

CREDIT APPLICATION

Mailing Address:
4582 S Ulster St, Ste 400
Denver, CO 80237
Email Address:
WEFinance@wilburellis.com

APPLICANT INFORMATION				Branch:		Salesperson:	
Exact Legal Name (Primary Entity Name or Individual as it appears on Driver's License)				Trade Name (dba):			
Business Type: Personal Guarantee(s) required unless Sole Proprietorship or Government Sole Proprietorship LLC Partnership-General Partnership - Limited Corporation Trust Government Other						Amount of Credit Requested:	
Primary Business:				Years in Industry:		Years Managing This Operation:	
Are sales to this Entity to be exempt from state sales tax? Yes No If exempt, the Exemption Certificate must be received by Wilbur-Ellis.							
Billing Address:			Shipping Address: (Same as Billing Address)			Fed Tax ID / SS#:	
						Office Phone:	
City:			City:			Mobile Phone:	
State:	Zip:	County:	State:	Zip:	County:	Email:	

OWNERS / PARTNERS / OFFICERS / DIRECTORS / MEMBERS (PLEASE ATTACH ADDITIONAL SHEETS IF NECESSARY)							
Name:				Title:			
Address:				City:		State:	Zip:
Drivers License #:		SS #:		Phone:			
Name:				Title:			
Address:				City:		State:	Zip:
Drivers License #:		SS #:		Phone:			

BANK AND TRADE REFERENCES (BANK ACCOUNT NUMBERS ARE REQUIRED)							
Operating Lender:				Acct #:			
Address:				City:		State:	Zip:
Officer / Contact Person:			Phone:		Email:		
Deposit Bank Reference:				(Same as Operating Lender)		Acct #:	
Address:				City:		State:	Zip:
Officer / Contact Person:			Phone:		Email:		
Trade References: (Large relationship of similar business type to Wilbur-Ellis Company LLC)							
Name:		Address:			Phone:		Email:
Name:		Address:			Phone:		Email:

FINANCIAL INFORMATION (REQUIRED FOR CREDIT LIMIT REQUEST OF \$25,000+)					
Date of Financial Information:		Annual Sales:		Annual Gross Income:	
Current Assets:		Current Liabilities:		Total Assets:	
				Total Liabilities:	

PROPERTY / CROP / LIVESTOCK INFORMATION (PLEASE ATTACH ADDITIONAL SHEETS IF NECESSARY)				
Acres Owned:		Acres Leased:		Custom Acres:
				Total Acres:
Counties where crops/livestock are grown:			Crops/Livestock/Products delivered or sold to:	
Crop Name or Animal Type:		Acres or Count:	Crop % or N/A:	Marketing Information: (Contracts, Quotas, etc)
Customer Type:				

AUTHORIZATION AND AGREEMENT

The words "execution," "signed," "signature" and words of like import herein shall include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

The applicant ("Applicant" or "Customer") set forth on page 1 of this Account Application ("application") authorizes Wilbur-Ellis Company LLC ("WECO" or "Seller") to obtain independent consumer and commercial credit reports and to obtain credit and financial information from its references, banks and other past or present creditors. Applicant shall provide WECO with books, records and other documents pertaining to the business and finances of Applicant upon WECO's request. Applicant authorizes its banks and other creditors to release any and all credit and financial information to WECO. By signing this application, Customer acknowledges and agrees that Customer's information, including but not limited to the information provided under this application, Customer's credit and financial information, Customer's Product (as defined below) purchases, and Customer's payment history, may be collected, used, and disclosed by WECO, its affiliates, contractors, agents, third party financing providers, vendors, and service providers for all lawful purposes, including, without limitation, to evaluate Customer's creditworthiness from time to time, to assist Customer in obtaining financing, to determine Customer's eligibility for Product or financing promotions, and for account collections.

