APPLICATION / MASTER NOTE / SECURITY AGREEMENT

Secure™ By WinField United

(A) LOAN REQUEST $

(B) APPLICANT INFORMATION

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

Entity Information - Name should match as registered with the Secretary of State. Include entity formation documents and complete the Secure by WinField United borrowing authorization forms on non-scorecard loan requests.

Business Name	Entity Type ☐ Partnership ☐ Corporation LLC ☐ Other _____	
	Tax ID Number	State of Formation

Mailing and Physical Address	City	State	Zip	Primary County of Residence

Phone #	Cell #	Email

Primary State of Farmland	Primary County of Farmland

(C) APPLICANT FINANCIAL AND INCOME INFORMATION Non-scorecard loan requests, attach the most recent three years of (tax returns and year-end balance sheets) for all applicants. For scorecard loans, complete below.

Statement Date:		Total Assets	Total Liabilities
Balance Sheet		$	$
		Gross Farm (Schedule F)	Non-Farm
Income (Annual)		$	$

(D) OPERATING LINE Do you have an operating line? ☐ Yes ☐ No, if yes complete below

Lender(s) Names with an Operating Line	Operating Line 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	%
					Total crop value:			

(F) REPRESENTATIONS BY UNDERSIGNED

Each of the undersigned ("Applicant(s)" or "Borrower(s)") specifically represents to lender named in Loan Commitment or loan denial, and its agents, successors and assignees ("Lender") that the information furnished herein is true and complete. Applicants agree to notify Lender promptly of any material change(s) to this information. Applicants agree that Lender can verify the information herein and any 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 and its assignees permission to obtain a credit report in connection with this application, to make a credit decision, review the account to determine continued eligibility, or collect on the Loan. Lender may disburse Loan proceeds directly to the entity from which Borrower will be purchasing agricultural inputs ("Dealer") for the purpose requested herein and may share its credit decision, credit experience and any credit report with its actual or potential assignees, transferees, participants, or the Dealer. Lender will report credit and transaction experience to credit reporting agencies. 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 thereof. The master note/security agreement ("Note") contained herein and agreed to by Borrowers is conditional upon Lender granting credit. If approved, complete versions of the Agreement will be available upon request of the Primary Borrower either electronically or by mail. If denied, a separate letter will be issued by Lender, and the Note 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. The information contained herein is provided for the purpose of obtaining business (non-consumer) credit with the Lender on behalf of the undersigned. Each Borrower hereby certifies it is engaged in the business of commercial farming and all products purchased on credit or with Loan proceeds will be used exclusively for commercial farming and agricultural purposes. This declaration of business purpose is made under penalty of perjury. Transmission of this Application/Master Note/Security Agreement ("App/Note") as an electronic record containing an electronic signature, as those terms are defined in applicable federal and state laws, or facsimile transmission of this App/Note containing a facsimile signature, shall be as effective, enforceable and valid as if a paper version of this App/Note were delivered containing an original signature. This App/Note constitutes an original document for legal purposes and is effective as a transferable record. The method used herein reliably establishes the identity of the Lender as a holder in due course and the person entitled to control the transfer of this electronic App/Note. Borrower may request a paper copy of any record available electronically. 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.

Dealer is not authorized to sell or transfer this document.

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

When there is more than one signature below it is the intent of all to apply for joint credit.

