



JUNE 9, 2010

OLD NO.7 FARMS, LLC
3230 302ND ROAD
ARKANSAS CITY, KS 67005

Please go over the directions below so that nothing is missed in the signing stage.

Please date the documents: **JUNE 10, 2015**

1. I need you to initial Pages 1-21 in the bottom right hand corner
2. Initial end of paragraph 14.5 on page 21
3. Sign and date Page 22
4. Sign on page 26
5. Page 27 – Please fill in the information at the top of this page. (list any person or persons who you want to authorize to act for the company)
6. Page 28 – sign this page and fill in the banking information
7. Page 33 – sign this page
8. Page 35 – President and Secretary need to sign as well as Justin again at the bottom
9. Please sign the 8821
10. Sign the W-9 form
11. Please provide a blank or voided check
12. I need a copy of your Driver's License

Please overnight the original documents back so it does not delay our ability to fund. If you want to fax or e-mail them so we can get started that would be fine but, I will still need the original documents.

Thank you,

Noel Pendley
Vice President

Contract date	Maturity date	Maximum account	Initial Discount	Reserve %	Charge-back term	Funding Amount
June 10, 2015	June 9, 2017	\$50,000	3.00%	20%	90	80%

ACCOUNTS PURCHASE AND SECURITY AGREEMENT

This Accounts Purchase and Security Agreement is between the undersigned, OLD NO.7 FARMS, LLC, a KANSAS limited liability company ("Client") and Diversified Lenders, LLC, an Oklahoma limited liability company ("Purchaser").

Client and Purchaser agree as follows:

SECTION 1. PURPOSE OF AGREEMENT

1.1 Client desires to obtain working capital by selling and assigning to Purchaser Acceptable Accounts receivable at a discount below face value. This Agreement is intended to comply with and be covered under the provisions of the UCC relating to the sale of accounts and creation of security interests for the obligations expressed in this Agreement.

SECTION 2. DEFINITIONS

2.1 "**Acceptable Account**" means any right to payment for goods sold or leased or services rendered which is not evidenced by an instrument or chattel paper that is verified and approved for purchase by Purchaser.

2.2 "**Account**" shall have the meaning given it in the UCC and includes, without limitation, any right to payment of a monetary obligation, whether or not earned by performance, for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of or for services rendered or to be rendered.

2.3 "**Account Debtor**" means a person or entity obligated on an Account.

2.4 "**Accrued Reserve**" means any and all Reserve withheld from funding and not yet collected by Purchaser.

2.5 "**Agreement**" means this Accounts Purchase and Security Agreement.

2.6 "**Assignee**" means another person or entity to which Accounts may be transferred, sold, or assigned by the Purchaser.

2.7 "**Business Day**" means any day, other than a Saturday or Sunday, on which national banks are not authorized or required to close in Oklahoma City, Oklahoma.

2.8 "**Client**" is identified in the first paragraph of this Agreement.

2.9 "**Collateral**" means: (a) the Reserve Account; (b) all Accounts, accounts receivable, instruments, documents, contract rights, reserves, reserve accounts, general

intangibles, and proceeds thereof presently existing or hereafter arising, now owned or hereafter acquired by Client; d) all right, title, and interest of Client in the goods or services that caused the creation of any Account; e) all chattel paper in which Client is named as secured party, including without limitation, conditional sales agreements, bailments, leases, chattel mortgages, and security agreements and all documents and instruments held by Client regardless of the transaction which gave rise to the chattel paper, documents, or instruments and all proceeds of the chattel paper, documents, and instruments; f) the right of stoppage in transit of goods; g) all returned, rejected, rerouted or repossessed goods; the sale or lease of goods that shall have given rise to any Account; h) any rights Client may have against third parties regarding any goods or services that caused the creation of any Account; i) all of Client's property that comes into Purchaser's possession or control which Purchaser may elect to withhold as security for any such sum due or indebtedness as well as any and all obligations owed to Purchaser regardless of how such obligations arise; and (j) all books and records pertaining to accounts and proceeds of the foregoing property.

2.10 **"Earned Reserve"** means the amount from the Reserve Account attributable to Purchased Invoices paid to Purchaser by Account Debtors. An "Earned Reserve Release" means a release of funds from the Reserve Account by reason of Purchaser's receipt of such Earned Reserve.

2.11 **"Effective Date"** shall have the meaning given it in Section 3.1.

2.12 **"Initial Discount"** means the fee assessed by Purchaser at the time of invoice purchase calculated in accordance with Section 4.2 as a percentage of the face value of each invoice.

2.13 [Intentionally omitted]

2.14 **"Invoice"** means the statement of Client to an Account Debtor of amounts due and payable to Client by Account Debtor.

2.15 **"Minimum Fee"** means the minimum monthly fee due and payable to Purchaser as set forth in Section 4.9 of this Agreement.

2.16 **"Obligations"** means all obligations of Client to Purchaser, whether for payment, performance, or otherwise, regardless of whether such obligations are directly related to this Agreement.

2.17 **"Purchased Accounts"** shall have the meaning given it in Section 4.2 and are sometimes referred to herein as "Purchased Invoices", as such term is defined in Section 4.2.

2.18 **"Purchaser"** is identified in the first paragraph of this Agreement.

2.19 **"Reserve"** or **"Reserves"** shall mean the sums designated as such by Purchaser under this Agreement.

2.20 **"Reserve Account"** means the aggregate Reserves existing at any time under this Agreement.

2.21 **“Reserve Settlement Dates”** shall be the first and fifteenth days of each month during the Term.

2.22 **“Reserve Settlement Period”** shall be the period from the Effective Date through the first Reserve Settlement Date and thereafter shall be the period from the prior Reserve Settlement Date.

2.23 **“Secured Party”** means Purchaser under this Agreement as (a) a person or entity in whose favor a security interest is created or provided for under a security agreement, whether or not any obligation to be secured is outstanding; and (b) a person or entity to which accounts have been sold.

2.24 **“Settled Item”** means a Purchased Account which has been (i) paid in full by the Account Debtor, (ii) charged back, or (iii) repurchased or otherwise settled by Client in full.

2.25 **“Term”** shall mean the period from the Effective Date through the Termination Date.

2.26 **“Termination Date”** shall have the meaning given it in Section 3.2.

2.27 **“UCC”** means the Uniform Commercial Code adopted in the State of Oklahoma, 12A Okla. Stat. Sections 1-9-101 et seq., as the same may be amended.

2.28 **“Warrant”** means to guarantee, as a material element of this Agreement. Each separate warranty herein is also an independent condition to Purchaser’s duties under this Agreement.

SECTION 3. TERM OF AGREEMENT AND TERMINATION OF AGREEMENT

3.1 **Effective Date.** This Agreement becomes effective when it is accepted and executed by the authorized officers of Purchaser.

3.2 Termination.

(a) This Agreement shall continue in effect until June 9, 2017 (the **“Termination Date”**, which term in the event of a renewal shall include each anniversary thereof). This Agreement shall be automatically renewed for successive periods of one (1) year unless terminated as follows:

- (i) Purchaser may terminate the Agreement at any time for reasonable cause or default;
- (ii) Client may terminate this Agreement effective as of the Termination Date by submitting to Purchaser (a) written notice of intent to terminate not less than ninety (90) days prior to the Termination Date and (b) a fee equal to the greater of (i) the Monthly Minimum Fee multiplied by the number of months or portions thereof remaining until the Termination Date or (ii) the

sum of all fees paid or payable to Purchaser for the three (3) months preceding the month in which such notice is given.

- (iii) Upon the effective date of termination, whether such termination is pursuant to the occurrence of default or otherwise, all obligations of Client under this Agreement shall become immediately due and payable without notice or demand. No such termination of this Agreement shall affect liabilities and obligations of Client or the rights, powers and remedies of Purchaser under this Agreement or the security interest granted Purchaser hereunder with respect to existing or future Collateral, until all Obligations been satisfied or paid in full.

(b) Should Client fail for two (2) consecutive months to present to Purchaser Acceptable Accounts to be purchased, Purchaser may in its sole discretion construe such failure as a termination of this Agreement by Client and Client shall immediately upon demand of Purchaser pay all fees, expenses, and other items and perform any other Obligations applicable in the event of a termination.

(c) After termination, Purchaser continues to have a security interest in the accounts of Client until all accounts purchased have been paid in full and all of Client's Obligations have been paid and performed in full.

(d) In the event of termination of this Agreement, Purchaser will forward funds that may be due the Client that are received at the Purchaser's lock box to the Client or pursuant to Client's written direction for no charge for the first thirty (30) days after the Client and Purchaser cease doing business. Thereafter, all funds received at the Purchaser's lock box will be charged a fee of two percent (2%) for days 31 through 60 and a five percent (5%) fee shall apply from day 61 forward.

(e) In consideration of Ten and No/100 Dollars (\$10.00), Purchaser's agreement to enter into the transactions contemplated in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client acknowledges and agrees that notwithstanding payment and satisfaction in full of the Obligations, Purchaser shall be under no obligation to execute, acknowledge, or record a release, termination, or satisfaction of any of its liens, security interests, or financing statements granted or filed in connection with this Agreement unless and until Client and all guarantors of the Obligations have executed and delivered to Purchaser a general release of Purchaser in form and substance satisfactory to Purchaser. **Client understands, acknowledges, and agrees that this provision constitutes a waiver of its rights under §1-9-513 of the UCC.**

SECTION 4. PURCHASE AND SALE OF ACCOUNTS; RESERVE ACCOUNT

4.1 **Assignment and Sale:** Client shall from time to time, at Client's option, sell, transfer, and assign Acceptable Accounts to Purchaser. Acceptable Accounts shall be identified

by written assignments in the form attached hereto as Exhibit B or otherwise in form and substance satisfactory to Purchaser (each an “Assignment of Accounts”).

