B 10 (Official Form 10) (04/10)

UNITED STATES BANKRUPTCY COURT Southern District of Indiana

PROOF OF CLAIM

Name of Debtor: EASTERN LIVESTOCK CO., LLC

Case Number: 10-93904-BHL-11

NOTE: *This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.*

Name of Creditor (the person or other entity to whom the debtor owes money or property): The First Bank and Trust Company

☐ Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:
c/o Ayres Carr & Sullivan, P.C.
251 East Ohio Street, Suite 500
Indianapolis, IN 46204-2184

RECEIVED
NOV 08 2011
BMC GROUP

Court Claim Number:_____ (*If known*)

Telephone number: (317) 636-3471

Filed on:_____

Name and address where payment should be sent (if different from above):

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number:

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: $ 6,935,497.88 *Plus interest, advances, and attorneys' fees incurred subsequent to petition date as itemized on attached Statement of Claim, with such charges continuing to accrue.

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☑ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Basis for Claim: Money loaned for farm products, commodity accounts, real estate
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☑ Real Estate ☐ Motor Vehicle ☑ Other
Describe: Farm products, commodities accounts, life insurance, proceeds as evidenced in attachments.

Value of Property:$ Undetermined **Annual Interest Rate** See attached. %

Amount of arrearage and other charges as of time case filed included in secured claim,
if any: $ 101,575.81 **Basis for perfection:** Recorded mortgage/filed UCC's/title liens/ credit assignment/control agreement.

Amount of Secured Claim: $ 6,935,497.88 **Amount Unsecured: $** 0.00

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to $11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).

☐ Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).

☐ Up to $2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).

☐ Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(__).

Amount entitled to priority:

$_____

**Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (*See instruction 7 and definition of "redacted" on reverse side.*)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date: 11/07/2011

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

/s/ John R. Carr III, Attorney for The First Bank and Trust Company

FOR COURT USE ONLY

Eastern Livestock
00521

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

STATEMENT OF CLAIM
as of April 5, 2011

Gibson Note – Loan #2802/28021:

Principal balance @ 12/1/10	499,650.00	
Interest (5.25%/annum) accrued @ 12/1/10	5,461.93	
Plus: Post-petition interest (12/2/10-4/5/11)	8,911.55	
Total @ 4/5/11		$ 514,023.48

Gibson Note – Loan # x2834:

Principal balance @ 12/1/10	6,334,222.07	
Interest (5.25%/annum) accrued @ 12/1/10	96,113.88	
Less: Post-petition account credits	(125,630.85)	
Plus: Post-petition interest (12/2/10-4/5/11)	110,883.57	
Late charges as of 4/5/11	5,489.01	
Attorneys' fees paid as of 4/5/11	286,122.13	
Total @ 4/5/11		$6,707.199.81

Totals @ 4/5/11:

Gibson Note – Loan #2802/28021	$ 514,023.48
Gibson Note – Loan # x2834	6,707,199.81
Total Claim @ 4/5/11	**$ 7,221,223.29***

*Additional interest, late charges, attorneys' fees, and advances for the protection of the collateral may accrue from and after 4/5/11.

CLAIMANT, BY FILING THIS PROOF OF CLAIM, DOES NOT WAIVE, AND HEREBY EXPRESSLY RESERVES, CLAIMANT'S RIGHT TO AMEND, SUPPLEMENT, OR MODIFY THIS PROOF OF CLAIM.

The First Bank & Trust Company ("First Bank") was owed the sum of $7,221,223.29 by Thomas P. and Patsy M. Gibson (the "Gibsons"), as of April 5, 2011, exclusive of obligations arising out of guarantees of the indebtedness of other entities, as evidenced by the statements and loan documents attached hereto.* This obligation was secured by, among other things, farm products including approximately 8,000 head of livestock. First Bank asserts a security interest in any and all proceeds paid to or which remain owing to Eastern Livestock Co., LLC ("Eastern Livestock") to the extent that any livestock in which First Bank held a security interest granted by the Gibsons were transferred, whether directly or indirectly, to Eastern Livestock, subject to the lien of First Bank. The amount of any such transfers is not known at this time, but such transfers may include the following.

1. Sales of livestock by the Gibsons to Eastern Livestock in transactions outside the ordinary course of the Gibsons' livestock business.

2. Sales of livestock by the Gibsons to person other than Eastern Livestock in transactions wherein Eastern Livestock was acting as a "strawman" or otherwise had no economic interest in the livestock that were sold.

3. Sales of livestock owned by the Gibsons, but which were made by or in the name of persons or entities other than the Gibsons that were made without the knowledge or consent of the Gibsons, or which were sold or transferred by the Gibsons outside of the ordinary course of the Gibsons' livestock, business to persons or entities, who, in turn, sold such livestock to Eastern Livestock outside the ordinary course of such person or entity's livestock business.

4. Transfers recoverable by the Gibsons' Bankruptcy Trustee pursuant to Sections 544 or 548 of the Bankruptcy Code.

*Exclusive of proceeds previously received from the sale of livestock in Gibsons' Chapter 7 case, or which were abandoned and thereafter sold, in the amount of $520,714.09, to which third parties also assert an interest.

Msg/Type	Account/Name	Balance	Accrued	Payoff	Per-Diem	Charge	Due Date	Pmt-Amt	Rate	B/P
	50110002802 L 63 GIBSON THOMAS PARRI	495,650.00	5461.93	505,111.93	71.86746		12/17/10	.00	5.250000	0/2
	50110002834 L 63 GIBSON THOMAS PARRI	6,334,222.07	96113.88	6,430,335.94	911.08673		12/17/10	.00	5.250000	0/2

4/05/11 **Loan Payoff Inquiry** 15:19:05

Thomas Parrish Gibson
135 W Market St
New Albany IN 47150-3561

Messages
Non ACcr

Loan# 50110002802 L
Type: COMMERCIAL A/365
Eff. Dt: 4/05/11
PerDiem: 24.67241
Ins PerDiem:

Description	Amounts	Rebates	Payoffs
Current Balance	171,532.00		171,532.00
Secondary Interest	9,795.57		181,327.57
Total Payoff			181,327.57

Bottom

F3=Exit F6=Messages F7=Escrow/Insurance F8=Set P/O Pending F12=Previous
F14=Fee Inq. F15=Calculate DP F16=Calculate Penalty F20=Generate P/O Letter

4/05/11 **Loan Payoff Inquiry** 15:19:47

Thomas Parrish Gibson
135 W Market St
New Albany IN 47150-3561

Messages
Chg Off

Loan# 501100028021 L
Type: COMMERCIAL A/365
Eff. Dt: 4/05/11
PerDiem: 47.19505
Ins PerDiem:

Description	Amounts	Rebates	Payoffs
Current Balance	328,118.00		328,118.00
Secondary Interest	4,577.91		332,695.91
Total Payoff			332,695.91

Bottom

F3=Exit F6=Messages F7=Escrow/Insurance F8=Set P/O Pending F12=Previous
F14=Fee Inq. F15=Calculate DP F16=Calculate Penalty F20=Generate P/O Letter

4/05/11 **Loan Payoff Inquiry** 15:59:25

Thomas Parrish Gibson
135 W Market St
New Albany IN 47150-3561

Messages
Non ACcr

Loan# 50110002834 L
Type: COMMERCIAL A/365
Eff. Dt: 4/05/11
PerDiem: 893.01654
Ins PerDiem:

Description	Amounts	Rebates	Payoffs
Current Balance	6,208,591.22		6,208,591.22
Secondary Interest	206,997.45		6,415,588.67
Late Charges	5,489.01		6,421,077.68
Other Charges/Fees	286,122.13		6,707,199.81
Total Payoff			6,707,199.81

Bottom

F3=Exit F6=Messages F7=Escrow/Insurance F8=Set P/O Pending F12=Previous
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Fees: Chafin Law Firm: $25,446.46
F, I, & C: $157,079.60
A, C, & S: $103,053.81
Milgliore & Assoc.: $542.25

Member FDIC
P.O. Box 1008 • Abingdon, VA 24212 • 276-623-0128 • Fax: 276-623-0510

December 17, 2009

Thomas Parrish Gibson
Patsy Mooney Gibson
135 West Market
New Albany, IN 47150

Pursuant to our earlier conversations and agreement, The First Bank and Trust Company ("Bank") is pleased to confirm the following Loan Commitment to you ("Borrower") substantially in accordance with the terms and conditions stated below:

BORROWER(S):
Thomas Parrish Gibson and Patsy Mooney Gibson

AMOUNT:
(1) $9,500,000.00 open ended revolving line of credit.
(2) $500,000.00 open ended revolving line of credit for Hedge Account.

PURPOSE:
$10 million revolving line of credit ($9.5 million to purchase livestock, $500M hedge account for margin calls) to finance the purchase of feedlot cattle in TN and background and pasture cattle in MS, IN, KY, VA and TN.

INTEREST RATE:
Interest shall accrue on the outstanding principal amount of the loan advanced on a variable rate of First Bank and Trust prime rate plus .50%. The current Citibank prime rate is 4.25%. The interest rate shall be calculated on a 365 day/year basis. The change in the rate of interest herein shall become effective on the same business day that the index rate of First Bank prime changes. Floor of 5.25%. Current rate of 5.25%.

REPAYMENT:
Interest will be due quarterly and any outstanding principal due and payable one year from the date of the "Note". Renewals of this Loan shall be revised on an annual basis.

FEES:
None-a fee shall not be charged for the unused portion of this credit line.

COLLATERAL:
A purchase money security interest in all cattle owned by Thomas Parrish Gibson and Patsy Mooney Gibson. All accounts including but not limited to cash, accounts receivables, and commodity accounts related to above farm products. Notification of contractors of cattle of lien by First Bank and Trust.

CONDITIONS OF LENDING:
The Bank shall not be required to make the advance of any loan proceeds unless and until the conditions set forth herein have been satisfied and the Borrower shall have provided the Bank with the following, all in form and substance satisfactory to the Bank:

(a) Loan Documents: The Note, Security Agreement and Financing Statements, each duly authorized and executed. The documents referenced herein, together with any other documents required by the Bank from time to time and hereinafter sometimes collectively referred to as the "Loan Documents".
(b) Inspection of cattle: Bank can perform inspection on cattle at any time when requested by the Bank
(c) Inventory Report: Borrower provides monthly inventory report stating number, value, and location of cattle to be faxed to 276-623-0510.
(d) Risk Management. Risk management program to be in place to protect price of cattle bought in the form of Hedge, Option, or forward contract. Control agreement to be signed by Lender, Borrower and Broker
(e) Bill of Sale. Borrower will present bill of sale for all cattle bought for disbursement.
(f) Liability insurance. Borrower to carry liability insurance to protect its interest.

REPORTING REQUIREMENTS:
Annually, within one hundred twenty (120) days following the end of the Borrower's fiscal year, the Borrower will deliver to the Bank financial statements prepared in accordance with generally accepted accounting principles.

REPRESENTATIONS & WARRANTIES:
Borrower represents and warrants to the Bank that:

(a) This commitment, when accepted, and all documents and instruments to be executed and deliver to the Bank in connection with this commitment and the fundings thereof shall be valid, enforceable and binding on the parties thereto, and shall not conflict with or constitute a breach of any other agreements or documents of the Borrower.
(b) All financial statements, certificates and other information furnished, or to be furnished to the Bank, is or shall be, true and accurate and shall be prepared in accordance with generally accepted accounting principles; the Borrower has not failed to disclose any information that could materially affect its properties, business or financial condition; and there has occurred no material adverse changes in the financial condition of the Borrower since the date of the Borrower's most recent financial statement.

(c) There is no litigation or proceedings pending or threatened against the Borrower which may, in any way, adversely affect of the financial condition, operations or prospects of the Borrower.

AFFIRMATIVE COVENANTS:
Until full payment and performance off all obligations of the Borrower under the Loan Documents, the Borrower will:

(a) Furnish to the Bank on a timely basis all required financial information described elsewhere in the Loan Documents.
(b) Comply with the terms of all agreements between the Borrower and the Bank.

NEGATIVE COVENANTS:
Until full payment and performance of all obligations of the Borrower under the Loan Documents, the Borrower will not:

(a) Sell, lease, transfer or otherwise dispose of all or substantially all of its assets. Borrower will not assign or sell any notes, accounts receivable, contract rights, general intangibles or proceeds thereof due or to become due, either as security or otherwise, other than to secure the indebtedness of the Borrower hereunder to the Bank.

EVENTS OF DEFAULT:
(a) Borrower shall be in default under the Loan, the Note, and any and all other Loan Documents if it fails to pay any amount due under the Notes or other Loan Documents when due or if the it fails to timely and properly perform, keep and observe any term, covenant, agreement or condition in this Letter of Commitment or any of the Loan Documents.
(b) Borrower shall also be in default if the borrower's business Eastern Livestock Co. LLC becomes in default with its lender on their revolving line of credit to buy and sell cattle for cattle brokerage business. This shall serve as a cross default clause for the loan and this agreement will be attached to note.