Date: _____ Entity Name: _____

_____ Individual Signature

_____ Individual Signature

By: _____ Authorized Signature

By: _____ Authorized Signature

Title: _____

Title: _____

THIS AGREEMENT CONSISTS OF: APPLICATION/MASTER NOTE /SECURITY AGREEMENT, LOAN COMMITMENT(S), ADDENDUM TO MASTER NOTE /SECURITY AGREEMENT AND CUSTOMER FEE STATEMENT (IF ANY) ("AGREEMENT")

AUTHORIZED REPRESENTATIVE CERTIFICATE

Dealer: GreenPoint Ag Holdings, LLC
121 Somerville Rd NE
Decatur, AL 35601

Company:_____

The individual signing below (the "**Authorized Representative**") is hereby authorized in the name and on behalf of the Company to: (1) enter into one or more credit transactions with or through Dealer upon such terms as may seem advisable to such Authorized Representative; and (2) execute, deliver and perform or cause the same to be executed, delivered and performed on behalf of the Company such promissory notes, security agreements, pledges, hypothecations, mortgages, loan agreements, financing statements and other documents in connection therewith, in anticipation thereof or incidental thereto (collectively, the "**Loan Documents**"); any instruments executed hereunder to be in such form and with such terms and conditions as may be agreed upon between the Authorized Representative and the Dealer.

The Authorized Representative further represents, warrants and covenants with Dealer as follows:

(a) all collateral descriptions and locations on the Loan Documents are accurate;

(b) all signatures on the Loan Documents are genuine;

(c) all credit references on the application are genuine and verified;

(d) the Company is a validly formed entity and in good standing in all jurisdictions in which the Company does business, and

(e) the Authorized Representative is authorized to bind the Company under the Loan Documents.

IN WITNESS WHEREOF, the Authorized Representative(s) has signed this certificate on the _____ day of _____, 20____.

AUTHORIZED REPRESENTATIVE

_____
Signature

Printed Name:_____

Title:_____

Driver's License Number:_____

State Issued: _____

Expiration Date: _____

** ATTACH COPY OF DRIVER'S LICENSE WITH THIS FORM

(G) MASTER NOTE / SECURITY AGREEMENT

By signing above, Borrowers hereby apply for a loan in the amount of the Loan Request, stated above, from Lender, for the purchase of seed, agricultural products and supplies and related services solely for use in Borrowers' farming operations ("Loan" or "Loans") and agree as follows:

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%, is the initial rate of interest, equal to the Interest Rate, based on an index and a margin. Specifics are set forth in Borrowers' individual Loan Commitment and incorporated herein by this reference. The index for adjustments is the prime rate reported on the tenth day of the month preceding the interest rate change date by the Wall Street Journal in its daily listing of money rates, defined therein as "the base rate on corporate loans posted by at least 70 percent of the 10 largest U. S. banks." If a prime rate is not reported on the tenth day of a month, the prime rate reported on the first business day preceding the tenth day of the month will be used. If this index is no longer available, Lender will select a new index which is based upon comparable information.
- 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' individual 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' individual 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 (6.00%) will be added to the interest rate ("Default 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 Loan 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 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. Notwithstanding the foregoing or any provision herein to the contrary, in no event shall the interest rate be less than 0.00% per annum.

If the Loan is identified as Revolving in the Loan Type on Borrower's Loan Commitment, the following language will apply: REVOLVING LOAN: This is a revolving loan. Lender may, from time to time, make advances of principal to Borrower ("Advances") upon Borrower's request during the Draw Period. The "Draw Period" shall be the period of time prior to maturity of the Loan during which all of the following are satisfied, at Lender's sole discretion: (A) Borrower meets all of the applicable loan program requirements, (B) Borrower is not in default of this Agreement or any related agreements, (C) Borrower is in compliance with all terms of the Agreement and all related agreements, and (D) the Loan has not matured. Repayment of principal reinstates the amount of revolving credit available, subject to the terms of this Agreement. Borrower understands that the maximum amount of revolving credit available to Borrower at any one point in time will be identified in the Loan Commitment, and regardless of any amount specified in this Agreement, the actual credit available hereunder shall not exceed the credit limit stated in the Loan Commitment. Borrower understands that Lender may at any time stop making Advances on Borrower's behalf if any of the following occur, at Lender's sole discretion: (A) the total of a requested Advance, when combined with the current principal balance of the Loan, would cause the amount due under this Agreement to exceed the credit limit stated in the Loan Commitment; (B) the Maturity Date (as defined in the Loan Commitment) or the Draw Period has passed; (C) Borrower is in default of this Agreement or any other agreement with Lender; (D) the Advance is not allowed under the then existing policies and procedures of Lender; (E) there has been a material adverse effect in Borrower's ability to satisfy Borrower's obligations to Lender, as determined solely by Lender; or (F) Borrower has applied funds provided pursuant to this Agreement for purposes other than those authorized by Lender.