4.2 Purchase Price and Discount: Purchaser agrees to purchase Acceptable Accounts from Client at the face value of each Acceptable Account less an initial discount of Three percent (3.00%) (the “Initial Discount”). In addition to the Initial Discount other fees and/or reserves may be withheld by Purchaser as set forth in this Agreement. The Acceptable Accounts so purchased are “Purchased Accounts”. The Purchased Accounts are sometimes referred to herein as “Purchased Invoices”.

4.3 Reserve Account: In addition to the Initial Discount, Purchaser may reserve and withhold out of sums otherwise payable to Client, an amount necessary to cause Purchaser at all times to hold a minimum of Twenty percent (20%) of the gross face amount of all Purchased Accounts (the “Reserve”). The Reserve may be held by Purchaser and applied by Purchaser in its discretion and in any order against charge-backs, setoffs, or any other Obligations of Client to Purchaser. Except as provided with respect to an Earned Reserve Release, the Reserve shall not be due and payable to Client until any and all potential Obligations owing by Client to Purchaser are fully paid and satisfied. Client grants to Purchaser a security interest in the Reserve to secure all Obligations.

4.4 Notification: Purchaser may at any time and at its sole discretion notify any Account Debtor of Client to make payments directly to Purchaser.

4.5 Approval: Purchaser will not purchase an account unless such account is first submitted to Purchaser by Client for approval in Purchaser’s sole discretion. Purchaser shall never be obligated to purchase any Account from Client.

4.6 Maximum Account: The outstanding amount in Client’s account with Purchaser (that is, accounts purchased by Purchaser from Client and not yet paid by Account Debtor) shall not exceed the sum of \$50,000.00, except Purchaser may purchase additional accounts from or advance additional sums to Client as Purchaser may, from time to time, at Purchaser’s sole discretion determine.

4.7 Monthly Volume: In consideration of the Maximum Account in section 4.6 Client agrees to sell Purchaser a monthly minimum of \$5,000.00 in Acceptable Accounts for the term(s) of the Accounts Purchase and Security Agreement.

4.8 Funding, Discounts and Reserve: It is agreed between Client and Purchaser that Purchaser will fund the face value of each Purchased Account less the Initial Discount and the Reserve. Purchaser shall be entitled to apply funds from the Reserve Account as described in this Agreement. Additional reserve may be taken when deemed necessary by Purchaser.

(a) **Delayed Payment Fee:** Purchaser will retain and pay to itself, from the Reserve Account, a fee equal to nine one hundredths percent (0.09%) of the face value of each Purchased Invoice for every one (1) day period, or fraction thereof, from the thirtieth day after the Account Purchase Date until a Purchased Invoice is (i) paid in full by the Account Debtor, (ii) charged back, or (iii) repurchased or otherwise settled by Client in full. Should the Reserve Account be inadequate or shall be reduced below the

level required under this Agreement, Purchaser shall be entitled to replenishment of the Reserve Account by deducting necessary sums from the purchase price otherwise payable for subsequent Purchased Accounts or receiving payment of such sums from Client, which shall pay such sums within three (3) days of Purchaser's demand therefor.

(b) **Check Clearing Fee:** The effective date of a payment made by an honored check for a Purchased Invoice shall be two (2) Business Days from Purchaser's receipt of a check drawn on an Oklahoma bank and five (5) Business Days for a check drawn on a bank outside Oklahoma. Purchaser shall have the option to extend either of such periods to reflect its experience with applicable payor banks.

(c) **Earned Reserve Release:** On the Reserve Settlement Date, Purchaser shall forward to Client a statement of Purchaser's calculation of the Settled Items for the immediately preceding Reserve Settlement Period and shall issue to Client its check in the amount of the Earned Reserve, subject to application of such portion thereof as may be necessary to pay outstanding fees, replenish the Reserve Account, or to discharge other Obligations of Client then payable.

4.9 **Monthly Minimum Fees:** Client agrees to generate a minimum fee to Purchaser of \$150.00 per month (the "Monthly Minimum Fee") for the Term of this Agreement. Should Purchaser fail to receive the Monthly Minimum Fee, Purchaser shall be entitled to payment thereof by deduction or setoff of the unpaid amount from any sums next becoming due to Client or receiving payment of such sums from Client, which shall pay such sums within three (3) days of Purchaser's demand therefor.

4.10 **Minimum Fee Per Invoice:** In no event shall the Initial Discount charged for any Purchased Account be less than \$2.00.

4.11 **Concentration:** Purchaser reserves the right to decline to purchase invoices issued to Account Debtors who represent more than 25% of the total outstanding balance of Client's accounts or for any other reason in Purchaser's sole discretion.

SECTION 5. SECURITY INTEREST

5.1 For the purpose of securing Purchaser in the payment of all Obligations (hereinafter defined), Client hereby grants a lien and security interest to Purchaser in all accounts and general intangibles of any kind or type, now owned or hereafter acquired by Client, regardless of whether described as Collateral herein, and the "proceeds" and "products" thereof as such terms are defined in the UCC. The security interest herein granted secures payment and performance of all Obligations of Client to Purchaser.

SECTION 6. OPERATION OF THE PROGRAM

6.1 **Power of Attorney:** In order to carry out this Agreement and avoid unnecessary notification of Account Debtors, Client irrevocably appoints Purchaser, or any person designated by Purchaser, its special attorney in fact, or agent, with power of substitution, and with power to:

(a) strike out Client's address on all accounts mailed to Account Debtors and put on Purchaser's address.

(b) receive, open and dispose of all mail addressed to Client or to Client's trade name via Purchaser's address.

(c) endorse the name of Client or Client's trade name on any checks or other evidences of payment that may come into the possession of Purchaser regarding Purchased Accounts or, following Client's default on the same or on any other documents relating to any of the Accounts or other Collateral.

(d) in Client's name, or otherwise, demand, sue for, collect, and give releases for any and all monies due or to become due on Accounts.

(e) compromise, prosecute, or defend any action, claim or proceeding as to said Accounts.

(f) sell in whole or in part for cash, credit, or property to others or to itself at any public or private sale, assign, make any agreement with respect to or otherwise deal with any of the Collateral.

(g) from time to time offer a trade discount to Client's normal business custom with any Account Debtor.

(h) to notify, orally and in writing, any of Client's secured or unsecured creditors (including all trade creditors) and any banking institution with which Purchaser believes Client may have established a relationship, of, *inter alia*, Client's default, or of Purchaser's sole right to the possession of its Collateral and all proceeds and products thereof, and to demand turnover of same, and Client releases and shall hold Purchaser harmless from any loss, claim, or damage of any kind arising from or related to Purchaser's having done so.

(i) do any and all things necessary and proper to carry out the purpose intended by this Agreement.

6.2 The power of attorney granted to Purchaser in this Agreement is coupled with an interest, is irrevocable, and shall remain in full force and effect until all assigned accounts are paid in full and all Obligations are discharged.

6.3 **Double Payments:** Should Purchaser receive a double payment on a Purchased Account or other payment which is not identified, Purchaser shall carry these sums as open items and shall return them to the payor thereof upon proper identification. After six months following receipt of any such payments, Purchaser may, if it so elects, consider such payments or unidentified items as credits towards any Obligations of Client. Client releases and shall hold Purchaser harmless from any loss, claim, or damage of any kind arising from or related to Purchaser's having treated payments in accordance with this Section 5.2, whether such loss, claim, or damage is asserted by an Account Debtor or otherwise.

6.4 **Disputed Account; Charge Back:** In the event that there is a dispute or uncertainty of any kind with respect to a Purchased Invoice (a "Questioned Invoice"), Client, at Purchaser's option (a) shall immediately pay to Purchaser upon demand the full face amount of such Questioned Invoice, in which event Purchaser shall reassign such Questioned Invoice to Client or (b) Purchaser may, in addition to any other remedies under this Agreement, charge the full face amount of the Questioned Invoice back to Client.

6.5 **Charge Back for Invoicing Error:** In the event incomplete or erroneous invoicing is submitted by Client to Purchaser for a Purchased Invoice, such Purchased Invoice may in Purchaser's sole discretion be deemed a Questioned Invoice for which Client, at Purchaser's option (a) shall immediately pay to Purchaser upon demand the full face amount of such Questioned Invoice in which event Purchaser shall reassign such Questioned Invoice to Client or (b) Purchaser may, in addition to any other remedies under this Agreement, charge the full face amount of the Questioned Invoice back to Client.

SECTION 7. PROCEDURES AND FORMS

7.1 **Required Forms:** When Client offers Accounts to Purchaser for sale, Client shall provide to Purchaser a true and correct copy of the relevant invoice, together with, as applicable, a copy of the bill of lading, work ticket, shipping document, or proof of delivery, contract, purchase order, purchase order number, and any other documents, data, and forms necessary or required for payment from Account Debtor to Client or, upon purchase of the Account by Purchaser, to Purchaser. Upon request of Purchaser, Client shall submit all offers of Accounts and related documentation to Purchaser on forms prescribed by Purchaser or otherwise satisfactory to Purchaser.