CLOSING COSTS AND EXPENSES:
The Borrower shall pay all costs and expenses incurred by the Bank in connection with the Bank's review, due diligence and closing of the Loan, including attorneys' fees incurred by the Bank in connection with the negotiation and preparation of the loan documentation, whether or not the Loan actually closes.

MATERIAL ADVERSE CHANGE:
This commitment may be terminated, in the sole discretion of the Bank, upon the occurrence of a material adverse change in the financial condition of the Borrower.

GOVERNING LAW:
This commitment and the Loan shall be governed by and construed in accordance with the laws of Virginia.

INTEGRATION:
The terms set forth above represent the entire understanding between the Borrower and the Bank with respect to the subject matter of this commitment, and this commitment supersedes any prior and contemporaneous agreements, commitments, discussions and understandings, oral or written, with respect to the subject matter of this commitment.

SURVIVAL:
The terms and provisions of this Commitment shall survive the closing of the loan, the delivery of all documents necessary to carry out the provisions of this Commitment and the funding and making of loans and disbursements hereunder.

This Commitment is further subject to the absence of any material adverse change in the financial condition of the Borrower during the term of this Commitment. This Commitment remains effective through December 17, 2010.

THE FIRST BANK & TRUST COMPANY

BY: _____
Gene Copenhaver / Vice President/AG Credit

The terms and conditions set forth above are accepted this ____ day of _____, 20__.

BORROWER(S):

Thomas Parrish Gibson

By: _____

Patsy Mooney Gibson

By: _____

BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	PROCESSOR/OFFICER:
Thomas Parrish Gibson Patsy Mooney Gibson 135 W Market St New Albany IN 47150-3561	The First Bank and Trust Compar PO Box 1008 - 667 N. Main St. Abingdon, VA 24212	BCR / BEC Loan Number 50110002834 Date 12/17/09 Maturity Date 12/17/10 Loan Amount $ 9,500,000.00 Renewal Of 50110002834

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of nine million five hundred thousand & no/100 Dollars $ 9,500,000.00

☐ Single Advance: I will receive all of this principal sum on _____. No additional advances are contemplated under this note.

☒ Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of $ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are
PER BORROWER REQUEST AND LENDER APPROVAL

☒ Open End Credit: You and I agree that I may borrow up to the maximum principal sum more than one time. This feature is subject to all other conditions and expires on December 17, 2010.

☐ Closed End Credit: You and I agree that I may borrow (subject to all other conditions) up to the maximum principal sum only one time.

INTEREST: I agree to pay interest on the outstanding principal balance from December 17, 2009 at the rate of 5.25 % per year until the first scheduled rate change - 12/18/09.

☒ Variable Rate: This rate may then change as stated below.

☒ Index Rate: The future rate will be .50% Above the following index rate:
PRIME RATE AS DISCLOSED BY FIRST BANK & TRUST

☐ No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

☒ Frequency and Timing: The rate on this note may change as often as Daily. A change in the interest rate will take effect On Your Scheduled Rate Change Date If The Index Changes.

☒ Limitations: During the term of this loan, the applicable annual interest rate will not be more than N/A % or less than 5.25 %. The rate may not change more than N/A % each N/A.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☒ The amount of each scheduled payment will change. ☒ The amount of the final payment will change.

☐ _____.

ACCRUAL METHOD: Interest will be calculated on a Actual/365 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to _____.

☒ LATE CHARGE: If a payment is made more than 7 days after it is due, I agree to pay a late charge of 5.00% of the Past Due Payment Amount.

☐ ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which ☐ are ☐ are not included in the principal amount above: _____.

PAYMENTS: I agree to pay this note as follows:

☒ Interest: I agree to pay accrued interest Quarterly Beginning - March 17, 2010

☒ Principal: I agree to pay the principal At Maturity - December 17, 2010

☐ Instalments: I agree to pay this note in _____ payments. The first payment will be in the amount of $ _____ and will be due _____. A payment of $ _____ will be due _____ thereafter. The final payment of the entire unpaid balance of principal and interest will be due _____.

PURPOSE: The purpose of this loan is NOTE RENEWAL #50110002834.

☐ CONFESSION OF JUDGMENT: I appoint and authorize A. Benton Chafin, Jr. attorneys in fact to, if I default on this agreement, appear in the office of Circuit Court Clerk-Washington County, Virginia, and confess judgment against me in the amount of any unpaid principal, accrued interest and costs of collection as provided in this agreement. SEE PAGE 3 FOR ADDITIONAL TERMS OF THE CONFESSION OF JUDGMENT.

IMPORTANT NOTICE: THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.

☐ ATTORNEY'S FEES: The following are reasonable attorney's fees in the event of default: _____.

ADDITIONAL TERMS:

SECURITY: INDIANA UCC-1 FILE #200600009011070 DATED 1/02/06
ALL FARM PRODUCTS, WHETHER NOW OWNED OR HEREAFTER ACQUIRED,
INCLUDING BUT NOT LIMITED TO PURCHASE MONEY INTEREST IN
CATTLE, PRODUCTS AND PROCEEDS THEREOF. ALL ACCOUNTS,
INCLUDING BUT NOT LIMITED TO CASH, ACCOUNTS RECEIVABLES,
AND COMMODITY ACCOUNTS RELATED TO ABOVE FARM PRODUCTS.

***SUBJECT TO SEPARATE COMMERCIAL AGREEMENT AND COMMITMENT
LETTER DATED 12/17/2009***

© 1984, 1991 Wolters Kluwer Financial Services - Bankers Systems™ Form UNS-LAZ-VA 7/7/2006

SECURITY

SECURITY INTEREST: I give you a security interest in all of the Property described below that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

☐ **Accounts and Other Rights to Payment:** All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which I have by law or agreement against any account debtor or obligor.

☐ **Inventory:** All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

☐ **Equipment:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule I give to you, but such a list is not necessary to create a valid security interest in all of my equipment.

☐ **Instruments and Chattel Paper:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.

☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use my name.

☐ **Documents:** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.

☒ **Farm Products and Supplies:** All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

☐ **Government Payments and Programs:** All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.

☐ **Investment Property:** All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.

☐ **Deposit Accounts:** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.

☒ **Specific Property Descriptions** The Property includes, but is not limited by, the following:

ALL FARM PRODUCTS, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING BUT NOT LIMITED TO PURCHASE MONEY INTEREST IN CATTLE, PRODUCTS AND PROCEEDS THEREOF. ALL ACCOUNTS, INCLUDING BUT NOT LIMITED TO CASH, ACCOUNTS RECEIVABLES, AND COMMODITY ACCOUNTS RELATED TO ABOVE FARM PRODUCTS.

If this agreement covers timber to be cut, enter real estate description and record owner information: _____

The Property will be used for a ☐ personal ☐ business ☒ agricultural ☐ _____ purpose.

Borrower/Owner State of organization/registration (if applicable) _____

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

GENERALLY - This agreement secures this note and any other debt I have with you, now or later. However, it will not secure other debts if you fail with respect to such other debts, to make any required disclosure about this security agreement or if you fail to give any required notice of the right of rescission. If property described in this agreement is located in another state, this agreement may also, in some circumstances, be governed by the law of the state in which the Property is located.

NAME AND LOCATION - My name indicated on page 1 is my exact legal name. If I am an individual, my address is my principal residence. If I am not an individual, my address is the location of my chief executive offices or sole place of business. If I am an entity organized and registered under state law, my address is located in the state in which I am registered, unless otherwise indicated on page 2. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent that I own all of the Property, or to the extent this is a purchase money security interest I will acquire ownership of the Property with the proceeds of the loan. I will defend it against any other claim. Your claim to the Property is ahead of the claims of any other creditor. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position. I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these records at any reasonable time. I will prepare any report or accounting you request, which deals with the Property.

I will keep the Property in my possession and will keep it in good repair and use it only for the purpose(s) described on page 1 of this agreement. I will not change this specified use without your express written permission. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

I will keep the Property at my address listed on page 1 of this agreement, unless we agree I may keep it at another location. If the Property is to be used in another state, I will give you a list of those states. I will not try to sell the Property unless it is inventory or I receive your written permission to do so. If I sell the Property I will have the payment made payable to the order of you and me.

You may demand immediate payment of the debt(s) if the debtor is not a natural person and without your prior written consent: (1) a beneficial interest in the debtor is sold or transferred, or (2) there is a change in either the identity or number of members of a partnership, or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation.

I will pay all taxes and charges on the Property as they become due. You have the right of reasonable access in order to inspect the Property. I will immediately inform you of any loss or damage to the Property.

If I fail to perform any of my duties under this security agreement, or any mortgage, deed of trust, lien or other security interest, you may without notice to me perform the duties or cause them to be performed. Your right to perform for me shall not create an obligation to perform and your failure to perform will not preclude you from exercising any of your other rights under the law or this security agreement.

PURCHASE MONEY SECURITY INTEREST - For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan, and (b) payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired or if acquired at the same time, in the order selected by you. No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancing of such loan.

PAYMENTS BY LENDER - You are authorized to pay, on my behalf, charges I am or may become obligated to pay to preserve or protect the secured property (such as property insurance premiums). You may treat those payments as advances and add them to the unpaid principal under the note secured by this agreement or you may demand immediate payment of the amount advanced.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts you require and to furnish you continuing proof of coverage. I will have the insurance company name you as loss payee on any such policy. You may require added security if you agree that insurance proceeds may be used to repair or replace the Property. I will buy insurance from a firm licensed to do business in the state where you are located. The firm will be reasonably acceptable to you. My choice of insurance provider will not affect the credit decision or interest rate. The insurance will last until the Property is released from this agreement. If I fail to buy or maintain the insurance (or fail to name you as loss payee) you may purchase it yourself.

WARRANTIES AND REPRESENTATIONS - If this agreement includes accounts, I will not settle any account for less than its full value without your written permission. I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any goods which are returned to me or which I take back in trust for you. I will not mix them with any other property of mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items retaken by myself, I will do so. You may exercise my rights with respect to obligations of any account debtors, or other persons obligated on the Property, to pay or perform, and you may enforce any security interest that secures such obligations.

If this agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the Property, or at a minimum price established between you and me.

Any person who signs within this box does so to give you a security interest in the Property described on this page. This person does not promise to pay the note. "I" as used in this security agreement will include the borrower and any person who signs within this box.

Date _____

Signed _____

(page 2 of 3)

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If this agreement covers farm products I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In addition to those parties named on this written list, I authorize you to notify at your sole discretion any additional parties regarding your security interest in my farm products. I remain subject to all applicable penalties for selling my farm products in violation of my agreement with you and the Food Security Act. In this paragraph the terms farm products, buyers, commission merchants and selling agents have the meanings given to them in the Federal Food Security Act of 1985.

If this agreement covers chattel paper or instruments, either as original collateral or proceeds of the Property, I will note your interest on the face of the chattel paper or instruments.

REMEDIES - I will be in default on this security agreement if I am in default on any note this agreement secures or if I fail to keep any promise contained in the terms of this agreement. If I default, you have all of the rights and remedies provided in the note and under the Uniform Commercial Code. You may require me to make the secured property available to you at a place which is reasonably convenient. You may take possession of the secured property and sell it as provided by law. The proceeds will be applied first to your expenses and then to the debt. I agree that 10 days written notice sent to my last known address by first class mail will be reasonable notice under the Uniform Commercial Code. My current address is on page 1.

PERFECTION OF SECURITY INTEREST - I authorize you to file a financing statement covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining possession of or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code.

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - As used on pages 1 and 2, "☒" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - The law of the state of Virginia will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

PAYMENTS - Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal sum outstanding at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to in this note (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE - The index will serve only as a device for setting the interest rate on this note. You do not guarantee by selecting this index, or the margin, that the interest rate on this note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers.

POST MATURITY RATE - For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS - If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph on page 2.

MULTIPLE ADVANCE LOANS - If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

(1) any deposit account balance I have with you;

(2) any money owed to me on an item presented to you or in your possession for collection or exchange; and

(3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right to set-off.

DEFAULT - I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the Property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES - If I am in default on this note you have, but are not limited to, the following remedies:

(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued unpaid charges).

(2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.

(3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.

(4) You may refuse to make advances to me or allow purchases on credit by me.

(5) You may use any remedy you have under state or federal law.

(6) You may make use of any remedy given to you in any agreement securing this note.

