

FACILITATOR'S AGREEMENT

Come now the parties, **West Tennessee Cotton Services, LLC d/b/a John Shoaf Cotton Company, as well as, C & S Cotton Company, herinafter referred to as Facilitator,** and \_\_\_\_\_ hereinafter referred to as Grower, and enter into this agreement for the sole and limited purpose of establishing the relationship by and between the parties.

Facilitator represents to the Grower that it is in the business of locating buyers for Grower's Crop and that as such it has available to it a wide variety of Buyers for Grower's Crop.

Grower acknowledges that they are in the business of growing Crops and need the assistance of Facilitator in finding a market for their Crops.

WHEREFORE, premises considered, Facilitator agrees to exercise its best efforts to obtain the best possible Buyer for Grower but Grower acknowledges that their Crop is a commodity subject to the constantly changing market. As such, **Facilitator assumes no liability if the Buyer that is ultimately chosen fails to pay the Contract Price agreed to.** It is further acknowledged that Facilitator is not an Agent, Servant, or Employee of Buyer but instead is a Facilitator.

The Parties further agree that the decision to select a Buyer is that of the Grower only although Facilitator will provide Grower with its thoughts and opinions. However, the ultimate decision is that of the Grower.

Furthermore, **Facilitator wants to make clear the possibility that Buyers purchasing loan options create a risk that exists should the options not be redeemed. Facilitator assumes no responsibility for such an occurrence.**

Witness our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

West Tennessee Cotton Services, LLC  
d/b/a John Shoaf Cotton Company.  
and C & S Cotton Company

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

\_\_\_\_\_  
Grower

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