

Purchase Agreement

Branch			

CREDII REQUESTED	<u> </u>												
Name of Applicant (Exact I						Tay Id	antification #	Coolo	I Coo	unity 4	l I	Date of Birt	<u> </u>
Name of Applicant (Exact Legal Name)				Tax Identification #: Social Se			ı Sec	curity # Date of Billin					
TYPE OF ENTITY: Sole	Ownership 🔲	Trade N	ame (D	BA) 🗌 General F	Partne	ership	☐ Corporation	□LLC □Jo	int Ve	enture	☐ Trust	Other	
Mailing Address					City	/				State	;	ZIP	
Phone #		Cell #			Email Address				I		l		
Primary State of Farmland		Primary County of Farmland											
Corporate Officers Pa	artners Mer	nhers:											
Corporate Officers, Partners, Members: Name Title		Phone		Social Security #			Date of Birth						
Address		City			Sta	State			Zip				
Name		Title		Pho	Phone		Social Security #			Date of Birth			
Address		City	/		State		Zip	ip					
BUSINESS INFORMAT	ION												
Crops Grown:			Years I	Farming:	Pre	vious	Supplier of Fe	ertilizer/Cher	nical	s:			
Balance Shee	et		To	tal Assets		Total Liabilities				Total Net Worth			
Statement Date:		\$				\$				\$			
		Gr	oss Fa	rm (Schedule F)		Non-Fa	arm					
Income (Annual)		\$	\$ \$			\$	\$						
OPERATING LINE		Do yo	u have	an operating lin	ne?		☐ Yes ☐	No, if yes	com	olete b	elow		
Lender Name Operating Line Am				nt	Current Pri	ncipal Balan				ıred By			
			\$				\$						
Address Phone				Fax Ac			Accol	count Officer					
Are any accounts past due?													
CROP PLANNING INFORMATION (Crop Year:) Insurance Coverage: RP, YP, etc;													
Crop	Acres	Average (Less) Landlord's Share %			Price Per Unit Tota		Total Cro	otal Crop Value		Туре		%	
		I.	I			Tota	al Crop Value						
Acres Owned: Acres Leased:			Custom Acres:			Total Acres Farmed:		d:					
Where Are Crops Marketed:													
BANK AND TRADE RE	FERENCES												
Deposit Bank Reference:													
Address					City		- 5	State ZIP					
Trade References:													
Name Address					Phone			ı	Fax				
Name Address				Phone			ı	Fax					
For Office Use Only:	Credit App	oroval:			Date	:		Credit L	.imit:_			_	

Payment Terms: Applicant(s) (hereinafter referred to as "Applicant") agrees to pay The McGregor Company (TMC) the "Amount Due" shown on each invoice/monthly statement, together with finance charges, if applicable. Payments are due by the 10th of the month following billing. If not paid by the 25th of the month, the account will be considered past due. The applicant agrees to pay a FINANCE CHARGE (\$1.00 minimum) which will be computed by applying the PERIODIC RATE of 1.50% per month (ANNUAL PERCENTAGE RATE IS 18%), or the highest amount allowed by law, to the prior month end balance less payments. All payments will be applied first to Prior Unpaid FINANCE CHARGES and then to remaining outstanding balance.

<u>Default</u>: Applicant promises full and prompt payment of all indebtedness, present and future, incurred for products and services purchased from TMC. TMC may file Crop Liens as allowed by local/state laws. Applicant authorizes that a UCC financing statement may be filed. Applicant's failure to make timely payment of any invoice or failure to comply with the terms of this agreement shall result in Applicant's account being deemed in default, which may result in the account being placed on a Cash on Delivery (COD) basis, suspended, or canceled. In the event of a default, TMC may (at its option) declare all indebtedness owed immediately due and payable. If Applicant's account is referred to an attorney or collection agency to collect on any indebtedness owed to TMC, Applicant agrees to pay all costs of collection, including reasonable attorney's fees and court costs.

