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| **COMMODITY CROP RECEIPT** | | | | | | |
|  | | | | | | |
| Date of issue: | | | *[insert date]* | | Place of issue: | city*\_\_\_\_\_\_\_\_*, Ukraine |
|  | | | | | | |
| This document of title issued by the debtor in favor of the creditor as indicated below in accordance with the provisions of the Law of Ukraine "On Crop Receipts" of November 6, 2012 №5479-VI, as amended (hereinafter - the "Law"), is a commodity crop receipt (hereinafter - "Crop Receipt"). | | | | | | |
|  | | | | | | |
| **Debtor:** | | | | | **Creditor:** | |
| *[name],*  *[address of residence / location],*  *[Company code / taxpayer number]*  (hereinafter - "Debtor"). | | | | | *[name],*  *[address of residence / location],*  *[Company code / taxpayer number]*  (hereinafter - "Creditor"). | |
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| **SECTION I. BASIC CONDITIONS** | | | | | | |
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|  | | The Crop Receipt underlying agreement: | | This Crop Receipt is issued by the Debtor *[as a performance security of]* obligations under the Agreement *[specify name / type of contract]* № *[specify contract number]* of *[specify contract date]* concluded between the Debtor and the Creditor. | | |
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|  | | Unconditional Obligation: | | This Crop Receipt establishes unconditional obligation of the Debtor, secured by the collateral *[and surety],* to make a delivery in favor of the Creditor of *[indicate the name of the agricultural product that is the subject of delivery]* (hereinafter referred to as the “Goods”) in the quantity and quality given in Appendix №1. | | |
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|  | | Time of performance: | | *[insert date]* year. | | |
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|  | | Terms and Place of Performance: | | Delivery of Goods to fulfill the unconditional obligation under the Crop Receipt (hereinafter - "Delivery") is carried out by the Debtor on the terms *[letter abbreviation of the relevant rule of the basis of terms of delivery]* according to the rules *[name of the collection of rule bases, for example Incoterms 2000, 2010]*, place of delivery -*[name of warehouse / elevator / port / railway station]* located at *[elevator location]*. | | |
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|  | | Pledge: | | To secure its obligations under the Crop Receipt, the Debtor pledges (hereinafter - "Pledge") the future harvest *[name the farm produce used as a pledge, same as Goods that are the subject of delivery]* (hereinafter - "Subject of Pledge") grown on land plots located in *[specify district name]* district of [oblast name] oblast, [[owned by the Debtor by virtue of *[document certifying ownership title to the land*]] and / or [leased or otherwise used by the Debtor on the basis of lease agreements or other transactions]], according to the list given in Annex №2 (hereinafter - "the Land Plots").  On the day of harvest, the subject of the Pledge becomes the corresponding volume of harvested farm produce in the total amount of not less *[specify number]* *[specify units of measurement - tons / kilogram / liters / pieces / heads / other]]*, grown on the Land Plots.  *[The Pledge shall also apply to the future harvest of other farm produce grown or to be grown by the Debtor on the Land, as well as all harvested farm produce grown on the Land Plots.]*  On the date of issuance of this Crop Receipt, the value of the Subject of Pledge is estimated at UAH *[indicate the value of the future harvest excluding VAT]*, without VAT. | | |
|  | | | | | | |
|  | | Secured Claims: | | *Secured Claims details:* The Pledge secures all Creditor's claims to the Debtor to fulfill each and all of its delivery obligations under the Crop Receipt in such amount, in such currency, within such term and in such order as established in the Crop Receipt (hereinafter - "Secured Claims"). The Creditor’s claims secured by the Pledge include (but are not limited to) the following:  (i) Delivery under the Crop Receipt as provided in paragraphs *[2]* *(Unconditional obligation), [3]* *(Term of performance) and [4]* *(Terms and place of performance)* specified above;  (ii) [reimbursement of the Creditor's expenses to complete crop growing works and / or eliminate breaches in the farming technology for producing agricultural produce, as provided in paragraph *[13]* (Completion of Future Crops Production) below;  (iii) reimbursement of the Creditor's expenses related to obtaining the notary enforcement writ, as specified in paragraph *[28]* (Expenses for the Notary Enforcement Writ) below;  (iv)] payment of penalties, as provided by current legislation [and in paragraph [22] (Penalties) below].  *Term of Fulfillment of the Obligation:* Each Secured Claim has a term established for it by the relevant provisions of the Crop Receipt.  *Secured Claims Value:* The Pledge secures the full value of the Secured Claims, regardless of what this value may be at any time during the term of this Crop Receipt. Without limiting the above, on the date of issuance of this Crop Receipt, the value of the Secured Claims is equal to *[amount in UAH without VAT]* (hereinafter - the "Estimated Value"), which is the value of the right of claim under this Crop Receipt on the day of its issuance for accounting purposes. | | |