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 farm 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 livestock; 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, accounts receivable, 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 and/or private 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. FUTURE CREDIT REVIEW (EVERGREEN). The parties intend to develop a lending relationship in which future loans may be made for purposes similar to the initial Loan, after Lender's credit review and upon Lender's sole discretion. If a future Loan is made, the terms and conditions, including the approved Loan amount, shall be set forth in a Loan Commitment provided by Lender. Borrowers' continued use of the funds set forth in the Loan Commitment constitutes agreement to the changed terms. Borrowers may request a change to Borrowers' approved Loan amount by contacting Lender. Updated financial statements and/or anticipated crop plan information may be required for Lender's consideration of a future Loan, even if an increased Loan amount is not requested. Material changes to financial position and/or repayment history with Lender and/or other creditors will negatively impact Borrowers' potential for a future Loan. If Borrowers do not agree to accept such future Loan, Borrowers must provide written notice to Lender, pay the outstanding Loan balance(s) in full, and the Loan Commitment will thereby be terminated. If either party provides timely notice of its intent not to renew this Agreement, the Agreement shall terminate on the expiration of the then-current Loan and all Obligations, including expenses and fees, shall be immediately due and payable.

4. CHANGES TO BORROWERS' AGREEMENT AND LOAN AMOUNT. At Lender's discretion, and except as prohibited by applicable law, Lender may change Borrowers' Loan amount, Maturity Date, fees, costs, interest rate or other terms of this Agreement at any time. In the event any change will cause a fee, rate or payment to increase (other than due to a change in the Prime Rate), Lender will notify Borrowers of such change either by sending Borrowers a separate notice or by reflecting such change on Borrowers' monthly statement or billing notice at least 15 days before the beginning of the billing period in which the change will become effective. Any change to this Agreement may take effect before Borrowers receive notification from Lender, and all such changes shall be binding upon Borrowers and Lender.

5. INSTRUMENTS EVIDENCING THE LOANS. Each Loan will be evidenced and governed by this application, master note and security agreement, Loan Commitment(s), monthly statements, and any additional documents as required by the Lender. In addition, Lender may require collateral for any or all Loans and Borrowers will be required to execute and deliver security agreements, financing statements, and other security documents as requested by Lender from time to time.

6. APPLICATION OF PAYMENTS. Borrowers will repay the principal on the Loans in full, with interest. When Borrowers make payments on the Loans or other indebtedness, Lender shall have the final determination as to how the payments will be applied. Each Loan may consist of any group of transactions evidenced by an Agreement, Loan Commitment(s), and billing statements, which is administered separately by Lender and identified as loan number(s) assigned by the Lender; and payments by the Borrowers on such Loans may be applied to a Loan as a whole and as Lender deems fit.

7. DISBURSEMENT OF LOAN FUNDS. Disbursements of principal under the Loans may be made at various times at the request of Borrowers, provided that Lender shall have the right to withhold further disbursements if it determines that: (a) the value of the Collateral is insufficient; (b) Loan proceeds previously advanced have been used for purposes other than those approved by Lender; (c) the terms and conditions of this Agreement have been violated by Borrowers; (d) Borrowers do not demonstrate continued involvement in farming, or (e) any other event has occurred which would entitle Lender to accelerate payment of the Loan.

