



APPLICATION AND NOTE / AGREEMENT



(A) LOAN REQUEST

\$ _____

FAX to: 877-282-7861

Mail Original to PO Box 64949 St. Paul, MN 55164-0949

(B) APPLICANT INFORMATION

Individual Legal Name [must be the same as driver's license] Loan requires at least one Individual		Social Security Number		Year Began Farming	Date of Birth
Entity Information - Include entity formation documents and complete the AgriSpan borrowing authorization forms.					
Business Name		Entity Type <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____			
<input type="checkbox"/> Check this box if you want Loan in the Business Name.		Tax ID Number		State of Formation	
Mailing and Physical Address		City	State	Zip	County of Residence
Phone #		Cell#	Email		

(C) APPLICANT FINANCIAL AND INCOME INFORMATION Requests over \$250,000 attach the most recent three years of (tax returns and year-end balance sheets) for all applicants, loans \$250,000 or less complete below.

	Assets	Liabilities	Income (Annual)	
Current Value (Cash, Crop, etc.)	\$	\$	Gross Farm	\$
Intermediate Value (Machinery, etc.)	\$	\$	Non-Farm	\$
Long Term Value (Real-estate, etc.)	\$	\$		

(D) LINE OF CREDIT Do you have a line of credit? Yes No, if yes complete below

Lender Names with a Line of Credit	Line of Credit Amount	Current Principal Balance	Secured By
	\$	\$	
	\$	\$	

(E) CROP PLANNING INFORMATION

Crop	Acres	Average Yield	(Less) Prod. Used for Feed %	(Less) Landlord's Share %	Price Per Unit	Total Crop Value	Insurance Coverage: RP, YP, etc.	
							Type	%

(F) REPRESENTATIONS BY UNDERSIGNED

Total crop value:

Each of the undersigned specifically represents to Producers Credit Corporation or to lender named in loan commitment or loan denial, and their agents, successors and assigns (Lender) that the application note/ agreement information furnished is true and complete. Applicants agree to notify Lender promptly of any material change from this information, that Lender can verify the information in this application and any information subsequently added, and provide any information requested by Applicants' creditors and insurance agents (Creditors). Creditors are authorized to provide all requested information to Lender. Applicants grant Lender permission to obtain a credit report for legitimate purposes in connection with this application, including making a credit decision, monitoring, renewing, and collecting the Loan. Lender may disburse Loan proceeds directly to the dealer for the purpose requested in the application and may share its credit decision and credit experience and any credit report with its actual or potential assignees, transferees, participants, or the dealer. The dealer is not authorized to extend commitments for financing or change any terms thereof, including interest rate, and no discussion with dealer may be construed as a commitment for financing. Lender is not responsible for any representation, guarantee, or warranty made by the dealer, manufacturer or any other party in connection with the item(s) financed, nor shall Lender be liable for any breach of such warranties. The promissory note (Note)/ agreement contained herein are conditional upon Lender granting credit. If approved, complete versions of the Agreement documents will be faxed or mailed to the primary Borrower. If denied, a separate letter will be issued by Lender, and all such documents shall be null and void and will be returned on Applicants' written request. Each of the undersigned warrants and certifies they have authority to act and sign for any applicant entity as of the date below. Lender is authorized to report its credit experience with the undersigned on this and future loans to credit reporting agencies. Ohio ECOA: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual request. The Ohio civil rights commission administers compliance with this law. The information contained in this application is provided for the purpose of obtaining business (non-consumer) credit with the Lender on behalf of the undersigned.

APPLICANT/BORROWER(S) SIGNATURE (Must sign as individual and as officer if applicable)

I/We are applying for individual or joint credit. The financial information reflects individual or joint assets.

Date: _____

Entity Name: _____

_____ _____
Individually Individually

By: _____ By: _____

Title: _____ Title: _____

THIS AGREEMENT CONSISTS OF THIS TWO PAGE APPLICATION NOTE / AGREEMENT, ADDENDUM TO NOTE / AGREEMENT (IF ANY), LOAN COMMITMENT, AND CUSTOMER FEE STATEMENT ("AGREEMENT")

(G) NOTE / AGREEMENT

Borrowers hereby apply for a loan in the amount of the Loan Commitment 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 order of 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, six percentage points (6%) 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.

2. 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 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; (e) 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; (f) 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, and (g) 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.

3. 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 collecting or enforcing the Obligations, 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.

4. 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, protest, 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 other modifications granted or consented to by the Lender.

5. 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 Note/Agreement and the Loan Commitment, the Loan Commitment controls.

6. RETURN OF PRODUCT. Borrowers agree if it is necessary to return the product, it will be returned to the delivering dealer. Any such returns will not reduce the Obligations owing until a credit is received by Lender.

7. DISCLAIMER OF WARRANTIES. Borrowers understand that Lender makes no warranty, express or implied on any product sold. This includes any implied warranties of merchantability and/or fitness for particular purpose. Any questions or complaints about the product 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.

8. 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.

9. 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 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.

APPLICATION FOR A SECURED LOAN

**A COMPLETE APPLICATION CONSISTS OF A SIGNED APPLICATION PAGE 1
AND COMPLETED INFORMATION ON THIS PAGE 2.1**

Applicant's Name: _____ **Date:** _____

(H) DRIVER'S LICENSE

Provide a copy of a driver's license for each individual applicant.

(I) CROP INSURANCE Do you carry crop insurance? Yes No, if yes complete below

<small>Crop Ins. Agent Name</small>	<small>Ins. Agent Phone Number</small>		
<small>Ins. Agent Address</small>	<small>City</small>	<small>State</small>	<small>Zip</small>

(J) LIST OF BUYERS OF CROPS

Name	Address	City and State	Phone

(K) LOCATION OF ACRES

<small>County/Parish</small>				
<small>State</small>				

(L) LEGAL DESCRIPTION Complete all fields for Louisiana, Mississippi, North Dakota, or Georgia

Crop	<small>Quarter (ex. - NW 1/4, SW 1/4)</small>	<small>Section No.</small>	<small>Twp. No. N or S</small>	<small>Range No. E or W</small>	Farm No.	Legal Owner of Record	County/Parish	State
	Land Lot #	District #						

**SIGNATURE ADDENDUM TO
APPLICATION AND NOTE / AGREEMENT**

Applicant's Name: _____

Individual Legal Name[must be the same as driver's license] Loan requires at least one Individual	Social Security Number	Year Began Farming	Date of Birth

Entity Information - Include entity formation documents and complete the AgriSpan borrowing authorization forms.

Entity Type	Business Name (When Applicable)	Tax ID Number	State of Formation
<input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____			
<input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other _____			

APPLICANT/BORROWER(S) SIGNATURE:

DATE: _____

Individually

Individually

Individually

Individually

Entity Name: _____

By: _____

By: _____

Title _____

Title _____

By: _____

By: _____

Title _____

Title _____

Entity Name: _____

By: _____

By: _____

Title _____

Title _____

By: _____

By: _____

Title _____

Title _____