

# Loan Information

<b>Borrower and Client Information</b>	
<b>Borrower name</b>	
<b>Borrower form of organization</b>	[nature of party, e.g., an individual/sole proprietor, corporation, limited liability company]
<b>Borrower address for notice purposes</b>	
<b>Borrower principal office address</b>	
<b>Trade names used by Borrower</b>	
<b>Client address for notice/payment purposes</b>	
<b>Payments, Fees, and Loan Information</b>	
<b>Loan and Security Agreement date</b> [date the Loan and Security Agreement was signed]	
<b>Total of payments</b> [amount paid after making all payments as scheduled]	
<b>Principal amount ("Commitment")</b> [amount of credit provided to Borrower or on Borrower's behalf]	
<b>Initial disbursement amount</b> [initial Loan amount disbursed to Borrower]	
<b>Maturity date</b> [date all principal and all accrued interest are due]	
<b>Finance charge</b> [dollar amount the credit will cost Borrower]	
<b>Annual percentage rate (APR)</b> [cost of Borrower's credit as a yearly rate]	
<b>Interest rate</b> [rate at which interest is paid for use of Client's money]	___% per year
<b>Late fee</b> [fee due if payment is made more than ten dates after the date on which the payment is due]	___% of the amount of the unpaid amount
<b>Loan fee</b> [fee due as a charge to cover expenses related to originating the loan]	___% of the principal amount
<b>Revolving loan</b> [determines whether Borrower can repay some amount of the loan and then reborrow later]	[Yes or No]
<b>Use of Loan proceeds</b> [permitted uses of loan funds]	
<b>Secured loan</b> [indicates whether loan is secured]	Yes
<b>Client account information</b> [for wire transfers to Client]	
<b>[Payment Schedule found in attachment]</b>	
<b>Other Matters</b>	
<b>Persons whose death result in Event of Default</b>	
Bracketed language above explaining certain items is included for information and convenience only; the terms of the Agreement control.	

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## Closing, Reporting, and Notice Requirements

<p><b>Closing deliveries conditions precedent to initial Loan (Section 3.1)</b></p>	<p><b>Borrower, before receiving the first Loan, must give to Client:</b></p> <ul style="list-style-type: none"> <li>• the Agreement and any other documents, agreements, and instruments relating to the Loan required by Client</li> <li>• financing statements and all other documents relating to the security interests granted under the Agreement</li> <li>• a guarantee or guarantees, executed by _____</li> <li>• one or more assignments of proceeds, executed by _____</li> <li>• evidence of insurance as Client may reasonably request</li> <li>• payment of the fees required under Section 1.6</li> <li>• list setting forth all buyers, commission merchants, and selling agents to or through whom Borrower shall sell or deliver any crops, livestock, or other farm products</li> <li>• such other documents or certificates as Client may reasonably request</li> </ul>
<p><b>Reporting obligations (Section 6.2)</b></p>	<p><b>Borrower must provide:</b></p> <ul style="list-style-type: none"> <li>• as soon as available, but no later than <b>[30]</b> days after the end of each fiscal year, a balance sheet, income statement, and statement of cash flows covering Borrower's operations during such period, in a form reasonably acceptable to Client</li> <li>• as soon as available, Borrower's Form 1040 tax return as filed with the Internal Revenue Service</li> <li>• reports on each existing policy of insurance showing such information as Client may reasonably request</li> <li>• additional information and certifications as Client may reasonably request</li> </ul>
<p><b>Notice requirements (Section 6.3)</b></p>	<p><b>Borrower must:</b></p> <ul style="list-style-type: none"> <li>• notify Client in writing, promptly, of any material changes in Borrower's financial condition, loss of customers, loss of lease, changes to list of commission merchants, change in executive and management personnel, or other material changes in operations</li> <li>• notify Client, in writing, of any loss, damage or other event which materially affects the value of the Collateral, the ability of Borrower or Client to dispose of the Collateral, or the rights and remedies of Client</li> <li>• notify Client promptly of any change in business name or any change in the location where Borrower maintains its books and records</li> <li>• notify Client, within three days, of any Event of Default under Agreement or under any other Loan Document, or any event which is continuing and with notice or lapse of time, or both, would constitute an Event of Default</li> </ul>

## Covenant and Default Summary

The following section of this document is intended to help Borrower comply with the Agreement by summarizing selected provisions of the Agreement. It is intended to serve as a management reference tool and, as such, does not cover every term or detail of the Agreement. The actual terms and language in the Agreement control.

<b>Operating covenants (Section 5)</b>	<b>Borrower must:</b> <ul style="list-style-type: none"> <li>• use Loan proceeds consistent with <b>Exhibit A</b></li> <li>• conduct operations in a timely, diligent, and prudent manner in line with good farming and husbandry practices</li> <li>• pay all business expenses</li> <li>• keep Collateral in good working order</li> <li>• not sell or move Collateral except in ordinary course</li> <li>• not dramatically change its operations</li> <li>• not incur additional debt, create additional security interests, or deliver Collateral under consignment or bailment</li> <li>• defend Collateral's title as necessary</li> <li>• not sell to any buyer, commission merchant, or selling agent not listed in <b>Exhibit A</b></li> <li>• not enter into any agreements which would violate this Agreement</li> <li>• comply with all laws and pay all taxes</li> </ul>
<b>Reporting covenants (Section 6)</b>	<b>Borrower must:</b> <ul style="list-style-type: none"> <li>• keep correct books and records and permit inspection of such books and records</li> <li>• permit on-site visits by Client to inspect Collateral and farming operations</li> </ul>
<b>Insurance covenants (Section 7)</b>	<b>Borrower must:</b> <ul style="list-style-type: none"> <li>• maintain insurance and reserves as provided in Agreement</li> </ul>
<b>Events of Default (Sections 9 and 10)</b>	<b>Client may declare all amounts due and payable, refuse to make further loans, collect accounts, and foreclose on the Collateral, if any of the following happen:</b> <ul style="list-style-type: none"> <li>• Borrower does not make payment when due or does not perform any other term of the Agreement</li> <li>• Borrower makes any material misrepresentation or misstatement</li> <li>• Loan Documents become void or unenforceable</li> <li>• material adverse change occurs in Borrower's financial condition or ability to operate</li> <li>• death or dissolutions of persons named in <b>Exhibit A</b>, insolvency of Borrower, creditor or forfeiture proceeding, material judgment against Borrower, or Borrower failure to perform any other agreement which could have material adverse effect on Borrower</li> <li>• any of the preceding events occurs to any of the guarantors or government agency no longer guarantees the Loans</li> </ul>