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| COURT | COURT OF KING'S BENCH OF ALBERTA |
| JUDICIAL CENTRE OF | CALGARY |
| PLAINTIFF | COMPEER FINANCIAL, PCA |
| DEFENDANTS | SUNTERRA FARMS LTD., SUNWOLD FARMS LIMITED, SUNTERRA ENTERPRISES INC., RAY PRICE and DEBBIE UFFELMAN |
| DOCUMENT | AFFIDAVIT |
| ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING DOCUMENT | Blue Rock Law LLP<br>700-215 9 Avenue SW<br>Calgary AB T2P 1K3<br>Attention: Scott Chimuk; David Mann KC<br>Phone: (587) 390-7041<br>Fax: (825) 414-0831<br>Email Address: scott.chimuk@bluerocklaw.com; david.mann@bluerocklaw.com<br>File No. 1375-00001 |

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**AFFIDAVIT OF ARTHUR PRICE**
**Sworn on September 5, 2025**

I, ARTHUR PRICE, of Alberta, SWEAR AND SAY THAT:

## I. INTRODUCTION

2. I am a director and officer of Sunterra Farms Ltd. ("**Sunterra Canada**"), Sunwold Farms Limited ("**Sunwold Canada**") and Sunterra Enterprises Inc ("**SEI**") ("**Corporate Defendants**"), which form part of the Sunterra Group. The Sunterra Group is a related group of companies registered in Alberta, Canada and the United States of America (**US**). The affiant provides this sworn affidavit pursuant to the Order of Justice Lema on July 24, 2025 and all matters deposed to herein are subject to the protections as provided by s. 5(2) of the Canada Evidence Act and the affiant invokes the same. I am authorized by each of the Corporate Defendants to depose this Affidavit and do so on their behalf. As such, I have personal knowledge of all the matters deposed to herein, except where stated to be based on information provided by other persons, and where so stated, I believe such information to be true. Where applicable, I have also relied upon corporate records and supporting documentation maintained by the Applicants as evidence of the relevant facts, including all matters relating to the Group's organizational structure, shareholding details, and business operations.

3. All references to currency in this affidavit are in Canadian dollars unless noted otherwise. The Defendants do not waive or intend to waive any applicable privilege by any statement herein.

## II. DEFENCE TO CLAIM

4. I make this Affidavit in support of the Defence to the claim in these proceedings brought by Compeer Financial, PCA ("**Compeer**") as against the Defendants.

## III. BACKGROUND OF THE CORPORATE DEFENDANTS AND THE SUNTERRA GROUP

5. All of the Corporate Defendants are private corporations incorporated in Alberta. They are members of the Sunterra Group, a diversified group of related companies ultimately owned and operated by members of the Price family, with a long and respected history in Canada ("**Sunterra Group**", "**Sunterra**" or "**Group**"). The Group's operations date back over 50 years when Stanley Price and Florance Price established their family hog farming business on a farm in Acme, Alberta. Over the ensuing decades, that business evolved into a fully multifaceted farm to market enterprise encompassing a wide range of operations, assets and intercompany arrangements. Today, the Group's operations extend across multiple sectors of the agricultural and food distribution industries, and its businesses benefit from longstanding relationships with third-party vendors, service providers, and a dedicated workforce.

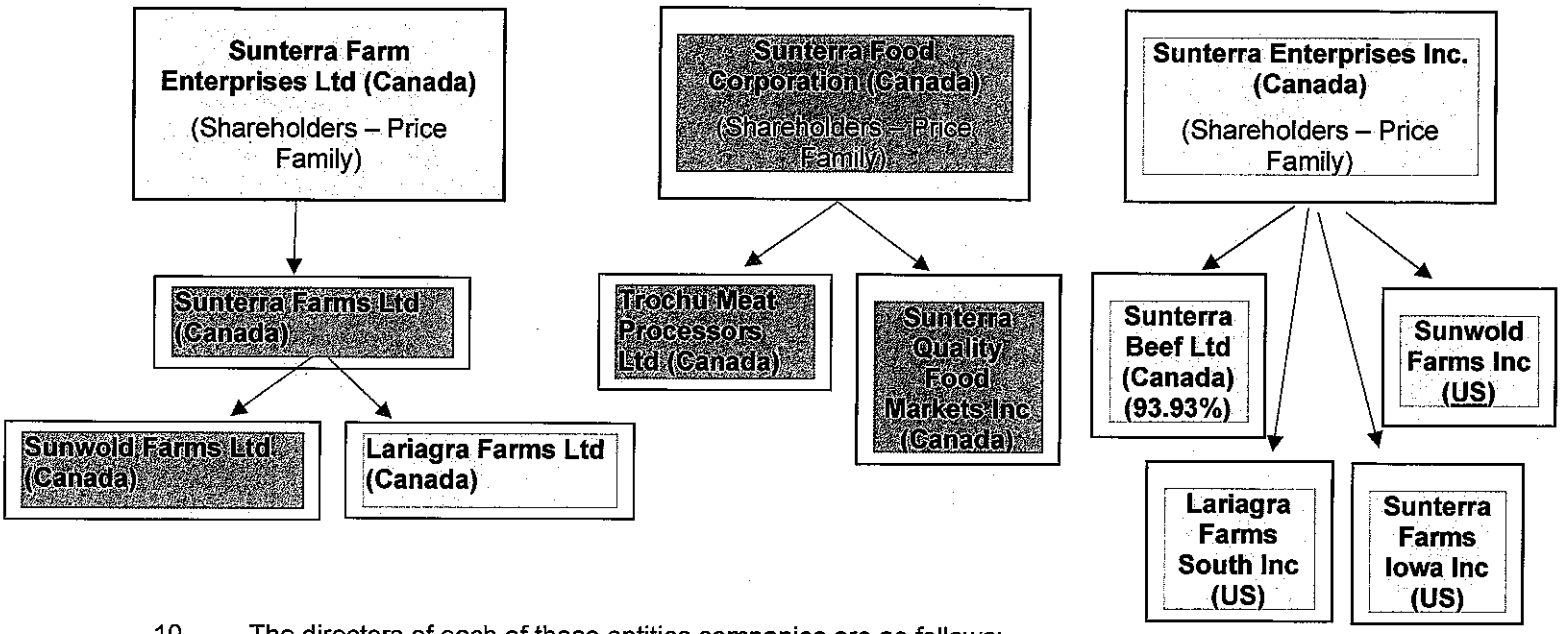
6. The Group's business model allows production and processing operations to provide specialty meat and produce to international markets and also directly to its retail outlets. Such integration affords stringent quality control, enhanced operational efficiencies, and the consistent maintenance of premium product standards. In addition, Sunterra Markets benefits from its longstanding relationships with a network of third-party vendors who supply supplementary food products, beverages, and ancillary services, and the farming businesses benefit from long term supplier relationships such as for livestock feed. This strategic integration together with valuable supplier relationships, reinforces the Group's prominent market position within the high-end retail food sector and hog breeding businesses.

7. The Group's sustained operations for over 50 years exemplifies its resilience and robust market presence. Over time, the Price family has built and maintained significant goodwill with suppliers, employees, and customers alike, cultivating a brand that is synonymous with high quality and reliability. This reputable standing has enabled the Group to negotiate favourable credit terms and secure significant equity across its operations, contributing to its ability to weather challenging economic periods.

## IV. CORPORATE STRUCTURE AND DIRECTORS

8. The Sunterra Group comprises three shareholding structures, all of which are owned and controlled by members of the Price family.

9. The following diagrams show the corporate structure in which the Corporate defendants sit, along with the other members of the Sunterra Group which are currently subject to protection under the CCAA in proceeding ACKB 2501-06120, plus the three US entties which are subject to receivership proceedings in the US, Sunwold Farms Inc, Sunterra Farms Iowa Inc. and Lariagra Farms South Inc ("**US Hog Farm Entities**"). Corporate profile reports (annual reports for US entities) for each of the entities are collectively attached hereto as **Exhibit "A"**.




10. The directors of each of these entities companies are as follows:

(a) for Sunterra Food Corporation, Sunterra Farm Enterprises Ltd ("**Sunterra Farm Enterprises**"), Sunterra Enterprises Inc ("**Sunterra Enterprises**"): Arthur Price, Glen Price, Ray Price, David Price, Allan Price and Joyce Lord;

(b) for Sunterra Canada, Sunwold Canada and Lariagra Farms Ltd ("**Lariagra Canada**"): Arthur Price and Ray Price;

(c) for Trochu Meat Processors Ltd ("**Trochu Meat**") and Sunterra Beef Ltd ("**Sunterra Beef**"): Glen Price and Ray Price;

(d) for Sunterra Quality Food Markets Ltd ("**Sunterra Markets**"): Ray Price, Glen Price and Art Price;

(e) for Lariagra Farms South Inc ("**Lariagra US**") and Sunwold Farms Inc ("**Sunwold US**"), Ben Keeble is registered as the principal officer; and

(f) for Sunterra Farms Iowa Inc ("**Sunterra US**"), the registered officers are Ben Keeble as director and Ray Price as President.

## V. THE BUSINESS OF THE CANADIAN AND US HOG FARMS

11. Sunterra Canada and Sunwold Canada run pig farming businesses in Alberta (the "**Canadian Hog Farms**"). Sunwold Canada own sow who give birth to piglets in Canada, which are then sold as piglets to the US Hog Farm Entities. The piglets are produced to NAE standards, which stands for "no antibiotics ever" such that they have special health status for the purpose of sale at a premium price to the US Hog Farms Entities and ultimately by US Hog Farms Entities to market also at a premium price. Sunterra Canada provide pig management services for Sunwold Canada and Lariagra Canada, which in turn also breeds piglets for sale to the US Hog Farm Entities.

12. Sunwold US and Lariagra US are both companies incorporated pursuant to the laws of the State of South Dakota, which prior to the US Receivership (see below) carried out "wean to finish"

swine operations, in respect of which it purchased high quality piglets from Sunwold Canada and Lariagra Canada, raised those piglets to market weight, and then sold the hogs as raised at a premium price because of their NAE status, as follows:

(a) Sunwold US purchased approximately 5500 to 6000 piglets per week;

(b) the pigs would take between 20 and 26 weeks to reach market weight; and

(c) inventory on hand at any one time was approximately 130,000.

13. Sunterra demonstrated for years its reliable ability to generate an incremental EBITDA of $4 USD million per year in excess of what would be achieved with regular commodity prices.

14. Sunterra US is incorporated pursuant to the laws of the State of Iowa which, prior to the commencement of the US Receivership, carried out a business operating as a pig management company, including for Sunwold US and Lariagra US

15. Sunterra US managed the farms which were rented by Sunwold US and Lariagra US], and the care and raising of the pigs in a "wean to finish" operation for sale on the market.

16. Since 2018, Sunwold US and Lariagra US have had agreements in place with Tyson Fresh Meats ("**Tyson**"), whereby Tyson is bound to the purchase of a minimum number of hogs from those companies with a price formula that includes an NAE premium on top of the market price.

17. An important part of the financial position of the Sunterra Group since mid-2024, is the property owned by Trochu Meat in Trochu, Alberta. The plant and equipment on that property was subject to a fire incident on June 17, 2024. It previously carried on a meat processing business, but has not done so since the fire incident. The liability of the insurer of the Property was engaged and was not disputed. The insurance proceeds were determined to be $16 million

## VI. SECURED DEBT OF THE SUNTERRA GROUP IN CANADA

### *A. CWB amalgamation with NBC*

18. I have been advised by counsel and understand that Canadian Western Bank ("**CWB**") amalgamated with NBC on March 1, 2025, and that all asset and liabilities, rights and obligations of CWB pursuant to its arrangements with the Applicants or any of them, now rest with the National Bank of Canada ("**NBC**"). For the purpose of this affidavit, reference to NBC is intended to include reference to CWB as it was prior to the amalgamation.

### *B. NBC as Lender*

19. Since 2010, the Canadian entities in the Sunterra Group have banked with CWB, and now NBC,, whereby NBC has provided bank account services, credit facilities (as described in more detail below), and related cash management services.

20. In October, 2020, CWB entered into a loan with Sunterra Food Corporation, Trochu and Sunterra Markets pursuant to a Commitment Letter dated October 28, 2020, which was renewed and amended by letters dated December 15, 2021, March 31, 2022 and May 9, 2022 ("**2020 Loan Agreement**"). Attached hereto as **Exhibit "B"** is the 2020 Loan Agreement.

21. In November, 2022, the 2020 Loan Agreement was supplanted by a loan agreement pursuant to a Commitment Letter dated November 15, 2022 ("**2022 Commitment Letter**") between the Bank,

as lender, and Sunterra Canada, Sunwold Canada, Trochu, Sunterra Markets and Sunterra Food Corporation, as borrowers (the "**Borrowers**") (the "**2022 Loan Agreement**"). Attached hereto as **Exhibit "C"** is the 2022 Commitment Letter.

22. Sunterra Beef, Sunterra Farm Enterprises, Sunterra Enterprises, and Lariagra Farms are signatories to the 2022 Commitment Letter, along with the Borrowers. No other members of the Sunterra Group are signatories to that document. NBC has claimed in the CCAA Proceedings that those four entities, along with Sunterra Farms Iowa and Sunwold US are guarantors to the loans under the 2022 Loan Agreement. Whether or not these six entities are guarantors to the 2022 Loan Agreement is a matter of dispute between the Sunterra Group and NBC.

23. NBC extended the following loans to the Borrowers, in or around January 2023, pursuant to the 2022 Loan Agreement:

    (a) Operating Loan in the amount of $12,000,000 ("**Loan Segment 1** ");

    (b) Non-revolving loan in the amount of $982,272, by way of re-financing and assistance with working capital ("**Loan Segment 2**"); and

    (c) Collateral Mortgage in the amount of $7,000,000, to provide financing and repay amounts owing to Agricultural Financial Services Corporation ("**AFSC**") ("**Loan Segment 3**"),

    (collectively, the "**NBC Loans**").

24. The 2022 Commitment Letter provides that security granted or to be obtained by the Bank as collateral for the NBC Loans, includes:

    (a) Registered mortgage over property owned by Trochu Meat Processors located at 233 North Road, Trochu, Alberta, legal description: PLAN 7711418, BLOCK A, EXCEPTING THE ROAD ON SUBDIVISION PLAN 8310022, CONTAINING 0.188 HECTARES (0.465 ACRES) MORE OR LESS, EXCEPTING THEREOUT ALL MINES AND MINERALS (the "**Trochu Property**").

    (b) General security agreements ("**GSAs**") in respect of all present and after acquired property ("**AllPAAP**") held by NBC with each of Sunterra Food Corporation, Trochu , Sunterra Markets and Sunterra Beef prior to the 2022 Commitment Letter, and general security agreements in respect of AllPAAP to be obtained from Sunterra Canada and Sunwold Farms after execution of the 2022 Loan Agreement;

    (c) A promissory note in the amount of $2,000,000;

    (d) Guarantees from Sunterra Beef, Sunterra Farm Enterprises, Sunterra Enterprises, each held by the Bank before the 2022 Loan Agreement, and a Guarantee from Lariagra Farms to be obtained;

    (e) Cross Guarantees provided by and in favour of each Borrower;

    (f) Assignment and postponement of Creditor Claims executed by Sunwold Farms, Sunterra Canada, Sunterra Beef, Sunterra Enterprises, Sunterra Farm Enterprises Sunterra Canada Iowa and Sunwold US in favour of NBC;

    (g) Acknowledged Assignment of Insurance coverage for full insurable value of all assets of the Borrowers; and

(h) Updated Subordination and Priority Agreement.

25. As referred to at sub-paragraph 22(e) above, the 2022 Commitment Letter provides that the NBC Loans are to be cross-guaranteed between the Borrowers, and there is an account netting arrangement in place by agreement between NBC and the Borrowers dated 23 January 2023, by which at the close of business each banking day the bank is to determine the closing balances from each of the credit and debit accounts of each Borrower ("**Designated Accounts**") and to thereby establish a consolidated net position (the "**Consolidation**") of the Designated Accounts.

26. A search of the land titles register for the province of Alberta at or around the time of commencement of the CCAA Proceedings, showed a mortgage registered over the Trochu Property in favour of CWB dated May 3, 2023, in the original principal amount of $13,000,000, and a registered mortgage in favour of FCC dated February 15, 1996 (see FCC Loan below). Attached hereto as **Exhibit "D"** is a reproduction of the Certificate of Title for the Trochu Property obtained March 12, 2025.

27. Searches of the register (the "**PPSR**") under the *Personal Property and Securities Act*, R.S.O. 1990, c. P. 10, as amended ("**PPSA**"), on or around March 13, 2025 revealed that CWB was registered as holding the following registered security interests under the PPR in respect of the NBC Borrowers, Alleged Guarantors and others:

(a) Sunterra Food Corporation: AllPAAP, and credit of $7,000,000, plus interest accrued to CWB (by amendment to registration January 31, 2023), land charge (registered September 21, 2010);

(b) Sunterra Markets: AllPAAP, and credit of $7,000,000, plus interest accrued to CWB (by amendment to registration January 31, 2023);

(c) Trochu: AllPAAP, and credit of $7,000,000, plus interest accrued to CWB (by amendment to registration January 31, 2023);

(d) Sunwold Farms: all indebtedness of Sunterra Food Corporation, Trochu and/or Sunterra Markets to Sunwold Farms (registered February 8, 2021), and an AllPAAP and land charge (both registered February 22, 2023).;

(e) Sunterra Canada: all indebtedness of Sunterra Food Corporation, Trochu and/or Sunterra Markets to Sunterra Canada (registered February 8, 2021), and an AllPAAP and land charge (both registered February 22, 2023).

(f) Sunterra Farm Enterprises: all indebtedness of Sunterra Food Corporation, Trochu, Sunterra Markets, Sunwold Farms and/or Sunterra Canada to Sunterra Farm Enterprises (by registration December 20, 2013);

(g) Lariagra Farms: and all indebtedness of Sunterra Food Corporation, Trochu, Sunterra Markets, Sunwold Farms and Sunterra Canada to Lariagra Farms (registered February 22, 2023);

(h) Sunterra Enterprises: all indebtedness of Sunterra Food Corporation, Trochu, Sunterra Markets, Sunwold Farms and/or Sunterra Canada to Sunterra Enterprises (by registration February 8, 2021);

(i) Sunterra Beef: AllPAAP (by registration December 20, 2013), all indebtedness of Sunterra Food Corporation, Trochu, Sunterra Markets to Sunterra Beef (amended August

31, 2021), and of Sunwold Farms and Sunterra Canada to Sunterra Beef (registered February 22, 2023), and land charge in favour of CWB and NBC (registered March 7, 2025);

(j) Sunterra Farms Iowa: all indebtedness of Sunterra Food Corporation, Trochu and/or Sunterra Markets to Sunterra Enterprises (by registration February 8, 2021);

(k) Sunwold US: all indebtedness of Sunterra Food Corporation, Trochu and/or Sunterra Markets to Sunwold US (by registration February 8, 2021).

Personal Property Registry Search Results Reports for each of the above entities are collectively attached hereto as **Exhibit "E"**.

### *C. FCC as Lender*

28. Farm Credit Canada ("**FCC**") first became lender to members of the Sunterra Group in or before 1996. Sunterra Canada and Sunwold Farms entered into a Second Amended and Restated Credit Agreement dated July 30, 2021, which was further amended, restated, replaced, supplemented or otherwise modified prior to June 14, 2024. (See Exhibit "F", paragraph 28 below).

29. Sunterra Canada and Sunwold Farms ("**FCC Borrowers**") entered into a Third Amended and Restated Credit Agreement dated June 14, 2024 ("**FCC Loan Agreement**"), with the following parties named as guarantors: Sunterra Beef, Sunterra Farm Enterprises, Sunterra Food Corporation, Sunterra Markets, Sunterra Enterprises, Trochu, Sunterra Farms Iowa, Sunwold US and Lariagra Farms ("**FCC Guarantors**"). Attached hereto as **Exhibit "F"** is a copy of the FCC Loan Agreement.

30. FCC extended the following loans to the FCC Borrowers, pursuant to the 2022 Loan Agreement:

(a) Advancer loan for land improvements in the amount of $14,111,111.12 ("**Loan A**");

(b) Re-financing of existing FCC loan in the amount of $2,559,318.26 ("**Loan B**"); and

(c) Re-financing of existing FCC loan in the amount of $4,881,795.16 ("**Loan C**"),

(collectively, the "**FCC Loans**").

31. The FCC Loan Agreement provides that security granted or to be obtained by the Bank as collateral for the NBC Loans, includes:

(a) Real Property Security

(i) Registered mortgage granted by Sunterra Canada in favour of FCC, registered November 20, 2019, against various lands identified therein in Schedule F (reference Section 3.1(a)) for the principal amount of $40,000,000.00, facility no. 0000712352002 ("**FCC Sunterra Farm Property**").

(ii) Registered mortgage granted by Lariagra Farms in favour of FCC, registered February 13, 2021, against various lands identified therein in Schedule F (reference Section 3.1(b)) for the principal amount of $7,000,000.00 facility no. 0000712352001 ("**FCC Sunwold Farm Property**").

(iii) Registered mortgage granted by Lariagra Farms Ltd. in favour of FCC, registered September 26, 2022, against various lands identified therein in Schedule F (reference Section 3.1(c)) facility no. 0000714144001 ("**Lariagra Farm Property**").

(b) Personal Property Security

GSAs in respect of AllPAAP granted in favour of FCC by each of Sunterra Enterprises, Sunterra Beef, Sunterra Food Corporation, Trochu, Sunterra Markets and Sunterra Farm Enterprises prior to the FCC Loan Agreement, and a first security interest in 4,500 sows granted by Sunwold Farms in favour of FCC (the "**FCC GSAs**").

(c) Guarantees

(i) Joint and several guarantees in support of the Borrowers granted by the FCC Guarantors, save for Lariagra Farms which itself granted an unlimited guarantee;

(ii) A Uniform Commercial Code security agreement from Sunterra Farms Iowa and Sunwold US in support of the unlimited joint and several guarantee referred to above;

(d) Assignment, postponement and subordination of claims granted by the shareholders of the FCC Borrowers and each FCC Guarantor in respect of the indebtedness, liabilities and obligations owed by the FCC Borrowers to FCC; and

(e) Cross collateralisation between all loan parties in favour of FCC.

32. FCC entered into a loan agreement with Lariagra Farms as Borrower dated January 1, 2018, and with Sunterra Canada and J.S. Farraro & Co Inc as guarantors, loan number 0000666428001 for $3,500,000, secured by the Sunwold Farm Property ("**FCC Lariagra Loan**"). Attached hereto as **Exhibit "G"** is a copy of the FCC Lariagra Loan.

33. A search of the land titles register for the province of Alberta, at or around the time of commencement of the CCAA Proceedings, showed mortgages registered by FCC over land belonging to Sunterra Canada, Sunwold Canada, Lariagra Farms and Trochu (as applicable) as follows:

(a) mortgage registered over the Sunterra Farm Property (see reproduction of the Certificates of Title obtained April 11, 2025 attached hereto as **Exhibit "H"**);

(b) mortgage registered over the Sunwold Canada Property (see reproduction of the Certificate of Title obtained April 11, 2025 attached hereto as **Exhibit "I"**);

(c) mortgage registered over the Lariagra Farms Property (see reproduction of the Certificates of Title obtained April 11, 2025 attached hereto as **Exhibit "J"**); and

(d) mortgage registered over the Trochu Property dated February 15, 1996 (See **Exhibit "D"**, paragraph 26 above, reproduction of the Certificate of Title for the Trochu Property obtained March 12, 2025).

34. A search of the PPR (see Exhibit "E", paragraph 27 above) revealed that FCC was registered as holding the following security interests under the PPR in respect of the FCC Borrowers and FCC Guarantors:

(a) Sunwold Canada: AllPAAP (registered January 4, 2017), and all livestock and proceeds (amended May 10, 2010 and subordinated to Mountain View Credit Union Ltd (see below));

(b) Sunterra Canada: AllPAAP (registered October 26, 2006, subordinated to Mountain View Credit Union Ltd (see below));

(c) Sunterra Beef: AllPAAP (registered January 6, 2016);

(d) Sunterra Farm Enterprises: all present and after acquired personal property, property except goods and proceeds from AllPAAP, plus accounts (October 26, 2006); land charge (October 26, 2006);

(e) Sunterra Food Corporation: land charge (March 11, 2004, subordinated); AllPAAP (registered January 6, 2016);

(f) Sunterra Markets: all present and after acquired personal property, property except goods and proceeds from AllPAAP, plus accounts (October 26, 2006), land charge (October 26, 2006);

(g) Sunterra Enterprises: AllPAAP (by registration January 6, 2016);

(h) Trochu: land charge (by registration October 26, 2006); AllPAAP (by registration October 26, 2006);

(i) Sunterra Farms Iowa: none;

(j) Sunwold US: none; and

(k) Lariagra Farms: land charge (registered January 29, 2018); AllPAAP (registered January 29, 2018).

### *D. Subordination and Priority Agreement*

35. NBC and FCC (the "**Lenders**") are a party to a Priorities Agreement with the Borrowers and Sunterra Beef dated February 17, 2023, which gives priority between the Lenders as follows:

(a) with respect to Sunwold Canada and Sunterra Canada, the FCC security is postponed and subordinated in all respects to the NBC security to the extent of the NBC debt, with respect to Inventory, Receivables and Bank Accounts;

(b) with respect to Sunwold Canada and Sunterra Canada, the NBC security is postponed and subordinated in all respects to the FCC security to the extent of the FCC debt with respect to ALLPAAP plus proceeds, save and except for Inventory, Receivables and Bank Accounts;

(c) with respect to Sunterra Food Corporation, Trochu and Sunterra Markets, the FCC Security is postponed and subordinated in all respects to the NBC security to the extent of the NBC Debt.

36. NBC holds first priority security over the Trochu Property, on which the meat processing plant operated before the fire event in 2024, and FCC holds second priority security over that property. However, FCC holds sole security over the Sunterra Farm Property, the Sunwold Farm Property and the Lariagra Farm Property.

### *E. Other registered security holders*

37. At or around the time of commencement of the CCAA Proceedings, the following security registrations were recorded of the PPR.

    (a) Penske Truck Leasing Canada Inc. is registered in the PPR as holder of a secured interest in a freight liner motor vehicle in the name of Sunterra Markets (see Sunterra Markets PPR report in Exhibit "E", paragraph 27 above);

    (b) Nissan Canada Inc. is registered in the PPR as holder of a secured interest in a motor vehicle in the name of Sunterra Markets (see Sunterra Markets PPR report in Exhibit "E");

    (c) Trouw Nutrition Canada Inc. is registered in the PPR as holder of a secured interest in livestock and proceeds thereof in the name of Sunwold Canada (see Sunwold Canada PPR report in Exhibit "E");

    (d) Bank of Montreal is registered in the PPR as holder of a secured interest in respect of all indebtedness and liabilities of whatever nature owing from time to time by West Land Livestock Inc to Sunterra Canada (see Sunterra Canada PPR report in Exhibit "E").

    (e) The Bank of Nova Scotia is registered in the PPR as holder of a secured interest in respect of accounts, intangibles, debts, demands and choses in action of Sunterra Farms Greenhouse Ltd to Sunterra Canada, and proceeds from Sunterra Canada AllPAAP (see Sunterra Canada PPR report in Exhibit "E").

    (f) Ricoh Canada Inc is registered in the PPR as holder of a secured interest in respect of various electronic goods and the proceeds thereof (see Sunterra Canada PPR report in Exhibit "E").

    (g) Trouw Nutrition Canada Inc. is registered in the PPR as holder of a secured interest in livestock and proceeds thereof in the name of Lariagra Farms (see Lariagra Farms PPR report in Exhibit "E").

## VII. COMPEER

### *A. Compeer in depth knowledge of the business of the US and Canadian Hog Farm entities*

38. As referred to above, Sunwold US and Lariagra US purchased piglets from the Canadian Hog Farms, and using Sunterrra US for pig management services, raised the piglets into hogs for sale to the market. The vast majority of the hogs were sold in the US market at a premium price because of the NAE eligibility .

39. Compeer Financial, PCA ("**Compeer**") is primary lender to the US Hog Farm Entities (together, the "**Compeer Borrowers**"), under loan agreements which expired on an annual basis and therefore required review for renewal and continuation of the lines of credit as granted ("**Compeer Loans**"). They were last reviewed and renewed in or around October 2024.

40. Myself and Ray Price have had many detailed discussions over the years of our relationship with Compeer about the business of the US Hog Farm Entities and their commercial relationship with the Canadian Hog Farm Entities. Some of those discussions have been with Compeer's Sunterra relationship manager, Nicholas Rue, as well as Steve Malakowski and more recently Steve

Grosland.Specifically, Compeer were and are well aware of NAE system and the premium, at approximately USD $20 per head, which has been obtained by the Sunwold US and Lariagra US for many years in the US market because of the NAE health rating. They also know about the contracts with Tyson committing to the purchase of hogs with a set NAE premium, and the interconnected relationship with Tyson's business, TPG, for the management of care of their hogs by Sunterra US. They know about the replacement buyer Sioux Preme, coming on board this year in a binding contract to purchase the NAE hogs at a premium. Compeer know that Sunwold US and Lariagra US sourced all of their piglets from Sunwold Canada and Sunterra Canada and were reliant upon the NAE status of those piglets. They know that prior to the receivership, Sunwold Canada and Sunterra Canada sold all of their piglets to the Sunwold US and Lariagra US, and therefore relied upon the continuing business with those US entities. Compeer also know that Sunterra Canada's going concern business is pig services management for Sunwold Canda and Sunterra Canada, and that a major portion of the Sunterra US going concern business is the management of the pig farms for Sunterra US and Lariagra US, as well as the pig managements services to TPG. Compeer are therefore fully aware of the importance of that continuing relationship for both the US Hog Farms entities and the Canadian Hog Farm entities.

### *B. Compeer loans to US Hog Farms*

41. The Compeer Loans to the US Hog Farms Entities arise under loan agreements which are reviewed and renewed on an annual basis, documented as follows:

(a) Promissory Note/Loan Agreement Security agreement dated October 7, 2024, between Sunwold US as borrower and Compeer as lender ("**Sunwold RLC**"), including the following terms and related documentation:

(i) extension of loan comprising a $7,000,000 USD revolving line of credit, to cover the period October 24, 2024 to May 1, 2025;

(ii) certain property granted by Sunterra US and Lariagra Farms US as collateral for the Sunwold RLC;

(iii) written guarantee from Sunterra Enterprises, which is denied, capped at $3 million USD, without security;

(iv) debt subordination agreement between Compeer and Sunwold Canada, pursuant by which:

(A) payment of Sunwold US indebtedness to Sunwold CA, is to be subordinated to payment in full of Compeer indebtedness;

(B) any security interests held by Sunwold CA in respect of assets of Sunwold US, subordinated to security interests given by Sunwold US to Compeer

(v) debt subordination agreement between Compeer and Sunwold Canada, pursuant by which:

(A) payment of Sunwold US indebtedness to Sunterra Enterprises, is to be subordinated to payment in full of Sunwold US indebtedness to Compeer;

(B) any security interests held by Sunterra Enterprises in respect of assets of Sunwold US, subordinated to security interests given by Sunwold US to Compeer.

(b) Promissory Note/Loan Agreement Security agreement dated October 7, 2024, between Sunterra US as borrower and Compeer as lender ("**Sunterra RLC**"), including the following terms and related documentation:

(i) extension of loan comprising a $500,000 USD revolving line of credit, to cover the period October 7, 2024 to May 1, 2025;

(ii) certain property granted by Sunwold US and Lariagra Farms US as collateral for the Sunterra RLC;

(iii) written guarantee from Sunterra Enterprises, which is denied, without security;

(iv) debt subordination agreement between Compeer and Sunterra Enterprises, pursuant which:

(A) payment of Sunwold US indebtedness to Sunterra Enterprises, is to be subordinated to payment in full of Compeer indebtedness;

(B) any security interests held by Sunterra Enterprises in respect of assets of Sunterra US, subordinated to security interests given by Sunterra US to Compeer.

(c) Promissory Note/Loan Agreement Security agreement dated October 7, 2024, between Lariagra Farms US as borrower and Compeer as lender ("**Lariagra RLC**"), including the following terms and related documentation:

(i) extension of loan comprising a $4,000,000 USD revolving line of credit, to cover the period October 7, 2024 to May 1, 2025;

(ii) certain property granted by Sunwold US and Sunterra US as collateral for the Lariagra RLC;

(iii) written guarantee from Sunterra Enterprises, which is denied, without security;

(iv) debt subordination agreement between Compeer and Sunterra Enterprises, pursuant which:

(A) payment of Lariagra Farms US indebtedness to Sunterra Enterprises, is to be subordinated to payment in full of Lariagra Farms US indebtedness Compeer;

(B) any security interests held by Sunterra Enterprises in respect of assets of Lariagra Farms US, subordinated to security interests given by Lariagra Farms US to Compeer.

Attached hereto as **Exhibit "K"**, **Exhibit "L"** and **Exhibit "M"** are copies of those loan documents for Sunwold US, Sunterra US and Lariagra US respectively.

42. The prior year loan documentation included:

(a) a Promissory Note/Loan Agreement dated August 28, 2023 for the period from that date to July 1, 2024, between Sunwold US as borrower, Compeer as lender;

(b) a Promissory Note/Loan Agreement dated September 26, 2023 for the period from that date to October 1, 2024, between Sunterra US as borrower, Compeer as lender;

(c) a Promissory Note/Loan Agreement dated August 28, 2023 for the period from that date to July 1, 2024, between Lariagra US as borrower, Compeer and lender.

Attached hereto as **Exhibit "N"**, **Exhibit "O"** and **Exhibit "P"** are copies of those loan documents for Sunwold US, Sunterra US and Lariagra US respectively.

43. It has always been the intention of the US Hog Farms to service its loans with Compeer, and they have worked collaboratively with Compeer over the years to takes steps within its control to pay any debts owing to Compeer.

## VIII. EVENTS PRECEDING CCAA APPLICATION

### *A. Account freezing*

44. On or around 10 February 2025, Compeer made inquiries with Sunterra about a number high-value USD cheques going between the US Hog Farm entities and their respective Canadian Hog Farm entities on a daily basis ("**Compeer's Inquiries**"). On the same day, Compeer acted to freeze all cheques issuing or issued from the US Hog Farms (whose accounts were held with Compeer) to the Canadian Hog Farms (whose accounts were held with NBC), (together, the "**Compeer Account Freezing**"). As a result, the accounts of the Canadian Hog Farms in respect of Loan Segment 1 went temporarily above the approved borrowing limit, creating a transient event of default under the 2022 Loan Agreement (the "**Transient Default**"). Attached hereto as **Exhibit "Q"** are CWB account statements for the USD accounts of Sunwold Canada and Sunterra Canada, the Canadian Hog Farm entities, from the period February 10, 2025 to March 13, 2025, which show the transient default.

45. As a result of and in response to the Compeer Account Freezing, NBC started freezing cheques issued by the Canadian Hog Farms to the US Hog Farms ("**NBC Freezing Action**").

46. I first learned of the Account Coverage practice and Compeer's decision to stop allowing cheques which would transfer funds from Sunterra Compeer bank accounts to Sunterra NBC accounts through a conversation with Ray Price shortly after he received notifications from Compeer.

47. I sought confirmation from Ray that no more cheques were being written to transfer funds between the accounts and he confirmed that was the case.

48. I sought confirmation from Ray that the funds in question were all transfers between the Sunterra entities and that there were no transfers to third parties and he confirmed that was the case.

49. I asked Ray for some copies of the bank account statements that were involved to gain a personal appreciation of the cash management process and to confirm that both the deposits and the payments were transparently recorded on Compeer's normal bank records. Given the movement of funds was by cheque, Compeer also would have the information on the cheques themselves.

50. In response to Compeer's Inquiries, Sunterra stopped writing cheques between the Canadian Hog Farm entities and the US Hog Farm Entities except as absolutely necessary for operational purposes only.

51. On February 18, 2025, I attended a virtual meeting with Ray Price, and representatives of Compeer, including Steve Grosland and others from Compeer. During that meeting, I advised the Compeer representatives that the business of the US Hog Farms was in a very positive financial position, much stronger than it had been for many years. In particular, I referred to the recent agreement with Sioux Preme for the purchase of NAE hogs at a premium, and the continuing obligation of Tyson to also purchase NAE hogs at a premium until September 2025, at which point we anticipated that the Sioux Preme demand would grow to fill the gap, and the strength of the hog market in the US. I also referred to the insurance proceeds that were expected to come in from the Trochu fire insurance claim. I explained to Steve Grosland, therefore, that I believed that Compeer would be repaid in full from the continuing business activities of the US Hog Farms. With regard to NBC, I made no representatives about whether or not NBC would dishonour any further cheques written to the Compeer accounts.

52. The Sunterra hog operations in the USA were established by the Canadian hog business to take advantage of the specialty NAE hog market in the USA that does not exist in Canada. The NAE hog premium is typically $20 per head more than commodity hogs, and is dependant on high health status isoweans or growers that are available from the Sunterra's Canadian operations. The Sunterra USA barns were located and managed so that they could sustain the high health status though to market weights.

53. The incremental EBITDA generated by the premium is approximately $4 million USD per year. . Using a modest range of multiples of 4 to 6, the Sunterra combined hog operations would be valued at $16 to $24 million USD more than if they received regular commodity prices.

54. If Compeer could realize this incremental value it would more than cover the amount of the overdraft that is in excess of the inventory value of the animals pledged as security for the loan. This would depend on both the USA hog operations and the Canadian hog operations continuing as going concerns or being sold together as a going concern.

55. I organized a Framework for Compeer Loan Repayment and with the support of the Management, Board and Shareholders of Sunterra. My brother Dave Price and I met with Compeer on March 10 and 11, 2025 at the Compeer offices in Mankato to present the offer in the Framework document ("**Framework Offer**"). At the meeting, I handed them a copy of the Framework document, plus a table of the 2025 Hog Division Forecast for Sunwold US and Lariagra US (the table is headed Sunwold, but covered both entities). Attached hereto as **Exhibit "R"** is a copy of the Framework document and the table. Sunterra offered to pay Compeer over time through a transparent ring-fenced, auditable share of 75% of EBITDA effectively committing the superior cash flow to Compeer until the overdraft was paid off. 75% of the combined EBITDA effectively provided to Compeer all the free cash flow of the combined hog group. This would have reliably paid off the overdraft.

56. I do not believe that this offer was given consideration as Compeer was fixated on additional security and Compeer's highly conditional "off-ramp" idea.

57. Compeer did not offer of a forbearance agreement period to allow the parties to find a going concern solution for Compeer's benefit as compared to the net proceeds of a receiver liquidating the existing inventory.

58. As openly disclosed with Compeer, the hog business in Canada and the USA were both profitable and materially cash flow positive. In our meetings with Compeer, Steve Grosland acknowledged that Sunterra was its most profitable client and was interested in understanding why.

59. In my view Compeer was approaching the overdraft as if the Companies were cash flow negative and had to be liquidated in order to reduce losses when in actuality, they would be generating cash for the benefit of Compeer through any period that the businesses continued.

60. Compeer sought and was awarded accelerated receivership. In doing so, it alleged that the livestock was in danger but the only way it would be in danger is if Compeer scooped the USA cash flow for its own purpose and refused to allow Sunterra USA to purchase feed for the hogs out of its cash flow.

61. The Receiver never invited Sunterra Canada to make it an offer.

62. The Receiver never offered to negotiate a purchase agreement for hogs that would be made available to purchasers of the USA business or assets.

63. In any open competitive process involving farm industry players, I would expect that some farmers would explore the availability of hogs from Sunterra, no one in the market approached Sunterra for a supply of the isoweans and growers.

64. The Receiver arranged with Tyson to sell the inventory below market value and did not achieve any of the material going concern value. Payments were delayed over time. The Receiver did not remotely deliver its obligation to maximize proceeds for the estate.

65. If Sunterra had the opportunity to pay off the loans as a going concern using its Framework offer or another mutually agreeable going concern approach, Compeer would have realized a very high probability of no loan losses.

66. I estimate that if the business was operated under the Framework offer, today Compeer would have security on $20 million USD of inventory and the overdraft would have been reduced by $4 million USD. That would have reduced the Overdraft in excess of inventory value to $11 million USD. In addition, Compeer's 75% of EBITDA annual payments, would average $7 - $11 million USD at normal hog and feed price ranges.

67. Compeer chose its course of action, and it appears from Compeer's claim that its net proceeds to date are less than $10 million, that its outstanding overdraft is approximately $25 million and it has sold its inventories and has no more secured assets.

### *B. Compeer obstruction and damages to the US Hog Farms*

68. With respect to the going concern businesses, An example of Compeer obstructing and damaging the US Hog Farm businesses was their failure to pay rent monies through to barn owners. Payments of around $500,000 for the February 2025 monthly rent for barns and in some cases management fees to third party farmers had come in from Tyson to Sunterra US and were to be paid out to those farmers. This was Tyson money held by Sunterra US on their behalf. Sunterra US in turn had written cheques for payment of the rent as management fees, as applicable, to the third party farmers on Tyson's behalf, but Compeer had rejected those cheques as NSF. The farmer owners were complaining and some were threatening not to accept the new pigs that were coming through into their barns. We explained to Compeer the nature of the

monies, and their importance not only to Tyson but to the business of Sunterra US and the overall relationship with Tyson and TPG. Compeer agreed to allow the payments to be made and new cheques were drawn up. In breach of their agreement to clear the cheques for those payments, Compeer again bounced them as NSF.

## IX. LOSS OF VALUE OF ASSETS OF US HOG FARMS

### *A. US Receiver Fire Sale*

69. We were surprised to discover that the US Receiver was applying to the Court for approval of an immediate fire sale of the assets of the going concerns businesses of all three US Hog Farm Entities. Up until that time, we were lead to believe that Compeer and the US Receiver were considering the proposal that we had put to them as above, and were given no notice of their application.

70. The US Receiver effected a fire sale of the raw assets of the US Hog Farms to Tyson. The inventory was sold at a discount and Tyson acquired all of the other assets of the US Hog Farm Entities without paying any going concern value. The US Receiver did not take nor attempt to take the businesses to tender on the market at all nor as going concerns, and as a result has realized less than $10 million USD on assets and now has only their legal claims remaining to make recoveries for themselves. All of the other creditors of the US Hog Farm Entities will receive nothing.

**SWORN BEFORE ME** at Calgary, Alberta, this 5th day of September, 2025.

Commissioner for Oaths in and for the Province of Alberta

(Print Name and Expiry/Lawyer/Student-At-Law)
**Scott Chimuk**
Barrister & Solicitor

(Signature)

(Print Name)

This is Exhibit "A" referred to in the Affidavit (or statuary declaration) of Joyce Lord sworn (or affirmed or declared) before me this 5 day of September, 2025

A Commissioner for Oaths in and for Alberta

Scott Chimuk
Barrister & Solicitor

# Government of Alberta ■ Corporation/Non-Profit Search
## Corporate Registration System

Date of Search: 2025/03/11
Time of Search: 03:46 PM
Search provided by: BLUE ROCK LAW LLP
Service Request Number: 44153903
Customer Reference Number: 1375-00001

**Corporate Access Number:** 200549673
**Business Number:** 891239295
**Legal Entity Name:** SUNTERRA FARM ENTERPRISES LTD.

**Name History:**

| Previous Legal Entity Name | Date of Name Change (YYYY/MM/DD) |
|---|---|
| ACME LIVESTOCK DEVELOPMENT LTD | 1996/02/16 |
| SUNTERRA ENTERPRISES LTD. | 1999/11/08 |

**Legal Entity Status:** Active
**Alberta Corporation Type:** Named Alberta Corporation
**Registration Date:** 1970/07/17 YYYY/MM/DD

**Registered Office:**
**Street:** 1600, 421 - 7TH AVENUE SW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2P4K9

**Records Address:**
**Street:** 1600, 421 - 7TH AVENUE SW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2P4K9

**Email Address:** GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM

**Primary Agent for Service:**

| Last Name | First Name | Middle Name | Firm Name | Street | City | Province | Postal Code | Email |
|---|---|---|---|---|---|---|---|---|
| MULLINS | JASON | | GOWLING WLG (CANADA) LLP/GOWLING WLG (CANADA) S.E.N.C.R.L., S.R.L. | 1600, 421 - 7TH AVENUE SW | CALGARY | ALBERTA | T2P4K9 | GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM |

**Directors:**

**Last Name:** LORD
**First Name:** JOYCE
**Street/Box Number:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0

**Last Name:** PRICE

**First Name:** GLEN
**Street/Box Number:** 251251 WELLAND DRIVE
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T3R1L3

**Last Name:** PRICE
**First Name:** RAY
**Street/Box Number:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0

**Last Name:** PRICE
**First Name:** ALLAN
**Street/Box Number:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0

**Last Name:** PRICE
**First Name:** DAVID
**Street/Box Number:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0

**Last Name:** PRICE
**First Name:** ARTHUR
**Middle Name:** R.
**Street/Box Number:** 242161 RR 34
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T3Z2G2

**Voting Shareholders:**

**Legal Entity Name:** A.R. PRICE ENTERPRISES LTD.
**Corporate Access Number:** 203762836
**Street:** 242161 RR 34
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T3Z2G2
**Percent Of Voting Shares:** 10.3

**Last Name:** PRICE
**First Name:** DAVID
**Middle Name:** L.
**Street:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0
**Percent Of Voting Shares:** 37.47

**Last Name:** PRICE
**First Name:** GLEN
**Street:** 251251 WELLAND DRIVE
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T3R1L3

**Percent Of Voting Shares:** 10.19

**Last Name:** PRICE
**First Name:** DOUGLAS
**Street:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0
**Percent Of Voting Shares:** 3.48

**Last Name:** PRICE
**First Name:** RAY
**Street:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0
**Percent Of Voting Shares:** 19.19

**Last Name:** PRICE
**First Name:** ARTHUR
**Middle Name:** R.
**Street:** 242161 RR 34
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T3Z2G2
**Percent Of Voting Shares:** 19.37

## Details From Current Articles:

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE SCHEDULE "A" ATTACHED HERETO
**Share Transfers Restrictions:** SEE SCHEDULE "B" ATTACHED HERETO
**Min Number Of Directors:** 2
**Max Number Of Directors:** 10
**Business Restricted To:** NO
**Business Restricted From:** NO
**Other Provisions:** SEE SCHEDULE "C" ATTACHED HERETO

**Holding Shares In:**

| Legal Entity Name |
|---|
| JAY VEE FARMS LTD. |
| 114752 HOLDINGS LTD. |
| PIG IMPROVEMENT (CANADA) LTD |
| 411356 ALBERTA LTD. |
| SUNTERRA FARMS LTD. |
| MOUNTAIN VISTA FARMS LTD. |
| SUNTERRA FARMS LTD. |
| SUNTERRA FARMS GREENHOUSE LTD. |

## Other Information:

**Last Annual Return Filed:**

| File Year | Date Filed (YYYY/MM/DD) |
|---|---|

| | |
|---|---|
| 2024 | 2024/09/09 |

**Continued Under the Business Corporations Act on:** 1983/11/29 YYYY/MM/DD

**Filing History:**

| List Date (YYYY/MM/DD) | Type of Filing |
|---|---|
| 1999/11/08 | Name Change Alberta Corporation |
| 2013/11/24 | Change Address |
| 2015/10/22 | Name/Structure Change Alberta Corporation |
| 2020/02/17 | Update BN |
| 2024/09/06 | Change Agent for Service |
| 2024/09/09 | Enter Annual Returns for Alberta and Extra-Provincial Corp. |
| 2025/03/05 | Change Director / Shareholder |

**Attachments:**

| Attachment Type | Microfilm Bar Code | Date Recorded (YYYY/MM/DD) |
|---|---|---|
| Restrictions on Share Transfers | ELECTRONIC | 1998/05/14 |
| Other Rules or Provisions | ELECTRONIC | 1998/05/14 |
| Share Structure | ELECTRONIC | 1998/05/14 |
| Consolidation, Split, Exchange | ELECTRONIC | 1998/05/14 |
| Share Structure | ELECTRONIC | 1998/12/22 |
| Other Rules or Provisions | ELECTRONIC | 2015/10/22 |
| Share Structure | ELECTRONIC | 2015/10/22 |

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.

# Government of Alberta ■ Corporation/Non-Profit Search
## Corporate Registration System

Date of Search: 2025/03/11
Time of Search: 04:09 PM
Search provided by: BLUE ROCK LAW LLP
Service Request Number: 44154321
Customer Reference Number: 1375-00001

**Corporate Access Number:** 207658741
**Business Number:** 882714520
**Legal Entity Name:** SUNTERRA ENTERPRISES INC.

**Name History:**

| Previous Legal Entity Name | Date of Name Change (YYYY/MM/DD) |
|---|---|
| 765874 ALBERTA INC. | 1999/10/27 |

**Legal Entity Status:** Active
**Alberta Corporation Type:** Named Alberta Corporation
**Registration Date:** 1997/12/05 YYYY/MM/DD
**Date of Last Status Change:** 2000/03/02 YYYY/MM/DD

**Registered Office:**
**Street:** 1600, 421 - 7TH AVENUE SW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2P4K9

**Records Address:**
**Street:** 1600, 421 - 7TH AVENUE SW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2P4K9

**Email Address:** GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM

**Primary Agent for Service:**

| Last Name | First Name | Middle Name | Firm Name | Street | City | Province | Postal Code | Email |
|---|---|---|---|---|---|---|---|---|
| MULLINS | JASON | | GOWLING WLG (CANADA) LLP/GOWLING WLG (CANADA) S.E.N.C.R.L., S.R.L. | 1600, 421 - 7TH AVENUE SW | CALGARY | ALBERTA | T2P4K9 | GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM |

**Directors:**

**Last Name:** LORD
**First Name:** JOYCE
**Street/Box Number:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0

**Last Name:** PRICE

**First Name:** DAVID
**Street/Box Number:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0

**Last Name:** PRICE
**First Name:** RAY
**Street/Box Number:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0

**Last Name:** PRICE
**First Name:** ALLAN
**Street/Box Number:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0

**Last Name:** PRICE
**First Name:** GLEN
**Street/Box Number:** 251251 WELLAND DRIVE
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T3R1L3

**Last Name:** PRICE
**First Name:** ARTHUR
**Middle Name:** R.
**Street/Box Number:** 242161 RR 34
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T3Z2G2

**Voting Shareholders:**

**Last Name:** PRICE
**First Name:** DAVID
**Street:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0
**Percent Of Voting Shares:** 37.45

**Last Name:** PRICE
**First Name:** ARTHUR
**Street:** 242161 RR 34
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T3Z2G2
**Percent Of Voting Shares:** 29.63

**Last Name:** PRICE
**First Name:** DOUGLAS
**Street:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0
**Percent Of Voting Shares:** 3.7

| | |
|---|---|
| **Last Name:** | PRICE |
| **First Name:** | GLEN |
| **Street:** | 251251 WELLAND DRIVE |
| **City:** | CALGARY |
| **Province:** | ALBERTA |
| **Postal Code:** | T3R1L3 |
| **Percent Of Voting Shares:** | 10.12 |

| | |
|---|---|
| **Last Name:** | PRICE |
| **First Name:** | RAY |
| **Street:** | BOX 266, 294009 RANGE ROAD 260 |
| **City:** | KNEEHILL COUNTY |
| **Province:** | ALBERTA |
| **Postal Code:** | T0M0A0 |
| **Percent Of Voting Shares:** | 19.11 |

## Details From Current Articles:

**The information in this legal entity table supersedes equivalent electronic attachments**

| | |
|---|---|
| **Share Structure:** | SEE SCHEDULE "A" ATTACHED HERETO |
| **Share Transfers Restrictions:** | NO SHARES OF THE CORP. SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS |
| **Min Number Of Directors:** | 1 |
| **Max Number Of Directors:** | 15 |
| **Business Restricted To:** | NONE |
| **Business Restricted From:** | NONE |
| **Other Provisions:** | SEE SCHEDULE "B" ATTACHED HERETO |

**Holding Shares In:**

| Legal Entity Name |
|---|
| WEST MARKET SQUARE INC. |
| SUNWOLD FARMS LIMITED |
| SUNTERRA BEEF LTD. |
| SUNTERRA KEYNOTE MARKET INC. |
| PRECISION LIVESTOCK DIAGNOSTICS LTD. |

## Other Information:

**Last Annual Return Filed:**

| File Year | Date Filed (YYYY/MM/DD) |
|---|---|
| 2024 | 2025/03/04 |

**Filing History:**

| List Date (YYYY/MM/DD) | Type of Filing |
|---|---|
| 1997/12/05 | Incorporate Alberta Corporation |
| 2000/02/01 | Status Changed to Start for Failure to File Annual Returns |
| 2013/11/24 | Change Address |
| 2015/10/22 | Name/Structure Change Alberta Corporation |

| | |
|---|---|
| 2020/02/17 | Update BN |
| 2024/09/06 | Change Agent for Service |
| 2025/03/04 | Enter Annual Returns for Alberta and Extra-Provincial Corp. |
| 2025/03/05 | Change Director / Shareholder |

**Attachments:**

| Attachment Type | Microfilm Bar Code | Date Recorded (YYYY/MM/DD) |
|---|---|---|
| Share Structure | ELECTRONIC | 1999/10/27 |
| Share Structure | ELECTRONIC | 2015/10/22 |
| Other Rules or Provisions | ELECTRONIC | 2015/10/22 |

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Government of Alberta ■ Corporation/Non-Profit Search
## Corporate Registration System

Date of Search: 2025/03/11
Time of Search: 04:02 PM
Search provided by: BLUE ROCK LAW LLP
Service Request Number: 44154221
Customer Reference Number: 1375-00001

**Corporate Access Number:** 208123729
**Business Number:** 868455130
**Legal Entity Name:** SUNTERRA FOOD CORPORATION

**Legal Entity Status:** Active
**Alberta Corporation Type:** Named Alberta Corporation
**Registration Date:** 1998/12/24 YYYY/MM/DD

**Registered Office:**
**Street:** 1600, 421 - 7TH AVENUE SW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2P4K9

**Records Address:**
**Street:** 1600, 421 - 7TH AVENUE SW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2P4K9

**Email Address:** GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM

**Primary Agent for Service:**

| Last Name | First Name | Middle Name | Firm Name | Street | City | Province | Postal Code | Email |
|---|---|---|---|---|---|---|---|---|
| MULLINS | JASON | | GOWLING WLG (CANADA) LLP/GOWLING WLG (CANADA) S.E.N.C.R.L., S.R.L. | 1600, 421 - 7TH AVENUE SW | CALGARY | ALBERTA | T2P4K9 | GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM |

**Directors:**

**Last Name:** LORD
**First Name:** JOYCE
**Street/Box Number:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0

**Last Name:** PRICE
**First Name:** RAY
**Street/Box Number:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0

**Last Name:** PRICE
**First Name:** ARTHUR
**Street/Box Number:** 242161 RR 34
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T3Z2G2

**Last Name:** PRICE
**First Name:** ALLAN
**Street/Box Number:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0

**Last Name:** PRICE
**First Name:** DAVID
**Street/Box Number:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0

**Last Name:** PRICE
**First Name:** GLEN
**Street/Box Number:** 251251 WELLAND DRIVE
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T3R1L3

**Voting Shareholders:**

**Last Name:** PRICE
**First Name:** RAY
**Street:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0
**Percent Of Voting Shares:** 19.11

**Last Name:** PRICE
**First Name:** DAVID
**Street:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0
**Percent Of Voting Shares:** 37.45

**Last Name:** PRICE
**First Name:** DOUGLAS
**Street:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0
**Percent Of Voting Shares:** 3.7

**Last Name:** PRICE
**First Name:** GLEN
**Street:** 251251 WELLAND DRIVE
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T3R1L3

**Percent Of Voting Shares:** 10.12

**Last Name:** PRICE
**First Name:** ARTHUR
**Middle Name:** R.
**Street:** 242161 RR 34
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T3Z2G2
**Percent Of Voting Shares:** 29.63

## Details From Current Articles:

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE SCHEDULE "A" ATTACHED HERETO
**Share Transfers Restrictions:** SEE SCHEDULE "B" ATTACHED HERETO
**Min Number Of Directors:** 1
**Max Number Of Directors:** 15
**Business Restricted To:** NO RESTRICTIONS
**Business Restricted From:** NO RESTRICTIONS
**Other Provisions:** SEE SCHEDULE "C" ATTACHED HERETO

**Holding Shares In:**

| Legal Entity Name |
|---|
| SUNTERRA QUALITY FOOD MARKETS (CALGARY) LTD. |
| TROCHU MEAT PROCESSORS LTD. |
| SUNTERRA QUALITY FOOD MARKETS (BANKERS HALL) LTD. |
| SUNTERRA QUALITY FOOD MARKETS (COMMERCE PLACE) LTD. |
| SUNTERRA QUALITY FOOD MARKETS INC. |
| SUNTERRA QUALITY FOOD MARKETS INC. |
| TROCHU MEAT PROCESSORS LTD. |
| SOLETERRA D'ITALIA LTD. |

## Other Information:

**Last Annual Return Filed:**

| File Year | Date Filed (YYYY/MM/DD) |
|---|---|
| 2024 | 2025/03/04 |

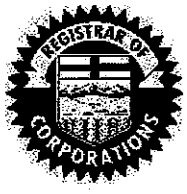
**Filing History:**

| List Date (YYYY/MM/DD) | Type of Filing |
|---|---|
| 1998/12/24 | Incorporate Alberta Corporation |
| 2013/11/24 | Change Address |
| 2015/10/22 | Name/Structure Change Alberta Corporation |
| 2020/02/17 | Update BN |
| 2024/09/06 | Change Agent for Service |
| 2025/03/04 | Enter Annual Returns for Alberta and Extra-Provincial Corp. |
| 2025/03/05 | Change Director / Shareholder |

**Attachments:**

| Attachment Type | Microfilm Bar Code | Date Recorded (YYYY/MM/DD) |
|---|---|---|
| Share Structure | ELECTRONIC | 1998/12/24 |
| Restrictions on Share Transfers | ELECTRONIC | 1998/12/24 |
| Other Rules or Provisions | ELECTRONIC | 1998/12/24 |
| Statutory Declaration Notice Error | 10000198000737411 | 1999/04/30 |
| Share Structure | ELECTRONIC | 1999/10/27 |
| Other Rules or Provisions | ELECTRONIC | 2015/10/22 |
| Share Structure | ELECTRONIC | 2015/10/22 |

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Government of Alberta ■ Corporation/Non-Profit Search
## Corporate Registration System

Date of Search: 2025/03/11
Time of Search: 03:48 PM
Search provided by: BLUE ROCK LAW LLP
Service Request Number: 44153951
Customer Reference Number: 1375-00001

**Corporate Access Number:** 208599100
**Business Number:** 891989998
**Legal Entity Name:** SUNTERRA FARMS LTD.

**Legal Entity Status:** Active
**Alberta Corporation Type:** Named Alberta Corporation
**Method of Registration:** Amalgamation
**Registration Date:** 2000/01/01 YYYY/MM/DD
**Date of Last Status Change:** 2007/07/31 YYYY/MM/DD

**Revival/Restoration Date:** 2007/07/31 YYYY/MM/DD

**Registered Office:**
**Street:** 1600, 421 - 7TH AVENUE SW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2P4K9

**Records Address:**
**Street:** 1600, 421 - 7TH AVENUE SW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2P4K9

**Email Address:** GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM

**Primary Agent for Service:**

| Last Name | First Name | Middle Name | Firm Name | Street | City | Province | Postal Code | Email |
|---|---|---|---|---|---|---|---|---|
| MULLINS | JASON | | GOWLING WLG (CANADA) LLP/GOWLING WLG (CANADA) S.E.N.C.R.L., S.R.L. | 1600, 421 - 7TH AVENUE SW | CALGARY | ALBERTA | T2P4K9 | GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM |

**Directors:**

**Last Name:** PRICE
**First Name:** ARTHUR
**Street/Box Number:** 242161 RR 34
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T3Z2G2

**Last Name:** PRICE
**First Name:** RAY
**Street/Box Number:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY

**Province:** ALBERTA
**Postal Code:** T0M0A0

**Voting Shareholders:**

**Legal Entity Name:** SUNTERRA FARM ENTERPRISES LTD.
**Corporate Access Number:** 200549673
**Street:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0
**Percent Of Voting Shares:** 100

## Details From Current Articles:

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE SCHEDULE 'A' ATTACHED HERETO.
**Share Transfers Restrictions:** SEE SCHEDULE 'B' ATTACHED HERETO.
**Min Number Of Directors:** 1
**Max Number Of Directors:** 10
**Business Restricted To:** NONE
**Business Restricted From:** NONE
**Other Provisions:** SEE SCHEDULE 'C' ATTACHED HERETO.

**Holding Shares In:**

| Legal Entity Name |
|---|
| WEST LAND LIVESTOCK INC. |
| RANCHER'S BEEF LTD. |
| GENETIC ALLIANCE LTD. |
| SUNWOLD FARMS LIMITED |
| LARIAGRA FARMS LTD. |

## Other Information:

**Amalgamation Predecessors:**

| Corporate Access Number | Legal Entity Name |
|---|---|
| 200724334 | AVID ENTERPRISES LTD |
| 206745317 | MOUNTAIN VISTA FARMS LTD. |
| 206379562 | SUNTERRA FARMS LTD. |
| 208596916 | SUNTERRA FARMS ONTARIO LTD. |
| 203563317 | WESTCAN FARMS LTD. |

**Last Annual Return Filed:**

| File Year | Date Filed (YYYY/MM/DD) |
|---|---|
| 2025 | 2025/03/04 |

**Filing History:**

| List Date (YYYY/MM/DD) | Type of Filing |
|---|---|
| 2000/01/01 | Amalgamate Alberta Corporation |
| 2007/03/02 | Status Changed to Start for Failure to File Annual Returns |

| | |
|---|---|
| 2007/07/02 | Status Changed to Struck for Failure to File Annual Returns |
| 2007/07/31 | Initiate Revival of Alberta Corporation |
| 2007/07/31 | Complete Revival of Alberta Corporation |
| 2013/11/24 | Change Address |
| 2020/02/17 | Update BN |
| 2024/09/06 | Change Agent for Service |
| 2025/03/04 | Change Director / Shareholder |
| 2025/03/04 | Enter Annual Returns for Alberta and Extra-Provincial Corp. |

**Attachments:**

| Attachment Type | Microfilm Bar Code | Date Recorded (YYYY/MM/DD) |
|---|---|---|
| Statutory Declaration | 10000898000737441 | 2000/01/01 |
| Amalgamation Agreement | 10000698000737442 | 2000/01/01 |
| Restrictions on Share Transfers | ELECTRONIC | 2000/01/01 |
| Other Rules or Provisions | ELECTRONIC | 2000/01/01 |
| Share Structure | ELECTRONIC | 2000/01/01 |

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Government of Alberta ■ Corporation/Non-Profit Search
## Corporate Registration System

Date of Search: 2025/03/11
Time of Search: 04:03 PM
Search provided by: BLUE ROCK LAW LLP
Service Request Number: 44154241
Customer Reference Number: 1375-00001

**Corporate Access Number:** 2017904521
**Business Number:** 105404388
**Legal Entity Name:** TROCHU MEAT PROCESSORS LTD.

**Legal Entity Status:** Active
**Alberta Corporation Type:** Named Alberta Corporation
**Method of Registration:** Amalgamation
**Registration Date:** 2014/01/01 YYYY/MM/DD

**Registered Office:**
**Street:** 1600, 421 - 7 AVENUE SW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2P4K9

**Records Address:**
**Street:** 1600, 421 - 7 AVENUE SW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2P4K9

**Email Address:** GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM

**Primary Agent for Service:**

| Last Name | First Name | Middle Name | Firm Name | Street | City | Province | Postal Code | Email |
|---|---|---|---|---|---|---|---|---|
| MULLINS | JASON | | GOWLING WLG (CANADA) LLP/GOWLING WLG (CANADA) S.E.N.C.R.L., S.R.L. | 1600, 421 - 7TH AVENUE SW | CALGARY | ALBERTA | T2P4K9 | GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM |

**Directors:**

**Last Name:** PRICE
**First Name:** GLEN
**Street/Box Number:** 251251 WELLAND DRIVE
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T3R1L3

**Last Name:** PRICE
**First Name:** RAY
**Street/Box Number:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0

**Voting Shareholders:**

| | |
|---|---|
| **Legal Entity Name:** | SUNTERRA FOOD CORPORATION |
| **Corporate Access Number:** | 208123729 |
| **Street:** | 200, 1851 SIROCCO DRIVE SW |
| **City:** | CALGARY |
| **Province:** | ALBERTA |
| **Postal Code:** | T3H4R5 |
| **Percent Of Voting Shares:** | 100 |

## Details From Current Articles:

**The information in this legal entity table supersedes equivalent electronic attachments**

| | |
|---|---|
| **Share Structure:** | SEE SHARE STRUCTURE SCHEDULE ATTACHED HERETO. |
| **Share Transfers Restrictions:** | NO SHARES IN THE CAPITAL STOCK OF THE CORPORATION SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS. |
| **Min Number Of Directors:** | 1 |
| **Max Number Of Directors:** | 15 |
| **Business Restricted To:** | NO RESTRICTIONS. |
| **Business Restricted From:** | NO RESTRICTIONS. |
| **Other Provisions:** | NO SECURITIES OF THE CORPORATION, OTHER THAN NON-CONVERTIBLE DEBT SECURITIES, SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS. |

## Other Information:

**Amalgamation Predecessors:**

| Corporate Access Number | Legal Entity Name |
|---|---|
| 207900515 | SUNTERRA MEATS LTD. |
| 206378630 | TROCHU MEAT PROCESSORS LTD. |

**Last Annual Return Filed:**

| File Year | Date Filed (YYYY/MM/DD) |
|---|---|
| 2024 | 2024/02/29 |

**Outstanding Returns:**

Annual returns are outstanding for the 2025 file year(s).

**Filing History:**

| List Date (YYYY/MM/DD) | Type of Filing |
|---|---|
| 2014/01/01 | Amalgamate Alberta Corporation |
| 2020/02/21 | Update BN |
| 2024/02/29 | Enter Annual Returns for Alberta and Extra-Provincial Corp. |
| 2024/09/06 | Change Agent for Service |
| 2025/03/04 | Change Director / Shareholder |

**Attachments:**

| Attachment Type | Microfilm Bar Code | Date Recorded (YYYY/MM/DD) |
|---|---|---|
| Statutory Declaration | 10000407115352396 | 2014/01/01 |
| Share Structure | ELECTRONIC | 2014/01/01 |

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Government of Alberta ■ Corporation/Non-Profit Search
## Corporate Registration System

Date of Search: 2025/03/11
Time of Search: 04:05 PM
Search provided by: BLUE ROCK LAW LLP
Service Request Number: 44154257
Customer Reference Number: 1375-00001

**Corporate Access Number:** 2016328797
**Business Number:** 892593856
**Legal Entity Name:** SUNTERRA QUALITY FOOD MARKETS INC.

**Legal Entity Status:** Active
**Alberta Corporation Type:** Named Alberta Corporation
**Method of Registration:** Amalgamation
**Registration Date:** 2011/10/02 YYYY/MM/DD

**Registered Office:**
**Street:** 1600, 421 - 7TH AVENUE SW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2P4K9

**Records Address:**
**Street:** 1600, 421 - 7TH AVENUE SW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2P4K9

**Email Address:** GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM

**Primary Agent for Service:**

| Last Name | First Name | Middle Name | Firm Name | Street | City | Province | Postal Code | Email |
|---|---|---|---|---|---|---|---|---|
| MULLINS | JASON | | GOWLING WLG (CANADA) LLP/GOWLING WLG (CANADA) S.E.N.C.R.L., S.R.L. | 1600, 421 - 7TH AVENUE SW | CALGARY | ALBERTA | T2P4K9 | GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM |

**Directors:**

**Last Name:** PRICE
**First Name:** ARTHUR
**Middle Name:** R.
**Street/Box Number:** 242161 RR 34
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T3Z2G2

**Last Name:** PRICE
**First Name:** GLEN
**Street/Box Number:** 251251 WELLAND DRIVE
**City:** CALGARY
**Province:** ALBERTA

**Postal Code:** T3R1L3

**Last Name:** PRICE
**First Name:** RAY
**Street/Box Number:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0

**Voting Shareholders:**

**Legal Entity Name:** SUNTERRA FOOD CORPORATION
**Corporate Access Number:** 208123729
**Street:** 200, 1851 SIROCCO DRIVE SW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T3H4R5
**Percent Of Voting Shares:** 100

## Details From Current Articles:

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** SEE SCHEDULE "A" ATTACHED HERETO.
**Share Transfers Restrictions:** NO SHARES IN THE CAPITAL OF THE CORPORATION SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS
**Min Number Of Directors:** 1
**Max Number Of Directors:** 15
**Business Restricted To:** NO RESTRICTIONS.
**Business Restricted From:** NO RESTRICTIONS.
**Other Provisions:** SEE SCHEDULE "B" ATTACHED HERETO.

**Associated Registrations under the Partnership Act:**

| Trade Partner Name | Registration Number |
|---|---|
| SUNTERRA CATERING | TN17882804 |
| SUNTERRA MARKET | TN17882747 |
| SUNTERRA MARKET & CAFÉ | TN21677273 |
| SUNTERRA MARKET CATERING | TN17882788 |
| SUNTERRA MARKETBAR | TN21691308 |
| SUNTERRA MARKETPLACE | TN17882770 |
| SUNTERRA MARKETS | TN17882762 |
| SUNTERRA QUALITY FOOD MARKETS | TN17882721 |
| SUNTERRA QUALITY FOODS | TN17882739 |

## Other Information:

**Amalgamation Predecessors:**

| Corporate Access Number | Legal Entity Name |
|---|---|
| 2015050566 | SUNTERRA KEYNOTE MARKET INC. |
| 2010243364 | SUNTERRA QUALITY FOOD MARKETS INC. |

**Last Annual Return Filed:**

| File Year | Date Filed (YYYY/MM/DD) |
|---|---|
| 2024 | 2025/03/04 |

**Filing History:**

| List Date (YYYY/MM/DD) | Type of Filing |
|---|---|
| 2011/10/02 | Amalgamate Alberta Corporation |
| 2013/11/25 | Change Address |
| 2020/02/20 | Update BN |
| 2024/09/06 | Change Agent for Service |
| 2025/03/04 | Enter Annual Returns for Alberta and Extra-Provincial Corp. |
| 2025/03/04 | Change Director / Shareholder |

**Attachments:**

| Attachment Type | Microfilm Bar Code | Date Recorded (YYYY/MM/DD) |
|---|---|---|
| Share Structure | ELECTRONIC | 2011/10/02 |
| Other Rules or Provisions | ELECTRONIC | 2011/10/02 |
| Statutory Declaration | 10000007104686313 | 2011/10/02 |

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.

# Government of Alberta ■ Corporation/Non-Profit Search
## Corporate Registration System

Date of Search: 2025/03/11
Time of Search: 03:49 PM
Search provided by: BLUE ROCK LAW LLP
Service Request Number: 44153927
Customer Reference Number: 1375-00001

**Corporate Access Number:** 2018573952
**Business Number:** 862034238
**Legal Entity Name:** SUNWOLD FARMS LIMITED

**Legal Entity Status:** Active
**Alberta Corporation Type:** Named Alberta Corporation
**Method of Registration:** Amalgamation
**Registration Date:** 2014/11/01 YYYY/MM/DD

**Registered Office:**
**Street:** 1600, 421 - 7TH AVENUE SW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2P4K9

**Records Address:**
**Street:** 1600, 421 - 7TH AVENUE SW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2P4K9

**Email Address:** GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM

**Primary Agent for Service:**

| Last Name | First Name | Middle Name | Firm Name | Street | City | Province | Postal Code | Email |
|---|---|---|---|---|---|---|---|---|
| MULLINS | JASON | | GOWLING WLG (CANADA) LLP/GOWLING WLG (CANADA) S.E.N.C.R.L., S.R.L. | 1600, 421 - 7TH AVENUE SW | CALGARY | ALBERTA | T2P4K9 | GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM |

**Directors:**

**Last Name:** PRICE
**First Name:** ARTHUR
**Middle Name:** R.
**Street/Box Number:** 242161 RR 34
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T3Z2G2

**Last Name:** PRICE
**First Name:** RAY
**Street/Box Number:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA

**Postal Code:** T0M0A0

**Voting Shareholders:**

**Legal Entity Name:** SUNTERRA FARMS LTD.
**Corporate Access Number:** 208599100
**Street:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0
**Percent Of Voting Shares:** 100

## Details From Current Articles:

**The information in this legal entity table supersedes equivalent electronic attachments**

| | |
|---|---|
| **Share Structure:** | SEE SCHEDULE "A" ATTACHED HERETO. |
| **Share Transfers Restrictions:** | NO SHARES IN THE CAPITAL STOCK OF THE CORPORATION SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS. |
| **Min Number Of Directors:** | 1 |
| **Max Number Of Directors:** | 15 |
| **Business Restricted To:** | NO RESTRICTIONS. |
| **Business Restricted From:** | NO RESTRICTIONS. |
| **Other Provisions:** | NO SECURITIES OF THE CORPORATION, OTHER THAN NON-CONVERTIBLE DEBT SECURITIES, SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS. |

## Other Information:

**Amalgamation Predecessors:**

| Corporate Access Number | Legal Entity Name |
|---|---|
| 2018435459 | QUAD AGRA LTD. |
| 2011394372 | SUNWOLD FARMS LIMITED |

**Last Annual Return Filed:**

| File Year | Date Filed (YYYY/MM/DD) |
|---|---|
| 2024 | 2025/03/04 |

**Filing History:**

| List Date (YYYY/MM/DD) | Type of Filing |
|---|---|
| 2014/11/01 | Amalgamate Alberta Corporation |
| 2019/07/18 | Name/Structure Change Alberta Corporation |
| 2020/02/22 | Update BN |
| 2024/09/06 | Change Agent for Service |
| 2025/03/04 | Enter Annual Returns for Alberta and Extra-Provincial Corp. |
| 2025/03/04 | Change Director / Shareholder |

**Attachments:**

| Attachment Type | Microfilm Bar Code | Date Recorded (YYYY/MM/DD) |
|---|---|---|
| Share Structure | ELECTRONIC | 2014/11/01 |
| Statutory Declaration | 10000307115353240 | 2014/11/01 |
| Share Structure | ELECTRONIC | 2019/07/18 |

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# Government of Alberta ■ Corporation/Non-Profit Search
## Corporate Registration System

Date of Search: 2025/03/11
Time of Search: 03:51 PM
Search provided by: BLUE ROCK LAW LLP
Service Request Number: 44153986
Customer Reference Number: 1375-00001

**Corporate Access Number:** 2020887630
**Business Number:** 773286513
**Legal Entity Name:** LARIAGRA FARMS LTD.

**Legal Entity Status:** Active
**Alberta Corporation Type:** Named Alberta Corporation
**Registration Date:** 2017/12/28 YYYY/MM/DD

**Registered Office:**
**Street:** 1600, 421 - 7TH AVENUE SW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2P4K9

**Records Address:**
**Street:** 1600, 421 - 7TH AVENUE SW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2P4K9

**Email Address:** GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM

**Primary Agent for Service:**

| Last Name | First Name | Middle Name | Firm Name | Street | City | Province | Postal Code | Email |
|---|---|---|---|---|---|---|---|---|
| MULLINS | JASON | | GOWLING WLG (CANADA) LLP/GOWLING WLG (CANADA) S.E.N.C.R.L., S.R.L. | 1600, 421 - 7TH AVENUE SW | CALGARY | ALBERTA | T2P4K9 | GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM |

**Directors:**

**Last Name:** PRICE
**First Name:** ARTHUR
**Middle Name:** R.
**Street/Box Number:** 242161 RR 34
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T3Z2G2

**Last Name:** PRICE
**First Name:** RAY
**Street/Box Number:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0

**Voting Shareholders:**

| | |
|---|---|
| **Legal Entity Name:** | SUNTERRA FARMS LTD. |
| **Corporate Access Number:** | 208599100 |
| **Street:** | BOX 266, 294009 RANGE ROAD 260 |
| **City:** | KNEEHILL COUNTY |
| **Province:** | ALBERTA |
| **Postal Code:** | T0M0A0 |
| **Percent Of Voting Shares:** | 100 |

## Details From Current Articles:

**The information in this legal entity table supersedes equivalent electronic attachments**

| | |
|---|---|
| **Share Structure:** | SEE SHARE STRUCTURE SCHEDULE ATTACHED HERETO. |
| **Share Transfers Restrictions:** | NO SHARES IN THE CAPITAL STOCK OF THE CORPORATION SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS. |
| **Min Number Of Directors:** | 1 |
| **Max Number Of Directors:** | 15 |
| **Business Restricted To:** | NO RESTRICTIONS. |
| **Business Restricted From:** | NO RESTRICTIONS. |
| **Other Provisions:** | NO SECURITIES OF THE CORPORATION, OTHER THAN NON-CONVERTIBLE DEBT SECURITIES, SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS. |

## Other Information:

**Last Annual Return Filed:**

| File Year | Date Filed (YYYY/MM/DD) |
|---|---|
| 2024 | 2025/03/04 |

**Filing History:**

| List Date (YYYY/MM/DD) | Type of Filing |
|---|---|
| 2017/12/28 | Incorporate Alberta Corporation |
| 2020/02/22 | Update BN |
| 2024/09/04 | Change Agent for Service |
| 2025/03/04 | Change Director / Shareholder |
| 2025/03/04 | Enter Annual Returns for Alberta and Extra-Provincial Corp. |

**Attachments:**

| Attachment Type | Microfilm Bar Code | Date Recorded (YYYY/MM/DD) |
|---|---|---|
| Share Structure | ELECTRONIC | 2017/12/28 |

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.


REGISTRAR OF
CORPORATIONS

# Government of Alberta ■ Corporation/Non-Profit Search
## Corporate Registration System

Date of Search: 2025/03/11
Time of Search: 04:10 PM
Search provided by: BLUE ROCK LAW LLP
Service Request Number: 44154337
Customer Reference Number: 1375-00001

**Corporate Access Number:** 2012851669
**Business Number:** 832859219
**Legal Entity Name:** SUNTERRA BEEF LTD.

**Name History:**

| Previous Legal Entity Name | Date of Name Change (YYYY/MM/DD) |
|---|---|
| 1285166 ALBERTA LTD. | 2007/10/18 |

**Legal Entity Status:** Active
**Alberta Corporation Type:** Named Alberta Corporation
**Registration Date:** 2006/12/01 YYYY/MM/DD
**Date of Last Status Change:** 2009/05/01 YYYY/MM/DD

**Registered Office:**
**Street:** 1600, 421 - 7TH AVENUE SW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2P4K9

**Records Address:**
**Street:** 1600, 421 - 7TH AVENUE SW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2P4K9

**Email Address:** GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM

**Primary Agent for Service:**

| Last Name | First Name | Middle Name | Firm Name | Street | City | Province | Postal Code | Email |
|---|---|---|---|---|---|---|---|---|
| MULLINS | JASON | | GOWLING WLG (CANADA) LLP/GOWLING WLG (CANADA) S.E.N.C.R.L., S.R.L. | 1600, 421 - 7TH AVENUE SW | CALGARY | ALBERTA | T2P4K9 | GWLG.CALGARY.CORPORATE@GOWLINGWLG.COM |

**Directors:**

**Last Name:** PRICE
**First Name:** GLEN
**Street/Box Number:** 251251 WELLAND DRIVE
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T3R1L3

**Last Name:** PRICE

**First Name:** RAY
**Street/Box Number:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0

**Voting Shareholders:**

**Legal Entity Name:** C L RANCHES LTD.
**Corporate Access Number:** 2017154341
**Street:** 450, 808 - 4TH AVENUE SW
**City:** CALGARY
**Province:** ALBERTA
**Postal Code:** T2P3E8
**Percent Of Voting Shares:** 2.05

**Last Name:** HICKMAN
**First Name:** RUBEN
**Middle Name:** A.
**Street:** RR4, BOX 4, SITE 410
**City:** SHERWOOD PARK
**Province:** ALBERTA
**Postal Code:** T8A3K4
**Percent Of Voting Shares:** .63

**Last Name:** STEWART
**First Name:** WILBUR
**Street:** PO BOX 235
**City:** BIG VALLEY
**Province:** ALBERTA
**Postal Code:** T0J0G0
**Percent Of Voting Shares:** .93

**Legal Entity Name:** SUNTERRA ENTERPRISES INC.
**Corporate Access Number:** 207658741
**Street:** BOX 266, 294009 RANGE ROAD 260
**City:** KNEEHILL COUNTY
**Province:** ALBERTA
**Postal Code:** T0M0A0
**Percent Of Voting Shares:** 93.93

## Details From Current Articles:

**The information in this legal entity table supersedes equivalent electronic attachments**

**Share Structure:** THE ATTACHED SCHEDULE RE AUTHORIZED SHARES IS INCORPORATED IN THIS FORM.
**Share Transfers Restrictions:** THE ATTACHED SCHEDULE RE SHARE TRANSFER RESTRICTIONS IS INCORPORATED IN THIS FORM.
**Min Number Of Directors:** 1
**Max Number Of Directors:** 15
**Business Restricted To:** NOT APPLICABLE
**Business Restricted From:** NOT APPLICABLE
**Other Provisions:** THE ATTACHED SCHEDULE RE OTHER PROVISIONS IS INCORPORATED IN THIS FORM.

## Other Information:

**Last Annual Return Filed:**

| File Year | Date Filed (YYYY/MM/DD) |
|---|---|
| 2024 | 2025/03/04 |

**Filing History:**

| List Date (YYYY/MM/DD) | Type of Filing |
|---|---|
| 2006/12/01 | Incorporate Alberta Corporation |
| 2007/10/18 | Name Change Alberta Corporation |
| 2009/02/02 | Status Changed to Start for Failure to File Annual Returns |
| 2016/01/25 | Change Address |
| 2016/02/10 | Capture Microfilm/Electronic Attachments |
| 2020/02/19 | Update BN |
| 2024/09/06 | Change Agent for Service |
| 2025/03/04 | Change Director / Shareholder |
| 2025/03/04 | Enter Annual Returns for Alberta and Extra-Provincial Corp. |

**Attachments:**

| Attachment Type | Microfilm Bar Code | Date Recorded (YYYY/MM/DD) |
|---|---|---|
| Share Structure | ELECTRONIC | 2006/12/01 |
| Restrictions on Share Transfers | ELECTRONIC | 2006/12/01 |
| Other Rules or Provisions | ELECTRONIC | 2006/12/01 |
| Amended Annual Return | 10000707115274934 | 2013/06/04 |
| Amended Annual Return | 10000107121023099 | 2016/02/09 |

The Registrar of Corporations certifies that, as of the date of this search, the above information is an accurate reproduction of data contained in the official public records of Corporate Registry.



# State of South Dakota

## Office of the Secretary of State

## Certificate of Certified Copies

**I, Monae L. Johnson**, Secretary of State of the State of South Dakota, hereby certify that the specified attached documents for Lariagra Farms South, Inc., Business ID DB141430 are true and correct copies and were filed in this office on the date(s) indicated below.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and caused to be affixed the Great Seal of the State of South Dakota, in Pierre, the Capital City, this day, September 3, 2025.

Monae L. Johnson

**Monae L. Johnson**
**Secretary of State**

Request#: 0181299

The attached document(s) was/were filed in this office on the date(s) indicated below:

| Filing Description | Date Filed | DLN# | Pages |
|---|---|---|---|
| 2024 Annual Report | 10/07/2024 | B0331-5320 | 2 |

532590284

B0331-5320 10/07/2024 4:20PM Rec'd by SD SOS

# ANNUAL REPORT

Secretary of State
500 E. Capitol Ave
Pierre, SD 57501-5070
(605) 773-4845

**2024**
FILING YEAR

Domestic Business Corporation
**SDCL 59-11-24, 24.1**

**Please Type or Print Clearly in Ink**
**Please submit one Original**
**Make payable to the SECRETARY OF STATE**

**Filing Fee: $50**

**Total Fee: $50**

1. Business ID and Name:

   **DB141430**
   BUSINESS ID

   **Lariagra Farms South, Inc.**
   BUSINESS NAME

2. The jurisdiction under whose law it is formed **SOUTH DAKOTA**

3. The address of the principal executive office (business address):

   Actual Street Address
   **907 WEST CEDAR STREET**
   **BERESFORD, SD 57004**

   Mailing Address
   **907 WEST CEDAR STREET**
   **BERESFORD, SD 57004**

4. The South Dakota Registered Agent's Name:

   South Dakota law permits the registered agent to be either (a) a noncommercial registered agent, (b) a commercial registered agent, or (c) an office holder.

   (a) The South Dakota Noncommercial Registered Agent's name

   Name **Ben Keeble**

   Actual Street Address in this State
   **907 WEST CEDAR STREET**
   **BERESFORD, SD 57004**

   Mailing Address in this State
   **907 WEST CEDAR STREET**
   **BERESFORD, SD 57004**

5. The names and business addresses of its principal officers.

| Title | Name | Address |
|---|---|---|
| | **Ben Keeble** | **907 West Cedar Street, Beresford SD 57004** |

6. The names and business addresses of its directors (governors).

| Name | Address |
|---|---|

7. 43-2A-1. "Agricultural land" defined.

   For purposes of this chapter, the term "agricultural land" means land capable of use in the production of agricultural crops, timber, livestock or livestock products, poultry or poultry products, milk or dairy products, or fruit and other horticultural products but does not include any royalty interest, any oil, gas, or other mineral interest, or any lease, right-of-way, option, or easement relating thereto, or any land zoned by a local governmental unit for a use other than and nonconforming with agricultural use

   Does the entity own any Agricultural land? (Required)

   No

   If the answer is yes, please answer below

   "Foreign Beneficial Owner" "Foreign entity" is registered outside of the United States or its territories or has more than ten percent ownership by a foreign government, foreign person, or any combination thereof. "Foreign Government" A Government or state- controlled enterprise of a government, other than the United States, its states, its territories, or its federally recognized Indian Tribes. "Foreign Person" A natural Person who is not a United States Citizen or a resident.

B0331-5321 10/07/2024 4:20PM Rec'd by SD SOS

Does the entity have any foreign beneficial owners/interests?

N/A

If the answer is yes to the questions above, please provide the information below

Provide a legal description of the agricultural land or a description of the land's common location in the space provided below.

N/A

The total acreage of agricultural land held by the entity.

N/A

The Current use of the agricultural land. As defined in SDCL 43-2A-1.

Check all that apply:

N/A

8. Beneficial Owners (optional): A beneficial owner is a person who has or in some manner controls an equity security. Please consult an attorney for legal advice if you have any questions concerning this entry. Any question under this heading is considered a request for legal advice and the secretary of state's office is, by statute, not permitted, to provide legal advice.

No person may execute this report knowing it is false in any material respect. Any violation may be subject to a civil and/or criminal penalty (SDCL 47-1A-129; 22-39-36).

| | |
|---|---|
| 10/07/2024 | *Kevin Lippert* |
| Dated | Signature of an Authorized Person |
| | Kevin Lippert |
| Email (Optional) | Printed Name |

Iowa Secretary of State
321 East 12th Street
Des Moines, IA 50319
sos.iowa.gov

**FILED**
Date **3/14/2024 10:11 AM**
Corp No **271665**
Cert No **A24271665**

# Iowa 2024 Biennial Report for an Iowa Corporation

## Required by Iowa Code Chapter 490.1621

SUNTERRA FARMS IOWA, INC.
Name of the Corporation

**Registered agent and registered Office**

DENNIS J MC MENIMEN
Full Name

| 115 3RD ST SE STE 500 | PO BOX 2107 | | |
|---|---|---|---|
| Address1 | Address2 | | |
| CEDAR RAPIDS | IA | 524062107 | USA |
| City | State | Zip | Country |

**Mailing Address of the Registered Office, if different from its street address**

| Address1 | Address2 | | |
|---|---|---|---|
| City | State | Zip | Country |

The corporation has no officers: ☐

The corporation has no directors: ☐

**Officers**

Director
Officer Type

BEN KEEBLE
Full Name

907 West Cedar Street
Address1 Address2

| Beresford | SD | 57004 | USA |
|---|---|---|---|
| City | State | Zip | Country |

President
Officer Type

RAY PRICE
Full Name

BOX 266
Address1 Address2

| ACME ALBERTA | | T0M0A0 | CAN |
|---|---|---|---|
| City | State | Zip | Country |

**Street Address of the Principal Office of the Corporation**

C/O DENNIS J. MCMENIMEN P.O. BOX 2107
Address1 Address2

| CEDAR RAPIDS | IA | 52406210 | USA |
|---|---|---|---|
| City | State | Zip | Country |

**Mailing Address of the Principal Office of the Corporation, if different from its street address**

Address1 Address2

| City | State | Zip | Country |
|---|---|---|---|

No
Does the corporation hold an interest in agricultural land in Iowa?

No
Is the corporation a "family farm corporation?"

**Signature**

Kevin Lippert
Authorized Person

03/14/2024 10:03:49
Date

# State of South Dakota

## Office of the Secretary of State

## Certificate of Certified Copies

**I, Monae L. Johnson**, Secretary of State of the State of South Dakota, hereby certify that the specified attached documents for Sunwold Farms, Inc., Business ID DB141431 are true and correct copies and were filed in this office on the date(s) indicated below.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and caused to be affixed the Great Seal of the State of South Dakota, in Pierre, the Capital City, this day, September 3, 2025.

Monae L. Johnson

**Monae L. Johnson**
**Secretary of State**

Request#: 0181298

The attached document(s) was/were filed in this office on the date(s) indicated below:

| Filing Description | Date Filed | DLN# | Pages |
|---|---|---|---|
| 2024 Annual Report | 10/07/2024 | B0331-5341 | 2 |

532590297

B0331-5341 10/07/2024 4:27PM Rec'd by SD SOS

# ANNUAL REPORT

Domestic Business Corporation
**SDCL 59-11-24, 24.1**

Secretary of State
500 E. Capitol Ave
Pierre, SD 57501-5070
(605) 773-4845

**2024**
FILING YEAR

**Please Type or Print Clearly in Ink**
**Please submit one Original**
**Make payable to the SECRETARY OF STATE**

**Filing Fee: $50**

**Total Fee: $50**

1. Business ID and Name:

   **DB141431**
   BUSINESS ID

   **Sunwold Farms, Inc.**
   BUSINESS NAME

2. The jurisdiction under whose law it is formed **SOUTH DAKOTA**

3. The address of the principal executive office (business address):

   Actual Street Address
   **907 WEST CEDAR STREET**
   **BERESFORD, SD 57004**

   Mailing Address
   **907 WEST CEDAR STREET**
   **BERESFORD, SD 57004**

4. The South Dakota Registered Agent's Name:

   South Dakota law permits the registered agent to be either (a) a noncommercial registered agent, (b) a commercial registered agent, or (c) an office holder.

   (a) The South Dakota Noncommercial Registered Agent's name

   Name **Ben Keeble**

   Actual Street Address in this State
   **907 WEST CEDAR STREET**
   **BERESFORD, SD 57004**

   Mailing Address in this State
   **907 WEST CEDAR STREET**
   **BERESFORD, SD 57004**

5. The names and business addresses of its principal officers.

| Title | Name | Address |
|---|---|---|
| | **Ben Keeble** | **907 West Cedar Street, Beresford SD 57004** |

6. The names and business addresses of its directors (governors).

| Name | Address |
|---|---|

7. 43-2A-1. "Agricultural land" defined.

   For purposes of this chapter, the term "agricultural land" means land capable of use in the production of agricultural crops, timber, livestock or livestock products, poultry or poultry products, milk or dairy products, or fruit and other horticultural products but does not include any royalty interest, any oil, gas, or other mineral interest, or any lease, right-of-way, option, or easement relating thereto, or any land zoned by a local governmental unit for a use other than and nonconforming with agricultural use

   Does the entity own any Agricultural land? (Required)

   No

   If the answer is yes, please answer below

   "Foreign Beneficial Owner" "Foreign entity" Is registered outside of the United States or its territories or has more than ten percent ownership by a foreign government, foreign person, or any combination thereof. "Foreign Government" A Government or state- controlled enterprise of a government, other than the United States, its states, its territories, or its federally recognized Indian Tribes. "Foreign Person" A natural Person who is not a United States Citizen or a resident.

B0331-5342 10/07/2024 4:27PM Rec'd by SD SOS

Does the entity have any foreign beneficial owners/interests?

N/A

If the answer is yes to the questions above, please provide the information below

Provide a legal description of the agricultural land or a description of the land's common location in the space provided below.

N/A

The total acreage of agricultural land held by the entity.

N/A

The Current use of the agricultural land. As defined in SDCL 43-2A-1.

Check all that apply:

N/A

8. Beneficial Owners (optional): A beneficial owner is a person who has or in some manner controls an equity security. Please consult an attorney for legal advice if you have any questions concerning this entry. Any question under this heading is considered a request for legal advice and the secretary of state's office is, by statute, not permitted, to provide legal advice.

No person may execute this report knowing it is false in any material respect. Any violation may be subject to a civil and/or criminal penalty (SDCL 47-1A-129; 22-39-36).

| | |
|---|---|
| 10/07/2024 | *Kevin Lippert* |
| Dated | Signature of an Authorized Person |
| | Kevin Lippert |
| Email (Optional) | Printed Name |

This is Exhibit "B" referred to in the Affidavit (or statuary declaration) of Arthur Lui sworn (or affirmed or declared) before me this 5 day of September, 2025
Scott Chimuk
Barrister & Solicitor
A Commissioner for Oaths in and for Alberta

CWB Canadian Western Bank

October 28, 2020

Sunterra Food Corporation
117 Main Street
Box 266
Acme, Alberta, T0M 0A0

**Attention:** Ray Price

On the basis of the financial statements and other information provided by Sunterra Food Corporation, Trochu Meats Processors Ltd, and Sunterra Quality Food Markets (the "Borrowers"), and by all entities in the Sunterra Group of Companies (the "Guarantors") in connection with your request for financing, Canadian Western Bank (the "Bank") has authorized the following loans subject to the terms and conditions outlined in this Commitment Letter (the "Agreement").

The Agreement is an amendment to, and a restatement of, that certain Commitment Letter dated December 21, 2016, as previously amended by letters dated March 4, 2018, and supersedes those letters in their entirety.

1. **LOAN AMOUNTS**:

1.1. Loan Segment (1): Demand Operating Loan in the amount of $10,000,000.

1.2. Loan Segment (2): Demand Non Revolving Loan #1 (DNR #1) in the amount outstanding of $1,404,360.54.

Collectively referred to as "the Loans".

2. **PURPOSE OF LOANS**:

Amounts advanced by the Bank are to be used by the Borrower as follows:

2.1. Loan Segment (1): To finance the day-to-day operations of the Borrower's business.

2.2. Loan Segment (2): To assist in re-financing a previous credit facility and additional sums for working capital.

3. **INTEREST RATES**:

Loans shall bear interest while outstanding before and after maturity and default at the following rates:

3.1. Loan Segment (1): Interest to float at a rate of 1.50% per annum above the Bank's Prime Lending Rate ("Prime"). As of the date of this Agreement, Prime is 2.45% per annum.

3.2. Loan Segment (2): Interest to float at a rate of 1.50% per annum above Prime.

Unless otherwise specified, all interest shall be payable without demand on the dates specified by the Bank and shall be calculated daily, compounded monthly. Overdue interest shall bear interest at the same rate.

4. **ADVANCES**:

4.1. Loan Segment (1) will be available following satisfaction of the Margin Conditions and Conditions Precedent as set forth in Schedules "B" and "D" herein attached.

4.2. Loan Segment (2) is a continuation of a Demand Non Revolving Loan originally advanced on January 26, 2017.

5. **REPAYMENT**:

All amounts outstanding under all segments shall be repaid on demand. Unless demanded, the Bank will accept payment as follows:

5.1. Loan Segment (1): On demand.

5.2. Loan Segment (2): To reduce by equal blended monthly payments. Payments are based on the original amortization of 10 years.

For any DNR loan advanced on a floating rate basis with blended monthly payments, the Bank will have the discretion to vary the amount of the required monthly instalments each calendar quarter to reflect changes in Prime.

6. **FEES**:

6.1. The Borrower shall pay a monthly administration fee of $100 to cover the cost of administration in monitoring the Line of Credit and review of all reporting information as outlined in the attached Schedule "C". This fee is in addition to the account's standard service charges.

6.2. The Borrower shall pay an annual review fee of $15,000 each year in conjunction with the annual review (based on the Borrower's fiscal year end financial statements) to renew outstanding loans.

6.3. The Borrower shall pay a late reporting fee of $100 for each monthly report. In addition, a fee of $100 per month, or portion thereof, shall apply for late provision of annual Financial Statements/Reporting after expiry of 120 day period.

6.4. The Borrower shall pay CWBdirect service fees as applicable.

7. **SECURITY**:

The attached Schedule "A" forms part of this Agreement.

8. **KEY COVENANTS/ CONDITIONS**:

The attached Schedule "B" forms part of this Agreement.

9. **REPORTING REQUIREMENTS**:

The attached Schedule "C" forms part of this Agreement.

10. **CONDITIONS PRECEDENT TO DRAWDOWN**:

The attached Schedule "D" forms part of this Agreement.

11. **GENERAL CONDITIONS**:

The attached Schedule "E" forms part of this Agreement.

12. **STANDARD LOAN TERMS AND DEFINITIONS**:

The attached Schedule "F" forms part of this Agreement.

13. **REVIEW**:

All loans are subject to review at any time by the Bank, and in any event will be reviewed annually, based on the year-end financial statements of the Borrowers and Guarantors.

14. **PREPAYMENT OF DEMAND NON REVOLVING LOAN**:

14.1. Prepayment of individual loan drawdowns are permitted without charges with the exception of loans drawn under the fixed rate option.

14.2. Loans drawn under the fixed rate option are subject to prepayment charges equal to the greater of the following:

(a) three (3) months interest calculated on the unpaid principal balance at the rate provided herein; or
(b) a prepayment charge equal to the Bank's Unwinding Costs.

15. **COSTS**:

All costs, including, but not limited to, legal counsel expense, appraisal fees, cost consultant fees and reasonable out-of-pocket expenses incurred by the Bank in connection with the preparation and registration of this Agreement and the Bank's security and the enforcement of the Bank's rights under this Agreement or the Bank's security are for the account of the Borrower and this Agreement will serve as the Bank's authority to charge this amount to the Borrower's deposit account under advice to the Borrower.

16. **ASSIGNMENT BY BORROWER**:

The Borrower shall not assign or encumber its rights and obligations under the Loan, this Agreement or the whole or any part of any advance to be made hereunder, without the prior written consent of the Bank.

17. **BANK'S COUNSEL**:

Legal work and documentation to be performed at the Borrower's expense through the Bank's counsel:

Gary Cochrane

Fasken Martineau DuMoulin LLP
First Canadian Centre
350 7th Avenue SW, Suite 3400
Calgary, Alberta, T2P 3N9

Telephone: (403) 261-5370
Email: gcochrane@fasken.com

18. **MATERIAL CHANGE**:

Acceptance of this Agreement by the Borrower provides full and sufficient acknowledgement that, if in the opinion of the Bank any material adverse change in risk occurs, including without limiting the generality of the foregoing, any material adverse change in the financial condition of the Borrower or any Guarantor, any obligation by the Bank to advance all or any portion of the loan may be withdrawn or cancelled at the sole discretion of the Bank, acting in a commercially reasonable manner.

19. **NON-MERGER**:

The terms and conditions set out herein shall not be superseded by nor merge in and shall survive the execution, delivery and/or registration of any instruments of security or evidences of indebtedness granted by the Borrowers and/or any Guarantors hereafter, and the advance of any funds by the Bank. In the event of a conflict between the security documents and the terms of this letter, the terms of the security documents shall govern.



APAff000058

20. **ACCOUNTING CHANGES:**

In the event that any Accounting Change (as defined below) shall occur and such change results in a change in the method of calculation of financial covenants, standards or terms in the Commitment Letter, then the Borrower and the Bank agree to enter into negotiations in order to amend such provisions of the Commitment Letter so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating the Borrower's financial condition shall be substantially the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as an amendment shall have been executed and delivered by the Borrowers to the Bank all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred.

Accounting Changes refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Canadian Institute of Chartered Accountants, and all events including changes resulting from implementation of the International Financial Reporting Standards to the extent required by the Canadian Accounting Standards Board.

**ACCEPTANCE**:

To become effective, this Agreement must be accepted in writing by the Borrower and all Guarantors.

If you are in agreement with the above terms and conditions (which includes by reference, all of those terms and conditions set forth in all of the attached Schedules), please sign and return the enclosed copy of this letter. Your account will be debited for $15,000, representing the annual review fee. This Agreement will expire if not accepted by November 11, 2020.

The foregoing Agreement is offered in good faith and is to be held in strict confidence.

Yours truly,
**CANADIAN WESTERN BANK**

Erin Depoe
AVP, Business Development

Dean Proctor
VP & Branch Manager

**ACKNOWLEDGEMENT:**

The Borrower certifies that all information provided to the Bank is true and hereby accept the terms and conditions set forth in the above Agreement (including all Schedules attached thereto).

Agreed to and accepted this _____ day of _____, 2020

**BORROWERS:**

**Sunterra Food Corporation**

Signed _____

Signed _____

**Trochu Meat Processors Ltd.**

Signed _____

Signed _____

**Sunterra Quality Food Markets Inc.**

Signed _____

Signed _____

## GUARANTORS:

We acknowledge receiving advice of the Agreement described above and agree our/my guarantee is binding even if the Bank changes or waives compliance with the terms of this Agreement.

Agreed to and accepted this _____ day of _____, 2020

**Soleterra d'Italia Ltd.**

Signed _____

Signed _____

**Sunterra Wine Markets Inc..**

Signed _____

Signed _____

**Sunterra Farms Enterprises Ltd.**

Signed _____

Signed _____

**Sunterra Enterprises Inc.**

Signed _____

Signed _____

**Sunterra Beef Ltd.**

Signed _____

Signed _____

Signed _____

Signed _____

## SCHEDULE "A" - DEMAND

## SECURITY

All security documentation described herein must be prepared, executed and registered, as required by the Bank, prior to drawdown of any funds. The types of security, supporting resolutions and agreements to be provided by the Borrower to the Bank will be in form and content satisfactory to the Bank and/or its solicitors, and without restricting the generality of the foregoing, will include:

Held:

1. General Security Agreement of Sunterra Food Corporation providing a first security interest in all present and after acquired property to be registered in all appropriate jurisdictions;

2. General Security Agreement of Trochu Meat Processors Ltd. providing a first security interest in all present and after acquired property to be registered in all appropriate jurisdictions;

3. General Security Agreement of Sunterra Quality Food Markets Inc. providing a first security interest in all present and after acquired property to be registered in all appropriate jurisdictions;

4. Promissory Note in the amount of $2,000,000;

5. Full Liability Guarantee from Sunterra Beef Ltd. in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank;

   Additionally supported by:

   5.1. General Security Agreement of Sunterra Beef Ltd. providing a first security interest in all present and after acquired property to be registered in all appropriate jurisdictions;

6. Waiver of Creditor Life Insurance for Loan Segment (2) covering the life of principals/guarantors of the Borrower;

7. Assignment and Postponement of Creditors Claim executed by Sunterra Beef Ltd.;

8. Assignment and Postponement of Creditors Claim executed by Sunterra Farms Enterprises Ltd.;

   Additionally supported by:

   8.1. General Security Agreement of Sunterra Farms Enterprises Ltd. providing a first security interest in all present and after acquired property to be registered in all appropriate jurisdictions;

9. Assignment and Postponement of Creditors Claim executed by Sunterra Farms Ltd.;

10. Acknowledged Assignment of Insurance coverage for full insurable values of all assets of the Borrower taken as security by the Bank with first loss payable to the Bank by way of standard mortgage clause;

11. Subordination Agreement between the Bank and each of Farm Credit Canada ("FCC"), Agriculture Financial Services Corporation ("AFSC"), and Keynote Development Corp.;



APAff000062

To be obtained:

12. Loan Agreement executed by the Borrowers and Guarantors;

13. Revolving Credit Agreement in the amount of $10,000,000;

14. Accept / Waiver of Creditor Life Insurance for Loan Segment (1) in the amount of $1,500,000 covering the life of principals/guarantors of the Borrower;

15. Assignment and Postponement of Creditors Claim executed by Sunterra Farms Ltd. and its subsidiaries;

16. Assignment and Postponement of Creditors Claim executed by Sunterra Enterprises Inc. and its subsidiaries;

17. Full Liability Guarantee from Sunterra Farm Enterprises Ltd. and its subsidiaries in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank;

18. Full Liability Guarantee from Sunterra Enterprises Inc. and its subsidiaries in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank;

19. Such additional securities as the Bank may deem necessary or advisable for the purpose of obtaining and perfecting the foregoing security.

The Borrowers and Guarantors acknowledge and agree that the securities above described provided by the Borrowers, support all loans and secure all indebtedness of the Borrower to the Bank.

To be discharged:

20. Revolving Credit Agreement in the amount of $8,000,000;

21. Export Development Canada Guarantee satisfactory to the Bank covering 60% of any outstanding advances under Loan Segment (1);

## SCHEDULE "B" - DEMAND

## KEY COVENANTS/CONDITIONS

**KEY COVENANTS:**

The Borrower agrees:

1. to pay all sums of money when due under this Agreement;

2. to give the Bank prompt notice of any Event of Default or any event which, with notice or lapse of time or both, would constitute an Event of Default;

3. to maintain on a consolidated basis of Sunterra Group of Companies a *"Cash Flow Coverage Ratio"* of not less than 1.20:1, tested annually;

4. to maintain on an consolidated basis of Sunterra Group of Companies a *"Current Ratio"* not less than 1.10, tested annually;

5. not to pay shareholders, officers or directors of the Borrower in any fiscal year, whether by way of salary, dividend, bonus, management or directors fees, loan, repayment of loan or other form of payment or withdrawal, which would result in the breach of any covenants, unless previously approved by the Bank;

6. to give the Bank 30 days prior notice in writing of any intended change in the ownership of its shares or any of its subsidiaries;

7. not to sell, transfer, convey, lease or otherwise dispose of any part of its property or assets, without the prior written consent of the Bank, except in the ordinary course of business;

8. not to change its name or merge, amalgamate or consolidate with any other corporation;

9. to insure and to keep fully insured all properties customarily insured by companies carrying on a similar business to that of the Borrower [including accidental pollution liability], business/rental interruption, general liability of $2,000,000, etc.;

10. not to invest in, lend to, guarantee or otherwise provide for, on a direct or indirect or contingent basis, the payment of any monies or performance of any obligations by any third party except as provided herein;

11. to file on a timely basis, all material tax returns which are or will be required to be filed, to pay or make provision for payment of all material taxes (including interest and penalties) and other potential Priority Claims which are or will become due and payable and to provide adequate reserves for the payment of any tax, the payment of which is being contested;

12. to comply with all applicable environmental laws and regulations; to advise the Bank promptly of any breach of any environmental regulations or licenses or any control orders, work orders, stop orders, action requests or violation notices received concerning any of the Borrower's property; to comply with any such requests or notices, to diligently clean up any spills; and to hold the Bank harmless for any costs or expenses which the Bank incurs for any environment related liabilities existent now or in the future with respect to the Borrower's property;

13. to provide the Bank and its agents, nominees, and consultants with the right to enter the premises of the Borrower from time to time, and to carry out such environmental reviews as the Bank in its sole discretion deems advisable and in that connection to make good faith enquiries with government agencies and to examine the records, books, assets, affairs and business operations of the Borrower;

14. not to grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest, including a Purchase Money Security Interest (PMSI), or other encumbrance affecting any of its properties, assets or other rights other than a Normal Course Lien.

**CONDITIONS:**

LOAN SEGMENT (1)

MARGIN REQUIREMENTS

Total outstanding operating loans plus Priority Claims* outstanding will not at any time exceed 75% of good earned third party trade accounts receivable to Sunterra Quality Food Market Inc., and Trochu Meat Processors Ltd. excluding Lienable payables**, inter-company accounts, and holdbacks receivables, accounts payable contras as well as the entire outstanding balance of accounts where any portion exceeds 90 days. At no time is the margin provided by foreign receivables to exceed the lesser of 60% of the total margin or $4,800,000.

plus 30% of the lesser of cost or current market value of saleable unencumbered finished non-perishable goods inventory from Sunterra Food Corporation (after deducting under 30 day trade accounts payable) to a maximum of 30% of Loan Segment (1).

Credit reports for accounts receivable exceeding $100,000 will be obtained by the Bank no less frequently than annually, with the cost of obtaining such credit or such report to the account of the Borrower.

* Priority Claims include deductions at source for Income Tax, Worker's Compensation, CPP and EI, GST, PST, wage claims including unpaid holiday entitlement, unpaid utility bills and arrears of rent for business premises.

** "Lienable payables" are all accounts payable that are subject to lien under the Builder's Lien Act.

## SCHEDULE "C" - DEMAND

## REPORTING REQUIREMENTS

The Borrower agrees to provide the following to the Bank:

Monthly (by the 30th day of the following month):

1. aged listings of accounts receivable, accounts payable and inventory declaration as at the end of each month, together with form 1634 Monthly Statement of Borrowing Limit signed by an officer of the Borrower as correct;

2. an Officers Compliance Certificate form 1636 monthly, certifying that all lending conditions and requirements are being complied with;

3. monthly financial statements of Sunterra Food Corporation and/or such other information as the Bank considers necessary;

4. monthly year-to-date income statement of the Sunterra Group of Companies and/or such other information as the Bank considers necessary;

Annually (within 120 days of the Borrowers' fiscal year-end):

5. Audited, annual consolidated financial statements of the Sunterra Group of Companies prepared by a firm of qualified professional accountants;

6. Audited, annual consolidated financial statements of Sunterra Food Corporation prepared by a firm of qualified professional accountants;

7. Audited, annual consolidated financial statements of Sunterra Farm Enterprises Ltd. prepared by a firm of qualified professional accountants;

8. Audited, annual consolidated financial statements of Sunterra Enterprises Inc. prepared by a firm of qualified professional accountants;

Other:

9. any further information, data, financial reports and records, accounting or banking statements, certificates, evidence of insurance and other assurances which the Bank may from time to time require in its sole discretion, acting reasonably.



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## SCHEDULE "D" - DEMAND

## CONDITIONS PRECEDENT TO DRAWDOWN

The following conditions precedent must be fulfilled prior to the Bank having any obligation to advance:

1. the Bank shall be satisfied with the business, assets and financial condition of the Borrower and Guarantors and all security documentation and supporting agreements and documents must be completed in a form satisfactory to the Bank and its solicitors, and must be executed and registered, as appropriate, and the Bank shall have received a solicitor's letter of opinion with respect to the same;

2. any participation by way of equity, shareholders' loans, or other cash injection required under the terms of this Agreement must be in place and satisfactory evidence provided to the Bank confirming same;

## SCHEDULE "E" - DEMAND

## GENERAL CONDITIONS

### EVENTS OF DEFAULT

1. Notwithstanding anything expressed or implied to the contrary, all indebtedness and liability of the Borrower's to the Bank under this Agreement is deemed to be repayable **ON DEMAND** and such indebtedness and liability may be demanded by the Bank at any time in the Bank's sole and exclusive discretion. In addition to being of a demand nature, the full amount of the indebtedness and liability of the Borrower then outstanding, together with accrued interest and any other charges then owing by the Borrower to the Bank shall, at the option of the Bank, forthwith be accelerated and be due and payable, and upon being declared to be due and payable, the securities shall immediately become enforceable and the Bank may proceed to realize and enforce the same upon the occurrence and during the continuance of any of the following events or circumstances (which events or circumstances are herein referred to as the "Events of Default"):

   (a) the Borrower or any Guarantor fails to make when due, whether on demand or at a fixed payment date, by acceleration or otherwise any payment of interest, principal, fees, or other amounts payable to the Bank;

   (b) there is a breach by the Borrower of any other term or condition contained in this Agreement or in any other agreement to which the Borrower and the Bank are parties and the Borrower has not corrected such breach within 15 days of notice having been provided to the Borrower;

   (c) any default occurs under the terms of any security to be provided in accordance with this Agreement or under any other credit, loan or security agreement to which the Borrower is a party and the Borrower has not corrected such breach within 15 days of notice having been provided to the Borrower;

   (d) any bankruptcy, re-organization, compromise, arrangement, insolvency or liquidation proceedings or other analogous proceedings are instituted by or against the Borrower and, if instituted against the Borrower are allowed against or consented to by the Borrower or are not dismissed or stayed within 60 days after such institution;

   (e) a Receiver is appointed over any property of the Borrower or any judgement or order or any process of any court becomes enforceable against the Borrower or any property of the Borrower or any creditor takes possession of any property of the Borrower;

   (f) any adverse change occurs in the financial condition of the Borrower or any Guarantor;

   (g) any adverse change occurs in the environmental condition of:

      (i) the Borrowers, or either of them, or any Guarantor of the Borrower; or

      (ii) any property, equipment, or business activities of the Borrower or any Guarantor of the Borrower.

   (h) the Borrower acknowledges that failure by any Guarantors of this Agreement to comply with the disclosure requirements set out in Section 45 of the Business Corporations Act (BCA) of Alberta shall constitute a default of the Borrower pursuant to this Agreement.

## MISCELLANEOUS CONDITIONS

1. The rights and remedies of the Bank pursuant to this Agreement and the securities taken pursuant hereto are cumulative and not alternative, and not in substitution for any other rights, remedies, or powers of the Bank.

2. Any failure or delay by the Bank to exercise, or exercise fully, its rights and remedies pursuant to this Agreement and the securities taken pursuant hereto shall not be construed as a waiver of such rights and remedies.

3. In the absence of a formal Loan Agreement being entered into, this Agreement shall continue in full force and effect and shall not merge in any securities provided by the Borrower to the Bank.

4. the Bank reserves the sole and absolute right to syndicate part or all of the loan facility contemplated herein, with various syndication partners with whom the Bank syndicates loans from time to time, on terms and conditions satisfactory to the Bank;

5. This Agreement and the security documentation to be provided by the Borrower pursuant hereto shall be construed in accordance with and governed by the laws of the Province of Alberta.

CWB | FINANCIAL GROUP

# SCHEDULE "F" – DEMAND

# SCHEDULE – STANDARD LOAN TERMS

## ARTICLE 1 – GENERAL

1.1. **Interest Rate.** You will pay interest on each Loan at nominal rates per year at the rate specified in this Agreement.

1.2. **Floating rate of interest.** Each floating rate of interest provided for under this Agreement will change automatically, without notice, whenever the Bank's Prime Rate or the U.S. Base Rate, as the case may be, changes.

1.3. **Payment of interest.** Interest is calculated on the daily balance of the Loan at the end of each day. Interest is due once a month, unless the Agreement states otherwise. Unless you have made other arrangements with us, we will automatically debit your Operating Account for interest amounts owing. If your Operating Account is in overdraft and you do not deposit to the account an amount equal to the monthly interest payment, the effect is that we will be charging interest on overdue interest (which is known as compounding). Unpaid interest continues to compound whether or not we have demanded payment from you or started a legal action, or get judgment, against you.

1.4. **Fees.** You will pay the Bank's fees for the Loans as outlined in the Agreement. You will also reimburse us for all reasonable fees (including legal fees on a solicitor and his own client basis) and out-of-pocket expenses incurred in registering any security, and in enforcing our rights under this Agreement or any security. We will automatically debit your Operating Account for fee amounts owing.

1.5. **Our rights re demand Loans.** We believe that the banker-customer relationship is based on mutual trust and respect. It is important for us to know all the relevant information (whether good or bad) about your business. Canadian Western Bank is itself a business. Managing risks and monitoring our customers' ability to repay is critical to us. We can only continue to lend when we feel that we are likely to be repaid. As a result, if you do something that jeopardizes that relationship, or if we no longer feel that you are likely to repay all amounts borrowed, we may have to act. We may decide to act, for example, because of something you have done, information we receive about your business, or changes to the economy that affect your business. Some of the actions that we may decide to take include requiring you to give us more financial information, negotiating a change in the interest rate or fees, or asking you to get further accounting assistance, put more cash into the business, provide more security, or produce a satisfactory business plan. It is important to us that your business succeeds. We may demand immediate repayment of any outstanding amounts under any demand Loan. We may also, at any time and for any cause, cancel the unused portion of any demand Loan.

1.6. **Payments.** If any payment is due on a day other than a Business Day, then the payment is due on the next Business Day.

1.7. **Applying money received.** If you have not made payments as required by this Agreement, or if you have failed to satisfy any term of this Agreement (or any other agreement you have that relates to this Agreement), or at any time before default but after we have given you appropriate notice, we may decide how to apply any money that we receive. This means that we may choose which Loan to apply the money against, or what mix of principal, interest, fees and overdue amounts within any Loan will be paid.

1.8. **Information requirements.** We may from time to time reasonably require you to provide further information about your business. We may require information from you to be in a form acceptable to us.

1.9. **Insurance.** You will keep all your business assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for property such as yours (plus for any other risks we may reasonably require). If we request, these policies will include a loss payee clause (and if you are giving us mortgage security, a Standard Mortgagee Clause). As further security, you assign all insurance proceeds to us. If we ask, you will give us either the policies themselves or adequate evidence of their existence. If your insurance coverage for any reason stops, we may (but do not have to) insure the property. We will automatically debit your Operating Account for this amount. In the event there are no funds on deposit, we may add the insurance cost to your Loan. Finally, you will notify us immediately of any loss or damage to the property.

1.10. **Environmental Matters.** You will carry on your business, and maintain your assets and property, in accordance with all applicable environmental laws and regulations. If (a) there is any release, deposit, discharge or disposal of pollutants of any sort (collectively, a "Discharge") in connection with either your business or your property, and we pay any fines or for any clean-up, or (b) we suffer any loss or damage as a result of any Discharge, you will reimburse the Bank, its directors, officers, employees and agents for any and all losses, damages, fines, costs and other amounts (including amounts spent preparing any necessary environmental assessment or other reports, or defending any lawsuits) that result. If we ask, you will defend any lawsuits, investigations or prosecutions brought against the Bank or any of its directors, officers, employees and agents in connection with any Discharge. Your obligation to us under this section continues even after all Loans have been repaid and this Agreement has terminated.

1.11. **Consent to release information.** We may from time to time give any loan or other information about you to, or receive such information from, (a) any financial institution, credit reporting agency, rating agency or credit bureau, (b) any person, firm or corporation with whom you may have or propose to have financial dealings, and (c) any person, firm or corporation in connection with any dealings you have or propose to have with us. You agree that we may use that information to establish and maintain your relationship with us and offer any services as permitted by law, including services and products offered by our subsidiaries when it is considered that this may be suitable to you.

1.12. **Proof of debt.** This Agreement provides the proof, between the Bank and you, of the loans made available to you. There may be times when the type of loan you have requires you to sign additional documents. Throughout the time that we provide you loans under this Agreement, our loan accounting records will provide complete proof of all terms and conditions of your loan (such as principal loan balances, interest calculations, and payment dates).

1.13. **Renewals of this Agreement.** This Agreement will remain in effect for your Loans for as long as they remain unchanged. If there are no changes to the Loans this Agreement will continue to apply, and you will not need to sign anything further. If there are any changes, we will provide you with either an amending agreement, or a new replacement Letter, for you to sign.

1.14. **Confidentiality.** The terms of this Agreement are confidential between you and the Bank. You therefore agree not to disclose the contents of this Agreement to anyone except your professional

advisors and where required by law.

1.15. **Pre-conditions.** You may use the Loans granted to you under this Agreement only if:

(a) we have received properly signed copies of all documentation that we may require in connection with the operation of your accounts and your ability to borrower and give security;
(b) all the required security has been received and registered to our satisfaction;
(c) any special provisions or conditions set forth in the Agreement have been complied with; and
(d) if applicable, you have given us the required number of days notice for a drawing under a Loan.

1.16. **Notices.** We may give you any notice in person or by telephone, or by letter that is sent either by fax or by mail.

1.17. **Use of the Operating Loan.** You will use your Operating Loan only for your business operating cash needs. You are responsible for all debits from the Operating Account that you have either initiated (such as cheques, loan payments, pre-authorized debits, etc.) or authorized us to make. Payments are made by making deposits to the Operating Account. You may not at any time exceed the lesser of the Loan Amount and the maximum available under the Margin Requirements. We may, without notice to you, return any debit from the Operating Account that, if paid, would result in the Loan Amount being exceeded, unless you have made prior arrangements with us. If we pay any of these debits, you must repay us immediately the amount by which the Loan Amount is exceeded.

1.18. **Non-Revolving Loans.** The following terms apply to each Non-Revolving Loan:

(a) **Non-revolving Loans.** Unless otherwise stated in the Agreement, any principal payment made permanently reduces the available Loan Amount. Any payment we receive is applied first to overdue interest, then to current interest owing, then to overdue principal, then to any fees and charges owing, and finally to current principal.

(b) **Floating Rate Non-Revolving Loans.** Floating Rate Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest as described below:

(i) **Blended payments.** If you have a Floating Rate Loan that has blended payments, the amount of your monthly payment is fixed for the term of the loan, but the interest rate varies with changes in the Prime Rate or U.S. Base Rate (as the case may be). If the Prime Rate or U.S. Base Rate during any month is lower than what the rate was at the outset, you may end up paying off the loan before the scheduled end date. If, however, the Prime Rate or U.S. Base Rate is higher than what it was at the outset, the amount of principal that is paid off is reduced. As a result, you may end up still owing principal at the end of the term because of these changes in the Prime Rate or U.S. Base Rate. We will advise you from time to time of any changes in the blended payment necessary to maintain the original amortization period, should we chose to do so.

(ii) **Payments of fixed principal plus interest.** If you have a Floating Rate Loan that has regular principal payments, plus interest, the principal payment amount of your Loan is due on the payment date specified in the Agreement. Although the principal payment amount is fixed, your interest payment will usually be different each month, for at least one and possibly more reasons, namely: the reducing principal balance of your loan, the number of days in the month, and changes to the Prime Rate or U.S. Base Rate (as the case may be).

(c) **Demand of Fixed Rate Demand Non-Revolving Loans.** If you have a Fixed Rate Demand Non-Revolving Loan and we make demand for payment, you will owe us (i) all outstanding principal, (ii) interest, (iii) any other amount due under this Agreement, and (iv) a prepayment charge. The prepayment charge is equal to the greater of three (3) months interest calculated on the unpaid balance at the rate authorized or the Bank's Unwinding Costs.

## ARTICLE 2 – DEFINITIONS

2.1. **Definitions.** In this Agreement, the following terms have the following meanings:

*"Agreement"* means the letter agreement between you and Canadian Western Bank to which this Schedule and any other Schedules are attached.

*"Business Day"* means any day (other than a Saturday or a Sunday) that the CWB Branch/Centre is open for business.

*"Cash Flow Coverage Ratio"* means for any fiscal year the ratio of X to Y where:

X =
Net profit after tax
+ amortization/depreciation
+ all interest expenses
+ all taxes
= EBITDA

Y =
All interest paid or accrued during the trailing fiscal year + the Borrower's actual principal payment obligations for the trailing fiscal year under the CWB credit facility and any other document or agreement including without limitation:

- in respect of any indebtedness for borrowed money as classified in the balance sheet of the Borrower and in accordance with generally accepted accounting principals; and
- in respect of any capital lease in accordance with generally accepted accounting principles entered into by the Borrower.

*"Current Assets"* are cash, accounts receivable, inventory and other assets that are likely to be converted into cash, sold, exchanged or expended in the normal course of business within one year or less, excluding amounts due from related parties.

*"Current Liabilities"* means debts that are or will become payable within one year or one operating cycle, whichever is longer, excluding amounts due to related parties, and which will require Current Assets to pay. They usually include accounts payable, accrued expenses, deferred revenue and the current portion of long-term debt.

*"Current Ratio"* means the ratio of Current Assets to Current Liabilities.

*"Customer Automated Funds Transfer (CAFT)"* is a WEB based service that provides non-personal customers the ability to make multiple electronic transactions for purposes of direct deposit for payroll or direct payment of accounts payable.

*"CWB Branch/Centre"* means the Canadian Western Bank branch or banking centre noted on the first page of this Agreement, as changed from time to time by agreement between the parties.

*"CWBdirect"* is a service available to allow customers the capability to access their bank accounts and general banking information using a personal computer with via the internet.

*"Debt to Tangible Net Worth Ratio"* means the ratio of Debt to Tangible Net Worth, where:

(a) Debt is defined as: all liabilities listed on the balance sheet less loans from shareholders or affiliates where the bank has a registered postponement of claim. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be excluded from debt where written confirmation has been obtained from the borrower regarding the re-investment.

(b) Tangible Net Worth is defined as: the aggregate of share capital, retained earnings, shareholder and affiliated company loans specifically postponed to the Bank, less intangible assets such as goodwill, investments in and advances to affiliated companies and any other asset determined by the Bank to be intangible. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be included in tangible net worth where written confirmation has been obtained from the borrower regarding the re-investment and providing these loans are specifically postponed to the Bank.

*"Demand Non-Revolving Loan"* means an instalment loan that is payable upon demand. Such a Loan may be either at a fixed or a floating rate of interest.

*"Fixed Rate Loan"* means any loan drawn down, converted or extended under a Loan at an interest rate which was fixed for a term, instead of referenced to a floating rate such as the Prime Rate or U.S. Base Rate, at the time of such drawdown, conversion or extension.

*"Intangibles"* means assets of the business that have no value in themselves but represent value. They include such things as copyright, goodwill, patents and trademarks; franchises, licenses, leases, research and development costs, and deferred development costs.

*"Letter of Credit"* or *"L/C"* means a documentary or stand-by Letter of Credit, a Letter of Guarantee, or a similar instrument in form and substance satisfactory to us.

*"Lien"* includes a mortgage, charge, lien, security interest or encumbrance of any sort on an asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

*"Loan"* means any loan segment referred to in the Agreement and if there are two or more segments, "Loan" includes reference to each segment.

*"Loan Amount"* of any Loan means the amount specified in the Agreement and if there are two or more segments, "Loan Amount" includes reference to each segment.

*"Mandatory Capital Expenditures"* means net capital expenditures incurred by you not financed by long term debt. Net capital expenditures means all capitalized fixed asset purchases less fixed asset sales.

*"Monthly Statement of Borrowing Limit"* means the CWB form 1099 by that name, as it may from time to time be changed.

*"Normal Course Lien"* means a Lien that (a) arises by operation of law or in the ordinary course of business as a result of owning any such asset (but does not include a Lien given to another creditor or to secure debts owed to that Loan) and (b) taken together with all other Normal Course Liens, does not materially affect the value of the asset or its use in the business.

*"Operating Account"* means the account that you normally use for the day-to-day cash needs of your business, and may be either or both of a Canadian dollar and a U.S. dollar account.

*"Postponed Debt"* means any debt owed by you that has been formally postponed to the Bank.

*"Principal Sum"* means the loan balance outstanding.

*"Priority Claims"* means priorities that are created when a borrower does not remit monies due for Income Tax, Workers Compensation, Canada Pension Plan, Employment Insurance, GST, Provincial Sales Tax, wage claims including unpaid holiday entitlement, unpaid utility bills and arrears of rent for business premises. These are considered to be deemed trust and rank in priority to all security interests.

*"Prime Rate"* means the variable reference rate of interest per year declared by the Bank from time to time to be its Prime rate for Canadian dollar loans made by the Bank in Canada.

*"Purchase Money Lien"* means a Lien incurred in the ordinary course of business only to secure the purchase price of an asset, or to secure debt used only to finance the purchase of the asset.

*"Shareholders' Equity"* means paid-in capital, retained earnings and attributed or contributed surplus.

*"Standard Overdraft Rate"* means the variable reference interest rate per year declared by the Bank from time to time to be its standard overdraft rate on overdrafts in Canadian or U.S. dollar accounts maintained with the Bank in Canada.

*"Unwinding Costs"* means the costs the Bank incurs when a fixed rate loan is paid out early. The unwinding costs are based on an interest rate differential between the loan rate and the bid side yield for Government of Canada securities with the same maturity as the loan, for the remaining term of the loan at the time of repayment.

*"U.S. Base Rate"* means the variable reference rate of interest per year as declared by the Bank from time to time to be its base rate for U.S. dollar loans made by the Bank in Canada.

This is Exhibit "C" referred to in the Affidavit (or statutory declaration) of Arthur Price sworn (or affirmed or declared) before me this 5 day of September 2025

A Commissioner for Oaths in and for Alberta

Canadian Western Bank

November 15, 2022

Sunterra Food Corporation
117 Main Street
Box 266
Acme, Alberta, T0M 0A0

**Scott Chimuk**
**Barrister & Solicitor**

Attention: Mr. Ray Price

On the basis of the financial statements and other information provided by Sunterra Food Corporation, Trochu Meats Processors Ltd., Sunterra Quality Food Markets Inc., Sunterra Farms Ltd., and Sunwold Farms Limited (the "Borrowers"), and by all entities in the Sunterra Group of Companies (the "Guarantors") in connection with your request for financing, Canadian Western Bank (the "Bank") has authorized the following loans subject to the terms and conditions outlined in this Commitment Letter (the "Agreement").

The Agreement is an amendment to, and a restatement of, that certain Commitment Letter dated October 28, 2020, as amended by letters dated December 15, 2021, March 31, 2022 and May 9, 2022, and supersedes those letters in their entirety.

1. **LOAN AMOUNTS:**

1.1. Loan Segment (1): Demand Operating Loan in the amount of $12,000,000.

1.2. Loan Segment (2): Demand Non Revolving Loan #1 (DNR #1) in the amount outstanding of $982,272.

1.3. Loan Segment (3): Demand Collateral Mortgage #2 (DNR #2) in the amount of $7,000,000.

Collectively referred to as "the Loans".

2. **PURPOSE OF LOANS:**

Amounts advanced by the Bank are to be used by the Borrower as follows:

2.1. Loan Segment (1): To finance the day-to-day operations of the Borrower's business.

2.2. Loan Segment (2): To previously assist in the re-financing of a credit facility including additional sums for working capital.