7.2 **Financial Records:** Client agrees to keep proper books of account showing all sales, claims, and allowances on Accounts and such books and reports shall be open to Purchaser's inspection. Client agrees to provide to Purchaser (a) financial statements including a balance sheet, profit and loss statement, and tax returns within 90 days after its fiscal year end and at other times as may be reasonably requested by Purchaser, (b) as soon as available, but in any event not later than five (5) days after the end of each month while the Obligations are outstanding, an aging of accounts receivable and of accounts payable and a customer name and address listing for each Account Debtor, (c) concurrently with the filing or delivery thereof, all required federal securities reports and statements, as well as all reports to shareholders or other owners of Client, and (d) such other data and information, financial and otherwise, as Purchaser from time to time may reasonably request bearing upon or related to the Collateral, Client's financial condition and the results of its operations.

7.3 **Tax Compliance:** Client shall furnish Purchaser, upon request, satisfactory proof of payment and/or compliance with all federal, state and/or local tax requirements. Client shall execute IRS form 8821 or other forms which allow Purchaser to be notified of any tax liens or other action filed against Client.

SECTION 8. REASSIGNMENT OF ACCOUNTS; SECURITY INTEREST

8.1 **Repurchase of Aged Accounts:** Client shall repurchase from Purchaser any and all Purchased Accounts not paid within 90 days from invoice date (the “Aged Repurchased Accounts”) at one hundred percent (100%) of their face value (the “Aged Account Repurchase Price”) in, at Purchaser’s option, one of the following ways or any combination thereof: (1) by Client’s submission of new Acceptable Accounts in substitution of, (2) by deducting amount from the Earned Reserve due Client, (3) by requesting payment from Client. All short payments, discounts, and any other Obligations Client may have to Purchaser will be deducted in the same manner.

SECTION 9. CLIENT’S REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 **Representations and Warranties.** Client hereby represents, warrants, and guarantees to Purchaser as follows, that:

(a) the information contained in the offers of Accounts previously or hereafter submitted by Client, Client’s financial statements and all other materials or documents previously or hereafter submitted to Purchaser in connection with this Agreement are true, correct and complete in all respects;

(b) all federal, state and local tax returns and payments of any kind due or owing by Client have been timely filed and paid, and no part of the Purchase Price for any Purchased Account shall be used to pay any wage or salary unless appropriate withholdings have been deposited;

(c) assignment of the Purchased Accounts by Client will thereby vest in Purchaser absolute ownership of each Purchased Account free from any security interests, liens, claims or equities of third parties;

(d) Client is the sole owner of and has good, free and unencumbered title to each Purchased Account;

(e) execution and performance of this Agreement has been duly authorized by all necessary actions and this Agreement and all the other documents executed in connection herewith are legal, valid and binding obligations of Client, enforceable against Client in accordance with their terms;

(f) no other factoring, sale, assignment, lien, security interest (other than that of the Bank), or pledge exists against any Purchased Account;

(g) each Purchased Account is based upon a bona fide sale of goods or services and represents a completed delivery or completed furnishing of property or services in fulfillment of all the terms and provisions of a fully executed and unexpired contract with the Account Debtor and is a valid and enforceable obligation of the Account Debtor;

(h) each Account Debtor has accepted goods or services covered by the applicable Purchased Account;

(i) all Purchased Accounts are current, are not past due, have not been paid in whole or in part, are outstanding in the amounts represented by Client and are not and will not be subject to any dispute or claim as to price, quality, quantity, workmanship, delay in shipment, set off, counterclaim or other defense;

(j) no product or service was provided on a guaranteed-sale basis or "buy-back" agreement, and the Account Debtor has not and will not claim any defense of any kind or character or object for any reason whatsoever against payment of such Purchased Account;

(k) Client's chief executive office and the location where all books and records pertaining to each Purchased Account are kept are at the address shown below for notice to Client;

(l) Client is solvent, properly licensed and authorized to operate its business under the name designated herein;

(m) Client uses no trade name or pseudonym that has not been disclosed to Purchaser in writing;

(n) no petition in bankruptcy has been filed by or against Client nor has Client filed any petition seeking an arrangement of its debts or for any other relief under the Bankruptcy Code of the United States;

(o) no application for appointment of a receiver or trustee for any part of Client's property is pending;

(p) Client has made no assignment for the benefit of creditors;

(q) Client does not own, control or exercise dominion over, in any way whatsoever, the business of any Account Debtor on any Purchased Account;

(r) to the best of Client's knowledge after commercially reasonable inquiry, the Account Debtor is not insolvent or the subject of any bankruptcy or insolvency proceeding and has not made an assignment for the benefit of creditors, suspended normal business operations, dissolved, liquidated, terminated its existence, ceased to pay its debts as they become due, or suffered a receiver or trustee to be appointed for any of its assets or affairs;

(s) a financing statement in favor of Purchaser in a form provided by Purchaser is of record in all jurisdictions and filing offices necessary or appropriate to perfect Purchaser's ownership of the Purchased Accounts, subject to no other filings, and there is not of record, in any jurisdiction or filing office, any financing statement, notice of lien, tax lien, notice of assessment, assessment, assignment, charge, or other instrument of any kind covering any Purchased Account;

(t) all Purchased Accounts arise from services rendered or products sold to commercial entities for business purposes and not for personal, family, or household purposes;

(u) Client is not in default in any material respect under any loan agreement, indenture, mortgage, security agreement, or other material agreement or obligation to which it is a party or by which any of its properties may be bound;

(v) there is no action, suit, investigation, or proceeding before any court, governmental authority, or arbitrator pending, or to the knowledge of Client, threatened against or affecting Client, that would, if adversely determined, have a material adverse effect on the financial condition or operations of Client;

(w) there are no outstanding judgments against Client; and

(x) all of Client's statements, representations and warranties contained in any applications or other documents submitted to Client in connection herewith are true, complete, and correct in all respects.

(y) Client is duly organized, validly existing, and in good standing under the law of its their state of organization, and is authorized to do business in all jurisdictions in which its ownership of property and transaction of business legally requires such authorization, and the Client has full power, authority, and legal right to own its property and transact business as presently transacted or proposed to be transacted.

CLIENT HAS CAREFULLY CONSIDERED THE REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN AS THEY RELATE TO EACH RECEIVABLE, AND UNDERSTANDS THAT ALL REPRESENTATIONS AND WARRANTIES MADE BY CLIENT SHALL BE DEEMED REAFFIRMED BY CLIENT UPON EXECUTION OF EACH ASSIGNMENT OF ACCOUNTS. CLIENT ACKNOWLEDGES THAT ANY KNOWING OR RECKLESS ERROR OR OMISSION MADE BY CLIENT IN THE REPRESENTATIONS OR WARRANTIES MADE HEREIN MAY SUBJECT CLIENT TO CIVIL AND CRIMINAL PENALTIES, IN ADDITION TO CIVIL LIABILITY.

9.2 **Certain Covenants.** Client covenants and agrees that it will not, without prior, written consent of Purchaser:

(a) move either its chief executive office or the location where books and records pertaining to the Purchased Accounts are kept to a location other than its address for notice specified herein;

(b) use any trade name;

(c) change its name;

(d) take or omit taking any actions that would render any of Client's representations and warranties incorrect or incomplete;

- (e) merge or consolidate with any other corporation or entity or cease to be a limited liability company organized under the laws of the State of Kansas;
- (f) dissolve or cease its operations as they are now conducted;
- (g) take any action that would cause or induce any account debtor on any Purchased Account to fail to pay the Purchased Account in a timely manner;
- (h) take any action that would result in any material change in ownership or operational control of Client;
- (i) create, incur, assume, or permit to exist, any lien upon or with respect to any Collateral now owned or hereafter acquired by Client.

Client covenants and agrees that it will notify Purchaser in writing immediately upon the imposition or assessment of any, tax lien, assessment or similar levy against Client or any of Client's assets, and upon any dispute arising with respect to any Purchased Account.

SECTION 10. DEFAULT

10.1 Defaults: Any one or more of the following shall be a default hereunder:

- (a) Client or any person which is a guarantor of Client shall fail to pay or perform any Obligations to Purchaser when due.
- (b) Client shall breach any term, provision, covenant, warranty, or representation under this Agreement, or under any other Agreements or contracts between Client and Purchaser or obligation of Client to Purchaser whether or not related to this Agreement.
- (c) the appointment of any receiver or trustee of all or a substantial portion of the assets of Client.
- (d) Client shall become insolvent or unable to pay debts as they mature, shall make a general assignment for the benefit of creditors, or shall voluntarily file under any bankruptcy or similar law.
- (e) any involuntary petition in bankruptcy shall be filed against Client.
- (f) any levies of attachment, executions, tax assessments, or similar process shall be issued against the Collateral.
- (g) any financial statements, profit and loss statements, schedules, or other statements furnished by Client to Purchaser prove false or incorrect in any material respect.

10.2 Remedies after Default: In the event of any default Purchaser may do any one or more of the following:

- (a) declare any Obligations secured hereby immediately due and payable.
- (b) notify any Account Debtors and take possession of Collateral and collect any receivables without judicial process.
- (c) require Client to assemble the Collateral and collect any receivables without prior notice to Client.
- (d) enter the premises of Client and take possession of the records pertaining to the receivables and any other Collateral.
- (e) grant extensions, compromise claims, and settle receivables for less than face value, all without prior notice to Client.
- (f) use, in connection with any assembly or disposition of the Collateral, any trademark, trade name, trade style, copyright, patent right, or technical process used or utilized by Client.
- (g) return any surplus realized to Client after deducting the reasonable expenses and attorney's fees incurred by Purchaser in resolving said default.
- (h) hold Client liable for any deficiency.