By selecting any one or more of these remedies you do not give up your right to use later any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to consider later the event a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES - I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER - I give up my rights to require you to do certain things. I will not require you to:

(1) demand payment of amounts due (presentment);

(2) obtain official certification of nonpayment (protest); or

(3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT - I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

FINANCIAL INFORMATION - I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

CONFESSION OF JUDGMENT AND WAIVER OF EXEMPTION - If agreed on page 1 then, in addition to your remedies listed herein, I authorize the attorneys in fact named on page 1 of this agreement, in the event of my default, to appear in the office listed on page 1, and to confess judgment. The confession of judgment may be without process, against me, in favor of you, for any unpaid principal, accrued interest and accrued charges due on this agreement, together with collection costs including reasonable attorney's fees. I waive the benefit of all homestead and other exemptions and I agree that the judgment shall be a lien on my principal residence immediately upon confession. This power of attorney shall not terminate upon my disability.

SIGNATURES: I AGREE TO THE TERMS OF THIS AGREEMENT (INCLUDING THOSE ON PAGES 1 AND 2). I have received a copy on today's date.

Thomas Parrish Gibson

Patsy Mooney Gibson

SIGNATURE FOR LENDER: _____

Ernest E. Copenhaver Jr
VP Ag Credit Regional Svcs

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DEBTOR NAME AND ADDRESS	SECURED PARTY NAME AND ADDRESS
Thomas Parrish Gibson Patsy Mooney Gibson 135 W Market St New Albany IN 47150-3561	The First Bank and Trust Company PO Box 1008 - 667 W. Main St. Abingdon, VA 24212

Type: ☒ individual ☐ partnership ☐ corporation ☐ _____
State of organization/registration (if applicable) _____
☐ If checked, refer to addendum for additional Debtors and signatures.

COMMERCIAL SECURITY AGREEMENT

The date of this Commercial Security Agreement (Agreement) is December 17, 2009.

SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debts that (check one) ☒ Debtor ☐ Thomas Parrish Gibson and Patsy Mooney Gibson (Borrower) owes to Secured Party:

☒ Specific Debts. The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe):

Promissory Note #50110002834 Dated December 17, 2009
In the amount of $9,500,000.00

☐ All Debts. All present and future debts, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt. Nothing in this Agreement is a commitment to make future loans or advances.

SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower.

PROPERTY DESCRIPTION. The Property is described as follows:

☒ Accounts and Other Rights to Payments: All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.

☐ Inventory: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.

☐ Equipment: All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.

☒ Instruments and Chattel Paper: All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.

☐ General Intangibles: All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.

☐ Documents: All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.

☒ Farm Products and Supplies: All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.

☐ Government Payments and Programs: All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.

☐ Investment Property: All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.

☒ Deposit Accounts: All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.

☒ Specific Property Description: The Property includes, but is not limited by, the following (if required, provide real estate description):

ALL FARM PRODUCTS, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING, BUT NOT LIMITED TO PURCHASE MONEY INTEREST IN CATTLE, PRODUCTS AND PROCEEDS THEREOF. ALL ACCOUNTS, INCLUDING, BUT NOT LIMITED TO CASH, ACCOUNTS RECEIVABLES, AND COMMODITY ACCOUNTS RELATED TO ABOVE FARM PRODUCTS.

USE OF PROPERTY. The Property will be used for ☐ personal ☐ business ☒ agricultural ☐ _____ purposes.

SIGNATURES. Debtor agrees to the terms on pages 1 and 2 of this Agreement and acknowledges receipt of a copy of this Agreement.

DEBTOR	SECURED PARTY
Thomas Parrish Gibson Patsy Mooney Gibson	The First Bank and Trust Company By: _____ Ernest E. Copenhaver Jr VP Ag Credit Regional Spvs

BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	PROCESSOR/OFFICER:
Thomas Parrish Gibson Betsy Mooney Gibson 135 N Market St New Albany IN 47150-3561	The First Bank and Trust Compan PO Box 1008 - 667 W. Main St. Abingdon, VA 24212	BCR / BEC Loan Number 50110002802 Date 12/17/09 Maturity Date 12/17/10 Loan Amount $ 500,000.00 Renewal Of 50110002802

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of five hundred thousand & no/100 Dollars $ 500,000.00

☐ Single Advance: I will receive all of this principal sum on _____. No additional advances are contemplated under this note.

☒ Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of $ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are PER BORROWER REQUEST AND LENDER APPROVAL

☒ Open End Credit: You and I agree that I may borrow up to the maximum principal sum more than one time. This feature is subject to all other conditions and expires on December 17, 2010.

☐ Closed End Credit: You and I agree that I may borrow (subject to all other conditions) up to the maximum principal sum only one time.

INTEREST: I agree to pay interest on the outstanding principal balance from December 17, 2009 at the rate of 5.25 % per year until the first scheduled rate change - 12/18/09.

☒ Variable Rate: This rate may then change as stated below.

☒ Index Rate: The future rate will be .50% Above the following index rate: PRIME RATE AS DISCLOSED BY FIRST BANK & TRUST

☐ No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

☒ Frequency and Timing: The rate on this note may change as often as Daily. A change in the interest rate will take effect On Your Scheduled Rate Change Date If The Index Changes.

☒ Limitations: During the term of this loan, the applicable annual interest rate will not be more than N/A % or less than 5.25 %. The rate may not change more than N/A % each N/A.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:

☒ The amount of each scheduled payment will change. ☒ The amount of the final payment will change.

☐ _____.

ACCRUAL METHOD: Interest will be calculated on a Actual/365 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).

☐ at a rate equal to _____.

☒ LATE CHARGE: If a payment is made more than 7 days after it is due, I agree to pay a late charge of 5.00% of the Past Due Payment Amount.

☐ ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which ☐ are ☐ are not included in the principal amount above: _____.

PAYMENTS: I agree to pay this note as follows:

☒ Interest: I agree to pay accrued interest Quarterly Beginning - March 17, 2010

☒ Principal: I agree to pay the principal At Maturity - December 17, 2010

☐ Installments: I agree to pay this note in _____ payments. The first payment will be in the amount of $ _____ and will be due _____. A payment of $ _____ will be due _____ thereafter. The final payment of the entire unpaid balance of principal and interest will be due _____.

PURPOSE: The purpose of this loan is: NOTE RENEWAL #50110002802.

☐ CONFESSION OF JUDGMENT: I appoint and authorize A. Benton Chafin, Jr. attorneys in fact to, if I default on this agreement, appear in the office of Circuit Court Clerk-Washington County _____, Virginia, and confess judgment against me in the amount of any unpaid principal, accrued interest and costs of collection as provided in this agreement. SEE PAGE 3 FOR ADDITIONAL TERMS OF THE CONFESSION OF JUDGMENT.

IMPORTANT NOTICE: THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.

☐ ATTORNEY'S FEES: The following are reasonable attorney's fees in the event of default: _____.

ADDITIONAL TERMS:

SECURITY: INDIANA UCC-1 FILE #200600006611070 DATED 1/2/06
ALL FARM PRODUCTS, WHETHER NOW OWNED OR HEREAFTER ACQUIRED,
INCLUDING BUT NOT LIMITED TO PURCHASE MONEY INTEREST IN
CATTLE, PRODUCTS AND PROCEEDS THEREOF. ALL ACCOUNTS,
INCLUDING BUT NOT LIMITED TO CASH, ACCOUNTS RECEIVABLES,
AND COMMODITY ACCOUNTS RELATED TO ABOVE FARM PRODUCTS.
***SUBJECT TO SEPARATE COMMERCIAL SECURITY AGREEMENT DATED
12/17/2008 AND COMMITMENT LETTER DATED 12/17/2009***

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SECURITY

SECURITY INTEREST: I give you a security interest in all of the Property described below that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

☐ **Accounts and Other Rights to Payment:** All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which I have by law or agreement against any account debtor or obligor.

☐ **Inventory:** All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

☐ **Equipment:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule I give to you, but such a list is not necessary to create a valid security interest in all of my equipment.

☐ **Instruments and Chattel Paper:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.

☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use my name.

☐ **Documents:** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.

☒ **Farm Products and Supplies:** All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

☐ **Government Payments and Programs:** All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.

☐ **Investment Property:** All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.

☐ **Deposit Accounts:** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.

☒ **Specific Property Description:** The Property includes, but is not limited by, the following:

ALL FARM PRODUCTS, WHETHER NOW OWNED OR HEREAFTER ACQUIRED,
INCLUDING BUT NOT LIMITED TO PURCHASE MONEY INTEREST IN
CATTLE, PRODUCTS AND PROCEEDS THEREOF. ALL ACCOUNTS,
INCLUDING BUT NOT LIMITED TO CASH, ACCOUNTS RECEIVABLES,
AND COMMODITY ACCOUNTS RELATED TO ABOVE FARM PRODUCTS.

If this agreement covers timber to be cut, enter real estate description and record owner information: _____

The Property will be used for a ☐ personal ☐ business ☒ agricultural ☐ _____ purpose.

Borrower/Owner State of organization/registration (if applicable) _____

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

GENERALLY - This agreement secures this note and any other debt I have with you, now or later. However, it will not secure other debts if you fail with respect to such other debts, to make any required disclosure about this security agreement or if you fail to give any required notice of the right of rescission. If property described in this agreement is located in another state, this agreement may also, in some circumstances, be governed by the law of the state in which the Property is located.

NAME AND LOCATION - My name indicated on page 1 is my exact legal name. If I am an individual, my address is my principal residence. If I am not an individual, my address is the location of my chief executive offices or sole place of business. If I am an entity organized and registered under state law, my address is located in the state in which I am registered, unless otherwise indicated on page 2. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent that I own all of the Property, or to the extent this is a purchase money security interest I will acquire ownership of the Property with the proceeds of the loan. I will defend it against any other claim. Your claim to the Property is ahead of the claims of any other creditor. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position. I will not use the Property for a purpose that will violate any law or subject the Property to forfeiture or seizure.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these records at any reasonable time. I will prepare any report or accounting you request, which deals with the Property.

I will keep the Property in my possession and will keep it in good repair and use it only for the purpose(s) described on page 1 of this agreement. I will not change this specified use without your express written permission. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

I will keep the Property at my address listed on page 1 of this agreement, unless we agree I may keep it at another location. If the Property is to be used in another state, I will give you a list of those states. I will not try to sell the Property unless it is inventory or I receive your written permission to do so. If I sell the Property I will have the payment made payable to the order of you and me.

You may demand immediate payment of the debt(s) if the debtor is not a natural person and without your prior written consent: (1) a beneficial interest in the debtor is sold or transferred, or (2) there is a change in either the identity or number of members of a partnership, or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation.

I will pay all taxes and charges on the Property as they become due. You have the right of reasonable access in order to inspect the Property. I will immediately inform you of any loss or damage to the Property.

If I fail to perform any of my duties under this security agreement, or any mortgage, deed of trust, lien or other security interest, you may without notice to me perform the duties or cause them to be performed. Your right to perform for me shall not create an obligation to perform and your failure to perform will not preclude you from exercising any of your other rights under the law or this security agreement.

PURCHASE MONEY SECURITY INTEREST - For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan, and (b) payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired or if acquired at the same time, in the order selected by you. No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancing of such loan.

PAYMENTS BY LENDER - You are authorized to pay, on my behalf, charges I am or may become obligated to pay to preserve or protect the secured property (such as property insurance premiums). You may treat those payments as advances and add them to the unpaid principal under the note secured by this agreement or you may demand immediate payment of the amount advanced.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts you require and to furnish you continuing proof of coverage. I will have the insurance company name you as loss payee or any such policy. You may require added security if you agree the insurance proceeds may be used to repair or replace the Property. I will buy insurance from a firm licensed to do business in the state where you are located. The firm will be reasonably acceptable to you. My choice of insurance provider will not affect the credit decision or interest rate. The insurance will last until the Property is released from this agreement. If I fail to buy or maintain the insurance (or fail to name you as loss payee) you may purchase it yourself.

WARRANTIES AND REPRESENTATIONS - If this agreement includes accounts, I will not settle any account for less than its full value without your written permission. I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any good which are returned to me or which I take back in trust for you. I will not mix them with any other property of mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items retaken by myself, I will do so. You may exercise my rights with respect to obligations of any account debtors, or other persons obligated on the Property, to pay or perform, and you may enforce any security interest that secures such obligations.

If this agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the Property, or at a minimum price established between you and me.

Any person who signs within this box does so to give you a security interest in the Property described on this page. This person does not promise to pay the note. "I" as used in this security agreement will include the borrower and any person who signs within this box.

Date _____

Signed _____

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If this agreement covers farm products I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In addition to those parties named on this written list, I authorize you to notify at your sole discretion any additional parties regarding your security interest in my farm products. I remain subject to all applicable penalties for selling my farm products in violation of my agreement with you and the Food Security Act. In this paragraph the terms farm products, buyers, commission merchants and selling agents have the meanings given to them in the Federal Food Security Act of 1985.

