



## GROWER CREDIT AGREEMENT 2019 Americot 0% Finance Program

In CONSIDERATION of being extended zero percent (0%) credit for certain purchases of Americot, Inc. ("AMERICOT") products during the 2019 cotton crop year, the undersigned Grower agrees as follows:

1. Grower assumes responsibility for payment of all purchases of cottonseed, which may include costs of factory treatments applied thereon, (hereafter "Products") made by the Grower or its agents for which credit is extended by AMERICOT under the 2019 Americot 0% Finance Program. The amount of Product purchases under the 2019 Americot 0% Finance Program is limited to the Grower's credit limit approved by AMERICOT and cannot include purchases made under the John Deere Financial Program. Grower agrees to finance a minimum of fifty (50) units of AMERICOT Products.
2. Grower agrees that full payment for purchases made through the 2019 Americot 0% Finance Program shall be due on or before Grower Payment Deadline (*Zone E: February 15, 2020 | All Other Zones: January 15, 2020*). In the event the purchase price of the Products ordered under the 2019 Americot 0% Finance Program is not paid in full by Grower Payment Deadline, a finance charge will be added to Grower's outstanding balance and will be calculated by multiplying the average daily balance by the monthly periodic rate of one and one-half percent (1.5%) per month, corresponding to an annual percentage rate of eighteen percent (18%), or the maximum rate allowed by law, whichever is less.
3. AMERICOT may offset any obligation of the Grower under this Agreement against any obligation for the payment of money AMERICOT may have to the Grower, which shall include any refunds or rebates due Grower under any of AMERICOT's published programs.
4. In the event the Grower fails to make full payment on or before Grower Payment Deadline, the Grower is deemed to be in default, and in addition to incurring finance charges against Grower's outstanding balance, AMERICOT may elect to declare any amounts outstanding immediately due and payable, and the Grower shall be responsible for the payment of all costs of collection incurred by AMERICOT, including expenses and reasonable attorney's fees in such event, or in the event of any other legal action or other resolution proceeding.
5. **TEXAS GROWERS: NOTICE OF AGRICULTURAL LIEN. THE SALE OF AGRICULTURAL SEED PURSUANT TO THIS AGREEMENT IS SUBJECT TO CHAPTER 128, TEXAS AGRICULTURE CODE. FAILURE TO PAY THE AGREED OR REASONABLE CHARGES FOR THE SEED WHEN DUE MAY RESULT IN THE ATTACHMENT OF A LIEN TO THE PROCEEDS OF THE AGRICULTURAL PRODUCTS PRODUCED WITH THE AID OF THE SEED.**
6. AMERICOT shall have the right to accelerate and declare all of the Grower's outstanding balance to be immediately due and payable and to exercise all rights and remedies accorded it by applicable law, upon the occurrence of any one or more of the following events: (a) any representation or warranty made or deemed made by the Grower whether herein, in its Americot Credit Application, or in any Americot Grower Program Application executed by Grower, proves to have been incorrect in any material respect on or as of the date made or deemed made, (b) (i) the Grower commences any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or the Grower shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against the Grower any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days.
7. AMERICOT is expressly authorized to investigate any references and other information furnished by the Grower or by any other person or entity pertaining to the Grower's creditworthiness including, but not limited to, obtaining an individual or business credit report from time to time. Further, even after a maximum credit line is awarded, AMERICOT may, at any time, revoke and/or reduce the credit limit offered to Grower except to the extent Products have been delivered to Grower within Grower's former credit limit.
8. Grower may not assign its rights or obligations under this Agreement. Grower agrees to be responsible for and will make payment to AMERICOT for all purchases of Products financed hereunder, regardless of any change in the name or

Grower's Initials: \_\_\_\_\_



**Americot**  
cotton seed



organization, or any transfer in interest of the Grower (i.e. any change(s) from the original status of the Grower to or from an individual, partnership, corporation, trust, LLC, association, or any other entity or legal structure). Grower shall promptly notify AMERICOT in writing, by certified mail, return receipt requested, addressed to Credit Manager, Americot, Inc., 5013 122<sup>nd</sup> Street, Lubbock, Texas 79424 upon the occurrence of any such change(s) and the particulars thereof.