2.3. Loan Segment (3): To provide financing and repay amounts owing to Agriculture Financial Services Corporation ("AFSC"), supported by a mortgage over Trochu Meats Processor's building and lands located at 233 North Road, Trochu, Alberta and legally described as Plan 7711418, Block A (the "Project").

3. **INTEREST RATES:**

Loans shall bear interest while outstanding before and after maturity and default at the following rates:

3.1. Loan Segment (1): Interest to float at a rate of 1.25% per annum above the Bank's Prime Lending Rate ("Prime"). As of the date of this Agreement, Prime is 5.95% per annum.

3.2. Loan Segment (2): Interest to float at a rate of 1.25% per annum above Prime. As of the date of this Agreement, Prime is 5.95% per annum.

3.3. Loan Segment (3): Interest to float at a rate of 1.25% per annum above Prime.

Or:

Loan Segment (3): Subject to availability of funds, the Bank shall exercise its best efforts to obtain funds on a fixed rate basis acceptable to the Borrower and the Bank. At the time of this writing our fixed rate structure is as follows, however, it is subject to fluctuation up to and including the date of draw down:

| TERM | INTEREST RATE | INITIAL CHOICE OF TERM |
|---|---|---|
| 1 Year | 6.75% | |
| 2 Years | 6.80% | |
| 3 Years | 6.90% | |
| 4 Years | 6.80% | |
| 5 Years | 6.80% | |

**The above rates are provided for reference purposes only and are subject to fluctuations up to and including the date of drawdown.**

Unless otherwise specified, all interest shall be payable without demand on the dates specified by the Bank and shall be calculated daily, compounded monthly. Overdue interest shall bear interest at the same rate.

4. **ADVANCES:**

4.1. Loan Segment (1) will be available following satisfaction of the Margin Conditions and Conditions Precedent as set forth in Schedules "B" and "D" herein attached.

4.2. Loan Segment (2) is a continuation of a Demand Non-Revolving Loan originally advanced on January 26, 2017.

4.3. Loan Segment (3) shall be advanced on a lump sum basis following satisfaction of the Conditions Precedent as set forth in Schedule "D" herein attached.

5. **REPAYMENT:**

All amounts outstanding under all segments shall be repaid on demand. Unless demanded, the Bank will accept payment as follows:

5.1. Loan Segment (1): Interest only, payable monthly.

5.2. Loan Segment (2): To reduce by principal plus interest monthly payments for the remaining amortization term of 50 months (original amortization 10 years).

5.3. Loan Segment (3): On demand and to reduce by monthly principal plus interest or in the case of a fixed rate loan in equal blended monthly payments. Payments are based on an amortization of 15 years (subject to a remaining economic life of 20 years on the Project).

For any DNR loan advanced on a floating rate basis with blended monthly payments, the Bank will have the discretion to vary the amount of the required monthly instalments each calendar quarter to reflect changes in Prime.

6. **FEES:**

6.1. The Borrowers shall pay to the Bank an application/commitment fee of $25,000, which is now considered fully earned and non-refundable.

6.2. The Borrowers shall pay a monthly administration fee of $100 to cover the cost of administration in monitoring the Line of Credit and review of all reporting information as outlined in the attached Schedule "C". This fee is in addition to the account's standard service charges.

6.3. The Borrowers shall pay an annual review fee of $15,000 each year going forward in conjunction with the annual review (based on the Borrower's fiscal year end financial statements) to renew outstanding loans.

6.4. The Borrowers shall pay a late reporting fee of $100 for each monthly report. In addition, a fee of $100 per month, or portion thereof, shall apply for late provision of annual Financial Statements/Reporting after expiry of 120 day period.

6.5. The Borrowers shall pay CWBdirect service fees as applicable.

7. SECURITY:

The attached Schedule "A" forms part of this Agreement.

8. KEY COVENANTS/ CONDITIONS:

The attached Schedule "B" forms part of this Agreement.

9. REPORTING REQUIREMENTS:

The attached Schedule "C" forms part of this Agreement.

10. CONDITIONS PRECEDENT TO DRAWDOWN:

The attached Schedule "D" forms part of this Agreement.

11. GENERAL CONDITIONS:

The attached Schedule "E" forms part of this Agreement.

12. STANDARD LOAN TERMS AND DEFINITIONS:

The attached Schedule "F" forms part of this Agreement.

13. REVIEW:

All loans are subject to review at any time by the Bank, and in any event will be reviewed annually, based on the year-end financial statements of the Borrowers and Guarantors.

14. PREPAYMENT OF DEMAND NON REVOLVING LOAN:

14.1. Prepayment of individual loan drawdowns are permitted without charges with the exception of loans drawn under the fixed rate option.

14.2. Loans drawn under the fixed rate option are subject to prepayment charges equal to the greater of the following:

(a) three (3) months interest calculated on the unpaid principal balance at the rate provided herein; or
(b) a prepayment charge equal to the Bank's Unwinding Costs.

15. COSTS:

All costs, including, but not limited to, legal counsel expense, appraisal fees, cost consultant fees and reasonable out-of-pocket expenses incurred by the Bank in connection with the preparation and registration of this Agreement and the Bank's security and the enforcement of the Bank's rights under this Agreement or the Bank's security are for the account of the Borrowers and this Agreement will serve as the Bank's authority to charge this amount to the Borrowers' deposit account under advice to the Borrower.

16. **ASSIGNMENT BY BORROWER:**

The Borrowers shall not assign or encumber its rights and obligations under the Loan, this Agreement or the whole or any part of any advance to be made hereunder, without the prior written consent of the Bank.

17. **BANK'S COUNSEL:**

Legal work and documentation to be performed at the Borrower's expense through the Bank's counsel:

Gary Cochrane

Fasken Martineau DuMoulin LLP
First Canadian Centre
350 7th Avenue SW, Suite 3400
Calgary, Alberta, T2P 3N9

Telephone: (403) 261-5370
Email: gcochrane@fasken.com

18. **MATERIAL CHANGE:**

Acceptance of this Agreement by the Borrowers provides full and sufficient acknowledgement that, if in the opinion of the Bank any material adverse change in risk occurs, including without limiting the generality of the foregoing, any material adverse change in the financial condition of the Borrowers or any Guarantor, any obligation by the Bank to advance all or any portion of the loan may be withdrawn or cancelled at the sole discretion of the Bank, acting in a commercially reasonable manner.

19. **NON-MERGER:**

The terms and conditions set out herein shall not be superseded by nor merge in and shall survive the execution, delivery and/or registration of any instruments of security or evidences of indebtedness granted by the Borrowers and/or any Guarantors hereafter, and the advance of any funds by the Bank. In the event of a conflict between the security documents and the terms of this letter, the terms of the security documents shall govern.

20. **ACCOUNTING CHANGES:**

In the event that any Accounting Change (as defined below) shall occur and such change results in a change in the method of calculation of financial covenants, standards or terms in the Commitment Letter, then the Borrower and the Bank agree to enter into negotiations in order to amend such provisions of the Commitment Letter so as to reflect equitably such Accounting Changes with the desired result that the criteria for evaluating the Borrower's financial condition shall be substantially the same after such Accounting Changes as if such Accounting Changes had not been made. Until such time as an amendment shall have been executed and delivered by the Borrowers to the Bank all financial covenants, standards and terms in this Agreement shall continue to be calculated or construed as if such Accounting Changes had not occurred.

Accounting Changes refers to changes in accounting principles required by the promulgation of any rule, regulation, pronouncement or opinion by the Canadian Institute of Chartered Accountants, and all events including changes resulting from implementation of the International Financial Reporting Standards to the extent required by the Canadian Accounting Standards Board.



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**ACCEPTANCE:**

To become effective, this Agreement must be accepted in writing by the Borrower and all Guarantors.

If you are in agreement with the above terms and conditions (which includes by reference, all of those terms and conditions set forth in all of the attached Schedules), please sign and return the enclosed copy of this letter. Your account will be debited for $15,000, representing the annual review fee, and $25,000, representing the application/ commitment fee. This Agreement will expire if not accepted by November 25, 2022.

The foregoing Agreement is offered in good faith and is to be held in strict confidence.

Yours truly,
**CANADIAN WESTERN BANK**

Erin Depoe
AVP, Business Development

Terri Lawrence,
AVP &Deputy Manager

**ACKNOWLEDGEMENT:**

The Borrowers certify that all information provided to the Bank is true and hereby accept the terms and conditions set forth in the above Agreement (including all Schedules attached thereto).

Agreed to and accepted this 15 day of NOV, 2022

**BORROWERS:**

**Sunterra Food Corporation**

Signed _____

Signed _____

**Trochu Meat Processors Ltd.**

Signed _____

Signed _____

**Sunterra Quality Food Markets Inc.**

Signed _____

Signed _____

**Sunwold Farms Limited**

Signed _____

Signed _____

**Sunterra Farms Ltd.**

Signed _____

Signed _____

**GUARANTORS:**

We acknowledge receiving advice of the Agreement described above and agree our/my guarantee is binding even if the Bank changes or waives compliance with the terms of this Agreement.

Agreed to and accepted this _____ day of _____, 2022.

**Lariagra Farms Ltd.**

Signed _____

Signed _____

**Sunterra Farms Enterprises Ltd.**

Signed _____

Signed _____

**Sunterra Enterprises Inc.**

Signed _____

Signed _____

**Sunterra Beef Ltd.**

Signed _____

Signed _____

## SCHEDULE "A" - DEMAND

### SECURITY

All security documentation described herein must be prepared, executed and registered, as required by the Bank, prior to drawdown of any funds. The types of security, supporting resolutions and agreements to be provided by the Borrower to the Bank will be in form and content satisfactory to the Bank and/or its solicitors, and without restricting the generality of the foregoing, will include:

**HELD:**

1. General Security Agreement of Sunterra Food Corporation providing a first security interest in all present and after acquired property to be registered in all appropriate jurisdictions;

2. General Security Agreement of Trochu Meat Processors Ltd. providing a first security interest in all present and after acquired property to be registered in all appropriate jurisdictions;

3. General Security Agreement of Sunterra Quality Food Markets Inc. providing a first security interest in all present and after acquired property to be registered in all appropriate jurisdictions;

4. Promissory Note in the amount of $2,000,000;

5. Revolving Credit Agreement in the amount of $10,000,000 (to be replaced).

6. Full Liability Guarantee from Sunterra Beef Ltd. in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank;

   Additionally supported by:

   6.1. General Security Agreement of Sunterra Beef Ltd. providing a first security interest in all present and after acquired property to be registered in all appropriate jurisdictions;

7. Full Liability Guarantee from Sunterra Farm Enterprises Ltd. and its subsidiaries in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank;

8. Full Liability Guarantee from Sunterra Enterprises Inc. and its subsidiaries in favour of the Bank guaranteeing all indebtedness of the Borrower to the Bank;

9. Assignment and Postponement of Creditors Claim executed by Sunterra Beef Ltd., Sunwold Farms Inc., Sunwold Farms Limited., Sunterra Farms Ltd., Sunterra Farms Iowa Inc., Sunterra Enterprises Inc., and Sunterra Farm Enterprises Ltd.;

10. Acknowledged Assignment of Insurance coverage for full insurable values of all assets of the Borrower taken as security by the Bank with first loss payable to the Bank by way of standard mortgage clause;

11. Subordination and Priority Agreement between the Bank and each of Farm Credit Canada ("FCC"), Agriculture Financial Services Corporation ("AFSC"), and Keynote Development Corp.; and

12. Waiver of Creditor Life Insurance for Loan Segments (1) and (2) covering the life of principals/guarantors of the Borrower.



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**TO BE OBTAINED:**

1. Loan Agreement executed by the Borrowers and Guarantors;

2. Revolving Credit Agreement in the amount of $12,000,000;

3. Demand Collateral Mortgage First Charge in the amount of $13,000,000 conveying a first fixed charge over real property located at 233 North Road, Trochu, Alberta and legally described as Plan 7711418, Block A, owned by the Borrower. The mortgage document contains a "Due on Sale" clause, a re-advancement clause, as well as a clause addressing the appointment of a Receiver Manager of the property in the event of default;

4. Assignment and Postponement of Creditors Claims as applicable;

5. General Security Agreement of Sunterra Farms Ltd. providing a perfected first security interest in all present and after acquired property (subject to the Priority Agreement) to be registered in all appropriate jurisdictions.

6. General Security Agreement of Sunwold Farms Limited. providing a first security interest in all present and after acquired property (subject to the Priority Agreement) to be registered in all appropriate jurisdictions;

7. Full Liability Guarantee from Lariagra Farms Ltd in favour of the Bank guaranteeing all indebtedness of the Borrowers to the Bank;

8. Full Liability cross-guarantees provided by and in favor of each co-Borrower;

9. Updated Subordination and Priority Agreement with applicable creditors, providing for the Bank's priority position over Sunterra Farms Ltd., and Sunwold Farms Limited's current assets, in a form satisfactory to the Bank;

10. Acceptance or Waiver of Creditor Life Insurance in the amount covering the life of principals(s) in the Borrower – required under all new loan offerings;

11. Assignment of all risk Casualty and Liability insurance as set out under "Insurance", of the Agreement;

12. such of the following supporting documents as may be required by the Bank's solicitors:

    12.1. satisfactory Real Property Report/Surveyor's Certificate with respect to the mortgaged property previously described in Section 2;
    12.2. satisfactory Zoning or Building Memorandum, or Letter from applicable Zoning official (Compliance Certificate), from the applicable municipal authority;
    12.3. Tax Certificate showing all property taxes and charges paid or a holdback sufficient to pay taxes when due;
    12.4. standard form documents relating to authorization of the borrowing and operation of the loan account;
    12.5. Statutory Declaration from the Borrower(s) or the Officer or an officer of the Borrower as to residency, title, use of premises, actions or claims and such other matters as Canadian Western Bank's counsel may advise;
    12.6. Opinion of the Borrower's counsel on the security and supporting documents and title to the Property; and

13. Such additional securities as the Bank may deem necessary or advisable for the purpose of obtaining and perfecting the foregoing security.

The Borrowers and Guarantors acknowledge and agree that the securities above described provided by the Borrowers, support all loans and secure all indebtedness of the Borrower to the Bank.



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## SCHEDULE "B" - DEMAND

## KEY COVENANTS/CONDITIONS

**KEY COVENANTS:**

The Borrower agrees:

1. to pay all sums of money when due under this Agreement;

2. to give the Bank prompt notice of any Event of Default or any event which, with notice or lapse of time or both, would constitute an Event of Default;

3. to maintain on a consolidated basis of Sunterra Food Corporation, Sunterra Quality Food Markets Inc., Trochu Meat Processors Ltd., Sunterra Farms Ltd., and Sunwold Farms Limited, a *"Cash Flow Coverage Ratio"* of not less than 1.25:1, tested annually;

4. to maintain on an consolidated basis of Sunterra Food Corporation, Sunterra Quality Food Markets Inc., Trochu Meat Processors Ltd., Sunterra Farms Ltd., and Sunwold Farms Limited, a *"Current Ratio"*(to be calculated including production hogs as current assets) of not less than 1.05, tested quarterly;

5. to maintain on an consolidated basis of Sunterra Food Corporation, Sunterra Quality Food Markets Inc., Trochu Meat Processors Ltd., Sunterra Farms Ltd., and Sunwold Farms Limited, a *"Debt to Tangible Net Worth Ratio"* of not more than 3.50:1, tested quarterly;

   5.1. Notwithstanding the definition of Tangible Net Worth provided in Schedule "F", Tangible Net Worth for the purpose of covenant calculation shall be amended to add $6,000,000 of off balance sheet equity related to the Project owned by Trochu Meat Processors Ltd.

6. not to pay shareholders, officers or directors of the Borrower in any fiscal year, whether by way of salary, dividend, bonus, management or directors fees, loan, repayment of loan or other form of payment or withdrawal, which would result in the breach of any covenants, unless previously approved by the Bank;

7. **not to flow Bank approved working capital injections outside of the co-Borrower group, inclusive of Preferred Share redemptions, which would result in the breach of any covenants;**

8. to give the Bank 30 days prior notice in writing of any intended change in the ownership of its shares or any of its subsidiaries;

9. not to sell, transfer, convey, lease or otherwise dispose of any part of its property or assets, without the prior written consent of the Bank, except in the ordinary course of business;

10. not to change its name or merge, amalgamate or consolidate with any other corporation;

11. to insure and to keep fully insured all properties customarily insured by companies carrying on a similar business to that of the Borrower [including accidental pollution liability], business/rental interruption, general liability of $2,000,000, etc.;

12. not to invest in, lend to, guarantee or otherwise provide for, on a direct or indirect or contingent basis, the payment of any monies or performance of any obligations by any third party except as provided herein;

13. to file on a timely basis, all material tax returns which are or will be required to be filed, to pay or make provision for payment of all material taxes (including interest and penalties) and other potential Priority Claims which are or will become due and payable and to provide adequate reserves for the payment of any tax, the payment of which is being contested;

14. to comply with all applicable environmental laws and regulations; to advise the Bank promptly of any breach of any environmental regulations or licenses or any control orders, work orders, stop orders, action requests or violation notices received concerning any of the Borrower's property; to comply with any such requests or notices, to diligently clean up any spills; and to hold the Bank harmless for any costs or



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expenses which the Bank incurs for any environment related liabilities existent now or in the future with respect to the Borrower's property;

15. to provide the Bank and its agents, nominees, and consultants with the right to enter the premises of the Borrower from time to time, and to carry out such environmental reviews as the Bank in its sole discretion deems advisable and in that connection to make good faith enquiries with government agencies and to examine the records, books, assets, affairs and business operations of the Borrower;

16. not to grant, create, assume or suffer to exist any mortgage, charge, lien, pledge, security interest, including a Purchase Money Security Interest (PMSI), or other encumbrance affecting any of its properties, assets or other rights other than a Normal Course Lien.

**CONDITIONS:**

LOAN SEGMENT (1)

MARGIN REQUIREMENTS

Total outstanding operating loans plus Priority Claims* outstanding will not at any time exceed 75% of good earned third party domestic trade accounts receivable to Sunterra Quality Food Market Inc., Trochu Meat Processors Ltd., Sunterra Farms Ltd. and Sunwold Farms Limited, excluding Lienable payables**, inter-company accounts (*Soleterra d'Italia Ltd. receivables and inventory are excluded [inter-company to Trochu]*), and holdbacks receivables, accounts payable contras as well as the entire outstanding balance of accounts where any portion exceeds 90 days.

Plus 50% of the lesser of cost or current market value of saleable unencumbered finished non-perishable goods inventory (including frozen inventory) from Sunterra Quality Food Market Inc. and Trochu Meat Processors Ltd., (after deducting under 30 day trade accounts payable);

plus 75% of market livestock inventory from Sunterra Farms Ltd., and Sunwold Farms Limited.

At no time is the margin provided by the market livestock inventory and finished good inventory of Sunterra Farms Ltd. and Sunwold Farms Limited to exceed $3,000,000, and at no time is the margin provided by the inventory of Sunterra Quality Food Market Inc., Trochu Meat Processors Ltd., Sunterra Farms Ltd., and Sunwold Farms Limited, to exceed $6,000,000.

Plus 15% of the net book value of unencumbered equipment (net of the value of equipment financed by other third parties) held by Sunterra Quality Food Markets Inc. confirmed annually, to a maximum of $2,000,000;

Credit reports for accounts receivable exceeding $100,000 will be obtained by the Bank no less frequently than annually, with the cost of obtaining such credit or such report to the account of the Borrower.

Sunterra Farms Ltd. and Sunwold Farms Limited margining contribution shall be evidenced by a monthly Agriculture Statement of Borrowing Limit including a declaration of current assets and liabilities.

* *Priority Claims include deductions at source for Income Tax, Worker's Compensation, CPP and EI, GST, PST, wage claims including unpaid holiday entitlement, unpaid utility bills and arrears of rent for business premises.*

** *"Lienable payables" are all accounts payable that are subject to lien under the Builder's Lien Act.*

**INSURANCE:**

1. All policies must show every Borrower as a named insured.

2. All policies covering physical loss or damage (that is, property, builders risk and boiler and machinery insurance) must be on a full replacement cost basis and:

   (a) provide coverage for all risks of physical loss or damage, including earthquake, flood, sewer back-up and collapse;

   (b) include insurance on the foundation and all parts below ground level;

   (c) provide in case of destruction:

      (i) that reconstruction will not be limited to "on the same or an adjacent site";

      (ii) coverage for increased costs of reconstruction through by-law and code changes and demolition and debris removal for damaged and undamaged property and resultant loss of income;

   (d) either contain a stated amount co-insurance clause or not be subject to co-insurance.

3. The Bank is to be shown both as mortgagee and loss payee under all policies covering physical loss or damage. Loss is to be payable using this wording:

   "CANADIAN WESTERN BANK, 606 4th Street SW, Calgary, Alberta, T2P 1T1 as first mortgagee and loss payee."

## SCHEDULE "C" - DEMAND

## REPORTING REQUIREMENTS

The Borrowers agree to provide the following to the Bank:

Monthly (by the 30th day of the following month):

1. Combined internally prepared financial statements (balance sheet and profit and loss) of Sunterra Food Corporation, Sunterra Quality Food Markets Inc., Trochu Meat Processors Ltd., Sunterra Farms Ltd., and Sunwold Farms Limited, including current month and year to date results;

2. Combined aged listings of accounts receivable, accounts payable and inventory declaration for the Borrowers as at the end of each month, together with form 1634 Monthly Statement of Borrowing Limit signed by an officer of the Borrowers as correct;

3. combined Agriculture Statement of Borrowing Limit as at the end of each month with respect to Sunterra Farms Ltd. and Sunwold Farms Limited operations, signed by an officer of the Borrowers as correct.

Quarterly (by 45th day of the following month):

4. an Officers Compliance Certificate form 1636, certifying that all lending conditions and requirements are being complied with, including the calculation of applicable financial covenants and supporting documents;

Annually (within 120 days of the Borrowers' fiscal year-end):

5. Audited, annual consolidated financial statements of the Sunterra Group of Companies prepared by a firm of qualified professional accountants, together with annual business plan including projected balance sheets with profit and loss and cash flow statements as well as capital expenditure forecasts for the upcoming fiscal year, showing purpose and source of financing;

6. an Officers Compliance Certificate, certifying that all lending conditions and requirements are being complied with, including calculation of applicable financial covenants;

7. Review Engagement, annual consolidated financial statements of Sunterra Food Corporation prepared by a firm of qualified professional accountants;

8. Review Engagement, annual consolidated financial statements of Sunterra Farm Enterprises Ltd. prepared by a firm of qualified professional accountants;

9. Review Engagement, annual consolidated financial statements of Sunterra Enterprises Inc. prepared by a firm of qualified professional accountants;

10. annual financial statements consolidating all Borrowers: Sunterra Food Corporation, Trochu Meat Processors Ltd., Sunterra Quality Food Market Inc., Sunterra Farms Ltd. and Sunwold Farms Limited, prepared by a firm of qualified professional accountants;

11. Notice to Reader, annual unconsolidated financial statements for each Sunwold Farms Limited, Sunterra Farms Ltd., Sunterra Quality Food Market Inc., and Trochu Meat Processors Ltd.;

12. updated 3 to 5 year business plan combined projections for Sunterra Food Corporation, Sunterra Quality Food Markets Inc., Trochu Meat Processors Ltd., Sunterra Farms Ltd. and Sunwold Farms Limited, including balance sheet, profit and loss and cash flow statement, and applicable assumptions;

13. a Confirmation of Payable Status form 1054 on an annual basis; and

14. any further information, data, financial reports and records, accounting or banking statements, certificates, evidence of insurance and other assurances which the Bank may from time to time require in its sole discretion, acting reasonably.

## SCHEDULE "D" - DEMAND

### CONDITIONS PRECEDENT TO DRAWDOWN

The following conditions precedent must be fulfilled prior to the Bank having any obligation to advance:

1. the Bank shall be satisfied with the business, assets and financial condition of the Borrower and Guarantors and all security documentation and supporting agreements and documents must be completed in a form satisfactory to the Bank and its solicitors, and must be executed and registered, as appropriate, and the Bank shall have received a solicitor's letter of opinion with respect to the same;

2. the Bank shall be provided with a transmittal letter from Price Aspinall Appraisals certifying that the Bank may rely on the recent appraisal of the subject lands confirming a market value of not less than $13,000,000 (as at June 2022 using the Cost, Income Approach and Direct Comparison methods of valuation) for lending purposes;

3. the Borrowers shall cause to be conducted environmental assessments, audit and other inspections with respect to the mortgaged property and the business of the Borrowers and the obligation of the Bank to advance funds hereunder shall be subject to the Bank receiving reports prepared by a Bank approved Environmental Consultant, satisfactory to the Bank in its sole discretion and subject to the Bank being satisfied in its sole discretion that there are no environmental matters that are adverse to the value of the mortgage property or the business of the Borrowers;

4. the Borrower shall provide a property tax receipt confirming payment of all taxes including the current year; and

5. the Bank will require two (2) full business days prior written notice of disbursement.

## SCHEDULE "E" - DEMAND

## GENERAL CONDITIONS

**EVENTS OF DEFAULT**

1. Notwithstanding anything expressed or implied to the contrary, all indebtedness and liability of the Borrower's to the Bank under this Agreement is deemed to be repayable **ON DEMAND** and such indebtedness and liability may be demanded by the Bank at any time in the Bank's sole and exclusive discretion. In addition to being of a demand nature, the full amount of the indebtedness and liability of the Borrower then outstanding, together with accrued interest and any other charges then owing by the Borrower to the Bank shall, at the option of the Bank, forthwith be accelerated and be due and payable, and upon being declared to be due and payable, the securities shall immediately become enforceable and the Bank may proceed to realize and enforce the same upon the occurrence and during the continuance of any of the following events or circumstances (which events or circumstances are herein referred to as the "Events of Default"):

   (a) the Borrower or any Guarantor fails to make when due, whether on demand or at a fixed payment date, by acceleration or otherwise any payment of interest, principal, fees, or other amounts payable to the Bank;

   (b) there is a breach by the Borrower of any other term or condition contained in this Agreement or in any other agreement to which the Borrower and the Bank are parties and the Borrower has not corrected such breach within 15 days of notice having been provided to the Borrower;

   (c) any default occurs under the terms of any security to be provided in accordance with this Agreement or under any other credit, loan or security agreement to which the Borrower is a party and the Borrower has not corrected such breach within 15 days of notice having been provided to the Borrower;

   (d) any bankruptcy, re-organization, compromise, arrangement, insolvency or liquidation proceedings or other analogous proceedings are instituted by or against the Borrower and, if instituted against the Borrower are allowed against or consented to by the Borrower or are not dismissed or stayed within 60 days after such institution;

   (e) a Receiver is appointed over any property of the Borrower or any judgement or order or any process of any court becomes enforceable against the Borrower or any property of the Borrower or any creditor takes possession of any property of the Borrower;

   (f) any adverse change occurs in the financial condition of the Borrower or any Guarantor;

   (g) any adverse change occurs in the environmental condition of:

      (i) the Borrowers, or either of them, or any Guarantor of the Borrower; or

      (ii) any property, equipment, or business activities of the Borrower or any Guarantor of the Borrower.

   (h) the Borrower acknowledges that failure by any Guarantors of this Agreement to comply with the disclosure requirements set out in Section 45 of the Business Corporations Act (BCA) of Alberta shall constitute a default of the Borrower pursuant to this Agreement.

## MISCELLANEOUS CONDITIONS

1. The rights and remedies of the Bank pursuant to this Agreement and the securities taken pursuant hereto are cumulative and not alternative, and not in substitution for any other rights, remedies, or powers of the Bank.

2. Any failure or delay by the Bank to exercise, or exercise fully, its rights and remedies pursuant to this Agreement and the securities taken pursuant hereto shall not be construed as a waiver of such rights and remedies.

3. In the absence of a formal Loan Agreement being entered into, this Agreement shall continue in full force and effect and shall not merge in any securities provided by the Borrower to the Bank.

4. the Bank reserves the sole and absolute right to syndicate part or all of the loan facility contemplated herein, with various syndication partners with whom the Bank syndicates loans from time to time, on terms and conditions satisfactory to the Bank;

5. This Agreement and the security documentation to be provided by the Borrower pursuant hereto shall be construed in accordance with and governed by the laws of the Province of Alberta.

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## SCHEDULE "F" – DEMAND

## SCHEDULE – STANDARD LOAN TERMS

### ARTICLE 1 – GENERAL

1.1. **Interest Rate.** You will pay interest on each Loan at nominal rates per year at the rate specified in this Agreement.

1.2. **Floating rate of interest.** Each floating rate of interest provided for under this Agreement will change automatically, without notice, whenever the Bank's Prime Rate or the U.S. Base Rate, as the case may be, changes.

1.3. **Payment of interest.** Interest is calculated on the daily balance of the Loan at the end of each day. Interest is due once a month, unless the Agreement states otherwise. Unless you have made other arrangements with us, we will automatically debit your Operating Account for interest amounts owing. If your Operating Account is in overdraft and you do not deposit to the account an amount equal to the monthly interest payment, the effect is that we will be charging interest on overdue interest (which is known as compounding). Unpaid interest continues to compound whether or not we have demanded payment from you or started a legal action, or get judgment, against you.

1.4. **Fees.** You will pay the Bank's fees for the Loans as outlined in the Agreement. You will also reimburse us for all reasonable fees (including legal fees on a solicitor and his own client basis) and out-of-pocket expenses incurred in registering any security, and in enforcing our rights under this Agreement or any security. We will automatically debit your Operating Account for fee amounts owing.

1.5. **Our rights re demand Loans.** We believe that the banker-customer relationship is based on mutual trust and respect. It is important for us to know all the relevant information (whether good or bad) about your business. Canadian Western Bank is itself a business. Managing risks and monitoring our customers' ability to repay is critical to us. We can only continue to lend when we feel that we are likely to be repaid. As a result, if you do something that jeopardizes that relationship, or if we no longer feel that you are likely to repay all amounts borrowed, we may have to act. We may decide to act, for example, because of something you have done, information we receive about your business, or changes to the economy that affect your business. Some of the actions that we may decide to take include requiring you to give us more financial information, negotiating a change in the interest rate or fees, or asking you to get further accounting assistance, put more cash into the business, provide more security, or produce a satisfactory business plan. It is important to us that your business succeeds. We may demand immediate repayment of any outstanding amounts under any demand Loan. We may also, at any time and for any cause, cancel the unused portion of any demand Loan.

1.6. **Payments.** If any payment is due on a day other than a Business Day, then the payment is due on the next Business Day.

1.7. **Applying money received.** If you have not made payments as required by this Agreement, or if you have failed to satisfy any term of this Agreement (or any other agreement you have that relates to this Agreement), or at any time before default but after we have given you appropriate notice, we may decide how to apply any money that we receive. This means that we may choose which Loan to apply the money against, or what mix of principal, interest, fees and overdue amounts within any Loan will be paid.

1.8. **Information requirements.** We may from time to time reasonably require you to provide further information about your business. We may require information from you to be in a form acceptable to us.

1.9. **Insurance.** You will keep all your business assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for property such as yours (plus for any other risks we may reasonably require). If we request, these policies will include a loss payee clause (and if you are giving us mortgage security, a Standard Mortgagee Clause). As further security, you assign all insurance proceeds to us. If we ask, you will give us either the policies themselves or adequate evidence of their existence. If your insurance coverage for any reason stops, we may (but do not have to) insure the property. We will automatically debit your Operating Account for this amount. In the event there are no funds on deposit, we may add the insurance cost to your Loan. Finally, you will notify us immediately of any loss or damage to the property.

1.10. **Environmental Matters.** You will carry on your business, and maintain your assets and property, in accordance with all applicable environmental laws and regulations. If (a) there is any release, deposit, discharge or disposal of pollutants of any sort (collectively, a "Discharge") in connection with either your business or your property, and we pay any fines or for any clean-up, or (b) we suffer any loss or damage as a result of any Discharge, you will reimburse the Bank, its directors, officers, employees and agents for any and all losses, damages, fines, costs and other amounts (including amounts spent preparing any necessary environmental assessment or other reports, or defending any lawsuits) that result. If we ask, you will defend any lawsuits, investigations or prosecutions brought against the Bank or any of its directors, officers, employees and agents in connection with any Discharge. Your obligation to us under this section continues even after all Loans have been repaid and this Agreement has terminated.

1.11. **Consent to release information.** We may from time to time give any loan or other information about you to, or receive such information from, (a) any financial institution, credit reporting agency, rating agency or credit bureau, (b) any person, firm or corporation with whom you may have or propose to have financial dealings, and (c) any person, firm or corporation in connection with any dealings you have or propose to have with us. You agree that we may use that information to establish and maintain your relationship with us and offer any services as permitted by law, including services and products offered by our subsidiaries when it is considered that this may be suitable to you.

1.12. **Proof of debt.** This Agreement provides the proof, between the Bank and you, of the loans made available to you. There may be times when the type of loan you have requires you to sign additional documents. Throughout the time that we provide you loans under this Agreement, our loan accounting records will provide complete proof of all terms and conditions of your loan (such as principal loan balances, interest calculations, and payment dates).

1.13. **Renewals of this Agreement.** This Agreement will remain in effect for your Loans for as long as they remain unchanged. If there are no changes to the Loans this Agreement will continue to apply, and you will not need to sign anything further. If there are any changes, we will provide you with either an amending agreement, or a new replacement Letter, for you to sign.

1.14. **Confidentiality.** The terms of this Agreement are confidential between you and the Bank. You therefore agree not to disclose the contents of this Agreement to anyone except your professional

advisors and where required by law.

1.15. **Pre-conditions.** You may use the Loans granted to you under this Agreement only if:

(a) we have received properly signed copies of all documentation that we may require in connection with the operation of your accounts and your ability to borrower and give security;
(b) all the required security has been received and registered to our satisfaction;
(c) any special provisions or conditions set forth in the Agreement have been complied with; and
(d) if applicable, you have given us the required number of days notice for a drawing under a Loan.

1.16. **Notices.** We may give you any notice in person or by telephone, or by letter that is sent either by fax or by mail.

1.17. **Use of the Operating Loan.** You will use your Operating Loan only for your business operating cash needs. You are responsible for all debits from the Operating Account that you have either initiated (such as cheques, loan payments, pre-authorized debits, etc.) or authorized us to make. Payments are made by making deposits to the Operating Account. You may not at any time exceed the lesser of the Loan Amount and the maximum available under the Margin Requirements. We may, without notice to you, return any debit from the Operating Account that, if paid, would result in the Loan Amount being exceeded, unless you have made prior arrangements with us. If we pay any of these debits, you must repay us immediately the amount by which the Loan Amount is exceeded.

1.18. **Non-Revolving Loans.** The following terms apply to each Non-Revolving Loan:

(a) **Non-revolving Loans.** Unless otherwise stated in the Agreement, any principal payment made permanently reduces the available Loan Amount. Any payment we receive is applied first to overdue interest, then to current interest owing, then to overdue principal, then to any fees and charges owing, and finally to current principal.

(b) **Floating Rate Non-Revolving Loans.** Floating Rate Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest as described below:

(i) **Blended payments.** If you have a Floating Rate Loan that has blended payments, the amount of your monthly payment is fixed for the term of the loan, but the interest rate varies with changes in the Prime Rate or U.S. Base Rate (as the case may be). If the Prime Rate or U.S. Base Rate during any month is lower than what the rate was at the outset, you may end up paying off the loan before the scheduled end date. If, however, the Prime Rate or U.S. Base Rate is higher than what it was at the outset, the amount of principal that is paid off is reduced. As a result, you may end up still owing principal at the end of the term because of these changes in the Prime Rate or U.S. Base Rate. We will advise you from time to time of any changes in the blended payment necessary to maintain the original amortization period, should we chose to do so.

(ii) **Payments of fixed principal plus interest.** If you have a Floating Rate Loan that has regular principal payments, plus interest, the principal payment amount of your Loan is due on the payment date specified in the Agreement. Although the principal payment amount is fixed, your interest payment will usually be different each month, for at least one and possibly more reasons, namely: the reducing principal balance of your loan, the number of days in the month, and changes to the Prime Rate or U.S. Base Rate (as the case may be).

(c) **Demand of Fixed Rate Demand Non-Revolving Loans.** If you have a Fixed Rate Demand Non-Revolving Loan and we make demand for payment, you will owe us (i) all outstanding principal, (ii) interest, (iii) any other amount due under this Agreement, and (iv) a prepayment charge. The prepayment charge is equal to the greater of three (3) months interest calculated on the unpaid balance at the rate authorized or the Bank's Unwinding Costs.



APAff000090

## ARTICLE 2 – DEFINITIONS

2.1. **Definitions.** In this Agreement, the following terms have the following meanings:

*"Agreement"* means the letter agreement between you and Canadian Western Bank to which this Schedule and any other Schedules are attached.

*"Business Day"* means any day (other than a Saturday or a Sunday) that the CWB Branch/Centre is open for business.

*"Cash Flow Coverage Ratio"* means for any fiscal year the ratio of X to Y where:

X =
Net profit after tax
+ amortization/depreciation
+ all interest expenses
+ all taxes
= EBITDA

Y =
All interest paid or accrued during the trailing fiscal year + the Borrower's actual principal payment obligations for the trailing fiscal year under the CWB credit facility and any other document or agreement including without limitation:

- in respect of any indebtedness for borrowed money as classified in the balance sheet of the Borrower and in accordance with generally accepted accounting principals; and
- in respect of any capital lease in accordance with generally accepted accounting principles entered into by the Borrower.

*"Current Assets"* are cash, accounts receivable, inventory and other assets that are likely to be converted into cash, sold, exchanged or expended in the normal course of business within one year or less, excluding amounts due from related parties.

*"Current Liabilities"* means debts that are or will become payable within one year or one operating cycle, whichever is longer, excluding amounts due to related parties, and which will require Current Assets to pay. They usually include accounts payable, accrued expenses, deferred revenue and the current portion of long-term debt.

*"Current Ratio"* means the ratio of Current Assets to Current Liabilities.

*"Customer Automated Funds Transfer (CAFT)"* is a WEB based service that provides non-personal customers the ability to make multiple electronic transactions for purposes of direct deposit for payroll or direct payment of accounts payable.

*"CWB Branch/Centre"* means the Canadian Western Bank branch or banking centre noted on the first page of this Agreement, as changed from time to time by agreement between the parties.

*"CWBdirect"* is a service available to allow customers the capability to access their bank accounts and general banking information using a personal computer with via the internet.

*"Debt to Tangible Net Worth Ratio"* means the ratio of Debt to Tangible Net Worth, where:

(a) Debt is defined as: all liabilities listed on the balance sheet less loans from shareholders or affiliates where the bank has a registered postponement of claim. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be excluded from debt where written confirmation has been obtained from the borrower regarding the re-investment.

(b) Tangible Net Worth is defined as: the aggregate of share capital, retained earnings, shareholder and affiliated company loans specifically postponed to the Bank, less intangible assets such as goodwill, investments in and advances to affiliated companies and any other asset determined by the Bank to be intangible. The after tax portion of management bonuses not yet re-invested as shareholders' loans may be included in tangible net worth where written confirmation has been obtained from the borrower regarding the re-investment and providing these loans are specifically postponed to the Bank.

*"Demand Non-Revolving Loan"* means an instalment loan that is payable upon demand. Such a Loan may be either at a fixed or a floating rate of interest.

*"Fixed Rate Loan"* means any loan drawn down, converted or extended under a Loan at an interest rate which was fixed for a term, instead of referenced to a floating rate such as the Prime Rate or U.S. Base Rate, at the time of such drawdown, conversion or extension.

*"Intangibles"* means assets of the business that have no value in themselves but represent value. They include such things as copyright, goodwill, patents and trademarks; franchises, licenses, leases, research and development costs, and deferred development costs.

*"Letter of Credit"* or *"L/C"* means a documentary or stand-by Letter of Credit, a Letter of Guarantee, or a similar instrument in form and substance satisfactory to us.

*"Lien"* includes a mortgage, charge, lien, security interest or encumbrance of any sort on an asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

*"Loan"* means any loan segment referred to in the Agreement and if there are two or more segments, "Loan" includes reference to each segment.

*"Loan Amount"* of any Loan means the amount specified in the Agreement and if there are two or more segments, "Loan Amount" includes reference to each segment.

*"Mandatory Capital Expenditures"* means net capital expenditures incurred by you not financed by long term debt. Net capital expenditures means all capitalized fixed asset purchases less fixed asset sales.

*"Monthly Statement of Borrowing Limit"* means the CWB form 1099 by that name, as it may from time to time be changed.

*"Normal Course Lien"* means a Lien that (a) arises by operation of law or in the ordinary course of business as a result of owning any such asset (but does not include a Lien given to another creditor or to secure debts owed to that Loan) and (b) taken together with all other Normal Course Liens, does not materially affect the value of the asset or its use in the business.

*"Operating Account"* means the account that you normally use for the day-to-day cash needs of your business, and may be either or both of a Canadian dollar and a U.S. dollar account.

*"Postponed Debt"* means any debt owed by you that has been formally postponed to the Bank.

*"Principal Sum"* means the loan balance outstanding.

*"Priority Claims"* means priorities that are created when a borrower does not remit monies due for Income Tax, Workers Compensation, Canada Pension Plan, Employment Insurance, GST, Provincial Sales Tax, wage claims including unpaid holiday entitlement, unpaid utility bills and arrears of rent for business premises. These are considered to be deemed trust and rank in priority to all security interests.

*"Prime Rate"* means the variable reference rate of interest per year declared by the Bank from time to time to be its Prime rate for Canadian dollar loans made by the Bank in Canada.

*"Purchase Money Lien"* means a Lien incurred in the ordinary course of business only to secure the purchase price of an asset, or to secure debt used only to finance the purchase of the asset.

*"Shareholders' Equity"* means paid-in capital, retained earnings and attributed or contributed surplus.

*"Standard Overdraft Rate"* means the variable reference interest rate per year declared by the Bank from time to time to be its standard overdraft rate on overdrafts in Canadian or U.S. dollar accounts maintained with the Bank in Canada.



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"*Unwinding Costs*" means the costs the Bank incurs when a fixed rate loan is paid out early. The unwinding costs are based on an interest rate differential between the loan rate and the bid side yield for Government of Canada securities with the same maturity as the loan, for the remaining term of the loan at the time of repayment.

"*U.S. Base Rate*" means the variable reference rate of interest per year as declared by the Bank from time to time to be its base rate for U.S. dollar loans made by the Bank in Canada.

This is Exhibit "D" referred to in the Affidavit (or statuary declaration) of Arthur Lees sworn (or affirmed or declared) before me this 5 day of September, 2025

A Commissioner for Oaths in and for Alberta

Scott Chimuk
Barrister & Solicitor

# LAND TITLE CERTIFICATE

S

| LINC | SHORT LEGAL | TITLE |
|---|---|---|
| 0017 687 758 | 7711418;A | 901 |

LEGAL DESCRIPTION

PLAN 7711418
BLOCK A
EXCEPTING THE ROAD ON SUBDIVISION PLAN 8310022
CONTAINING 0.188 HECTARES (0.465 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS

ATS REFERENCE: 4;23;33;17;SE
ESTATE: FEE SIMPLE

MUNICIPALITY: TOWN OF TROCHU

REGISTERED OWNER(S)

| REGISTRATION | DATE(DMY) | DOCUMENT TYPE | VALUE | CONSIDERATION |
|---|---|---|---|---|
| 901 251 917 | 05/10/1990 | | | LOST DCT |

OWNERS

TROCHU MEAT PROCESSORS LTD.
OF TROCHU
ALBERTA T0M 2C0

ENCUMBRANCES, LIENS & INTERESTS

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| 741 079 999 | 20/08/1974 | UTILITY RIGHT OF WAY<br>GRANTEE - ALBERTA GOVERNMENT TELEPHONES.<br>"S. 16 FT OF N. 66 FT" |
| 771 016 844 | 14/02/1977 | UTILITY RIGHT OF WAY<br>GRANTEE - THE TOWN OF TROCHU. |
| 831 004 853 | 11/01/1983 | CAVEAT<br>RE : AGREEMENT UNDER PLANNING ACT<br>CAVEATOR - THE CALGARY REGIONAL PLANNING |

( CONTINUED )

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| | | COMMISSION. |
| | | (DATA UPDATED BY: 101129648 ) |
| 831 004 854 | 11/01/1983 | UTILITY RIGHT OF WAY |
| | | GRANTEE - THE TOWN OF TROCHU. |
| | | AS TO PORTION OR PLAN:8310023 |
| 961 035 221 | 15/02/1996 | MORTGAGE |
| | | MORTGAGEE - FARM CREDIT CORPORATION. |
| | | 1550, 10250-101 STREET, EDMONTON |
| | | ALBERTA T5J3P4 |
| | | ORIGINAL PRINCIPAL AMOUNT: $1,500,000 |
| 021 130 729 | 18/04/2002 | AMENDING AGREEMENT |
| | | AFFECTS INSTRUMENT: 961035221 |
| 231 134 978 | 03/05/2023 | MORTGAGE |
| | | MORTGAGEE - CANADIAN WESTERN BANK. |
| | | C/O CREDIT SUPPORT PRAIRIES REGIONAL CENTRE |
| | | SUITE 300, 606-4 ST SW |
| | | CALGARY |
| | | ALBERTA T2P1T1 |
| | | ORIGINAL PRINCIPAL AMOUNT: $13,000,000 |

TOTAL INSTRUMENTS: 007

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 12 DAY OF MARCH, 2025 AT 01:05 P.M.

ORDER NUMBER: 53116654

CUSTOMER FILE NUMBER:




*END OF CERTIFICATE*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

**Government of Alberta**

# Personal Property Registry
## Search Results Report



**Search ID #:** Z18469429

**Transmitting Party**

Blue Rock Law LLP

700, 215 - 9 Avenue SW
Calgary, AB T2P1K3

Party Code: 60012188
Phone #: 587 534 0752
Reference #: 1375-00001

**Search ID #:** Z18469429 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:04:20

## Business Debtor Search For:

SUNTERRA FOOD CORPORATION

This is Exhibit "E" referred to in the Affidavit (or statuary declaration) of Arthur Lui
sworn (or affirmed or declared) before me this 5 day of September, 2025
A Commissioner for Oaths in and for Alberta

Exact Result(s) Only Found

Scott Chimuk
Barrister & Solicitor

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

**Search ID #:** Z18469429

**Business Debtor Search For:**
SUNTERRA FOOD CORPORATION
**Search ID #:** Z18469429 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:04:20

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Registration Number: 04031112271
Registration Date: 2004-Mar-11
Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

---

Exact Match on: Debtor No: 1

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## Amendments to Registration

| | | |
|---|---|---|
| 06102627897 | Amendment | 2006-Oct-26 |
| 11040806540 | Amendment | 2011-Apr-08 |

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FOOD CORPORATION<br>1200-700 2 ST SW<br>CALGARY, AB T2P 4V5 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | BANK OF MONTREAL<br>10199 101 ST<br>EDMONTON, AB T5J 2J2 | Deleted by 06102627897 |

| Block | | Status |
|---|---|---|
| 2 | FARM CREDIT CANADA<br>#1, 7710 - 50 AVENUE<br>RED DEER, AB T4P 2A5 | Current by 06102627897 |

## Particulars

| Block | Additional Information | Status |
|---|---|---|
| 1 | This registration including all amendments and renewals thereof is postponed and subordinated to Registration 10112932737 including all amendments and renewals thereof. | Current By 11040806540 |

**Search ID #:** Z18469429

**Business Debtor Search For:**
SUNTERRA FOOD CORPORATION
**Search ID #:** Z18469429 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:04:20

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Registration Number: 10092110725
Registration Date: 2010-Sep-21
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2030-Sep-21 23:59:59

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Exact Match on: Debtor No: 1

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## Amendments to Registration

| | | |
|---|---|---|
| 11092927214 | Amendment | 2011-Sep-29 |
| 15090104722 | Renewal | 2015-Sep-01 |
| 20062621434 | Renewal | 2020-Jun-26 |
| 20062621476 | Renewal | 2020-Jun-26 |
| 23013131785 | Amendment | 2023-Jan-31 |

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FOOD CORPORATION<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 2 | TROCHU MEAT PROCESSORS LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 3 | SUNTERRA QUALITY FOOD MARKETS INC.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 4 | SUNTERRA KEYNOTE MARKET INC.<br>#200, 1851 SIROCCO DRIVE S.W.<br>CALGARY, AB T3H 4RS | Deleted by 11092927214 |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | CANADIAN WESTERN BANK<br>606 - 4TH STREET S.W.<br>CALGARY, AB T2P 1T1 | Deleted by<br>23013131785 |

| Block | | Status |
|---|---|---|
| 2 | CANADIAN WESTERN BANK<br>606 - 4TH STREET S.W.<br>CALGARY, AB T2P 1T1<br>Email: CSPR.CollSec@cwbank.com | Current by<br>23013131785 |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | ALL PRESENT AND HEREAFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTORS OF WHATSOEVER NATURE AND KIND AND WHERESOEVER SITUATE. PROCEEDS: ALL PRESENTLY OWNED AND HEREAFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTORS RELATING TO THE FOREGOING. | Current |
| 2 | THE SUM OF SEVEN MILLION DOLLARS ($7,000,000) NOW OR HEREAFTER STANDING TO THE CREDIT OF THE DEBTORS (OR ANY ONE OR MORE OF THEM) AND ALL INTEREST ACCRUED OR EARNED THEREON IN AN ACCOUNT(S) AT THE SECURED PARTY. | Current By<br>23013131785 |

**Search ID #:** Z18469429

**Business Debtor Search For:**
SUNTERRA FOOD CORPORATION
**Search ID #:** Z18469429 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:04:20

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Registration Number: 10092110948
Registration Date: 2010-Sep-21
Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

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Exact Match on: Debtor No: 1

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## Amendments to Registration

| | | |
|---|---|---|
| 11092927259 | Amendment | 2011-Sep-29 |

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FOOD CORPORATION<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 2 | TROCHU MEAT PROCESSORS LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 3 | SUNTERRA QUALITY FOOD MARKETS INC.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 4 | SUNTERRA KEYNOTE MARKET INC.<br>#200, 1851 SIROCCO DRIVE S.W.<br>CALGARY, AB T3H 4RS | Deleted by 11092927259 |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | CANADIAN WESTERN BANK<br>606 - 4TH STREET S.W.<br>CALGARY, AB T2P 1T1 | Current |

**Search ID #:** Z18469429

**Business Debtor Search For:**
SUNTERRA FOOD CORPORATION
**Search ID #:** Z18469429 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:04:20

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Registration Number: 16010619234
Registration Date: 2016-Jan-06
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2027-Jan-06 23:59:59

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Exact Match on: Debtor No: 1

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## Amendments to Registration

| | | |
|---|---|---|
| 21101423886 | Renewal | 2021-Oct-14 |

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FOOD CORPORATION<br>117 MAIN STREET, BOX 266<br>ACME, AB T0M 0A0 | Current |
| 2 | SUNTERRA QUALITY FOOD MARKETS INC.<br>117 MAIN STREET, BOX 266<br>ACME, AB T0M 0A0 | Current |
| 3 | SUNTERRA ENTERPRISES INC.<br>117 MAIN STREET, BOX 266<br>ACME, AB T0M 0A0 | Current |
| 4 | SUNTERRA BEEF LTD.<br>117 MAIN STREET, BOX 266<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | FARM CREDIT CANADA<br>12040 149 STREET NW, 2ND FLOOR<br>EDMONTON, AB T5V 1P2 | Current |

**Search ID #:** Z18469429

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | All of each debtor's present and after-acquired personal property. | Current |

Result Complete

**Government of Alberta**

# Personal Property Registry
## Search Results Report



**Search ID #:** Z18469446

**Transmitting Party**

Blue Rock Law LLP

700, 215 - 9 Avenue SW
Calgary, AB T2P1K3

Party Code: 60012188
Phone #: 587 534 0752
Reference #: 1375-00001

**Search ID #:** Z18469446 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:05:28

## Business Debtor Search For:

SUNTERRA QUALITY FOOD MARKETS INC.

Exact Result(s) Only Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

**Business Debtor Search For:**
SUNTERRA QUALITY FOOD MARKETS INC.
**Search ID #:** Z18469446 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:05:28

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Registration Number: 00061920914
Registration Date: 2000-Jun-19
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2026-Jun-19 23:59:59

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Exact Match on: Debtor No: 2

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## Amendments to Registration

| | | |
|---|---|---|
| 01012922769 | Amendment | 2001-Jan-29 |
| 05042704865 | Renewal | 2005-Apr-27 |
| 06102626402 | Amendment | 2006-Oct-26 |
| 06102628747 | Renewal | 2006-Oct-26 |
| 10070834365 | Amendment | 2010-Jul-08 |
| 11010627406 | Amendment | 2011-Jan-06 |
| 16040533948 | Renewal | 2016-Apr-05 |

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FARM ENTERPRISES LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |

| Block | | Status |
|---|---|---|
| 2 | SUNTERRA QUALITY FOOD MARKETS INC.<br>BOX 266<br>ACME, AB T0M 0A0 | Current by 11010627406 |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | BANK OF MONTREAL<br>9TH FLOOR, 350 - 7 AVENUE S.W.<br>CALGARY, AB T2P 3N9 | Deleted by 06102626402 |

| Block | | Status |
|---|---|---|
| 2 | NATIONAL BANK OF CANADA<br>#2700, 530 - 8 AVENUE SW<br>CALGARY, AB T2P 3S8 | Deleted by<br>10070834365 |

| Block | | Status |
|---|---|---|
| 3 | FARM CREDIT CANADA<br>#1, 7710 - 50 AVENUE<br>RED DEER, AB T4P 2A5 | Current by<br>06102626402 |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR. | Current |
| 2 | ACCOUNTS | Current By<br>01012922769 |
| 3 | ALL PRESENT AND AFTER ACQUIRED PROPERTY EXCEPT GOODS | Current By<br>01012922769 |
| 4 | PROCEEDS - ALL PRESENT AND AFTER ACQUIRED PROPERTY | Current By<br>01012922769 |

**Business Debtor Search For:**
SUNTERRA QUALITY FOOD MARKETS INC.
**Search ID #:** Z18469446 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:05:28

---

Registration Number: 00061926127
Registration Date: 2000-Jun-19
Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

---

Exact Match on: Debtor No: 2

---

## Amendments to Registration

| | | |
|---|---|---|
| 06102626501 | Amendment | 2006-Oct-26 |
| 11010627468 | Amendment | 2011-Jan-06 |

---

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FARM ENTERPRISES LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |

| Block | | Status |
|---|---|---|
| 2 | SUNTERRA QUALITY FOOD MARKETS INC.<br>BOX 266<br>ACME, AB T0M 0A0 | Current by 11010627468 |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | BANK OF MONTREAL<br>9TH FLOOR, 350 - 7TH AVENUE S.W.<br>CALGARY, AB T2P 3N9 | Deleted by 06102626501 |

| Block | | Status |
|---|---|---|
| 2 | FARM CREDIT CANADA<br>#1, 7710 - 50 AVENUE<br>RED DEER, AB T4P 2A5 | Current by 06102626501 |

**Business Debtor Search For:**
SUNTERRA QUALITY FOOD MARKETS INC.
**Search ID #:** Z18469446 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:05:28

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Registration Number: 00061926242
Registration Date: 2000-Jun-19

Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

---

Exact Match on: Debtor No: 2

---

## Amendments to Registration

| | | |
|---|---|---|
| 06102626709 | Amendment | 2006-Oct-26 |
| 11010627235 | Amendment | 2011-Jan-06 |

---

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FARMS LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 2 | SUNTERRA QUALITY FOOD MARKETS INC.<br>BOX 266<br>ACME, AB TOM 0A0 | Current by 11010627235 |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | BANK OF MONTREAL<br>9TH FLOOR, 350 - 7 AVENUE S.W.<br>CALGARY, AB T2P 3N9 | Deleted by 06102626709 |
| 2 | FARM CREDIT CANADA<br>#1, 7710 - 50 AVENUE<br>RED DEER, AB T4P 2A5 | Current by 06102626709 |

**Search ID #:** Z18469446

**Business Debtor Search For:**
SUNTERRA QUALITY FOOD MARKETS INC.
**Search ID #:** Z18469446 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:05:28

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Registration Number: 04031112396
Registration Date: 2004-Mar-11

Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

---

Exact Match on: Debtor No: 1

---

## Amendments to Registration

| | | |
|---|---|---|
| 06102627418 | Amendment | 2006-Oct-26 |

---

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA QUALITY FOOD MARKETS INC.<br>1200-700 2 ST SW<br>CALGARY, AB T2P 4V5 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | BANK OF MONTREAL<br>10199 101 ST<br>EDMONTON, AB T5J 2J2 | Deleted by 06102627418 |

| Block | | Status |
|---|---|---|
| 2 | FARM CREDIT CANADA<br>#1, 7710 - 50 AVENUE<br>RED DEER, AB T4P 2A5 | Current by 06102627418 |

**Search ID #:** Z18469446

**Business Debtor Search For:**
SUNTERRA QUALITY FOOD MARKETS INC.
**Search ID #:** Z18469446 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:05:28

---

Registration Number: 10092110725
Registration Date: 2010-Sep-21
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2030-Sep-21 23:59:59

---

Exact Match on: Debtor No: 3

---

## Amendments to Registration

| | | |
|---|---|---|
| 11092927214 | Amendment | 2011-Sep-29 |
| 15090104722 | Renewal | 2015-Sep-01 |
| 20062621434 | Renewal | 2020-Jun-26 |
| 20062621476 | Renewal | 2020-Jun-26 |
| 23013131785 | Amendment | 2023-Jan-31 |

---

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FOOD CORPORATION<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 2 | TROCHU MEAT PROCESSORS LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 3 | SUNTERRA QUALITY FOOD MARKETS INC.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 4 | SUNTERRA KEYNOTE MARKET INC.<br>#200, 1851 SIROCCO DRIVE S.W.<br>CALGARY, AB T3H 4RS | Deleted by 11092927214 |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | CANADIAN WESTERN BANK<br>606 - 4TH STREET S.W.<br>CALGARY, AB T2P 1T1 | Deleted by<br>23013131785 |

| Block | | Status |
|---|---|---|
| 2 | CANADIAN WESTERN BANK<br>606 - 4TH STREET S.W.<br>CALGARY, AB T2P 1T1<br>Email: CSPR.CollSec@cwbank.com | Current by<br>23013131785 |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | ALL PRESENT AND HEREAFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTORS OF WHATSOEVER NATURE AND KIND AND WHERESOEVER SITUATE. PROCEEDS: ALL PRESENTLY OWNED AND HEREAFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTORS RELATING TO THE FOREGOING. | Current |
| 2 | THE SUM OF SEVEN MILLION DOLLARS ($7,000,000) NOW OR HEREAFTER STANDING TO THE CREDIT OF THE DEBTORS (OR ANY ONE OR MORE OF THEM) AND ALL INTEREST ACCRUED OR EARNED THEREON IN AN ACCOUNT(S) AT THE SECURED PARTY. | Current By<br>23013131785 |

**Business Debtor Search For:**
SUNTERRA QUALITY FOOD MARKETS INC.
**Search ID #:** Z18469446 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:05:28

---

Registration Number: 10092110948
Registration Date: 2010-Sep-21
Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

---

Exact Match on: Debtor No: 3

---

## Amendments to Registration

| | | |
|---|---|---|
| 11092927259 | Amendment | 2011-Sep-29 |

---

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FOOD CORPORATION<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 2 | TROCHU MEAT PROCESSORS LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 3 | SUNTERRA QUALITY FOOD MARKETS INC.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 4 | SUNTERRA KEYNOTE MARKET INC.<br>#200, 1851 SIROCCO DRIVE S.W.<br>CALGARY, AB T3H 4RS | Deleted by 11092927259 |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | CANADIAN WESTERN BANK<br>606 - 4TH STREET S.W.<br>CALGARY, AB T2P 1T1 | Current |

**Search ID #:** Z18469446

**Business Debtor Search For:**
SUNTERRA QUALITY FOOD MARKETS INC.
**Search ID #:** Z18469446 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:05:28

---

Registration Number: 16010619234 Registration Type: SECURITY AGREEMENT
Registration Date: 2016-Jan-06 Registration Status: Current
Expiry Date: 2027-Jan-06 23:59:59

---

Exact Match on: Debtor No: 2

---

## Amendments to Registration

| | | |
|---|---|---|
| 21101423886 | Renewal | 2021-Oct-14 |

---

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FOOD CORPORATION<br>117 MAIN STREET, BOX 266<br>ACME, AB T0M 0A0 | Current |

| Block | | Status |
|---|---|---|
| 2 | SUNTERRA QUALITY FOOD MARKETS INC.<br>117 MAIN STREET, BOX 266<br>ACME, AB T0M 0A0 | Current |

| Block | | Status |
|---|---|---|
| 3 | SUNTERRA ENTERPRISES INC.<br>117 MAIN STREET, BOX 266<br>ACME, AB T0M 0A0 | Current |

| Block | | Status |
|---|---|---|
| 4 | SUNTERRA BEEF LTD.<br>117 MAIN STREET, BOX 266<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | FARM CREDIT CANADA<br>12040 149 STREET NW, 2ND FLOOR<br>EDMONTON, AB T5V 1P2 | Current |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | All of each debtor's present and after-acquired personal property. | Current |

**Business Debtor Search For:**
SUNTERRA QUALITY FOOD MARKETS INC.
**Search ID #:** Z18469446 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:05:28

---

Registration Number: 22062011293
Registration Date: 2022-Jun-20
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2029-Jun-20 23:59:59

---

Exact Match on: Debtor No: 1

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA QUALITY FOOD MARKETS INC<br>200 - 1851 SIROCCO DR SW<br>CALGARY, AB T3H4R5 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | PENSKE TRUCK LEASING CANADA INC<br>RT 10 GREEN HILLS, PO BOX 791<br>READING, PA 19603<br>Email: penske.customersupport@penske.com | Current |

| Block | | Status |
|---|---|---|
| 2 | LOCATIONS DE CAMIONS PENSKE CANADA INC<br>RT 10 GREEN HILLS, PO BOX 791<br>READING, PA 19603<br>Email: penske.customersupport@penske.com | Current |

## Collateral: Serial Number Goods

| Block | Serial Number | Year | Make and Model | Category | Status |
|---|---|---|---|---|---|
| 1 | 3ALACXFD9NDNU3753 | 2022 | FREIGHTLINER M2 | MV - Motor Vehicle | Current |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT NOT LIMITED TO XATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL. | Current |

**Search ID #:** Z18469446

**Business Debtor Search For:**
SUNTERRA QUALITY FOOD MARKETS INC.
**Search ID #:** Z18469446 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:05:28

---

Registration Number: 23121600559 Registration Type: SECURITY AGREEMENT
Registration Date: 2023-Dec-16 Registration Status: Current
Expiry Date: 2026-Dec-16 23:59:59

---

Exact Match on: Debtor No: 1

---

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA QUALITY FOOD MARKETS INC.<br>APT200-1851 SIROCCO DRIVE SOUT<br>CALGARY, AB T3H 4H5 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | NISSAN CANADA INC.<br>5290 ORBITOR DRIVE<br>MISSISSAUGA, ON L4W 4Z5<br>Email: absecparties@avssystems.ca | Current |

## Collateral: Serial Number Goods

| Block | Serial Number | Year | Make and Model | Category | Status |
|---|---|---|---|---|---|
| 1 | JN1BJ1AWXPW111907 | 2023 | NISSAN QASHQAI | MV - Motor Vehicle | Current |

Result Complete

**Government of Alberta**

# Personal Property Registry
## Search Results Report



**Search ID #:** Z18469438

**Transmitting Party**

Blue Rock Law LLP

700, 215 - 9 Avenue SW
Calgary, AB T2P1K3

Party Code: 60012188
Phone #: 587 534 0752
Reference #: 1375-00001

**Search ID #:** Z18469438 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:04:51

## Business Debtor Search For:

TROCHU MEAT PROCESSORS LTD.

Exact Result(s) Only Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

**Business Debtor Search For:**
TROCHU MEAT PROCESSORS LTD.
**Search ID #:** Z18469438 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:04:51

---

Registration Number: 04031112446
Registration Date: 2004-Mar-11
Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

---

Exact Match on: Debtor No: 1

---

## Amendments to Registration

| | | |
|---|---|---|
| 06102627152 | Amendment | 2006-Oct-26 |

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | TROCHU MEAT PROCESSORS LTD.<br>1200-700 2 ST SW<br>CALGARY, AB T2P 4V5 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | BANK OF MONTREAL<br>10199 101 ST<br>EDMONTON, AB T5J 2J2 | Deleted by 06102627152 |

| Block | | Status |
|---|---|---|
| 2 | FARM CREDIT CANADA<br>#1, 7710 - 50 AVENUE<br>RED DEER, AB T4P 2A5 | Current by 06102627152 |

**Search ID #:** Z18469438

**Business Debtor Search For:**
TROCHU MEAT PROCESSORS LTD.
**Search ID #:** Z18469438 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:04:51

---

Registration Number: 04031112487
Registration Date: 2004-Mar-11
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2027-Mar-11 23:59:59

---

Exact Match on: Debtor No: 1

---

## Amendments to Registration

| | | |
|---|---|---|
| 06102627111 | Amendment | 2006-Oct-26 |
| 06102629265 | Renewal | 2006-Oct-26 |
| 10070833366 | Amendment | 2010-Jul-08 |
| 16012009642 | Renewal | 2016-Jan-20 |
| 21121529750 | Renewal | 2021-Dec-15 |

---

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | TROCHU MEAT PROCESSORS LTD.<br>1200-700 2 ST SW<br>CALGARY, AB T2P 4V5 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | BANK OF MONTREAL<br>10199 101 ST<br>EDMONTON, AB T5J 2J2 | Deleted by 06102627111 |
| 2 | NATIONAL BANK OF CANADA<br>#2700, 530 - 8 AVENUE SW<br>CALGARY, AB T2P 3S8 | Deleted by 10070833366 |

| Block | | Status |
|---|---|---|
| 3 | FARM CREDIT CANADA<br>#1, 7710 - 50 AVENUE<br>RED DEER, AB T4P 2A5 | Current by 06102627111 |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR. | Current |

**Business Debtor Search For:**
TROCHU MEAT PROCESSORS LTD.
**Search ID #:** Z18469438 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:04:51

---

Registration Number: 10092110725
Registration Date: 2010-Sep-21
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2030-Sep-21 23:59:59

---

Exact Match on: Debtor No: 2

---

## Amendments to Registration

| | | |
|---|---|---|
| 11092927214 | Amendment | 2011-Sep-29 |
| 15090104722 | Renewal | 2015-Sep-01 |
| 20062621434 | Renewal | 2020-Jun-26 |
| 20062621476 | Renewal | 2020-Jun-26 |
| 23013131785 | Amendment | 2023-Jan-31 |

---

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FOOD CORPORATION<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 2 | TROCHU MEAT PROCESSORS LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 3 | SUNTERRA QUALITY FOOD MARKETS INC.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 4 | SUNTERRA KEYNOTE MARKET INC.<br>#200, 1851 SIROCCO DRIVE S.W.<br>CALGARY, AB T3H 4RS | Deleted by 11092927214 |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | CANADIAN WESTERN BANK<br>606 - 4TH STREET S.W.<br>CALGARY, AB T2P 1T1 | Deleted by<br>23013131785 |

| Block | | Status |
|---|---|---|
| 2 | CANADIAN WESTERN BANK<br>606 - 4TH STREET S.W.<br>CALGARY, AB T2P 1T1<br>Email: CSPR.CollSec@cwbank.com | Current by<br>23013131785 |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | ALL PRESENT AND HEREAFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTORS OF WHATSOEVER NATURE AND KIND AND WHERESOEVER SITUATE. PROCEEDS: ALL PRESENTLY OWNED AND HEREAFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTORS RELATING TO THE FOREGOING. | Current |
| 2 | THE SUM OF SEVEN MILLION DOLLARS ($7,000,000) NOW OR HEREAFTER STANDING TO THE CREDIT OF THE DEBTORS (OR ANY ONE OR MORE OF THEM) AND ALL INTEREST ACCRUED OR EARNED THEREON IN AN ACCOUNT(S) AT THE SECURED PARTY. | Current By<br>23013131785 |

**Business Debtor Search For:**
TROCHU MEAT PROCESSORS LTD.
**Search ID #:** Z18469438 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:04:51

---

Registration Number: 10092110948
Registration Date: 2010-Sep-21
Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

---

Exact Match on: Debtor No: 2

---

## Amendments to Registration

| | | |
|---|---|---|
| 11092927259 | Amendment | 2011-Sep-29 |

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FOOD CORPORATION<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 2 | TROCHU MEAT PROCESSORS LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 3 | SUNTERRA QUALITY FOOD MARKETS INC.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 4 | SUNTERRA KEYNOTE MARKET INC.<br>#200, 1851 SIROCCO DRIVE S.W.<br>CALGARY, AB T3H 4RS | Deleted by 11092927259 |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | CANADIAN WESTERN BANK<br>606 - 4TH STREET S.W.<br>CALGARY, AB T2P 1T1 | Current |

**Search ID #:** Z18469438

Result Complete

**Government of Alberta**

# Personal Property Registry
## Search Results Report



**Search ID #:** Z18469488

**Transmitting Party**

Blue Rock Law LLP

700, 215 - 9 Avenue SW
Calgary, AB T2P1K3

Party Code: 60012188
Phone #: 587 534 0752
Reference #: 1375-00001

**Search ID #:** Z18469488 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:08:49

## Business Debtor Search For:

SUNWOLD FARMS INC.

Both Exact and Inexact Result(s) Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



**Business Debtor Search For:**
SUNWOLD FARMS INC.
**Search ID #:** Z18469488 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:08:49

---

Registration Number: 21020808536
Registration Date: 2021-Feb-08
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2026-Feb-08 23:59:59

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| | | |
|---|---|---|
| Exact Match on: | Debtor | No: 5 |
| Inexact Match on: | Debtor | No: 2 |

---

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FARMS LTD.<br>PO BOX 266<br>ACME, AB T0M 0A0 | Current |
| 2 | SUNWOLD FARMS LIMITED<br>PO BOX 266<br>ACME, AB T0M 0A0 | Current |
| 3 | SUNTERRA ENTERPRISES INC.<br>PO BOX 266<br>ACME, AB T0M 0A0 | Current |
| 4 | SUNTERRA FARMS IOWA INC.<br>PO BOX 266<br>ACME, AB T0M 0A0 | Current |
| 5 | SUNWOLD FARMS, INC.<br>PO BOX 266<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | CANADIAN WESTERN BANK<br>SUITE 300, 606 - 4TH STREET SW<br>CALGARY, AB T2P 1T1<br>Email: CSPR.CollSec@cwbank.com | Current |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | ALL INDEBTEDNESS, BOTH PRESENT AND FUTURE, OF SUNTERRA FOOD CORPORATION, TROCHU MEAT PROCESSORS LTD. AND/OR SUNTERRA QUALITY FOOD MARKETS INC., TO THE DEBTORS (OR ANY ONE OR MORE OF THEM), AND ALL PROCEEDS RELATING THERETO. | Current |

**Search ID #:** Z18469488

**Note:**

The following is a list of matches closely approximating your Search Criteria, which is included for your convenience and protection.

| Debtor Name / Address | Reg.# |
|---|---|
| SUNWOLD FARMS LIMITED<br>BOX 266, 117 MAIN STREET<br>ACME, AB T0M 0A0 | 13102906166 |

**SECURITY AGREEMENT**

| Debtor Name / Address | Reg.# |
|---|---|
| SUNWOLD FARMS LIMITED<br>117 MAIN STREET, BOX 266<br>ACME, AB T0M 0A0 | 17010410004 |

**SECURITY AGREEMENT**

| Debtor Name / Address | Reg.# |
|---|---|
| SUNWOLD FARMS LIMITED<br>BOX 266, 117 MAIN ST.<br>ACME, AB T0M 0A0 | 21011822705 |

**SECURITY AGREEMENT**

| Debtor Name / Address | Reg.# |
|---|---|
| SUNWOLD FARMS LIMITED<br>PO BOX 266<br>ACME, AB T0M 0A0 | 21020808536 |

**SECURITY AGREEMENT**

| Debtor Name / Address | Reg.# |
|---|---|
| SUNWOLD FARMS LIMITED<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | 23022214757 |

**SECURITY AGREEMENT**

| Debtor Name / Address | Reg.# |
|---|---|
| SUNWOLD FARMS LIMITED<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | 23022214796 |

**LAND CHARGE**

Result Complete

**Government of Alberta**

# Personal Property Registry
## Search Results Report



**Search ID #:** Z18469365

**Transmitting Party**

Blue Rock Law LLP

700, 215 - 9 Avenue SW
Calgary, AB T2P1K3

Party Code: 60012188
Phone #: 587 534 0752
Reference #: 1375-00001

**Search ID #:** Z18469365 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:00:13

## Business Debtor Search For:

SUNTERRA FARMS LTD.

Both Exact and Inexact Result(s) Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



**Business Debtor Search For:**
SUNTERRA FARMS LTD.
**Search ID #:** Z18469365 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:00:13

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Registration Number: 99042906190
Registration Date: 1999-Apr-29
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2026-Apr-29 23:59:59

---

Exact Match on: Debtor No: 1

---

## Amendments to Registration

| | | |
|---|---|---|
| 04031112545 | Amendment | 2004-Mar-11 |
| 06102626568 | Amendment | 2006-Oct-26 |
| 06102628853 | Renewal | 2006-Oct-26 |
| 10070834053 | Amendment | 2010-Jul-08 |
| 16030113012 | Renewal | 2016-Mar-01 |
| 16061717991 | Amendment | 2016-Jun-17 |
| 19092320789 | Amendment | 2019-Sep-23 |

---

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FARMS LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | BANK OF MONTREAL<br>FIRST CANADIAN CENTRE, 340-7TH AVE. S.W.<br>CALGARY, AB T2P 0X4 | Deleted by 06102626568 |

| Block | | Status |
|---|---|---|
| 2 | NATIONAL BANK OF CANADA<br>#2700, 530 - 8 AVENUE SW<br>CALGARY, AB T2P 3S8 | Deleted by 10070834053 |

| Block | | Status |
|---|---|---|
| 3 | FARM CREDIT CANADA<br>#1, 7710 - 50 AVENUE<br>RED DEER, AB T4P 2A5 | Current by<br>06102626568 |

## Collateral: Serial Number Goods

| Block | Serial Number | Year | Make and Model | Category | Status |
|---|---|---|---|---|---|
| 1 | 1GKDM19W1WB543247 | 1998 | GMC SAFARI | MV - Motor Vehicle | Deleted By<br>19092320789 |
| 2 | 1GBJG31R6Y1116747 | 2000 | CHEV CUBE VAN | MV - Motor Vehicle | Deleted By<br>19092320789 |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | ALL OF THE DEBTOR'S PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY. | Current |

## Particulars

| Block | Additional Information | Status |
|---|---|---|
| 1 | This Registration is postponed and subordinated to Registration No. 16042905358 in favour of Mountain View Credit Union Limited as it relates to all inventory and accounts receivable limited to the sum of $1,500,000.00. | Current By<br>16061717991 |

**Search ID #:** Z18469365

**Business Debtor Search For:**
SUNTERRA FARMS LTD.
**Search ID #:** Z18469365 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:00:13

---

Registration Number: 00061926242
Registration Date: 2000-Jun-19
Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

---

Exact Match on: Debtor No: 1

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## Amendments to Registration

| | | |
|---|---|---|
| 06102626709 | Amendment | 2006-Oct-26 |
| 11010627235 | Amendment | 2011-Jan-06 |

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FARMS LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 2 | SUNTERRA QUALITY FOOD MARKETS INC.<br>BOX 266<br>ACME, AB TOM 0A0 | Current by 11010627235 |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | BANK OF MONTREAL<br>9TH FLOOR, 350 - 7 AVENUE S.W.<br>CALGARY, AB T2P 3N9 | Deleted by 06102626709 |
| 2 | FARM CREDIT CANADA<br>#1, 7710 - 50 AVENUE<br>RED DEER, AB T4P 2A5 | Current by 06102626709 |

**Business Debtor Search For:**
SUNTERRA FARMS LTD.
**Search ID #:** Z18469365 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:00:13

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Registration Number: 18031330137 Registration Type: SECURITY AGREEMENT
Registration Date: 2018-Mar-13 Registration Status: Current
Expiry Date: 2028-Mar-13 23:59:59

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Exact Match on: Debtor No: 2

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | J.S. FERRARO & CO. INC.<br>SUITE 3302, 130 ADELAIDE STREET WEST<br>TORONTO, ON M5H 3P5 | Current |

| Block | | Status |
|---|---|---|
| 2 | SUNTERRA FARMS LTD.<br>PO BOX 266 117 MAIN STREET<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | FARM CREDIT CANADA<br>2ND FLOOR, 12040 - 149 STREET N.W.<br>EDMONTON, AB T5V 1P2 | Current |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | All indebtedness, present and future, direct and indirect, absolute and contingent of any shareholders of Lariagra Farms Ltd. to the debtor.<br><br>Proceeds: All Goods, Inventory, Chattel Paper, Investment Property, Documents of Title, Instruments, Money, Intangibles and Accounts (All as defined in the Personal Property Security Act, any Regulations thereunder and any amendments thereto) and Insurance Proceeds. | Current |

**Search ID #:** Z18469365

**Business Debtor Search For:**
SUNTERRA FARMS LTD.
**Search ID #:** Z18469365 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:00:13

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Registration Number: 21020808536
Registration Date: 2021-Feb-08
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2026-Feb-08 23:59:59

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| | | |
|---|---|---|
| Exact Match on: | Debtor | No: 1 |
| Inexact Match on: | Debtor | No: 4 |

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FARMS LTD.<br>PO BOX 266<br>ACME, AB T0M 0A0 | Current |
| 2 | SUNWOLD FARMS LIMITED<br>PO BOX 266<br>ACME, AB T0M 0A0 | Current |
| 3 | SUNTERRA ENTERPRISES INC.<br>PO BOX 266<br>ACME, AB T0M 0A0 | Current |
| 4 | SUNTERRA FARMS IOWA INC.<br>PO BOX 266<br>ACME, AB T0M 0A0 | Current |
| 5 | SUNWOLD FARMS, INC.<br>PO BOX 266<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | CANADIAN WESTERN BANK<br>SUITE 300, 606 - 4TH STREET SW<br>CALGARY, AB T2P 1T1<br>Email: CSPR.CollSec@cwbank.com | Current |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | ALL INDEBTEDNESS, BOTH PRESENT AND FUTURE, OF SUNTERRA FOOD CORPORATION, TROCHU MEAT PROCESSORS LTD. AND/OR SUNTERRA QUALITY FOOD MARKETS INC., TO THE DEBTORS (OR ANY ONE OR MORE OF THEM), AND ALL PROCEEDS RELATING THERETO. | Current |

**Search ID #:** Z18469365

**Business Debtor Search For:**
SUNTERRA FARMS LTD.
**Search ID #:** Z18469365 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:00:13

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Registration Number: 21061514657
Registration Date: 2021-Jun-15
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2031-Jun-15 23:59:59

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Exact Match on: Debtor No: 1

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FARMS LTD.<br>1600, 421 7 AVENUE SW<br>CALGARY, AB T2P 4K9 | Current |

| Block | | Status |
|---|---|---|
| 2 | ECHO SAND RANCHING LTD.<br>205 MAIN STREET<br>THREE HILLS, AB T0M 2A0 | Current |

| Block | | Status |
|---|---|---|
| 3 | PRICE, DOUGLAS<br>BOX 179<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | BANK OF MONTREAL<br>525 - 8 AVENUE SW, 12TH FLOOR<br>CALGARY, AB T2P 1G1<br>Email: CCB.GFSCalgary@bmo.com | Current |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | All indebtedness and liabilities of whatever nature owing from time to time by West Land Livestock Inc. to the Debtors (or any of them).<br><br>Proceeds: goods, chattel paper, investment property, documents of title, instruments, money and intangibles (each as defined in the Personal Property Security Act (Alberta), the Regulations thereunder and any amendments thereto). | Current |

**Search ID #:** Z18469365

**Business Debtor Search For:**
SUNTERRA FARMS LTD.
**Search ID #:** Z18469365 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:00:13

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Registration Number: 22062004931
Registration Date: 2022-Jun-20
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2027-Jun-20 23:59:59

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Exact Match on: Debtor No: 1

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FARMS LTD.<br>294009 RANGE RD 260<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | THE BANK OF NOVA SCOTIA<br>4715 TAHOE BLVD<br>MISSISSAUGA, ON L4W 0B4<br>Email: abautonsp@teranet.ca | Current |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | All accounts, intangibles, debts, demands and choses in action, | Current |
| 2 | both present and future, of whatsoever nature or kind of Sunterra | Current |
| 3 | farms Greenhouse Ltd to the debtor including without limitation, | Current |
| 4 | all accounts, intangibles, debts, demands and choses in action | Current |
| 5 | evidenced by chattel paper, an instrument or a security, and all | Current |
| 6 | money received by the debtor in payment of any of the said | Current |
| 7 | accounts, intangibles, debts, demands and choses in action. | Current |
| 8 | Proceeds: All present and after-acquired personal property of the | Current |
| 9 | debtor. | Current |

**Search ID #:** Z18469365

**Business Debtor Search For:**
SUNTERRA FARMS LTD.
**Search ID #:** Z18469365 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:00:13

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Registration Number: 22120219263
Registration Date: 2022-Dec-02
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Dec-02 23:59:59

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Exact Match on: Debtor No: 1

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FARMS LTD.<br>294009 RANGE ROAD 260 266<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | RICOH CANADA INC.<br>1290 CENTRAL PARKWAY W, SUITE 900<br>MISSISSAUGA, ON L5C 4R3<br>Email: absecparties@avssystems.ca | Current |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | ALL GOODS WHICH ARE PHOTOCOPIERS, MULTIFUNCTION DEVICES, PRINTERS, PRODUCTION PRINTERS, FAX MACHINES, PROJECTORS, VIDEO CONFERENCING, INTERACTIVE WHITEBOARDS, SERVERS, STORAGE, NETWORKING EQUIPMENT, SWITCHES, ROUTERS, COMPUTERS, LCD DISPLAYS AND SOFTWARE MANUFACTURED, DISTRIBUTED, OR SOLD BY RICOH CANADA INC. THE GOODS DESCRIBED HEREIN TOGETHER WITH ALL ATTACHMENTS, ACCESSORIES, ACCESSIONS, REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS THERETO, AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH THE COLLATERAL OR PROCEEDS THEREOF, AND WITHOUT LIMITATION, MONEY, CHEQUES, DEPOSITS IN DEPOSIT-TAKING INSTITUTIONS, GOODS, ACCOUNTS RECEIVABLE, RENTS OR OTHER PAYMENTS ARISING FROM THE LEASE OF THE COLLATERAL, CHATTEL PAPER, INSTRUMENTS, INTANGIBLES, DOCUMENTS OF TITLE, SECURITIES, AND RIGHTS OF INSURANCE PAYMENTS OR ANY OTHER PAYMENTS AS INDEMNITY OR COMPENSATION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL.(REFERENCE NO. 1084169-001) (FOR INTERNAL USE ONLY) (AS MAY BE AMENDED OR UP-DATED FROM TIME TO TIME) | Current |

**Search ID #:** Z18469365

**Business Debtor Search For:**
SUNTERRA FARMS LTD.
**Search ID #:** Z18469365 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:00:13

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Registration Number: 23022214757
Registration Date: 2023-Feb-22
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

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Exact Match on: Debtor No: 2

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNWOLD FARMS LIMITED<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | Current |

| Block | | Status |
|---|---|---|
| 2 | SUNTERRA FARMS LTD.<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | CANADIAN WESTERN BANK<br>SUITE 300, 606 - 4TH STREET S.W.<br>CALGARY, AB T2P 1T1<br>Email: CSPR.CollSec@cwbank.com | Current |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | ALL PRESENT AND HEREAFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTORS OF WHATSOEVER NATURE AND KIND AND WHERESOEVER SITUATE. PROCEEDS: ALL PRESENTLY OWNED AND HEREAFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR RELATING TO THE FOREGOING. | Current |

**Search ID #:** Z18469365

**Business Debtor Search For:**
SUNTERRA FARMS LTD.
**Search ID #:** Z18469365 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:00:13

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Registration Number: 23022214796
Registration Date: 2023-Feb-22
Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

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Exact Match on: Debtor No: 2

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNWOLD FARMS LIMITED<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | Current |

| Block | | Status |
|---|---|---|
| 2 | SUNTERRA FARMS LTD.<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | CANADIAN WESTERN BANK<br>SUITE 300, 606 - 4TH STREET S.W.<br>CALGARY, AB T2P 1T1<br>Email: CSPR.CollSec@cwbank.com | Current |

**Search ID #:** Z18469365

**Note:**

The following is a list of matches closely approximating your Search Criteria, which is included for your convenience and protection.

| Debtor Name / Address | Reg.# |
|---|---|
| SUNTERRA FARM ENTERPRISES LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | 00061920914 |

**SECURITY AGREEMENT**

| Debtor Name / Address | Reg.# |
|---|---|
| SUNTERRA FARM ENTERPRISES LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | 00061926127 |

**LAND CHARGE**

| Debtor Name / Address | Reg.# |
|---|---|
| SUNTERRA FARM ENTERPRISES LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | 13122013660 |

**SECURITY AGREEMENT**

| Debtor Name / Address | Reg.# |
|---|---|
| SUNTERRA FARM ENTERPRISES LTD.<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | 23022214732 |

**SECURITY AGREEMENT**

| Debtor Name / Address | Reg.# |
|---|---|
| SUNTERRA FARMS GREENHOUSE LTD.<br>294009 RANGE ROAD 260<br>KNEEHILL COUNTY, AB T0M 0A0 | 21052517859 |

**SECURITY AGREEMENT**

| Debtor Name / Address | Reg.# |
|---|---|
| SUNTERRA FARMS GREENHOUSE LTD.<br>294009 RANGE ROAD 260<br>KNEEHILL COUNTY, AB T0M 0A0 | 21052517945 |

**LAND CHARGE**

| Debtor Name / Address | Reg.# |
|---|---|

**Search ID #:** Z18469365

SUNTERRA FARMS IOWA INC.
PO BOX 266
ACME, AB T0M 0A0

21020808536

**SECURITY AGREEMENT**

Result Complete

**Government of Alberta**

# Personal Property Registry
## Search Results Report



**Search ID #:** Z18469355

**Transmitting Party**

Blue Rock Law LLP

700, 215 - 9 Avenue SW
Calgary, AB T2P1K3

Party Code: 60012188
Phone #: 587 534 0752
Reference #: 1375-00001

**Search ID #:** Z18469355 **Date of Search:** 2025-Mar-13 **Time of Search:** 09:59:28

## Business Debtor Search For:

SUNTERRA FARM ENTERPRISES LTD.

Both Exact and Inexact Result(s) Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

**Business Debtor Search For:**
SUNTERRA FARM ENTERPRISES LTD.
**Search ID #:** Z18469355 **Date of Search:** 2025-Mar-13 **Time of Search:** 09:59:28

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Registration Number: 00061920914
Registration Date: 2000-Jun-19
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2026-Jun-19 23:59:59

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Exact Match on: Debtor No: 1

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## Amendments to Registration

| | | |
|---|---|---|
| 01012922769 | Amendment | 2001-Jan-29 |
| 05042704865 | Renewal | 2005-Apr-27 |
| 06102626402 | Amendment | 2006-Oct-26 |
| 06102628747 | Renewal | 2006-Oct-26 |
| 10070834365 | Amendment | 2010-Jul-08 |
| 11010627406 | Amendment | 2011-Jan-06 |
| 16040533948 | Renewal | 2016-Apr-05 |

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FARM ENTERPRISES LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 2 | SUNTERRA QUALITY FOOD MARKETS INC.<br>BOX 266<br>ACME, AB T0M 0A0 | Current by 11010627406 |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | BANK OF MONTREAL<br>9TH FLOOR, 350 - 7 AVENUE S.W.<br>CALGARY, AB T2P 3N9 | Deleted by 06102626402 |

| Block | | Status |
|---|---|---|
| 2 | NATIONAL BANK OF CANADA<br>#2700, 530 - 8 AVENUE SW<br>CALGARY, AB T2P 3S8 | Deleted by<br>10070834365 |

| Block | | Status |
|---|---|---|
| 3 | FARM CREDIT CANADA<br>#1, 7710 - 50 AVENUE<br>RED DEER, AB T4P 2A5 | Current by<br>06102626402 |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OF THE DEBTOR. | Current |
| 2 | ACCOUNTS | Current By<br>01012922769 |
| 3 | ALL PRESENT AND AFTER ACQUIRED PROPERTY EXCEPT GOODS | Current By<br>01012922769 |
| 4 | PROCEEDS - ALL PRESENT AND AFTER ACQUIRED PROPERTY | Current By<br>01012922769 |

**Search ID #:** Z18469355

**Business Debtor Search For:**
SUNTERRA FARM ENTERPRISES LTD.
**Search ID #:** Z18469355 **Date of Search:** 2025-Mar-13 **Time of Search:** 09:59:28

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Registration Number: 00061926127
Registration Date: 2000-Jun-19
Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

---

Exact Match on: Debtor No: 1

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## Amendments to Registration

| | | |
|---|---|---|
| 06102626501 | Amendment | 2006-Oct-26 |
| 11010627468 | Amendment | 2011-Jan-06 |

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FARM ENTERPRISES LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |
| 2 | SUNTERRA QUALITY FOOD MARKETS INC.<br>BOX 266<br>ACME, AB T0M 0A0 | Current by 11010627468 |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | BANK OF MONTREAL<br>9TH FLOOR, 350 - 7TH AVENUE S.W.<br>CALGARY, AB T2P 3N9 | Deleted by 06102626501 |
| 2 | FARM CREDIT CANADA<br>#1, 7710 - 50 AVENUE<br>RED DEER, AB T4P 2A5 | Current by 06102626501 |

**Search ID #:** Z18469355

**Business Debtor Search For:**
SUNTERRA FARM ENTERPRISES LTD.
**Search ID #:** Z18469355 **Date of Search:** 2025-Mar-13 **Time of Search:** 09:59:28

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Registration Number: 13122013660 Registration Type: SECURITY AGREEMENT
Registration Date: 2013-Dec-20 Registration Status: Current
Expiry Date: 2025-Dec-20 23:59:59

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Exact Match on: Debtor No: 1

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## Amendments to Registration

| | | |
|---|---|---|
| 18102927329 | Renewal | 2018-Oct-29 |
| 23101318952 | Renewal | 2023-Oct-13 |

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FARM ENTERPRISES LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | CANADIAN WESTERN BANK<br>606 - 4TH STREET SW<br>CALGARY, AB T2P 1T1 | Current |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | ALL INDEBTEDNESS, BOTH PRESENT AND FUTURE, OF SUNTERRA FOOD CORPORATION, TROCHU MEAT PROCESSORS LTD. AND/OR SUNTERRA QUALITY FOOD MARKETS INC. TO THE DEBTOR, AND ALL PROCEEDS RELATING THERETO. | Current |

**Search ID #:** Z18469355

**Business Debtor Search For:**
SUNTERRA FARM ENTERPRISES LTD.
**Search ID #:** Z18469355 **Date of Search:** 2025-Mar-13 **Time of Search:** 09:59:28

---

Registration Number: 23022214732 Registration Type: SECURITY AGREEMENT
Registration Date: 2023-Feb-22 Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

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Exact Match on: Debtor No: 2

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | LARIAGRA FARMS LTD.<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | Current |
| 2 | SUNTERRA FARM ENTERPRISES LTD.<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | Current |
| 3 | SUNTERRA ENTERPRISES INC.<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | Current |
| 4 | SUNTERRA BEEF LTD.<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | CANADIAN WESTERN BANK<br>SUITE 300, 606 - 4TH STREET S.W.<br>CALGARY, AB T2P 1T1<br>Email: CSPR.CollSec@cwbank.com | Current |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | ALL INDEBTEDNESS, BOTH PRESENT AND FUTURE, OF SUNTERRA FOOD CORPORATION, TROCHU MEAT PROCESSORS LTD., SUNTERRA QUALITY FOOD MARKETS INC., SUNWOLD FARMS LIMITED AND/OR SUNTERRA FARMS LTD. TO THE DEBTORS (OR ANY ONE OR MORE OF THEM) , AND ALL PROCEEDS RELATING THERETO. | Current |

**Search ID #:** Z18469355

**Note:**

The following is a list of matches closely approximating your Search Criteria, which is included for your convenience and protection.

| Debtor Name / Address | Reg.# |
|---|---|
| SUNTERRA FARMS GREENHOUSE LTD.<br>294009 RANGE ROAD 260<br>KNEEHILL COUNTY, AB T0M 0A0 | 21052517859 |

**SECURITY AGREEMENT**

| Debtor Name / Address | Reg.# |
|---|---|
| SUNTERRA FARMS GREENHOUSE LTD.<br>294009 RANGE ROAD 260<br>KNEEHILL COUNTY, AB T0M 0A0 | 21052517945 |

**LAND CHARGE**

| Debtor Name / Address | Reg.# |
|---|---|
| SUNTERRA FARMS IOWA INC.<br>PO BOX 266<br>ACME, AB T0M 0A0 | 21020808536 |

**SECURITY AGREEMENT**

| Debtor Name / Address | Reg.# |
|---|---|
| SUNTERRA FARMS LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | 99042906190 |

**SECURITY AGREEMENT**

| Debtor Name / Address | Reg.# |
|---|---|
| SUNTERRA FARMS LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | 00061926242 |

**LAND CHARGE**

| Debtor Name / Address | Reg.# |
|---|---|
| SUNTERRA FARMS LTD.<br>PO BOX 266 117 MAIN STREET<br>ACME, AB T0M 0A0 | 18031330137 |

**SECURITY AGREEMENT**

| Debtor Name / Address | Reg.# |
|---|---|

SUNTERRA FARMS LTD.
PO BOX 266
ACME, AB T0M 0A0

21020808536

**SECURITY AGREEMENT**

**Debtor Name / Address**

SUNTERRA FARMS LTD.
1600, 421 7 AVENUE SW
CALGARY, AB T2P 4K9

**Reg.#**

21061514657

**SECURITY AGREEMENT**

**Debtor Name / Address**

SUNTERRA FARMS LTD.
294009 RANGE RD 260
ACME, AB T0M 0A0

**Reg.#**

22062004931

**SECURITY AGREEMENT**

**Debtor Name / Address**

SUNTERRA FARMS LTD.
294009 RANGE ROAD 260 266
ACME, AB T0M 0A0

**Reg.#**

22120219263

**SECURITY AGREEMENT**

**Debtor Name / Address**

SUNTERRA FARMS LTD.
294009 RANGE ROAD 260, KNEEHILL COUNTY
ACME, AB T0M 0A0

**Reg.#**

23022214757

**SECURITY AGREEMENT**

**Debtor Name / Address**

SUNTERRA FARMS LTD.
294009 RANGE ROAD 260, KNEEHILL COUNTY
ACME, AB T0M 0A0

**Reg.#**

23022214796

**LAND CHARGE**

Result Complete

**Government of Alberta**

# Personal Property Registry
## Search Results Report



**Search ID #:** Z18469382

**Transmitting Party**

Blue Rock Law LLP

700, 215 - 9 Avenue SW
Calgary, AB T2P1K3

Party Code: 60012188
Phone #: 587 534 0752
Reference #: 1375-00001

**Search ID #:** Z18469382 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:01:14

## Business Debtor Search For:

LARIAGRA FARMS LTD.

Exact Result(s) Only Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.



**Search ID #:** Z18469382

**Business Debtor Search For:**
LARIAGRA FARMS LTD.
**Search ID #:** Z18469382 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:01:14

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Registration Number: 18012909309
Registration Date: 2018-Jan-29

Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

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Exact Match on: Debtor No: 1

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | LARIAGRA FARMS LTD.<br>PO BOX 266 117 MAIN STREET<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | FARM CREDIT CANADA<br>2ND FLOOR, 12040 - 149 STREET N.W.<br>EDMONTON, AB T5V 1P2 | Current |

**Search ID #:** Z18469382

**Business Debtor Search For:**
LARIAGRA FARMS LTD.
**Search ID #:** Z18469382 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:01:14

Registration Number: 18012909361
Registration Date: 2018-Jan-29
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Jan-29 23:59:59

Exact Match on: Debtor No: 1

## Amendments to Registration

| | | |
|---|---|---|
| 18021616049 | Amendment | 2018-Feb-16 |
| 18031330154 | Amendment | 2018-Mar-13 |

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | LARIAGRA FARMS LTD.<br>PO BOX 266 117 MAIN STREET<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | FARM CREDIT CANADA<br>2ND FLOOR, 12040 - 149 STREET N.W.<br>EDMONTON, AB T5V 1P2 | Current |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | All present and after-acquired personal property of the debtor. | Current |
| 2 | All indebtedness, present and future, direct and indirect, absolute and contingent of any shareholders of the debtor to the debtor.<br><br>Proceeds: All Goods, Inventory, Chattel Paper, Investment Property, Documents of Title, Instruments, Money, Intangibles and Accounts (All as defined in the Personal Property Security Act, any Regulations thereunder and any amendments thereto)and Insurance Proceeds. | Deleted By 18031330154 |

**Search ID #:** Z18469382

**Business Debtor Search For:**
LARIAGRA FARMS LTD.
**Search ID #:** Z18469382 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:01:14

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Registration Number: 18040930393
Registration Date: 2018-Apr-09
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Apr-09 23:59:59

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Exact Match on: Debtor No: 1

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## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | LARIAGRA FARMS LTD.<br>BOX 266, 117 MAIN ST.<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | TROUW NUTRITION CANADA INC.<br>HWY 2A & 306 AVE SITE 2 P.O. BOX 50, RR2<br>OKOTOKS, AB T1S 1A2 | Current |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | ALL PRESENT AND AFTER-ACQUIRED GOODS CONSTITUTING LIVESTOCK, INCLUDING WITHOUT LIMITATION SWINE AND THE PROGENY THEREOF.<br>PROCEEDS: GOODS, CHATTEL PAPER, INVESTMENT PROPERTY, DOCUMENTS OF TITLE, INSTRUMENTS, MONEY OR INTANGIBLES. | Current |

**Search ID #:** Z18469382

**Business Debtor Search For:**
LARIAGRA FARMS LTD.
**Search ID #:** Z18469382 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:01:14

---

Registration Number: 23022214732
Registration Date: 2023-Feb-22
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

---

Exact Match on: Debtor No: 1

---

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | LARIAGRA FARMS LTD.<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | Current |
| 2 | SUNTERRA FARM ENTERPRISES LTD.<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | Current |
| 3 | SUNTERRA ENTERPRISES INC.<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | Current |
| 4 | SUNTERRA BEEF LTD.<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | CANADIAN WESTERN BANK<br>SUITE 300, 606 - 4TH STREET S.W.<br>CALGARY, AB T2P 1T1<br>Email: CSPR.CollSec@cwbank.com | Current |

**Search ID #:** Z18469382

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | ALL INDEBTEDNESS, BOTH PRESENT AND FUTURE, OF SUNTERRA FOOD CORPORATION, TROCHU MEAT PROCESSORS LTD., SUNTERRA QUALITY FOOD MARKETS INC., SUNWOLD FARMS LIMITED AND/OR SUNTERRA FARMS LTD. TO THE DEBTORS (OR ANY ONE OR MORE OF THEM) , AND ALL PROCEEDS RELATING THERETO. | Current |

Result Complete

**Government of Alberta**

# Personal Property Registry
## Search Results Report



**Search ID #:** Z18469471

**Transmitting Party**

Blue Rock Law LLP

700, 215 - 9 Avenue SW
Calgary, AB T2P1K3

Party Code: 60012188
Phone #: 587 534 0752
Reference #: 1375-00001

**Search ID #:** Z18469471 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:07:05

## Business Debtor Search For:

SUNTERRA ENTERPRISES INC.

Exact Result(s) Only Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

**Search ID #:** Z18469471

**Business Debtor Search For:**
SUNTERRA ENTERPRISES INC.
**Search ID #:** Z18469471 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:07:05

---

Registration Number: 16010619234
Registration Date: 2016-Jan-06
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2027-Jan-06 23:59:59

---

Exact Match on: Debtor No: 3

---

## Amendments to Registration

| | | |
|---|---|---|
| 21101423886 | Renewal | 2021-Oct-14 |

---

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FOOD CORPORATION<br>117 MAIN STREET, BOX 266<br>ACME, AB T0M 0A0 | Current |
| 2 | SUNTERRA QUALITY FOOD MARKETS INC.<br>117 MAIN STREET, BOX 266<br>ACME, AB T0M 0A0 | Current |
| 3 | SUNTERRA ENTERPRISES INC.<br>117 MAIN STREET, BOX 266<br>ACME, AB T0M 0A0 | Current |
| 4 | SUNTERRA BEEF LTD.<br>117 MAIN STREET, BOX 266<br>ACME, AB T0M 0A0 | Current |

**Search ID #:** Z18469471

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | FARM CREDIT CANADA<br>12040 149 STREET NW, 2ND FLOOR<br>EDMONTON, AB T5V 1P2 | Current |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | All of each debtor's present and after-acquired personal property. | Current |

**Search ID #:** Z18469471

**Business Debtor Search For:**
SUNTERRA ENTERPRISES INC.
**Search ID #:** Z18469471 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:07:05

---

Registration Number: 21020808536
Registration Date: 2021-Feb-08
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2026-Feb-08 23:59:59

---

Exact Match on: Debtor No: 3

---

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FARMS LTD.<br>PO BOX 266<br>ACME, AB T0M 0A0 | Current |
| 2 | SUNWOLD FARMS LIMITED<br>PO BOX 266<br>ACME, AB T0M 0A0 | Current |
| 3 | SUNTERRA ENTERPRISES INC.<br>PO BOX 266<br>ACME, AB T0M 0A0 | Current |
| 4 | SUNTERRA FARMS IOWA INC.<br>PO BOX 266<br>ACME, AB T0M 0A0 | Current |
| 5 | SUNWOLD FARMS, INC.<br>PO BOX 266<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | CANADIAN WESTERN BANK<br>SUITE 300, 606 - 4TH STREET SW<br>CALGARY, AB T2P 1T1<br>Email: CSPR.CollSec@cwbank.com | Current |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | ALL INDEBTEDNESS, BOTH PRESENT AND FUTURE, OF SUNTERRA FOOD CORPORATION, TROCHU MEAT PROCESSORS LTD. AND/OR SUNTERRA QUALITY FOOD MARKETS INC., TO THE DEBTORS (OR ANY ONE OR MORE OF THEM), AND ALL PROCEEDS RELATING THERETO. | Current |

**Search ID #:** Z18469471

**Business Debtor Search For:**
SUNTERRA ENTERPRISES INC.
**Search ID #:** Z18469471 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:07:05

---

Registration Number: 23022214732
Registration Date: 2023-Feb-22
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

---

Exact Match on: Debtor No: 3

---

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | LARIAGRA FARMS LTD.<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | Current |
| 2 | SUNTERRA FARM ENTERPRISES LTD.<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | Current |
| 3 | SUNTERRA ENTERPRISES INC.<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | Current |
| 4 | SUNTERRA BEEF LTD.<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | CANADIAN WESTERN BANK<br>SUITE 300, 606 - 4TH STREET S.W.<br>CALGARY, AB T2P 1T1<br>Email: CSPR.CollSec@cwbank.com | Current |

**Search ID #:** Z18469471

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | ALL INDEBTEDNESS, BOTH PRESENT AND FUTURE, OF SUNTERRA FOOD CORPORATION, TROCHU MEAT PROCESSORS LTD., SUNTERRA QUALITY FOOD MARKETS INC., SUNWOLD FARMS LIMITED AND/OR SUNTERRA FARMS LTD. TO THE DEBTORS (OR ANY ONE OR MORE OF THEM) , AND ALL PROCEEDS RELATING THERETO. | Current |

Result Complete

**Government of Alberta**

# Personal Property Registry
## Search Results Report



**Search ID #:** Z18469475

**Transmitting Party**

Blue Rock Law LLP

700, 215 - 9 Avenue SW
Calgary, AB T2P1K3

Party Code: 60012188
Phone #: 587 534 0752
Reference #: 1375-00001

**Search ID #:** Z18469475 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:07:37

## Business Debtor Search For:

SUNTERRA BEEF LTD.

Exact Result(s) Only Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

REGISTRAR OF PERSONAL PROPERTY

**Business Debtor Search For:**
SUNTERRA BEEF LTD.
**Search ID #:** Z18469475 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:07:37

---

Registration Number: 10092111075
Registration Date: 2010-Sep-21
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2025-Sep-21 23:59:59

---

Exact Match on: Debtor No: 2

---

## Amendments to Registration

| | | |
|---|---|---|
| 15090104671 | Renewal | 2015-Sep-01 |
| 20070215234 | Renewal | 2020-Jul-02 |
| 21083125584 | Amendment | 2021-Aug-31 |

---

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FARMS LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | Deleted by 21083125584 |
| 2 | SUNTERRA BEEF LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | CANADIAN WESTERN BANK<br>606 - 4TH STREET S.W.<br>CALGARY, AB T2P 1T1 | Deleted by 21083125584 |
| 2 | CANADIAN WESTERN BANK<br>300, 606 4 STREET SW<br>CALGARY, AB T2P 1T1<br>Phone #: 403 268 7841 Fax #: 403 750 3596 | Current by 21083125584 |

Email: CSPR.CollSec@cwbank.com

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | ALL INDEBTEDNESS, BOTH PRESENT AND FUTURE, OF SUNTERRA FOOD CORPORATION, TROCHU MEAT PROCESSORS LTD. AND/OR SUNTERRA QUALITY FOOD MARKETS INC. TO THE DEBTORS (OR ANY ONE OR MORE OF THEM), AND ALL PROCEEDS RELATING THERETO. | Deleted By 21083125584 |
| 2 | ALL INDEBTEDNESS, BOTH PRESENT AND FUTURE, OF SUNTERRA FOOD CORPORATION, TROCHU MEAT PROCESSORS LTD. AND/OR SUNTERRA QUALITY FOOD MARKETS INC. TO THE DEBTOR, AND ALL PROCEEDS RELATING THERETO. | Current By 21083125584 |

**Search ID #:** Z18469475

**Business Debtor Search For:**
SUNTERRA BEEF LTD.
**Search ID #:** Z18469475 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:07:37

---

Registration Number: 13122013769 Registration Type: SECURITY AGREEMENT
Registration Date: 2013-Dec-20 Registration Status: Current
Expiry Date: 2028-Dec-20 23:59:59

---

Exact Match on: Debtor No: 1

---

## Amendments to Registration

| | | |
|---|---|---|
| 18102927339 | Renewal | 2018-Oct-29 |
| 18120610872 | Renewal | 2018-Dec-06 |

---

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA BEEF LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | CANADIAN WESTERN BANK<br>606 - 4TH STREET SW<br>CALGARY, AB T2P 1T1 | Current |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | ALL PRESENT AND HEREAFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR OF WHATSOEVER NATURE AND KIND AND WHERESOEVER SITUATE. PROCEEDS: ALL PRESENTLY OWNED AND HEREAFTER ACQUIRED PERSONAL PROPERTY OF THE DEBTOR RELATING TO THE FOREGOING. | Current |

**Business Debtor Search For:**
SUNTERRA BEEF LTD.
**Search ID #:** Z18469475 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:07:37

---

Registration Number: 16010619234
Registration Date: 2016-Jan-06
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2027-Jan-06 23:59:59

---

Exact Match on: Debtor No: 4

---

## Amendments to Registration

| | | |
|---|---|---|
| 21101423886 | Renewal | 2021-Oct-14 |

---

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FOOD CORPORATION<br>117 MAIN STREET, BOX 266<br>ACME, AB T0M 0A0 | Current |
| 2 | SUNTERRA QUALITY FOOD MARKETS INC.<br>117 MAIN STREET, BOX 266<br>ACME, AB T0M 0A0 | Current |
| 3 | SUNTERRA ENTERPRISES INC.<br>117 MAIN STREET, BOX 266<br>ACME, AB T0M 0A0 | Current |
| 4 | SUNTERRA BEEF LTD.<br>117 MAIN STREET, BOX 266<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | FARM CREDIT CANADA<br>12040 149 STREET NW, 2ND FLOOR<br>EDMONTON, AB T5V 1P2 | Current |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | All of each debtor's present and after-acquired personal property. | Current |

**Search ID #:** Z18469475

**Business Debtor Search For:**
SUNTERRA BEEF LTD.
**Search ID #:** Z18469475 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:07:37

---

Registration Number: 23022214732
Registration Date: 2023-Feb-22
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2028-Feb-22 23:59:59

---

Exact Match on: Debtor No: 4

---

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | LARIAGRA FARMS LTD.<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | Current |
| 2 | SUNTERRA FARM ENTERPRISES LTD.<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | Current |
| 3 | SUNTERRA ENTERPRISES INC.<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | Current |
| 4 | SUNTERRA BEEF LTD.<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | CANADIAN WESTERN BANK<br>SUITE 300, 606 - 4TH STREET S.W.<br>CALGARY, AB T2P 1T1<br>Email: CSPR.CollSec@cwbank.com | Current |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | ALL INDEBTEDNESS, BOTH PRESENT AND FUTURE, OF SUNTERRA FOOD CORPORATION, TROCHU MEAT PROCESSORS LTD., SUNTERRA QUALITY FOOD MARKETS INC., SUNWOLD FARMS LIMITED AND/OR SUNTERRA FARMS LTD. TO THE DEBTORS (OR ANY ONE OR MORE OF THEM) , AND ALL PROCEEDS RELATING THERETO. | Current |

**Search ID #:** Z18469475

**Business Debtor Search For:**
SUNTERRA BEEF LTD.
**Search ID #:** Z18469475 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:07:37

---

Registration Number: 25030706016
Registration Date: 2025-Mar-07
Registration Type: LAND CHARGE
Registration Status: Current
Registration Term: Infinity

---

| | | |
|---|---|---|
| Exact Match on: | Debtor | No: 1 |
| Exact Match on: | Debtor | No: 2 |
| Exact Match on: | Debtor | No: 3 |

---

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA BEEF LTD.<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | Current |

| Block | | Status |
|---|---|---|
| 2 | SUNTERRA BEEF LTD.<br>1600, 421 7 AVENUE SW<br>CALGARY, AB T2P 4K9 | Current |

| Block | | Status |
|---|---|---|
| 3 | SUNTERRA BEEF LTD.<br>117 MAIN STREET, BOX 266<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | CANADIAN WESTERN BANK<br>SUITE 300, 606 - 4TH STREET S.W.<br>CALGARY, AB T2P 1T1<br>Email: CSPR.CollSec@cwbank.com | Current |

| Block | | Status |
|---|---|---|
| 2 | NATIONAL BANK OF CANADA<br>SUITE 300, 606 - 4TH STREET S.W.<br>CALGARY, AB T2P 1T1 | Current |

**Search ID #:** Z18469475

Email: CSPR.CollSec@cwbank.com

Result Complete

**Search ID #:** Z18469480

**Transmitting Party**

Blue Rock Law LLP

700, 215 - 9 Avenue SW
Calgary, AB T2P1K3

Party Code: 60012188
Phone #: 587 534 0752
Reference #: 1375-00001

**Search ID #:** Z18469480 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:08:08

## Business Debtor Search For:

SUNTERRA FARMS IOWA INC.

Both Exact and Inexact Result(s) Found

**NOTE:**

A complete Search may result in a Report of Exact and Inexact Matches.
Be sure to read the reports carefully.

**Business Debtor Search For:**
SUNTERRA FARMS IOWA INC.
**Search ID #:** Z18469480 **Date of Search:** 2025-Mar-13 **Time of Search:** 10:08:08

---

Registration Number: 21020808536
Registration Date: 2021-Feb-08
Registration Type: SECURITY AGREEMENT
Registration Status: Current
Expiry Date: 2026-Feb-08 23:59:59

---

| | | |
|---|---|---|
| Exact Match on: | Debtor | No: 4 |
| Inexact Match on: | Debtor | No: 1 |

---

## Debtor(s)

| Block | | Status |
|---|---|---|
| 1 | SUNTERRA FARMS LTD.<br>PO BOX 266<br>ACME, AB T0M 0A0 | Current |
| 2 | SUNWOLD FARMS LIMITED<br>PO BOX 266<br>ACME, AB T0M 0A0 | Current |
| 3 | SUNTERRA ENTERPRISES INC.<br>PO BOX 266<br>ACME, AB T0M 0A0 | Current |
| 4 | SUNTERRA FARMS IOWA INC.<br>PO BOX 266<br>ACME, AB T0M 0A0 | Current |
| 5 | SUNWOLD FARMS, INC.<br>PO BOX 266<br>ACME, AB T0M 0A0 | Current |

## Secured Party / Parties

| Block | | Status |
|---|---|---|
| 1 | CANADIAN WESTERN BANK<br>SUITE 300, 606 - 4TH STREET SW<br>CALGARY, AB T2P 1T1<br>Email: CSPR.CollSec@cwbank.com | Current |

## Collateral: General

| Block | Description | Status |
|---|---|---|
| 1 | ALL INDEBTEDNESS, BOTH PRESENT AND FUTURE, OF SUNTERRA FOOD CORPORATION, TROCHU MEAT PROCESSORS LTD. AND/OR SUNTERRA QUALITY FOOD MARKETS INC., TO THE DEBTORS (OR ANY ONE OR MORE OF THEM), AND ALL PROCEEDS RELATING THERETO. | Current |

**Search ID #:** Z18469480

**Note:**

The following is a list of matches closely approximating your Search Criteria, which is included for your convenience and protection.

| Debtor Name / Address | Reg.# |
|---|---|
| SUNTERRA FARM ENTERPRISES LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | 00061920914 |

**SECURITY AGREEMENT**

| Debtor Name / Address | Reg.# |
|---|---|
| SUNTERRA FARM ENTERPRISES LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | 00061926127 |

**LAND CHARGE**

| Debtor Name / Address | Reg.# |
|---|---|
| SUNTERRA FARM ENTERPRISES LTD.<br>BOX 266<br>ACME, AB T0M 0A0 | 13122013660 |

**SECURITY AGREEMENT**

| Debtor Name / Address | Reg.# |
|---|---|
| SUNTERRA FARM ENTERPRISES LTD.<br>294009 RANGE ROAD 260, KNEEHILL COUNTY<br>ACME, AB T0M 0A0 | 23022214732 |

**SECURITY AGREEMENT**

| Debtor Name / Address | Reg.# |
|---|---|
| SUNTERRA FARMS GREENHOUSE LTD.<br>294009 RANGE ROAD 260<br>KNEEHILL COUNTY, AB T0M 0A0 | 21052517859 |

**SECURITY AGREEMENT**

| Debtor Name / Address | Reg.# |
|---|---|
| SUNTERRA FARMS GREENHOUSE LTD.<br>294009 RANGE ROAD 260<br>KNEEHILL COUNTY, AB T0M 0A0 | 21052517945 |

**LAND CHARGE**

| Debtor Name / Address | Reg.# |
|---|---|

SUNTERRA FARMS LTD.
BOX 266
ACME, AB T0M 0A0

99042906190

**SECURITY AGREEMENT**

**Debtor Name / Address**

SUNTERRA FARMS LTD.
BOX 266
ACME, AB T0M 0A0

**Reg.#**

00061926242

**LAND CHARGE**

**Debtor Name / Address**

SUNTERRA FARMS LTD.
PO BOX 266 117 MAIN STREET
ACME, AB T0M 0A0

**Reg.#**

18031330137

**SECURITY AGREEMENT**

**Debtor Name / Address**

SUNTERRA FARMS LTD.
PO BOX 266
ACME, AB T0M 0A0

**Reg.#**

21020808536

**SECURITY AGREEMENT**

**Debtor Name / Address**

SUNTERRA FARMS LTD.
1600, 421 7 AVENUE SW
CALGARY, AB T2P 4K9

**Reg.#**

21061514657

**SECURITY AGREEMENT**

**Debtor Name / Address**

SUNTERRA FARMS LTD.
294009 RANGE RD 260
ACME, AB T0M 0A0

**Reg.#**

22062004931

**SECURITY AGREEMENT**

**Debtor Name / Address**

SUNTERRA FARMS LTD.
294009 RANGE ROAD 260 266
ACME, AB T0M 0A0

**Reg.#**

22120219263

**SECURITY AGREEMENT**

**Debtor Name / Address**

**Reg.#**

**Search ID #:** Z18469480

SUNTERRA FARMS LTD.
294009 RANGE ROAD 260, KNEEHILL COUNTY
ACME, AB T0M 0A0

23022214757

**SECURITY AGREEMENT**

**Debtor Name / Address**

SUNTERRA FARMS LTD.
294009 RANGE ROAD 260, KNEEHILL COUNTY
ACME, AB T0M 0A0

**Reg.#**

23022214796

**LAND CHARGE**

Result Complete

Farm Credit Canada Canada

# THIRD AMENDED AND RESTATED CREDIT AGREEMENT

**Dated June 14, 2024**

Farm Credit Canada ("**FCC**"), as lender, and Sunterra Farms Ltd. and Sunwold Farms Limited (collectively, the "**Borrowers**"), as borrowers, entered into a second amended and restated credit agreement dated July 30, 2021 (as amended by a first amendment dated May 31, 2023, and as further amended, restated, replaced, supplemented or otherwise modified prior to the date hereof, the "**Existing Credit Agreement**"), pursuant to which FCC provided credit facilities to the Borrowers, or either one of them, on the terms and conditions set out in the Existing Credit Agreement.

FCC and the Borrowers wish to amend and restate the Existing Credit Agreement in its entirety in the manner set forth herein to give effect to the terms and conditions set forth in this Amended and Restated Credit Agreement (the "**Agreement**"), it being understood and agreed that:

(a) with respect to any date or time period occurring and ending prior to the date of this Agreement, the rights and obligations of the parties thereto shall be governed by the Existing Credit Agreement (including, without limitation, the exhibits and schedules thereto) and the Security Documents entered into thereby, which for such purposes shall remain in full force and effect unless expressly amended by the terms of this Agreement; and

(b) with respect to any date or time period occurring or ending on or after the date of this Agreement, the rights and obligations of the parties thereto shall be governed by this Agreement (including, without limitation, the exhibits and schedules thereto) and the Security Documents entered into hereby.

FCC, the Borrowers and the Guarantors, as applicable, agree that, effective as of the date hereof, all existing Outstanding Obligations under the Existing Credit Agreement shall be considered Outstanding Obligations under this Agreement. Each of the Borrowers and the Guarantors further agree that each of them is bound by the terms and conditions of all loan, guarantee and security documents to which they are a party that have been entered into or granted in favour of FCC prior to the date hereof (the "**Existing Security Documents**"), and each of the Existing Security Documents to which they are a party continue in full force and effect as general and continuing collateral security for all of the Outstanding Obligations of the Borrowers and the Guarantors under this Agreement and the other Credit Documents.

## 1. Loan Parties

| | |
|---|---|
| Borrowers: | Sunterra Farms Ltd.<br>294009 Range Road 260,<br>Kneehill County, AB T0M 0A0 |
| | Sunwold Farms Limited<br>PO Box 266 117 Main Street<br>Acme, AB T0M 0A0 |

| | |
|---|---|
| Guarantors: | Sunterra Beef Ltd.<br>PO Box 266<br>Acme, AB T0M 0A0 |

This is Exhibit "F" referred to in the Affidavit (or statuary declaration) of Arthur Price sworn (or affirmed or declared) before me this 5 day of September, 2025

A Commissioner for Oaths in and for Alberta

Scott Chimuk
Barrister & Solicitor

| |
|---|
| Sunterra Farm Enterprises Ltd.<br>PO Box 266<br>Acme, AB T0M 0A0 |
| Sunterra Food Corporation<br>PO Box 266<br>Acme, AB T0M 0A0 |
| Sunterra Quality Food Markets Inc.<br>PO Box 266<br>Acme, AB T0M 0A0 |
| Sunterra Enterprises Inc.<br>PO Box 266<br>Acme, AB T0M 0A0 |
| Trochu Meat Processors Ltd.<br>PO Box 266<br>Acme, AB T0M 0A0 |
| Sunterra Farms Iowa, Inc.<br>Suite 500, 115 3 Street SE<br>PO Box 2107<br>Cedar Rapids, Iowa US 52406-2107 |
| Sunwold Farms, Inc.<br>702 S Ben Street<br>Parkston, South Dakota US 57366 |
| Lariagra Farms Ltd.<br>PO Box 266<br>Acme, AB T0M 0A0 |

The "**Loan Parties**" means the Borrowers and the Guarantors and "**Loan Party**" means any one of them. "**Borrowers**" means each of them jointly and severally.

## 2. Credit Facilities

The following credit facilities (collectively, the "**Credit Facilities**" and each a "**Credit Facility**" as the context requires) shall be governed by this Agreement:

### *2.1 Credit Facilities*

The following summary of each Credit Facility is provided for your information and is current as of the date first written above. The Credit Facilities, continue to be made available to the Borrowers, or either one of them, subject to the covenants and conditions contained herein.

| Credit Facility Number | Borrower(s) | Guarantor(s) |
|---|---|---|
| 0000714144000 | Sunterra Farms Ltd.<br>Sunwold Farms Limited | Sunterra Quality Food Markets Inc.<br>Sunterra Food Corporation<br>Trochu Meat Processors Ltd.<br>Sunterra Beef Ltd.<br>Sunterra Farm Enterprises Ltd.<br>Sunterra Enterprises Inc.<br>Sunwold Farms Inc.<br>Sunterra Farms Iowa, Inc.<br>Lariagra Farms Ltd. |
| 0000712352000 | Sunterra Farms Ltd.<br>Sunwold Farms Limited | Sunterra Food Corporation<br>Trochu Meat Processors Ltd.<br>Sunterra Farm Enterprises Ltd.<br>Sunterra Quality Food Markets Inc. |

| | | |
|---|---|---|
| | | Sunwold Farms Inc.<br>Sunterra Farms Iowa, Inc.<br>Sunterra Entreprises Inc.<br>Sunterra Beef Ltd.<br>Lariagra Farms Ltd. |

| Credit Facility Number | Product | Principal Not Due | End of Amortization | Rates | Payment Frequency | Term | Maturity Date |
|---|---|---|---|---|---|---|---|
| 0000712352001 | Advancer | *$14,111,111.12 | 2034-12-01 | 8.45% | Monthly | 5 year-Variable Open | 2029-06-01 |
| 0000712352002 | Standard | $2,559,318.26 | 2035-12-03 | 4.60% | Monthly | 5 year-Fixed | 2024-12-02 |
| 0000714144001 | Standard | $4,881,795.16 | 2035-12-03 | 4.90% | Monthly | 5 year-Fixed | 2024-12-02 |

*To be reduced via repayment from 30% of the sale proceeds from the Echo Purchase Transaction, 256 Purchase Transaction and Other Purchase Transactions.

| **Credit Facility 0000712352001 (Advancer)** | |
|---|---|
| **First payment type details** | |
| First payment type | Interest only |
| Start date | 2024-06-01 |
| Payment frequency | Monthly |
| Payment month(s) | All |
| Payment amount | Interest only |
| End date | 2025-05-01 |
| **Second payment type details** | |
| Second payment type | **Interest plus fixed principal payments |
| Start date | 2025-06-01 |
| Payment frequency | Interest monthly; principal annually |
| Payment month(s) | All for interest; annually for principal |
| Payment amount | **Interest plus fixed principal payments set out in payment schedule |
| End date | 2029-06-01 |

| **Annual Principal Payment Date | Principal Installment Amount | Principal Not Due After Payment |
|---|---|---|
| June 1, 2025 | $800,000 | ~$7,300,000 |
| June 1, 2026 | $1,825,000 | $5,475,000 |
| June 1, 2027 | $1,825,000 | $3,650,000 |
| June 1, 2028 | $1,825,000 | $1,825,000 |
| June 1, 2029 | $1,825,000 plus any other outstanding principal amount remaining due on the End date | $0 |

| **Credit Facility 0000712352002** | |
|---|---|
| **First payment type details** | |
| First payment type | Blended |
| Start date | 2024-06-01 |
| Payment frequency | Monthly |
| Payment month(s) | All |
| Payment amount | $23,734.06 |
| End date | 2024-12-02 |

| Second payment type details | |
|---|---|
| Second payment type | Blended |
| Start date | 2024-07-01 |
| Payment frequency | Monthly |
| Payment month(s) | All |
| Payment amount | $23,734.06 |
| End date | 2024-12-02 |

| Credit Facility 0000714144001 | |
|---|---|
| **First payment type details** | |
| First payment type | Blended |
| Start date | 20240-06-01 |
| Payment frequency | Monthly |
| Payment month(s) | All |
| Payment amount | $45,982.23 |
| End date | 2024-12-02 |
| **Second payment type details** | |
| Second payment type | Blended |
| Start date | 2024-07-01 |
| Payment frequency | Monthly |
| Payment month(s) | All |
| Payment amount | $45,982.23 |
| End date | 2024-12-02 |

FCC may adjust the stipulated payments of principal and interest for any loan with a variable interest rate, as a result of changes in the interest rate, to ensure that the principal outstanding is being paid as originally intended under this Agreement. Specific loan terms set out in Schedule B hereto are part of the Credit Facilities.

### *2.2 Payee Details*

The Borrowers hereby agree to pay the following fees on the Closing Date from the sale proceeds of the Echo Purchase Transaction and 256 Purchase Transaction:

| Payee Name | Purpose | Amount |
|---|---|---|
| Miller Thomson LLP | Legal Fees | $12,000.00 |
| FCC | Security Amendment Fee | $250.00 |

### *2.3 Purpose*

The Credit Facilities, as applicable, shall only be used by the Borrowers for the following purposes, unless otherwise consented to in writing by FCC:

(a) **Credit Facility 0000712352001**: Advancer loan for land improvements.

(b) **Credit Facility 0000712352002**: Refinancing of existing FCC loans.

(c) **Credit Facility 0000714144001**: Refinancing of existing FCC loans.

### *2.4 Schedules*

The following Schedules form part of this Agreement:

(a) Schedule A – Standard Terms and Conditions

(b) Schedule B – Loan Specific Features

(c) Schedule C – Definitions

(d) Schedule D – Form of Compliance Certificate

(e) Schedule E – Pre-Authorized Payment Authority

(f) Schedule F – Mortgaged Properties

The terms and conditions contained in the attached Schedules are incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Schedules, the terms of this Agreement prevail.

## 3. Security

The Loan Parties have or shall issue in favour of FCC certain credit, guarantee and other security documents, including without limitation, those outlined below (collectively, the "**Security Documents**") to secure all Outstanding Obligations:

### 3.1 *Real Property Security*

(a) A continuing collateral mortgage granted by Sunterra Farms Ltd. in favour of FCC registered on 2019-11-20 as Instrument Number 191 236 582 against the lands described in Schedule F hereto, as amended by an amendment to increase the principal amount from $25,000,000.00 to $40,000,000.00 as registered on 2020-09-10 as Instrument Number 201 163 768.

(b) A continuing collateral mortgage granted by Lariagra Farms Ltd. in favour of FCC registered on 2018-02-13 as Instrument Number 182 038 731, as amended by an amendment to increase the principal amount from $3,500,000.00 to $7,000,000.00 registered on 2021-10-13 as Instrument Number 212 224 032 against the lands described in Schedule F hereto.

(c) A continuing collateral mortgage granted by Lariagra Farms Ltd. in favour of FCC registered on 2022-09-26 as Instrument Number 221 205 082 against the lands described in Schedule F hereto.

The lands described in Schedule F hereto are collectively referred to herein as the "**Mortgaged Properties**" and each a "**Mortgaged Property**", as the context requires.

### 3.2 *Personal Property Security*

(a) A security agreement granted by Sunwold Farms Limited in favour of FCC and registered in the Province of Alberta on 2013-10-03 as Registration No. 13102906166 granting FCC a first security interest in 4,500 Sows in Alberta.

(b) A general security agreement granted by Sunterra Enterprises Inc. and registered on 2016-01-06 as Registration No. 16010619234 granting FCC a first security interest in all the present and after acquired personal property of Sunterra Enterprises Inc.

(c) A general security agreement granted by Sunterra Beef Ltd. and registered on 2016-01-06 as Registration No. 16010619234 granting FCC a first security interest in all the present and after acquired personal property of Sunterra Beef Ltd.

(d) A general security agreement granted by Sunterra Food Corporation and registered on 2016-01-06 as Registration No. 16010619234 granting FCC a first security interest in all the present and after acquired personal property of Sunterra Food Corporation.

(e) A general security agreement granted by Sunterra Quality Food Markets Inc. in support of Registration No. 00061920914 registered on 2000-06-19 granting FCC a first security interest in all the present and after acquired personal property of Sunterra Quality Food Markets Inc.

(f) A general security agreement granted by Trochu Meat Processors Ltd. in support of Registration No. 04031112487 and registered on 2004-03-11 granting FCC a first security interest in all the present and after acquired personal property of Trochu Meat Processors Ltd.

(g) A general security agreement granted by Sunterra Farm Enterprises Ltd. and registered on 2000-06-19 as Registration No. 00061920914 granting FCC a first security interest in all the present and after acquired personal property of Sunterra Farm Enterprises Ltd.

(h) A general security agreement granted by Sunterra Farms Ltd. in support of Registration No. 99042906190 and registered on 1999-04-29 granting FCC a first security interest in all the present and after acquired personal property of Sunterra Farms Ltd.

(i) A general security agreement granted by Sunwold Farms Limited and registered on 2017-01-04 as Registration No. 17010410004 granting FCC a first security interest in all the present and after acquired personal property of Sunwold Farms Limited.

(j) A general security agreement granted by Lariagra Farms Ltd. and registered on 2018-01-29 as Registration No. 18012909361 granting FCC a first security interest in all of the present and after acquired personal property of Lariagra Farms Ltd.

**3.3** ***Guarantees***

(a) A unlimited joint and several guarantee in support of the Borrowers, granted by Sunterra Farm Enterprises Ltd., Sunterra Food Corporation, Sunterra Quality Food Markets Inc., Sunterra Beef Ltd., Sunterra Enterprises Inc., Sunterra Farms Iowa, Inc., Sunwold Farms, Inc., and Trochu Meat Processors Ltd.