SECTION 11. APPLICABLE LAW

11.1 Governing Law; Venue; Service of Process. THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED, FORMED, AND PERFORMED WITHIN THE STATE OF OKLAHOMA, AND THE PARTIES AGREE AND STIPULATE THAT THIS AGREEMENT HAS BEEN SO EXECUTED, DELIVERED, AND FORMED, AND WILL BE SO PERFORMED. THE PARTIES AGREE AND STIPULATE THAT THE EXCLUSIVE JURISDICTION FOR ANY LITIGATION TO BE BROUGHT BY OR ON BEHALF OF BORROWER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER SOUNDING IN LAW, EQUITY, CONTRACT, TORT, OR ANY OTHER THEORY, SHALL BE IN THE STATE DISTRICT COURT OR FEDERAL DISTRICT COURT LOCATED WITHIN OKLAHOMA COUNTY, OKLAHOMA. THE PARTIES STIPULATE AND AGREE THAT ANY FORUM OTHER THAN SUCH COURTS LOCATED IN OKLAHOMA COUNTY, OKLAHOMA, SHALL IMPOSE AN UNDUE HARDSHIP AND BURDEN UPON PURCHASER AND SHALL CONSTITUTE AN INCONVENIENT FORUM JUSTIFYING TRANSFER, REMOVAL, OR DISMISSAL, ON REQUEST OF PURCHASER, OF ANY ACTION FILED OUTSIDE SUCH JURISDICTIONS. CLIENT CONSENTS TO THE JURISDICTION OF SUCH COURTS. CLIENT WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON CLIENT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE BY CERTIFIED MAIL DIRECTED TO CLIENT AT ITS ADDRESS AS IT APPEARS IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED

FIVE (5) BUSINESS DAYS AFTER THE SAME SHALL HAVE BEEN DEPOSITED IN THE U. S. MAIL, CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID. CLIENT WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. NOTHING IN THIS SECTION SHALL AFFECT PURCHASER'S RIGHT TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT PURCHASER'S RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST CLIENT OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE AGREEMENT AND CONSENT OF THE PARTIES HERETO TO THE MATTERS SET FORTH HEREIN.

11.2 Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSES OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

SECTION 12. INDEMNITY

Client hereby unconditionally and irrevocably, jointly and severally, agrees to indemnify, defend and hold harmless Purchaser, its officers, servants, employees, agents, attorneys, principals, managers, affiliates, members, parents, subsidiaries, predecessors, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all Losses (as hereinafter defined) that any Indemnified Party may suffer, pay or incur as a result of, arising from or connected with any Claim (as hereinafter defined) threatened or asserted against any Indemnified Party, by any person or entity.

For purposes of this Section 12, "Claims" shall mean all, claims, demands, lawsuits, causes of action, choses in action, and other legal and administrative actions and proceedings of whatever nature or kind threatened, brought, threatened or asserted against any Indemnified Party whether by reason or in consequence of direct action,

counterclaim, cross-claim, third party claim, false, meritless or fraudulent, and whether or not caused directly or indirectly, by any error, omission, act or negligence of any Indemnified Party so long as the claim, lawsuit, cause of action, chose in action or other legal action or proceeding is alleged or determined, directly or indirectly, to arise out of, result from, relate to, or be based upon, in whole or in part: (i) the obligations, duties, responsibilities, activities, acts or omissions of any person or entity, including any Indemnified Party, in connection with this Agreement or any document or agreement related hereto; (ii) any relationship between any Indemnified Party and Client (or any predecessor or successor-in-interest to Client); or (iii) any matter whatsoever relating to any of the Accounts, including, without limitation, the use, ownership, sale, conversion, disposition, or collection of all or any portion of the Accounts (including compliance with laws).

For purposes of this Section 12, “Losses” shall mean any losses, costs, damages, expenses, judgments, liabilities, obligations and penalties of whatever nature or kind, including, without limitation, reasonable attorneys’, accountants’ and other professional fees; litigation expenses and court costs and expenses; amounts paid in settlement; amounts paid to discharge judgments, penalties, fines and amounts payable to or incurred by any Indemnified Party to any other person or entity, directly or indirectly, resulting from, arising out of or relating to one or more Claims.

In the event that Client fails or refuses to defend any Indemnified Party as required herein, or Client fails or refuses to engage independent counsel to defend any Indemnified Party to avoid any possible conflict of interest that results from joint representation of Client and any Indemnified Party by the same counsel, then, in such event, Indemnified Party, at its option, may engage counsel to defend Indemnified Party and Client consents, covenants and agrees to bear and pay all such reasonable legal fees and related costs just as though Client had incurred the same for its own account.

SECTION 13. GENERAL PROVISIONS

13.1 Assignment; Successors and Assigns. Purchaser may from time to time assign its rights under this Agreement, and the assignee shall be entitled to all of the rights and remedies of Purchaser under this Agreement, including its rights as a secured party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, legal representatives, successors and assigns; however, Client may not assign its obligations or rights under this Agreement without the prior written consent of Purchaser.

13.2 Severability. If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the remaining portion of this Agreement shall remain in full force and effect.

13.3 Headings, Construction. The headings contained in this Agreement are for reference purposes only and shall not modify or affect the terms of this Agreement in any manner.

13.4 **Saturday, Sunday or Legal Holiday.** If any day provided in this Agreement for the performance of any obligation should fall on a day which is not a Business Day, the compliance with such obligation or delivery shall be deemed acceptable on the next Business Day following such day.

13.5 **Notices.** Any notices or other communications required or permitted to be given by this Agreement or any other documents and instruments referred to herein must be (i) given in writing (the references to “in writing” elsewhere in this Agreement are for emphasis and are not a way of limitation of the generality of the requirement that notices or other communications shall be in writing), and (ii) be personally delivered or mailed by prepaid mail or overnight courier, or by email or telecopy delivered or transmitted to the party to whom such notice or communication is directed, to the address of such party as follows:

To Client: OLD NO.7 FARMS, LLC

Mailing Address:
3230 302nd Road
Arkansas City, KS 67005

Physical Address:
3230 302nd Road
Arkansas City, KS 67005

Attention: Justin Wise
Telephone: (620) 660-2426
Fax: NONE
Email: oldno7farms@yahoo.com

To Purchaser: Diversified Lenders, LLC

Mailing Address:
111 North Broadway, Ste. B
Edmond, Oklahoma 73034

Physical Address:
111 North Broadway, Ste. B
Edmond, Oklahoma 73034

Attention: Noel Pendley
Telephone: 405.715.5720 Ext. 109
Fax: 405.715.5735
Email: npendley@diversifiedlenders.com

Any such notice or other communication shall be deemed to have been given on the day three days after it is mailed by prepaid certified or registered mail, one Business Day after sent by overnight courier, or on the day it is personally delivered as aforesaid or, if transmitted by fax or email, on the Business Day that such notice is transmitted as aforesaid, and otherwise when actually received. Any party may, for purposes of this Agreement, change its address, email address, fax number or the person to whose attention a notice or other communication is marked, by giving notice of such change to the other parties pursuant hereto.

13.6 Costs of Enforcement. In the event of any default or breach by Client under this Agreement, or any portion hereof, whether or not such enforcement becomes necessary by reason of a breach or default by Client and/or in the event it becomes necessary for Purchaser to employ an attorney and incur other expenses to collect any Receivable or accounts, Client agrees to pay to Purchaser on demand, from time to time as such amounts are incurred by Purchaser, an amount or amounts equal to all fees, expenses, and costs incurred by Purchaser including but not limited to court costs and reasonable attorneys' fees. The costs described in this section shall become Obligations under Section 12 of this Agreement.

13.7 Nature of Charges. The Discounts, any additional Discounts, and commissions or other charges payable hereunder constitute consideration for Purchaser's services provided hereunder in connection with making credit investigations, supervising the ledgering of accounts purchased, supervising the collection of the accounts purchased, assuming certain risks and other services provided by Purchaser hereunder. Nothing contained herein shall be construed to require the payment of interest for the use, forbearance, or detention of money (except with respect to the interest that may be charged by Purchaser under Section 15); however, should a court of competent jurisdiction rule that any part of Purchaser's discounts, additional discounts, and factoring commissions or any other charges hereunder are in fact or in law to be treated as interest on funds advanced, in no event shall Client be obligated to pay that interest at a rate in excess of the maximum amount permitted by law, and all agreements, conditions, or stipulations contained herein, if any, which may in any event or contingency whatsoever operate to bind, obligate, or compel Client to pay a rate of interest exceeding the maximum rate of interest permitted by law shall be without binding force or effect at law or in equity to the extent only of the excess of interest over such maximum rate of interest permitted by law. Also in such event, Purchaser may "spread" all charges characterized as interest over the entire term of all transactions with Client and may refund to Client the excess of any payments made over the highest lawful rate. It is the intention of the parties hereto that in the construction and interpretation of this Agreement, this paragraph shall be given precedence over any other agreement, condition, or stipulation herein contained which is in conflict with same.

13.8 Subrogation. To the extent that Purchaser advances proceeds under this Agreement to Client that are used to pay any prior indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against, in, on or to the Accounts, then such proceeds shall have been advanced by Purchaser at Client's request; and Purchaser shall be fully subrogated to any and all rights, titles, interests, powers, equities, liens, encumbrances, and security interests (collectively "Liens") owned or granted by any owner or holder of such Liens, irrespective of whether said Liens are released of record, or otherwise, and all of said Liens shall fully inure to the benefit of Purchaser.

