed _____ Pay Rate _____

Bank Reference

Non-Bank Credit Reference

Name _____
Address _____
City, St Zip _____
Phone _____
Fax/Email _____
Account # _____

Name _____
Address _____
City, St Zip _____
Phone _____
Fax/Email _____

By signing below, the Applicant (and Co-Applicant, if applicable) hereby certifies, represents, and warrants to Frontier Ag, Inc., that information provided in this Credit Application is true and correct.

Primary Frontier Ag Location _____ Monthly Amount _____

If Landlord, Name of Tenants _____ County _____

Have you ever declared Bankruptcy in the last 14 years? _____

Applicant

***Co-Applicant** *(if applicable)*

X _____

X _____

Date: _____

Date: _____

NOTE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract), or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.



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Authorization for Release of Information

By executing this **Authorization for Release of Information**, the undersigned Applicant (and Co-Applicant, if applicable) hereby consents and authorizes Frontier Ag, Inc., a Kansas cooperative corporation, its employees, agents, attorneys, or other authorized representatives (collectively "**Frontier**"), at Frontier's cost and expense, to check the information contained in the **Credit Application** submitted to Frontier by the undersigned Applicant (and Co-Applicant, if applicable) and his, her, or its credit history or any information related to such credit history. In furtherance of the foregoing authorization, the undersigned Applicant (and Co-Applicant, if applicable) specifically authorizes any employer, bank, credit bureau, credit reference, or any other custodian of relevant information to provide Frontier with any information regarding the credit history and creditworthiness of the undersigned Applicant (and Co-Applicant, if applicable), but for no other purpose. The undersigned Applicant (and Co-Applicant, if applicable) further agrees and acknowledges that Frontier may in its sole and absolute discretion, as a condition of extending credit, require the submission of verified financial statements of the undersigned Applicant (and Co-Applicant, if applicable).

By signing below, the undersigned Applicant (and Co-Applicant, if applicable) hereby represent and warrant to Frontier that he, she, or it has actual authority to authorize the release of information as set forth above.

Date: _____

Applicant

***Co-Applicant (if applicable)**

X _____

X _____



Alt ID _____ Name ID _____
 Card # _____ Pin # _____

CARDTROL AGREEMENT

This agreement is made and entered into this ____ day of _____, 20____, by and between Frontier Ag Inc., hereafter referred to as "Cooperative" and _____, address _____, telephone number _____ hereafter referred to as "Patron".

1. Patron understands that this facility shall be for private use of dispensing cardholders only, and not open to the public.
2. Patron acknowledges receipt of cardtrol operating card for use of dispensing equipment. The patron assumes all charges of fuel made against said card or cards. If card or cards are lost or stolen, it is Patron's responsibility to notify Cooperative immediately.
3. Patron acknowledges instruction as to proper use of dispensing equipment.
4. Patron further agrees to limit the use of above dispensing equipment to persons who have been instructed and qualified in the use of such equipment by the Cooperative's manager or persons so designated by such manager for that purpose.
5. Patron agrees not to leave the dispensing equipment unattended at any time while it is being operated and to accept the responsibility of controlling sources of ignition. Patron further agrees not to dispense Class 1 liquids into containers not in compliance with State Fire Code.
6. Patron also understands that the price to be paid for fuels dispensed may vary and be changed without notice by the Cooperative.
7. Patron understands and agrees that any violation of the terms of this agreement shall constitute authority for the Cooperative to immediately, and without notice, terminate this agreement and the use of the facilities herein described. Patron also may terminate this agreement at any time by the return to the Cooperative of all cards and payment in full for petroleum purchases.
8. Patron understands the Cooperative's credit agreement and agrees that any violation of said agreement can and will be just cause at the Cooperative's discretion to terminate any further credit on the cardtrol system.

X _____
 Patron

X _____
 Patron (spouse or partner)

I am requesting _____ cards to be made for my account.

Credit Agreement

This Credit Agreement ("**Agreement**") is entered between Frontier Ag, Inc., a Kansas cooperative corporation ("**Frontier**") and X (Name), ("**Patron**"), to be effective as of the date Frontier accepts this Agreement, if applicable, by executing its signature page (the "**Effective Date**"). Frontier and Patron are each a "**Party**" and collectively the "**Parties**."