(b) An unlimited guarantee in support of the Borrowers granted by Lariagra Farms Ltd.

**3.4** ***Uniform Commercial Code Agreement***

(a) A Uniform Commercial Code security agreement from Sunterra Farms Iowa, Inc. and Sunwold Farms, Inc. in support of the unlimited joint and several guarantee referred to at 3.3(a), as registered on 2018-03-20 as Registration No.'s 20180790840908 and 2018790840979, and on 2013-10-11 as Registration No.'s E13072834-9 and E770838.

**3.5** ***Assignment, Postponement and Subordination Agreement***

(a) An assignment, postponement and subordination of claims granted by the shareholders of the Borrowers and each Guarantor in respect of the indebtedness, liabilities and obligations owed by the Borrowers to FCC.

**3.6** ***Inter-Creditor Arrangements***

(a) A priorities agreement dated February 17, 2023 between FCC and Canadian Western Bank with respect to each lenders priority interest in the collateral of Sunterra Food Corporation, Trochu Meat Processors Ltd., Sunterra Quality Food Markets Inc., Sunterra Beef Ltd., Sunterra Farms Ltd., and Sunwold Farms Limited.

**3.7** ***Cross Collateralization***

All Security Documents secure the payment and performance of all indebtedness, liabilities and obligations of each Loan Party under all other existing or future credit facilities or loans that such Loan Party has with FCC. Each Loan Party agrees to execute and/or provide all such other agreements, information and other matters and things as may be requested by FCC to give effect to the provisions of this Section.

## 4. Financial Statements and Other Information

**4.1** Until the Outstanding Obligations are repaid in full and FCC no longer has any obligation under this Agreement, each Loan Party will deliver to FCC:

(a) Annual audited financial statements (on a consolidated basis) for the Sunterra Group, including the combined results for Sunterra Farm Enterprises Ltd., Sunterra Food Corporation and Sunterra Enterprises Inc., to be provided within 150 days of its Financial Year-end.

(b) A Compliance Certificate, in form and substance satisfactory to FCC (substantially in the form of set forth in Schedule "D" attached hereto), within 150 days after the end of each Financial Year reporting period, or at any time upon the request of FCC, confirming the Loan Parties are in compliance with all covenants and conditions of the Loan Documents together with an explanation if there is any non-compliance.

(c) Annual budget for the Sunterra Group, including, proposed capital expenditures and a cash flow forecast for the upcoming year, to be provided within 150 days of its Financial Year-end.

(d) Annual review engagement financial statements (on a consolidated basis) for Sunterra Farm Enterprises Ltd., to be provided within 150 days of its Financial Year-end.

(e) Annual review engagement financial statements (on a consolidated basis) for Sunterra Enterprises Inc., to be provided within 150 days of its Financial Year-end.

(f) Annual review engagement financial statements (on a consolidated basis) for Sunterra Food Corporation, to be provided within 150 days of its Financial Year-end.

(g) Annual compilation engagement financial statements (on a standalone basis) for Sunwold Farms Limited, to be provided within 150 days of its Financial Year-end.

(h) Annual compilation engagement financial statements (on a standalone basis) for Sunwold Farms, Inc., to be provided within 150 days of its Financial Year-end.

(i) Annual compilation engagement financial statements (on a standalone basis) for Sunterra Farms Ltd., to be provided within 150 days of its Financial Year-end.

(j) Annual compilation engagement financial statements (on a standalone basis) for Sunterra Quality Food Markets Inc., to be provided within 150 days of its Financial Year-end.

(k) Annual compilation engagement financial statements (on a standalone basis) for Sunterra Beef Ltd., to be provided within 150 days of its Financial Year-end.

(l) Annual compilation engagement financial statements (on a standalone basis) for Sunterra Farms Iowa, Inc., to be provided within 150 days of its Financial Year-end.

(m) Annual review engagement financial statements for Lariagra Farms Ltd. and Lariagra Farms South Inc. (on a standalone basis), to be provided within 150 days of its Financial Year-end.

(n) Annual review engagement financial statements for Soleterra d'Italia Ltd. (on a standalone basis), to be provided within 150 days of its Financial Year-end.

(o) Annual review engagement financial statements for Sunterra Farms Greenhouse Ltd. (on a standalone basis), to be provided within 150 days of its Financial Year-end.

(p) Consolidated in-house Quarterly financial reporting for Sunterra Farms Ltd, Sunwold Farms Limited, Lariagra Farms Ltd. (Canada) and Sunwold Farms Inc., Sunterra Farms Iowa Inc. and Lariagra Farms South Inc. (USA), including a monthly variance to budget report (as per Sunterra Group 2024 Forecast 1), to be provided on or before the 25th of the month following each quarter end (commencing Q2 2024).

(q) Borrower to prepare and deliver a financial turnaround / divestiture strategy for the Sunterra Group with detailed financial forecasts with set milestone dates shall be provided to FCC on or before July 31, 2024.

(r) Such other financial statements or financial reporting for any of the Loan Parties as FCC may request.

**4.2** Notwithstanding the foregoing Section 4.1, all financial reporting for the Financial Year ending December 31, 2023, along with the annual budget pursuant to Section 4.1(c) above, shall be provided no later than July 31, 2024.

**4.3** All financial statements required to be delivered by the Loan Parties pursuant to this Section (a) must include a consolidated statement of cash flow, and (b) must not include related party transactions and/or accounts. A related party for this purpose means, with respect to any Person, such Person's Affiliates and the directors, officers and employees of such Person and Affiliates.

## 5. Financial Covenants

**5.1** Until the Outstanding Obligations are repaid in full to FCC under this Agreement or any other credit or loan agreement with FCC, the Borrowers must observe and comply with the following financial covenants calculated with respect to the Borrowers on a consolidated basis for each relevant period of the Borrowers:

(a) ***Debt Service Coverage Ratio.*** The Sunterra Group, including the combined results for Sunterra Farm Enterprises Ltd., Sunterra Food Corporation, and Sunterra Enterprises Inc., on a consolidated basis, shall maintain a Debt Service Coverage Ratio calculated as at the last day of each Financial Year-end, of not less than 1.00:1.00 at the 2024 Financial Year-end and each Financial Year-end thereafter.

"**Debt Service Coverage Ratio**" means EBITDA less Drawings plus Contributions less Unfinanced Capital Expenditures divided by Interest Expense and current portion of long term debt (future period).

"**Drawings**" means dividends, drawings and repayment of shareholder loans or related company loans.

"**Contributions**" means advances by the shareholders or related companies.

"**EBITDA**" means earnings before interest, taxes, depreciation and amortization.

"**Interest Expense**" means, for any period, the aggregate amount accrued (whether or not payable or paid) during such period on account of interest expense, bank charges, capitalized interest, standby fees, commissions and other fees and charges relating to letters of credit, including the interest expense components of all capitalized lease obligations.

"**Unfinanced Capital Expenditures**" means as capital expenditures less trade-ins less amounts financed via term debt.

**5.2** The aforementioned financial covenants in Section 5.1 replace all previous financial covenants contained in the Existing Credit Agreement. If a conflict arises between any of these financial covenants and those contained in the Existing Credit Agreement, the aforementioned financial covenants in Section 5.1shall prevail. This clause shall survive the termination or expiry of this Agreement and remain in force unless and until replaced in a future agreement or amendment. For greater certainty, FCC acknowledges and tolerates the failure of the Borrowers to comply with the financial covenants set out in the Existing Credit Agreement for the Financial Year ending December 31, 2023, but this shall not constitute a waiver of any non-compliance fee in respect thereof.

## 6. Fees

**6.1** The Borrowers must pay FCC the following non-refundable fees:

(a) **Processing Fee.** FCC has waived payment of a non-refundable loan processing fee in the aggregate amount of $49,000.00.

(b) **Security Amendment Fee.** The Borrowers shall pay to FCC a non-refundable security amendment fee in the aggregate amount of $250.00, which fee has been fully earned by FCC and paid in accordance with Section 2.2 of this Agreement.

(c) **Reporting and Monitoring Default Fee.** If the Borrowers breach a reporting or monitoring covenant, FCC shall assess a default fee of $1,000 per breach.

(d) **Annual Review and Non-Compliance Risk Adjustment Fee.** If the Borrowers breach a financial covenant under this Agreement, FCC will assess a risk adjustment fee equal to 0.15% of the principal amount of all Credit Facilities outstanding as at the end of the Financial Year in which the covenant was breached. This fee will be added to the Outstanding Obligations.

The risk adjustment fee set out in this Section represents FCC's liquidated

damages, not penalties, to compensate FCC for the higher than forecasted risk and/or non-performance of a covenant. Each of the Borrowers acknowledges, agrees and confirms that this fee is a reasonable estimation of the actual damages suffered by FCC upon a breach of a financial covenant contemplated by this Section, and that the Borrowers shall pay such fee to FCC upon an Event of Default. Each of the Borrowers acknowledges, agrees and confirms that the precise amount of FCC's actual damages would be extremely difficult to calculate and that the fee set out in this Section represents a reasonable estimate of the actual damages and efforts incurred by FCC in responding to a financial covenant breach. Such fee is due and payable on demand by FCC and in any event not later than one hundred and twenty (120) days following the last day of each Financial Year. Payment of a fee does not cure the applicable financial covenant breach nor does it affect any of FCC's rights under this Agreement or any other Loan Document.

## 7. Governing Law

**7.1** This Agreement is governed by and will be interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable in that province. The Loan Parties irrevocably submit to the non-exclusive jurisdiction of the courts such province.

***[Signature Pages Follow]***

IN WITNESS WHEREOF, this Agreement is entered into as of the date firs written above.

Lender: **FARM CREDIT CANADA**

By: _____

Name: Dale Snider
Title: Senior Corporate & Commercial Account Manager, Special Credit

I have authority to bind the Corporation

Borrower: **SUNTERRA FARMS LTD.**

By: _____

Name:
Title:

I have authority to bind the Corporation

Borrower: **SUNWOLD FARMS LIMITED**

By: _____

Name:
Title:

I have authority to bind the Corporation

Guarantor: **SUNTERRA BEEF LTD.**

By: _____

Name:
Title:

I have authority to bind the Corporation

Guarantor: **SUNTERRA FARM ENTERPRISES LTD.**

By: _____

Name:
Title:

I have authority to bind the Corporation

Guarantor: **SUNTERRA FOOD CORPORATION**

By: _____

Name:
Title:

I have authority to bind the Corporation

IN WITNESS WHEREOF, this Agreement is entered into as of the date firs written above.

Lender: **FARM CREDIT CANADA**

By: _____
Name:
Title:
I have authority to bind the Corporation

Borrower: **SUNTERRA FARMS LTD.**

By: DocuSigned by: Ray Price
Name: Ray Price
Title: Director
I have authority to bind the Corporation

Borrower: **SUNWOLD FARMS LIMITED**

By: DocuSigned by: Ray Price
Name: Ray Price
Title: Director
I have authority to bind the Corporation

Guarantor: **SUNTERRA BEEF LTD.**

By: DocuSigned by: Ray Price
Name: Ray Price
Title: Director
I have authority to bind the Corporation

Guarantor: **SUNTERRA FARM ENTERPRISES LTD.**

By: DocuSigned by: Ray Price
Name: Ray Price
Title: Director
I have authority to bind the Corporation

Guarantor: **SUNTERRA FOOD CORPORATION**

By: DocuSigned by: Ray Price
Name: Ray Price
Title: Director
I have authority to bind the Corporation

Guarantor: **SUNTERRA QUALITY FOOD MARKETS INC.**

By: DocuSigned by: Ray Price
Name: Ray Price
Title: Director

I have authority to bind the Corporation

Guarantor: **SUNTERRA ENTERPRISES INC.**

By: DocuSigned by: Ray Price
Name: Ray Price
Title: Director

I have authority to bind the Corporation

Guarantor: **TROCHU MEAT PROCESSORS LTD.**

By: DocuSigned by: Ray Price
Name: Ray Price
Title: Director

I have authority to bind the Corporation

Guarantor: **SUNTERRA FARMS IOWA, INC.**

By: DocuSigned by: Ray Price
Name: Ray Price
Title: Director

I have authority to bind the Corporation

Guarantor: **SUNWOLD FARMS, INC.**

By: DocuSigned by: Ray Price
Name: Ray Price
Title: Director

I have authority to bind the Corporation

Guarantor: **LARIAGRA FARMS LTD.**

By: DocuSigned by: Ray Price
Name: Ray Price
Title: Director

I have authority to bind the Corporation

## Schedule A – Standard Terms and Conditions

### 1. Conditions Precedent

#### 1.1 *General Conditions Precedent to Effectiveness of Agreement*

The effectiveness of this Agreement is conditional upon FCC's receipt of the documents and compliance with the conditions listed below (if not previously provided) in form and substance satisfactory to FCC and its counsel:

(a) **Loan Documents**. This Agreement and all other Loan Documents have been executed and delivered to FCC.

(b) **Registration and Perfection**. All Security Documents have been registered, recorded, filed or perfected in all applicable jurisdictions.

(c) **Certificates, Resolutions and Legal Opinions**.

(i) A copy of the constating documents, by-laws, shareholders agreements and partnership agreements, as applicable, of each Borrower and a copy of the resolutions of the board of directors of each Borrower authorizing the execution, delivery and performance of this Agreement and the other Loan Documents certified by a senior officer of such Borrower;

(ii) a certificate of incumbency for each Borrower, as applicable, showing the names, offices and specimen signatures of the officers authorized to execute this Agreement and the other Loan Documents; and

(iii) such legal opinions from counsel to the Borrowers addressed to FCC covering matters relating to the Borrowers, this Agreement and the other Loan Documents as FCC may require.

(d) **Inter-creditor Arrangements**. All subordination and postponement agreements and inter-creditor agreements from other secured creditors of the Loan Parties as required in this Agreement and as FCC may be required to achieve the intended priority of its security and registrations, have been duly executed and unconditionally delivered by all parties thereto.

(e) **Good Standing**. Each of the Loan Parties is in possession of, and in good standing or compliance with, all necessary permits, licenses, authorizations and other approvals required to legally undertake and carry on its business in each of the provinces where it carries on business.

(f) **Due Diligence**. FCC has completed and is satisfied with the results of its financial, business, accounting, tax, environmental, legal and other due diligence with respect to the Loan Parties, including the search results of all personal property, litigation, judgment, bankruptcy, bulk sale, execution and other searches conducted in all applicable jurisdictions.

(g) **Payment of Fees**. FCC has received (or will receive from an Advance on the Closing Date) full payment of all fees, expenses and other amounts due and payable to FCC, including all legal fees and disbursements of FCC's legal counsel.

(h) **Repayments of Indebtedness and Discharge of Liens**. All Indebtedness owing to any creditor by any Loan Party as determined by FCC has been repaid in full on the Closing Date other than Permitted Indebtedness. All Liens held by any creditor charging any Collateral has been discharged, or where applicable, partially discharged, other than Permitted Liens.

(i) **Certificate of Insurance; Adequacy of Coverage**. A certificate of insurance in respect of all policies of insurance maintained by the Loan Parties confirming current coverage and compliance with all insurance requirements under this Agreement.

(j) **Pre-Authorized Payments**. A completed pre-authorized payment authorization in the form set out in Schedule "E".

(k) **US Operating Loan.** Confirmation from Compeer Financial that Sunterra Group US operating loan is in good standing, and no default is continuing thereunder or recovery/enforcement action pending.

(l) **Canadian Operating Loan.** Confirmation from Canadian Western Bank that Sunterra Group Canadian operating loan is in an amount not less than $3,000,000.00, is in good standing, and no default is continuing thereunder or recovery/enforcement action pending.

(m) **256 Purchase Transaction and Echo Purchase Transaction.** FCC shall have received and reviewed to its satisfaction:

(i) a copy of the 256 APC in respect of the 256 Purchase Transaction, and a payment direction among 2562805 Alberta Inc., as purchaser, and Sunterra Farms Ltd., as vendor, with FCC as an addressee, directing 30% of the sale proceeds from the 256 Purchase Transaction to FCC to repay the Outstanding Obligations under Credit Facility 0000712352001; and

(ii) a copy of the Echo APC in respect of the APC Purchase Transaction, and a payment direction among Echo Sand Ranching Ltd., as purchaser, and Sunterra Farms Ltd., as vendor, with FCC as an addressee, directing 30% of the sale proceeds from the Echo Purchase Transaction to FCC to repay the Outstanding Obligations under Credit Facility 0000712352001.

(n) **Other Documents**. Such other documents and agreements as are customary in transactions of this type or as FCC may request.

**1.2** ***Conditions Precedent to All Advances***

The obligation of FCC to make available each Advance under this Agreement is conditional upon FCC's receipt of the documents listed below in form satisfactory to FCC together with satisfactory evidence as to compliance with the following conditions:

(a) **Initial Conditions Precedent**. All initial conditions precedent in Section 1.1 above remain satisfied and in full force and effect.

(b) **Representations and Warranties.** The representations and warranties of the Loan Parties in each of the Loan Documents are true and correct in all material respects as if made on and as of each such date (unless specifically made as of a certain date).

(c) **Loan Documents**. All Loan Documents are in full force and effect.

(d) **No Default**. No Default or Event of Default has occurred and is continuing or would result after giving effect to the Advance.

(e) **No Material Adverse Change.** No material adverse change has occurred since the date of the most recent Compliance Certificate or other financial reporting delivered by the Borrowers to FCC. A material adverse change means any event, development, circumstance or situation that has had or could have a Material Adverse Effect.

(f) **Priority Payables**. There are no overdue payments owed by any Loan Party to any third party.

(g) **Bring-Down Certificate**. A bring-down certificate executed by a senior officer of the Borrowers on the applicable Advance date confirming that all of the terms and conditions set out in this Section are true and correct as of the date of the Advance.

(h) **Consents and Approvals.** All necessary approvals, clearances and consents from any Governmental Authority or other Person necessary to complete the transactions contemplated by the Loan Documents have been received by the Loan Parties.

(i) **Environmental Assessment.** FCC has completed and is satisfied with its environmental risk assessment process, including if requested by FCC or required by applicable laws, a Phase 1 or 2 environmental report.

(j) **Title Search and other Due Diligence Searches.** FCC has conducted a title search of the Mortgaged Properties and confirmed that there are no Liens registered on title to either property, and has conducted such other due diligence searches as it deems necessary or appropriate to confirm the absence of Liens.

(k) **Advancer Loans.** If a disbursement is being made under an Advancer Loan, FCC has authorized such disbursement and the Borrowers have confirmed the funds shall only be used for a permitted purpose in accordance with this Agreement.

### 1.3 *Waiver of Conditions Precedent*

All conditions precedent specified throughout this Agreement are for the sole benefit of FCC and may be waived by FCC, in whole or in part, with or without conditions, without prejudice to any other or future rights that it may have against the Loan Parties.

## 2. Repayment, Prepayment and Maturity

### 2.1 *Undisbursed Funds*

Any portion of a Credit Facility that is not disbursed by its Loan Approval Expiry Date may be cancelled at FCC's option.

### 2.2 *Repayment*

Except for an Advancer Loan which is repayable on demand, all Outstanding Obligations must be repaid in full in accordance with the applicable payment schedule and the terms of this Agreement. The Credit Facilities will terminate on the applicable Balance Due Date, unless extended in writing to a new Balance Due Date by FCC on or before that date. Extensions will be granted in the sole discretion of FCC.

### 2.3 *Payment on Termination*

All Outstanding Obligations must be repaid in full immediately upon termination. The Credit Facilities will terminate if any Loan Party makes any misrepresentation to FCC, commits fraud against FCC, if FCC becomes aware that any Loan Party has acted in a manner that calls into question their integrity and as a result could negatively impact FCC's reputation if FCC were to continue to do business with the Loan Party, or if any Loan Party ceases to operate or operate materially in its Core Business, as determined by FCC in its sole discretion. If FCC terminates this Agreement because any of the above-noted events has occurred then all Outstanding Obligations are due immediately.

### 2.4 *Time and Place of Payment*

The Borrowers will make all payments to FCC at its corporate office in Regina, Saskatchewan or at FCC's local office on the date for payment. The payment must be made in immediately available funds and made no later than 10:00 a.m. local time at the place of payment. Any payment made after 10:00 a.m. will be deemed to have been made on the following Business Day and interest will accrue on the amount of such payment to the following Business Day.

### 2.5 *Payments to be Made on Business Days*

Any payment due on a day that is not a Business Day must be made on the following Business Day unless that day falls in another calendar month, in which case the payment must be made on the immediately preceding Business Day.

### 2.6 *Manner of Payment; No Set Off / Right of Compensation*

All payments are to be made in Canadian dollars, without set-off, compensation, withholding or deduction of any kind. If the Borrowers are not in default under this

Agreement, FCC will apply each payment to the Advance that has been outstanding for the longest period of time and then progressively to newer outstanding Advances, then in respect of each Advance (a) firstly to pay outstanding fees and other charges, (b) secondly to pay the interest due, and (iii) thirdly to reduce the outstanding principal. If the Borrowers are in default on any Loan, FCC may apply any Loan payment as it sees fit.

### 2.7 *Mandatory Prepayments*

(a) Within five (5) Business Days from any Loan Party receiving any cash proceeds from or relating to any of the events or items described below, the Borrowers must prepay outstanding Advances up to the amount of the cash proceeds, less reasonable out-of-pocket costs, expenses and fees incurred by the Loan Party to obtain the cash proceeds:

(i) **Debt and Equity Issuance**. Any incurrence of Indebtedness (other than Permitted Indebtedness), and any money raised from the issuance of equity securities.

(ii) **Insurance Proceeds**. Any expropriation, condemnation, destruction, or other loss of property (but specifically excluding vehicles, livestock, grain and inventory), unless such proceeds are used to repair the damaged property or acquire replacement property within 180 days of the date of receipt and a senior officer of the Borrowers certifies in writing to FCC at the time of receipt that the repair or replacement will be made within such 180 day time period.

(iii) **Sale of Assets**. Any Sale of Assets (other than a Permitted Sale of Assets), unless such proceeds are used to acquire a replacement asset within 180 days of the date of such disposition and a senior officer of the Borrowers certifies in writing to FCC at the time of such Sale of Assets that the replacement asset will be acquired within such 180 day time period.

(b) **Inverse Order of Maturity**. Amounts prepaid pursuant to this Section will be applied (i) firstly to permanently prepay all scheduled principal payments in inverse order of maturity for all term loans, (ii) secondly to repay the outstanding amount of all revolving or operating facilities, and (iii) thirdly to repay any other Outstanding Obligations.

### 2.8 *Voluntary Prepayments*

If the Borrowers wish to prepay any outstanding Advances during the term of this Agreement, then to the extent permitted by law, the Borrowers must pay a prepayment charge equal to the greater of (a) three (3) months interest on the amount prepaid at the interest rate in effect on the applicable Advance as of the date of prepayment, and (b) the amount of interest lost by FCC over the remaining term of the Advance on the amount being prepaid, as determined in accordance with FCC's standard practices.

### 2.9 *Prepayment Privileges*

(a) **Variable-Open and Fixed-Open rate loans** – If the Loan is not in default, the Borrowers may prepay all or a part of the Loans at any time, without notice or penalty, conditional upon the Loans not being in default.

(b) **Fixed-Closed rate loans** – If the Loan is not in default, the Borrowers may prepay all or a part of the Loans at any time on the condition that the Borrowers pay FCC the Prepayment Fee on the prepayment date.

(c) **Fixed and Variable rate loans** – If the Loan is not in default, the Borrowers may prepay up to 10% of the original principal amount disbursed on the Loan, without notice or penalty. The Borrowers may exercise this prepayment privilege once each calendar year. The Borrowers may prepay a greater amount of these Loans at any time on the condition that the Borrowers pay FCC the Prepayment Fee on the prepayment date.

### 2.10 *Prepayment Fee*

If the Borrowers wish to prepay any Loan during the Term then, to the extent permitted by law, the Borrowers must pay a prepayment fee equal to the greater of:

(a) three months' interest on the amount being prepaid at the interest rate applicable to the loan, or

(b) the amount of interest lost by FCC over the remaining Term of the loan on the amount being prepaid, as determined in accordance with FCC's standard practices (the "**Prepayment Fee**").

### 2.11 *Extensions*

Borrowers may request extensions from FCC. Any extensions will be granted at the discretion of FCC. If there is no written agreement extending or altering the terms of this Agreement on the Balance Due Date and FCC is not taking steps to recover any of the Outstanding Obligations or has not advised the Borrowers that the Loan will not be extended, the Loan may be automatically extended on the following terms:

(a) the applicable Loan extension fee will be charged to the Borrowers' loan account;

(b) the payment periods will be the same;

(a) the interest rate and term will be those stated in a communication that FCC will send the Borrower prior to the Balance Due Date; and

(b) FCC will advise the Borrowers of the new interest rate and required payment amounts.

### 2.12 *Payment on demand in the event of misrepresentation, fraud or lack of integrity*

The Credit Facilities and all Indebtedness owing by the Borrowers shall be repaid in full and the Credit Facilities will be cancelled if the Borrowers or any Guarantor has made any

material misrepresentation to FCC, has committed fraud against FCC, if FCC becomes aware that the Borrowers or any Guarantor has acted in a manner that calls into question their integrity and as a result will negatively impact FCC's reputation if FCC were to continue to do business with the Borrowers or Guarantors or if the Borrowers cease to operate or operate materially in its Core Business, as determined by FCC in its sole discretion.

## 3. Interest Rates, Fees and Costs

### 3.1 *Interest Rates*

(a) Interest will accrue on the principal amount outstanding of each Advance during each monthly interest period;

(b) Interest on each Advance shall be calculated on the daily outstanding balance of such Advance commencing on and including the day on which the Advance is made and ending on, but excluding, the day on which the interest is paid; and

(c) Interest will be payable monthly, in arrears, on the first Business Day of each month at the variable rate of interest per annum specified, and calculated in the manner set out in this Agreement.

### 3.2 *Variable Rates*

Changes in FCC's variable rate shall cause immediate and automatic adjustment in any variable interest rate loans, from the effective date of the change, calculated in accordance with FCC's usual practices and without notice to the Borrowers. FCC may adjust the stipulated payments of principal and interest for the Credit Facilities with a variable interest rate, as a result of changes in the interest rate, to ensure that the principal outstanding is being paid as originally intended under this Agreement.

### 3.3 *Interest Act*

(a) Unless otherwise specified, all annual rates of interest referred to in this Agreement are based on a calendar year of 365 or 366 days, as the case may be. Where a rate of interest under this Agreement is calculated on the basis of a year (the "**Deemed Year**") which contains fewer days than the actual number of days in the calendar year of calculation, that rate of interest will be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying that rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the Deemed Year.

(b) For purposes of the *Interest Act* (Canada), the principle of deemed reinvestment of interest will not apply to any interest rate calculation under this Agreement, and the rates of interest stipulated in this Agreement are intended to be nominal rates and not effective rates or yields.

(c) Interest owing on a real property loan shall be compounded semi-annually, not in advance. Interest owing on a personal property loan shall be compounded on each payment date (for example, interest shall be compounded monthly if payments are made monthly). All such interest shall be payable both before and after maturity, default and judgment on the amount outstanding from day to day until payment is made.

**3.4** ***Maximum Interest Rate***

(a) In the event that any provision of this Agreement would oblige the Borrowers to make any payment of interest or any other payment which is construed by a court of competent jurisdiction to be interest in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by FCC of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)), then notwithstanding such provision, such amount or rate shall be deemed to have been adjusted to the maximum amount or rate of interest as would not be so prohibited by law or so result in a receipt by FCC of interest at a criminal rate, such adjustment to be effected, to the extent necessary, as follows:

(i) firstly, by reducing the amount or rate of interest required to be paid under this Agreement; and

(ii) thereafter, by reducing any fees, commissions, premiums and other amounts which would constitute interest for the purposes of Section 347 of the *Criminal Code* (Canada).

**3.5** ***Legal Fees and Expenses***

Regardless of whether any of the transactions contemplated in this Agreement are consummated, the Borrowers must pay to FCC all legal fees and disbursements of FCC's counsel and all fees, costs and expenses incurred by FCC in the negotiation, preparation and registration of the Loan Documents and any amendments. The Borrowers must also reimburse FCC on demand for all fees, costs and expenses including without limitation legal fees and disbursements (on a solicitor and own client or full indemnity basis) incurred by FCC following the Original Closing Date in connection with exercising or defending of any of its rights or remedies under any of the Loan Documents or any other documents or the realization on any Collateral or any other assets or property of the Loan Parties or the taking of any proceedings for the purpose of enforcing the remedies provided herein or permitted in connection herewith.

**3.6** If any Loan Party fails to perform any of its obligations under any document, FCC may, but shall not be obligated to, perform any or all such obligations, and all costs, charges, expenses, fees, outlays and premiums incurred by FCC in connection with such performance shall be payable by the Borrowers forthwith upon demand by FCC and shall bear interest from the date incurred by FCC at the highest rate provided for herein, calculated and compounded monthly and payable on demand, with interest on overdue interest at the same rate. Any such performance by FCC shall not constitute a waiver by FCC of any right, power, or privilege under the loan contract or any document.

## 4. Covenants of the Loan Parties

### 4.1 *Affirmative Covenants*

Until all Outstanding Obligations are repaid in full and FCC has no further obligation under this Agreement, the Loan Parties must observe and perform each of the following covenants:

(a) **Payment of Principal, Interest and Expenses**. Pay to FCC, the Outstanding Obligations at the times and places and in the manner provided for in this Agreement.

(b) **Use of Funds**. Use the proceeds of the Credit Facilities, as applicable, solely for the uses set out in this Agreement.

(c) **Maintenance of Property.** To keep the Mortgaged Properties in good condition and not to do anything that lowers the value of the Mortgaged Properties. If the Borrowers do not maintain the Mortgaged Properties in good condition, the Borrowers agree that FCC may enter and take any action reasonably considered necessary to restore the Mortgaged Properties. Any reasonable cost of taking such action may be added to the Credit Facilities.

(d) **Books and Records**. Maintain a system of accounting established and administered in accordance with the Accounting Standards, consistently applied and in accordance with sound business practices.

(e) **Access and Information**.

(i) Upon specific request by FCC, discuss and review with FCC and its representatives any matters directly relevant to this Agreement and the business of the Loan Parties or their properties;

(ii) permit representatives of FCC to visit, inspect and have access to their properties and assets with reasonable prior notice; and

(iii) permit, with reasonable prior notice, FCC and its representatives to examine and copy all of their books and records.

(f) **Notices**. Promptly notify FCC of, no later than five (5) Business Days, of:

(i) any event which constitutes a Default or Event of Default and the steps being taken to remedy the same;

(ii) any notice of expropriation of any Collateral;

(iii) any claim, proceeding or litigation in respect of any Loan Party that has a Material Adverse Effect on the business operation or assets of a Loan Party, whether or not any such claim, proceeding or litigation is covered by insurance;

(iv) any official notice of any violation, non-compliance or claim made by any Governmental Authority pertaining to: (A) the operations of a Loan Party, or (B) any part of the property of any Loan Party;

(v) any Lien other than a Permitted Lien registered against any Collateral;

(vi) any environmental matter against or with respect to the activities or operations of any Loan Party;

(vii) any event, development or condition which may have a Material Adverse Effect; and

(viii) any material adverse change in the condition or nature of the Core Business of a Loan Party.

(g) **Corporate Status and Qualification**. Maintain its existence in good standing and obtain and maintain all licences, permits and contracts necessary to conduct its business.

(h) **Business Conduct**. Continuously conduct the Core Business in a proper and efficient manner, (ii) maintain its properties and assets in good working order and condition, and (iii) maintain, protect and preserve title to its assets and properties.

(i) **Compliance with Laws**. Comply with all Applicable Laws and orders of any Governmental Authority, including the procurement of all required permits and licenses, which shall include without limitation the procurement of all applicable business, building, expansion, operating and other permits and licenses. The Borrowers must further agree that all real/immovable property Collateral complies with all zoning and building by-laws and other regulations, as applicable.

(j) **Further Assurances**. Cure promptly any defects in the execution and delivery of the Loan Documents, and promptly execute and deliver to FCC, all such other and further documents or agreements as FCC may request.

(k) **Taxes**. Pay all Taxes lawfully levied, assessed or imposed upon it or in respect of its Property as and when the same becomes due and payable, and provide evidence of such payment to FCC.

(l) **Insurance**.

(i) Each Loan Party shall maintain or cause to be maintained with reputable insurers, insurance with respect to the Collateral against such liabilities, casualties, risks and contingencies in relation to the Borrowers' properties, assets and businesses, of such types and in such amounts as is customary in the case of Persons engaged in the same or similar businesses and similarly situated and in accordance with any other specified requirements of any Governmental Authority or FCC, including but not limited to: (i)

property insurance on an "all-risks" replacement cost basis (including fire and extended perils coverage) on the Mortgaged Properties and all buildings, equipment and other property used in the operation of the Borrowers' businesses; (ii) broad-form boiler and machinery insurance for all of the Borrowers' boilers, pressure valves and vessels, machinery and air conditioning equipment; (iii) comprehensive commercial general liability insurance against claims for personal injury, bodily injury, and property damage occurring on, in, or about the lands and buildings and covering all of the Borrowers' operations; (iv) a rider for construction insurance during the construction of the project; (v) crop insurance; (vi) course of construction insurance, commercial general liability insurance and property insurance and have it in effect to protect the Loan Parties from loss and liability during and after completion of the project; and (vii) any other insurance required by this Agreement (including coverage for public liability and damage to property of third parties) (the "**Insurance**").

(ii) All Insurance set forth above shall be in an amount not less than the greater of (A) the Credit Facilities, and (B) the full replacement value of the Borrowers' properties and assets, or an amount acceptable to FCC per occurrence.

(iii) All Insurance, other than those in respect of assets as FCC may in writing agree to exclude, shall be assigned to and endorsed in favour of FCC as first mortgagee and as first loss payee. FCC shall be named as an additional insured in respect of all liability policies and such policies shall contain cross liability and severability of interest provisions.

(iv) FCC shall be designated as beneficiary on the course of construction insurance and property insurance in amounts and on terms acceptable to FCC.

(v) All Insurance (except third-party liability insurance) shall contain standard mortgage/hypothec clauses or other mortgage/hypothec clauses satisfactory to FCC.

(vi) All Insurance shall oblige the insurer to provide at least 30 days prior notice to FCC of any changes to the Insurance and that the Insurance may not be cancelled without at least 30 days prior notice being given by the insurer to FCC.

(vii) If any Loan Party defaults in so insuring its real or personal property and assets as are required under this Section to be insured or, in so delivering the certificates or policies of Insurance within the time period required under this Agreement, FCC may, at its option, immediately effect and pay the premiums for such Insurance and the Borrowers shall reimburse FCC for any premiums so paid with interest thereon at the then highest interest rate payable in respect of any Loan made under this Agreement.

(viii) As soon as practicable following the happening of any loss or damage in respect of any Loan Party's real or personal property and assets subject to any Insurance, the Borrowers shall, at its expense, furnish all necessary proof and do all necessary acts to enable the Person entitled to receipt of the proceeds of such insurance pursuant to this Section to obtain payment thereof.

(ix) All policies of Insurance will, where applicable, contain a release of any subrogation rights which any Loan Party's insurers may have against FCC or those for whom any of them are in law responsible.

(x) Each Loan Party agrees that it shall provide FCC with i) a broker's certificate confirming the Insurance prior to the Original Closing Date and ii) a certified copy of each policy of Insurance as soon as practical but no later than 60 days from the Original Closing Date.

(m) **Environmental Compliance.**

(i) Use and operate all of its facilities and properties in compliance with all Environmental Laws;

(ii) Immediately notify FCC and provide copies upon receipt of any written claim, complaint, notice or inquiry relating to the release of contaminants at any facility or property which would result in a Loan Party being in material non-compliance with any Environmental Law. A contaminant are any pollutants, waste, hazardous substances or other like substances or material that is regulated by any Environmental Law; and

(iii) provide such information and certifications which FCC may reasonably request from time to time to evidence of compliance with this Section.

(n) **Observance of Agreements**. Observe, perform and enforce in a timely fashion all of its contractual obligations and rights.

(o) **Additional Subsidiaries; Additional Liens**. If, at any time after the Original Closing Date, any Loan Party directly or indirectly creates or acquires an additional Subsidiary, the Loan Party will, or will cause such new Subsidiary, to execute and deliver to FCC within 30 days of such creation or acquisition, a guarantee, security agreements (creating a first priority Lien against all property, assets and undertaking of such Subsidiary in favour of FCC), and other agreements, instruments, documents, certificates, resolutions and legal opinions similar in type, scope and form as those delivered by the Loan Parties pursuant this Agreement and satisfactory to FCC.

(p) **Material Commercial Leases**. Obtain FCC's prior written consent to enter into, modify in any material respect, or renew, extend or terminate any lease outside the normal course of business (excluding any lease where the Loan Party is the tenant) for premises of more than 10,000 square feet

for a term (inclusive of all renewal and extension options, whether or not exercised) of five (5) years or more which form part of the Collateral.

(q) **Release Information.** The Borrowers must authorize FCC to obtain credit or other information about the Borrowers, and the Collateral from, and to allow FCC to, during the term of the Credit Facilities, exchange such information with:

(i) any financial institution, credit reporting agency, rating agency, credit bureau, Governmental Authority; and

(ii) anyone with whom the Borrowers may have or propose to have financial dealings.

The Borrowers also agree that FCC may use Loan information for FCC's internal research and marketing purposes and that FCC may contact the Borrowers regarding our other products and services.

(r) **Financial Advisor.** Following the occurrence of an Event of Default, in consultation with the Borrowers, the Borrowers shall work with FCC to engage a financial advisor (the "**Financial Advisor**") at FCC's discretion to review the financial condition (including short and long term financial forecast, business plan/model and shareholder positioning) of the Borrowers. The Borrowers acknowledge and agree that all costs in respect of such Financial Advisor are for the account of the Borrowers, which FCC is authorized to pay directly and add to the Outstanding Obligations. The Borrowers further consent, confirm and agree to enter into an engagement agreement with such Financial Advisor and take all steps to facilitate such review, including without limitation:

(i) permit such Financial Advisor to attend the premises of the Borrowers and perform its review and inspection as is reasonably necessary in the opinion of the Financial Advisor to advise FCC with respect to the financial condition of the Borrowers;

(ii) provide such Financial Advisor with all statements and records to complete its review of the Borrowers current business plan (including but not limited to balance sheets, general overview of the Borrowers affairs, governance and shareholder structure), financial projections, and underlying assumptions for the overall business and significant divisions; and

(iii) following assessment of underlying financial and capital structure by such Financial Advisor, implement suggestions by the Financial Advisor for enhancement and improvement of business operations (as available).

(s) **Use of AgriStability Funds.** The Borrowers shall use any and all AgriStability funds received by either one of them to reduce the indebtedness under the Sunterra Group Canadian operating line and other

accounts payable or indebtedness owing by such Borrower, but for greater certainty shall not be used for non-Canadian hog farm uses.

**4.2** ***Negative Covenants***

Until the Outstanding Obligations are repaid in full and FCC has no further obligation under this Agreement, the Loan Parties must not, without the prior written consent of FCC:

(a) **No Amalgamation or Merger**. Not enter into any amalgamation, merger, or other transactions whereby all or substantially all of its undertaking, properties, rights or assets would become the property of any other Person.

(b) **Indebtedness**. Create, assume or permit to exist any Indebtedness except for Permitted Indebtedness.

(c) **No Liens**. Create, assume, incur or permit to exist any Lien in or upon any of its property or assets except for Permitted Liens.

(d) **No Guarantees**. Be or become liable for any obligation of any other Person by Guarantee except for any Guarantee which constitutes Permitted Indebtedness.

(e) **No Non-Arm's Length.** Enter into any consulting agreement or contract with a shareholder or other non-arm's length party or entity unless on prevailing market rates and the Borrowers disclose all such related party contracts and expenses annually as part of the annual review documentation.

(f) **Limitation on Investments and Loans**. Make or permit to exist, directly or indirectly, any Investment or any other interest in any other Person outside the normal course of business except: (i) Investments in cash equivalents, (ii) Investments which constitute Permitted Acquisitions, and (iii) any loans, advances or other forms of Indebtedness to any Person other than Permitted Indebtedness.

"**Investment**" means:

(i) any direct or indirect purchase or other acquisition by the investor of Equity Securities of any other Person that does not otherwise constitute an Acquisition;

(ii) any direct or indirect loan or capital contribution by the investor to any other Person; or

(iii) any direct or indirect purchase or other acquisition of bonds, notes, debentures or other debt securities of, any other Person.

(g) **Limitation on Acquisitions**. Make any acquisition other than a Permitted Acquisition.

(h) **Limitation on Sale of Assets**. Effect a sale of assets, including Quota Transfer, except for a Permitted Sale of Assets. A Permitted Sale of Assets must be sold or leased for at least fair market value and if proceeds are not used within six (6) months to acquire other assets for Core Business, proceeds will be applied to reduce the Outstanding Obligations.

(i) **Change of Jurisdiction or Chief Executive Office; Relocation of Assets**.

(i) Change the jurisdiction of organization or move its registered office, principal place of business or chief executive office outside of the jurisdiction in which it was located as at the Closing Date or the date of its acquisition or creation; and

(ii) maintain Collateral having a value in excess of $100,000 in the aggregate other than as disclosed to FCC as at the Closing Date.

(j) **Organizational Documents.**

(i) Change its corporate name, or

(ii) amend its articles of incorporation, partnership agreement, shareholders agreement or similar document without the prior written consent of FCC.

(k) **Change of Control.** Change of control of a Borrower being any one of the following:

(i) the acquisition by any Person of Equity Securities representing 50% or more of the voting power represented by the issued and outstanding Equity Securities of a Borrower;

(ii) the Borrowers cease to own, directly or indirectly, all of the issued and outstanding Equity Securities of any other Loan Party; and

(iii) there is any change in the composition of the officers or directors of a Borrower from those (A) in existence as at the Closing Date, or (B) Persons which have been approved in writing by FCC from time to time after the Closing Date.

(l) **Restricted Payments.** Declare, pay or make, or permit the declaration, payment or making of, any Restricted Payment, except each Loan Party may make Restricted Payments:

(i) with respect to (A) employment remuneration to employees, officers or directors in the ordinary course, and (B) reimburse reasonable out-of-pocket costs and expenses incurred by such employees, officers or directors in the ordinary course of carrying out their duties; and

(ii) regular scheduled payments of interest in respect of Subordinated Debt provided that, at the time of and immediately after making a Restricted Payment, (A) no Default or Event of Default has occurred; and (B) the Borrowers are in compliance with the financial covenants set out in this Agreement,

provided that the Restricted Payments listed in paragraphs 4.2(j) (i) and (ii) above shall not be in excess of net income after repayment of the current outstanding of any long term debt, including the principal portion of capital lease payments, unless compliance with the financial covenants set out in this Agreement,are maintained.

A "Restricted Payment" means any payment by a Person to a related party (other than a bonus paid to an employee of the Sunterra Group on a quarterly basis), including a shareholder or creditor, for any reason, including without limitation payment of: (a) any dividends or other distributions on any of its Equity Securities, (b) any management, consulting or similar fee or any bonus payment or comparable payment, (c) any gift or other gratuity, (d) any amount for services rendered, property leased or acquired, or (e) any amount for shareholder loan reductions.

(m) **Financial Year; Accounting Changes**. Change its Financial Year end, or (ii) accounting treatment or reporting practices, except as required by the Accounting Standards or any Applicable Law.

(n) **Change of Business:** Materially change the Core Business of any one of the Loan Parties.

(o) **Transactions with Affiliates**. Purchase or lease any property from, or sell or lease any property to, or enter into any other transactions with, any officer, director, agent or other Person affiliated with or related to such Loan Party, except in the ordinary course of, and under the reasonable requirements of, the Loan Party's business, and upon fair and reasonable terms no less favourable to the Loan Party than they would obtain in a comparable arm's length transaction with an unaffiliated Person.

(p) **Sales and Leasebacks**. Enter into any sale/leaseback transaction, which is any arrangement with any Person (other than a Loan Party) providing for the leasing by any Loan Party of property which has been or is to be sold or transferred by any Loan Party to such other Person.

(q) **Repayment of Indebtedness**. Repay, prepay or otherwise make any payment on account of any Indebtedness except for: (i) Indebtedness under this Agreement, or (ii) Permitted Indebtedness.

(r) **Dissolution of Entities.** The Loan Parties agree that no entity existing in the Sunterra shall be sold, disposed of, dissolved, or otherwise without prior written consent of FCC. Upon receipt of the information required to grant such consent, FCC will provide the same within 15 days, such consent will not be unreasonably withheld by FCC. Additionally, the Borrowers shall

provide FCC with constating documents for any new entity created for tax planning purposes within 10 days of the creation of the same.

(s) **Drawings and Withdraws.** The Borrowers shall not permit drawings and withdrawals by way of shareholder loan reductions, dividends, salaries, bonuses, or any other withdrawals to exceed net income after repayment of current portion of long term debt, including principal portion of capital lease payments, unless compliance with financial covenants set out in the loan contract are maintained.

## 5. Demand and Acceleration

### 5.1 *Events of Default.*

Each of the following events will constitute an event of default by the Loan Parties under this Agreement (each an "**Event of Default**"):

(a) **Failure to Pay Principal.** Failure to pay when due any principal amount of the Outstanding Obligations and such failure continues for a period of 3 Business Days.

(b) **Failure to Pay Interest or Fees.** Failure to pay any other Outstanding Obligations when due and such failure continues for a period of 5 Business Days.

(c) **Builder's Lien.** A builders, construction, commercial, mechanic or similar Lien is registered against the Borrowers' property secured by this Agreement, other than those that are contested in good faith.

(d) **Construction Required.** Failure to complete or proceed with any construction required by this Agreement in a continuous and commercially reasonable manner and according to proper building standards.

(e) **False Representations**. If any representation or warranty made in any Loan Document is false or incorrect, or lacking in any material facts, at the time that it is made or given.

(f) **Covenant Defaults**. Failure to observe or perform any of the terms, conditions or covenants under this Agreement or contained in any other Loan Document, and, if such failure is capable of being remedied it continues unremedied for a period of 30 Business Days following the earlier of (i) the date upon which a senior officer of any Loan Party becomes aware of any such failure, and (ii) the date that FCC delivers notice of such failure to the Borrowers.

(g) **Cross-Default**. If any default or breach occurs, which is not cured within any applicable grace period, in the payment when due of any Indebtedness of any Loan Party.

(h) **Cross-Default with FCC.** Default under any other credit facility, loan or security agreement with FCC in accordance with such agreements terms (including applicable cure-periods).

(i) **Default to Other Creditors.** Default under the terms of any credit facility with any other financial institution.

(j) **Insolvency.** If any Loan Party becomes insolvent, dies, its business ceases to be carried out as a going concern, an order is made or it passes a resolution authorizing its winding-up, dissolution or liquidation, or it assigns its assets for the benefit of its creditors or enters (voluntarily or involuntary) any bankruptcy or reorganization proceeding, and if such proceeding is involuntary, it is not stayed within 60 days or having been instituted against the Loan Party.

(k) **Receivership.** If any person or entity other than FCC takes possession of any of the secured property (whether by appointment of a receiver, receiver and manager or otherwise) or takes any steps to repossess or sell the secured property.

(l) **Adverse Judgments.** If one or more judgments for the payment of money in a cumulative amount in excess of $100,000 is rendered against any one or more of the Loan Parties which remains undischarged for 60 days from its date.

(m) **Execution, Distress.** If any writ of execution or any other similar process becomes enforceable against any Loan Party or its properties or assets having a fair market value in excess of $100,000, except where the same is being contested and the enforcement or levy has been stayed.

(n) **Change of Control.** If there is a change of control, which is the occurrence of any one of the following:

(i) the acquisition by any Person(s) acting in concert of Equity Securities representing 50% or more of the voting power represented by the issued and outstanding Equity Securities of any Loan Party;

(ii) the Borrowers cease to own, directly or indirectly, all of the issued and outstanding Equity Securities of any other Loan Party;

(iii) there is any change in the composition of the officers or directors of any Loan Party from those (i) in existence as at the Closing Date, or (ii) Persons which have been approved in writing by FCC from time to time after the Closing Date; or

(iv) the death or incapacity of any Loan Party who is an individual.

(o) **No Prospect of Repayment.** FCC in good faith and upon commercially reasonable grounds, believes that the prospect of repayment of the Loans or performance of the Borrowers' obligations under this Agreement is or is

about to be impaired or any of the secured property is or is about to be in jeopardy.

(p) **Cease to Carry On Business.** Any one of the Loan Parties ceases to carry on business or threatens to do so.

(q) **Registration of Subsequent Interest.** A mortgage, hypothec, security interest or any other interest, right or charge affecting the Mortgaged Properties or other assets of the Loan Parties is registered against the Mortgaged Properties or other assets of the Loan Parties without FCC's prior approval not to be unreasonably withheld.

(r) **Termination or Unenforceability of Security Documents.** If any of the Loan Parties terminate any of the Security Documents or any of the Security Documents become unenforceable or any charge does not rank in priority as expected.

**5.2** ***Notice of Default.*** The Borrowers hereby agree to promptly notify FCC of an Event of Default occurring, and no later than thirty (30) days from the date that the Default occurred.

**5.3** ***Rights and Remedies***

(a) Prior to and after the occurrence of an Event of Default, FCC or a Receiver shall have, in addition to the rights specifically provided in this Agreement:

(i) the rights of a secured party under the *Personal Property Security Act* (Alberta); and

(ii) the rights that FCC shall be entitled to as the lender, as recognized at law and in equity.

(b) Upon the occurrence of an Event of Default, and for so long as it is continuing, FCC may take any or all of the following actions:

(i) declare all Outstanding Obligations to be immediately due and payable without presentment, demand, protest or other notice of any kind, all of which;

(ii) declare the Credit Facilities to be terminated, whereupon the same shall terminate immediately and FCC shall have no further obligation to make any Advances available to the Borrowers under any of the Credit Facilities;

(iii) realize upon the Liens constituted by the Security Documents and exercise any rights under any of the Loan Documents;

(iv) appoint by instrument in writing or apply to a court for the appointment of one or more Receivers of any or all of the property, assets and undertaking of any Loan Party or any or all of the Collateral;

(v) exercise any other action, suit, remedy or proceeding authorized or permitted by the Loan Documents or by law or by equity upon an Event of Default occurring;

(vi) the obligation of FCC to make any further Advances available to the Borrowers shall automatically be terminated;

(vii) all Outstanding Obligations will automatically become due and payable; and

(viii) the Security Documents will become immediately enforceable, subject to the terms and conditions of the Security Documents and Applicable Law, and FCC may realize upon the Security Documents.

**5.4** ***Application of Proceeds After Default***

From and after the occurrence of an Event of Default, FCC may from time to time appropriate all proceeds of realization from the enforcement of any of the Security Documents on or towards the payment of the Indebtedness of the Borrowers to FCC or such part thereof, as FCC in its sole discretion may determine, and the Borrowers shall have no right to require or enforce any appropriation inconsistent therewith, and FCC shall have the right to change the application of any such proceeds and re-apply the same to any part or parts of the Indebtedness as FCC may deem fit, notwithstanding any previous application of such proceeds.

**5.5** ***Non-Merger***

The taking of a judgment (other than a final order of foreclosure) or any other action by FCC in respect of any Lien created by the Security Documents shall not operate as a merger of any indebtedness or liability of any Loan Party or in any way prejudice the rights, remedies and powers which FCC may have in connection with such liabilities, and the dealings with any security for such liabilities shall not affect the liability of the Loan Parties under this Agreement.

**5.6** ***Deficiency***

Each Loan Party is liable to FCC for payment of any Outstanding Obligations that remain outstanding following realization of all or any part of the Collateral.

**5.7** ***FCC not Liable***

Neither FCC nor any Receiver will be liable to any Loan Party for any failure or delay in exercising any of its rights under any Loan Document or for any failure to preserve rights against other Persons.

**5.8** ***Remedies Cumulative***

The rights and remedies of FCC under the Loan Documents are cumulative and are in addition to and not in substitution of any rights or remedies provided by law and any single or partial exercise by FCC of any right or remedy for a default or

breach shall not be deemed to be a waiver of or to prejudice any other right or remedy to which FCC may be lawfully entitled.

## 6. Representations and Warranties

### 6.1 *Representations and Warranties*

The Loan Parties make the following representations and warranties to FCC, upon which FCC is relying in entering into this Agreement:

(a) **Due Incorporation.** Each Loan Party is duly incorporated or formed under the laws of its jurisdiction, and has all necessary corporate power and authority to own its properties and assets and to carry on its business as now conducted by it.

(b) **Corporate Power; Authorization**. Each Loan Party has the power and authority to enter into and perform its obligations under the Loan Documents to which it is a party and the execution, delivery and performance of such Loan Documents has been duly authorized by all necessary action of such Loan Party.

(c) **Licenses**. Each Loan Party holds all necessary licenses, permits, registrations, and approvals (i) to own its properties and assets, (ii) for the conduct and operation of the Core Business and its other businesses, and (iii) to carry on its businesses in each jurisdiction in which it does so, and is up to date in all its corporate filings.

(d) **No Conflicts.** The execution, delivery and performance of the Loan Documents by each Loan Party and the consummation of the transactions contemplated therein:

(i) do not and will not violate its constating documents, by-laws or other organizational documents;

(ii) do not require the consent or approval of, or registration or filing with, any Governmental Authority or other Person; and

(iii) do not violate or conflict with any material contract.

(e) **Enforceability**. Each Loan Document constitutes a legal, valid and binding obligation of each Loan Party enforceable in accordance with its terms.

(f) **Compliance with Law**. Each Loan Party is in compliance: (i) with all Applicable Laws applicable to it or its property, assets and businesses, and (ii) with all material contracts binding upon it or its property, assets and businesses; and (ii) with all zoning and building by-laws and other Applicable Laws with respect to the Collateral.

(g) **Taxes.** Each Loan Party has filed all tax returns required to be filed by it and has paid all Taxes which were due and payable, on or before the date of this Agreement.

(h) **No Litigation**. There are no actions, suits or proceedings existing or pending against any Loan Party in any court or before any Governmental Authority.

(i) **No Default.** No Default or Event of Default has occurred and is continuing or would result after giving effect to the Advance.

(j) **Financial Statements**. The financial statements of the Loan Parties which have been furnished to FCC have been duly prepared in accordance with the Accounting Standards and fairly present the financial condition and the results of the operations of the Loan Parties.

(k) **Title.** Each Loan Party has good and marketable title to all of its property and assets free and clear of any Lien, subject only to Permitted Liens.

(l) **Environmental Compliance**

(i) All facilities and property owned or leased by any Loan Party subject to the Security Documents have been maintained in material compliance with all Environmental Laws;

(ii) there have been no past, and there are no pending written claims of violation or requests for information received by any Loan Party from any Governmental Authority with respect to any Environmental Law;

(iii) each Loan Party holds and is in compliance with all permits, approvals and other authorizations relating to environmental matters in connection with the operation of the Core Business; and

(iv) there are no underground storage tanks for petroleum, active or abandoned, on any property now or previously owned or leased by any Loan Party including the real property subject to the Security Documents. All underground tanks for water and manure located on the real property subject to the Security Documents have been disclosed to FCC in writing as of the date of this Agreement.

(m) **Registered Office; Chief Executive Office**. The registered office, chief executive office and the principal place of business of each Loan Party is the location set out on the first page of this Agreement.

(n) **Location of Property and Assets**. The Loan Parties have no property and assets located in any jurisdictions other than as disclosed in writing to FCC.

(o) **Wholly-owned Subsidiaries**. As of the Closing Date no Loan Party has (i) any Subsidiaries other than those Subsidiaries that are a party to this Agreement, or (ii) entered into any agreements for the acquisition or creation of any Subsidiaries.

(p) **Partnership**. No Loan Party is in partnership with any Person and no Loan Party is a participant in any joint venture.

(q) **Employee Matters**. With the exception of Trochu Meat Processors Ltd. (who has a union collective bargaining agreement), no Loan Party, nor any of their respective employees, is subject to any collective bargaining agreement.

(r) **Pension and Benefit Plans**. No Loan Party maintains any pension plans or other plan or policy that provides employee benefits, other than health and disability benefits packages. A pension plan is any arrangement for the purposes of applicable pension benefits legislation or any tax laws of Canada or a Province. A pension plan does not include the Canada pension plan or the Quebec pension plan.

(s) **Full Disclosure**. Each Loan Party has disclosed to FCC (i) all agreements, instruments and corporate or other restrictions to which any Loan Party is subject, and (ii) all other matters known to it, that, in each case, individually or in the aggregate, could, by their existence or if breached by any Loan Party, reasonably be expected to result in a Material Adverse Effect. All material liabilities of the Loan Parties have been recorded in the financial statements of the Loan Parties and disclosed to FCC.

(t) **Indebtedness; Liens**. No Loan Party (i) has any Indebtedness other than Permitted Indebtedness, and (ii) has granted any Liens other than Permitted Liens.

(u) **Shareholder Loans**. There are no outstanding loans and advances made to any Loan Party by any Person who does not deal at arm's length with any Loan Party, other than a shareholder of any Loan Party who has executed and delivered an assignment and postponement of claim in favour of FCC.

(v) **Financial Year**. The Financial Year end of Sunterra Farms Ltd. is December 31 and of Sunwold Farms Limited is October 31.

### 6.2 *Restatement and Survival of Representations and Warranties*

The representations and warranties of the Loan Parties set out in this Agreement and the other Loan Document are deemed to be restated at the time of each Advance, and shall survive each Advance and continue until all Outstanding Obligations have been satisfied and repaid in full and the Credit Facilities terminated.

## 7. Indemnities

### 7.1 *Indemnities*

(a) The Loan Parties shall at all times indemnify and hold FCC and its directors, officers, employees and agents harmless against and from any and all claims, liabilities, suits, actions, debts, damages, costs, losses, obligations, judgments, charges, and expenses, of any nature whatsoever suffered or incurred by any such party (including any reasonable costs and expenses of defending or denying same) under or on account of any (i) failure of the

Borrowers to pay any amount due under this Agreement on its due date; (ii) Event of Default or breach of any Environmental Law.

(b) The Borrowers acknowledge that FCC has agreed to make the Credit Facilities available in reliance upon the Loan Parties' indemnity in this Section. For this reason, it is the intention of the Loan Parties and FCC, that the provisions of this Section shall supersede any other provisions of this Agreement or any other Loan Document which might in any way limit the liability of the Loan Parties.

### 7.2 *Survival*

The obligations of the Loan Parties under this Section survives the payment of all Outstanding Obligations and the cancellation of the Credit Facilities.

## 8. Assignment and Participation

### 8.1 *Benefit of Agreement*

This Agreement shall enure to the sole benefit of and be binding upon the parties hereto (and not third party beneficiaries) and their respective successors and assigns, heirs, estate, executors and personal representatives, as applicable.

### 8.2 *Assignment by Loan Parties*

No Loan Party may assign or transfer any rights or obligations hereunder without the prior written consent of FCC which may be refused in the absolute discretion of FCC.

### 8.3 *Assignment by FCC*

From time to time FCC may sell or assign all or any part of its rights under this loan contract to a financial institution resident in Canada and FCC shall be released and discharged from its obligations hereunder. For the purposes of any such assignment FCC may disclose on a confidential basis to a potential assignee such information about any Borrower or Guarantor as FCC may see fit. The Borrowers must agree to execute and deliver, and to cause the Guarantor to execute and deliver, at the request and expense of FCC, such deeds, documents, instruments, and assurances as FCC may reasonably request in connection with any such assignment.

## 9. Miscellaneous

### 9.1 *Performance by FCC*

If any Loan Party fails to perform any of its obligations under any Loan Document, FCC may, but shall not be obligated to, perform any or all such obligations, and all costs, charges, expenses, fees, outlays and premiums incurred by FCC in connection with such performance shall be payable by the Borrowers forthwith upon demand by FCC and shall bear interest from the date incurred by FCC at the highest rate provided for in this Agreement calculated and compounded monthly

and payable on demand, with interest on overdue interest at the same rate. Any such performance by FCC shall not constitute a waiver by FCC of any right, power or privilege under the Agreement or any other document.

**9.2** ***Notice***

Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by prepaid registered mail to its address or by facsimile/telecopier to the number and to the attention of the person set forth below:

(a) In the case of any Loan Party or Loan Parties, a single notice to the address first above written in this Amended and Restated Credit Agreement.

(b) In the case of FCC:

Farm Credit Canada
Loan Administration Centre
12040 149th Street NW, 2nd Floor
Edmonton, AB T5V 1P2
Fax No 780.495.5665

**9.3** ***Statements and Reports***

All statements, reports, certificates, opinions, appraisals and other documents or information required to be furnished to FCC by the Borrowers under this Agreement shall be supplied by the Borrowers without any cost or expense to FCC.

**9.4** ***Severability***

If any provision of this Agreement is or becomes invalid or unenforceable, the remainder of this Agreement shall not be affected by such invalidity or unenforceability.

**9.5** ***Time of Essence***

Time is of the essence of this Agreement and any forbearance by FCC or any of the Loan Parties of the strict application of this provision shall not operate as a continuing or subsequent forbearance.

**9.6** ***Further Assurances***

Each Loan Party will upon the reasonable request of FCC, make, do, execute, and deliver such further acts, documents or assurances, as may be necessary in the opinion of FCC, acting reasonably, for implementing and carrying out the true intent and meaning of this Agreement.

**9.7** ***Replacement***

This Agreement supersedes and replaces all prior discussions, letters and credit agreements (if any) describing the terms and conditions of any credit facilities established by FCC in favour of the Borrowers.

**9.8** ***Canadian Currency***

All Credit Facilities have been made in Canadian dollars and the Borrowers agree to pay FCC in Canadian dollars unless otherwise agreed to in writing by FCC.

**9.9** ***Entire Agreement***

This Agreement contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings made by FCC or any of the Loan Parties other than those set forth in the Loan Documents.

**9.10** ***Conflict***

In the event of any conflict or inconsistency between the provisions contained in this Agreement and the provisions contained in any other Loan Document, then the provisions of this Agreement shall prevail.

**9.11** ***Counterparts; Execution***

This Agreement may be executed in any number of counterparts or by facsimile or PDF electronic counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

**9.12** ***Relationship to Parties***

The provisions contained in this Agreement shall not create or be deemed to create any relationship as between a Borrower and FCC other than that of borrower and lender or as between a Guarantor and FCC other than that of guarantor and lender.

**9.13** ***Amendments and Waivers***

(a) This Agreement may not be amended or modified in any respect except in accordance with the provisions hereof, and it is agreed between the parties that no amendment or modification of any provision of this Agreement will be effective unless it is in writing, signed by the Loan Parties and FCC. Notwithstanding the foregoing, the Borrowers hereby agree to make such amendments to this Agreement as may be reasonably requested by FCC to facilitate the granting by FCC of participations or assignments, provided that no such amendment shall have the effect of increasing any costs payable by the Borrowers or increasing the obligations of the Borrowers under this Agreement.

(b) No failure or delay, on the part of FCC, in exercising any right or power hereunder or under any Security Documents or any other Loan Document delivered to FCC shall operate as a waiver thereof. Each Guarantor, if applicable, agrees that the waiver of any provision of this Agreement may be made without the consent of any Guarantor.

**9.14** ***Review***

FCC shall conduct an annual review within 180 days following the Financial Year-end of the Borrowers, and otherwise as FCC may require in its discretion. The Loan Parties agree to deliver to FCC such information as FCC may request to satisfactorily complete the annual review. For all Loans, any default may result in, but not limited to, future Advances being restricted, an adjustment of interest rate, fees being charged or a change in the repayment terms of the Loans.

**9.15** ***Borrowers Confidentiality***

The Borrowers agree to keep the terms of this Agreement, including specifically the interest rate, strictly confidential and will not disclose the terms of this Agreement to any Person without FCC's prior consent. The Borrowers may disclose the terms of this Agreement to its legal, banking, accounting and business advisors on a need to know basis. The Loan Parties authorize FCC to obtain credit or other information about the Loan Parties and the Collateral, as well as exchange such information with:

(i) any financial institution, credit reporting agency or bureau rating agency, or Governmental Authority; and

(ii) anyone with whom the Loan Parties may have or propose to have financial dealings. The Loan Parties agree that FCC may use loan information for FCC's internal research and marketing purposes and that FCC may contact the Loan Parties regarding FCC's other products and services.

**9.16** ***FCC Confidentiality***

FCC agrees to use reasonable efforts to ensure that any financial statement or other information relating to the business, assets or condition, financial or otherwise, of any Loan Party which is delivered to FCC pursuant to this Agreement which is not publicly filed or otherwise made available to the public generally (and which is not independently known to FCC) will, to the extent permitted by law, be treated confidentially by FCC and will not, except with the consent of the Loan Party, be distributed or otherwise made available by FCC to any Person other than FCC's employees, authorized agents, counsel or other representatives required, in the opinion of FCC, to have such information.

**9.17** ***Evidence of Debt***

FCC shall maintain accounts and records evidencing the Outstanding Obligations. FCC's accounts and records shall constitute conclusive evidence of the Outstanding Obligations in the absence of manifest error.

**9.18** ***Joint and Several Liability***

Where more than one Person signs this Agreement as a borrower, each such Person is jointly and severally liable for and obligated to repay all Outstanding Obligations. Each Borrower acknowledges that it is fully responsible for all such Outstanding Obligations even though it may not have requested an Advance or received any proceeds from any Advance.

**9.19** ***Words and Phrases***

Where the context so requires, words importing the singular include the plural, and vice versa, and words importing gender include the masculine, feminine, and neuter genders.

**9.20** ***Headings and Table of Contents***

The table of contents and the headings of all articles, sections, and paragraphs herein are inserted for convenience of reference only and do not affect the interpretation of this Agreement.

**9.21** ***Accounting Practices***

In the event of any change in the Accounting Standards after the Closing Date, which results in a material change in the method of calculation of any financial covenant, or ratio, the Borrowers and FCC will negotiate in good faith to revise such financial covenant, or ratio to correspond to the original intention of the parties.

**9.22** ***Statutory References***

References herein to any statute means such statute as amended, re-enacted and/or consolidated from time to time and any successor statute thereto.

**9.23** ***Account Review and Right to Amend***

Loans may be reviewed periodically. For all loans, any default may result in, but not be limited to, future disbursements being restricted, an adjustment of interest rate, fees being charged or a change in the repayment terms of the Loans.

**9.24** ***Customer Declaration***

FCC acts with integrity, balancing business decisions with individual needs to achieve FCC's vision of sustainable growth and prosperity for Canada's agriculture industry.

FCC is committed to supporting the industry over the long-term and through all cycles. FCC works with customers to understand the material issues that they face and to help them identify and resolve issues in a way that generates a positive impact on society while minimizing the risks associated with their business.

FCC's committed partnership begins with complete disclosure on all aspects of the Borrowers' business.

FCC lends only to individuals or businesses with integrity who respect and adhere to applicable municipal bylaws, provincial and federal laws and regulations, who hold all permits and licenses required by law, and whose activities respect and care for:

(a) the environment by exercising reasonable care to safeguard the environment through stewardship of land, air quality, and water;

(b) animal welfare through application of the National Farm Animal Care Council (NFACC) Codes as a foundation for animal care;

(c) labour standards by upholding requirements set through Canada's labour laws including for seasonal workers; and willfully violate employee or human rights; and

(d) in general, society and human rights.

FCC does not lend to individuals or businesses who:

(a) willfully neglect applicable operating laws and regulations;

(b) engage in any money laundering activities or are involved in financing terrorist activities; or

(c) are involved in illegal or other activities that could harm FCC's reputation and/or do not align with FCC's expressed commitment to sustainability.

The Borrowers must disclose in writing to FCC if they:

(a) anticipate or are involved in any legal action, or any proceedings before any court, tribunal, board or agency or there are any unexecuted judgments rendered against them;

(b) are in default under any material contracts that affect their business or assets;

(c) have declared bankruptcy (discharged or undischarged) or have been the subject of other insolvency proceedings or proposals;

(d) have been in arrears in the payment of income, business or property taxes, GST, HST, sales tax, payroll deductions, or similar payment obligations;

(e) have been convicted of a criminal offence (except for a conviction for which a pardon has been granted);

(f) have undergone any type of investigation or have been accused or convicted of any offense related to fraud, money laundering or terrorist financing; or

(g) are aware of any of their directors, officers, shareholders, or partners being involved in any of the preceding issues, as applicable.

If the Borrowers fail to conduct its business in line with the integrity commitments and required disclosures set out above, FCC may consider this to be an Event of Default or cause to end any contractual relationship between the Borrowers and FCC. Specifically, FCC may decline to provide further financial services or make any further loan disbursements, terminate their loan(s), demand immediate repayment of any outstanding loan balance or other amount due by the Borrowers, or enforce FCC's interest in any property pledged to secure their loan.

**By executing this Agreement, the Borrowers:**

**(a) have read and affirm the integrity declaration;**
**(b) consent to FCC's collection, use, and disclosure of its personal information in the manner and for the purposes described above; and**
**(c) know of no reason FCC may have any concern with its business**

## Schedule B – Loan Specific Features

### Credit facility-specific terms and conditions

### A. Variable Interest Rate

The Variable Mortgage Rate is currently (8.20%) per annum but may change from time to time without prior notice to the Borrowers. The Borrowers agree that FCC's publication of its Variable Mortgage Rate in its offices shall be conclusive and binding between the parties to determine the rate of interest applicable to the Credit Facilities, as applicable.

Credit Facility 0000712352001 is an Advancer-Open Variable Mortgage Rate Loan (the "**Advancer Loan**").

> The interest rate applicable to Credit Facility 0000712352001 is the Variable Mortgage Rate, plus 0.25%, as established from time to time, during the term of Credit Facility 0000712352001 which matures on the applicable Maturity Date. Interest will begin accruing at the Variable Mortgage Rate, plus 0.25%, upon first disbursement of any portion of this Credit Facility 0000712352001.

Credit Facility 0000712352002 is a Fixed Rate Interest Loan.

> The interest rate applicable to Credit Facility 0000712352002 is 4.60% during the term of Credit Facility 0000712352002.

Credit Facility 0000714144001 is a Fixed Rate Interest Loan.

> The interest rate applicable to Credit Facility 0000714144001 is 4.90% during the term of Credit Facility 0000714144001.

### B. Product-Specific Clauses

#### 1. Advancer Loan

The Borrowers agree that the funds received under this Advancer Loan will be used only for agricultural purposes that are directly related to the Borrowers' operation.

The Borrowers agree to immediately advise FCC if any of the funds requested under this Advancer Loan are used for any type of construction, equipment installation, manure or waste handling, cleanup of contaminated land or water, or for the purpose of altering animal or plant habitat or for importing animals or genetic material of a non-domestic species. The Borrowers further agree to comply with all legal requirements for the holdback of funds on construction projects and any request to provide information about the environmental effects of such activities.

The Borrowers agree it will not permit any other mortgage or charge to be registered against the property provided as security for the Advancer Loan without first notifying FCC. The Borrowers further agree that if it becomes aware of any encumbrance being registered against the property, such as a builder's lien, construction lien, judgment or execution, it will immediately advise FCC.

The Borrowers agree that any charges such as builder's or construction liens (other than those being contested in good faith), executions or judgments, other mortgages, charges or caveats that are registered against the property which is the security for this Credit Facility, may be treated as an Event of Default under this Agreement and the Security Documents and agreements securing this Credit Facility. FCC may demand full payment of the Advancer Loan or alter the repayment terms of the Advancer Loan.

The Credit Facility 0000712352001 is a revolving loan, however all annual principal payments made as per the principal repayment schedule set out in Section 2.1 of this Agreement, on Credit Facility 0000712352001 shall constitute a permanent reduction of the availability thereunder. The payment amount is based on FCC fully disbursing the Credit Facility and the Borrower making the payments at the agreed-upon frequency. Any change to the amount disbursed or the frequency of payments will affect the amount of the Borrowers' required payments.

**Loans Repayable on Demand**

Advancer Loans are demands loans and are to be repaid in full and cancelled upon FCC's demand.

**Annual review and principal repayment**

The Borrowers' Credit Facilities will be reviewed annually. This review may result in future disbursements being restricted, the interest rate applicable to the Credit Facilities reviewed and adjusted, or the repayment terms adjusted to require the repayment of principal as well as interest.

At any time, FCC may, at its sole discretion, amend the repayment terms of the Advancer Loan to include repayment of principal as well as interest. If FCC requires repayment of principal as well as interest, the Borrowers will be given notice of such amendment including the new amount of each payment. Notice for the repayment of principal will generally be given only when the total owing on the loan exceeds 75 per cent of total security value. This value will be determined by a security value estimate completed by FCC. FCC will determine the amortization period for the calculation of the principal and interest payments and advise the Borrowers of the required payments and their frequency.

At any time after the applicable interest adjustment date, where a loan is an Advancer Loan – variable open rate and if the loan is not in default, the Borrowers may convert or change the term of all or part of the funds.

Disbursements can be made by phone, fax or in person by any one of the Borrowers, or by any person authorized, in writing, by all of the Borrowers.

After the initial disbursement of funds under the Advancer Loan, for the purposes approved as part of the initial credit facility application, the Borrowers agree to the following specific restrictions on the use of any additional Advancer Loan proceeds:

(a) none of the Advancer Loan proceeds will be used to pay any FCC debt; and

(b) none of the Advancer Loan proceeds will be used to pay any debt with other financial institutions.

**For Variable Real Property Loan**

**Variable Mortgage Rate Terms**

**Interest Rate Guarantee**
Variable Rate Loans have no interest rate guarantee.

**Prepayment**
The Borrowers may pay out an Open Variable Mortgage Rate Loan or an Advancer Loan – Variable Open Loan at any time in part or in whole, without cost, during its term.

Any prepayments to a Variable Mortgage Rate Loan are subject to an additional prepayment charge equal to three months interest on the amount prepaid at the interest rate in effect on the applicable loan as of the date of prepayment. Variable Mortgage Rate Loans include an annual pre-payment privilege of ten percent (10%) of the disbursed loan, provided the loan is not in default. This annual prepayment privilege can be exercised at any time during each calendar year (January 1 – December 31).

**Convertibility**
Any loan that has an Open Variable Mortgage Rate term may be converted to any other available mortgage interest term upon payment of a conversion fee.

Any loan that has a Variable Mortgage Rate term may be converted to any available Fixed mortgage interest term upon payment of a Conversion Fee.

"**Conversion Fee**" means the fee payable by the Borrowers to FCC, in an amount determined by FCC, to convert the loan to a different type of product.

**Terming Out (*Advancer Loan only*)**
At any time after the applicable interest adjustment date, where a loan is on an "Advancer Loan – Variable Open" rate and if the loan is not in default, the Borrowers may convert (Term-Out) all or part of the funds to a new loan with any mortgage rate and term available on any other FCC loan product generally available at the time of such conversion. Any such conversion shall be evidenced by the Borrowers signing FCC's prescribed form and the payment of FCC's then current conversion (Term-Out) fee per loan.

***Schedule C – Definitions***

In this Agreement, the following terms have the meanings set out below:

"**256 APC**" has the meaning in subsection (d) of the definition of "Permitted Sale of Assets".

"**256 Lands**" has the meaning in subsection (d) of the definition of "Permitted Sale of Assets".

"**256 Purchase Transaction**" has the meaning in subsection (d) of the definition of "Permitted Sale of Assets".

"**Accounting Standards**" means Canadian generally accepted accounting principles as set forth in Parts I or II of the CPA Canada Handbook - Accounting of the Chartered Professional Accountants of Canada.

"**Acquisition**" means any transaction, or any series of related transactions, after the Original Closing Date, by which any Loan Party, directly or indirectly:

(a) acquires any business or substantially all of the property and assets of any Person engaged in any business; or

(b) acquires Control of a Person.

"**Advance**" means an advance under any Credit Facility by FCC.

"**Affiliate**" means with respect to any Person, any Person which, directly or indirectly, Controls or is Controlled by or is under common Control with that Person.

"**Applicable Law**" means (a) any domestic or foreign statute, law, regulation, restriction or by-law, (b) any regulatory policy, practice, guideline or directive, or (c) any authorization, permit or other approval of any Governmental Authority.

"**Business Day**" means any day other than Saturday or Sunday, on which FCC's corporate office in Regina, Saskatchewan, is open for normal business.

"**Closing Date**" means the date first written above, being the date on which the conditions precedent set out in Section 1.1 of Schedule A have been satisfied (or waived in the sole discretion of FCC).

"**Collateral**" means all real and personal property now owned or hereafter acquired by any Loan Party and all proceeds upon which FCC has, or is entitled to have, any Lien under any of the Security Documents.

"**Control**" means the possession, directly or indirectly, of the power to direct the management or policies of a Person, whether by voting power, contract or otherwise.

"**Core Business**" means agri-business including businesses related to or ancillary to the agricultural and food processing industries and the current operations of the Loan Parties.

"**Credit Facilities**" means all loans and credit facilities established by FCC in favour of the Borrowers from time to time and "**Credit Facility**" means any of them as the context requires.

"**Deemed Year**" has the meaning in Section 3.3(a) of Schedule A.

"**Default**" means any event or condition that would constitute an Event of Default except for giving of any notice, passage of time, or both.

"**Echo APC**" has the meaning in subsection (c) of the definition of "Permitted Sale of Assets".

"**Echo Lands**" has the meaning in subsection (c) of the definition of "Permitted Sale of Assets".

"**Echo Purchase Transaction**" has the meaning in subsection (c) of the definition of "Permitted Sale of Assets".

"**Environmental Law**" means any common law and any federal, provincial or municipal Applicable Law relating to the environment, occupational health and safety.

"**Equity Securities**" means any and all shares, stock or units of any Person or other equivalents (however designated and whether voting and non-voting).

"**Event of Default**" has the meaning in Section 5.1 of Schedule A.

"**Financial Year**" means, with respect to any Loan Party, the 12-month fiscal period on which such Loan Party reports it annual financial results in accordance with the Accounting Standards.

"**Governmental Authority**" means any nation, federal government, province, municipality or other political subdivision of any of the foregoing and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"**Guarantee**" means any absolute or contingent liability of a Person under any guarantee, agreement, endorsement or other obligation to be or become obligated for any Indebtedness of any other Person.

"**Indebtedness**" means, with respect to any Person, (i) an obligation for borrowed money, (ii) an obligation for the deferred purchase price of property or services, (iii) a capitalized lease obligation, (iv) a guarantee, indemnity, or financial support obligation, (v) an obligation secured by a Lien on any property of such Person, or (vi) a redeemable share in the capital of such Person.

"**Lien**" means any mortgage, security interest, hypothec, title retention, pledge, assignment, charge or other encumbrance whatsoever.

"**Loans**" means the loans under the Credit Facilities, and "**Loan**" means any one of them as the context requires.

"**Loan Documents**" means, collectively, this Agreement, the Security Documents and all other documents, instruments and agreements in favour of FCC related hereto.

"**Material Adverse Effect**" means an adverse effect on: (i) the business, property, assets, liabilities, operations, condition (financial or otherwise), affairs or prospects of the Loan Parties taken as a whole; (ii) the ability of the Loan Parties, taken as a whole, to perform their obligations under any of the Loan Documents; and (iii) the ability of FCC to enforce its rights and remedies under any of the Loan Documents.

"**Original Closing Date**" means September 18, 2020.

"**Outstanding Obligations**" means: (i) all outstanding Advances, (ii) all due and unpaid interest, fees, charges, indemnities and expenses in respect of this Agreement and any other Loan Document required to be paid by any Loan Party to FCC, and (iii) all other indebtedness, liabilities and obligations of any Loan Party to FCC.

"**Permitted Acquisitions**" means acquisitions by any one or more of the Loan Parties which satisfy all of the following conditions:

(a) the target must be in a similar or complimentary line of Core Business as the Loan Parties and reside in Canada;

(b) the Acquisition must be non-hostile and the target must become a wholly-owned Subsidiary of one of the Loan Parties;

(c) the acquired entity and its assets must be used in a Loan Party's Core Business;

(d) prior written approval from FCC must have been obtained;

(e) the Loan Parties must be in compliance with all terms of this Agreement;

(f) FCC has received financial information, in form and substance satisfactory to FCC, prior to the entry into of the Acquisition agreement demonstrating pro forma compliance by the Borrowers with the financial covenants set out in this Agreement for the next four (4) fiscal quarters following completion of the Acquisition;

(g) within 30 days of closing the Acquisition, the applicable Loan Party will provide FCC with a Lien on all property of the acquired entity; and

(h) at the time of and immediately after making any such Acquisition, no Default or Event of Default has occurred and is continuing or would result therefrom.

"**Permitted Sale of Assets**" means a Sale of Assets by any Loan Party which is:

(a) in the ordinary course of its business upon customary credit terms, provided that for greater certainty, "ordinary course of its business" shall not include any intercompany transfers to any Affiliate or Subsidiary of a Loan Party outside of Sunterra Farms Ltd., Sunwold Farms Limited, Sunterra Farms Iowa, Inc., and Sunwold Farms, Inc.;

(b) the disposition of land and buildings, machinery, equipment or inventory which is surplus, obsolete or worn-out;

(c) the sale of certain lands identified in Schedule F by a (*) (the "**Echo Lands**") pursuant to the terms of an agricultural purchase contract dated April 8, 2024 between Echo Sand Ranching Ltd., as purchaser, and Sunterra Farms Ltd., as vendor (the "**Echo APC**"), provided that 30% of the sale proceeds are used to repay the Outstanding Obligations under Credit Facility 0000712352001 (the "**Echo Purchase Transaction**");

(d) the sale of certain lands identified in Schedule F by a (**) (the "**256 Lands**") pursuant to the terms of an agricultural purchase contract dated April 5, 2024 between 2562805 Alberta Inc., as purchaser, and Sunterra Farms Ltd., as vendor (the "**256 APC**"), provided that 30% of the sale proceeds are used to repay the Outstanding Obligations under Credit Facility 0000712352001 (the "**256 Purchase Transaction**");

(e) the sale of certain other lands and equipment as agreed to from time to time by FCC, provided that 30% of such sale proceeds are used to repay the Outstanding Obligations under Credit Facility 0000712352001 (the "**Other Purchase Transactions**"); and

further provided that in respect of subsections (c), (d) and (e) above, the remaining 70% of such sale proceeds are used in compliance in all material respects with the following uses (FCC acknowledging that funds can be moved between Sunterra Farms Ltd., Sunwold Farms Limited, Sunwold Farms, Inc. and Sunterra Farms Iowa, Inc.), or as otherwise consented to by FCC:

| **Use of Funds** | **Amount** |
|---|---|
| Sunterra Farms Ltd. and Sunwold Farms Limited, less FCC Security Amendment Fee and legal fees of FCC's counsel | $5,500,000 |
| Sunwold Farms, Inc. and Sunterra Farms Iowa, Inc. | $4,800,000 |
| Sunterra Quality Food Markets Inc. | $2,200,000 |
| Trochu Meat Processors Ltd. | $1,500,000 |

(f) otherwise specifically approved by FCC in writing.

"**Permitted Indebtedness**" means the following Indebtedness:

(a) the Outstanding Obligations;

(b) current accounts payable and accrued expenses arising in the ordinary course of business;

(c) any Indebtedness incurred or assumed to finance all or any part of the acquisition price of any asset acquired by the Loan Parties or to finance all or any part of the cost of any improvement to any asset of any of the Loan Parties. provided that, the Loan Parties are in compliance with the financial covenants set out in this Agreement;

(d) capital lease obligations provided that, the Loan Parties are in compliance with the financial covenants set out in this Agreement;

(e) a Guarantee of any Permitted Indebtedness of any Loan Party;

(f) Indebtedness under a loan agreement, as contemplated in an inter-creditor agreement referenced in Section 3.6(a) of this Agreement, with Canadian Western Bank, provided that the Loan Parties are in compliance at all times with the financial covenants set out in this Agreement;

(g) Indebtedness with Compeer Financial, PCA (formerly known as Agstar Financial Services, PCA) owing by Sunterra Farms Iowa, Inc. and Sunwold Farms, Inc., provided that the Loan Parties are in compliance at all times with the financial covenants set out in this Agreement;

(h) Subordinated Debt; provided that, the subordinated lender has executed and delivered a subordination and postponement agreement satisfactory to FCC; and

(i) other Indebtedness in respect of which FCC has provided its prior written consent.

"**Permitted Liens**" means the following Liens:

(a) easements, rights of way, encroachments, restrictive covenants, servitudes or other similar rights in land granted to or reserved by other Persons which do not detract from the value of the said properties or impair their use;

(b) security or deposits given to a public utility or any Governmental Authority in connection with the operations of a Person in the ordinary course of its business;

(c) reservations, limitations, provisos and conditions expressed in any original grants from the Crown;

(d) any lien for taxes or assessments not yet due or, if due, are being contested and for which a reasonable reserve satisfactory to FCC has been provided;

(e) any builders, carriers, warehouse, contractors, suppliers, mechanics or similar liens arising in the ordinary course of business so long as the charges secured thereby are not yet due or, if due, are being contested and for which a reasonable reserve satisfactory to FCC has been provided;

(f) undetermined or inchoate liens, privileges, hypothecs or charges arising in the ordinary course of business which have not at such time been filed;

(g) Liens or deposits to secure the performance of bids, tenders, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature (other than for borrowed money) incurred in the ordinary course of business;

(h) A Lien securing a Purchase Money Obligation;

(i) Liens in favour of FCC in respect of the Outstanding Obligations;

(j) Liens in favour of Agriculture Financial Services Corporation, Canadian Western Bank, Mountain View Credit Union Limited and Compeer Financial, PCA (formerly known as Agstar Financial Services, PCA); provided that, any such Liens are subject to the Inter-creditor Agreement between FCC and the aforementioned parties, which is and remains in effect at all times; and

(k) any Liens in respect of which FCC has given its prior written consent, provided that: (i) the designation in any Loan Document of a Lien as a "Permitted Lien" is not an acknowledgment by FCC that the Lien has priority over the Liens of FCC against any one or more of the Loan Parties or their respective assets.

"**Person**" means an individual, partnership, corporation, trust, unincorporated organization, government or any department or agency thereof or any other entity.

"**Property**" has the meaning in 3.1(c).

"**Receiver**" means a receiver or a receiver and manager and includes an interim receiver under the *Bankruptcy and Insolvency Act* (Canada).

"**Sale of Assets**" means the sale, lease, transfer, assignment or other disposition of all or any portion of the business, assets, rights, revenues or property of any Person.

"**Security Documents**" means all guarantees, mortgages, hypothecs, security agreements, pledges, assignments and charges executed by any Loan Party in favour of FCC whether on, before or after the date of this Agreement, which by their terms or the terms of this Agreement are intended to secure payment and performance of the Outstanding Obligations.

"**Subordinated Debt**" means Indebtedness of any Loan Party (a) the primary terms of which are all satisfactory to FCC in its sole discretion, (b) which has been validly postponed and subordinated in right of payment and collection to the repayment in full of the Outstanding Obligations to the satisfaction of FCC, and (c) all security, if any, held for such Indebtedness has been fully subordinated and postponed to the Security Documents to the satisfaction of FCC.

"**Subsidiary**", with respect to a Person, a Person directly or indirectly Controlled by the first Person.

"**Sunterra Group**" means all of the Loan Parties, being the Borrowers and the Guarantors.

"**Taxes**" means all taxes, rates, levies, imposts, assessments, government fees, dues, duties, deductions, withholdings and similar impositions paid or payable to any Governmental Authority.




**Schedule D – COMPLIANCE CERTIFICATE**

*PROTECTED*

**To: Farm Credit Canada ("FCC")** **Date: _____**

**From: Sunterra Farms Ltd. and Sunwold Farms Limited (the "Borrowers")**

Re: Third amended and restated agreement among the Borrowers, FCC and others dated June 14, 2024 (as amended, restated, modified or replaced, the "**Credit Agreement**") and annual review engagement financial statements, annual audited financial statements, and annual notice to reader financial statements for the applicable Loan Parties for the period ending _____ ____, 20__.

Capitalized terms used, but not defined in this Compliance Certificate take their meaning from the Credit Agreement.

I, _____, hereby certify for and on behalf of the Borrowers, that:

1. I am an officer of the Borrowers and I make these representations, warranties and certifications knowing that FCC will be relying on them in extending or continuing to extend credit under the Credit Facilities in favour of the Borrowers under the Credit Agreement.

2. I am familiar with and have examined the provisions of the Credit Agreement and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrowers.

3. In accordance with the terms of the Credit Agreement, attached hereto are:

   (a) annual audited financial statements (on a consolidated basis) for the Sunterra Group, including the combined results for Sunterra Farm Enterprises Ltd., Sunterra Food Corporation and Sunterra Enterprises Inc.;

   (b) annual budget for the Sunterra Group, including, proposed capital expenditures and a cash flow forecast for the upcoming year;

   (c) annual review engagement financial statements (on a consolidated basis) for Sunterra Farm Enterprises Ltd.;

   (d) annual review engagement financial statements (on a consolidated basis) for Sunterra Enterprises Inc.;

   (e) annual review engagement financial statements (on a consolidated basis) for Sunterra Food Corporation;

   (f) annual compilation engagement financial statements (on a standalone basis) for Sunwold Farms Limited;

(g) annual compilation engagement financial statements (on a standalone basis) for Sunwold Farms, Inc.;

(h) annual compilation engagement financial statements (on a standalone basis) for Sunterra Farms Ltd.;

(i) annual compilation engagement financial statements (on a standalone basis) for Sunterra Quality Food Markets Inc.;

(j) annual compilation engagement financial statements (on a standalone basis) for Sunterra Beef Ltd.;

(k) annual compilation engagement financial statements (on a standalone basis) for Sunterra Farms Iowa, Inc.;

(l) annual review engagement financial statements for Lariagra Farms Ltd. and Lariagra Farms South Inc. (on a standalone basis);

(m) annual review engagement financial statements for Soleterra d'Italia Ltd. (on a standalone basis);

(n) annual review engagement financial statements for Sunterra Farms Greenhouse Ltd. (on a standalone basis); and

(o) quarterly consolidated in-house financial reporting for Sunterra Farms Ltd, Sunwold Farms Limited, Lariagra Farms Ltd. (Canada) and Sunwold Farms Inc., Sunterra Farms Iowa Inc. and Lariagra Farms South Inc. (USA), including a monthly variance to budget report (as per Sunterra Group 2024 Forecast 1), to be provided on or before the 25th of the month following each quarter end (commencing Q2 2024).

for the period ending _____ ____, 20___.

We [are/are not] in compliance with all financial covenants set out in the Credit Agreement for such period end. The calculations made to determine compliance were the following:

| **Financial Covenant** | **Calculation** | **Compliance** |
|---|---|---|
| **Debt Service Coverage Ratios** | | |
| The Debt Service Coverage Ratio calculated for the Sunterra Group, including the combined results for Sunterra Farm Enterprises Ltd., Sunterra Food Corporation and Sunterra Enterprises Inc., on a consolidated basis, will not be less than 1.00:1.00 at the 2024 Financial Year-end and each Financial Year-end thereafter. To be tested annually. | See Attached | [Yes/No] |

4. I have further reviewed the Credit Agreement and confirm that the Borrowers [are/are not] in compliance with all of the reporting and monitoring covenants and all other covenants and conditions of the Credit Agreement for the period ending _____ ____, 20__ .

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5. I have further reviewed the Credit Agreement and have no knowledge of the occurrence of any Events of Default thereunder or any event that, with the passage of time, would constitute an Event of Default.

6. No events, circumstances or developments have arisen that would have a Material Adverse Effect or would cause any information or other matter previously disclosed to FCC by or on behalf of the Borrowers or any of its affiliates, representatives or advisers to be incorrect in any material and adverse respect as at and immediately following the date of such financial statements or the date of delivery of the last Compliance Certificate.

**SUNTERRA FARMS LTD.**

By: DocuSigned by: Ray Price
Name: Ray Price
Title: Director

I have authority to bind the Corporation

**SUNWOLD FARMS LIMITED**

By: DocuSigned by: Ray Price
Name: Ray Price
Title: Director

I have authority to bind the Corporation

**Schedule E – Pre-Authorized Payment Authority (the "Authority")**

**1. Bank Account Information (A voided cheque must accompany this Authority)**

Account No.: | | | | | | | | | | | | | | | |

Sunterra Farms Ltd.
Branch: 0309
Institution: 030
Account: 1010267649

**2. Pre-authorized Payment Details**

| Payment Type | Payment Amount | Payment Start Date | Frequency | Loan |
|---|---|---|---|---|
| Auto | As per payment schedule | | | 0000712352001 |
| Auto | As per payment schedule | | | 0000712352002 |
| Auto | As per payment schedule | | | 0000714144000 |

The Borrowers hereby irrevocably instruct and authorize FCC to debit the above bank account (the "**Account**") with the above specified payments for the purpose of repaying the Credit Facilities and all other Outstanding Obligations to FCC. A specimen cheque for the Account has been marked "void" and attached to this Authority. The Borrowers undertake to inform FCC, in writing, of any change in the Account information provided in this Agreement prior to the next due date of the pre-authorized payment.

Account holder to Initial

**The Borrowers waive the pre-notification requirements of the Payments Canada, including the Borrowers right to receive pre-notification of the amount and/or date of any pre-authorized payments. The Borrowers agree that they do not require advance notice of the amount and/or date of any pre-authorized payments before the debit is processed.** The Borrowers acknowledge that FCC may send them payment notices, but that these payment notices do not constitute the pre-notification requirements of the Payments Canada.

The above payment(s) are made for business purposes.

FCC reserves the right to cancel this Authority at its discretion and without notice. This Authority may be cancelled at any time upon notice being provided by the Borrowers, either in writing or orally with proper authorization to verify the Borrowers identity, to FCC within 30 days before the next payment is to be made. The Borrowers may obtain a sample cancellation form, or more information on its rights to cancel this Authority, by contacting its financial institution or by visiting www.payments.ca.

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The Borrowers have certain recourse rights if any debit does not comply with this Authority. For example, the Borrowers have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Authority. To obtain more information on the Borrowers recourse rights, the Borrowers may contact its financial institution or visit. www.payments.ca.

The Borrowers may contact FCC to make inquiries or obtain information about this Authority at:

Farm Credit Canada
Customer Service Centre
1800 Hamilton Street, P.O. Box 4320
Regina, SK S4P 4L3

Telephone: 1-888-332-3301
Fax: 1-306-780-8919
email: csc@fcc-fac.ca

The Borrowers warrant and guarantee that they are duly authorized, in accordance with their account agreement at the financial institution identified above, to debit the Account.

**DATED** June 14, 2024

**SUNTERRA FARMS LTD.**

DocuSigned by:

By: Ray Price
379A6F49053E493...

Name: Ray Price
Title: Director

I have authority to bind the Corporation

**SUNWOLD FARMS LIMITED**

DocuSigned by:

By: Ray Price
379A6F49053E493...

Name: Ray Price
Title: Director

I have authority to bind the Corporation

## Schedule F – Mortgaged Properties

**Section 3.1(a)**

| | |
|---|---|
| 1. | **MERIDIAN 4 RANGE 26 TOWNSHIP 29<br>SECTION 18<br>QUARTER SOUTH WEST<br>EXCEPTING THEREOUT ALL MINES AND MINERALS |
| 2. | **MERIDIAN 4 RANGE 26 TOWNSHIP 29<br>SECTION 18<br>QUARTER NORTH WEST<br>EXCEPTING THEREOUT ALL MINES AND MINERALS<br>AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS |
| 3. | *MERIDIAN 4 RANGE 26 TOWNSHIP 29<br>SECTION 17<br>QUARTER NORTH WEST<br>EXCEPTING THEREOUT ALL MINES AND MINERALS<br>AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS |
| 4. | *MERIDIAN 4 RANGE 26 TOWNSHIP 29<br>SECTION 17<br>QUARTER SOUTH EAST<br>CONTAINING 64.7 HECTARES (160) ACRES MORE OR LESS<br>EXCEPTING THEREOUT:<br>HECTARES (ACRES) MORE OR LESS<br>8.25 (20.4)<br>A) PLAN 9111210 SUBDIVISION<br>EXCEPTING THEREOUT ALL MINES AND MINERALS |
| 5. | *MERIDIAN 4 RANGE 26 TOWNSHIP 29<br>SECTION 17<br>QUARTER NORTH EAST<br>EXCEPTING THEREOUT ALL MINES AND MINERALS<br>AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS |
| 6. | *MERIDIAN 4 RANGE 26 TOWNSHIP 29<br>SECTION 17<br>QUARTER SOUTH WEST<br>EXCEPTING THEREOUT ALL MINES AND MINERALS<br>AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS |
| 7. | *MERIDIAN 4 RANGE 26 TOWNSHIP 29<br>SECTION 22<br>QUARTER SOUTH EAST<br>EXCEPTING THEREOUT ALL MINES AND MINERALS<br>AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS |
| 8. | **MERIDIAN 4 RANGE 26 TOWNSHIP 29<br>SECTION 16<br>QUARTER SOUTH EAST<br>EXCEPTING THEREOUT ALL MINES AND MINERALS<br>AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS |
| 9. | **MERIDIAN 4 RANGE 26 TOWNSHIP 29<br>SECTION 18<br>QUARTER SOUTH EAST<br>EXCEPTING THEREOUT ALL MINES AND MINERALS |
| 10. | *MERIDIAN 4 RANGE 26 TOWNSHIP 30<br>SECTION 2<br>QUARTER NORTH WEST<br>EXCEPTING THEREOUT ALL MINES AND MINERALS |

| | |
|---|---|
| | AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS |
| 11. | **MERIDIAN 4 RANGE 26 TOWNSHIP 29<br>SECTION 27<br>QUARTER SOUTH WEST<br>CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS<br>EXCEPTING THEREOUT THE EXTRA ROADWAY ON PLAN 4152HJ CONTAINING 1 ACRE MORE OR LESS<br>EXCEPTING THEREOUT ALL MINES AND MINERALS<br>AND THE RIGHT TO WORK THE SAME |
| 12. | *MERIDIAN 4 RANGE 26 TOWNSHIP 29<br>SECTION 27<br>QUARTER SOUTH EAST<br>CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS<br>EXCEPTING:<br>PLAN NUMBER HECTARES ACRES (MORE OR LESS)<br>ROADWAY 4152HJ 0.405 1.00<br>EXCEPTING THEREOUT ALL MINES AND MINERALS |
| 13. | MERIDIAN 4 RANGE 26 TOWNSHIP 29<br>SECTION 18<br>QUARTER NORTH EAST<br>EXCEPTING THEREOUT ALL MINES AND MINERALS<br>AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS |
| 14. | *FIRST<br>THE NORTH WEST QUARTER OF SECTION 36<br>IN TOWNSHIP 27<br>RANGE 17<br>WEST OF THE FOURTH MERIDIAN<br>CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS<br>EXCEPTING THEREOUT:<br>PLAN NUMBER HECTARES (ACRES)<br>ROAD 8911885 0.743 (1.84)<br>EXCEPTING THEREOUT ALL MINES AND MINERALS<br><br>SECOND<br>THE NORTH EAST QUARTER OF SECTION 36<br>IN TOWNSHIP 27<br>RANGE 17<br>WEST OF THE FOURTH MERIDIAN<br>CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS<br>EXCEPTING THEREOUT:<br>PLAN NUMBER HECTARES (ACRES)<br>ROAD 8911885 0.624 (1.54)<br>EXCEPTING THEREOUT ALL MINES AND MINERALS<br><br>THIRD<br>MERIDIAN 4 RANGE 17 TOWNSHIP 27<br>SECTION 36<br>QUARTER SOUTH EAST<br>EXCEPTING THEREOUT ALL MINES AND MINERALS<br>AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS |
| 15. | MERIDIAN 4 RANGE 17 TOWNSHIP 27<br>SECTION 36<br>QUARTER SOUTH WEST<br>EXCEPTING THEREOUT ALL MINES AND MINERALS<br>AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS |

| | |
|---|---|
| 16. | THE NORTH WEST QUARTER OF SECTION 16<br>TOWNSHIP 27<br>RANGE 16<br>WEST OF THE FOURTH MERIDIAN<br>CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS<br>EXCEPTING THEREOUT:<br>PLAN NUMBER HECTARES ACRES<br>ROAD 9111744 0.390 0.96<br>EXCEPTING THEREOUT ALL MINES AND MINERALS |
| 17. | THE SOUTH WEST QUARTER OF SECTION 16<br>TOWNSHIP 27<br>RANGE 16<br>WEST OF THE FOURTH MERIDIAN<br>CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS<br>EXCEPTING THEREOUT:<br>PLAN NUMBER HECTARES ACRES<br>ROAD 7710098 0.405 1.00<br>ROAD 9111744 0.388 0.96<br>EXCEPTING THEREOUT ALL MINES AND MINERALS |
| 18. | MERIDIAN 4 RANGE 16 TOWNSHIP 27<br>SECTION 17<br>QUARTER NE<br>CONTAINING 65.2 HECTARES (161 ACRES) MORE OR LESS<br>EXCEPTING THEREOUT:<br>HECTARES (ACRES) MORE OR LESS<br>A) PLAN 9111744 ROAD 0.405 1.00<br>EXCEPTING THEREOUT ALL MINES AND MINERALS |
| 19. | MERIDIAN 4 RANGE 16 TOWNSHIP 27<br>SECTION 17<br>QUARTER SE<br>CONTAINING 65.2 HECTARES (161 ACRES) MORE OR LESS<br>EXCEPTING THEREOUT:<br>HECTARES (ACRES) MORE OR LESS<br>A) PLAN 911174 ROAD 0.405 1.00<br>EXCEPTING THEREOUT ALL MINES AND MINERALS |
| 20. | MERIDIAN 4 RANGE 15 TOWNSHIP 28<br>SECTION 14<br>QUARTER NORTH WEST<br>CONTAINING 64.3 HECTARES (159 ACRES) MORE OR LESS<br>EXCEPTING THEREOUT:<br>PLAN NUMBER HECTARES ACRES MORE OR LESS<br>ROAD WIDENING 2767JK 0.405 1.00<br>EXCEPTING THEREOUT ALL MINES AND MINERALS |
| 21. | MERIDIAN 4 RANGE 24 TOWNSHIP 24<br>SECTION 3<br>QUARTER NORTH EAST<br>CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS<br>EXCEPTING THEREOUT:<br>HECTARES (ACRES) MORE OR LESS<br>A) PLAN 0915104 - PLAN (AREA A) 3.42 8.45<br>EXCEPTING THEREOUT ALL MINES AND MINERALS<br>AND THE RIGHT TO WORK THE SAME |
| 22. | MERIDIAN 4 RANGE 24 TOWNSHIP 24<br>SECTION 10<br>QUARTER SOUTH EAST<br>EXCEPTING THEREOUT ALL MINES AND MINERALS |

| | |
|---|---|
| | AND THE RIGHT TO WORK THE SAME<br>AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS |
| 23. | **MERIDIAN 4 RANGE 26 TOWNSHIP 29<br>SECTION 28<br>QUARTER NORTH EAST<br>EXCEPTING THEREOUT ALL MINES AND MINERALS<br>AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS |

*To be discharged upon completion of the Echo Purchase Transaction.

**To be discharged upon completion of the 256 Purchase Transaction.

**Section 3.1(b)**

| | |
|---|---|
| 1. | PLAN 0826146<br>BLOCK 1<br>LOT 1<br>EXCEPTING THEREOUT ALL MINES AND MINERALS<br>AREA: 5.11 HECTARES (12.63 ACRES) MORE OR LESS |
| 2. | MERIDIAN 5 RANGE 3 TOWNSHIP 42<br>SECTION 34<br>QUARTER SOUTH EAST<br>EXCEPTING THEREOUT ALL MINES AND MINERALS<br>AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS |
| 3. | MERIDIAN 5 RANGE 3 TOWNSHIP 43<br>SECTION 5<br>QUARTER SOUTH WEST<br>CONTAINING 65.8 HECTARES (162.48 ACRES) MORE OR LESS<br>EXCEPTING THEREOUT: 2.02 HECTARES (4.99 ACRES) MORE OR LESS<br>SUBDIVIDED UNDER PLAN 8322049<br>EXCEPTING THEREOUT ALL MINES AND MINERALS |

**Section 3.1(c)**

| | |
|---|---|
| 1. | MERIDIAN 4 RANGE 27 TOWNSHIP 29<br>SECTION 35<br>THAT PORTION OF THE NORTH EAST QUARTER<br>DESCRIBED AS FOLLOWS:<br>COMMENCING AT A POINT ON THE NORTH BOUNDARY OF SAID QUARTER SECTION<br>617 FEET WESTERLY THEREON FROM THE NORTH EAST CORNER THEREOF<br>THENCE SOUTHERLY AND AT RIGHT ANGLES THERETO 1131 FEET<br>THENCE WESTERLY AND PARALLEL TO THE SAID NORTH BOUNDARY 963 FEET<br>THENCE NORTHERLY AND AT RIGHT ANGLES TO THE SAID NORTH BOUNDARY<br>TO A POINT THEREON<br>THENCE EASTERLY THEREON TO THE POINT OF COMMENCEMENT<br>CONTAINING 10.1 HECTARES (25 ACRES) MORE OR LESS<br>EXCEPTING THEREOUT ALL MINES AND MINERALS<br>AND THE RIGHT TO WORK THE SAME |

This is Exhibit "G" referred to in the Affidavit (or statuary declaration) of Arthur Luis sworn (or affirmed or declared) before me this 5 day of September, 2025

A Commissioner for Oaths in and for Alberta

Scott Chimuk
Barrister & Solicitor

Farm Credit Canada Canada

## Loan Agreement

Province of Agreement: Alberta

Customer number: 0200524772

Date: 2018-01-22

**Name of Borrower(s):**

Lariagra Farms Ltd.

**Name of Guarantor(s):**

Sunterra Farms Ltd

J.S. Ferraro & Co. Inc.

Dear Sir/Madam:

**Farm Credit Canada** ("FCC" **or** "us" **or** "we" **or** "our") **is pleased to confirm to**

Lariagra Farms Ltd.

("you" **or** "your" **or the** "Borrower") **a new Credit Facility(ies) (the** "Credit Facility" **or** "New Credit Facility") **totaling $3,500,000.00.**

Each New Credit Facility is subject to the terms and conditions set out in this credit contract and the attached Schedules (collectively, the **"Loan Agreement"** or **"Agreement"**). If a conflict arises between any clause of this Agreement and the attached Schedules, the information in the body of this Agreement shall prevail over the information in the attached Schedules.

### 1. New Credit Facility information

#### 1.1 New Credit Facility details

(a) New Credit Facility number: 0000666428000

| Credit facility details | |
|---|---|
| Loan number | 0000666428001 |
| Principal amount | $3,500,000.00 |
| Credit facility type | RPL |
| Interest type | Variable Open |
| Product type | Flexi - Loan |
| Term | 5 year(s) 0 month(s) |
| Amortization period | 10 year(s) 0 month(s) |
| Interest rate (subject to Interest Rate Guarantee provisions below) | 5.2 % |
| 90% Disbursement Date | |
| Loan Approval Expiry Date | 2018-07-20 |
| Balance Due Date | 2023-07-04 |

The payment schedule for Loan number(s) 0000666428001 is (are) contained in the Payment Schedule Calculation attached to this Agreement.

### 1.2 Payee details

You request that FCC pay the Credit Facility funds to:

| Payee name | Purpose | Amount |
|---|---|---|
| Gowling WLG (Canada) LLP | Real Estate - Land Purchase | $3,485,000.00 |
| FCC | FCC - Credit Facility Processing Fee | $15,000.00 |

You acknowledge that FCC retains the discretion to advance all Credit Facility funds to the solicitor's trust account, despite your above request.

### 1.3 Conditions precedent

Prior to FCC making any advance under this Agreement the following conditions precedent must be satisfied in form and substance acceptable to FCC.

**1.3.1** FCC shall have completed its environmental risk assessment process and, if required, received a satisfactory Phase 1 or 2 environmental assessment.

**1.3.2** You shall provide FCC with a copy of all unanimous shareholders agreements relating to Lariagra Farms Ltd.

**1.3.3** Copy of a signed accepted purchase agreement.

**1.3.4** Confirmation of an operating credit facility satisfactory to FCC

**1.3.5** Copy of the beginning balance sheet of J.S. Ferraro & Company Inc.

**1.3.6** Copy of contractual arrangements between Canadian and USA operations.

**1.3.7** Evidence that all operating permits, licenses and other approvals are satisfactory based on current operations.

**1.3.8** Maximum FCC financing at 80% of FCC real property valuation to a maximum financing of $3,500,000.00

**1.3.9** Liability insurance of not less than $5,000,000.00 per occurrence.

## 2. Security

### 2.1 Security for the Credit Facility

**Real/Immovable Security**

(1) You will grant FCC a mortgage/immovable hypothec, registered as a First charge against the following property:

- Plan 0826146, Blk 1, Lot 1

(2) You will grant FCC a mortgage/immovable hypothec, registered as a First charge against the following property:

- SE 34-42-3 W5

(3) You will grant FCC a mortgage/immovable hypothec, registered as a First charge against the following property:

- SW 5-43-3 W5

**Personal/Movable security**

(1) You will grant FCC a security interest/movable hypothec as a Second charge in all of your present and after acquired personal/movable property.

**Guarantees**

A Guarantee of J.S. Ferraro & Co. Inc. will be: Limited to $1,000,000.00

A Guarantee of Sunterra Farms Ltd will be: Limited to $1,000,000.00

**2.2 Acknowledgement and confirmation of security**

Where existing mortgages, hypothecs, security agreements, guarantee agreements or instruments are being reused to secure this Loan Agreement (collectively, the "Security Documents"), each Borrower and each Guarantor who have provided any of them hereby (i) reaffirms the covenants and agreements contained in each of the Security Documents to which it is party, (ii) reconfirms that all such Security Documents are of continuous nature and shall continue to be in full force and effect notwithstanding any changes since the day they were given, including a change in its name or the release of one or multiple of the initial grantor(s) of the Security Documents, and (iii) ratifies and confirms all such Security Documents in all respects and agrees to continue to be fully liable under the Security Documents to which it is a party.

## 3. Covenants

### 3.1 Financial Covenants

For as long as this or any other loan or credit agreement you have with FCC is in place, you shall maintain the following financial covenants:

**Lariagra Farms Ltd.**

**3.1.1** The Debt Service Coverage Ratio calculated for Lariagra Farms Ltd. on a standalone basis, at its fiscal year-end will not be less than 1.25:1.0 'Debt Service Coverage' is defined as Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA) divided by interest expense and current portion of long-term debt (future period).

**3.1.2** Debt to Equity Ratio calculated for Lariagra Farms Ltd. on a standalone basis, at its fiscal year-end will not exceed 2.50:1.0 'Debt to Equity Ratio' is defined as Total Debt divided by Equity. 'Total Debt' is defined as total balance sheet debt [not including postponed shareholder loans or deferred taxes].
'Equity' is defined as share capital plus retained earnings plus postponed shareholder loans minus inter-company advances or receivables and minus inter-company investments (unless approved by FCC) and minus intangible assets.

General - All financial covenants shall be calculated in accordance with the accounting standard employed by the applicable party whether that be i) Canadian Generally Accepted Accounting Principles, or ii) International Financial Reporting Standards. These financial covenants replace all previous financial covenants contained in any other credit or loan agreements you have with FCC. If a conflict arises between any of these financial covenants and those contained in any previous loan or credit agreement with FCC, these shall prevail. This clause shall survive the termination or expiry of this Agreement and remain in force unless and until replaced in a future credit or loan agreement.

**3.2 Financial Statements and Monitoring**

You agree to provide financial statements and any other information about your respective business when, and in the form, requested by us.

For as long as this or any other loan or credit agreement you have with FCC is in place, you shall deliver or cause to be delivered to FCC the following financial information:

**3.2.1** Annual Notice to Reader financial statements for Sunterra Farms Ltd. within 120 days of its fiscal year-end on a standalone basis.

**3.2.2** Annual Notice to Reader financial statements for J.S. Ferraro & Co. Inc. within 120 days of its fiscal year-end on a standalone basis.

**3.2.3** Annual Review Engagement financial statements for Lariagra Farms Ltd. within 120 days of its fiscal year-end on a standalone basis.

**3.3 Fees for Breach of Covenant**

**Reporting and Monitoring Default Fees**
If you breach a Reporting and Monitoring Covenant, you will pay FCC a default fee of: $1,000.00 dollars per breach.

**Annual Review and Non-Compliance Risk Adjustment Fees:**
If you breach a Financial Covenant you will pay to FCC a risk adjustment fee equal to: 15 basis points ( .150 %) of the credit facility balance at fiscal year end.

Fees represent FCC's liquidated damages, not penalties, to compensate FCC for the higher than forecast risk and/or non-performance of a covenant. Liquidated damages means the parties acknowledge and agree that this fee is a reasonable estimation of the actual damages suffered by FCC upon a breach contemplated by this section, and that you will pay the fee to FCC in the event of such a breach. You acknowledge that the precise amount of FCC's actual damages would be extremely difficult to calculate and that the fees set out in the Agreement represent a reasonable estimate of the actual damages and effort incurred by FCC in responding to a breach. Fees are due on demand. Payment of a fee does not cure a default and does not affect our remaining rights under this Agreement or any other document.

**4. Fees**

**4.1 Credit Facility processing fee**

**(a)** A non-refundable credit facility processing fee of $15,000.00 will be retained by us from the Credit Facility funds.

**5. Financial Information**

FCC has collected accountant prepared financial statements.

You agree that all financial information you provide to FCC in any form and at any time is accurate, complete and current as of the date it is provided. You understand that if you provide any financial information that is untrue, inaccurate, not current or incomplete, FCC has the right to treat this as a default and may, among other remedies available to FCC under this Agreement, terminate your Loan and demand its immediate repayment.

## 6. Acceptance

If this Agreement is acceptable to you, please sign in the space indicated below and return it to us by April 20, 2018 (the "Credit Facility Acceptance Date"), after which this Agreement shall be null and void (unless extended in writing by us). Each Borrower of a New Credit Facility must sign this Agreement in that capacity.

Dated this _____ day of _____, 2018, at _____
in the Province of Alberta.

**Borrower - Corporation/company**

Lariagra Farms Ltd. (Print corporate/company name),

by Ray Price (Print name of person signing on behalf of the corporation/company)

Director (Print title of person signing on behalf of the corporation/company)

_____
(Signature of person signing on behalf of the corporation/company)
I have authority to bind the corporation/company.

(Corporate seal if available)

**Guarantor - Corporation/company**

Sunterra Farms Ltd (Print corporate/company name),

by Ray Price (Print name of person signing on behalf of the corporation/company)

Director (Print title of person signing on behalf of the corporation/company)

_____
(Signature of person signing on behalf of the corporation/company)
I have authority to bind the corporation/company.

(Corporate seal if available)

**Guarantor - Corporation/company**

J.S. Ferraro & Co. Inc. (Print corporate/company name),

by _____ (Print name of person signing on behalf of the corporation/company)

_____ (Print title of person signing on behalf of the corporation/company)

_____
(Signature of person signing on behalf of the corporation/company)
I have authority to bind the corporation/company.

(Corporate seal if available)

Farm Credit Canada

_____

(Employee signature)

Harvey Bellanger, Sr. Relationship Manager
#110, 6900 Taylor Dr.
Red Deer, AB T4P 1K4
Phone: 403-340-4200
Fax: 403-340-4227
Email: harvey.bellanger@fcc.ca

## Schedule A - Standard Credit Facility Terms and Conditions

### 1. Your Representations and Warranties

#### 1.1 General Representations and Warranties

You represent and warrant to us, and acknowledge that we are relying on these representations and warranties in making the Credit Facility to you, as follows:

(a) if a corporation, you are duly incorporated, validly existing and duly registered or qualified to carry on business in the province(s) you operate and that the execution, delivery and performance by you of this Agreement, and all related documents, have been duly authorized by all necessary actions and do not violate your constating documents or any applicable laws or agreements to which you are subject or by which you are bound;

(b) this Agreement and all related documents have been executed and delivered by you, and constitute valid and binding obligations on you, and are enforceable in accordance with their respective term;

(c) any financial information you have given us, in any form, is complete, current and accurately presents your financial position as of the date it is provided, and there has been no material adverse change in your business or financial condition or any material adverse change in your business or financial condition has been immediately disclosed to FCC.

(d) you have good and marketable title to all property given as security for the Credit Facility (the "Property"), free and clear of any encumbrances, other than as specifically set out in this Agreement;

(e) you are in compliance with all applicable laws;

(f) all factual information you have given us for any purpose in connection with this Agreement is true, complete and accurate in every material respect, as of the date thereof, and that information is not incomplete by the omission of any material fact necessary to make that information not misleading;

(g) you are not in default of any other agreement for a credit facility or debt instrument with FCC or any other financial institution;

(h) you possess all intellectual property rights and licences necessary for the ownership, maintenance and operation of your business and the Property and you are not in violation of any rights of another entity in this respect; and

(i) you have filed and paid all government remittances as required by law and shall continue to do so for so long as the Credit Facility is outstanding.

#### 1.2 Environmental Representations and Warranties

You represent and warrant to us, and acknowledge that we are relying on these representations and warranties in making the Credit Facility to you, as follows:

(a) you shall, at your cost, comply with all relevant environmental laws applicable to your operation, including those relating to the management, handling and clean-up of hazardous substances;

(b) the Property has not and shall not be used to store any hazardous substances above or below ground, except in the normal course of your business at the time of this Agreement and any such storage in the normal course shall comply with any laws, regulations or by-laws pertaining to safe storage and/or handling of such hazardous substances;

**(c)** no hazardous substances have or will be released into the environment from the Property, except as permitted by law;

**(d)** there are no existing or threatened legal proceedings or investigations in relation to any hazardous substance affecting the Property or any environmental matter generally affecting your operation;

**(e)** you shall advise us of any circumstance involving a hazardous substance or breach of environmental law on or near the Property or affecting your operation of which you may become aware;

**(f)** you must remedy any adverse environmental condition affecting the Property or operations and remove any hazardous substance at your expense within a reasonable time as determined by us. If you fail to do so, we may, but are not obligated to, take steps to remedy this environmental condition and remove such hazardous substance and any costs, expenses or damages incurred by us shall be added to the Credit Facility;

**(g)** you shall, at your cost, provide us with any environmental information respecting the Property, as and when requested by us;

**(h)** you shall promptly provide us with a copy of any and all environmental reports and environmental monitoring data, affecting or relating to any of your operations or the Property, that has been provided to regulatory authorities or that has been requested by us;

**(i)** you shall reimburse us for any loss we suffer as a result of any breach by you of these representations and warranties and any costs incurred in conducting any environmental audits, assessments, investigations or other information-gathering that we may reasonably require in respect of the Property and operation and shall allow us, or any third party retained by us, to gather environmental information concerning the Property and operation, including but not limited to allowing the third party to attend at the Property, take samples and obtain information concerning the Property and your operation from any regulatory authorities; and

**(j)** this section survives the expiry or cancellation of this Agreement, the release of the Property as security for the Credit Facility, and the final satisfaction of any indebtedness or liability you owe to us.

## 2. Commitment and Disbursement

### 2.1 Conditions Precedent

We require the following before we will advance any funds under any New Credit Facilites:

**(a)** an executed copy of this Agreement;

**(b)** all security required herein, in form and substance satisfactory to us, registered as required to perfect and maintain the security created thereby and such certificates, authorizations, resolutions and legal opinions as we may reasonably require; and

**(c)** such financial and other information or documents relating to you or your Guarantors as we may reasonably require.

### 2.2 Use of Your Credit Facility

You agree to use the Credit Facility only for the purposes described in this Agreement.

### 2.3 Undisbursed Funds

Any portion of a Loan that is not disbursed by the Loan Approval Expiry Date may be cancelled at our option.

### 2.4 Proof of Debt

You agree that our accounting records provide final proof of the state of your Loans, including the principal balance outstanding, interest calculations and payment dates.

## 3. Interest

### 3.1 Interest Rate Guarantee

If a Variable Interest Type has been chosen, there is no Interest Rate Guarantee for the related Loan.

### 3.2 Interest

#### (a) Interest Calculations and Compounding Period

Interest on each Loan shall be calculated on the daily outstanding balance of such Loan from (and including) the date it is advanced until (but excluding) the date it is repaid in full. The rates of interest per annum are expressed on the basis of a 365 or 366 day year, as applicable. Interest owing on a Real Property Loan shall be compounded semi-annually, not in advance. Interest owing on a Personal Property Loan shall be compounded on each payment date (for example, interest shall be compounded monthly if payments are made monthly). All such interest shall be payable both before and after maturity, default and judgment on the amount outstanding from day to day until payment is made.

#### (b) Changes in Our Variable Rate

Each change in our variable interest rate shall cause an immediate and automatic adjustment in any variable interest rate applicable under this Agreement, from the effective date of the change, calculated in accordance with our usual practices, and without notification to you.

### 3.3 Convertibility

(a) "Conversion Fee" means the fee payable by you to FCC, in an amount determined by FCC, to convert your Loan to a different type of product.

(b) An Open Variable Real Property Loan may be converted, at any time, upon payment of the Conversion Fee, to any other available Mortgage product offered by FCC.

(c) A Variable Mortgage Rate Loan may be converted, at any time, upon payment of the Conversion Fee, to any Mortgage product offered by FCC, except the Open Variable Mortgage Product.

### 3.4 Applicable Interest Rate

Loan 0000666428001 is a/an Flexi - Loan Mortgage Rate Loan.

The interest rate applicable to Loan 0000666428001 will be FCC's Variable Mortgage Rate + 1.7500%, as established from time to time, (hereafter called the "Variable Rate") during the term of this Loan which matures on the Balance Due Date. Interest will begin accruing at the Variable Rate upon first disbursement of any portion of this Loan.

The Variable Mortgage Rate is currently 3.4500 % per annum but may change from time to time without prior notice to You. You agree that FCC's publication of its Variable Mortgage Rate in its offices shall be conclusive and binding between the parties to determine the rate of interest applicable to Your Credit Facility.

## 4. Payment

### 4.1 Pre-authorized payments

If you have pre-authorized payments, you must comply with all requirements to make your loan payments by way of pre-authorized payments.

### 4.2 Payment Application

If you are not in default, we will apply each payment to the appropriate Loan first to pay outstanding fees and other charges, second to pay the interest due, and third to reduce the outstanding principal. If you are in default on any Loan, we can apply each Loan payment as we see fit.

### 4.3 Payment Adjustment

We may adjust the stipulated payments of principal and interest for any Loan with a variable interest rate, as a result of changes in the interest rate, to ensure that the principal outstanding is being paid as originally intended under this Agreement.

### 4.4 Prepayments

#### (a) Prepayment Fee

If you wish to prepay any Loan during the Term then, to the extent permitted by law, you must pay a prepayment fee equal to the greater of: (a) three months interest on the amount being prepaid at the interest rate applicable to the Loan, or (b) the amount of interest lost by FCC over the remaining Term of the Loan on the amount being prepaid, as determined in accordance with FCC's standard practices.

#### (b) Prepayment Privileges

**Variable-Open and Fixed-Open rates.** You may prepay all or a part of these Loans at any time, without notice or penalty.

## 5. Your Duties

### 5.1 Business Plan and Financial Statements

You agree to conduct your business according to any business plan that was approved by us. You also agree to provide financial statements and any other information about your business when, and in the form, requested by us.

### 5.2 Taxes and Other Charges

You agree to pay all property taxes, licence or permit fees and other charges, including those collectible as property taxes such as local improvement charges and municipal hail insurance premiums, owing in respect of the Property or the operation of your business. If we ask, you agree to provide us with proof that any such charges have been paid. If you fail to pay any of these charges, we may do so on your behalf and the charges/amounts paid shall be added to the Credit Facility.

**5.3 Insurance**

(a) **Required Insurance** - You must keep all policies of insurance (e.g. life insurance, key man insurance, business interruption insurance) that are required as a condition precedent to this Credit Facility in place during the Term of this Agreement, in the amount and on the terms detailed in this Agreement. You must keep all real and personal property pledged as security for this credit facility (the "Property") fully insured against such perils and in such manner as would be customarily insured by a borrower carrying on a similar business or owning similar property, including but not limited to: (i) property insurance on an "all-risks" replacement cost basis (including extended perils coverage) on the Property and all buildings, equipment and other property used in the operation of your business; (ii) broad-form boiler and machinery insurance for all of your boilers, pressure vessels, machinery and air conditioning equipment; (iii) comprehensive commercial general liability insurance against claims for personal injury, bodily injury, and property damage occurring on, in, or about the lands and buildings and covering all of your operations, such insurance shall be in an amount not less than the credit facility amount, not less than replacement value or an amount acceptable to FCC per occurrence, and (iv) any other insurance required by this Agreement.

(b) **Policy Particulars** - Each insurance policy and insurance company must be approved by us. Each insurance policy must require that 15 days advance written notice shall be given to us in the event of any cancellation or material adverse change to the policy. Each insurance policy for a Real Property Loan must include the standard mortgage clause, in a form accepted by the Insurance Bureau of Canada or its successor, and loss payable clause stating that the insurance proceeds are payable to us, in a form acceptable to us. If we ask, you must provide us with a certified copy of each insurance policy. As further security, you hereby assign all insurance proceeds to us. If you fail to maintain any of the insurance required by this Agreement, we may do so on your behalf and the charges/amounts shall be added to the Credit Facility.

(c) **Damage to Property** - If any damage or loss to the Property occurs, you must notify us immediately. At our option, we may apply any insurance proceeds to repair or replace the Property or to reduce or repay all or a part of any Loan.

**5.4 General Obligations**

You agree:

(a) not to sell any of the Property without our written consent, except in the ordinary course of your business;

(b) to operate your business in a diligent manner;

(c) not to reduce share capital or make any distributions of assets or redeem, purchase or otherwise retire or pay off any shares of present or future capital stock;

(d) not to enter into any consulting agreement or contract with a shareholder or other non-arm's-length party or entity unless on prevailing market rates and you disclose all such related party contracts and expenses annually as part of the annual review documentation; and

(e) to keep the Property in good condition and not to do anything that lowers the value of the Property. If you do not maintain the good condition and value of the Property, we may enter and take any action we consider necessary to restore the Property. Any cost of taking such action may be added to the Credit Facility.

**5.5 Legal Proceedings and Business Changes**

You shall promptly notify us in writing if any material litigation, arbitration, action, suit or other proceeding is commenced or, to the knowledge of any of your officers or directors, is threatened against you and you shall promptly notify us in writing of any material adverse change in your business, financial or otherwise.

### 5.6 Other Fees and Charges

You shall pay us the fees and other charges set out in this Agreement. You shall also pay us all reasonable fees (including legal fees on a solicitor-and-client or full indemnity basis) and out-of-pocket expenses that we may incur in making, administering, reviewing, amending or enforcing our rights under this Agreement. We may demand immediate payment of such fees and other charges or add them to any one of your outstanding Loan amounts. You must also pay interest on any fees and other charges from the date we demand payment until paid, at the Variable Mortgage interest rate then in effect plus 4%.

## 6. Default

### 6.1 Events of Default

Each of the following shall be an event of default under this Agreement:

**(a)** you fail to make any payment required by this Agreement or fail to do anything else you agreed to do under this Agreement;

**(b)** you fail to complete or proceed with any construction required by this Agreement in a continuous and vigorous manner and according to proper building standards;

**(c)** a builders, construction, commercial, mechanic or similar lien is registered against the Property;

**(d)** any information you or any of your Guarantors provided to us prior to the making of this Credit Facility or any verbal or written representation, financial, environmental or otherwise, is untrue at the time given or any representation or warranty you provide is breached during the term of this Agreement;

**(e)** there is a change in your voting control, operation, ownership, officers, directors, partners or name without our written consent;

**(f)** we, in good faith and upon commercially reasonable grounds, believe that the prospect of repayment of the Loan or performance of your obligations under this Agreement is or is about to be impaired or any of the Property is or is about to be in jeopardy;

**(g)** you or any of your Guarantors cease to carry on business or threaten to do so;

**(h)** you or any of your Guarantors become insolvent or bankrupt or take advantage of any law to protect you from your creditors;

**(i)** an order is made or a resolution is passed for the winding-up, liquidation or dissolution of you or any of your Guarantors;

**(j)** any of your Guarantors terminate any further or continuing liability under a Guarantee;

**(k)** any person or entity other than us takes possession of any of the Property (whether by appointment of a receiver, receiver and manager or otherwise) or takes any steps to repossess or sell the Property;

**(l)** an execution judgment, writ, attachment or similar process is registered against you or the Property;

**(m)** a mortgage, hypothec, security interest or any other interest, right or charge affecting the Property is registered against the Property without our approval;

**(n)** you default in the performance of any obligation contained in any other loan or credit contract with us or any security document granted to us; or

(o) you are in default under the terms of any credit facility you have with any other financial institution.

### 6.2 Notice of and Remedies upon Default

You agree to give us written notice within 30 days of an event of default occurring. If an event of default occurs, we may, at our option, decline to make any further Loan disbursements, terminate some or all of your Loans, and demand immediate repayment of any outstanding Loan balances and other amounts due under this Agreement. We may also take any action against you permitted under the Agreement, any security document or at law, including commencing legal actions against you and any one or all of your Guarantors and enforcing our security against the Property.

### 6.3 Payment on demand in the event of misrepresentation, fraud or lack of integrity or if an Advancer loan or FCC Credit Line

The Credit Facility and all indebtedness owing by You shall be repaid in full and the Credit Facility will be cancelled if the Borrower or any Guarantor has made any misrepresentation to FCC, has committed fraud against FCC, if FCC becomes aware that the Borrower or any Guarantor has acted in a manner that calls into question their integrity and as a result will negatively impact FCC's reputation if FCC were to continue to do business with the Borrower or Guarantor or if the Borrower ceases to operate or operate materially in its core business, as determined by FCC in its sole discretion. Also, if this Credit Facility involves an Advancer loan or FCC Credit Line, it is agreed that those loans are demand loans and are to be repaid in full upon FCC's demand.