13.9 Facsimile. Client agrees that any facsimile (faxed) copy of a document relied upon by Purchaser in connection with this Agreement, whether executable or not, including, but not limited to, any Assignment of Accounts, invoice, delivery evidence or Bill of Lading, shall have the same force and effect as if such document were the original or manually executed one.

13.10 Joint and Several Obligations. If more than one party is executing this Agreement as Client, each party agrees that its obligations hereunder are joint and several. Each party constituting Client agrees each party constituting Client warrants to Purchaser that (a) the

value of the consideration received and to be received by it as a result of its liability on the obligations of each other Client is reasonably worth at least as much as the liability and obligation it has hereunder, and (b) such liability and obligation may reasonably be expected to benefit it, directly or indirectly. Each party constituting Client specifically agrees that execution by anyone of them of any Assignment of Accounts, bill of sale, or other instrument executed in connection herewith shall be deemed the fully authorized act of each party constituting Client, jointly and severally binding upon each.

13.11 Obligations Absolute. Client and (if more than one party) each party constituting Client agrees that its obligations shall not be released, diminished, impaired or affected by the occurrence of anyone or more of the following events, all of which may occur without notice to or consent of any other Client:

- (a) Any release, partial release, subordination or loss of any security, guaranty or collateral at any time existing in connection with the obligations contained herein;
- (b) The death, insolvency, bankruptcy, disability or incapacity of any Client, any guarantor, or any other party now or hereafter obligated hereon;
- (c) Any renewal, extension, and/or rearrangement of all or any portion of the obligations contained herein;
- (d) Any neglect, delay, omission, failure or refusal of Purchaser to take or prosecute any action for the collection of the obligations provided herein;
- (e) The unenforceability for any reason of all or any part of the obligations contained herein against any Client, guarantor or other party;
- (f) The finding of any payment by any Client to constitute a preference under bankruptcy or similar debtor relief law;
- (g) Any release or partial release of liability of any Client, guarantor or other party; or
- (h) Any other action that might impair rights in the nature of contribution or subrogation that any Client might otherwise have.

13.12 Client's Waiver of Notice. Client hereby waives notice of nonpayment of any Accounts as well as all other notices, demands or presentations for payment under this Agreement. Client further agrees that Purchaser may extend, modify or renew from time to time the payment of any Receivable without notice to or consent by Client. **Notwithstanding any of the foregoing, Purchaser will provide Client with notice of any disputes. It is the standard business practice of Purchaser to enlist the aid of Client to resolve disputes, so long as Client is not in default of the Agreement.**

13.13 ACH Authorization. In order to satisfy any of the Obligations, Purchaser is hereby authorized by Client to initiate electronic debit or credit entries through the ACH system to any deposit account maintained by Client wherever located.

13.14 No Lien Termination Without Release. In recognition of the Purchaser's right to have its attorneys' fees and other expenses incurred in connection with this Agreement secured by the Collateral, notwithstanding payment in full of all Obligations by Client, Purchaser shall not be required to record any terminations or satisfactions of any of Purchaser's liens on the Collateral unless and until Client has executed and delivered to Purchaser a general release in form and substance satisfactory to Purchaser.

13.15 Miscellaneous Fees. Purchaser shall have the right, but not the obligation, to charge Client for miscellaneous expenses directly associated with funding and maintaining Client's account. Such fees may include, but are not limited to, wire transfers (if such option is elected by Client), postage (for invoices and/or statements mailed on Client's account), and the like.

(a) **Misdirected Payment Fee:** Client shall pay Purchaser twenty-five percent (25%) of the amount of any payment on account of a Purchased Account which has been received by Client and not delivered in kind to Purchaser as required by this Agreement. This fee shall be in addition to any discount fees to which Purchaser may be entitled. Depositing funds out of trust is a default under this Agreement and this provision shall in no way grant permission to Client to deposit any funds it may receive in payment of Accounts.

13.16 No Partnership or Joint Venture. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or any type of entity.

13.17 Entire Agreement; Amendment. This Agreement and the other instruments executed and delivered by Client and Purchaser in connection herewith represents and embodies the final, entire agreement between the parties hereto and supersedes any and all prior commitments, agreements, representations and understandings, whether written or oral relating to the subject matter hereof and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto. There are no oral agreements between the parties hereto. The provisions of this Agreement may not be amended or modified except by a written instrument executed by Purchaser and Client.

13.18 Notice of Dispute: Client must immediately notify Purchaser of any disputes between Account Debtor and Client.

13.19 Settlement of Dispute: Purchaser may settle any dispute directly with Account Debtor. Such settlement does not relieve Client of final responsibility for payment of such account.

13.20 Disposal of Documents: Client authorizes Purchaser in its sole discretion to dispose of any documents, schedules, invoices, or other papers delivered to Purchaser in connection with this Agreement, at any time at least six (6) months after they have been delivered to Purchaser.

13.21 Book Entry: Client will immediately upon sale of accounts to Purchaser, make proper entries on its books and records disclosing the absolute sale of said accounts to Purchaser.

13.22 **Legal Fees:** Client will pay any and all legal expenses and reasonable attorney's fees that Purchaser may incur as a result of Purchaser enforcing this Agreement.

13.23 **Hold Harmless:** Client shall hold Purchaser harmless against any Account Debtor's ill will arising from Purchaser's collecting or attempting to collect any accounts.

13.24 **Binding on Future Parties:** This Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties to it.

13.25 **Cumulative Rights:** All rights, remedies and powers granted to Purchaser in this Agreement, or in any note, lease or other Agreement given by Client to Purchaser, are cumulative and may be exercised from time to time as to all or any part of the pledged Collateral as Purchaser in its discretion may determine.

13.26 **Written Waiver:** Purchaser may not waive its rights and remedies unless the waiver is in writing and signed by Purchaser. A waiver by Purchaser of a right or remedy under this Agreement on one occasion is not a waiver of the right or remedy on any subsequent occasion.

13.27 **Invalid Provisions:** If any provision of this Agreement shall be declared illegal or contrary to law, it is agreed that such provision shall be disregarded and this Agreement shall continue in force as though such provision had not been incorporated herein.

13.28 **Right of Stoppage:** The right of stoppage in transit on all shipments of sales on all accounts assigned or to be assigned to Purchaser is reserved to Purchaser. On Purchaser's request, Client agrees to stop any delivery of goods or services on its accounts, to assert its purchase money lien in favor of Purchaser or to take such other actions in connection with its accounts to preserve, perfect and protect Purchaser's rights. Any merchandise returned by reclaim, exercise of purchase money lien or under the right reserved in this section shall be considered returned goods.

13.29 **Assignment of Contract:** Purchaser may, without notice to Client, assign or transfer this Agreement or any interest herein including all accounts purchased, reserve accounts and other sums due Purchaser, and in such event Purchaser's assignee or transferee shall have the rights, power, privileges and remedies of Purchaser hereunder.

SECTION 14. SPECIAL PROVISIONS

14.1 **Further Promises:** Client hereby appoints and empowers Purchaser, or any employee of Purchaser which Purchaser may designate for the purpose, as its attorney-in-fact, to execute and/or endorse (and file, as appropriate) on its behalf any documents, agreements, papers, checks, UCC financing statements and other documents which, in Purchaser's sole judgment, are necessary to be executed, endorsed and/or filed in order to (a) perfect or preserve the perfection and priority of Purchaser's security interests granted hereby and (b) collect or realize upon the Collateral or otherwise exercise its rights and remedies under this Agreement or applicable law. Client acknowledges that the form of UCC financing statement attached hereto as Exhibit A is an example of a necessary and appropriate financing statement, but agrees that

Purchaser shall have the right to prepare and file such other forms of financing statements as Purchaser in its sole judgment deems to be necessary or appropriate.

14.2 **Notice of Levy:** Client will promptly notify Purchaser of any attachment or any other legal process levied against Client or any of Client's Account Debtors known to Client.

14.3 **No Pledge:** Client will not pledge the credit of Purchaser to any person or business for any purpose whatsoever.

14.4 **Sole Property:** Once Purchaser has purchased an account, the payment from Account Debtor, as to that account, is the sole property of Purchaser. Any interference by Client with this payment may result in civil and/or criminal liability.

14.5 **Hold in Trust:** Client agrees that even though reasonable efforts will be made to notify all Account Debtors of Client of the sale by Client to Purchaser of certain accounts, some payments may be sent directly to Client which are the sole and exclusive property of Purchaser. In such circumstances, Client promises not to negotiate said check or other forms of payment, but to hold in trust and safekeeping for the benefit of Purchaser and turn over to Purchaser in kind the exact form of payment received. In the event Client receives such a check or other payment owing to Purchaser, but some portion of said payment is owing to Client, Client still agrees to turn over said payment in kind to Purchaser, and Purchaser will remit to Client along with any earned reserve, Client's portion thereof, unless Client is indebted to or in default with Purchaser.

Client acknowledges that Client has been notified by Purchaser of the potential civil and/or criminal liability for failure to fully comply herewith, and that the cashing, depositing and/or negotiation of any payment which is the property of Purchaser could result in civil and/or criminal liability and remedies attendant thereto. If an employee or other representative of Client negotiates such a check payment without Client's direct knowledge, Client can still be held liable for acts of Client's employees, agents or servants.

