

**From:** Matt Haab <MDHaab@verospartners.com>  
**Sent:** Saturday, September 27, 2014 10:41 AM  
**To:** Jeff Risinger <jeff@farmgrowcap.com>  
**Subject:** RE: Documents to Sign  
**Attach:** DOC092714.pdf

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Jeff, Ashley sent you one but not both so here is my signature page for the other agreement, thx.

**Matthew D. Haab, CPA**  
5935 South Emerson Avenue, Suite 100  
Indianapolis, IN 46237  
o: 317.781.9300 x780  
f: 317.781.9301  
[www.verospartners.com](http://www.verospartners.com)

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**From:** Jeff Risinger [mailto:jeff@farmgrowcap.com]  
**Sent:** Wednesday, September 24, 2014 4:42 PM  
**To:** Matt Haab  
**Subject:** Documents to Sign

Matt:

In prepping for tomorrow's call, but not necessarily for the call, attached (too big, I'll send via LeapFile) are, for signing, the following:

1. The original loan agreement between FGC/PinCap and VFLH (with all schedules), and
2. The assignment of the 2013 loans by VFLH to FGC. Note the next to last paragraph points how the Assignment interacts with the loan agreement referenced in item #1 above.

Sign #1 at page 6 and #2 at page 1. You can just send signature pages.

Thanks.

Jeff



Notices or demands under this Note (unless otherwise expressly provided) shall be in writing and shall be delivered by hand, courier, overnight delivery, or the United States Mail (registered or certified mail), with all expenses of delivery prepaid, and shall be addressed as follows:

To Borrower:

Jeffery Risinger  
600 E. Carmel Drive  
Suite 112  
Carmel, IN 46032

To Lender:

Matthew D. Haab  
President  
Veros Partners, Inc.  
5935 S. Emerson Avenue  
Suite 100  
Indianapolis, IN 46237

Borrower and Lender, intending to be legally bound hereby, have duly executed this Note as of the day and year first written above.

**BORROWER:**

**FarmGrowCap LLC,**  
an Indiana limited liability company

By: Jeffery B Risinger  
Jeffery B. Risinger, as a member of PinCap LLC,  
the sole member of FarmGrowCap LLC

**PinCap LLC,**  
an Indiana limited liability company

By: Jeffery B Risinger  
Jeffery B. Risinger, as a member

**VEROS FARM LOAN HOLDING LLC:**

By: M D Haab  
Matthew D. Haab, President of Veros Partners, Inc.,  
the Manager of Veros Farm Loan Holding LLC

**Attachments:**

Exhibit A - - Loan Advances & Repayment Grid  
Exhibit B - - Assignment of Loans & Collateral

**From:** Ashley Schmoll <AMSchmoll@verospartners.com>  
**Sent:** Friday, September 26, 2014 12:56 PM  
**To:** jrisinger@pinfinancial.com  
**Cc:** Matt Haab <MDHaab@verospartners.com>  
**Subject:** Assignment of Loans from VFLH to FGC  
**Attach:** Assignment of Loans from VFLH to FGC.pdf

---

Hi Jeff,

Please find attached the Assignment of Loans from VFLH to FGC document signed by Matt. He had asked me to send this over to you..

Thank you!

Ashley M. Schmoll



How can I help you create Your Tomorrow Plan?

5935 South Emerson Avenue, Suite 100  
Indianapolis, IN 46237

o: 317.781.9300 x730  
f: 317.781.9301

[amschmoll@verospartners.com](mailto:amschmoll@verospartners.com)

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**ASSIGNMENT OF LOANS & LOAN DOCUMENTS**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Veros Farm Loan Holding ("Assignor") hereby assigns to Farm Grow Cap LLC ("Assignee"), and Assignee hereby assumes from Assignor: (i) the loans and loan documents referenced in Exhibit A attached to this Assignment (the "Loans" and "Loan Documents"), and all of Assignor's rights, title and interests in, to and under the Loans and Loan Documents, and (ii) all of Assignor's right, title and interest in, to, and under the instruments, documents, certificates, letters, records, and papers relating to the Loan Documents and all other documents executed and/or delivered in connection with the Loans and Loan Documents, including, without limitation, all related crop insurance assignments, security agreements, lien filings, and financial statements of borrowers, and (iii) all rights and benefits of Assignor related to the Loans and Loan Documents and such other instruments, documents, certificates, letters, records and papers.