If this agreement covers chattel paper or instruments, either as original collateral or proceeds of the Property, I will note your interest on the face of the chattel paper or instruments.

REMEDIES - I will be in default on this security agreement if I am in default on any note this agreement secures or if I fail to keep any promise contained in the terms of this agreement. If I default, you have all of the rights and remedies provided in the note and under the Uniform Commercial Code. You may require me to make the secured property available to you at a place which is reasonably convenient. You may take possession of the secured property and sell it as provided by law. The proceeds will be applied first to your expenses and then to the debt. I agree that 10 days written notice sent to my last known address by first class mail will be reasonable notice under the Uniform Commercial Code. My current address is on page 1.

PERFECTION OF SECURITY INTEREST - I authorize you to file a financing statement covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining possession of or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code.

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - As used on pages 1 and 2, "☒" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - The law of the state of Virginia will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

PAYMENTS - Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal sum outstanding at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to in this note (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE - The index will serve only as a device for setting the interest rate on this note. You do not guarantee by selecting this index, or the margin, that the interest rate on this note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers.

POST MATURITY RATE - For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS - If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph on page 2.

MULTIPLE ADVANCE LOANS - If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:
(1) any deposit account balance I have with you;
(2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
(3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right to set-off.

DEFAULT - I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the Property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES - If I am in default on this note you have, but are not limited to, the following remedies:
(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued unpaid charges).
(2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.
(3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
(4) You may refuse to make advances to me or allow purchases on credit by me.
(5) You may use any remedy you have under state or federal law.
(6) You may make use of any remedy given to you in any agreement securing this note.

By selecting any one or more of these remedies you do not give up your right to use later any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to consider later the event a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES - I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER - I give up my rights to require you to do certain things. I will not require you to:
(1) demand payment of amounts due (presentment);
(2) obtain official certification of nonpayment (protest); or
(3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT - I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

FINANCIAL INFORMATION - I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

CONFESSION OF JUDGMENT AND WAIVER OF EXEMPTION - If agreed on page 1 then, in addition to your remedies listed herein, I authorize the attorneys in fact named on page 1 of this agreement, in the event of my default, to appear in the office listed on page 1, and to confess judgment. The confession of judgment may be without process, against me, in favor of you, for any unpaid principal, accrued interest and accrued charges due on this agreement, together with collection costs including reasonable attorney's fees. I waive the benefit of all homestead and other exemptions and I agree that the judgment shall be a lien on my principal residence immediately upon confession. This power of attorney shall not terminate upon my disability.

SIGNATURES: I AGREE TO THE TERMS OF THIS AGREEMENT (INCLUDING THOSE ON PAGES 1 AND 2). I have received a copy on today's date.

Thomas Parrish Gibson

Patsy Moogley Gibson

SIGNATURE FOR LENDER: Ernest E. Copenhaver Jr
VP Ag Credit Regional Svcs

DEBTOR NAME AND ADDRESS	SECURED PARTY NAME AND ADDRESS
Thomas Parrish Gibson Patsy Mooney Gibson 135 W Market St New Albany IN 47150-3561	The First Bank and Trust Company PO Box 1008 - 667 W. Main St. Abingdon, VA 24212

Type: ☒ individual ☐ partnership ☐ corporation ☐ _____
State of organization/registration (if applicable) Virginia
☐ If checked, refer to addendum for additional Debtors and signatures.

COMMERCIAL SECURITY AGREEMENT

The date of this Commercial Security Agreement (Agreement) is November 02, 2008.

SECURED DEBTS. This Agreement will secure all sums advanced by Secured Party under the terms of this Agreement and the payment and performance of the following described Secured Debts that (check one) ☒ Debtor ☐ Thomas Parrish Gibson and Patsy Mooney Gibson (Borrower) owes to Secured Party:

☒ Specific Debts. The following debts and all extensions, renewals, refinancings, modifications, and replacements (describe):

Promissory Note #50110002802 Dated November 02, 2008
In the amount of $500,000.00

☐ All Debts. All present and future debts, even if this Agreement is not referenced, the debts are also secured by other collateral, or the future debt is unrelated to or of a different type than the current debt. Nothing in this Agreement is a commitment to make future loans or advances.

SECURITY INTEREST. To secure the payment and performance of the Secured Debts, Debtor gives Secured Party a security interest in all of the Property described in this Agreement that Debtor owns or has sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property. This Agreement remains in effect until terminated in writing, even if the Secured Debts are paid and Secured Party is no longer obligated to advance funds to Debtor or Borrower.

PROPERTY DESCRIPTION. The Property is described as follows:

☒ Accounts and Other Rights to Payment: All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may have by law or agreement against any account debtor or obligor of Debtor.

☐ Inventory: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.

☐ Equipment: All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule Debtor gives to Secured Party, but such a list is not necessary to create a valid security interest in all of Debtor's equipment.

☒ Instruments and Chattel Paper: All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.

☒ General Intangibles: All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Debtor's name.

☐ Documents: All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.

☒ Farm Products and Supplies: All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operations.

☐ Government Payments and Programs: All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.

☐ Investment Property: All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.

☒ Deposit Accounts: All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.

☒ Specific Property Description: The Property includes, but is not limited by, the following (if required, provide real estate description):

ALL FARM PRODUCTS, WHETHER NOW OWNED OR HEREAFTER ACQUIRED,
INCLUDING BUT NOT LIMITED TO PURCHASE MONEY INTEREST IN
CATTLE, PRODUCTS AND PROCEEDS THEREOF. ALL ACCOUNTS,
INCLUDING BUT NOT LIMITED TO CASH, ACCOUNTS RECEIVABLES,
AND COMMODITY ACCOUNTS RELATED TO ABOVE FARM PRODUCTS.

USE OF PROPERTY. The Property will be used for ☐ personal ☐ business ☒ agricultural ☐ _____ purposes.

SIGNATURES. Debtor agrees to the terms on pages 1 and 2 of this Agreement and acknowledges receipt of a copy of this Agreement.

DEBTOR	SECURED PARTY
Thomas Parrish Gibson	The First Bank and Trust Company By: _____ Ernest E. Copenhaver Jr VP Ag Credit Regional Spvs
Patsy Mooney Gibson	

COPY

CONTROL AGREEMENT.– original to note dept. January 12, 2006 – CR

Date and Parties. The date of this Control Agreement (Agreement) is January 4, 2006.
The parties and their addresses are:

SECURED PARTY:	DEBTOR:
The First Bank And Trust Company	Thomas Parrish Gibson and Patsy Mooney Gibson
PO Box 1008	135 West Market Street
Abingdon, VA 24212	New Albany, IN 47150

☐ Securities Intermediary ☒ Commodity Intermediary ☐ Issuer:

1. Control

☐ Securities Intermediary agrees to comply with entitlement orders originated by Secured Party without further consent by Debtor. Debtor agrees that Securities Intermediary is not liable for complying with entitlement orders issued by Secured Party. Debtor retains the right to make substitutions for the Investment Property, to originate entitlement orders to Securities Intermediary, or otherwise deal with the Investment Property until Secured Party notifies Securities Intermediary in writing to the contrary. Secured Party agrees that Securities Intermediary is not liable for complying with entitlement orders before Secured Party notifies Securities Intermediary to the contrary. Debtor is not permitted to withdraw any of the Investment Property or its proceeds without Secured Party's prior written consent. Securities Intermediary will not permit any other party to obtain control of the Investment Property described in the PROPERTY DESCRIPTION section. Securities Intermediary subordinates any security interest it may have to Secured Party's security interest in the Investment Property described in the PROPERTY DESCRIPTION section.

☒ Commodity Intermediary agrees to apply any value distributed on account of the Investment Property as directed by Secured Party without further consent by Debtor. Debtor agrees that Commodity Intermediary is not liable for complying with Secured Party's request to deal with the Investment Property. Debtor retains the right to make substitutions for the Investment Property or otherwise deal with the Investment Property until Secured Party notifies Commodity Intermediary in writing to the contrary. Secured Party agrees that Commodity Intermediary is not liable for complying with Debtors' requests to deal with the Investment Property before Secured Party notifies Commodity Intermediary to the contrary. Debtor is not permitted to withdraw any of the Investment Property or its proceeds without Secured Party's prior written consent. Commodity Intermediary will not permit any other party to obtain control of the Investment Property described in the PROPERTY DESCRIPTION section. Commodity Intermediary subordinates any security interest it may have to Secured Party's security interest in the Investment Property described in the PROPERTY DESCRIPTION section.

☐ Issuer agrees to comply with instructions originated by Secured Party without further consent by Debtor. Debtor agrees that Issuer is not liable for complying with instructions issued by Secured Party. Debtor retains the right to make substitutions for the Investment Property, to originate instructions to the Issuer, or otherwise deal with the Investment Property until Secured Party notifies Issuer in writing to the contrary. Secured Party agrees that Issuer is not liable for complying with Debtor's instructions before Secured Party notifies Issuer to the contrary. Debtor is not permitted to withdraw any of the Investment Property or its proceeds without Secured Party's prior written consent. Issuer will not permit any other party to obtain control of the Investment Property described in the PROPERTY DESCRIPTION section. Issuer subordinates any security interest it may have to Secured Party's security interest in the Investment Property described in the PROPERTY DESCRIPTION section.

2. Property Description The property subject to the Agreement includes the following Investment Property and all proceeds and products of the Investment Property, including, but not limited to, cash or stock dividends, conversions, or replacement, payable on or after the date of this Agreement: (Include items such as issuer name, intermediary name, certificate or account number, number of shares, type of security, etc.)

Commodity Broker Account no. 567-54653 Thomas P. Gibson

3. Warranties

☐ Issuer warrants that the Investment Property described in the PROPERTY DESCRIPTION section is held in good standing by Issuer and is registered in Debtor's name. Issuer is aware of no other claims to Debtor's Investment Property held by Issuer.

☐ Securities Intermediary warrants that the Investment Property described in the PROPERTY DESCRIPTION section is held in good standing by Securities Intermediary and is registered in Debtor's name. Securities Intermediary is aware of no other claims to Debtor's Investment Property held by Securities Intermediary.

☒ Commodity Intermediary warrants that the Investment Property described in the PROPERTY DESCRIPTION section is held in good standing by Commodity Intermediary and is registered in Debtor's name. Commodity Intermediary is aware of no other claims to Debtor's Investment Property held by Commodity Intermediary.

4. Additional Terms

5. Applicable Law. This Agreement is governed by the laws of Virginia.

6. Amendment, Integration and Severability. This Agreement may not be amended or modified by oral agreement. No amendment or modification of this Agreement is effective unless made in writing and executed by all parties. This Agreement is the complete and final expression of the understanding between all parties. If any provision of this Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

7. Interpretation. Wherever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement.

8. Notice. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE and PARTIES section, or to any other address designated in writing. Time is of the essence.

SIGNATURES. Each party signing the Agreement agrees to the terms contained in the Agreement and acknowledges receipt of a copy of this Agreement.

SECURED PARTY:	DEBTOR:
Gene Copenhaver	Thomas Parrish Gibson Patsy Mooney Gibson
Vice President	
Title	Title

☐ Securities Intermediary ☐ Commodity Intermediary ☐ Issuer:

Larry Zelen
Rutenscht Commodities, Inc Branch Manager
Title

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BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	PROCESSOR/OFFICER: BCR / EEC
Thomas Parrish Gibson Patsy Mooney Gibson 135 W Market St. New Albany IN 47150-3561	The First Bank and Trust Compan PO Box 1608 - 667 W. Main St. Abingdon, VA 24212	Loan Number: 50110002834 Date 06/17/10 Maturity Date 12/17/10 Loan Amount $ 11,000,000.00 Renewal Of 50110002834

For value received, I promise to pay to you, or your order, at your address listed above the PRINCIPAL sum of eleven million & no/100 Dollars $ 11,000,000.00

☐ Single Advance: I will receive all of this principal sum on _____. No additional advances are contemplated under this note.

☒ Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On _____ I will receive the amount of $ _____ and future principal advances are contemplated.

Conditions: The conditions for future advances are:
PER BORROWER REQUEST AND LENDER APPROVAL

☒ Open End Credit: You and I agree that I may borrow up to the maximum principal sum more than one time. This feature is subject to all other conditions and expires on December 17, 2010.

☐ Closed End Credit: You and I agree that I may borrow (subject to all other conditions) up to the maximum principal sum only one time.

INTEREST: I agree to pay interest on the outstanding principal balance from June 17, 2010 at the rate of 5.25 % per year until the first scheduled rate change - 05/26/10.

☒ Variable Rate: This rate may then change as stated below.

☒ Index Rate: The future rate will be 50% Above the following index rate:
PRIME RATE AS DISCLOSED BY FIRST BANK & TRUST

☐ No Index: The future rate will not be subject to any internal or external index, it will be entirely in your control.