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|  | | Endorsement: | | Creditor is *[not]* entitled to assign its rights under the Crop Receipt *[without the prior written consent of the Debtor] / [in the absence / presence of the following conditions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_]* to any third party *[(except [specify the name of the specific individual or legal entity to whom the rights can be assigned])]* by making an Inscription of Assignment. Change of the Debtor under the Crop Receipt is not allowed. | | |
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| **SECTION II. ADDITIONAL CONDITIONS** | | | | | | |
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|  | | Debtor's Guarantees: | | The Debtor represents, acknowledges and guarantees that:  (i) the future harvest of agricultural produce, which is the Subject of the Pledge under the Crop Receipt, is not alienated in any way and is not encumbered in favor of other individuals or legal entities, including under other Crop receipts, and is not the disputed (including in court); is not seized (arrested) and / or bailed, and no third parties have any interest in it;  (ii) The subject of the Pledge is not encumbered by any debts or obligations *[except as a security against fulfillment by the Debtor's of obligations under crop receipts, issued earlier, namely: [provide information on such crop receipts]]*;  (iii) The Debtor has the right *[of ownership and / or to use]* to the Land Plots and is entitled to issue this Crop Receipt;  (iv) The debtor is not aware of any disputes concerning his rights to use the Land Plots for growing of agricultural produce; and  (v) The creditor and / or his representatives will have unimpeded access to the places of growing and storage of the Subject of Pledge. | | |
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|  | | Insurance: | | The Debtor is *[obliged / entitled]* at its own expense to insure in favor of the Creditor the future harvest and / or the harvested crop, which is the Subject of Pledge, having previously agreed in writing with the Creditor the list of insurance cases and the insurance company. | | |
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|  | | Production Technology: | | The Debtor undertakes to comply with the agrotechnology specified in Annex №3 for growing produce on the Land Plots. In the event of a dispute between the Debtor and the Creditor regarding the Debtor's compliance with the technology of growing the Subject of Pledge, they will seek *[recommendation / dispute resolution]* tfrom the following person: *[[name or title of the person who will resolve the technology dispute] or [the person whose candidacy will be additionally agreed between the Debtor and the Creditor, and in case of disagreement of any candidacy - the dispute will be resolved in court] - choose what applies]*.  It is considered appropriate and sufficient to contact the specified authorized person (in order to determine whether the Debtor has complied with the technology of growing the Subject of Pledge) of any of the parties to the dispute (either the Debtor or the Creditor). | | |
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|  | | Marketing Year: | | The marketing year of the produce that is the Subject of Pledge begins *[specify date, specify month]* and lasts for/until *[one calendar year / other time period]*. | | |
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|  | | Monitoring: | | Monitoring of the Subject of Pledge is done by the Creditor in any of the ways listed in Article 8 of the Law during *[[the entire term of this Crop Receipt] or [other] - select what applies]*. | | |
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|  | | Completion of Future Crops Production: | | Where the Creditor completes growing of the future produce, as provided for by Article 8 of the Law, the Debtor reimburses to the Creditor all documented costs for such productions (including costs for harvesting, transportation and storage of products, etc.) within *[ten days]* term from the date of receipt of the corresponding written notification from the Creditor delivered to the Debtor’s address specified in the Crop Receipt *[by e-mail, fax, registered mail or courier, otherwise: \_\_\_\_\_\_\_\_\_\_\_\_\_]*, | | |