This Assignment of Loans and Loan Documents (the "Assignment") is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, except that Assignor hereby represents and warrants that it has good title to the Loans and Loan Documents, free of encumbrances, and has the power and authority to enter into and make this Assignment.

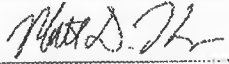
In consideration of this Assignment, Assignee shall pay to Assignor a cash price equal to the lesser of (a) the amount of funds required by Assignor to pay all amounts owing by Assignor to the members of Assignor who made investments in Assignor to fund the Loans, and (b) the total amount of payments owing under the Loans by the subject borrowers. Payment of this purchase price shall be made as and when the borrowers under the Loans make payments under the Loans; provided, however, that the purchase price shall be fully paid no later than November 28, 2014.

Assignor agrees that the performance of Assignee under this Assignment is payment in full (with a full release) of the obligations of Assignee and PinCap LLC under that certain "PinCap LLC / FarmGrowCap LLC Loan Agreement & Promissory Note, dated March 1, 2013, a copy of which is attached to this Assignment.

This Assignment shall be governed and construed in accordance with the laws of the State of Indiana.

**ASSIGNOR:**

Veros Farm Loan Holding LLC

  
Matt Haas for Veros Partners, Inc.,  
Manager of Veros Farm Loan Holding  
LLC

Date: July 15, 2014

**ASSIGNEE:**

FarmGrowCap LLC

  
Jeffery B. Risinger, Member

Date: July 15, 2014

**EXHIBIT A**

**Assigned Loans**

<b>Borrower</b>	<b>Amount of Loan Facility</b>	<b>Date of Loan Agreement &amp; Security / Collateral Documents</b>
D&S Farms Partnership	\$1,800,000 (original) / \$0 (owed)	March 1, 2013
RJ Williams Farms, Inc.	\$2,700,000 (original) / \$1,257,104.30 owed as of 7/15/2014	March 1, 2013
RJ Williams Farms, Inc. (amendment to existing Loan Facility)	\$620,000 (original) / \$0	May 3, 2013
Kirbach Farms GP	\$375,000 (original) / \$325,000 (as of May 30, 2014)	March 15, 2013
Rosentreter Farms, LLC & Affiliated Farms, LLC & Farm Alliance, LLC	\$635,000 / \$0	March 19, 2013
David B. Bassen	\$1,000,000 (original) / \$430,007.70 (deemed to be a collection loss)	April 1, 2013
Crossroads Family Farms, LLC & Crossroads Family Farms, GP & B&T Farms & West 70 Corporation & Stephenson Family Limited Partnership & Bradley and Stacey Stephenson & Todd and Christy Stephenson	\$3,110,000 (original) / \$1,430,000 (as of May 1, 2014)	April 10, 2013
Joseph Boyer	\$1,000,000 / \$298,039.11 (as of May 30, 2014)	April 19, 2013

PinCap LLC  
FarmGrowCap LLC  
Loan Agreement & Promissory Note

\$10,000,000

March 1, 2013

THIS LOAN AGREEMENT & PROMISSORY NOTE (the "Note") is made as of March 1, 2013 by PinCap LLC, an Indiana limited liability company ("PinCap") and FarmGrowCap LLC, an Indiana limited liability company ("FGC"), jointly and severally, to and in favor of Veros Farm Loan Holding LLC (the "Lender"). PinCap and FGC are sometimes collectively called the "Borrower".

In consideration of the mutual promises in this Note and for other good and valuable consideration, Borrower and Lender agree as follows.

Nature of the Loan and Disbursements of the Loan Amount. On this date, Lender hereby agrees to loan to Borrower the sum of up to TEN MILLION DOLLARS (\$10,000,000) (the "Loan" and the "Loan Amount"). The proceeds of the Loan shall be used by Borrower to (a) provide loans to farms and farmers in a manner that is consistent with the description of such in the Confidential Private Placement Memorandum of Veros Farm Loan Holding LLC, dated February 22, 2013 (the "Memorandum"), and to (b) fund certain acquisition and operations costs attributable to PIN Financial, LLC as such is described in the Memorandum.

