

## **APPLICATION AND NOTE / AGREEMENT**

(A) LOAN REQUEST

\$
----

(B) APPLICANT INFO	DRMATION	1											
Individual Legal Name [must be the same as driver's license]  Loan requires at least one Individual					Social Security Number				Year E Farm	_	Date of Bi	rth	
Entity Information - Inclu	de entity for	mation dod	cumen	ts and complete the							IS.		
Dusiness Ivanie						<sub>y Type</sub> □ Partr	nership	oration					
☐ Check this box if you want Loan in the Business Name.					Tax ID Number				State of Formation				
Mailing and Physical Address				у		State Zip			County of Residence				
Phone #			Cel	11#			Email						
(C) APPLICANT FINA								st rece	nt three	years of (	(tax		
returns and year-end balance sheets) for all appli				ts, Ioans \$250,000 o Assets	r less complete below. Liabilities			Income (Ar			Annual)	nnual)	
Current Value (Cash, Crop, etc.) \$						\$			ss Farm	\$			
Intermediate Value (Machinery, etc.) \$					\$			Non-Farm \$		\$			
Long Term Value (Real-estate, etc.) \$					\$								
(D) LINE OF CREDIT			credit'	? □ Yes □ No, if	yes	complete be	elow						
Lender Names with a Line of Credit				Line of Credit Amount		Current Principal Balance			Secured By				
			\$			\$							
			\$			\$							
(E) CROP PLANNING INFORMATION (Less)						(Less)	Deice	i			Insurance Cov		
Crop Acres		Average Yield Prod. Used for Feed %			Landlord's Share %		Price Per Unit		Total Crop Value		RP, YP, etc.  Type %		
(F) REPRESENTATIONS BY UNDERSIGN		SNED	1	Total	otal crop value:						<u> </u>		
Each of the undersigned specifica true and complete. Applicants agr provide any information requested	lly represents to I ee to notify Lende	ender named i	in loan co any mate	ommitment or loan denial, an erial change from this informa	nd their	r agents, succes hat Lender can v	sors and assigns (Lender) t rerify the information in this	applicatio	n and any ir	nformation su	bsequently added	, and	
credit report for legitimate purpose for the purpose requested in the a													
not authorized to extend commitm for any representation, guarantee,	or warranty mad	e by the deale	r, manufa	acturer or any other party in	conne	ction with the iter	m(s) financed, nor shall Len	der be lia	ble for any b	reach of suc	h warranties. The		
promissory note/ agreement (Note primary Borrower. If denied, a sep	arate letter will be	e issued by Le	nder, and	d all such documents shall be	e null a	and void and will	be returned on Applicants'	written re	quest. Each	of the under	signed warrants a	nd	
certifies they have authority to act Ohio ECOA: The Ohio laws agains	st discrimination i	require that all	creditors	make credit equally available	le to al	ll creditworthy cu	stomers and that credit rep	orting age	encies maint	ain separate	credit histories on	each	
individual request. The Ohio civil r the Lender on behalf of the unders farming and agricultural purposes.	signed. If a busine	ess entity, the	undersig	ned agree, certify, solemnly	swear	and affirm to be	engaged in the business of	farming a	and that the	proceeds of	the Loan will be us	ed for	
transmission of this application/Nosignature. This application/Note of	te containing a fa	acsimile of my	signature	e, shall be as effective, enfor	ceable	and valid as if a	paper version of this applic	cation/Not	e were deliv	ered contain	ing my original wri	tten	
due course and the person entitled APPLICANT/BORRO	d to control the tra	ansfer of this e	lectronic	application/Note. At any time	e, you	may request a p				,			
I/We are applying for	. ,			-			lects □ individual	or 🗖 i	joint ass	sets.			
Date:						Entity Name	_			<del></del>			
		×		Individually	E	By: ⊠		E	Ву: ⊠				
Individually				Individually	-	Title:			Title:				

THIS AGREEMENT CONSISTS OF THIS TWO PAGE APPLICATION NOTE/AGREEMENT, ADDENDUM TO NOTE/AGREEMENT ("AGREEMENT")