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|  | | Harvesting and Storage: | | The Debtor is *[not]* obliged to notify the Creditor in writing on his intention to start harvesting from the Land Plots and the place of storage of harvested crops *[no later than [three] calendar days]* before harvesting. Unless otherwise agreed between the Debtor and the Creditor, the products harvested by the Debtor, which are the Subject of Pledge under the Crop Receipt, shall be stored at the address specified in Annex №3. | | |
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|  | | Interference / Obstruction of Business Activity: | | The Debtor acknowledges and agrees that the following Creditor’s actions will not be considered as interference or obstruction of the Debtor's business activities:  (i) suspension of the Debtor's illegal actions of harvesting from the Land Plots in the event that such harvesting has been initiated without Creditor’s prior written notice as provided in paragraph *[14]* (Harvesting and Storage) specified above;  (ii) suspension of the Debtor's illegal actions of harvesting from the Land Plots and / or transporting the crops harvested from the Land Plots to a place of storage different from the one specified in this Crop Receipt *[without the prior written consent of the Creditor]*. | | |
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|  | | Crop Loss: | | Unless the Debtor and the Creditor agree otherwise, in the event of the Crop Loss, the future harvest of which is the Subject of Pledge, the consequences provided by Article 7 of the Law shall apply.  The Crop Loss on the Land Plots shall be considered the presence of the formed crop yield at a level below *[10]*% of the overall expected harvest specified in Annex №1, *[determined by the biological method according to the method of determining the economic yield of major crops]*, as well as the presence of at least one separate land plot from the Land Plots with by *[30%]* fewer plants per unit of area (hectare) than is usual for the region of location of such land plot. | | |
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|  | | Insufficient Crops: | | In case of insufficiency of crops specified above in paragraph *[5]* (Pledge) for meeting the Debtor's obligations under the Crop Receipt in full at the expense of such agricultural produce (i.e. Secured Claims), the following consequences *[[provided for in Article 7 of the Law] or [established by agreement of the Debtor and the Creditor, namely - \_\_\_\_\_\_\_\_\_\_\_\_\_\_]* shallapply *[choose what applies]*. | | |
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|  | | Partial Settlement: | | Crop Receipt is *[not]* subject for a partial settlement. The minimum amount of the partial settlement of the Crop Receipt: *[is not applicable] or [not established] or [is \_\_% of the Total Quantity specified in Appendix №1 – choose what applies].*The provisions of this paragraph are without prejudice to the Creditor’s rights to accept a partial settlement in smaller amount than the minimum amount specified above. | | |
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|  | | Alienation of the Subject of Pledge: | | The Debtor may not, without the written consent of the Creditor, alienate (by sale, transfer, exchange, etc.) the Subject of Pledge until obligations under this Crop Receipt are fully settled. | | |
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|  | | Subsequent Pledge: | | The subsequent pledge of the future crops, which serve as a Subject of Pledge for this Crop Receipt, and / or the next pledge of any other future crops from the Land Plots is *[not]* allowed *[without the prior written consent of the Creditor]* until the Debtor fully settles its obligations to the Creditor under this Crop Receipt. | | |
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|  | | Presumptions: | | Any agricultural produce of the Debtor shall be considered harvested from the Land Plots and therefore the Subject of Pledge, unless the Debtor provides evidence to the contrary. | | |
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|  | | Penalties: | | *[Penalty for Non-Performance of the Main Obligation.* In case of non-fulfillment (incomplete fulfillment) of obligations of settlement under this Crop Receipt, as provided in paragraphs *[2]* *(Unconditional commitment),[3]* *(Deadline) and [4]* *(Terms and Place of Performance)* specified above, the Debtor in *[three day]*  term shall pay the Creditor a penalty in the amount of *[15]*% of the Estimated Value specified in paragraph *[6] (Secured Claims)* of this Crop Receipt.*]*  *[Penalty for growing other (uncoordinated/unauthorized) products on Land Plots.