The terms and conditions of this application shall, upon extension of credit by WECO, constitute an agreement of sale. All sales of goods and services ("Product") made by Seller to Customer are made subject to the terms and conditions of this application and Seller's General Terms and Conditions of Sale (the "Sales Terms"), set forth at <https://www.wilburellisagribusiness.com/terms-and-conditions/>, that are in effect at the time of such sale. In the event of a conflict between the terms and conditions set forth in this application and the Sales Terms, the conflicting terms in this agreement shall prevail. No terms or conditions different from the terms and conditions of this application and the Sales Terms will become part of any agreement, purchase order, or other document unless specifically approved in writing by any authorized signatory of WECO. Applicant is required to notify WECO of any ownership changes including but not limited to name, entity type or ownership interests. Applicant is also required to notify WECO of any significant change in financial condition of Applicant including but not limited to bankruptcy, litigation, and bank covenant violations not waived by said bank. Applicant may close their account at any time by notifying WECO in writing. WECO may close or suspend Applicant's account to future purchases at any time without prior notice.

Applicant agrees to pay all balances owing for delivered Products, and all service charges and costs of collection per the agreed upon payments terms, regardless of the closing or suspension of account. WECO can accept payments marked "Paid in Full" or other restrictive endorsements without compromising the terms of this agreement and the rights therein provided. In the event Customer's affiliates or related parties utilize Customer's credit terms to purchase Product or Customer requests that its affiliates or related parties be billed for Product purchases, Customer shall be responsible for the full and timely payment of all such purchases.

THIS PARAGRAPH ONLY APPLICABLE FOR TEXAS APPLICANTS: The sale of agricultural chemicals or agricultural seed on credit and the provision of labor related to agricultural chemicals or agricultural seed is subject to Chapter 128, Texas Agricultural Code. Failure to pay the agreed or reasonable charges for chemicals, seed, or labor may result in the attachment of a lien for the proceeds of the agricultural products produced with the aid of the chemicals, seed, or labor. Applicant waives all rights under the Texas Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. After consultation with an attorney of Applicant's own selection, Applicant voluntarily consents to this waiver. The persons signing this application certify that all of the information contained in this application and any attachments are true and correct to the best of their information, knowledge and belief. The undersigned, who may be a partner, owner, director, shareholder, officer, member, or trustee of Applicant, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this application, hereby consents to and authorizes the use of a consumer credit report on

the undersigned by WECO, from time to time as may be needed during the credit relationship. By signing this document, the undersigned is certifying that they are an owner or authorized signer of Applicant. Only authorized signers can lawfully encumber and represent an entity in credit transactions. If signed by an unauthorized signer, other legal remedies may apply.

WECO may, in its sole discretion, apply payments or credits (each a "Credit") to Customer's account as follows (or in any other order that WECO determines in its sole discretion): first to outstanding finance charges, expenses and other fees and then to any outstanding principal balance on Customer's account. Any Credits not used within 60 days of being issued may, in WECO's sole discretion, be applied to Customer's account in accordance with the preceding sentence. If by November 30th of a given year a Customer has an account with no amounts outstanding and a Credit that has been on such account for at least 120 days, the amount of such Credit may, in WECO's sole discretion, be sent to Customer by WECO.

Upon Applicant's default of any obligations or amounts due or to become due to WECO, the Applicant shall grant to WECO and its affiliates a continuing security interest in all presently existing and hereafter acquired Collateral of Applicant in order to secure any and all indebtedness, obligations and liabilities of every kind or character, now or hereafter at any time owing by Applicant to WECO. The following, together with all Proceeds of, accessions to, and replacements for each of the following, shall constitute Collateral: any and all agricultural goods purchased by Applicant from WECO, and all of Applicant's right, title and interest in and to all of its personal property and assets (both tangible and intangible), including all Receivables, all Equipment, all Fixtures, all Intangibles, all Inventory, all Investment Property, all Deposit Accounts, all Cash, all Intellectual Property, all Farm Products, including but not limited to crops, livestock, aquaculture species and/or offspring derived from said livestock or aquaculture species, proceeds from the sale of livestock and/or aquaculture species, and all other Goods of Applicant (collectively, the "Collateral"). All capitalized terms used but not defined herein shall have the meanings set forth in the Uniform Commercial Code. Applicant hereby authorizes WECO to file any documents necessary to record or perfect a lien or security interest in favor of WECO as lien holder or secured party.

