



# PREPAYMENT BONUS CREDIT AGREEMENT

Name of Purchaser

Purchaser Account Number

EverGRO Cooperative Store  
(Name & Store Number)

Address of Purchaser

Date

The undersigned purchaser ("Purchaser") agrees to purchase from \_\_\_\_\_ ("Seller") on or before December 31st, 2025 (the "Purchase Date") \_\_\_\_\_ Dollars (\$\_\_\_\_\_) of production supplies (excludes pump island) or services, such production supplies, or services to be selected by Purchaser on or before the Purchase Date. The purchase price for the production supplies or services will be the cash price on the date of purchase, less the Prepayment Bonus Credit (the "PBC") defined below, not previously applied to the production supplies or services by Purchaser. Any Prepayment not used within fifteen (15) months after date of deposit will be returned to the Purchaser and any PBCs shall be forfeited. Furthermore, any earned but unused PBC's shall be forfeited in the event the Purchaser withdraws the balance of Prepayment.

Purchaser has paid Seller the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) ("Prepayment") in cash, receipt of which is hereby acknowledged by Seller. Purchaser may make additional payments to Seller increasing the defined term "Prepayment" by \$1 for each \$1 of each additional payment made. Prepayment will be decreased by any amount applied to the purchase price of production supplies or services.

In consideration of the Prepayment, the Seller agrees to give Purchaser Prepayment Bonus Credit ("PBC"). PBC is determined by multiplying the total amount of the Prepayment by the number of days from the date on which the Prepayment is made until the date such Prepayment is used to pay production supply or service invoices, divided by 365 times the average weighted PBC rate established by Seller from time to time.

The minimum PBC rate is 1%, however such rate will be reduced or increased according to market conditions, Prime rate and other variables. On a statement of account sent to the Purchaser each month, Seller shall notify Purchaser of the current PBC rate in effect.

If the purchase price of the production supplies or services is greater than the Prepayment at any time, the balance will be payable upon delivery of the production supplies or services unless Purchaser has obtained prior approval from Seller for the deferred payment of such balance. Should account balance generate a monthly PBC amount below \$1.00, no PBC will post to the account. Accounts inactive for 48 months may be subject to escheatment

Purchaser represents and warrants to the Seller that it is purchasing the production supplies for agricultural purposed or for resale and not for personal, family or household purposes. Purchaser reserves the right to cancel this agreement at any time by written notice to the Seller at the store location listed above.

IN THE EVENT OF SUCH CANCELLATION, IF PREPAYMENT IS WITHDRAWN IN FULL BY PURCHASER, PUR-CHASER SHALL BE ENTITLED TO A PAYMENT IN THE AMOUNT OF THE UNUSED PREPAID BALANCE BUT SHALL NOT BE ENTITLED TO ANY PBC THEREON OR ANY PBC ON ANY FUTURE PURCHASES OF PRODUC-TION SUPPLIES OR SERVICES FROM THE SELLER AS A RESULT OF SUCH PREPAYMENT. IF PURCHASER DOES NOT DESIGNATE IN WRITING TO SELLER AT THE STORE LOCATION DESIGNATED ABOVE ON OR BE-FORE THE PURCHASE DATE, THE SPECIFIC PRODUCTION SUPPLIES OR SERVICES TO BE PURCHASED, SELL-ER SHALL SO ADVISE PURCHASER, AND IN THE EVENT SUCH DESIGNATION IS NOT MADE PROMPTLY, SELLER SHALL HAVE THE RIGHT AT ITS SOLE OPTION, TO TERMINATE THIS CONTRACT AND RETURN THE AMOUNT OF ANY PREPAID FUNDS, LESS OUTSTANDING DEBT OF ANY KIND OWED TO SELLER. REFUND CHECKS MAY TAKE UP TO EIGHT (8) BUSINESS DAYS TO PROCESS.

The Purchaser acknowledges and agrees that it will not be entitled to any interest or other earnings on any PBC OR Prepayment and that the sole benefit to which it will be entitled as a result of any PBC or Prepayment will be a reduced purchase price described specifically on the applicable invoice or agreement for purchase of production supplies or services purchased by it from the Seller.

SELLER DOES NOT MAKE ANY REPRESENTATION REGARDING THE TAX CONSEQUENCES OF THE TRANSACTIONS CONTEMPLATED BY THIS PROGRAM. IF LEGAL, TAX, OR OTHER EXPERT ASSISTANCE IS REQUIRED BY THE PARTY CONTEMPLATING ENTERING INTO THIS AGREEMENT, THE SERVICES OF A COMPETENT PROFESSIONAL SHOULD BE SOUGHT OUT. THESE FUNDS WHEN PAID ARE EXCLUSIVELY PROPERTY OF SELLER AND ARE NOT HELD IN A TRUST OR SEGREGATED ACCOUNT. THE FUNDS ARE NOT INSURED UNDER THE FDIC. THIS AGREEMENT IS NOT A SOLICITATION TO BUY OR SELL A SECURITY.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Purchaser may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of seller.

**PURCHASER:**

\_\_\_\_\_  
Name

**SELLER:**

\_\_\_\_\_  
Name

By: \_\_\_\_\_

Its: \_\_\_\_\_