* In the case of cultivation of other agricultural products on Land plots different from those crops specified in Appendix №1, which resulted in *(or may lead to)* a failure by Debtor to fulfill the main obligation under this Crop Receipt, the Debtor shall pay to the Creditor a penalty in the amount of *[100]*% of Estimated Value specified in paragraph *[6] (Secured Claims)* of this Crop Receipt, during *[three days]* from the moment when the Creditor sends the corresponding written request to the Debtor’s address specified in the Crop Receipt *[by e-mail, fax, registered mail or courier]*, but in any case not later than the period specified in paragraph *[3]* *(Time of Performance)* above. *]*  *[Penalty for Unauthorized Harvesting.* In case of harvesting crops on the Land Plots started without a written notice to the Creditor as provided in paragraph *[14]* (Harvesting and Storage) specified above, the Debtor shall pay the Creditor a penalty in the amount of *[50]*% of the Estimated Value specified in paragraph *[6] (Secured Claims)* of this Crop Receipt. within *[three day]* term.  *[Penalty for Unauthorized Transportation of the Subject of Pledge and / or its Storage in an Unapproved Place.* In case of transportation of the crops harvested, which are the Subject of Pledge, to another place of storage without a prior written consent of the Creditor, the Debtor shall pay the Creditor a penalty in the amount of *[100]*% of Estimated Value specified in paragraph *[6] (Secured Claims)* of this Crop Receipt within *[three day]* term  *[Fine.* In case of failure to fulfill (incomplete fulfillment of) obligations to pay the funds under this Crop Receipt, the Debtor pays the Creditor a fine in the amount of *[double]* discount rate of the NBU annual interest rate, in effect at the time (during the term) of such violation, accrued on the amount of shortfall under such obligations for each day of the delay.*]*  *[Indexation, Additional Fine and Interest.* In case of a delay of any payment under the Crop Receipt for more than *7 (seven)]* calendar days, the Debtor pays the Creditor in addition to the amount of the debt, the inflation accruals based on inflation index for the entire period of overdue payment, and a penalty of *[10]%* of the unpaid / overdue amount, as well as the interest for using other people’s money in the amount of *[24]*% *of annual interest* (according to paragraph 2. Article 536, paragraph 3. Article 692, paragraph 5. Article 694, Article 695, the Civil Code of Ukraine) starting from the date specified in this Crop Receipt as the term of such payment.*]*  *[Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.]* | | |
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|  | | Additional Pledge: | | Additional collateral of Debtor's *[movable /* immovable] property (if any), which is provided by the Debtor to the Creditor as an additional security of the Creditor’s claims under this Crop Receipt, shall be arranged via a separate *[collateral / mortgage]* agreement. | | |
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|  | Additional Obligations of the Debtor: | | | After harvesting the Debtor shall:  (i) receive a quality certificate for the Subject of Pledge;  (ii) ensures the safekeeping of the Subject of Pledge in the place of storage, as provided in paragraph *[14]* (Harvesting and Storage) specified above, *[including obtaining a double warehouse certificate and delivery to the Creditor of the mortgage (warrant) part within [three] working days from the date of transfer to storage]*; and  (iii) pay for all storage-related services, including the acceptance, processing and shipment of the Subject of Pledge to the place of storage. | | |
|  | Settlement by transferring warehouse receipts | | | Under agreement between the Debtor and the Creditor, the fulfillment of obligations under this Crop Receipt may be carried out by transferring warehouse receipts to the Creditor. | | |
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|  | | Guarantee: | | Obligations under this Crop Receipt are *[not]* secured by a guarantee from a financial institution *[listed below on the page for signing (hereinafter - the "Guarantor")]*. | | |
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|  | | Expenses for the Notary's Enforcement Writ: | | In case of issuance of the enforcement writ by the notary on this Crop Receipt, the Debtor, shall reimburse the Creditor all documented expenses for getting this enforcement writ within *[ten days]* from the date of sending the appropriate written notification by the Creditor to the Debtor’s address specified in the Crop Receipt *[by e-mail, fax, registered mail or courier, otherwise: \_\_\_\_\_\_\_\_\_\_\_\_\_]*. | | |
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|  | Taxes: | | | In case of payments under this Crop Receipt made in favor of a Creditor who is a non-resident of Ukraine, the non-resident’s withholding tax on revenues originated from Ukraine is deducted from the amount of the Payment in accordance with the current legislation and international treaties of Ukraine. Therefore, the amount payable is reduced by the amount of withholding tax. | | |
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|  | | Other: | | *[add if available]* | | |