- A. Frontier is a Kansas cooperative corporation organized under the Kansas Cooperative Marketing Act, K.S.A. 17-1601 *et seq.*
- B. Patron has applied for and requested that Frontier extend to Patron certain financial accommodations.
- C. Frontier has approved Patron's application and desires to extend financial accommodations to Patron on the terms and conditions set forth in this Agreement.

The Parties therefore agree as follows:

1. **Credit.**

- 1.1 Extension of Credit on Account. Upon request by Patron, any other person authorized in writing by Patron, or any person that Frontier reasonably believes is authorized to make such a request on behalf of Patron, Frontier may extend credit to Patron or such other person by permitting the purchase of goods (including merchandise, material, equipment, inventory, and agricultural inputs) or services from Frontier.
- 1.2 Repayment of Account. Frontier will, if any sums are owed to it by Patron, deliver to Patron a monthly statement to the address or email address that Patron provided to Frontier in its credit application (or such other address or email address as Patron may request in writing). All amounts owed to Frontier as shown on said monthly statements will be due and payable by Patron on the due date shown on the monthly statement (the "**Due Date**"), or the last business day preceding the Due Date if the Due Date is not a regular business day, of each calendar month, unless other terms are agreed to in writing between Frontier and Patron prior to the Due Date. If Patron disputes any amount shown on a monthly statement as owed to Frontier, it is Patron's obligation to contact Frontier prior to the Due Date to resolve the disagreement.
- 1.3 Convenience Credit Only. This Agreement provides for convenience credit only, and any credit extended to Patron under this Agreement does not create a revolving charge account or open-end credit of any kind.
- 1.4 Limitations.
 - (a) Credit Limit. Frontier may in its sole and absolute discretion impose a credit limit on Patron and Patron will not exceed or attempt to exceed such limit.
 - (b) Suspension; Termination. Frontier may in its sole and absolute discretion, and with or without notice to Patron, suspend Patron's right to purchase goods or services on credit under this Agreement or terminate this Agreement in accordance with **Section 5**.

2. **Security Interest and Liens.**

- 2.1 Grant. Patron's repayment of any sums owed to Frontier, whether under this Agreement or for any other reason (in each case, a "**Debt**"), will be secured by a security interest or lien, and Patron hereby grants to Frontier such security interest or lien, in the following:
 - (a) Goods Purchased. All of Patron's right, title, interest, or claim in and to any goods (including without limitation any merchandise, material, equipment, inventory, or agricultural production inputs) purchased from Frontier on an account subject to this Agreement and all replacements, proceeds, or products of such goods.
 - (b) Crops and Farm Products. All Crops and Farm Products; whether any of the foregoing is owned now or acquired later; whether any of the foregoing is now existing or hereafter raised or grown; all accessions, additions, replacements, and substitutions relating to any of the foregoing (including all entitlements, rights to payment, and payments, in whatever form received, including but not limited to, payments under any governmental agricultural diversion programs, governmental agricultural assistance programs, the Farm Services Agency Wheat Feed Grain Program, and any other such program of the United States Department of Agriculture, or any other general intangibles or programs); all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing such general intangibles, account proceeds, and insurance proceeds or refunds of insurance premiums from any insurance policy of Patron, including without limitation any crop insurance policies, whether private, government-facilitated, or otherwise, and revenue-protection policies). For purposes of ensuring Frontier's security interest in Crops and Farm Products under this **Section 2.1(b)**, Patron will provide to Frontier a list of all buyers of Crops or

Farm Products covered by this **Section 2.1(b)** and will promptly update the list any time Patron sells Crops or Farm Products to a new buyer.

- (c) Cooperative Interests. All of Patron's right, title, and interest in common stock, preferred stock, participation certificates, revolving fund credits, per unit retains, and nonqualified allocation credits, patronage due Patron, any certificates of indebtedness issued to Patron by Frontier, and any patronage refunds or patronage allocations that Patron has or may have in the future with Frontier.
- (d) Other Goods. Any other property of Patron that is in the Control or Possession (within the meaning of the Uniform Commercial Code as adopted in the State of Kansas) of Frontier while any Debt owed by Patron to Frontier is outstanding.

