



FEED LOAN APPLICATION AND NOTE/SECURITY AGREEMENT



Date: \_\_\_\_\_

A Minnesota Limited Liability Company

(A) APPLICANT INFORMATION

Up to \$100,000
LOAN REQUEST \$ \_\_\_\_\_

AGRICULTURE LOAN PURPOSE
Feed

Legal name of individual (First, Middle, Last) or Entity (Name as shown on State Driver's License)
SS# or Tax ID #
Yr Began Farming
Birth Date/Entity Formed
Street and mailing address
City
State
Zip
County of Residence
Phone #
Insurance agent-name/ph.#
Email
County (s) of farming operation(s)
Applicant is a (check one)
Marital Status: M = Married U = Unmarried
Does applicant sell farm products under a name not listed on this application?

(B) CO-APPLICANT

Complete this section for any Co-Applicant, whether an individual or entity.

Table with 4 columns: Co-Applicant Full Legal Name (First, Middle, Last), Co-Applicant Address, SS # or Tax ID #, Birth Date/Entity Formed

(C) APPLICANT'S FINANCIAL AND INCOME INFORMATION

Attach a signed and dated copy of the Applicant's most recent balance sheet.

(D) APPLICANT'S LENDER REFERENCE

Table with 5 columns: Crop Financing Sources, Lender, Lender Contact, Lender Phone, Total Commitment, Collateral

(E) LIVESTOCK FEED PLAN INFORMATION AND SCHEDULED PAYMENTS

Table with 8 columns: Livestock Type, Number of Head, Average weight per Head, Price per Head, Estimated Sale Date, Total Value, Payment Due Date, Principle Payment Amount

(F) REPRESENTATIONS BY UNDERSIGNED

Each of the undersigned specifically represents to CHS Capital, LLC, a Minnesota Limited Liability Company, and CHS Capital, LLC agent, successors and assigns (Lender) that the information provided in and with this application/ note is true, correct, and complete.

The undersigned authorize Lender to sell, assign, transfer, grant participations or security interests in, or otherwise dispose of, any portion of the requested loan to affiliates, banks or other financial institutions.

APPLICANT(S)/BORROWER(S) SIGNATURES: By signing below, each Applicant/Borrower certifies having read and agrees to the terms and disclosures on these Agreement documents.

Individual Signatures:

Entity Signatures:

[X] \_\_\_\_\_

Entity Name (if applicable): \_\_\_\_\_

[X] \_\_\_\_\_

By: [X] \_\_\_\_\_ By: [X] \_\_\_\_\_ By: [X] \_\_\_\_\_

[X] \_\_\_\_\_

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

Resolution and Certification. Borrowers and Co-borrowers warrant that signers acting on behalf of any corporation, limited liability company, partnership (all types of partnerships) or trust, that they are duly authorized to enter into and execute this Agreement on behalf of any corporation, limited liability company, partnership (all types of partnerships) or trust and further are authorized to enter into and execute any other documents in conjunction with this Agreement, including but not limited to: open account application, promissory note, transaction account or any other evidence of indebtedness as well as any other collateral or mortgage documents.

THIS APPLICATION AND NOTE INCLUDES AND INCORPORATES THE SIGNATURE ADDENDUM (IF ANY), ND DISCLOSURE STATEMENT (IF ANY), AND BORROWER'S LOAN COMMITMENT ("collectively referred to as "Agreement").

**(G) NOTE AND SECURITY AGREEMENT**

Upon Lender's approval of the application portion of this Agreement, 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. This loan is given for business purposes and for the purchase of products solely for use in the Borrower's farming operations.

**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 rates of interest:

Interest Rate. The rate of interest shall be a variable rate of interest, as specified in the Borrower's Loan Commitment which will be sent to the Borrower upon approval of the loan. Borrower understands that the rate of interest and other key terms of the loan have not yet been determined as of the execution of this application but will be set by the Lender based on various factors at such time as the loan may be approved. If the loan is approved, Borrower will be informed in writing, in a Loan Commitment, what these additional terms are. Borrower agrees that acceptance of the benefit of the loan, whether by receipt of funds, or by the benefit of transfers or payments made on behalf of Borrower connected with the loan, or otherwise, constitutes Borrower's acceptance of the terms provided in the Loan Commitment. Interest will be calculated on the basis of actual number of days elapsed in a year of 360 days.