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| **Section III. FINAL PROVISIONS** | | | | | | |
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|  | | Advisal of Rights: | | By signing this Crop Receipt *[each]* signatory acknowledges that he/she has read and understood all the provisions of this Crop Receipt, and legal consequences of this document, that is corresponds to his/her real intentions, he/she has no objections to any part of this Crop Receipt, the content of which corresponds to the current legislation and contains all information on the relationship between the Debtor *[and Guarantor]* and the Creditor; the notary explained the meaning of signing this Crop Receipt and all provisions of the current legislation governing the relations under crop receipts; and that for certification of this Crop Receipt all relevant documents, which are of their final and current version have been made available. | | |
|  | | | | | | |
|  | | Signature: | | By signing the Crop Receipt the Debtor *[and Guarantor]* acknowledges that the issuance of the Crop Receipt reflects his/her free will, the Debtor *[and Guarantor]* is not under the influence of difficult circumstances, is not mistaken with regard to any circumstances of significance (nature of the Crop Receipt, rights and obligations of the Debtor *[and Guarantor]* and the Creditor, other conditions of the Crop Receipt), and that provisions of the Crop Receipt are favorable for him/her. The Debtor *[and Guarantor]* accepts the risk of non-fulfilling the provisions of the Crop Receipt due to significant change in the circumstances that the Debtor *[and Guarantor]* relied upon while issuing this Crop Receipt. On behalf of the Debtor this Crop Receipt is signed by his/her *[manager / representative / other authorized signatory]* *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*, which acts on the basis *[statute / power of attorney / other document: \_\_\_\_\_\_\_\_\_\_\_\_]*, whose identity has been established and the authority verified. *[On behalf of the Guarantor, this Crop Receipt is signed by his/her [manager / representative/ other authorized signatory] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of [statute / power of attorney/ other document: \_\_\_\_\_\_\_\_\_\_\_\_], whose identity has been established and authority verified.]*  *[[The Crop Receipt is not subject to signing by the Creditor.]* ***OR*** *[By signing the Crop Receipt, the Creditor confirms that he/she has received the original copy of the Crop Receipt. On behalf of the Creditor, this Crop Receipt is signed by his/her [manager / representative/ other authorized signatory] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of [statute / power of attorney/ other document: \_\_\_\_\_\_\_\_\_\_\_\_], whose identity has been established and the authority verified.]]* | | |
|  | | | | | | |
|  | | Amendments: | | Unless otherwise provided by the legislation of Ukraine in effect at that time, the relations arising under this Crop Receipt may be amended by closing a separate agreement between the Debtor *[and Guarantor]* and the Creditor and recording these changes in the Crop receipts register. | | |
|  | | | | | | |
|  | | Registrations in Registers: | | The Crop Receipt shall be considered issued from the date of its registration in the Crop Receipts Register and is valid until its full settlement. Information on the Pledge under the Crop Receipt shall be recorded in the State Register of Encumbrances on Movable Property. | | |
|  | | | | | | |
|  | | Registration Costs: | | The costs associated with issuing this Crop Receipt are paid by *[[the Debtor] / [the Creditor] / [Debtor and Creditor in equal portions] / [Debtor and Creditor in the following ratio: \_\_\_% - Debtor and \_\_\_% - Creditor] – choose what applies]*. | | |
|  | | | | | | |
|  | | Settlement of the Crop Receipt: | | By signing this Crop Receipt, the Debtor certifies that he/she has informed the Creditor of the latter's obligation, stipulated by Article 12 of the Law, to make the inscription "Settled" on the Crop Receipt confirmed by the signature and seal of the Creditor, and to return this Crop Receipt to the Debtor within 3 (three) working days upon receipt from the Debtor *[and / or Guarantor] of* thefull settlement of obligations under this Crop Receipt; the Creditor has been also notified on the consequences of non-fulfillment of this obligation according to Article 13 of the Law. | | |
|  | | | | | | |
|  | | Language and Copies: | | The Crop Receipt is issued in the Ukrainian language in two copies having equal legal force, one of which is intended to be kept within files of the case \_\_\_\_\_\_\_\_\_\_\_\_\_ by *[public / private]* notary *[name of the state notary office]* \_\_\_\_\_\_\_\_\_\_ notarial district,, and the other copy is given to the Creditor. | | |
|  | | | | | | |
| ***The signature page follows Appendices №1, №2 and №3*** | | | | | | |