### 6.4 Non-Merger

If we take any action requiring you to comply with any part of this Agreement or any part of any other credit contract or security document, or obtain a judgment against you, it shall not affect our remaining rights under this Agreement or any other document. Our rights under this Agreement are cumulative and are in addition to and not in substitution for any right, power or remedy available at law or in equity.

## 7. Extension of Loan

If there is no written agreement in force extending or altering the terms of this agreement on Your Balance Due Date and FCC is not taking steps to recover Your Loan or has not advised You that Your Loan will not be extended, Your Loan may be automatically extended on the following terms:

- the applicable loan extension fee will be charged to Your Loan account;
- the payment periods will be the same;
- the interest rate and term will be those stated in a communication that we will send You prior to the Balance Due Date; and
- FCC will advise You of the interest rate and Your payment amounts

## 8. Our Rights

### 8.1 Indemnity

You shall reimburse us for all losses, liabilities, claims, damages or expenses, including legal fees (on a solicitor-and-client or full indemnity basis), incurred by us in connection with the entry into and performance of this Agreement or the use of the Credit Facility funds.

### 8.2 Right of Inspection

You agree to allow us or our representatives, from time to time, to visit and inspect your premises, properties and assets, including the Property, to examine and obtain copies of your records and to discuss your affairs with your auditors, legal counsel and any other of your professional advisors.

### 8.3 Release Information

You authorize us to obtain credit or other information about you, and the Property from, and we may, during the Term of the Credit Facility, exchange such information with: (a) any financial institution, credit reporting agency, rating agency, credit bureau, governmental body or regulatory authority; and (b) anyone with whom you may have or propose to have financial dealings. You also agree that we may use your Loan information for our internal research and marketing purposes and that we may contact you regarding our other products and services.

### 8.4 Account Review and Right to Amend

Your Loans may be reviewed periodically. For all Loans, any default may result in, but not be limited to, future disbursements being restricted, an adjustment of your interest rate, fees being charged or a change in the repayment terms of your Loans.

## 9. General

### 9.1 Joint and Several Liability

Where more than one person signs this Agreement as a Borrower, the obligations of each Borrower shall be joint and several.

### 9.2 Signature

You agree that this Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement.

### 9.3 Further Assurances

You agree to sign any additional agreements or documents that we may require in the future to give effect to this Agreement and any security required by us.

### 9.4 Right of Set-Off

(a) **You Shall Not Set-Off** - You agree that your obligation to make payments under this Agreement is absolute and unconditional and shall not be affected by any right of set-off, compensation, counterclaim or other right which you have or believe you have against us.

(b) **We May Set-Off** - We have a right of set-off. This means that we may apply any and all credits, deposits and other indebtedness we receive for you to reduce or pay any obligation or liability you owe to us under this Agreement. We will give you a written notice that we have exercised this right.

**9.5 Successors, Assigns and Enurement**

We may assign all or a part of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement without our prior written consent. This Agreement shall be binding upon and enure to the benefit of you and your successors and permitted assigns.

**9.6 Notice**

You agree that any notice given under this Agreement must be in writing and delivered to the address set out under your signature above. Any party may change its designated address by giving written notice of the change to the other parties.

**9.7 Governing Law**

This Agreement shall be governed by the laws of the Province of Alberta, and the laws of Canada applicable therein. You agree to submit to the jurisdiction of the Province of Alberta.

**9.8 Amendment and Waiver**

You may not amend or waive any part of this Agreement without our written consent. No failure or delay by us to exercise any of our rights or powers under this Agreement is a waiver of our right to do so in the future.

**9.9 Severability**

If any part of this Agreement is or becomes prohibited or unenforceable in any jurisdiction, that part shall be severed and shall not invalidate or affect any of the other parts of this Agreement.

**9.10 Time**

Time shall be of the essence in all provisions of this Agreement.

**9.11 Interpretation**

This Agreement is to be read with all changes in gender or number as required by context.

**9.12 Compliance with Laws**

You shall obtain and comply with all necessary municipal, provincial and federal laws, including obtaining all required business, building, expansion, operating and other permits and licenses. You agree that the Property complies with all zoning and building by-laws and other regulations.

### 9.13 Customer Declaration

FCC acts with integrity, balancing business decisions with individual needs to achieve our vision of sustainable growth and prosperity for Canada's agriculture industry.

Our committed partnership begins with complete disclosure on all aspects of your business. We lend only to individuals with personal integrity. We do not lend to those whose business or other activities will negatively impact FCC's reputation and detract from the corporation's ability to attract and retain other customers.

For example, FCC will not finance people or businesses that:

- attempt to defraud FCC by inflating the value of land or equipment that they pledge as security, or otherwise mislead FCC as to the true value of their assets;
- deliberately violate provincial or federal laws or regulations regarding the care and treatment of animals;
- deliberately or recklessly pollute the environment;
- are involved in grow-ops;
- willfully violate employee or human rights;
- are otherwise engaged in activities that could harm FCC's reputation and commitment to promoting the interests of ordinary, ethical producers and agribusiness operators in Canada.

**Before obtaining FCC financing, we require:**

- your acknowledgement that you have read this statement;
- your confirmation that you know of no reason why FCC may have any concern with your business;
- your confirmation that you are not involved in any of the examples listed above.

### 9.14 Canadian Currency

All Credit Facilities have been made in Canadian dollars and you agree to pay us in Canadian dollars unless the Specific Credit Facility Features state otherwise.

### 9.15 Entire Agreement

Notwithstanding any verbal representations you have made to FCC with respect to your financial information, this Agreement, the security and any other written agreements delivered pursuant to or referred to in this Agreement constitute the whole and entire agreement between you and us with respect to the Credit Facilities. There are no verbal agreements, undertakings or representations.

**Schedule B - Standard loan features**

**1. Flexi Loans**

Loan number: 0000666428001

Following one complete year of principal and interest payments commencing after complete loan disbursement, you are allowed up to 1 principal holidays over the duration of the loan. If your loan contains real property security, only one principal holiday may be taken in each 5 year period of the loan term (i.e. 1 principal holiday in years 1-5 of the term, 1 principal holiday in years 6-10 of the term, etc.). Interest only payments are required during this period. Each principal holiday period may not exceed one year in duration and must be followed by principal and interest payments matching the duration of the principal holiday prior to taking another one. The request for a principal holiday must be made at least 30 days prior to the payment coming due and the loan payments must be current. Standard loan amendment fees apply.

**Payment Schedule Calculation**

LAND TITLE CERTIFICATE

This is Exhibit " H " referred to in the Affidavit (or statuary declaration) of Andrew Price sworn (or affirmed or declared) before me this 5 day of September, 2025

A Commissioner for Oaths in and for Alberta

Scott Chimuk
Barrister & Solicitor

S

| LINC | SHORT LEGAL |
|---|---|
| 0018 992 008 | 4;15;28;14;NW |

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 15 TOWNSHIP 28
SECTION 14
QUARTER NORTH WEST
CONTAINING 64.3 HECTARES (159 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

| PLAN | NUMBER | HECTARES | ACRES | MORE OR LESS |
|---|---|---|---|---|
| ROAD WIDENING | 2767JK | 0.405 | 1.00 | |

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: SPECIAL AREA 2

REFERENCE NUMBER: 981 109 826

REGISTERED OWNER(S)

| REGISTRATION | DATE(DMY) | DOCUMENT TYPE | VALUE | CONSIDERATION |
|---|---|---|---|---|
| 001 224 075 | 10/08/2000 | TRANSFER OF LAND | $58,000 | $58,000 |

OWNERS

SUNTERRA FARMS LTD.
OF PO BOX 266
ACME
ALBERTA T0M 0A0

ENCUMBRANCES, LIENS & INTERESTS

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| 871 105 759 | 22/06/1987 | CAVEAT<br>RE : EASEMENT<br>CAVEATOR - DUCKS UNLIMITED CANADA.<br>302, 10335 - 172 ST., EDMONTON<br>ALBERTA |

( CONTINUED )

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| | | AGENT - N MONEY |
| 991 314 464 | 27/10/1999 | UTILITY RIGHT OF WAY<br>GRANTEE - EAST CENTRAL GAS CO-OP LTD. |
| 191 236 582 | 20/11/2019 | MORTGAGE<br>MORTGAGEE - FARM CREDIT CANADA.<br>2ND FLOOR, 12040-149 STREET NW<br>EDMONTON<br>ALBERTA T5V1P2<br>ORIGINAL PRINCIPAL AMOUNT: $25,000,000 |
| 201 163 768 | 10/09/2020 | AMENDING AGREEMENT<br>AMOUNT: $40,000,000<br>AFFECTS INSTRUMENT: 191236582 |

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 11 DAY OF APRIL, 2025 AT 10:48 A.M.

ORDER NUMBER: 53402554

CUSTOMER FILE NUMBER:

*END OF CERTIFICATE*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

LAND TITLE CERTIFICATE

S

| LINC | SHORT LEGAL | TITLE NUMBER |
|---|---|---|
| 0019 603 745 | 4;16;27;16;NW | 971 313 004 +6 |

LEGAL DESCRIPTION

THE NORTH WEST QUARTER OF SECTION 16
TOWNSHIP 27
RANGE 16
WEST OF THE FOURTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

| PLAN | NUMBER | HECTARES | ACRES |
|---|---|---|---|
| ROAD | 9111744 | 0.390 | 0.96 |

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: SPECIAL AREA 2

REFERENCE NUMBER: 971 035 349

---

REGISTERED OWNER(S)

| REGISTRATION | DATE(DMY) | DOCUMENT TYPE | VALUE | CONSIDERATION |
|---|---|---|---|---|
| 971 313 004 | 21/10/1997 | TRANSFER OF LAND | | SEE INSTRUMENT |

OWNERS

SUNTERRA FARMS LTD.
OF PO BOX 266
ACME
ALBERTA T0M 0A0
(DATA UPDATED BY: CHANGE OF NAME 051264786)

---

ENCUMBRANCES, LIENS & INTERESTS

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| 021 173 979 | 22/05/2002 | CAVEAT<br>RE : PIPELINE RIGHT OF WAY<br>CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED.<br>ATTN: SURFACE LAND |

( CONTINUED )

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| | | BOX 6926, STN D<br>CALGARY<br>ALBERTA T2P2G1<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 041101765)<br>(DATA UPDATED BY: CHANGE OF NAME 061290348)<br>(DATA UPDATED BY: CHANGE OF NAME 081259250)<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 181142025) |
| 191 236 582 | 20/11/2019 | MORTGAGE<br>MORTGAGEE - FARM CREDIT CANADA.<br>2ND FLOOR, 12040-149 STREET NW<br>EDMONTON<br>ALBERTA T5V1P2<br>ORIGINAL PRINCIPAL AMOUNT: $25,000,000 |
| 201 163 768 | 10/09/2020 | AMENDING AGREEMENT<br>AMOUNT: $40,000,000<br>AFFECTS INSTRUMENT: 191236582 |

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 11 DAY OF APRIL, 2025 AT 10:48 A.M.

ORDER NUMBER: 53402554

CUSTOMER FILE NUMBER:

*END OF CERTIFICATE*

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LAND TITLE CERTIFICATE

S

| LINC | SHORT LEGAL | TITLE NUMBER |
|---|---|---|
| 0019 603 753 | 4;16;27;16;SW | 971 313 004 +3 |

LEGAL DESCRIPTION

THE SOUTH WEST QUARTER OF SECTION 16
TOWNSHIP 27
RANGE 16
WEST OF THE FOURTH MERIDIAN
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXEPTING THEREOUT:

| PLAN | NUMBER | HECTARES | ACRES |
|---|---|---|---|
| ROAD | 7710098 | 0.405 | 1.00 |
| ROAD | 9111744 | 0.388 | 0.96 |

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: SPECIAL AREA 2

REFERENCE NUMBER: 971 035 347

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REGISTERED OWNER(S)

| REGISTRATION | DATE(DMY) | DOCUMENT TYPE | VALUE | CONSIDERATION |
|---|---|---|---|---|
| 971 313 004 | 21/10/1997 | TRANSFER OF LAND | | SEE INSTRUMENT |

OWNERS

SUNTERRA FARMS LTD.
OF PO BOX 266
ACME
ALBERTA T0M 0A0
(DATA UPDATED BY: CHANGE OF NAME 051264786)

---

ENCUMBRANCES, LIENS & INTERESTS

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| 021 173 979 | 22/05/2002 | CAVEAT<br>RE : PIPELINE RIGHT OF WAY<br>CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED. |

( CONTINUED )

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| | | ATTN: SURFACE LAND<br>BOX 6926, STN D<br>CALGARY<br>ALBERTA T2P2G1<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 041101765)<br>(DATA UPDATED BY: CHANGE OF NAME 061290348)<br>(DATA UPDATED BY: CHANGE OF NAME 081259250)<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 181142025) |
| 191 236 582 | 20/11/2019 | MORTGAGE<br>MORTGAGEE - FARM CREDIT CANADA.<br>2ND FLOOR, 12040-149 STREET NW<br>EDMONTON<br>ALBERTA T5V1P2<br>ORIGINAL PRINCIPAL AMOUNT: $25,000,000 |
| 201 163 768 | 10/09/2020 | AMENDING AGREEMENT<br>AMOUNT: $40,000,000<br>AFFECTS INSTRUMENT: 191236582 |

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 11 DAY OF APRIL, 2025 AT 10:47 A.M.

ORDER NUMBER: 53402554

CUSTOMER FILE NUMBER:

REGISTRAR OF LAND TITLES

*END OF CERTIFICATE*

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LAND TITLE CERTIFICATE

S

| LINC | SHORT LEGAL | TITLE NUMBER |
|---|---|---|
| 0019 603 711 | 4;16;27;17;NE | 971 313 004 +5 |

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 16 TOWNSHIP 27
SECTION 17
QUARTER NE
CONTAINING 65.2 HECTARES( 161 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

| | HECTARES | (ACRES) MORE OR LESS |
|---|---|---|
| A) PLAN 9111744 ROAD | 0.405 | 1.00 |

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: SPECIAL AREA 2

REFERENCE NUMBER: 971 035 347 +2

---

REGISTERED OWNER(S)

| REGISTRATION | DATE(DMY) | DOCUMENT TYPE | VALUE | CONSIDERATION |
|---|---|---|---|---|
| 971 313 004 | 21/10/1997 | TRANSFER OF LAND | | SEE INSTRUMENT |

OWNERS

SUNTERRA FARMS LTD.
OF PO BOX 266
ACME
ALBERTA T0M 0A0
(DATA UPDATED BY: CHANGE OF NAME 051264786)

---

ENCUMBRANCES, LIENS & INTERESTS

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| 981 017 327 | 15/01/1998 | UTILITY RIGHT OF WAY<br>GRANTEE - EAST CENTRAL GAS CO-OP LTD. |
| 191 236 582 | 20/11/2019 | MORTGAGE<br>MORTGAGEE - FARM CREDIT CANADA. |

( CONTINUED )

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| | | 2ND FLOOR, 12040-149 STREET NW<br>EDMONTON<br>ALBERTA T5V1P2<br>ORIGINAL PRINCIPAL AMOUNT: $25,000,000 |
| 201 163 768 | 10/09/2020 | AMENDING AGREEMENT<br>AMOUNT: $40,000,000<br>AFFECTS INSTRUMENT: 191236582 |

TOTAL INSTRUMENTS: 003

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 11 DAY OF APRIL, 2025 AT 10:47 A.M.

ORDER NUMBER: 53402554

CUSTOMER FILE NUMBER:

*END OF CERTIFICATE*

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LAND TITLE CERTIFICATE

S

| LINC | SHORT LEGAL | TITLE NUMBER |
|---|---|---|
| 0019 603 729 | 4;16;27;17;SE | 971 313 004 +4 |

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 16 TOWNSHIP 27
SECTION 17
QUARTER SE
CONTAINING 65.2 HECTARES( 161 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

| | HECTARES | (ACRES) | MORE OR LESS |
|---|---|---|---|
| A) PLAN 9111744 ROAD | 0.405 | 1.00 | |

EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: SPECIAL AREA 2

REFERENCE NUMBER: 971 035 347 +1

---

REGISTERED OWNER(S)

| REGISTRATION | DATE(DMY) | DOCUMENT TYPE | VALUE | CONSIDERATION |
|---|---|---|---|---|
| 971 313 004 | 21/10/1997 | TRANSFER OF LAND | | SEE INSTRUMENT |

OWNERS

SUNTERRA FARMS LTD.
OF PO BOX 266
ACME
ALBERTA T0M 0A0
(DATA UPDATED BY: CHANGE OF NAME 051264786)

---

ENCUMBRANCES, LIENS & INTERESTS

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| 811 138 843 | 22/07/1981 | CAVEAT<br>CAVEATOR - GP RESOURCES LTD.<br>BOX 266<br>ACME<br>ALBERTA T0M0A0 |

( CONTINUED )

REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS

AGENT - GREG PRICE
(DATA UPDATED BY: TRANSFER OF CAVEAT 901095864)
(DATA UPDATED BY: TRANSFER OF CAVEAT 931300148)
(DATA UPDATED BY: TRANSFER OF CAVEAT 051312769)
(DATA UPDATED BY: TRANSFER OF CAVEAT 071592068)

981 017 328 | 15/01/1998 | UTILITY RIGHT OF WAY
GRANTEE - EAST CENTRAL GAS CO-OP LTD.

191 236 582 | 20/11/2019 | MORTGAGE
MORTGAGEE - FARM CREDIT CANADA.
2ND FLOOR, 12040-149 STREET NW
EDMONTON
ALBERTA T5V1P2
ORIGINAL PRINCIPAL AMOUNT: $25,000,000

201 163 768 | 10/09/2020 | AMENDING AGREEMENT
AMOUNT: $40,000,000
AFFECTS INSTRUMENT: 191236582

TOTAL INSTRUMENTS: 004

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 11 DAY OF APRIL, 2025 AT 10:47 A.M.

ORDER NUMBER: 53402554

CUSTOMER FILE NUMBER:

*END OF CERTIFICATE*

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LAND TITLE CERTIFICATE

S

| LINC | SHORT LEGAL | TITLE NUMBER |
|---|---|---|
| 0012 986 162 | 4;17;27;36;SW | 971 313 004 +8 |

LEGAL DESCRIPTION
MERIDIAN 4 RANGE 17 TOWNSHIP 27
SECTION 36
QUARTER SOUTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

MUNICIPALITY: SPECIAL AREA 2

REFERENCE NUMBER: 971 038 148

REGISTERED OWNER(S)

| REGISTRATION | DATE(DMY) | DOCUMENT TYPE | VALUE | CONSIDERATION |
|---|---|---|---|---|
| 971 313 004 | 21/10/1997 | TRANSFER OF LAND | | SEE INSTRUMENT |

OWNERS

SUNTERRA FARMS LTD.
OF PO BOX 266
ACME
ALBERTA T0M 0A0
(DATA UPDATED BY: CHANGE OF NAME 051264786)

ENCUMBRANCES, LIENS & INTERESTS

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| 881 156 012 | 02/09/1988 | CAVEAT<br>RE : RIGHT OF WAY AGREEMENT<br>CAVEATOR - HUSKY OIL OPERATIONS LTD.<br>707-8 AVENUE S.W.<br>BOX 6525, STATION "D"<br>CALGARY<br>ALBERTA T2P3G7<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 901095870) |

( CONTINUED )

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| | | (DATA UPDATED BY: TRANSFER OF CAVEAT 901208710)<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 931177425)<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 051312792) |
| 971 228 458 | 07/08/1997 | UTILITY RIGHT OF WAY<br>GRANTEE - EAST CENTRAL GAS CO-OP LTD. |
| 051 329 660 | 09/09/2005 | UTILITY RIGHT OF WAY<br>GRANTEE - NGTL GP LTD.<br>AS TO PORTION OR PLAN:0113384<br>TAKES PRIORITY DATE OF CAVEAT 971266748<br>REGISTERED ON 10 SEPTEMBER 1997<br>(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 241196685) |
| 051 462 075 | 06/12/2005 | CAVEAT<br>RE : RIGHT OF WAY AGREEMENT<br>CAVEATOR - SUCCESS RESOURCES LTD.<br>BOX 1042<br>BROOKS<br>ALBERTA T1R1B8<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 141167136) |
| 061 431 735 | 18/10/2006 | CAVEAT<br>RE : SURFACE LEASE UNDER 20 ACRES<br>CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED.<br>BOX 6926, STN D<br>CALGARY<br>ALBERTA T2P2G1<br>AGENT - CELESTE YANO<br>(DATA UPDATED BY: CHANGE OF NAME 151060306) |
| 061 443 503 | 25/10/2006 | CAVEAT<br>RE : SURFACE LEASE UNDER 20 ACRES<br>CAVEATOR - CANADIAN NATURAL RESOURCES LIMITED.<br>BOX 6926, STN D<br>CALGARY<br>ALBERTA T2P2G1<br>AGENT - CELESTE YANO<br>(DATA UPDATED BY: CHANGE OF NAME 151060306) |
| 141 069 366 | 20/03/2014 | CAVEAT<br>RE : UTILITY RIGHT OF WAY<br>CAVEATOR - SUCCESS RESOURCES LTD.<br>BOX 1042 |

( CONTINUED )

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| | | BROOKS<br>ALBERTA T1R1B8<br>AGENT - JENNIFER MARCOTTE |
| 191 236 582 | 20/11/2019 | MORTGAGE<br>MORTGAGEE - FARM CREDIT CANADA.<br>2ND FLOOR, 12040-149 STREET NW<br>EDMONTON<br>ALBERTA T5V1P2<br>ORIGINAL PRINCIPAL AMOUNT: $25,000,000 |
| 201 163 768 | 10/09/2020 | AMENDING AGREEMENT<br>AMOUNT: $40,000,000<br>AFFECTS INSTRUMENT: 191236582 |

TOTAL INSTRUMENTS: 009

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 11 DAY OF APRIL, 2025 AT 10:48 A.M.

ORDER NUMBER: 53402554

CUSTOMER FILE NUMBER:

*END OF CERTIFICATE*

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LAND TITLE CERTIFICATE

S

| LINC | SHORT LEGAL | TITLE NUMBER |
|---|---|---|
| 0034 123 083 | 4;24;24;3;NE | 091 351 668 +1 |

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 24 TOWNSHIP 24
SECTION 3
QUARTER NORTH EAST
CONTAINING 64.7 HECTARES (160 ACRES) MORE OR LESS
EXCEPTING THEREOUT:

| | HECTARES | (ACRES) MORE OR LESS |
|---|---|---|
| A) PLAN 0915104 - PLAN (AREA A) | 3.42 | 8.45 |

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: WHEATLAND COUNTY

REFERENCE NUMBER: 801 156 434

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REGISTERED OWNER(S)

| REGISTRATION | DATE(DMY) | DOCUMENT TYPE | VALUE | CONSIDERATION |
|---|---|---|---|---|
| 091 351 668 | 23/11/2009 | TRANSFER OF PART OF LAND | | |

OWNERS

SUNTERRA FARMS LTD.
OF 117 MAIN ST
BOX 266
ACME
ALBERTA T0M 0A0

---

ENCUMBRANCES, LIENS & INTERESTS

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| 751 036 171 | 24/04/1975 | UTILITY RIGHT OF WAY<br>GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED. |

( CONTINUED )

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| 071 197 674 | 25/04/2007 | CAVEAT<br>RE : SURFACE LEASE UNDER 20 ACRES<br>CAVEATOR - LYNX ENERGY ULC.<br>P.O. BOX 1230, STATION M<br>CALGARY<br>ALBERTA T2P2K9<br>(DATA UPDATED BY: CHANGE OF ADDRESS 131112243)<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 181049972) |
| 071 431 357 | 29/08/2007 | UTILITY RIGHT OF WAY<br>GRANTEE - LYNX ENERGY ULC.<br>P.O. BOX 1230, STATION M<br>CALGARY<br>ALBERTA T2P2K9<br>(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 181041860) |
| 071 445 063 | 06/09/2007 | UTILITY RIGHT OF WAY<br>GRANTEE - LYNX ENERGY ULC.<br>P.O. BOX 1230, STATION M<br>CALGARY<br>ALBERTA T2P2K9<br>(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 181041129) |
| 191 236 582 | 20/11/2019 | MORTGAGE<br>MORTGAGEE - FARM CREDIT CANADA.<br>2ND FLOOR, 12040-149 STREET NW<br>EDMONTON<br>ALBERTA T5V1P2<br>ORIGINAL PRINCIPAL AMOUNT: $25,000,000 |
| 201 163 768 | 10/09/2020 | AMENDING AGREEMENT<br>AMOUNT: $40,000,000<br>AFFECTS INSTRUMENT: 191236582 |

TOTAL INSTRUMENTS: 006

PENDING REGISTRATION QUEUE

| DRR NUMBER | RECEIVED DATE (D/M/Y) | SUBMITTER | LAND ID |
|---|---|---|---|
| G001DAQ | 07/02/2025 | GLENN & CARD LAW LLP<br>403-291-2532<br>CUSTOMER FILE NUMBER:<br>02 0877/0897 044 - BAR 33 | |

( CONTINUED )

PENDING REGISTRATION QUEUE



# 091 351 668 +1

| DRR NUMBER | RECEIVED DATE (D/M/Y) | SUBMITTER | LAND ID |
|---|---|---|---|
| 001 | | TRANSFER OF LAND | 0034 123 083 |
| 003 | | MORTGAGE<br>AMOUNT: $5,000,000 | 0034 123 083 |
| 004 | | CAVEAT | 0034 123 083 |
| G00209T | 25/02/2025 | MITCHELL R.P. BARRY<br>PROFESSIONAL CORPORATION<br>(403) 443-7900<br>CUSTOMER FILE NUMBER:<br>00982-24 - SUNTERRA | |
| 001 | | DISCHARGE | #091 351 668 +1 |

TOTAL PENDING REGISTRATIONS: 002

DISCLAIMER: THE DOCUMENT INFORMATION REFLECTED IN THE PENDING REGISTRATION QUEUE HAS NOT BEEN VERIFIED BY LAND TITLES AND MAY BE SUBJECT TO CHANGE UPON REVIEW AND REGISTRATION.

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 11 DAY OF APRIL, 2025 AT 10:47 A.M.

ORDER NUMBER: 53402554

CUSTOMER FILE NUMBER:

REGISTRAR OF LAND TITLES

*END OF CERTIFICATE*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

LAND TITLE CERTIFICATE

S

| LINC | SHORT LEGAL | TITLE NUMBER |
|---|---|---|
| 0021 941 109 | 4;24;24;10;SE | 801 156 435 |

LEGAL DESCRIPTION
MERIDIAN 4 RANGE 24 TOWNSHIP 24
SECTION 10
QUARTER SOUTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

MUNICIPALITY: WHEATLAND COUNTY

REGISTERED OWNER(S)

| REGISTRATION | DATE(DMY) | DOCUMENT TYPE | VALUE | CONSIDERATION |
|---|---|---|---|---|
| 801 156 435 | 01/10/1980 | | $90,000 | |

OWNERS

SUNTERRA FARMS LTD.
OF 117 MAIN ST
BOX 266
ACME
ALBERTA T0M 0A0
(DATA UPDATED BY: CHANGE OF NAME 991329664)

ENCUMBRANCES, LIENS & INTERESTS

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| 751 036 171 | 24/04/1975 | UTILITY RIGHT OF WAY<br>GRANTEE - CANADIAN WESTERN NATURAL GAS COMPANY LIMITED. |
| 071 217 416 | 04/05/2007 | CAVEAT<br>RE : LEASE INTEREST UNDER 20 ACRES<br>CAVEATOR - LYNX ENERGY ULC.<br>PO BOX 1230, STN M<br>CALGARY |

( CONTINUED )

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| | | ALBERTA T2P2K9<br>AGENT - SEAL.<br>(DATA UPDATED BY: CHANGE OF ADDRESS 131112195)<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 181044099) |
| 071 429 181 | 28/08/2007 | UTILITY RIGHT OF WAY<br>GRANTEE - LYNX ENERGY ULC.<br>PO BOX 1230, STN M<br>CALGARY<br>ALBERTA T2P2K9<br>(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 181034388) |
| 071 471 803 | 20/09/2007 | UTILITY RIGHT OF WAY<br>GRANTEE - LYNX ENERGY ULC.<br>PO BOX 1230, STN M<br>CALGARY<br>ALBERTA T2P2K9<br>(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 181034388) |
| 191 236 582 | 20/11/2019 | MORTGAGE<br>MORTGAGEE - FARM CREDIT CANADA.<br>2ND FLOOR, 12040-149 STREET NW<br>EDMONTON<br>ALBERTA T5V1P2<br>ORIGINAL PRINCIPAL AMOUNT: $25,000,000 |
| 201 163 768 | 10/09/2020 | AMENDING AGREEMENT<br>AMOUNT: $40,000,000<br>AFFECTS INSTRUMENT: 191236582 |

TOTAL INSTRUMENTS: 006

PENDING REGISTRATION QUEUE

| DRR NUMBER | RECEIVED DATE (D/M/Y) | SUBMITTER | LAND ID |
|---|---|---|---|
| G001DAQ | 07/02/2025 | GLENN & CARD LAW LLP<br>403-291-2532<br>CUSTOMER FILE NUMBER:<br>02 0877/0897 044 - BAR 33 | |
| 001 | | TRANSFER OF LAND | #801 156 435 |
| 003 | | MORTGAGE<br>AMOUNT: $5,000,000 | #801 156 435 |
| 004 | | CAVEAT | #801 156 435 |

( CONTINUED )

PENDING REGISTRATION QUEUE



# 801 156 435

| DRR NUMBER | RECEIVED DATE (D/M/Y) | SUBMITTER | LAND ID |
|---|---|---|---|
| G00209T | 25/02/2025 | MITCHELL R.P. BARRY<br>PROFESSIONAL CORPORATION<br>(403) 443-7900<br>CUSTOMER FILE NUMBER:<br>00982-24 - SUNTERRA | |
| 001 | | DISCHARGE | #801 156 435 |

TOTAL PENDING REGISTRATIONS: 002

DISCLAIMER: THE DOCUMENT INFORMATION REFLECTED IN THE PENDING REGISTRATION QUEUE HAS NOT BEEN VERIFIED BY LAND TITLES AND MAY BE SUBJECT TO CHANGE UPON REVIEW AND REGISTRATION.

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 11 DAY OF APRIL, 2025 AT 10:48 A.M.

ORDER NUMBER: 53402554

CUSTOMER FILE NUMBER:

*END OF CERTIFICATE*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

LAND TITLE CERTIFICATE

S

| LINC | SHORT LEGAL | TITLE NUMBER |
|---|---|---|
| 0014 238 083 | 4;26;29;18;NE | 091 061 222 +1 |

LEGAL DESCRIPTION
MERIDIAN 4 RANGE 26 TOWNSHIP 29
SECTION 18
QUARTER NORTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

MUNICIPALITY: KNEEHILL COUNTY

REFERENCE NUMBER: 971 313 004 +2

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REGISTERED OWNER(S)

| REGISTRATION | DATE(DMY) | DOCUMENT TYPE | VALUE | CONSIDERATION |
|---|---|---|---|---|
| 091 061 222 | 05/03/2009 | SEPARATION - LINCS | | |

OWNERS

SUNTERRA FARMS LTD.
OF PO BOX 266
ACME
ALBERTA T0M 0A0

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ENCUMBRANCES, LIENS & INTERESTS

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| 941 124 158 | 16/05/1994 | RESTRICTIVE COVENANT |
| 941 261 450 | 07/10/1994 | UTILITY RIGHT OF WAY<br>GRANTEE - ROCKYVIEW GAS CO-OP LTD. |
| 071 442 786 | 05/09/2007 | CAVEAT<br>RE : LEASE INTEREST UNDER 20 ACRES<br>CAVEATOR - EMBER RESOURCES INC.<br>PO BOX 477,STN CENTRAL |

( CONTINUED )

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| | | CALGARY<br>ALBERTA T2P2J1<br>AGENT - MSL LAND SERVICES LTD.<br>(DATA UPDATED BY: CHANGE OF ADDRESS 101040341)<br>(DATA UPDATED BY: CHANGE OF ADDRESS 231377031) |
| 071 442 793 | 05/09/2007 | CAVEAT<br>RE : LEASE INTEREST UNDER 20 ACRES<br>CAVEATOR - EMBER RESOURCES INC.<br>PO BOX 477,STN CENTRAL<br>CALGARY<br>ALBERTA T2P2J1<br>AGENT - MSL LAND SERVICES LTD.<br>(DATA UPDATED BY: CHANGE OF ADDRESS 101040341)<br>(DATA UPDATED BY: CHANGE OF ADDRESS 231377031) |
| 071 539 583 | 01/11/2007 | UTILITY RIGHT OF WAY<br>GRANTEE - EMBER RESOURCES INC.<br>PO BOX 477,STN CENTRAL<br>CALGARY<br>ALBERTA T2P2J1<br>(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 181045588)<br>(DATA UPDATED BY: CHANGE OF ADDRESS 181101443)<br>(DATA UPDATED BY: CHANGE OF ADDRESS 241071950) |
| 071 557 929 | 14/11/2007 | UTILITY RIGHT OF WAY<br>GRANTEE - EMBER RESOURCES INC.<br>PO BOX 477,STN CENTRAL<br>CALGARY<br>ALBERTA T2P2J1<br>(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 181053100)<br>(DATA UPDATED BY: CHANGE OF ADDRESS 181090746)<br>(DATA UPDATED BY: CHANGE OF ADDRESS 241072370) |
| 081 166 477 | 07/05/2008 | UTILITY RIGHT OF WAY<br>GRANTEE - EMBER RESOURCES INC.<br>PO BOX 477,STN CENTRAL<br>CALGARY<br>ALBERTA T2P2J1<br>(DATA UPDATED BY: CHANGE OF ADDRESS 101044501)<br>(DATA UPDATED BY: CHANGE OF ADDRESS 241073223) |
| 081 182 655 | 21/05/2008 | CAVEAT<br>RE : LEASE INTEREST UNDER 20 ACRES<br>CAVEATOR - EMBER RESOURCES INC.<br>PO BOX 477,STN CENTRAL<br>CALGARY |

( CONTINUED )

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| | | ALBERTA T2P2J1<br>AGENT - MSL LAND SERVICES LTD.<br>(DATA UPDATED BY: CHANGE OF ADDRESS 101043285)<br>(DATA UPDATED BY: CHANGE OF ADDRESS 231393084) |
| 101 075 013 | 15/03/2010 | CAVEAT<br>RE : UTILITY RIGHT OF WAY<br>CAVEATOR - KNEEHILL COUNTY.<br>BOX 400<br>THREE HILLS<br>ALBERTA T0M2A0<br>AGENT - LOWELL G WATTIE |
| 101 289 740 | 30/09/2010 | UTILITY RIGHT OF WAY<br>GRANTEE - EMBER RESOURCES INC.<br>PO BOX 477,STN CENTRAL<br>CALGARY<br>ALBERTA T2P2J1<br>(DATA UPDATED BY: CHANGE OF ADDRESS 241058888) |
| 191 236 582 | 20/11/2019 | MORTGAGE<br>MORTGAGEE - FARM CREDIT CANADA.<br>2ND FLOOR, 12040-149 STREET NW<br>EDMONTON<br>ALBERTA T5V1P2<br>ORIGINAL PRINCIPAL AMOUNT: $25,000,000 |
| 201 163 768 | 10/09/2020 | AMENDING AGREEMENT<br>AMOUNT: $40,000,000<br>AFFECTS INSTRUMENT: 191236582 |

TOTAL INSTRUMENTS: 012

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 11 DAY OF APRIL, 2025 AT 10:47 A.M.

ORDER NUMBER: 53402554

CUSTOMER FILE NUMBER:

*END OF CERTIFICATE*

( CONTINUED )

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

This is Exhibit "I" referred to in the Affidavit (or statuary declaration) of Arthur Lee sworn (or affirmed or declared) before me this 5 day of September, 2025

A Commissioner for Oaths in and for Alberta

Scott Chimuk
Barrister & Solicitor

# LAND TITLE CERTIFICATE

S

| LINC | SHORT LEGAL | TITLE NUMBER |
|---|---|---|
| 0033 372 384 | 0826146;1;1 | 222 214 011 +1 |

LEGAL DESCRIPTION
PLAN 0826146
BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 5.11 HECTARES (12.63 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE
ATS REFERENCE: 5;3;42;2;NW

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 182 038 729

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REGISTERED OWNER(S)

| REGISTRATION | DATE(DMY) | DOCUMENT TYPE | VALUE | CONSIDERATION |
|---|---|---|---|---|
| 222 214 011 | 26/09/2022 | TRANSFER OF LAND | | SEE INSTRUMENT |

OWNERS

SUNWOLD FARMS LIMITED.
OF 294009 RANGE ROAD 260
ACME
KNEEHILL COUNTY
ALBERTA T0M 0A0

---

ENCUMBRANCES, LIENS & INTERESTS

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| 972 350 403 | 13/11/1997 | UTILITY RIGHT OF WAY<br>GRANTEE - GULL LAKE DEER CREEK GAS CO-OP LTD.<br>BOX 1909<br>RIMBEY<br>ALBERTA T0C0J0<br>(DATA UPDATED BY: CHANGE OF NAME 182046255) |

( CONTINUED )

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| 982 054 957 | 25/02/1998 | CAVEAT<br>RE : EASEMENT<br>CAVEATOR - COUNTY LINE FARMS LTD.<br>C/O FLANAGAN SULLY SURKAN<br>#200, 4825-47TH STREET<br>RED DEER<br>ALBERTA T4N1R3<br>AGENT - ALAN R SULLY |
| 082 291 046 | 17/07/2008 | CAVEAT<br>RE : ROAD WIDENING<br>CAVEATOR - PONOKA COUNTY.<br>C/O CHARLIE B. CUTFORTH<br>CHIEF ADMINISTRATIVE OFFICER OF THE PONOKA COUNTY<br>4205 HIGHWAY 2A<br>PONOKA<br>ALBERTA T4J1V9 |
| 182 038 731 | 13/02/2018 | MORTGAGE<br>MORTGAGEE - FARM CREDIT CANADA.<br>2ND FLOOR, 12040-149 STREET NW<br>EDMONTON<br>ALBERTA T5V1P2<br>ORIGINAL PRINCIPAL AMOUNT: $3,500,000 |
| 212 224 032 | 13/10/2021 | AMENDING AGREEMENT<br>AMOUNT: $7,000,000<br>AFFECTS INSTRUMENT: 182038731 |

TOTAL INSTRUMENTS: 005

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 11 DAY OF APRIL, 2025 AT 09:45 A.M.

ORDER NUMBER: 53401157

CUSTOMER FILE NUMBER:

*END OF CERTIFICATE*

( CONTINUED )

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LAND TITLE CERTIFICATE

S

| LINC | SHORT LEGAL | TITLE NUMBER |
|---|---|---|
| 0022 779 276 | 5;3;43;5;SW | 222 214 011 +2 |

LEGAL DESCRIPTION

MERIDIAN 5 RANGE 3 TOWNSHIP 43
SECTION 5
QUARTER SOUTH WEST
CONTAINING 65.8 HECTARES (162.48 ACRES) MORE OR LESS.
EXCEPTING THEREOUT: 2.02 HECTARES (4.99 ACRES) MORE OR LESS
SUBDIVIDED UNDER PLAN 8322049.
EXCEPTING THEREOUT ALL MINES AND MINERALS

ESTATE: FEE SIMPLE

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 182 038 730

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REGISTERED OWNER(S)

| REGISTRATION | DATE(DMY) | DOCUMENT TYPE | VALUE | CONSIDERATION |
|---|---|---|---|---|
| 222 214 011 | 26/09/2022 | TRANSFER OF LAND | | SEE INSTRUMENT |

OWNERS

SUNWOLD FARMS LIMITED.
OF 294009 RANGE ROAD 260
ACME
KNEEHILL COUNTY
ALBERTA T0M 0A0

---

ENCUMBRANCES, LIENS & INTERESTS

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| 802 233 891 | 06/10/1980 | CAVEAT<br>CAVEATOR - TAQA NORTH LTD.<br>BOX 2350, STATION M<br>CALGARY<br>ALBERTA T2P2M6 |

( CONTINUED )

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| | | (DATA UPDATED BY: TRANSFER OF CAVEAT 992361484)<br>(DATA UPDATED BY: CHANGE OF ADDRESS 002253292)<br>(DATA UPDATED BY: CHANGE OF NAME 012199631)<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 052184881)<br>(DATA UPDATED BY: CHANGE OF ADDRESS 052196053)<br>(DATA UPDATED BY: CHANGE OF NAME 062060206)<br>(DATA UPDATED BY: CHANGE OF NAME 092141833) |
| 882 197 022 | 25/08/1988 | UTILITY RIGHT OF WAY<br>GRANTEE - GULL LAKE DEER CREEK GAS CO-OP LTD.<br>BOX370<br>BENTLEY<br>ALBERTA T0C0J0<br>(DATA UPDATED BY: CHANGE OF NAME 962045027) |
| 012 031 875 | 30/01/2001 | UTILITY RIGHT OF WAY<br>GRANTEE - CENTRAL ALBERTA RURAL ELECTRIFICATION ASSOCIATION LIMITED. |
| 042 295 429 | 19/07/2004 | CAVEAT<br>RE : RIGHT OF WAY AGREEMENT<br>CAVEATOR - MANCAL ENERGY INC.<br>2400, 530-8 AVE SW<br>CALGARY<br>ALBERTA T2P3S8<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 062581075)<br>(DATA UPDATED BY: CHANGE OF NAME 082038608)<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 142420706)<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 202216936)<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 242132948) |
| 052 274 912 | 08/07/2005 | UTILITY RIGHT OF WAY<br>GRANTEE - TAQA NORTH LTD.<br>PO BOX 2350, STN M<br>CALGARY<br>ALBERTA T2P2M6<br>(DATA UPDATED BY: CHANGE OF NAME 062061600)<br>(DATA UPDATED BY: CHANGE OF NAME 092133570) |
| 182 038 731 | 13/02/2018 | MORTGAGE<br>MORTGAGEE - FARM CREDIT CANADA.<br>2ND FLOOR, 12040-149 STREET NW<br>EDMONTON |

( CONTINUED )

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| | | ALBERTA T5V1P2<br>ORIGINAL PRINCIPAL AMOUNT: $3,500,000 |
| 212 224 032 | 13/10/2021 | AMENDING AGREEMENT<br>AMOUNT: $7,000,000<br>AFFECTS INSTRUMENT: 182038731 |

TOTAL INSTRUMENTS: 007

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 11 DAY OF APRIL, 2025 AT 09:46 A.M.

ORDER NUMBER: 53401187

CUSTOMER FILE NUMBER:

*END OF CERTIFICATE*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

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LAND TITLE CERTIFICATE

S

| LINC | SHORT LEGAL | TITLE NUMBER |
|---|---|---|
| 0022 784 102 | 5;3;42;34;SE | 222 214 011 |

LEGAL DESCRIPTION
MERIDIAN 5 RANGE 3 TOWNSHIP 42
SECTION 34
QUARTER SOUTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 64.7 HECTARES (160 ACRES) MORE OR LESS

ESTATE: FEE SIMPLE

MUNICIPALITY: PONOKA COUNTY

REFERENCE NUMBER: 182 038 728

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REGISTERED OWNER(S)

| REGISTRATION | DATE(DMY) | DOCUMENT TYPE | VALUE | CONSIDERATION |
|---|---|---|---|---|
| 222 214 011 | 26/09/2022 | TRANSFER OF LAND | | SEE INSTRUMENT |

OWNERS

SUNWOLD FARMS LIMITED.
OF 294009 RANGE ROAD 260
ACME
KNEEHILL COUNTY
ALBERTA T0M 0A0

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ENCUMBRANCES, LIENS & INTERESTS

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| 882 103 160 | 13/05/1988 | UTILITY RIGHT OF WAY<br>GRANTEE - GULL LAKE DEER CREEK GAS CO-OP LTD.<br>BOX370<br>BENTLEY<br>ALBERTA T0C0J0<br>(DATA UPDATED BY: CHANGE OF NAME 962045025) |
| 032 229 740 | 25/06/2003 | CAVEAT |

( CONTINUED )

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| | | RE : RIGHT OF WAY AGREEMENT<br>CAVEATOR - TAMARACK ACQUISITION CORP.<br>SUITE 600, 425-1 STREET SW<br>CALGARY<br>ALBERTA T2P3L8<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 062580955)<br>(DATA UPDATED BY: CHANGE OF NAME 082037727)<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 142422141)<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 202200395) |
| 032 378 866 | 06/10/2003 | CAVEAT<br>RE : RIGHT OF WAY AGREEMENT<br>CAVEATOR - MANCAL ENERGY INC.<br>2400, 530-8 AVE SW<br>CALGARY<br>ALBERTA T2P3S8<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 062581043)<br>(DATA UPDATED BY: CHANGE OF NAME 082037764)<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 142420833)<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 202216965)<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 242111452) |
| 042 058 416 | 06/02/2004 | UTILITY RIGHT OF WAY<br>GRANTEE - BONAVISTA ENERGY CORPORATION.<br>PO BOX 22192<br>BANKERS HALL POSTAL OUTLET<br>CALGARY<br>ALBERTA T2P4J6<br>(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 192303109) |
| 042 260 095 | 23/06/2004 | CAVEAT<br>RE : RIGHT OF WAY AGREEMENT<br>CAVEATOR - MANCAL ENERGY INC.<br>2400, 530-8 AVE SW<br>CALGARY<br>ALBERTA T2P3S8<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 062581076)<br>(DATA UPDATED BY: CHANGE OF NAME 082038565)<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 142420697) |

( CONTINUED )

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| | | (DATA UPDATED BY: TRANSFER OF CAVEAT 202216937)<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 242133195) |
| 052 106 149 | 22/03/2005 | UTILITY RIGHT OF WAY<br>GRANTEE - BONAVISTA PETROLEUM LTD.<br>(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 102054084) |
| 062 140 984 | 02/04/2006 | CAVEAT<br>RE : PIPELINE RIGHT OF WAY<br>CAVEATOR - MANCAL ENERGY INC.<br>2400, 530-8 AVE SW<br>CALGARY<br>ALBERTA T2P3S8<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 062580827)<br>(DATA UPDATED BY: CHANGE OF NAME 082040143)<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 152056772)<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 202200455)<br>(DATA UPDATED BY: TRANSFER OF CAVEAT 242252277) |
| 122 238 361 | 24/07/2012 | UTILITY RIGHT OF WAY<br>GRANTEE - DISCOVERY RESOURCES LTD.<br>10 DISCOVERY RIDGE HEATH SW<br>CALGARY<br>ALBERTA T3H4Y2<br>(DATA UPDATED BY: TRANSFER OF UTILITY RIGHT OF WAY 212154790) |
| 182 038 731 | 13/02/2018 | MORTGAGE<br>MORTGAGEE - FARM CREDIT CANADA.<br>2ND FLOOR, 12040-149 STREET NW<br>EDMONTON<br>ALBERTA T5V1P2<br>ORIGINAL PRINCIPAL AMOUNT: $3,500,000 |
| 212 224 032 | 13/10/2021 | AMENDING AGREEMENT<br>AMOUNT: $7,000,000<br>AFFECTS INSTRUMENT: 182038731 |

TOTAL INSTRUMENTS: 010

( CONTINUED )

PENDING REGISTRATION QUEUE



# 222 214 011

| DRR NUMBER | RECEIVED DATE (D/M/Y) | SUBMITTER | LAND ID |
|---|---|---|---|
| G00394P | 02/04/2025 | JANICE FLEMING<br>5872244123<br>CUSTOMER FILE NUMBER:<br>DISCOVERY URW 2 | |
| 001 | | TRANSFER OF INSTRUMENT | #222 214 011 |

TOTAL PENDING REGISTRATIONS: 001

DISCLAIMER: THE DOCUMENT INFORMATION REFLECTED IN THE PENDING REGISTRATION QUEUE HAS NOT BEEN VERIFIED BY LAND TITLES AND MAY BE SUBJECT TO CHANGE UPON REVIEW AND REGISTRATION.

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 11 DAY OF APRIL, 2025 AT 09:46 A.M.

ORDER NUMBER: 53401173

CUSTOMER FILE NUMBER:

*END OF CERTIFICATE*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

This is Exhibit "J" referred to in the Affidavit (or statuary declaration) of Arthur Reis sworn (or affirmed or declared) before me this 5 day of September, 2025

A Commissioner for Oaths in and for Alberta

Scott Chimuk
Barrister & Solicitor

LAND TITLE CERTIFICATE

S

| LINC | SHORT LEGAL | TITLE NUMBER |
|---|---|---|
| 0021 664 628 | 4;27;29;35;NE | 221 205 081 |

LEGAL DESCRIPTION

MERIDIAN 4 RANGE 27 TOWNSHIP 29
SECTION 35
THAT PORTION OF THE NORTH EAST QUARTER
DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT ON THE NORTH BOUNDARY OF SAID QUARTER SECTION
617 FEET WESTERLY THEREON FROM THE NORTH EAST CORNER THEREOF
THENCE SOUTHERLY AND AT RIGHT ANGLES THERETO 1131 FEET
THENCE WESTERLY AND PARALLEL TO THE SAID NORTH BOUNDARY 963 FEET
THENCE NORTHERLY AND AT RIGHT ANGLES TO THE SAID NORTH BOUNDARY
TO A POINT THEREON
THENCE EASTERLY THEREON TO THE POINT OF COMMENCEMENT
CONTAINING 10.1 HECTARES (25 ACRES) MORE OR LESS
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: MOUNTAIN VIEW COUNTY

REFERENCE NUMBER: 121 330 964

REGISTERED OWNER(S)

| REGISTRATION | DATE(DMY) | DOCUMENT TYPE | VALUE | CONSIDERATION |
|---|---|---|---|---|
| 221 205 081 | 26/09/2022 | TRANSFER OF LAND | $1,485,000 | $1,485,000 |

OWNERS

LARIAGRA FARMS LTD.
OF 294009 RANGE ROAD 260, ACME
KNEEHILL COUNTY
ALBERTA T0M 0A0

( CONTINUED )

| REGISTRATION NUMBER | DATE (D/M/Y) | PARTICULARS |
|---|---|---|
| 781 141 206 | 05/09/1978 | UTILITY RIGHT OF WAY<br>GRANTEE - HARVEST HILLS GAS CO-OP LTD.<br>BOX 1900<br>THREE HILLS<br>ALBERTA T0M2A0<br>(DATA UPDATED BY: CHANGE OF NAME 061150176) |
| 221 205 082 | 26/09/2022 | MORTGAGE<br>MORTGAGEE - FARM CREDIT CANADA.<br>2ND FLOOR, 12040-149 STREET NW<br>EDMONTON<br>ALBERTA T5V1P2<br>ORIGINAL PRINCIPAL AMOUNT: $7,000,000 |

TOTAL INSTRUMENTS: 002

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 11 DAY OF APRIL, 2025 AT 09:47 A.M.

ORDER NUMBER: 53401212

CUSTOMER FILE NUMBER:

*END OF CERTIFICATE*

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

| Assn. | B.O. No. | CIF No. | Loan No. | Product Code | Coll. Code | Customer Name | Commitment Amount |
|---|---|---|---|---|---|---|---|
| 53 | 74 | 2133180 | 1117397000 | 1009 | 1 | Sunwold Farms, Inc. | $7,000,000.00 |

# PROMISSORY NOTE/LOAN AGREEMENT

CF300 (5/23)

**LENDER:** Compeer Financial, PCA
PO Box 810
Sun Prairie, WI 53590

**NOTE DATE:** October 07, 2024
**MATURITY DATE:** May 01, 2025
**LOAN AMOUNT:** $7,000,000.00

**TYPE OF LOAN:** Revolving Line of Credit (RLOC)

**TYPE OF INTEREST RATE:** Adjustable Rate Prime Rate Based

**STATED INTEREST RATE:** 9%

**ADJUSTABLE RATE PRIME RATE BASED: The initial annual rate of interest is equal to the Stated Interest Rate.** On the first day of each month the interest rate shall be adjusted by adding a margin of **0.5** percentage points to the index. This margin shall remain in effect until **October 4, 2025** at which time Lender may change the margin at its discretion, and Lender may continue to change the margin at successive intervals of 1 year(s) each thereafter. The index for adjustments is the prime rate reported on the tenth day of the month preceding the interest rate change date by the Wall Street Journal in its daily listing of money rates, defined therein as "the base rate on corporate Loans posted by at least 70 percent of the 10 largest U.S. banks." If a prime rate is not reported on the tenth day of a month, the prime rate reported on the first business day preceding the tenth day of the month will be used. If this index is no longer available, Lender will select a new index which is based upon comparable information.

**LOAN PAYMENTS:**
Interest-only Payments: Interest payments are payable **monthly** beginning on **November 01, 2024.** The remaining unpaid balance of the loan is payable in its entirety on the Maturity Date.

**DRAFT PROGRAM:**
Loan funds may be disbursed pursuant to the Draft Program Agreement set forth herein. The minimum draft amount is **$0.00.**

**COLLATERAL:** Payment of the Loan is secured by:
All existing and future security agreements from any Borrower/Debtor (and from third parties if so intended) to the Lender. All of the covenants and agreements contained in said security instruments are made a part of this note.

**DEFAULT ADD-ON RATE:**
2.0000% will be added to the interest rate that would otherwise be in effect for this Loan if Borrower defaults as explained in the Additional Provisions.

**FOR VALUE RECEIVED,** the undersigned Borrower, whether one or more, jointly and severally promise to pay to the order of the Lender at its office shown above on or before the Maturity Date the principal sum equal to the Loan Amount together with interest thereon from dates of disbursement until paid pursuant to the Lender's Individual Loan Pricing Program (the "Program"), as provided in the Additional Provisions ("Loan"). Borrower grants to the Lender, as security for the payment of this Loan and, if applicable, the other Obligations, as defined in the Additional Provisions, a present security interest or lien in the property described above and, if applicable, the other Collateral, as defined in the Additional Provisions.

Borrower acknowledges receipt of: a) pertaining to the Lender or the Lender's parent association, as applicable, the most recent annual report and most recent quarterly report, if more recent than the annual report; a copy of the Notice to Borrowers concerning investment, which includes a description of the terms and conditions under which equity is issued; capitalization bylaws and b) an Effective Interest Rate and Disclosure, a Truth in Lending Disclosure Statement, or a Closing Disclosure, as applicable.

THIS AGREEMENT INCLUDES THE PROVISIONS IN THE "PROMISSORY NOTE/LOAN AGREEMENT – ADDITIONAL PROVISIONS" AND THE PROVISIONS IN THE "ADDENDUM TO PROMISSORY NOTE/LOAN AGREEMENT"

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

This is Exhibit " K " referred to in the Affidavit (or statuary declaration) of Arthur Price
sworn (or affirmed or declared) before me this 5 day of September, 2025

A Commissioner for Oaths in and for Alberta

Scott Chimuk
Barrister & Solicitor

Sunwold Farms, Inc., a South Dakota Corporation

Signed by:

By: Ray Price
Ray Albert Price, President/Secretary

Signed by:

By: Debbie Uffelman
Debbie Uffelman, Chief Financial Officer

# ADDENDUM TO PROMISSORY NOTE/LOAN AGREEMENT

Date: October 07, 2024 Loan Number: 1117397000

This Addendum is a part of, and contains additional terms and conditions for, a Promissory Note/Loan Agreement ("Note") dated October 07, 2024 in the principal sum of $7,000,000.00, evidencing a loan extended by Compeer Financial, PCA ("Lender") to Borrower. Unless waived in writing by the Lender, until all liabilities of the Borrower under this loan have been paid and satisfied in full, the Borrower covenants and agrees as follows:

1. To furnish to Lender, interim financials consisting of a balance sheet and income and expense statement and, or a projected income and expense statement, as requested by Lender.

2. Borrower covenants and agrees that any and all proceeds of Borrower's hedging account shall first be utilized for the repayment of this loan, and that Borrower shall not utilize any of such hedging account proceeds for any other purpose unless and until this loan shall be indefeasibly paid in full.

3. Beginning 9/30/2024, and monthly thereafter within 30 days of the previous month end, Borrower is to submit on a monthly basis to Lender, a Borrowing Base Certificate signed by management personnel with complete inventories with all locations and sites of hog inventory identified current through the end of the preceding month.

   The principal balance of all debt obligations associated with Compeer Financial shall at no time exceed the Net Value for Eligible Collateral as herein defined: The borrowing base shall equal the aggregate value of market hogs valued at cost plus feed and supply inventory and prepaid expenses. The Net Value for Eligible Collateral shall equal 70% of the borrowing base plus 70% of accounts receivable from packers less then 60 days of age, plus 100% hedge account liquidation value minus accounts payable minus outstanding checks.

   Any and all loan advances and disbursements shall be limited to the Total Eligible Borrowing Base being above the outstanding loan balance and accrued interest as determined by the borrowing base formula set forth in the Borrowing Base Certificate. If outstanding loan balance at any time exceeds the Total Borrowing Base, the outstanding loan balance must be reduced to the Total Eligible Borrowing Base within 30 days; if not so reduced Lender may declare the loan into default.

4. Sunterra Enterprises Inc, to furnish to Lender, a balance sheet and a cumulative statement of profit and loss from the beginning of each fiscal year through the end of such period, as requested by Lender.

5. To achieve and maintain an owner equity percentage of 50% by 12/31/2024 and thereafter at all times. Owner equity percentage is calculated by dividing the difference between total assets and total liabilities by the total assets from the balance sheet. Classification and valuation of assets and liabilities are to be determined by Lender in accordance with the Lender's procedures. The notes associated with Shareholders and Sunwold Canada Ltd. will be viewed as equity due to debt subordination agreements.

6. Borrower shall keep true, complete and accurate books, records and accounts in accordance with the Farm Financial Standards Council's Financial Guidelines for Agricultural Production consistently applied or generally accepted accounting principles consistently applied and furnish to Lender: Beginning 12/31/2024, and annually thereafter, within 60 days after the end of such period, a balance sheet and a cumulative income statement from the beginning of each fiscal year through the end of such period. Both the balance sheet and the income statement will need to be certified as correct (subject to year end adjustments) by an appropriate authorized officer of the business, and they may be unaudited.

# PROMISSORY NOTE/LOAN AGREEMENT - ADDITIONAL PROVISIONS

Date: October 07, 2024 Loan Number: 1117397000

**1. INDIVIDUAL LOAN PRICING PROGRAM:** The Program provides for charging differential interest rates according to loan classes determined by criteria adopted by the Lender from time to time, such as type of loan, purpose, amount, quality, funding costs, operating costs, servicing costs, and competitive interest rates. There are separate types of loans and interest rates under the Program, each having a different rate of interest, and the loans within each class are assigned to an interest rate category. It is possible that the particular rate for each class of loan may differ among such geographical areas as may be designated from time to time. In the event that Borrower defaults under the terms or conditions of any promissory note, membership agreement, mortgage or other security document, or any amendatory agreement to any of these, the Lender at its option may adjust this Loan to any less favorable interest rate category then offered or maintained by Lender for loans of this type. The higher interest rate shall become effective immediately upon placement of this Loan into the less favorable interest rate category by Lender, and the Loan may, at the option of Lender, remain in the less favorable interest rate category for the remaining term of the Loan, regardless of whether Borrower later cures the default. Lender shall not place the Loan into a less favorable interest rate category unless Lender has first given Borrower written notice of the default, and Borrower fails to cure the default within 60 days after Lender has given the notice. In addition to adjusting the Loan to a less favorable interest rate category, Lender may also charge the higher default interest rate described below.

**2. INTEREST CALCULATION METHOD:**
Interest may be based upon a 360- or 365-day year as the Lender may determine.

**3. ADJUSTABLE OR VARIABLE INTEREST RATES:** If the Loan has an adjustable or variable interest rate, Borrower will be notified in writing of any change in an interest rate tied to an external index not later than 45 days after the effective date of the change, or if the interest rate is not tied to an external index, not later than 10 days after the effective date of the change, or if this Loan is subject to Truth in Lending, not later than the notice period required under the Truth in Lending Act and implementing regulations. Notwithstanding the foregoing or any provision herein to the contrary, in no event shall the interest rate be less than 0.0000% per annum.

**4. DEFAULT RATE OF INTEREST:** If Borrower defaults under this document, any unpaid installment of principal or interest shall bear interest from the date of default until the default is cured or maturity of the Loan is accelerated by reason of default at a rate equal to the interest rate for this Loan that would otherwise be in effect during the period of default plus the Default Add-On Rate per annum (the "default rate"), and the amount of such interest in excess of interest otherwise accruing in the absence of default shall be immediately due and payable. At maturity or upon acceleration of maturity by reason of default, the entire indebtedness including all principal, interest and advancements shall bear interest until paid at the default rate in effect at the time of maturity or acceleration of maturity, as the case may be.

**5. DISBURSEMENTS OF PRINCIPAL:** Disbursements of principal may be made at various times at Borrower's request, subject to the provisions of this paragraph. Repayments of principal under a Revolving Line of Credit reinstate the Loan commitment, subject to the terms of this document, but the total of the unpaid balance of future advances together with the existing indebtedness hereunder, in the aggregate at any one time outstanding, shall not exceed the Loan Amount; otherwise, repayments of principal do not reinstate the Loan commitment, and total disbursements, in the aggregate, shall not exceed the Loan Amount. The Lender may withhold further disbursements if it determines that: (a) the value of the Collateral is insufficient; (b) the Loan proceeds have been used for purposes not approved by the Lender; (c) Loan Payments have not been made in accordance with the repayment plan contained in this Note; or (d) an event has occurred which entitles the Lender to accelerate maturity of the Loan. If this Loan is a Revolving Line of Credit, Borrower agrees that disbursements shall be requested and used primarily for business, commercial or agricultural purposes and not for personal, family, household or other consumer purposes.

**6. DRAFT PROGRAM AGREEMENT:** The Borrower may draw Loan funds using the draft forms furnished by the Lender, subject to the following terms and conditions:

(a) The Borrower authorizes and directs the Lender and its duly authorized agents to accept drafts made or drawn by any Borrower and to disburse Loan funds accordingly, as specified in this document; however, Borrower agrees not to use drafts as payments on this or other Obligations of the Borrower. The Borrower may be charged a reasonable fee for this program and the cost of printing drafts.

(b) The Borrower jointly and severally accepts responsibility for all disbursements made pursuant to this authorization and direction. The Lender shall not be obligated to inquire as to whether the Borrower has issued specific directions for any particular draft or to determine whether the Borrower has received the benefit of the proceeds of any particular draft before honoring such draft. Drafts may be deposited directly into the bank account of any Borrower.

(c) The minimum amount for which each draft may be written is the Minimum Draft amount. In the event that Borrower writes any draft for an amount below this minimum, the Lender may charge Borrower a reasonable fee for each draft that is not in compliance.

(d) Drafts may not be written in excess of the undisbursed Loan commitment. The Lender reserves the right to revoke all future draft privileges without notice to the Borrower in the event of an overdraft and the right to reject drafts that are not written for purposes specified in the Loan documents or pursuant to these terms and conditions. In the event that Lender chooses to honor a draft which exceeds the available Loan commitment, Borrower is liable for full repayment of the funds thus borrowed, plus interest, and Lender may charge Borrower a reasonable overdraft fee.

(e) The Borrower agrees to immediately notify the Lender in the event one or more drafts are lost, stolen, destroyed or otherwise misused and to indemnify the Lender and hold the Lender harmless from any loss or claim if any draft is lost, stolen, forged, altered or otherwise misused if the Lender did not have notice of the same at least 24 hours prior to honoring such draft.

(f) The Borrower may stop payment on a draft by request to the Lender. The Borrower will be charged a reasonable fee for each stop-payment order and agrees to reimburse the Lender for all damages, costs and expenses as a result of the Lender's refusal to honor such draft. The Lender shall not be liable in the event the draft is honored following a stop-payment order if such order is not received in sufficient time to permit dishonor.

(g) This authorization and direction shall be effective as to this and, with the Lender's approval, other existing and future Loans to the Borrower and shall continue in force and effect until the Lender receives written notice of revocation signed by the Borrower, provided the privilege of using drafts may be withdrawn by the Lender and unused drafts must be surrendered to the Lender on demand.

**7. FUNDS HELD PROGRAM:** Lender may offer a Funds Held Program ("Program") that allows Borrower to make advance conditional payments on designated loans. Lender reserves the right, in its discretion, to amend or terminate the Program. The following terms and conditions apply to all Program accounts in connection with loans from Lender.

(a) Subject to Lender's rights to direct the application of payments, an advance payment made to be applied to future maturities on the Loan will be placed in a Program account ("Account") as of the date received. If a special prepayment of principal is desired, Borrower must so specify when an advance payment is made.

(b) Interest will accrue on funds in the Account at such times and at such rates as per Lender's Program. Lender may change the interest rate or accrual period from time to time without notice. The Program may provide for different interest rates for different categories of loans.

(c) When a Loan installment or other related charge becomes due, funds in the Account for this Loan will be automatically applied on the due date toward payment of the installment or related charge. Any accrued interest in the Account will be applied first. If the funds in the Account are not adequate to pay the entire installment or related charge, Borrower must pay the difference by the installment due date.

(d) Funds received after a Loan installment or related charge has been billed will be applied to the installment or related charge due. Funds received in excess of the billed installment amount or related charge will be placed in the Account. Even though no installment or related charge is due, Lender may, at its option, apply funds from the Account without notice to Borrower as follows:

– Protective Advances. If Borrower fails to pay when due other items Borrower is required to pay pursuant to any Loan document, Lender may apply funds in the Account to pay them.

– Account Ceiling. If the Account balance exceeds the unpaid balance on the Loan, Lender may apply the funds in the Account to pay off the loan and will return any excess funds.

– Transfer of Security. If Borrower sells, assigns, or transfers any interest in any collateral for the Loan, Lender may apply the funds in the Account to the remaining Loan balance.

– Deceased Borrowers. If all Borrowers are deceased, Lender may apply the funds in the Account to the remaining Loan balance.

– Termination of Program. If Lender decides to terminate the Program, it may apply all funds in the Account to the remaining Loan balance effective on the termination date.

(e) Lender may, in its discretion, permit Borrower to withdraw funds from the Account in accordance with Lender's Program.

(f) Neither the advance payments nor the accrued interest in an Account are insured by a governmental agency or instrumentality. If Lender is placed in liquidation, Borrower shall be sent by the receiver such notices as required by FCA regulations then in effect. Such regulations currently provide for advance notice from the receiver that funds in the Account will be applied to the Loan and that funds in the Account will not earn interest after the receiver is appointed.

**8. LOAN PAYMENTS:** If the Loan is payable in installments and the period from the day interest begins to the due date of the first installment is more than the interval between installments, there may be an interest only payment due one installment interval prior to the due date of the first installment, or the interest may be included in the first installment at the option of the Lender, but if such period is less than the interval between installments and principal and interest are payable in equal installments, then the first installment will be decreased by the amount of interest not yet accrued for that installment. The final installment may be more or less than preceding installments, if any, and any periodic adjustments to the interest rate will result in corresponding changes in the amount of installments, if the Loan is payable in installments, or the amount due at maturity. The Borrower may make advance payments in any amount and at any time without penalty. Prepayments shall, at the option of the Lender, (a) be held by the Lender and then applied to installments of principal and interest next scheduled to mature in the order of maturity, (b) be immediately applied to payment of principal then outstanding, resulting in a reamortization of the remaining balance of the Loan over the remaining term under the existing payment plan and in a corresponding reduction in the amount of future installments of principal and interest, or (c) be immediately applied to payment of principal then outstanding, with, if amortized, a corresponding reduction in the number of future installments of principal and interest in the inverse order of maturity, thus discharging the Loan at an earlier date; provided, in any event, the Lender may, at its option, first apply any such prepayments to the payment of interest accrued to the date of prepayment.

**9. PERSONAL PROPERTY AND FIXTURES:** The following subsections (1) and (2) including the definitions apply, in addition, only if the collateral described on the Promissory Note/Loan Agreement, and each addendum thereto, includes personal property or fixtures:

(1) **Obligations and Collateral.** The Borrower grants to the Lender as security for the payment and performance of this Loan and the other Obligations a security interest in all of the Borrower's rights, title, and interest in the Collateral, including all rights to transfer an interest in the collateral. "Obligations" means this Loan and all other loans and advances by the Lender (except any loan extended solely to one or more rural homeowners, as that term is defined in 12 C.F.R. § 613.3030) including:

(a) existing and future indebtedness, liabilities, and other obligations of the Borrower to the Lender of any kind, absolute or contingent, due or to become due, arising out of existing or future credit granted by the Lender to the Borrower, or any one or more of them, and all extensions and renewals thereof from time to time; and

(b) all costs incurred by the Lender in enforcing its rights under this document with interest, including attorney's fees and legal costs.

"Collateral" includes:

(a) the property described on the Promissory Note/Loan Agreement and each addendum thereto;

(b) all additions, accessions, replacements, and substitutions of the Collateral and property of similar type or kind now owned or hereafter acquired by the Borrower; and

(c) to the extent not included in (a) or (b) as original Collateral, all products and proceeds of the Collateral.

(2) **Warranties and Agreements:** The Borrower warrants and agrees that:

(a) The Borrower is the absolute owner of the Collateral free from any encumbrances, liens, security interests, or equity interests, except for the security interest granted herein and except as disclosed by the Borrower to the Lender in writing.

(b) The Borrower shall:

(1) care for the Collateral and not permit its value to be impaired;

(2) keep the Collateral free from all encumbrances, liens, and security interests, other than those created or expressly permitted herein;

(3) defend the Collateral against all claims and legal proceedings by persons other than the Lender;

(4) pay and discharge when due all taxes, license fees, levies, and other charges upon the Collateral; and

(5) immediately inform the Lender in writing of any change in Borrower's address or the location of the Collateral. Loss of or damage to the Collateral shall not release the Borrower from any of the Obligations. Upon demand, the Borrower will provide additional collateral acceptable to the Lender.

(c) At the Lender's request, the Borrower shall keep all Collateral and the Lender's interest in it insured under policies naming the Lender as loss payee, with provisions, coverages, amounts, and by insurers satisfactory to the Lender, and the Borrower shall furnish Lender satisfactory evidence of such insurance.

(d) The Borrower shall pay all expenses which are permitted to be recovered from the Borrower by applicable law and, upon request, take any action reasonably deemed advisable by the Lender to preserve the Collateral or to establish, determine the priority of, perfect, continue as perfected, preserve, enforce or terminate the Lender's rights and interest in the Collateral.

(e) The Lender is authorized to examine the Collateral at reasonable times.

(f) The Borrower shall not dispose of any of the Collateral without the authorization of the Lender and, except as otherwise agreed to in writing by the Lender, shall apply the proceeds of all dispositions of the Collateral to payment of this Loan.

(g) The Borrower understands that the unauthorized disposition of Collateral with intent to defraud the Lender constitutes a federal criminal offense.

(h) The Borrower hereby authorizes the Lender to file all financing statements describing the Collateral, and all amendments thereto, in any offices as the Lender, in its sole discretion, may determine. The Borrower hereby also authorizes the Lender to file all effective financing statements describing the Collateral pursuant to 7 U.S.C. Section 1631, and all amendments thereto, in any offices as the Lender, in its sole discretion, may determine.

(i) If the Collateral includes federal or state government program entitlements or payments, the Borrower shall execute and deliver to the Lender all assignments, transfers, and other documents required by the Lender to transfer, convey, and assign to the Lender all such federal and state government program entitlements, payments, rights to payment whether or not earned by performance, accounts, general intangibles, and benefits.

(j) All terms in this Agreement that are defined in the Uniform Commercial Code, as enacted in the state in which Lender's office originating this Loan is located and as amended from time to time ("UCC"), shall have the meanings set forth in the UCC unless the context clearly requires otherwise. The meaning of a term hereunder shall automatically change on the effective date of each amendment to the definition of such term in the UCC.

(k) For each Borrower that is not an individual, the legal name of each such Borrower is as set forth in the Note or an addendum thereto. No Borrower has used any trade name, assumed name, or other name except those set forth in the Note or an addendum thereto. The Borrower shall give the Lender written notice at least 30 days before the date of:

(1) any change in any Borrower's name or

(2) any use by any Borrower of another name.

(l) If any Borrower is a Registered Organization, as that term is defined in the UCC, all information provided by the Borrower to the Lender concerning the state(s) of organization for the Borrower is true, accurate, and complete. No Borrower shall change its state of organization without the prior written consent of the Lender. Borrower shall provide the Lender with written notice at least 30 days before the date any Borrower takes any action to change its state of organization.

(m) If any Borrower is an individual or an entity that is not a Registered Organization, all information provided by the Borrower to the Lender concerning the address of an individual Borrower's residence or the address of the chief executive office of an entity that is not a Registered Organization is true, accurate, and complete. No individual Borrower shall change that address of residence without providing written notice to the Lender at least 30 days before the effective date of such address change. No Borrower that is an entity that is not a Registered Organization shall change that address of the chief executive office without providing written notice to the Lender at least 30 days before the effective date of such address change. Each Borrower who is an individual shall give Lender written notice at least 30 days before any change in Borrower's name, or a name change on Borrower's driver's license or other state-issued identification ("Driver's License"), or expiration, renewal or replacement of Borrower's Driver's License. Each Borrower gives Lender authority to periodically inspect their Driver's License.

(n) To the extent that the Borrower uses proceeds of the Loan extended by the Lender to purchase Collateral, Borrower's repayment of the Loan shall apply on a "first-in-first-out" basis so that the portion of the Loan used to purchase a particular item of the Collateral shall be paid in the chronological order the Borrower purchased the Collateral.

Borrower agrees to deliver upon the request of the Lender such additional or corrected documents, drafts or instruments as the Lender may deem necessary at any time.

**10. FINANCIAL RECORDS:** The Borrower agrees to maintain complete and accurate financial books and records for Borrower's business, permit access by the Lender and to provide periodic financial information as requested by Lender in a form acceptable to Lender.

**11. PAYMENTS BY LENDER:** The Lender is authorized but not obligated to pay the following items and charge them to the Loan with interest at the rate or rates then applicable to this Loan:

(a) amounts required to pay prior liens on the Collateral;

(b) the cost of insurance carried by the Borrower in connection with this Loan or any financially related service offered by or through the Lender;

(c) appraisal and title evidence costs, recording and filing fees, and similar items;
(d) amounts required for the Borrower to acquire and maintain stock or participation certificates in the Lender or the Lender's parent association, as applicable; and
(e) any accrued interest hereunder that is not paid when due;
(f) any fees or charges assessed in connection with any loan, loan servicing action, or other service, including optional financial services provided by or through Lender;
(g) any letters of credit issued for or on behalf of Borrower;
(h) any sums Lender determines necessary to protect Lender's interest in any Collateral security pursuant to this Note or any other loan document; and
(i) any items or charges necessary to close the Loan.

**12. EVENTS OF DEFAULT:** Each of the following constitutes a default by Borrower under this document:
(a) the failure to perform any warranty or agreement contained in this document or in any instrument securing payment of this Loan or related to this Loan;
(b) default under any other promissory note executed by the Borrower, or any one or more of them, and payable to the Lender (except any promissory note executed solely by one or more rural homeowners, as that term is defined in 12 C.F.R. § 613.3030);
(c) default under any lease executed by the Borrower, or any one or more of them, under which the Lender is the Lessor, and, it shall also be an event of default under this document if an event of default occurs on any other loan or lease that any Borrower has with either the Lender's parent association or any subsidiaries of the Lender's parent association;
(d) any statement or report furnished by the Borrower to the Lender is false in any material respect;
(e) any Borrower provides false, misleading or incomplete information to Lender for the purpose of influencing the decision(s) of Lender;
(f) any Borrower engages in any unlawful activity;
(g) any Collateral is lost, stolen, substantially damaged, destroyed, or, without the Lender's consent, sold or encumbered;
(h) any Borrower or guarantor dies, is dissolved, or the commencement of any proceeding by or against any Borrower or guarantor under the provisions of any bankruptcy or insolvency laws;
(i) the Lender, in good faith, deems itself insecure or determines that the prospect of payment of this Loan or the prospect of performance of this or any other instrument securing this Loan or relating to it is impaired;
(j) the use of loan proceeds for purposes not approved by the Lender; or
(k) any provision of any of the Loan documents shall for any reason cease to be legal, valid and binding on Borrower or any guarantor, or Borrower or any guarantor state so in writing.

**13. LENDER'S REMEDIES:** Lender, in addition to other rights provided in this document or by law or agreement, may do any one or more of the following if Borrower defaults under this document:
(a) declare this Loan and any or all other loans to Borrower or any one or more of them (except any loan extended solely to one or more rural homeowners, as that term is defined in 12 C.F.R. § 613.3030) immediately due and payable;
(b) require Borrower to reimburse the Lender for expenses incurred by the Lender in protecting or enforcing its rights under this document, regardless of whether Collateral is involved, including without limitation reasonable attorney's fees and legal expenses when permitted by law;
(c) as to Collateral which is personal property or fixtures, exercise all the remedies of a secured party under the Uniform Commercial Code including without limitation:
(1) without notice to the Borrower or judicial process peaceably enter upon any premises where the Collateral is located, take possession of it and remove it from the premises;
(2) require the Borrower to assemble the Collateral and make it available to the Lender at a place designated by Lender which is reasonably convenient to both parties;
(3) use and occupy the Borrower's premises to care for livestock collateral;
(4) appoint a receiver to marshal, preserve and manage the Collateral until judgment is obtained;
(5) care for and harvest the crops and dispose of them at private sale (at Borrower's expense) since crops are perishable and may decline speedily in value; and
(6) after deduction of expenses, the Lender may apply the proceeds of disposition to the Obligations as defined in security agreement(s) in effect between the Borrower and the Lender in the order and amounts the Lender elects.
(d) reduce or modify the Loan commitment amount or modify the terms and conditions upon which Lender may be willing to consider making advances.

Except in connection with a loan primarily made for the personal, household or family purposes of the Borrower, Lender may obtain the appointment of a receiver [including a general receiver if permitted by applicable law], to take possession of all collateral of the Borrower, including, but not limited to, all real property and personal property, and all facilities, fixtures and equipment leased, occupied or used by the Borrower. Borrower hereby irrevocably consents to the appointment of such receiver and agrees to cooperate and assist any such receiver as reasonably requested to facilitate the transfer of possession of the collateral to such receiver and to provide receiver access to all books, records, information and documents as requested by such receiver.

**14. ASSIGNMENT OF LOAN:** The Lender may not assign or otherwise transfer this Loan to any party other than AgriBank, FCB and its successors (the "Bank"), whether absolutely or as collateral security and whether in the ordinary course of business or otherwise, without the express written consent of the Bank. If this Loan is assigned or otherwise transferred to the Bank or another institution chartered pursuant to the provisions of the Farm Credit Act of 1971, as amended, ("Act") the interest rate hereunder may be established by such institution in accordance with the provisions of this document. If this Loan is assigned or transferred to a party not chartered under the Act, notwithstanding any contrary provision in this document, in the absence of maturity or acceleration, the following apply:
(a) If this is a Variable Rate loan or an Adjustable Rate Operating RLOC, adjustments in the interest rate will be made only on the dates occurring at successive intervals of one year each after the first day of the month and year of such assignment based upon an index and margin. The index will be the weekly average yield on United States Treasury securities, as made available by the Federal Reserve Board, adjusted to a constant maturity of one year.
(b) If this is an Adjustable Rate Capital RLOC or Adjustable Rate IT Loan, the interest rate will continue to be adjusted on the dates and intervals described therein based upon an index and margin. The index will be the same as for a Variable Rate Loan, except it will be adjusted to a constant maturity of a length equal to the length of the interval between adjustments specified above (if U.S. Treasury yield figures are not available for this length, the U.S. Treasury yield figures which are available for the closest length of time which is shorter than the interval between adjustments will be used).
(c) For interest rate adjustments under (a) and (b), the margin will be the amount by which the interest rate in effect for this Loan at the time of the assignment, in the absence of default, exceeds the index that would have been effective for the date that this interest rate was established for this Loan (the last previous repricing date). The new interest rate will be calculated by adding the margin to the applicable current index and rounding the total to the nearest one-eighth of one percent, subject however, to the provision herein for a higher default rate. The current index will be the most recent index available as of 45 days before the date the interest rate is to be adjusted. If the applicable index is not available, the Lender will select a new index which is based upon comparable information. The interest rate shall never exceed the rate permitted by applicable law.
(d) If this is an Adjustable Rate Prime Rate Based Loan, the margin that is used for interest rate adjustments shall remain fixed for the remaining term of the Loan at the margin amount that is in effect at the time of the assignment.

**15. WAIVER:** The Borrower and other parties to this transaction (except the Lender), and each of them, whether principal, surety, guarantor, endorser, or other party, agree to be jointly and severally bound and, further, waive demand, protest, and notice of demand, protest, or nonpayment, and agree that the liability of each shall be unconditional without regard to the liability of any other party and shall not be affected by any indulgence, extension or extensions of time, renewal, waiver, release of any party or of any Collateral, or other modifications granted or consented to by the Lender. The rights and powers granted to the Lender hereunder shall not, nor shall any provision hereof, be waived except in writing signed by the Lender, and the provisions hereof shall not be modified, limited, or waived by any prior or subsequent course of dealing between the parties or between the Borrower and third parties or by any usage of trade. To the extent the Bank gives or has given value to the Lender in reliance hereon, either by way of loan or discount, the Borrower hereby waives any and all other defenses or right of offset which the Borrower or any of them may or might have against the Lender when this document is held by the Bank, its collateral custodian, or the successors or assigns of either.

**16. APPOINTMENT OF AGENT:** Each Borrower hereby appoints each of the other Borrowers as agent for the purposes of this Loan and, if applicable, the Obligations and agrees that Loan funds, dividends, stock retirement proceeds, and other distributions may be disbursed to or by order of any one or more of them, as the Lender may elect. This appointment shall continue until written notice of termination is received by the Lender.

**17. ASSOCIATION MEMBERSHIP:** Borrower agrees to purchase and maintain stock or participation certificates ("Stock") in the Lender or the Lender's parent association, as applicable, in amounts as may be required from time to time under the Capital Plan adopted by the Board of Directors pursuant to applicable Bylaws or under the policies or procedures of the Lender or the Lender's parent association, as applicable (such Bylaws, policies, or procedures, the "Capitalization Policy."). Borrower authorizes and directs the Lender to, without further authorization or direction from any Borrower, retain from any stock retirement proceeds paid to Borrower any amounts required to purchase participation certificates in the Lender or the Lender's parent association, as applicable, and to retain from any participation certificate retirement proceeds paid to Borrower any amounts required to purchase stock in the Lender or the Lender's parent association, as applicable, and to make such purchases on behalf of any one or more Borrower to the extent required by the Capitalization Policy and then distribute the net proceeds (if any) to any one or more Borrower, as the Lender may elect. Borrower grants to Lender a first priority security interest in and to all Stock now owned or hereafter acquired by Borrower as additional collateral for the obligations of Borrower to Lender. As more particularly described in the Lender's Bylaws, Borrower agrees that Lender shall have the right of set-off against all Stock in the event of a default by Borrower on any obligation of Borrower to Compeer Financial.

**18. REPORTING:** Lender, its agents, successors and assigns may report Borrower's name and information regarding this Loan and all of Borrower's past and future loans to credit reporting agencies.

**19. LENDER'S RIGHT TO INSURE COLLATERAL:** Unless you (the Borrower) provide us (the Lender) with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your Collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the Collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the Collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

**20. POWER OF ATTORNEY:** Borrower hereby irrevocably appoints the Lender as Borrower's attorney-in-fact to act for the Borrower with full authority in the place and name of the Borrower to take any action and to execute an instrument which the Lender may deem advisable to accomplish the purposes of this Agreement, including authority:

(a) to endorse, collect, sue for, compromise, and receive any drafts, instruments, documents, or moneys due in connection with the Collateral;

(b) to file any claims or take any action or institute any proceedings which the Lender may deem desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Lender with respect to any of the Collateral;

(c) to disburse funds including paying insurance premiums, taxes, liens, and other costs of preserving the Collateral; and

(d) to establish, determine priority of, perfect, continue as perfected, preserve, enforce, or terminate the Lender's rights and interests under this Agreement. The Lender may charge its expenses of doing so to any of the Obligations and the Borrower shall pay them upon demand with interest from the date each expense is incurred at the rate in effect on the date each expense is incurred on the applicable Obligation.

**21. AUTHORIZATION FOR ACCESS TO INFORMATION:** Borrower acknowledges and agrees that the verification or reverification of any information, whether contained in the Borrower's Loan application or in any other manner supplied by the Borrower to the Lender in connection therewith, may be made at any time by the Lender, its agents, successors, or assigns, either directly or through a credit reporting agency, from any source whether named in the Borrower's Loan application or otherwise provided to the Lender by the Borrower. Borrower authorizes and gives consent to Lender to provide to any guarantor the current outstanding balance and the payment and disbursement history of all loans of the Borrower guaranteed by the requesting guarantor. Borrower authorizes and gives consent to Lender to provide to any third-party pledger of Collateral for any of Borrower's loans the current outstanding balance and the payment and disbursement history of said loans.

**22. UNAUTHORIZED DISPOSITIONS AND FALSE STATEMENTS:** Borrower understands that it is a federal crime punishable by fine, imprisonment, or both to knowingly make any false statements in the Borrower's Loan application as applicable under the provisions of Title 18, United States Code, Section 1014. Borrower also understands that any unauthorized disposition of Collateral or the making of any false statement or report to the Lender in connection with a loan could result in civil and criminal consequences to the Borrower as applicable under the provisions of Title 18, United States Code, Sections 658 and 1014.

**23. PARTIES BOUND:** Each person signing the Note, other than the Lender, is a Borrower. The Obligations of all Borrowers are joint and several, and all Borrowers hereby acknowledge receipt of all proceeds of the Loan. This Agreement benefits the Lender, its successors, and assigns. This Agreement shall bind the Borrowers, the Borrowers' heirs, personal representatives, successors, and assigns, and all persons and parties who become bound as a Borrower under this Agreement.

**24. FEES CHARGED:** Lender has authority to charge and Borrower agrees to pay any reasonable fees and costs charged by Lender to amend the terms of this Loan. Borrower gives Lender authority to advance such fees and costs and charge them to the loan. If Borrower does not immediately repay such advance, interest at the default rate shall begin to accrue on the amount advanced. The absence of express authority in this Promissory Note/Loan Agreement to charge a specific fee or cost to Borrower shall not be construed as a prohibition on the charging of such fees or costs.

**25.CONSENT TO ELECTRONIC COMMUNICATIONS:** The terms of this paragraph shall not apply to transactions through which Borrower will obtain products or services which are used primarily for personal, family or household purposes. Borrower agrees that any "Communications" (as defined herein) directed to any one or more of the Borrowers by or on behalf of Lender or any of its affiliates or agents (as applicable, a "Communicator") may be provided in electronic form or transmitted by electronic means. As used herein, "Communications" means all notices, disclosures, documents and other communications given by or on behalf of a Communicator including, without limitation, all shareholder communications and any disclosures, notices, or communications relating to any transaction between any Borrower and Lender, but expressly excluding any notice required by law to be provided in paper form. Borrower acknowledges that electronic Communications entails risks (including the risk of interception by a third party) and hereby releases Lender and each Communicator from all liability relating to the electronic provision or transmission of Communications. Borrower agrees to provide Lender upon request with the e-mail address or addresses of Borrower and to notify Lender within 10 days of any change in e-mail address or addresses. Any Communication sent by e-mail will be deemed received when sent to the last e-mail address or addresses of any one or more of the Borrowers known by Lender. Any Communication digitally published by a Communicator on an internet website will be deemed received by Borrower when a Communicator has both published the Communication and notified Borrower that the Communication has been published. Transmission of any document as an "electronic record" containing Borrower's "electronic signature," as those terms are defined in applicable federal or state laws, or facsimile transmission of any document containing a facsimile of Borrower's signature, shall be as effective, enforceable and valid as if a paper version of such document were delivered containing such original written signature. Such document constitutes an original document for legal purposes. At any time, Borrower may request a paper copy of any record made available to Borrower electronically. Any Borrower may revoke the consent to receive electronic Communications contained in this paragraph by sending thirty (30) days prior written notice of such revocation, signed by all of the Borrowers, to Lender by certified mail, return receipt requested.

**26. NOTICES:** Except as required by statute or regulation, all Communications to Borrower provided for under the Promissory Note/Loan Agreement will have been duly given and will be effective on the earliest of the following dates if addressed to the last address known by the Lender of any one or more of the Borrowers: (a) when personally delivered to any Borrower; (b) the first business day after being delivered prepaid (or pursuant to an invoice arrangement) to a reputable overnight courier service; (c) three business days after being deposited in the mail; or (d) the day sent by e-mail or other electronic means as provided in Section 25.

**27. MISCELLANEOUS:** The Borrower agrees to deliver upon the request of the Lender such additional or corrected documents, drafts or instruments as the Lender may deem necessary at any time.

**28. GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, federal laws to the extent applicable, and otherwise by the laws of the State of Wisconsin, except to the extent that the law of any other jurisdiction applies as to the perfection or enforcement of Lender's security interest in or lien on any property.

**29. MODIFICATION:** No modification of this document or any related document shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

**30. LEGAL AUTHORITY/COMPLIANCE WITH LAWS:** If Borrower, or any of them, is a legal entity, (1) Borrower is, and shall continue to be, duly organized, validly existing and/or legally qualified to do business under the laws of the states in which Borrower operates, in compliance with federal, state and local laws or regulations, and has legal authority in such states to conduct business operations and to own agricultural real estate; and, no change has been made in the name, ownership, control, relationship, legal status, or organizational and/or formation documents of Borrower since the time any such information was last provided to Lender.

**31. NOMINATING COMMITTEE AND BOARD MEMBERSHIP.** The Lender's Bylaws limit membership on the Lender's Nominating Committee and Board of Directors to Borrowers who reside or farm in the Lender's territory.

**32. LEGAL FEES, COSTS, AND EXPENSES.** If Lender engages an attorney or other professionals, or if Lender is required to respond to a subpoena, participate in a deposition, or testify at a court or other proceeding, in connection with this Promissory Note/Loan Agreement or in connection with any obligation of any one or more Borrower to Lender or service provided to any one or more Borrower by Lender, Borrower shall pay to Lender all attorneys or other professional fees incurred, a reasonable hourly rate for time spent by Lender staff in responding to a subpoena or preparing for and appearing at a deposition, hearing or trial, court costs and other expenses as allowed by applicable law. All such fees and expenses shall be immediately due and payable upon demand and, if not paid within 30 days thereafter, will bear interest at the maximum legal rate of interest permitted under applicable law.

**33. RIGHT OF SET OFF.** Without prejudice to any other right or remedy it has or may have, and to the fullest extent permitted by law, Lender may immediately set off or recoup any liability it, or one of its affiliates, owes to any one or more Borrower, however held, against any liability for which any one or more Borrower is liable to Lender or one of its affiliates, whether liability is matured or unmatured, or arises under this Agreement. Notice may, but is not required to, be given to Borrower, and Borrower hereby expressly waives the right to notice of set off.

**34. SEVERABILITY.** If any provision of this Promissory Note/Loan Agreement is illegal or unenforceable, that provision is severed from this Promissory Note/Loan Agreement, and the other provisions remain in effect only if the essential business and legal provisions are legal and enforceable.

**Oral or unexecuted agreements or commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (the Borrower) and us (the Lender) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

| Assn. | B.O. No. | CIF No. | Loan No. | Product Code | Customer Name | Commitment Amount |
|---|---|---|---|---|---|---|
| 53 | 74 | 2133180 | 1117397000 | 1009 | Sunwold Farms, Inc. | $7,000,000.00 |

# EFFECTIVE INTEREST RATE AND DISCLOSURE

CF330 (03/24)

**Date:** October 07, 2024

The disclosures on this page are made pursuant to Section 4.13(a) of the Farm Credit Act of 1971, as amended, 12 U.S.C. 2199, and are not part of the contractual agreement between Borrower and Lender. This Loan is not subject to the Truth-in-Lending (TIL), 15 U.S.C. 1601 et seq., and the effective rate of interest described herein is not to be construed as the equivalent of the annual percentage rate which would be disclosed on a loan subject to TIL.

**Stated Interest Rate.** The rate of interest currently applicable to the Loan is 9%
The rate of interest calculated with Loan Origination Charges, not including the required stock purchase, is 9.13%
**Effective Interest Rate.** The Stated Interest Rate adjusted to show the effect of any required stock purchase and all other Loan Origination Charges is 9.13%
NOTE: The Effective Interest Rate is calculated to include any required stock purchase amount, which will only be collected from each Borrower in accordance with the terms of a separate written agreement governing each Borrower's required stock purchase, if any.

Loan Origination Charges and Purchase of Stock
Stock Amount $0.00

Loan Origination Charges
Origination Fee $8,400.00

Other Fees

Except with respect to stock protected under Section 4.9A of the Farm Credit Act of 1971, as amended, stock that is purchased in the Lender or the Lender's parent association, as applicable, is at risk and can only be retired at the discretion of the association board. Effective Interest Rate is calculated as if stock will never be retired.

If stock is retired, as is customary, the Effective Interest Rate may be lower than the percentage stated above.

It is generally the association's practice to retire stock when a Borrower's loan balance is paid in full or upon full payment of all of Borrower's loans, provided the association has an adequate capital position. At this time, the association's capital exceeds the regulatory capital requirements.

**INTEREST RATE PLAN:**
**ADJUSTABLE RATE PRIME RATE BASED: The initial annual rate of interest is equal to the Stated Interest Rate.** On the first day of each month the interest rate shall be adjusted by adding a margin of **0.5** percentage points to the index. This margin shall remain in effect until **October 4, 2025** at which time Lender may change the margin at its discretion, and Lender may continue to change the margin at successive intervals of 1 year(s) each thereafter. The index for adjustments is the prime rate reported on the tenth day of the month preceding the interest rate change date by the Wall Street Journal in its daily listing of money rates, defined therein as "the base rate on corporate Loans posted by at least 70 percent of the 10 largest U.S. banks." If a prime rate is not reported on the tenth day of a month, the prime rate reported on the first business day preceding the tenth day of the month will be used. If this index is no longer available, Lender will select a new index which is based upon comparable information.
In the event of default at any time during the term of the Loan, however, and at maturity, the Loan may be subject to a higher rate of interest.

**ADJUSTMENT FACTORS:** The factors which the Lender takes into account in making adjustments to the interest rate on the Loan (except fixed rate loans and any adjustable rate loans tied to an index including prime, LIBOR and SOFR) include cost of funds, operating expenses, provision for loan losses, capital requirements, capital sharing, nonearning assets and competitive elements of the financial environment. The factors considered by the Lender may change during the term of the Loan.

**REPRESENTATIVE EXAMPLES:** These examples show the effect that changes in the stock requirement and loan origination fees would have on the effective interest rate of a representative loan with customer level stock. A $101,000 amortized loan, including a stock requirement of the lesser of $1,000 or 2% of the loan principal, amortized over a 5-year term with level annual payments, a stated interest rate of 10%, and loan origination charges of $1,000 would have an effective interest rate of 10.79%. If the loan amount was to remain at $101,000, but the loan origination charges increase to $1,500, the effective interest rate would be 10.99%. If the loan amount was to remain at $101,000 with loan origination charges of $1,500 but only $500 of stock was purchased because Borrower already owned some stock, the effective interest rate would be 10.79%.

**LOAN OPTIONS:** The Lender may offer secured and unsecured short- and intermediate-term loans including lines of credit, with maturities up to 7 years or, in some instances, 10 years. Installments can be paid monthly, quarterly, semi-annually, annually, or according to other irregular repayment plans as may be agreed upon by Borrower and Lender. Interest rates may be variable at the option of the Lender, fixed for a specified period and then variable, adjustable at specified intervals with the rate determined either at Lender's discretion or in accordance with the prime index, LIBOR index or SOFR index, or fixed for the term of the Loan. Some loan options are subject to certain conditions and are not available to all borrowers for all purposes. In addition, loan options, including

interest rates, may vary by location and time period. The availability of any loan option is subject to change at any time at the discretion of the Lender. If the Lender is an ACA or an FLCA, Lender also offers long-term real estate mortgage loans with maturities of 5 to 40 years secured by agricultural real estate or rural homes. Interest rates may be fixed for the term of the Loan, variable at the option of the Lender, or adjustable at specified intervals with the rate adjusted either at Lender's discretion or in accordance with Federal Farm Credit Banks Funding Corporation rates or the prime index, LIBOR index or SOFR index. These real estate mortgage loan options are subject to the same conditions, limitations, and varying availability as mentioned above for the short- and intermediate-term loans.

**BORROWER RIGHTS:** The Farm Credit Act of 1971, as amended (12 U.S.C. 2001 et seq.), and the regulations of the Farm Credit Administration, afford certain rights to Borrowers who are farmers, ranchers, or producers or harvesters of aquatic products, including basic processing and marketing operations. Those rights include, but are not limited to, the following:

1. At loan closing, Borrower shall receive copies of loan documents signed by Borrower. Upon request thereafter Borrower is entitled to copies of documents signed or delivered by Borrower, copies of Lender's or the Lender's parent association's charter and bylaws, as applicable, and copies of Lender's appraisals of the collateral.
2. If the Loan has an adjustable or variable interest rate, Borrower will be notified in writing of any change in an interest rate tied to an external index not later than 45 days after the effective date of the change, or if the interest rate is not tied to an external index, not later than 10 days after the effective date of the change.
3. If Borrower's Loan is in a differential interest rate program, Borrower may request that Lender review the Loan to verify that the proper interest rate category has been assigned, and also to explain in writing to Borrower the basis for the interest rate charged and how the credit status of Borrower may be improved to receive a lower interest rate on the Loan.
4. If Lender places Borrower's Loan in nonaccrual status and such action results in an adverse action being taken against Borrower (such as revocation of any undisbursed loan commitment), the Lender shall notify Borrower in writing of such change in status and the reasons therefor. If Borrower is not delinquent in any payments under the Loan at the time and Borrower's request to have the Loan reinstated to accrual status is denied, Borrower may obtain a review of such denial before the Lender's credit review committee.
5. Lender may not commence foreclosure or other legal action against any collateral securing the Loan unless at least 45 days before such commencement Lender has provided Borrower with a copy of Lender's restructuring policy and forms on which Borrower may submit a request for restructuring. If Borrower's request for restructuring is denied, Borrower may appeal the denial to Lender's credit review committee, and may also obtain an independent appraisal of any collateral (at Borrower's expense) for consideration by the credit review committee.
6. If Lender acquires agricultural real estate by enforcement of Lender's lien, when Lender elects to sell or lease the acquired property, the previous owner shall have a right of first refusal on the property. Lender shall notify the previous owner in writing and the previous owner may purchase or lease the property, as appropriate, at the appraised fair market value or fair rental value, or if the property is sold by public offering, at the price of the highest qualified bid.

If you have any questions concerning the information contained on this disclosure page, please contact your servicing office.

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

# CERTIFICATE AND RESOLUTION TO BORROW
# (CORPORATION)

CF146 (06/24)

CIF No: 2133180

I, Rav Albert Price, as Secretary of Sunwold Farms, Inc. (the "Company"), hereby certify to Compeer Financial, FLCA and to Compeer Financial, PCA (collectively, the "Lender"), as follows:

**Capacity.** I am the keeper of the records of the Company. I am familiar with the facts certified in this certificate and I am duly authorized to make the representations, certifications, and agreements contained in this certificate on behalf of the Company.

**Good Standing.** The Company is a corporation, duly organized and existing under the laws of the State of SD and is licensed to do business in the State(s) of SD. The Company is in good standing under the laws of the above state(s).

**Articles and Bylaws.** The Company's Articles of Incorporation and Bylaws, including all amendments thereto, which were previously furnished to the Lender, are in full force and effect and have not been amended or modified.

**Continuing Resolution to Borrow.** The Company has adopted a resolution, a true and correct copy of which is attached below (the "Authorizing Resolution"), which authorizes the Company to borrow funds in various amounts and on one or more occasions from the Lender:

BE IT RESOLVED, by the Board of Directors, and if applicable the stockholders as follows:

That the Company borrow funds in the orderly conduct of its business from time to time and in various amounts from Compeer Financial, FLCA and/or Compeer Financial, PCA (the "Lender"), for such periods (including any extensions, amendments and renewals), on such terms, and subject to such conditions as the Lender may determine and make available to the Company from time to time;

That the Company guarantee loans made by Lender, from time to time and in various amounts;

That the Company purchase stock or participation certificates in Compeer Financial, ACA, as required under the capitalization bylaws and capital plan of the Lender or the Lender's parent association;

That the Company encumber corporate assets as required by the Lender to secure the repayment of such loans, and to secure the repayment of loans made by Lender to third-parties, including the Company's investment in Compeer Financial, ACA, and any or all of the Company's inventory, growing crops, harvested or stored grain and commodities, warehouse receipts, storage contracts, livestock, farm products, tools, machinery, equipment, contract rights, chattel paper, documents, accounts, general intangibles, governmental farm program payments, in cash or in kind, fixtures, real estate and all other property of the Company, real, personal or mixed, of whatever kind and description and wherever located, both now owned and hereafter acquired, and the products and proceeds of the same, including insurance proceeds;

That the following individual(s) (any such individual being known herein as an "Authorized Representative"):

- ☐ The President of the Company, or
- ☐ The President or any Vice President, acting alone or together, or
- ☐ The Treasurer of the Company, or
- ☑ The President/Secretary and Chief Financial Officer of the Company

acting with or without the Secretary of the Company, be and hereby are authorized to execute and deliver, for and in the name and on behalf of the Company, such loan applications, membership agreements, promissory notes (including, in Illinois, notes containing powers for confession of judgment), loan agreements, security agreements, financing statements, pledge agreements, collateral assignments, mortgages, deeds of trust and other documents, agreements and security instruments as may be deemed necessary or appropriate by the Lender to effect such loans and the security therefore, and to take such other actions as any such Authorized Representative may deem necessary or desirable in implementing the provisions of this resolution and the transactions contemplated in this resolution (the signature of any Authorized Representative being conclusive evidence that such Authorized Representative deemed such action necessary or desirable);

That the Lender be and hereby is authorized and directed, without limitation or obligation to inquire, irrespective of the circumstances, to honor and carry out all orders, directions or instructions of any Authorized Representative or any other officer, employee, representative or agent of the Company as to the disposition of all amounts borrowed or credit obtained on behalf of the Company, and the Lender shall be under no obligation or liability for the use or disposition of

any amounts borrowed or credit obtained, even though used for the benefit of or deposited to the credit of any such Authorized Representative, officer, employee, representative or agent of the Company;

That any Authorized Representative is authorized to execute and deliver agreements designating third party legal representatives to make informational inquiries or transact on behalf of the Company;

That the Company hereby ratifies, confirms, approves, and adopts (i) any and all actions that would be authorized by this resolution but for the fact that such actions were taken prior to the date of this resolution and (ii) any and all past acts of any officer, employee, representative or agent of the Company in borrowing or obtaining credit from the Lender, in executing instruments in favor of the Lender, or in giving security for the benefit of the Lender;

That the Secretary of the Company be and hereby is directed to promptly certify to the Lender the identity of the officers of the Company and any other Authorized Representative and to notify the Lender of any appointment or removal of any Authorized Representative, and the Company shall fully protect, indemnify, and save harmless the Lender from any claim, loss, cost, damage or expense arising out of each such certification; and

That this resolution is a continuing resolution upon which the Lender may rely until it has been notified in writing of an amendment to or the revocation of this resolution and has acknowledged its receipt of such notice, provided that any such amendment or revocation, or any change in the officers of the Company, shall not affect the rights of the Lender or the liability of the Company under actions taken, commitments extended or obligations incurred prior to the Lender's actual receipt and acknowledgement of such notice.

The Company adopted the Authorizing Resolution at a meeting of the Board of Directors of the Company, and if applicable jointly with the stockholders of the Company, duly held as entered in the minutes of the Company.

**Effectiveness of Resolution.** The Authorizing Resolution (as that term is defined in this certificate or, if no such definition is given in this certificate, in the most recent Secretary's Certificate and Resolution to Borrow delivered by the Company to the Lender) is in full force and effect and has not been amended. The Authorizing Resolution was duly adopted in accordance with the articles and bylaws of the Company and state laws. The provisions of the Authorizing Resolution are not inconsistent with the articles or bylaws of the Company or state laws.

**Authorized Representatives.** The name of each Authorized Representative (as that term is defined in the Authorizing Resolution) is set forth below:

| Name | Title |
|---|---|
| Ray Albert Price | President/Secretary |
| Debbie Uffelman | Chief Financial Officer |

**Continuing Validity.** Lender is entitled to rely upon this certificate until Lender has been notified in writing of the removal or appointment of any Authorized Representative or of an amendment to or the revocation of the Authorizing Resolution and has acknowledged its receipt of such notice, provided that any such amendment or revocation, or any change in Authorized Representatives, shall not affect the rights of the Lender or the liability of the Company under actions taken, commitments extended or obligations incurred prior to the Lender's actual receipt and acknowledgement of such notice.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed the seal of the Company this 7th day of October, 2024.

Signed by:
By: Ray Price , Secretary
90E6BF06DEC54BF...

In cases where the Secretary is authorized to sign the above-referenced loan documents, this resolution must also be signed below by a second officer of the Company, if any.

Signed by:
By: Debbie Uffelman
Name: Debbie Uffelman
Title: Chief Financial Officer (Corporate seal affixed)

Docusign Envelope ID: AF7AEE8D-EC00-414F-80B8-5AB00EEE2512

| Assn. | B.O. No. | CIF No. | Loan No. | Product Code | Coll. Code | Customer Name | Commitment Amount |
|---|---|---|---|---|---|---|---|
| 53 | 74 | 2133181 | 1159046100 | 1009 | 1 | Sunterra Farms Iowa, Inc. | $500,000.00 |

# PROMISSORY NOTE/LOAN AGREEMENT

CF300 (5/23)

**LENDER:** Compeer Financial, PCA
PO Box 810
Sun Prairie, WI 53590

**NOTE DATE:** October 07, 2024
**MATURITY DATE:** May 01, 2025
**LOAN AMOUNT:** $500,000.00

**TYPE OF LOAN:** Revolving Line of Credit (RLOC)

**TYPE OF INTEREST RATE:** Adjustable Rate Prime Rate Based

**STATED INTEREST RATE:** 9%

**ADJUSTABLE RATE PRIME RATE BASED: The initial annual rate of interest is equal to the Stated Interest Rate.** On the first day of each month the interest rate shall be adjusted by adding a margin of **0.5** percentage points to the index. This margin shall remain in effect until **October 4, 2025** at which time Lender may change the margin at its discretion, and Lender may continue to change the margin at successive intervals of **1** year(s) each thereafter. The index for adjustments is the prime rate reported on the tenth day of the month preceding the interest rate change date by the Wall Street Journal in its daily listing of money rates, defined therein as "the base rate on corporate Loans posted by at least 70 percent of the 10 largest U.S. banks." If a prime rate is not reported on the tenth day of a month, the prime rate reported on the first business day preceding the tenth day of the month will be used. If this index is no longer available, Lender will select a new index which is based upon comparable information.

**LOAN PAYMENTS:**
Interest-only Payments: Interest payments are payable **monthly** beginning on **November 01, 2024.** The remaining unpaid balance of the loan is payable in its entirety on the Maturity Date.

**DRAFT PROGRAM:**
Loan funds may be disbursed pursuant to the Draft Program Agreement set forth herein. The minimum draft amount is **$0.00.**

**COLLATERAL:** Payment of the Loan is secured by:
All existing and future security agreements from any Borrower/Debtor (and from third parties if so intended) to the Lender. All of the covenants and agreements contained in said security instruments are made a part of this note.

**DEFAULT ADD-ON RATE:**
2.0000% will be added to the interest rate that would otherwise be in effect for this Loan if Borrower defaults as explained in the Additional Provisions.

**FOR VALUE RECEIVED,** the undersigned Borrower, whether one or more, jointly and severally promise to pay to the order of the Lender at its office shown above on or before the Maturity Date the principal sum equal to the Loan Amount together with interest thereon from dates of disbursement until paid pursuant to the Lender's Individual Loan Pricing Program (the "Program"), as provided in the Additional Provisions ("Loan"). Borrower grants to the Lender, as security for the payment of this Loan and, if applicable, the other Obligations, as defined in the Additional Provisions, a present security interest or lien in the property described above and, if applicable, the other Collateral, as defined in the Additional Provisions.

Borrower acknowledges receipt of: a) pertaining to the Lender or the Lender's parent association, as applicable, the most recent annual report and most recent quarterly report, if more recent than the annual report; a copy of the Notice to Borrowers concerning investment, which includes a description of the terms and conditions under which equity is issued; capitalization bylaws and b) an Effective Interest Rate and Disclosure, a Truth in Lending Disclosure Statement, or a Closing Disclosure, as applicable.

THIS AGREEMENT INCLUDES THE PROVISIONS IN THE "PROMISSORY NOTE/LOAN AGREEMENT – ADDITIONAL PROVISIONS" AND THE PROVISIONS IN THE "ADDENDUM TO PROMISSORY NOTE/LOAN AGREEMENT"

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

This is Exhibit "L" referred to in the Affidavit (or statuary declaration) of Arthur Friesen
sworn (or affirmed or declared) before me this 5 day of September, 2025

A Commissioner for Oaths in and for Alberta

Scott Chimuk
Barrister & Solicitor

Sunterra Farms Iowa, Inc., an Iowa Corporation

Signed by:

By: Ray Price

Ray Albert Price, President

Signed by:

By: Debbie Uffelman

Debbie Uffelman, Chief Financial Officer

Docusign Envelope ID: AF7AEE8D-EC00-414F-80B8-5AB00EEE2512

# ADDENDUM TO PROMISSORY NOTE/LOAN AGREEMENT

Date: October 07, 2024 Loan Number: 1159046100

This Addendum is a part of, and contains additional terms and conditions for, a Promissory Note/Loan Agreement ("Note") dated October 07, 2024 in the principal sum of $500,000.00, evidencing a loan extended by Compeer Financial, PCA ("Lender") to Borrower. Unless waived in writing by the Lender, until all liabilities of the Borrower under this loan have been paid and satisfied in full, the Borrower covenants and agrees as follows:

1. ANNUAL FINANCIAL STATEMENTS: In addition to the other obligations of the Borrower under the Note, the Borrower (whether one or more) shall provide to the Lender a copy of each Borrower's financial statements as described in this paragraph on or before 3/1/2025, and annually thereafter (or at such other times and with such other frequency as the Lender may request from time to time). These financial statements shall be in any form and shall disclose any information which the Lender may request from time to time in its sole discretion, but shall consist of at least the following (unless the Lender requires otherwise in writing): a balance sheet as of the end of the previous calendar year and a statement of income covering the previous calendar year, together with appropriate supporting schedules. These financial statements shall be certified by the party described in the statements (or, in the case of a corporation or other legal entity, by such authorized officer, manager, or similar representative of such party as the Lender may require from time to time) and shall be prepared in accordance with generally accepted accounting principles, consistently applied, or on such other basis as the Lender may permit in writing from time to time. Upon the Lender's request, these financial statements shall be combined, consolidated, or consolidating statements, and/or shall describe in the aggregate the operations of the party described in the statements and one or more of the other parties required to provided financial statements pursuant to this paragraph or this addendum, if any.

2. To furnish to Lender, interim financials consisting of a balance sheet and income and expense statement and, or a projected income and expense statement, as requested by Lender.

3. Sunterra Enterprises Inc, to furnish to Lender, a balance sheet and a cumulative statement of income and expense from the beginning of each fiscal year through the end of such period, as requested by Lender.

# PROMISSORY NOTE/LOAN AGREEMENT - ADDITIONAL PROVISIONS

Date: October 07, 2024 Loan Number: 1159046100

**1. INDIVIDUAL LOAN PRICING PROGRAM:** The Program provides for charging differential interest rates according to loan classes determined by criteria adopted by the Lender from time to time, such as type of loan, purpose, amount, quality, funding costs, operating costs, servicing costs, and competitive interest rates. There are separate types of loans and interest rates under the Program, each having a different rate of interest, and the loans within each class are assigned to an interest rate category. It is possible that the particular rate for each class of loan may differ among such geographical areas as may be designated from time to time. In the event that Borrower defaults under the terms or conditions of any promissory note, membership agreement, mortgage or other security document, or any amendatory agreement to any of these, the Lender at its option may adjust this Loan to any less favorable interest rate category then offered or maintained by Lender for loans of this type. The higher interest rate shall become effective immediately upon placement of this Loan into the less favorable interest rate category by Lender, and the Loan may, at the option of Lender, remain in the less favorable interest rate category for the remaining term of the Loan, regardless of whether Borrower later cures the default. Lender shall not place the Loan into a less favorable interest rate category unless Lender has first given Borrower written notice of the default, and Borrower fails to cure the default within 60 days after Lender has given the notice. In addition to adjusting the Loan to a less favorable interest rate category, Lender may also charge the higher default interest rate described below.

**2. INTEREST CALCULATION METHOD:**
Interest may be based upon a 360- or 365-day year as the Lender may determine.

**3. ADJUSTABLE OR VARIABLE INTEREST RATES:** If the Loan has an adjustable or variable interest rate, Borrower will be notified in writing of any change in an interest rate tied to an external index not later than 45 days after the effective date of the change, or if the interest rate is not tied to an external index, not later than 10 days after the effective date of the change, or if this Loan is subject to Truth in Lending, not later than the notice period required under the Truth in Lending Act and implementing regulations. Notwithstanding the foregoing or any provision herein to the contrary, in no event shall the interest rate be less than 0.0000% per annum.

**4. DEFAULT RATE OF INTEREST:** If Borrower defaults under this document, any unpaid installment of principal or interest shall bear interest from the date of default until the default is cured or maturity of the Loan is accelerated by reason of default at a rate equal to the interest rate for this Loan that would otherwise be in effect during the period of default plus the Default Add-On Rate per annum (the "default rate"), and the amount of such interest in excess of interest otherwise accruing in the absence of default shall be immediately due and payable. At maturity or upon acceleration of maturity by reason of default, the entire indebtedness including all principal, interest and advancements shall bear interest until paid at the default rate in effect at the time of maturity or acceleration of maturity, as the case may be.

**5. DISBURSEMENTS OF PRINCIPAL:** Disbursements of principal may be made at various times at Borrower's request, subject to the provisions of this paragraph. Repayments of principal under a Revolving Line of Credit reinstate the Loan commitment, subject to the terms of this document, but the total of the unpaid balance of future advances together with the existing indebtedness hereunder, in the aggregate at any one time outstanding, shall not exceed the Loan Amount; otherwise, repayments of principal do not reinstate the Loan commitment, and total disbursements, in the aggregate, shall not exceed the Loan Amount. The Lender may withhold further disbursements if it determines that: (a) the value of the Collateral is insufficient; (b) the Loan proceeds have been used for purposes not approved by the Lender; (c) Loan Payments have not been made in accordance with the repayment plan contained in this Note; or (d) an event has occurred which entitles the Lender to accelerate maturity of the Loan. If this Loan is a Revolving Line of Credit, Borrower agrees that disbursements shall be requested and used primarily for business, commercial or agricultural purposes and not for personal, family, household or other consumer purposes.

**6. DRAFT PROGRAM AGREEMENT:** The Borrower may draw Loan funds using the draft forms furnished by the Lender, subject to the following terms and conditions:

(a) The Borrower authorizes and directs the Lender and its duly authorized agents to accept drafts made or drawn by any Borrower and to disburse Loan funds accordingly, as specified in this document; however, Borrower agrees not to use drafts as payments on this or other Obligations of the Borrower. The Borrower may be charged a reasonable fee for this program and the cost of printing drafts.

(b) The Borrower jointly and severally accepts responsibility for all disbursements made pursuant to this authorization and direction. The Lender shall not be obligated to inquire as to whether the Borrower has issued specific directions for any particular draft or to determine whether the Borrower has received the benefit of the proceeds of any particular draft before honoring such draft. Drafts may be deposited directly into the bank account of any Borrower.

(c) The minimum amount for which each draft may be written is the Minimum Draft amount. In the event that Borrower writes any draft for an amount below this minimum, the Lender may charge Borrower a reasonable fee for each draft that is not in compliance.

(d) Drafts may not be written in excess of the undisbursed Loan commitment. The Lender reserves the right to revoke all future draft privileges without notice to the Borrower in the event of an overdraft and the right to reject drafts that are not written for purposes specified in the Loan documents or pursuant to these terms and conditions. In the event that Lender chooses to honor a draft which exceeds the available Loan commitment, Borrower is liable for full repayment of the funds thus borrowed, plus interest, and Lender may charge Borrower a reasonable overdraft fee.

(e) The Borrower agrees to immediately notify the Lender in the event one or more drafts are lost, stolen, destroyed or otherwise misused and to indemnify the Lender and hold the Lender harmless from any loss or claim if any draft is lost, stolen, forged, altered or otherwise misused if the Lender did not have notice of the same at least 24 hours prior to honoring such draft.

(f) The Borrower may stop payment on a draft by request to the Lender. The Borrower will be charged a reasonable fee for each stop-payment order and agrees to reimburse the Lender for all damages, costs and expenses as a result of the Lender's refusal to honor such draft. The Lender shall not be liable in the event the draft is honored following a stop-payment order if such order is not received in sufficient time to permit dishonor.

(g) This authorization and direction shall be effective as to this and, with the Lender's approval, other existing and future Loans to the Borrower and shall continue in force and effect until the Lender receives written notice of revocation signed by the Borrower, provided the privilege of using drafts may be withdrawn by the Lender and unused drafts must be surrendered to the Lender on demand.

**7. FUNDS HELD PROGRAM:** Lender may offer a Funds Held Program ("Program") that allows Borrower to make advance conditional payments on designated loans. Lender reserves the right, in its discretion, to amend or terminate the Program. The following terms and conditions apply to all Program accounts in connection with loans from Lender.

(a) Subject to Lender's rights to direct the application of payments, an advance payment made to be applied to future maturities on the Loan will be placed in a Program account ("Account") as of the date received. If a special prepayment of principal is desired, Borrower must so specify when an advance payment is made.

(b) Interest will accrue on funds in the Account at such times and at such rates as per Lender's Program. Lender may change the interest rate or accrual period from time to time without notice. The Program may provide for different interest rates for different categories of loans.

(c) When a Loan installment or other related charge becomes due, funds in the Account for this Loan will be automatically applied on the due date toward payment of the installment or related charge. Any accrued interest in the Account will be applied first. If the funds in the Account are not adequate to pay the entire installment or related charge, Borrower must pay the difference by the installment due date.

(d) Funds received after a Loan installment or related charge has been billed will be applied to the installment or related charge due. Funds received in excess of the billed installment amount or related charge will be placed in the Account. Even though no installment or related charge is due, Lender may, at its option, apply funds from the Account without notice to Borrower as follows:

– Protective Advances. If Borrower fails to pay when due other items Borrower is required to pay pursuant to any Loan document, Lender may apply funds in the Account to pay them.

– Account Ceiling. If the Account balance exceeds the unpaid balance on the Loan, Lender may apply the funds in the Account to pay off the loan and will return any excess funds.

– Transfer of Security. If Borrower sells, assigns, or transfers any interest in any collateral for the Loan, Lender may apply the funds in the Account to the remaining Loan balance.

– Deceased Borrowers. If all Borrowers are deceased, Lender may apply the funds in the Account to the remaining Loan balance.

– Termination of Program. If Lender decides to terminate the Program, it may apply all funds in the Account to the remaining Loan balance effective on the termination date.

(e) Lender may, in its discretion, permit Borrower to withdraw funds from the Account in accordance with Lender's Program.

(f) Neither the advance payments nor the accrued interest in an Account are insured by a governmental agency or instrumentality. If Lender is placed in liquidation, Borrower shall be sent by the receiver such notices as required by FCA regulations then in effect. Such regulations currently provide for advance notice from the receiver that funds in the Account will be applied to the Loan and that funds in the Account will not earn interest after the receiver is appointed.

**8. LOAN PAYMENTS:** If the Loan is payable in installments and the period from the day interest begins to the due date of the first installment is more than the interval between installments, there may be an interest only payment due one installment interval prior to the due date of the first installment, or the interest may be included in the first installment at the option of the Lender, but if such period is less than the interval between installments and principal and interest are payable in equal installments, then the first installment will be decreased by the amount of interest not yet accrued for that installment. The final installment may be more or less than preceding installments, if any, and any periodic adjustments to the interest rate will result in corresponding changes in the amount of installments, if the Loan is payable in installments, or the amount due at maturity. The Borrower may make advance payments in any amount and at any time without penalty. Prepayments shall, at the option of the Lender, (a) be held by the Lender and then applied to installments of principal and interest next scheduled to mature in the order of maturity, (b) be immediately applied to payment of principal then outstanding, resulting in a reamortization of the remaining balance of the Loan over the remaining term under the existing payment plan and in a corresponding reduction in the amount of future installments of principal and interest, or (c) be immediately applied to payment of principal then outstanding, with, if amortized, a corresponding reduction in the number of future installments of principal and interest in the inverse order of maturity, thus discharging the Loan at an earlier date; provided, in any event, the Lender may, at its option, first apply any such prepayments to the payment of interest accrued to the date of prepayment.

**9. PERSONAL PROPERTY AND FIXTURES:** The following subsections (1) and (2) including the definitions apply, in addition, only if the collateral described on the Promissory Note/Loan Agreement, and each addendum thereto, includes personal property or fixtures:

(1) **Obligations and Collateral.** The Borrower grants to the Lender as security for the payment and performance of this Loan and the other Obligations a security interest in all of the Borrower's rights, title, and interest in the Collateral, including all rights to transfer an interest in the collateral. "Obligations" means this Loan and all other loans and advances by the Lender (except any loan extended solely to one or more rural homeowners, as that term is defined in 12 C.F.R. § 613.3030) including:

(a) existing and future indebtedness, liabilities, and other obligations of the Borrower to the Lender of any kind, absolute or contingent, due or to become due, arising out of existing or future credit granted by the Lender to the Borrower, or any one or more of them, and all extensions and renewals thereof from time to time; and

(b) all costs incurred by the Lender in enforcing its rights under this document with interest, including attorney's fees and legal costs.

"Collateral" includes:

(a) the property described on the Promissory Note/Loan Agreement and each addendum thereto;

(b) all additions, accessions, replacements, and substitutions of the Collateral and property of similar type or kind now owned or hereafter acquired by the Borrower; and

(c) to the extent not included in (a) or (b) as original Collateral, all products and proceeds of the Collateral.

(2) **Warranties and Agreements:** The Borrower warrants and agrees that:

(a) The Borrower is the absolute owner of the Collateral free from any encumbrances, liens, security interests, or equity interests, except for the security interest granted herein and except as disclosed by the Borrower to the Lender in writing.

(b) The Borrower shall:

(1) care for the Collateral and not permit its value to be impaired;

(2) keep the Collateral free from all encumbrances, liens, and security interests, other than those created or expressly permitted herein;

(3) defend the Collateral against all claims and legal proceedings by persons other than the Lender;

(4) pay and discharge when due all taxes, license fees, levies, and other charges upon the Collateral; and

(5) immediately inform the Lender in writing of any change in Borrower's address or the location of the Collateral. Loss of or damage to the Collateral shall not release the Borrower from any of the Obligations. Upon demand, the Borrower will provide additional collateral acceptable to the Lender.

(c) At the Lender's request, the Borrower shall keep all Collateral and the Lender's interest in it insured under policies naming the Lender as loss payee, with provisions, coverages, amounts, and by insurers satisfactory to the Lender, and the Borrower shall furnish Lender satisfactory evidence of such insurance.

(d) The Borrower shall pay all expenses which are permitted to be recovered from the Borrower by applicable law and, upon request, take any action reasonably deemed advisable by the Lender to preserve the Collateral or to establish, determine the priority of, perfect, continue as perfected, preserve, enforce or terminate the Lender's rights and interest in the Collateral.

(e) The Lender is authorized to examine the Collateral at reasonable times.

(f) The Borrower shall not dispose of any of the Collateral without the authorization of the Lender and, except as otherwise agreed to in writing by the Lender, shall apply the proceeds of all dispositions of the Collateral to payment of this Loan.

(g) The Borrower understands that the unauthorized disposition of Collateral with intent to defraud the Lender constitutes a federal criminal offense.

(h) The Borrower hereby authorizes the Lender to file all financing statements describing the Collateral, and all amendments thereto, in any offices as the Lender, in its sole discretion, may determine. The Borrower hereby also authorizes the Lender to file all effective financing statements describing the Collateral pursuant to 7 U.S.C. Section 1631, and all amendments thereto, in any offices as the Lender, in its sole discretion, may determine.

(i) If the Collateral includes federal or state government program entitlements or payments, the Borrower shall execute and deliver to the Lender all assignments, transfers, and other documents required by the Lender to transfer, convey, and assign to the Lender all such federal and state government program entitlements, payments, rights to payment whether or not earned by performance, accounts, general intangibles, and benefits.

(j) All terms in this Agreement that are defined in the Uniform Commercial Code, as enacted in the state in which Lender's office originating this Loan is located and as amended from time to time ("UCC"), shall have the meanings set forth in the UCC unless the context clearly requires otherwise. The meaning of a term hereunder shall automatically change on the effective date of each amendment to the definition of such term in the UCC.

(k) For each Borrower that is not an individual, the legal name of each such Borrower is as set forth in the Note or an addendum thereto. No Borrower has used any trade name, assumed name, or other name except those set forth in the Note or an addendum thereto. The Borrower shall give the Lender written notice at least 30 days before the date of:

(1) any change in any Borrower's name or

(2) any use by any Borrower of another name.

(l) If any Borrower is a Registered Organization, as that term is defined in the UCC, all information provided by the Borrower to the Lender concerning the state(s) of organization for the Borrower is true, accurate, and complete. No Borrower shall change its state of organization without the prior written consent of the Lender. Borrower shall provide the Lender with written notice at least 30 days before the date any Borrower takes any action to change its state of organization.

(m) If any Borrower is an individual or an entity that is not a Registered Organization, all information provided by the Borrower to the Lender concerning the address of an individual Borrower's residence or the address of the chief executive office of an entity that is not a Registered Organization is true, accurate, and complete. No individual Borrower shall change that address of residence without providing written notice to the Lender at least 30 days before the effective date of such address change. No Borrower that is an entity that is not a Registered Organization shall change that address of the chief executive office without providing written notice to the Lender at least 30 days before the effective date of such address change. Each Borrower who is an individual shall give Lender written notice at least 30 days before any change in Borrower's name, or a name change on Borrower's driver's license or other state-issued identification ("Driver's License"), or expiration, renewal or replacement of Borrower's Driver's License. Each Borrower gives Lender authority to periodically inspect their Driver's License.

(n) To the extent that the Borrower uses proceeds of the Loan extended by the Lender to purchase Collateral, Borrower's repayment of the Loan shall apply on a "first-in-first-out" basis so that the portion of the Loan used to purchase a particular item of the Collateral shall be paid in the chronological order the Borrower purchased the Collateral.

Borrower agrees to deliver upon the request of the Lender such additional or corrected documents, drafts or instruments as the Lender may deem necessary at any time.

**10. FINANCIAL RECORDS:** The Borrower agrees to maintain complete and accurate financial books and records for Borrower's business, permit access by the Lender and to provide periodic financial information as requested by Lender in a form acceptable to Lender.

**11. PAYMENTS BY LENDER:** The Lender is authorized but not obligated to pay the following items and charge them to the Loan with interest at the rate or rates then applicable to this Loan:

(a) amounts required to pay prior liens on the Collateral;

(b) the cost of insurance carried by the Borrower in connection with this Loan or any financially related service offered by or through the Lender;

(c) appraisal and title evidence costs, recording and filing fees, and similar items;
(d) amounts required for the Borrower to acquire and maintain stock or participation certificates in the Lender or the Lender's parent association, as applicable; and
(e) any accrued interest hereunder that is not paid when due;
(f) any fees or charges assessed in connection with any loan, loan servicing action, or other service, including optional financial services provided by or through Lender;
(g) any letters of credit issued for or on behalf of Borrower;
(h) any sums Lender determines necessary to protect Lender's interest in any Collateral security pursuant to this Note or any other loan document; and
(i) any items or charges necessary to close the Loan.

**12. EVENTS OF DEFAULT:** Each of the following constitutes a default by Borrower under this document:
(a) the failure to perform any warranty or agreement contained in this document or in any instrument securing payment of this Loan or related to this Loan;
(b) default under any other promissory note executed by the Borrower, or any one or more of them, and payable to the Lender (except any promissory note executed solely by one or more rural homeowners, as that term is defined in 12 C.F.R. § 613.3030);
(c) default under any lease executed by the Borrower, or any one or more of them, under which the Lender is the Lessor, and, it shall also be an event of default under this document if an event of default occurs on any other loan or lease that any Borrower has with either the Lender's parent association or any subsidiaries of the Lender's parent association;
(d) any statement or report furnished by the Borrower to the Lender is false in any material respect;
(e) any Borrower provides false, misleading or incomplete information to Lender for the purpose of influencing the decision(s) of Lender;
(f) any Borrower engages in any unlawful activity;
(g) any Collateral is lost, stolen, substantially damaged, destroyed, or, without the Lender's consent, sold or encumbered;
(h) any Borrower or guarantor dies, is dissolved, or the commencement of any proceeding by or against any Borrower or guarantor under the provisions of any bankruptcy or insolvency laws;
(i) the Lender, in good faith, deems itself insecure or determines that the prospect of payment of this Loan or the prospect of performance of this or any other instrument securing this Loan or relating to it is impaired;
(j) the use of loan proceeds for purposes not approved by the Lender; or
(k) any provision of any of the Loan documents shall for any reason cease to be legal, valid and binding on Borrower or any guarantor, or Borrower or any guarantor state so in writing.

