

(G) NOTE AND SECURITY AGREEMENT

Borrowers hereby apply for a loan in the amount of the Seed Loan Request, stated above, from Lender, for the purchase of seed 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 Seed Loan Request, stated above, or so much thereof as due and owing hereunder, together with interest accrued thereon at either:
ADJUSTABLE RATE PRIME BASED not to exceed prime rate (as quoted in the Wall Street Journal) plus 5%, as the initial rate of interest, based on an index and a margin. Specifics on rates are contained in Borrowers' Loan Commitment and incorporated herein by this reference.
FIXED RATE not to exceed 15% 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 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 grants 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. 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 plant the seeds as described in the Seed Purchase 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, 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 promises 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 pre-judgment 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 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 Seed 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 seed company or product manufacturer 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 and the name on those documents must be the same as loan applicant name on page 1.

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.