

LOAN APPLICATION AND NOTE/SECURITY AGREEMENT

(A) APPLICANT INFORMATION	(BETWEEN \$10,000- \$50,000) LOAN REQUEST \$ _____	LOAN PURPOSE [<input type="checkbox"/>] Livestock [<input type="checkbox"/>] Crop	
Legal name of individual (First, M., Last) or Entity	SS# or Tax ID #	Yr Began Farming	Date Birth/Entity Formed
Street and mailing address	City	State	Zip
County of residence	County (s) of farming operation(s)		
Phone # Cell#	Email	County (s) of farming operation(s)	
Applicant is a (check one) <input type="checkbox"/> Individual/Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____		Marital Status: M = Married U = Unmarried (circle one) S = Separated	

(B) CO-APPLICANT
Complete this section for any Co-Applicant, whether an individual or entity.

Co-Applicant Full Legal Name (First, M., Last)	SS or Tax ID#	Date Birth/ Entity Formed

(C) APPLICANT'S FINANCIAL AND INCOME INFORMATION
Complete the following for the Applicant OR attach a signed and dated copy of the Applicant's last year-end balance sheet.

Total Assets \$ _____	Total Liabilities \$ _____	Gross Farm Income (annual) \$ _____	Non Farm Income (annual) \$ _____
Do you sell farm products under names not identified on this application? <input type="checkbox"/> No <input type="checkbox"/> Yes Name/dba _____			
Are you involved in any other businesses, partnerships or corporations? <input type="checkbox"/> No <input type="checkbox"/> Yes Name _____			
Any loans currently with Producers Credit Corporation (PCC)? <input type="checkbox"/> No <input type="checkbox"/> Yes Name _____			
Any of the applicants an employee or director of UPI or PCC? <input type="checkbox"/> No <input type="checkbox"/> Yes Explain _____			

(D) APPLICANT'S PRIMARY LENDER REFERENCE

Lender Name	Phone #	Contact Name

(E) REPRESENTATIONS BY UNDERSIGNED

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 and Note information furnished is true and complete. Applicants agree to notify Lender promptly of any material change from this information. Applicants agree that Lender can verify the information in this application and any information subsequently added, and that Lender can provide any information requested by Applicants' creditors and insurance agents (Creditors). Creditors are authorized to provide all requested information to Lender until the Lender and Applicant/Borrower relationship has ceased. Lender and Creditors are released from all claims or omissions which occur in verifying the information herein. Applicants grant Lender permission to obtain a credit report for legitimate purposes in connection with this transaction, including making a credit decision, monitoring 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 with the dealer. The dealer is not authorized to extend commitments for financing or 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, or any other party in connection with the item(s) financed, nor shall Lender be liable for any breach of such warranties. Lender may report information on this and future loans to consumer reporting agencies. The promissory note (Note) and security agreement contained herein are conditional upon Lender granting credit and must be executed before credit is granted. 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. Any of the undersigned signing on behalf of a partnership, corporation or other entity, warrants and certifies they have been duly authorized by the Applicant entity to act on its behalf with respect to this application and Note and is authorized to sign below on behalf of the Applicant as of the date below. 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. This application is provided for the purpose of obtaining business (non-consumer) credit. Where there is more than one signature below, it is the intent of all to apply for joint credit.

APPLICANT(S)/BORROWER(S) SIGNATURES (Must sign as individual, and as officer if applicable)
By signing below, each Applicant/Borrower certifies having read and agrees to the terms and disclosures on these Agreement documents.

DATE: _____ _____ _____
Individually Individually

Entity Name: _____ By: _____ By: _____
Title: _____ Title: _____

At the discretion of Lender, additional information may be requested on each entity applicant/borrower, such as Partnership Agreement with Amendments, Corporate/LLC Articles of Incorporation with Amendments, LLC Operating Agreement, and Borrowing Authorization Resolution and Certification.

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

(F) NOTE AND SECURITY AGREEMENT

Upon Lender's approval of the Loan Application, Applicant(s) shall be considered and referred to herein as Borrowers. Borrowers hereby apply for a loan in the amount of the Loan Request, stated on page 1, from Lender, for the purchase of products 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 ADJUSTABLE RATE PRIME BASED not to exceed prime rate plus 5%, as the initial rate of interest, based on an index and a margin. Prime rate is quoted in the Wall Street Journal. Specifics on rates are contained in Borrowers' Loan Commitment and incorporated herein by this reference.

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 shall be adjusted so that the total interest actually paid will equal the maximum amount that may be lawfully collected.

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 livestock, now existing or hereafter born, all increase, issue, offspring, products and produce from the livestock (Livestock); all feed, medicine and other supplies to be used in connection with or consumed by the Livestock; all cash and noncash proceeds of the Livestock, including but not limited to money, accounts, contract rights, benefits payable under insurance policies, and any other rights to payment. 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 inventory, chattel paper, documents, instruments, supporting obligations, accounts, general intangibles, and cash and noncash proceeds from the sale, exchange, collection, or disposition of any of the Collateral. All entitlements and payments, whether in cash or in kind, including but not limited to agricultural subsidy, deficiency, diversion, conservation, disaster, contract reserve, under any government 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. Lender will not perfect its security interest so long as Borrowers are not in default under this Note/Security Agreement.

3. DEFAULT EVENTS/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 cultivate and harvest the crops resulting from use of the products herein 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, and (h) 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.

4. 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 attorneys 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.

5. 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 of any Collateral, or other modifications granted or consented to by the Lender.

6. GENERAL. This Agreement shall be construed in accordance with the laws of the state in which Borrowers reside or is a Registered Organization (State of Governing 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.

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

8. 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 and such claim does not constitute a defense by Borrowers for non payment of this Note.

9. 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.

10. STATE LAW DISCLOSURE. The following clause applies only if the Collateral includes crops growing or to be grown in North Dakota. This security agreement covers crops now growing. This security agreement also covers future crops to be grown in the current year or any year hereafter.

11. 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.

IMPORTANT: READ BEFORE SIGNING. THE TERMS ON BOTH PAGES 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.