**13. LENDER'S REMEDIES:** Lender, in addition to other rights provided in this document or by law or agreement, may do any one or more of the following if Borrower defaults under this document:
(a) declare this Loan and any or all other loans to Borrower or any one or more of them (except any loan extended solely to one or more rural homeowners, as that term is defined in 12 C.F.R. § 613.3030) immediately due and payable;
(b) require Borrower to reimburse the Lender for expenses incurred by the Lender in protecting or enforcing its rights under this document, regardless of whether Collateral is involved, including without limitation reasonable attorney's fees and legal expenses when permitted by law;
(c) as to Collateral which is personal property or fixtures, exercise all the remedies of a secured party under the Uniform Commercial Code including without limitation:
(1) without notice to the Borrower or judicial process peaceably enter upon any premises where the Collateral is located, take possession of it and remove it from the premises;
(2) require the Borrower to assemble the Collateral and make it available to the Lender at a place designated by Lender which is reasonably convenient to both parties;
(3) use and occupy the Borrower's premises to care for livestock collateral;
(4) appoint a receiver to marshal, preserve and manage the Collateral until judgment is obtained;
(5) care for and harvest the crops and dispose of them at private sale (at Borrower's expense) since crops are perishable and may decline speedily in value; and
(6) after deduction of expenses, the Lender may apply the proceeds of disposition to the Obligations as defined in security agreement(s) in effect between the Borrower and the Lender in the order and amounts the Lender elects.
(d) reduce or modify the Loan commitment amount or modify the terms and conditions upon which Lender may be willing to consider making advances.

Except in connection with a loan primarily made for the personal, household or family purposes of the Borrower, Lender may obtain the appointment of a receiver [including a general receiver if permitted by applicable law], to take possession of all collateral of the Borrower, including, but not limited to, all real property and personal property, and all facilities, fixtures and equipment leased, occupied or used by the Borrower. Borrower hereby irrevocably consents to the appointment of such receiver and agrees to cooperate and assist any such receiver as reasonably requested to facilitate the transfer of possession of the collateral to such receiver and to provide receiver access to all books, records, information and documents as requested by such receiver.

**14. ASSIGNMENT OF LOAN:** The Lender may not assign or otherwise transfer this Loan to any party other than AgriBank, FCB and its successors (the "Bank"), whether absolutely or as collateral security and whether in the ordinary course of business or otherwise, without the express written consent of the Bank. If this Loan is assigned or otherwise transferred to the Bank or another institution chartered pursuant to the provisions of the Farm Credit Act of 1971, as amended, ("Act") the interest rate hereunder may be established by such institution in accordance with the provisions of this document. If this Loan is assigned or transferred to a party not chartered under the Act, notwithstanding any contrary provision in this document, in the absence of maturity or acceleration, the following apply:
(a) If this is a Variable Rate loan or an Adjustable Rate Operating RLOC, adjustments in the interest rate will be made only on the dates occurring at successive intervals of one year each after the first day of the month and year of such assignment based upon an index and margin. The index will be the weekly average yield on United States Treasury securities, as made available by the Federal Reserve Board, adjusted to a constant maturity of one year.
(b) If this is an Adjustable Rate Capital RLOC or Adjustable Rate IT Loan, the interest rate will continue to be adjusted on the dates and intervals described therein based upon an index and margin. The index will be the same as for a Variable Rate Loan, except it will be adjusted to a constant maturity of a length equal to the length of the interval between adjustments specified above (if U.S. Treasury yield figures are not available for this length, the U.S. Treasury yield figures which are available for the closest length of time which is shorter than the interval between adjustments will be used).
(c) For interest rate adjustments under (a) and (b), the margin will be the amount by which the interest rate in effect for this Loan at the time of the assignment, in the absence of default, exceeds the index that would have been effective for the date that this interest rate was established for this Loan (the last previous repricing date). The new interest rate will be calculated by adding the margin to the applicable current index and rounding the total to the nearest one-eighth of one percent, subject however, to the provision herein for a higher default rate. The current index will be the most recent index available as of 45 days before the date the interest rate is to be adjusted. If the applicable index is not available, the Lender will select a new index which is based upon comparable information. The interest rate shall never exceed the rate permitted by applicable law.
(d) If this is an Adjustable Rate Prime Rate Based Loan, the margin that is used for interest rate adjustments shall remain fixed for the remaining term of the Loan at the margin amount that is in effect at the time of the assignment.

**15. WAIVER:** The Borrower and other parties to this transaction (except the Lender), and each of them, whether principal, surety, guarantor, endorser, or other party, agree to be jointly and severally bound and, further, waive demand, protest, and notice of demand, protest, or nonpayment, and agree that the liability of each shall be unconditional without regard to the liability of any other party and shall not be affected by any indulgence, extension or extensions of time, renewal, waiver, release of any party or of any Collateral, or other modifications granted or consented to by the Lender. The rights and powers granted to the Lender hereunder shall not, nor shall any provision hereof, be waived except in writing signed by the Lender, and the provisions hereof shall not be modified, limited, or waived by any prior or subsequent course of dealing between the parties or between the Borrower and third parties or by any usage of trade. To the extent the Bank gives or has given value to the Lender in reliance hereon, either by way of loan or discount, the Borrower hereby waives any and all other defenses or right of offset which the Borrower or any of them may or might have against the Lender when this document is held by the Bank, its collateral custodian, or the successors or assigns of either.

**16. APPOINTMENT OF AGENT:** Each Borrower hereby appoints each of the other Borrowers as agent for the purposes of this Loan and, if applicable, the Obligations and agrees that Loan funds, dividends, stock retirement proceeds, and other distributions may be disbursed to or by order of any one or more of them, as the Lender may elect. This appointment shall continue until written notice of termination is received by the Lender.

**17. ASSOCIATION MEMBERSHIP:** Borrower agrees to purchase and maintain stock or participation certificates ("Stock") in the Lender or the Lender's parent association, as applicable, in amounts as may be required from time to time under the Capital Plan adopted by the Board of Directors pursuant to applicable Bylaws or under the policies or procedures of the Lender or the Lender's parent association, as applicable (such Bylaws, policies, or procedures, the "Capitalization Policy."). Borrower authorizes and directs the Lender to, without further authorization or direction from any Borrower, retain from any stock retirement proceeds paid to Borrower any amounts required to purchase participation certificates in the Lender or the Lender's parent association, as applicable, and to retain from any participation certificate retirement proceeds paid to Borrower any amounts required to purchase stock in the Lender or the Lender's parent association, as applicable, and to make such purchases on behalf of any one or more Borrower to the extent required by the Capitalization Policy and then distribute the net proceeds (if any) to any one or more Borrower, as the Lender may elect. Borrower grants to Lender a first priority security interest in and to all Stock now owned or hereafter acquired by Borrower as additional collateral for the obligations of Borrower to Lender. As more particularly described in the Lender's Bylaws, Borrower agrees that Lender shall have the right of set-off against all Stock in the event of a default by Borrower on any obligation of Borrower to Compeer Financial.

**18. REPORTING:** Lender, its agents, successors and assigns may report Borrower's name and information regarding this Loan and all of Borrower's past and future loans to credit reporting agencies.

**19. LENDER'S RIGHT TO INSURE COLLATERAL:** Unless you (the Borrower) provide us (the Lender) with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your Collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the Collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the Collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

**20. POWER OF ATTORNEY:** Borrower hereby irrevocably appoints the Lender as Borrower's attorney-in-fact to act for the Borrower with full authority in the place and name of the Borrower to take any action and to execute an instrument which the Lender may deem advisable to accomplish the purposes of this Agreement, including authority:

(a) to endorse, collect, sue for, compromise, and receive any drafts, instruments, documents, or moneys due in connection with the Collateral;

(b) to file any claims or take any action or institute any proceedings which the Lender may deem desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Lender with respect to any of the Collateral;

(c) to disburse funds including paying insurance premiums, taxes, liens, and other costs of preserving the Collateral; and

(d) to establish, determine priority of, perfect, continue as perfected, preserve, enforce, or terminate the Lender's rights and interests under this Agreement. The Lender may charge its expenses of doing so to any of the Obligations and the Borrower shall pay them upon demand with interest from the date each expense is incurred at the rate in effect on the date each expense is incurred on the applicable Obligation.

**21. AUTHORIZATION FOR ACCESS TO INFORMATION:** Borrower acknowledges and agrees that the verification or reverification of any information, whether contained in the Borrower's Loan application or in any other manner supplied by the Borrower to the Lender in connection therewith, may be made at any time by the Lender, its agents, successors, or assigns, either directly or through a credit reporting agency, from any source whether named in the Borrower's Loan application or otherwise provided to the Lender by the Borrower. Borrower authorizes and gives consent to Lender to provide to any guarantor the current outstanding balance and the payment and disbursement history of all loans of the Borrower guaranteed by the requesting guarantor. Borrower authorizes and gives consent to Lender to provide to any third-party pledger of Collateral for any of Borrower's loans the current outstanding balance and the payment and disbursement history of said loans.

**22. UNAUTHORIZED DISPOSITIONS AND FALSE STATEMENTS:** Borrower understands that it is a federal crime punishable by fine, imprisonment, or both to knowingly make any false statements in the Borrower's Loan application as applicable under the provisions of Title 18, United States Code, Section 1014. Borrower also understands that any unauthorized disposition of Collateral or the making of any false statement or report to the Lender in connection with a loan could result in civil and criminal consequences to the Borrower as applicable under the provisions of Title 18, United States Code, Sections 658 and 1014.

**23. PARTIES BOUND:** Each person signing the Note, other than the Lender, is a Borrower. The Obligations of all Borrowers are joint and several, and all Borrowers hereby acknowledge receipt of all proceeds of the Loan. This Agreement benefits the Lender, its successors, and assigns. This Agreement shall bind the Borrowers, the Borrowers' heirs, personal representatives, successors, and assigns, and all persons and parties who become bound as a Borrower under this Agreement.

**24. FEES CHARGED:** Lender has authority to charge and Borrower agrees to pay any reasonable fees and costs charged by Lender to amend the terms of this Loan. Borrower gives Lender authority to advance such fees and costs and charge them to the loan. If Borrower does not immediately repay such advance, interest at the default rate shall begin to accrue on the amount advanced. The absence of express authority in this Promissory Note/Loan Agreement to charge a specific fee or cost to Borrower shall not be construed as a prohibition on the charging of such fees or costs.

**25.CONSENT TO ELECTRONIC COMMUNICATIONS:** The terms of this paragraph shall not apply to transactions through which Borrower will obtain products or services which are used primarily for personal, family or household purposes. Borrower agrees that any "Communications" (as defined herein) directed to any one or more of the Borrowers by or on behalf of Lender or any of its affiliates or agents (as applicable, a "Communicator") may be provided in electronic form or transmitted by electronic means. As used herein, "Communications" means all notices, disclosures, documents and other communications given by or on behalf of a Communicator including, without limitation, all shareholder communications and any disclosures, notices, or communications relating to any transaction between any Borrower and Lender, but expressly excluding any notice required by law to be provided in paper form. Borrower acknowledges that electronic Communications entails risks (including the risk of interception by a third party) and hereby releases Lender and each Communicator from all liability relating to the electronic provision or transmission of Communications. Borrower agrees to provide Lender upon request with the e-mail address or addresses of Borrower and to notify Lender within 10 days of any change in e-mail address or addresses. Any Communication sent by e-mail will be deemed received when sent to the last e-mail address or addresses of any one or more of the Borrowers known by Lender. Any Communication digitally published by a Communicator on an internet website will be deemed received by Borrower when a Communicator has both published the Communication and notified Borrower that the Communication has been published. Transmission of any document as an "electronic record" containing Borrower's "electronic signature," as those terms are defined in applicable federal or state laws, or facsimile transmission of any document containing a facsimile of Borrower's signature, shall be as effective, enforceable and valid as if a paper version of such document were delivered containing such original written signature. Such document constitutes an original document for legal purposes. At any time, Borrower may request a paper copy of any record made available to Borrower electronically. Any Borrower may revoke the consent to receive electronic Communications contained in this paragraph by sending thirty (30) days prior written notice of such revocation, signed by all of the Borrowers, to Lender by certified mail, return receipt requested.

**26. NOTICES:** Except as required by statute or regulation, all Communications to Borrower provided for under the Promissory Note/Loan Agreement will have been duly given and will be effective on the earliest of the following dates if addressed to the last address known by the Lender of any one or more of the Borrowers: (a) when personally delivered to any Borrower; (b) the first business day after being delivered prepaid (or pursuant to an invoice arrangement) to a reputable overnight courier service; (c) three business days after being deposited in the mail; or (d) the day sent by e-mail or other electronic means as provided in Section 25.

**27. MISCELLANEOUS:** The Borrower agrees to deliver upon the request of the Lender such additional or corrected documents, drafts or instruments as the Lender may deem necessary at any time.

**28. GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, federal laws to the extent applicable, and otherwise by the laws of the State of Wisconsin, except to the extent that the law of any other jurisdiction applies as to the perfection or enforcement of Lender's security interest in or lien on any property.

**29. MODIFICATION:** No modification of this document or any related document shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

**30. LEGAL AUTHORITY/COMPLIANCE WITH LAWS:** If Borrower, or any of them, is a legal entity, (1) Borrower is, and shall continue to be, duly organized, validly existing and/or legally qualified to do business under the laws of the states in which Borrower operates, in compliance with federal, state and local laws or regulations, and has legal authority in such states to conduct business operations and to own agricultural real estate; and, no change has been made in the name, ownership, control, relationship, legal status, or organizational and/or formation documents of Borrower since the time any such information was last provided to Lender.

**31. NOMINATING COMMITTEE AND BOARD MEMBERSHIP.** The Lender's Bylaws limit membership on the Lender's Nominating Committee and Board of Directors to Borrowers who reside or farm in the Lender's territory.

**32. LEGAL FEES, COSTS, AND EXPENSES.** If Lender engages an attorney or other professionals, or if Lender is required to respond to a subpoena, participate in a deposition, or testify at a court or other proceeding, in connection with this Promissory Note/Loan Agreement or in connection with any obligation of any one or more Borrower to Lender or service provided to any one or more Borrower by Lender, Borrower shall pay to Lender all attorneys or other professional fees incurred, a reasonable hourly rate for time spent by Lender staff in responding to a subpoena or preparing for and appearing at a deposition, hearing or trial, court costs and other expenses as allowed by applicable law. All such fees and expenses shall be immediately due and payable upon demand and, if not paid within 30 days thereafter, will bear interest at the maximum legal rate of interest permitted under applicable law.

**33. RIGHT OF SET OFF.** Without prejudice to any other right or remedy it has or may have, and to the fullest extent permitted by law, Lender may immediately set off or recoup any liability it, or one of its affiliates, owes to any one or more Borrower, however held, against any liability for which any one or more Borrower is liable to Lender or one of its affiliates, whether liability is matured or unmatured, or arises under this Agreement. Notice may, but is not required to, be given to Borrower, and Borrower hereby expressly waives the right to notice of set off.

**34. SEVERABILITY.** If any provision of this Promissory Note/Loan Agreement is illegal or unenforceable, that provision is severed from this Promissory Note/Loan Agreement, and the other provisions remain in effect only if the essential business and legal provisions are legal and enforceable.

**Oral or unexecuted agreements or commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (the Borrower) and us (the Lender) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

Docusign Envelope ID: AF7AEE8D-EC00-414F-80B8-5AB00EEE2512

| Assn. | B.O. No. | CIF No. | Loan No. | Product Code | Customer Name | Commitment Amount |
|---|---|---|---|---|---|---|
| 53 | 74 | 2133181 | 1159046100 | 1009 | Sunterra Farms Iowa, Inc. | $500,000.00 |

# EFFECTIVE INTEREST RATE AND DISCLOSURE

CF330 (03/24)

**Date:** October 07, 2024

The disclosures on this page are made pursuant to Section 4.13(a) of the Farm Credit Act of 1971, as amended, 12 U.S.C. 2199, and are not part of the contractual agreement between Borrower and Lender. This Loan is not subject to the Truth-in-Lending (TIL), 15 U.S.C. 1601 et seq., and the effective rate of interest described herein is not to be construed as the equivalent of the annual percentage rate which would be disclosed on a loan subject to TIL.

**Stated Interest Rate.** The rate of interest currently applicable to the Loan is 9%
The rate of interest calculated with Loan Origination Charges, not including the required stock purchase, is 9.46%
**Effective Interest Rate.** The Stated Interest Rate adjusted to show the effect of any required stock purchase and all other Loan Origination Charges is 9.46%
NOTE: The Effective Interest Rate is calculated to include any required stock purchase amount, which will only be collected from each Borrower in accordance with the terms of a separate written agreement governing each Borrower's required stock purchase, if any.

Loan Origination Charges and Purchase of Stock
Stock Amount $0.00

Loan Origination Charges
Origination Fee $1,500.00

Other Fees

Except with respect to stock protected under Section 4.9A of the Farm Credit Act of 1971, as amended, stock that is purchased in the Lender or the Lender's parent association, as applicable, is at risk and can only be retired at the discretion of the association board. Effective Interest Rate is calculated as if stock will never be retired.

If stock is retired, as is customary, the Effective Interest Rate may be lower than the percentage stated above.

It is generally the association's practice to retire stock when a Borrower's loan balance is paid in full or upon full payment of all of Borrower's loans, provided the association has an adequate capital position. At this time, the association's capital exceeds the regulatory capital requirements.

**INTEREST RATE PLAN:**
**ADJUSTABLE RATE PRIME RATE BASED: The initial annual rate of interest is equal to the Stated Interest Rate.** On the first day of each month the interest rate shall be adjusted by adding a margin of **0.5** percentage points to the index. This margin shall remain in effect until **October 4, 2025** at which time Lender may change the margin at its discretion, and Lender may continue to change the margin at successive intervals of 1 year(s) each thereafter. The index for adjustments is the prime rate reported on the tenth day of the month preceding the interest rate change date by the Wall Street Journal in its daily listing of money rates, defined therein as "the base rate on corporate Loans posted by at least 70 percent of the 10 largest U.S. banks." If a prime rate is not reported on the tenth day of a month, the prime rate reported on the first business day preceding the tenth day of the month will be used. If this index is no longer available, Lender will select a new index which is based upon comparable information.
In the event of default at any time during the term of the Loan, however, and at maturity, the Loan may be subject to a higher rate of interest.

**ADJUSTMENT FACTORS:** The factors which the Lender takes into account in making adjustments to the interest rate on the Loan (except fixed rate loans and any adjustable rate loans tied to an index including prime, LIBOR and SOFR) include cost of funds, operating expenses, provision for loan losses, capital requirements, capital sharing, nonearning assets and competitive elements of the financial environment. The factors considered by the Lender may change during the term of the Loan.

**REPRESENTATIVE EXAMPLES:** These examples show the effect that changes in the stock requirement and loan origination fees would have on the effective interest rate of a representative loan with customer level stock. A $101,000 amortized loan, including a stock requirement of the lesser of $1,000 or 2% of the loan principal, amortized over a 5-year term with level annual payments, a stated interest rate of 10%, and loan origination charges of $1,000 would have an effective interest rate of 10.79%. If the loan amount was to remain at $101,000, but the loan origination charges increase to $1,500, the effective interest rate would be 10.99%. If the loan amount was to remain at $101,000 with loan origination charges of $1,500 but only $500 of stock was purchased because Borrower already owned some stock, the effective interest rate would be 10.79%.

**LOAN OPTIONS:** The Lender may offer secured and unsecured short- and intermediate-term loans including lines of credit, with maturities up to 7 years or, in some instances, 10 years. Installments can be paid monthly, quarterly, semi-annually, annually, or according to other irregular repayment plans as may be agreed upon by Borrower and Lender. Interest rates may be variable at the option of the Lender, fixed for a specified period and then variable, adjustable at specified intervals with the rate determined either at Lender's discretion or in accordance with the prime index, LIBOR index or SOFR index, or fixed for the term of the Loan. Some loan

options are subject to certain conditions and are not available to all borrowers for all purposes. In addition, loan options, including interest rates, may vary by location and time period. The availability of any loan option is subject to change at any time at the discretion of the Lender. If the Lender is an ACA or an FLCA, Lender also offers long-term real estate mortgage loans with maturities of 5 to 40 years secured by agricultural real estate or rural homes. Interest rates may be fixed for the term of the Loan, variable at the option of the Lender, or adjustable at specified intervals with the rate adjusted either at Lender's discretion or in accordance with Federal Farm Credit Banks Funding Corporation rates or the prime index, LIBOR index or SOFR index. These real estate mortgage loan options are subject to the same conditions, limitations, and varying availability as mentioned above for the short- and intermediate-term loans.

**BORROWER RIGHTS:** The Farm Credit Act of 1971, as amended (12 U.S.C. 2001 et seq.), and the regulations of the Farm Credit Administration, afford certain rights to Borrowers who are farmers, ranchers, or producers or harvesters of aquatic products, including basic processing and marketing operations. Those rights include, but are not limited to, the following:

1. At loan closing, Borrower shall receive copies of loan documents signed by Borrower. Upon request thereafter Borrower is entitled to copies of documents signed or delivered by Borrower, copies of Lender's or the Lender's parent association's charter and bylaws, as applicable, and copies of Lender's appraisals of the collateral.
2. If the Loan has an adjustable or variable interest rate, Borrower will be notified in writing of any change in an interest rate tied to an external index not later than 45 days after the effective date of the change, or if the interest rate is not tied to an external index, not later than 10 days after the effective date of the change.
3. If Borrower's Loan is in a differential interest rate program, Borrower may request that Lender review the Loan to verify that the proper interest rate category has been assigned, and also to explain in writing to Borrower the basis for the interest rate charged and how the credit status of Borrower may be improved to receive a lower interest rate on the Loan.
4. If Lender places Borrower's Loan in nonaccrual status and such action results in an adverse action being taken against Borrower (such as revocation of any undisbursed loan commitment), the Lender shall notify Borrower in writing of such change in status and the reasons therefor. If Borrower is not delinquent in any payments under the Loan at the time and Borrower's request to have the Loan reinstated to accrual status is denied, Borrower may obtain a review of such denial before the Lender's credit review committee.
5. Lender may not commence foreclosure or other legal action against any collateral securing the Loan unless at least 45 days before such commencement Lender has provided Borrower with a copy of Lender's restructuring policy and forms on which Borrower may submit a request for restructuring. If Borrower's request for restructuring is denied, Borrower may appeal the denial to Lender's credit review committee, and may also obtain an independent appraisal of any collateral (at Borrower's expense) for consideration by the credit review committee.
6. If Lender acquires agricultural real estate by enforcement of Lender's lien, when Lender elects to sell or lease the acquired property, the previous owner shall have a right of first refusal on the property. Lender shall notify the previous owner in writing and the previous owner may purchase or lease the property, as appropriate, at the appraised fair market value or fair rental value, or if the property is sold by public offering, at the price of the highest qualified bid.

If you have any questions concerning the information contained on this disclosure page, please contact your servicing office.

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

COMPEER FINANCIAL®

Loan Number: 1159046100

# INSURANCE ACKNOWLEDGMENT FORM

INS101 (6/22)

I acknowledge that I have been offered insurance through Compeer Financial (the "Association"). I understand that purchasing insurance from the Association is optional, and that I am free to purchase this insurance from other available sources, and that I will not be discriminated against by the Association for obtaining insurance elsewhere. These are representative products that are offered through Compeer Financial. Clients may or may not be eligible to purchase all products depending upon their individual circumstances.

Date: October 7, 2024

**I am interested in Life Insurance -** I am interested in obtaining information about life insurance and consent to Compeer Financial providing personal information to possible insurance providers in order to facilitate those providers on getting life insurance information to me.
☐ Yes ☒ No ☐ I currently have a Life Insurance policy.

**I am interested in Disability Insurance -** I am interested in obtaining information about disability insurance and consent to Compeer Financial providing personal information to possible insurance providers in order to facilitate those providers on getting disability insurance information to me.
☐ Yes ☒ No ☐ I currently have a Disability Insurance policy.

**I am interested in Crop Hail Insurance -** A named peril crop insurance policy that provides acre by acre protection against the peril of hail, up to the actual cash value of the crop.
☐ Yes ☒ No ☐ I currently have a Crop Hail Insurance policy.

**I am interested in federally subsidized Multi-Peril Crop Insurance -** A multiple peril crop insurance policy that provides a source of guaranteed income when there is a production loss. MPCI offers varying coverage levels for a variety of crop types.
☐ Yes ☒ No ☐ I currently have a Multi-Peril Insurance policy.

Sunterra Farms Iowa, Inc., an Iowa Corporation

Signed by:
By: Ray Price
Ray Alberts, President

Signed by:
By: Debbie Uffelman
Debbie Uffelman, Chief Financial Officer

| Assn. | B.O. No. | CIF No. | Customer Name |
|---|---|---|---|
| 53 | 74 | 2133181 | Sunterra Farms Iowa, Inc. |

# SECURITY AGREEMENT

CF380 (05/24)

1. **GRANT OF SECURITY INTEREST.** For value received, the undersigned Debtor, whether one or more, grants to the Secured Party, Compeer Financial, PCA("Secured Party"), whose address is: PO Box 810, Sun Prairie, WI 53590 a security interest in all of the Debtor's rights, title, and interest in the property described in Section 2, including all rights to transfer an interest in the Collateral ("Collateral"), to secure the payment and performance of the obligations described in Section 3 ("Obligations").
2. **COLLATERAL DESCRIPTION.** The Collateral is the property described in one or more Exhibits to this Agreement which are by this reference incorporated into this Agreement.
3. **OBLIGATIONS SECURED.** "Obligations" means:(a) all existing and future loans, advances, indebtedness and payment and performance obligations owed or owing to Secured Party arising out of existing or future credit granted by Secured Party to Debtor (or any of them, if more than one), to Debtor and another, to another guaranteed or endorsed by Debtor, or to another designated by Debtor, whether direct or indirect, absolute or contingent, including both consumer and commercial credit, and both long-term and short-term credit; and (b) all existing and future payment and performance obligations of Debtor arising out of this Agreement; and (c) all costs and expenses incurred by Secured Party in protecting or enforcing its rights under this Agreement with interest from the date incurred at Secured Party's applicable loan rate on the date incurred, including, to the extent permitted by law, attorneys' fees and legal costs and expenses.DESIGNATION AGREEMENT. The Debtor hereby agrees to pledge as collateral the property described in this Agreement as security for all existing and future loans, advances, indebtedness, including renewals and segments, and payment and performance obligations owed or owing to Secured Party, arising out of existing or future credit granted by Secured Party to Sunterra Farms Iowa, Inc. ("Borrower"), whether such are made to one or more Borrower, individually or collectively ("Notes").

It is the intent of the Debtor to pledge the property described in this Agreement as collateral for all Notes as referred to above, notwithstanding the fact that the undersigned has no personal liability on the Notes.

Debtor hereby waives diligence, presentment, protest, notice of dishonor, notice of default by Borrower, demand for payment, extension of time for payment, notice of acceptance of this Security Agreement, and indulgences and notices of every kind. If the Borrower is a corporation, Debtor waives any rights of subrogation, indemnity, reimbursement and contribution which would otherwise be acquired by Debtor by reason of its payment of any part of the Obligations. Lender may do the following from time to time without notice to, or consent of, the Debtor and without affecting Debtor's liability under this Agreement:

a. Change the terms of the Obligations or of any debts or liabilities of Borrower including without limitation renew, extend or accelerate the time for payment or performance and change the interest rate.
b. Release, settle or compromise any debts or liabilities of Borrower.
c. Exchange, modify, release, impair, or fail to perfect a security interest in, any collateral securing the Obligations. Debtor shall remain bound by this Agreement until all terms of the Obligations are fully performed by Borrower, notwithstanding any event that would, in the absence of these provisions, result in the discharge of the Debtor.

Lender may enforce this Agreement without first proceeding against Borrower, any Guarantor, any other person or any security or collateral and without first pursuing any other right or remedy. This Agreement remains enforceable regardless of any defenses which the Borrower may assert on the Obligations including but not limited to failure of consideration, breach of warranty, fraud, statute of frauds, bankruptcy, lack of legal capacity, statute of limitations, lender liability, accord and satisfaction, and usury. If foreclosure or other remedy is pursued, only the net proceeds, after deduction of all charges and expenses, shall be applied to the amount due on the Obligations. Lender shall not be required to institute or prosecute proceedings to recover any deficiency as a condition of payment hereunder or enforcement hereof. Lender may purchase all or part of the collateral or security at any foreclosure or other sale for its own account and may apply the amount bid against the amount due on the Obligations.

4. **DEBTOR'S DUTIES REGARDING COLLATERAL.**

4.1 **Prohibition on Disposition of Collateral by Debtor. DEBTOR SHALL NOT SELL, STORE OFF-FARM, LEASE OR OTHERWISE DISPOSE OF ANY COLLATERAL EXCEPT AS FOLLOWS:**
Subject to any restrictions stated in an addendum to this Agreement and to Secured Party's continuing security interest in all proceeds and accounts arising from permitted disposition of Collateral, Debtor, before default, may in a commercially reasonable manner, (1) market milk, (2) market eggs, and (3) use feed, crops and products of crops as feed for Debtor's livestock and poultry; or b) as specifically authorized in a writing signed by Secured Party or in an addendum to this Agreement. Secured Party reserves the right, in its sole discretion, to revoke or modify any permission given Debtor to dispose of Collateral.

4.2 **Ownership Warranty.** Debtor warrants that Debtor is the absolute owner of all Collateral free of all interests, liens, encumbrances, options and security interests except: (a) Secured Party's security interest and (b) those disclosed to Secured Party by Debtor in writing.

4.3 **Location of Collateral.** The Debtor has provided the Secured Party with information concerning the location of the Collateral and the Debtor warrants to the Secured Party that such information is true, accurate, and complete. Except with the prior written consent of the Secured Party, the Debtor shall not remove any Collateral from any location as provided to the Secured Party. Debtor shall immediately inform Secured Party in writing of any change in the location of the Collateral.

4.4 **Records and Reports.** Debtor shall keep permanent records of all material information on the acquisition, maintenance, identification and disposition of all Collateral in a form acceptable to Secured Party. Secured Party shall have the right to examine and copy these records at reasonable times and places. Debtor's records are kept at Debtor's present residence and shall not be removed from the state of Debtor's present residence. Debtor agrees to furnish Secured Party with written reports on the Collateral with content and at times as Secured Party may reasonably request.

4.5 **Maintenance of Collateral.** Debtor shall: (a) care for the Collateral in accordance with good agricultural practices and not permit its value to be impaired; (b) keep it free from all liens, encumbrances and security interests (other than those created or expressly permitted by this Agreement); (c) defend it against all claims and legal proceedings by persons other than Secured Party; (d) pay and discharge when due all taxes, license fees, levies and other charges upon it; (e) not permit it to become a fixture or an accession to other goods except as specifically authorized in a writing signed by Secured Party; and (f) not permit it to be used in violation of any law, regulation or policy of insurance. Loss of or damage to the Collateral shall not release Debtor from any of the Obligations.

4.6 **Insurance.** Debtor shall keep all Collateral and Secured Party's interest in it insured under policies with provisions, coverages, amounts and by insurers satisfactory to Secured Party from time to time. Debtor shall furnish Secured Party with evidence of this insurance satisfactory to Secured Party. At Secured Party's request, Secured Party shall be specifically named in an appropriate union or standard mortgage clause endorsed on the policy. Debtor assigns and directs any insurer to pay to Secured Party the proceeds of this insurance and all premium refunds. Debtor authorizes Secured Party to endorse in Debtor's name any instrument for such proceeds or refunds. Secured Party shall have the option to apply the proceeds and refunds to any of the Obligations, whether or not due, or to restoration of the Collateral, returning any excess to Debtor. Secured Party is authorized, in the name of the Debtor or otherwise, to make, adjust and settle claims under any credit insurance financed by Secured Party or any insurance on the Collateral and to cancel the insurance after the occurrence of an event of Default.

4.7 **Inspection.** Debtor shall permit and assist Secured Party to verify and inspect the Collateral wherever located at reasonable times.

5. **DEFAULT.**

5.1 **Default by Debtor.** Each of the following constitutes a default under this Agreement by Debtor ("Default"): (a) Failure to pay when due any principal, interest, advances, late charges, costs, attorneys' fees or other charges incurred on any of the Obligations; (b) The sale or other disposition of any of the Collateral when it is not authorized by this Agreement; (c) Failure to perform or observe any warranty, agreement or obligation contained in this Agreement or in any mortgage, deed of trust, security agreement, loan application or any evidence of or document relating to any of the Obligations; (d) Any warranty or information given to Secured Party in connection with this Agreement or any of the Obligations is false in any material respect when made; (e) Loss, theft, substantial damage, destruction or encumbrance of any of the Collateral or the making of any levy, seizure or attachment against it; (f) The acceleration of the maturity of Debtor's indebtedness to any other creditor; (g) The death, dissolution or termination of existence, insolvency, business failure, appointment of a receiver for any property, assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws, of, by, or against Debtor or any guarantor or surety of Debtor; (h) Failure of any of Debtor's account debtors or obligors to make payment when due or to honor Secured Party's security interest; (i) The occurrence of any event which causes Secured Party in good faith to believe that the Obligations are inadequately secured or the prospect of payment, performance or realization on the Collateral is impaired; or (j) A default under any lease executed by any Debtor under which the Secured Party is the lessor or a default under any other loan or lease that any Debtor has with either the Secured Party's parent association or any subsidiaries of the Secured Party's parent association.

5.2 **Secured Party's Remedies.** Secured Party, in addition to other rights and remedies provided in this Agreement or in any evidence of or document associated with the Obligations or provided by law, may do any one or more of the following if a Default occurs under Section 5.1: (a) Declare any or all Obligations immediately due and payable; (b) Refuse to make advances under any commitment; (c) Exercise all rights and remedies of a secured party under the Uniform Commercial Code; (d) Without notice to the Debtor or judicial process, peaceably enter upon any premises where the Collateral is located, take possession of all or any part of it, and remove it from the premises; (e) Require Debtor at Debtor's expense to assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties; (f) Sell, lease or otherwise dispose of all or any part of the Collateral, without notice to Debtor except as required by law, in one or more parcels at public or private proceeding on such terms as Secured Party may deem commercially reasonable; (g) Occupy and use the Debtor's premises, pasturage, feed troughs and water to care for livestock Collateral; (h) Crops are perishable and may decline rapidly in value and Secured Party at Debtor's expense may protect, cultivate, harvest, thresh and combine crops and sell them at private sale; (i) Apply the proceeds of Debtor's Association stock and participation certificates to the Obligations in such order and at such times as Secured Party shall determine; (j) Require Debtor to reimburse Secured Party out of proceeds from the disposition of Collateral or otherwise for expenses incurred by Secured Party in protecting or enforcing its rights under this Agreement. These expenses include the expenses of retaking, holding, preparing for sale or other disposition, and selling or disposing of the Collateral and, to the extent not prohibited by law, attorneys' fees and legal expenses. Secured Party may charge these expenses to any of the Obligations and Debtor shall pay them upon demand with interest from the date incurred at the rate in effect on the date incurred on the applicable Obligation. After deduction of these expenses, Secured Party may apply the proceeds of disposition to the Obligations in the order and amounts it elects; (k) If there is any security or collateral other than the Collateral described in this Agreement for any of the Obligations, then Secured Party may proceed upon the Collateral and the other security and collateral either concurrently or separately in any order it chooses; and (l) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral, the Debtor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

5.3 **Commercially Reasonable.** In addition to other means which are commercially reasonable: (a) commercially reasonable notice is written notice sent to any address of Debtor given by Debtor to Secured Party in conjunction with this Agreement at least 10 calendar days (counting the day of sending) before the date of a proposed disposition of Collateral; and (b) commercially reasonable means of disposition of livestock include a sale through a livestock market and through a licensed livestock sales company.

6. **MISCELLANEOUS PROVISIONS.**

6.1 **True Information.** Debtor warrants that all information, statements and warranties given by or on behalf of Debtor to Secured Party in connection with this Agreement or the Obligations are true and correct.

6.2 **Collections.** (a) At any time Secured Party may, and Debtor shall upon request, notify Debtor's account debtors and obligors on instruments to make payment directly to Secured Party. Secured Party may enforce collection of, settle, compromise, extend

or renew the indebtedness of such account debtors and obligors. Unless this notification is given, Debtor, as agent of Secured Party, shall collect accounts and instruments. (b) When required by Secured Party, all proceeds of Collateral received by Debtor shall be held by Debtor upon an express trust for Secured Party, shall not be commingled with any other funds or property of Debtor and shall be turned over to Secured Party in precisely the form received (but endorsed by Debtor, if necessary for collection) not later than the third business day following the date of receipt. All proceeds of Collateral received by Secured Party directly or from Debtor shall be applied against the Obligations in such order and at such time as Secured Party shall determine.

6.3 **Maintenance of Security Interest.** To the extent permitted by law, Debtor shall pay all expenses, and upon request take any action reasonably deemed advisable by Secured Party, to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, preserve, enforce or terminate Secured Party's rights and interests under this Agreement.

6.4 **Power of Attorney.** Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact to act for Debtor with full authority in the place and name of Debtor to take any action and to execute any instrument which the Secured Party may deem advisable to accomplish the purposes of this Agreement, including authority: (a) to endorse, collect, sue for, compromise and receive any drafts, insiruments, documents or moneys due in connection with the Collateral; (b) to file any claims or take any action or institute any proceedings which Secured Party may deem desirable for the collection of any of the Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Collateral; (c) to disburse funds including paying insurance premiums, taxes, liens, and other costs of preserving the Collateral; and (d) to establish, determine priority of, perfect, continue perfected, preserve, enforce or terminate Secured Party's rights and interests under this Agreement. Secured Party may charge its expenses of doing so to any of the Obligations and Debtor shall pay them upon demand with Interest from the date incurred at the rate in effect on the date incurred on the applicable Obligation.

6.5 **Unauthorized Disposition and False Statements.** Debtor understands that the unauthorized disposition of Collateral or making a false statement or report to Secured Party in connection with a loan could result in civil and criminal consequences to Debtor (Federal Statutes 18 U.S.C. 658,1014).

6.6 **Waiver.** The failure or delay of Secured Party to enforce any right shall not be construed as a waiver of the right. Secured Party's waiver of any default shall not constitute a waiver of any prior or subsequent default. Secured Party waives only those rights specified in a writing signed by Secured Party. The provisions of this Agreement shall not be modified or waived by any course of dealing or trade usage.

6.7 **Secured Party Not Liable.** Secured Party has no duty to exercise or to withhold the exercise of any of the rights and powers expressly or implicitly granted to it in this Agreement and shall not be responsible for any failure to do so or delay in so doing. Secured Party has no duty to protect, Insure or realize upon the Collateral. Debtor releases Secured Party from all liability for any act or omission relating to the Obligations, the Collateral or this Agreement except Secured Party's willful misconduct.

6.8 **Financing Statement.** A carbon, photographic or other reproduction of this Agreement or of a financing statement shall be sufficient as a financing statement.

6.9 **Persons Bound.** Each person signing this Agreement, other than the Secured Party, is a Debtor. The Obligations of all Debtors are joint and several, and all Debtors hereby acknowledge receipt of all proceeds of the Loan. This Agreement benefits Secured Party, its successors, and assigns. This Agreement binds the Debtor, the Debtor's heirs, personal representatives, successors, and assigns, and all persons who become bound as a Debtor under this Agreement.

6.10 **Agency.** Until Secured Party is prospectively notified in writing by Debtor to the contrary, Secured Party may rely upon the following: (a) If Debtor is two or more individuals, the act or signature of any one of them shall bind them all; (b) If Debtor is a partnership, each partner is fully authorized to act for the partnership in all matters governed by this Agreement; (c) If Debtor is a corporation, each officer is fully authorized individually to act for and bind the corporation in all matters governed by this Agreement.

6.11 **Cumulative Rights.** All rights and remedies of Secured Party in this Agreement are cumulative and are in addition to other rights and remedies given in this Agreement or in any evidence of or document associated with the Obligations or provided by law.

6.12 **Termination.** This Agreement shall not be made null and void because at any particular time there is no outstanding secured Obligation and no commitment to lend money. It shall continue in effect for all Obligations to Secured Party arising prior to the filing of record of a UCC Termination Statement covering all Collateral. Debtor instructs Secured Party not to file a UCC Termination Statement until requested by Debtor.

6.13 **Interpretation.** This Agreement shall be governed by, and construed in accordance with, federal laws to the extent applicable, and otherwise by the laws of the State of Wisconsin, except to the extent that the law of any other jurisdiction applies as to the perfection or enforcement of Secured Party's security interest in or lien on any property. In this Agreement, "including" means "including but not limited to" and indicates an illustrative and incomplete listing.

6.14 **Wisconsin Performance Deposit.** If Debtor has and exercises a right to redeem any Collateral under Section 425.208, Wisconsin Statutes, the performance deposit tendered by Debtor shall not bear interest while held by Secured Party.

6.15 **Public Filings.** The Debtor hereby authorizes the Secured Party to file all financing statements describing the Collateral, and all amendments thereto, in any offices as the Secured Party, in its sole discretion, may determine. The Debtor hereby also authorizes the Secured Party to file all effective financing statements describing the Collateral pursuant to 7 U.S.C. Section 1631, and all amendments thereto, in any offices as the Secured Party, in its sole discretion, may determine. If requested by the Secured Party, the Debtor will provide the Secured Party with a list of the buyers, commission merchants and selling agents to or through whom the Debtor may sell farm products, crops, harvested crops, poultry and/or livestock and a list of all elevators, warehousemen or others where the Debtor stores farm products, crops, harvested crops, poultry and/or livestock. The Debtor authorizes the Secured Party to notify all such buyers, commission merchants, selling agents, elevators, warehousemen or any other person, of the Secured Party's security interest in the Debtors farm products, crops, harvested crops, poultry and/or livestock, unless prohibited by law.

6.16 **Government Program Payments.** If the Collateral includes federal or state government program entitlements or payments, the Debtor shall execute and deliver to the Secured Party all assignments, transfers, and other documents required by the Secured Party to transfer, convey, and assign to the Secured Party all such federal and state government program entitlements, payments, rights to payment whether or not earned by performance, accounts, general intangibles, and benefits.

6.17 **Uniform Commercial Code.** All terms in this Agreement that are defined in the Uniform Commercial Code, as enacted in the state in which Secured Party's office originating the Loan is located and as amended from time to time ("UCC"), shall have the meanings set forth in the UCC. The meaning of a term hereunder shall automatically change on the effective date of each amendment to the definition of such term in the UCC.

6.18 **Debtor Names.** For each Debtor that is not an individual, the legal name of each such Debtor is as set forth in the Note or an addendum thereto, or in this Agreement. No Debtor has used any trade name, assumed name, or other name except those set forth in the Note or an addendum thereto, or in this Agreement. The Debtor shall give the Secured Party written notice at least 30 days before the date of (1) any change in any Debtor's name or (2) any use by any Debtor of another name. Each Debtor who is an individual shall give Secured Party written notice at least 30 days before any change in Debtor's name, or a name change on Debtor's driver's license or other state-issued identification ("Driver's License"), or expiration, renewal or replacement of Debtor's Driver's License. Each Debtor gives Secured Party authority to periodically inspect their Driver's License.

6.19 **Registered Organizations.** If any Debtor is a Registered Organization, as that term is defined in the UCC, all information provided by such Debtor to the Secured Party concerning the state of organization for such Debtor is true, accurate, and complete. No Debtor shall change its state of organization without the prior written consent of the Secured Party. Debtor shall provide the Secured Party with written notice at least 30 days before the date any Debtor takes any action to change its state of organization. Debtor certifies that Debtor is, and shall continue to be, duly organized, validly existing and/or legally qualified to do business under the laws of the states in which Debtor operates, in compliance with federal, state and local laws or regulations, and have legal authority in such states to conduct Debtor's business operations and to own agricultural real estate.

6.20 **Addresses of Debtor.** If any Debtor is an individual or an entity that is not a Registered Organization, all information provided by the Debtor to the Secured Party concerning the address of an individual Debtor's residence or the address of the chief executive office of an entity that is not a Registered Organization is true, accurate, and complete. No individual Debtor shall change that address of residence without providing written notice to the Secured Party at least 30 days before the effective date of such address change. No Debtor that is an entity that is not a Registered Organization shall change that address of the chief executive office without providing written notice to the Secured Party at least 30 days before the effective date of such address change.

6.21 **Purchase Money Security Interests.** To the extent that the Debtor uses proceeds of the Loan extended by the Secured Party to purchase Collateral, Debtor's repayment of the Loan shall apply on a "first-in-first-out" basis so that the portion of the Loan used to purchase a particular item of the Collateral shall be paid in the chronological order the Debtor purchased the Collateral.

6.22 **Reporting.** The Secured Party, its agents, successors, and assigns may report Debtor's names and information regarding this Loan and all of Debtor's past and future loans to credit reporting agencies.

6.23 **Authorization for Access to Information.** Debtor acknowledges and agrees that the verification or reverification of any information, whether contained in the Debtor's loan application or in any other manner supplied by the Debtor to the Secured Party in connection therewith, may be made at any time by the Secured Party, its agents, successors, or assigns, either directly or through a credit reporting agency, from any source whether named in the Debtor's loan application or otherwise provided to the Secured Party by the Debtor.

6.24 **Future Assurances.** Debtor shall promptly provide and/or execute and deliver to Secured Party such further instruments, including, but not limited to, security agreement, financing statements, continuation statements, assignments, certificates, affidavits, or resolutions in form and substance satisfactory to Secured Party that Secured Party may require to effectuate complete, perfect, continue, or preserve the security interests granted under this security agreement, and all rights and benefits including the remedies contained in or arising from any of the loan documents.

6.25 **Severability.** If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement, and the other provisions remain in effect only if the essential business and legal provisions are legal and enforceable.

**THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON ADDITIONAL PAGES OF THIS AGREEMENT. BY SIGNING, DEBTOR ACKNOWLEDGES THAT DEBTOR HAS READ ALL OF THESE PROVISIONS AND HAS RECEIVED AN EXACT COPY OF THIS AGREEMENT.**

Dated: 10/7/2024

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

**SEE ATTACHED SIGNATURE ADDENDUM FOR SIGNATURES**

# Signature Addendum To Security Agreement

Dated: October 7, 2024 Loan No(s): 1159046100

This signature addendum is attached to and incorporated by reference in the Security Agreement dated October 7, 2024.

Lariagra Farms South, Inc., a South Dakota Corporation

Signed by:
By: Ray Price
Ray Albert Price, President/Secretary

Sunwold Farms, Inc., a South Dakota Corporation

Signed by:
By: Ray Price
Ray Albert Price, President/Secretary

Signed by:
By: Debbie Uffelman
Debbie Uffelman, Chief Financial Officer

Docusign Envelope ID: AF7AEE8D-EC00-414F-80B8-5AB00EEE2512

| Assn. | B.O. No. | CIF No. | Customer Name |
|---|---|---|---|
| 53 | 74 | 2133181 | Sunterra Farms Iowa, Inc. |

# EXHIBIT TO SECURITY AGREEMENT
# DESCRIPTION OF COLLATERAL

CF381 (05/24)

1. **Description of Collateral.** The Collateral referred to in the Security Agreement dated, October 7, 2024 by the undersigned Debtor to Compeer Financial, PCA ("Secured Party") includes, whether now owned or later acquired, the property described opposite the box(es) checked below and the property described at Sections 1.10 through 1.14.

| | | |
|---|---|---|
| 1.1 | ☒ | All crops growing, grown or to be grown. |
| 1.2 | ☒ | All harvested crops and all processed crops, whether or not produced by Debtor. |
| 1.3 | ☒ | All livestock and poultry. |
| 1.4 | ☒ | All feed, seed, fertilizer, insecticides, herbicides and other agricultural chemicals and supplies, and all now owned or hereafter acquired inventory. |
| 1.5 | ☒ | All accounts and general intangibles. |
| 1.6 | ☒ | All equipment, all spare parts and special tools for such equipment, all motor vehicles, all trailers, semi-trailers, related equipment, tools, attachments, and accessories for such trailers and semi-trailers, and all fixtures. |
| 1.7 | ☒ | All contract rights, chattel paper, documents, accounts, and general intangibles, whether now owned or hereafter acquired by Debtor, including, but not limited to, all entitlements, rights to payment, and payments (in whatever form received, including, but not limited to, payments in cash or in kind) under any current or future state or federal governmental programs, including, but not limited to, governmental agricultural diversion programs, governmental agricultural assistance programs and the United States Department of Agriculture Farm Service Agency (FSA) Feed Grain Program; and all proceeds of the foregoing. |
| 1.8 | ☒ | All accounts receivable arising from the sale of Collateral or products of the Collateral or from any contract for the sale of Collateral or of products of the Collateral. |
| 1.9 | ☐ | Property specifically described here: |

| | |
|---|---|
| 1.10 | **Association Stock.** Debtor's stock, participation certificates, equity reserve and allocated surplus in the Secured Party or its parent association, as applicable, its successors and assigns. |
| 1.11 | **Proceeds.** To the extent not included in any of the subparagraphs herein as original Collateral, all proceeds of the Collateral. (Debtor is **NOT AUTHORIZED TO SELL** or dispose of any Collateral unless authorized in the Security Agreement or in a writing signed by Secured Party.) |
| 1.12 | **Documents.** All documents of title, warehouse receipts, weight receipts, scale tickets, storage contracts (including CCC contracts) and deficiency payments covering or arising from any Collateral. |
| 1.13 | **Additions.** All additions, accessions, replacements and substitutions of or to any Collateral and all property of similar type or kind, including all offspring of livestock and poultry. |
| 1.14 | **Products.** All products of crops, livestock and poultry given as Collateral including eggs, milk and wool and all products into which any of the Collateral has been or shall later be manufactured, processed or assembled. |

2. The Collateral described in this Exhibit is in addition to property described in additional Exhibits to the Security Agreement, if any. To the extent the Collateral described in this Exhibit is similar to, or after-acquired property, products, or proceeds of existing Collateral, its inclusion in this Exhibit is for the purpose of more specifically identifying the Collateral. This Exhibit shall in no way affect the priority of the security interest of Secured Party in existing Collateral or limit the parties' intention that all similar and after-acquired property, products, and proceeds of the Collateral are also Collateral under the Security Agreement.
3.

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

Dated: October 7, 2024

**SEE ATTACHED SIGNATURE ADDENDUM FOR SIGNATURES**

# Signature Addendum To
# Exhibit to Security Agreement

Dated: October 7, 2024 Loan No(s): 1159046100

This signature addendum is attached to and incorporated by reference in the Exhibit to Security Agreement dated October 7, 2024.

Lariagra Farms South, Inc., a South Dakota Corporation

Signed by:
By: Ray Price
Ray Albert Price, President/Secretary

Sunwold Farms, Inc., a South Dakota Corporation

Signed by:
By: Ray Price
Ray Albert Price, President/Secretary

Signed by:
By: Debbie Uffelman
Debbie Uffelman, Chief Financial Officer

Docusign Envelope ID: AF7AEE8D-EC00-414F-80B8-5AB00EEE2512

# COMPEER FINANCIAL LOAN DISBURSAL STATEMENT

**Client:** Sunterra Farms Iowa, Inc **Loan Number** 1159046100

| Date | Received From or Disbursed To | Check Payable To | Receipts | Disbursements | Balance |
|---|---|---|---|---|---|
| 10/7/2024 | Compeer Financial Loan Funds | | | | $0.00 |
| | Compeer Financial Loan Funds | | | | $0.00 |
| | Additional Funds Received | | | | $0.00 |
| | Earnest Money | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | Total Fees due at Closing | | $1,500.00 | | $1,500.00 |
| | | | | | $1,500.00 |
| | | | | | $1,500.00 |
| | Origination Fee | | | $1,500.00 | $0.00 |
| | Stock | | | | $0.00 |
| | Appraisal Fee | | | | $0.00 |
| | Restricted Collateral Evaluation Rpt Fee | | | | $0.00 |
| | Flood Certification | | | | $0.00 |
| | Document Prep Fee | | | | $0.00 |
| | Closing Fee | | | | $0.00 |
| | Title/Lenders Insurance | | | | $0.00 |
| | Owner's Insurance | | | | $0.00 |
| | Report of Title/Abstract Fee | | | | $0.00 |
| | Title Exam Fee | | | | $0.00 |
| | Recording Fee | | | | $0.00 |
| | Revenue/Transfer/Deed Stamps | | | | $0.00 |
| | Special Assessment Fee | | | | $0.00 |
| | Scorecard Fee | | | | $0.00 |
| | Wire Fee | | | | $0.00 |
| | Survey | | | | $0.00 |
| | Commission | | | | $0.00 |
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| | BALANCE | | | | $0.00 |

We/I have carefully reviewed the Disbursal Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Disbursal Statement. We/I authorize Compeer Title Services to cause the funds to be disbursed in accordance with this statement.

Signed by:
Ray Price
Sunterra Farms Iowa, Inc. By: Ray Price, President — Date 10/7/2024

Signed by:
Debbie Uffelman
Sunterra Farms Iowa, Inc. By: Debbie Uffelman, Chief Financial Officer — Date 10/7/2024

Date

Date

Signed by:
Barbara Johnson
Closing Coordinator, Compeer Financial — Date 10/7/2024

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# CERTIFICATE AND RESOLUTION TO BORROW
# (CORPORATION)

CF146 (06/24)

CIF No: 2133181

I, Ray Albert Price, as Secretary of Sunterra Farms Iowa, Inc. (the "Company"), hereby certify to Compeer Financial, FLCA and to Compeer Financial, PCA (collectively, the "Lender"), as follows:

**Capacity.** I am the keeper of the records of the Company. I am familiar with the facts certified in this certificate and I am duly authorized to make the representations, certifications, and agreements contained in this certificate on behalf of the Company.

**Good Standing.** The Company is a corporation, duly organized and existing under the laws of the State of IA and is licensed to do business in the State(s) of IA. The Company is in good standing under the laws of the above state(s).

**Articles and Bylaws.** The Company's Articles of Incorporation and Bylaws, including all amendments thereto, which were previously furnished to the Lender, are in full force and effect and have not been amended or modified.

**Continuing Resolution to Borrow.** The Company has adopted a resolution, a true and correct copy of which is attached below (the "Authorizing Resolution"), which authorizes the Company to borrow funds in various amounts and on one or more occasions from the Lender:

BE IT RESOLVED, by the Board of Directors, and if applicable the stockholders as follows:

That the Company borrow funds in the orderly conduct of its business from time to time and in various amounts from Compeer Financial, FLCA and/or Compeer Financial, PCA (the "Lender"), for such periods (including any extensions, amendments and renewals), on such terms, and subject to such conditions as the Lender may determine and make available to the Company from time to time;

That the Company guarantee loans made by Lender, from time to time and in various amounts;

That the Company purchase stock or participation certificates in Compeer Financial, ACA, as required under the capitalization bylaws and capital plan of the Lender or the Lender's parent association;

That the Company encumber corporate assets as required by the Lender to secure the repayment of such loans, and to secure the repayment of loans made by Lender to third-parties, including the Company's investment in Compeer Financial, ACA, and any or all of the Company's inventory, growing crops, harvested or stored grain and commodities, warehouse receipts, storage contracts, livestock, farm products, tools, machinery, equipment, contract rights, chattel paper, documents, accounts, general intangibles, governmental farm program payments, in cash or in kind, fixtures, real estate and all other property of the Company, real, personal or mixed, of whatever kind and description and wherever located, both now owned and hereafter acquired, and the products and proceeds of the same, including insurance proceeds;

That the following individual(s) (any such individual being known herein as an "Authorized Representative"):

- ☐ The President of the Company, or
- ☐ The President or any Vice President, acting alone or together, or
- ☐ The Treasurer of the Company, or
- ☑ The President and Chief Financial Officer of the Company

acting with or without the Secretary of the Company, be and hereby are authorized to execute and deliver, for and in the name and on behalf of the Company, such loan applications, membership agreements, promissory notes (including, in Illinois, notes containing powers for confession of judgment), loan agreements, security agreements, financing statements, pledge agreements, collateral assignments, mortgages, deeds of trust and other documents, agreements and security instruments as may be deemed necessary or appropriate by the Lender to effect such loans and the security therefore, and to take such other actions as any such Authorized Representative may deem necessary or desirable in implementing the provisions of this resolution and the transactions contemplated in this resolution (the signature of any Authorized Representative being conclusive evidence that such Authorized Representative deemed such action necessary or desirable);

That the Lender be and hereby is authorized and directed, without limitation or obligation to inquire, irrespective of the circumstances, to honor and carry out all orders, directions or instructions of any Authorized Representative or any other officer, employee, representative or agent of the Company as to the disposition of all amounts borrowed or credit obtained on behalf of the Company, and the Lender shall be under no obligation or liability for the use or disposition of

any amounts borrowed or credit obtained, even though used for the benefit of or deposited to the credit of any such Authorized Representative, officer, employee, representative or agent of the Company;

That any Authorized Representative is authorized to execute and deliver agreements designating third party legal representatives to make informational inquiries or transact on behalf of the Company;

That the Company hereby ratifies, confirms, approves, and adopts (i) any and all actions that would be authorized by this resolution but for the fact that such actions were taken prior to the date of this resolution and (ii) any and all past acts of any officer, employee, representative or agent of the Company in borrowing or obtaining credit from the Lender, in executing instruments in favor of the Lender, or in giving security for the benefit of the Lender;

That the Secretary of the Company be and hereby is directed to promptly certify to the Lender the identity of the officers of the Company and any other Authorized Representative and to notify the Lender of any appointment or removal of any Authorized Representative, and the Company shall fully protect, indemnify, and save harmless the Lender from any claim, loss, cost, damage or expense arising out of each such certification; and

That this resolution is a continuing resolution upon which the Lender may rely until it has been notified in writing of an amendment to or the revocation of this resolution and has acknowledged its receipt of such notice, provided that any such amendment or revocation, or any change in the officers of the Company, shall not affect the rights of the Lender or the liability of the Company under actions taken, commitments extended or obligations incurred prior to the Lender's actual receipt and acknowledgement of such notice.

The Company adopted the Authorizing Resolution at a meeting of the Board of Directors of the Company, and if applicable jointly with the stockholders of the Company, duly held as entered in the minutes of the Company.

**Effectiveness of Resolution.** The Authorizing Resolution (as that term is defined in this certificate or, if no such definition is given in this certificate, in the most recent Secretary's Certificate and Resolution to Borrow delivered by the Company to the Lender) is in full force and effect and has not been amended. The Authorizing Resolution was duly adopted in accordance with the articles and bylaws of the Company and state laws. The provisions of the Authorizing Resolution are not inconsistent with the articles or bylaws of the Company or state laws.

**Authorized Representatives.** The name of each Authorized Representative (as that term is defined in the Authorizing Resolution) is set forth below:

| Name | Title |
|---|---|
| Ray Albert Price | President |
| Debbie Uffelman | Chief Financial Officer |

**Continuing Validity.** Lender is entitled to rely upon this certificate until Lender has been notified in writing of the removal or appointment of any Authorized Representative or of an amendment to or the revocation of the Authorizing Resolution and has acknowledged its receipt of such notice, provided that any such amendment or revocation, or any change in Authorized Representatives, shall not affect the rights of the Lender or the liability of the Company under actions taken, commitments extended or obligations incurred prior to the Lender's actual receipt and acknowledgement of such notice.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed the seal of the Company this 7th day of October, 2024.

Signed by:

By: Ray Price, Secretary

90E6BF08DEC54BF...

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| Assn. | B.O. No. | CIF No. | Loan No. | Product Code | Coll. Code | Customer Name | Commitment Amount |
|---|---|---|---|---|---|---|---|
| 53 | 74 | 4419639 | 1340860100 | 1009 | 1 | Lariagra Farms South, Inc. | $4,000,000.00 |

# PROMISSORY NOTE/LOAN AGREEMENT

CF300 (5/23)

**LENDER:** Compeer Financial, PCA
PO Box 810
Sun Prairie, WI 53590

**NOTE DATE:** October 07, 2024
**MATURITY DATE:** May 01, 2025
**LOAN AMOUNT:** $4,000,000.00

**TYPE OF LOAN:** Revolving Line of Credit (RLOC)

**TYPE OF INTEREST RATE:** Adjustable Rate Prime Rate Based

**STATED INTEREST RATE:** 9%

**ADJUSTABLE RATE PRIME RATE BASED: The initial annual rate of interest is equal to the Stated Interest Rate.** On the first day of each month the interest rate shall be adjusted by adding a margin of **0.5** percentage points to the index. This margin shall remain in effect until **October 3, 2025** at which time Lender may change the margin at its discretion, and Lender may continue to change the margin at successive intervals of **1** year(s) each thereafter. The index for adjustments is the prime rate reported on the tenth day of the month preceding the interest rate change date by the Wall Street Journal in its daily listing of money rates, defined therein as "the base rate on corporate Loans posted by at least 70 percent of the 10 largest U.S. banks." If a prime rate is not reported on the tenth day of a month, the prime rate reported on the first business day preceding the tenth day of the month will be used. If this index is no longer available, Lender will select a new index which is based upon comparable information.

**LOAN PAYMENTS:**
Interest-only Payments: Interest payments are payable **monthly** beginning on **November 01, 2024.** The remaining unpaid balance of the loan is payable in its entirety on the Maturity Date.

**DRAFT PROGRAM:**
Loan funds may be disbursed pursuant to the Draft Program Agreement set forth herein. The minimum draft amount is **$0.00.**

**COLLATERAL:** Payment of the Loan is secured by:
All existing and future security agreements from any Borrower/Debtor (and from third parties if so intended) to the Lender. All of the covenants and agreements contained in said security instruments are made a part of this note.

**DEFAULT ADD-ON RATE:**
2.0000% will be added to the interest rate that would otherwise be in effect for this Loan if Borrower defaults as explained in the Additional Provisions.

**FOR VALUE RECEIVED,** the undersigned Borrower, whether one or more, jointly and severally promise to pay to the order of the Lender at its office shown above on or before the Maturity Date the principal sum equal to the Loan Amount together with interest thereon from dates of disbursement until paid pursuant to the Lender's Individual Loan Pricing Program (the "Program"), as provided in the Additional Provisions ("Loan"). Borrower grants to the Lender, as security for the payment of this Loan and, if applicable, the other Obligations, as defined in the Additional Provisions, a present security interest or lien in the property described above and, if applicable, the other Collateral, as defined in the Additional Provisions.

Borrower acknowledges receipt of: a) pertaining to the Lender or the Lender's parent association, as applicable, the most recent annual report and most recent quarterly report, if more recent than the annual report; a copy of the Notice to Borrowers concerning investment, which includes a description of the terms and conditions under which equity is issued; capitalization bylaws and b) an Effective Interest Rate and Disclosure, a Truth in Lending Disclosure Statement, or a Closing Disclosure, as applicable.

THIS AGREEMENT INCLUDES THE PROVISIONS IN THE "PROMISSORY NOTE/LOAN AGREEMENT – ADDITIONAL PROVISIONS" AND THE PROVISIONS IN THE "ADDENDUM TO PROMISSORY NOTE/LOAN AGREEMENT"

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

This is Exhibit "M" referred to in the Affidavit (or statuary declaration) of Arthur Price
sworn (or affirmed or declared) before me this 5 day of September, 2025

A Commissioner for Oaths in and for Alberta

Scott Chimuk
Barrister & Solicitor

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Lariagra Farms South, Inc., a South Dakota Corporation

Signed by:

By: Ray Price

Ray Albert Price, President/Secretary

# ADDENDUM TO PROMISSORY NOTE/LOAN AGREEMENT

Date: October 07, 2024 Loan Number: 1340860100

This Addendum is a part of, and contains additional terms and conditions for, a Promissory Note/Loan Agreement ("Note") dated October 07, 2024 in the principal sum of $4,000,000.00, evidencing a loan extended by Compeer Financial, PCA ("Lender") to Borrower. Unless waived in writing by the Lender, until all liabilities of the Borrower under this loan have been paid and satisfied in full, the Borrower covenants and agrees as follows:

1. Beginning 9/30/2024, and monthly thereafter within 30 days of the previous month end, Borrower is to submit on a monthly basis to Lender, a Borrowing Base Certificate signed by management personnel with complete inventories with all locations and sites of hog inventory identified current through the end of the preceding month.

   The principal balance of all debt obligations associated with Compeer Financial shall at no time exceed the Net Value for Eligible Collateral as herein defined: The borrowing base shall equal the aggregate value of market hogs valued at cost plus feed and supply inventory and prepaid expenses. The Net Value for Eligible Collateral shall equal 70% of the borrowing base plus 70% of accounts receivable from packers less then 60 days of age, plus 100% hedge account liquidation value minus accounts payable minus outstanding checks.

   Any and all loan advances and disbursements shall be limited to the Total Eligible Borrowing Base being above the outstanding loan balance and accrued interest as determined by the borrowing base formula set forth in the Borrowing Base Certificate. If outstanding loan balance at any time exceeds the Total Borrowing Base, the outstanding loan balance must be reduced to the Total Eligible Borrowing Base within 30 days; if not so reduced Lender may declare the loan into default.

2. To furnish to Lender, interim financials consisting of a balance sheet and income and expense statement and, or a projected income and expense statement, as requested by Lender.

3. To achieve and maintain an owner equity percentage of 50% by 12/31/2024 and thereafter at all times. Owner equity percentage is calculated by dividing the difference between total assets and total liabilities by the total assets from the balance sheet. Classification and valuation of assets and liabilities are to be determined by Lender in accordance with the Lender's procedures. The notes associated with Shareholders and Lariagra Farms Ltd. will be viewed as equity due to debt subordination agreements.

4. Borrower covenants and agrees that any and all proceeds of Borrower's hedging account shall first be utilized for the repayment of this loan, and that Borrower shall not utilize any of such hedging account proceeds for any other purpose unless and until this loan shall be indefeasibly paid in full.

5. Borrower shall keep true, complete and accurate books, records and accounts in accordance with the Farm Financial Standards Council's Financial Guidelines for Agricultural Production consistently applied or generally accepted accounting principles consistently applied and furnish to Lender: Beginning 12/31/2024, and annually thereafter, within 60 days after the end of such period, a balance sheet and a cumulative income statement from the beginning of each fiscal year through the end of such period. Both the balance sheet and the income statement will need to be certified as correct (subject to year end adjustments) by an appropriate authorized officer of the business, and they may be unaudited.

6. Sunterra Enterprises Inc, to furnish to Lender, a balance sheet and a cumulative statement of profit and loss from the beginning of each fiscal year through the end of such period, as requested by Lender.

# PROMISSORY NOTE/LOAN AGREEMENT - ADDITIONAL PROVISIONS

Date: October 07, 2024 Loan Number: 1340860100

**1. INDIVIDUAL LOAN PRICING PROGRAM:** The Program provides for charging differential interest rates according to loan classes determined by criteria adopted by the Lender from time to time, such as type of loan, purpose, amount, quality, funding costs, operating costs, servicing costs, and competitive interest rates. There are separate types of loans and interest rates under the Program, each having a different rate of interest, and the loans within each class are assigned to an interest rate category. It is possible that the particular rate for each class of loan may differ among such geographical areas as may be designated from time to time. In the event that Borrower defaults under the terms or conditions of any promissory note, membership agreement, mortgage or other security document, or any amendatory agreement to any of these, the Lender at its option may adjust this Loan to any less favorable interest rate category then offered or maintained by Lender for loans of this type. The higher interest rate shall become effective immediately upon placement of this Loan into the less favorable interest rate category by Lender, and the Loan may, at the option of Lender, remain in the less favorable interest rate category for the remaining term of the Loan, regardless of whether Borrower later cures the default. Lender shall not place the Loan into a less favorable interest rate category unless Lender has first given Borrower written notice of the default, and Borrower fails to cure the default within 60 days after Lender has given the notice. In addition to adjusting the Loan to a less favorable interest rate category, Lender may also charge the higher default interest rate described below.

**2. INTEREST CALCULATION METHOD:**
Interest may be based upon a 360- or 365-day year as the Lender may determine.

**3. ADJUSTABLE OR VARIABLE INTEREST RATES:** If the Loan has an adjustable or variable interest rate, Borrower will be notified in writing of any change in an interest rate tied to an external index not later than 45 days after the effective date of the change, or if the interest rate is not tied to an external index, not later than 10 days after the effective date of the change, or if this Loan is subject to Truth in Lending, not later than the notice period required under the Truth in Lending Act and implementing regulations. Notwithstanding the foregoing or any provision herein to the contrary, in no event shall the interest rate be less than 0.0000% per annum.

**4. DEFAULT RATE OF INTEREST:** If Borrower defaults under this document, any unpaid installment of principal or interest shall bear interest from the date of default until the default is cured or maturity of the Loan is accelerated by reason of default at a rate equal to the interest rate for this Loan that would otherwise be in effect during the period of default plus the Default Add-On Rate per annum (the "default rate"), and the amount of such interest in excess of interest otherwise accruing in the absence of default shall be immediately due and payable. At maturity or upon acceleration of maturity by reason of default, the entire indebtedness including all principal, interest and advancements shall bear interest until paid at the default rate in effect at the time of maturity or acceleration of maturity, as the case may be.

**5. DISBURSEMENTS OF PRINCIPAL:** Disbursements of principal may be made at various times at Borrower's request, subject to the provisions of this paragraph. Repayments of principal under a Revolving Line of Credit reinstate the Loan commitment, subject to the terms of this document, but the total of the unpaid balance of future advances together with the existing indebtedness hereunder, in the aggregate at any one time outstanding, shall not exceed the Loan Amount; otherwise, repayments of principal do not reinstate the Loan commitment, and total disbursements, in the aggregate, shall not exceed the Loan Amount. The Lender may withhold further disbursements if it determines that: (a) the value of the Collateral is insufficient; (b) the Loan proceeds have been used for purposes not approved by the Lender; (c) Loan Payments have not been made in accordance with the repayment plan contained in this Note; or (d) an event has occurred which entitles the Lender to accelerate maturity of the Loan. If this Loan is a Revolving Line of Credit, Borrower agrees that disbursements shall be requested and used primarily for business, commercial or agricultural purposes and not for personal, family, household or other consumer purposes.

**6. DRAFT PROGRAM AGREEMENT:** The Borrower may draw Loan funds using the draft forms furnished by the Lender, subject to the following terms and conditions:

(a) The Borrower authorizes and directs the Lender and its duly authorized agents to accept drafts made or drawn by any Borrower and to disburse Loan funds accordingly, as specified in this document; however, Borrower agrees not to use drafts as payments on this or other Obligations of the Borrower. The Borrower may be charged a reasonable fee for this program and the cost of printing drafts.

(b) The Borrower jointly and severally accepts responsibility for all disbursements made pursuant to this authorization and direction. The Lender shall not be obligated to inquire as to whether the Borrower has issued specific directions for any particular draft or to determine whether the Borrower has received the benefit of the proceeds of any particular draft before honoring such draft. Drafts may be deposited directly into the bank account of any Borrower.

(c) The minimum amount for which each draft may be written is the Minimum Draft amount. In the event that Borrower writes any draft for an amount below this minimum, the Lender may charge Borrower a reasonable fee for each draft that is not in compliance.

(d) Drafts may not be written in excess of the undisbursed Loan commitment. The Lender reserves the right to revoke all future draft privileges without notice to the Borrower in the event of an overdraft and the right to reject drafts that are not written for purposes specified in the Loan documents or pursuant to these terms and conditions. In the event that Lender chooses to honor a draft which exceeds the available Loan commitment, Borrower is liable for full repayment of the funds thus borrowed, plus interest, and Lender may charge Borrower a reasonable overdraft fee.

(e) The Borrower agrees to immediately notify the Lender in the event one or more drafts are lost, stolen, destroyed or otherwise misused and to indemnify the Lender and hold the Lender harmless from any loss or claim if any draft is lost, stolen, forged, altered or otherwise misused if the Lender did not have notice of the same at least 24 hours prior to honoring such draft.

(f) The Borrower may stop payment on a draft by request to the Lender. The Borrower will be charged a reasonable fee for each stop-payment order and agrees to reimburse the Lender for all damages, costs and expenses as a result of the Lender's refusal to honor such draft. The Lender shall not be liable in the event the draft is honored following a stop-payment order if such order is not received in sufficient time to permit dishonor.

(g) This authorization and direction shall be effective as to this and, with the Lender's approval, other existing and future Loans to the Borrower and shall continue in force and effect until the Lender receives written notice of revocation signed by the Borrower, provided the privilege of using drafts may be withdrawn by the Lender and unused drafts must be surrendered to the Lender on demand.

**7. FUNDS HELD PROGRAM:** Lender may offer a Funds Held Program ("Program") that allows Borrower to make advance conditional payments on designated loans. Lender reserves the right, in its discretion, to amend or terminate the Program. The following terms and conditions apply to all Program accounts in connection with loans from Lender.

(a) Subject to Lender's rights to direct the application of payments, an advance payment made to be applied to future maturities on the Loan will be placed in a Program account ("Account") as of the date received. If a special prepayment of principal is desired, Borrower must so specify when an advance payment is made.

(b) Interest will accrue on funds in the Account at such times and at such rates as per Lender's Program. Lender may change the interest rate or accrual period from time to time without notice. The Program may provide for different interest rates for different categories of loans.

(c) When a Loan installment or other related charge becomes due, funds in the Account for this Loan will be automatically applied on the due date toward payment of the installment or related charge. Any accrued interest in the Account will be applied first. If the funds in the Account are not adequate to pay the entire installment or related charge, Borrower must pay the difference by the installment due date.

(d) Funds received after a Loan installment or related charge has been billed will be applied to the installment or related charge due. Funds received in excess of the billed installment amount or related charge will be placed in the Account. Even though no installment or related charge is due, Lender may, at its option, apply funds from the Account without notice to Borrower as follows:

- Protective Advances. If Borrower fails to pay when due other items Borrower is required to pay pursuant to any Loan document, Lender may apply funds in the Account to pay them.
- Account Ceiling. If the Account balance exceeds the unpaid balance on the Loan, Lender may apply the funds in the Account to pay off the loan and will return any excess funds.
- Transfer of Security. If Borrower sells, assigns, or transfers any interest in any collateral for the Loan, Lender may apply the funds in the Account to the remaining Loan balance.
- Deceased Borrowers. If all Borrowers are deceased, Lender may apply the funds in the Account to the remaining Loan balance.
- Termination of Program. If Lender decides to terminate the Program, it may apply all funds in the Account to the remaining Loan balance effective on the termination date.

(e) Lender may, in its discretion, permit Borrower to withdraw funds from the Account in accordance with Lender's Program.

(f) Neither the advance payments nor the accrued interest in an Account are insured by a governmental agency or instrumentality. If Lender is placed in liquidation, Borrower shall be sent by the receiver such notices as required by FCA regulations then in effect. Such regulations currently provide for advance notice from the receiver that funds in the Account will be applied to the Loan and that funds in the Account will not earn interest after the receiver is appointed.

**8. LOAN PAYMENTS:** If the Loan is payable in installments and the period from the day interest begins to the due date of the first installment is more than the interval between installments, there may be an interest only payment due one installment interval prior to the due date of the first installment, or the interest may be included in the first installment at the option of the Lender, but if such period is less than the interval between installments and principal and interest are payable in equal installments, then the first installment will be decreased by the amount of interest not yet accrued for that installment. The final installment may be more or less than preceding installments, if any, and any periodic adjustments to the interest rate will result in corresponding changes in the amount of installments, if the Loan is payable in installments, or the amount due at maturity. The Borrower may make advance payments in any amount and at any time without penalty. Prepayments shall, at the option of the Lender, (a) be held by the Lender and then applied to installments of principal and interest next scheduled to mature in the order of maturity, (b) be immediately applied to payment of principal then outstanding, resulting in a reamortization of the remaining balance of the Loan over the remaining term under the existing payment plan and in a corresponding reduction in the amount of future installments of principal and interest, or (c) be immediately applied to payment of principal then outstanding, with, if amortized, a corresponding reduction in the number of future installments of principal and interest in the inverse order of maturity, thus discharging the Loan at an earlier date; provided, in any event, the Lender may, at its option, first apply any such prepayments to the payment of interest accrued to the date of prepayment.

**9. PERSONAL PROPERTY AND FIXTURES:** The following subsections (1) and (2) including the definitions apply, in addition, only if the collateral described on the Promissory Note/Loan Agreement, and each addendum thereto, includes personal property or fixtures:

(1) **Obligations and Collateral.** The Borrower grants to the Lender as security for the payment and performance of this Loan and the other Obligations a security interest in all of the Borrower's rights, title, and interest in the Collateral, including all rights to transfer an interest in the collateral. "Obligations" means this Loan and all other loans and advances by the Lender (except any loan extended solely to one or more rural homeowners, as that term is defined in 12 C.F.R. § 613.3030) including:

(a) existing and future indebtedness, liabilities, and other obligations of the Borrower to the Lender of any kind, absolute or contingent, due or to become due, arising out of existing or future credit granted by the Lender to the Borrower, or any one or more of them, and all extensions and renewals thereof from time to time; and

(b) all costs incurred by the Lender in enforcing its rights under this document with interest, including attorney's fees and legal costs.

"Collateral" includes:

(a) the property described on the Promissory Note/Loan Agreement and each addendum thereto;

(b) all additions, accessions, replacements, and substitutions of the Collateral and property of similar type or kind now owned or hereafter acquired by the Borrower; and

(c) to the extent not included in (a) or (b) as original Collateral, all products and proceeds of the Collateral.

(2) **Warranties and Agreements:** The Borrower warrants and agrees that:

(a) The Borrower is the absolute owner of the Collateral free from any encumbrances, liens, security interests, or equity interests, except for the security interest granted herein and except as disclosed by the Borrower to the Lender in writing.

(b) The Borrower shall:

(1) care for the Collateral and not permit its value to be impaired;

(2) keep the Collateral free from all encumbrances, liens, and security interests, other than those created or expressly permitted herein;

(3) defend the Collateral against all claims and legal proceedings by persons other than the Lender;

(4) pay and discharge when due all taxes, license fees, levies, and other charges upon the Collateral; and

(5) immediately inform the Lender in writing of any change in Borrower's address or the location of the Collateral. Loss of or damage to the Collateral shall not release the Borrower from any of the Obligations. Upon demand, the Borrower will provide additional collateral acceptable to the Lender.

(c) At the Lender's request, the Borrower shall keep all Collateral and the Lender's interest in it insured under policies naming the Lender as loss payee, with provisions, coverages, amounts, and by insurers satisfactory to the Lender, and the Borrower shall furnish Lender satisfactory evidence of such insurance.

(d) The Borrower shall pay all expenses which are permitted to be recovered from the Borrower by applicable law and, upon request, take any action reasonably deemed advisable by the Lender to preserve the Collateral or to establish, determine the priority of, perfect, continue as perfected, preserve, enforce or terminate the Lender's rights and interest in the Collateral.

(e) The Lender is authorized to examine the Collateral at reasonable times.

(f) The Borrower shall not dispose of any of the Collateral without the authorization of the Lender and, except as otherwise agreed to in writing by the Lender, shall apply the proceeds of all dispositions of the Collateral to payment of this Loan.

(g) The Borrower understands that the unauthorized disposition of Collateral with intent to defraud the Lender constitutes a federal criminal offense.

(h) The Borrower hereby authorizes the Lender to file all financing statements describing the Collateral, and all amendments thereto, in any offices as the Lender, in its sole discretion, may determine. The Borrower hereby also authorizes the Lender to file all effective financing statements describing the Collateral pursuant to 7 U.S.C. Section 1631, and all amendments thereto, in any offices as the Lender, in its sole discretion, may determine.

(i) If the Collateral includes federal or state government program entitlements or payments, the Borrower shall execute and deliver to the Lender all assignments, transfers, and other documents required by the Lender to transfer, convey, and assign to the Lender all such federal and state government program entitlements, payments, rights to payment whether or not earned by performance, accounts, general intangibles, and benefits.

(j) All terms in this Agreement that are defined in the Uniform Commercial Code, as enacted in the state in which Lender's office originating this Loan is located and as amended from time to time ("UCC"), shall have the meanings set forth in the UCC unless the context clearly requires otherwise. The meaning of a term hereunder shall automatically change on the effective date of each amendment to the definition of such term in the UCC.

(k) For each Borrower that is not an individual, the legal name of each such Borrower is as set forth in the Note or an addendum thereto. No Borrower has used any trade name, assumed name, or other name except those set forth in the Note or an addendum thereto. The Borrower shall give the Lender written notice at least 30 days before the date of:

(1) any change in any Borrower's name or

(2) any use by any Borrower of another name.

(l) If any Borrower is a Registered Organization, as that term is defined in the UCC, all information provided by the Borrower to the Lender concerning the state(s) of organization for the Borrower is true, accurate, and complete. No Borrower shall change its state of organization without the prior written consent of the Lender. Borrower shall provide the Lender with written notice at least 30 days before the date any Borrower takes any action to change its state of organization.

(m) If any Borrower is an individual or an entity that is not a Registered Organization, all information provided by the Borrower to the Lender concerning the address of an individual Borrower's residence or the address of the chief executive office of an entity that is not a Registered Organization is true, accurate, and complete. No individual Borrower shall change that address of residence without providing written notice to the Lender at least 30 days before the effective date of such address change. No Borrower that is an entity that is not a Registered Organization shall change that address of the chief executive office without providing written notice to the Lender at least 30 days before the effective date of such address change. Each Borrower who is an individual shall give Lender written notice at least 30 days before any change in Borrower's name, or a name change on Borrower's driver's license or other state-issued identification ("Driver's License"), or expiration, renewal or replacement of Borrower's Driver's License. Each Borrower gives Lender authority to periodically inspect their Driver's License.

(n) To the extent that the Borrower uses proceeds of the Loan extended by the Lender to purchase Collateral, Borrower's repayment of the Loan shall apply on a "first-in-first-out" basis so that the portion of the Loan used to purchase a particular item of the Collateral shall be paid in the chronological order the Borrower purchased the Collateral.

Borrower agrees to deliver upon the request of the Lender such additional or corrected documents, drafts or instruments as the Lender may deem necessary at any time.

**10. FINANCIAL RECORDS:** The Borrower agrees to maintain complete and accurate financial books and records for Borrower's business, permit access by the Lender and to provide periodic financial information as requested by Lender in a form acceptable to Lender.

**11. PAYMENTS BY LENDER:** The Lender is authorized but not obligated to pay the following items and charge them to the Loan with interest at the rate or rates then applicable to this Loan:

(a) amounts required to pay prior liens on the Collateral;

(b) the cost of insurance carried by the Borrower in connection with this Loan or any financially related service offered by or through the Lender;

(c) appraisal and title evidence costs, recording and filing fees, and similar items;
(d) amounts required for the Borrower to acquire and maintain stock or participation certificates in the Lender or the Lender's parent association, as applicable; and
(e) any accrued interest hereunder that is not paid when due;
(f) any fees or charges assessed in connection with any loan, loan servicing action, or other service, including optional financial services provided by or through Lender;
(g) any letters of credit issued for or on behalf of Borrower;
(h) any sums Lender determines necessary to protect Lender's interest in any Collateral security pursuant to this Note or any other loan document; and
(i) any items or charges necessary to close the Loan.

**12. EVENTS OF DEFAULT:** Each of the following constitutes a default by Borrower under this document:
(a) the failure to perform any warranty or agreement contained in this document or in any instrument securing payment of this Loan or related to this Loan;
(b) default under any other promissory note executed by the Borrower, or any one or more of them, and payable to the Lender (except any promissory note executed solely by one or more rural homeowners, as that term is defined in 12 C.F.R. § 613.3030);
(c) default under any lease executed by the Borrower, or any one or more of them, under which the Lender is the Lessor, and, it shall also be an event of default under this document if an event of default occurs on any other loan or lease that any Borrower has with either the Lender's parent association or any subsidiaries of the Lender's parent association;
(d) any statement or report furnished by the Borrower to the Lender is false in any material respect;
(e) any Borrower provides false, misleading or incomplete information to Lender for the purpose of influencing the decision(s) of Lender;
(f) any Borrower engages in any unlawful activity;
(g) any Collateral is lost, stolen, substantially damaged, destroyed, or, without the Lender's consent, sold or encumbered;
(h) any Borrower or guarantor dies, is dissolved, or the commencement of any proceeding by or against any Borrower or guarantor under the provisions of any bankruptcy or insolvency laws;
(i) the Lender, in good faith, deems itself insecure or determines that the prospect of payment of this Loan or the prospect of performance of this or any other instrument securing this Loan or relating to it is impaired;
(j) the use of loan proceeds for purposes not approved by the Lender; or
(k) any provision of any of the Loan documents shall for any reason cease to be legal, valid and binding on Borrower or any guarantor, or Borrower or any guarantor state so in writing.

**13. LENDER'S REMEDIES:** Lender, in addition to other rights provided in this document or by law or agreement, may do any one or more of the following if Borrower defaults under this document:
(a) declare this Loan and any or all other loans to Borrower or any one or more of them (except any loan extended solely to one or more rural homeowners, as that term is defined in 12 C.F.R. § 613.3030) immediately due and payable;
(b) require Borrower to reimburse the Lender for expenses incurred by the Lender in protecting or enforcing its rights under this document, regardless of whether Collateral is involved, including without limitation reasonable attorney's fees and legal expenses when permitted by law;
(c) as to Collateral which is personal property or fixtures, exercise all the remedies of a secured party under the Uniform Commercial Code including without limitation:
(1) without notice to the Borrower or judicial process peaceably enter upon any premises where the Collateral is located, take possession of it and remove it from the premises;
(2) require the Borrower to assemble the Collateral and make it available to the Lender at a place designated by Lender which is reasonably convenient to both parties;
(3) use and occupy the Borrower's premises to care for livestock collateral;
(4) appoint a receiver to marshal, preserve and manage the Collateral until judgment is obtained;
(5) care for and harvest the crops and dispose of them at private sale (at Borrower's expense) since crops are perishable and may decline speedily in value; and
(6) after deduction of expenses, the Lender may apply the proceeds of disposition to the Obligations as defined in security agreement(s) in effect between the Borrower and the Lender in the order and amounts the Lender elects.
(d) reduce or modify the Loan commitment amount or modify the terms and conditions upon which Lender may be willing to consider making advances.

Except in connection with a loan primarily made for the personal, household or family purposes of the Borrower, Lender may obtain the appointment of a receiver [including a general receiver if permitted by applicable law], to take possession of all collateral of the Borrower, including, but not limited to, all real property and personal property, and all facilities, fixtures and equipment leased, occupied or used by the Borrower. Borrower hereby irrevocably consents to the appointment of such receiver and agrees to cooperate and assist any such receiver as reasonably requested to facilitate the transfer of possession of the collateral to such receiver and to provide receiver access to all books, records, information and documents as requested by such receiver.

**14. ASSIGNMENT OF LOAN:** The Lender may not assign or otherwise transfer this Loan to any party other than AgriBank, FCB and its successors (the "Bank"), whether absolutely or as collateral security and whether in the ordinary course of business or otherwise, without the express written consent of the Bank. If this Loan is assigned or otherwise transferred to the Bank or another institution chartered pursuant to the provisions of the Farm Credit Act of 1971, as amended, ("Act") the interest rate hereunder may be established by such institution in accordance with the provisions of this document. If this Loan is assigned or transferred to a party not chartered under the Act, notwithstanding any contrary provision in this document, in the absence of maturity or acceleration, the following apply:
(a) If this is a Variable Rate loan or an Adjustable Rate Operating RLOC, adjustments in the interest rate will be made only on the dates occurring at successive intervals of one year each after the first day of the month and year of such assignment based upon an index and margin. The index will be the weekly average yield on United States Treasury securities, as made available by the Federal Reserve Board, adjusted to a constant maturity of one year.
(b) If this is an Adjustable Rate Capital RLOC or Adjustable Rate IT Loan, the interest rate will continue to be adjusted on the dates and intervals described therein based upon an index and margin. The index will be the same as for a Variable Rate Loan, except it will be adjusted to a constant maturity of a length equal to the length of the interval between adjustments specified above (if U.S. Treasury yield figures are not available for this length, the U.S. Treasury yield figures which are available for the closest length of time which is shorter than the interval between adjustments will be used).
(c) For interest rate adjustments under (a) and (b), the margin will be the amount by which the interest rate in effect for this Loan at the time of the assignment, in the absence of default, exceeds the index that would have been effective for the date that this interest rate was established for this Loan (the last previous repricing date). The new interest rate will be calculated by adding the margin to the applicable current index and rounding the total to the nearest one-eighth of one percent, subject however, to the provision herein for a higher default rate. The current index will be the most recent index available as of 45 days before the date the interest rate is to be adjusted. If the applicable index is not available, the Lender will select a new index which is based upon comparable information. The interest rate shall never exceed the rate permitted by applicable law.
(d) If this is an Adjustable Rate Prime Rate Based Loan, the margin that is used for interest rate adjustments shall remain fixed for the remaining term of the Loan at the margin amount that is in effect at the time of the assignment.

**15. WAIVER:** The Borrower and other parties to this transaction (except the Lender), and each of them, whether principal, surety, guarantor, endorser, or other party, agree to be jointly and severally bound and, further, waive demand, protest, and notice of demand, protest, or nonpayment, and agree that the liability of each shall be unconditional without regard to the liability of any other party and shall not be affected by any indulgence, extension or extensions of time, renewal, waiver, release of any party or of any Collateral, or other modifications granted or consented to by the Lender. The rights and powers granted to the Lender hereunder shall not, nor shall any provision hereof, be waived except in writing signed by the Lender, and the provisions hereof shall not be modified, limited, or waived by any prior or subsequent course of dealing between the parties or between the Borrower and third parties or by any usage of trade. To the extent the Bank gives or has given value to the Lender in reliance hereon, either by way of loan or discount, the Borrower hereby waives any and all other defenses or right of offset which the Borrower or any of them may or might have against the Lender when this document is held by the Bank, its collateral custodian, or the successors or assigns of either.

**16. APPOINTMENT OF AGENT:** Each Borrower hereby appoints each of the other Borrowers as agent for the purposes of this Loan and, if applicable, the Obligations and agrees that Loan funds, dividends, stock retirement proceeds, and other distributions may be disbursed to or by order of any one or more of them, as the Lender may elect. This appointment shall continue until written notice of termination is received by the Lender.

**17. ASSOCIATION MEMBERSHIP:** Borrower agrees to purchase and maintain stock or participation certificates ("Stock") in the Lender or the Lender's parent association, as applicable, in amounts as may be required from time to time under the Capital Plan adopted by the Board of Directors pursuant to applicable Bylaws or under the policies or procedures of the Lender or the Lender's parent association, as applicable (such Bylaws, policies, or procedures, the "Capitalization Policy."). Borrower authorizes and directs the Lender to, without further authorization or direction from any Borrower, retain from any stock retirement proceeds paid to Borrower any amounts required to purchase participation certificates in the Lender or the Lender's parent association, as applicable, and to retain from any participation certificate retirement proceeds paid to Borrower any amounts required to purchase stock in the Lender or the Lender's parent association, as applicable, and to make such purchases on behalf of any one or more Borrower to the extent required by the Capitalization Policy and then distribute the net proceeds (if any) to any one or more Borrower, as the Lender may elect. Borrower grants to Lender a first priority security interest in and to all Stock now owned or hereafter acquired by Borrower as additional collateral for the obligations of Borrower to Lender. As more particularly described in the Lender's Bylaws, Borrower agrees that Lender shall have the right of set-off against all Stock in the event of a default by Borrower on any obligation of Borrower to Compeer Financial.

**18. REPORTING:** Lender, its agents, successors and assigns may report Borrower's name and information regarding this Loan and all of Borrower's past and future loans to credit reporting agencies.

**19. LENDER'S RIGHT TO INSURE COLLATERAL:** Unless you (the Borrower) provide us (the Lender) with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your Collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the Collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the Collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

**20. POWER OF ATTORNEY:** Borrower hereby irrevocably appoints the Lender as Borrower's attorney-in-fact to act for the Borrower with full authority in the place and name of the Borrower to take any action and to execute an instrument which the Lender may deem advisable to accomplish the purposes of this Agreement, including authority:

(a) to endorse, collect, sue for, compromise, and receive any drafts, instruments, documents, or moneys due in connection with the Collateral;

(b) to file any claims or take any action or institute any proceedings which the Lender may deem desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Lender with respect to any of the Collateral;

(c) to disburse funds including paying insurance premiums, taxes, liens, and other costs of preserving the Collateral; and

(d) to establish, determine priority of, perfect, continue as perfected, preserve, enforce, or terminate the Lender's rights and interests under this Agreement. The Lender may charge its expenses of doing so to any of the Obligations and the Borrower shall pay them upon demand with interest from the date each expense is incurred at the rate in effect on the date each expense is incurred on the applicable Obligation.

**21. AUTHORIZATION FOR ACCESS TO INFORMATION:** Borrower acknowledges and agrees that the verification or reverification of any information, whether contained in the Borrower's Loan application or in any other manner supplied by the Borrower to the Lender in connection therewith, may be made at any time by the Lender, its agents, successors, or assigns, either directly or through a credit reporting agency, from any source whether named in the Borrower's Loan application or otherwise provided to the Lender by the Borrower. Borrower authorizes and gives consent to Lender to provide to any guarantor the current outstanding balance and the payment and disbursement history of all loans of the Borrower guaranteed by the requesting guarantor. Borrower authorizes and gives consent to Lender to provide to any third-party pledger of Collateral for any of Borrower's loans the current outstanding balance and the payment and disbursement history of said loans.

**22. UNAUTHORIZED DISPOSITIONS AND FALSE STATEMENTS:** Borrower understands that it is a federal crime punishable by fine, imprisonment, or both to knowingly make any false statements in the Borrower's Loan application as applicable under the provisions of Title 18, United States Code, Section 1014. Borrower also understands that any unauthorized disposition of Collateral or the making of any false statement or report to the Lender in connection with a loan could result in civil and criminal consequences to the Borrower as applicable under the provisions of Title 18, United States Code, Sections 658 and 1014.

**23. PARTIES BOUND:** Each person signing the Note, other than the Lender, is a Borrower. The Obligations of all Borrowers are joint and several, and all Borrowers hereby acknowledge receipt of all proceeds of the Loan. This Agreement benefits the Lender, its successors, and assigns. This Agreement shall bind the Borrowers, the Borrowers' heirs, personal representatives, successors, and assigns, and all persons and parties who become bound as a Borrower under this Agreement.

**24. FEES CHARGED:** Lender has authority to charge and Borrower agrees to pay any reasonable fees and costs charged by Lender to amend the terms of this Loan. Borrower gives Lender authority to advance such fees and costs and charge them to the loan. If Borrower does not immediately repay such advance, interest at the default rate shall begin to accrue on the amount advanced. The absence of express authority in this Promissory Note/Loan Agreement to charge a specific fee or cost to Borrower shall not be construed as a prohibition on the charging of such fees or costs.

**25.CONSENT TO ELECTRONIC COMMUNICATIONS:** The terms of this paragraph shall not apply to transactions through which Borrower will obtain products or services which are used primarily for personal, family or household purposes. Borrower agrees that any "Communications" (as defined herein) directed to any one or more of the Borrowers by or on behalf of Lender or any of its affiliates or agents (as applicable, a "Communicator") may be provided in electronic form or transmitted by electronic means. As used herein, "Communications" means all notices, disclosures, documents and other communications given by or on behalf of a Communicator including, without limitation, all shareholder communications and any disclosures, notices, or communications relating to any transaction between any Borrower and Lender, but expressly excluding any notice required by law to be provided in paper form. Borrower acknowledges that electronic Communications entails risks (including the risk of interception by a third party) and hereby releases Lender and each Communicator from all liability relating to the electronic provision or transmission of Communications. Borrower agrees to provide Lender upon request with the e-mail address or addresses of Borrower and to notify Lender within 10 days of any change in e-mail address or addresses. Any Communication sent by e-mail will be deemed received when sent to the last e-mail address or addresses of any one or more of the Borrowers known by Lender. Any Communication digitally published by a Communicator on an internet website will be deemed received by Borrower when a Communicator has both published the Communication and notified Borrower that the Communication has been published. Transmission of any document as an "electronic record" containing Borrower's "electronic signature," as those terms are defined in applicable federal or state laws, or facsimile transmission of any document containing a facsimile of Borrower's signature, shall be as effective, enforceable and valid as if a paper version of such document were delivered containing such original written signature. Such document constitutes an original document for legal purposes. At any time, Borrower may request a paper copy of any record made available to Borrower electronically. Any Borrower may revoke the consent to receive electronic Communications contained in this paragraph by sending thirty (30) days prior written notice of such revocation, signed by all of the Borrowers, to Lender by certified mail, return receipt requested.

**26. NOTICES:** Except as required by statute or regulation, all Communications to Borrower provided for under the Promissory Note/Loan Agreement will have been duly given and will be effective on the earliest of the following dates if addressed to the last address known by the Lender of any one or more of the Borrowers: (a) when personally delivered to any Borrower; (b) the first business day after being delivered prepaid (or pursuant to an invoice arrangement) to a reputable overnight courier service; (c) three business days after being deposited in the mail; or (d) the day sent by e-mail or other electronic means as provided in Section 25.

**27. MISCELLANEOUS:** The Borrower agrees to deliver upon the request of the Lender such additional or corrected documents, drafts or instruments as the Lender may deem necessary at any time.

**28. GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, federal laws to the extent applicable, and otherwise by the laws of the State of Wisconsin, except to the extent that the law of any other jurisdiction applies as to the perfection or enforcement of Lender's security interest in or lien on any property.

**29. MODIFICATION:** No modification of this document or any related document shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

**30. LEGAL AUTHORITY/COMPLIANCE WITH LAWS:** If Borrower, or any of them, is a legal entity, (1) Borrower is, and shall continue to be, duly organized, validly existing and/or legally qualified to do business under the laws of the states in which Borrower operates, in compliance with federal, state and local laws or regulations, and has legal authority in such states to conduct business operations and to own agricultural real estate; and, no change has been made in the name, ownership, control, relationship, legal status, or organizational and/or formation documents of Borrower since the time any such information was last provided to Lender.

**31. NOMINATING COMMITTEE AND BOARD MEMBERSHIP.** The Lender's Bylaws limit membership on the Lender's Nominating Committee and Board of Directors to Borrowers who reside or farm in the Lender's territory.

**32. LEGAL FEES, COSTS, AND EXPENSES.** If Lender engages an attorney or other professionals, or if Lender is required to respond to a subpoena, participate in a deposition, or testify at a court or other proceeding, in connection with this Promissory Note/Loan Agreement or in connection with any obligation of any one or more Borrower to Lender or service provided to any one or more Borrower by Lender, Borrower shall pay to Lender all attorneys or other professional fees incurred, a reasonable hourly rate for time spent by Lender staff in responding to a subpoena or preparing for and appearing at a deposition, hearing or trial, court costs and other expenses as allowed by applicable law. All such fees and expenses shall be immediately due and payable upon demand and, if not paid within 30 days thereafter, will bear interest at the maximum legal rate of interest permitted under applicable law.

**33. RIGHT OF SET OFF.** Without prejudice to any other right or remedy it has or may have, and to the fullest extent permitted by law, Lender may immediately set off or recoup any liability it, or one of its affiliates, owes to any one or more Borrower, however held, against any liability for which any one or more Borrower is liable to Lender or one of its affiliates, whether liability is matured or unmatured, or arises under this Agreement. Notice may, but is not required to, be given to Borrower, and Borrower hereby expressly waives the right to notice of set off.

**34. SEVERABILITY.** If any provision of this Promissory Note/Loan Agreement is illegal or unenforceable, that provision is severed from this Promissory Note/Loan Agreement, and the other provisions remain in effect only if the essential business and legal provisions are legal and enforceable.

**Oral or unexecuted agreements or commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (the Borrower) and us (the Lender) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

| Assn. | B.O. No. | CIF No. | Loan No. | Product Code | Customer Name | Commitment Amount |
|---|---|---|---|---|---|---|
| 53 | 74 | 4419639 | 1340860100 | 1009 | Lariagra Farms South, Inc. | $4,000,000.00 |

# EFFECTIVE INTEREST RATE AND DISCLOSURE

CF330 (03/24)

**Date:** October 07, 2024

The disclosures on this page are made pursuant to Section 4.13(a) of the Farm Credit Act of 1971, as amended, 12 U.S.C. 2199, and are not part of the contractual agreement between Borrower and Lender. This Loan is not subject to the Truth-in-Lending (TIL), 15 U.S.C. 1601 et seq., and the effective rate of interest described herein is not to be construed as the equivalent of the annual percentage rate which would be disclosed on a loan subject to TIL.

**Stated Interest Rate.** The rate of interest currently applicable to the Loan is 9%
The rate of interest calculated with Loan Origination Charges, not including the required stock purchase, is 9.12%
**Effective Interest Rate.** The Stated Interest Rate adjusted to show the effect of any required stock purchase and all other Loan Origination Charges is 9.12%
NOTE: The Effective Interest Rate is calculated to include any required stock purchase amount, which will only be collected from each Borrower in accordance with the terms of a separate written agreement governing each Borrower's required stock purchase, if any.

Loan Origination Charges and Purchase of Stock
Stock Amount $0.00

Loan Origination Charges
Origination Fee $4,500.00

Other Fees

Except with respect to stock protected under Section 4.9A of the Farm Credit Act of 1971, as amended, stock that is purchased in the Lender or the Lender's parent association, as applicable, is at risk and can only be retired at the discretion of the association board. Effective Interest Rate is calculated as if stock will never be retired.

If stock is retired, as is customary, the Effective Interest Rate may be lower than the percentage stated above.

It is generally the association's practice to retire stock when a Borrower's loan balance is paid in full or upon full payment of all of Borrower's loans, provided the association has an adequate capital position. At this time, the association's capital exceeds the regulatory capital requirements.

**INTEREST RATE PLAN:**
**ADJUSTABLE RATE PRIME RATE BASED: The initial annual rate of interest is equal to the Stated Interest Rate.** On the first day of each month the interest rate shall be adjusted by adding a margin of **0.5** percentage points to the index. This margin shall remain in effect until **October 3, 2025** at which time Lender may change the margin at its discretion, and Lender may continue to change the margin at successive intervals of **1** year(s) each thereafter. The index for adjustments is the prime rate reported on the tenth day of the month preceding the interest rate change date by the Wall Street Journal in its daily listing of money rates, defined therein as "the base rate on corporate Loans posted by at least 70 percent of the 10 largest U.S. banks." If a prime rate is not reported on the tenth day of a month, the prime rate reported on the first business day preceding the tenth day of the month will be used. If this index is no longer available, Lender will select a new index which is based upon comparable information.
In the event of default at any time during the term of the Loan, however, and at maturity, the Loan may be subject to a higher rate of interest.

**ADJUSTMENT FACTORS:** The factors which the Lender takes into account in making adjustments to the interest rate on the Loan (except fixed rate loans and any adjustable rate loans tied to an index including prime, LIBOR and SOFR) include cost of funds, operating expenses, provision for loan losses, capital requirements, capital sharing, nonearning assets and competitive elements of the financial environment. The factors considered by the Lender may change during the term of the Loan.

**REPRESENTATIVE EXAMPLES:** These examples show the effect that changes in the stock requirement and loan origination fees would have on the effective interest rate of a representative loan with customer level stock. A $101,000 amortized loan, including a stock requirement of the lesser of $1,000 or 2% of the loan principal, amortized over a 5-year term with level annual payments, a stated interest rate of 10%, and loan origination charges of $1,000 would have an effective interest rate of 10.79%. If the loan amount was to remain at $101,000, but the loan origination charges increase to $1,500, the effective interest rate would be 10.99%. If the loan amount was to remain at $101,000 with loan origination charges of $1,500 but only $500 of stock was purchased because Borrower already owned some stock, the effective interest rate would be 10.79%.

**LOAN OPTIONS:** The Lender may offer secured and unsecured short- and intermediate-term loans including lines of credit, with maturities up to 7 years or, in some instances, 10 years. Installments can be paid monthly, quarterly, semi-annually, annually, or according to other irregular repayment plans as may be agreed upon by Borrower and Lender. Interest rates may be variable at the option of the Lender, fixed for a specified period and then variable, adjustable at specified intervals with the rate determined either at Lender's discretion or in accordance with the prime index, LIBOR index or SOFR index, or fixed for the term of the Loan. Some loan

options are subject to certain conditions and are not available to all borrowers for all purposes. In addition, loan options, including interest rates, may vary by location and time period. The availability of any loan option is subject to change at any time at the discretion of the Lender. If the Lender is an ACA or an FLCA, Lender also offers long-term real estate mortgage loans with maturities of 5 to 40 years secured by agricultural real estate or rural homes. Interest rates may be fixed for the term of the Loan, variable at the option of the Lender, or adjustable at specified intervals with the rate adjusted either at Lender's discretion or in accordance with Federal Farm Credit Banks Funding Corporation rates or the prime index, LIBOR index or SOFR index. These real estate mortgage loan options are subject to the same conditions, limitations, and varying availability as mentioned above for the short- and intermediate-term loans.

**BORROWER RIGHTS:** The Farm Credit Act of 1971, as amended (12 U.S.C. 2001 et seq.), and the regulations of the Farm Credit Administration, afford certain rights to Borrowers who are farmers, ranchers, or producers or harvesters of aquatic products, including basic processing and marketing operations. Those rights include, but are not limited to, the following:

1. At loan closing, Borrower shall receive copies of loan documents signed by Borrower. Upon request thereafter Borrower is entitled to copies of documents signed or delivered by Borrower, copies of Lender's or the Lender's parent association's charter and bylaws, as applicable, and copies of Lender's appraisals of the collateral.
2. If the Loan has an adjustable or variable interest rate, Borrower will be notified in writing of any change in an interest rate tied to an external index not later than 45 days after the effective date of the change, or if the interest rate is not tied to an external index, not later than 10 days after the effective date of the change.
3. If Borrower's Loan is in a differential interest rate program, Borrower may request that Lender review the Loan to verify that the proper interest rate category has been assigned, and also to explain in writing to Borrower the basis for the interest rate charged and how the credit status of Borrower may be improved to receive a lower interest rate on the Loan.
4. If Lender places Borrower's Loan in nonaccrual status and such action results in an adverse action being taken against Borrower (such as revocation of any undisbursed loan commitment), the Lender shall notify Borrower in writing of such change in status and the reasons therefor. If Borrower is not delinquent in any payments under the Loan at the time and Borrower's request to have the Loan reinstated to accrual status is denied, Borrower may obtain a review of such denial before the Lender's credit review committee.
5. Lender may not commence foreclosure or other legal action against any collateral securing the Loan unless at least 45 days before such commencement Lender has provided Borrower with a copy of Lender's restructuring policy and forms on which Borrower may submit a request for restructuring. If Borrower's request for restructuring is denied, Borrower may appeal the denial to Lender's credit review committee, and may also obtain an independent appraisal of any collateral (at Borrower's expense) for consideration by the credit review committee.
6. If Lender acquires agricultural real estate by enforcement of Lender's lien, when Lender elects to sell or lease the acquired property, the previous owner shall have a right of first refusal on the property. Lender shall notify the previous owner in writing and the previous owner may purchase or lease the property, as appropriate, at the appraised fair market value or fair rental value, or if the property is sold by public offering, at the price of the highest qualified bid.

If you have any questions concerning the information contained on this disclosure page, please contact your servicing office.

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

Docusign Envelope ID: AF7AEE8D-EC00-414F-80B8-5AB00EEE2512

COMPEER FINANCIAL®

Loan Number: 1340860100

# INSURANCE ACKNOWLEDGMENT FORM

INS101 (6/22)

I acknowledge that I have been offered insurance through Compeer Financial (the "Association"). I understand that purchasing insurance from the Association is optional, and that I am free to purchase this insurance from other available sources, and that I will not be discriminated against by the Association for obtaining insurance elsewhere. These are representative products that are offered through Compeer Financial. Clients may or may not be eligible to purchase all products depending upon their individual circumstances.

Date: October 7, 2024

**I am interested in Life Insurance -** I am interested in obtaining information about life insurance and consent to Compeer Financial providing personal information to possible insurance providers in order to facilitate those providers on getting life insurance information to me.
☐ Yes ☒ No ☐ I currently have a Life Insurance policy.

**I am interested in Disability Insurance -** I am interested in obtaining information about disability insurance and consent to Compeer Financial providing personal information to possible insurance providers in order to facilitate those providers on getting disability insurance information to me.
☐ Yes ☒ No ☐ I currently have a Disability Insurance policy.

**I am interested in Crop Hail Insurance -** A named peril crop insurance policy that provides acre by acre protection against the peril of hail, up to the actual cash value of the crop.
☐ Yes ☒ No ☐ I currently have a Crop Hail Insurance policy.

**I am interested in federally subsidized Multi-Peril Crop Insurance -** A multiple peril crop insurance policy that provides a source of guaranteed income when there is a production loss. MPCI offers varying coverage levels for a variety of crop types.
☐ Yes ☒ No ☐ I currently have a Multi-Peril Insurance policy.

Lariagra Farms South, Inc., a South Dakota Corporation

Signed by:
By: Ray Price
Ray Albert Price, President/Secretary

Docusign Envelope ID: AF7AEE8D-EC00-414F-80B8-5AB00EEE2512

| Assn. | B.O. No. | CIF No. | Customer Name |
|---|---|---|---|
| 53 | 74 | 4419639 | Lariagra Farms South, Inc. |

# SECURITY AGREEMENT

CF380 (05/24)

1. **GRANT OF SECURITY INTEREST.** For value received, the undersigned Debtor, whether one or more, grants to the Secured Party, Compeer Financial, PCA("Secured Party"), whose address is: PO Box 810, Sun Prairie, WI 53590 a security interest in all of the Debtor's rights, title, and interest in the property described in Section 2, including all rights to transfer an interest in the Collateral ("Collateral"), to secure the payment and performance of the obligations described in Section 3 ("Obligations").
2. **COLLATERAL DESCRIPTION.** The Collateral is the property described in one or more Exhibits to this Agreement which are by this reference incorporated into this Agreement.
3. **OBLIGATIONS SECURED.** "Obligations" means:(a) all existing and future loans, advances, indebtedness and payment and performance obligations owed or owing to Secured Party arising out of existing or future credit granted by Secured Party to Debtor (or any of them, if more than one), to Debtor and another, to another guaranteed or endorsed by Debtor, or to another designated by Debtor, whether direct or indirect, absolute or contingent, including both consumer and commercial credit, and both long-term and short-term credit; and (b) all existing and future payment and performance obligations of Debtor arising out of this Agreement; and (c) all costs and expenses incurred by Secured Party in protecting or enforcing its rights under this Agreement with interest from the date incurred at Secured Party's applicable loan rate on the date incurred, including, to the extent permitted by law, attorneys' fees and legal costs and expenses.DESIGNATION AGREEMENT. The Debtor hereby agrees to pledge as collateral the property described in this Agreement as security for all existing and future loans, advances, indebtedness, including renewals and segments, and payment and performance obligations owed or owing to Secured Party, arising out of existing or future credit granted by Secured Party to Lariagra Farms South, Inc. ("Borrower"), whether such are made to one or more Borrower, individually or collectively ("Notes").

It is the intent of the Debtor to pledge the property described in this Agreement as collateral for all Notes as referred to above, notwithstanding the fact that the undersigned has no personal liability on the Notes.

Debtor hereby waives diligence, presentment, protest, notice of dishonor, notice of default by Borrower, demand for payment, extension of time for payment, notice of acceptance of this Security Agreement, and indulgences and notices of every kind. If the Borrower is a corporation, Debtor waives any rights of subrogation, indemnity, reimbursement and contribution which would otherwise be acquired by Debtor by reason of its payment of any part of the Obligations. Lender may do the following from time to time without notice to, or consent of, the Debtor and without affecting Debtor's liability under this Agreement:

a. Change the terms of the Obligations or of any debts or liabilities of Borrower including without limitation renew, extend or accelerate the time for payment or performance and change the interest rate.
b. Release, settle or compromise any debts or liabilities of Borrower.
c. Exchange, modify, release, impair, or fail to perfect a security interest in, any collateral securing the Obligations. Debtor shall remain bound by this Agreement until all terms of the Obligations are fully performed by Borrower, notwithstanding any event that would, in the absence of these provisions, result in the discharge of the Debtor.

Lender may enforce this Agreement without first proceeding against Borrower, any Guarantor, any other person or any security or collateral and without first pursuing any other right or remedy. This Agreement remains enforceable regardless of any defenses which the Borrower may assert on the Obligations including but not limited to failure of consideration, breach of warranty, fraud, statute of frauds, bankruptcy, lack of legal capacity, statute of limitations, lender liability, accord and satisfaction, and usury. If foreclosure or other remedy is pursued, only the net proceeds, after deduction of all charges and expenses, shall be applied to the amount due on the Obligations. Lender shall not be required to institute or prosecute proceedings to recover any deficiency as a condition of payment hereunder or enforcement hereof. Lender may purchase all or part of the collateral or security at any foreclosure or other sale for its own account and may apply the amount bid against the amount due on the Obligations.

4. **DEBTOR'S DUTIES REGARDING COLLATERAL.**

4.1 **Prohibition on Disposition of Collateral by Debtor. DEBTOR SHALL NOT SELL, STORE OFF-FARM, LEASE OR OTHERWISE DISPOSE OF ANY COLLATERAL EXCEPT AS FOLLOWS:** Subject to any restrictions stated in an addendum to this Agreement and to Secured Party's continuing security interest in all proceeds and accounts arising from permitted disposition of Collateral, Debtor, before default, may in a commercially reasonable manner, (1) market milk, (2) market eggs, and (3) use feed, crops and products of crops as feed for Debtor's livestock and poultry; or b) as specifically authorized in a writing signed by Secured Party or in an addendum to this Agreement. Secured Party reserves the right, in its sole discretion, to revoke or modify any permission given Debtor to dispose of Collateral.

4.2 **Ownership Warranty.** Debtor warrants that Debtor is the absolute owner of all Collateral free of all interests, liens, encumbrances, options and security interests except: (a) Secured Party's security interest and (b) those disclosed to Secured Party by Debtor in writing.

4.3 **Location of Collateral.** The Debtor has provided the Secured Party with information concerning the location of the Collateral and the Debtor warrants to the Secured Party that such information is true, accurate, and complete. Except with the prior written consent of the Secured Party, the Debtor shall not remove any Collateral from any location as provided to the Secured Party. Debtor shall immediately inform Secured Party in writing of any change in the location of the Collateral.

4.4 **Records and Reports.** Debtor shall keep permanent records of all material information on the acquisition, maintenance, identification and disposition of all Collateral in a form acceptable to Secured Party. Secured Party shall have the right to examine and copy these records at reasonable times and places. Debtor's records are kept at Debtor's present residence and shall not be removed from the state of Debtor's present residence. Debtor agrees to furnish Secured Party with written reports on the Collateral with content and at times as Secured Party may reasonably request.

4.5 **Maintenance of Collateral.** Debtor shall: (a) care for the Collateral in accordance with good agricultural practices and not permit its value to be impaired; (b) keep it free from all liens, encumbrances and security interests (other than those created or expressly permitted by this Agreement); (c) defend it against all claims and legal proceedings by persons other than Secured Party; (d) pay and discharge when due all taxes, license fees, levies and other charges upon it; (e) not permit it to become a fixture or an accession to other goods except as specifically authorized in a writing signed by Secured Party; and (f) not permit it to be used in violation of any law, regulation or policy of insurance. Loss of or damage to the Collateral shall not release Debtor from any of the Obligations.

4.6 **Insurance.** Debtor shall keep all Collateral and Secured Party's interest in it insured under policies with provisions, coverages, amounts and by insurers satisfactory to Secured Party from time to time. Debtor shall furnish Secured Party with evidence of this insurance satisfactory to Secured Party. At Secured Party's request, Secured Party shall be specifically named in an appropriate union or standard mortgage clause endorsed on the policy. Debtor assigns and directs any insurer to pay to Secured Party the proceeds of this insurance and all premium refunds. Debtor authorizes Secured Party to endorse in Debtor's name any instrument for such proceeds or refunds. Secured Party shall have the option to apply the proceeds and refunds to any of the Obligations, whether or not due, or to restoration of the Collateral, returning any excess to Debtor. Secured Party is authorized, in the name of the Debtor or otherwise, to make, adjust and settle claims under any credit insurance financed by Secured Party or any insurance on the Collateral and to cancel the insurance after the occurrence of an event of Default.

4.7 **Inspection.** Debtor shall permit and assist Secured Party to verify and inspect the Collateral wherever located at reasonable times.

5. **DEFAULT.**

5.1 **Default by Debtor.** Each of the following constitutes a default under this Agreement by Debtor ("Default"): (a) Failure to pay when due any principal, interest, advances, late charges, costs, attorneys' fees or other charges incurred on any of the Obligations; (b) The sale or other disposition of any of the Collateral when it is not authorized by this Agreement; (c) Failure to perform or observe any warranty, agreement or obligation contained in this Agreement or in any mortgage, deed of trust, security agreement, loan application or any evidence of or document relating to any of the Obligations; (d) Any warranty or information given to Secured Party in connection with this Agreement or any of the Obligations is false in any material respect when made; (e) Loss, theft, substantial damage, destruction or encumbrance of any of the Collateral or the making of any levy, seizure or attachment against it; (f) The acceleration of the maturity of Debtor's indebtedness to any other creditor; (g) The death, dissolution or termination of existence, insolvency, business failure, appointment of a receiver for any property, assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws, of, by, or against Debtor or any guarantor or surety of Debtor; (h) Failure of any of Debtor's account debtors or obligors to make payment when due or to honor Secured Party's security interest; (i) The occurrence of any event which causes Secured Party in good faith to believe that the Obligations are inadequately secured or the prospect of payment, performance or realization on the Collateral is impaired; or (j) A default under any lease executed by any Debtor under which the Secured Party is the lessor or a default under any other loan or lease that any Debtor has with either the Secured Party's parent association or any subsidiaries of the Secured Party's parent association.

5.2 **Secured Party's Remedies.** Secured Party, in addition to other rights and remedies provided in this Agreement or in any evidence of or document associated with the Obligations or provided by law, may do any one or more of the following if a Default occurs under Section 5.1: (a) Declare any or all Obligations immediately due and payable; (b) Refuse to make advances under any commitment; (c) Exercise all rights and remedies of a secured party under the Uniform Commercial Code; (d) Without notice to the Debtor or judicial process, peaceably enter upon any premises where the Collateral is located, take possession of all or any part of it, and remove it from the premises; (e) Require Debtor at Debtor's expense to assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties; (f) Sell, lease or otherwise dispose of all or any part of the Collateral, without notice to Debtor except as required by law, in one or more parcels at public or private proceeding on such terms as Secured Party may deem commercially reasonable; (g) Occupy and use the Debtor's premises, pasturage, feed troughs and water to care for livestock Collateral; (h) Crops are perishable and may decline rapidly in value and Secured Party at Debtor's expense may protect, cultivate, harvest, thresh and combine crops and sell them at private sale; (i) Apply the proceeds of Debtor's Association stock and participation certificates to the Obligations in such order and at such times as Secured Party shall determine; (j) Require Debtor to reimburse Secured Party out of proceeds from the disposition of Collateral or otherwise for expenses incurred by Secured Party in protecting or enforcing its rights under this Agreement. These expenses include the expenses of retaking, holding, preparing for sale or other disposition, and selling or disposing of the Collateral and, to the extent not prohibited by law, attorneys' fees and legal expenses. Secured Party may charge these expenses to any of the Obligations and Debtor shall pay them upon demand with interest from the date incurred at the rate in effect on the date incurred on the applicable Obligation. After deduction of these expenses, Secured Party may apply the proceeds of disposition to the Obligations in the order and amounts it elects; (k) If there is any security or collateral other than the Collateral described in this Agreement for any of the Obligations, then Secured Party may proceed upon the Collateral and the other security and collateral either concurrently or separately in any order it chooses; and (l) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral, the Debtor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

5.3 **Commercially Reasonable.** In addition to other means which are commercially reasonable: (a) commercially reasonable notice is written notice sent to any address of Debtor given by Debtor to Secured Party in conjunction with this Agreement at least 10 calendar days (counting the day of sending) before the date of a proposed disposition of Collateral; and (b) commercially reasonable means of disposition of livestock include a sale through a livestock market and through a licensed livestock sales company.

6. **MISCELLANEOUS PROVISIONS.**

6.1 **True Information.** Debtor warrants that all information, statements and warranties given by or on behalf of Debtor to Secured Party in connection with this Agreement or the Obligations are true and correct.

6.2 **Collections.** (a) At any time Secured Party may, and Debtor shall upon request, notify Debtor's account debtors and obligors on instruments to make payment directly to Secured Party. Secured Party may enforce collection of, settle, compromise, extend

or renew the indebtedness of such account debtors and obligors. Unless this notification is given, Debtor, as agent of Secured Party, shall collect accounts and instruments. (b) When required by Secured Party, all proceeds of Collateral received by Debtor shall be held by Debtor upon an express trust for Secured Party, shall not be commingled with any other funds or property of Debtor and shall be turned over to Secured Party in precisely the form received (but endorsed by Debtor, if necessary for collection) not later than the third business day following the date of receipt. All proceeds of Collateral received by Secured Party directly or from Debtor shall be applied against the Obligations in such order and at such time as Secured Party shall determine.

6.3 **Maintenance of Security Interest.** To the extent permitted by law, Debtor shall pay all expenses, and upon request take any action reasonably deemed advisable by Secured Party, to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, preserve, enforce or terminate Secured Party's rights and interests under this Agreement.

6.4 **Power of Attorney.** Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact to act for Debtor with full authority in the place and name of Debtor to take any action and to execute any instrument which the Secured Party may deem advisable to accomplish the purposes of this Agreement, including authority: (a) to endorse, collect, sue for, compromise and receive any drafts, instruments, documents or moneys due in connection with the Collateral; (b) to file any claims or take any action or institute any proceedings which Secured Party may deem desirable for the collection of any of the Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Collateral; (c) to disburse funds including paying insurance premiums, taxes, liens, and other costs of preserving the Collateral; and (d) to establish, determine priority of, perfect, continue perfected, preserve, enforce or terminate Secured Party's rights and interests under this Agreement. Secured Party may charge its expenses of doing so to any of the Obligations and Debtor shall pay them upon demand with interest from the date incurred at the rate in effect on the date incurred on the applicable Obligation.

6.5 **Unauthorized Disposition and False Statements.** Debtor understands that the unauthorized disposition of Collateral or making a false statement or report to Secured Party in connection with a loan could result in civil and criminal consequences to Debtor (Federal Statutes 18 U.S.C. 658,1014).

6.6 **Waiver.** The failure or delay of Secured Party to enforce any right shall not be construed as a waiver of the right. Secured Party's waiver of any default shall not constitute a waiver of any prior or subsequent default. Secured Party waives only those rights specified in a writing signed by Secured Party. The provisions of this Agreement shall not be modified or waived by any course of dealing or trade usage.

6.7 **Secured Party Not Liable.** Secured Party has no duty to exercise or to withhold the exercise of any of the rights and powers expressly or implicitly granted to it in this Agreement and shall not be responsible for any failure to do so or delay in so doing. Secured Party has no duty to protect, insure or realize upon the Collateral. Debtor releases Secured Party from all liability for any act or omission relating to the Obligations, the Collateral or this Agreement except Secured Party's willful misconduct.

6.8 **Financing Statement.** A carbon, photographic or other reproduction of this Agreement or of a financing statement shall be sufficient as a financing statement.

6.9 **Persons Bound.** Each person signing this Agreement, other than the Secured Party, is a Debtor. The Obligations of all Debtors are joint and several, and all Debtors hereby acknowledge receipt of all proceeds of the Loan. This Agreement benefits Secured Party, its successors, and assigns. This Agreement binds the Debtor, the Debtor's heirs, personal representatives, successors, and assigns, and all persons who become bound as a Debtor under this Agreement.

6.10 **Agency.** Until Secured Party is prospectively notified in writing by Debtor to the contrary, Secured Party may rely upon the following: (a) If Debtor is two or more individuals, the act or signature of any one of them shall bind them all; (b) If Debtor is a partnership, each partner is fully authorized to act for the partnership in all matters governed by this Agreement; (c) If Debtor is a corporation, each officer is fully authorized individually to act for and bind the corporation in all matters governed by this Agreement.

6.11 **Cumulative Rights.** All rights and remedies of Secured Party in this Agreement are cumulative and are in addition to other rights and remedies given in this Agreement or in any evidence of or document associated with the Obligations or provided by law.

6.12 **Termination.** This Agreement shall not be made null and void because at any particular time there is no outstanding secured Obligation and no commitment to lend money. It shall continue in effect for all Obligations to Secured Party arising prior to the filing of record of a UCC Termination Statement covering all Collateral. Debtor instructs Secured Party not to file a UCC Termination Statement until requested by Debtor.

6.13 **Interpretation.** This Agreement shall be governed by, and construed in accordance with, federal laws to the extent applicable, and otherwise by the laws of the State of Wisconsin, except to the extent that the law of any other jurisdiction applies as to the perfection or enforcement of Secured Party's security interest in or lien on any property. In this Agreement, "including" means "including but not limited to" and indicates an illustrative and incomplete listing.

6.14 **Wisconsin Performance Deposit.** If Debtor has and exercises a right to redeem any Collateral under Section 425.208, Wisconsin Statutes, the performance deposit tendered by Debtor shall not bear interest while held by Secured Party.

6.15 **Public Filings.** The Debtor hereby authorizes the Secured Party to file all financing statements describing the Collateral, and all amendments thereto, in any offices as the Secured Party, in its sole discretion, may determine. The Debtor hereby also authorizes the Secured Party to file all effective financing statements describing the Collateral pursuant to 7 U.S.C. Section 1631, and all amendments thereto, in any offices as the Secured Party, in its sole discretion, may determine. If requested by the Secured Party, the Debtor will provide the Secured Party with a list of the buyers, commission merchants and selling agents to or through whom the Debtor may sell farm products, crops, harvested crops, poultry and/or livestock and a list of all elevators, warehousemen or others where the Debtor stores farm products, crops, harvested crops, poultry and/or livestock. The Debtor authorizes the Secured Party to notify all such buyers, commission merchants, selling agents, elevators, warehousemen or any other person, of the Secured Party's security interest in the Debtors farm products, crops, harvested crops, poultry and/or livestock, unless prohibited by law.

6.16 **Government Program Payments.** If the Collateral includes federal or state government program entitlements or payments, the Debtor shall execute and deliver to the Secured Party all assignments, transfers, and other documents required by the Secured Party to transfer, convey, and assign to the Secured Party all such federal and state government program entitlements, payments, rights to payment whether or not earned by performance, accounts, general intangibles, and benefits.

6.17 **Uniform Commercial Code.** All terms in this Agreement that are defined in the Uniform Commercial Code, as enacted in the state in which Secured Party's office originating the Loan is located and as amended from time to time ("UCC"), shall have the meanings set forth in the UCC. The meaning of a term hereunder shall automatically change on the effective date of each amendment to the definition of such term in the UCC.

6.18 **Debtor Names.** For each Debtor that is not an individual, the legal name of each such Debtor is as set forth in the Note or an addendum thereto, or in this Agreement. No Debtor has used any trade name, assumed name, or other name except those set forth in the Note or an addendum thereto, or in this Agreement. The Debtor shall give the Secured Party written notice at least 30 days before the date of (1) any change in any Debtor's name or (2) any use by any Debtor of another name. Each Debtor who is an individual shall give Secured Party written notice at least 30 days before any change in Debtor's name, or a name change on Debtor's driver's license or other state-issued identification ("Driver's License"), or expiration, renewal or replacement of Debtor's Driver's License. Each Debtor gives Secured Party authority to periodically inspect their Driver's License.

6.19 **Registered Organizations.** If any Debtor is a Registered Organization, as that term is defined in the UCC, all information provided by such Debtor to the Secured Party concerning the state of organization for such Debtor is true, accurate, and complete. No Debtor shall change its state of organization without the prior written consent of the Secured Party. Debtor shall provide the Secured Party with written notice at least 30 days before the date any Debtor takes any action to change its state of organization. Debtor certifies that Debtor is, and shall continue to be, duly organized, validly existing and/or legally qualified to do business under the laws of the states in which Debtor operates, in compliance with federal, state and local laws or regulations, and have legal authority in such states to conduct Debtor's business operations and to own agricultural real estate.

6.20 **Addresses of Debtor.** If any Debtor is an individual or an entity that is not a Registered Organization, all information provided by the Debtor to the Secured Party concerning the address of an individual Debtor's residence or the address of the chief executive office of an entity that is not a Registered Organization is true, accurate, and complete. No individual Debtor shall change that address of residence without providing written notice to the Secured Party at least 30 days before the effective date of such address change. No Debtor that is an entity that is not a Registered Organization shall change that address of the chief executive office without providing written notice to the Secured Party at least 30 days before the effective date of such address change.

6.21 **Purchase Money Security Interests.** To the extent that the Debtor uses proceeds of the Loan extended by the Secured Party to purchase Collateral, Debtor's repayment of the Loan shall apply on a "first-in-first-out" basis so that the portion of the Loan used to purchase a particular item of the Collateral shall be paid in the chronological order the Debtor purchased the Collateral.

6.22 **Reporting.** The Secured Party, its agents, successors, and assigns may report Debtor's names and information regarding this Loan and all of Debtor's past and future loans to credit reporting agencies.

6.23 **Authorization for Access to Information.** Debtor acknowledges and agrees that the verification or reverification of any information, whether contained in the Debtor's loan application or in any other manner supplied by the Debtor to the Secured Party in connection therewith, may be made at any time by the Secured Party, its agents, successors, or assigns, either directly or through a credit reporting agency, from any source whether named in the Debtor's loan application or otherwise provided to the Secured Party by the Debtor.

6.24 **Future Assurances.** Debtor shall promptly provide and/or execute and deliver to Secured Party such further instruments, including, but not limited to, security agreement, financing statements, continuation statements, assignments, certificates, affidavits, or resolutions in form and substance satisfactory to Secured Party that Secured Party may require to effectuate complete, perfect, continue, or preserve the security interests granted under this security agreement, and all rights and benefits including the remedies contained in or arising from any of the loan documents.

6.25 **Severability.** If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement, and the other provisions remain in effect only if the essential business and legal provisions are legal and enforceable.

**THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON ADDITIONAL PAGES OF THIS AGREEMENT. BY SIGNING, DEBTOR ACKNOWLEDGES THAT DEBTOR HAS READ ALL OF THESE PROVISIONS AND HAS RECEIVED AN EXACT COPY OF THIS AGREEMENT.**

Dated: 10/7/2024

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

**SEE ATTACHED SIGNATURE ADDENDUM FOR SIGNATURES**

Docusign Envelope ID: AF7AEE8D-EC00-414F-80B8-5AB00EEE2512

# Signature Addendum To Security Agreement

Dated: October 7, 2024 Loan No(s): 1340860100

This signature addendum is attached to and incorporated by reference in the Security Agreement dated October 7, 2024.

Sunterra Farms Iowa, Inc., an Iowa Corporation

Signed by:
By: Ray Price
Ray Albert Price, President

Signed by:
By: Debbie Uffelman
Debbie Uffelman, Chief Financial Officer

Sunwold Farms, Inc., a South Dakota Corporation

Signed by:
By: Ray Price
Ray Albert Price, President/Secretary

Signed by:
By: Debbie Uffelman
Debbie Uffelman, Chief Financial Officer

Docusign Envelope ID: AF7AEE8D-EC00-414F-80B8-5AB00EEE2512

| Assn. | B.O. No. | CIF No. | Customer Name |
|---|---|---|---|
| 53 | 74 | 4419639 | Lariagra Farms South, Inc. |

# EXHIBIT TO SECURITY AGREEMENT
# DESCRIPTION OF COLLATERAL

CF381 (05/24)

1. **Description of Collateral.** The Collateral referred to in the Security Agreement dated, October 7, 2024 by the undersigned Debtor to Compeer Financial, PCA ("Secured Party") includes, whether now owned or later acquired, the property described opposite the box(es) checked below and the property described at Sections 1.10 through 1.14.

| | | |
|---|---|---|
| 1.1 | ☒ | All crops growing, grown or to be grown. |
| 1.2 | ☒ | All harvested crops and all processed crops, whether or not produced by Debtor. |
| 1.3 | ☒ | All livestock and poultry. |
| 1.4 | ☒ | All feed, seed, fertilizer, insecticides, herbicides and other agricultural chemicals and supplies, and all now owned or hereafter acquired inventory. |
| 1.5 | ☒ | All accounts and general intangibles. |
| 1.6 | ☒ | All equipment, all spare parts and special tools for such equipment, all motor vehicles, all trailers, semi-trailers, related equipment, tools, attachments, and accessories for such trailers and semi-trailers, and all fixtures. |
| 1.7 | ☒ | All contract rights, chattel paper, documents, accounts, and general intangibles, whether now owned or hereafter acquired by Debtor, including, but not limited to, all entitlements, rights to payment, and payments (in whatever form received, including, but not limited to, payments in cash or in kind) under any current or future state or federal governmental programs, including, but not limited to, governmental agricultural diversion programs, governmental agricultural assistance programs and the United States Department of Agriculture Farm Service Agency (FSA) Feed Grain Program; and all proceeds of the foregoing. |
| 1.8 | ☒ | All accounts receivable arising from the sale of Collateral or products of the Collateral or from any contract for the sale of Collateral or of products of the Collateral. |
| 1.9 | ☐ | Property specifically described here: |

| | |
|---|---|
| 1.10 | **Association Stock.** Debtor's stock, participation certificates, equity reserve and allocated surplus in the Secured Party or its parent association, as applicable, its successors and assigns. |
| 1.11 | **Proceeds.** To the extent not included in any of the subparagraphs herein as original Collateral, all proceeds of the Collateral. (Debtor is **NOT AUTHORIZED TO SELL** or dispose of any Collateral unless authorized in the Security Agreement or in a writing signed by Secured Party.) |
| 1.12 | **Documents.** All documents of title, warehouse receipts, weight receipts, scale tickets, storage contracts (including CCC contracts) and deficiency payments covering or arising from any Collateral. |
| 1.13 | **Additions.** All additions, accessions, replacements and substitutions of or to any Collateral and all property of similar type or kind, including all offspring of livestock and poultry. |
| 1.14 | **Products.** All products of crops, livestock and poultry given as Collateral including eggs, milk and wool and all products into which any of the Collateral has been or shall later be manufactured, processed or assembled. |

2. The Collateral described in this Exhibit is in addition to property described in additional Exhibits to the Security Agreement, if any. To the extent the Collateral described in this Exhibit is similar to, or after-acquired property, products, or proceeds of existing Collateral, its inclusion in this Exhibit is for the purpose of more specifically identifying the Collateral. This Exhibit shall in no way affect the priority of the security interest of Secured Party in existing Collateral or limit the parties' intention that all similar and after-acquired property, products, and proceeds of the Collateral are also Collateral under the Security Agreement.
3.

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

Dated: October 7, 2024

**SEE ATTACHED SIGNATURE ADDENDUM FOR SIGNATURES**

# Signature Addendum To
# Exhibit to Security Agreement

Dated: October 7, 2024 Loan No(s): 1340860100

This signature addendum is attached to and incorporated by reference in the Exhibit to Security Agreement dated October 7, 2024.

Sunterra Farms Iowa, Inc., an Iowa Corporation

Signed by:
By: Ray Price
Ray Albert Price, President

Signed by:
By: Debbie Uffelman
Debbie Uffelman, Chief Financial Officer

Sunwold Farms, Inc., a South Dakota Corporation

Signed by:
By: Ray Price
Ray Albert Price, President/Secretary

Signed by:
By: Debbie Uffelman
Debbie Uffelman, Chief Financial Officer

| Assn. | B.O. No. | CIF No. | Customer Name |
|---|---|---|---|
| 53 | 74 | 4419639 | Lariagra Farms South, Inc. |

# SECURITY AGREEMENT

CF380 (05/24)

1. **GRANT OF SECURITY INTEREST.** For value received, the undersigned Debtor, whether one or more, grants to the Secured Party, Compeer Financial, PCA("Secured Party"), whose address is: PO Box 810, Sun Prairie, WI 53590 a security interest in all of the Debtor's rights, title, and interest in the property described in Section 2, including all rights to transfer an interest in the Collateral ("Collateral"), to secure the payment and performance of the obligations described in Section 3 ("Obligations").
2. **COLLATERAL DESCRIPTION.** The Collateral is the property described in one or more Exhibits to this Agreement which are by this reference incorporated into this Agreement.
3. **OBLIGATIONS SECURED.** "Obligations" means:(a) all existing and future loans, advances, indebtedness and payment and performance obligations owed or owing to Secured Party arising out of existing or future credit granted by Secured Party to Debtor (or any of them, if more than one), to Debtor and another, to another guaranteed or endorsed by Debtor, or to another designated by Debtor, whether direct or indirect, absolute or contingent, including both consumer and commercial credit, and both long-term and short-term credit; and (b) all existing and future payment and performance obligations of Debtor arising out of this Agreement; and (c) all costs and expenses incurred by Secured Party in protecting or enforcing its rights under this Agreement with interest from the date incurred at Secured Party's applicable loan rate on the date incurred, including, to the extent permitted by law, attorneys' fees and legal costs and expenses.
4. **DEBTOR'S DUTIES REGARDING COLLATERAL.**

4.1 **Prohibition on Disposition of Collateral by Debtor. DEBTOR SHALL NOT SELL, STORE OFF-FARM, LEASE OR OTHERWISE DISPOSE OF ANY COLLATERAL EXCEPT AS FOLLOWS:** Subject to any restrictions stated in an addendum to this Agreement and to Secured Party's continuing security interest in all proceeds and accounts arising from permitted disposition of Collateral, Debtor, before default, may in a commercially reasonable manner, (1) market milk, (2) market eggs, and (3) use feed, crops and products of crops as feed for Debtor's livestock and poultry; or b) as specifically authorized in a writing signed by Secured Party or in an addendum to this Agreement. Secured Party reserves the right, in its sole discretion, to revoke or modify any permission given Debtor to dispose of Collateral.

4.2 **Ownership Warranty.** Debtor warrants that Debtor is the absolute owner of all Collateral free of all interests, liens, encumbrances, options and security interests except: (a) Secured Party's security interest and (b) those disclosed to Secured Party by Debtor in writing.

4.3 **Location of Collateral.** The Debtor has provided the Secured Party with information concerning the location of the Collateral and the Debtor warrants to the Secured Party that such information is true, accurate, and complete. Except with the prior written consent of the Secured Party, the Debtor shall not remove any Collateral from any location as provided to the Secured Party. Debtor shall immediately inform Secured Party in writing of any change in the location of the Collateral.

4.4 **Records and Reports.** Debtor shall keep permanent records of all material information on the acquisition, maintenance, identification and disposition of all Collateral in a form acceptable to Secured Party. Secured Party shall have the right to examine and copy these records at reasonable times and places. Debtor's records are kept at Debtor's present residence and shall not be removed from the state of Debtor's present residence. Debtor agrees to furnish Secured Party with written reports on the Collateral with content and at times as Secured Party may reasonably request.

4.5 **Maintenance of Collateral.** Debtor shall: (a) care for the Collateral in accordance with good agricultural practices and not permit its value to be impaired; (b) keep it free from all liens, encumbrances and security interests (other than those created or expressly permitted by this Agreement); (c) defend it against all claims and legal proceedings by persons other than Secured Party; (d) pay and discharge when due all taxes, license fees, levies and other charges upon it; (e) not permit it to become a fixture or an accession to other goods except as specifically authorized in a writing signed by Secured Party; and (f) not permit it to be used in violation of any law, regulation or policy of insurance. Loss of or damage to the Collateral shall not release Debtor from any of the Obligations.

4.6 **Insurance.** Debtor shall keep all Collateral and Secured Party's interest in it insured under policies with provisions, coverages, amounts and by insurers satisfactory to Secured Party from time to time. Debtor shall furnish Secured Party with evidence of this insurance satisfactory to Secured Party. At Secured Party's request, Secured Party shall be specifically named in an appropriate union or standard mortgage clause endorsed on the policy. Debtor assigns and directs any insurer to pay to Secured Party the proceeds of this insurance and all premium refunds. Debtor authorizes Secured Party to endorse in Debtor's name any instrument for such proceeds or refunds. Secured Party shall have the option to apply the proceeds and refunds to any of the Obligations, whether or not due, or to restoration of the Collateral, returning any excess to Debtor. Secured Party is authorized, in the name of the Debtor or otherwise, to make, adjust and settle claims under any credit insurance financed by Secured Party or any insurance on the Collateral and to cancel the insurance after the occurrence of an event of Default.

4.7 **Inspection.** Debtor shall permit and assist Secured Party to verify and inspect the Collateral wherever located at reasonable times.

5. **DEFAULT.**

5.1 **Default by Debtor.** Each of the following constitutes a default under this Agreement by Debtor ("Default"): (a) Failure to pay when due any principal, interest, advances, late charges, costs, attorneys' fees or other charges incurred on any of the Obligations; (b) The sale or other disposition of any of the Collateral when it is not authorized by this Agreement; (c) Failure to perform or observe any warranty, agreement or obligation contained in this Agreement or in any mortgage, deed of trust, security agreement, loan application or any evidence of or document relating to any of the Obligations; (d) Any warranty or information given to Secured Party in connection with this Agreement or any of the Obligations is false in any material respect when made; (e) Loss, theft, substantial damage, destruction or encumbrance of any of the Collateral or the making of any levy, seizure or attachment against it; (f) The acceleration of the maturity of Debtor's indebtedness to any other creditor; (g) The death, dissolution or termination of existence, insolvency, business failure, appointment of a receiver for any property, assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws, of, by,

or against Debtor or any guarantor or surety of Debtor; (h) Failure of any of Debtor's account debtors or obligors to make payment when due or to honor Secured Party's security interest; (i) The occurrence of any event which causes Secured Party in good faith to believe that the Obligations are inadequately secured or the prospect of payment, performance or realization on the Collateral is impaired; or (j) A default under any lease executed by any Debtor under which the Secured Party is the lessor or a default under any other loan or lease that any Debtor has with either the Secured Party's parent association or any subsidiaries of the Secured Party's parent association.

5.2 **Secured Party's Remedies.** Secured Party, in addition to other rights and remedies provided in this Agreement or in any evidence of or document associated with the Obligations or provided by law, may do any one or more of the following if a Default occurs under Section 5.1: (a) Declare any or all Obligations immediately due and payable; (b) Refuse to make advances under any commitment; (c) Exercise all rights and remedies of a secured party under the Uniform Commercial Code; (d) Without notice to the Debtor or judicial process, peaceably enter upon any premises where the Collateral is located, take possession of all or any part of it, and remove it from the premises; (e) Require Debtor at Debtor's expense to assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties; (f) Sell, lease or otherwise dispose of all or any part of the Collateral, without notice to Debtor except as required by law, in one or more parcels at public or private proceeding on such terms as Secured Party may deem commercially reasonable; (g) Occupy and use the Debtor's premises, pasturage, feed troughs and water to care for livestock Collateral; (h) Crops are perishable and may decline rapidly in value and Secured Party at Debtor's expense may protect, cultivate, harvest, thresh and combine crops and sell them at private sale; (i) Apply the proceeds of Debtor's Association stock and participation certificates to the Obligations in such order and at such times as Secured Party shall determine; (j) Require Debtor to reimburse Secured Party out of proceeds from the disposition of Collateral or otherwise for expenses incurred by Secured Party in protecting or enforcing its rights under this Agreement. These expenses include the expenses of retaking, holding, preparing for sale or other disposition, and selling or disposing of the Collateral and, to the extent not prohibited by law, attorneys' fees and legal expenses. Secured Party may charge these expenses to any of the Obligations and Debtor shall pay them upon demand with interest from the date incurred at the rate in effect on the date incurred on the applicable Obligation. After deduction of these expenses, Secured Party may apply the proceeds of disposition to the Obligations in the order and amounts it elects; (k) If there is any security or collateral other than the Collateral described in this Agreement for any of the Obligations, then Secured Party may proceed upon the Collateral and the other security and collateral either concurrently or separately in any order it chooses; and (l) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral, the Debtor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

5.3 **Commercially Reasonable.** In addition to other means which are commercially reasonable: (a) commercially reasonable notice is written notice sent to any address of Debtor given by Debtor to Secured Party in conjunction with this Agreement at least 10 calendar days (counting the day of sending) before the date of a proposed disposition of Collateral; and (b) commercially reasonable means of disposition of livestock include a sale through a livestock market and through a licensed livestock sales company.

## 6. MISCELLANEOUS PROVISIONS.

6.1 **True Information.** Debtor warrants that all information, statements and warranties given by or on behalf of Debtor to Secured Party in connection with this Agreement or the Obligations are true and correct.

6.2 **Collections.** (a) At any time Secured Party may, and Debtor shall upon request, notify Debtor's account debtors and obligors on instruments to make payment directly to Secured Party. Secured Party may enforce collection of, settle, compromise, extend or renew the indebtedness of such account debtors and obligors. Unless this notification is given, Debtor, as agent of Secured Party, shall collect accounts and instruments. (b) When required by Secured Party, all proceeds of Collateral received by Debtor shall be held by Debtor upon an express trust for Secured Party, shall not be commingled with any other funds or property of Debtor and shall be turned over to Secured Party in precisely the form received (but endorsed by Debtor, if necessary for collection) not later than the third business day following the date of receipt. All proceeds of Collateral received by Secured Party directly or from Debtor shall be applied against the Obligations in such order and at such time as Secured Party shall determine.

6.3 **Maintenance of Security Interest.** To the extent permitted by law, Debtor shall pay all expenses, and upon request take any action reasonably deemed advisable by Secured Party, to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, preserve, enforce or terminate Secured Party's rights and interests under this Agreement.

6.4 **Power of Attorney.** Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact to act for Debtor with full authority in the place and name of Debtor to take any action and to execute any instrument which the Secured Party may deem advisable to accomplish the purposes of this Agreement, including authority: (a) to endorse, collect, sue for, compromise and receive any drafts, instruments, documents or moneys due in connection with the Collateral; (b) to file any claims or take any action or institute any proceedings which Secured Party may deem desirable for the collection of any of the Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Collateral; (c) to disburse funds including paying insurance premiums, taxes, liens, and other costs of preserving the Collateral; and (d) to establish, determine priority of, perfect, continue perfected, preserve, enforce or terminate Secured Party's rights and interests under this Agreement. Secured Party may charge its expenses of doing so to any of the Obligations and Debtor shall pay them upon demand with interest from the date incurred at the rate in effect on the date incurred on the applicable Obligation.

6.5 **Unauthorized Disposition and False Statements.** Debtor understands that the unauthorized disposition of Collateral or making a false statement or report to Secured Party in connection with a loan could result in civil and criminal consequences to Debtor (Federal Statutes 18 U.S.C. 658,1014).

6.6 **Waiver.** The failure or delay of Secured Party to enforce any right shall not be construed as a waiver of the right. Secured Party's waiver of any default shall not constitute a waiver of any prior or subsequent default. Secured Party waives only those rights specified in a writing signed by Secured Party. The provisions of this Agreement shall not be modified or waived by any course of dealing or trade usage.

6.7 **Secured Party Not Liable.** Secured Party has no duty to exercise or to withhold the exercise of any of the rights and powers expressly or implicitly granted to it in this Agreement and shall not be responsible for any failure to do so or delay in so doing.

Secured Party has no duty to protect, insure or realize upon the Collateral. Debtor releases Secured Party from all liability for any act or omission relating to the Obligations, the Collateral or this Agreement except Secured Party's willful misconduct.

6.8 **Financing Statement.** A carbon, photographic or other reproduction of this Agreement or of a financing statement shall be sufficient as a financing statement.

6.9 **Persons Bound.** Each person signing this Agreement, other than the Secured Party, is a Debtor. The Obligations of all Debtors are joint and several, and all Debtors hereby acknowledge receipt of all proceeds of the Loan. This Agreement benefits Secured Party, its successors, and assigns. This Agreement binds the Debtor, the Debtor's heirs, personal representatives, successors, and assigns, and all persons who become bound as a Debtor under this Agreement.

6.10 **Agency.** Until Secured Party is prospectively notified in writing by Debtor to the contrary, Secured Party may rely upon the following: (a) If Debtor is two or more individuals, the act or signature of any one of them shall bind them all; (b) If Debtor is a partnership, each partner is fully authorized to act for the partnership in all matters governed by this Agreement; (c) If Debtor is a corporation, each officer is fully authorized individually to act for and bind the corporation in all matters governed by this Agreement.

6.11 **Cumulative Rights.** All rights and remedies of Secured Party in this Agreement are cumulative and are in addition to other rights and remedies given in this Agreement or in any evidence of or document associated with the Obligations or provided by law.

6.12 **Termination.** This Agreement shall not be made null and void because at any particular time there is no outstanding secured Obligation and no commitment to lend money. It shall continue in effect for all Obligations to Secured Party arising prior to the filing of record of a UCC Termination Statement covering all Collateral. Debtor instructs Secured Party not to file a UCC Termination Statement until requested by Debtor.

6.13 **Interpretation.** This Agreement shall be governed by, and construed in accordance with, federal laws to the extent applicable, and otherwise by the laws of the State of Wisconsin, except to the extent that the law of any other jurisdiction applies as to the perfection or enforcement of Secured Party's security interest in or lien on any property. In this Agreement, "including" means "including but not limited to" and indicates an illustrative and incomplete listing.

6.14 **Wisconsin Performance Deposit.** If Debtor has and exercises a right to redeem any Collateral under Section 425.208, Wisconsin Statutes, the performance deposit tendered by Debtor shall not bear interest while held by Secured Party.

6.15 **Public Filings.** The Debtor hereby authorizes the Secured Party to file all financing statements describing the Collateral, and all amendments thereto, in any offices as the Secured Party, in its sole discretion, may determine. The Debtor hereby also authorizes the Secured Party to file all effective financing statements describing the Collateral pursuant to 7 U.S.C. Section 1631, and all amendments thereto, in any offices as the Secured Party, in its sole discretion, may determine. If requested by the Secured Party, the Debtor will provide the Secured Party with a list of the buyers, commission merchants and selling agents to or through whom the Debtor may sell farm products, crops, harvested crops, poultry and/or livestock and a list of all elevators, warehousemen or others where the Debtor stores farm products, crops, harvested crops, poultry and/or livestock. The Debtor authorizes the Secured Party to notify all such buyers, commission merchants, selling agents, elevators, warehousemen or any other person, of the Secured Party's security interest in the Debtors farm products, crops, harvested crops, poultry and/or livestock, unless prohibited by law.

6.16 **Government Program Payments.** If the Collateral includes federal or state government program entitlements or payments, the Debtor shall execute and deliver to the Secured Party all assignments, transfers, and other documents required by the Secured Party to transfer, convey, and assign to the Secured Party all such federal and state government program entitlements, payments, rights to payment whether or not earned by performance, accounts, general intangibles, and benefits.

6.17 **Uniform Commercial Code.** All terms in this Agreement that are defined in the Uniform Commercial Code, as enacted in the state in which Secured Party's office originating the Loan is located and as amended from time to time ("UCC"), shall have the meanings set forth in the UCC. The meaning of a term hereunder shall automatically change on the effective date of each amendment to the definition of such term in the UCC.

6.18 **Debtor Names.** For each Debtor that is not an individual, the legal name of each such Debtor is as set forth in the Note or an addendum thereto, or in this Agreement. No Debtor has used any trade name, assumed name, or other name except those set forth in the Note or an addendum thereto, or in this Agreement. The Debtor shall give the Secured Party written notice at least 30 days before the date of (1) any change in any Debtor's name or (2) any use by any Debtor of another name. Each Debtor who is an individual shall give Secured Party written notice at least 30 days before any change in Debtor's name, or a name change on Debtor's driver's license or other state-issued identification ("Driver's License"), or expiration, renewal or replacement of Debtor's Driver's License. Each Debtor gives Secured Party authority to periodically inspect their Driver's License.

6.19 **Registered Organizations.** If any Debtor is a Registered Organization, as that term is defined in the UCC, all information provided by such Debtor to the Secured Party concerning the state of organization for such Debtor is true, accurate, and complete. No Debtor shall change its state of organization without the prior written consent of the Secured Party. Debtor shall provide the Secured Party with written notice at least 30 days before the date any Debtor takes any action to change its state of organization. Debtor certifies that Debtor is, and shall continue to be, duly organized, validly existing and/or legally qualified to do business under the laws of the states in which Debtor operates, in compliance with federal, state and local laws or regulations, and have legal authority in such states to conduct Debtor's business operations and to own agricultural real estate.

6.20 **Addresses of Debtor.** If any Debtor is an individual or an entity that is not a Registered Organization, all information provided by the Debtor to the Secured Party concerning the address of an individual Debtor's residence or the address of the chief executive office of an entity that is not a Registered Organization is true, accurate, and complete. No individual Debtor shall change that address of residence without providing written notice to the Secured Party at least 30 days before the effective date of such address change. No Debtor that is an entity that is not a Registered Organization shall change that address of the chief executive office without providing written notice to the Secured Party at least 30 days before the effective date of such address change.

6.21 **Purchase Money Security Interests.** To the extent that the Debtor uses proceeds of the Loan extended by the Secured Party to purchase Collateral, Debtor's repayment of the Loan shall apply on a "first-in-first-out" basis so that the portion of the Loan used to purchase a particular item of the Collateral shall be paid in the chronological order the Debtor purchased the Collateral.

6.22 **Reporting.** The Secured Party, its agents, successors, and assigns may report Debtor's names and information regarding this Loan and all of Debtor's past and future loans to credit reporting agencies.

6.23 **Authorization for Access to Information.** Debtor acknowledges and agrees that the verification or reverification of any information, whether contained in the Debtor's loan application or in any other manner supplied by the Debtor to the Secured Party in connection therewith, may be made at any time by the Secured Party, its agents, successors, or assigns, either directly or through a credit reporting agency, from any source whether named in the Debtor's loan application or otherwise provided to the Secured Party by the Debtor.

6.24 **Future Assurances.** Debtor shall promptly provide and/or execute and deliver to Secured Party such further instruments, including, but not limited to, security agreement, financing statements, continuation statements, assignments, certificates, affidavits, or resolutions in form and substance satisfactory to Secured Party that Secured Party may require to effectuate complete, perfect, continue, or preserve the security interests granted under this security agreement, and all rights and benefits including the remedies contained in or arising from any of the loan documents.

6.25 **Severability.** If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement, and the other provisions remain in effect only if the essential business and legal provisions are legal and enforceable.

**THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON ADDITIONAL PAGES OF THIS AGREEMENT. BY SIGNING, DEBTOR ACKNOWLEDGES THAT DEBTOR HAS READ ALL OF THESE PROVISIONS AND HAS RECEIVED AN EXACT COPY OF THIS AGREEMENT.**

Dated: 10/7/2024

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

See following page for signatures.

Lariagra Farms South, Inc., a South Dakota Corporation

Signed by:

By: Ray Price

Ray Albert Price, President/Secretary

Docusign Envelope ID: AF7AEE8D-EC00-414F-80B8-5AB00EEE2512

| Assn. | B.O. No. | CIF No. | Customer Name |
|---|---|---|---|
| 53 | 74 | 4419639 | Lariagra Farms South, Inc. |

# EXHIBIT TO SECURITY AGREEMENT
# DESCRIPTION OF COLLATERAL

CF381 (05/24)

1. **Description of Collateral.** The Collateral referred to in the Security Agreement dated, October 7, 2024 by the undersigned Debtor to Compeer Financial, PCA ("Secured Party") includes, whether now owned or later acquired, the property described opposite the box(es) checked below and the property described at Sections 1.10 through 1.14.

| | | |
|---|---|---|
| 1.1 | ☒ | All crops growing, grown or to be grown. |
| 1.2 | ☒ | All harvested crops and all processed crops, whether or not produced by Debtor. |
| 1.3 | ☒ | All livestock and poultry. |
| 1.4 | ☒ | All feed, seed, fertilizer, insecticides, herbicides and other agricultural chemicals and supplies, and all now owned or hereafter acquired inventory. |
| 1.5 | ☒ | All accounts and general intangibles. |
| 1.6 | ☒ | All equipment, all spare parts and special tools for such equipment, all motor vehicles, all trailers, semi-trailers, related equipment, tools, attachments, and accessories for such trailers and semi-trailers, and all fixtures. |
| 1.7 | ☒ | All contract rights, chattel paper, documents, accounts, and general intangibles, whether now owned or hereafter acquired by Debtor, including, but not limited to, all entitlements, rights to payment, and payments (in whatever form received, including, but not limited to, payments in cash or in kind) under any current or future state or federal governmental programs, including, but not limited to, governmental agricultural diversion programs, governmental agricultural assistance programs and the United States Department of Agriculture Farm Service Agency (FSA) Feed Grain Program; and all proceeds of the foregoing. |
| 1.8 | ☒ | All accounts receivable arising from the sale of Collateral or products of the Collateral or from any contract for the sale of Collateral or of products of the Collateral. |
| 1.9 | ☒ | Property specifically described here:<br>All now owned or hereafter acquired futures contracts; margin contracts; options contracts; margin and customer accounts with commodity brokers; all commodities purchased or sold pursuant to futures contracts and all instruments, contracts, documents, chattel papers, securities, accounts, contract rights, general intangibles and rights of payment of any kind related to margin accounts or futures contracts. |
| 1.10 | | **Association Stock.** Debtor's stock, participation certificates, equity reserve and allocated surplus in the Secured Party or its parent association, as applicable, its successors and assigns. |
| 1.11 | | **Proceeds.** To the extent not included in any of the subparagraphs herein as original Collateral, all proceeds of the Collateral. (Debtor is **NOT AUTHORIZED TO SELL** or dispose of any Collateral unless authorized in the Security Agreement or in a writing signed by Secured Party.) |
| 1.12 | | **Documents.** All documents of title, warehouse receipts, weight receipts, scale tickets, storage contracts (including CCC contracts) and deficiency payments covering or arising from any Collateral. |
| 1.13 | | **Additions.** All additions, accessions, replacements and substitutions of or to any Collateral and all property of similar type or kind, including all offspring of livestock and poultry. |
| 1.14 | | **Products.** All products of crops, livestock and poultry given as Collateral including eggs, milk and wool and all products into which any of the Collateral has been or shall later be manufactured, processed or assembled. |

2. The Collateral described in this Exhibit is in addition to property described in additional Exhibits to the Security Agreement, if any. To the extent the Collateral described in this Exhibit is similar to, or after-acquired property, products, or proceeds of existing Collateral, its inclusion in this Exhibit is for the purpose of more specifically identifying the Collateral. This Exhibit shall in no way affect the priority of the security interest of Secured Party in existing Collateral or limit the parties' intention that all similar and after-acquired property, products, and proceeds of the Collateral are also Collateral under the Security Agreement.

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

Dated: October 7, 2024

See following page for signatures.

Lariagra Farms South, Inc., a South Dakota Corporation

Signed by:

By: Ray Price

Ray Albert Price, President/Secretary

Docusign Envelope ID: AF7AEE8D-EC00-414F-80B8-5AB00EEE2512

# COMPEER FINANCIAL LOAN DISBURSAL STATEMENT

**Client:** Lariagra Farms South, Inc **Loan Number** 1340860100

| Date | Received From or Disbursed To | Check Payable To | Receipts | Disbursements | Balance |
|---|---|---|---|---|---|
| 10/7/2024 | Compeer Financial Loan Funds | | | | $0.00 |
| | Compeer Financial Loan Funds | | | | $0.00 |
| | Additional Funds Received | | | | $0.00 |
| | Earnest Money | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | Total Fees due at Closing | | $4,500.00 | | $4,500.00 |
| | | | | | $4,500.00 |
| | Origination Fee | | | $4,500.00 | $0.00 |
| | Origination Fee | | | | $0.00 |
| | Stock | | | | $0.00 |
| | Appraisal Fee | | | | $0.00 |
| | Restricted Collateral Evaluation Rpt Fee | | | | $0.00 |
| | Flood Certification | | | | $0.00 |
| | Document Prep Fee | | | | $0.00 |
| | Closing Fee | | | | $0.00 |
| | Title/Lenders Insurance | | | | $0.00 |
| | Owner's Insurance | | | | $0.00 |
| | Report of Title/Abstract Fee | | | | $0.00 |
| | Title Exam Fee | | | | $0.00 |
| | Recording Fee | | | | $0.00 |
| | Revenue/Transfer/Deed Stamps | | | | $0.00 |
| | Special Assessment Fee | | | | $0.00 |
| | Scorecard Fee | | | | $0.00 |
| | Wire Fee | | | | $0.00 |
| | Survey | | | | $0.00 |
| | Commission | | | | $0.00 |
| | | | | | $0.00 |
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| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | **BALANCE** | | | | **$0.00** |

We/I have carefully reviewed the Disbursal Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Disbursal Statement. We/I authorize Compeer Title Services to cause the funds to be disbursed in accordance with this statement.

Signed by:
Ray Price
Lariagra Farms South, Inc By: Ray Price, President/ Secretary — Date: 10/7/2024

Date

Date

Date

Date

Signed by:
Barbara Johnson
Closing Coordinator, Compeer Financial — Date: 10/7/2024

Docusign Envelope ID: AF7AEE8D-EC00-414F-80B8-5AB00EEE2512

# Statement of No Change

CF155 (07/22)

CIF No. 4419639

I/We, the undersigned, on behalf of Lariagra Farms South, Inc. (hereinafter referred to as the "Entity"), hereby represent that there have not been any changes in:

- Entity's organizational documents,
- The Ownership or management structure of Entity,
- Entity's authorization signers or agents, or
- Those authorized to borrow money, lease assets and/or grant collateral on behalf of Entity since the last certification and/or documentation was given to Compeer Financial.

Dated: October 07, 2024

Lariagra Farms South, Inc., a South Dakota Corporation

Signed by:
By: Ray Price
90E6BF06DEC54BF...

Ray Albert Price, President/Secretary

| Assn. | B.O. No. | CIF No. | Loan No. | Product Code | Coll. Code | Customer Name | Commitment Amount |
|---|---|---|---|---|---|---|---|
| 53 | 74 | 2133180 | 1117397000 | 1009 | 1 | Sunwold Farms, Inc. | $7,000,000.00 |

# PROMISSORY NOTE/LOAN AGREEMENT

CF300 (5/23)

| | | | |
|---|---|---|---|
| **LENDER:** | Compeer Financial, PCA<br>PO Box 810<br>Sun Prairie, WI 53590 | **NOTE DATE:**<br>**MATURITY DATE:**<br>**LOAN AMOUNT:** | August 28, 2023<br>July 01, 2024<br>$7,000,000.00 |
| **TYPE OF LOAN:** | Revolving Line of Credit (RLOC) | | |
| **TYPE OF INTEREST RATE:** | Adjustable Rate Prime Rate Based | **STATED INTEREST RATE:** | 9% |

**ADJUSTABLE RATE PRIME RATE BASED: The initial annual rate of interest is equal to the Stated Interest Rate.** On the first day of each month the interest rate shall be adjusted by adding a margin of **0.5** percentage points to the Index. This margin shall remain in effect until **September 1, 2023** at which time Lender may change the margin at its discretion, and Lender may continue to change the margin at successive intervals of **1** year(s) each thereafter. The index for adjustments is the prime rate reported on the tenth day of the month preceding the interest rate change date by the Wall Street Journal in its daily listing of money rates, defined therein as "the base rate on corporate Loans posted by at least 70 percent of the 10 largest U.S. banks." If a prime rate is not reported on the tenth day of a month, the prime rate reported on the first business day preceding the tenth day of the month will be used. If this index is no longer available, Lender will select a new index which is based upon comparable information.

**LOAN PAYMENTS:**
Interest-only Payments: Interest payments are payable **monthly** beginning on **October 01, 2023.** The remaining unpaid balance of the loan is payable in its entirety on the Maturity Date.

**DRAFT PROGRAM:**
Loan funds may be disbursed pursuant to the Draft Program Agreement set forth herein. The minimum draft amount is **$0.00.**

**COLLATERAL:** Payment of the Loan is secured by:
All existing and future security agreements from any Borrower/Debtor (and from third parties if so intended) to the Lender. All of the covenants and agreements contained in said security instruments are made a part of this note.

**DEFAULT ADD-ON RATE:**
.0000% will be added to the interest rate that would otherwise be in effect for this Loan if Borrower defaults as explained in the Additional Provisions.

**FOR VALUE RECEIVED,** the undersigned Borrower, whether one or more, jointly and severally promise to pay to the order of the Lender at its office shown above on or before the Maturity Date the principal sum equal to the Loan Amount together with interest thereon from dates of disbursement until paid pursuant to the Lender's Individual Loan Pricing Program (the "Program"), as provided in the Additional Provisions ("Loan"). Borrower grants to the Lender, as security for the payment of this Loan and, if applicable, the other Obligations, as defined in the Additional Provisions, a present security interest or lien in the property described above and, if applicable, the other Collateral, as defined in the Additional Provisions.

Borrower acknowledges receipt of: a) pertaining to the Lender or the Lender's parent association, as applicable, the most recent annual report and most recent quarterly report, if more recent than the annual report; a copy of the Notice to Borrowers concerning investment, which includes a description of the terms and conditions under which equity is issued; capitalization bylaws and b) an Effective Interest Rate and Disclosure, a Truth in Lending Disclosure Statement, or a Closing Disclosure, as applicable.

THIS AGREEMENT INCLUDES THE PROVISIONS IN THE "PROMISSORY NOTE/LOAN AGREEMENT – ADDITIONAL PROVISIONS" AND THE PROVISIONS IN THE "ADDENDUM TO PROMISSORY NOTE/LOAN AGREEMENT"

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

This is Exhibit "N" referred to in the Affidavit (or statuary declaration) of Arthur Enns
sworn (or affirmed or declared) before me this 5 day of September, 2025

A Commissioner for Oaths in and for Alberta

Scott Chimuk
Barrister & Solicitor

Sunwold Farms, Inc., a South Dakota Corporation

DocuSigned by:

By: Ray Albert Price

Ray Albert Price, President

DocuSigned by:

By: Debbie Uffelman

Debbie Uffelman, Chief Financial Officer

DocuSign Envelope ID: 6E9A2790-484C-4648-8122-24ADE7352EAE

# ADDENDUM TO PROMISSORY NOTE/LOAN AGREEMENT

Date: August 28, 2023 Loan Number: 1117397000

This Addendum is a part of, and contains additional terms and conditions for, a Promissory Note/Loan Agreement ("Note") dated August 28, 2023 in the principal sum of $7,000,000.00, evidencing a loan extended by Compeer Financial, PCA ("Lender") to Borrower. Unless waived in writing by the Lender, until all liabilities of the Borrower under this loan have been paid and satisfied in full, the Borrower covenants and agrees as follows:

1. To furnish to Lender, interim financials consisting of a balance sheet and income and expense statement and, or a projected income and expense statement, as requested by Lender.

2. Borrower covenants and agrees that any and all proceeds of Borrower's hedging account shall first be utilized for the repayment of this loan, and that Borrower shall not utilize any of such hedging account proceeds for any other purpose unless and until this loan shall be indefeasibly paid in full.

3. Beginning 9/30/2023, and monthly thereafter within 30 days of the previous month end, Borrower is to submit on a monthly basis to Lender, a Borrowing Base Certificate signed by management personnel with complete inventories with all locations and sites of hog inventory identified current through the end of the preceding month.

   The principal balance of all debt obligations associated with Compeer Financial shall at no time exceed the Net Value for Eligible Collateral as herein defined: The borrowing base shall equal the aggregate value of market hogs valued at cost plus feed and supply inventory and prepaid expenses. The Net Value for Eligible Collateral shall equal 70% of the borrowing base plus 70% of accounts receivable from packers less then 60 days of age, plus 100% hedge account liquidation value minus accounts payable minus outstanding checks.

   Any and all loan advances and disbursements shall be limited to the Total Eligible Borrowing Base being above the outstanding loan balance and accrued interest as determined by the borrowing base formula set forth in the Borrowing Base Certificate. If outstanding loan balance at any time exceeds the Total Borrowing Base, the outstanding loan balance must be reduced to the Total Eligible Borrowing Base within 30 days; if not so reduced Lender may declare the loan into default.

4. Sunterra Enterprises Inc, to furnish to Lender, a balance sheet and a cumulative statement of profit and loss from the beginning of each fiscal year through the end of such period, as requested by Lender.

5. To maintain an owner equity percentage of 50%. Owner equity percentage is calculated by dividing the difference between total assets and total liabilities by the total assets from the balance sheet. Classification and valuation of assets and liabilities are to be determined by Lender in accordance with the Lender's procedures. The notes associated with Shareholders and Sunwold Canada Ltd. will be viewed as equity due to debt subordination agreements.

6. Borrower shall keep true, complete and accurate books, records and accounts in accordance with the Farm Financial Standards Council's Financial Guidelines for Agricultural Production consistently applied or generally accepted accounting principles consistently applied and furnish to Lender: Beginning 12/31/2023, and annually thereafter, within 30 days after the end of such period, a balance sheet and a cumulative income statement from the beginning of each fiscal year through the end of such period. Both the balance sheet and the income statement will need to be certified as correct (subject to year end adjustments) by an appropriate authorized officer of the business, and they may be unaudited.

# PROMISSORY NOTE/LOAN AGREEMENT - ADDITIONAL PROVISIONS

Date: August 28, 2023 Loan Number: 1117397000

**1. INDIVIDUAL LOAN PRICING PROGRAM:** The Program provides for charging differential interest rates according to loan classes determined by criteria adopted by the Lender from time to time, such as type of loan, purpose, amount, quality, funding costs, operating costs, servicing costs, and competitive interest rates. There are separate types of loans and interest rates under the Program, each having a different rate of interest, and the loans within each class are assigned to an interest rate category. It is possible that the particular rate for each class of loan may differ among such geographical areas as may be designated from time to time. In the event that Borrower defaults under the terms or conditions of any promissory note, membership agreement, mortgage or other security document, or any amendatory agreement to any of these, the Lender at its option may adjust this Loan to any less favorable interest rate category then offered or maintained by Lender for loans of this type. The higher interest rate shall become effective immediately upon placement of this Loan into the less favorable interest rate category by Lender, and the Loan may, at the option of Lender, remain in the less favorable interest rate category for the remaining term of the Loan, regardless of whether Borrower later cures the default. Lender shall not place the Loan into a less favorable interest rate category unless Lender has first given Borrower written notice of the default, and Borrower fails to cure the default within 60 days after Lender has given the notice. In addition to adjusting the Loan to a less favorable interest rate category, Lender may also charge the higher default interest rate described below.

**2. INTEREST CALCULATION METHOD:**
Interest may be based upon a 360- or 365-day year as the Lender may determine.

**3. ADJUSTABLE OR VARIABLE INTEREST RATES:** If the Loan has an adjustable or variable interest rate, Borrower will be notified in writing of any change in an interest rate tied to an external index not later than 45 days after the effective date of the change, or if the interest rate is not tied to an external index, not later than 10 days after the effective date of the change, or if this Loan is subject to Truth in Lending, not later than the notice period required under the Truth in Lending Act and implementing regulations. Notwithstanding the foregoing or any provision herein to the contrary, in no event shall the interest rate be less than 0.0000% per annum.

**4. DEFAULT RATE OF INTEREST:** If Borrower defaults under this document, any unpaid installment of principal or interest shall bear interest from the date of default until the default is cured or maturity of the Loan is accelerated by reason of default at a rate equal to the interest rate for this Loan that would otherwise be in effect during the period of default plus the Default Add-On Rate per annum (the "default rate"), and the amount of such interest in excess of interest otherwise accruing in the absence of default shall be immediately due and payable. At maturity or upon acceleration of maturity by reason of default, the entire indebtedness including all principal, interest and advancements shall bear interest until paid at the default rate in effect at the time of maturity or acceleration of maturity, as the case may be.

**5. DISBURSEMENTS OF PRINCIPAL:** Disbursements of principal may be made at various times at Borrower's request, subject to the provisions of this paragraph. Repayments of principal under a Revolving Line of Credit reinstate the Loan commitment, subject to the terms of this document, but the total of the unpaid balance of future advances together with the existing indebtedness hereunder, in the aggregate at any one time outstanding, shall not exceed the Loan Amount; otherwise, repayments of principal do not reinstate the Loan commitment, and total disbursements, in the aggregate, shall not exceed the Loan Amount. The Lender may withhold further disbursements if it determines that: (a) the value of the Collateral is insufficient; (b) the Loan proceeds have been used for purposes not approved by the Lender; (c) Loan Payments have not been made in accordance with the repayment plan contained in this Note; or (d) an event has occurred which entitles the Lender to accelerate maturity of the Loan. If this Loan is a Revolving Line of Credit, Borrower agrees that disbursements shall be requested and used primarily for business, commercial or agricultural purposes and not for personal, family, household or other consumer purposes.

**6. DRAFT PROGRAM AGREEMENT:** The Borrower may draw Loan funds using the draft forms furnished by the Lender, subject to the following terms and conditions:

(a) The Borrower authorizes and directs the Lender and its duly authorized agents to accept drafts made or drawn by any Borrower and to disburse Loan funds accordingly, as specified in this document; however, Borrower agrees not to use drafts as payments on this or other Obligations of the Borrower. The Borrower may be charged a reasonable fee for this program and the cost of printing drafts.

(b) The Borrower jointly and severally accepts responsibility for all disbursements made pursuant to this authorization and direction. The Lender shall not be obligated to inquire as to whether the Borrower has issued specific directions for any particular draft or to determine whether the Borrower has received the benefit of the proceeds of any particular draft before honoring such draft. Drafts may be deposited directly into the bank account of any Borrower.

(c) The minimum amount for which each draft may be written is the Minimum Draft amount. In the event that Borrower writes any draft for an amount below this minimum, the Lender may charge Borrower a reasonable fee for each draft that is not in compliance.

(d) Drafts may not be written in excess of the undisbursed Loan commitment. The Lender reserves the right to revoke all future draft privileges without notice to the Borrower in the event of an overdraft and the right to reject drafts that are not written for purposes specified in the Loan documents or pursuant to these terms and conditions. In the event that Lender chooses to honor a draft which exceeds the available Loan commitment, Borrower is liable for full repayment of the funds thus borrowed, plus interest, and Lender may charge Borrower a reasonable overdraft fee.

(e) The Borrower agrees to immediately notify the Lender in the event one or more drafts are lost, stolen, destroyed or otherwise misused and to indemnify the Lender and hold the Lender harmless from any loss or claim if any draft is lost, stolen, forged, altered or otherwise misused if the Lender did not have notice of the same at least 24 hours prior to honoring such draft.

(f) The Borrower may stop payment on a draft by request to the Lender. The Borrower will be charged a reasonable fee for each stop-payment order and agrees to reimburse the Lender for all damages, costs and expenses as a result of the Lender's refusal to honor such draft. The Lender shall not be liable in the event the draft is honored following a stop-payment order if such order is not received in sufficient time to permit dishonor.

(g) This authorization and direction shall be effective as to this and, with the Lender's approval, other existing and future Loans to the Borrower and shall continue in force and effect until the Lender receives written notice of revocation signed by the Borrower, provided the privilege of using drafts may be withdrawn by the Lender and unused drafts must be surrendered to the Lender on demand.

**7. FUNDS HELD PROGRAM:** Lender may offer a Funds Held Program ("Program") that allows Borrower to make advance conditional payments on designated loans. Lender reserves the right, in its discretion, to amend or terminate the Program. The following terms and conditions apply to all Program accounts in connection with loans from Lender.

(a) Subject to Lender's rights to direct the application of payments, an advance payment made to be applied to future maturities on the Loan will be placed in a Program account ("Account") as of the date received. If a special prepayment of principal is desired, Borrower must so specify when an advance payment is made.

(b) Interest will accrue on funds in the Account at such times and at such rates as per Lender's Program. Lender may change the interest rate or accrual period from time to time without notice. The Program may provide for different interest rates for different categories of loans.

(c) When a Loan installment or other related charge becomes due, funds in the Account for this Loan will be automatically applied on the due date toward payment of the installment or related charge. Any accrued interest in the Account will be applied first. If the funds in the Account are not adequate to pay the entire installment or related charge, Borrower must pay the difference by the installment due date.

(d) Funds received after a Loan installment or related charge has been billed will be applied to the installment or related charge due. Funds received in excess of the billed installment amount or related charge will be placed in the Account. Even though no installment or related charge is due, Lender may, at its option, apply funds from the Account without notice to Borrower as follows:

-- Protective Advances. If Borrower fails to pay when due other items Borrower is required to pay pursuant to any Loan document, Lender may apply funds in the Account to pay them.

-- Account Ceiling. If the Account balance exceeds the unpaid balance on the Loan, Lender may apply the funds in the Account to pay off the loan and will return any excess funds.

-- Transfer of Security. If Borrower sells, assigns, or transfers any interest in any collateral for the Loan, Lender may apply the funds in the Account to the remaining Loan balance.

-- Deceased Borrowers. If all Borrowers are deceased, Lender may apply the funds in the Account to the remaining Loan balance.

-- Termination of Program. If Lender decides to terminate the Program, it may apply all funds in the Account to the remaining Loan balance effective on the termination date.

(e) Lender may, in its discretion, permit Borrower to withdraw funds from the Account in accordance with Lender's Program.

(f) Neither the advance payments nor the accrued interest in an Account are insured by a governmental agency or instrumentality. If Lender is placed in liquidation, Borrower shall be sent by the receiver such notices as required by FCA regulations then in effect. Such regulations currently provide for advance notice from the receiver that funds in the Account will be applied to the Loan and that funds in the Account will not earn interest after the receiver is appointed.

**LOAN PAYMENTS:** If the Loan is payable in installments and the period from the day interest begins to the due date of the first installment is more than the interval between installments, there may be an interest only payment due one installment interval prior to the due date of the first installment, or the interest may be included in the first installment at the option of the Lender, but if such period is less than the interval between installments and principal and interest are payable in equal installments, then the first installment will be decreased by the amount of interest not yet accrued for that installment. The final installment may be more or less than preceding installments, if any, and any periodic adjustments to the interest rate will result in corresponding changes in the amount of installments, if the Loan is payable in installments, or the amount due at maturity. The Borrower may make advance payments in any amount and at any time without penalty. Prepayments shall, at the option of the Lender, (a) be held by the Lender and then applied to installments of principal and interest next scheduled to mature in the order of maturity, (b) be immediately applied to payment of principal then outstanding, resulting in a reamortization of the remaining balance of the Loan over the remaining term under the existing payment plan and in a corresponding reduction in the amount of future installments of principal and interest, or (c) be immediately applied to payment of principal then outstanding, with, if amortized, a corresponding reduction in the number of future installments of principal and interest in the inverse order of maturity, thus discharging the Loan at an earlier date; provided, in any event, the Lender may, at its option, first apply any such prepayments to the payment of interest accrued to the date of prepayment.

**9. PERSONAL PROPERTY AND FIXTURES:** The following subsections (1) and (2) including the definitions apply, in addition, only if the collateral described on the Promissory Note/Loan Agreement, and each addendum thereto, includes personal property or fixtures:

(1) **Obligations and Collateral.** The Borrower grants to the Lender as security for the payment and performance of this Loan and the other Obligations a security interest in all of the Borrower's rights, title, and interest in the Collateral, including all rights to transfer an interest in the collateral. "Obligations" means this Loan and all other loans and advances by the Lender (except any loan extended solely to one or more rural homeowners, as that term is defined in 12 C.F.R. § 613.3030) including:

(a) existing and future indebtedness, liabilities, and other obligations of the Borrower to the Lender of any kind, absolute or contingent, due or to become due, arising out of existing or future credit granted by the Lender to the Borrower, or any one or more of them, and all extensions and renewals thereof from time to time; and

(b) all costs incurred by the Lender in enforcing its rights under this document with interest, including attorney's fees and legal costs.

"Collateral" includes:

(a) the property described on the Promissory Note/Loan Agreement and each addendum thereto;

(b) all additions, accessions, replacements, and substitutions of the Collateral and property of similar type or kind now owned or hereafter acquired by the Borrower; and

(c) to the extent not included in (a) or (b) as original Collateral, all products and proceeds of the Collateral.

(2) **Warranties and Agreements**: The Borrower warrants and agrees that:

(a) The Borrower is the absolute owner of the Collateral free from any encumbrances, liens, security interests, or equity interests, except for the security interest granted herein and except as disclosed by the Borrower to the Lender in writing.

(b) The Borrower shall:

(1) care for the Collateral and not permit its value to be impaired;

(2) keep the Collateral free from all encumbrances, liens, and security interests, other than those created or expressly permitted herein;

(3) defend the Collateral against all claims and legal proceedings by persons other than the Lender;

(4) pay and discharge when due all taxes, license fees, levies, and other charges upon the Collateral; and

(5) immediately inform the Lender in writing of any change in Borrower's address or the location of the Collateral. Loss of or damage to the Collateral shall not release the Borrower from any of the Obligations. Upon demand, the Borrower will provide additional collateral acceptable to the Lender.

(c) At the Lender's request, the Borrower shall keep all Collateral and the Lender's interest in it insured under policies naming the Lender as loss payee, with provisions, coverages, amounts, and by insurers satisfactory to the Lender, and the Borrower shall furnish Lender satisfactory evidence of such insurance.

(d) The Borrower shall pay all expenses which are permitted to be recovered from the Borrower by applicable law and, upon request, take any action reasonably deemed advisable by the Lender to preserve the Collateral or to establish, determine the priority of, perfect, continue as perfected, preserve, enforce or terminate the Lender's rights and interest in the Collateral.

(e) The Lender is authorized to examine the Collateral at reasonable times.

(f) The Borrower shall not dispose of any of the Collateral without the authorization of the Lender and, except as otherwise agreed to in writing by the Lender, shall apply the proceeds of all dispositions of the Collateral to payment of this Loan.

(g) The Borrower understands that the unauthorized disposition of Collateral with intent to defraud the Lender constitutes a federal criminal offense.

(h) The Borrower hereby authorizes the Lender to file all financing statements describing the Collateral, and all amendments thereto, in any offices as the Lender, in its sole discretion, may determine. The Borrower hereby also authorizes the Lender to file all effective financing statements describing the Collateral pursuant to 7 U.S.C. Section 1631, and all amendments thereto, in any offices as the Lender, in its sole discretion, may determine.

(i) If the Collateral includes federal or state government program entitlements or payments, the Borrower shall execute and deliver to the Lender all assignments, transfers, and other documents required by the Lender to transfer, convey, and assign to the Lender all such federal and state government program entitlements, payments, rights to payment whether or not earned by performance, accounts, general intangibles, and benefits.

(j) All terms in this Agreement that are defined in the Uniform Commercial Code, as enacted in the state in which Lender's office originating this Loan is located and as amended from time to time ("UCC"), shall have the meanings set forth in the UCC unless the context clearly requires otherwise. The meaning of a term hereunder shall automatically change on the effective date of each amendment to the definition of such term in the UCC.

(k) For each Borrower that is not an individual, the legal name of each such Borrower is as set forth in the Note or an addendum thereto. No Borrower has used any trade name, assumed name, or other name except those set forth in the Note or an addendum thereto. The Borrower shall give the Lender written notice at least 30 days before the date of:

(1) any change in any Borrower's name or

(2) any use by any Borrower of another name.

(l) If any Borrower is a Registered Organization, as that term is defined in the UCC, all information provided by the Borrower to the Lender concerning the state(s) of organization for the Borrower is true, accurate, and complete. No Borrower shall change its state of organization without the prior written consent of the Lender. Borrower shall provide the Lender with written notice at least 30 days before the date any Borrower takes any action to change its state of organization.

(m) If any Borrower is an individual or an entity that is not a Registered Organization, all information provided by the Borrower to the Lender concerning the address of an individual Borrower's residence or the address of the chief executive office of an entity that is not a Registered Organization is true, accurate, and complete. No individual Borrower shall change that address of residence without providing written notice to the Lender at least 30 days before the effective date of such address change. No Borrower that is an entity that is not a Registered Organization shall change that address of the chief executive office without providing written notice to the Lender at least 30 days before the effective date of such address change. Each Borrower who is an individual shall give Lender written notice at least 30 days before any change in Borrower's name, or a name change on Borrower's driver's license or other state-issued identification ("Driver's License"), or expiration, renewal or replacement of Borrower's Driver's License. Each Borrower gives Lender authority to periodically inspect their Driver's License.

(n) To the extent that the Borrower uses proceeds of the Loan extended by the Lender to purchase Collateral, Borrower's repayment of the Loan shall apply on a "first-in-first-out" basis so that the portion of the Loan used to purchase a particular item of the Collateral shall be paid in the chronological order the Borrower purchased the Collateral.

Borrower agrees to deliver upon the request of the Lender such additional or corrected documents, drafts or instruments as the Lender may deem necessary at any time.

**10. FINANCIAL RECORDS:** The Borrower agrees to maintain complete and accurate financial books and records for Borrower's business, permit access by the Lender and to provide periodic financial information as requested by Lender in a form acceptable to Lender.

**11. PAYMENTS BY LENDER:** The Lender is authorized but not obligated to pay the following items and charge them to the Loan with interest at the rate or rates then applicable to this Loan:

(a) amounts required to pay prior liens on the Collateral;

(b) the cost of insurance carried by the Borrower in connection with this Loan or any financially related service offered by or through the Lender;

(c) appraisal and title evidence costs, recording and filing fees, and similar items;
(d) amounts required for the Borrower to acquire and maintain stock or participation certificates in the Lender or the Lender's parent association, as applicable; and
(e) any accrued interest hereunder that is not paid when due;
(f) any fees or charges assessed in connection with any loan, loan servicing action, or other service, including optional financial services provided by or through Lender;
(g) any letters of credit issued for or on behalf of Borrower;
(h) any sums Lender determines necessary to protect Lender's interest in any Collateral security pursuant to this Note or any other loan document; and
(i) any items or charges necessary to close the Loan.

**12. EVENTS OF DEFAULT:** Each of the following constitutes a default by Borrower under this document:
(a) the failure to perform any warranty or agreement contained in this document or in any instrument securing payment of this Loan or related to this Loan;
(b) default under any other promissory note executed by the Borrower, or any one or more of them, and payable to the Lender (except any promissory note executed solely by one or more rural homeowners, as that term is defined in 12 C.F.R. § 613.3030);
(c) default under any lease executed by the Borrower, or any one or more of them, under which the Lender is the Lessor, and, it shall also be an event of default under this document if an event of default occurs on any other loan or lease that any Borrower has with either the Lender's parent association or any subsidiaries of the Lender's parent association;
(d) any statement or report furnished by the Borrower to the Lender is false in any material respect;
(e) any Borrower provides false, misleading or incomplete information to Lender for the purpose of influencing the decision(s) of Lender;
(f) any Borrower engages in any unlawful activity;
(g) any Collateral is lost, stolen, substantially damaged, destroyed, or, without the Lender's consent, sold or encumbered;
(h) any Borrower or guarantor dies, is dissolved, or the commencement of any proceeding by or against any Borrower or guarantor under the provisions of any bankruptcy or insolvency laws;
(i) the Lender, in good faith, deems itself insecure or determines that the prospect of payment of this Loan or the prospect of performance of this or any other instrument securing this Loan or relating to it is impaired;
(j) the use of loan proceeds for purposes not approved by the Lender; or
(k) any provision of any of the Loan documents shall for any reason cease to be legal, valid and binding on Borrower or any guarantor, or Borrower or any guarantor state so in writing.

**13. LENDER'S REMEDIES:** Lender, in addition to other rights provided in this document or by law or agreement, may do any one or more of the following if Borrower defaults under this document:
(a) declare this Loan and any or all other loans to Borrower or any one or more of them (except any loan extended solely to one or more rural homeowners, as that term is defined in 12 C.F.R. § 613.3030) immediately due and payable;
(b) require Borrower to reimburse the Lender for expenses incurred by the Lender in protecting or enforcing its rights under this document, regardless of whether Collateral is involved, including without limitation reasonable attorney's fees and legal expenses when permitted by law;
(c) as to Collateral which is personal property or fixtures, exercise all the remedies of a secured party under the Uniform Commercial Code including without limitation:
(1) without notice to the Borrower or judicial process peaceably enter upon any premises where the Collateral is located, take possession of it and remove it from the premises;
(2) require the Borrower to assemble the Collateral and make it available to the Lender at a place designated by Lender which is reasonably convenient to both parties;
(3) use and occupy the Borrower's premises to care for livestock collateral;
(4) appoint a receiver to marshal, preserve and manage the Collateral until judgment is obtained;
(5) care for and harvest the crops and dispose of them at private sale (at Borrower's expense) since crops are perishable and may decline speedily in value; and
(6) after deduction of expenses, the Lender may apply the proceeds of disposition to the Obligations as defined in security agreement(s) in effect between the Borrower and the Lender in the order and amounts the Lender elects.
(d) reduce or modify the Loan commitment amount or modify the terms and conditions upon which Lender may be willing to consider making advances.

Except in connection with a loan primarily made for the personal, household or family purposes of the Borrower, Lender may obtain the appointment of a receiver [including a general receiver if permitted by applicable law], to take possession of all collateral of the Borrower, including, but not limited to, all real property and personal property, and all facilities, fixtures and equipment leased, occupied or used by the Borrower. Borrower hereby irrevocably consents to the appointment of such receiver and agrees to cooperate and assist any such receiver as reasonably requested to facilitate the transfer of possession of the collateral to such receiver and to provide receiver access to all books, records, information and documents as requested by such receiver.

**14. ASSIGNMENT OF LOAN:** The Lender may not assign or otherwise transfer this Loan to any party other than AgriBank, FCB and its successors (the "Bank"), whether absolutely or as collateral security and whether in the ordinary course of business or otherwise, without the express written consent of the Bank. If this Loan is assigned or otherwise transferred to the Bank or another institution chartered pursuant to the provisions of the Farm Credit Act of 1971, as amended, ("Act") the interest rate hereunder may be established by such institution in accordance with the provisions of this document. If this Loan is assigned or transferred to a party not chartered under the Act, notwithstanding any contrary provision in this document, in the absence of maturity or acceleration, the following apply:
(a) If this is a Variable Rate loan or an Adjustable Rate Operating RLOC, adjustments in the interest rate will be made only on the dates occurring at successive intervals of one year each after the first day of the month and year of such assignment based upon an index and margin. The index will be the weekly average yield on United States Treasury securities, as made available by the Federal Reserve Board, adjusted to a constant maturity of one year.
(b) If this is an Adjustable Rate Capital RLOC or Adjustable Rate IT Loan, the interest rate will continue to be adjusted on the dates and intervals described therein based upon an index and margin. The index will be the same as for a Variable Rate Loan, except it will be adjusted to a constant maturity of a length equal to the length of the interval between adjustments specified above (if U.S. Treasury yield figures are not available for this length, the U.S. Treasury yield figures which are available for the closest length of time which is shorter than the interval between adjustments will be used).
(c) For interest rate adjustments under (a) and (b), the margin will be the amount by which the interest rate in effect for this Loan at the time of the assignment, in the absence of default, exceeds the index that would have been effective for the date that this interest rate was established for this Loan (the last previous repricing date). The new interest rate will be calculated by adding the margin to the applicable current index and rounding the total to the nearest one-eighth of one percent, subject however, to the provision herein for a higher default rate. The current index will be the most recent index available as of 45 days before the date the interest rate is to be adjusted. If the applicable index is not available, the Lender will select a new index which is based upon comparable information. The interest rate shall never exceed the rate permitted by applicable law.
(d) If this is an Adjustable Rate Prime Rate Based Loan, the margin that is used for interest rate adjustments shall remain fixed for the remaining term of the Loan at the margin amount that is in effect at the time of the assignment.

**15. WAIVER:** The Borrower and other parties to this transaction (except the Lender), and each of them, whether principal, surety, guarantor, endorser, or other party, agree to be jointly and severally bound and, further, waive demand, protest, and notice of demand, protest, or nonpayment, and agree that the liability of each shall be unconditional without regard to the liability of any other party and shall not be affected by any indulgence, extension or extensions of time, renewal, waiver, release of any party or of any Collateral, or other modifications granted or consented to by the Lender. The rights and powers granted to the Lender hereunder shall not, nor shall any provision hereof, be waived except in writing signed by the Lender, and the provisions hereof shall not be modified, limited, or waived by any prior or subsequent course of dealing between the parties or between the Borrower and third parties or by any usage of trade. To the extent the Bank gives or has given value to the Lender in reliance hereon, either by way of loan or discount, the Borrower hereby waives any and all other defenses or right of offset which the Borrower or any of them may or might have against the Lender when this document is held by the Bank, its collateral custodian, or the successors or assigns of either.

**16. APPOINTMENT OF AGENT:** Each Borrower hereby appoints each of the other Borrowers as agent for the purposes of this Loan and, if applicable, the Obligations and agrees that Loan funds, dividends, stock retirement proceeds, and other distributions may be disbursed to or by order of any one or more of them, as the Lender may elect. This appointment shall continue until written notice of termination is received by the Lender.

**17. ASSOCIATION MEMBERSHIP:** Borrower agrees to purchase and maintain stock or participation certificates ("Stock") in the Lender or the Lender's parent association, as applicable, in amounts as may be required from time to time under the Capital Plan adopted by the Board of Directors pursuant to applicable Bylaws or under the policies or procedures of the Lender or the Lender's parent association, as applicable (such Bylaws, policies, or procedures, the "Capitalization Policy."). Borrower authorizes and directs the Lender to, without further authorization or direction from any Borrower, retain from any stock retirement proceeds paid to Borrower any amounts required to purchase participation certificates in the Lender or the Lender's parent association, as applicable, and to retain from any participation certificate retirement proceeds paid to Borrower any amounts required to purchase stock in the Lender or the Lender's parent association, as applicable, and to make such purchases on behalf of any one or more Borrower to the extent required by the Capitalization Policy and then distribute the net proceeds (if any) to any one or more Borrower, as the Lender may elect. Borrower grants to Lender a first priority security interest in and to all Stock now owned or hereafter acquired by Borrower as additional collateral for the obligations of Borrower to Lender. As more particularly described in the Lender's Bylaws, Borrower agrees that Lender shall have the right of set-off against all Stock in the event of a default by Borrower on any obligation of Borrower to Compeer Financial.

**18. REPORTING:** Lender, its agents, successors and assigns may report Borrower's name and information regarding this Loan and all of Borrower's past and future loans to credit reporting agencies.

**19. LENDER'S RIGHT TO INSURE COLLATERAL:** Unless you (the Borrower) provide us (the Lender) with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your Collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the Collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the Collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

**20. POWER OF ATTORNEY:** Borrower hereby irrevocably appoints the Lender as Borrower's attorney-in-fact to act for the Borrower with full authority in the place and name of the Borrower to take any action and to execute an instrument which the Lender may deem advisable to accomplish the purposes of this Agreement, including authority:

(a) to endorse, collect, sue for, compromise, and receive any drafts, instruments, documents, or moneys due in connection with the Collateral;

(b) to file any claims or take any action or institute any proceedings which the Lender may deem desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Lender with respect to any of the Collateral;

(c) to disburse funds including paying insurance premiums, taxes, liens, and other costs of preserving the Collateral; and

(d) to establish, determine priority of, perfect, continue as perfected, preserve, enforce, or terminate the Lender's rights and interests under this Agreement. The Lender may charge its expenses of doing so to any of the Obligations and the Borrower shall pay them upon demand with interest from the date each expense is incurred at the rate in effect on the date each expense is incurred on the applicable Obligation.

**21. AUTHORIZATION FOR ACCESS TO INFORMATION:** Borrower acknowledges and agrees that the verification or reverification of any information, whether contained in the Borrower's Loan application or in any other manner supplied by the Borrower to the Lender in connection therewith, may be made at any time by the Lender, its agents, successors, or assigns, either directly or through a credit reporting agency, from any source whether named in the Borrower's Loan application or otherwise provided to the Lender by the Borrower. Borrower authorizes and gives consent to Lender to provide to any guarantor the current outstanding balance and the payment and disbursement history of all loans of the Borrower guaranteed by the requesting guarantor. Borrower authorizes and gives consent to Lender to provide to any third-party pledger of Collateral for any of Borrower's loans the current outstanding balance and the payment and disbursement history of said loans.

**22. UNAUTHORIZED DISPOSITIONS AND FALSE STATEMENTS:** Borrower understands that it is a federal crime punishable by fine, imprisonment, or both to knowingly make any false statements in the Borrower's Loan application as applicable under the provisions of Title 18, United States Code, Section 1014. Borrower also understands that any unauthorized disposition of Collateral or the making of any false statement or report to the Lender in connection with a loan could result in civil and criminal consequences to the Borrower as applicable under the provisions of Title 18, United States Code, Sections 658 and 1014.

**23. PARTIES BOUND:** Each person signing the Note, other than the Lender, is a Borrower. The Obligations of all Borrowers are joint and several, and all Borrowers hereby acknowledge receipt of all proceeds of the Loan. This Agreement benefits the Lender, its successors, and assigns. This Agreement shall bind the Borrowers, the Borrowers' heirs, personal representatives, successors, and assigns, and all persons and parties who become bound as a Borrower under this Agreement.

**24. FEES CHARGED:** Lender has authority to charge and Borrower agrees to pay any reasonable fees and costs charged by Lender to amend the terms of this Loan. Borrower gives Lender authority to advance such fees and costs and charge them to the loan. If Borrower does not immediately repay such advance, interest at the default rate shall begin to accrue on the amount advanced. The absence of express authority in this Promissory Note/Loan Agreement to charge a specific fee or cost to Borrower shall not be construed as a prohibition on the charging of such fees or costs.

**25.CONSENT TO ELECTRONIC COMMUNICATIONS:** The terms of this paragraph shall not apply to transactions through which Borrower will obtain products or services which are used primarily for personal, family or household purposes. Borrower agrees that any "Communications" (as defined herein) directed to any one or more of the Borrowers by or on behalf of Lender or any of its affiliates or agents (as applicable, a "Communicator") may be provided in electronic form or transmitted by electronic means. As used herein, "Communications" means all notices, disclosures, documents and other communications given by or on behalf of a Communicator including, without limitation, all shareholder communications and any disclosures, notices, or communications relating to any transaction between any Borrower and Lender, but expressly excluding any notice required by law to be provided in paper form. Borrower acknowledges that electronic Communications entails risks (including the risk of interception by a third party) and hereby releases Lender and each Communicator from all liability relating to the electronic provision or transmission of Communications. Borrower agrees to provide Lender upon request with the e-mail address or addresses of Borrower and to notify Lender within 10 days of any change in e-mail address or addresses. Any Communication sent by e-mail will be deemed received when sent to the last e-mail address or addresses of any one or more of the Borrowers known by Lender. Any Communication digitally published by a Communicator on an internet website will be deemed received by Borrower when a Communicator has both published the Communication and notified Borrower that the Communication has been published. Transmission of any document as an "electronic record" containing Borrower's "electronic signature," as those terms are defined in applicable federal or state laws, or facsimile transmission of any document containing a facsimile of Borrower's signature, shall be as effective, enforceable and valid as if a paper version of such document were delivered containing such original written signature. Such document constitutes an original document for legal purposes. At any time, Borrower may request a paper copy of any record made available to Borrower electronically. Any Borrower may revoke the consent to receive electronic Communications contained in this paragraph by sending thirty (30) days prior written notice of such revocation, signed by all of the Borrowers, to Lender by certified mail, return receipt requested.

**26. NOTICES:** Except as required by statute or regulation, all Communications to Borrower provided for under the Promissory Note/Loan Agreement will have been duly given and will be effective on the earliest of the following dates if addressed to the last address known by the Lender of any one or more of the Borrowers: (a) when personally delivered to any Borrower; (b) the first business day after being delivered prepaid (or pursuant to an invoice arrangement) to a reputable overnight courier service; (c) three business days after being deposited in the mail; or (d) the day sent by e-mail or other electronic means as provided in Section 25.

**27. MISCELLANEOUS:** The Borrower agrees to deliver upon the request of the Lender such additional or corrected documents, drafts or instruments as the Lender may deem necessary at any time.

**28. GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, federal laws to the extent applicable, and otherwise by the laws of the State of Wisconsin, except to the extent that the law of any other jurisdiction applies as to the perfection or enforcement of Lender's security interest in or lien on any property.

**29. MODIFICATION:** No modification of this document or any related document shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

**30. LEGAL AUTHORITY/COMPLIANCE WITH LAWS:** If Borrower, or any of them, is a legal entity, (1) Borrower is, and shall continue to be, duly organized, validly existing and/or legally qualified to do business under the laws of the states in which Borrower operates, in compliance with federal, state and local laws or regulations, and has legal authority in such states to conduct business operations and to own agricultural real estate; and, no change has been made in the name, ownership, control, relationship, legal status, or organizational and/or formation documents of Borrower since the time any such information was last provided to Lender.

**31. NOMINATING COMMITTEE AND BOARD MEMBERSHIP.** The Lender's Bylaws limit membership on the Lender's Nominating Committee and Board of Directors to Borrowers who reside or farm in the Lender's territory.

**32. LEGAL FEES, COSTS, AND EXPENSES.** If Lender engages an attorney or other professionals, or if Lender is required to respond to a subpoena, participate in a deposition, or testify at a court or other proceeding, in connection with this Promissory Note/Loan Agreement or in connection with any obligation of any one or more Borrower to Lender or service provided to any one or more Borrower by Lender, Borrower shall pay to Lender all attorneys or other professional fees incurred, a reasonable hourly rate for time spent by Lender staff in responding to a subpoena or preparing for and appearing at a deposition, hearing or trial, court costs and other expenses as allowed by applicable law. All such fees and expenses shall be immediately due and payable upon demand and, if not paid within 30 days thereafter, will bear interest at the maximum legal rate of interest permitted under applicable law.

**33. RIGHT OF SET OFF.** Without prejudice to any other right or remedy it has or may have, and to the fullest extent permitted by law, Lender may immediately set off or recoup any liability it, or one of its affiliates, owes to any one or more Borrower, however held, against any liability for which any one or more Borrower is liable to Lender or one of its affiliates, whether liability is matured or unmatured, or arises under this Agreement. Notice may, but is not required to, be given to Borrower, and Borrower hereby expressly waives the right to notice of set off.

**34. SEVERABILITY.** If any provision of this Promissory Note/Loan Agreement is illegal or unenforceable, that provision is severed from this Promissory Note/Loan Agreement, and the other provisions remain in effect only if the essential business and legal provisions are legal and enforceable.

**Oral or unexecuted agreements or commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (the Borrower) and us (the Lender) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

| Assn. | B.O. No. | CIF No. | Loan No. | Product Code | Customer Name | Commitment Amount |
|---|---|---|---|---|---|---|
| 53 | 74 | 2133180 | 1117397000 | 1009 | Sunwold Farms, Inc. | $7,000,000.00 |

# EFFECTIVE INTEREST RATE AND DISCLOSURE

CF330 (05/22)

**Date:** August 28, 2023

The disclosures on this page are made pursuant to Section 4.13(a) of the Farm Credit Act of 1971, as amended, 12 U.S.C. 2199, and are not part of the contractual agreement between Borrower and Lender. This Loan is not subject to the Truth-in-Lending (TIL), 15 U.S.C. 1601 et seq., and the effective rate of interest described herein is not to be construed as the equivalent of the annual percentage rate which would be disclosed on a loan subject to TIL.

**Stated Interest Rate.** The rate of interest currently applicable to the Loan is 9%
The rate of interest calculated with Loan Origination Charges, not including the required stock purchase, is 9.12%
**Effective Interest Rate.** The Stated Interest Rate adjusted to show the effect of any required stock purchase and all other Loan Origination Charges is 9.12%
NOTE: The Effective Interest Rate is calculated to include any required stock purchase amount, which will only be collected from each Borrower in accordance with the terms of a separate written agreement governing each Borrower's required stock purchase, if any.

Loan Origination Charges and Purchase of Stock
Stock Amount $0.00

Loan Origination Charges
Origination Fee $7,000.00

Other Fees

Except with respect to stock protected under Section 4.9A of the Farm Credit Act of 1971, as amended, stock that is purchased in the Lender or the Lender's parent association, as applicable, is at risk and can only be retired at the discretion of the association board. Effective Interest Rate is calculated as if stock will never be retired.

If stock is retired, as is customary, the Effective Interest Rate may be lower than the percentage stated above.

It is generally the association's practice to retire stock when a Borrower's loan balance is paid in full or upon full payment of all of Borrower's loans, provided the association has an adequate capital position. At this time, the association's capital exceeds the regulatory capital requirements.

**INTEREST RATE PLAN:**
**ADJUSTABLE RATE PRIME RATE BASED: The initial annual rate of interest is equal to the Stated Interest Rate.** On the first day of each month the interest rate shall be adjusted by adding a margin of **0.5** percentage points to the index. This margin shall remain in effect until **September 1, 2023** at which time Lender may change the margin at its discretion, and Lender may continue to change the margin at successive intervals of 1 year(s) each thereafter. The index for adjustments is the prime rate reported on the tenth day of the month preceding the interest rate change date by the Wall Street Journal in its daily listing of money rates, defined therein as "the base rate on corporate Loans posted by at least 70 percent of the 10 largest U.S. banks." If a prime rate is not reported on the tenth day of a month, the prime rate reported on the first business day preceding the tenth day of the month will be used. If this index is no longer available, Lender will select a new index which is based upon comparable information.
In the event of default at any time during the term of the Loan, however, and at maturity, the Loan may be subject to a higher rate of interest.

**ADJUSTMENT FACTORS:** The factors which the Lender takes into account in making adjustments to the interest rate on the Loan (except fixed rate loans and any adjustable rate loans tied to an index including prime, LIBOR and SOFR) include cost of funds, operating expenses, provision for loan losses, capital requirements, capital sharing, nonearning assets and competitive elements of the financial environment. The factors considered by the Lender may change during the term of the Loan.

**REPRESENTATIVE EXAMPLES:** These examples show the effect that changes in the stock requirement and loan origination fees would have on the effective interest rate of a representative loan with customer level stock. A $101,000 amortized loan, including a stock requirement of the lesser of $1,000 or 2% of the loan principal, amortized over a 5-year term with level annual payments, a stated interest rate of 10%, and loan origination charges of $1,000 would have an effective interest rate of 10.79%. If the loan amount was to remain at $101,000, but the loan origination charges increase to $1,500, the effective interest rate would be 10.99%. If the loan amount was to remain at $101,000 with loan origination charges of $1,500 but only $500 of stock was purchased because Borrower already owned some stock, the effective interest rate would be 10.79%.

**LOAN OPTIONS:** The Lender may offer secured and unsecured short- and intermediate-term loans including lines of credit, with maturities up to 7 years or, in some instances, 10 years. Installments can be paid monthly, quarterly, semi-annually, annually, or according to other irregular repayment plans as may be agreed upon by Borrower and Lender. Interest rates may be variable at the option of the Lender, fixed for a specified period and then variable, adjustable at specified intervals with the rate determined either at Lender's discretion or in accordance with the prime index, LIBOR index or SOFR index, or fixed for the term of the Loan. Some loan options are subject to certain conditions and are not available to all borrowers for all purposes. In addition, loan options, including

interest rates, may vary by location and time period. The availability of any loan option is subject to change at any time at the discretion of the Lender. If the Lender is an ACA or an FLCA, Lender also offers long-term real estate mortgage loans with maturities of 5 to 40 years secured by agricultural real estate or rural homes. Interest rates may be fixed for the term of the Loan, variable at the option of the Lender, or adjustable at specified intervals with the rate adjusted either at Lender's discretion or in accordance with Federal Farm Credit Banks Funding Corporation rates or the prime index, LIBOR index or SOFR index. These real estate mortgage loan options are subject to the same conditions, limitations, and varying availability as mentioned above for the short- and intermediate-term loans.

**BORROWER RIGHTS:** The Farm Credit Act of 1971, as amended (12 U.S.C. 2001 et seq.), and the regulations of the Farm Credit Administration, afford certain rights to Borrowers who are farmers, ranchers, or producers or harvesters of aquatic products, including basic processing and marketing operations. Those rights include, but are not limited to, the following:

1. At loan closing, Borrower shall receive copies of loan documents signed by Borrower. Upon request thereafter Borrower is entitled to copies of documents signed or delivered by Borrower, copies of Lender's or the Lender's parent association's charter and bylaws, as applicable, and copies of Lender's appraisals of the collateral.
2. If the Loan has an adjustable or variable interest rate, Borrower will be notified in writing of any change in an interest rate tied to an external index not later than 45 days after the effective date of the change, or if the interest rate is not tied to an external index, not later than 10 days after the effective date of the change.
3. If Lender places Borrower's Loan in nonaccrual status and such action results in an adverse action being taken against Borrower (such as revocation of any undisbursed loan commitment), the Lender shall notify Borrower in writing of such change in status and the reasons therefor. If Borrower is not delinquent in any payments under the Loan at the time and Borrower's request to have the Loan reinstated to accrual status is denied, Borrower may obtain a review of such denial before the Lender's credit review committee.
4. Lender may not commence foreclosure or other legal action against any collateral securing the Loan unless at least 45 days before such commencement Lender has provided Borrower with a copy of Lender's restructuring policy and forms on which Borrower may submit a request for restructuring. If Borrower's request for restructuring is denied, Borrower may appeal the denial to Lender's credit review committee, and may also obtain an independent appraisal of any collateral (at Borrower's expense) for consideration by the credit review committee.
5. If Lender acquires agricultural real estate by enforcement of Lender's lien, when Lender elects to sell or lease the acquired property, the previous owner shall have a right of first refusal on the property. Lender shall notify the previous owner in writing and the previous owner may purchase or lease the property, as appropriate, at the appraised fair market value or fair rental value, or if the property is sold by public offering, at the price of the highest qualified bid.

If you have any questions concerning the information contained on this disclosure page, please contact your servicing office.

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

DocuSign Envelope ID: 6E9A2790-484C-4648-8122-24ADE7352EAE

COMPEER FINANCIAL®

Loan Number: 1117397000

# INSURANCE ACKNOWLEDGMENT FORM

INS101 (6/22)

I acknowledge that I have been offered insurance through Compeer Financial (the "Association"). I understand that purchasing insurance from the Association is optional, and that I am free to purchase this insurance from other available sources, and that I will not be discriminated against by the Association for obtaining insurance elsewhere. These are representative products that are offered through Compeer Financial. Clients may or may not be eligible to purchase all products depending upon their individual circumstances.

Date: August 28, 2023

**I am interested in Life Insurance** - I am interested in obtaining information about life insurance and consent to Compeer Financial providing personal information to possible insurance providers in order to facilitate those providers on getting life insurance information to me.
☐ Yes ☒ No ☐ I currently have a Life Insurance policy.

**I am interested in Disability Insurance** - I am interested in obtaining information about disability insurance and consent to Compeer Financial providing personal information to possible insurance providers in order to facilitate those providers on getting disability insurance information to me.
☐ Yes ☒ No ☐ I currently have a Disability Insurance policy.

**I am interested in Crop Hail Insurance** - A named peril crop insurance policy that provides acre by acre protection against the peril of hail, up to the actual cash value of the crop.
☐ Yes ☒ No ☐ I currently have a Crop Hail Insurance policy.

**I am interested in federally subsidized Multi-Peril Crop Insurance** - A multiple peril crop insurance policy that provides a source of guaranteed income when there is a production loss. MPCI offers varying coverage levels for a variety of crop types.
☐ Yes ☒ No ☐ I currently have a Multi-Peril Insurance policy.

Sunwold Farms, Inc., a South Dakota Corporation

DocuSigned by:
By: Ray Albert Price
Ray Albert Price, President

DocuSigned by:
By: Debbie Uffelman
Debbie Uffelman, Chief Financial Officer

DocuSign Envelope ID: 6E9A2790-484C-4648-8122-24ADE7352EAE

# COMPEER FINANCIAL LOAN DISBURSAL STATEMENT

**Client:** Sunwold Farms, Inc **Loan Number** 1117397000

| Date | Received From or Disbursed To | Check Payable To | Receipts | Disbursements | Balance |
|---|---|---|---|---|---|
| 8/28/2023 | Compeer Financial Loan Funds | | | | $0.00 |
| | Compeer Financial Loan Funds | | | | $0.00 |
| | Additional Funds Received | | | | $0.00 |
| | Earnest Money | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | Total Fees for Closing | | $7,000.00 | | $7,000.00 |
| | | | | | $7,000.00 |
| | | | | | $7,000.00 |
| | | | | | $7,000.00 |
| | Origination Fee | | | $7,000.00 | $0.00 |
| | Stock | | | | $0.00 |
| | Appraisal Fee | | | | $0.00 |
| | Restricted Collateral Evaluation Rpt Fee | | | | $0.00 |
| | Flood Certification | | | | $0.00 |
| | Document Prep Fee | | | | $0.00 |
| | Closing Fee | | | | $0.00 |
| | Title/Lenders Insurance | | | | $0.00 |
| | Owner's Insurance | | | | $0.00 |
| | Report of Title/Abstract Fee | | | | $0.00 |
| | Title Exam Fee | | | | $0.00 |
| | Recording Fee | | | | $0.00 |
| | Revenue/Transfer/Deed Stamps | | | | $0.00 |
| | Special Assessment Fee | | | | $0.00 |
| | Scorecard Fee | | | | $0.00 |
| | Wire Fee | | | | $0.00 |
| | Survey | | | | $0.00 |
| | Commission | | | | $0.00 |
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| | BALANCE | | | | $0.00 |

We/I have carefully reviewed the Disbursal Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Disbursal Statement. We/I authorize Compeer Title Services to cause the funds to be disbursed in accordance with this statement.

DocuSigned by:
Ray Albert Price
90E6BF68DEC54BF...
Sunwold Farms, Inc by Ray Albert Price, President — Date 8/29/2023

DocuSigned by:
Debbie Uffelman
Sunwold Farms, Inc by Debbie Uffelman, Chief Financial Officer — Date 8/29/2023

Date

Date

DocuSigned by:
Barbara Johnson
Closing Coordinator, Compeer Financial — Date 8/29/2023

DocuSign Envelope ID: 6E9A2790-484C-4648-8122-24ADE7352EAE

# COMPEER FINANCIAL, ACA

## Disclosures, Signatures and Authorizations

| Entity Name: |
| --- |
| Sunwold Farms, Inc. |

We are authorized representatives of the Entity and certify that all information, together with any accompanying schedule(s), is a true, correct and complete statement of the Entity's financial condition as of the date indicated on said information. We understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements in a credit application as applicable under the provision of Title 18, United States Code, Section 1014. WE UNDERSTAND THAT IF INSURANCE IS REQUIRED AS A CONDITION OF LOAN AND/OR LEASE APPROVAL, SUCH INSURANCE MAY BE OBTAINED FROM AN INSURER OF THE ENTITY'S CHOICE. We consent to verification of supplied information, including insurance related to the collateral, asset, or collateral information, and transaction or experience information directly from other creditors. We acknowledge that we may be asked to provide additional information. If a loan is approved, we agree to furnish, at the entity's expense, such title evidence as may be required to establish the necessary lien position on the property offered as security. PHOTOCOPIES OF THIS AUTHORIZATION MAY BE PRESENTED TO AND RELIED UPON AS AUTHORIZATION TO RELEASE INFORMATION TO COMPEER FINANCIAL SERVICES, ACA AND/OR ITS WHOLLY OWNED SUBSIDIARIES, COMPEER FINANCIAL SERVICES, FLCA AND COMPEER FINANCIAL SERVICES, PCA, HEREIN AFTER COLLECTIVELY REFERRED TO AS "COMPEER".

THIS AUTHORIZATION AND DISCLOSURE MAY BE USED FOR FUTURE LOANS AND/OR LEASES AND SHALL REMAIN IN EFFECT FOR AS LONG AS THE ENTITY HAS A RELATIONSHIP WITH COMPEER.

DocuSigned by:
Ray Albert Price
Ray Albert Price, President — 8/29/2023
Date Signed

DocuSigned by:
Debbie Uffelman
Debbie Uffelman, Chief Financial Officer — 8/29/2023
Date Signed

The manually executed, facsimile transmitted signature of Borrower(s) shall be deemed to be an original. This document may be executed in multiple original counterparts, each of which shall constitute and serve as an original hereof (even if transmitted by facsimile), but all of which when taken together shall constitute one and the same agreement.

**For Internal Use:**

| ENTITY<br>Applicant Name<br>(Please Use Legal Name) | CIF Number | Tax ID Number |
| --- | --- | --- |
| Sunwold Farms, Inc. | 2133180 | 20-2122484 |

DocuSign Envelope ID: 6E9A2790-484C-4648-8122-24ADE7352EAE

| Assn. | B.O. No. | CIF No. | Customer Name |
|---|---|---|---|
| 53 | 74 | 2133180 | Sunwold Farms, Inc. |

# SECURITY AGREEMENT

CF380 (07/23)

1. **GRANT OF SECURITY INTEREST.** For value received, the undersigned Debtor, whether one or more, grants to the Secured Party, Compeer Financial, PCA("Secured Party"), whose address is: PO Box 810, Sun Prairie, WI 53590 a security interest in all of the Debtor's rights, title, and interest in the property described in Section 2, including all rights to transfer an interest in the Collateral ("Collateral"), to secure the payment and performance of the obligations described in Section 3 ("Obligations").
2. **COLLATERAL DESCRIPTION.** The Collateral is the property described in one or more Exhibits to this Agreement which are by this reference incorporated into this Agreement.
3. **OBLIGATIONS SECURED.** "Obligations" means:(a) all existing and future loans, advances, indebtedness and payment and performance obligations owed or owing to Secured Party arising out of existing or future credit granted by Secured Party to Debtor (or any of them, if more than one), to Debtor and another, to another guaranteed or endorsed by Debtor, or to another designated by Debtor, whether direct or indirect, absolute or contingent, including both consumer and commercial credit, and both long-term and short-term credit; and (b) all existing and future payment and performance obligations of Debtor arising out of this Agreement; and (c) all costs and expenses incurred by Secured Party in protecting or enforcing its rights under this Agreement with interest from the date incurred at Secured Party's applicable loan rate on the date incurred, including, to the extent permitted by law, attorneys' fees and legal costs and expenses.DESIGNATION AGREEMENT. The Debtor hereby agrees to pledge as collateral the property described in this Agreement as security for all existing and future loans, advances, indebtedness, including renewals and segments, and payment and performance obligations owed or owing to Secured Party, arising out of existing or future credit granted by Secured Party to Sunwold Farms, Inc. ("Borrower"), whether such are made to one or more Borrower, individually or collectively ("Notes").

It is the intent of the Debtor to pledge the property described in this Agreement as collateral for all Notes as referred to above, notwithstanding the fact that the undersigned has no personal liability on the Notes.

Debtor hereby waives diligence, presentment, protest, notice of dishonor, notice of default by Borrower, demand for payment, extension of time for payment, notice of acceptance of this Security Agreement, and indulgences and notices of every kind. If the Borrower is a corporation, Debtor waives any rights of subrogation, indemnity, reimbursement and contribution which would otherwise be acquired by Debtor by reason of its payment of any part of the Obligations. Lender may do the following from time to time without notice to, or consent of, the Debtor and without affecting Debtor's liability under this Agreement:

a. Change the terms of the Obligations or of any debts or liabilities of Borrower including without limitation renew, extend or accelerate the time for payment or performance and change the interest rate.
b. Release, settle or compromise any debts or liabilities of Borrower.
c. Exchange, modify, release, impair, or fail to perfect a security interest in, any collateral securing the Obligations. Debtor shall remain bound by this Agreement until all terms of the Obligations are fully performed by Borrower, notwithstanding any event that would, in the absence of these provisions, result in the discharge of the Debtor.

Lender may enforce this Agreement without first proceeding against Borrower, any Guarantor, any other person or any security or collateral and without first pursuing any other right or remedy. This Agreement remains enforceable regardless of any defenses which the Borrower may assert on the Obligations including but not limited to failure of consideration, breach of warranty, fraud, statute of frauds, bankruptcy, lack of legal capacity, statute of limitations, lender liability, accord and satisfaction, and usury. If foreclosure or other remedy is pursued, only the net proceeds, after deduction of all charges and expenses, shall be applied to the amount due on the Obligations. Lender shall not be required to institute or prosecute proceedings to recover any deficiency as a condition of payment hereunder or enforcement hereof. Lender may purchase all or part of the collateral or security at any foreclosure or other sale for its own account and may apply the amount bid against the amount due on the Obligations.

4. **DEBTOR'S DUTIES REGARDING COLLATERAL.**

4.1 **Prohibition on Disposition of Collateral by Debtor. DEBTOR SHALL NOT SELL, STORE OFF-FARM, LEASE OR OTHERWISE DISPOSE OF ANY COLLATERAL EXCEPT AS FOLLOWS:** Subject to any restrictions stated in an addendum to this Agreement and to Secured Party's continuing security interest in all proceeds and accounts arising from permitted disposition of Collateral, Debtor, before default, may in a commercially reasonable manner, (1) market milk, (2) market eggs, and (3) use feed, crops and products of crops as feed for Debtor's livestock and poultry; or b) as specifically authorized in a writing signed by Secured Party or in an addendum to this Agreement. Secured Party reserves the right, in its sole discretion, to revoke or modify any permission given Debtor to dispose of Collateral.

4.2 **Ownership Warranty.** Debtor warrants that Debtor is the absolute owner of all Collateral free of all interests, liens, encumbrances, options and security interests except: (a) Secured Party's security interest and (b) those disclosed to Secured Party by Debtor in writing.

4.3 **Location of Collateral.** The Debtor has provided the Secured Party with information concerning the location of the Collateral and the Debtor warrants to the Secured Party that such information is true, accurate, and complete. Except with the prior written consent of the Secured Party, the Debtor shall not remove any Collateral from any location as provided to the Secured Party. Debtor shall immediately inform Secured Party in writing of any change in the location of the Collateral.

4.4 **Records and Reports.** Debtor shall keep permanent records of all material information on the acquisition, maintenance, identification and disposition of all Collateral in a form acceptable to Secured Party. Secured Party shall have the right to

examine and copy these records at reasonable times and places. Debtor's records are kept at Debtor's present residence and shall not be removed from the state of Debtor's present residence. Debtor agrees to furnish Secured Party with written reports on the Collateral with content and at times as Secured Party may reasonably request.

4.5 **Maintenance of Collateral.** Debtor shall: (a) care for the Collateral in accordance with good agricultural practices and not permit its value to be impaired; (b) keep it free from all liens, encumbrances and security interests (other than those created or expressly permitted by this Agreement); (c) defend it against all claims and legal proceedings by persons other than Secured Party; (d) pay and discharge when due all taxes, license fees, levies and other charges upon it; (e) not permit it to become a fixture or an accession to other goods except as specifically authorized in a writing signed by Secured Party; and (f) not permit it to be used in violation of any law, regulation or policy of insurance. Loss of or damage to the Collateral shall not release Debtor from any of the Obligations.

4.6 **Insurance.** Debtor shall keep all Collateral and Secured Party's interest in it insured under policies with provisions, coverages, amounts and by insurers satisfactory to Secured Party from time to time. Debtor shall furnish Secured Party with evidence of this insurance satisfactory to Secured Party. At Secured Party's request, Secured Party shall be specifically named in an appropriate union or standard mortgage clause endorsed on the policy. Debtor assigns and directs any insurer to pay to Secured Party the proceeds of this insurance and all premium refunds. Debtor authorizes Secured Party to endorse in Debtor's name any instrument for such proceeds or refunds. Secured Party shall have the option to apply the proceeds and refunds to any of the Obligations, whether or not due, or to restoration of the Collateral, returning any excess to Debtor. Secured Party is authorized, in the name of the Debtor or otherwise, to make, adjust and settle claims under any credit insurance financed by Secured Party or any insurance on the Collateral and to cancel the insurance after the occurrence of an event of Default.

4.7 **Inspection.** Debtor shall permit and assist Secured Party to verify and inspect the Collateral wherever located at reasonable times.

5. **DEFAULT.**

5.1 **Default by Debtor.** Each of the following constitutes a default under this Agreement by Debtor ("Default"): (a) Failure to pay when due any principal, interest, advances, late charges, costs, attorneys' fees or other charges incurred on any of the Obligations; (b) The sale or other disposition of any of the Collateral when it is not authorized by this Agreement; (c) Failure to perform or observe any warranty, agreement or obligation contained in this Agreement or in any mortgage, deed of trust, security agreement, loan application or any evidence of or document relating to any of the Obligations; (d) Any warranty or information given to Secured Party in connection with this Agreement or any of the Obligations is false in any material respect when made; (e) Loss, theft, substantial damage, destruction or encumbrance of any of the Collateral or the making of any levy, seizure or attachment against it; (f) The acceleration of the maturity of Debtor's indebtedness to any other creditor; (g) The death, dissolution or termination of existence, insolvency, business failure, appointment of a receiver for any property, assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws, of, by, or against Debtor or any guarantor or surety of Debtor; (h) Failure of any of Debtor's account debtors or obligors to make payment when due or to honor Secured Party's security interest; (i) The occurrence of any event which causes Secured Party in good faith to believe that the Obligations are inadequately secured or the prospect of payment, performance or realization on the Collateral is impaired; or (j) A default under any lease executed by any Debtor under which the Secured Party is the lessor or a default under any other loan or lease that any Debtor has with either the Secured Party's parent association or any subsidiaries of the Secured Party's parent association.

5.2 **Secured Party's Remedies.** Secured Party, in addition to other rights and remedies provided in this Agreement or in any evidence of or document associated with the Obligations or provided by law, may do any one or more of the following if a Default occurs under Section 5.1: (a) Declare any or all Obligations immediately due and payable; (b) Refuse to make advances under any commitment; (c) Exercise all rights and remedies of a secured party under the Uniform Commercial Code; (d) Without notice to the Debtor or judicial process, peaceably enter upon any premises where the Collateral is located, take possession of all or any part of it, and remove it from the premises; (e) Require Debtor at Debtor's expense to assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties; (f) Sell, lease or otherwise dispose of all or any part of the Collateral, without notice to Debtor except as required by law, in one or more parcels at public or private proceeding on such terms as Secured Party may deem commercially reasonable; (g) Occupy and use the Debtor's premises, pasturage, feed troughs and water to care for livestock Collateral; (h) Crops are perishable and may decline rapidly in value and Secured Party at Debtor's expense may protect, cultivate, harvest, thresh and combine crops and sell them at private sale; (i) Apply the proceeds of Debtor's Association stock and participation certificates to the Obligations in such order and at such times as Secured Party shall determine; (j) Require Debtor to reimburse Secured Party out of proceeds from the disposition of Collateral or otherwise for expenses incurred by Secured Party in protecting or enforcing its rights under this Agreement. These expenses include the expenses of retaking, holding, preparing for sale or other disposition, and selling or disposing of the Collateral and, to the extent not prohibited by law, attorneys' fees and legal expenses. Secured Party may charge these expenses to any of the Obligations and Debtor shall pay them upon demand with interest from the date incurred at the rate in effect on the date incurred on the applicable Obligation. After deduction of these expenses, Secured Party may apply the proceeds of disposition to the Obligations in the order and amounts it elects; (k) If there is any security or collateral other than the Collateral described in this Agreement for any of the Obligations, then Secured Party may proceed upon the Collateral and the other security and collateral either concurrently or separately in any order it chooses; and (l) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral, the Debtor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

5.3 **Commercially Reasonable.** In addition to other means which are commercially reasonable: (a) commercially reasonable notice is written notice sent to any address of Debtor given by Debtor to Secured Party in conjunction with this Agreement at least 10 calendar days (counting the day of sending) before the date of a proposed disposition of Collateral; and (b) commercially reasonable means of disposition of livestock include a sale through a livestock market and through a licensed livestock sales company.

6. **MISCELLANEOUS PROVISIONS.**

6.1 **True Information.** Debtor warrants that all information, statements and warranties given by or on behalf of Debtor to Secured Party in connection with this Agreement or the Obligations are true and correct.

6.2 **Collections.** (a) At any time Secured Party may, and Debtor shall upon request, notify Debtor's account debtors and obligors on instruments to make payment directly to Secured Party. Secured Party may enforce collection of, settle, compromise, extend or renew the indebtedness of such account debtors and obligors. Unless this notification is given, Debtor, as agent of Secured Party, shall collect accounts and instruments. (b) When required by Secured Party, all proceeds of Collateral received by Debtor shall be held by Debtor upon an express trust for Secured Party, shall not be commingled with any other funds or property of Debtor and shall be turned over to Secured Party in precisely the form received (but endorsed by Debtor, if necessary for collection) not later than the third business day following the date of receipt. All proceeds of Collateral received by Secured Party directly or from Debtor shall be applied against the Obligations in such order and at such time as Secured Party shall determine.

6.3 **Maintenance of Security Interest.** To the extent permitted by law, Debtor shall pay all expenses, and upon request take any action reasonably deemed advisable by Secured Party, to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, preserve, enforce or terminate Secured Party's rights and interests under this Agreement.

6.4 **Power of Attorney.** Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact to act for Debtor with full authority in the place and name of Debtor to take any action and to execute any instrument which the Secured Party may deem advisable to accomplish the purposes of this Agreement, including authority: (a) to endorse, collect, sue for, compromise and receive any drafts, instruments, documents or moneys due in connection with the Collateral; (b) to file any claims or take any action or institute any proceedings which Secured Party may deem desirable for the collection of any of the Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Collateral; (c) to disburse funds including paying insurance premiums, taxes, liens, and other costs of preserving the Collateral; and (d) to establish, determine priority of, perfect, continue perfected, preserve, enforce or terminate Secured Party's rights and interests under this Agreement. Secured Party may charge its expenses of doing so to any of the Obligations and Debtor shall pay them upon demand with interest from the date incurred at the rate in effect on the date incurred on the applicable Obligation.

6.5 **Unauthorized Disposition and False Statements.** Debtor understands that the unauthorized disposition of Collateral or making a false statement or report to Secured Party in connection with a loan could result in civil and criminal consequences to Debtor (Federal Statutes 18 U.S.C. 658,1014).

6.6 **Waiver.** The failure or delay of Secured Party to enforce any right shall not be construed as a waiver of the right. Secured Party's waiver of any default shall not constitute a waiver of any prior or subsequent default. Secured Party waives only those rights specified in a writing signed by Secured Party. The provisions of this Agreement shall not be modified or waived by any course of dealing or trade usage.

6.7 **Secured Party Not Liable.** Secured Party has no duty to exercise or to withhold the exercise of any of the rights and powers expressly or implicitly granted to it in this Agreement and shall not be responsible for any failure to do so or delay in so doing. Secured Party has no duty to protect, insure or realize upon the Collateral. Debtor releases Secured Party from all liability for any act or omission relating to the Obligations, the Collateral or this Agreement except Secured Party's willful misconduct.

6.8 **Financing Statement.** A carbon, photographic or other reproduction of this Agreement or of a financing statement shall be sufficient as a financing statement.

6.9 **Persons Bound.** Each person signing this Agreement, other than the Secured Party, is a Debtor. The Obligations of all Debtors are joint and several, and all Debtors hereby acknowledge receipt of all proceeds of the Loan. This Agreement benefits Secured Party, its successors, and assigns. This Agreement binds the Debtor, the Debtor's heirs, personal representatives, successors, and assigns, and all persons who become bound as a Debtor under this Agreement.

6.10 **Agency.** Until Secured Party is prospectively notified in writing by Debtor to the contrary, Secured Party may rely upon the following: (a) If Debtor is two or more individuals, the act or signature of any one of them shall bind them all; (b) If Debtor is a partnership, each partner is fully authorized to act for the partnership in all matters governed by this Agreement; (c) If Debtor is a corporation, each officer is fully authorized individually to act for and bind the corporation in all matters governed by this Agreement.

6.11 **Cumulative Rights.** All rights and remedies of Secured Party in this Agreement are cumulative and are in addition to other rights and remedies given in this Agreement or in any evidence of or document associated with the Obligations or provided by law.

6.12 **Termination.** This Agreement shall not be made null and void because at any particular time there is no outstanding secured Obligation and no commitment to lend money. It shall continue in effect for all Obligations to Secured Party arising prior to the filing of record of a UCC Termination Statement covering all Collateral. Debtor instructs Secured Party not to file a UCC Termination Statement until requested by Debtor.

6.13 **Interpretation.** This Agreement shall be governed by, and construed in accordance with, federal laws to the extent applicable, and otherwise by the laws of the State of Wisconsin, except to the extent that the law of any other jurisdiction applies as to the perfection or enforcement of Secured Party's security interest in or lien on any property. In this Agreement, "Including" means "including but not limited to" and indicates an illustrative and incomplete listing.

6.14 **Wisconsin Performance Deposit.** If Debtor has and exercises a right to redeem any Collateral under Section 425.208, Wisconsin Statutes, the performance deposit tendered by Debtor shall not bear interest while held by Secured Party.

6.15 **Public Filings.** The Debtor hereby authorizes the Secured Party to file all financing statements describing the Collateral, and all amendments thereto, in any offices as the Secured Party, in its sole discretion, may determine. The Debtor hereby also authorizes the Secured Party to file all effective financing statements describing the Collateral pursuant to 7 U.S.C. Section 1631, and all amendments thereto, in any offices as the Secured Party, in its sole discretion, may determine. If requested by the Secured Party, the Debtor will provide the Secured Party with a list of the buyers, commission merchants and selling agents to or through whom the Debtor may sell farm products, crops, harvested crops, poultry and/or livestock and a list of all elevators, warehousemen or others where the Debtor stores farm products, crops, harvested crops, poultry and/or livestock.

The Debtor authorizes the Secured Party to notify all such buyers, commission merchants, selling agents, elevators, warehousemen or any other person, of the Secured Party's security interest in the Debtors farm products, crops, harvested crops, poultry and/or livestock, unless prohibited by law.

6.16 **Government Program Payments.** If the Collateral includes federal or state government program entitlements or payments, the Debtor shall execute and deliver to the Secured Party all assignments, transfers, and other documents required by the Secured Party to transfer, convey, and assign to the Secured Party all such federal and state government program entitlements, payments, rights to payment whether or not earned by performance, accounts, general intangibles, and benefits.

6.17 **Uniform Commercial Code.** All terms in this Agreement that are defined in the Uniform Commercial Code, as enacted in the state in which Secured Party's office originating the Loan is located and as amended from time to time ("UCC"), shall have the meanings set forth in the UCC. The meaning of a term hereunder shall automatically change on the effective date of each amendment to the definition of such term in the UCC.

6.18 **Debtor Names.** For each Debtor that is not an individual, the legal name of each such Debtor is as set forth in the Note or an addendum thereto, or in this Agreement. No Debtor has used any trade name, assumed name, or other name except those set forth in the Note or an addendum thereto, or in this Agreement. The Debtor shall give the Secured Party written notice at least 30 days before the date of (1) any change in any Debtor's name or (2) any use by any Debtor of another name. Each Debtor who is an individual shall give Secured Party written notice at least 30 days before any change in Debtor's name, or a name change on Debtor's driver's license or other state-issued identification ("Driver's License"), or expiration, renewal or replacement of Debtor's Driver's License. Each Debtor gives Secured Party authority to periodically inspect their Driver's License.

6.19 **Registered Organizations.** If any Debtor is a Registered Organization, as that term is defined in the UCC, all information provided by such Debtor to the Secured Party concerning the state of organization for such Debtor is true, accurate, and complete. No Debtor shall change its state of organization without the prior written consent of the Secured Party. Debtor shall provide the Secured Party with written notice at least 30 days before the date any Debtor takes any action to change its state of organization. Debtor certifies that Debtor is, and shall continue to be, duly organized, validly existing and/or legally qualified to do business under the laws of the states in which Debtor operates, in compliance with federal, state and local laws or regulations, and have legal authority in such states to conduct Debtor's business operations and to own agricultural real estate.

6.20 **Addresses of Debtor.** If any Debtor is an individual or an entity that is not a Registered Organization, all information provided by the Debtor to the Secured Party concerning the address of an individual Debtor's residence or the address of the chief executive office of an entity that is not a Registered Organization is true, accurate, and complete. No individual Debtor shall change that address of residence without providing written notice to the Secured Party at least 30 days before the effective date of such address change. No Debtor that is an entity that is not a Registered Organization shall change that address of the chief executive office without providing written notice to the Secured Party at least 30 days before the effective date of such address change.

6.21 **Purchase Money Security Interests.** To the extent that the Debtor uses proceeds of the Loan extended by the Secured Party to purchase Collateral, Debtor's repayment of the Loan shall apply on a "first-in-first-out" basis so that the portion of the Loan used to purchase a particular item of the Collateral shall be paid in the chronological order the Debtor purchased the Collateral.

6.22 **Reporting.** The Secured Party, its agents, successors, and assigns may report Debtor's names and information regarding this Loan and all of Debtor's past and future loans to credit reporting agencies.

6.23 **Authorization for Access to Information.** Debtor acknowledges and agrees that the verification or reverification of any information, whether contained in the Debtor's loan application or in any other manner supplied by the Debtor to the Secured Party in connection therewith, may be made at any time by the Secured Party, its agents, successors, or assigns, either directly or through a credit reporting agency, from any source whether named in the Debtor's loan application or otherwise provided to the Secured Party by the Debtor.

6.24 **Future Assurances.** Debtor shall promptly provide and/or execute and deliver to Secured Party such further instruments, including, but not limited to, security agreement, financing statements, continuation statements, assignments, certificates, affidavits, or resolutions in form and substance satisfactory to Secured Party that Secured Party may require to effectuate complete, perfect, continue, or preserve the security interests granted under this security agreement, and all rights and benefits including the remedies contained in or arising from any of the loan documents.

6.25 **Severability.** If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement, and the other provisions remain in effect only if the essential business and legal provisions are legal and enforceable.

**THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON ADDITIONAL PAGES OF THIS AGREEMENT. BY SIGNING, DEBTOR ACKNOWLEDGES THAT DEBTOR HAS READ ALL OF THESE PROVISIONS AND HAS RECEIVED AN EXACT COPY OF THIS AGREEMENT.**

Dated: 8/28/2023

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

Lariagra Farms South, Inc., a South Dakota Corporation

DocuSigned by:
By: Ray Albert Price
80E68F08DEC54BF...
Ray Albert Price, President

Sunterra Farms Iowa, Inc., an Iowa Corporation

DocuSigned by:
By: Ray Albert Price
Ray Albert Price, President

DocuSigned by:
By: Debbie Uffelman
Debbie Uffelman, Chief Financial Officer

| Assn. | B.O. No. | CIF No. | Customer Name |
|---|---|---|---|
| 53 | 74 | 2133180 | Sunwold Farms, Inc. |

# EXHIBIT TO SECURITY AGREEMENT
# DESCRIPTION OF COLLATERAL

CF381 (05/23)

1. **Description of Collateral.** The Collateral referred to in the Security Agreement dated, August 28, 2023 by the undersigned Debtor to Compeer Financial, PCA ("Secured Party") includes, whether now owned or later acquired, the property described opposite the box(es) checked below and the property described at Sections 1.10 through 1.14.

| | | |
|---|---|---|
| 1.1 | ☒ | All crops growing, grown or to be grown. |
| 1.2 | ☒ | All harvested crops and all processed crops, whether or not produced by Debtor. |
| 1.3 | ☒ | All livestock and poultry. |
| 1.4 | ☒ | All feed, seed, fertilizer, insecticides, herbicides and other agricultural chemicals and supplies, and all now owned or hereafter acquired inventory. |
| 1.5 | ☒ | All accounts and general intangibles. |
| 1.6 | ☒ | All equipment, all spare parts and special tools for such equipment, all motor vehicles, all trailers, semi-trailers, related equipment, tools, attachments, and accessories for such trailers and semi-trailers, and all fixtures. |
| 1.7 | ☒ | All contract rights, chattel paper, documents, accounts, and general intangibles, whether now owned or hereafter acquired by Debtor, including, but not limited to, all entitlements, rights to payment, and payments (in whatever form received, including, but not limited to, payments in cash or in kind) under any current or future state or federal governmental programs, including, but not limited to, governmental agricultural diversion programs, governmental agricultural assistance programs and the United States Department of Agriculture Farm Service Agency (FSA) Feed Grain Program; and all proceeds of the foregoing. |
| 1.8 | ☒ | All accounts receivable arising from the sale of Collateral or products of the Collateral or from any contract for the sale of Collateral or of products of the Collateral. |
| 1.9 | ☐ | Property specifically described here: |

1.10 **Association Stock.** Debtor's stock, participation certificates, equity reserve and allocated surplus in the Secured Party or its parent association, as applicable, its successors and assigns.

1.11 **Proceeds.** To the extent not included in any of the subparagraphs herein as original Collateral, all proceeds of the Collateral. (Debtor is **NOT AUTHORIZED TO SELL** or dispose of any Collateral unless authorized in the Security Agreement or in a writing signed by Secured Party.)

1.12 **Documents.** All documents of title, warehouse receipts, weight receipts, scale tickets, storage contracts (including CCC contracts) and deficiency payments covering or arising from any Collateral.

1.13 **Additions.** All additions, accessions, replacements and substitutions of or to any Collateral and all property of similar type or kind, including all offspring of livestock and poultry.

1.14 **Products.** All products of crops, livestock and poultry given as Collateral including eggs, milk and wool and all products into which any of the Collateral has been or shall later be manufactured, processed or assembled.

2. The Collateral described in this Exhibit is in addition to property described in additional Exhibits to the Security Agreement, if any. To the extent the Collateral described in this Exhibit is similar to, or after-acquired property, products, or proceeds of existing Collateral, its inclusion in this Exhibit is for the purpose of more specifically identifying the Collateral. This Exhibit shall in no way affect the priority of the security interest of Secured Party in existing Collateral or limit the parties' intention that all similar and after-acquired property, products, and proceeds of the Collateral are also Collateral under the Security Agreement.

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

Dated: August 28, 2023

**SEE ATTACHED SIGNATURE ADDENDUM FOR SIGNATURES**

DocuSign Envelope ID: 6E9A2790-484C-4648-8122-24ADE7352EAE

# Signature Addendum To
# Exhibit to Security Agreement

Dated: August 28, 2023 Loan No(s): 1117397000

This signature addendum is attached to and incorporated by reference in the Exhibit to Security Agreement dated August 28, 2023.

Lariagra Farms South, Inc., a South Dakota Corporation

DocuSigned by:

By: Ray Albert Price

Ray Albert Price, President

Sunterra Farms Iowa, Inc., an Iowa Corporation

DocuSigned by:

By: Ray Albert Price

Ray Albert Price, President

DocuSigned by:

By: Debbie Uffelman

Debbie Uffelman, Chief Financial Officer

# CONTINUING GUARANTY AGREEMENT

CF320 (11/22)

CIF No. 4787133

As an inducement to Compeer Financial, PCA , (herein called "Lender") to extend or continue credit to Sunwold Farms, Inc., (herein called "Borrower," whether one or more), or any of them, but without obligation on its part to do so, the undersigned (herein called "Guarantor," whether one or more) agrees as follows ("Agreement"):

1. **OBLIGATIONS GUARANTEED:** In addition to sums presently owing from Borrower to Lender, it is expected that Borrower will make application to Lender for future loans and advances to be guaranteed hereby for purposes arising from or relating to operation of or investment in Borrower's farm or other agriculturally related businesses, as well as for personal or other investment purposes of Borrower; therefore, this Agreement is intended as a guaranty for the payment and performance of all existing and future obligations of Borrower, including all indebtedness and liabilities of any kind, whenever and however incurred, absolute or contingent, due or to become due, to Lender arising out of existing or future credit granted by Lender to Borrower or to Borrower and another, and any extensions or renewals thereof, together with the expenses, including attorney's fees and legal expenses (to the extent permitted under applicable law), incurred or paid by Lender in the preservation or enforcement of the rights of Lender against Borrower or obligations of Borrower to Lender (all herein called "Obligations").

2. **GUARANTY:** Guarantor unconditionally and absolutely guarantees the due and punctual payment, performance and observance by Borrower of any and all of the Obligations, whether or not according to the present terms thereof, at any earlier or accelerated date or dates as provided therein, or pursuant to any extension or extensions of time or to any change or changes in the terms, covenants and conditions thereof, now or at any time hereafter made or granted.
The liability of Guarantor is limited to not more than $3,000,000.00.
The preceding language does not limit or waive the provisions of paragraph 5, below.

3. **WAIVER AND CONSENT:** Guarantor waives diligence, presentment, protest, notice of dishonor, demand for payment, extension of time for payment, notice of acceptance of this Guaranty, nonpayment at maturity and indulgences and notices of every kind and nature, and consents to any and all forbearances and extensions of the time for payment of or performance under the Obligations, to any and all changes in the terms, covenants and conditions thereof now or at any time hereafter made or granted, to any release, settlement, or compromise by the Lender of any debts and liabilities of the Borrower, and to any and all substitutions, exchanges or releases of all or any part of the collateral therefore. It is the intention hereof that Guarantor shall remain liable hereunder until the full amount of the Obligations shall have been fully paid and the terms, covenants and conditions of the Obligations shall have been fully kept, observed and performed by Borrower notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of Guarantor.

4. **SUBROGATION:** When Borrower is a corporation, Guarantor waives any rights of subrogation, indemnity, reimbursement and contribution which would otherwise arise or be acquired by Guarantor by reason of payment by the Guarantor of any part of the Obligations.

5. **ENFORCEMENT:** This Guaranty may be enforced by Lender without first proceeding against Borrower, any other guarantor, any other person or resorting to or exhausting any other security or collateral and without first having recourse to the Obligations or any of the remedies provided by the Obligations through foreclosure proceedings or otherwise. This Guaranty remains enforceable regardless of any defense which the Borrower may assert on the Obligations. Nothing herein contained, however, shall prevent Lender from suing on or foreclosing the Obligations or from exercising any other rights hereunder. If such foreclosure or other remedy is pursued, only the net proceeds thereof, after deduction of all charges and expenses of every kind and nature whatsoever, shall be applied in reduction of the amount due on the Obligations. Lender shall not be required to institute or prosecute proceedings to recover any deficiency as a condition of payment hereunder or enforcement hereof. At any sale of the security or collateral for the Obligations or any part thereof, whether by foreclosure or otherwise, Lender may at its discretion purchase all or any part of such collateral so sold or offered for sale for its own account and may apply the amount bid therefore against the balance due it pursuant to the terms of the Obligations.

6. **EXPENSES OF ENFORCEMENT:** In the event this Guaranty is enforced by the Lender, Guarantor will reimburse Lender for all expenses incurred in connection therewith, including collection costs and reasonable attorney's fees, to the extent such fees are allowable under applicable law.

7. **SUCCESSORS AND ASSIGNS:** This Guaranty shall inure to the benefit of and may be enforced by Lender and any subsequent holder of the Obligations, successors and assigns, and shall be binding upon and enforceable against Guarantor and the legal representatives, heirs, successors and assigns of Guarantor.

8. **ALTERATION OF OBLIGATIONS:** No provision of this Guaranty shall be construed to alter or amend the Obligations or to relieve Borrower of any duties or obligations hereunder. This Agreement, including any written addenda, is a complete and exclusive statement of the Guaranty between the parties. No course of dealing, course of performance, trade usage, oral agreements, or parol evidence shall be used to modify its terms.

9. **OBLIGATION OF GUARANTOR:** In the event that more than one person or party shall execute this Guaranty as Guarantor herein, this Agreement shall bind all such persons and parties jointly and severally. Guarantor acknowledges that Guarantor has adequate means to obtain from Borrower, on a continuing basis, information on the financial condition of the Borrower and

that Guarantor is not relying on Lender to provide this information now or in the future. Also, the liability of Guarantor shall be reinstated to the extent the Lender is required at any time to disgorge or repay any amounts then previously received in payment of the Obligations for any reason, including, without limitation, amounts recovered pursuant to preference claims in connection with bankruptcy proceedings of the Borrower.

10. **REMEDIES CUMULATIVE**: All rights, remedies and recourses afforded to Lender by reason of this Guaranty or otherwise are separate and cumulative and may be pursued separately, successively or concurrently, as occasion therefore shall occur, and are nonexclusive and shall in no way limit or prejudice any other legal or equitable right, remedy, or recourse which Lender may have. The parties agree to waive the right to any jury trial in any action brought by either against the other. This Guaranty shall be governed by, and construed in accordance with, federal laws to the extent applicable, and otherwise by the laws of the State of Wisconsin, except to the extent that the law of any other jurisdiction applies as to the perfection or enforcement of Lender's security interest in or lien on any property.

11. **CONTINUING GUARANTY:** This is a continuing Guaranty upon which the Lender may rely until it has been notified by certified mail of the revocation hereof, provided such revocation shall not affect the rights of Lender or the liability of Guarantor under actions taken, commitments extended or obligations incurred prior to actual receipt by Lender of such notice.

12. **CORPORATION OR PARTNERSHIP:** Each Guarantor that is a legal entity hereby represents and warrants to Lender that this Guaranty has been duly authorized, executed, and delivered to Lender in furtherance of its authorized purpose and is a binding obligation of such Guarantor.

13. **NATURE OF GUARANTY.** Guarantor acknowledges that Lender was willing to make the Loan to Borrower or is willing to provide additional advances only on the condition that Guarantor duly execute and deliver this Guaranty to Lender. Guarantor also acknowledges that Guarantor is an affiliate of Borrower and that the business organization of Borrower, Guarantor and their affiliates, if any, is such that the Loan will benefit Guarantor either (a) because Guarantor is a direct or indirect investor in Borrower, or (b) because the proceeds of the Loan will enable Borrower, or an affiliate of Borrower, to purchase assets at prices and on terms that will enhance the prospects of Guarantor, Borrower or their affiliates operating at a profit. Guarantor's liability under this Guaranty shall be open and continuous for so long as the Obligations exist. No payments made upon the Obligations will discharge or diminish the liability of Guarantor in connection with any remaining portions of the Obligations or any of the Obligations that subsequently arise or is thereafter incurred or contracted. Any married person who signs this Guaranty hereby expressly agrees that recourse under this Guaranty may be had against both his or her separate property and community property, whether now owned or hereafter acquired.

14. **FRAUDULENT CONVEYANCE/FRAUDULENT TRANSFER.** Notwithstanding any provision herein contained to the contrary, Guarantor's liability under this Agreement shall be limited to an amount not to exceed as of any date of determination the amount which could be claimed by Lender from Guarantor under this Agreement without rendering such claim voidable or avoidable under Section 548 of the Bankruptcy Code (Title 11, U.S.C.) or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law ("Avoidance Provisions") after taking into account, among other things, Guarantor's right of contribution and indemnification from each other guarantor, if any. To the end set forth above, but only to the extent that the obligations of Guarantor hereunder (the "Guarantee Obligations") would otherwise be subject to avoidance under the avoidance provisions, if Guarantor is not deemed to have received valuable consideration, fair value, fair consideration or reasonably equivalent value for the Guarantee Obligations, or if the Guarantee Obligations would render Guarantor insolvent, or leave Guarantor with an unreasonably small capital to conduct its business, or cause Guarantor to have incurred debts (or to have intended to have incurred debts) beyond its ability to pay such debts as they mature, in each case as of the time any of the Guarantee Obligations is deemed to have been incurred for the purposes of the Avoidance Provisions, the maximum Guarantee Obligations for which Guarantor shall be liable hereunder shall be reduced to that amount which, after giving effect thereto, would not cause the Guarantee Obligations as so reduced, to be subject to avoidance under the Avoidance Provisions.

15. **WAIVER OF GUARANTOR COMMON LAW RIGHTS.** Each Guarantor agrees that it shall have no right of subrogation, reimbursement or indemnity whatsoever and no claim against Borrower in any proceeding under Title 11 of the United States Code, as amended and no right of recourse to or with respect to any assets or property of Borrower or to any collateral for the Obligations, until payment in full of the Obligations.

16. **WAIVER OF DEFENSES.** Each Guarantor guarantees that the Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order of any Governmental Authority now or hereafter in effect. The Guarantee Obligations are independent of the Obligations of any other Guarantor or Borrower under any Loan Document. A separate action may be brought against each Guarantor to enforce this Agreement, whether or not any action is brought against Borrower or whether or not the Borrower is joined in any such action. The liability of each Guarantor hereunder is irrevocable, continuing, absolute and unconditional and the Guarantee Obligations of each Guarantor hereunder, to the fullest extent permitted by applicable law, shall not be discharged or impaired or otherwise effected by, and each Guarantor hereby irrevocably waives any defenses to enforcement it may have now or in the future by reason of:
    a. any illegality or lack of validity or enforceability of any Obligation or any Loan Document or any related agreement or instrument;
    b. any change in the time, place or manner of payment of, or in any other term of, the Obligations or any other obligation of Borrower under any Loan Document, or any rescission, waiver, amendment or other modification of any Loan

Document or any other agreement, including any increase in the Obligations resulting from any extension of additional credit or otherwise;

c. any taking, exchange, substitution, release, impairment or non-perfection of any collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for the Obligations;
d. any manner of sale, disposition or application of proceeds of any collateral or other assets to all or part of the Obligations;
e. any default, failure or delay, willful or otherwise, in the performance of the Obligations;
f. any change, restructuring or termination of the corporate structure, ownership or existence of any Borrower or any of its Subsidiaries or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower or its assets or any resulting release or discharge of any Obligation;
g. any failure of Lender to disclose to any Borrower any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Borrower now or hereafter known to Lender each Guarantor waiving any duty of the Lender to disclose such information;
h. the failure of any other Person to execute or deliver this Agreement or any other guaranty or agreement or the release or reduction of liability of any Guarantor or other guarantor or surety with respect to the Obligations;
i. the failure of Lender to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of any Loan Document or otherwise;
j. any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Borrower against Lender; or
k. any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Loans or any existence of or reliance on any representation by Lender that might vary the risk of any Guarantor or otherwise operate as a defense available to, or a legal or equitable discharge of, any Borrower or any other guarantor or surety.

17. **WAIVER OF STATUTE OF LIMITATIONS AND LACHES.** The Guarantor waives the benefit of any statute of limitations or common-law laches with respect to this Guaranty or any agreement, document or instrument relating to the Obligations.

18. **FINANCIAL INFORMATION AND CREDIT BUREAU AUTHORIZATION.** Guarantor will provide Lender with a certified balance sheet, income statement, and other financial information in a format acceptable to Lender, upon request. Failure to provide such financial information may constitute default under this Guaranty and an event of default under the loan(s) subject to this Guaranty, at Lender's discretion. Guarantor authorizes Lender to obtain business and or personal credit bureau reports on Guarantor at any time.

19. **NONRELIANCE ON LENDER.** Guarantor represents and warrants to Lender that Guarantor has a direct and substantial economic interest in Borrower and expects to derive substantial benefits from Borrower and from any loans and financial accommodations resulting in the creation of the Obligations. Guarantor has had a full and adequate opportunity to review any Loan Documents, the transaction that such documents contemplate, Borrower's financial condition, the extent and condition of any collateral securing the Obligations, Borrower's ability to pay and perform the Obligations, and all related facts. Guarantor shall at all times keep itself fully informed on all such matters, and agrees not to rely on Lender or its officers, employees, agents or consultants for any such information. Guarantor represents and warrants to Lender that: (1) Guarantor is executing this Guaranty voluntarily based on Guarantor's own personal knowledge of the Borrower and Borrower's financial affairs; (2) Lender has made no representations or assurances to Guarantor regarding the financial affairs of Borrower, or the financial condition of Borrower, the condition or extent of any collateral securing any of the Obligations, or the Borrower's operations now or in the future; (3) Guarantor is not relying on Lender to provide information concerning the financial condition of Borrower, the condition of extent of any collateral securing any of the Obligations, or the Borrower's operations now or in the future; (4) Lender has made no representations to Guarantor concerning the effect of this Guaranty on or as to the rights, duties or liabilities of Guarantor or of the Borrower, either individually or between or among themselves; (5) Lender has no duty, at any time, to disclose to Guarantor any information about any such matters; (6) If Lender in its discretion provides any such information, Borrower agrees it will not rely thereon for any purpose without Guarantor's independent verification thereof, and that the mere provision of such information on one occasion does not obligate Lender to provide any further information on other or future occasions.

20. **DEFAULT/BANKRUPTCY.** In the event, of (1) default by Borrower in the payment of any Obligations or in the terms or conditions of any Loan Document(s), evidencing or securing the Obligations; (2) the death, dissolution or failure of business of Borrower or any Guarantor; (3) a petition in bankruptcy is filed by or against Borrower or any Guarantor; or (4) Borrower or any Guarantor is named as a defendant in any foreclosure or collection action, Lender may, upon the happening or such event or any time thereafter at Lender's discretion, declare all Obligations immediately due and payable without further demand or notice and may enforce this Guaranty directly against any Guarantor or Guarantor's estate without first exercising any rights or remedies against Borrower, Borrower's estate, any collateral held as security regardless of when such security was obtained, or any other party which may be liable to Lender with regard to all or any portion of the Obligations, including any other guarantors.

21. **RECOVERY OF PREFERENCE.** Guarantor agrees that if, at any time, all or any part of the payment previously applied by Lender to any of the Obligations must be returned by Lender for any reason, whether by court or administrative order, or settlement, Guarantor remains liable to the extent of their maximum liability, for the full amount returned as if such had never been received by Lender, notwithstanding any termination of this Guaranty or the cancellation of any note(s) or other documents or agreements evidencing the Obligations.

22. **GUARANTOR'S CLAIMS AGAINST BORROWER.** The Guarantor subordinates the payment, satisfaction and performance of any rights to payment, offset, or other claims it holds against Borrower of any nature to the payment, performance and satisfaction of any and all Obligations of Borrower to the Lender, and Guarantor hereby subordinates all present and future interest(s) of Guarantor in and to any and all property and assets now owned or hereafter acquired by Borrower to the security interests, liens, and other interests of the Lender therein. Guarantor agrees that in the event of any distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of Borrower among its creditors or upon any Obligations of Borrower, accruing by reason of the liquidation, dissolution or other winding up of Borrower, or by reason of any foreclosure or execution sale, or receivership, insolvency or bankruptcy proceedings, or proceedings for reorganization or readjustment of Borrower or its properties, or otherwise, then in any such event, the Lender shall be preferred in the payment of its claims over any claims of Guarantor against Borrower of any of its assets or properties, and the claims of the Lender shall be first paid and satisfied in full before any payment or distribution of any kind or character, whether in cash, property or securities, shall be made to Guarantor. Nothing herein shall be construed as an undertaking on the part of the Lender to make any loan to Borrower.

23. **ENFORCEABILITY.** Guarantor has unconditionally delivered this Guaranty to Lender; failure to sign this Guaranty or any other guaranty agreement by any other person will not discharge the liability of any Guarantor who executes this Guaranty. Each Guarantor's liability is not conditioned on the liability or performance of any other person. This Guaranty remains fully enforceable despite any defenses which Borrower may assert regarding the Obligations, including but not limited to, failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction, usury, claims based on impairment of collateral, or filing a petition for discharge in bankruptcy. The liability of each Guarantor is absolute and unconditional and is not conditioned on contingent on any other party signing this Guaranty or the obtaining of any security on any of the Obligations. Lender's release of any Guarantor does not diminish or impair any other Guarantor's liability.

24. **OPPORTUNITY TO REVIEW.** Guarantor acknowledges that before executing this Guaranty: (a) Guarantor has had the opportunity to review it with counsel of Guarantor's choice; (b) Lender has recommended that Guarantor obtain separate counsel, independent of Borrower's counsel, for this Guaranty; and (c) Guarantor has carefully read this Guaranty and understood the meaning and effect of its terms.

25. **ERRORS AND OMISSIONS.** Without in any way limiting the foregoing, Guarantor hereby waives all defenses in connection with Lender's administration of the loan and any other error, omission, action, or inaction of Lender that changes the scope of Guarantor's risk including, but not limited to, failure of Lender to take or perfect a security interest or lien upon any collateral, Lender's release of collateral to Borrower or a third party, or any action affecting Guarantor's subrogation rights. Without in any way limiting the generality of any waiver in this Guaranty, Guarantor waives any defense that Guarantor could otherwise assert based on any act or omission of Lender that alters the scope of Guarantor's risk. Guarantor's liability under this Guaranty shall continue even if Lender alters any of the Obligations or Loan Documents in any way or if Lender's remedies or Guarantor's remedies or rights against Borrower are in any way impaired or suspended without Guarantor's consent. If Lender performs any action described in this paragraph, then Guarantor's liability shall continue in full force and effect even if Lender's actions adversely affect Guarantor, alter the scope of Guarantor's risk, or expand Guarantor's liability.

26. **ESTOPPEL CERTIFICATE.** Guarantor shall, within ten days after Lender's request, deliver to Lender a certificate, in form and substance reasonably satisfactory to Lender, confirming that: (a) this Guaranty remains in full force and effect and has not been waived, discharged, or released; and (b) Guarantor has no defenses or offsets against its obligations under this Guaranty.