☒ Frequency and Timing: The rate on this note may change as often as Daily. A change in the interest rate will take effect On Your Scheduled Rate Change Date If The Index Changes.

☒ Limitations: During the term of this loan, the applicable annual interest rate will not be more than N/A % or less than 5.25 %. The rate may not change more than N/A % each N/A.

Effect of Variable Rate: A change in the interest rate will have the following effect on the payments:
☒ The amount of each scheduled payment will change. ☒ The amount of the final payment will change.
☐ _____

ACCRUAL METHOD: Interest will be calculated on a Actual/365 basis.

POST MATURITY RATE: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:
☒ on the same fixed or variable rate basis in effect before maturity (as indicated above).
☐ at a rate equal to _____

☒ LATE CHARGE: If a payment is made more than 7 days after it is due, I agree to pay a late charge of 5.00% of the Past Due Payment Amount.

☐ ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which ☐ are ☐ are not included in the principal amount above: _____

PAYMENTS: I agree to pay this note as follows:

☒ Interest: I agree to pay accrued interest Quarterly Beginning - September 17, 2010

☒ Principal: I agree to pay the principal At Maturity - December 17, 2010.

☐ Instalments: I agree to pay this note in _____ payments. The first payment will be in the amount of $ _____ and will be due _____. A payment of $ _____ will be due _____ thereafter. The final payment of the entire unpaid balance of principal and interest will be due _____.

PURPOSE: The purpose of this loan is Increase Operating Line of Credit

☐ CONFESSION OF JUDGMENT: I appoint and authorize _____ attorneys in fact to, if I default on this agreement, appear in the office of Circuit Court Clerk- _____, Virginia, and confess judgment against me in the amount of any unpaid principal, accrued interest and costs of collection as provided in this agreement. SEE PAGE 3 FOR ADDITIONAL TERMS OF THE CONFESSION OF JUDGMENT.

IMPORTANT NOTICE: THIS INSTRUMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS YOU MAY HAVE AS A DEBTOR AND ALLOWS THE CREDITOR TO OBTAIN A JUDGMENT AGAINST YOU WITHOUT ANY FURTHER NOTICE.

☐ ATTORNEY'S FEES: The following are reasonable attorney's fees in the event of default: _____

ADDITIONAL TERMS:

SECURITY:
INDIANA UCC-1 FILE #200600000014070 DATED 1/2/06- ALL FARM PRODUCTS WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING BUT NOT LIMITED TO PURCHASE MONEY INTEREST IN CATTLE, PRODUCTS AND PROCEEDS THEREOF. ALL ACCOUNTS, INCLUDING BUT NOT LIMITED TO CASH, ACCOUNTS RECEIVABLES / & COMMODITY ACCOUNTS RELATED TO ABOVE FARM PRODUCTS. FURTHER SECURED BY PRUDENTIAL LIFE INSURANCE POLICY #'S V0001332 & V0003473.

** SUBJECT TO SEPARATE COMMERCIAL SECURITY AGREEMENT AND COMMITMENT LETTER DATED 12/17/2009**
LOAN CROSS COLLATERALIZED WITH LOAN NUMBER 50110002802

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SECURITY

SECURITY INTEREST: I give you a security interest in all of the Property described below that I own or have sufficient rights in which to transfer an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products of the Property. "Property" includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property. "Proceeds" includes anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; any rights and claims arising from the Property; and any collections and distributions on account of the Property.

☒ **Accounts and Other Rights to Payment:** All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which I have by law or agreement against any account debtor or obligor.

☐ **Inventory:** All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.

☐ **Equipment:** All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts, and tools. The Property includes any equipment described in a list or schedule I give to you, but such a list is not necessary to create a valid security interest in all of my equipment.

☐ **Instruments and Chattel Paper:** All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation, and tangible and electronic chattel paper.

☐ **General Intangibles:** All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use my name.

☐ **Documents:** All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts.

☒ **Farm Products and Supplies:** All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

☐ **Government Payments and Programs:** All payments, accounts, general intangibles, and benefits including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance and diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program.

☐ **Investment Property:** All investment property including, but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts, and financial assets.

☐ **Deposit Accounts:** All deposit accounts including, but not limited to, demand, time, savings, passbook, and similar accounts.

☒ **Specific Property Description:** The Property includes, but is not limited by, the following:

*See Extension of Security Agreement Attached Hereto and Incorporated by Reference.

If this agreement covers timber to be cut, enter real estate description and record owner information: _____

The Property will be used for a ☐ personal ☐ business ☒ agricultural ☐ _____ purpose.

Borrower/Owner State of organization/registration (if applicable) _____

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

GENERALLY - This agreement secures this note and any other debt I have with you, now or later. However, it will not secure other debts if you fail with respect to such other debts, to make any required disclosure about this security agreement or if you fail to give any required notice of the right of rescission. If property described in this agreement is located in another state, this agreement may also, in some circumstances, be governed by the law of the state in which the Property is located.

NAME AND LOCATION - My name indicated on page 1 is my exact legal name. If I am an individual, my address is my principal residence. If I am not an individual, my address is the location of my chief executive offices or sole place of business. If I am an entity organized and registered under state law, my address is located in the state in which I am registered, unless otherwise indicated on page 2. I will provide verification of registration and location upon your request. I will provide you with at least 30 days notice prior to any change in my name, address, or state of organization or registration.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent that I own all of the Property, or to the extent this is a purchase money security interest I will acquire ownership of the Property with the proceeds of the loan. I will defend it against any other claim. Your claim to the Property is ahead of the claims of any other creditor. I agree to do whatever you require to protect your security interest and to keep your claim in the Property ahead of the claims of other creditors. I will not do anything to harm your position. I will not use the Property for a purpose that will violate any laws or subject the Property to forfeiture or seizure.

I will keep books, records and accounts about the Property and my business in general. I will let you examine these records at any reasonable time. I will prepare any report or accounting you request, which deals with the Property.

I will keep the Property in my possession and will keep it in good repair and use it only for the purpose(s) described on page 1 of this agreement. I will not change this specified use without your express written permission. I represent that I am the original owner of the Property and, if I am not, that I have provided you with a list of prior owners of the Property.

I will keep the Property at my address listed on page 1 of this agreement, unless we agree I may keep it at another location. If the Property is to be used in another state, I will give you a list of those states. I will not try to sell the Property unless it is inventory or I receive your written permission to do so. If I sell the Property I will have the payment made payable to the order of you and me.

You may demand immediate payment of the debt(s) if the debtor is not a natural person and without your prior written consent: (1) a beneficial interest in the debtor is sold or transferred, or (2) there is a change in either the identity or number of members of a partnership, or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation.

I will pay all taxes and charges on the Property as they become due. You have the right of reasonable access in order to inspect the Property. I will immediately inform you of any loss or damage to the Property.

If I fail to perform any of my duties under this security agreement, or any mortgage, deed of trust, lien or other security interest, you may without notice to me perform the duties or cause them to be performed. Your right to perform for me shall not create an obligation to perform and your failure to perform will not preclude you from exercising any of your other rights under the law or this security agreement.

PURCHASE MONEY SECURITY INTEREST - For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the Purchase Money Loan, and (b) payments on the Purchase Money Loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired or if acquired at the same time, in the order selected by you. No security interest will be terminated by application of this formula. "Purchase Money Loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancing of such loan.

PAYMENTS BY LENDER - You are authorized to pay, on my behalf, charges I am or may become obligated to pay to preserve or protect the secured property (such as property insurance premiums). You may treat those payments as advances and add them to the unpaid principal under the note secured by this agreement or you may demand immediate payment of the amount advanced.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amounts you require and to furnish you continuing proof of coverage. I will have the insurance company name you as loss payee on any such policy. You may require added security if you agree that insurance proceeds may be used to repair or replace the Property. I will buy insurance from a firm licensed to do business in the state where you are located. The firm will be reasonably acceptable to you. My choice of insurance provider will not affect the credit decision or interest rate. The insurance will last until the Property is released from this agreement. If I fail to buy or maintain the insurance (or fail to name you as loss payee) you may purchase it yourself.

WARRANTIES AND REPRESENTATIONS - If this agreement includes accounts, I will not settle any account for less than its full value without your written permission. I will collect all accounts until you tell me otherwise. I will keep the proceeds from all the accounts and any goods which are returned to me or which I take back in trust for you. I will not mix them with any other property of mine. I will deliver them to you at your request. If you ask me to pay you the full price on any returned items or items retaken by myself, I will do so. You may exercise my rights with respect to obligations of any account debtors, or other persons obligated on the Property, to pay or perform, and you may enforce any security interest that secures such obligations.

If this agreement covers inventory, I will not dispose of it except in my ordinary course of business at the fair market value for the Property, or at a minimum price established between you and me.

Any person who signs within this box does so to give you a security interest in the Property described on this page. This person does not promise to pay the note. "I" as used in this security agreement will include the borrower and any person who signs within this box.

Signed _____ Date _____

OLIM, LLC

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If this agreement covers farm products I will provide you, at your request, a written list of the buyers, commission merchants or selling agents to or through whom I may sell my farm products. In addition to those parties named on this written list, I authorize you to notify at your sole discretion any additional parties regarding your security interest in my farm products. I remain subject to all applicable penalties for selling my farm products in violation of my agreement with you and the Food Security Act. In this paragraph the terms farm products, buyers, commission merchants and selling agents have the meanings given to them in the Federal Food Security Act of 1985.

If this agreement covers chattel paper or instruments, either as original collateral or proceeds of the Property, I will note your interest on the face of the chattel paper or instruments.

REMEDIES - I will be in default on this security agreement if I am in default on any note this agreement secures or if I fail to keep any promise contained in the terms of this agreement. If I default, you have all of the rights and remedies provided in the note and under the Uniform Commercial Code. You may require me to make the secured property available to you at a place which is reasonably convenient. You may take possession of the secured property and sell it as provided by law. The proceeds will be applied first to your expenses and then to the debt. I agree that 10 days written notice sent to my last known address by first class mail will be reasonable notice under the Uniform Commercial Code. My current address is on page 1.

PERFECTION OF SECURITY INTEREST - I authorize you to file a financing statement covering the Property. I will comply with, facilitate, and otherwise assist you in connection with obtaining possession of or control over the Property for purposes of perfecting your security interest under the Uniform Commercial Code.

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - As used on pages 1 and 2, "☒" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - The law of the state of Virginia will govern this agreement. Any term of this agreement which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

PAYMENTS - Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

INTEREST - Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal sum outstanding at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to in this note (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

INDEX RATE - The index will serve only as a device for setting the interest rate on this note. You do not guarantee by selecting this index, or the margin, that the interest rate on this note will be the same rate you charge on any other loans or class of loans you make to me or other borrowers.

POST MATURITY RATE - For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

SINGLE ADVANCE LOANS - If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph on page 2.

MULTIPLE ADVANCE LOANS - If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

(1) any deposit account balance I have with you;

(2) any money owed to me on an item presented to you or in your possession for collection or exchange; and

(3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance the due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right to set-off.

DEFAULT - I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the Property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetland to produce or to make possible the production of an agricultural commodity, further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

REMEDIES - If I am in default on this note you have, but are not limited to, the following remedies:

(1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued unpaid charges).

(2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "SET-OFF" paragraph herein.

(3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.

(4) You may refuse to make advances to me or allow purchases on credit by me.

(5) You may use any remedy you have under state or federal law.

(6) You may make use of any remedy given to you in any agreement securing this note.

By selecting any one or more of these remedies you do not give up your right to use later any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to consider later the event a default if it continues or happens again.

COLLECTION COSTS AND ATTORNEY'S FEES - I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

WAIVER - I give up my rights to require you to do certain things. I will not require you to:

(1) demand payment of amounts due (presentment);

(2) obtain official certification of nonpayment (protest); or

(3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

OBLIGATIONS INDEPENDENT - I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without effecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

FINANCIAL INFORMATION - I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

CONFESSION OF JUDGMENT AND WAIVER OF EXEMPTION - If agreed on page 1 then, in addition to your remedies listed herein, I authorize the attorneys in fact named on page 1 of this agreement, in the event of my default, to appear in the office listed on page 1, and to confess judgment. The confession of judgment may be without process, against me, in favor of you, for any unpaid principal, accrued interest and accrued charges due on this agreement, together with collection costs including reasonable attorney's fees. I waive the benefit of all homestead and other exemptions and I agree that the judgment shall be a lien on my principal residence immediately upon confession. This power of attorney shall not terminate upon my disability.

SIGNATURES: I AGREE TO THE TERMS OF THIS AGREEMENT (INCLUDING THOSE ON PAGES 1 AND 2). I have received a copy on today's date.