Client further acknowledges that Client has been notified by Purchaser that Obligations of Client to Purchaser arising under circumstances as described in this Section may constitute a debt which may not be discharged in a Court of Bankruptcy. The conversion of check payments can be deemed an intentional act even though Client did not specifically intend to take or convert said payments and/or damage Purchaser.

Should Client receive and deposit or otherwise convert into cash, payments from any Account Debtor for which such payment was due Purchaser, Client may be held liable for civil and/or criminal remedies to the extent provided by law. Purchaser may also charge a misdirected payment fee as set forth in this Agreement. The enforcement or non-enforcement of the provisions of this Section shall not be considered a waiver of any other remedy of default, nor shall it be construed a precedent for future discretionary actions available to Purchaser.

I acknowledge that I have read and understand the foregoing Section). Client initials:_____.

SECTION 15. CLIENT DATA; DEBT COLLECTION

15.1 CLIENT AGREES TO INDEMNIFY AND HOLD PURCHASER HARMLESS FROM ANY CLAIM OR LIABILITY PURCHASER MAY SUSTAIN BY VIRTUE OF OR ARISING OUT OF ANY ACTION BY OR ON BEHALF OF CLIENT, DIRECTLY OR INDIRECTLY, WHICH IS DETERMINED TO BE IN VIOLATION OF ANY DEBT COLLECTION PRACTICES LAWS OR REGULATIONS UNDER APPLICABLE STATE OR FEDERAL LAW.

15.2 CLIENT AGREES TO INDEMNIFY AND HOLD PURCHASER HARMLESS FROM ANY CLAIM OR LIABILITY SUSTAINED BY VIRTUE OF ACTING IN RELIANCE ON THE DATA THAT CLIENT SUPPLIES TO PURCHASER. CLIENT AGREES TO INDEMNIFY AND HOLD PURCHASER HARMLESS FROM ANY CLAIM OR LIABILITY PURCHASER MAY SUSTAIN BY VIRTUE OF ACTING IN RELIANCE ON CLIENT'S OBLIGATION TO OBTAIN OR MAINTAIN WRITTEN CREDIT AGREEMENTS WITH CLIENT'S ACCOUNT DEBTORS OR TO PROVIDE ANY DISCLOSURE REQUIRED UNDER APPLICABLE STATE OR FEDERAL LAW.

CLIENT:
OLD NO.7 FARMS, LLC

By: _____
Name: Justin Wise
Title: President

Accepted in Edmond, Oklahoma
this ____ day of June 2015

PURCHASER:

DIVERSIFIED LENDERS, LLC,
an Oklahoma limited liability company

By: _____
Name: Noel Pendley
Title: Vice President

Exhibit A

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Diversified Lenders, LLC 203 E. Main Edmond, OK 73034	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE COUNTRY
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	
					<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	
					<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S/P)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE COUNTRY
203 E. Main			Edmond	OK	73034

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attachment to this UCC Financing Statement for the Collateral Description

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. [This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		All Debtors Debtor 1 Debtor 2			
8. OPTIONAL FILER REFERENCE DATA						

EXHIBIT A

Exhibit A

All assets including but not limited to, all Debtor's present and future accounts, instruments, documents, chattel paper, general intangibles, deposit accounts, investment property, commercial tort claims, letter of credit rights, letters of credit, equipment and inventory, as more fully described as: (a) all Debtor's accounts, whether now existing or hereafter arising ("Accounts"); all chattel papers, documents and instruments, whether now existing or hereafter arising relating to Accounts; all rights now or hereafter existing in and to all security agreements, leases, and other contracts securing or otherwise relating to Accounts or such chattel papers, documents and instruments; (b) all Debtor's general intangibles of any kind, whether now existing or hereafter arising ("General Intangibles"); all chattel papers, documents and instruments whether now existing or hereafter arising relating to General Intangibles; all rights now or hereafter existing in and to all security agreements, leases, and contracts securing or otherwise relating to General Intangibles or such chattel papers, documents and instruments; (c) all Debtor's inventory in all of its forms, whether now owned or hereafter acquired, wherever located, all accessions or additions thereto, products thereof, whether now owned or hereafter acquired ("Inventory"); (d) the proceeds, products, additions to, substitutions for and accessions of any property described in subparagraphs (a), (b), and (c) above; and (e) all Debtor's books, records, reports, memoranda, and/or data compilations, in any form (including, without limitation, corporate and other business records, customer lists, credit files, computer programs, print outs, and any other computer materials and record(s), of Debtor pertaining to any of the property described in subparagraphs (a), (b), (c), and (d) above.

NOTICE:

PURSUANT TO AN AGREEMENT BETWEEN DEBTOR AND SECURED PARTY, DEBTOR HAS AGREED NOT TO FURTHER ENCUMBER THE COLLATERAL DESCRIBED HEREIN.

Diversified Lenders, LLC

111 North Broadway, Ste. B
Edmond, OK 73034
(405)715-5720

ASSIGNMENT

Date _____

For value received, the undersigned (herein called Assignor) hereby sells, assigns, transfers, and sets over to Diversified Lenders, LLC (herein called DLL) and its successors and assigns the accounts receivable described in the attached copies of invoices listed as follows (or see attached) _____ in the total amount of \$_____, and all proceeds and collections thereof, together with all guaranties and security therefore and all right, title, and interest of Assignor in the merchandise giving rise thereto or returned in connection therewith, including all of Assignors rights of stoppage in transit and all other rights which Assignor may have as an unpaid seller (herein collectively call ed the Accounts.).

This assignment is made pursuant to and is subject to the provisions of the Accounts Purchase and Security Agreement heretofore entered into by Assignor and DLL. Which is hereby made a part hereof by this reference thereto. Assignor hereby makes, as of the date hereof, all of the same warranties, representations, agreements and undertakings as are made by it in the Accounts Purchase and Security Agreement with respect to the Accounts and all other matters mentioned therein with the same force and effect as though the same were fully set out herein.

Total amount of Accounts..... \$ _____

Less Credit Memos \$ _____

Net amount of Accounts..... \$ _____

Entered By:	
Reviewed By:	
Scanned By:	

IMPORTANT: Please attach an adding machine tape for the total amount of the schedule.

OLD NO.7 FARMS, LLC

By: _____

Title: _____

(Invoice copies, signed scale tickets)

Schedule # _____

NOTIFICATION AGREEMENT

Attention: **CONTROLLER/MANAGER**

RE: Notice of Sale and Assignment of Accounts Receivable and change in Payment Instructions
by: Old No.7 Farms, LLC to Diversified Lenders, LLC

To Whom It May Concern:

We are pleased to advise that, to enable us to better service our customers, we have assigned our present and future accounts to Diversified Lenders, LLC

As part of their service, they are providing us with a centralized billing and accounts receivable processing. Therefore, we request your cooperation in remitting payments on all open invoices as well as those subsequently received to:

If paying by check, mail to:

Old No.7 Farms, LLC AND
Diversified Lenders, LLC
Post Office Box 268957
Oklahoma City, OK 73126-8957

If paying electronically:

Diversified Lenders, LLC
Arvest Bank
Routing Number: 103112976
Account Number: 85830745
Payment Advice: kgutierrez@diversifiedlenders.com

This financial arrangement has been duly recorded under appropriate State Statutes and Uniform Commercial Codes. Please make a notation in your ledger.

If there are any questions concerning your billing, please feel free to call Diversified Lenders, LLC, at:

405-715-5720

This notice and instruction remains in full force and effect until you are notified by both the undersigned and Diversified Lenders, LLC, in writing to the contrary. Thank you for your cooperation.

Date: June 10, 2015

Diversified Lenders, LLC

By: _____

Name: Noel Pendley

Title: Vice President

Old No.7 Farms, LLC

By: _____

Name: Justin Wise

Title: President

SIGNATURE AUTHORIZATION

I, the undersigned, President of **Old No.7 Farms, LLC** (the “Company”), hereby certify that the following persons, whose names, positions and signatures appear below are authorized to act for said Company in transactions with Diversified Lenders, LLC in the manner and to the extent specified in the Accounts Purchase and Security Agreement dated June 10, 2015, and that such persons are now duly qualified and acting in their respective capacities.

NAME	SIGNATURE	POSITION
_____ (signors name)	_____	_____ (signors title)
Justin Wise	_____	President
Lisa Wise	_____	Secretary

I hereby agree to notify you promptly in the event that any such person shall cease to occupy the position indicated or cease to be so authorized to act, and will contemporaneously therewith certify to you the name and signature of such person’s successor in such position and of any additional persons so authorized to act.

Date: June 10, 2015

By: _____
Justin Wise, President

Diversified Lenders, LLC
FUNDING TRANSFER INSTRUCTIONS

CLIENT: OLD NO.7 FARMS, LLC

Please indicate below how you wish to have funds transferred to your company:

1. WIRE TRANSFER OR ACH DEPOSIT: (DIVERSIFIED LENDERS, LLC WILL NOT WIRE OR MAKE ACH DEPOSIT INTO PAYROLL ACCOUNTS)

Prior to completing this form, you must contact your bank to confirm the wire instructions are correct. DO NOT TAKE THE INFORMATION OFF YOUR BANK CHECK; IT IS NOT ALWAYS CORRECT! INCORRECT INFORMATION WILL CAUSE A DELAY IN THE TRANSFER OF FUNDS. A \$50.00 Wire Transfer fee will be charged per transaction. There is not a fee for ACH Deposits.

