

Brandon Dortch Farms, LLC (BDF) **TERM SHEET (Subject to final bank approval) 3-1-17**

2017 Crop Credit Facility from First National Bank and Trust (FNB&T)

Facility: 1.1 million revolving line of credit.

Collateral: The credit facility will be secured by all BDF 2017 (i) crops, crop proceeds, (ii) crop insurance; (iii) government subsidy payments; (iv) assignment of all sales contracts for spring and fall vegetable crops; and (v) all trucking income received by BDF for transport of crops to purchaser's storage facilities (the foregoing shall collectively be referred to as "2017 Proceeds" or "2017 Collateral"). The lien of FNB&T will be perfected without the necessity of any UCC filings but FNB&T shall be permitted to file UCC-1 and UCC1F on the 2017 Collateral if it elects.

Closing & Costs. The facility will be documented by the Bank's counsel and shall include a loan agreement setting forth the terms of this proposal and containing other customary terms and covenants. Closing costs will include the bank's legal expenses to close the facility (not to exceed \$3,000.00) and UCC filing fees, but will not include any origination fee or loan processing fees.

Term: 1 year.

Rate: 4.5% per annum.

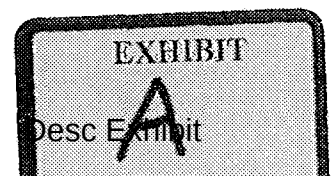
Participation: The full amount of the facility will be contingent on FNB&T's sale of a \$500m participation interest and will agree to finance that participation at Wall Street prime floating, if acceptably underwritten and secured by acceptable collateral at a loan to value ratio of not greater than 85%. Participant would pay all costs necessary to close the financing (legal fees not to exceed \$1,750.00 plus recording fees, mortgage tax or doc stamp and intangibles). The participation interest will be in pari passu for advances and credits applied from 2017 Collateral to outstanding interest and principal. FNB&T's held position of \$600m will be guaranteed by Cynthia Hicks Dortch, limited to \$500,000.00 and with a carve out for her homestead.

Advances: Initial advances under the Facility will include closing costs and pay off the \$63,000 balance owed on the bridge loan provided by Gabby and Tim Dortch.

The Plan: The Plan will provide that all pre-petition collateral granted to FNB&T will secure all pre-petition debt and any post-petition financing shortfall, to be applied first to the pre-petition real estate loans, then pari passu to the post-petition financing and thirdly to any FNB&T non-real estate pre-petition debt. The Plan will provide that for \$500,000 of the 2015 line shortfall, payments will commence 18 months after Plan confirmation amortized over 10 years.

Specifics of 2017 Crop facility:

Amounts and timing of advances under the credit facility shall be in strict conformity with the attached budget, but FNB&T and BDF may amend expense and revenue items to reflect actual



expenses incurred and total revenue received so long as total expenses do not exceed the total budgeted expenses of \$2,668,167 by 5%.

FNB&T and BDF shall keep separate records of Advances and Credits under the post-petition credit facility.

2017 Collateral proceeds shall be paid to FNB&T when received and applied to the Facility first to accrued interest and then to unpaid aggregate advances.

FNB&T's 2016 financing shortfall (not to exceed \$200,000.00) and FNB&T's legal fees incurred through the date of court approval of this financing proposal shall also be secured and paid out of the 2017 Proceeds, but subsequent to payment of all Advances made for the 2017 Crop year.

At no time shall the total principal indebtedness owed to FNB&T (inclusive of all pre-petition and post-petition loans) exceed the sum of \$2,700,000.00 (excluding the balance of the participation interest).

All Advances shall be made upon actual receipts or invoices presented to FNB&T and shall be utilized exclusively for expenses incurred by BDF farming operations, with the exception of adequate protection payments to the Creditors and in the amounts reflected on Exhibit B which are ordered by the Court for equipment utilized in BDF farming operations but owned and financed by Brandon Dortch individually.

BDF will permit and cooperate with FNB&T's third party inspector, the cost of which will be paid by FNB&T and not charged to the credit facility.

BDF will provide advance notice to FNB&T of any changes to the type of crops grown, timing of planting and acreage planted and any other material change. FNB&T will have discretion in approving changes in the crop type and acreage from the type and amounts reflected on Exhibit A.