8. 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, to plant the seeds, 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 Loans outstanding 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, including which shall permit Lender to demand immediate payment of all Obligations under the Loans, refuse further loans and cancel future disbursements, and exercise all remedies available to it hereunder including the right to proceed against any or all Collateral, and under any applicable law (all such remedies shall be taken and construed as cumulative).

9. 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, 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. Lender is authorized but not obligated to pay the following items, charge the same to any Loan, and charge interest thereon at the rate or rates then applicable to the Loan: amounts required to pay prior or superior liens on any of the Collateral and the premiums for crop insurance required from the Borrowers in connection with the Loan.

10. 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.

11. 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. In the event of a conflict between the App/Note and the Loan Commitment, the Loan Commitment controls.

12. RETURN OF COLLATERAL. Borrowers agree if it is necessary to return the Collateral, it will be returned to the "Dealer". Any such returns will not reduce the Obligations owing until a credit is received by Lender.

13. 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 seed company, Dealer or product manufacturer and such claim does not constitute a defense by Borrowers for nonpayment of this Agreement.

14. WARRANTIES AND AGREEMENTS.

a. 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 of 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. Borrowers shall give 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.

15. 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.

16. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the respective heirs, successors and assigns of the parties. The Borrowers are prohibited from assigning this Agreement or delegating any of their undertakings, obligations or rights hereunder, and no rights are intended to be created for the benefit of any third-party donee, creditor or incidental beneficiary of the Borrowers.

17. BORROWER/LENDER RELATIONSHIP. Lender is neither an agent for nor a fiduciary of Borrowers in regard to Borrowers' farming operations or Borrowers' borrowing transactions.

18. FINANCIAL RECORDS. 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.

19. STATE LAW DISCLOSURE.
NORTH DAKOTA. If the Loan is made in North Dakota the following applies:
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. Pursuant to Section 13-05-01-04 of the North Dakota Administrative Code as amended requiring a Loan Disclosure Statement, Lender provides Loan(s) Commitment(s) which set forth a summary of the Loan terms and general information regarding the Loan(s) and Note between Lender and Borrowers. Borrowers should refer to the Loan Commitment(s) for the Loan Disclosure Statement.

CAUTION TO BORROWER: If you do not have the funds to pay the balloon payment when due, it may be necessary for you to obtain a new loan against your property for this purpose and you may be required to again pay commission and expenses for arranging the loan. Keep this in mind when deciding upon the amount and terms of the loan that you can obtain at this time.

NOTICE: MONEY BROKERS ARE LICENSED AND REGULATED BY THE DEPARTMENT OF FINANCIAL INSTITUTIONS, 2000 SCHAFER STREET, SUITE G, BISMARCK, NORTH DAKOTA 58501-1204. THE DEPARTMENT OF FINANCIAL INSTITUTIONS HAS NOT PASSED ON THE MERITS OF THE CONTRACT AND LICENSING DOES NOT CONSTITUTE AN APPROVAL OF THE TERMS OR OF THE BROKER'S ABILITY TO ARRANGE ANY LOAN. COMPLAINTS REGARDING THE SERVICES OF MONEY BROKERS SHOULD BE DIRECTED TO THE DEPARTMENT OF FINANCIAL INSTITUTIONS.

SOUTH DAKOTA. If the Loan is made in South Dakota the following applies:
Borrowers may contact: Division of Banking, South Dakota Department of Labor and Regulation, 1601 N. Harrison Avenue, Suite 1, Pierre, SD 57501, Phone: 605.773.3421, email: banking@state.sd.us, to report any improprieties in making this loan or in loan practices.

20. IDENTITY VERIFICATION AND 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. Borrowers represent and warrant that the identity information set forth above and otherwise provided is true and correct.

21. WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY LAW, BORROWER AND LENDER HEREBY IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM, ACTION, PROCEEDING, OR COUNTERCLAIM BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY LOAN COMMITMENT, OR ANY LENDING RELATIONSHIP BETWEEN THE PARTIES.

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.