Thomas Parrish Gibson

Patsy M Gibson

Thomas Parrish Gibson

Patsy Mooney Gibson

SIGNATURE FOR LENDER: _____

Ernest E. Copenhaver Jr
VP Ag Credit Regional Svcs

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Thomas Parrish Gibson Patsy Mooney Gibson 135 W Market St New Albany IN 47150-3561 DEBTOR'S NAME AND ADDRESS	The First Bank and Trust Company PO Box 1008 - 667 W. Main St. Abingdon, VA 24212 SECURED PARTY'S NAME AND ADDRESS	EXTENSION OF SECURITY AGREEMENT DATED: June 17, 2010 Loan No.: S0110002834

For value received, the Debtor hereby grants the Secured Party a security interest in the following additional collateral:

INDIANAN UCC-1 FILE #200600000011070 DATED 1/2/06, ALL FARM PRODUCTS, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING BUT NOT LIMITED TO PURCHASE MONEY INTEREST IN CATTLE, PRODUCTS AND PROCEEDS THEREOF. ALL ACCOUNTS, INCLUDING BUT NOT LIMITED TO CASH, ACCOUNTS RECEIVABLES, & COMMODITY ACCOUNTS RELATED TO ABOVE FARM PRODUCTS. FURTHER SECURED BY PRUDENTIAL LIFE INSURANCE POLICY #'S V0001332 AND V0003473.
SUBJECT TO SEPERATE COMMERCIAL SECURITY AGREEMENT AND COMMITMENT LETTER DATED 12/17/2009

By signing below, Debtor acknowledges that this document describes additional collateral which is subject to all terms and conditions of the Security Agreement referred to above.

Authorized Signature(s) of Secured Party - sign below only if filing this document.

The First Bank and Trust Company

Ernest E. Copenhaver Jr
VP Ag Credit Regional Svcs

Thomas Parrish Gibson
Patsy Mooney Gibson
Debtor Thomas Parrish Gibson (TITLE)
Thomas Parrish Gibson
Debtor Patsy M. Gibson (TITLE)
Patsy Mooney Gibson
Debtor _____ (TITLE)

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ASSIGNMENT OF LIFE INSURANCE POLICY AS COLLATERAL

A. FOR VALUE RECEIVED the undersigned hereby assign, transfer and set over to The First Bank and Trust Company of Abingdon Virginia

its successors and assigns, therein called the "Assignee") Policy No. VO 001 332 issued by the Prudential

(herein called the "Insurer") and any supplementary contracts issued in connection therewith (said policy and contracts being herein called the "Policy"), upon the life of Thomas P Gibson & Patsy L Gibson

of New Albany, IN and all claims, options, privileges, rights, title and interest therein and thereunder (except as provided in Paragraph C hereof), subject to all the terms and conditions of the Policy and to all superior liens, if any, which the Insurer may have against the Policy. The undersigned by this instrument jointly and severally agree and the Assignee by the acceptance of this assignment agrees to the conditions and provisions herein set forth.

B. It is expressly agreed that, without detracting from the generality of the foregoing, the following specific rights are included in this assignment and pass by virtue hereof:

1. The sole right to collect from the Insurer the net proceeds of the Policy when it becomes a claim by death or maturity;
2. The sole right to surrender the Policy and receive the surrender value thereof at any time provided by the terms of the Policy and at such other times as the Insurer may allow;
3. The sole right to obtain one or more loans or advances on the Policy, either from the Insurer or, at any time, from other persons, and to pledge or assign the Policy as security for such loans or advances;
4. The sole right to collect and receive all distributions or shares of surplus, dividend deposits or additions to the Policy now or hereafter made or apportioned thereto, and to exercise any and all options contained in the Policy with respect thereto; provided, that unless and until the Assignee shall notify the Insurer in writing to the contrary, the distributions or shares of surplus, dividend deposits and additions shall continue on the plan in force at the time of this assignment; and
5. The sole right to exercise all nonforfeiture rights permitted by the terms of the Policy or allowed by the Insurer and to receive all benefits and advantages derived therefrom.

C. It is expressly agreed that the following specific rights, so long as the Policy has not been surrendered, are reserved and excluded from this assignment and do not pass by virtue hereof:

1. The right to collect from the Insurer any disability benefit payable in cash that does not reduce the amount of insurance;
2. The right to designate and change the beneficiary;
3. The right to elect any optional mode of settlement permitted by the Policy or allowed by the Insurer.

The reservation of these rights shall in no way impair the right of the Assignee to surrender the Policy completely with all its incidents or impair any other right of the Assignee hereunder, and any designation or change of beneficiary or election of a mode of settlement shall be made subject to this assignment and to the rights of the Assignee hereunder.

D. This assignment is made and the Policy is to be held as collateral security for any and all liabilities of the undersigned, or any of them, to the Assignee, either now existing or that may hereafter arise in the ordinary course of business between any of the undersigned and the Assignee (all of which liabilities secured or to become secured are herein called "Liabilities").

E. The Assignee covenants and agrees with the undersigned as follows:

1. That any balance of sums received hereunder from the Insurer remaining after payment of the then existing Liabilities, matured or unmatured, shall be paid by the Assignee to the persons entitled thereto under the terms of the Policy had this assignment not been executed;
2. That the Assignee will not exercise either the right to surrender the Policy or (except for the purpose of paying premiums) the right to obtain policy loans from the Insurer, until there has been default in any of the Liabilities or a failure to pay any

E. (continued)
premium when due, nor until twenty days after the Assignee shall have mailed, by first-class mail, to the undersigned at the addresses last supplied in writing to the Assignee specifically referring to this assignment, notice of intention to exercise such right; and
3. That the Assignee will upon request forward without unreasonable delay to the Insurer the Policy for endorsement of any designation or change of beneficiary or any election of an optional mode of settlement.

F. The Insurer is hereby authorized to recognize the Assignee's claims to rights hereunder without investigating the reason for any action taken by the Assignee, or the validity or the amount of the Liabilities or the existence of any default therein, or the giving of any notice under Paragraph E (2) above or otherwise, or the application to be made by the Assignee of any amounts to be paid to the Assignee. The sole signature of the Assignee shall be sufficient for the exercise of any rights under the Policy assigned hereby and the sole receipt of the Assignee for any sums received shall be a full discharge and release therefor to the Insurer. Checks for all or any part of the sums payable under the Policy and assigned herein, shall be drawn to the exclusive order of the Assignee if, when, and in such amounts as may be, requested by the Assignee.

G. The Assignee shall be under no obligation to pay any premium, or the principal or interest on any loans or advances on the Policy whether or not obtained by the Assignee, or any other charges on the Policy, but any such amounts so paid by the Assignee from its own funds, shall become a part of the Liabilities hereby secured, shall be due immediately, and shall draw interest at the annual percentage rate then in effect for the note or other evidence of any Liability.

H. The exercise of any right, option, privilege or power given herein to the Assignee shall be at the option of the Assignee, but (except as restricted by Paragraph E (2) above) the Assignee may exercise any such right, option, privilege or power without notice to, or assent by, or affecting the liability of, or releasing any interest hereby assigned by the undersigned or any of them.

I. The Assignee may take or release other security, may release any party primarily or secondarily liable for any of the Liabilities, may grant extensions, renewals or indulgences with respect to the Liabilities, or may apply to the Liabilities, in such order as the Assignee shall determine, the proceeds of the Policy hereby assigned or any amount received on account of the Policy by the exercise of any right permitted under this assignment, without resorting or regard to the other security.

J. In the event of any conflict between the provisions of this assignment and provisions of the note or other evidence of any Liability with respect to the Policy or rights of collateral security therein, the provisions of this assignment shall prevail.

K. Each of the undersigned declares that no proceedings in bankruptcy are pending against him and that his property is not subject to any assignment for the benefit of creditors.

Signed and sealed this 17th day of June 2010

Witness

Witness

Thomas P Gibson Patsy L Gibson (L.S.)
Owner
Olim, L.L.C.
New Albany, IN
Address

Thomas P Gibson Patsy L Gibson (L.S.)
Beneficiary
Olim, L.L.C.
New Albany, IN
Address

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF

COUNTY OF

On the day of

before me personally came

to me known to be the individual described in

and who executed this assignment of life insurance policy, and duly acknowledged to me that he executed the same.

Notary Public

My commission expires

CORPORATE ACKNOWLEDGEMENT

STATE OF Virginia

COUNTY OF Washington

On the 17 day of June 2010

before me personally came Thomas P. Gibson / Patsy L. Gibson

who being by me duly sworn, did depose and say that he resides in New Albany, IN

; that he is the Member Manager

of Olim, L.L.C., the corporation described in and which executed this assignment of life insurance policy; that he knows the seal of said corporation; that the seal affixed to said assignment is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

B. Carol Robinson
Notary Public

My commission expires 12/31/2011

CAROL B. ROBINSON NOTARY PUBLIC REG. #173877 MY COMMISSION EXPIRES 12/31/2011 COMMONWEALTH OF VIRGINIA

Duplicate received and filed at the home office of the Insurer in , this day of

By
Authorized Officer

NOTE: When executed by a corporation, the corporation seal should be affixed and there should be attached to the assignment a certified copy of the resolution of the Board of Directors authorizing the signing officer to execute and deliver the assignment in the name and on behalf of the corporation.

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Bankers Systems, Inc., St. Cloud, MN Form M-170 7/29/97

ASSIGNMENT OF LIFE INSURANCE POLICY AS COLLATERAL

A. FOR VALUE RECEIVED the undersigned hereby assign, transfer and set over to The First Bank and Trust Company of Abingdon Virginia its successors and assigns, therein called the "Assignee") Policy No. VO 003 473 issued by the Prudential therein called the "Insurer") and any supplementary contracts issued in connection therewith (said policy and contracts being herein called the "Policy"), upon the life of Thomas P Gibson & Patsy L Gibson of New Albany, IN and all claims, options, privileges, rights, title and interest therein and thereunder (except as provided in Paragraph C hereof), subject to all the terms and conditions of the Policy and to all superior liens, if any, which the Insurer may have against the Policy. The undersigned by this instrument jointly and severally agree and the Assignee by the acceptance of this assignment agrees to the conditions and provisions herein set forth.

B. It is expressly agreed that, without detracting from the generality of the foregoing, the following specific rights are included in this assignment and pass by virtue hereof:

1. The sole right to collect from the Insurer the net proceeds of the Policy when it becomes a claim by death or maturity;
2. The sole right to surrender the Policy and receive the surrender value thereof at any time provided by the terms of the Policy and at such other times as the Insurer may allow;
3. The sole right to obtain one or more loans or advances on the Policy, either from the Insurer or, at any time, from other persons, and to pledge or assign the Policy as security for such loans or advances;
4. The sole right to collect and receive all distributions or shares of surplus, dividend deposits or additions to the Policy now or hereafter made or apportioned thereto, and to exercise any and all options contained in the Policy with respect thereto; provided, that unless and until the Assignee shall notify the Insurer in writing to the contrary, the distributions or shares of surplus, dividend deposits and additions shall continue on the plan in force at the time of this assignment; and
5. The sole right to exercise all nonforfeiture rights permitted by the terms of the Policy or allowed by the Insurer and to receive all benefits and advantages derived therefrom.

C. It is expressly agreed that the following specific rights, so long as the Policy has not been surrendered, are reserved and excluded from this assignment and do not pass by virtue hereof:

1. The right to collect from the Insurer any disability benefit payable in cash that does not reduce the amount of insurance;
2. The right to designate and change the beneficiary;
3. The right to elect any optional mode of settlement permitted by the Policy or allowed by the Insurer.

The reservation of these rights shall in no way impair the right of the Assignee to surrender the Policy completely with all its incidents or impair any other right of the Assignee hereunder, and any designation or change of beneficiary or election of a mode of settlement shall be made subject to this assignment and to the rights of the Assignee hereunder.

D. This assignment is made and the Policy is to be held as collateral security for any and all liabilities of the undersigned, or any of them, to the Assignee, either now existing or that may hereafter arise in the ordinary course of business between any of the undersigned and the Assignee (all of which liabilities secured or to become secured are herein called "Liabilities").

E. The Assignee covenants and agrees with the undersigned as follows:

1. That any balance of sums received hereunder from the Insurer remaining after payment of the then existing Liabilities, matured or unmatured, shall be paid by the Assignee to the persons entitled thereto under the terms of the Policy had this assignment not been executed;
2. That the Assignee will not exercise either the right to surrender the Policy or (except for the purpose of paying premiums) the right to obtain policy loans from the Insurer, until there has been default in any of the Liabilities or a failure to pay any

E. (continued)
premium when due, nor until twenty days after the Assignee shall have mailed, by first-class mail, to the undersigned at the addresses last supplied in writing to the Assignee specifically referring to this assignment, notice of intention to exercise such right; and
3. That the Assignee will upon request forward without unreasonable delay to the Insurer the Policy for endorsement of any designation or change of beneficiary or any election of an optional mode of settlement.