27. **MARSHALING.** Guarantor expressly waives an equitable right to require the marshaling of assets in connection with the exercise of any remedies permitted by applicable law and agrees not to require Lender, prior to exhausting its remedies against Guarantor, to exhaust its remedies against any other Borrower or guarantor.

28. **RIGHT TO SETOFF.** In addition to all liens upon and rights of setoff against the moneys, Collateral or other property of Guarantor given to Lender by law, Lender shall have, with respect to Guarantor's obligations to Lender under this Guaranty, and to the extent permitted by law, a contractual possessory security interest in and a right of setoff against, and Guarantor hereby assigns, conveys, delivers, pledges and transfers to Lender all of Guarantor's right, title and interest in and to, any stock owned by Guarantor held by Lender in connection with the Obligations and to moneys of Guarantor now or hereafter held in any Funds Held Account with Lender, whether or not held jointly with someone else. Every such security interest and right of setoff may be exercised without demand upon or notice to Guarantor. No security interest or right of setoff shall be deemed to have been waived by any act or conduct on the part of Lender or by any neglect to exercise such right of setoff or to enforce such security interest or by any delay in so doing. Every right of setoff or security interest shall continue in full force and effect until such right of setoff or security interest is specifically waived or released by instrument in writing executed by Lender.

29. **SEVERABILITY.** The terms and provisions of this Guaranty are severable. A determination that any portion of this Guaranty is void or unenforceable shall not affect the validity or enforceability of the remaining portions of this Guaranty.

30. **COLLATERAL.** To further secure the prompt payment to Lender of, and the prompt, full and faithful performance by Guarantor of Guarantor's obligations under this Agreement, Guarantor has granted and may in the future grant to Lender a

security interest in and to certain property of Guarantor, including without limitation all property of Guarantor, real or personal, in which Guarantor heretofore, now or from time to time hereafter has granted to or grants to Lender a security interest, assignment, lien, claim, or other encumbrance in order to secure the obligations of the Borrower. All agreements evidencing the foregoing, whether or not existing on the date of this Continuing Guaranty Agreement, are referred to herein as the "Collateral Documents."

31. **ADDITIONAL TERMS:** ☐ If this box is checked, additional provisions are specified on the Addendum attached to this Guaranty.

Dated: 8/28/2023

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

Sunterra Enterprises, Inc., Corporation

By: Ray Albert Price
19F58E06F7654DF...
Ray Albert Price, President

| Assn. | B.O. No. | CIF No. | Customer Name |
|---|---|---|---|
| 53 | 74 | 4419639 | Lariagra Farms South, Inc. |

# SECURITY AGREEMENT

CF380 (07/23)

1. **GRANT OF SECURITY INTEREST.** For value received, the undersigned Debtor, whether one or more, grants to the Secured Party, Compeer Financial, PCA("Secured Party"), whose address is: PO Box 810, Sun Prairie, WI 53590 a security interest in all of the Debtor's rights, title, and interest in the property described in Section 2, including all rights to transfer an interest in the Collateral ("Collateral"), to secure the payment and performance of the obligations described in Section 3 ("Obligations").
2. **COLLATERAL DESCRIPTION.** The Collateral is the property described in one or more Exhibits to this Agreement which are by this reference incorporated into this Agreement.
3. **OBLIGATIONS SECURED.** "Obligations" means:(a) all existing and future loans, advances, indebtedness and payment and performance obligations owed or owing to Secured Party arising out of existing or future credit granted by Secured Party to Debtor (or any of them, if more than one), to Debtor and another, to another guaranteed or endorsed by Debtor, or to another designated by Debtor, whether direct or indirect, absolute or contingent, including both consumer and commercial credit, and both long-term and short-term credit; and (b) all existing and future payment and performance obligations of Debtor arising out of this Agreement; and (c) all costs and expenses incurred by Secured Party in protecting or enforcing its rights under this Agreement with interest from the date incurred at Secured Party's applicable loan rate on the date incurred, including, to the extent permitted by law, attorneys' fees and legal costs and expenses.DESIGNATION AGREEMENT. The Debtor hereby agrees to pledge as collateral the property described in this Agreement as security for all existing and future loans, advances, indebtedness, including renewals and segments, and payment and performance obligations owed or owing to Secured Party, arising out of existing or future credit granted by Secured Party to Lariagra Farms South, Inc. ("Borrower"), whether such are made to one or more Borrower, individually or collectively ("Notes").

It is the intent of the Debtor to pledge the property described in this Agreement as collateral for all Notes as referred to above, notwithstanding the fact that the undersigned has no personal liability on the Notes.

Debtor hereby waives diligence, presentment, protest, notice of dishonor, notice of default by Borrower, demand for payment, extension of time for payment, notice of acceptance of this Security Agreement, and indulgences and notices of every kind. If the Borrower is a corporation, Debtor waives any rights of subrogation, indemnity, reimbursement and contribution which would otherwise be acquired by Debtor by reason of its payment of any part of the Obligations. Lender may do the following from time to time without notice to, or consent of, the Debtor and without affecting Debtor's liability under this Agreement:

a. Change the terms of the Obligations or of any debts or liabilities of Borrower including without limitation renew, extend or accelerate the time for payment or performance and change the interest rate.
b. Release, settle or compromise any debts or liabilities of Borrower.
c. Exchange, modify, release, impair, or fail to perfect a security interest in, any collateral securing the Obligations. Debtor shall remain bound by this Agreement until all terms of the Obligations are fully performed by Borrower, notwithstanding any event that would, in the absence of these provisions, result in the discharge of the Debtor.

Lender may enforce this Agreement without first proceeding against Borrower, any Guarantor, any other person or any security or collateral and without first pursuing any other right or remedy. This Agreement remains enforceable regardless of any defenses which the Borrower may assert on the Obligations including but not limited to failure of consideration, breach of warranty, fraud, statute of frauds, bankruptcy, lack of legal capacity, statute of limitations, lender liability, accord and satisfaction, and usury. If foreclosure or other remedy is pursued, only the net proceeds, after deduction of all charges and expenses, shall be applied to the amount due on the Obligations. Lender shall not be required to institute or prosecute proceedings to recover any deficiency as a condition of payment hereunder or enforcement hereof. Lender may purchase all or part of the collateral or security at any foreclosure or other sale for its own account and may apply the amount bid against the amount due on the Obligations.

4. **DEBTOR'S DUTIES REGARDING COLLATERAL.**

4.1 **Prohibition on Disposition of Collateral by Debtor. DEBTOR SHALL NOT SELL, STORE OFF-FARM, LEASE OR OTHERWISE DISPOSE OF ANY COLLATERAL EXCEPT AS FOLLOWS:** Subject to any restrictions stated in an addendum to this Agreement and to Secured Party's continuing security interest in all proceeds and accounts arising from permitted disposition of Collateral, Debtor, before default, may in a commercially reasonable manner, (1) market milk, (2) market eggs, and (3) use feed, crops and products of crops as feed for Debtor's livestock and poultry; or b) as specifically authorized in a writing signed by Secured Party or in an addendum to this Agreement. Secured Party reserves the right, in its sole discretion, to revoke or modify any permission given Debtor to dispose of Collateral.

4.2 **Ownership Warranty.** Debtor warrants that Debtor is the absolute owner of all Collateral free of all interests, liens, encumbrances, options and security interests except: (a) Secured Party's security interest and (b) those disclosed to Secured Party by Debtor in writing.

4.3 **Location of Collateral.** The Debtor has provided the Secured Party with information concerning the location of the Collateral and the Debtor warrants to the Secured Party that such information is true, accurate, and complete. Except with the prior written consent of the Secured Party, the Debtor shall not remove any Collateral from any location as provided to the Secured Party. Debtor shall immediately inform Secured Party in writing of any change in the location of the Collateral.

4.4 **Records and Reports.** Debtor shall keep permanent records of all material information on the acquisition, maintenance, identification and disposition of all Collateral in a form acceptable to Secured Party. Secured Party shall have the right to

examine and copy these records at reasonable times and places. Debtor's records are kept at Debtor's present residence and shall not be removed from the state of Debtor's present residence. Debtor agrees to furnish Secured Party with written reports on the Collateral with content and at times as Secured Party may reasonably request.

4.5 **Maintenance of Collateral.** Debtor shall: (a) care for the Collateral in accordance with good agricultural practices and not permit its value to be impaired; (b) keep it free from all liens, encumbrances and security interests (other than those created or expressly permitted by this Agreement); (c) defend it against all claims and legal proceedings by persons other than Secured Party; (d) pay and discharge when due all taxes, license fees, levies and other charges upon it; (e) not permit it to become a fixture or an accession to other goods except as specifically authorized in a writing signed by Secured Party; and (f) not permit it to be used in violation of any law, regulation or policy of insurance. Loss of or damage to the Collateral shall not release Debtor from any of the Obligations.

4.6 **Insurance.** Debtor shall keep all Collateral and Secured Party's interest in it insured under policies with provisions, coverages, amounts and by insurers satisfactory to Secured Party from time to time. Debtor shall furnish Secured Party with evidence of this insurance satisfactory to Secured Party. At Secured Party's request, Secured Party shall be specifically named in an appropriate union or standard mortgage clause endorsed on the policy. Debtor assigns and directs any insurer to pay to Secured Party the proceeds of this insurance and all premium refunds. Debtor authorizes Secured Party to endorse in Debtor's name any instrument for such proceeds or refunds. Secured Party shall have the option to apply the proceeds and refunds to any of the Obligations, whether or not due, or to restoration of the Collateral, returning any excess to Debtor. Secured Party is authorized, in the name of the Debtor or otherwise, to make, adjust and settle claims under any credit insurance financed by Secured Party or any insurance on the Collateral and to cancel the insurance after the occurrence of an event of Default.

4.7 **Inspection.** Debtor shall permit and assist Secured Party to verify and inspect the Collateral wherever located at reasonable times.

5. **DEFAULT.**

5.1 **Default by Debtor.** Each of the following constitutes a default under this Agreement by Debtor ("Default"): (a) Failure to pay when due any principal, interest, advances, late charges, costs, attorneys' fees or other charges incurred on any of the Obligations; (b) The sale or other disposition of any of the Collateral when it is not authorized by this Agreement; (c) Failure to perform or observe any warranty, agreement or obligation contained in this Agreement or in any mortgage, deed of trust, security agreement, loan application or any evidence of or document relating to any of the Obligations; (d) Any warranty or information given to Secured Party in connection with this Agreement or any of the Obligations is false in any material respect when made; (e) Loss, theft, substantial damage, destruction or encumbrance of any of the Collateral or the making of any levy, seizure or attachment against it; (f) The acceleration of the maturity of Debtor's indebtedness to any other creditor; (g) The death, dissolution or termination of existence, insolvency, business failure, appointment of a receiver for any property, assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws, of, by, or against Debtor or any guarantor or surety of Debtor; (h) Failure of any of Debtor's account debtors or obligors to make payment when due or to honor Secured Party's security interest; (i) The occurrence of any event which causes Secured Party in good faith to believe that the Obligations are inadequately secured or the prospect of payment, performance or realization on the Collateral is impaired; or (j) A default under any lease executed by any Debtor under which the Secured Party is the lessor or a default under any other loan or lease that any Debtor has with either the Secured Party's parent association or any subsidiaries of the Secured Party's parent association.

5.2 **Secured Party's Remedies.** Secured Party, in addition to other rights and remedies provided in this Agreement or in any evidence of or document associated with the Obligations or provided by law, may do any one or more of the following if a Default occurs under Section 5.1: (a) Declare any or all Obligations immediately due and payable; (b) Refuse to make advances under any commitment; (c) Exercise all rights and remedies of a secured party under the Uniform Commercial Code; (d) Without notice to the Debtor or judicial process, peaceably enter upon any premises where the Collateral is located, take possession of all or any part of it, and remove it from the premises; (e) Require Debtor at Debtor's expense to assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties; (f) Sell, lease or otherwise dispose of all or any part of the Collateral, without notice to Debtor except as required by law, in one or more parcels at public or private proceeding on such terms as Secured Party may deem commercially reasonable; (g) Occupy and use the Debtor's premises, pasturage, feed troughs and water to care for livestock Collateral; (h) Crops are perishable and may decline rapidly in value and Secured Party at Debtor's expense may protect, cultivate, harvest, thresh and combine crops and sell them at private sale; (i) Apply the proceeds of Debtor's Association stock and participation certificates to the Obligations in such order and at such times as Secured Party shall determine; (j) Require Debtor to reimburse Secured Party out of proceeds from the disposition of Collateral or otherwise for expenses incurred by Secured Party in protecting or enforcing its rights under this Agreement. These expenses include the expenses of retaking, holding, preparing for sale or other disposition, and selling or disposing of the Collateral and, to the extent not prohibited by law, attorneys' fees and legal expenses. Secured Party may charge these expenses to any of the Obligations and Debtor shall pay them upon demand with interest from the date incurred at the rate in effect on the date incurred on the applicable Obligation. After deduction of these expenses, Secured Party may apply the proceeds of disposition to the Obligations in the order and amounts it elects; (k) If there is any security or collateral other than the Collateral described in this Agreement for any of the Obligations, then Secured Party may proceed upon the Collateral and the other security and collateral either concurrently or separately in any order it chooses; and (l) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral, the Debtor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

5.3 **Commercially Reasonable.** In addition to other means which are commercially reasonable: (a) commercially reasonable notice is written notice sent to any address of Debtor given by Debtor to Secured Party in conjunction with this Agreement at least 10 calendar days (counting the day of sending) before the date of a proposed disposition of Collateral; and (b) commercially reasonable means of disposition of livestock include a sale through a livestock market and through a licensed livestock sales company.

6. **MISCELLANEOUS PROVISIONS.**

6.1 **True Information.** Debtor warrants that all information, statements and warranties given by or on behalf of Debtor to Secured Party in connection with this Agreement or the Obligations are true and correct.

6.2 **Collections.** (a) At any time Secured Party may, and Debtor shall upon request, notify Debtor's account debtors and obligors on instruments to make payment directly to Secured Party. Secured Party may enforce collection of, settle, compromise, extend or renew the indebtedness of such account debtors and obligors. Unless this notification is given, Debtor, as agent of Secured Party, shall collect accounts and instruments. (b) When required by Secured Party, all proceeds of Collateral received by Debtor shall be held by Debtor upon an express trust for Secured Party, shall not be commingled with any other funds or property of Debtor and shall be turned over to Secured Party in precisely the form received (but endorsed by Debtor, if necessary for collection) not later than the third business day following the date of receipt. All proceeds of Collateral received by Secured Party directly or from Debtor shall be applied against the Obligations in such order and at such time as Secured Party shall determine.

6.3 **Maintenance of Security Interest.** To the extent permitted by law, Debtor shall pay all expenses, and upon request take any action reasonably deemed advisable by Secured Party, to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, preserve, enforce or terminate Secured Party's rights and interests under this Agreement.

6.4 **Power of Attorney.** Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact to act for Debtor with full authority in the place and name of Debtor to take any action and to execute any instrument which the Secured Party may deem advisable to accomplish the purposes of this Agreement, including authority: (a) to endorse, collect, sue for, compromise and receive any drafts, instruments, documents or moneys due in connection with the Collateral; (b) to file any claims or take any action or institute any proceedings which Secured Party may deem desirable for the collection of any of the Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Collateral; (c) to disburse funds including paying insurance premiums, taxes, liens, and other costs of preserving the Collateral; and (d) to establish, determine priority of, perfect, continue perfected, preserve, enforce or terminate Secured Party's rights and interests under this Agreement. Secured Party may charge its expenses of doing so to any of the Obligations and Debtor shall pay them upon demand with interest from the date incurred at the rate in effect on the date incurred on the applicable Obligation.

6.5 **Unauthorized Disposition and False Statements.** Debtor understands that the unauthorized disposition of Collateral or making a false statement or report to Secured Party in connection with a loan could result in civil and criminal consequences to Debtor (Federal Statutes 18 U.S.C. 658,1014).

6.6 **Waiver.** The failure or delay of Secured Party to enforce any right shall not be construed as a waiver of the right. Secured Party's waiver of any default shall not constitute a waiver of any prior or subsequent default. Secured Party waives only those rights specified in a writing signed by Secured Party. The provisions of this Agreement shall not be modified or waived by any course of dealing or trade usage.

6.7 **Secured Party Not Liable.** Secured Party has no duty to exercise or to withhold the exercise of any of the rights and powers expressly or implicitly granted to it in this Agreement and shall not be responsible for any failure to do so or delay in so doing. Secured Party has no duty to protect, insure or realize upon the Collateral. Debtor releases Secured Party from all liability for any act or omission relating to the Obligations, the Collateral or this Agreement except Secured Party's willful misconduct.

6.8 **Financing Statement.** A carbon, photographic or other reproduction of this Agreement or of a financing statement shall be sufficient as a financing statement.

6.9 **Persons Bound.** Each person signing this Agreement, other than the Secured Party, is a Debtor. The Obligations of all Debtors are joint and several, and all Debtors hereby acknowledge receipt of all proceeds of the Loan. This Agreement benefits Secured Party, its successors, and assigns. This Agreement binds the Debtor, the Debtor's heirs, personal representatives, successors, and assigns, and all persons who become bound as a Debtor under this Agreement.

6.10 **Agency.** Until Secured Party is prospectively notified in writing by Debtor to the contrary, Secured Party may rely upon the following: (a) If Debtor is two or more individuals, the act or signature of any one of them shall bind them all; (b) If Debtor is a partnership, each partner is fully authorized to act for the partnership in all matters governed by this Agreement; (c) If Debtor is a corporation, each officer is fully authorized individually to act for and bind the corporation in all matters governed by this Agreement.

6.11 **Cumulative Rights.** All rights and remedies of Secured Party in this Agreement are cumulative and are in addition to other rights and remedies given in this Agreement or in any evidence of or document associated with the Obligations or provided by law.

6.12 **Termination.** This Agreement shall not be made null and void because at any particular time there is no outstanding secured Obligation and no commitment to lend money. It shall continue in effect for all Obligations to Secured Party arising prior to the filing of record of a UCC Termination Statement covering all Collateral. Debtor instructs Secured Party not to file a UCC Termination Statement until requested by Debtor.

6.13 **Interpretation.** This Agreement shall be governed by, and construed in accordance with, federal laws to the extent applicable, and otherwise by the laws of the State of Wisconsin, except to the extent that the law of any other jurisdiction applies as to the perfection or enforcement of Secured Party's security interest in or lien on any property. In this Agreement, "including" means "including but not limited to" and indicates an illustrative and incomplete listing.

6.14 **Wisconsin Performance Deposit.** If Debtor has and exercises a right to redeem any Collateral under Section 425.208, Wisconsin Statutes, the performance deposit tendered by Debtor shall not bear interest while held by Secured Party.

6.15 **Public Filings.** The Debtor hereby authorizes the Secured Party to file all financing statements describing the Collateral, and all amendments thereto, in any offices as the Secured Party, in its sole discretion, may determine. The Debtor hereby also authorizes the Secured Party to file all effective financing statements describing the Collateral pursuant to 7 U.S.C. Section 1631, and all amendments thereto, in any offices as the Secured Party, in its sole discretion, may determine. If requested by the Secured Party, the Debtor will provide the Secured Party with a list of the buyers, commission merchants and selling agents to or through whom the Debtor may sell farm products, crops, harvested crops, poultry and/or livestock and a list of all elevators, warehousemen or others where the Debtor stores farm products, crops, harvested crops, poultry and/or livestock.

The Debtor authorizes the Secured Party to notify all such buyers, commission merchants, selling agents, elevators, warehousemen or any other person, of the Secured Party's security interest in the Debtors farm products, crops, harvested crops, poultry and/or livestock, unless prohibited by law.

6.16 **Government Program Payments.** If the Collateral includes federal or state government program entitlements or payments, the Debtor shall execute and deliver to the Secured Party all assignments, transfers, and other documents required by the Secured Party to transfer, convey, and assign to the Secured Party all such federal and state government program entitlements, payments, rights to payment whether or not earned by performance, accounts, general intangibles, and benefits.

6.17 **Uniform Commercial Code.** All terms in this Agreement that are defined in the Uniform Commercial Code, as enacted in the state in which Secured Party's office originating the Loan is located and as amended from time to time ("UCC"), shall have the meanings set forth in the UCC. The meaning of a term hereunder shall automatically change on the effective date of each amendment to the definition of such term in the UCC.

6.18 **Debtor Names.** For each Debtor that is not an individual, the legal name of each such Debtor is as set forth in the Note or an addendum thereto, or in this Agreement. No Debtor has used any trade name, assumed name, or other name except those set forth in the Note or an addendum thereto, or in this Agreement. The Debtor shall give the Secured Party written notice at least 30 days before the date of (1) any change in any Debtor's name or (2) any use by any Debtor of another name. Each Debtor who is an individual shall give Secured Party written notice at least 30 days before any change in Debtor's name, or a name change on Debtor's driver's license or other state-issued identification ("Driver's License"), or expiration, renewal or replacement of Debtor's Driver's License. Each Debtor gives Secured Party authority to periodically inspect their Driver's License.

6.19 **Registered Organizations.** If any Debtor is a Registered Organization, as that term is defined in the UCC, all information provided by such Debtor to the Secured Party concerning the state of organization for such Debtor is true, accurate, and complete. No Debtor shall change its state of organization without the prior written consent of the Secured Party. Debtor shall provide the Secured Party with written notice at least 30 days before the date any Debtor takes any action to change its state of organization. Debtor certifies that Debtor is, and shall continue to be, duly organized, validly existing and/or legally qualified to do business under the laws of the states in which Debtor operates, in compliance with federal, state and local laws or regulations, and have legal authority in such states to conduct Debtor's business operations and to own agricultural real estate.

6.20 **Addresses of Debtor.** If any Debtor is an individual or an entity that is not a Registered Organization, all information provided by the Debtor to the Secured Party concerning the address of an individual Debtor's residence or the address of the chief executive office of an entity that is not a Registered Organization is true, accurate, and complete. No individual Debtor shall change that address of residence without providing written notice to the Secured Party at least 30 days before the effective date of such address change. No Debtor that is an entity that is not a Registered Organization shall change that address of the chief executive office without providing written notice to the Secured Party at least 30 days before the effective date of such address change.

6.21 **Purchase Money Security Interests.** To the extent that the Debtor uses proceeds of the Loan extended by the Secured Party to purchase Collateral, Debtor's repayment of the Loan shall apply on a "first-in-first-out" basis so that the portion of the Loan used to purchase a particular item of the Collateral shall be paid in the chronological order the Debtor purchased the Collateral.

6.22 **Reporting.** The Secured Party, its agents, successors, and assigns may report Debtor's names and information regarding this Loan and all of Debtor's past and future loans to credit reporting agencies.

6.23 **Authorization for Access to Information.** Debtor acknowledges and agrees that the verification or reverification of any information, whether contained in the Debtor's loan application or in any other manner supplied by the Debtor to the Secured Party in connection therewith, may be made at any time by the Secured Party, its agents, successors, or assigns, either directly or through a credit reporting agency, from any source whether named in the Debtor's loan application or otherwise provided to the Secured Party by the Debtor.

6.24 **Future Assurances.** Debtor shall promptly provide and/or execute and deliver to Secured Party such further instruments, including, but not limited to, security agreement, financing statements, continuation statements, assignments, certificates, affidavits, or resolutions in form and substance satisfactory to Secured Party that Secured Party may require to effectuate complete, perfect, continue, or preserve the security interests granted under this security agreement, and all rights and benefits including the remedies contained in or arising from any of the loan documents.

6.25 **Severability.** If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement, and the other provisions remain in effect only if the essential business and legal provisions are legal and enforceable.

**THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON ADDITIONAL PAGES OF THIS AGREEMENT. BY SIGNING, DEBTOR ACKNOWLEDGES THAT DEBTOR HAS READ ALL OF THESE PROVISIONS AND HAS RECEIVED AN EXACT COPY OF THIS AGREEMENT.**

Dated: 8/28/2023

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

Sunwold Farms, Inc., a South Dakota Corporation

DocuSigned by:
By: Ray Albert Price
Ray Albert Price, President

DocuSigned by:
By: Debbie Uffelman
Debbie Uffelman, Chief Financial Officer

Sunterra Farms Iowa, Inc., an Iowa Corporation

DocuSigned by:
By: Ray Albert Price
Ray Albert Price, President

DocuSigned by:
By: Debbie Uffelman
Debbie Uffelman, Chief Financial Officer

| Assn. | B.O. No. | CIF No. | Customer Name |
|---|---|---|---|
| 53 | 74 | 4419639 | Lariagra Farms South, Inc. |

# EXHIBIT TO SECURITY AGREEMENT
# DESCRIPTION OF COLLATERAL

CF381 (05/23)

1. **Description of Collateral.** The Collateral referred to in the Security Agreement dated, August 28, 2023 by the undersigned Debtor to Compeer Financial, PCA ("Secured Party") includes, whether now owned or later acquired, the property described opposite the box(es) checked below and the property described at Sections 1.10 through 1.14.

| | | |
|---|---|---|
| 1.1 | ☒ | All crops growing, grown or to be grown. |
| 1.2 | ☒ | All harvested crops and all processed crops, whether or not produced by Debtor. |
| 1.3 | ☒ | All livestock and poultry. |
| 1.4 | ☒ | All feed, seed, fertilizer, insecticides, herbicides and other agricultural chemicals and supplies, and all now owned or hereafter acquired inventory. |
| 1.5 | ☒ | All accounts and general intangibles. |
| 1.6 | ☒ | All equipment, all spare parts and special tools for such equipment, all motor vehicles, all trailers, semi-trailers, related equipment, tools, attachments, and accessories for such trailers and semi-trailers, and all fixtures. |
| 1.7 | ☒ | All contract rights, chattel paper, documents, accounts, and general intangibles, whether now owned or hereafter acquired by Debtor, including, but not limited to, all entitlements, rights to payment, and payments (in whatever form received, including, but not limited to, payments in cash or in kind) under any current or future state or federal governmental programs, including, but not limited to, governmental agricultural diversion programs, governmental agricultural assistance programs and the United States Department of Agriculture Farm Service Agency (FSA) Feed Grain Program; and all proceeds of the foregoing. |
| 1.8 | ☒ | All accounts receivable arising from the sale of Collateral or products of the Collateral or from any contract for the sale of Collateral or of products of the Collateral. |
| 1.9 | ☐ | Property specifically described here: |

| | |
|---|---|
| 1.10 | **Association Stock.** Debtor's stock, participation certificates, equity reserve and allocated surplus in the Secured Party or its parent association, as applicable, its successors and assigns. |
| 1.11 | **Proceeds.** To the extent not included in any of the subparagraphs herein as original Collateral, all proceeds of the Collateral. (Debtor is **NOT AUTHORIZED TO SELL** or dispose of any Collateral unless authorized in the Security Agreement or in a writing signed by Secured Party.) |
| 1.12 | **Documents.** All documents of title, warehouse receipts, weight receipts, scale tickets, storage contracts (including CCC contracts) and deficiency payments covering or arising from any Collateral. |
| 1.13 | **Additions.** All additions, accessions, replacements and substitutions of or to any Collateral and all property of similar type or kind, including all offspring of livestock and poultry. |
| 1.14 | **Products.** All products of crops, livestock and poultry given as Collateral including eggs, milk and wool and all products into which any of the Collateral has been or shall later be manufactured, processed or assembled. |

2. The Collateral described in this Exhibit is in addition to property described in additional Exhibits to the Security Agreement, if any. To the extent the Collateral described in this Exhibit is similar to, or after-acquired property, products, or proceeds of existing Collateral, its inclusion in this Exhibit is for the purpose of more specifically identifying the Collateral. This Exhibit shall in no way affect the priority of the security interest of Secured Party in existing Collateral or limit the parties' intention that all similar and after-acquired property, products, and proceeds of the Collateral are also Collateral under the Security Agreement.

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

Dated: August 28, 2023

**SEE ATTACHED SIGNATURE ADDENDUM FOR SIGNATURES**

DocuSign Envelope ID: 6E9A2790-484C-4648-8122-24ADE7352EAE

# Signature Addendum To
# Exhibit to Security Agreement

Dated: August 28, 2023 Loan No(s): 1340860100

This signature addendum is attached to and incorporated by reference in the Exhibit to Security Agreement dated August 28, 2023.

Sunwold Farms, Inc., a South Dakota Corporation

By: DocuSigned by: Ray Albert Price
Ray Albert Price, President

By: DocuSigned by: Debbie Uffelman
Debbie Uffelman, Chief Financial Officer

Sunterra Farms Iowa, Inc., an Iowa Corporation

By: DocuSigned by: Ray Albert Price
Ray Albert Price, President

By: DocuSigned by: Debbie Uffelman
Debbie Uffelman, Chief Financial Officer

DocuSign Envelope ID: 6E9A2790-484C-4648-8122-24ADE7352EAE

# CERTIFICATE OF SECRETARY

CF150 (05/22)

CIF No. 5297626

I, Debbie Uffelman, Chief Financial Officer of Lariagra Farms LTD. (the "Company"), certify to Compeer Financial, FLCA and to Compeer Financial, PCA (collectively, the "Lender") as follows:

1. **Capacity.** I am the keeper of the records of the Company. I am familiar with the facts certified in this certificate and I am duly authorized to make the representations, certifications, and agreements contained in this certificate on behalf of the Company.

2. **Good Standing.** The Company is duly organized and existing under the laws of the State of Alberta, Canada and is licensed to do business in the State of Alberta, Canada. The Company is in good standing under the laws of the above state(s).

3. **Articles and Bylaws.** The Company's Articles of Incorporation and bylaws, including all amendments thereto, which were previously furnished to Lender are in full force and effect and have not been amended or modified.

4. **Authorized Representatives.** The following authorized representatives are authorized to execute and deliver documents on behalf of the Company:

| Name | Title |
|---|---|
| Ray Albert Price | President |
| Debbie Uffelman | Chief Financial Officer |
| | |
| | |
| | |
| | |
| | |
| | |

5. **Continuing Validity.** Lender is entitled to rely upon this certificate until Lender receives written notice of its amendment or rescission. The notice shall not affect any action taken by Lender prior to receipt.

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

**IN WITNESS WHEREOF,** I have hereunto subscribed my name this 28 day of August , 2023.

DocuSigned by:
Debbie Uffelman
Debbie Uffelman, Chief Financial Officer

DocuSign Envelope ID: 6E9A2790-484C-4648-8122-24ADE7352EAE

# DEBT SUBORDINATION AGREEMENT

THIS DEBT SUBORDINATION AGREEMENT is entered into this 28th day of August, 2023, by and between Lariagra Farms Ltd. ("Subordinating Creditors"), and Compeer Financial, ACA, and its wholly owned subsidiary entities, Compeer Financial, PCA, and Compeer Financial, FLCA, (hereinafter collectively referred to as "Compeer"), with regard to Lariagra Farms South, Inc. ("Borrowers").

WHEREAS, Compeer has or will in the future be extending credit in the form of one or more loans to Borrowers to be used for the operating line for livestock and margin calls to be secured by a security interest in chattel property of Borrowers described as follows: All harvested crops and processed crops, whether or not produced by debtors, all crops growing, grown or to be grown; all livestock and poultry; all feed, seed, fertilizer, insecticides and other agricultural chemicals and supplies; all general intangibles, all equipment, all spare parts and special tools for such equipment, all motor vehicles and all fixtures; all contract rights, chattel paper, documents, accounts, and general intangibles, whether now owned or hereafter acquired by Debtor, including, but not limited to all entitlements, rights to payment and payments (in whatever form received, including, but not limited to, payments in cash or in kind) under any current or future state or federal governmental programs including, but not limited to, governmental agricultural diversion programs, governmental agricultural assistance programs and the United States Department of Agriculture Farm Service Agency (FSA) Feed Grain program; inventory, goods, instruments and farm products now owned or hereafter acquired, and all proceeds of the foregoing; and

WHEREAS, the Subordinating Creditors have or will be making loans to Borrowers which will be secured by security interests upon the above described livestock and chattel property; and

WHEREAS, the Subordinating Creditors have agreed to subordinate the liens of their security interest given to Subordinating Creditors by Borrowers in the livestock and chattel property to the security interests given by Borrowers to Compeer in said livestock and chattel property.

NOW THEREFORE, in consideration of the mutual promises contained herein, and providing Compeer and the Subordinating Creditors fund their respective loans to the Borrowers, the parties hereby agree as follows:

1. In the event of Borrower's default under the terms of the Compeer loans to Borrowers, the payment of all of the Borrowers' indebtedness to the Subordinating Creditors is hereby expressly subordinated to the payment in full of the Compeer indebtedness.

2. The liens of the Subordinating Creditors as evidenced by the mortgages, security interests, if any, and notes and loan agreements given by Borrowers to the Subordinated Creditors are hereby expressly subordinated to the loans and liens given by Borrowers to Compeer as

evidenced by the notes and loan agreements, mortgages, security interests, if any, and any other ancillary interests given by Borrowers to Compeer.

3. The Subordinating Creditors may receive and accept principal and interest payments from Borrowers in accordance with the terms of their subordinated indebtedness documents until such time as the Subordinating Creditors receive written notice from Compeer of Borrower's default under the Compeer loan documentation. All such sums received by the Subordinating Creditors until receipt of such written notice of default may be retained by the Subordinating Creditors. All sums received after receipt of said written notice shall be subject to the terms of paragraph 4 herein.

4. In the event the Subordinating Creditors receive any payment from the Borrowers on their subordinated debt after having received the written notice of default from Compeer as set forth above, the Subordinating Creditors agree to hold such payments in trust for Compeer and will turn over said payments to Compeer in the form received, with the appropriate endorsements where necessary, within two business days of receipt or upon request of by Compeer for application to the Borrowers' indebtedness to Compeer in such manner as Compeer may deem appropriate.

5. Subordinating Creditors agree that so long as any of the Borrowers' indebtedness to Compeer remains outstanding, Subordinating Creditors will not demand, or take any legal action or institute any other proceedings for the collection of the subordinated indebtedness or the recovery of the collateral securing such indebtedness without 30 days prior written notice thereof to Compeer. In the event the Subordinating Creditors obtain a court order to recover collateral and/or conduct a foreclosure sale of collateral, Subordinating Creditors acknowledge that Compeer is in a superior lien position and agree to pay collateral collected and/or proceeds of a foreclosure sale to Compeer to be applied to the Borrowers' indebtedness to Compeer until such time as said Borrowers' indebtedness, including all accrued interest and costs, is paid in full. Subordinating Creditors must pay said proceeds to Compeer within thirty days from the date of its receipt by Subordinating Creditors.

6. No action that Compeer, or the Borrowers with the consent of Compeer, may take or refrain from taking with respect to the Borrowers' indebtedness to Compeer or any collateral therefore shall affect this Debt Subordination Agreement or the obligations of the Subordinating Creditors hereunder.

7. No party to this Debt Subordination Agreement may assign this Agreement without the prior written consent of the other parties hereto.

8. All notices to be given hereunder shall be sent by certified mail to the following addresses:

Compeer Financial
P.O. Box 4249
Mankato, MN 56002-4249

Laraigra Farms Ltd.
Box 266 Acme AB T0M 0A0
Canada

9. This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota, without giving effect to its conflict of laws provisions.

10. If one provision of this Agreement is held to be invalid, that shall not affect any other provision in this Agreement.

11. The forgoing constitutes the entire agreement between the parties. No modification of any of the terms and conditions contained herein may be made except by a subsequent written document signed by all parties.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written.

COMPEER FINANCIAL, ACA
COMPEER FINANCIAL, PCA
COMPEER FINANCIAL, FLCA

By DocuSigned by: Mc Rue C262CB5EBD68414...

Its _____

LARIAGRA FARMS LTD., AN ALBERTA CORPORATION

By DocuSigned by: Ray Albert Price [illegible]
Ray Albert Price, President

By: DocuSigned by: Debbie Uffelman [illegible]
Debbie Uffelman, Chief Financial Officer

Drafted By:
Compeer Financial
1921 Premier Drive
Mankato, MN 56001

DocuSign Envelope ID: 6E9A2790-484C-4648-8122-24ADE7352EAE

# DEBT SUBORDINATION AGREEMENT

THIS DEBT SUBORDINATION AGREEMENT is entered into this 28th day of August, 2023, by and between Sunterra Enterprises Inc. ("Subordinating Creditors"), and Compeer Financial, ACA, and its wholly owned subsidiary entities, Compeer Financial, PCA, and Compeer Financial, FLCA, (hereinafter collectively referred to as "Compeer"), with regard to Sunwold Farms, Inc. ("Borrowers").

WHEREAS, Compeer has or will in the future be extending credit in the form of one or more loans to Borrowers to be used for the operating line for livestock and margin calls to be secured by a security interest in chattel property of Borrowers described as follows: All harvested crops and processed crops, whether or not produced by debtors, all crops growing, grown or to be grown; all livestock and poultry; all feed, seed, fertilizer, insecticides and other agricultural chemicals and supplies; all general intangibles, all equipment, all spare parts and special tools for such equipment, all motor vehicles and all fixtures; all contract rights, chattel paper, documents, accounts, and general intangibles, whether now owned or hereafter acquired by Debtor, including, but not limited to all entitlements, rights to payment and payments (in whatever form received, including, but not limited to, payments in cash or in kind) under any current or future state or federal governmental programs including, but not limited to, governmental agricultural diversion programs, governmental agricultural assistance programs and the United States Department of Agriculture Farm Service Agency (FSA) Feed Grain program; inventory, goods, instruments and farm products now owned or hereafter acquired, and all proceeds of the foregoing; and

WHEREAS, the Subordinating Creditors have or will be making loans to Borrowers which will be secured by security interests upon the above described livestock and chattel property; and

WHEREAS, the Subordinating Creditors have agreed to subordinate the liens of their security interest given to Subordinating Creditors by Borrowers in the livestock and chattel property to the security interests given by Borrowers to Compeer in said livestock and chattel property.

NOW THEREFORE, in consideration of the mutual promises contained herein, and providing Compeer and the Subordinating Creditors fund their respective loans to the Borrowers, the parties hereby agree as follows:

1. In the event of Borrower's default under the terms of the Compeer loans to Borrowers, the payment of all of the Borrowers' indebtedness to the Subordinating Creditors is hereby expressly subordinated to the payment in full of the Compeer indebtedness.

2. The liens of the Subordinating Creditors as evidenced by the mortgages, security interests, if any, and notes and loan agreements given by Borrowers to the Subordinated Creditors are hereby expressly subordinated to the loans and liens given by Borrowers to Compeer as

| Assn. | B.O. No. | CIF No. | Loan No. | Product Code | Coll. Code | Customer Name | Commitment Amount |
|---|---|---|---|---|---|---|---|
| 53 | 74 | 2133181 | 1159046100 | 1009 | 1 | Sunterra Farms Iowa, Inc. | $500,000.00 |

# PROMISSORY NOTE/LOAN AGREEMENT

CF300 (5/23)

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| **LENDER:** | Compeer Financial, PCA<br>PO Box 810<br>Sun Prairie, WI 53590 | **NOTE DATE:** | September 26, 2023 |
| | | **MATURITY DATE:** | October 01, 2024 |
| | | **LOAN AMOUNT:** | $500,000.00 |
| **TYPE OF LOAN:** | Revolving Line of Credit (RLOC) | | |
| **TYPE OF INTEREST RATE:** | Adjustable Rate Prime Rate Based | **STATED INTEREST RATE:** | 9% |

**ADJUSTABLE RATE PRIME RATE BASED: The initial annual rate of interest is equal to the Stated Interest Rate.** On the first day of each month the interest rate shall be adjusted by adding a margin of **0.5** percentage points to the index. This margin shall remain in effect until **September 26, 2024** at which time Lender may change the margin at its discretion, and Lender may continue to change the margin at successive intervals of **1** year(s) each thereafter. The index for adjustments is the prime rate reported on the tenth day of the month preceding the interest rate change date by the Wall Street Journal in its daily listing of money rates, defined therein as "the base rate on corporate Loans posted by at least 70 percent of the 10 largest U.S. banks." If a prime rate is not reported on the tenth day of a month, the prime rate reported on the first business day preceding the tenth day of the month will be used. If this index is no longer available, Lender will select a new index which is based upon comparable information.

**LOAN PAYMENTS:**
Interest-only Payments: Interest payments are payable **monthly** beginning on **November 01, 2023.** The remaining unpaid balance of the loan is payable in its entirety on the Maturity Date.

**DRAFT PROGRAM:**
Loan funds may be disbursed pursuant to the Draft Program Agreement set forth herein. The minimum draft amount is **$0.00.**

**COLLATERAL:** Payment of the Loan is secured by:
All existing and future security agreements from any Borrower/Debtor (and from third parties if so intended) to the Lender. All of the covenants and agreements contained in said security instruments are made a part of this note.

**DEFAULT ADD-ON RATE:**
0000% will be added to the interest rate that would otherwise be in effect for this Loan if Borrower defaults as explained in the Additional ovisions.

**FOR VALUE RECEIVED,** the undersigned Borrower, whether one or more, jointly and severally promise to pay to the order of the Lender at its office shown above on or before the Maturity Date the principal sum equal to the Loan Amount together with interest thereon from dates of disbursement until paid pursuant to the Lender's Individual Loan Pricing Program (the "Program"), as provided in the Additional Provisions ("Loan"). Borrower grants to the Lender, as security for the payment of this Loan and, if applicable, the other Obligations, as defined in the Additional Provisions, a present security interest or lien in the property described above and, if applicable, the other Collateral, as defined in the Additional Provisions.

Borrower acknowledges receipt of: a) pertaining to the Lender or the Lender's parent association, as applicable, the most recent annual report and most recent quarterly report, if more recent than the annual report; a copy of the Notice to Borrowers concerning investment, which includes a description of the terms and conditions under which equity is issued; capitalization bylaws and b) an Effective Interest Rate and Disclosure, a Truth in Lending Disclosure Statement, or a Closing Disclosure, as applicable.

THIS AGREEMENT INCLUDES THE PROVISIONS IN THE "PROMISSORY NOTE/LOAN AGREEMENT – ADDITIONAL PROVISIONS" AND THE PROVISIONS IN THE "ADDENDUM TO PROMISSORY NOTE/LOAN AGREEMENT"

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

This is Exhibit " D " referred to in the Affidavit (or statuary declaration) of Arthur Lee sworn (or affirmed or declared) before me this 5 day of September, 20 25

A Commissioner for Oaths in and for Alberta
Scott Chimuk
Barrister & Solicitor

Sunterra Farms Iowa, Inc., an Iowa Corporation

DocuSigned by:

By: Ray Price

Ray Price, President

DocuSigned by:

By: Debbie Uffelman

Debbie Uffelman, Chief Financial Officer

# ADDENDUM TO PROMISSORY NOTE/LOAN AGREEMENT

Date: September 26, 2023 Loan Number: 1159046100

This Addendum is a part of, and contains additional terms and conditions for, a Promissory Note/Loan Agreement ("Note") dated September 26, 2023 in the principal sum of $500,000.00, evidencing a loan extended by Compeer Financial, PCA ("Lender") to Borrower. Unless waived in writing by the Lender, until all liabilities of the Borrower under this loan have been paid and satisfied in full, the Borrower covenants and agrees as follows:

1. ANNUAL FINANCIAL STATEMENTS: In addition to the other obligations of the Borrower under the Note, the Borrower (whether one or more) shall provide to the Lender a copy of each Borrower's financial statements as described in this paragraph on or before 5/1/2024, and annually thereafter (or at such other times and with such other frequency as the Lender may request from time to time). These financial statements shall be in any form and shall disclose any information which the Lender may request from time to time in its sole discretion, but shall consist of at least the following (unless the Lender requires otherwise in writing): a balance sheet as of the end of the previous calendar year and a statement of income covering the previous calendar year, together with appropriate supporting schedules. These financial statements shall be certified by the party described in the statements (or, in the case of a corporation or other legal entity, by such authorized officer, manager, or similar representative of such party as the Lender may require from time to time) and shall be prepared in accordance with generally accepted accounting principles, consistently applied, or on such other basis as the Lender may permit in writing from time to time. Upon the Lender's request, these financial statements shall be combined, consolidated, or consolidating statements, and/or shall describe in the aggregate the operations of the party described in the statements and one or more of the other parties required to provided financial statements pursuant to this paragraph or this addendum, if any.

2. To furnish to Lender, interim financials consisting of a balance sheet and income and expense statement and, or a projected income and expense statement, as requested by Lender.

3. Sunterra Enterprises Inc, to furnish to Lender, a balance sheet and a cumulative statement of income and expense from the beginning of each fiscal year through the end of such period, as requested by Lender.

# PROMISSORY NOTE/LOAN AGREEMENT - ADDITIONAL PROVISIONS

Date: September 26, 2023 Loan Number: 1159046100

**1. INDIVIDUAL LOAN PRICING PROGRAM:** The Program provides for charging differential interest rates according to loan classes determined by criteria adopted by the Lender from time to time, such as type of loan, purpose, amount, quality, funding costs, operating costs, servicing costs, and competitive interest rates. There are separate types of loans and interest rates under the Program, each having a different rate of interest, and the loans within each class are assigned to an interest rate category. It is possible that the particular rate for each class of loan may differ among such geographical areas as may be designated from time to time. In the event that Borrower defaults under the terms or conditions of any promissory note, membership agreement, mortgage or other security document, or any amendatory agreement to any of these, the Lender at its option may adjust this Loan to any less favorable interest rate category then offered or maintained by Lender for loans of this type. The higher interest rate shall become effective immediately upon placement of this Loan into the less favorable interest rate category by Lender, and the Loan may, at the option of Lender, remain in the less favorable interest rate category for the remaining term of the Loan, regardless of whether Borrower later cures the default. Lender shall not place the Loan into a less favorable interest rate category unless Lender has first given Borrower written notice of the default, and Borrower fails to cure the default within 60 days after Lender has given the notice. In addition to adjusting the Loan to a less favorable interest rate category, Lender may also charge the higher default interest rate described below.

**2. INTEREST CALCULATION METHOD:**
Interest may be based upon a 360- or 365-day year as the Lender may determine.

**3. ADJUSTABLE OR VARIABLE INTEREST RATES:** If the Loan has an adjustable or variable interest rate, Borrower will be notified in writing of any change in an interest rate tied to an external index not later than 45 days after the effective date of the change, or if the interest rate is not tied to an external index, not later than 10 days after the effective date of the change, or if this Loan is subject to Truth in Lending, not later than the notice period required under the Truth in Lending Act and implementing regulations. Notwithstanding the foregoing or any provision herein to the contrary, in no event shall the interest rate be less than 0.0000% per annum.

**4. DEFAULT RATE OF INTEREST:** If Borrower defaults under this document, any unpaid installment of principal or interest shall bear interest from the date of default until the default is cured or maturity of the Loan is accelerated by reason of default at a rate equal to the interest rate for this Loan that would otherwise be in effect during the period of default plus the Default Add-On Rate per annum (the "default rate"), and the amount of such interest in excess of interest otherwise accruing in the absence of default shall be immediately due and payable. At maturity or upon acceleration of maturity by reason of default, the entire indebtedness including all principal, interest and advancements shall bear interest until paid at the default rate in effect at the time of maturity or acceleration of maturity, as the case may be.

**5. DISBURSEMENTS OF PRINCIPAL:** Disbursements of principal may be made at various times at Borrower's request, subject to the provisions of this paragraph. Repayments of principal under a Revolving Line of Credit reinstate the Loan commitment, subject to the terms of this document, but the total of the unpaid balance of future advances together with the existing indebtedness hereunder, in the aggregate at any one time outstanding, shall not exceed the Loan Amount; otherwise, repayments of principal do not reinstate the Loan commitment, and total disbursements, in the aggregate, shall not exceed the Loan Amount. The Lender may withhold further disbursements if it determines that: (a) the value of the Collateral is insufficient; (b) the Loan proceeds have been used for purposes not approved by the Lender; (c) Loan Payments have not been made in accordance with the repayment plan contained in this Note; or (d) an event has occurred which entitles the Lender to accelerate maturity of the Loan. If this Loan is a Revolving Line of Credit, Borrower agrees that disbursements shall be requested and used primarily for business, commercial or agricultural purposes and not for personal, family, household or other consumer purposes.

**6. DRAFT PROGRAM AGREEMENT:** The Borrower may draw Loan funds using the draft forms furnished by the Lender, subject to the following terms and conditions:

(a) The Borrower authorizes and directs the Lender and its duly authorized agents to accept drafts made or drawn by any Borrower and to disburse Loan funds accordingly, as specified in this document; however, Borrower agrees not to use drafts as payments on this or other Obligations of the Borrower. The Borrower may be charged a reasonable fee for this program and the cost of printing drafts.

(b) The Borrower jointly and severally accepts responsibility for all disbursements made pursuant to this authorization and direction. The Lender shall not be obligated to inquire as to whether the Borrower has issued specific directions for any particular draft or to determine whether the Borrower has received the benefit of the proceeds of any particular draft before honoring such draft. Drafts may be deposited directly into the bank account of any Borrower.

(c) The minimum amount for which each draft may be written is the Minimum Draft amount. In the event that Borrower writes any draft for an amount below this minimum, the Lender may charge Borrower a reasonable fee for each draft that is not in compliance.

(d) Drafts may not be written in excess of the undisbursed Loan commitment. The Lender reserves the right to revoke all future draft privileges without notice to the Borrower in the event of an overdraft and the right to reject drafts that are not written for purposes specified in the Loan documents or pursuant to these terms and conditions. In the event that Lender chooses to honor a draft which exceeds the available Loan commitment, Borrower is liable for full repayment of the funds thus borrowed, plus interest, and Lender may charge Borrower a reasonable overdraft fee.

(e) The Borrower agrees to immediately notify the Lender in the event one or more drafts are lost, stolen, destroyed or otherwise misused and to indemnify the Lender and hold the Lender harmless from any loss or claim if any draft is lost, stolen, forged, altered or otherwise misused if the Lender did not have notice of the same at least 24 hours prior to honoring such draft.

(f) The Borrower may stop payment on a draft by request to the Lender. The Borrower will be charged a reasonable fee for each stop-payment order and agrees to reimburse the Lender for all damages, costs and expenses as a result of the Lender's refusal to honor such draft. The Lender shall not be liable in the event the draft is honored following a stop-payment order if such order is not received in sufficient time to permit dishonor.

(g) This authorization and direction shall be effective as to this and, with the Lender's approval, other existing and future Loans to the Borrower and shall continue in force and effect until the Lender receives written notice of revocation signed by the Borrower, provided the privilege of using drafts may be withdrawn by the Lender and unused drafts must be surrendered to the Lender on demand.

**7. FUNDS HELD PROGRAM:** Lender may offer a Funds Held Program ("Program") that allows Borrower to make advance conditional payments on designated loans. Lender reserves the right, in its discretion, to amend or terminate the Program. The following terms and conditions apply to all Program accounts in connection with loans from Lender.

(a) Subject to Lender's rights to direct the application of payments, an advance payment made to be applied to future maturities on the Loan will be placed in a Program account ("Account") as of the date received. If a special prepayment of principal is desired, Borrower must so specify when an advance payment is made.

(b) Interest will accrue on funds in the Account at such times and at such rates as per Lender's Program. Lender may change the interest rate or accrual period from time to time without notice. The Program may provide for different interest rates for different categories of loans.

(c) When a Loan installment or other related charge becomes due, funds in the Account for this Loan will be automatically applied on the due date toward payment of the installment or related charge. Any accrued interest in the Account will be applied first. If the funds in the Account are not adequate to pay the entire installment or related charge, Borrower must pay the difference by the installment due date.

(d) Funds received after a Loan installment or related charge has been billed will be applied to the installment or related charge due. Funds received in excess of the billed installment amount or related charge will be placed in the Account. Even though no installment or related charge is due, Lender may, at its option, apply funds from the Account without notice to Borrower as follows:

- -- Protective Advances. If Borrower fails to pay when due other items Borrower is required to pay pursuant to any Loan document, Lender may apply funds in the Account to pay them.
- -- Account Ceiling. If the Account balance exceeds the unpaid balance on the Loan, Lender may apply the funds in the Account to pay off the loan and will return any excess funds.
- -- Transfer of Security. If Borrower sells, assigns, or transfers any interest in any collateral for the Loan, Lender may apply the funds in the Account to the remaining Loan balance.
- -- Deceased Borrowers. If all Borrowers are deceased, Lender may apply the funds in the Account to the remaining Loan balance.
- -- Termination of Program. If Lender decides to terminate the Program, it may apply all funds in the Account to the remaining Loan balance effective on the termination date.

(e) Lender may, in its discretion, permit Borrower to withdraw funds from the Account in accordance with Lender's Program.

(f) Neither the advance payments nor the accrued interest in an Account are insured by a governmental agency or instrumentality. If Lender is placed in liquidation, Borrower shall be sent by the receiver such notices as required by FCA regulations then in effect. Such regulations currently provide for advance notice from the receiver that funds in the Account will be applied to the Loan and that funds in the Account will not earn interest after the receiver is appointed.

**LOAN PAYMENTS:** If the Loan is payable in installments and the period from the day interest begins to the due date of the first installment is more than the interval between installments, there may be an interest only payment due one installment interval prior to the due date of the first installment, or the interest may be included in the first installment at the option of the Lender, but if such period is less than the interval between installments and principal and interest are payable in equal installments, then the first installment will be decreased by the amount of interest not yet accrued for that installment. The final installment may be more or less than preceding installments, if any, and any periodic adjustments to the interest rate will result in corresponding changes in the amount of installments, if the Loan is payable in installments, or the amount due at maturity. The Borrower may make advance payments in any amount and at any time without penalty. Prepayments shall, at the option of the Lender, (a) be held by the Lender and then applied to installments of principal and interest next scheduled to mature in the order of maturity, (b) be immediately applied to payment of principal then outstanding, resulting in a reamortization of the remaining balance of the Loan over the remaining term under the existing payment plan and in a corresponding reduction in the amount of future installments of principal and interest, or (c) be immediately applied to payment of principal then outstanding, with, if amortized, a corresponding reduction in the number of future installments of principal and interest in the inverse order of maturity, thus discharging the Loan at an earlier date; provided, in any event, the Lender may, at its option, first apply any such prepayments to the payment of interest accrued to the date of prepayment.

**9. PERSONAL PROPERTY AND FIXTURES:** The following subsections (1) and (2) including the definitions apply, in addition, only if the collateral described on the Promissory Note/Loan Agreement, and each addendum thereto, includes personal property or fixtures:

(1) **Obligations and Collateral.** The Borrower grants to the Lender as security for the payment and performance of this Loan and the other Obligations a security interest in all of the Borrower's rights, title, and interest in the Collateral, including all rights to transfer an interest in the collateral. "Obligations" means this Loan and all other loans and advances by the Lender (except any loan extended solely to one or more rural homeowners, as that term is defined in 12 C.F.R. § 613.3030) including:

(a) existing and future indebtedness, liabilities, and other obligations of the Borrower to the Lender of any kind, absolute or contingent, due or to become due, arising out of existing or future credit granted by the Lender to the Borrower, or any one or more of them, and all extensions and renewals thereof from time to time; and

(b) all costs incurred by the Lender in enforcing its rights under this document with interest, including attorney's fees and legal costs.

"Collateral" includes:

(a) the property described on the Promissory Note/Loan Agreement and each addendum thereto;

(b) all additions, accessions, replacements, and substitutions of the Collateral and property of similar type or kind now owned or hereafter acquired by the Borrower; and

(c) to the extent not included in (a) or (b) as original Collateral, all products and proceeds of the Collateral.

(2) **Warranties and Agreements:** The Borrower warrants and agrees that:

(a) The Borrower is the absolute owner of the Collateral free from any encumbrances, liens, security interests, or equity interests, except for the security interest granted herein and except as disclosed by the Borrower to the Lender in writing.

(b) The Borrower shall:

(1) care for the Collateral and not permit its value to be impaired;

(2) keep the Collateral free from all encumbrances, liens, and security interests, other than those created or expressly permitted herein;

(3) defend the Collateral against all claims and legal proceedings by persons other than the Lender;

(4) pay and discharge when due all taxes, license fees, levies, and other charges upon the Collateral; and

(5) immediately inform the Lender in writing of any change in Borrower's address or the location of the Collateral. Loss of or damage to the Collateral shall not release the Borrower from any of the Obligations. Upon demand, the Borrower will provide additional collateral acceptable to the Lender.

(c) At the Lender's request, the Borrower shall keep all Collateral and the Lender's interest in it insured under policies naming the Lender as loss payee, with provisions, coverages, amounts, and by insurers satisfactory to the Lender, and the Borrower shall furnish Lender satisfactory evidence of such insurance.

(d) The Borrower shall pay all expenses which are permitted to be recovered from the Borrower by applicable law and, upon request, take any action reasonably deemed advisable by the Lender to preserve the Collateral or to establish, determine the priority of, perfect, continue as perfected, preserve, enforce or terminate the Lender's rights and interest in the Collateral.

(e) The Lender is authorized to examine the Collateral at reasonable times.

(f) The Borrower shall not dispose of any of the Collateral without the authorization of the Lender and, except as otherwise agreed to in writing by the Lender, shall apply the proceeds of all dispositions of the Collateral to payment of this Loan.

(g) The Borrower understands that the unauthorized disposition of Collateral with intent to defraud the Lender constitutes a federal criminal offense.

(h) The Borrower hereby authorizes the Lender to file all financing statements describing the Collateral, and all amendments thereto, in any offices as the Lender, in its sole discretion, may determine. The Borrower hereby also authorizes the Lender to file all effective financing statements describing the Collateral pursuant to 7 U.S.C. Section 1631, and all amendments thereto, in any offices as the Lender, in its sole discretion, may determine.

(i) If the Collateral includes federal or state government program entitlements or payments, the Borrower shall execute and deliver to the Lender all assignments, transfers, and other documents required by the Lender to transfer, convey, and assign to the Lender all such federal and state government program entitlements, payments, rights to payment whether or not earned by performance, accounts, general intangibles, and benefits.

(j) All terms in this Agreement that are defined in the Uniform Commercial Code, as enacted in the state in which Lender's office originating this Loan is located and as amended from time to time ("UCC"), shall have the meanings set forth in the UCC unless the context clearly requires otherwise. The meaning of a term hereunder shall automatically change on the effective date of each amendment to the definition of such term in the UCC.

(k) For each Borrower that is not an individual, the legal name of each such Borrower is as set forth in the Note or an addendum thereto. No Borrower has used any trade name, assumed name, or other name except those set forth in the Note or an addendum thereto. The Borrower shall give the Lender written notice at least 30 days before the date of:

(1) any change in any Borrower's name or

(2) any use by any Borrower of another name.

(l) If any Borrower is a Registered Organization, as that term is defined in the UCC, all information provided by the Borrower to the Lender concerning the state(s) of organization for the Borrower is true, accurate, and complete. No Borrower shall change its state of organization without the prior written consent of the Lender. Borrower shall provide the Lender with written notice at least 30 days before the date any Borrower takes any action to change its state of organization.

(m) If any Borrower is an individual or an entity that is not a Registered Organization, all information provided by the Borrower to the Lender concerning the address of an individual Borrower's residence or the address of the chief executive office of an entity that is not a Registered Organization is true, accurate, and complete. No individual Borrower shall change that address of residence without providing written notice to the Lender at least 30 days before the effective date of such address change. No Borrower that is an entity that is not a Registered Organization shall change that address of the chief executive office without providing written notice to the Lender at least 30 days before the effective date of such address change. Each Borrower who is an individual shall give Lender written notice at least 30 days before any change in Borrower's name, or a name change on Borrower's driver's license or other state-issued identification ("Driver's License"), or expiration, renewal or replacement of Borrower's Driver's License. Each Borrower gives Lender authority to periodically inspect their Driver's License.

(n) To the extent that the Borrower uses proceeds of the Loan extended by the Lender to purchase Collateral, Borrower's repayment of the Loan shall apply on a "first-in-first-out" basis so that the portion of the Loan used to purchase a particular item of the Collateral shall be paid in the chronological order the Borrower purchased the Collateral.

Borrower agrees to deliver upon the request of the Lender such additional or corrected documents, drafts or instruments as the Lender may deem necessary at any time.

**10. FINANCIAL RECORDS:** The Borrower agrees to maintain complete and accurate financial books and records for Borrower's business, permit access by the Lender and to provide periodic financial information as requested by Lender in a form acceptable to Lender.

**11. PAYMENTS BY LENDER:** The Lender is authorized but not obligated to pay the following items and charge them to the Loan with interest at the rate or rates then applicable to this Loan:

(a) amounts required to pay prior liens on the Collateral;

(b) the cost of insurance carried by the Borrower in connection with this Loan or any financially related service offered by or through the Lender;

(c) appraisal and title evidence costs, recording and filing fees, and similar items;
(d) amounts required for the Borrower to acquire and maintain stock or participation certificates in the Lender or the Lender's parent association, as applicable; and
(e) any accrued interest hereunder that is not paid when due;
(f) any fees or charges assessed in connection with any loan, loan servicing action, or other service, including optional financial services provided by or throug Lender;
(g) any letters of credit issued for or on behalf of Borrower;
(h) any sums Lender determines necessary to protect Lender's interest in any Collateral security pursuant to this Note or any other loan document; and
(i) any items or charges necessary to close the Loan.

**12. EVENTS OF DEFAULT:** Each of the following constitutes a default by Borrower under this document:
(a) the failure to perform any warranty or agreement contained in this document or in any instrument securing payment of this Loan or related to this Loan;
(b) default under any other promissory note executed by the Borrower, or any one or more of them, and payable to the Lender (except any promissory note executed solely by one or more rural homeowners, as that term is defined in 12 C.F.R. § 613.3030);
(c) default under any lease executed by the Borrower, or any one or more of them, under which the Lender is the Lessor, and, it shall also be an event of default under this document if an event of default occurs on any other loan or lease that any Borrower has with either the Lender's parent association or any subsidiaries of the Lender's parent association;
(d) any statement or report furnished by the Borrower to the Lender is false in any material respect;
(e) any Borrower provides false, misleading or incomplete information to Lender for the purpose of influencing the decision(s) of Lender;
(f) any Borrower engages in any unlawful activity;
(g) any Collateral is lost, stolen, substantially damaged, destroyed, or, without the Lender's consent, sold or encumbered;
(h) any Borrower or guarantor dies, is dissolved, or the commencement of any proceeding by or against any Borrower or guarantor under the provisions of any bankruptcy or insolvency laws;
(i) the Lender, in good faith, deems itself insecure or determines that the prospect of payment of this Loan or the prospect of performance of this or any other instrument securing this Loan or relating to it is impaired;
(j) the use of loan proceeds for purposes not approved by the Lender; or
(k) any provision of any of the Loan documents shall for any reason cease to be legal, valid and binding on Borrower or any guarantor, or Borrower or any guarantor state so in writing.

**13. LENDER'S REMEDIES:** Lender, in addition to other rights provided in this document or by law or agreement, may do any one or more of the following if Borrower defaults under this document:
(a) declare this Loan and any or all other loans to Borrower or any one or more of them (except any loan extended solely to one or more rural homeowners, as that term is defined in 12 C.F.R. § 613.3030) immediately due and payable;
(b) require Borrower to reimburse the Lender for expenses incurred by the Lender in protecting or enforcing its rights under this document, regardless of whether Collateral is involved, including without limitation reasonable attorney's fees and legal expenses when permitted by law;
(c) as to Collateral which is personal property or fixtures, exercise all the remedies of a secured party under the Uniform Commercial Code including without limitation:
(1) without notice to the Borrower or judicial process peaceably enter upon any premises where the Collateral is located, take possession of it and remove it from the premises;
(2) require the Borrower to assemble the Collateral and make it available to the Lender at a place designated by Lender which is reasonably convenient to both parties;
(3) use and occupy the Borrower's premises to care for livestock collateral;
(4) appoint a receiver to marshal, preserve and manage the Collateral until judgment is obtained;
(5) care for and harvest the crops and dispose of them at private sale (at Borrower's expense) since crops are perishable and may decline speedily in value; and
(6) after deduction of expenses, the Lender may apply the proceeds of disposition to the Obligations as defined in security agreement(s) in effect between th Borrower and the Lender in the order and amounts the Lender elects.
(d) reduce or modify the Loan commitment amount or modify the terms and conditions upon which Lender may be willing to consider making advances.

Except in connection with a loan primarily made for the personal, household or family purposes of the Borrower, Lender may obtain the appointment of a receiver [including a general receiver if permitted by applicable law], to take possession of all collateral of the Borrower, including, but not limited to, all real property and personal property, and all facilities, fixtures and equipment leased, occupied or used by the Borrower. Borrower hereby irrevocably consents to the appointment of such receiver and agrees to cooperate and assist any such receiver as reasonably requested to facilitate the transfer of possession of the collateral to such receiver and to provide receiver access to all books, records, information and documents as requested by such receiver.

**14. ASSIGNMENT OF LOAN:** The Lender may not assign or otherwise transfer this Loan to any party other than AgriBank, FCB and its successors (the "Bank"), whether absolutely or as collateral security and whether in the ordinary course of business or otherwise, without the express written consent of the Bank. If this Loan is assigned or otherwise transferred to the Bank or another institution chartered pursuant to the provisions of the Farm Credit Act of 1971, as amended, ("Act") the interest rate hereunder may be established by such institution in accordance with the provisions of this document. If this Loan is assigned or transferred to a party not chartered under the Act, notwithstanding any contrary provision in this document, in the absence of maturity or acceleration, the following apply:
(a) If this is a Variable Rate loan or an Adjustable Rate Operating RLOC, adjustments in the interest rate will be made only on the dates occurring at successive intervals of one year each after the first day of the month and year of such assignment based upon an index and margin. The index will be the weekly average yield on United States Treasury securities, as made available by the Federal Reserve Board, adjusted to a constant maturity of one year.
(b) If this is an Adjustable Rate Capital RLOC or Adjustable Rate IT Loan, the interest rate will continue to be adjusted on the dates and intervals described therein based upon an index and margin. The index will be the same as for a Variable Rate Loan, except it will be adjusted to a constant maturity of a length equal to the length of the interval between adjustments specified above (if U.S. Treasury yield figures are not available for this length, the U.S. Treasury yield figures which are available for the closest length of time which is shorter than the interval between adjustments will be used).
(c) For interest rate adjustments under (a) and (b), the margin will be the amount by which the interest rate in effect for this Loan at the time of the assignment, in the absence of default, exceeds the index that would have been effective for the date that this interest rate was established for this Loan (the last previous repricing date). The new interest rate will be calculated by adding the margin to the applicable current index and rounding the total to the nearest one-eighth of one percent, subject however, to the provision herein for a higher default rate. The current index will be the most recent index available as of 45 days before the date the interest rate is to be adjusted. If the applicable index is not available, the Lender will select a new index which is based upon comparable information. The interest rate shall never exceed the rate permitted by applicable law.
(d) If this is an Adjustable Rate Prime Rate Based Loan, the margin that is used for interest rate adjustments shall remain fixed for the remaining term of the Loan at the margin amount that is in effect at the time of the assignment.

**15. WAIVER:** The Borrower and other parties to this transaction (except the Lender), and each of them, whether principal, surety, guarantor, endorser, or other party, agree to be jointly and severally bound and, further, waive demand, protest, and notice of demand, protest, or nonpayment, and agree that the liability of each shall be unconditional without regard to the liability of any other party and shall not be affected by any indulgence, extension or extensions of time, renewal, waiver, release of any party or of any Collateral, or other modifications granted or consented to by the Lender. The rights and powers granted to the Lender hereunder shall not, nor shall any provision hereof, be waived except in writing signed by the Lender, and the provisions hereof shall not be modified, limited, or waived by any prior or subsequent course of dealing between the parties or between the Borrower and third parties or by any usage of trade. To the extent the Bank gives or has given value to the Lender in reliance hereon, either by way of loan or discount, the Borrower hereby waives any and all other defenses or right of offset which the Borrower or any of them may or might have against the Lender when this document is held by the Bank, its collateral custodian, or the successors or assigns of either.

**16. APPOINTMENT OF AGENT:** Each Borrower hereby appoints each of the other Borrowers as agent for the purposes of this Loan and, if applicable, the Obligations and agrees that Loan funds, dividends, stock retirement proceeds, and other distributions may be disbursed to or by order of any one or more of them, as the Lende may elect. This appointment shall continue until written notice of termination is received by the Lender.

**17. ASSOCIATION MEMBERSHIP:** Borrower agrees to purchase and maintain stock or participation certificates ("Stock") in the Lender or the Lender's parent association, as applicable, in amounts as may be required from time to time under the Capital Plan adopted by the Board of Directors pursuant to applicable Bylaws or under the policies or procedures of the Lender or the Lender's parent association, as applicable (such Bylaws, policies, or procedures, the "Capitalization Policy."). Borrower authorizes and directs the Lender to, without further authorization or direction from any Borrower, retain from any stock retirement proceeds paid to Borrower any amounts required to purchase participation certificates in the Lender or the Lender's parent association, as applicable, and to retain from any participation certificate retirement proceeds paid to Borrower any amounts required to purchase stock in the Lender or the Lender's parent association, as applicable, and to make such purchases on behalf of any one or more Borrower to the extent required by the Capitalization Policy and then distribute the net proceeds (if any) to any one or more Borrower, as the Lender may elect. Borrower grants to Lender a first priority security interest in and to all Stock now owned or hereafter acquired by Borrower as additional collateral for the obligations of Borrower to Lender. As more particularly described in the Lender's Bylaws, Borrower agrees that Lender shall have the right of set-off against all Stock in the event of a default by Borrower on any obligation of Borrower to Compeer Financial.

**18. REPORTING:** Lender, its agents, successors and assigns may report Borrower's name and information regarding this Loan and all of Borrower's past and future loans to credit reporting agencies.

**19. LENDER'S RIGHT TO INSURE COLLATERAL:** Unless you (the Borrower) provide us (the Lender) with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your Collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the Collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the Collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

**20. POWER OF ATTORNEY:** Borrower hereby irrevocably appoints the Lender as Borrower's attorney-in-fact to act for the Borrower with full authority in the place and name of the Borrower to take any action and to execute an instrument which the Lender may deem advisable to accomplish the purposes of this Agreement, including authority:

(a) to endorse, collect, sue for, compromise, and receive any drafts, instruments, documents, or moneys due in connection with the Collateral;

(b) to file any claims or take any action or institute any proceedings which the Lender may deem desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Lender with respect to any of the Collateral;

(c) to disburse funds including paying insurance premiums, taxes, liens, and other costs of preserving the Collateral; and

(d) to establish, determine priority of, perfect, continue as perfected, preserve, enforce, or terminate the Lender's rights and interests under this Agreement. The Lender may charge its expenses of doing so to any of the Obligations and the Borrower shall pay them upon demand with interest from the date each expense is incurred at the rate in effect on the date each expense is incurred on the applicable Obligation.

**21. AUTHORIZATION FOR ACCESS TO INFORMATION:** Borrower acknowledges and agrees that the verification or reverification of any information, whether contained in the Borrower's Loan application or in any other manner supplied by the Borrower to the Lender in connection therewith, may be made at any time by the Lender, its agents, successors, or assigns, either directly or through a credit reporting agency, from any source whether named in the Borrower's Loan application or otherwise provided to the Lender by the Borrower. Borrower authorizes and gives consent to Lender to provide to any guarantor the current outstanding balance and the payment and disbursement history of all loans of the Borrower guaranteed by the requesting guarantor. Borrower authorizes and gives consent to Lender to provide to any third-party pledger of Collateral for any of Borrower's loans the current outstanding balance and the payment and disbursement history of said loans.

**22. UNAUTHORIZED DISPOSITIONS AND FALSE STATEMENTS:** Borrower understands that it is a federal crime punishable by fine, imprisonment, or both to knowingly make any false statements in the Borrower's Loan application as applicable under the provisions of Title 18, United States Code, Section 1014. Borrower also understands that any unauthorized disposition of Collateral or the making of any false statement or report to the Lender in connection with a loan could result in civil and criminal consequences to the Borrower as applicable under the provisions of Title 18, United States Code, Sections 658 and 1014.

**23. PARTIES BOUND:** Each person signing the Note, other than the Lender, is a Borrower. The Obligations of all Borrowers are joint and several, and all Borrowers hereby acknowledge receipt of all proceeds of the Loan. This Agreement benefits the Lender, its successors, and assigns. This Agreement shall bind the Borrowers, the Borrowers' heirs, personal representatives, successors, and assigns, and all persons and parties who become bound as a Borrower under this Agreement.

**24. FEES CHARGED:** Lender has authority to charge and Borrower agrees to pay any reasonable fees and costs charged by Lender to amend the terms of this Loan. Borrower gives Lender authority to advance such fees and costs and charge them to the loan. If Borrower does not immediately repay such advance, interest at the default rate shall begin to accrue on the amount advanced. The absence of express authority in this Promissory Note/Loan Agreement to charge a specific fee or cost to Borrower shall not be construed as a prohibition on the charging of such fees or costs.

**25.CONSENT TO ELECTRONIC COMMUNICATIONS:** The terms of this paragraph shall not apply to transactions through which Borrower will obtain products or services which are used primarily for personal, family or household purposes. Borrower agrees that any "Communications" (as defined herein) directed to any one or more of the Borrowers by or on behalf of Lender or any of its affiliates or agents (as applicable, a "Communicator") may be provided in electronic form or transmitted by electronic means. As used herein, "Communications" means all notices, disclosures, documents and other communications given by or on behalf of a Communicator including, without limitation, all shareholder communications and any disclosures, notices, or communications relating to any transaction between any Borrower and Lender, but expressly excluding any notice required by law to be provided in paper form. Borrower acknowledges that electronic Communications entails risks (including the risk of interception by a third party) and hereby releases Lender and each Communicator from all liability relating to the electronic provision or transmission of Communications. Borrower agrees to provide Lender upon request with the e-mail address or addresses of Borrower and to notify Lender within 10 days of any change in e-mail address or addresses. Any Communication sent by e-mail will be deemed received when sent to the last e-mail address or addresses of any one or more of the Borrowers known by Lender. Any Communication digitally published by a Communicator on an internet website will be deemed received by Borrower when a Communicator has both published the Communication and notified Borrower that the Communication has been published. Transmission of any document as an "electronic record" containing Borrower's "electronic signature," as those terms are defined in applicable federal or state laws, or facsimile transmission of any document containing a facsimile of Borrower's signature, shall be as effective, enforceable and valid as if a paper version of such document were delivered containing such original written signature. Such document constitutes an original document for legal purposes. At any time, Borrower may request a paper copy of any record made available to Borrower electronically. Any Borrower may revoke the consent to receive electronic Communications contained in this paragraph by sending thirty (30) days prior written notice of such revocation, signed by all of the Borrowers, to Lender by certified mail, return receipt requested.

**26. NOTICES:** Except as required by statute or regulation, all Communications to Borrower provided for under the Promissory Note/Loan Agreement will have been duly given and will be effective on the earliest of the following dates if addressed to the last address known by the Lender of any one or more of the Borrowers: (a) when personally delivered to any Borrower; (b) the first business day after being delivered prepaid (or pursuant to an invoice arrangement) to a reputable overnight courier service; (c) three business days after being deposited in the mail; or (d) the day sent by e-mail or other electronic means as provided in Section 25.

**27. MISCELLANEOUS:** The Borrower agrees to deliver upon the request of the Lender such additional or corrected documents, drafts or instruments as the Lender may deem necessary at any time.

**28. GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, federal laws to the extent applicable, and otherwise by the laws of the State of Wisconsin, except to the extent that the law of any other jurisdiction applies as to the perfection or enforcement of Lender's security interest in or lien on any property.

**29. MODIFICATION:** No modification of this document or any related document shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

**30. LEGAL AUTHORITY/COMPLIANCE WITH LAWS:** If Borrower, or any of them, is a legal entity, (1) Borrower is, and shall continue to be, duly organized, validly existing and/or legally qualified to do business under the laws of the states in which Borrower operates, in compliance with federal, state and local laws or regulations, and has legal authority in such states to conduct business operations and to own agricultural real estate; and, no change has been made in the name, ownership, control, relationship, legal status, or organizational and/or formation documents of Borrower since the time any such information was last provided to Lender.

**31. NOMINATING COMMITTEE AND BOARD MEMBERSHIP.** The Lender's Bylaws limit membership on the Lender's Nominating Committee and Board of Directors to Borrowers who reside or farm in the Lender's territory.

**32. LEGAL FEES, COSTS, AND EXPENSES.** If Lender engages an attorney or other professionals, or if Lender is required to respond to a subpoena, participate in a deposition, or testify at a court or other proceeding, in connection with this Promissory Note/Loan Agreement or in connection with any obligation of any one or more Borrower to Lender or service provided to any one or more Borrower by Lender, Borrower shall pay to Lender all attorneys or other professional fees incurred, a reasonable hourly rate for time spent by Lender staff in responding to a subpoena or preparing for and appearing at a deposition, hearing or trial, court costs and oth expenses as allowed by applicable law. All such fees and expenses shall be immediately due and payable upon demand and, if not paid within 30 days thereafter, wil bear interest at the maximum legal rate of interest permitted under applicable law.

**33. RIGHT OF SET OFF.** Without prejudice to any other right or remedy it has or may have, and to the fullest extent permitted by law, Lender may immediately set off or recoup any liability it, or one of its affiliates, owes to any one or more Borrower, however held, against any liability for which any one or more Borrower is liable to Lender or one of its affiliates, whether liability is matured or unmatured, or arises under this Agreement. Notice may, but is not required to, be given to Borrower, and Borrower hereby expressly waives the right to notice of set off.

**34. SEVERABILITY.** If any provision of this Promissory Note/Loan Agreement is illegal or unenforceable, that provision is severed from this Promissory Note/Loan Agreement, and the other provisions remain in effect only if the essential business and legal provisions are legal and enforceable.

**Oral or unexecuted agreements or commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (the Borrower) and us (the Lender) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

| Assn. | B.O. No. | CIF No. | Loan No. | Product Code | Customer Name | Commitment Amount |
|---|---|---|---|---|---|---|
| 53 | 74 | 2133181 | 1159046100 | 1009 | Sunterra Farms Iowa, Inc. | $500,000.00 |

# EFFECTIVE INTEREST RATE AND DISCLOSURE

CF330 (05/22)

**Date:** September 26, 2023

The disclosures on this page are made pursuant to Section 4.13(a) of the Farm Credit Act of 1971, as amended, 12 U.S.C. 2199, and are not part of the contractual agreement between Borrower and Lender. This Loan is not subject to the Truth-in-Lending (TIL), 15 U.S.C. 1601 et seq., and the effective rate of interest described herein is not to be construed as the equivalent of the annual percentage rate which would be disclosed on a loan subject to TIL.

**Stated Interest Rate.** The rate of interest currently applicable to the Loan is 9%
The rate of interest calculated with Loan Origination Charges, not including the required stock purchase, is 9.23%
**Effective Interest Rate.** The Stated Interest Rate adjusted to show the effect of any required stock purchase and all other Loan Origination Charges is 9.23%
NOTE: The Effective Interest Rate is calculated to include any required stock purchase amount, which will only be collected from each Borrower in accordance with the terms of a separate written agreement governing each Borrower's required stock purchase, if any.

Loan Origination Charges and Purchase of Stock
Stock Amount $0.00

Loan Origination Charges
Origination Fee $1,000.00

Other Fees

Except with respect to stock protected under Section 4.9A of the Farm Credit Act of 1971, as amended, stock that is purchased in the Lender or the Lender's parent association, as applicable, is at risk and can only be retired at the discretion of the association board. Effective Interest Rate is calculated as if stock will never be retired.

If stock is retired, as is customary, the Effective Interest Rate may be lower than the percentage stated above.

It is generally the association's practice to retire stock when a Borrower's loan balance is paid in full or upon full payment of all of Borrower's loans, provided the association has an adequate capital position. At this time, the association's capital exceeds the regulatory capital requirements.

**INTEREST RATE PLAN:**
**ADJUSTABLE RATE PRIME RATE BASED: The initial annual rate of interest is equal to the Stated Interest Rate.** On the first day of each month the interest rate shall be adjusted by adding a margin of **0.5** percentage points to the index. This margin shall remain in effect until **September 26, 2024** at which time Lender may change the margin at its discretion, and Lender may continue to change the margin at successive intervals of **1** year(s) each thereafter. The index for adjustments is the prime rate reported on the tenth day of the month preceding the interest rate change date by the Wall Street Journal in its daily listing of money rates, defined therein as "the base rate on corporate Loans posted by at least 70 percent of the 10 largest U.S. banks." If a prime rate is not reported on the tenth day of a month, the prime rate reported on the first business day preceding the tenth day of the month will be used. If this index is no longer available, Lender will select a new index which is based upon comparable information.
In the event of default at any time during the term of the Loan, however, and at maturity, the Loan may be subject to a higher rate of interest.

**ADJUSTMENT FACTORS:** The factors which the Lender takes into account in making adjustments to the interest rate on the Loan (except fixed rate loans and any adjustable rate loans tied to an index including prime, LIBOR and SOFR) include cost of funds, operating expenses, provision for loan losses, capital requirements, capital sharing, nonearning assets and competitive elements of the financial environment. The factors considered by the Lender may change during the term of the Loan.

**REPRESENTATIVE EXAMPLES:** These examples show the effect that changes in the stock requirement and loan origination fees would have on the effective interest rate of a representative loan with customer level stock. A $101,000 amortized loan, including a stock requirement of the lesser of $1,000 or 2% of the loan principal, amortized over a 5-year term with level annual payments, a stated interest rate of 10%, and loan origination charges of $1,000 would have an effective interest rate of 10.79%. If the loan amount was to remain at $101,000, but the loan origination charges increase to $1,500, the effective interest rate would be 10.99%. If the loan amount was to remain at $101,000 with loan origination charges of $1,500 but only $500 of stock was purchased because Borrower already owned some stock, the effective interest rate would be 10.79%.

**LOAN OPTIONS:** The Lender may offer secured and unsecured short- and intermediate-term loans including lines of credit, with maturities up to 7 years or, in some instances, 10 years. Installments can be paid monthly, quarterly, semi-annually, annually, or according to other irregular repayment plans as may be agreed upon by Borrower and Lender. Interest rates may be variable at the option of the Lender, fixed for a specified period and then variable, adjustable at specified intervals with the rate determined either at Lender's discretion or in accordance with the prime index, LIBOR index or SOFR index, or fixed for the term of the Loan. Some loan

options are subject to certain conditions and are not available to all borrowers for all purposes. In addition, loan options, including interest rates, may vary by location and time period. The availability of any loan option is subject to change at any time at the discretion of the Lender. If the Lender is an ACA or an FLCA, Lender also offers long-term real estate mortgage loans with maturities of 5 to 40 years secured by agricultural real estate or rural homes. Interest rates may be fixed for the term of the Loan, variable at the option of the Lender, or adjustable at specified intervals with the rate adjusted either at Lender's discretion or in accordance with Federal Farm Credit Banks Funding Corporation rates or the prime index, LIBOR index or SOFR index. These real estate mortgage loan options are subject to the same conditions, limitations, and varying availability as mentioned above for the short- and intermediate-term loans.

**BORROWER RIGHTS:** The Farm Credit Act of 1971, as amended (12 U.S.C. 2001 et seq.), and the regulations of the Farm Credit Administration, afford certain rights to Borrowers who are farmers, ranchers, or producers or harvesters of aquatic products, including basic processing and marketing operations. Those rights include, but are not limited to, the following:

1. At loan closing, Borrower shall receive copies of loan documents signed by Borrower. Upon request thereafter Borrower is entitled to copies of documents signed or delivered by Borrower, copies of Lender's or the Lender's parent association's charter and bylaws, as applicable, and copies of Lender's appraisals of the collateral.
2. If the Loan has an adjustable or variable interest rate, Borrower will be notified in writing of any change in an interest rate tied to an external index not later than 45 days after the effective date of the change, or if the interest rate is not tied to an external index, not later than 10 days after the effective date of the change.
3. If Lender places Borrower's Loan in nonaccrual status and such action results in an adverse action being taken against Borrower (such as revocation of any undisbursed loan commitment), the Lender shall notify Borrower in writing of such change in status and the reasons therefor. If Borrower is not delinquent in any payments under the Loan at the time and Borrower's request to have the Loan reinstated to accrual status is denied, Borrower may obtain a review of such denial before the Lender's credit review committee.
4. Lender may not commence foreclosure or other legal action against any collateral securing the Loan unless at least 45 days before such commencement Lender has provided Borrower with a copy of Lender's restructuring policy and forms on which Borrower may submit a request for restructuring. If Borrower's request for restructuring is denied, Borrower may appeal the denial to Lender's credit review committee, and may also obtain an independent appraisal of any collateral (at Borrower's expense) for consideration by the credit review committee.
5. If Lender acquires agricultural real estate by enforcement of Lender's lien, when Lender elects to sell or lease the acquired property, the previous owner shall have a right of first refusal on the property. Lender shall notify the previous owner in writing and the previous owner may purchase or lease the property, as appropriate, at the appraised fair market value or fair rental value, or if the property is sold by public offering, at the price of the highest qualified bid.

If you have any questions concerning the information contained on this disclosure page, please contact your servicing office.

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

| Assn. | B.O. No. | CIF No. | Customer Name |
|---|---|---|---|
| 53 | 74 | 2133181 | Sunterra Farms Iowa, Inc. |

# SECURITY AGREEMENT

CF380 (07/23)

1. **GRANT OF SECURITY INTEREST.** For value received, the undersigned Debtor, whether one or more, grants to the Secured Party, Compeer Financial, PCA("Secured Party"), whose address is: PO Box 810, Sun Prairie, WI 53590 a security interest in all of the Debtor's rights, title, and interest in the property described in Section 2, including all rights to transfer an interest in the Collateral ("Collateral"), to secure the payment and performance of the obligations described in Section 3 ("Obligations").
2. **COLLATERAL DESCRIPTION.** The Collateral is the property described in one or more Exhibits to this Agreement which are by this reference incorporated into this Agreement.
3. **OBLIGATIONS SECURED.** "Obligations" means:(a) all existing and future loans, advances, indebtedness and payment and performance obligations owed or owing to Secured Party arising out of existing or future credit granted by Secured Party to Debtor (or any of them, if more than one), to Debtor and another, to another guaranteed or endorsed by Debtor, or to another designated by Debtor, whether direct or indirect, absolute or contingent, including both consumer and commercial credit, and both long-term and short-term credit; and (b) all existing and future payment and performance obligations of Debtor arising out of this Agreement; and (c) all costs and expenses incurred by Secured Party in protecting or enforcing its rights under this Agreement with interest from the date incurred at Secured Party's applicable loan rate on the date incurred, including, to the extent permitted by law, attorneys' fees and legal costs and expenses.
4. **DEBTOR'S DUTIES REGARDING COLLATERAL.**

4.1 **Prohibition on Disposition of Collateral by Debtor. DEBTOR SHALL NOT SELL, STORE OFF-FARM, LEASE OR OTHERWISE DISPOSE OF ANY COLLATERAL EXCEPT AS FOLLOWS:** Subject to any restrictions stated in an addendum to this Agreement and to Secured Party's continuing security interest in all proceeds and accounts arising from permitted disposition of Collateral, Debtor, before default, may in a commercially reasonable manner, (1) market milk, (2) market eggs, and (3) use feed, crops and products of crops as feed for Debtor's livestock and poultry; or b) as specifically authorized in a writing signed by Secured Party or in an addendum to this Agreement. Secured Party reserves the right, in its sole discretion, to revoke or modify any permission given Debtor to dispose of Collateral.

4.2 **Ownership Warranty.** Debtor warrants that Debtor is the absolute owner of all Collateral free of all interests, liens, encumbrances, options and security interests except: (a) Secured Party's security interest and (b) those disclosed to Secured Party by Debtor in writing.

4.3 **Location of Collateral.** The Debtor has provided the Secured Party with information concerning the location of the Collateral and the Debtor warrants to the Secured Party that such information is true, accurate, and complete. Except with the prior written consent of the Secured Party, the Debtor shall not remove any Collateral from any location as provided to the Secured Party. Debtor shall immediately inform Secured Party in writing of any change in the location of the Collateral.

4.4 **Records and Reports.** Debtor shall keep permanent records of all material information on the acquisition, maintenance, identification and disposition of all Collateral in a form acceptable to Secured Party. Secured Party shall have the right to examine and copy these records at reasonable times and places. Debtor's records are kept at Debtor's present residence and shall not be removed from the state of Debtor's present residence. Debtor agrees to furnish Secured Party with written reports on the Collateral with content and at times as Secured Party may reasonably request.

4.5 **Maintenance of Collateral.** Debtor shall: (a) care for the Collateral in accordance with good agricultural practices and not permit its value to be impaired; (b) keep it free from all liens, encumbrances and security interests (other than those created or expressly permitted by this Agreement); (c) defend it against all claims and legal proceedings by persons other than Secured Party; (d) pay and discharge when due all taxes, license fees, levies and other charges upon it; (e) not permit it to become a fixture or an accession to other goods except as specifically authorized in a writing signed by Secured Party; and (f) not permit it to be used in violation of any law, regulation or policy of insurance. Loss of or damage to the Collateral shall not release Debtor from any of the Obligations.

4.6 **Insurance.** Debtor shall keep all Collateral and Secured Party's interest in it insured under policies with provisions, coverages, amounts and by insurers satisfactory to Secured Party from time to time. Debtor shall furnish Secured Party with evidence of this insurance satisfactory to Secured Party. At Secured Party's request, Secured Party shall be specifically named in an appropriate union or standard mortgage clause endorsed on the policy. Debtor assigns and directs any insurer to pay to Secured Party the proceeds of this insurance and all premium refunds. Debtor authorizes Secured Party to endorse in Debtor's name any instrument for such proceeds or refunds. Secured Party shall have the option to apply the proceeds and refunds to any of the Obligations, whether or not due, or to restoration of the Collateral, returning any excess to Debtor. Secured Party is authorized, in the name of the Debtor or otherwise, to make, adjust and settle claims under any credit insurance financed by Secured Party or any insurance on the Collateral and to cancel the insurance after the occurrence of an event of Default.

4.7 **Inspection.** Debtor shall permit and assist Secured Party to verify and inspect the Collateral wherever located at reasonable times.

5. **DEFAULT.**

5.1 **Default by Debtor.** Each of the following constitutes a default under this Agreement by Debtor ("Default"): (a) Failure to pay when due any principal, interest, advances, late charges, costs, attorneys' fees or other charges incurred on any of the Obligations; (b) The sale or other disposition of any of the Collateral when it is not authorized by this Agreement; (c) Failure to perform or observe any warranty, agreement or obligation contained in this Agreement or in any mortgage, deed of trust, security agreement, loan application or any evidence of or document relating to any of the Obligations; (d) Any warranty or information given to Secured Party in connection with this Agreement or any of the Obligations is false in any material respect when made; (e) Loss, theft, substantial damage, destruction or encumbrance of any of the Collateral or the making of any levy, seizure or attachment against it; (f) The acceleration of the maturity of Debtor's indebtedness to any other creditor; (g) The

death, dissolution or termination of existence, insolvency, business failure, appointment of a receiver for any property, assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws, of, by, or against Debtor or any guarantor or surety of Debtor; (h) Failure of any of Debtor's account debtors or obligors to make payment when due or to honor Secured Party's security interest; (i) The occurrence of any event which causes Secured Party in good faith to believe that the Obligations are inadequately secured or the prospect of payment, performance or realization on the Collateral is impaired; or (j) A default under any lease executed by any Debtor under which the Secured Party is the lessor or a default under any other loan or lease that any Debtor has with either the Secured Party's parent association or any subsidiaries of the Secured Party's parent association.

5.2 **Secured Party's Remedies.** Secured Party, in addition to other rights and remedies provided in this Agreement or in any evidence of or document associated with the Obligations or provided by law, may do any one or more of the following if a Default occurs under Section 5.1: (a) Declare any or all Obligations immediately due and payable; (b) Refuse to make advances under any commitment; (c) Exercise all rights and remedies of a secured party under the Uniform Commercial Code; (d) Without notice to the Debtor or judicial process, peaceably enter upon any premises where the Collateral is located, take possession of all or any part of it, and remove it from the premises; (e) Require Debtor at Debtor's expense to assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties; (f) Sell, lease or otherwise dispose of all or any part of the Collateral, without notice to Debtor except as required by law, in one or more parcels at public or private proceeding on such terms as Secured Party may deem commercially reasonable; (g) Occupy and use the Debtor's premises, pasturage, feed troughs and water to care for livestock Collateral; (h) Crops are perishable and may decline rapidly in value and Secured Party at Debtor's expense may protect, cultivate, harvest, thresh and combine crops and sell them at private sale; (i) Apply the proceeds of Debtor's Association stock and participation certificates to the Obligations in such order and at such times as Secured Party shall determine; (j) Require Debtor to reimburse Secured Party out of proceeds from the disposition of Collateral or otherwise for expenses incurred by Secured Party in protecting or enforcing its rights under this Agreement. These expenses include the expenses of retaking, holding, preparing for sale or other disposition, and selling or disposing of the Collateral and, to the extent not prohibited by law, attorneys' fees and legal expenses. Secured Party may charge these expenses to any of the Obligations and Debtor shall pay them upon demand with interest from the date incurred at the rate in effect on the date incurred on the applicable Obligation. After deduction of these expenses, Secured Party may apply the proceeds of disposition to the Obligations in the order and amounts it elects; (k) If there is any security or collateral other than the Collateral described in this Agreement for any of the Obligations, then Secured Party may proceed upon the Collateral and the other security and collateral either concurrently or separately in any order it chooses; and (l) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral, the Debtor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

5.3 **Commercially Reasonable.** In addition to other means which are commercially reasonable: (a) commercially reasonable notice is written notice sent to any address of Debtor given by Debtor to Secured Party in conjunction with this Agreement at least 10 calendar days (counting the day of sending) before the date of a proposed disposition of Collateral; and (b) commercially reasonable means of disposition of livestock include a sale through a livestock market and through a licensed livestock sales company.

6. **MISCELLANEOUS PROVISIONS.**

6.1 **True Information.** Debtor warrants that all information, statements and warranties given by or on behalf of Debtor to Secured Party in connection with this Agreement or the Obligations are true and correct.

6.2 **Collections.** (a) At any time Secured Party may, and Debtor shall upon request, notify Debtor's account debtors and obligors on instruments to make payment directly to Secured Party. Secured Party may enforce collection of, settle, compromise, extend or renew the indebtedness of such account debtors and obligors. Unless this notification is given, Debtor, as agent of Secured Party, shall collect accounts and instruments. (b) When required by Secured Party, all proceeds of Collateral received by Debtor shall be held by Debtor upon an express trust for Secured Party, shall not be commingled with any other funds or property of Debtor and shall be turned over to Secured Party in precisely the form received (but endorsed by Debtor, if necessary for collection) not later than the third business day following the date of receipt. All proceeds of Collateral received by Secured Party directly or from Debtor shall be applied against the Obligations in such order and at such time as Secured Party shall determine.

6.3 **Maintenance of Security Interest.** To the extent permitted by law, Debtor shall pay all expenses, and upon request take any action reasonably deemed advisable by Secured Party, to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, preserve, enforce or terminate Secured Party's rights and interests under this Agreement.

6.4 **Power of Attorney.** Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact to act for Debtor with full authority in the place and name of Debtor to take any action and to execute any instrument which the Secured Party may deem advisable to accomplish the purposes of this Agreement, including authority: (a) to endorse, collect, sue for, compromise and receive any drafts, instruments, documents or moneys due in connection with the Collateral; (b) to file any claims or take any action or institute any proceedings which Secured Party may deem desirable for the collection of any of the Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Collateral; (c) to disburse funds including paying insurance premiums, taxes, liens, and other costs of preserving the Collateral; and (d) to establish, determine priority of, perfect, continue perfected, preserve, enforce or terminate Secured Party's rights and interests under this Agreement. Secured Party may charge its expenses of doing so to any of the Obligations and Debtor shall pay them upon demand with interest from the date incurred at the rate in effect on the date incurred on the applicable Obligation.

6.5 **Unauthorized Disposition and False Statements.** Debtor understands that the unauthorized disposition of Collateral or making a false statement or report to Secured Party in connection with a loan could result in civil and criminal consequences to Debtor (Federal Statutes 18 U.S.C. 658,1014).

6.6 **Waiver.** The failure or delay of Secured Party to enforce any right shall not be construed as a waiver of the right. Secured Party's waiver of any default shall not constitute a waiver of any prior or subsequent default. Secured Party waives only those

rights specified in a writing signed by Secured Party. The provisions of this Agreement shall not be modified or waived by any course of dealing or trade usage.

6.7 **Secured Party Not Liable.** Secured Party has no duty to exercise or to withhold the exercise of any of the rights and powers expressly or implicitly granted to it in this Agreement and shall not be responsible for any failure to do so or delay in so doing. Secured Party has no duty to protect, insure or realize upon the Collateral. Debtor releases Secured Party from all liability for any act or omission relating to the Obligations, the Collateral or this Agreement except Secured Party's willful misconduct.

6.8 **Financing Statement.** A carbon, photographic or other reproduction of this Agreement or of a financing statement shall be sufficient as a financing statement.

6.9 **Persons Bound.** Each person signing this Agreement, other than the Secured Party, is a Debtor. The Obligations of all Debtors are joint and several, and all Debtors hereby acknowledge receipt of all proceeds of the Loan. This Agreement benefits Secured Party, its successors, and assigns. This Agreement binds the Debtor, the Debtor's heirs, personal representatives, successors, and assigns, and all persons who become bound as a Debtor under this Agreement.

6.10 **Agency.** Until Secured Party is prospectively notified in writing by Debtor to the contrary, Secured Party may rely upon the following: (a) If Debtor is two or more individuals, the act or signature of any one of them shall bind them all; (b) If Debtor is a partnership, each partner is fully authorized to act for the partnership in all matters governed by this Agreement; (c) If Debtor is a corporation, each officer is fully authorized individually to act for and bind the corporation in all matters governed by this Agreement.

6.11 **Cumulative Rights.** All rights and remedies of Secured Party in this Agreement are cumulative and are in addition to other rights and remedies given in this Agreement or in any evidence of or document associated with the Obligations or provided by law.

6.12 **Termination.** This Agreement shall not be made null and void because at any particular time there is no outstanding secured Obligation and no commitment to lend money. It shall continue in effect for all Obligations to Secured Party arising prior to the filing of record of a UCC Termination Statement covering all Collateral. Debtor instructs Secured Party not to file a UCC Termination Statement until requested by Debtor.

6.13 **Interpretation.** This Agreement shall be governed by, and construed in accordance with, federal laws to the extent applicable, and otherwise by the laws of the State of Wisconsin, except to the extent that the law of any other jurisdiction applies as to the perfection or enforcement of Secured Party's security interest in or lien on any property. In this Agreement, "including" means "including but not limited to" and indicates an illustrative and incomplete listing.

6.14 **Wisconsin Performance Deposit.** If Debtor has and exercises a right to redeem any Collateral under Section 425.208, Wisconsin Statutes, the performance deposit tendered by Debtor shall not bear interest while held by Secured Party.

6.15 **Public Filings.** The Debtor hereby authorizes the Secured Party to file all financing statements describing the Collateral, and all amendments thereto, in any offices as the Secured Party, in its sole discretion, may determine. The Debtor hereby also authorizes the Secured Party to file all effective financing statements describing the Collateral pursuant to 7 U.S.C. Section 1631, and all amendments thereto, in any offices as the Secured Party, in its sole discretion, may determine. If requested by the Secured Party, the Debtor will provide the Secured Party with a list of the buyers, commission merchants and selling agents to or through whom the Debtor may sell farm products, crops, harvested crops, poultry and/or livestock and a list of all elevators, warehousemen or others where the Debtor stores farm products, crops, harvested crops, poultry and/or livestock. The Debtor authorizes the Secured Party to notify all such buyers, commission merchants, selling agents, elevators, warehousemen or any other person, of the Secured Party's security interest in the Debtors farm products, crops, harvested crops, poultry and/or livestock, unless prohibited by law.

6.16 **Government Program Payments.** If the Collateral includes federal or state government program entitlements or payments, the Debtor shall execute and deliver to the Secured Party all assignments, transfers, and other documents required by the Secured Party to transfer, convey, and assign to the Secured Party all such federal and state government program entitlements, payments, rights to payment whether or not earned by performance, accounts, general intangibles, and benefits.

6.17 **Uniform Commercial Code.** All terms in this Agreement that are defined in the Uniform Commercial Code, as enacted in the state in which Secured Party's office originating the Loan is located and as amended from time to time ("UCC"), shall have the meanings set forth in the UCC. The meaning of a term hereunder shall automatically change on the effective date of each amendment to the definition of such term in the UCC.

6.18 **Debtor Names.** For each Debtor that is not an individual, the legal name of each such Debtor is as set forth in the Note or an addendum thereto, or in this Agreement. No Debtor has used any trade name, assumed name, or other name except those set forth in the Note or an addendum thereto, or in this Agreement. The Debtor shall give the Secured Party written notice at least 30 days before the date of (1) any change in any Debtor's name or (2) any use by any Debtor of another name. Each Debtor who is an individual shall give Secured Party written notice at least 30 days before any change in Debtor's name, or a name change on Debtor's driver's license or other state-issued identification ("Driver's License"), or expiration, renewal or replacement of Debtor's Driver's License. Each Debtor gives Secured Party authority to periodically inspect their Driver's License.

6.19 **Registered Organizations.** If any Debtor is a Registered Organization, as that term is defined in the UCC, all information provided by such Debtor to the Secured Party concerning the state of organization for such Debtor is true, accurate, and complete. No Debtor shall change its state of organization without the prior written consent of the Secured Party. Debtor shall provide the Secured Party with written notice at least 30 days before the date any Debtor takes any action to change its state of organization. Debtor certifies that Debtor is, and shall continue to be, duly organized, validly existing and/or legally qualified to do business under the laws of the states in which Debtor operates, in compliance with federal, state and local laws or regulations, and have legal authority in such states to conduct Debtor's business operations and to own agricultural real estate.

6.20 **Addresses of Debtor.** If any Debtor is an individual or an entity that is not a Registered Organization, all information provided by the Debtor to the Secured Party concerning the address of an individual Debtor's residence or the address of the chief executive office of an entity that is not a Registered Organization is true, accurate, and complete. No individual Debtor shall change that address of residence without providing written notice to the Secured Party at least 30 days before the effective date

of such address change. No Debtor that is an entity that is not a Registered Organization shall change that address of the chief executive office without providing written notice to the Secured Party at least 30 days before the effective date of such address change.

6.21 **Purchase Money Security Interests.** To the extent that the Debtor uses proceeds of the Loan extended by the Secured Party to purchase Collateral, Debtor's repayment of the Loan shall apply on a "first-in-first-out" basis so that the portion of the Loan used to purchase a particular item of the Collateral shall be paid in the chronological order the Debtor purchased the Collateral.

6.22 **Reporting.** The Secured Party, its agents, successors, and assigns may report Debtor's names and information regarding this Loan and all of Debtor's past and future loans to credit reporting agencies.

6.23 **Authorization for Access to Information.** Debtor acknowledges and agrees that the verification or reverification of any information, whether contained in the Debtor's loan application or in any other manner supplied by the Debtor to the Secured Party in connection therewith, may be made at any time by the Secured Party, its agents, successors, or assigns, either directly or through a credit reporting agency, from any source whether named in the Debtor's loan application or otherwise provided to the Secured Party by the Debtor.

6.24 **Future Assurances.** Debtor shall promptly provide and/or execute and deliver to Secured Party such further instruments, including, but not limited to, security agreement, financing statements, continuation statements, assignments, certificates, affidavits, or resolutions in form and substance satisfactory to Secured Party that Secured Party may require to effectuate complete, perfect, continue, or preserve the security interests granted under this security agreement, and all rights and benefits including the remedies contained in or arising from any of the loan documents.

6.25 **Severability.** If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement, and the other provisions remain in effect only if the essential business and legal provisions are legal and enforceable.

**THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON ADDITIONAL PAGES OF THIS AGREEMENT. BY SIGNING, DEBTOR ACKNOWLEDGES THAT DEBTOR HAS READ ALL OF THESE PROVISIONS AND HAS RECEIVED AN EXACT COPY OF THIS AGREEMENT.**

Dated: 9/26/2023

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

Sunterra Farms Iowa, Inc., an Iowa Corporation

DocuSigned by:

By: Ray Price

Ray Albert Price, President

DocuSigned by:

By: Debbie Uffelman

Debbie Uffelman, Chief Financial Officer

6B95E37CA8D94CD...

| Assn. | B.O. No. | CIF No. | Customer Name |
|---|---|---|---|
| 53 | 74 | 2133181 | Sunterra Farms Iowa, Inc. |

# EXHIBIT TO SECURITY AGREEMENT
# DESCRIPTION OF COLLATERAL

CF381 (05/23)

1. **Description of Collateral.** The Collateral referred to in the Security Agreement dated, September 26, 2023 by the undersigned Debtor to Compeer Financial, PCA ("Secured Party") includes, whether now owned or later acquired, the property described opposite the box(es) checked below and the property described at Sections 1.10 through 1.14.

| | | |
|---|---|---|
| 1.1 | ☒ | All crops growing, grown or to be grown. |
| 1.2 | ☒ | All harvested crops and all processed crops, whether or not produced by Debtor. |
| 1.3 | ☒ | All livestock and poultry. |
| 1.4 | ☒ | All feed, seed, fertilizer, insecticides, herbicides and other agricultural chemicals and supplies, and all now owned or hereafter acquired inventory. |
| 1.5 | ☒ | All accounts and general intangibles. |
| 1.6 | ☒ | All equipment, all spare parts and special tools for such equipment, all motor vehicles, all trailers, semi-trailers, related equipment, tools, attachments, and accessories for such trailers and semi-trailers, and all fixtures. |
| 1.7 | ☒ | All contract rights, chattel paper, documents, accounts, and general intangibles, whether now owned or hereafter acquired by Debtor, including, but not limited to, all entitlements, rights to payment, and payments (in whatever form received, including, but not limited to, payments in cash or in kind) under any current or future state or federal governmental programs, including, but not limited to, governmental agricultural diversion programs, governmental agricultural assistance programs and the United States Department of Agriculture Farm Service Agency (FSA) Feed Grain Program; and all proceeds of the foregoing. |
| 1.8 | ☒ | All accounts receivable arising from the sale of Collateral or products of the Collateral or from any contract for the sale of Collateral or of products of the Collateral. |
| 1.9 | ☐ | Property specifically described here: |

| | |
|---|---|
| 1.10 | **Association Stock.** Debtor's stock, participation certificates, equity reserve and allocated surplus in the Secured Party or its parent association, as applicable, its successors and assigns. |
| 1.11 | **Proceeds.** To the extent not included in any of the subparagraphs herein as original Collateral, all proceeds of the Collateral. (Debtor is **NOT AUTHORIZED TO SELL** or dispose of any Collateral unless authorized in the Security Agreement or in a writing signed by Secured Party.) |
| 1.12 | **Documents.** All documents of title, warehouse receipts, weight receipts, scale tickets, storage contracts (including CCC contracts) and deficiency payments covering or arising from any Collateral. |
| 1.13 | **Additions.** All additions, accessions, replacements and substitutions of or to any Collateral and all property of similar type or kind, including all offspring of livestock and poultry. |
| 1.14 | **Products.** All products of crops, livestock and poultry given as Collateral including eggs, milk and wool and all products into which any of the Collateral has been or shall later be manufactured, processed or assembled. |

2. The Collateral described in this Exhibit is in addition to property described in additional Exhibits to the Security Agreement, if any. To the extent the Collateral described in this Exhibit is similar to, or after-acquired property, products, or proceeds of existing Collateral, its inclusion in this Exhibit is for the purpose of more specifically identifying the Collateral. This Exhibit shall in no way affect the priority of the security interest of Secured Party in existing Collateral or limit the parties' intention that all similar and after-acquired property, products, and proceeds of the Collateral are also Collateral under the Security Agreement.

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

Dated: September 26, 2023

**SEE ATTACHED SIGNATURE ADDENDUM FOR SIGNATURES**

# Signature Addendum To
# Exhibit to Security Agreement

Dated: September 26, 2023 Loan No(s): 1159046100

This signature addendum is attached to and incorporated by reference in the Exhibit to Security Agreement dated September 26, 2023.

Sunterra Farms Iowa, Inc., an Iowa Corporation

DocuSigned by:
By: Ray Price
Ray Alberto Price, President

DocuSigned by:
By: Debbie Uffelman
Debbie Uffelman, Chief Financial Officer

DocuSign Envelope ID: 9CDE1425-5962-4651-A26F-EC757BEF09AF

# DEBT SUBORDINATION AGREEMENT

THIS DEBT SUBORDINATION AGREEMENT is entered into this 26th day of September, 2023, by and between Sunterra Enterprises Inc. ("Subordinating Creditors"), and Compeer Financial, ACA, and its wholly owned subsidiary entities, Compeer Financial, PCA, and Compeer Financial, FLCA, (hereinafter collectively referred to as "Compeer"), with regard to Sunterra Farms Iowa, Inc. ("Borrowers").

WHEREAS, Compeer has or will in the future be extending credit in the form of one or more loans to Borrowers to be used for the operating line for livestock and margin calls to be secured by a security interest in chattel property of Borrowers described as follows: All harvested crops and processed crops, whether or not produced by debtors, all crops growing, grown or to be grown; all livestock and poultry; all feed, seed, fertilizer, insecticides and other agricultural chemicals and supplies; all general intangibles, all equipment, all spare parts and special tools for such equipment, all motor vehicles and all fixtures; all contract rights, chattel paper, documents, accounts, and general intangibles, whether now owned or hereafter acquired by Debtor, including, but not limited to all entitlements, rights to payment and payments (in whatever form received, including, but not limited to, payments in cash or in kind) under any current or future state or federal governmental programs including, but not limited to, governmental agricultural diversion programs, governmental agricultural assistance programs and the United States Department of Agriculture Farm Service Agency (FSA) Feed Grain program; inventory, goods, instruments and farm products now owned or hereafter acquired, and all proceeds of the foregoing; and

WHEREAS, the Subordinating Creditors have or will be making loans to Borrowers which will be secured by security interests upon the above described livestock and chattel property; and

WHEREAS, the Subordinating Creditors have agreed to subordinate the liens of their security interest given to Subordinating Creditors by Borrowers in the livestock and chattel property to the security interests given by Borrowers to Compeer in said livestock and chattel property.

NOW THEREFORE, in consideration of the mutual promises contained herein, and providing Compeer and the Subordinating Creditors fund their respective loans to the Borrowers, the parties hereby agree as follows:

1. In the event of Borrower's default under the terms of the Compeer loans to Borrowers, the payment of all of the Borrowers' indebtedness to the Subordinating Creditors is hereby expressly subordinated to the payment in full of the Compeer indebtedness.

2. The liens of the Subordinating Creditors as evidenced by the mortgages, security interests, if any, and notes and loan agreements given by Borrowers to the Subordinated Creditors are hereby expressly subordinated to the loans and liens given by Borrowers to Compeer as

evidenced by the notes and loan agreements, mortgages, security interests, if any, and any other ancillary interests given by Borrowers to Compeer.

3. The Subordinating Creditors may receive and accept principal and interest payments from Borrowers in accordance with the terms of their subordinated indebtedness documents until such time as the Subordinating Creditors receive written notice from Compeer of Borrower's default under the Compeer loan documentation. All such sums received by the Subordinating Creditors until receipt of such written notice of default may be retained by the Subordinating Creditors. All sums received after receipt of said written notice shall be subject to the terms of paragraph 4 herein.

4. In the event the Subordinating Creditors receive any payment from the Borrowers on their subordinated debt after having received the written notice of default from Compeer as set forth above, the Subordinating Creditors agree to hold such payments in trust for Compeer and will turn over said payments to Compeer in the form received, with the appropriate endorsements where necessary, within two business days of receipt or upon request of by Compeer for application to the Borrowers' indebtedness to Compeer in such manner as Compeer may deem appropriate.

5. Subordinating Creditors agree that so long as any of the Borrowers' indebtedness to Compeer remains outstanding, Subordinating Creditors will not demand, or take any legal action or institute any other proceedings for the collection of the subordinated indebtedness or the recovery of the collateral securing such indebtedness without 30 days prior written notice thereof to Compeer. In the event the Subordinating Creditors obtain a court order to recover collateral and/or conduct a foreclosure sale of collateral, Subordinating Creditors acknowledge that Compeer is in a superior lien position and agree to pay collateral collected and/or proceeds of a foreclosure sale to Compeer to be applied to the Borrowers' indebtedness to Compeer until such time as said Borrowers' indebtedness, including all accrued interest and costs, is paid in full. Subordinating Creditors must pay said proceeds to Compeer within thirty days from the date of its receipt by Subordinating Creditors.

6. No action that Compeer, or the Borrowers with the consent of Compeer, may take or refrain from taking with respect to the Borrowers' indebtedness to Compeer or any collateral therefore shall affect this Debt Subordination Agreement or the obligations of the Subordinating Creditors hereunder.

7. No party to this Debt Subordination Agreement may assign this Agreement without the prior written consent of the other parties hereto.

8. All notices to be given hereunder shall be sent by certified mail to the following addresses:

Compeer Financial
P.O. Box 4249
Mankato, MN 56002-4249

Sunterra Enterprises Inc.
Box 266 Acme AB T0M 0A0
Canada

9. This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota, without giving effect to its conflict of laws provisions.

10. If one provision of this Agreement is held to be invalid, that shall not affect any other provision in this Agreement.

11. The forgoing constitutes the entire agreement between the parties. No modification of any of the terms and conditions contained herein may be made except by a subsequent written document signed by all parties.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written.

COMPEER FINANCIAL, ACA
COMPEER FINANCIAL, PCA
COMPEER FINANCIAL, FLCA

By_____

Its_____

SUNTERRA ENTERPRISES INC.,
AN ALBERTA CORPORATION

By DocuSigned by: Ray Price
Ray Albert Price, President

Drafted By:
Compeer Financial
1921 Premier Drive
Mankato, MN 56001

| Assn. | B.O. No. | CIF No. | Customer Name |
|---|---|---|---|
| 53 | 74 | 2133181 | Sunterra Farms Iowa, Inc. |

# SECURITY AGREEMENT

CF380 (07/23)

1. **GRANT OF SECURITY INTEREST.** For value received, the undersigned Debtor, whether one or more, grants to the Secured Party, Compeer Financial, PCA("Secured Party"), whose address is: PO Box 810, Sun Prairie, WI 53590 a security interest in all of the Debtor's rights, title, and interest in the property described in Section 2, including all rights to transfer an interest in the Collateral ("Collateral"), to secure the payment and performance of the obligations described in Section 3 ("Obligations").
2. **COLLATERAL DESCRIPTION.** The Collateral is the property described in one or more Exhibits to this Agreement which are by this reference incorporated into this Agreement.
3. **OBLIGATIONS SECURED.** "Obligations" means:(a) all existing and future loans, advances, indebtedness and payment and performance obligations owed or owing to Secured Party arising out of existing or future credit granted by Secured Party to Debtor (or any of them, if more than one), to Debtor and another, to another guaranteed or endorsed by Debtor, or to another designated by Debtor, whether direct or indirect, absolute or contingent, including both consumer and commercial credit, and both long-term and short-term credit; and (b) all existing and future payment and performance obligations of Debtor arising out of this Agreement; and (c) all costs and expenses incurred by Secured Party in protecting or enforcing its rights under this Agreement with interest from the date incurred at Secured Party's applicable loan rate on the date incurred, including, to the extent permitted by law, attorneys' fees and legal costs and expenses.DESIGNATION AGREEMENT. The Debtor hereby agrees to pledge as collateral the property described in this Agreement as security for all existing and future loans, advances, indebtedness, including renewals and segments, and payment and performance obligations owed or owing to Secured Party, arising out of existing or future credit granted by Secured Party to Sunterra Farms Iowa, Inc. ("Borrower"), whether such are made to one or more Borrower, individually or collectively ("Notes").

It is the intent of the Debtor to pledge the property described in this Agreement as collateral for all Notes as referred to above, notwithstanding the fact that the undersigned has no personal liability on the Notes.

Debtor hereby waives diligence, presentment, protest, notice of dishonor, notice of default by Borrower, demand for payment, extension of time for payment, notice of acceptance of this Security Agreement, and indulgences and notices of every kind. If the Borrower is a corporation, Debtor waives any rights of subrogation, indemnity, reimbursement and contribution which would otherwise be acquired by Debtor by reason of its payment of any part of the Obligations. Lender may do the following from time to time without notice to, or consent of, the Debtor and without affecting Debtor's liability under this Agreement:

a. Change the terms of the Obligations or of any debts or liabilities of Borrower including without limitation renew, extend or accelerate the time for payment or performance and change the interest rate.
b. Release, settle or compromise any debts or liabilities of Borrower.
c. Exchange, modify, release, impair, or fail to perfect a security interest in, any collateral securing the Obligations. Debtor shall remain bound by this Agreement until all terms of the Obligations are fully performed by Borrower, notwithstanding any event that would, in the absence of these provisions, result in the discharge of the Debtor.

Lender may enforce this Agreement without first proceeding against Borrower, any Guarantor, any other person or any security or collateral and without first pursuing any other right or remedy. This Agreement remains enforceable regardless of any defenses which the Borrower may assert on the Obligations including but not limited to failure of consideration, breach of warranty, fraud, statute of frauds, bankruptcy, lack of legal capacity, statute of limitations, lender liability, accord and satisfaction, and usury. If foreclosure or other remedy is pursued, only the net proceeds, after deduction of all charges and expenses, shall be applied to the amount due on the Obligations. Lender shall not be required to institute or prosecute proceedings to recover any deficiency as a condition of payment hereunder or enforcement hereof. Lender may purchase all or part of the collateral or security at any foreclosure or other sale for its own account and may apply the amount bid against the amount due on the Obligations.

4. **DEBTOR'S DUTIES REGARDING COLLATERAL.**

4.1 **Prohibition on Disposition of Collateral by Debtor. DEBTOR SHALL NOT SELL, STORE OFF-FARM, LEASE OR OTHERWISE DISPOSE OF ANY COLLATERAL EXCEPT AS FOLLOWS:** Subject to any restrictions stated in an addendum to this Agreement and to Secured Party's continuing security interest in all proceeds and accounts arising from permitted disposition of Collateral, Debtor, before default, may in a commercially reasonable manner, (1) market milk, (2) market eggs, and (3) use feed, crops and products of crops as feed for Debtor's livestock and poultry; or b) as specifically authorized in a writing signed by Secured Party or in an addendum to this Agreement. Secured Party reserves the right, in its sole discretion, to revoke or modify any permission given Debtor to dispose of Collateral.

4.2 **Ownership Warranty.** Debtor warrants that Debtor is the absolute owner of all Collateral free of all interests, liens, encumbrances, options and security interests except: (a) Secured Party's security interest and (b) those disclosed to Secured Party by Debtor in writing.

4.3 **Location of Collateral.** The Debtor has provided the Secured Party with information concerning the location of the Collateral and the Debtor warrants to the Secured Party that such information is true, accurate, and complete. Except with the prior written consent of the Secured Party, the Debtor shall not remove any Collateral from any location as provided to the Secured Party. Debtor shall immediately inform Secured Party in writing of any change in the location of the Collateral.

4.4 **Records and Reports.** Debtor shall keep permanent records of all material information on the acquisition, maintenance, identification and disposition of all Collateral in a form acceptable to Secured Party. Secured Party shall have the right to

examine and copy these records at reasonable times and places. Debtor's records are kept at Debtor's present residence and shall not be removed from the state of Debtor's present residence. Debtor agrees to furnish Secured Party with written reports on the Collateral with content and at times as Secured Party may reasonably request.

4.5 **Maintenance of Collateral.** Debtor shall: (a) care for the Collateral in accordance with good agricultural practices and not permit its value to be impaired; (b) keep it free from all liens, encumbrances and security interests (other than those created or expressly permitted by this Agreement); (c) defend it against all claims and legal proceedings by persons other than Secured Party; (d) pay and discharge when due all taxes, license fees, levies and other charges upon it; (e) not permit it to become a fixture or an accession to other goods except as specifically authorized in a writing signed by Secured Party; and (f) not permit it to be used in violation of any law, regulation or policy of insurance. Loss of or damage to the Collateral shall not release Debtor from any of the Obligations.

4.6 **Insurance.** Debtor shall keep all Collateral and Secured Party's interest in it insured under policies with provisions, coverages, amounts and by insurers satisfactory to Secured Party from time to time. Debtor shall furnish Secured Party with evidence of this insurance satisfactory to Secured Party. At Secured Party's request, Secured Party shall be specifically named in an appropriate union or standard mortgage clause endorsed on the policy. Debtor assigns and directs any insurer to pay to Secured Party the proceeds of this insurance and all premium refunds. Debtor authorizes Secured Party to endorse in Debtor's name any instrument for such proceeds or refunds. Secured Party shall have the option to apply the proceeds and refunds to any of the Obligations, whether or not due, or to restoration of the Collateral, returning any excess to Debtor. Secured Party is authorized, in the name of the Debtor or otherwise, to make, adjust and settle claims under any credit insurance financed by Secured Party or any insurance on the Collateral and to cancel the insurance after the occurrence of an event of Default.

4.7 **Inspection.** Debtor shall permit and assist Secured Party to verify and inspect the Collateral wherever located at reasonable times.

5. **DEFAULT.**

5.1 **Default by Debtor.** Each of the following constitutes a default under this Agreement by Debtor ("Default"): (a) Failure to pay when due any principal, interest, advances, late charges, costs, attorneys' fees or other charges incurred on any of the Obligations; (b) The sale or other disposition of any of the Collateral when it is not authorized by this Agreement; (c) Failure to perform or observe any warranty, agreement or obligation contained in this Agreement or in any mortgage, deed of trust, security agreement, loan application or any evidence of or document relating to any of the Obligations; (d) Any warranty or information given to Secured Party in connection with this Agreement or any of the Obligations is false in any material respect when made; (e) Loss, theft, substantial damage, destruction or encumbrance of any of the Collateral or the making of any levy, seizure or attachment against it; (f) The acceleration of the maturity of Debtor's indebtedness to any other creditor; (g) The death, dissolution or termination of existence, insolvency, business failure, appointment of a receiver for any property, assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws, of, by, or against Debtor or any guarantor or surety of Debtor; (h) Failure of any of Debtor's account debtors or obligors to make payment when due or to honor Secured Party's security interest; (i) The occurrence of any event which causes Secured Party in good faith to believe that the Obligations are inadequately secured or the prospect of payment, performance or realization on the Collateral is impaired; or (j) A default under any lease executed by any Debtor under which the Secured Party is the lessor or a default under any other loan or lease that any Debtor has with either the Secured Party's parent association or any subsidiaries of the Secured Party's parent association.

5.2 **Secured Party's Remedies.** Secured Party, in addition to other rights and remedies provided in this Agreement or in any evidence of or document associated with the Obligations or provided by law, may do any one or more of the following if a Default occurs under Section 5.1: (a) Declare any or all Obligations immediately due and payable; (b) Refuse to make advances under any commitment; (c) Exercise all rights and remedies of a secured party under the Uniform Commercial Code; (d) Without notice to the Debtor or judicial process, peaceably enter upon any premises where the Collateral is located, take possession of all or any part of it, and remove it from the premises; (e) Require Debtor at Debtor's expense to assemble all or part of the Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties; (f) Sell, lease or otherwise dispose of all or any part of the Collateral, without notice to Debtor except as required by law, in one or more parcels at public or private proceeding on such terms as Secured Party may deem commercially reasonable; (g) Occupy and use the Debtor's premises, pasturage, feed troughs and water to care for livestock Collateral; (h) Crops are perishable and may decline rapidly in value and Secured Party at Debtor's expense may protect, cultivate, harvest, thresh and combine crops and sell them at private sale; (i) Apply the proceeds of Debtor's Association stock and participation certificates to the Obligations in such order and at such times as Secured Party shall determine; (j) Require Debtor to reimburse Secured Party out of proceeds from the disposition of Collateral or otherwise for expenses incurred by Secured Party in protecting or enforcing its rights under this Agreement. These expenses include the expenses of retaking, holding, preparing for sale or other disposition, and selling or disposing of the Collateral and, to the extent not prohibited by law, attorneys' fees and legal expenses. Secured Party may charge these expenses to any of the Obligations and Debtor shall pay them upon demand with interest from the date incurred at the rate in effect on the date incurred on the applicable Obligation. After deduction of these expenses, Secured Party may apply the proceeds of disposition to the Obligations in the order and amounts it elects; (k) If there is any security or collateral other than the Collateral described in this Agreement for any of the Obligations, then Secured Party may proceed upon the Collateral and the other security and collateral either concurrently or separately in any order it chooses; and (l) Have a receiver appointed by any court of competent jurisdiction to take possession of the Collateral, the Debtor hereby consents to the appointment of such a receiver and agrees not to oppose any such appointment.

5.3 **Commercially Reasonable.** In addition to other means which are commercially reasonable: (a) commercially reasonable notice is written notice sent to any address of Debtor given by Debtor to Secured Party in conjunction with this Agreement at least 10 calendar days (counting the day of sending) before the date of a proposed disposition of Collateral; and (b) commercially reasonable means of disposition of livestock include a sale through a livestock market and through a licensed livestock sales company.

6. MISCELLANEOUS PROVISIONS.

6.1 **True Information.** Debtor warrants that all information, statements and warranties given by or on behalf of Debtor to Secured Party in connection with this Agreement or the Obligations are true and correct.

6.2 **Collections.** (a) At any time Secured Party may, and Debtor shall upon request, notify Debtor's account debtors and obligors on instruments to make payment directly to Secured Party. Secured Party may enforce collection of, settle, compromise, extend or renew the indebtedness of such account debtors and obligors. Unless this notification is given, Debtor, as agent of Secured Party, shall collect accounts and instruments. (b) When required by Secured Party, all proceeds of Collateral received by Debtor shall be held by Debtor upon an express trust for Secured Party, shall not be commingled with any other funds or property of Debtor and shall be turned over to Secured Party in precisely the form received (but endorsed by Debtor, if necessary for collection) not later than the third business day following the date of receipt. All proceeds of Collateral received by Secured Party directly or from Debtor shall be applied against the Obligations in such order and at such time as Secured Party shall determine.

6.3 **Maintenance of Security Interest.** To the extent permitted by law, Debtor shall pay all expenses, and upon request take any action reasonably deemed advisable by Secured Party, to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, preserve, enforce or terminate Secured Party's rights and interests under this Agreement.

6.4 **Power of Attorney.** Debtor hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact to act for Debtor with full authority in the place and name of Debtor to take any action and to execute any instrument which the Secured Party may deem advisable to accomplish the purposes of this Agreement, including authority: (a) to endorse, collect, sue for, compromise and receive any drafts, instruments, documents or moneys due in connection with the Collateral; (b) to file any claims or take any action or institute any proceedings which Secured Party may deem desirable for the collection of any of the Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Collateral; (c) to disburse funds including paying insurance premiums, taxes, liens, and other costs of preserving the Collateral; and (d) to establish, determine priority of, perfect, continue perfected, preserve, enforce or terminate Secured Party's rights and interests under this Agreement. Secured Party may charge its expenses of doing so to any of the Obligations and Debtor shall pay them upon demand with interest from the date incurred at the rate in effect on the date incurred on the applicable Obligation.

6.5 **Unauthorized Disposition and False Statements.** Debtor understands that the unauthorized disposition of Collateral or making a false statement or report to Secured Party in connection with a loan could result in civil and criminal consequences to Debtor (Federal Statutes 18 U.S.C. 658,1014).

6.6 **Waiver.** The failure or delay of Secured Party to enforce any right shall not be construed as a waiver of the right. Secured Party's waiver of any default shall not constitute a waiver of any prior or subsequent default. Secured Party waives only those rights specified in a writing signed by Secured Party. The provisions of this Agreement shall not be modified or waived by any course of dealing or trade usage.

6.7 **Secured Party Not Liable.** Secured Party has no duty to exercise or to withhold the exercise of any of the rights and powers expressly or implicitly granted to it in this Agreement and shall not be responsible for any failure to do so or delay in so doing. Secured Party has no duty to protect, insure or realize upon the Collateral. Debtor releases Secured Party from all liability for any act or omission relating to the Obligations, the Collateral or this Agreement except Secured Party's willful misconduct.

6.8 **Financing Statement.** A carbon, photographic or other reproduction of this Agreement or of a financing statement shall be sufficient as a financing statement.

6.9 **Persons Bound.** Each person signing this Agreement, other than the Secured Party, is a Debtor. The Obligations of all Debtors are joint and several, and all Debtors hereby acknowledge receipt of all proceeds of the Loan. This Agreement benefits Secured Party, its successors, and assigns. This Agreement binds the Debtor, the Debtor's heirs, personal representatives, successors, and assigns, and all persons who become bound as a Debtor under this Agreement.

6.10 **Agency.** Until Secured Party is prospectively notified in writing by Debtor to the contrary, Secured Party may rely upon the following: (a) If Debtor is two or more individuals, the act or signature of any one of them shall bind them all; (b) If Debtor is a partnership, each partner is fully authorized to act for the partnership in all matters governed by this Agreement; (c) If Debtor is a corporation, each officer is fully authorized individually to act for and bind the corporation in all matters governed by this Agreement.

6.11 **Cumulative Rights.** All rights and remedies of Secured Party in this Agreement are cumulative and are in addition to other rights and remedies given in this Agreement or in any evidence of or document associated with the Obligations or provided by law.

6.12 **Termination.** This Agreement shall not be made null and void because at any particular time there is no outstanding secured Obligation and no commitment to lend money. It shall continue in effect for all Obligations to Secured Party arising prior to the filing of record of a UCC Termination Statement covering all Collateral. Debtor instructs Secured Party not to file a UCC Termination Statement until requested by Debtor.

6.13 **Interpretation.** This Agreement shall be governed by, and construed in accordance with, federal laws to the extent applicable, and otherwise by the laws of the State of Wisconsin, except to the extent that the law of any other jurisdiction applies as to the perfection or enforcement of Secured Party's security interest in or lien on any property. In this Agreement, "including" means "including but not limited to" and indicates an illustrative and incomplete listing.