"Advance" shall mean any disbursement of the Loan Amount. Each Advance shall be made simultaneously with, and in the full amount of, the net proceeds available to Lender pursuant to closings conducted pursuant to the Memorandum. The Lender reserves the right to disburse Advances directly to borrowers of FGC to extent of FGC's loan commitments to them.

The principal amount of the Loan outstanding from time to time shall be determined by reference to the books and records of the Lender on which all Advances by the Lender and all payments by Borrower on account of the Loan shall be recorded. Such books and records shall be conclusive evidence of the total indebtedness owed under the Loan. The Lender shall, from time to time, reflect such Advances and repayments made on the grid set forth at Exhibit A to this Note.

Repayment Obligation. Borrower, in turn, unconditionally promises to pay to the order of Lender on the Maturity Date (as defined in Section 1.01), at the office of the Lender, or at such other place as Lender may designate to Borrower in writing from time to time, the amount advanced to Borrower by Lender under this Note or so much thereof as may then be outstanding, together with simple interest at the rate of ten percent (10.00%) per annum (the "Note Rate") on amounts advanced to Borrower by Lender under this Note for the time any such amounts are outstanding and owing under this Note. Interest shall be computed on the basis of a 365-day year and the actual number of days elapsed. All payments shall be in lawful money of the United States of America and shall be made without relief under valuation and appraisal laws.

ARTICLE I  
TERMS AND CONDITIONS

1.01 Payment of Principal and Interest. No payments are required under this Note until April 30, 2014 (the "Maturity Date"), at which time the entire outstanding principal balance hereof, together with all accrued but unpaid interest thereon, shall be due and payable in full by Borrower. This obligation is primary in nature as to each of PinCap and FGC, so that Lender does not have to exhaust any or all possible remedies against either of PinCap or FGC before requiring and enforcing repayment in the full amount owing under this Note against the other of the two.

- (a) Except as set forth in Sections 1.01 (b) and 1.01(c), this Note may not be prepaid.
- (b) This Note may be prepaid, in whole or in part, during the period commencing on October 15, 2013 and ending December 31, 2013 (the "Early Prepay Period"), without penalty or premium; provided, however, prepayment may not be made during the Early Prepay Period if, and to the extent, Lender agrees to extend the Maturity Date of this Note as to the amount of the subject prepayment until the date that is twelve (12) months after the Maturity Date (that is effective prior to such subject extension); further provided that if such extension is made, Borrower shall pay the accrued and outstanding interest with respect to such amount of the Loan that is so extended (payment to be within five business days of such extension). Any prepayment of principal must be accompanied by a payment of the accrued and unpaid interest on the amount of principal then being prepaid.
- (c) This Note may be prepaid, in whole or in part, on or after January 1, 2014 without penalty or premium. Any prepayment of principal must be accompanied by a payment of the accrued and unpaid interest on the amount of principal then being prepaid.

1.02 Security. The indebtedness evidenced by this Note and the obligations created hereby are secured by an assignment by FGC of the loans (and related security and collateral) made by FGC in a manner consistent with the description in the Memorandum, which assignment is evidenced by the Assignment of Loans & Collateral attached to this Note at Exhibit B.

1.03 Borrower Representations and Warranties. PinCap and FGC represent and warrant to Lender that as of the date hereof:

- (a) Each of PinCap and FGC is a duly organized Indiana limited liability company and each is duly licensed or qualified to transact business in the State of Indiana. Each of PinCap and FGC has the full power and legal right to carry on its business as now conducted, to own and lease their property, and to execute and deliver this Note and the documents related to the transactions referenced in this Note. PinCap is wholly-owned by Tobin Senefeld, Jeffery Risinger, Matthew Haab, and Adam Decker. FGC is wholly-owned by PinCap.
- (b) Each of PinCap and FGC has taken the necessary action to authorize the execution and delivery of this Note and documents referenced in this Note, and that the borrowings under this Note and the granting of the referenced security interests do not (nor do any of the provisions of this Note and herein referenced documents) violate, breach, contravene, conflict with, or cause a default under any provision of the operating agreement of any of such entities or any provision of any existing note, bond, mortgage, debenture, indenture, trust, license, lease, instrument, decree, order, judgment, or agreement to which PinCap or FGC is a party or by which they or their assets may be bound or affected.

- (c) This Note and each of the related documents referenced in this Note, when issued for value, will constitute a legal, valid and binding obligation of PinCap and FGC, enforceable against PinCap and FGC in accordance with its terms, except as the same may be limited by reorganization, bankruptcy, insolvency, moratorium or other laws affecting generally the enforcement of creditors' rights.
- (d) There are no suits or proceedings pending or threatened against or affecting PinCap and FGC, and no proceedings before any governmental body are pending or threatened against PinCap and FGC.
- (e) The content and information set forth in the Memorandum is accurate and not misleading in a material manner.

1.04 Borrower's Covenants. Until this Note is paid in full, PinCap and FGC shall at all times comply with the following covenants and conditions:

- (a) Each of PinCap and FGC will maintain its existence and maintain all licenses and approvals necessary for each to conduct its business.
- (b) Each of PinCap and FGC will maintain adequate, accurate and complete books and records to be kept at its principal office and shall permit Lender (or its representatives) access to review such books and records at reasonable business times.
- (c) Each of PinCap and FGC shall provide financial and other reports to the Lender, as such reports are reasonably requested by Lender, including statements of results of operations, balance sheet, and cash flow statements. Lender shall have the right to inspect any and all books and records of PinCap and FGC upon reasonable notice.
- (d) So long as any amount is still owing under this Note, each of PinCap and FGC shall operate its business in a manner that is consistent with the description in and content of the Memorandum.

1.05 Default. For purposes of this Note and the related agreements referenced in this Note, any of the following events shall be deemed a "Default":

- (a) Borrower shall fail to make any payment under this Note within five (5) days when the same is due and payable; or
- (a) Any representation or warranty made in this Note, or in any document referenced in this Note, financial statement or other document furnished pursuant to the provisions of this Note, shall prove to have been false or misleading (in any respect material to Lender's interest) as of the time made or furnished; or
- (b) Either of PinCap or FGC shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of PinCap or FGC, or shall



make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or

(c) A material adverse change in the business, financial condition or management of PinCap or FGC, as determined in the reasonable discretion of Lender; or

(d) Dissolution, liquidation or termination of the business of PinCap or FGC; or

1.06 Default Remedies. Upon the occurrence of a "Default" (a) the entire principal and interest owing under this Note, and all other fees and payments under this Note, shall, at the option of Lender, become immediately due and payable in full without notice, and (b) such amounts may be collected and any and all security interests may be foreclosed in accordance with applicable legal and equitable remedies and proceedings.

The remedies of Lender in this Note or in the documents referenced in this Note, or at law or in equity, shall be cumulative and concurrent, and may be pursued singly, successively or together in Lender's discretion. Time is of the essence with respect to all matters concerning or relating to this Note. Borrower agrees to pay on demand all expenses and costs of enforcement, administration and collection incurred or paid including, but not limited to, reasonable attorney's fees and disbursements of Lender, whether or not any legal proceeding is commenced hereunder.

## ARTICLE II GENERAL CONDITIONS

2.01 No Waiver by Lender; Amendment; Application of Payments. No failure to accelerate the debt evidenced hereby in the event of a Default hereunder, acceptance of a partial or past due payment, or indulgences granted from time to time shall be construed (a) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of Lender thereafter to insist upon strict compliance with the terms of this Note; or (b) to prevent the exercise of such right of acceleration or any other right granted hereunder or by any applicable laws; and Borrower hereby expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to or be in conflict with the foregoing. No extension of the time for the payment of this Note made by agreement with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part unless Lender agrees otherwise in writing. This Note may not be changed orally, but only by a definitive written agreement signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. All payments received from Borrower on account of the Loan shall be applied in such order and manner as the Lender shall determine.

2.02 Waivers by Borrower. Presentment for payment, demand, protest and notice of demand, protest and nonpayment, notice of intent to accelerate maturity, notice of acceleration of maturity and all other notices are hereby waived by Borrower.

2.03 Unconditional Payment. Borrower is and shall be obligated to pay principal, interest and any and all other amounts which become payable hereunder or under the other documents referenced in this Note absolutely and unconditionally and without any abatement, postponement, diminution or

deduction. In the event that at any time any payment received by Lender hereunder shall be deemed by a court of competent jurisdiction to have been a voidable preference or fraudulent conveyance under any bankruptcy, insolvency or other debtor relief law, then the obligation to make such payment shall survive any cancellation or satisfaction of this Note or return thereof to Borrower and shall not be discharged or satisfied with any prior payment thereof or cancellation of this Note, but shall remain a valid and binding obligation enforceable in accordance with the terms and provisions hereof, and such payment shall be immediately due and payable upon demand.

2.04 Further Assurances. Borrower shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to Lender all documents, and take all actions, reasonably required by Lender from time to time to confirm the rights created under this Note and the other documents referenced in this Note and to protect and further the validity, priority and enforceability of this Note and the other such referenced documents; provided, however, that no such further actions, assurances and confirmations shall increase, modify or change Borrower's obligations under this Note or under the other documents referenced in this Note.

2.05 Restrictions on Transferability. This Note (and any interest in this Note) shall not be sold, pledged, hypothecated, or otherwise transferred (whether or not for consideration) except upon the prior written consent of the Borrower, which consent may be withheld in the discretion of the Borrower. Additionally, this Note (and any interest in this Note) shall not be sold, pledged, hypothecated, or otherwise transferred (whether or not for consideration) except upon issuance to the Borrower of an opinion of Lender's counsel favorable to the Borrower (or submission to the Borrower of such evidence as may be satisfactory to the Borrower) to the effect that any such transfer shall not be in violation of the Securities Act of 1933 or of any applicable state securities laws. It shall be a condition to the transfer of this Note that any transferee of this Note delivers to the Borrower such transferee's written agreement to accept and be bound by all of the terms and conditions of this Note. The Holder acknowledges that the Company has not granted any registration rights hereunder.

2.06 Miscellaneous. This Note shall be interpreted, construed and enforced according to the laws of the State of Indiana and the applicable laws of the United States of America. Lender and Borrower agree to personal jurisdiction of the courts of Marion County, Indiana with respect to all matters pertaining to this Note or the documents referenced in this Note.

The terms and provisions hereof shall be binding upon and inure to the benefit of Borrower and Lender and their respective heirs, executors, legal representatives, successors, successors-in-title and assigns, whether by voluntary action of the parties or by operation of law.

This Note and the other documents referenced in this Note contain the entire agreements between the parties hereto relating to the subject matter hereof and thereof and all prior agreements relative hereto and thereto which are not contained herein or therein are terminated.

This Note may be signed in any number of counterparts and by different parties in separate counterparts, each of which when so signed shall be deemed an original, but all of such counterparts together shall constitute but one and the same document. This Agreement may also be signed by the Lenders signing separate signature pages which identify this Agreement.

Notices or demands under this Note (unless otherwise expressly provided) shall be in writing and shall be delivered by hand, courier, overnight delivery, or the United States Mail (registered or certified mail), with all expenses of delivery prepaid, and shall be addressed as follows:

To Borrower:

Jeffery Risinger  
600 E. Carmel Drive  
Suite 112  
Carmel, IN 46032

To Lender:

Matthew D. Haab  
President  
Veros Partners, Inc.  
5935 S. Emerson Avenue  
Suite 300  
Indianapolis, IN 46237

Borrower and Lender, intending to be legally bound hereby, have duly executed this Note as of the day and year first written above.

**BORROWER:**

FarmGrowCap LLC,  
an Indiana limited liability company

By: Jeffery B. Risinger  
Jeffery B. Risinger, as a member of PinCap LLC,  
the sole member of FarmGrowCap LLC

PinCap LLC,  
an Indiana limited liability company

By: Jeffery B. Risinger  
Jeffery B. Risinger, as a member

**VEROS FARM LOAN HOLDING LLC:**

By: Matthew D. Haab  
Matthew D. Haab, President of Veros Partners, Inc.,  
the Manager of Veros Farm Loan Holding LLC

**Attachments:**

Exhibit A -- Loan Advances & Repayment Grid  
Exhibit B -- Assignment of Loans & Collateral

**EXHIBIT A to Loan Agreement & Promissory Note**

Amount of Advance	Amount of Repayment	Outstanding Principal Balance	Date
See Exhibit B attached to this Loan Agreement (specifically, see Exhibit A of such Exhibit B)			

**EXHIBIT B to Loan Agreement & Promissory Note**

**ASSIGNMENT OF LOANS & COLLATERAL**

**THIS ASSIGNMENT OF LOANS & COLLATERAL** (this "Assignment") executed on March 1, 2013 (but to be effective as of the dates of each of the "FarmGrowCap Loans" described in this Assignment) by FarmGrowCap LLC, an Indiana limited liability company ("FGC"), and PinCap LLC, an Indiana limited liability company ("PinCap") (collectively, FGC and PinCap are called the "Assignor"), to and in favor of Veros Farm Loan Holding LLC, an Indiana limited liability company ("Assignee").

**Preliminary Statement**

Assignor has executed a certain Master Promissory Note dated as of the dates advances were made under such Master Promissory Note (the "Note"), payable to the order of Assignee in the stated principal amount as reflected in such Note; and

Assignor desires to secure to Assignee the performance of the terms, covenants and agreements hereof and of the Note.

NOW, THEREFORE, in consideration of the making of the loan evidenced by the Note by Assignee to Assignor and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably, absolutely and unconditionally transfer, sell, assign, grant, pledge and convey to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to:

(a) any and all of Assignor's rights and obligations as a lender under the loan agreements, security and collateral arrangements, and any other documents or instruments delivered pursuant thereto to the extent related to any and all of such outstanding rights and obligations of the Assignor under the loan facilities identified in Exhibit A (as may be amended from time to time and incorporated into this Assignment) and any and all extensions, renewals, replacements and modifications thereof (the "Loan Facilities"),

(b) to the extent permitted by applicable law, all suits, claims, causes of action and any other right of the Assignor (as a lender) against any person, whether known or unknown, arising under or with respect to such Loan Facilities or the loan transactions governed thereby or otherwise based on or related to any of the foregoing, including, but not limited to, contract claims, statutory claims, tort claims, and all other claims at law or in equity with respect to the rights and obligations sold and assigned pursuant to clause (a) above; and

(c) all deposits and payments of every nature of and from the Loan Facilities, together with the immediate and continuing right to collect and receive the same, whether now due or hereafter becoming due, and together with all rights and claims of any kind that Assignor may have against any borrower or guarantor under the Loan Facilities (collectively, the "Loan Payments").

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns. The parties agree that the holders of Secured Loan Units of Assignee for whom the assignment pursuant to this Assignment is made are listed on Exhibit B.

IT IS AGREED that, notwithstanding that this instrument is a present, absolute and executed assignment of the Loan Facilities and Loan Payments and a present, absolute and executed grant of the powers herein granted to Assignee, Assignor is hereby permitted, at the sufferance of Assignee and at its discretion, and is hereby granted a license by Assignee, to retain possession of the Loan Facilities and to collect and retain the Loan Payments unless and until there shall be a default under the terms of any of the Note, which default has not been cured within any applicable grace or cure period. In the event of such uncured default, the aforementioned license granted to Assignor shall automatically terminate without notice to Assignor, and Assignee may thereafter, without taking possession of the Loan Facilities, demand, collect (by suit or otherwise), receive and give valid and sufficient receipts for any and all of the Loan Payments or take possession of the Loan Facilities, for which purpose Assignor does hereby irrevocably make, constitute and appoint Assignee its attorney-in-fact with full power to appoint substitutes or a trustee to accomplish such purpose (which power of attorney shall be irrevocable so long as any portion of the Note is outstanding, shall be deemed to be coupled with an interest, shall survive the voluntary or involuntary dissolution of Assignor and shall not be affected by any disability or incapacity suffered by Assignor subsequent to the date hereof). Further, from and after such termination, Assignor shall be the agent of Assignee in collection of the Loan Payments, and any Loan Payments so collected by Assignor shall be held in trust by Assignor for the sole and exclusive benefit of Assignee, and Assignor shall, within one (1) business day after receipt of any Loan Payments, pay the same to Assignee to be applied by Assignee as hereinafter set forth. Furthermore, from and after such uncured default and termination of the aforementioned license, Assignee shall have the right and authority, without any notice whatsoever to Assignor and without regard to the adequacy of the security therefor, to: (a) manage the Loan Facilities, with full power to employ agents to manage the same; (b) demand, collect, receive and sue for the Loan Payments, including those past due and unpaid; and (c) do all acts relating to such management of the Loan Facilities, including, but not limited to, making adjustments of existing Loan Facilities, as in the sole subjective judgment and discretion of Assignee may be necessary. Assignee may apply the Loan Payments received by Assignee from the Loan Facilities, after deducting the costs of collection thereof, including, without limitation, attorneys' fees, in such order or priority as to interest, principal, and fees as Assignee, in its sole subjective discretion, may determine. The exercise by Assignee of the rights granted Assignee in this paragraph, and the collection of the Loan Payments and the application thereof as herein provided, shall not be considered a waiver by Assignee of any default under the Note.

Without limiting the rights granted hereinabove, in the event Assignor shall fail to make any payment or to perform any act required under the terms hereof and such failure shall not be cured within any applicable grace or cure period, then Assignee may, but shall not be obligated to, without prior notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, make or perform the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limitation, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, performing or discharging any obligation, covenant or agreement of Assignor under any of the Loan Facilities, and, in exercising any of such powers, paying all necessary costs and expenses, employing counsel and incurring and paying attorneys' fees. Any sum advanced or paid by Assignee for any such purpose, including, without limitation, attorneys' fees, together with interest thereon (at the rate specified in the Note)

from the date paid or advanced by Assignee until repaid by Assignor, shall immediately be due and payable to Assignee by Assignor on demand.

IT IS FURTHER AGREED that this Assignment is made upon the following terms, covenants and conditions:

1. Failure by Assignee to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Assignee, and the waiver by Assignee of any default hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion. No collection by Assignee of any Loan Payments pursuant to this Assignment shall constitute or result in a waiver of any default then existing hereunder or under the Note.

2. If any provision under this Assignment or the application thereof to any entity, person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Assignment and the application of the provisions hereof to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

4. This Assignment may not be amended, modified or otherwise changed except by a written instrument duly executed by Assignor and Assignee.

5. Assignor hereby covenants and agrees that Assignee shall be entitled to all of the rights, remedies and benefits available by statute, at law, in equity or as a matter of practice for the enforcement and perfection of the intents and purposes hereof. Assignee shall, as a matter of absolute right, be entitled, upon application to a court of applicable jurisdiction, to the appointment of a receiver to obtain and secure the rights of Assignee hereunder and the benefits intended to be provided to Assignee hereunder.

Assignor, intending to be legally bound hereby, has executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

**FarmGrowCap LLC,**  
an Indiana limited liability company

By: \_\_\_\_\_  
Name: Jeffery B. Risinger, as a member  
of PinCap LLC, the sole member of FarmGrowCap  
LLC

**PinCap LLC,**  
an Indiana limited liability company

By: \_\_\_\_\_  
Name: Jeffery B. Risinger, as a member



EXHIBIT A

Loan Facilities

Borrower	Amount of Loan Facility	Date of Loan Agreement & Security / Collateral Documents
D&S Farms Partnership	\$1,800,000	March 1, 2013
RJ Williams Farms, Inc.	\$2,700,000	March 1, 2013
RJ Williams Farms, Inc. (amendment to existing Loan Facility)	\$620,000	May 3, 2013
Kirbach Farms GP	\$375,000	March 15, 2013
Rosentreter Farms, LLC & Affiliated Farms, LLC & Farm Alliance, LLC	\$635,000	March 19, 2013
David B. Bassen	\$1,000,000	April 1, 2013
Crossroads Family Farms, LLC & Crossroads Family Farms, GP & B&T Farms & West 70 Corporation & Stephenson Family Limited Partnership & Bradley and Stacey Stephenson & Todd and Christy Stephenson	\$3,110,000	April 10, 2013
Joseph Boyer	\$1,000,000	April 19, 2013

EXHIBIT B

List of Holders of Secured Loan Units of Assignee for Whom the Assignment is Made