F. The Insurer is hereby authorized to recognize the Assignee's claims to rights hereunder without investigating the reason for any action taken by the Assignee, or the validity or the amount of the Liabilities or the existence of any default therein, or the giving of any notice under Paragraph E (2) above or otherwise, or the application to be made by the Assignee of any amounts to be paid to the Assignee. The sole signature of the Assignee shall be sufficient for the exercise of any rights under the Policy assigned hereby and the sole receipt of the Assignee for any sums received shall be a full discharge and release therefor to the Insurer. Checks for all or any part of the sums payable under the Policy and assigned herein, shall be drawn to the exclusive order of the Assignee if, when, and in such amounts as may be, requested by the Assignee.

G. The Assignee shall be under no obligation to pay any premium, or the principal or interest on any loans or advances on the Policy whether or not obtained by the Assignee, or any other charges on the Policy, but any such amounts so paid by the Assignee from its own funds, shall become a part of the Liabilities hereby secured, shall be due immediately, and shall draw interest at the annual percentage rate then in effect for the note or other evidence of any Liability.

H. The exercise of any right, option, privilege or power given herein to the Assignee shall be at the option of the Assignee, but (except as restricted by Paragraph E (2) above) the Assignee may exercise any such right, option, privilege or power without notice to, or assent by, or affecting the liability of, or releasing any interest hereby assigned by the undersigned or any of them.

I. The Assignee may take or release other security, may release any party primarily or secondarily liable for any of the Liabilities, may grant extensions, renewals or indulgences with respect to the Liabilities, or may apply to the Liabilities, in such order as the Assignee shall determine, the proceeds of the Policy hereby assigned or any amount received on account of the Policy by the exercise of any right permitted under this assignment, without resorting or regard to the other security.

J. In the event of any conflict between the provisions of this assignment and provisions of the note or other evidence of any Liability with respect to the Policy or rights of collateral security therein, the provisions of this assignment shall prevail.

K. Each of the undersigned declares that no proceedings in bankruptcy are pending against him and that his property is not subject to any assignment for the benefit of creditors.

Signed and sealed this 17th day of June 2010

Witness

Witness

Thomas P Gibson Patsy L Gibson (L.S.)
Olim, L.L.C. Owner
New Albany IN 47150-3561
Address

Thomas P Gibson Patsy L Gibson (L.S.)
Olim, L.L.C. Beneficiary
New Albany IN 47150-3561
Address

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF
COUNTY OF
On the day of
before me personally came
to me known to be the individual described in and who executed this assignment of life insurance policy and acknowledged to me that he executed the same.

Notary Public

My commission expires

CORPORATE ACKNOWLEDGEMENT

STATE OF Virginia
COUNTY OF Washington
On the 17 day of June, 2010
before me personally came Thomas P. Gibson / Patsy L. Gibson
who being by me duly sworn, did depose and say that he resides in New Albany, IN
; that he is the Member / Manager
of Olim, L.L.C., the corporation described in and which executed this assignment of life insurance policy; that he knows the seal of said corporation; that the seal affixed to said assignment is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

B. Carol Robinson
Notary Public
My commission expires 12/31/2011

CAROL ROBINSON NOTARY PUBLIC REG. #173077 MY COMMISSION EXPIRES 12/31/2011 COMMONWEALTH OF VIRGINIA

Duplicate received and filed at the home office of the Insurer in , this day of

By
Authorized Officer

NOTE: When executed by a corporation, the corporation seal should be affixed and there should be attached to the assignment a certified copy of the resolution of the Board of Directors authorizing the signing officer to execute and deliver the assignment in the name and on behalf of the corporation.

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Bankers Systems, Inc., St. Cloud, MN Form M-170 7/29/97

LIMITED LIABILITY COMPANY AUTHORIZATION RESOLUTION

The First Bank and Trust Company
PO Box 1008 - 667 W. Main St.
Abingdon, VA 24212

Referred to in this document as "Financial Institution"

By: Olim, L.L.C.
135 N Market St
New Albany IN 47150-3561

Referred to in this document as "Limited Liability Company"

I, Thomas P. Gibson, certify that I am a Manager or Designated Member of the above named Limited Liability Company organized under the laws of Indiana, Federal Employer I.D. Number 61-1333968, engaged in business under the trade name of Olim, L.L.C, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of all members of the Limited Liability Company or the person or persons designated by the members of the Limited Liability Company to manage the Limited Liability Company as provided in the articles of organization or an operating agreement, duly and properly called and held on May 25, 2010 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

	Name and Title or Position	Signature	Facsimile Signature (if used)
A.	Thomas P. Gibson, Member/Manager	X [signature]	X
B.	Patsy L Gibson, Member/Manager	X [signature]	X
C.		X	X
D.		X	X
E.		X	X
F.		X	X

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
A, B	(1) Exercise all of the powers listed in this resolution.	1
	(2) Open any deposit or share account(s) in the name of the Limited Liability Company.	
	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	
	(4) Borrow money on behalf and in the name of the Limited Liability Company, sign, execute and deliver promissory notes or other evidences of indebtedness.	
	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Limited Liability Company as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	
	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	
	(7) Other	

LIMITATIONS ON POWERS The following are the Limited Liability Company's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated _____. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY
I further certify that the Managers or Designated Members of the Limited Liability Company have, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

In Witness Whereof, I have subscribed my name to this document and affixed the seal, if any, of the Limited Liability Company on June 16, 2010 (date).

[signature] [signature]
Attest by One Other Manager or Designated Member Manager or Designated Member

EXPERT © 1985, 1997 Bankers Systems, Inc., St. Cloud, MN Form LLC-1 5/1/2003

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

UCC Direct Services
P.O. Box 29071
Glendale, CA 91209-9071

517038 FIRSTBANK4
6988390
ININ

Representation of electronic filing.
Filing Number: 200600000011070
Filing Date: Jan 2 2006 8:00 AM

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
Gibson	Thomas	Parrish	

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
135 West Market Street	New Albany	IN	47150	

1d. TAX ID #: SSN OR EIN	ADDL INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
				☐ 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
Gibson	Patsy	Mooney	

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
135 West Market Street	New Albany	IN	47150	

2d. TAX ID #: SSN OR EIN	ADDL INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				☐ 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
The First Bank and Trust Co.

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
Attn: Branch Manager P.O. Box 1000	Abingdon	VA	24212-1000	

4. This FINANCING STATEMENT covers the following collateral:

All FARM PRODUCTS whether now owned or hereafter acquired, including, but not limited to purchase money interest in cattle, products and proceeds thereof. All accounts, including but not limited to cash, accounts receivables, and commodity accounts related to above farm products.

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) (ADDITIONAL FEE) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
6988390 50110002834 / 50110002802 02

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

Prepared by UCC Direct Services, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone: (800) 331-3282 Fax: (818) 662-4141

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
P.O. Box 29071
Glendale CA, 91209-9071

24534481

ININ

17036 -

File with: Secretary of State, IN

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 201000006255192
File Date : 26-JUL-2010

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
200600000011070 1/2/2006 SS IN

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. ☐

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☒ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regard to changing the name/address of a party.

☐ DELETE name: Give record name to be deleted in item 6a or 6b

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g if applicable.

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

7d. SEE INSTRUCTIONS | ADDL INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID#, if any ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME of SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment) If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
The First Bank and Trust Co.

OR

9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

10. OPTIONAL FILER REFERENCE DATA
24534481 Debtor Name: Thomas Parrish Gibson 02 50110002834 / 50110002802

FILING OFFICE COPY - UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Prepared by CT Lien Solutions (3231.0)

INDIANA SECRETARY OF STATE
UNIFORM COMMERCIAL CODE DIVISION
DEBTOR SEARCH CERTIFICATE

INDIANA SECRETARY OF STATE
BUSINESS SERVICES DIVISION
302 West Washington Street, Room E018
Indianapolis, IN 46204
http://www.sos.in.gov

April 08, 2011

Requested Debtor Name:	**Last: GIBSON First: THOMAS Middle:**
Requested Address:	**Not Requested**
Lapsed Filings:	**Requested**
Copies:	**Requested**

L: GIBSON F: THOMAS M: P. S: 1065 E. MAIN , LOUISVILLE , KY 40206
L: GIBSON F: THOMAS M: P S: 7536 TANDY RD , LANESVILLE , IN 47136 -9608

SP: INTRUST BANK, N.A. P.O. BOX ONE, 105 N. MAIN, WICHITA , KS 67201
SP: FARM CREDIT SERVICES P.O. BOX 336670, GREELEY , CO 80633

File # 200100003342126	Filed: 06/15/2001 17:30:00	Lapse: 06/15/2011	# Pages: 1
Amd # 200100008946060	Filed: 11/15/2001	Type: Amendment	# Pages: 3
Amd # 200600001228415	Filed: 02/07/2006	Type: Amendment	# Pages: 1
Amd # 200600001228526	Filed: 02/07/2006	Type: Amendment	# Pages: 1
Amd # 200600001305239	Filed: 02/08/2006	Type: Continuation	# Pages: 1
Amd # 200600009283787	Filed: 10/02/2006	Type: Termination	# Pages: 1

L: GIBSON F: THOMAS M: PARRISH S: 135 WEST MARKET STREET , NEW ALBANY , IN 47150

SP: THE FIRST BANK AND TRUST CO. ATTN: BRANCH MANAGER, P.O. BOX 1000, ABINGDON , VA 24212 -1000

File # 200600000011070	Filed: 01/02/2006 08:00:00	Lapse: 01/02/2016	# Pages: 1
Amd # 201000006255192	Filed: 07/26/2010	Type: Continuation	# Pages: 1

L: GIBSON F: THOMAS M: J S: 7311 S 400 W , CLAYPOOL , IN 46510 -9248

SP: FARM CREDIT SERVICES OF MID-AMERICA, PCA P.O. BOX 34390, LOUISVILLE , KY 40232 -4390

File # 200600001253776	Filed: 02/07/2006 13:00:00	Lapse: 02/07/2016	# Pages: 1
Amd # 201000007663601	Filed: 09/09/2010	Type: Continuation	# Pages: 1

L: GIBSON F: THOMAS M: P S: 7536 TANDY RD , LANESVILLE , IN 47136

SP: THE FARMERS & MERCHANTS STATE BANK 307-11 N DEFIANCE ST, ARCHBOLD , OH 43502

File # 200600011614203	Filed: 12/13/2006 17:30:00	Lapse: 12/13/2011	# Pages: 1
Amd # 201000008947182	Filed: 10/22/2010	Type: Termination	# Pages: 1

L: GIBSON F: THOMAS M: P S: 7536 TANDY RD , LANESVILLE , IN 47136

SP: THE FARMERS & MERCHANTS STATE BANK 307-11 N DEFIANCE ST, ARCHBOLD , OH 43502

File # 200600011614314	Filed: 12/13/2006 17:30:00	Lapse: 12/13/2011	# Pages: 1
Amd # 201000008947293	Filed: 10/22/2010	Type: Termination	# Pages: 1

L: GIBSON F: THOMAS M: R S: 704 N. NORTON , FAIRMOUNT , IN 46928

SP: CHARLES ST. COMM. FED CR UN. 508 E CHARLES ST, MARION , IN 46952

File # 200800007947784 Filed: 09/02/2008 17:30:00 Lapse: 09/02/2013 # Pages: 2

L: GIBSON F: THOMAS M: P S: 135 WEST MARKET STREET , NEW ALBANY , IN 47150

SP: INTRUST BANK, N.A. 105 N. MAIN, P O BOX ONE, WICHITA , KS 67202

File # 200800010035362 Filed: 11/12/2008 12:58:00 Lapse: 11/12/2013 # Pages: 1

L: GIBSON F: THOMAS M: P S: 135 W MARKET ST , NEW ALBANY , IN 47150

SP: DEERE & COMPANY 6400 NW 86TH STREET, JOHNSTON , IA 50131

File # 200900006274383 Filed: 08/04/2009 12:04:00 Lapse: 08/04/2014 # Pages: 1

L: GIBSON F: THOMAS M: J S: 7311 S 400 W , CLAYPOOL , IN 46510

SP: FARM CREDIT SERVICES OF MID-AMERICA, PCA P.O. BOX 34390, LOUISVILLE , KY 40232 -4390

File # 200900007349276 Filed: 09/14/2009 10:07:00 Lapse: 09/14/2014 # Pages: 1

L: GIBSON F: THOMAS M: SCOTT S: 4906 PRALL HILL , HENRYVILLE , IN 47126

SP: IRSIK & DOLL FEED SERVICES, INC. PO BOX 847, CIMARRON , KS 67835 -0847

File # 200900008914164 Filed: 11/05/2009 17:30:00 Lapse: 11/05/2014 # Pages: 1

L: GIBSON F: THOMAS M: J S: 7311 S 400 W , CLAYPOOL , IN 46510

SP: FARM CREDIT SERVICES OF MID-AMERICA, PCA P.O. BOX 34390, LOUISVILLE , KY 40232 -4390

File # 201000003770969 Filed: 05/03/2010 11:12:00 Lapse: 05/03/2015 # Pages: 1

L: GIBSON F: THOMAS M: P S: 7536 TANDY RD , LANESVILLE , IN 47136 -9608

SP: INTRUST BANK, N.A. 105 N. MAIN, P O BOX ONE, WICHITA , KS 67202

File # 201000006740525 Filed: 08/12/2010 08:00:00 Lapse: 08/12/2015 # Pages: 1

L: GIBSON F: THOMAS M: P S: 135 W MARKET ST , NEW ALBANY , IN 47150

SP: SUPERIOR LIVESTOCK AUCTION, INC. PO BOX 38, BRUSH , CO 80723

File # 201000009950612 Filed: 11/23/2010 17:30:00 Lapse: 11/23/2015 # Pages: 16

The undersigned Filing Officer hereby certifies that the above certificate, within a reasonable degree of certainty, is a record of all presently effective UCC financing statements which include the requested debtor name and which were filed in this office through 04/06/2011.