- (G) NOTE/SECURITY AGREEMENT. Borrowers hereby apply for a loan in the amount of the Loan Request, stated above, from Lender, for the purchase of agricultural products and supplies and related services solely for use in Borrowers' farming operations (Loan).
- **1. PAYMENT OBLIGATIONS.** For value received, Borrowers promise to pay to the Lender the principal sum equal to the Loan Request, stated above, or so much thereof as due and owing hereunder, together with interest accrued thereon at one of the following:
- ADJUSTABLE RATE PRIME BASED not to exceed prime rate (as quoted in the Wall Street Journal) plus 15%, as the initial rate of interest, based on an index and a margin. Specifics are set forth in Borrowers' Loan Commitment and incorporated herein by this reference.
- FIXED RATE not to exceed 20% per annum fixed. The fixed interest rate will not be increased or decreased except in the event of default when permitted by law. Specifics on rates are contained in Borrowers' Loan Commitment and incorporated herein by this reference.
- INDEXED VARIABLE RATE. The current annual rate of interest and other specifics are set forth in the Borrowers' Loan Commitment and incorporated
  herein by this reference. The interest rate is subject to change any time during the term of the Loan. The index for adjustments is the Lender's cost of
  funds for variable rate funding as determined by Lender. The Borrowers will be notified in writing of any rate changes during the term of the Loan.

The principal sum due and owing hereunder, together with the interest accrued thereon, shall be due and payable on or before the maturity date as set forth in the Loan Commitment. When permitted by law prior to maturity, including maturity by acceleration, if Borrowers default under this Loan, eighteen percentage points (18%) will be added to the interest rate, and the amount of such interest in excess of the interest otherwise accruing in the absence of default shall be immediately due and payable. At maturity or upon acceleration of maturity by reason of default, the entire obligation including all principal, interest and advancements (Obligations) shall bear interest until paid at the default rate in effect at the time of maturity or acceleration of maturity, as the case may be. Borrowers shall not be required to pay the interest in excess of the amount permitted by applicable law and the final amount due under the Note/Agreement shall be adjusted so that the total interest actually paid will equal the maximum amount that may be lawfully collected. Interest may be based upon a 360- or 365-day year as the Lender may determine.