WECO may notify any or all obligors, and such obligor's heirs, administrators, successors and assigns, of the amounts due and owing from Applicant to WECO and WECO's security interest in Collateral. WECO may direct any or all obligors, and such obligor's heirs, administrators, successors and assigns to make payment of all amounts due or to become due directly to WECO. WECO shall have the right, at the expense of Applicant, to enforce collection by any and all obligors and such obligor's heirs, administrators, successors and assigns.

By executing this application, the undersigned is certifying that they are an owner or authorized signer of Applicant, and that the delivery of this application has been duly authorized by all necessary action on the part of Applicant.

Date of Account Application:

Printed Name / Title:

Signature:

Printed Name / Title:

Signature:

Printed Name / Title:

Signature:

PERSONAL GUARANTEE (REQUIRED UNLESS SOLE PROPRIETORSHIP OR GOVERNMENT)

In consideration of Wilbur-Ellis Company LLC (WECO) granting credit to the Applicant, the undersigned unconditionally guarantees and promises to pay to WECO, when due and immediately upon demand, all indebtedness, obligations and liabilities of every kind or character, now or hereafter at any time owing by the Applicant to WECO, together with all costs and expenses, including but not limited to legal and other professional expenses, incurred or paid by WECO (whether or not in connection with any arbitration, bankruptcy or similar proceeding) in exercising any right, power or remedy under this guarantee, even though no suit or action is brought. Venue will be determined at the sole discretion of WECO. This guarantee shall remain in full force and effect as to all obligations of the Applicant to WECO which are incurred before WECO actually receives from the undersigned a notice in writing terminating this guarantee and those which are incurred within ten days after WECO's receipt of such notice. Liability under this guarantee is continuing, is independent of any obligation of any co-debtor and is not contingent upon the financial condition of the Applicant or any other event. The undersigned consents to and waives notice of (i) any modification or renegotiations or any term or condition of any guaranteed debt (including interest rate or payment terms), (ii) any extension of the time for payment of a guaranteed debt, (iii) any settlement involving the Applicant named below or with any other co-debtor or (iv) any other thing that may be done or waived by WECO.

The undersigned waives, disclaims and relinquishes all claims against the Applicant and all other co-debtors which the undersigned has or would otherwise have by virtue of payment of any indebtedness guaranteed hereunder (specifically including but not limited to claims for indemnity, contribution or exoneration and claims arising by subrogation). To the extent not waived by the preceding sentence, the undersigned subordinates, in right of payment for the benefit of WECO, all indebtedness, obligations and liabilities now or hereafter at any time owing by the Applicant to the undersigned. The undersigned personal guarantor, recognizing that his or her individual credit history may be a necessary factor in the evaluation of this application, hereby consents to and authorizes the use of a consumer credit report on the undersigned by WECO from time to time, and authorizes his/ her creditors, bank, and other lenders to release financial information as may be needed during the credit relationship. Applicant and undersigned personal guarantor authorize WECO to obtain and validate Applicant's and the undersigned personal guarantor's photo identification. WECO may collect, use, and disclose Applicant's and the undersigned personal guarantor's personal or confidential information in order to provide financial services/products to Applicant, as permitted or required by law, to verify or determine Applicant's identity, or otherwise with Applicant's or the undersigned guarantor's consent.

Date of Guarantee:

Address:

Individual Printed Name:

Signature:

Date of Guarantee:

Address:

Individual Printed Name:

Signature:

Date of Guarantee:

Address:

Individual Printed Name:

Signature: