

AGRICULTURAL CORRESPONDENT AGREEMENT

THIS AGREEMENT made this ____ day of _____, 20__ between **CGB AGRI FINANCIAL SERVICES, INC.**, having its office at 2209 River Road Louisville, KY thereafter called the "Company" and _____, having its office at _____, hereinafter called the "Correspondent".

Correspondent is in the business of identifying potential borrowers, obtaining loan applications and originating loans and Company is in the business of processing, closing and servicing loans. NOW THEREFORE it is mutually agreed as follows:

REPRESENTATIONS AND WARRANTIES

1. The Correspondent represents and warrants that it is duly licensed, organized, validly existing and in good standing under the laws of its jurisdiction of organization, and is licensed and qualified to do business in each jurisdiction in which Correspondent chooses to operate. Correspondent further warrants that it is not a party to any legal proceeding.
2. Correspondent is in compliance with all applicable federal, state and local laws regulations rules and ordinances of government authorities or agencies in connection with all activities of the Correspondent.
3. Correspondent shall promptly disclose to Company any adverse change in the Correspondent's financial or organizational status.

EVENTS OF DEFAULT

1. The Correspondent has made false or misleading representations of Company or has failed to provide Company with information that is true, complete and accurate as to any information provided by the Correspondent.
2. The Correspondent had knowledge of any false representations the Borrower or any other party in the mortgage transaction has made in conjunction with such transaction.

CORRESPONDENT RESPONSIBILITIES

1. The Correspondent agrees to obtain and deliver to the Company applications and financial information required for mortgage loans secured by agricultural real estate of the type(s) and upon terms and conditions, which the Company may from time to time prescribe.
2. The Correspondent will use its best efforts to verify information contained in the application and other financial information in order to provide Company accurate and complete information.
3. The Correspondent shall cooperate fully with all closing instructions and requirements that may be required by the Company.
4. The Correspondent shall perform all actions required for the field servicing of said mortgages. Correspondent's Field Servicing responsibilities include:

- A. Annual inspections and reports of the security made in compliance with the requirements of the Company.
 - B. Assist, if necessary, in obtaining an annual balance sheet and income statement of the mortgagor(s).
 - C. Assist with problem loan resolution.
 - D. Make prompt and truthful disclosure of any information the Correspondent may become aware of which has or may affected the borrower's creditworthiness or the value of condition of the mortgage property.
 - E. Other responsibilities prescribed from time to time by the Central Servicer.
5. The Correspondent shall, upon the request of the Company, assist with the collection of all payments of principal, interest and other amounts due under the loan documents.

COMPENSATION

1. The Correspondent will be entitled to any portion of the origination fee above the origination fee retained by the Company. Company will be paid 50 basis points of the closed loan amount on loan production up to \$4,000,000 in any calendar year. Loan production between \$4,000,001 and \$8,000,000, the Company will receive 40 basis points of the closed loan amount. Loan production above \$8,000,000, the Company will receive 30 basis points of the closed loan amount. The Company will retain a minimum fee of \$1,250 on every loan transaction, regardless of size.
2. On agricultural loans, \$5,000,000 or greater, the fee structure may vary based on the market area and the purchaser of the loan. In these instances the fee structures will be negotiated and agreed upon in writing.
3. The Correspondent shall earn Field servicing compensation as payments are collected on each mortgage loan. The Company will provide the Correspondent with base interest rates for each product. The Correspondent's Field Servicing compensation must be added to the base rate of interest to arrive at the interest rate charged the customer. The minimum Field Servicing compensation shall be 0 basis points and the maximum Field Servicing compensation is 75 basis points. Company will pay Field servicing compensation to Correspondent within 10 days of Company's receipt of payment from the central servicer.
4. The compensation payable to the Correspondent and all its rights in the Agreement shall not be assigned, transferred, pledged or hypothecated in any manner without the approval of the Company.

TERMINATION

1. Each party shall have the right to terminate this Agreement at any time by delivering written notice of such termination to the other party via certified, registered or express mail, return receipt requested to the address stated in this Agreement. Termination shall be effective as of the date of receipt.
2. Termination shall not affect the performance of either party's obligations with respect to:
 - A. Loans delivered to Company before the effective date of termination
 - B. Loans for which a rate-lock has been established and has not expired
 - C. Loans that have been closed.
3. If Termination is for reason of fraud, Correspondent will forfeit all claims to Field Servicing.