BANK NAME: _____

CITY & STATE: _____

BANK ROUTING NO: _____

ACCOUNT NO: _____

NAME ON ACCOUNT: _____

CERTIFICATION:

I certify that the above account is not a payroll account.

Signature: _____
Justin Wise, President

Date: June 10, 2015

2. ISSUE CHECK TO THE FOLLOWING:

(No checks will be issued to Individuals. Companies only.)

COMPANY NAME: _____

ADDRESS: _____

If you wish for Diversified Lenders, LLC to overnight the check, please provide your Federal Express or UPS Account Number below:

Federal Express: _____

UPS: _____

If you do not have an account, you may request Diversified Lenders, LLC to send the check overnight, and a \$25.00 charge will be taken from amount for the service.

GUARANTY

1. The undersigned ("Guarantor", whether one or more) for value received, the receipt and sufficiency of which is hereby acknowledged, and to induce DIVERSIFIED LENDERS, LLC, an Oklahoma limited liability company having offices at 111 North Broadway, Ste. B, Edmond, Oklahoma 73034 ("Diversified"), at its option, at any time or from time to time, to purchase accounts receivable or otherwise extend financial accommodations, with or without security, to or for the account of OLD NO.7 FARMS, LLC, ("Client"), and at the special instance and request of Diversified, Guarantor hereby jointly, severally, and unconditionally guarantees the prompt performance and payment when due of all obligations and liabilities of Client to Diversified (the "Obligations"), including without limitation those now or hereafter evidenced by the various agreements governing financial accommodations between Client and Diversified (the "Agreements").
2. This guaranty ("Guaranty") is an absolute, complete, and continuing one, and no notice of the Obligations, or any extension of any financial accommodation already or hereafter contracted by or extended to Client need be given to Guarantor. Client and Diversified may amend, modify, supplement, rearrange, extend for any period and/or renew from time to time, any Obligations without notice to the Guarantor and in such event Guarantor will remain fully bound hereunder on such Obligations. Guarantor hereby expressly waives presentment, demand, protest and notice of protest and dishonor on any and all forms of the Obligations, and also notice of acceptance of this Guaranty, acceptance on the part of Diversified being conclusively presumed by its request for this Guaranty and the delivery of the same to it.
3. This Guaranty shall remain effective during the term of the Agreements and so long as any Obligations remain owing and outstanding from Client to Diversified and relates to any Obligations, including those which arise under successive transactions which shall either cause Client to incur new Obligations, continue the Obligations from time to time, or renew them after they have been satisfied, until this Guaranty has been expressly terminated. Such termination shall be applicable only to transactions having their inception after the effective date of termination and shall not affect any rights or liabilities arising out of transactions having their inception prior to such date even if subsequent to such termination the Obligations are modified, renewed, compromised, extended, or otherwise amended. This Guaranty shall not apply to any Obligations created after receipt by Diversified of written notice of its termination as to future transactions.
4. Guarantor authorizes Diversified, without notice or demand and without affecting Guarantor's liability hereunder, to take and hold security for the payment of this Guaranty and/or any of the Obligations, and exchange, enforce, waive and release any such security; and to apply such security and direct the order or manner of sale thereof as Diversified in its discretion may determine; and to obtain a guaranty of any of the Obligations from any one or more persons, corporations, or entities whomsoever and at any time or times to enforce, waive, rearrange, modify, limit or release such other persons, corporations, or entities from their Obligations under such guaranties.
5. Guarantor waives any right to require Diversified to (a) proceed against Client, (b) proceed

against or exhaust any security held from Client, (c) have Client joined with Guarantor in any suit arising out of this Guaranty and/or any of the Obligations, or (d) pursue any other remedy in Diversified's power whatsoever. Guarantor waives any defense arising by reason of any disability, lack of corporate or entity authority or power, or other defense of Client or of any other guarantor of any of the Obligations, and shall remain liable hereon regardless of whether Client or any other guarantor be found not liable thereon for any reason. Guarantor waives any right to enforce any remedy which Diversified now has or may hereafter have against Client.

6. Notwithstanding anything to the contrary in this Guaranty, the Guarantor hereby irrevocably waives all rights Guarantor may have at law or in equity (including, without limitation, any law subrogating the Guarantor to the rights of the Diversified) to seek contribution, indemnification, or any other form of reimbursement from the Client, any other guarantor, or any other person now or hereafter primarily or secondarily liable for any Obligations of the Client to the Diversified, for any disbursement made by the Guarantor under or in connection with this Guaranty or otherwise.

7. Guarantor agrees that if the maturity of any Obligations is accelerated by bankruptcy or otherwise, such maturity shall also be deemed accelerated for the purpose of this Guaranty without demand or notice to Guarantor. Guarantor will, forthwith upon notice by Diversified of Client's failure to pay any Obligations at maturity or upon demand, pay to Diversified at Diversified's offices in Edmond, Oklahoma, the amount due and unpaid by Client and guaranteed hereby. The failure of Diversified to give this notice shall not in any way release Guarantor hereunder.

8. If Guarantor fails to pay the Obligations after notice by Diversified of Client's failure to pay any Obligations at maturity or upon demand, and if Diversified obtains the services of an attorney for collection of amounts owing by Guarantor hereunder, or if suit is filed to enforce this Guaranty, or if proceedings are had in any bankruptcy, probate, receivership, or other judicial proceedings for the establishment or collection of any amount owing by Guarantor hereunder, or if any amount owing by Guarantor hereunder is collected through such proceedings, Guarantor agrees to pay to Diversified at Diversified's offices Diversified's reasonable attorneys' fees.

9. Any married individual who signs this Guaranty in his or her individual capacity hereby expressly agrees that, in addition to any other property in which such Guarantor has an interest, recourse may be had against his or her separate property for all guaranteed Obligations hereunder.

10. It is expressly agreed that the liability of each Guarantor herein (if more than one) for the payment of the Obligations guaranteed hereby shall be primary, joint, and several.

11. This Guaranty is and shall be in every particular available to the successors and assigns of Diversified and is and shall always be fully binding upon the successors and assigns of each Guarantor herein (if more than one), notwithstanding that some or all of the Obligations to which this Guaranty applies may actually accrue or be incurred by the Client after any bankruptcy, receivership, reorganization, or other event affecting either Guarantor herein.

12. Any notice or demand to Guarantor under or in connection with this Guaranty may be given

and shall conclusively be deemed and considered to have been given and received upon the deposit thereof, in writing, duly stamped and addressed to Guarantor at the address of Guarantor appearing on the records of Diversified, in the U. S. mail, but actual notice, however given or received, shall always be effective.

13. Guarantor will promptly furnish to Diversified from time to time such information regarding the business, affairs and financial condition of Guarantor as Diversified may request and will furnish to Diversified within ninety (90) days after the end of each year the financial statements and/or federal tax returns of Guarantor for such year.

14. Guarantor authorizes Diversified to access such credit reports as necessary to monitor Guarantor's financial condition.

15. Guarantor is presently informed of the financial condition of the Client and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment of the Obligations. Guarantor hereby covenants that Guarantor will continue to keep informed of Client's financial condition, the status of other guarantors, if any, and of all other circumstances which bear upon the risk of nonpayment. Absent a written request for such information by Guarantor to Diversified, Guarantor hereby waives the right, if any, to require Diversified to disclose any information which Diversified may now or hereafter acquire concerning such condition or circumstances including, but not limited to, the release of or revocation by any other guarantor.

16. Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

17. THIS GUARANTY SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED, FORMED, AND PERFORMED WITHIN THE STATE OF OKLAHOMA, AND THE PARTIES AGREE AND STIPULATE THAT THIS GUARANTY HAS BEEN SO EXECUTED, DELIVERED, AND FORMED, AND WILL BE SO PERFORMED. THE PARTIES AGREE AND STIPULATE THAT THE EXCLUSIVE JURISDICTION FOR ANY LITIGATION TO BE BROUGHT BY OR ON BEHALF OF CLIENT OR GUARANTOR ARISING OUT OF OR RELATED TO THIS GUARANTY, WHETHER SOUNDING IN LAW, EQUITY, CONTRACT, TORT, OR ANY OTHER THEORY, SHALL BE IN THE STATE DISTRICT COURT OR FEDERAL DISTRICT COURT LOCATED WITHIN OKLAHOMA COUNTY, OKLAHOMA. THE PARTIES STIPULATE AND AGREE THAT ANY FORUM OTHER THAN SUCH COURTS LOCATED IN OKLAHOMA COUNTY, OKLAHOMA, SHALL IMPOSE AN UNDUE HARDSHIP AND BURDEN UPON DIVERSIFIED AND SHALL CONSTITUTE AN INCONVENIENT FORUM JUSTIFYING TRANSFER, REMOVAL, OR DISMISSAL, ON

REQUEST OF DIVERSIFIED, OF ANY ACTION FILED OUTSIDE SUCH JURISDICTIONS. GUARANTOR CONSENTS TO THE JURISDICTION OF SUCH COURTS. GUARANTOR WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON GUARANTOR AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE BY CERTIFIED MAIL DIRECTED TO GUARANTOR AT ITS ADDRESS AS IT APPEARS IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) BUSINESS DAYS AFTER THE SAME SHALL HAVE BEEN DEPOSITED IN THE U.S. MAIL, CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID. GUARANTOR WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT. NOTHING IN THIS SECTION SHALL AFFECT DIVERSIFIED'S RIGHT TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT DIVERSIFIED'S RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST GUARANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION. EITHER GUARANTOR OR DIVERSIFIED MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE AGREEMENT AND CONSENT OF THE GUARANTOR AND DIVERSIFIED HERETO TO THE MATTERS SET FORTH HEREIN.