2.2 Perfection.

- (a) Perfection by Filing. Patron hereby irrevocably authorizes Frontier, at any time, or from time to time, to file in any filing office in any Uniform Commercial Code jurisdiction or other jurisdiction of Patron any financing statement(s) or document(s) of similar effect, and any amendments to them, that are necessary in Frontier's sole and absolute discretion to perfect its security interest(s) in Patron's property as set forth in this Agreement. Patron hereby agrees to furnish to Frontier promptly upon its request any information necessary for Frontier to make any filing permitted by this **Section 2.2(a)**.
- (b) Agricultural Input Liens.
 - (i) As a precondition of the extension of any credit under this Agreement for Patron's purchase of any agricultural production inputs, Patron will furnish to Frontier a list of all of Patron's current lenders (other than Frontier). It is Patron's sole obligation to notify Frontier of the purchase of agricultural production inputs and furnish such list of lenders. Any failure by Patron to do so will be a Default under **Section 4.1(b)**.
 - (ii) Upon Frontier's receipt of the list of Patron's lenders as described in **Section 2.2(b)(i)**, Frontier and Patron will cooperate in gathering and compiling the information necessary for Frontier to create and send to any such lenders a lien notification statement as described in K.S.A. 58-242, as that statute may be amended or replaced. When created, which creation will include Patron's signature on the lien notification statement, Frontier will send such lien notification statement to any lenders of Patron as it deems proper in its sole and absolute discretion.
 - (iii) Upon Frontier's receipt of responses from each of Patron's lenders receiving the lien notification statement described in this **Section 2.2(b)** or the expiration of the time in which such lenders must respond to Frontier's lien notification statement, Frontier may in its sole and absolute discretion determine whether to advance to Patron the credit described in the lien notification statement for Patron's agricultural production inputs.
 - (iv) If after complying with the provisions of this **Section 2.2(b)** Frontier extends credit to Patron for the purchase of any agricultural production inputs, Frontier may take any such further action as it deems necessary to create or perfect any security interest or lien it has under this Agreement or K.S.A. 58-242, as that statute may be amended or replaced.

2.3 Cooperation. From time to time, and without any further consideration, Patron will cooperate with Frontier and perform any act reasonably requested by Frontier to ensure the creation and attachment of any security interest or lien provided for in this **Section 2** or K.S.A. 58-242, as that statute may be amended or replaced, and Frontier's perfection of any such security interest or lien.

3. **Guaranty.** Frontier may in its sole and absolute discretion require one or more guarantors to execute that certain Guaranty (a form of which was included in the **Credit Package** provided to Patron) under which the Guarantor (as defined in the Guaranty) will guarantee Patron's repayment of any Debt owed to Frontier, now existing or hereafter arising, and performance of his, her, or its other obligations owed to Frontier under this Agreement and otherwise.

4. **Default and Remedies.**

4.1 Default.

- (a) Payment Default. Patron will be in default ("**Default**") under this Agreement without any further action by Frontier if any Debt owed to Frontier is not paid to Frontier on or before the Due Date in accordance with **Section 1.2**.
- (b) Other Default. Frontier may in its sole and absolute discretion declare Patron to be in Default under this Agreement if Patron fails to comply with any term or condition of this Agreement, or if any information

Patron has supplied or supplies to Frontier is false. Patron hereby acknowledges that any such Default under this **Section 4.1(b)** would materially impair Frontier's ability to realize or collect any Debt owed to it by Patron and it is reasonable for Frontier to treat a Default under this **Section 4.1(b)** the same as any other Default.