Charles P. White

Charles P. White,
Indiana Secretary of State

Copies limited by:	Requested Address:	Not Requested
	From Date:	Not Requested
	Secured Party:	Not Requested
	Face Pages Only:	Not Requested

The Indiana Secretary of State filing office certifies that the following 40 pages for debtor name GIBSON THOMAS are on file in this office.

UCC FINANCING STATEMENT

NAME OF CONTACT AT FILER
UCCDIRECT SERVICES

EMAIL ADDRESS
SOSACK@UCCDIRECT.COM

Indiana Secretary of State
200600000011070
Jan 2 2006 8:00 AM

DEBTOR'S EXACT FULL LEGAL NAME

INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
GIBSON	THOMAS	PARRISH	

MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
135 WEST MARKET STREET	NEW ALBANY	IN	47150	USA

DEBTOR'S EXACT FULL LEGAL NAME

INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
GIBSON	PATSY	MOONEY	

MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
135 WEST MARKET STREET	NEW ALBANY	IN	47150	USA

SECURED PARTY'S NAME

ORGANIZATION'S NAME
THE FIRST BANK AND TRUST CO.

MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
ATTN: BRANCH MANAGER P.O. BOX 1000	ABINGDON	VA	24212 - 1000	USA

THIS FINANCING STATEMENT covers the following collateral:

ALL FARM PRODUCTS WHETHER NOW OWNED OR HEREAFTER ACQUIRED, INCLUDING, BUT NOT LIMITED TO PURCHASE MONEY INTEREST IN CATTLE, PRODUCTS AND PROCEEDS THEREOF. ALL ACCOUNTS, INCLUDING BUT NOT LIMITED TO CASH, ACCOUNTS RECEIVABLES, AND COMMODITY ACCOUNTS RELATED TO ABOVE FARM PRODUCTS.

Additional Filer Reference

6988390

UCC FINANCING STATEMENT

Indiana Secretary of State
201000006255192
Jul 26 2010 3:15PM

NAME OF CONTACT AT FILER
UCCDIRECT SERVICES

EMAIL ADDRESS
SOSACK@UCCDIRECT.COM

INITIAL FINANCING STATEMENT FILE #

200600000011070

CONTINUATION Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

NAME OF PARTY OF RECORD AUTHORIZING THIS AMENDMENT

ORGANIZATION'S NAME
THE FIRST BANK AND TRUST CO.

Additional Filer Reference

IN-0-42408670

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
NEW ALBANY DIVISION

IN RE:	)	
	)	
THOMAS P. GIBSON and PATSY M. GIBSON,	)	CASE NO. 10-93867-BHL-7
	)	
	)	
Debtors.	)	

CORRECTED AGREED ENTRY PARTIALLY GRANTING MOTION FOR STAY RELIEF

The First Bank and Trust Company ("First Bank"), by counsel and Kathryn L. Pry, Chapter 7 Trustee of the Estate of Thomas P. Gibson and Patsy M. Gibson (the "Trustee"), by counsel, for their Agreed Entry Partially Granting Motion for Stay Relief hereby agree as follows:

1. This Court has jurisdiction over the subject matter of this Motion pursuant to 28 U.S.C. §1334 and §362, and this is a core proceeding within the meaning of 28 U.S.C. §157(b)(2).

2. The Debtors' case was commenced by the filing of their voluntary petition on December 1, 2010 (the "Petition Date"), under Chapter 7 of the Bankruptcy Code.

3. First Bank filed its Motion for Relief from Stay and for Abandonment on January 28, 2011 (the "Motion").

4. Thomas P. Gibson and Patsy M. Gibson (the "Gibsons") entered into Promissory Notes and Security Agreements dated December 17, 2009, and June 17,

2010, pursuant to a Loan Commitment dated December 17, 2009 (collectively referred to as the "Loan Documents"), with First Bank evidencing the renewal of a line of credit for the purpose of financing the purchase of cattle and hedging commodities from time-to-time. First Bank asserts a security interest in farm products and livestock, among other things. First Bank alleges that it perfected its security interest by filing a UCC statement with the Indiana Secretary of State.

5. First Bank loaned money from time-to-time directly to the Gibsons for the alleged purpose of enabling the Gibsons to purchase cattle. Consequently, First Bank asserts that it has a purchase-money security interest in those cattle.

6. At the present time, First Bank is in possession of approximately 1,300 head of cattle with an estimated value of $853,775.00 which First Bank asserts were surrendered to First Bank by the parties in possession prior to the filing of the petition herein (the "Cattle"). First Bank has now assumed control and direct supervision of the Cattle. First Bank has alleged that it has incurred additional costs in connection with the feeding and care of the Cattle since the Petition Date estimated at $170,755.00 and will continue to incur such costs until such time as the Cattle are sold.

7. Once cattle reach a certain weight, no further weight gain is likely. Thus, the optimum time to sell cattle is at the point where they attain their maximum weight since retaining cattle after that date will result in incurring additional costs for their care and feeding without any corresponding gain in their market value. At the present time, approximately 1,000 head are ready to be sold and the remaining Cattle will attain their maximum weight over the next several months.

8. The Trustee has filed an objection to the Motion based on the Trustee's assertion that she requires additional time to determine whether the Cattle may constitute "inventory" within the meaning of the Indiana Uniform Commercial Code, in which event the Trustee asserts that First Bank may not have a perfected security interest based on a financing statement that lists farm products and which does not list inventory. James M. Knauer, as trustee for the chapter 11 estate of Eastern Livestock Co., LLC ("Eastern Livestock Trustee") and Fifth Third Bank have each also filed an objection to the Motion, joining the arguments raised by the Trustee and further asserting that Eastern Livestock Co.. LLC may assert ownership of or rights in and to the Cattle. An objection was also filed by Intrust Bank joining the arguments raised by the Trustee and asserting that it has rights in and to the Cattle or the proceeds thereof. Intrust Bank and Superior Livestock have also filed financing statements against the Debtors and may assert an interest in the Cattle. Depending on who is determined to be the actual owner of the Cattle, Fifth Third Bank may assert a lien or security interest in the Cattle.

9. First Bank further asserts that, even if the Trustee's belief that the Cattle may constitute inventory is correct, it still has a perfected security interest in the Cattle by reason of its possession of the Cattle and/or on the basis that such "inventory," if any, constitutes proceeds of its security interest in farm products.

10. Notwithstanding the Trustee's present objection, the Trustee nevertheless agrees that it is in the best interest of the estate that the Cattle be sold and that First Bank is entitled to be reimbursed for the expenses it has incurred and will continue to

incur in connection with the feeding and care of the Cattle since the Petition Date and for the reasonable expenses of sale of the Cattle.

IT IS, THEREFORE, AGREED that First Bank, on behalf of the Trustee, in its reasonable business judgment, is authorized to sell and deliver to a bona fide third-party purchaser any Cattle that are ready to be sold under normal industry practice, and that such third-party purchaser takes such Cattle free and clear of all liens, encumbrances, claims of recoupment, or other claims against the Cattle pursuant to 11 U.S.C. §363, which liens and interests shall attach to the proceeds of such sales.

IT IS FURTHER AGREED that First Bank may deduct from the proceeds of such sale, and apply such amount to the charges, expenses, and fees associated with the care and feeding of the Cattle from the Petition Date to the date such Cattle are sold. Such expenses include: federal and state beef check-off fee; livestock insurance; veterinarian inspection fees; expenses, charges, and fees necessary to maintain the health and reasonable market value of the Cattle; feed bills; any freight or transportation costs for hauling livestock; and, the reasonable expenses of sale of the Cattle. The deductions referenced herein shall be referred to as the "Deduction Amount."

IT IS FURTHER AGREED that the proceeds of any particular sale in excess of the Deduction Amount shall be delivered to the Trustee to be held by the Trustee in accordance with the provisions of this Agreed Entry, with all liens, encumbrances, claims, or interests to attach to the proceeds of the sale, and with any distribution to occur pursuant to further order of this Court. First Bank's liens shall attach to the

proceeds so that First Bank shall have liens on the proceeds, to the same extent, validity, and priority as were its liens in the Cattle prior to the sale and relinquishment of possession to any third parties. Any lien that First Bank may have in the proceeds shall not be adversely impacted by its voluntary relinquishment of possession of the Cattle.

IT IS FURTHER AGREED that if the Trustee desires to object to the relief requested in the Motion on the grounds that the Cattle which are the subject of the Motion constitute inventory, the Trustee shall file a further objection to such relief no later than May 2, 2011. Any other party that asserts that it has a security interest in or lien upon or ownership or other interest in the Cattle superior to the lien of First Bank must also file an objection no later than May 2, 2011 asserting such interest or lien. Upon request of a party, the party to whom such request is directed shall produce documents relied upon to support the grounds stated in the objection or in support of the allegations made in the Motion within 14 days of such request.

IT IS FURTHER AGREED that all parties reserve all rights and defenses as to all issues other than the limited relief from the automatic stay provided in this Agreed Entry.

IT IS FURTHER AGREED that First Bank's Motion for Relief from Stay and for Abandonment [Doc. 108] shall be set for final hearing on May 20, 2011 at 10:00 a.m. (the "Final Hearing").

IT IS FINALLY AGREED that on or before seven days prior to the Final Hearing, any party wishing to participate in the Final Hearing shall file with the Court a list setting

forth a list of witnesses that such party intends to call for testimony at the Final Hearing and a list of exhibits upon which such party intends to rely at the Final Hearing.

AGREED TO BY:

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Attorneys for Fifth Third Bank

CERTIFICATE OF SERVICE

I hereby certify that on February 18, 2011, a true and correct copy of the foregoing Agreed Entry Partially Granting Motion for Stay Relief was filed electronically. Notice of this filing will be sent to the following parties through the Court's Electronic Case Filing System. Parties may access this filing through the Court's system.

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I further certify that on February 18, 2011, a copy of the foregoing Agreed Entry Partially Granting Motion for Stay Relief was mailed by first-class U.S. Mail, postage prepaid, and properly addressed to the following:

Park Community Federal Credit Union
P. O. Box 18630
Louisville, KY 40261

/s/ Bret S. Clement
Bret S. Clement

Southern District of Indiana
Claims Register

10-93904-BHL-11 Eastern Livestock Co., LLC

Judge: Basil H. Lorch, III **Chapter:** 11

Office: New Albany **Last Date to file claims:** 05/02/2011

Trustee: James A. Knauer **Last Date to file (Govt):**

Creditor: (11087661) The First Bank and Trust Company c/o Ayres Carr & Sullivan, P.C. 251 East Ohio Street, Suite 500 Indianapolis, IN 46204-2184	**Claim No: 252** *Original Filed Date*: 11/07/2011 *Original Entered Date*: 11/07/2011	*Status:* *Filed by:* AT *Entered by:* Carr, John *Modified:*

Secured claimed: $6935497.88

Total claimed: $6935497.88

History:

Details	252-1	11/07/2011	Claim #252 filed by The First Bank and Trust Company, total amount claimed: $6935497.88 (Carr, John)

Description:

Remarks:

Claims Register Summary

Case Name: Eastern Livestock Co., LLC
Case Number: 10-93904-BHL-11
Chapter: 11
Date Filed: 12/06/2010
Total Number Of Claims: 1

	Total Amount Claimed	Total Amount Allowed
Unsecured		
Secured	$6935497.88	
Priority		
Unknown		
Administrative		
Total	**$6935497.88**	**$0.00**