- 2. SECURITY. To secure the performance of all agreements contained herein and the payment of any and all of Borrowers' Obligations to Lender, whether under this agreement or otherwise, whether in existing or future security agreements from Borrowers or any of them to Lender, Borrowers hereby grant Lender a security interest in and to all of the following whether now owned or hereafter acquired: all products and proceeds thereof, all additions or accessions thereto, and all substitutions and replacements thereof; all crops growing, grown, or to be grown; all harvested crops; all warehouse receipts or other documents (negotiable or non-negotiable) issued for storage of such crops; all seed, fertilizer, chemicals and petroleum, and any other crop input products; all contract rights, chattel paper, documents, instruments, accounts, general intangibles, and cash and non cash proceeds from the sale, exchange, collection, or disposition of any of the collateral; all entitlements and payments, whether in cash or in kind, arising under any governmental, whether federal or state, agricultural subsidy, deficiency, diversion, conservation, disaster, or any similar or other programs; all farm and business machinery, equipment and tools (Collateral). Borrowers hereby authorize and grant to Lender on Borrowers' behalf an irrevocable power of attorney to execute and file such financing statements, effective financing statements and farm product central notice statements, and other instruments as Lender deems necessary to establish, maintain and enforce a valid security interest in the Collateral or in the alternative, Lender is authorized to file the financing statement and such other instruments without Borrowers' signatures. Borrowers agree to deliver upon the request of Lender such additional or corrected documents, drafts or instruments as the Lender may deem necessary.
- 3. ANNUAL REVIEW / RENEWAL OF CREDIT LINE. At Lender's discretion, Lender may complete an annual review of Borrower's credit line and consider renewal of this credit line for future advances. Borrower understands that decision to renew credit line is determined by Lender. Material changes to financial position and/or repayment history with Lender and/or other creditors will negatively impact Borrower's potential for renewal of this credit line. Borrower may be required to provide updated financial statements and/or anticipated crop plan information for consideration of a renewal by Lender. At Lender's discretion, and except as prohibited by applicable law, Lender may change Borrower's credit limit, maturity date, fees, costs, interest rate or other terms of this Agreement at any time. Lender will notify Borrower of any change to this Agreement either by sending Borrower a separate notice or by reflecting such change on Borrower's billing statement. Please be aware that any change to this Agreement may take effect before Borrower receives notification from Lender, and all such changes shall be binding upon Borrower and Lender. Borrower may request a change to Borrower's credit limit by contacting Lender. Lender may require additional documentation from Borrower before approving or denying changes to Borrower's credit limit. In the event any change will cause a fee, rate or minimum payment to increase (other than due to a change in the Prime Rate), Lender will mail Borrower written notice at least 15 days before the beginning of the billing period in which the change will become effective. If Borrower does not agree to any such change, Borrower must notify Lender in writing that Borrower does not agree to such change within 25 days after the effective date of the change and pay Lender the total outstanding balance under the terms of the unchanged Agreement.
- 4. EVENTS OF DEFAULT/REMEDIES. Each of the following constitutes a default by Borrowers under this document: (a) the failure of Borrowers to perform any warranty or agreement contained in this document or in any instrument securing payment of this Loan or related to this Loan; (b) a default by Borrowers under any other promissory note executed by the Borrowers, or any one or more of them, and payable to the Lender; (c) if any statement or report furnished by the Borrowers to the Lender is false in any material respect; (d) if any Collateral is lost, stolen, substantially damaged, destroyed, or, without the Lender's prior written consent, sold or encumbered; (e) if any of the Borrowers die, is dissolved or its existence is terminated, declares insolvency, is declared insolvent, is the subject of any proceeding under any bankruptcy or insolvency law, or is the subject of any proceeding under any state or federal farm or agricultural debt mediation law; (f) any failure by Borrowers to plant as described in the Crop Planning Information section, cultivate, and harvest the resulting crops in due season and in a good and farmer like manner, or to properly care for or protect any of the Collateral; (g) the Lender, in good faith, deems itself insecure or determines that the prospect of Borrowers' payment of this Loan or the prospect of Borrowers' performance of this or any other instrument securing this Loan or relating to it is impaired, (h) any Borrowers' use of any loan proceeds or collateral for an unlawful purpose, and (i) any failure by Borrowers to satisfy, to Lender's satisfaction, each condition set out in Borrowers' Loan Commitment. Upon the occurrence of any one or more events of default, at Lender's option, all unpaid Obligations shall become immediately due and payable, without notice to or demand upon Borrowers and Lender shall have all remedies available to it at law or equity, including all of the remedies as to the Collateral of a secured party under the Uniform Commercial Code.
- 5. EXPENSES. Borrowers promise to pay those fees required at the time of Loan application, Loan closing or set forth in the Loan Commitment, including searches of public records, application fees, filing fees, documentary stamp taxes and other similar charges, and other expenses related to the Loan as determined by Lender. If Borrowers do not pay the full amount of such fees, Lender can pay them and such payment is deemed to be a request by Borrowers for an advance against the Loan. Except where prohibited by law, in the event of a default, the Borrowers promise to pay all expenses reasonably incurred by Lender or its agents in determining priority of, collecting, enforcing the Obligations or Lender's interest in the Collateral, including but not limited to, reasonable attorney's fees, collection costs and legal costs with interest, when permitted by law, whether or not suit is filed, in prejudgment and post judgment enforcements, and in any bankruptcy case involving Borrowers or Collateral.
- 6. WAIVER AND RELEASE. No waiver by Lender, whether express or implied, of any default shall operate as a waiver of any other default or of the same default on a future occasion. The rights granted Lender herein may be exercised cumulatively or individually without prejudice to any right, which Lender may have at law or

equity. Any failure by Lender to enforce or require strict adherence to any of the terms or conditions of this Agreement shall not constitute a waiver by Lender of a breach of any of the other terms or conditions of this Agreement. The Borrowers and other parties to this transaction (except the Lender), and each of them, including principal, surety, guarantor or endorser, agree to be jointly and severally bound and, further, waive demand, protest, and notice of demand, or nonpayment, and agree that the liability of each shall be unconditional without regard to the liability of any other party and shall not be affected by any indulgence, extension, renewal, waiver, release of any party, or of any Collateral, or other modifications granted or consented to by the Lender.

- 7. GENERAL. This Agreement shall be construed in accordance with the laws of the state in which the sale of the products was made (State of Governing Law) and by applicable federal law. All terms herein that are defined in the Uniform Commercial Code, as enacted in the State of Governing Law (UCC), shall have the meanings set forth in the UCC. If any provision(s) of this Agreement are prohibited or are otherwise unenforceable, that shall not affect the enforceability or validity of any other provisions of this Agreement and all other provisions shall remain valid and enforceable. This Agreement is personal in nature and cannot be assigned by Borrowers without the prior written consent of Lender. In the event of a conflict between the Loan Application and Note/Security Agreement and the Loan Commitment, the Loan Commitment controls.
- 8. RETURN OF COLLATERAL. Borrowers agree if it is necessary to return the Collateral, it will be returned to the delivering dealer ("Dealer"). Any such returns will not reduce the Obligations owing until a credit is received by Lender.
- **9. DISCLAIMER OF WARRANTIES.** Borrowers understand the Collateral is financed by Lender without any warranty, express or implied. This includes any implied warranties of merchantability and/or fitness for particular purpose. Any questions or complaints about the Collateral should be directed to the Dealer or product manufacturer and such claim does not constitute a defense by Borrowers for nonpayment of this Note/Agreement.