- 4.2 **Finance Charge.** Frontier may in its sole and absolute discretion assess to the Patron a finance charge ("**Finance Charge**") in respect of any Debt outstanding at a rate of 1.75% per month, with such Finance Charge to be compounded monthly while any such Debt remains due and payable. Any Finance Charge assessed against Patron and not paid will be added to the Debt owed by Patron to Frontier in the next monthly billing cycle.
- 4.3 **Remedies.** Upon any Default and the expiration of any applicable cure period required by Kansas law (if any), Frontier may in its sole and absolute discretion exercise any one or more of the following nonexclusive remedies, without further notice to or consent from Patron:
- (a) **Acceleration.** Frontier may declare all (or any portion) of any Debt owed by Patron to Frontier to be immediately due and payable.
 - (b) **Foreclosure.** Frontier may foreclose any security interest or lien in any property securing any Debt owed by Patron to Frontier.
 - (c) **Offset.** Frontier may offset and apply any money or property of Patron in Frontier's possession or control to any Debt owed by Patron to Frontier.
 - (d) **Legal Action.** Frontier may commence litigation against Patron to recover any Debt owed by Patron to Frontier.
 - (e) **Other Remedies.** Frontier may exercise any one or more other remedies available under the Uniform Commercial Code as adopted in the State of Kansas or any other applicable law.
- 4.4 **Costs of Collection.** Upon any Default by Patron, Patron will pay all necessary costs and expenses incurred by Frontier in the collection of any Debt owed by Patron, including without limitation attorney' fees and court costs ("**Costs of Collection**"). Any Costs of Collection assessed against Patron and not paid will be added to the Debt owed by Patron to Frontier in the next monthly billing cycle and will then be subject to the Finance Charge as set forth in **Section 4.2**.
- 4.5 **No Waiver.** Frontier's acceptance of any partial or delinquent payment after any Default, or Frontier's failure for any reason to exercise any rights or remedies upon any Default, is not a waiver of any of Frontier's remedies or Patron's obligations under this Agreement, including future obligations of Patron that are the same or similar as those under which the existing Default occurred.
5. **Termination.** Frontier may in its sole and absolute discretion, and with or without notice to Patron, terminate this Agreement. Upon termination of this Agreement, the obligations of Patron under this Agreement, including its repayment obligations, will remain in effect until Frontier is repaid in full all amounts owed to it under this Agreement.
6. **Amendment.** This Agreement may be amended or modified by Frontier in its sole and absolute discretion on the condition that any such amendment will not be effective until 45 days after Frontier notifies Patron of it.
7. **Miscellaneous.**
- 7.1 **Further Assurances.** From time to time, and without any further consideration, the Parties will cooperate to perform each of the acts required or contemplated by this Agreement and take any such further action as may be necessary or desirable to better carry out or achieve the purposes of this Agreement.
- 7.2 **Governing Law.** This Agreement is governed by the internal laws of the State of Kansas without application of principles of conflicts of laws.
- 7.3 **Interpretation.** Unless expressly provided otherwise, words used in this Agreement are deemed to include any other number, singular or plural, and any other gender as the context requires, regardless of the number and gender specifically used. Patron acknowledges that Patron has had the opportunity to have this Agreement reviewed by counsel, and that a court interpreting and applying this Agreement should not apply the rule of construction that any ambiguities are to be resolved against the drafting party.
- 7.4 **Waiver of Jury Trial.** **The Parties hereby waive the right to a trial by jury in any action or proceeding based upon, or related to, this Agreement. Each Party makes this waiver knowingly, intentionally, and voluntarily.**
- 7.5 **No Oral Modification; Final Expression.** No unwritten oral credit agreement exists between the Parties. This is the final expression of the credit agreement between Patron and Frontier. This Agreement cannot be contradicted by evidence of any prior oral credit agreement or of a contemporaneous oral agreement between Patron and Frontier.

7.6 **Severability.** If any term or provision of this Agreement, or the application of it to any person or circumstances, is, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and every other term and provision of this Agreement will remain valid and enforceable to the fullest extent permitted by law.

7.7 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which together will constitute one instrument.

8. Cardrol Provisions.

8.1 Patron has checked the appropriate box:

- I do not want a fuel card.
- I want a fuel card, and I understand and agree to the following additional provisions:

8.2 **Date of Inception.** The information about the costs of the card described in this agreement is correct as of October 1, 2018. The information may have changed after that date. To find out what may have changed, please contact us.

8.3 **Electronic Recordation of Charges.** The charges Patron incurs through use of Patron's fuel card are recorded electronically, and no invoice is presented to the Patron at the time of purchase for signature by the Patron. Patron waives objection to such charges if an objection is not made within two (2) months after Frontier delivers the first statement containing such charges to Patron.