<u>Credit Information</u>: I/we authorize TMC or any credit reporting agency to investigate data obtained from me/us pertaining to my/our creditworthiness. I/we authorize any entity/individual, past or present, having relevant information to release said information of pertinent documents, including but not limited to financial statements, operating budgets, financing statements and security agreements to TMC from time to time during the credit relationship. Applicant warrants they are not a "consumer" under State/Federal Law and that all requests for the extension of credit are for business or agricultural purposes only. Applicant agrees to notify TMC of any significant change to financial condition.

<u>Governing Law</u>: Applicant agrees that all disputes relating to this Agreement shall be construed under Laws of the State of Washington. The exclusive jurisdiction and venue for any legal action brought to enforce any and all disputes relating to this Agreement shall be Whitman County, State of Washington. The parties hereto waive the right to a jury trial on any disputed issues.

<u>Copies and Electronic Signature</u>: Applicant/Guarantor(s) agrees that TMC may accept, utilize and rely upon a facsimile copy, electronic copy or photocopy of this Agreement, in lieu of an original document. Applicant/Guarantors, agree to be bound by the terms and conditions herein.

Binding Effect: This Agreement will be binding upon and inure to the benefit of Applicant and TMC and their respective successors, heirs, and permitted assigns. The persons signing this Purchase Agreement certify that all information/attachments contained herein, are true and correct to the best of their knowledge. I certify that I/we are authorized to act on behalf of this business and represent that said business and/or individuals signing this document shall be bound by its terms. The above terms and agreement have been read, are understood and accepted.

Individual Applicant (Sole Proprietorship, Partnership)

Applicant (Printed Name) _____

Entity Signature (Corporation, LLC/LLP, Trust)

Guarantor Printed Name:

Entity Name: ____

By: (Printed Name/Title)	Signature:	Date:
Signature:	Applicant (Printed Name)	
Date:	Signature:	Date:
Continuing Personal Guarantee		
For value received and in order to induce The McGregor Co and severally, unconditionally, absolutely and irrevocably indebtedness and performs all obligations owed by Applicatemands of any kind and hereby agrees to any agreeme amount of credit extended to Applicant(s), terms of sale indebtedness owed by the Applicant(s), and Guarantor(s) obligations. Guarantor(s) agrees that TMC may enforce the payment from, sue, or exhaust its remedies against Applicate the Applicant(s) or TMC shall not terminate or affect Guarantity. This Guaranty is continuing and absolute and sha acknowledged in writing by TMC, except that such terminate incurred prior to such date, or extensions or renewals of, in incurred with respect to, such obligations on or after such warrants and represents that the information provided is the information provided by Guarantor(s) to determine whe evaluate Guarantor(s) credit and financial information at an contemplated in this Agreement.	guarantees and promises to pay to ent(s) to TMC now existing or herea ints between TMC and Applicant(s), compromise, extension, increase agrees the same shall in no way renis Guaranty and pursue payment fint(s) or any other Guarantor(s). The rantor(s) obligations which will contil continue in force until written rion shall not affect the liability of Guaterest accruing on, of fees, costs, or the date. Legal Venue will be Whitm true, complete and correct and Guatether to extend credit to Applicant my time and from any source, in con	o TMC, when due or upon demand, any and all offter arising. Guarantor(s) waives all notices and in including without limitation, a change in the or alteration of the amount, or terms of any duce, impair, discharge or release Guarantor(s) from Guarantor(s), without having to first seel incorporation, merger, sale or reorganization of tinue as to credit extended to or by such othe notice of termination is received and receipt is interaction arrantor(s) with respect to obligations created or expenses, including reasonable attorney's fees than County, State of Washington. Guarantor(s) arrantor(s) understands that TMC is relying upon (s). Guarantor(s) authorizes TMC to obtain and the county with the extension of business credit as
Guarantor Printed Name:	Signature:	Date:

Page 2 of 2 10/21/2021

Signature: _____ Date: _____