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 Borrower's Loan Commitment. If any amount is due and owing 90 days after the maturity date, Borrowers will be charged 5.000% of the unpaid principal portion due and owing on the maturity date. Upon default, including failure to pay upon final maturity, the total sum due under this Note will accrue interest at the specified interest rate under this Agreement and the Borrower's Loan Commitment. 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.

**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 continuing, security interest (the "Security Interest") in all of Borrower's current or future personal property (tangible, intangible and mixed), wherever located, and whether now owned or hereafter acquired, including, without limitation, all: goods, inventory, equipment, machinery, farm products, crops, livestock, chattel paper, accounts, deposit accounts, government payments, government agricultural program payments, investment property, instruments, documents, commercial tort claims, letter of credit rights, supporting obligations, contract rights, general intangibles, furniture, and proceeds ("Collateral"). Borrower agrees that Lender may file, with or without Borrower's signature, any financing statements, continuation statements, effective financing statements, central notice filings or any other documents for perfection of Lender's lien in the collateral deemed necessary and desirable by Lender. Borrower's signature on this agreement constitutes Borrower's signature on any financing statements, continuation statements, effective financing statements, central notice filings or any other document for perfection of Lender's lien or transfer of title to property subject to Lender's lien. Borrower shall, at the request of Lender, execute and deliver to Lender any financing statements, continuation statements, effective financing statements, central notice filings or any other document for perfection of Lender's lien or transfer of title to property subject to Lender's lien. Alternatively, Borrower appoints and constitutes Lender its agent and attorney-in-fact to execute on behalf of Borrower any financing statements, continuation statements, effective financing statements, central notice filings or any document for perfection of Lender's lien or transfer of title to property subject to Lender's lien deemed necessary and desirable by Lender. Borrower shall pay the cost of the filing of any financing statements, continuation statements, effective financing statements, central notice filings or any other document for perfection of Lender's lien or transfer of title to property subject to Lender's lien. This Agreement does not supersede or replace, but instead is in addition to, all existing security agreements. This Loan is cross-collateralized and cross-defaulted with any other existing, outstanding, or future loans and obligations of Borrowers to Lender until paid in full.

**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 Agreement 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 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 under this Agreement or the prospect of Borrowers' performance of this or any other instrument securing this Agreement or relating to it is impaired, and (h) any failure by Borrowers to satisfy, to Lender's satisfaction, each condition set out in Borrower's Loan Commitment. Upon the occurrence of any one or more events of default, at Lender's own election and sole discretion, Lender shall be entitled to any or all of the following remedies, and may employ any of them, or any combination of them, at such times as Lender may choose, without any such decisions being deemed an election of remedies which precludes the exercise of other Lender remedies (i) Lender may increase the rate of interest on the loan to the default interest rate identified on the Borrower's Loan Commitment, (ii) all unpaid obligations shall become immediately due and payable, without notice to or demand upon Borrowers, and (iii) 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. 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. Underwriting and renewal of any credit facility is always subject to discretion of Lender and Lender may, at any time, decline to renew a credit facility or require additional information prior to making a determination of whether or not to renew a credit facility. 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.

**5. EXPENSES.** Borrowers promise to pay those fees required at the time of loan application, Agreement closing or set forth in the Borrower's Loan Commitment, including searches of public records, application fees, filing fees, documentary stamp taxes and other similar charges, and other expenses related to the Agreement 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 Agreement. Except where prohibited by law, Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

**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 the 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.

**7. GENERAL.** The terms and conditions of this Agreement shall be governed, construed, interpreted, and enforced in accordance with the domestic laws of the State of Minnesota, or other State, only if designated by Lender without regard to its conflict of law principles. 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 Agreement and the Borrower's Loan Commitment, the Borrower's Loan Commitment controls.

**8. RETURN OF PRODUCT.** Borrowers agree if it is necessary to return the Collateral, it will be returned to the delivering Retailer (Retailer as named in the Borrower's Loan Commitment). 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 Retailer or product manufacturer and such claim does not constitute a defense by Borrowers for non-payment under this Agreement.

**10. 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.

**11. 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.

**12. 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.

**Applicable to SD Residents Only.** If there are any improprieties in making this loan or in loan practices, please refer to the Division of Banking, South Dakota Department of Labor and Regulation at the following address and telephone number: 1601 N. Harrison Avenue, Suite 1, Pierre, South Dakota 57501, (605) 773-3421.

**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. Borrowers agree that 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 and except as modified by the loan commitment, if any, given by Lender to Borrower.**

Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_