MISCELLANEOUS

1. Correspondent is an independent contractor. As such it will have no other authorization, express or implied, to bind the Company to any agreement, settlement, liability or understanding whatsoever. Correspondent further agrees not to perform any act as Correspondent for the Company, except as expressly set forth herein.
2. The Company shall not be required to provide insurance of any form for Correspondent, it's employees or Correspondents. The Correspondent will be responsible for all taxes due as a result of payments received. The work to be performed under this contract shall be performed entirely at the risk of Correspondent.
3. The Correspondent shall not assign this Agreement unless approved by the Company. In the event of such approval, the assignment shall be attached to this Agreement. The Company's approval shall be endorsed on this Agreement.
4. This Agreement may be amended, modified or supplemented only by written amendment, executed by the parties hereto.
5. The validity, effect, and performance of this Agreement shall be construed and enforced in accordance with and governed by, applicable federal laws and the laws of the Commonwealth of Kentucky.

IN WITNESS WHEREOF, each party has duly executed this Agreement on the day and year first above written.

CORRESPONDENT

CGB AGRI FINANCIAL SERVICES, INC.

BY:

BY:

Signature

Signature

Printed Name

Don Mattern

Printed Name

ITS:

ITS:

Vice President

CGB Agri Financial Services, Inc.

CORRESPONDENT INFORMATION

***Please complete this information sheet and return it with your executed
Correspondent Agreement***

Correspondent Name: _____

Mailing Address: _____

Street

City, State, Zip

Overnight Address: _____

Street

City, State, Zip

Phone: _____ Fax: _____

E-Mail Address: _____

Contacts:

Agricultural Loans _____

Name

Title

Phone Number

Residential Loans _____

Name

Title

Phone Number

CGB AGRI FINANCIAL SERVICES, INC.

Welcome to CGB Agri Financial Services, Inc. We specialize in financing rural America by providing a wide range of financial services and loan programs. Located in Louisville, Kentucky, CGB Agri Financial Services, Inc. is a leader in farm and rural lending. CGB AFS began business as Agricultural Mortgage Company of America. Over the years, a strong affiliation was built between Agricultural Mortgage Company and CGB Enterprises, Inc. With the growing demands of operating and equipment financing, CGB AFS was established to better serve our customers.

Our staff is dedicated to the agricultural and rural markets and will provide a high level of service. We will ensure you have the best experience possible from application to closing, as well as the servicing of your loan for many years to come. CGB AFS provides the following loan programs.

Full-time Farm: This program is for the full-time farmer or landowner leasing their ground on cash rent or share-crop basis.

- Normally files Schedule F or E with their Federal tax returns
- Farms full-time and depends on income from the land to make payments

Rural Home: Our Rural Home program is for those living in a rural area or town with a population not exceeding 2,500. This program is ideal for country homeowners.

- Primary residence with minimal farm type features
- Maximum loan amount of \$333,700

Part-time Farm: This program is ideal for country homeowners or weekend farmers who own or wish to purchase a primary residence or second home with acreage and pursue agricultural production on a smaller scale.

- Property may have vineyards, permanent plantings or specialized crops
- Maximum loan amount of \$2.9 million
- Multiple homes and non-contiguous acreage eligible

Bare Land/Lot: The Bare Land/Lot program is for those who want to purchase bare land with the intention of building a primary residence on the property sometime in the future.

- No limit on acreage
- Intent to farm the property if appraised value exceeds \$80,000

Construction/Permanent: This program is available for the customer building a home in the country.

- Six month construction period
- Offered only with our pre-approved permanent financing

Manufactured Homes: Manufactured Home loans are for the customer purchasing or building a manufactured home on acreage.

- Must be on permanent foundation
- Must be doublewide or larger

Operating Loan: This line of credit is provided to customers for financing farm or ranch operating needs on an annual basis.

- Offered in conjunction with real estate loans
- Crops or livestock normally taken as collateral

Equipment Loan: Equipment loans are provided for the farm customer to finance farm or ranch equipment needs.

- Offered in conjunction with real estate or operating loans
- New or used equipment