18. EACH OF GUARANTOR AND DIVERSIFIED HEREBY EXPRESSLY WAIVES TO THE FULLEST EXTENT ALLOWED BY LAW ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS GUARANTY OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE GUARANTOR, CLIENT OR DIVERSIFIED OR ANY OF THEM WITH RESPECT TO THIS GUARANTY OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH OF GUARANTOR AND DIVERSIFIED HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT EITHER OF GUARANTOR OR DIVERSIFIED MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE AGREEMENT AND CONSENT OF GUARANTOR AND DIVERSIFIED TO THE MATTERS SET FORTH HEREIN.

IN WITNESS WHEREOF, Guarantor has duly executed this Guaranty this 10TH day of June, 2015.

GUARANTOR

Justin Wise, a natural person

HOME ADDRESS

3230 302nd Road
Arkansas City, KS 67005

HOME TELEPHONE NUMBER

(620) 660-2425

CERTIFICATE OF
RESOLUTIONS OF MEMBERS AUTHORIZING
SALE AND ASSIGNMENT OF ACCOUNTS

I, the undersigned, hereby certify that I am a Member of OLD NO.7 FARMS, LLC, a limited liability company duly organized and existing under the laws of the State of KANSAS.

I further certify that either (i) at a meeting of the Members of said limited liability company, duly and legally called and held in accordance with the Regulations of said limited liability company on the 10th day of June, 2015, at which meeting a quorum was present and voting throughout, or (ii) (if the date was not completed above) pursuant to a written consent signed by all the Members, the following resolutions were duly adopted, and such resolutions are now in full force and effect and have not been amended, modified or revoked:

"RESOLVED, that this limited liability company sell, assign, transfer, and convey to DIVERSIFIED LENDERS, LLC, an Oklahoma limited liability company (hereinafter called "Purchaser") certain accounts receivable;

"FURTHER RESOLVED, that the designated Manager or Officer of this limited liability company is hereby authorized for and on behalf of this limited liability company to negotiate such terms and conditions for the sale of accounts as said designated party may deem best, and to execute and deliver for and on behalf of this limited liability company a cash accelerator agreement, security agreements, deeds of trust, and such other instruments or written obligations of this limited liability company as may be desired or required by Purchaser in connection with the sale of accounts and containing such terms and conditions as may be acceptable or agreeable to said designated party, such acceptance and agreement to be conclusively evidenced by said designated party's execution and delivery thereof;

"FURTHER RESOLVED, that this limited liability company grant to Purchaser a lien upon and/or a security interest in such assets of this limited liability company as may be agreed upon between said designated party and Purchaser as security for any and all indebtednesses, obligations and liabilities of this limited liability company under any cash accelerator agreement, security agreements, loan agreements, deeds of trust, and any other instruments of written obligations of this limited liability company owing to Purchaser either directly or by assignment;

"FURTHER RESOLVED, that said designated party is hereby authorized in the name of and on behalf of this limited liability company to take such further action and to do all things that may appear in his discretion to be necessary in connection with renewals, extensions for any period, rearrangements, retirements or compromises of the indebtednesses, obligations and liabilities of this limited liability company to Purchaser arising out of the sale of accounts or any other indebtednesses, obligations, and liabilities of this limited liability company owing to Purchaser either directly or by assignment;

"FURTHER RESOLVED, that said designated party is authorized and empowered to do or cause to be done all such acts or things and to sign and deliver, or cause to be signed and delivered, all such documents, instruments and certificates (including, without limitation, any and all notices and certificates required or permitted to be given or made to Purchaser under the terms of any of the instruments executed on behalf of this limited liability company in connection with the sale of accounts)

in the name and on behalf of this limited liability company or otherwise, as said designated party, in his discretion, may deem necessary, advisable or appropriate to effectuate or carry out the purposes and intent of the foregoing resolutions and to perform the obligations of this limited liability company under all instruments executed on behalf of this limited liability company in connection with the sale of accounts;

"FURTHER RESOLVED, that the execution by said designated party of any document authorized by the foregoing resolutions or any document executed in the accomplishment of any action or actions so authorized, is (or shall become upon delivery) the enforceable and binding act and obligation of this limited liability company, without the necessity of the signature or attestation of any other member, manager or officer of this limited liability company or the affixing of a seal;

"FURTHER RESOLVED, that all acts, transactions, or agreements undertaken prior to the adoption of these resolutions by any of the members, managers, officers or representatives of this limited liability company in its name and for its account with Purchaser in connection with the foregoing matters are hereby ratified, confirmed and adopted by this limited liability company;

"FURTHER RESOLVED, that the designated party of this limited liability company is hereby authorized and directed to certify these resolutions to Purchaser; and

"FURTHER RESOLVED, that Purchaser be promptly notified in writing of any change in these resolutions, and until it has actually received such notice in writing, Purchaser is authorized to act in pursuance of these resolutions."

I further certify that the foregoing resolutions are within the power of the Members to pass as provided in the Regulations.

I further certify that the Members or Officers of this limited liability company hereunder set forth, as of the date hereof, are duly qualified and have been designated to act in the capacity shown, and that the signatures set forth beside each person's name is the true signature of such person.

[Manager, Member
or Officer's Title]

Name

Signature

President

Justin Wise

Secretary

Lisa Wise

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of this limited liability company on this, the 10th day of June, 2015.

OLD NO.7 FARMS, LLC

By _____
Justin Wise

Form **8821**

(Rev. October 2012)

Department of the Treasury
Internal Revenue Service**Tax Information Authorization**

- Information about Form 8821 and its instructions is at www.irs.gov/form8821.
- Do not sign this form unless all applicable lines have been completed.
- To request a copy or transcript of your tax return, use Form 4506, 4506-T, or 4506T-EZ.

OMB No. 1545-1165

For IRS Use Only

Received by:

Name _____

Telephone _____

Function _____

Date _____

1 Taxpayer information. Taxpayer must sign and date this form on line 7.

Taxpayer name and address (type or print)

Old No.7 Farms, LLC
3230 302nd Road
Arkansas City, KS 67005

Taxpayer identification number(s)

31-1693800

Daytime telephone number

303 953-6328

Plan number (if applicable)

2 Appointee. If you wish to name more than one appointee, attach a list to this form.

Name and address

Multiple 'Appointees', please see attached list.

CAF No. _____

PTIN _____

Telephone No. _____

Fax No. _____

Check if new: Address ☐ Telephone No. ☐ Fax No. ☐**3 Tax matters.** The appointee is authorized to inspect and/or receive confidential tax information for the tax matters listed on this line. Do not use Form 8821 to request copies of tax returns.

(a) Type of Tax (Income, Employment, Payroll, Excise, Estate, Gift, Civil Penalty, etc.) (see instructions)	(b) Tax Form Number (1040, 941, 720, etc.)	(c) Year(s) or Period(s) (see the instructions for line 3)	(d) Specific Tax Matters (see instr.)
Withholding/Civil Penalty/ Excise Tax	941/943/944/945/6672/ CIV PEN/720	1st, 2nd, 3rd, 4th quarters 2004 through 2018	n/a
Unemployment/Heavy Use/ Civil Penalty	940/2290/CIV PEN	2004 through 2018	n/a
Income	1065/1120/1120S/990	2004 through 2018	n/a

4 Specific use not recorded on Centralized Authorization File (CAF). If the tax information authorization is for a specific use not recorded on CAF, check this box. See the instructions. If you check this box, skip lines 5 and 6 ☐**5 Disclosure of tax information** (you must check a box on line 5a or 5b unless the box on line 4 is checked):

- a** If you want copies of tax information, notices, and other written communications sent to the appointee on an ongoing basis, check this box ☒

Note. Appointees will no longer receive forms, publications and other related materials with the notices.

- b** If you do not want any copies of notices or communications sent to your appointee, check this box ☐

6 Retention/revocation of tax information authorizations. This tax information authorization automatically revokes all prior authorizations for the same tax matters you listed on line 3 above unless you checked the box on line 4. If you do not want to revoke a prior tax information authorization, you must attach a copy of any authorizations you want to remain in effect and check this box ☐

To revoke this tax information authorization, see the instructions.

7 Signature of taxpayer. If signed by a corporate officer, partner, guardian, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute this form with respect to the tax matters and tax periods shown on line 3 above.

► IF NOT SIGNED AND DATED, THIS TAX INFORMATION AUTHORIZATION WILL BE RETURNED.

► DO NOT SIGN THIS FORM IF IT IS BLANK OR INCOMPLETE.

Signature

Justin S. Wise

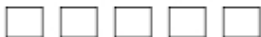
Print Name

06/08/2015

Date

Member

Title (if applicable)



PIN number for electronic signature

8821 Attachment

Appointee 1

Tax Guard, Inc.
1750 14th Street Suite 201
Boulder, CO 80302

CAF No.: 0306-56669R
Telephone No.: 303-953-6328
Fax No.: 303-302-1817

Appointee 2

Jason S. Peckham, Esq. (Tax Guard, Inc)
1750 14th Street Suite 201
Boulder, CO 80302

CAF No.: 2006-18423R
Telephone No.: 303-953-6325
Fax No.: 303-785-8085

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Old No.7 Farms, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) 3230 302nd Road	Requester's name and address (optional)
6 City, state, and ZIP code Arkansas City, KS 67005	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
3	1	-	1	6	9	3	8	0	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.