***Appendix №1***

**Quantity, Quality and Total Cost of Agricultural Products,**

**to be delivered to the Creditor under this Crop Receipt**

1. Quantity of goods: *[XXX]* *[specify units of measure - ton / kilogram / liter / piece / head / other]*.
2. The goods to be transferred in accordance with this Crop Receipt shall meet the following quality requirements: *[Indicated [name of one of the types of products with indication of its HS codes of group I and II* [*http://ares.ua/uk/codesearch*](http://ares.ua/uk/codesearch)*]* *and requirements to the quality of agricultural products by listing them or indicating state standards]*.

*[До поставки Товару в рахунок виконання зобов’язань за цією Аграрною розпискою прирівнюється передача [назва с/г продукції, яка є предметом поставки] іншої (ніж зазначена в цьому пункті вище) якості в обсязі, що розраховується згідно з формулою:*

*[The delivery [of the name of agricultural products, which is the subject of delivery] of another (than specified in this paragraph above) quality in the amount calculated according to the formula is equated to the delivery of the Goods on the account of fulfillment of obligations under this Crop Receipt*

***1 [unit of measure] (1st class) = [X] [units of measure] (2nd class) = [Y] [units of measure] (3rd class) = [Z] [units of measure] [4th class) = [XX] [units] (5th class) = [YY] [units] (6th class)****]*

1. Unless the Debtor and the Lender agree otherwise in writing, the value of one *[specify unit of measure - tons / kilogram / liter / piece / head / other]* *[name of agricultural products that are the subject of delivery]* (excluding VAT),*[depending on its quality (class),]* is:

*[if price is fixed]*

* *[specify price]* UAH (*[1st]* class);
* *[[specify price] UAH ([2nd] class);]*
* *[[specify price] UAH ([3rd] class);]*
* *[[specify price] UAH ([4th] class);]*
* *[[specify price] UAH ([5th] class);]*
* *[[specify price] UAH ([6th] class).]*

*[or if the price is variable - depending on future market prices for the Goods]*

* *[the price per unit of the Goods approved as of [insert date of price calculation] according to the data of the independent trade organization \_\_\_\_\_\_\_\_\_\_\_\_\_, published on its website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_].*

1. The final total value of Goods to be delivered under this Crop Receipt is calculated according to the following formula.

**Calculation formula: S = K x P *[x (E2 / E1)]***

where:

**S** - total final value of Goods, UAH;

**K** - the total quantity of Goods specified in paragraph 1 of this Appendix *[(subject to the provisions of paragraph 2 in the case of the supply of agricultural products of a different quality)]*;

**P** - price 1 *[specify unit of measure - tons / kilogram / liter / piece / head / other]* of agricultural products indicated in the coefficient K of appropriate quality (determined according to the price indicators specified in paragraph 3 of this Appendix), in UAH, excluding VAT;

**[**[if the amount of payment depends on the foreign exchange rate -

[E1 - the selling price [foreign currency], according to [site with exchange rates], as of [date of price recalculation, not later than the Due Date specified in paragraph 3 of the Crop Receipt];

**E2** - the selling price [foreign currency], according to [exchange rate site], as of [starting date to which the price calculation is linked, for example, the Date of Issue of this Crop Receipt]].

***Appendix №2***

**List of Land Plots on which agricultural produce is grown, the future harvest of which is pledged under this Crop Receipt**

Plots located at: *[specify address 1]* (hereinafter referred to as "Address 1")

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| # | Owner / Landlord | Cadastral number | Number and date of the document on the basis of which the Debtor is the owner or lessee of the land | The date on which the Debtor's rights terminate | Date of State Registration of the Debtor's right | Entry number in the state Register of Rights on Immovable Property | Land area (ha) |
| *1* | *2* | *3* | *4* | *5* | *6* | *7* | *8* |
| 1 | ... | ... | ... | ... | ... | ... | … |
| 2 | ... | ... | ... | ... | ... | ... | … |
| ***The total area of ​​land at Address 1, (ha)*** | | | | | | | … |

Plots located at: *[specify address 2]* (hereinafter - "Address 2")

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| # | Owner / Landlord | Cadastral number | Number and date of the document on the basis of which the Debtor is the owner or lessee of the land | The date on which the Debtor's rights terminate | Date of State Registration of the Debtor's right | Entry number in the state Register of Rights on Immovable Property | Land area (ha) |
| *1* | *2* | *3* | *4* | *5* | *6* | *7* | *8* |
| 1 | ... | ... | ... | ... | ... | ... | … |
| 2 | ... | ... | ... | ... | ... | ... | … |
| ***The total area of ​​land at Address 2, (ha)*** | | | | | | | … |

**Total area of ​​all land plots on which the future harvest will be grown (ha): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