## 10. WARRANTIES AND AGREEMENTS.

- a. The Borrowers are the absolute owners of the Collateral free from any encumbrances, liens, security interests, or equity interests, except for the security interest granted herein and except as disclosed by the Borrowers to the Lender in writing.
- b. If insurance coverage was required as a condition of loan approval, or at any time during the term of the Loan, Borrowers agree to apply for and maintain such required insurance coverage on all items of Collateral hereunder, until the Loan and all other Obligations have been paid in full. All such policies of insurance shall be issued in such amounts as are acceptable to Lender. Lender shall be named as an additional insured party and/or loss payee on such policy or policies. If any insurance loss is paid to Borrowers and Lender jointly, Borrowers hereby appoint Lender as their attorney to endorse Borrowers' names thereon and to apply the proceeds as set forth below. Lender is authorized to apply the insurance proceeds or any part thereof, at the sole discretion of Lender, to the replanting or the Collateral damaged or destroyed or to the reduction of the Loan and the other Obligations, in such order of application as Lender may determine.
- c. For each Borrower that is not an individual, the legal name of each such Borrower is as set forth herein or in an addendum hereto. None of the Borrowers have used any trade name, assumed name, or other name except those set forth herein or in an addendum hereto. The Borrowers shall give the Lender 30 days prior written notice before any such change.
- d. If any of the Borrowers is a Registered Organization, as that term is defined in the UCC, all information provided to the Lender concerning its state or other location of organization is true, accurate, and complete. No Borrower that is a Registered Organization shall change its state or other location of organization without providing 30 days prior written notice thereof to the Lender before making any such change.
- e. If any of the Borrowers is an individual or an entity that is not a Registered Organization, all information provided by the Borrowers to the Lender concerning the address of an individual Borrower's residence or the address of the chief executive office of an entity that is not a Registered Organization is true, accurate, and complete. None of the individual Borrowers shall change that address of residence without providing 30 days prior written notice before such address change. None of the Borrowers that are entities that are not Registered Organizations shall change that address of the chief executive office without providing 30 days prior written notice before such address change.
- f. Each Borrower who is an individual shall give Lender written notice at least 30 days before any change in Borrower's name, or a name change on Borrower's driver's license or other state-issued identification ("Driver's License"), or expiration, renewal or replacement of Borrower's Driver's License. Each Borrower gives Lender authority to periodically inspect their Driver's License.
- g. Each of the Borrowers hereby appoints each of the other Borrowers as agent for the purposes of this Loan and, if applicable, the Obligations and agrees that loan funds may be disbursed to any one or more of them, as the Lender may elect. This appointment shall continue until written notice of termination is received by the Lender.
- 11. RELATIONSHIP OF PARTIES AND BORROWERS' DECISION: This Agreement does not establish a joint venture, partnership, or joint enterprise between Borrowers and Lender. Borrowers have the absolute obligation to make full payment under the terms and conditions of this Agreement, despite any losses, damage, or destruction to the farm products produced or other Collateral, and despite any financial losses or failure to realize profits from Borrowers' operations. Borrowers realize that because of uncertainties in the farm business, market conditions or profits or losses results cannot be predicted or guaranteed by Lender. Any advice or recommendation by Lender's employees or agents is solely by way of recommendation. Borrowers' implementation of any such recommendation is exclusively Borrowers' decision and Lender shall have no liability for any such decision.
- 12. FINANCIAL RECORDS. The Borrowers agree to (a) maintain complete and accurate financial books and records for Borrowers' business, (b) permit access thereto to the Lender, and (c) provide periodic financial information as requested by Lender in a form acceptable to Lender.
- 13. ANTI MONEY LAUNDERING. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who applies for a loan. So in addition to the information requested herein, we may also ask to see your driver's license or other identifying documents and the name on those documents must be the same as loan applicant name on page 1.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT AND ANY ADDENDUM SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT. Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (Borrowers) and us (Lender) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this Agreement, which is the complete and exclusive statement of the agreement between us, except as we may later agree upon in writing to modify it.