- 9. AMERICOT may assign its rights or obligations under this Agreement without further consent.
- 10. The parties acknowledge that the transaction that is the subject matter of this Agreement bears a reasonable relation to the State of Texas and agree that the law of Texas will govern their rights and duties.

DATE: \_\_\_\_\_

**GROWER:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Legal Business Name: \_\_\_\_\_

SSN# or EIN# (Required): \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**\*If Grower is a Corporation, LLC or Partnership, at least one company shareholder, member or partner must execute the attached Personal Guaranty.**



**Americot**  
cotton seed



**PERSONAL GUARANTY TO GROWER CREDIT AGREEMENT**  
**2019 Americot 0% Finance Program**

In consideration of granting credit to Grower \_\_\_\_\_ (hereafter "Grower") by AMERICOT, INC. (hereafter "AMERICOT"), a Texas corporation, under the 2019 Americot 0% Finance Program ("Program"), the undersigned ("Guarantor"), irrevocably and unconditionally guarantees payment of Grower's indebtedness to AMERICOT incurred under the Program, together with reasonable attorney's fees, costs, and expenses incurred by AMERICOT in enforcing any and all of such indebtedness or the terms of that certain Grower Credit Agreement (the "Agreement") between AMERICOT and Grower (such indebtedness referred to herein as "Program Indebtedness").

This Guaranty is made on the following terms and conditions:

1. In the event of the death of Guarantor, the obligation of the deceased will continue in full force and effect against Guarantor's estate as to all Program Indebtedness that has been created or incurred by the Grower before the time when AMERICOT received written notice of the death.
2. Guarantor agrees that, should the status of the Grower change, this Guaranty will continue and also cover the Program Indebtedness of the Grower under the new status, according to the terms set out in this Guaranty.
3. The Guarantor waives presentment, demand of payment, protest, notice of dishonor, or nonpayment of any Program Indebtedness, suit, or taking of any other action by AMERICOT against Guarantor, and any other notice to any party including the Guarantor. Furthermore, in order to give full effect to the provisions of this Guaranty, the Guarantor waives all suretyship and other rights inconsistent with this Guaranty, which might otherwise be available to Guarantor.
4. AMERICOT will not be required to pursue any other remedies before invoking the terms of this Guaranty, and will not be required to join Grower in any action to enforce its right to receive payment of the Program Indebtedness, or any other right under this agreement. No delay on the part of AMERICOT in exercising any of its options, powers, or rights, or partial or single exercise thereof, shall constitute a waiver of that right.
5. Guarantor agrees that, from time to time, AMERICOT may take the following actions without in any way releasing, modifying, or discharging Guarantor's liability under this Guaranty:
  - a. Extend Grower's time to pay any or all Program Indebtedness.
  - b. Settle with or discharge Grower.
  - c. Modify the nature of Grower's obligation in any regard.
6. Any modification of this Guaranty or any waiver of its provisions will be ineffective unless made in a writing signed by AMERICOT.
7. The invalidity or unenforceability of this Guaranty, in part or in whole, will not affect the guaranteed indebtedness.
8. This Guaranty and the rights and obligations of AMERICOT and of the Guarantor are to be governed and construed in accordance with the laws of the State of Texas.
9. Guarantor grants AMERICOT the continuing right to check Guarantor's personal credit history at any time Grower is indebted to Guarantor.
10. This Guaranty will inure to the benefit of the transferee, assignee, or holder of the principal debt. However, all Program Indebtedness to AMERICOT will first be paid in full, before the assignee of any debt guaranteed will receive any benefit of this contract of Guaranty.

DATE: \_\_\_\_\_

**GUARANTOR:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

SSN# (Required): \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_