8.4 **Additional Terms.** In addition to the terms and conditions set forth in this Paragraph, Frontier and Patron agree to the following regarding the use of any card issued by Frontier to Patron and used to obtain or make any purchase, obtain any services or obtain any petroleum products from Frontier's dispensing equipment:

- (a) Patron acknowledges receipt of a card and personal identification number ("PIN") from Frontier.
- (b) Patron agrees to limit the use of the dispensing equipment to persons who have the ability to properly use of the dispensing equipment.
- (c) Patron agrees not to leave the dispensing equipment unattended at any time while it is being operated and agrees not to dispense petroleum products from the dispensing equipment into containers not in compliance with any applicable Fire Code.
- (d) Patron understands and agrees that if Patron permits any person to have access to Patron's card or personal identification number, Patron shall be liable for all charges made by that person.
- (e) Patron understands and agrees that Patron shall be liable for the unauthorized use of Patron's card. Patron will not be liable for unauthorized use that occurs after Patron notifies Frontier of the loss, theft, or possible unauthorized use and which such notice has been acknowledged by Frontier.
- (f) Patron agrees to pay Frontier's posted purchase price, at the location at which the products are purchased, for products dispensed on the date of delivery to Patron.
- (g) The purchase price of any petroleum products dispensed from the equipment, including applicable taxes, shall be charged to Patron's account with Frontier and shall be paid for pursuant to the terms of this agreement.

The Parties have executed this Agreement as of the date first written above.

X

Signature (if an individual)

X

Signature (if an entity)

Printed Name: _____

Title: _____

Date: _____

Frontier	Frontier use only
Frontier Ag, Inc., a Kansas cooperative corporation	
Approved by:	
<i>Title or Position</i>	
This	Day of ,20

Guaranty

For and in consideration of, and to induce Frontier Ag, Inc. ("**Frontier**"), to extend, certain financial accommodations to X(Name) ("**Patron**"), the undersigned(s), jointly and severally if more than one (individually, and if more than one, collectively, "**Guarantor**"), as of the date indicated below, hereby guarantees continually, unconditionally, and irrevocably the prompt payment of any Debt owed by Patron to Frontier at the time such Debt becomes due, whether at maturity or earlier by reason of acceleration or otherwise.

The term "**Debt**" as used in this Guaranty includes any sums of money owed or to be owed by Patron to Frontier and any obligations of Patron to Frontier, whether the same arise under that certain Credit Agreement between Frontier and Patron (the "Credit Agreement"), or under any other document or for any other reason.

Guarantor further acknowledges and agrees with Frontier that:

1. No act or thing is required to establish the liability of Guarantor under this Guaranty, and no act or thing, except full payment and discharge of all Debt incurred or to be incurred in the future by Patron under the Credit Agreement, will exonerate Guarantor or modify, reduce, limit, or release the liability of Guarantor under this Guaranty. For the avoidance of doubt and not as limitation, credit to be extended under the Credit Agreement is convenience credit and the full satisfaction of amounts owing thereunder at any time will not affect the enforceability and continuing nature of this Guaranty.

2. This Guaranty is an absolute, unconditional, and continuing guaranty of payment of the Debt and will continue in force and be binding upon the Guarantor, regardless of whether the Debt is paid in full, until Guarantor is released by written notice of Frontier.

3. The liability of Guarantor under this Guaranty is unlimited. Guarantor is hereby liable for all Debt, without any limitation as to amount, plus accrued interest on such Debt and all attorneys' fees, collection costs, enforcement expenses, or any other new Debt. Debt may be created and continued in any amount, regardless of whether any such Debt is in excess of any original principal amount, without affecting or impairing the liability of Guarantor under this Guaranty. Frontier may apply any sums received by or available to Frontier on account of the Debt from Patron or any other person (except the Guarantor), from their properties, out of any collateral security, or from any other source, and application of such amounts will not reduce, affect, or impair the liability of Guarantor under this Guaranty, except to the extent to total Debt owed to Frontier is reduced.

4. Guarantor will pay or reimburse Frontier for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by Frontier in connection with the protection, defense, or enforcement of this Guaranty.