***Appendix №3***

**Production Technology**

The Debtor undertakes to follow the agricultural technology for production of [name of one of the types of produce with indication of its HS codes of groups I and II <http://ares.ua/uk/codesearch>] on the Land Plots, as described below:

*[Indicate the agrotechnology of growing agricultural produce agreed between the Debtor and the Creditor, the future harvest of which is the Subject of Pledge, including, for example:]*

|  |  |  |
| --- | --- | --- |
| ***№*** | ***Action*** | ***Deadline*** |
| *1* | *Soil tillage [indicate the number of times]* | *By [insert date]* |
| *2* | *Pre-sowing cultivation* | *By [insert date]* |
| *3* | *Sowing [specify type and variety of product] with seeding density [specify quantity] pcs. with application [specify the amount and type of fertilizer per hectare of area]* | *By [insert date]* |
| *4* | *Apply the following plant protection products [indicate the type and amount / volume of application per hectare of area]* | *During [specify number of days after sowing]* |
| *5* | *Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* | *By [insert date]* |
| *6* | *Start harvesting [using own equipment]* | *By [Insert date]* |
| *7* | *Complete harvesting* | *By [insert date]* |
| *8* | *Transport the harvested crops for storage to the storage location [made known to / agreed with the Creditor], namely: [specify the type, ownership and address of storage areas]]*. | *During [specify number of hours / days after harvesting]* |

|  |  |
| --- | --- |
| **SIGNING PAGE** | |
|  | |
| **DEBTOR**  *[specify name]*  Address: [location / residence]  Code: *[insert company code / taxpayer number]*  Bank account: *[specify account number]*  Bank: *[specify bank name]*  Bank sorting code: *[specify code]*  Tel.: *[specify phone number]*  Fax: *[specify fax number]*  Email: *[specify email]*  [Director / Representative / Authorized Signatory / Personally]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[specify name]* | **CREDITOR**  *[specify name]*  Address: [location*/residence]*  Code *[insert company code / taxpayer number]*  Bank account: *[specify account number]*  Bank: *[specify bank name]*  Bank sorting code: *[specify code]*  Tel.: *[specify phone number]*  Fax: *[specify fax number]*  Email: *[specify email]*  [Director / Representative/ Authorized Signatory / Personally]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[specify name]* |
|  | |
| **I GUARANTEE**  *[Name of the financial institution]*  Address: [specify location]  Code: *[insert company code]*  Bank account: *[specify account number]*  Bank: *[specify bank name]*  Bank sorting code: *[specify code]*  Tel.: *[specify phone number]*  Fax: *[specify fax number]*  Email: *[specify email]*  [Director / Representative / Authorized Signatory]  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[specify name]* |  |

**[NOTARY’S CERTIFICATION INSCRIPTION – choose which applies]**

***[Option A-1 - without a guarantor, the debtor is a legal entity]***

City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ region, Ukraine, *[date]* year.

This Commodity Crop Receipt is certified by me, *[surname, initials]*, a notary *[public / private]* of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ notarial district.

The Crop Receipt is signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, *[director / representative] [name of the Debtor]* in my presence.

Identities of the signatories of the document and their competence is verified, as well as the legal capacities of *[name of the Debtor]* and the authority of their representatives.

This Commodity Crop Receipt is subject to registration in the Crop receipts register.

Registered under № \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fees collected per agreement.

*[Private / public]* notary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Surname, initials]*

***[Option A-2 - without a guarantor, the debtor is an individual or sole proprietor]***

*[ADD]*

***[Option B-1 - with guarantor and / or creditor - all legal entities]***

City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ region, Ukraine, *[date]* year.

This Commodity Crop Receipt is certified by me, *[surname, initials]*, a notary *[public / private]* of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ notarial district.

The Crop Receipt is signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, *[director / representative] [name of the Debtor]* in my presence.

Identities of the signatories of the document and their competence is verified, as well as the legal capacities of *[name of the Debtor]* and *[name of the Guarantor / Creditor]* and the authority of their representatives.

This Commodity Crop Receipt is subject to registration in the Crop receipts register.

Registered under № \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fees collected per agreement.

*[Private / Public]* notary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Surname, initials]*

***[Option B-2 - with guarantor and / or creditor, debtor or creditor is an individual or sole proprietor]***

*[ADD]*