5. Regardless of whether any relationship between Guarantor and Patron has changed or ended, Frontier may, but is not be obligated to, enter transactions resulting in the creation or continuance of any Debt without Guarantor's consent, approval, or notice. The liability of Guarantor will not be affected or impaired by any of the following acts or things (which Frontier is expressly authorized to do, omit, or suffer from time to time, without Guarantor's consent, approval, or notice: (i) any acceptance of collateral security, guarantors, accommodation parties, or sureties for any or all of the Debt; (ii) any one or more extensions or renewals of the Debt or the creation of new debt (whether or not for longer than the original period) or any modification of the interest rates, maturities, or other contractual terms applicable to any of the Debt; (iii) any waiver, adjustment, forbearance, compromise, or indulgence granted to Patron, any delay or lack of diligence in the enforcement of

the Debt, or any failure to institute proceedings, file a claim, give any required notices, or otherwise protect any of the Debt or collateral securing the Debt; (iv) any full or partial release of, settlement with, or agreement not to sue, Patron or any other Guarantor or obligor in respect of any of the Debt; (v) any discharge of any evidence of the Debt or acceptance of any instrument in renewal of, or substitution for, such instruments; (vi) any failure to obtain collateral security (including rights of setoff) for the Debt, or to see to the proper or sufficient creation and perfection of such security, or to establish the priority interest in such collateral security, or to protect, insure, or enforce any collateral security; or any release, modification, substitution, discharge, impairment, deterioration, waste, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any of the Debt or any evidence of it; (ix) any order of application of any payments or credits upon the Debt; (x) any election by Frontier under section 1111(b)(2) of the United States Bankruptcy Code.

6. Guarantor waives any and all defenses, claims, or discharges that Patron or any other Guarantor or obligor may have in respect of the Debt, except the defense of discharge by payment in full. Guarantor will remain liable, to the fullest extent permitted by applicable law, for any deficiency remaining after foreclosure of any security interest or lien securing the Debt, regardless of whether the liability of Patron or any other Guarantor or obligor is discharged for any reason (including discharge by bankruptcy or other insolvency proceedings).

7. If any payment applied to the Debt by Frontier is later set aside, recovered, rescinded, or required to be returned for any reason (including without limitation the bankruptcy or insolvency Patron or any other Guarantor or obligor), the Debt to which such payment was applied will, for purposes of this Guaranty, be deemed to have continued in existence, notwithstanding such application, and this Guaranty will be enforceable as to such Debt as fully as if such application had never been made.

8. Guarantor waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing the Debt. Frontier is not required first to seek payment of the Debt from Patron or any other person or their properties, or first to enforce, realize upon, or exhaust any collateral security for the Debt, before enforcing this Guaranty.

9. The liability of Guarantor under this Guaranty is in addition to and shall be cumulative with all other liabilities of Guarantor to Frontier as Guarantor or otherwise.

10. This Guaranty is enforceable against each person signing it as Guarantor. If there is more than one signor, all obligations of the Guarantor under this Guaranty are joint and several and fully binding upon and enforceable against either, any, or all the Guarantors. This Guaranty will be effective upon execution by Guarantor and delivery to Frontier, without any further action by Frontier, including any required notice of acceptance, which Guarantor hereby waives. This Guaranty is binding on Guarantor and the heirs, representatives, successors, or assigns of Guarantor and inures to the benefit of Frontier and its participants, successors, or assigns.

11. This Guaranty is governed by the internal laws of the State of Kansas without application of principles of conflicts of laws.

12. If any term or provision of this Guaranty, or the application of it to any person or circumstances, is, to any extent, invalid or unenforceable, the remainder of this Guaranty, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and every other term and provision of this Guaranty will remain valid and enforceable to the fullest extent permitted by law.

Guarantor acknowledges that Guarantor has had the opportunity to have this Agreement reviewed by counsel, and that a court interpreting and applying this Agreement should not apply the rule of construction that any ambiguities are to be resolved against the drafting party.

13. Guarantor hereby waives the right to a trial by jury in any action or proceeding based upon, or related to, this Guaranty. Guarantor makes this waiver knowingly, intentionally, and voluntarily.

This Guaranty has been duly executed as of the date written below.

Person responsible for paying

X

Guarantor Signature (if an entity)

Printed Name: _____

Title: _____

Date: _____

[Guaranty Signature Page]