6.14 **Wisconsin Performance Deposit.** If Debtor has and exercises a right to redeem any Collateral under Section 425.208, Wisconsin Statutes, the performance deposit tendered by Debtor shall not bear interest while held by Secured Party.

6.15 **Public Filings.** The Debtor hereby authorizes the Secured Party to file all financing statements describing the Collateral, and all amendments thereto, in any offices as the Secured Party, in its sole discretion, may determine. The Debtor hereby also authorizes the Secured Party to file all effective financing statements describing the Collateral pursuant to 7 U.S.C. Section 1631, and all amendments thereto, in any offices as the Secured Party, in its sole discretion, may determine. If requested by the Secured Party, the Debtor will provide the Secured Party with a list of the buyers, commission merchants and selling agents to or through whom the Debtor may sell farm products, crops, harvested crops, poultry and/or livestock and a list of all elevators, warehousemen or others where the Debtor stores farm products, crops, harvested crops, poultry and/or livestock.

The Debtor authorizes the Secured Party to notify all such buyers, commission merchants, selling agents, elevators, warehousemen or any other person, of the Secured Party's security interest in the Debtors farm products, crops, harvested crops, poultry and/or livestock, unless prohibited by law.

6.16 **Government Program Payments.** If the Collateral includes federal or state government program entitlements or payments, the Debtor shall execute and deliver to the Secured Party all assignments, transfers, and other documents required by the Secured Party to transfer, convey, and assign to the Secured Party all such federal and state government program entitlements, payments, rights to payment whether or not earned by performance, accounts, general intangibles, and benefits.

6.17 **Uniform Commercial Code.** All terms in this Agreement that are defined in the Uniform Commercial Code, as enacted in the state in which Secured Party's office originating the Loan is located and as amended from time to time ("UCC"), shall have the meanings set forth in the UCC. The meaning of a term hereunder shall automatically change on the effective date of each amendment to the definition of such term in the UCC.

6.18 **Debtor Names.** For each Debtor that is not an individual, the legal name of each such Debtor is as set forth in the Note or an addendum thereto, or in this Agreement. No Debtor has used any trade name, assumed name, or other name except those set forth in the Note or an addendum thereto, or in this Agreement. The Debtor shall give the Secured Party written notice at least 30 days before the date of (1) any change in any Debtor's name or (2) any use by any Debtor of another name. Each Debtor who is an individual shall give Secured Party written notice at least 30 days before any change in Debtor's name, or a name change on Debtor's driver's license or other state-issued identification ("Driver's License"), or expiration, renewal or replacement of Debtor's Driver's License. Each Debtor gives Secured Party authority to periodically inspect their Driver's License.

6.19 **Registered Organizations.** If any Debtor is a Registered Organization, as that term is defined in the UCC, all information provided by such Debtor to the Secured Party concerning the state of organization for such Debtor is true, accurate, and complete. No Debtor shall change its state of organization without the prior written consent of the Secured Party. Debtor shall provide the Secured Party with written notice at least 30 days before the date any Debtor takes any action to change its state of organization. Debtor certifies that Debtor is, and shall continue to be, duly organized, validly existing and/or legally qualified to do business under the laws of the states in which Debtor operates, in compliance with federal, state and local laws or regulations, and have legal authority in such states to conduct Debtor's business operations and to own agricultural real estate.

6.20 **Addresses of Debtor.** If any Debtor is an individual or an entity that is not a Registered Organization, all information provided by the Debtor to the Secured Party concerning the address of an individual Debtor's residence or the address of the chief executive office of an entity that is not a Registered Organization is true, accurate, and complete. No individual Debtor shall change that address of residence without providing written notice to the Secured Party at least 30 days before the effective date of such address change. No Debtor that is an entity that is not a Registered Organization shall change that address of the chief executive office without providing written notice to the Secured Party at least 30 days before the effective date of such address change.

6.21 **Purchase Money Security Interests.** To the extent that the Debtor uses proceeds of the Loan extended by the Secured Party to purchase Collateral, Debtor's repayment of the Loan shall apply on a "first-in-first-out" basis so that the portion of the Loan used to purchase a particular item of the Collateral shall be paid in the chronological order the Debtor purchased the Collateral.

6.22 **Reporting.** The Secured Party, its agents, successors, and assigns may report Debtor's names and information regarding this Loan and all of Debtor's past and future loans to credit reporting agencies.

6.23 **Authorization for Access to Information.** Debtor acknowledges and agrees that the verification or reverification of any information, whether contained in the Debtor's loan application or in any other manner supplied by the Debtor to the Secured Party in connection therewith, may be made at any time by the Secured Party, its agents, successors, or assigns, either directly or through a credit reporting agency, from any source whether named in the Debtor's loan application or otherwise provided to the Secured Party by the Debtor.

6.24 **Future Assurances.** Debtor shall promptly provide and/or execute and deliver to Secured Party such further instruments, including, but not limited to, security agreement, financing statements, continuation statements, assignments, certificates, affidavits, or resolutions in form and substance satisfactory to Secured Party that Secured Party may require to effectuate complete, perfect, continue, or preserve the security interests granted under this security agreement, and all rights and benefits including the remedies contained in or arising from any of the loan documents.

6.25 **Severability**. If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement, and the other provisions remain in effect only if the essential business and legal provisions are legal and enforceable.

**THIS AGREEMENT INCLUDES ALL THE PROVISIONS ON ADDITIONAL PAGES OF THIS AGREEMENT. BY SIGNING, DEBTOR ACKNOWLEDGES THAT DEBTOR HAS READ ALL OF THESE PROVISIONS AND HAS RECEIVED AN EXACT COPY OF THIS AGREEMENT.**

Dated: 9/26/2023

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

Lariagra Farms South, Inc., a South Dakota Corporation

By: DocuSigned by: Ray Price
Ray Albert Price, President

Sunwold Farms, Inc., a South Dakota Corporation

By: DocuSigned by: Ray Price
Ray Albert Price, President

By: DocuSigned by: Debbie Uffelman
Debbie Uffelman, Chief Financial Officer

| Assn. | B.O. No. | CIF No. | Customer Name |
|---|---|---|---|
| 53 | 74 | 2133181 | Sunterra Farms Iowa, Inc. |

# EXHIBIT TO SECURITY AGREEMENT
# DESCRIPTION OF COLLATERAL

CF381 (05/23)

1. **Description of Collateral.** The Collateral referred to in the Security Agreement dated, September 26, 2023 by the undersigned Debtor to Compeer Financial, PCA ("Secured Party") includes, whether now owned or later acquired, the property described opposite the box(es) checked below and the property described at Sections 1.10 through 1.14.

| | | |
|---|---|---|
| 1.1 | ☒ | All crops growing, grown or to be grown. |
| 1.2 | ☒ | All harvested crops and all processed crops, whether or not produced by Debtor. |
| 1.3 | ☒ | All livestock and poultry. |
| 1.4 | ☒ | All feed, seed, fertilizer, insecticides, herbicides and other agricultural chemicals and supplies, and all now owned or hereafter acquired inventory. |
| 1.5 | ☒ | All accounts and general intangibles. |
| 1.6 | ☒ | All equipment, all spare parts and special tools for such equipment, all motor vehicles, all trailers, semi-trailers, related equipment, tools, attachments, and accessories for such trailers and semi-trailers, and all fixtures. |
| 1.7 | ☒ | All contract rights, chattel paper, documents, accounts, and general intangibles, whether now owned or hereafter acquired by Debtor, including, but not limited to, all entitlements, rights to payment, and payments (in whatever form received, including, but not limited to, payments in cash or in kind) under any current or future state or federal governmental programs, including, but not limited to, governmental agricultural diversion programs, governmental agricultural assistance programs and the United States Department of Agriculture Farm Service Agency (FSA) Feed Grain Program; and all proceeds of the foregoing. |
| 1.8 | ☒ | All accounts receivable arising from the sale of Collateral or products of the Collateral or from any contract for the sale of Collateral or of products of the Collateral. |
| 1.9 | ☐ | Property specifically described here: |

| | |
|---|---|
| 1.10 | **Association Stock.** Debtor's stock, participation certificates, equity reserve and allocated surplus in the Secured Party or its parent association, as applicable, its successors and assigns. |
| 1.11 | **Proceeds.** To the extent not included in any of the subparagraphs herein as original Collateral, all proceeds of the Collateral. (Debtor is **NOT AUTHORIZED TO SELL** or dispose of any Collateral unless authorized in the Security Agreement or in a writing signed by Secured Party.) |
| 1.12 | **Documents.** All documents of title, warehouse receipts, weight receipts, scale tickets, storage contracts (including CCC contracts) and deficiency payments covering or arising from any Collateral. |
| 1.13 | **Additions.** All additions, accessions, replacements and substitutions of or to any Collateral and all property of similar type or kind, including all offspring of livestock and poultry. |
| 1.14 | **Products.** All products of crops, livestock and poultry given as Collateral including eggs, milk and wool and all products into which any of the Collateral has been or shall later be manufactured, processed or assembled. |

2. The Collateral described in this Exhibit is in addition to property described in additional Exhibits to the Security Agreement, if any. To the extent the Collateral described in this Exhibit is similar to, or after-acquired property, products, or proceeds of existing Collateral, its inclusion in this Exhibit is for the purpose of more specifically identifying the Collateral. This Exhibit shall in no way affect the priority of the security interest of Secured Party in existing Collateral or limit the parties' intention that all similar and after-acquired property, products, and proceeds of the Collateral are also Collateral under the Security Agreement.

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

Dated: September 26, 2023

**SEE ATTACHED SIGNATURE ADDENDUM FOR SIGNATURES**

DocuSign Envelope ID: 9CDE1425-5962-4651-A26F-EC757BEF09AF

# Signature Addendum To
# Exhibit to Security Agreement

Dated: September 26, 2023 Loan No(s): 1159046100

This signature addendum is attached to and incorporated by reference in the Exhibit to Security Agreement dated September 26, 2023.

Lariagra Farms South, Inc., a South Dakota Corporation

DocuSigned by:
By: Ray Price
Ray Albert Price, President

Sunwold Farms, Inc., a South Dakota Corporation

DocuSigned by:
By: Ray Price
Ray Albert Price, President

DocuSigned by:
By: Debbie Uffelman
Debbie Uffelman, Chief Financial Officer

DocuSign Envelope ID: 9CDE1425-5962-4651-A26F-EC757BEF09AF

# Statement of No Change

CF155 (07/22)

CIF No. 2133181

I/We, the undersigned, on behalf of Sunterra Farms Iowa, Inc. (hereinafter referred to as the "Entity"), hereby represent that there have not been any changes in:

- Entity's organizational documents,
- The Ownership or management structure of Entity,
- Entity's authorization signers or agents, or
- Those authorized to borrow money, lease assets and/or grant collateral on behalf of Entity since the last certification and/or documentation was given to Compeer Financial.

Dated: September 26, 2023

Sunterra Farms Iowa, Inc., an Iowa Corporation

DocuSigned by:

By: Ray Price

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Ray Albert Price, President

DocuSigned by:

By: Debbie Uffelman

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Debbie Uffelman, Chief Financial Officer

DocuSign Envelope ID: 9CDE1425-5962-4651-A26F-EC757BEF09AF

# Statement of No Change

CF155 (07/22)

CIF No. 4419639

I/We, the undersigned, on behalf of Lariagra Farms South, Inc. (hereinafter referred to as the "Entity"), hereby represent that there have not been any changes in:

- Entity's organizational documents,
- The Ownership or management structure of Entity,
- Entity's authorization signers or agents, or
- Those authorized to borrow money, lease assets and/or grant collateral on behalf of Entity since the last certification and/or documentation was given to Compeer Financial.

Dated: September 26, 2023

Lariagra Farms South, Inc., a South Dakota Corporation

DocuSigned by:

By: Ray Price

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Ray Albert Price, President

DocuSign Envelope ID: 9CDE1425-5962-4651-A26F-EC757BEF09AF

# Statement of No Change

CF155 (07/22)

CIF No. 2133180

I/We, the undersigned, on behalf of Sunwold Farms, Inc. (hereinafter referred to as the "Entity"), hereby represent that there have not been any changes in:

- Entity's organizational documents,
- The Ownership or management structure of Entity,
- Entity's authorization signers or agents, or
- Those authorized to borrow money, lease assets and/or grant collateral on behalf of Entity since the last certification and/or documentation was given to Compeer Financial.

Dated: September 26, 2023

Sunwold Farms, Inc., a South Dakota Corporation

DocuSigned by:

By: Ray Price

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Ray Albert Price, President

DocuSigned by:

By: Debbie Uffelman

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Debbie Uffelman, Chief Financial Officer

DocuSign Envelope ID: 9CDE1425-5962-4651-A26F-EC757BEF09AF

# Statement of No Change

CF155 (07/22)

CIF No. 4787133

I/We, the undersigned, on behalf of Sunterra Enterprises Inc. (hereinafter referred to as the "Entity"), hereby represent that there have not been any changes in:

- Entity's organizational documents,
- The Ownership or management structure of Entity,
- Entity's authorization signers or agents, or
- Those authorized to borrow money, lease assets and/or grant collateral on behalf of Entity since the last certification and/or documentation was given to Compeer Financial.

Dated: September 26, 2023

Sunterra Enterprises Inc., Corporation

DocuSigned by:

By: Ray Price

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Ray Albert Price, President

DocuSign Envelope ID: 9CDE1425-5962-4651-A26F-EC757BEF09AF

# COMPEER FINANCIAL LOAN DISBURSAL STATEMENT

**Client:** Sunterra Farms Iowa, Inc **Loan Number** 1159046100

| Date | Received From or Disbursed To | Check Payable To | Receipts | Disbursements | Balance |
|---|---|---|---|---|---|
| 9/26/2023 | Compeer Financial Loan Funds | Renewal $500,000.00 | | | $0.00 |
| | Compeer Financial Loan Funds | | | | $0.00 |
| | Additional Funds Received | | | | $0.00 |
| | Earnest Money | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | Total fees for Closing | | $1,000.00 | | $1,000.00 |
| | | | | | $1,000.00 |
| | | | | | $1,000.00 |
| | | | | | $1,000.00 |
| | Origination Fee | | | $1,000.00 | $0.00 |
| | Stock | | | | $0.00 |
| | Appraisal Fee | | | | $0.00 |
| | Restricted Collateral Evaluation Rpt Fee | | | | $0.00 |
| | Flood Certification | | | | $0.00 |
| | Document Prep Fee | | | | $0.00 |
| | Closing Fee | | | | $0.00 |
| | Title/Lenders Insurance | | | | $0.00 |
| | Owner's Insurance | | | | $0.00 |
| | Report of Title/Abstract Fee | | | | $0.00 |
| | Title Exam Fee | | | | $0.00 |
| | Recording Fee | | | | $0.00 |
| | Revenue/Transfer/Deed Stamps | | | | $0.00 |
| | Special Assessment Fee | | | | $0.00 |
| | Scorecard Fee | | | | $0.00 |
| | Wire Fee | | | | $0.00 |
| | Survey | | | | $0.00 |
| | Commission | | | | $0.00 |
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| | | | | | $0.00 |
| | | | | | $0.00 |
| | BALANCE | | | | $0.00 |

We/I have carefully reviewed the Disbursal Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Disbursal Statement. We/I authorize Compeer Title Services to cause the funds to be disbursed in accordance with this statement.

DocuSigned by:
Ray Price
Sunterra Farms Iowa, Inc By Ray Albert Price, President — Date 9/26/2023

DocuSigned by:
Debbie Uffelman
Sunterra Farms Iowa, Inc By Debbie Uffelman, Chief Financial Officer — Date 9/27/2023

Date

Date

Closing Coordinator, Compeer Financial — Date

# COMPEER FINANCIAL, ACA

## Disclosures, Signatures and Authorizations

| Entity Name: |
| --- |
| Sunterra Farms Iowa, Inc. |

We are authorized representatives of the Entity and certify that all information, together with any accompanying schedule(s), is a true, correct and complete statement of the Entity's financial condition as of the date indicated on said information. We understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements in a credit application as applicable under the provision of Title 18, United States Code, Section 1014. WE UNDERSTAND THAT IF INSURANCE IS REQUIRED AS A CONDITION OF LOAN AND/OR LEASE APPROVAL, SUCH INSURANCE MAY BE OBTAINED FROM AN INSURER OF THE ENTITY'S CHOICE. We consent to verification of supplied information, including insurance related to the collateral, asset, or collateral information, and transaction or experience information directly from other creditors. We acknowledge that we may be asked to provide additional information. If a loan is approved, we agree to furnish, at the entity's expense, such title evidence as may be required to establish the necessary lien position on the property offered as security. PHOTOCOPIES OF THIS AUTHORIZATION MAY BE PRESENTED TO AND RELIED UPON AS AUTHORIZATION TO RELEASE INFORMATION TO COMPEER FINANCIAL SERVICES, ACA AND/OR ITS WHOLLY OWNED SUBSIDIARIES, COMPEER FINANCIAL SERVICES, FLCA AND COMPEER FINANCIAL SERVICES, PCA, HEREIN AFTER COLLECTIVELY REFERRED TO AS "COMPEER".

THIS AUTHORIZATION AND DISCLOSURE MAY BE USED FOR FUTURE LOANS AND/OR LEASES AND SHALL REMAIN IN EFFECT FOR AS LONG AS THE ENTITY HAS A RELATIONSHIP WITH COMPEER.

DocuSigned by:
Ray Price
Ray Albert Price, President — 9/26/2023 Date Signed

DocuSigned by:
Debbie Uffelman
Debbie Uffelman, Chief Financial Officer — 9/27/2023 Date Signed

_____ Date Signed

_____ Date Signed

_____ Date Signed

_____ Date Signed

The manually executed, facsimile transmitted signature of Borrower(s) shall be deemed to be an original. This document may be executed in multiple original counterparts, each of which shall constitute and serve as an original hereof (even if transmitted by facsimile), but all of which when taken together shall constitute one and the same agreement.

**For Internal Use:**

| ENTITY<br>Applicant Name<br>(Please Use Legal Name) | CIF Number | Tax ID Number |
| --- | --- | --- |
| Sunterra Farms Iowa, Inc. | 2133181 | 481291153 |
| | | |

05/2020

COMPEER FINANCIAL®

Loan Number: 1159046100

# INSURANCE ACKNOWLEDGMENT FORM

INS101 (6/22)

I acknowledge that I have been offered insurance through Compeer Financial (the "Association"). I understand that purchasing insurance from the Association is optional, and that I am free to purchase this insurance from other available sources, and that I will not be discriminated against by the Association for obtaining insurance elsewhere. These are representative products that are offered through Compeer Financial. Clients may or may not be eligible to purchase all products depending upon their individual circumstances.

Date: September 26, 2023

**I am interested in Life Insurance -** I am interested in obtaining information about life insurance and consent to Compeer Financial providing personal information to possible insurance providers in order to facilitate those providers on getting life insurance information to me.
☐ Yes ☒ No ☐ I currently have a Life Insurance policy.

**I am interested in Disability Insurance -** I am interested in obtaining information about disability insurance and consent to Compeer Financial providing personal information to possible insurance providers in order to facilitate those providers on getting disability insurance information to me.
☐ Yes ☒ No ☐ I currently have a Disability Insurance policy.

**I am interested in Crop Hail Insurance** - A named peril crop insurance policy that provides acre by acre protection against the peril of hail, up to the actual cash value of the crop.
☐ Yes ☒ No ☐ I currently have a Crop Hail Insurance policy.

**I am interested in federally subsidized Multi-Peril Crop Insurance -** A multiple peril crop insurance policy that provides a source of guaranteed income when there is a production loss. MPCI offers varying coverage levels for a variety of crop types.
☐ Yes ☒ No ☐ I currently have a Multi-Peril Insurance policy.

Sunterra Farms Iowa, Inc., an Iowa Corporation

DocuSigned by:
By: Ray Price
Ray Alberto Price, President

DocuSigned by:
By: Debbie Uffelman
Debbie Uffelman, Chief Financial Officer
5B96E37CA8D94CD...

# CONTINUING GUARANTY AGREEMENT

CF320 (11/22)

CIF No. 4787133

As an inducement to Compeer Financial, PCA , (herein called "Lender") to extend or continue credit to Sunterra Farms Iowa, Inc., (herein called "Borrower," whether one or more), or any of them, but without obligation on its part to do so, the undersigned (herein called "Guarantor," whether one or more) agrees as follows ("Agreement"):

1. **OBLIGATIONS GUARANTEED:** In addition to sums presently owing from Borrower to Lender, it is expected that Borrower will make application to Lender for future loans and advances to be guaranteed hereby for purposes arising from or relating to operation of or investment in Borrower's farm or other agriculturally related businesses, as well as for personal or other investment purposes of Borrower; therefore, this Agreement is intended as a guaranty for the payment and performance of all existing and future obligations of Borrower, including all indebtedness and liabilities of any kind, whenever and however incurred, absolute or contingent, due or to become due, to Lender arising out of existing or future credit granted by Lender to Borrower or to Borrower and another, and any extensions or renewals thereof, together with the expenses, including attorney's fees and legal expenses (to the extent permitted under applicable law), incurred or paid by Lender in the preservation or enforcement of the rights of Lender against Borrower or obligations of Borrower to Lender (all herein called "Obligations").

2. **GUARANTY:** Guarantor unconditionally and absolutely guarantees the due and punctual payment, performance and observance by Borrower of any and all of the Obligations, whether or not according to the present terms thereof, at any earlier or accelerated date or dates as provided therein, or pursuant to any extension or extensions of time or to any change or changes in the terms, covenants and conditions thereof, now or at any time hereafter made or granted.
   The liability of Guarantor to Lender under this Agreement is unlimited in amount.
   The preceding language does not limit or waive the provisions of paragraph 5, below.

3. **WAIVER AND CONSENT:** Guarantor waives diligence, presentment, protest, notice of dishonor, demand for payment, extension of time for payment, notice of acceptance of this Guaranty, nonpayment at maturity and indulgences and notices of every kind and nature, and consents to any and all forbearances and extensions of the time for payment of or performance under the Obligations, to any and all changes in the terms, covenants and conditions thereof now or at any time hereafter made or granted, to any release, settlement, or compromise by the Lender of any debts and liabilities of the Borrower, and to any and all substitutions, exchanges or releases of all or any part of the collateral therefore. It is the intention hereof that Guarantor shall remain liable hereunder until the full amount of the Obligations shall have been fully paid and the terms, covenants and conditions of the Obligations shall have been fully kept, observed and performed by Borrower notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of Guarantor.

4. **SUBROGATION:** When Borrower is a corporation, Guarantor waives any rights of subrogation, indemnity, reimbursement and contribution which would otherwise arise or be acquired by Guarantor by reason of payment by the Guarantor of any part of the Obligations.

5. **ENFORCEMENT:** This Guaranty may be enforced by Lender without first proceeding against Borrower, any other guarantor, any other person or resorting to or exhausting any other security or collateral and without first having recourse to the Obligations or any of the remedies provided by the Obligations through foreclosure proceedings or otherwise. This Guaranty remains enforceable regardless of any defense which the Borrower may assert on the Obligations. Nothing herein contained, however, shall prevent Lender from suing on or foreclosing the Obligations or from exercising any other rights hereunder. If such foreclosure or other remedy is pursued, only the net proceeds thereof, after deduction of all charges and expenses of every kind and nature whatsoever, shall be applied in reduction of the amount due on the Obligations. Lender shall not be required to institute or prosecute proceedings to recover any deficiency as a condition of payment hereunder or enforcement hereof. At any sale of the security or collateral for the Obligations or any part thereof, whether by foreclosure or otherwise, Lender may at its discretion purchase all or any part of such collateral so sold or offered for sale for its own account and may apply the amount bid therefore against the balance due it pursuant to the terms of the Obligations.

6. **EXPENSES OF ENFORCEMENT:** In the event this Guaranty is enforced by the Lender, Guarantor will reimburse Lender for all expenses incurred in connection therewith, including collection costs and reasonable attorney's fees, to the extent such fees are allowable under applicable law.

7. **SUCCESSORS AND ASSIGNS:** This Guaranty shall inure to the benefit of and may be enforced by Lender and any subsequent holder of the Obligations, successors and assigns, and shall be binding upon and enforceable against Guarantor and the legal representatives, heirs, successors and assigns of Guarantor.

8. **ALTERATION OF OBLIGATIONS:** No provision of this Guaranty shall be construed to alter or amend the Obligations or to relieve Borrower of any duties or obligations hereunder. This Agreement, including any written addenda, is a complete and exclusive statement of the Guaranty between the parties. No course of dealing, course of performance, trade usage, oral agreements, or parol evidence shall be used to modify its terms.

9. **OBLIGATION OF GUARANTOR:** In the event that more than one person or party shall execute this Guaranty as Guarantor herein, this Agreement shall bind all such persons and parties jointly and severally. Guarantor acknowledges that Guarantor has adequate means to obtain from Borrower, on a continuing basis, information on the financial condition of the Borrower and

that Guarantor is not relying on Lender to provide this information now or in the future. Also, the liability of Guarantor shall be reinstated to the extent the Lender is required at any time to disgorge or repay any amounts then previously received in payment of the Obligations for any reason, including, without limitation, amounts recovered pursuant to preference claims in connection with bankruptcy proceedings of the Borrower.

10. **REMEDIES CUMULATIVE**: All rights, remedies and recourses afforded to Lender by reason of this Guaranty or otherwise are separate and cumulative and may be pursued separately, successively or concurrently, as occasion therefore shall occur, and are nonexclusive and shall in no way limit or prejudice any other legal or equitable right, remedy, or recourse which Lender may have. The parties agree to waive the right to any jury trial in any action brought by either against the other. This Guaranty shall be governed by, and construed in accordance with, federal laws to the extent applicable, and otherwise by the laws of the State of Wisconsin, except to the extent that the law of any other jurisdiction applies as to the perfection or enforcement of Lender's security interest in or lien on any property.

11. **CONTINUING GUARANTY**: This is a continuing Guaranty upon which the Lender may rely until it has been notified by certified mail of the revocation hereof, provided such revocation shall not affect the rights of Lender or the liability of Guarantor under actions taken, commitments extended or obligations incurred prior to actual receipt by Lender of such notice.

12. **CORPORATION OR PARTNERSHIP:** Each Guarantor that is a legal entity hereby represents and warrants to Lender that this Guaranty has been duly authorized, executed, and delivered to Lender in furtherance of its authorized purpose and is a binding obligation of such Guarantor.

13. **NATURE OF GUARANTY.** Guarantor acknowledges that Lender was willing to make the Loan to Borrower or is willing to provide additional advances only on the condition that Guarantor duly execute and deliver this Guaranty to Lender. Guarantor also acknowledges that Guarantor is an affiliate of Borrower and that the business organization of Borrower, Guarantor and their affiliates, if any, is such that the Loan will benefit Guarantor either (a) because Guarantor is a direct or indirect investor in Borrower, or (b) because the proceeds of the Loan will enable Borrower, or an affiliate of Borrower, to purchase assets at prices and on terms that will enhance the prospects of Guarantor, Borrower or their affiliates operating at a profit. Guarantor's liability under this Guaranty shall be open and continuous for so long as the Obligations exist. No payments made upon the Obligations will discharge or diminish the liability of Guarantor in connection with any remaining portions of the Obligations or any of the Obligations that subsequently arise or is thereafter incurred or contracted. Any married person who signs this Guaranty hereby expressly agrees that recourse under this Guaranty may be had against both his or her separate property and community property, whether now owned or hereafter acquired.

14. **FRAUDULENT CONVEYANCE/FRAUDULENT TRANSFER.** Notwithstanding any provision herein contained to the contrary, Guarantor's liability under this Agreement shall be limited to an amount not to exceed as of any date of determination the amount which could be claimed by Lender from Guarantor under this Agreement without rendering such claim voidable or avoidable under Section 548 of the Bankruptcy Code (Title 11, U.S.C.) or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law ("Avoidance Provisions") after taking into account, among other things, Guarantor's right of contribution and indemnification from each other guarantor, if any. To the end set forth above, but only to the extent that the obligations of Guarantor hereunder (the "Guarantee Obligations") would otherwise be subject to avoidance under the avoidance provisions, if Guarantor is not deemed to have received valuable consideration, fair value, fair consideration or reasonably equivalent value for the Guarantee Obligations, or if the Guarantee Obligations would render Guarantor insolvent, or leave Guarantor with an unreasonably small capital to conduct its business, or cause Guarantor to have incurred debts (or to have intended to have incurred debts) beyond its ability to pay such debts as they mature, in each case as of the time any of the Guarantee Obligations is deemed to have been incurred for the purposes of the Avoidance Provisions, the maximum Guarantee Obligations for which Guarantor shall be liable hereunder shall be reduced to that amount which, after giving effect thereto, would not cause the Guarantee Obligations as so reduced, to be subject to avoidance under the Avoidance Provisions.

15. **WAIVER OF GUARANTOR COMMON LAW RIGHTS.** Each Guarantor agrees that it shall have no right of subrogation, reimbursement or indemnity whatsoever and no claim against Borrower in any proceeding under Title 11 of the United States Code, as amended and no right of recourse to or with respect to any assets or property of Borrower or to any collateral for the Obligations, until payment in full of the Obligations.

16. **WAIVER OF DEFENSES.** Each Guarantor guarantees that the Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order of any Governmental Authority now or hereafter in effect. The Guarantee Obligations are independent of the Obligations of any other Guarantor or Borrower under any Loan Document. A separate action may be brought against each Guarantor to enforce this Agreement, whether or not any action is brought against Borrower or whether or not the Borrower is joined in any such action. The liability of each Guarantor hereunder is irrevocable, continuing, absolute and unconditional and the Guarantee Obligations of each Guarantor hereunder, to the fullest extent permitted by applicable law, shall not be discharged or impaired or otherwise effected by, and each Guarantor hereby irrevocably waives any defenses to enforcement it may have now or in the future by reason of:
    a. any illegality or lack of validity or enforceability of any Obligation or any Loan Document or any related agreement or instrument;
    b. any change in the time, place or manner of payment of, or in any other term of, the Obligations or any other obligation of Borrower under any Loan Document, or any rescission, waiver, amendment or other modification of any Loan

Document or any other agreement, including any increase in the Obligations resulting from any extension of additional credit or otherwise;

c. any taking, exchange, substitution, release, impairment or non-perfection of any collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for the Obligations;
d. any manner of sale, disposition or application of proceeds of any collateral or other assets to all or part of the Obligations;
e. any default, failure or delay, willful or otherwise, in the performance of the Obligations;
f. any change, restructuring or termination of the corporate structure, ownership or existence of any Borrower or any of its Subsidiaries or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower or its assets or any resulting release or discharge of any Obligation;
g. any failure of Lender to disclose to any Borrower any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Borrower now or hereafter known to Lender each Guarantor waiving any duty of the Lender to disclose such information;
h. the failure of any other Person to execute or deliver this Agreement or any other guaranty or agreement or the release or reduction of liability of any Guarantor or other guarantor or surety with respect to the Obligations;
i. the failure of Lender to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of any Loan Document or otherwise;
j. any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Borrower against Lender; or
k. any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Loans or any existence of or reliance on any representation by Lender that might vary the risk of any Guarantor or otherwise operate as a defense available to, or a legal or equitable discharge of, any Borrower or any other guarantor or surety.

17. **WAIVER OF STATUTE OF LIMITATIONS AND LACHES.** The Guarantor waives the benefit of any statute of limitations or common-law laches with respect to this Guaranty or any agreement, document or instrument relating to the Obligations.

18. **FINANCIAL INFORMATION AND CREDIT BUREAU AUTHORIZATION.** Guarantor will provide Lender with a certified balance sheet, income statement, and other financial information in a format acceptable to Lender, upon request. Failure to provide such financial information may constitute default under this Guaranty and an event of default under the loan(s) subject to this Guaranty, at Lender's discretion. Guarantor authorizes Lender to obtain business and or personal credit bureau reports on Guarantor at any time.

19. **NONRELIANCE ON LENDER.** Guarantor represents and warrants to Lender that Guarantor has a direct and substantial economic interest in Borrower and expects to derive substantial benefits from Borrower and from any loans and financial accommodations resulting in the creation of the Obligations. Guarantor has had a full and adequate opportunity to review any Loan Documents, the transaction that such documents contemplate, Borrower's financial condition, the extent and condition of any collateral securing the Obligations, Borrower's ability to pay and perform the Obligations, and all related facts. Guarantor shall at all times keep itself fully informed on all such matters, and agrees not to rely on Lender or its officers, employees, agents or consultants for any such information. Guarantor represents and warrants to Lender that: (1) Guarantor is executing this Guaranty voluntarily based on Guarantor's own personal knowledge of the Borrower and Borrower's financial affairs; (2) Lender has made no representations or assurances to Guarantor regarding the financial affairs of Borrower, or the financial condition of Borrower, the condition or extent of any collateral securing any of the Obligations, or the Borrower's operations now or in the future; (3) Guarantor is not relying on Lender to provide information concerning the financial condition of Borrower, the condition of extent of any collateral securing any of the Obligations, or the Borrower's operations now or in the future; (4) Lender has made no representations to Guarantor concerning the effect of this Guaranty on or as to the rights, duties or liabilities of Guarantor or of the Borrower, either individually or between or among themselves; (5) Lender has no duty, at any time, to disclose to Guarantor any information about any such matters; (6) If Lender in its discretion provides any such information, Borrower agrees it will not rely thereon for any purpose without Guarantor's independent verification thereof, and that the mere provision of such information on one occasion does not obligate Lender to provide any further information on other or future occasions.

20. **DEFAULT/BANKRUPTCY.** In the event, of (1) default by Borrower in the payment of any Obligations or in the terms or conditions of any Loan Document(s), evidencing or securing the Obligations; (2) the death, dissolution or failure of business of Borrower or any Guarantor; (3) a petition in bankruptcy is filed by or against Borrower or any Guarantor; or (4) Borrower or any Guarantor is named as a defendant in any foreclosure or collection action, Lender may, upon the happening or such event or any time thereafter at Lender's discretion, declare all Obligations immediately due and payable without further demand or notice and may enforce this Guaranty directly against any Guarantor or Guarantor's estate without first exercising any rights or remedies against Borrower, Borrower's estate, any collateral held as security regardless of when such security was obtained, or any other party which may be liable to Lender with regard to all or any portion of the Obligations, including any other guarantors.

21. **RECOVERY OF PREFERENCE.** Guarantor agrees that if, at any time, all or any part of the payment previously applied by Lender to any of the Obligations must be returned by Lender for any reason, whether by court or administrative order, or settlement, Guarantor remains liable to the extent of their maximum liability, for the full amount returned as if such had never been received by Lender, notwithstanding any termination of this Guaranty or the cancellation of any note(s) or other documents or agreements evidencing the Obligations.

22. **GUARANTOR'S CLAIMS AGAINST BORROWER.** The Guarantor subordinates the payment, satisfaction and performance of any rights to payment, offset, or other claims it holds against Borrower of any nature to the payment, performance and satisfaction of any and all Obligations of Borrower to the Lender, and Guarantor hereby subordinates all present and future interest(s) of Guarantor in and to any and all property and assets now owned or hereafter acquired by Borrower to the security interests, liens, and other interests of the Lender therein. Guarantor agrees that in the event of any distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of Borrower among its creditors or upon any Obligations of Borrower, accruing by reason of the liquidation, dissolution or other winding up of Borrower, or by reason of any foreclosure or execution sale, or receivership, insolvency or bankruptcy proceedings, or proceedings for reorganization or readjustment of Borrower or its properties, or otherwise, then in any such event, the Lender shall be preferred in the payment of its claims over any claims of Guarantor against Borrower of any of its assets or properties, and the claims of the Lender shall be first paid and satisfied in full before any payment or distribution of any kind or character, whether in cash, property or securities, shall be made to Guarantor. Nothing herein shall be construed as an undertaking on the part of the Lender to make any loan to Borrower.

23. **ENFORCEABILITY.** Guarantor has unconditionally delivered this Guaranty to Lender; failure to sign this Guaranty or any other guaranty agreement by any other person will not discharge the liability of any Guarantor who executes this Guaranty. Each Guarantor's liability is not conditioned on the liability or performance of any other person. This Guaranty remains fully enforceable despite any defenses which Borrower may assert regarding the Obligations, including but not limited to, failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction, usury, claims based on impairment of collateral, or filing a petition for discharge in bankruptcy. The liability of each Guarantor is absolute and unconditional and is not conditioned on contingent on any other party signing this Guaranty or the obtaining of any security on any of the Obligations. Lender's release of any Guarantor does not diminish or impair any other Guarantor's liability.

24. **OPPORTUNITY TO REVIEW.** Guarantor acknowledges that before executing this Guaranty: (a) Guarantor has had the opportunity to review it with counsel of Guarantor's choice; (b) Lender has recommended that Guarantor obtain separate counsel, independent of Borrower's counsel, for this Guaranty; and (c) Guarantor has carefully read this Guaranty and understood the meaning and effect of its terms.

25. **ERRORS AND OMISSIONS.** Without in any way limiting the foregoing, Guarantor hereby waives all defenses in connection with Lender's administration of the loan and any other error, omission, action, or inaction of Lender that changes the scope of Guarantor's risk including, but not limited to, failure of Lender to take or perfect a security interest or lien upon any collateral, Lender's release of collateral to Borrower or a third party, or any action affecting Guarantor's subrogation rights. Without in any way limiting the generality of any waiver in this Guaranty, Guarantor waives any defense that Guarantor could otherwise assert based on any act or omission of Lender that alters the scope of Guarantor's risk. Guarantor's liability under this Guaranty shall continue even if Lender alters any of the Obligations or Loan Documents in any way or if Lender's remedies or Guarantor's remedies or rights against Borrower are in any way impaired or suspended without Guarantor's consent. If Lender performs any action described in this paragraph, then Guarantor's liability shall continue in full force and effect even if Lender's actions adversely affect Guarantor, alter the scope of Guarantor's risk, or expand Guarantor's liability.

26. **ESTOPPEL CERTIFICATE.** Guarantor shall, within ten days after Lender's request, deliver to Lender a certificate, in form and substance reasonably satisfactory to Lender, confirming that: (a) this Guaranty remains in full force and effect and has not been waived, discharged, or released; and (b) Guarantor has no defenses or offsets against its obligations under this Guaranty.

27. **MARSHALING.** Guarantor expressly waives an equitable right to require the marshaling of assets in connection with the exercise of any remedies permitted by applicable law and agrees not to require Lender, prior to exhausting its remedies against Guarantor, to exhaust its remedies against any other Borrower or guarantor.

28. **RIGHT TO SETOFF.** In addition to all liens upon and rights of setoff against the moneys, Collateral or other property of Guarantor given to Lender by law, Lender shall have, with respect to Guarantor's obligations to Lender under this Guaranty, and to the extent permitted by law, a contractual possessory security interest in and a right of setoff against, and Guarantor hereby assigns, conveys, delivers, pledges and transfers to Lender all of Guarantor's right, title and interest in and to, any stock owned by Guarantor held by Lender in connection with the Obligations and to moneys of Guarantor now or hereafter held in any Funds Held Account with Lender, whether or not held jointly with someone else. Every such security interest and right of setoff may be exercised without demand upon or notice to Guarantor. No security interest or right of setoff shall be deemed to have been waived by any act or conduct on the part of Lender or by any neglect to exercise such right of setoff or to enforce such security interest or by any delay in so doing. Every right of setoff or security interest shall continue in full force and effect until such right of setoff or security interest is specifically waived or released by instrument in writing executed by Lender.

29. **SEVERABILITY.** The terms and provisions of this Guaranty are severable. A determination that any portion of this Guaranty is void or unenforceable shall not affect the validity or enforceability of the remaining portions of this Guaranty.

30. **COLLATERAL.** This Guaranty is unsecured.

31. **ADDITIONAL TERMS:** ☐ If this box is checked, additional provisions are specified on the Addendum attached to this Guaranty.

Dated: 9/26/2023

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

Sunterra Enterprises Inc., Corporation

DocuSigned by:

By: Ray Price
90E69F06DEC345F...

Ray Albert Price, President

DocuSign

## Certificate Of Completion

Envelope Id: 9CDE142559624651A26FEC757BEF09AF
Subject: Compeer Documents for eSignature - Sunterra
Source Envelope:
Document Pages: 38
Certificate Pages: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 26
Initials: 0

Status: Sent

Envelope Originator:
Barbara Johnson
1921 Premier Drive
Mankato, MN 56001
barbara.johnson@compeer.com
IP Address: 208.88.229.253

## Record Tracking

Status: Original
9/26/2023 3:23:04 PM

Holder: Barbara Johnson
barbara.johnson@compeer.com

Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Nicholas Rue<br>Nic.rue@compeer.com<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | Sent: 9/26/2023 4:30:27 PM |
| Ray Price<br>ray.price@sunterra.ca<br>President<br>Security Level: Email, Account Authentication (None), Access Code<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 9/26/2023 9:04:55 PM<br>ID: 9739af59-7f6b-4f4f-8bdc-f23ea8e7c440 | DocuSigned by:<br>Ray Price<br>90E6BF06DEC54BF...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 147.92.79.7 | Sent: 9/26/2023 4:30:26 PM<br>Viewed: 9/26/2023 9:04:56 PM<br>Signed: 9/26/2023 9:07:54 PM |
| Debbie Uffelman<br>deb.uffelman@sunterra.ca<br>Security Level: Email, Account Authentication (None), Access Code<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 9/27/2023 9:51:16 AM<br>ID: 633829be-47a3-41dd-8366-bc21e91e7fd7 | DocuSigned by:<br>Debbie Uffelman<br>6B56E37CAED94CD...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 147.92.79.2 | Sent: 9/26/2023 4:30:26 PM<br>Viewed: 9/27/2023 9:51:16 AM<br>Signed: 9/27/2023 9:53:10 AM |
| Barbara Johnson<br>barbara.johnson@compeer.com<br>Sr Closing Coordinator Food and Agribusiness<br>Compeer Financial<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via DocuSign | | Sent: 9/26/2023 4:30:27 PM |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
| --- | --- | --- |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 9/26/2023 4:30:27 PM |
| Payment Events | Status | Timestamps |

Electronic Record and Signature Disclosure

Electronic Record and Signature Disclosure created on: 12/1/2021 4:35:49 PM
Parties agreed to: Ray Price, Debbie Uffelman

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| Assn. | B.O. No. | CIF No. | Loan No. | Product Code | Coll. Code | Customer Name | Commitment Amount |
|---|---|---|---|---|---|---|---|
| 53 | 74 | 4419639 | 1340860100 | 1009 | 1 | Lariagra Farms South, Inc. | $4,000,000.00 |

# PROMISSORY NOTE/LOAN AGREEMENT

CF300 (5/23)

**LENDER:** Compeer Financial, PCA
PO Box 810
Sun Prairie, WI 53590

**NOTE DATE:** August 28, 2023
**MATURITY DATE:** July 01, 2024
**LOAN AMOUNT:** $4,000,000.00

**TYPE OF LOAN:** Revolving Line of Credit (RLOC)

**TYPE OF INTEREST RATE:** Adjustable Rate Prime Rate Based

**STATED INTEREST RATE:** 9%

**ADJUSTABLE RATE PRIME RATE BASED: The initial annual rate of interest is equal to the Stated Interest Rate.** On the first day of each month the interest rate shall be adjusted by adding a margin of **0.5** percentage points to the index. This margin shall remain in effect until **September 1, 2023** at which time Lender may change the margin at its discretion, and Lender may continue to change the margin at successive intervals of **1** year(s) each thereafter. The index for adjustments is the prime rate reported on the tenth day of the month preceding the interest rate change date by the Wall Street Journal in its daily listing of money rates, defined therein as "the base rate on corporate Loans posted by at least 70 percent of the 10 largest U.S. banks." If a prime rate is not reported on the tenth day of a month, the prime rate reported on the first business day preceding the tenth day of the month will be used. If this index is no longer available, Lender will select a new index which is based upon comparable information.

**LOAN PAYMENTS:**
Interest-only Payments: Interest payments are payable **monthly** beginning on **October 01, 2023.** The remaining unpaid balance of the loan is payable in its entirety on the Maturity Date.

**DRAFT PROGRAM:**
Loan funds may be disbursed pursuant to the Draft Program Agreement set forth herein. The minimum draft amount is **$0.00.**

**COLLATERAL:** Payment of the Loan is secured by:
All existing and future security agreements from any Borrower/Debtor (and from third parties if so intended) to the Lender. All of the covenants and agreements contained in said security instruments are made a part of this note.

**DEFAULT ADD-ON RATE:**
2.0000% will be added to the interest rate that would otherwise be in effect for this Loan if Borrower defaults as explained in the Additional Provisions.

**FOR VALUE RECEIVED,** the undersigned Borrower, whether one or more, jointly and severally promise to pay to the order of the Lender at its office shown above on or before the Maturity Date the principal sum equal to the Loan Amount together with interest thereon from dates of disbursement until paid pursuant to the Lender's Individual Loan Pricing Program (the "Program"), as provided in the Additional Provisions ("Loan"). Borrower grants to the Lender, as security for the payment of this Loan and, if applicable, the other Obligations, as defined in the Additional Provisions, a present security interest or lien in the property described above and, if applicable, the other Collateral, as defined in the Additional Provisions.

Borrower acknowledges receipt of: a) pertaining to the Lender or the Lender's parent association, as applicable, the most recent annual report and most recent quarterly report, if more recent than the annual report; a copy of the Notice to Borrowers concerning investment, which includes a description of the terms and conditions under which equity is issued; capitalization bylaws and b) an Effective Interest Rate and Disclosure, a Truth in Lending Disclosure Statement, or a Closing Disclosure, as applicable.

THIS AGREEMENT INCLUDES THE PROVISIONS IN THE "PROMISSORY NOTE/LOAN AGREEMENT – ADDITIONAL PROVISIONS" AND THE PROVISIONS IN THE "ADDENDUM TO PROMISSORY NOTE/LOAN AGREEMENT"

**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

This is Exhibit "P" referred to in the Affidavit (or statuary declaration) of Arthur Price
sworn (or affirmed or declared) before me this 5 day of September, 2025

A Commissioner for Oaths in and for Alberta

Scott Chimuk
Barrister & Solicitor

Lariagra Farms South, Inc., a South Dakota Corporation

DocuSigned by:

By: Ray Albert Price

Ray Albert Price, President

# ADDENDUM TO PROMISSORY NOTE/LOAN AGREEMENT

Date: August 28, 2023 Loan Number: 1340860100

This Addendum is a part of, and contains additional terms and conditions for, a Promissory Note/Loan Agreement ("Note") dated August 28, 2023 in the principal sum of $4,000,000.00, evidencing a loan extended by Compeer Financial, PCA ("Lender") to Borrower. Unless waived in writing by the Lender, until all liabilities of the Borrower under this loan have been paid and satisfied in full, the Borrower covenants and agrees as follows:

1. Beginning 9-30-2023, and monthly thereafter within 30 days of the previous month end, Borrower is to submit on a monthly basis to Lender, a Borrowing Base Certificate signed by management personnel with complete inventories with all locations and sites of hog inventory identified current through the end of the preceding month.

   The principal balance of all debt obligations associated with Compeer Financial shall at no time exceed the Net Value for Eligible Collateral as herein defined: The borrowing base shall equal the aggregate value of market hogs valued at cost plus feed and supply inventory and prepaid expenses. The Net Value for Eligible Collateral shall equal 70% of the borrowing base plus 70% of accounts receivable from packers less then 60 days of age, plus 100% hedge account liquidation value minus accounts payable minus outstanding checks.

   Any and all loan advances and disbursements shall be limited to the Total Eligible Borrowing Base being above the outstanding loan balance and accrued interest as determined by the borrowing base formula set forth in the Borrowing Base Certificate. If outstanding loan balance at any time exceeds the Total Borrowing Base, the outstanding loan balance must be reduced to the Total Eligible Borrowing Base within 30 days; if not so reduced Lender may declare the loan into default.

2. To furnish to Lender, interim financials consisting of a balance sheet and income and expense statement and, or a projected income and expense statement, as requested by Lender.

3. To maintain an owner equity percentage of 50% at all times. Owner equity percentage is calculated by dividing the difference between total assets and total liabilities by the total assets from the balance sheet. Classification and valuation of assets and liabilities are to be determined by Lender in accordance with the Lender's procedures. The notes associated with Shareholders and Lariagra Farms Ltd. will be viewed as equity due to debt subordination agreements.

4. Borrower covenants and agrees that any and all proceeds of Borrower's hedging account shall first be utilized for the repayment of this loan, and that Borrower shall not utillze any of such hedging account proceeds for any other purpose unless and until this loan shall be indefeasibly paid in full.

5. Borrower shall keep true, complete and accurate books, records and accounts in accordance with the Farm Financial Standards Council's Financial Guidelines for Agricultural Production consistently applied or generally accepted accounting principles consistently applied and furnish to Lender: Beginning 12/31/2023, and annually thereafter, within 30 days after the end of such period, a balance sheet and a cumulative income statement from the beginning of each fiscal year through the end of such period. Both the balance sheet and the income statement will need to be certified as correct (subject to year end adjustments) by an appropriate authorized officer of the business, and they may be unaudited.

6. Sunterra Enterprises Inc, to furnish to Lender, a balance sheet and a cumulative statement of profit and loss from the beginning of each fiscal year through the end of such period, as requested by Lender.

# PROMISSORY NOTE/LOAN AGREEMENT - ADDITIONAL PROVISIONS

Date: August 28, 2023 Loan Number: 1340860100

**1. INDIVIDUAL LOAN PRICING PROGRAM:** The Program provides for charging differential interest rates according to loan classes determined by criteria adopted by the Lender from time to time, such as type of loan, purpose, amount, quality, funding costs, operating costs, servicing costs, and competitive interest rates. There are separate types of loans and interest rates under the Program, each having a different rate of interest, and the loans within each class are assigned to an interest rate category. It is possible that the particular rate for each class of loan may differ among such geographical areas as may be designated from time to time. In the event that Borrower defaults under the terms or conditions of any promissory note, membership agreement, mortgage or other security document, or any amendatory agreement to any of these, the Lender at its option may adjust this Loan to any less favorable interest rate category then offered or maintained by Lender for loans of this type. The higher interest rate shall become effective immediately upon placement of this Loan into the less favorable interest rate category by Lender, and the Loan may, at the option of Lender, remain in the less favorable interest rate category for the remaining term of the Loan, regardless of whether Borrower later cures the default. Lender shall not place the Loan into a less favorable interest rate category unless Lender has first given Borrower written notice of the default, and Borrower fails to cure the default within 60 days after Lender has given the notice. In addition to adjusting the Loan to a less favorable interest rate category, Lender may also charge the higher default interest rate described below.

**2. INTEREST CALCULATION METHOD:**
Interest may be based upon a 360- or 365-day year as the Lender may determine.

**3. ADJUSTABLE OR VARIABLE INTEREST RATES:** If the Loan has an adjustable or variable interest rate, Borrower will be notified in writing of any change in an interest rate tied to an external index not later than 45 days after the effective date of the change, or if the interest rate is not tied to an external index, not later than 10 days after the effective date of the change, or if this Loan is subject to Truth in Lending, not later than the notice period required under the Truth in Lending Act and implementing regulations. Notwithstanding the foregoing or any provision herein to the contrary, in no event shall the interest rate be less than 0.0000% per annum.

**4. DEFAULT RATE OF INTEREST:** If Borrower defaults under this document, any unpaid installment of principal or interest shall bear interest from the date of default until the default is cured or maturity of the Loan is accelerated by reason of default at a rate equal to the interest rate for this Loan that would otherwise be in effect during the period of default plus the Default Add-On Rate per annum (the "default rate"), and the amount of such interest in excess of interest otherwise accruing in the absence of default shall be immediately due and payable. At maturity or upon acceleration of maturity by reason of default, the entire indebtedness including all principal, interest and advancements shall bear interest until paid at the default rate in effect at the time of maturity or acceleration of maturity, as the case may be.

**5. DISBURSEMENTS OF PRINCIPAL:** Disbursements of principal may be made at various times at Borrower's request, subject to the provisions of this paragraph. Repayments of principal under a Revolving Line of Credit reinstate the Loan commitment, subject to the terms of this document, but the total of the unpaid balance of future advances together with the existing indebtedness hereunder, in the aggregate at any one time outstanding, shall not exceed the Loan Amount; otherwise, repayments of principal do not reinstate the Loan commitment, and total disbursements, in the aggregate, shall not exceed the Loan Amount. The Lender may withhold further disbursements if it determines that: (a) the value of the Collateral is insufficient; (b) the Loan proceeds have been used for purposes not approved by the Lender; (c) Loan Payments have not been made in accordance with the repayment plan contained in this Note; or (d) an event has occurred which entitles the Lender to accelerate maturity of the Loan. If this Loan is a Revolving Line of Credit, Borrower agrees that disbursements shall be requested and used primarily for business, commercial or agricultural purposes and not for personal, family, household or other consumer purposes.

**6. DRAFT PROGRAM AGREEMENT:** The Borrower may draw Loan funds using the draft forms furnished by the Lender, subject to the following terms and conditions:

(a) The Borrower authorizes and directs the Lender and its duly authorized agents to accept drafts made or drawn by any Borrower and to disburse Loan funds accordingly, as specified in this document; however, Borrower agrees not to use drafts as payments on this or other Obligations of the Borrower. The Borrower may be charged a reasonable fee for this program and the cost of printing drafts.

(b) The Borrower jointly and severally accepts responsibility for all disbursements made pursuant to this authorization and direction. The Lender shall not be obligated to inquire as to whether the Borrower has issued specific directions for any particular draft or to determine whether the Borrower has received the benefit of the proceeds of any particular draft before honoring such draft. Drafts may be deposited directly into the bank account of any Borrower.

(c) The minimum amount for which each draft may be written is the Minimum Draft amount. In the event that Borrower writes any draft for an amount below this minimum, the Lender may charge Borrower a reasonable fee for each draft that is not in compliance.

(d) Drafts may not be written in excess of the undisbursed Loan commitment. The Lender reserves the right to revoke all future draft privileges without notice to the Borrower in the event of an overdraft and the right to reject drafts that are not written for purposes specified in the Loan documents or pursuant to these terms and conditions. In the event that Lender chooses to honor a draft which exceeds the available Loan commitment, Borrower is liable for full repayment of the funds thus borrowed, plus interest, and Lender may charge Borrower a reasonable overdraft fee.

(e) The Borrower agrees to immediately notify the Lender in the event one or more drafts are lost, stolen, destroyed or otherwise misused and to indemnify the Lender and hold the Lender harmless from any loss or claim if any draft is lost, stolen, forged, altered or otherwise misused if the Lender did not have notice of the same at least 24 hours prior to honoring such draft.

(f) The Borrower may stop payment on a draft by request to the Lender. The Borrower will be charged a reasonable fee for each stop-payment order and agrees to reimburse the Lender for all damages, costs and expenses as a result of the Lender's refusal to honor such draft. The Lender shall not be liable in the event the draft is honored following a stop-payment order if such order is not received in sufficient time to permit dishonor.

(g) This authorization and direction shall be effective as to this and, with the Lender's approval, other existing and future Loans to the Borrower and shall continue in force and effect until the Lender receives written notice of revocation signed by the Borrower, provided the privilege of using drafts may be withdrawn by the Lender and unused drafts must be surrendered to the Lender on demand.

**7. FUNDS HELD PROGRAM:** Lender may offer a Funds Held Program ("Program") that allows Borrower to make advance conditional payments on designated loans. Lender reserves the right, in its discretion, to amend or terminate the Program. The following terms and conditions apply to all Program accounts in connection with loans from Lender.

(a) Subject to Lender's rights to direct the application of payments, an advance payment made to be applied to future maturities on the Loan will be placed in a Program account ("Account") as of the date received. If a special prepayment of principal is desired, Borrower must so specify when an advance payment is made.

(b) Interest will accrue on funds in the Account at such times and at such rates as per Lender's Program. Lender may change the interest rate or accrual period from time to time without notice. The Program may provide for different interest rates for different categories of loans.

(c) When a Loan installment or other related charge becomes due, funds in the Account for this Loan will be automatically applied on the due date toward payment of the installment or related charge. Any accrued interest in the Account will be applied first. If the funds in the Account are not adequate to pay the entire installment or related charge, Borrower must pay the difference by the installment due date.

(d) Funds received after a Loan installment or related charge has been billed will be applied to the installment or related charge due. Funds received in excess of the billed installment amount or related charge will be placed in the Account. Even though no installment or related charge is due, Lender may, at its option, apply funds from the Account without notice to Borrower as follows:

-- Protective Advances. If Borrower fails to pay when due other items Borrower is required to pay pursuant to any Loan document, Lender may apply funds in the Account to pay them.

-- Account Ceiling. If the Account balance exceeds the unpaid balance on the Loan, Lender may apply the funds in the Account to pay off the loan and will return any excess funds.

-- Transfer of Security. If Borrower sells, assigns, or transfers any interest in any collateral for the Loan, Lender may apply the funds in the Account to the remaining Loan balance.

-- Deceased Borrowers. If all Borrowers are deceased, Lender may apply the funds in the Account to the remaining Loan balance.

-- Termination of Program. If Lender decides to terminate the Program, it may apply all funds in the Account to the remaining Loan balance effective on the termination date.

(e) Lender may, in its discretion, permit Borrower to withdraw funds from the Account in accordance with Lender's Program.

(f) Neither the advance payments nor the accrued interest in an Account are insured by a governmental agency or instrumentality. If Lender is placed in liquidation, Borrower shall be sent by the receiver such notices as required by FCA regulations then in effect. Such regulations currently provide for advance notice from the receiver that funds in the Account will be applied to the Loan and that funds in the Account will not earn interest after the receiver is appointed.

**8. LOAN PAYMENTS:** If the Loan is payable in installments and the period from the day interest begins to the due date of the first installment is more than the interval between installments, there may be an interest only payment due one installment interval prior to the due date of the first installment, or the interest may be included in the first installment at the option of the Lender, but if such period is less than the interval between installments and principal and interest are payable in equal installments, then the first installment will be decreased by the amount of interest not yet accrued for that installment. The final installment may be more or less than preceding installments, if any, and any periodic adjustments to the interest rate will result in corresponding changes in the amount of installments, if the Loan is payable in installments, or the amount due at maturity. The Borrower may make advance payments in any amount and at any time without penalty. Prepayments shall, at the option of the Lender, (a) be held by the Lender and then applied to installments of principal and interest next scheduled to mature in the order of maturity, (b) be immediately applied to payment of principal then outstanding, resulting in a reamortization of the remaining balance of the Loan over the remaining term under the existing payment plan and in a corresponding reduction in the amount of future installments of principal and interest, or (c) be immediately applied to payment of principal then outstanding, with, if amortized, a corresponding reduction in the number of future installments of principal and interest in the inverse order of maturity, thus discharging the Loan at an earlier date; provided, in any event, the Lender may, at its option, first apply any such prepayments to the payment of interest accrued to the date of prepayment.

**9. PERSONAL PROPERTY AND FIXTURES:** The following subsections (1) and (2) including the definitions apply, in addition, only if the collateral described on the Promissory Note/Loan Agreement, and each addendum thereto, includes personal property or fixtures:

(1) **Obligations and Collateral.** The Borrower grants to the Lender as security for the payment and performance of this Loan and the other Obligations a security interest in all of the Borrower's rights, title, and interest in the Collateral, including all rights to transfer an interest in the collateral. "Obligations" means this Loan and all other loans and advances by the Lender (except any loan extended solely to one or more rural homeowners, as that term is defined in 12 C.F.R. § 613.3030) including:

(a) existing and future indebtedness, liabilities, and other obligations of the Borrower to the Lender of any kind, absolute or contingent, due or to become due, arising out of existing or future credit granted by the Lender to the Borrower, or any one or more of them, and all extensions and renewals thereof from time to time; and

(b) all costs incurred by the Lender in enforcing its rights under this document with interest, including attorney's fees and legal costs.

"Collateral" includes:

(a) the property described on the Promissory Note/Loan Agreement and each addendum thereto;

(b) all additions, accessions, replacements, and substitutions of the Collateral and property of similar type or kind now owned or hereafter acquired by the Borrower; and

(c) to the extent not included in (a) or (b) as original Collateral, all products and proceeds of the Collateral.

(2) **Warranties and Agreements:** The Borrower warrants and agrees that:

(a) The Borrower is the absolute owner of the Collateral free from any encumbrances, liens, security interests, or equity interests, except for the security interest granted herein and except as disclosed by the Borrower to the Lender in writing.

(b) The Borrower shall:

(1) care for the Collateral and not permit its value to be impaired;

(2) keep the Collateral free from all encumbrances, liens, and security interests, other than those created or expressly permitted herein;

(3) defend the Collateral against all claims and legal proceedings by persons other than the Lender;

(4) pay and discharge when due all taxes, license fees, levies, and other charges upon the Collateral; and

(5) immediately inform the Lender in writing of any change in Borrower's address or the location of the Collateral. Loss of or damage to the Collateral shall not release the Borrower from any of the Obligations. Upon demand, the Borrower will provide additional collateral acceptable to the Lender.

(c) At the Lender's request, the Borrower shall keep all Collateral and the Lender's interest in it insured under policies naming the Lender as loss payee, with provisions, coverages, amounts, and by insurers satisfactory to the Lender, and the Borrower shall furnish Lender satisfactory evidence of such insurance.

(d) The Borrower shall pay all expenses which are permitted to be recovered from the Borrower by applicable law and, upon request, take any action reasonably deemed advisable by the Lender to preserve the Collateral or to establish, determine the priority of, perfect, continue as perfected, preserve, enforce or terminate the Lender's rights and interest in the Collateral.

(e) The Lender is authorized to examine the Collateral at reasonable times.

(f) The Borrower shall not dispose of any of the Collateral without the authorization of the Lender and, except as otherwise agreed to in writing by the Lender, shall apply the proceeds of all dispositions of the Collateral to payment of this Loan.

(g) The Borrower understands that the unauthorized disposition of Collateral with intent to defraud the Lender constitutes a federal criminal offense.

(h) The Borrower hereby authorizes the Lender to file all financing statements describing the Collateral, and all amendments thereto, in any offices as the Lender, in its sole discretion, may determine. The Borrower hereby also authorizes the Lender to file all effective financing statements describing the Collateral pursuant to 7 U.S.C. Section 1631, and all amendments thereto, in any offices as the Lender, in its sole discretion, may determine.

(i) If the Collateral includes federal or state government program entitlements or payments, the Borrower shall execute and deliver to the Lender all assignments, transfers, and other documents required by the Lender to transfer, convey, and assign to the Lender all such federal and state government program entitlements, payments, rights to payment whether or not earned by performance, accounts, general intangibles, and benefits.

(j) All terms in this Agreement that are defined in the Uniform Commercial Code, as enacted in the state in which Lender's office originating this Loan is located and as amended from time to time ("UCC"), shall have the meanings set forth in the UCC unless the context clearly requires otherwise. The meaning of a term hereunder shall automatically change on the effective date of each amendment to the definition of such term in the UCC.

(k) For each Borrower that is not an individual, the legal name of each such Borrower is as set forth in the Note or an addendum thereto. No Borrower has used any trade name, assumed name, or other name except those set forth in the Note or an addendum thereto. The Borrower shall give the Lender written notice at least 30 days before the date of:

(1) any change in any Borrower's name or

(2) any use by any Borrower of another name.

(l) If any Borrower is a Registered Organization, as that term is defined in the UCC, all information provided by the Borrower to the Lender concerning the state(s) of organization for the Borrower is true, accurate, and complete. No Borrower shall change its state of organization without the prior written consent of the Lender. Borrower shall provide the Lender with written notice at least 30 days before the date any Borrower takes any action to change its state of organization.

(m) If any Borrower is an individual or an entity that is not a Registered Organization, all information provided by the Borrower to the Lender concerning the address of an individual Borrower's residence or the address of the chief executive office of an entity that is not a Registered Organization is true, accurate, and complete. No individual Borrower shall change that address of residence without providing written notice to the Lender at least 30 days before the effective date of such address change. No Borrower that is an entity that is not a Registered Organization shall change that address of the chief executive office without providing written notice to the Lender at least 30 days before the effective date of such address change. Each Borrower who is an individual shall give Lender written notice at least 30 days before any change in Borrower's name, or a name change on Borrower's driver's license or other state-issued identification ("Driver's License"), or expiration, renewal or replacement of Borrower's Driver's License. Each Borrower gives Lender authority to periodically inspect their Driver's License.

(n) To the extent that the Borrower uses proceeds of the Loan extended by the Lender to purchase Collateral, Borrower's repayment of the Loan shall apply on a "first-in-first-out" basis so that the portion of the Loan used to purchase a particular item of the Collateral shall be paid in the chronological order the Borrower purchased the Collateral.

Borrower agrees to deliver upon the request of the Lender such additional or corrected documents, drafts or instruments as the Lender may deem necessary at any time.

**10. FINANCIAL RECORDS:** The Borrower agrees to maintain complete and accurate financial books and records for Borrower's business, permit access by the Lender and to provide periodic financial information as requested by Lender in a form acceptable to Lender.

**11. PAYMENTS BY LENDER:** The Lender is authorized but not obligated to pay the following items and charge them to the Loan with interest at the rate or rates then applicable to this Loan:

(a) amounts required to pay prior liens on the Collateral;

(b) the cost of insurance carried by the Borrower in connection with this Loan or any financially related service offered by or through the Lender;

(c) appraisal and title evidence costs, recording and filing fees, and similar items;
(d) amounts required for the Borrower to acquire and maintain stock or participation certificates in the Lender or the Lender's parent association, as applicable; and
(e) any accrued interest hereunder that is not paid when due;
(f) any fees or charges assessed in connection with any loan, loan servicing action, or other service, including optional financial services provided by or through Lender;
(g) any letters of credit issued for or on behalf of Borrower;
(h) any sums Lender determines necessary to protect Lender's interest in any Collateral security pursuant to this Note or any other loan document; and
(i) any items or charges necessary to close the Loan.

**12. EVENTS OF DEFAULT:** Each of the following constitutes a default by Borrower under this document:
(a) the failure to perform any warranty or agreement contained in this document or in any instrument securing payment of this Loan or related to this Loan;
(b) default under any other promissory note executed by the Borrower, or any one or more of them, and payable to the Lender (except any promissory note executed solely by one or more rural homeowners, as that term is defined in 12 C.F.R. § 613.3030);
(c) default under any lease executed by the Borrower, or any one or more of them, under which the Lender is the Lessor, and, it shall also be an event of default under this document if an event of default occurs on any other loan or lease that any Borrower has with either the Lender's parent association or any subsidiaries of the Lender's parent association;
(d) any statement or report furnished by the Borrower to the Lender is false in any material respect;
(e) any Borrower provides false, misleading or incomplete information to Lender for the purpose of influencing the decision(s) of Lender;
(f) any Borrower engages in any unlawful activity;
(g) any Collateral is lost, stolen, substantially damaged, destroyed, or, without the Lender's consent, sold or encumbered;
(h) any Borrower or guarantor dies, is dissolved, or the commencement of any proceeding by or against any Borrower or guarantor under the provisions of any bankruptcy or insolvency laws;
(i) the Lender, in good faith, deems itself insecure or determines that the prospect of payment of this Loan or the prospect of performance of this or any other instrument securing this Loan or relating to it is impaired;
(j) the use of loan proceeds for purposes not approved by the Lender; or
(k) any provision of any of the Loan documents shall for any reason cease to be legal, valid and binding on Borrower or any guarantor, or Borrower or any guarantor state so in writing.

**13. LENDER'S REMEDIES:** Lender, in addition to other rights provided in this document or by law or agreement, may do any one or more of the following if Borrower defaults under this document:
(a) declare this Loan and any or all other loans to Borrower or any one or more of them (except any loan extended solely to one or more rural homeowners, as that term is defined in 12 C.F.R. § 613.3030) immediately due and payable;
(b) require Borrower to reimburse the Lender for expenses incurred by the Lender in protecting or enforcing its rights under this document, regardless of whether Collateral is involved, including without limitation reasonable attorney's fees and legal expenses when permitted by law;
(c) as to Collateral which is personal property or fixtures, exercise all the remedies of a secured party under the Uniform Commercial Code including without limitation:
(1) without notice to the Borrower or judicial process peaceably enter upon any premises where the Collateral is located, take possession of it and remove it from the premises;
(2) require the Borrower to assemble the Collateral and make it available to the Lender at a place designated by Lender which is reasonably convenient to both parties;
(3) use and occupy the Borrower's premises to care for livestock collateral;
(4) appoint a receiver to marshal, preserve and manage the Collateral until judgment is obtained;
(5) care for and harvest the crops and dispose of them at private sale (at Borrower's expense) since crops are perishable and may decline speedily in value; and
(6) after deduction of expenses, the Lender may apply the proceeds of disposition to the Obligations as defined in security agreement(s) in effect between the Borrower and the Lender in the order and amounts the Lender elects.
(d) reduce or modify the Loan commitment amount or modify the terms and conditions upon which Lender may be willing to consider making advances.

Except in connection with a loan primarily made for the personal, household or family purposes of the Borrower, Lender may obtain the appointment of a receiver [including a general receiver if permitted by applicable law], to take possession of all collateral of the Borrower, including, but not limited to, all real property and personal property, and all facilities, fixtures and equipment leased, occupied or used by the Borrower. Borrower hereby irrevocably consents to the appointment of such receiver and agrees to cooperate and assist any such receiver as reasonably requested to facilitate the transfer of possession of the collateral to such receiver and to provide receiver access to all books, records, information and documents as requested by such receiver.

**14. ASSIGNMENT OF LOAN:** The Lender may not assign or otherwise transfer this Loan to any party other than AgriBank, FCB and its successors (the "Bank"), whether absolutely or as collateral security and whether in the ordinary course of business or otherwise, without the express written consent of the Bank. If this Loan is assigned or otherwise transferred to the Bank or another institution chartered pursuant to the provisions of the Farm Credit Act of 1971, as amended, ("Act") the interest rate hereunder may be established by such institution in accordance with the provisions of this document. If this Loan is assigned or transferred to a party not chartered under the Act, notwithstanding any contrary provision in this document, in the absence of maturity or acceleration, the following apply:
(a) If this is a Variable Rate loan or an Adjustable Rate Operating RLOC, adjustments in the interest rate will be made only on the dates occurring at successive intervals of one year each after the first day of the month and year of such assignment based upon an index and margin. The index will be the weekly average yield on United States Treasury securities, as made available by the Federal Reserve Board, adjusted to a constant maturity of one year.
(b) If this is an Adjustable Rate Capital RLOC or Adjustable Rate IT Loan, the interest rate will continue to be adjusted on the dates and intervals described therein based upon an index and margin. The index will be the same as for a Variable Rate Loan, except it will be adjusted to a constant maturity of a length equal to the length of the Interval between adjustments specified above (if U.S. Treasury yield figures are not available for this length, the U.S. Treasury yield figures which are available for the closest length of time which is shorter than the interval between adjustments will be used).
(c) For interest rate adjustments under (a) and (b), the margin will be the amount by which the interest rate in effect for this Loan at the time of the assignment, in the absence of default, exceeds the index that would have been effective for the date that this interest rate was established for this Loan (the last previous repricing date). The new interest rate will be calculated by adding the margin to the applicable current index and rounding the total to the nearest one-eighth of one percent, subject however, to the provision herein for a higher default rate. The current index will be the most recent index available as of 45 days before the date the interest rate is to be adjusted. If the applicable index is not available, the Lender will select a new index which is based upon comparable information. The interest rate shall never exceed the rate permitted by applicable law.
(d) If this is an Adjustable Rate Prime Rate Based Loan, the margin that is used for interest rate adjustments shall remain fixed for the remaining term of the Loan at the margin amount that is in effect at the time of the assignment.

**15. WAIVER:** The Borrower and other parties to this transaction (except the Lender), and each of them, whether principal, surety, guarantor, endorser, or other party, agree to be jointly and severally bound and, further, waive demand, protest, and notice of demand, protest, or nonpayment, and agree that the liability of each shall be unconditional without regard to the liability of any other party and shall not be affected by any indulgence, extension or extensions of time, renewal, waiver, release of any party or of any Collateral, or other modifications granted or consented to by the Lender. The rights and powers granted to the Lender hereunder shall not, nor shall any provision hereof, be waived except in writing signed by the Lender, and the provisions hereof shall not be modified, limited, or waived by any prior or subsequent course of dealing between the parties or between the Borrower and third parties or by any usage of trade. To the extent the Bank gives or has given value to the Lender in reliance hereon, either by way of loan or discount, the Borrower hereby waives any and all other defenses or right of offset which the Borrower or any of them may or might have against the Lender when this document is held by the Bank, its collateral custodian, or the successors or assigns of either.

**16. APPOINTMENT OF AGENT:** Each Borrower hereby appoints each of the other Borrowers as agent for the purposes of this Loan and, if applicable, the Obligations and agrees that Loan funds, dividends, stock retirement proceeds, and other distributions may be disbursed to or by order of any one or more of them, as the Lender may elect. This appointment shall continue until written notice of termination is received by the Lender.

**17. ASSOCIATION MEMBERSHIP:** Borrower agrees to purchase and maintain stock or participation certificates ("Stock") in the Lender or the Lender's parent association, as applicable, in amounts as may be required from time to time under the Capital Plan adopted by the Board of Directors pursuant to applicable Bylaws or under the policies or procedures of the Lender or the Lender's parent association, as applicable (such Bylaws, policies, or procedures, the "Capitalization Policy."). Borrower authorizes and directs the Lender to, without further authorization or direction from any Borrower, retain from any stock retirement proceeds paid to Borrower any amounts required to purchase participation certificates in the Lender or the Lender's parent association, as applicable, and to retain from any participation certificate retirement proceeds paid to Borrower any amounts required to purchase stock in the Lender or the Lender's parent association, as applicable, and to make such purchases on behalf of any one or more Borrower to the extent required by the Capitalization Policy and then distribute the net proceeds (if any) to any one or more Borrower, as the Lender may elect. Borrower grants to Lender a first priority security interest in and to all Stock now owned or hereafter acquired by Borrower as additional collateral for the obligations of Borrower to Lender. As more particularly described in the Lender's Bylaws, Borrower agrees that Lender shall have the right of set-off against all Stock in the event of a default by Borrower on any obligation of Borrower to Compeer Financial.

**18. REPORTING:** Lender, its agents, successors and assigns may report Borrower's name and information regarding this Loan and all of Borrower's past and future loans to credit reporting agencies.

**19. LENDER'S RIGHT TO INSURE COLLATERAL:** Unless you (the Borrower) provide us (the Lender) with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your Collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the Collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the Collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

**20. POWER OF ATTORNEY:** Borrower hereby irrevocably appoints the Lender as Borrower's attorney-in-fact to act for the Borrower with full authority in the place and name of the Borrower to take any action and to execute an instrument which the Lender may deem advisable to accomplish the purposes of this Agreement, including authority:

(a) to endorse, collect, sue for, compromise, and receive any drafts, instruments, documents, or moneys due in connection with the Collateral;

(b) to file any claims or take any action or institute any proceedings which the Lender may deem desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Lender with respect to any of the Collateral;

(c) to disburse funds including paying insurance premiums, taxes, liens, and other costs of preserving the Collateral; and

(d) to establish, determine priority of, perfect, continue as perfected, preserve, enforce, or terminate the Lender's rights and interests under this Agreement. The Lender may charge its expenses of doing so to any of the Obligations and the Borrower shall pay them upon demand with interest from the date each expense is incurred at the rate in effect on the date each expense is incurred on the applicable Obligation.

**21. AUTHORIZATION FOR ACCESS TO INFORMATION:** Borrower acknowledges and agrees that the verification or reverification of any information, whether contained in the Borrower's Loan application or in any other manner supplied by the Borrower to the Lender in connection therewith, may be made at any time by the Lender, its agents, successors, or assigns, either directly or through a credit reporting agency, from any source whether named in the Borrower's Loan application or otherwise provided to the Lender by the Borrower. Borrower authorizes and gives consent to Lender to provide to any guarantor the current outstanding balance and the payment and disbursement history of all loans of the Borrower guaranteed by the requesting guarantor. Borrower authorizes and gives consent to Lender to provide to any third-party pledger of Collateral for any of Borrower's loans the current outstanding balance and the payment and disbursement history of said loans.

**22. UNAUTHORIZED DISPOSITIONS AND FALSE STATEMENTS:** Borrower understands that it is a federal crime punishable by fine, imprisonment, or both to knowingly make any false statements in the Borrower's Loan application as applicable under the provisions of Title 18, United States Code, Section 1014. Borrower also understands that any unauthorized disposition of Collateral or the making of any false statement or report to the Lender in connection with a loan could result in civil and criminal consequences to the Borrower as applicable under the provisions of Title 18, United States Code, Sections 658 and 1014.

**23. PARTIES BOUND:** Each person signing the Note, other than the Lender, is a Borrower. The Obligations of all Borrowers are joint and several, and all Borrowers hereby acknowledge receipt of all proceeds of the Loan. This Agreement benefits the Lender, its successors, and assigns. This Agreement shall bind the Borrowers, the Borrowers' heirs, personal representatives, successors, and assigns, and all persons and parties who become bound as a Borrower under this Agreement.

**24. FEES CHARGED:** Lender has authority to charge and Borrower agrees to pay any reasonable fees and costs charged by Lender to amend the terms of this Loan. Borrower gives Lender authority to advance such fees and costs and charge them to the loan. If Borrower does not immediately repay such advance, interest at the default rate shall begin to accrue on the amount advanced. The absence of express authority in this Promissory Note/Loan Agreement to charge a specific fee or cost to Borrower shall not be construed as a prohibition on the charging of such fees or costs.

**25.CONSENT TO ELECTRONIC COMMUNICATIONS:** The terms of this paragraph shall not apply to transactions through which Borrower will obtain products or services which are used primarily for personal, family or household purposes. Borrower agrees that any "Communications" (as defined herein) directed to any one or more of the Borrowers by or on behalf of Lender or any of its affiliates or agents (as applicable, a "Communicator") may be provided in electronic form or transmitted by electronic means. As used herein, "Communications" means all notices, disclosures, documents and other communications given by or on behalf of a Communicator including, without limitation, all shareholder communications and any disclosures, notices, or communications relating to any transaction between any Borrower and Lender, but expressly excluding any notice required by law to be provided in paper form. Borrower acknowledges that electronic Communications entails risks (including the risk of interception by a third party) and hereby releases Lender and each Communicator from all liability relating to the electronic provision or transmission of Communications. Borrower agrees to provide Lender upon request with the e-mail address or addresses of Borrower and to notify Lender within 10 days of any change in e-mail address or addresses. Any Communication sent by e-mail will be deemed received when sent to the last e-mail address or addresses of any one or more of the Borrowers known by Lender. Any Communication digitally published by a Communicator on an internet website will be deemed received by Borrower when a Communicator has both published the Communication and notified Borrower that the Communication has been published. Transmission of any document as an "electronic record" containing Borrower's "electronic signature," as those terms are defined in applicable federal or state laws, or facsimile transmission of any document containing a facsimile of Borrower's signature, shall be as effective, enforceable and valid as if a paper version of such document were delivered containing such original written signature. Such document constitutes an original document for legal purposes. At any time, Borrower may request a paper copy of any record made available to Borrower electronically. Any Borrower may revoke the consent to receive electronic Communications contained in this paragraph by sending thirty (30) days prior written notice of such revocation, signed by all of the Borrowers, to Lender by certified mail, return receipt requested.

**26. NOTICES:** Except as required by statute or regulation, all Communications to Borrower provided for under the Promissory Note/Loan Agreement will have been duly given and will be effective on the earliest of the following dates if addressed to the last address known by the Lender of any one or more of the Borrowers: (a) when personally delivered to any Borrower; (b) the first business day after being delivered prepaid (or pursuant to an invoice arrangement) to a reputable overnight courier service; (c) three business days after being deposited in the mail; or (d) the day sent by e-mail or other electronic means as provided in Section 25.

**27. MISCELLANEOUS:** The Borrower agrees to deliver upon the request of the Lender such additional or corrected documents, drafts or instruments as the Lender may deem necessary at any time.

**28. GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, federal laws to the extent applicable, and otherwise by the laws of the State of Wisconsin, except to the extent that the law of any other jurisdiction applies as to the perfection or enforcement of Lender's security interest in or lien on any property.

**29. MODIFICATION:** No modification of this document or any related document shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

**30. LEGAL AUTHORITY/COMPLIANCE WITH LAWS:** If Borrower, or any of them, is a legal entity, (1) Borrower is, and shall continue to be, duly organized, validly existing and/or legally qualified to do business under the laws of the states in which Borrower operates, in compliance with federal, state and local laws or regulations, and has legal authority in such states to conduct business operations and to own agricultural real estate; and, no change has been made in the name, ownership, control, relationship, legal status, or organizational and/or formation documents of Borrower since the time any such information was last provided to Lender.

**31. NOMINATING COMMITTEE AND BOARD MEMBERSHIP.** The Lender's Bylaws limit membership on the Lender's Nominating Committee and Board of Directors to Borrowers who reside or farm in the Lender's territory.

**32. LEGAL FEES, COSTS, AND EXPENSES.** If Lender engages an attorney or other professionals, or if Lender is required to respond to a subpoena, participate in a deposition, or testify at a court or other proceeding, in connection with this Promissory Note/Loan Agreement or in connection with any obligation of any one or more Borrower to Lender or service provided to any one or more Borrower by Lender, Borrower shall pay to Lender all attorneys or other professional fees incurred, a reasonable hourly rate for time spent by Lender staff in responding to a subpoena or preparing for and appearing at a deposition, hearing or trial, court costs and other expenses as allowed by applicable law. All such fees and expenses shall be immediately due and payable upon demand and, if not paid within 30 days thereafter, will bear interest at the maximum legal rate of interest permitted under applicable law.

**33. RIGHT OF SET OFF.** Without prejudice to any other right or remedy it has or may have, and to the fullest extent permitted by law, Lender may immediately set off or recoup any liability it, or one of its affiliates, owes to any one or more Borrower, however held, against any liability for which any one or more Borrower is liable to Lender or one of its affiliates, whether liability is matured or unmatured, or arises under this Agreement. Notice may, but is not required to, be given to Borrower, and Borrower hereby expressly waives the right to notice of set off.

**34. SEVERABILITY.** If any provision of this Promissory Note/Loan Agreement is illegal or unenforceable, that provision is severed from this Promissory Note/Loan Agreement, and the other provisions remain in effect only if the essential business and legal provisions are legal and enforceable.

**Oral or unexecuted agreements or commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (the Borrower) and us (the Lender) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

| Assn. | B.O. No. | CIF No. | Loan No. | Product Code | Customer Name | Commitment Amount |
|---|---|---|---|---|---|---|
| 53 | 74 | 4419639 | 1340860100 | 1009 | Lariagra Farms South, Inc. | $4,000,000.00 |

# EFFECTIVE INTEREST RATE AND DISCLOSURE

CF330 (05/22)

**Date:** August 28, 2023

The disclosures on this page are made pursuant to Section 4.13(a) of the Farm Credit Act of 1971, as amended, 12 U.S.C. 2199, and are not part of the contractual agreement between Borrower and Lender. This Loan is not subject to the Truth-in-Lending (TIL), 15 U.S.C. 1601 et seq., and the effective rate of interest described herein is not to be construed as the equivalent of the annual percentage rate which would be disclosed on a loan subject to TIL.

**Stated Interest Rate.** The rate of interest currently applicable to the Loan is 9%
The rate of interest calculated with Loan Origination Charges, not including the required stock purchase, is 9.13%
**Effective Interest Rate.** The Stated Interest Rate adjusted to show the effect of any required stock purchase and all other Loan Origination Charges is 9.13%
NOTE: The Effective Interest Rate is calculated to include any required stock purchase amount, which will only be collected from each Borrower in accordance with the terms of a separate written agreement governing each Borrower's required stock purchase, if any.

Loan Origination Charges and Purchase of Stock
Stock Amount $0.00

Loan Origination Charges
Origination Fee $4,500.00

Other Fees

Except with respect to stock protected under Section 4.9A of the Farm Credit Act of 1971, as amended, stock that is purchased in the Lender or the Lender's parent association, as applicable, is at risk and can only be retired at the discretion of the association board. Effective Interest Rate is calculated as if stock will never be retired.

If stock is retired, as is customary, the Effective Interest Rate may be lower than the percentage stated above.

It is generally the association's practice to retire stock when a Borrower's loan balance is paid in full or upon full payment of all of Borrower's loans, provided the association has an adequate capital position. At this time, the association's capital exceeds the regulatory capital requirements.

**INTEREST RATE PLAN:**
**ADJUSTABLE RATE PRIME RATE BASED: The initial annual rate of interest is equal to the Stated Interest Rate.** On the first day of each month the interest rate shall be adjusted by adding a margin of **0.5** percentage points to the index. This margin shall remain in effect until **September 1, 2023** at which time Lender may change the margin at its discretion, and Lender may continue to change the margin at successive intervals of **1** year(s) each thereafter. The index for adjustments is the prime rate reported on the tenth day of the month preceding the interest rate change date by the Wall Street Journal in its daily listing of money rates, defined therein as "the base rate on corporate Loans posted by at least 70 percent of the 10 largest U.S. banks." If a prime rate is not reported on the tenth day of a month, the prime rate reported on the first business day preceding the tenth day of the month will be used. If this index is no longer available, Lender will select a new index which is based upon comparable information.
In the event of default at any time during the term of the Loan, however, and at maturity, the Loan may be subject to a higher rate of interest.

**ADJUSTMENT FACTORS:** The factors which the Lender takes into account in making adjustments to the interest rate on the Loan (except fixed rate loans and any adjustable rate loans tied to an index including prime, LIBOR and SOFR) include cost of funds, operating expenses, provision for loan losses, capital requirements, capital sharing, nonearning assets and competitive elements of the financial environment. The factors considered by the Lender may change during the term of the Loan.

**REPRESENTATIVE EXAMPLES:** These examples show the effect that changes in the stock requirement and loan origination fees would have on the effective interest rate of a representative loan with customer level stock. A $101,000 amortized loan, including a stock requirement of the lesser of $1,000 or 2% of the loan principal, amortized over a 5-year term with level annual payments, a stated interest rate of 10%, and loan origination charges of $1,000 would have an effective interest rate of 10.79%. If the loan amount was to remain at $101,000, but the loan origination charges increase to $1,500, the effective interest rate would be 10.99%. If the loan amount was to remain at $101,000 with loan origination charges of $1,500 but only $500 of stock was purchased because Borrower already owned some stock, the effective interest rate would be 10.79%.

**LOAN OPTIONS:** The Lender may offer secured and unsecured short- and intermediate-term loans including lines of credit, with maturities up to 7 years or, in some instances, 10 years. Installments can be paid monthly, quarterly, semi-annually, annually, or according to other irregular repayment plans as may be agreed upon by Borrower and Lender. Interest rates may be variable at the option of the Lender, fixed for a specified period and then variable, adjustable at specified intervals with the rate determined either at Lender's discretion or in accordance with the prime index, LIBOR index or SOFR index, or fixed for the term of the Loan. Some loan

options are subject to certain conditions and are not available to all borrowers for all purposes. In addition, loan options, including interest rates, may vary by location and time period. The availability of any loan option is subject to change at any time at the discretion of the Lender. If the Lender is an ACA or an FLCA, Lender also offers long-term real estate mortgage loans with maturities of 5 to 40 years secured by agricultural real estate or rural homes. Interest rates may be fixed for the term of the Loan, variable at the option of the Lender, or adjustable at specified intervals with the rate adjusted either at Lender's discretion or in accordance with Federal Farm Credit Banks Funding Corporation rates or the prime index, LIBOR index or SOFR index. These real estate mortgage loan options are subject to the same conditions, limitations, and varying availability as mentioned above for the short- and intermediate-term loans.

**BORROWER RIGHTS:** The Farm Credit Act of 1971, as amended (12 U.S.C. 2001 et seq.), and the regulations of the Farm Credit Administration, afford certain rights to Borrowers who are farmers, ranchers, or producers or harvesters of aquatic products, including basic processing and marketing operations. Those rights include, but are not limited to, the following:

1. At loan closing, Borrower shall receive copies of loan documents signed by Borrower. Upon request thereafter Borrower is entitled to copies of documents signed or delivered by Borrower, copies of Lender's or the Lender's parent association's charter and bylaws, as applicable, and copies of Lender's appraisals of the collateral.
2. If the Loan has an adjustable or variable interest rate, Borrower will be notified in writing of any change in an interest rate tied to an external index not later than 45 days after the effective date of the change, or if the interest rate is not tied to an external index, not later than 10 days after the effective date of the change.
3. If Lender places Borrower's Loan in nonaccrual status and such action results in an adverse action being taken against Borrower (such as revocation of any undisbursed loan commitment), the Lender shall notify Borrower in writing of such change in status and the reasons therefor. If Borrower is not delinquent in any payments under the Loan at the time and Borrower's request to have the Loan reinstated to accrual status is denied, Borrower may obtain a review of such denial before the Lender's credit review committee.
4. Lender may not commence foreclosure or other legal action against any collateral securing the Loan unless at least 45 days before such commencement Lender has provided Borrower with a copy of Lender's restructuring policy and forms on which Borrower may submit a request for restructuring. If Borrower's request for restructuring is denied, Borrower may appeal the denial to Lender's credit review committee, and may also obtain an independent appraisal of any collateral (at Borrower's expense) for consideration by the credit review committee.
5. If Lender acquires agricultural real estate by enforcement of Lender's lien, when Lender elects to sell or lease the acquired property, the previous owner shall have a right of first refusal on the property. Lender shall notify the previous owner in writing and the previous owner may purchase or lease the property, as appropriate, at the appraised fair market value or fair rental value, or if the property is sold by public offering, at the price of the highest qualified bid.

If you have any questions concerning the information contained on this disclosure page, please contact your servicing office.

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

DocuSign Envelope ID: 611C2EC0-67E3-4C19-B8AF-33D1F34223F1

COMPEER FINANCIAL®

Loan Number: 1340860100

# INSURANCE ACKNOWLEDGMENT FORM

INS101 (6/22)

I acknowledge that I have been offered insurance through Compeer Financial (the "Association"). I understand that purchasing insurance from the Association is optional, and that I am free to purchase this insurance from other available sources, and that I will not be discriminated against by the Association for obtaining insurance elsewhere. These are representative products that are offered through Compeer Financial. Clients may or may not be eligible to purchase all products depending upon their individual circumstances.

Date: August 28, 2023

**I am interested in Life Insurance** - I am interested in obtaining information about life insurance and consent to Compeer Financial providing personal information to possible insurance providers in order to facilitate those providers on getting life insurance information to me.
☐ Yes ☒ No ☐ I currently have a Life Insurance policy.

**I am interested in Disability Insurance** - I am interested in obtaining information about disability insurance and consent to Compeer Financial providing personal information to possible insurance providers in order to facilitate those providers on getting disability insurance information to me.
☐ Yes ☒ No ☐ I currently have a Disability Insurance policy.

**I am interested in Crop Hail Insurance** - A named peril crop insurance policy that provides acre by acre protection against the peril of hail, up to the actual cash value of the crop.
☐ Yes ☒ No ☐ I currently have a Crop Hail Insurance policy.

**I am interested in federally subsidized Multi-Peril Crop Insurance** - A multiple peril crop insurance policy that provides a source of guaranteed income when there is a production loss. MPCI offers varying coverage levels for a variety of crop types.
☐ Yes ☒ No ☐ I currently have a Multi-Peril Insurance policy.

Lariagra Farms South, Inc., a South Dakota Corporation

DocuSigned by:
By: Ray Albert Price
Ray Albert Price, President

DocuSign Envelope ID: 611C2EC0-67E3-4C19-B8AF-33D1F34223F1

# COMPEER FINANCIAL LOAN DISBURSAL STATEMENT

**Client:** Lariagra Farms South, Inc **Loan Number** 1340860100

| Date | Received From or Disbursed To | Check Payable To | Receipts | Disbursements | Balance |
|---|---|---|---|---|---|
| 8/28/2023 | Compeer Financial Loan Funds | | | | $0.00 |
| | Compeer Financial Loan Funds | | | | $0.00 |
| | Additional Funds Received | | | | $0.00 |
| | Earnest Money | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | Total Fees for Closing | | $4,500.00 | | $4,500.00 |
| | | | | | $4,500.00 |
| | | | | | $4,500.00 |
| | | | | | $4,500.00 |
| | Origination Fee | | | $4,500.00 | $0.00 |
| | Stock | | | | $0.00 |
| | Appraisal Fee | | | | $0.00 |
| | Restricted Collateral Evaluation Rpt Fee | | | | $0.00 |
| | Flood Certification | | | | $0.00 |
| | Document Prep Fee | | | | $0.00 |
| | Closing Fee | | | | $0.00 |
| | Title/Lenders Insurance | | | | $0.00 |
| | Owner's Insurance | | | | $0.00 |
| | Report of Title/Abstract Fee | | | | $0.00 |
| | Title Exam Fee | | | | $0.00 |
| | Recording Fee | | | | $0.00 |
| | Revenue/Transfer/Deed Stamps | | | | $0.00 |
| | Special Assessment Fee | | | | $0.00 |
| | Scorecard Fee | | | | $0.00 |
| | Wire Fee | | | | $0.00 |
| | Survey | | | | $0.00 |
| | Commission | | | | $0.00 |
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| | | | | | $0.00 |
| | BALANCE | | | | $0.00 |

We/I have carefully reviewed the Disbursal Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Disbursal Statement. We/I authorize Compeer Title Services to cause the funds to be disbursed in accordance with this statement.

DocuSigned by:
Ray Albert Price
Lariagra Farms South, Inc. by Ray Albert Price, President — 8/29/2023 Date

Date

Date

Date

DocuSigned by:
Barbara Johnson
Closing Coordinator, Compeer Financial — 8/30/2023 Date

DocuSign Envelope ID: 611C2EC0-67E3-4C19-B8AF-33D1F34223F1

# Statement of No Change

CF155 (07/22)

CIF No. 4419639

I/We, the undersigned, on behalf of Lariagra Farms South, Inc. (hereinafter referred to as the "Entity"), hereby represent that there have not been any changes in:

- Entity's organizational documents,
- The Ownership or management structure of Entity,
- Entity's authorization signers or agents, or
- Those authorized to borrow money, lease assets and/or grant collateral on behalf of Entity since the last certification and/or documentation was given to Compeer Financial.

Dated: August 28, 2023

Lariagra Farms South, Inc., a South Dakota Corporation

DocuSigned by:

By: Ray Albert Price

90E6BF06DEC54BF...

Ray Albert Price, President

# CONTINUING GUARANTY AGREEMENT

CF320 (11/22)

CIF No. 4787133

As an inducement to Compeer Financial, PCA , (herein called "Lender") to extend or continue credit to Lariagra Farms South, Inc., (herein called "Borrower," whether one or more), or any of them, but without obligation on its part to do so, the undersigned (herein called "Guarantor," whether one or more) agrees as follows ("Agreement"):

1. **OBLIGATIONS GUARANTEED**: In addition to sums presently owing from Borrower to Lender, it is expected that Borrower will make application to Lender for future loans and advances to be guaranteed hereby for purposes arising from or relating to operation of or investment in Borrower's farm or other agriculturally related businesses, as well as for personal or other investment purposes of Borrower; therefore, this Agreement is intended as a guaranty for the payment and performance of all existing and future obligations of Borrower, including all indebtedness and liabilities of any kind, whenever and however incurred, absolute or contingent, due or to become due, to Lender arising out of existing or future credit granted by Lender to Borrower or to Borrower and another, and any extensions or renewals thereof, together with the expenses, including attorney's fees and legal expenses (to the extent permitted under applicable law), incurred or paid by Lender in the preservation or enforcement of the rights of Lender against Borrower or obligations of Borrower to Lender (all herein called "Obligations").

2. **GUARANTY**: Guarantor unconditionally and absolutely guarantees the due and punctual payment, performance and observance by Borrower of any and all of the Obligations, whether or not according to the present terms thereof, at any earlier or accelerated date or dates as provided therein, or pursuant to any extension or extensions of time or to any change or changes in the terms, covenants and conditions thereof, now or at any time hereafter made or granted.
   The liability of Guarantor is limited to not more than $3,000,000.00 .
   The preceding language does not limit or waive the provisions of paragraph 5, below.

3. **WAIVER AND CONSENT**: Guarantor waives diligence, presentment, protest, notice of dishonor, demand for payment, extension of time for payment, notice of acceptance of this Guaranty, nonpayment at maturity and indulgences and notices of every kind and nature, and consents to any and all forbearances and extensions of the time for payment of or performance under the Obligations, to any and all changes in the terms, covenants and conditions thereof now or at any time hereafter made or granted, to any release, settlement, or compromise by the Lender of any debts and liabilities of the Borrower, and to any and all substitutions, exchanges or releases of all or any part of the collateral therefore. It is the intention hereof that Guarantor shall remain liable hereunder until the full amount of the Obligations shall have been fully paid and the terms, covenants and conditions of the Obligations shall have been fully kept, observed and performed by Borrower notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of Guarantor.

4. **SUBROGATION**: When Borrower is a corporation, Guarantor waives any rights of subrogation, indemnity, reimbursement and contribution which would otherwise arise or be acquired by Guarantor by reason of payment by the Guarantor of any part of the Obligations.

5. **ENFORCEMENT**: This Guaranty may be enforced by Lender without first proceeding against Borrower, any other guarantor, any other person or resorting to or exhausting any other security or collateral and without first having recourse to the Obligations or any of the remedies provided by the Obligations through foreclosure proceedings or otherwise. This Guaranty remains enforceable regardless of any defense which the Borrower may assert on the Obligations. Nothing herein contained, however, shall prevent Lender from suing on or foreclosing the Obligations or from exercising any other rights hereunder. If such foreclosure or other remedy is pursued, only the net proceeds thereof, after deduction of all charges and expenses of every kind and nature whatsoever, shall be applied in reduction of the amount due on the Obligations. Lender shall not be required to institute or prosecute proceedings to recover any deficiency as a condition of payment hereunder or enforcement hereof. At any sale of the security or collateral for the Obligations or any part thereof, whether by foreclosure or otherwise, Lender may at its discretion purchase all or any part of such collateral so sold or offered for sale for its own account and may apply the amount bid therefore against the balance due it pursuant to the terms of the Obligations.

6. **EXPENSES OF ENFORCEMENT**: In the event this Guaranty is enforced by the Lender, Guarantor will reimburse Lender for all expenses incurred in connection therewith, including collection costs and reasonable attorney's fees, to the extent such fees are allowable under applicable law.

7. **SUCCESSORS AND ASSIGNS**: This Guaranty shall inure to the benefit of and may be enforced by Lender and any subsequent holder of the Obligations, successors and assigns, and shall be binding upon and enforceable against Guarantor and the legal representatives, heirs, successors and assigns of Guarantor.

8. **ALTERATION OF OBLIGATIONS**: No provision of this Guaranty shall be construed to alter or amend the Obligations or to relieve Borrower of any duties or obligations hereunder. This Agreement, including any written addenda, is a complete and exclusive statement of the Guaranty between the parties. No course of dealing, course of performance, trade usage, oral agreements, or parol evidence shall be used to modify its terms.

9. **OBLIGATION OF GUARANTOR**: In the event that more than one person or party shall execute this Guaranty as Guarantor herein, this Agreement shall bind all such persons and parties jointly and severally. Guarantor acknowledges that Guarantor has adequate means to obtain from Borrower, on a continuing basis, information on the financial condition of the Borrower and

that Guarantor is not relying on Lender to provide this information now or in the future. Also, the liability of Guarantor shall be reinstated to the extent the Lender is required at any time to disgorge or repay any amounts then previously received in payment of the Obligations for any reason, including, without limitation, amounts recovered pursuant to preference claims in connection with bankruptcy proceedings of the Borrower.

10. **REMEDIES CUMULATIVE**: All rights, remedies and recourses afforded to Lender by reason of this Guaranty or otherwise are separate and cumulative and may be pursued separately, successively or concurrently, as occasion therefore shall occur, and are nonexclusive and shall in no way limit or prejudice any other legal or equitable right, remedy, or recourse which Lender may have. The parties agree to waive the right to any jury trial in any action brought by either against the other. This Guaranty shall be governed by, and construed in accordance with, federal laws to the extent applicable, and otherwise by the laws of the State of Wisconsin, except to the extent that the law of any other jurisdiction applies as to the perfection or enforcement of Lender's security interest in or lien on any property.

11. **CONTINUING GUARANTY**: This is a continuing Guaranty upon which the Lender may rely until it has been notified by certified mail of the revocation hereof, provided such revocation shall not affect the rights of Lender or the liability of Guarantor under actions taken, commitments extended or obligations incurred prior to actual receipt by Lender of such notice.

12. **CORPORATION OR PARTNERSHIP:** Each Guarantor that is a legal entity hereby represents and warrants to Lender that this Guaranty has been duly authorized, executed, and delivered to Lender in furtherance of its authorized purpose and is a binding obligation of such Guarantor.

13. **NATURE OF GUARANTY.** Guarantor acknowledges that Lender was willing to make the Loan to Borrower or is willing to provide additional advances only on the condition that Guarantor duly execute and deliver this Guaranty to Lender. Guarantor also acknowledges that Guarantor is an affiliate of Borrower and that the business organization of Borrower, Guarantor and their affiliates, if any, is such that the Loan will benefit Guarantor either (a) because Guarantor is a direct or indirect investor in Borrower, or (b) because the proceeds of the Loan will enable Borrower, or an affiliate of Borrower, to purchase assets at prices and on terms that will enhance the prospects of Guarantor, Borrower or their affiliates operating at a profit. Guarantor's liability under this Guaranty shall be open and continuous for so long as the Obligations exist. No payments made upon the Obligations will discharge or diminish the liability of Guarantor in connection with any remaining portions of the Obligations or any of the Obligations that subsequently arise or is thereafter incurred or contracted. Any married person who signs this Guaranty hereby expressly agrees that recourse under this Guaranty may be had against both his or her separate property and community property, whether now owned or hereafter acquired.

14. **FRAUDULENT CONVEYANCE/FRAUDULENT TRANSFER.** Notwithstanding any provision herein contained to the contrary, Guarantor's liability under this Agreement shall be limited to an amount not to exceed as of any date of determination the amount which could be claimed by Lender from Guarantor under this Agreement without rendering such claim voidable or avoidable under Section 548 of the Bankruptcy Code (Title 11, U.S.C.) or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law ("Avoidance Provisions") after taking into account, among other things, Guarantor's right of contribution and indemnification from each other guarantor, if any. To the end set forth above, but only to the extent that the obligations of Guarantor hereunder (the "Guarantee Obligations") would otherwise be subject to avoidance under the avoidance provisions, if Guarantor is not deemed to have received valuable consideration, fair value, fair consideration or reasonably equivalent value for the Guarantee Obligations, or if the Guarantee Obligations would render Guarantor insolvent, or leave Guarantor with an unreasonably small capital to conduct its business, or cause Guarantor to have incurred debts (or to have intended to have incurred debts) beyond its ability to pay such debts as they mature, in each case as of the time any of the Guarantee Obligations is deemed to have been incurred for the purposes of the Avoidance Provisions, the maximum Guarantee Obligations for which Guarantor shall be liable hereunder shall be reduced to that amount which, after giving effect thereto, would not cause the Guarantee Obligations as so reduced, to be subject to avoidance under the Avoidance Provisions.

15. **WAIVER OF GUARANTOR COMMON LAW RIGHTS.** Each Guarantor agrees that it shall have no right of subrogation, reimbursement or indemnity whatsoever and no claim against Borrower in any proceeding under Title 11 of the United States Code, as amended and no right of recourse to or with respect to any assets or property of Borrower or to any collateral for the Obligations, until payment in full of the Obligations.

16. **WAIVER OF DEFENSES**. Each Guarantor guarantees that the Obligations will be paid strictly in accordance with the terms of the Loan Documents, regardless of any law, regulation or order of any Governmental Authority now or hereafter in effect. The Guarantee Obligations are independent of the Obligations of any other Guarantor or Borrower under any Loan Document. A separate action may be brought against each Guarantor to enforce this Agreement, whether or not any action is brought against Borrower or whether or not the Borrower is joined in any such action. The liability of each Guarantor hereunder is irrevocable, continuing, absolute and unconditional and the Guarantee Obligations of each Guarantor hereunder, to the fullest extent permitted by applicable law, shall not be discharged or impaired or otherwise effected by, and each Guarantor hereby irrevocably waives any defenses to enforcement it may have now or in the future by reason of:
    a. any illegality or lack of validity or enforceability of any Obligation or any Loan Document or any related agreement or instrument;
    b. any change in the time, place or manner of payment of, or in any other term of, the Obligations or any other obligation of Borrower under any Loan Document, or any rescission, waiver, amendment or other modification of any Loan

Document or any other agreement, including any increase in the Obligations resulting from any extension of additional credit or otherwise;

c. any taking, exchange, substitution, release, impairment or non-perfection of any collateral, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for the Obligations;
d. any manner of sale, disposition or application of proceeds of any collateral or other assets to all or part of the Obligations;
e. any default, failure or delay, willful or otherwise, in the performance of the Obligations;
f. any change, restructuring or termination of the corporate structure, ownership or existence of any Borrower or any of its Subsidiaries or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower or its assets or any resulting release or discharge of any Obligation;
g. any failure of Lender to disclose to any Borrower any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any other Borrower now or hereafter known to Lender each Guarantor waiving any duty of the Lender to disclose such information;
h. the failure of any other Person to execute or deliver this Agreement or any other guaranty or agreement or the release or reduction of liability of any Guarantor or other guarantor or surety with respect to the Obligations;
i. the failure of Lender to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of any Loan Document or otherwise;
j. any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Borrower against Lender; or
k. any other circumstance (including, without limitation, any statute of limitations) or manner of administering the Loans or any existence of or reliance on any representation by Lender that might vary the risk of any Guarantor or otherwise operate as a defense available to, or a legal or equitable discharge of, any Borrower or any other guarantor or surety.

17. **WAIVER OF STATUTE OF LIMITATIONS AND LACHES.** The Guarantor waives the benefit of any statute of limitations or common-law laches with respect to this Guaranty or any agreement, document or instrument relating to the Obligations.

18. **FINANCIAL INFORMATION AND CREDIT BUREAU AUTHORIZATION.** Guarantor will provide Lender with a certified balance sheet, income statement, and other financial information in a format acceptable to Lender, upon request. Failure to provide such financial information may constitute default under this Guaranty and an event of default under the loan(s) subject to this Guaranty, at Lender's discretion. Guarantor authorizes Lender to obtain business and or personal credit bureau reports on Guarantor at any time.

19. **NONRELIANCE ON LENDER.** Guarantor represents and warrants to Lender that Guarantor has a direct and substantial economic interest in Borrower and expects to derive substantial benefits from Borrower and from any loans and financial accommodations resulting in the creation of the Obligations. Guarantor has had a full and adequate opportunity to review any Loan Documents, the transaction that such documents contemplate, Borrower's financial condition, the extent and condition of any collateral securing the Obligations, Borrower's ability to pay and perform the Obligations, and all related facts. Guarantor shall at all times keep itself fully informed on all such matters, and agrees not to rely on Lender or its officers, employees, agents or consultants for any such information. Guarantor represents and warrants to Lender that: (1) Guarantor is executing this Guaranty voluntarily based on Guarantor's own personal knowledge of the Borrower and Borrower's financial affairs; (2) Lender has made no representations or assurances to Guarantor regarding the financial affairs of Borrower, or the financial condition of Borrower, the condition or extent of any collateral securing any of the Obligations, or the Borrower's operations now or in the future; (3) Guarantor is not relying on Lender to provide information concerning the financial condition of Borrower, the condition of extent of any collateral securing any of the Obligations, or the Borrower's operations now or in the future; (4) Lender has made no representations to Guarantor concerning the effect of this Guaranty on or as to the rights, duties or liabilities of Guarantor or of the Borrower, either individually or between or among themselves; (5) Lender has no duty, at any time, to disclose to Guarantor any information about any such matters; (6) If Lender in its discretion provides any such information, Borrower agrees it will not rely thereon for any purpose without Guarantor's independent verification thereof, and that the mere provision of such information on one occasion does not obligate Lender to provide any further information on other or future occasions.

20. **DEFAULT/BANKRUPTCY.** In the event, of (1) default by Borrower in the payment of any Obligations or in the terms or conditions of any Loan Document(s), evidencing or securing the Obligations; (2) the death, dissolution or failure of business of Borrower or any Guarantor; (3) a petition in bankruptcy is filed by or against Borrower or any Guarantor; or (4) Borrower or any Guarantor is named as a defendant in any foreclosure or collection action, Lender may, upon the happening or such event or any time thereafter at Lender's discretion, declare all Obligations immediately due and payable without further demand or notice and may enforce this Guaranty directly against any Guarantor or Guarantor's estate without first exercising any rights or remedies against Borrower, Borrower's estate, any collateral held as security regardless of when such security was obtained, or any other party which may be liable to Lender with regard to all or any portion of the Obligations, including any other guarantors.

21. **RECOVERY OF PREFERENCE.** Guarantor agrees that if, at any time, all or any part of the payment previously applied by Lender to any of the Obligations must be returned by Lender for any reason, whether by court or administrative order, or settlement, Guarantor remains liable to the extent of their maximum liability, for the full amount returned as if such had never been received by Lender, notwithstanding any termination of this Guaranty or the cancellation of any note(s) or other documents or agreements evidencing the Obligations.

22. **GUARANTOR'S CLAIMS AGAINST BORROWER.** The Guarantor subordinates the payment, satisfaction and performance of any rights to payment, offset, or other claims it holds against Borrower of any nature to the payment, performance and satisfaction of any and all Obligations of Borrower to the Lender, and Guarantor hereby subordinates all present and future interest(s) of Guarantor in and to any and all property and assets now owned or hereafter acquired by Borrower to the security interests, liens, and other interests of the Lender therein. Guarantor agrees that in the event of any distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of Borrower among its creditors or upon any Obligations of Borrower, accruing by reason of the liquidation, dissolution or other winding up of Borrower, or by reason of any foreclosure or execution sale, or receivership, insolvency or bankruptcy proceedings, or proceedings for reorganization or readjustment of Borrower or its properties, or otherwise, then in any such event, the Lender shall be preferred in the payment of its claims over any claims of Guarantor against Borrower of any of its assets or properties, and the claims of the Lender shall be first paid and satisfied in full before any payment or distribution of any kind or character, whether in cash, property or securities, shall be made to Guarantor. Nothing herein shall be construed as an undertaking on the part of the Lender to make any loan to Borrower.

23. **ENFORCEABILITY.** Guarantor has unconditionally delivered this Guaranty to Lender; failure to sign this Guaranty or any other guaranty agreement by any other person will not discharge the liability of any Guarantor who executes this Guaranty. Each Guarantor's liability is not conditioned on the liability or performance of any other person. This Guaranty remains fully enforceable despite any defenses which Borrower may assert regarding the Obligations, including but not limited to, failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction, usury, claims based on impairment of collateral, or filing a petition for discharge in bankruptcy. The liability of each Guarantor is absolute and unconditional and is not conditioned on contingent on any other party signing this Guaranty or the obtaining of any security on any of the Obligations. Lender's release of any Guarantor does not diminish or impair any other Guarantor's liability.

24. **OPPORTUNITY TO REVIEW.** Guarantor acknowledges that before executing this Guaranty: (a) Guarantor has had the opportunity to review it with counsel of Guarantor's choice; (b) Lender has recommended that Guarantor obtain separate counsel, independent of Borrower's counsel, for this Guaranty; and (c) Guarantor has carefully read this Guaranty and understood the meaning and effect of its terms.

25. **ERRORS AND OMISSIONS.** Without in any way limiting the foregoing, Guarantor hereby waives all defenses in connection with Lender's administration of the loan and any other error, omission, action, or inaction of Lender that changes the scope of Guarantor's risk including, but not limited to, failure of Lender to take or perfect a security interest or lien upon any collateral, Lender's release of collateral to Borrower or a third party, or any action affecting Guarantor's subrogation rights. Without in any way limiting the generality of any waiver in this Guaranty, Guarantor waives any defense that Guarantor could otherwise assert based on any act or omission of Lender that alters the scope of Guarantor's risk. Guarantor's liability under this Guaranty shall continue even if Lender alters any of the Obligations or Loan Documents in any way or if Lender's remedies or Guarantor's remedies or rights against Borrower are in any way impaired or suspended without Guarantor's consent. If Lender performs any action described in this paragraph, then Guarantor's liability shall continue in full force and effect even if Lender's actions adversely affect Guarantor, alter the scope of Guarantor's risk, or expand Guarantor's liability.

26. **ESTOPPEL CERTIFICATE.** Guarantor shall, within ten days after Lender's request, deliver to Lender a certificate, in form and substance reasonably satisfactory to Lender, confirming that: (a) this Guaranty remains in full force and effect and has not been waived, discharged, or released; and (b) Guarantor has no defenses or offsets against its obligations under this Guaranty.

27. **MARSHALING.** Guarantor expressly waives an equitable right to require the marshaling of assets in connection with the exercise of any remedies permitted by applicable law and agrees not to require Lender, prior to exhausting its remedies against Guarantor, to exhaust its remedies against any other Borrower or guarantor.

28. **RIGHT TO SETOFF.** In addition to all liens upon and rights of setoff against the moneys, Collateral or other property of Guarantor given to Lender by law, Lender shall have, with respect to Guarantor's obligations to Lender under this Guaranty, and to the extent permitted by law, a contractual possessory security interest in and a right of setoff against, and Guarantor hereby assigns, conveys, delivers, pledges and transfers to Lender all of Guarantor's right, title and interest in and to, any stock owned by Guarantor held by Lender in connection with the Obligations and to moneys of Guarantor now or hereafter held in any Funds Held Account with Lender, whether or not held jointly with someone else. Every such security interest and right of setoff may be exercised without demand upon or notice to Guarantor. No security interest or right of setoff shall be deemed to have been waived by any act or conduct on the part of Lender or by any neglect to exercise such right of setoff or to enforce such security interest or by any delay in so doing. Every right of setoff or security interest shall continue in full force and effect until such right of setoff or security interest is specifically waived or released by instrument in writing executed by Lender.

29. **SEVERABILITY.** The terms and provisions of this Guaranty are severable. A determination that any portion of this Guaranty is void or unenforceable shall not affect the validity or enforceability of the remaining portions of this Guaranty.

30. **COLLATERAL.** To further secure the prompt payment to Lender of, and the prompt, full and faithful performance by Guarantor of Guarantor's obligations under this Agreement, Guarantor has granted and may in the future grant to Lender a

security interest in and to certain property of Guarantor, including without limitation all property of Guarantor, real or personal, in which Guarantor heretofore, now or from time to time hereafter has granted to or grants to Lender a security interest, assignment, lien, claim, or other encumbrance in order to secure the obligations of the Borrower. All agreements evidencing the foregoing, whether or not existing on the date of this Continuing Guaranty Agreement, are referred to herein as the "Collateral Documents."

31. **ADDITIONAL TERMS:** ☐ If this box is checked, additional provisions are specified on the Addendum attached to this Guaranty.

Dated: 8/28/2023

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

Sunterra Enterprises Inc., Corporation

DocuSigned by:

By: Ray Albert Price

Ray Albert Price, President

# COMPEER FINANCIAL, ACA

## Disclosures, Signatures and Authorizations

| **Entity Name:** |
|---|
| Lariagra Farms South, Inc. |

We are authorized representatives of the Entity and certify that all information, together with any accompanying schedule(s), is a true, correct and complete statement of the Entity's financial condition as of the date indicated on said information. We understand that it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements in a credit application as applicable under the provision of Title 18, United States Code, Section 1014. WE UNDERSTAND THAT IF INSURANCE IS REQUIRED AS A CONDITION OF LOAN AND/OR LEASE APPROVAL, SUCH INSURANCE MAY BE OBTAINED FROM AN INSURER OF THE ENTITY'S CHOICE. We consent to verification of supplied information, including insurance related to the collateral, asset, or collateral information, and transaction or experience information directly from other creditors. We acknowledge that we may be asked to provide additional information. If a loan is approved, we agree to furnish, at the entity's expense, such title evidence as may be required to establish the necessary lien position on the property offered as security. PHOTOCOPIES OF THIS AUTHORIZATION MAY BE PRESENTED TO AND RELIED UPON AS AUTHORIZATION TO RELEASE INFORMATION TO COMPEER FINANCIAL SERVICES, ACA AND/OR ITS WHOLLY OWNED SUBSIDIARIES, COMPEER FINANCIAL SERVICES, FLCA AND COMPEER FINANCIAL SERVICES, PCA, HEREIN AFTER COLLECTIVELY REFERRED TO AS "COMPEER".

THIS AUTHORIZATION AND DISCLOSURE MAY BE USED FOR FUTURE LOANS AND/OR LEASES AND SHALL REMAIN IN EFFECT FOR AS LONG AS THE ENTITY HAS A RELATIONSHIP WITH COMPEER.

DocuSigned by:
Ray Albert Price
Ray Albert Price, President

8/29/2023
Date Signed

The manually executed, facsimile transmitted signature of Borrower(s) shall be deemed to be an original. This document may be executed in multiple original counterparts, each of which shall constitute and serve as an original hereof (even if transmitted by facsimile), but all of which when taken together shall constitute one and the same agreement.

**For Internal Use:**

| **ENTITY**<br>Applicant Name<br>(Please Use Legal Name) | CIF Number | Tax ID Number |
|---|---|---|
| Lariagra Farms South, Inc. | 4419639 | 36-4892143 |

DocuSign Envelope ID: 611C2EC0-67E3-4C19-B8AF-33D1F34223F1

# DEBT SUBORDINATION AGREEMENT

THIS DEBT SUBORDINATION AGREEMENT is entered into this 28th day of August, 2023, by and between Sunterra Enterprises Inc. ("Subordinating Creditors"), and Compeer Financial, ACA, and its wholly owned subsidiary entities, Compeer Financial, PCA, and Compeer Financial, FLCA, (hereinafter collectively referred to as "Compeer"), with regard to Sunwold Farms, Inc. ("Borrowers").

WHEREAS, Compeer has or will in the future be extending credit in the form of one or more loans to Borrowers to be used for the operating line for livestock and margin calls to be secured by a security interest in chattel property of Borrowers described as follows: All harvested crops and processed crops, whether or not produced by debtors, all crops growing, grown or to be grown; all livestock and poultry; all feed, seed, fertilizer, insecticides and other agricultural chemicals and supplies; all general intangibles, all equipment, all spare parts and special tools for such equipment, all motor vehicles and all fixtures; all contract rights, chattel paper, documents, accounts, and general intangibles, whether now owned or hereafter acquired by Debtor, including, but not limited to all entitlements, rights to payment and payments (in whatever form received, including, but not limited to, payments in cash or in kind) under any current or future state or federal governmental programs including, but not limited to, governmental agricultural diversion programs, governmental agricultural assistance programs and the United States Department of Agriculture Farm Service Agency (FSA) Feed Grain program; inventory, goods, instruments and farm products now owned or hereafter acquired, and all proceeds of the foregoing; and

WHEREAS, the Subordinating Creditors have or will be making loans to Borrowers which will be secured by security interests upon the above described livestock and chattel property; and

WHEREAS, the Subordinating Creditors have agreed to subordinate the liens of their security interest given to Subordinating Creditors by Borrowers in the livestock and chattel property to the security interests given by Borrowers to Compeer in said livestock and chattel property.

NOW THEREFORE, in consideration of the mutual promises contained herein, and providing Compeer and the Subordinating Creditors fund their respective loans to the Borrowers, the parties hereby agree as follows:

1. In the event of Borrower's default under the terms of the Compeer loans to Borrowers, the payment of all of the Borrowers' indebtedness to the Subordinating Creditors is hereby expressly subordinated to the payment in full of the Compeer indebtedness.

2. The liens of the Subordinating Creditors as evidenced by the mortgages, security interests, if any, and notes and loan agreements given by Borrowers to the Subordinated Creditors are hereby expressly subordinated to the loans and liens given by Borrowers to Compeer as

evidenced by the notes and loan agreements, mortgages, security interests, if any, and any other ancillary interests given by Borrowers to Compeer.

3. The Subordinating Creditors may receive and accept principal and interest payments from Borrowers in accordance with the terms of their subordinated indebtedness documents until such time as the Subordinating Creditors receive written notice from Compeer of Borrower's default under the Compeer loan documentation. All such sums received by the Subordinating Creditors until receipt of such written notice of default may be retained by the Subordinating Creditors. All sums received after receipt of said written notice shall be subject to the terms of paragraph 4 herein.

4. In the event the Subordinating Creditors receive any payment from the Borrowers on their subordinated debt after having received the written notice of default from Compeer as set forth above, the Subordinating Creditors agree to hold such payments in trust for Compeer and will turn over said payments to Compeer in the form received, with the appropriate endorsements where necessary, within two business days of receipt or upon request of by Compeer for application to the Borrowers' indebtedness to Compeer in such manner as Compeer may deem appropriate.

5. Subordinating Creditors agree that so long as any of the Borrowers' indebtedness to Compeer remains outstanding, Subordinating Creditors will not demand, or take any legal action or institute any other proceedings for the collection of the subordinated indebtedness or the recovery of the collateral securing such indebtedness without 30 days prior written notice thereof to Compeer. In the event the Subordinating Creditors obtain a court order to recover collateral and/or conduct a foreclosure sale of collateral, Subordinating Creditors acknowledge that Compeer is in a superior lien position and agree to pay collateral collected and/or proceeds of a foreclosure sale to Compeer to be applied to the Borrowers' indebtedness to Compeer until such time as said Borrowers' indebtedness, including all accrued interest and costs, is paid in full. Subordinating Creditors must pay said proceeds to Compeer within thirty days from the date of its receipt by Subordinating Creditors.

6. No action that Compeer, or the Borrowers with the consent of Compeer, may take or refrain from taking with respect to the Borrowers' indebtedness to Compeer or any collateral therefore shall affect this Debt Subordination Agreement or the obligations of the Subordinating Creditors hereunder.

7. No party to this Debt Subordination Agreement may assign this Agreement without the prior written consent of the other parties hereto.

8. All notices to be given hereunder shall be sent by certified mail to the following addresses:

Compeer Financial
P.O. Box 4249
Mankato, MN 56002-4249

Sunterra Enterprises Inc.
Box 266 Acme AB T0M 0A0
Canada

9. This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota, without giving effect to its conflict of laws provisions.

10. If one provision of this Agreement is held to be invalid, that shall not affect any other provision in this Agreement.

11. The forgoing constitutes the entire agreement between the parties. No modification of any of the terms and conditions contained herein may be made except by a subsequent written document signed by all parties.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written.

COMPEER FINANCIAL, ACA
COMPEER FINANCIAL, PCA
COMPEER FINANCIAL, FLCA

By DocuSigned by: Nicholas Rue C262CB5EBD68414...

Its_____

SUNTERRA ENTERPRISES INC.,
AN ALBERTA CORPORATION

By DocuSigned by: Ray Albert Price 19[illegible]C54BF...
Ray Albert Price, President

Drafted By:
Compeer Financial
1921 Premier Drive
Mankato, MN 56001

DocuSign Envelope ID: 611C2EC0-67E3-4C19-B8AF-33D1F34223F1

# DEBT SUBORDINATION AGREEMENT

THIS DEBT SUBORDINATION AGREEMENT is entered into this 28th day of August, 2023, by and between Sunterra Enterprises Inc. ("Subordinating Creditors"), and Compeer Financial, ACA, and its wholly owned subsidiary entities, Compeer Financial, PCA, and Compeer Financial, FLCA, (hereinafter collectively referred to as "Compeer"), with regard to Lariagra Farms South, Inc. ("Borrowers").

WHEREAS, Compeer has or will in the future be extending credit in the form of one or more loans to Borrowers to be used for the operating line for livestock and margin calls to be secured by a security interest in chattel property of Borrowers described as follows: All harvested crops and processed crops, whether or not produced by debtors, all crops growing, grown or to be grown; all livestock and poultry; all feed, seed, fertilizer, insecticides and other agricultural chemicals and supplies; all general intangibles, all equipment, all spare parts and special tools for such equipment, all motor vehicles and all fixtures; all contract rights, chattel paper, documents, accounts, and general intangibles, whether now owned or hereafter acquired by Debtor, including, but not limited to all entitlements, rights to payment and payments (in whatever form received, including, but not limited to, payments in cash or in kind) under any current or future state or federal governmental programs including, but not limited to, governmental agricultural diversion programs, governmental agricultural assistance programs and the United States Department of Agriculture Farm Service Agency (FSA) Feed Grain program; inventory, goods, instruments and farm products now owned or hereafter acquired, and all proceeds of the foregoing; and

WHEREAS, the Subordinating Creditors have or will be making loans to Borrowers which will be secured by security interests upon the above described livestock and chattel property; and

WHEREAS, the Subordinating Creditors have agreed to subordinate the liens of their security interest given to Subordinating Creditors by Borrowers in the livestock and chattel property to the security interests given by Borrowers to Compeer in said livestock and chattel property.

NOW THEREFORE, in consideration of the mutual promises contained herein, and providing Compeer and the Subordinating Creditors fund their respective loans to the Borrowers, the parties hereby agree as follows:

1. In the event of Borrower's default under the terms of the Compeer loans to Borrowers, the payment of all of the Borrowers' indebtedness to the Subordinating Creditors is hereby expressly subordinated to the payment in full of the Compeer indebtedness.

2. The liens of the Subordinating Creditors as evidenced by the mortgages, security interests, if any, and notes and loan agreements given by Borrowers to the Subordinated Creditors are hereby expressly subordinated to the loans and liens given by Borrowers to Compeer as

evidenced by the notes and loan agreements, mortgages, security interests, if any, and any other ancillary interests given by Borrowers to Compeer.

3. The Subordinating Creditors may receive and accept principal and interest payments from Borrowers in accordance with the terms of their subordinated indebtedness documents until such time as the Subordinating Creditors receive written notice from Compeer of Borrower's default under the Compeer loan documentation. All such sums received by the Subordinating Creditors until receipt of such written notice of default may be retained by the Subordinating Creditors. All sums received after receipt of said written notice shall be subject to the terms of paragraph 4 herein.

4. In the event the Subordinating Creditors receive any payment from the Borrowers on their subordinated debt after having received the written notice of default from Compeer as set forth above, the Subordinating Creditors agree to hold such payments in trust for Compeer and will turn over said payments to Compeer in the form received, with the appropriate endorsements where necessary, within two business days of receipt or upon request of by Compeer for application to the Borrowers' indebtedness to Compeer in such manner as Compeer may deem appropriate.

5. Subordinating Creditors agree that so long as any of the Borrowers' indebtedness to Compeer remains outstanding, Subordinating Creditors will not demand, or take any legal action or institute any other proceedings for the collection of the subordinated indebtedness or the recovery of the collateral securing such indebtedness without 30 days prior written notice thereof to Compeer. In the event the Subordinating Creditors obtain a court order to recover collateral and/or conduct a foreclosure sale of collateral, Subordinating Creditors acknowledge that Compeer is in a superior lien position and agree to pay collateral collected and/or proceeds of a foreclosure sale to Compeer to be applied to the Borrowers' indebtedness to Compeer until such time as said Borrowers' indebtedness, including all accrued interest and costs, is paid in full. Subordinating Creditors must pay said proceeds to Compeer within thirty days from the date of its receipt by Subordinating Creditors.

6. No action that Compeer, or the Borrowers with the consent of Compeer, may take or refrain from taking with respect to the Borrowers' indebtedness to Compeer or any collateral therefore shall affect this Debt Subordination Agreement or the obligations of the Subordinating Creditors hereunder.

7. No party to this Debt Subordination Agreement may assign this Agreement without the prior written consent of the other parties hereto.

8. All notices to be given hereunder shall be sent by certified mail to the following addresses:

Compeer Financial
P.O. Box 4249
Mankato, MN 56002-4249

Sunterra Enterprises Inc.
Box 266 Acme AB T0M 0A0
Canada

9. This Agreement shall be construed in accordance with and governed by the laws of the State of Minnesota, without giving effect to its conflict of laws provisions.

10. If one provision of this Agreement is held to be invalid, that shall not affect any other provision in this Agreement.

11. The forgoing constitutes the entire agreement between the parties. No modification of any of the terms and conditions contained herein may be made except by a subsequent written document signed by all parties.

IN WITNESS WHEREOF, this Agreement has been executed on the day and year first above written.

COMPEER FINANCIAL, ACA
COMPEER FINANCIAL, PCA
COMPEER FINANCIAL, FLCA

By DocuSigned by: Nicholas Rue C262CB5EBD68414...

Its_____

SUNTERRA ENTERPRISES INC.,
AN ALBERTA CORPORATION

By DocuSigned by: Ray Albert Price 90E6BF66DEC54BE...
Ray Albert Price, President

Drafted By:
Compeer Financial
1921 Premier Drive
Mankato, MN 56001

DocuSign Envelope ID: 611C2EC0-67E3-4C19-B8AF-33D1F34223F1

# Statement of No Change

CF155 (07/22)

CIF No. 4787133

I/We, the undersigned, on behalf of Sunterra Enterprises Inc. (hereinafter referred to as the "Entity"), hereby represent that there have not been any changes in:

- Entity's organizational documents,
- The Ownership or management structure of Entity,
- Entity's authorization signers or agents, or
- Those authorized to borrow money, lease assets and/or grant collateral on behalf of Entity since the last certification and/or documentation was given to Compeer Financial.

Dated: August 28, 2023

Sunterra Enterprises Inc., Corporation

By: Ray Albert Price
90E6BF05DEC54BF...

Ray Albert Price, President

DocuSign Envelope ID: 611C2EC0-67E3-4C19-B8AF-33D1F34223F1

# COOPERATIVE MEMBERSHIP AGREEMENT

CF250 (07/22)

CIF No. 4787133
Client Name: Sunterra Enterprises Inc.
Date: 08/23/2023

1. **Cooperative Stock.** Compeer Financial, ACA is a financial services cooperative which is owned by its members. In order to borrow money or obtain financial services from Compeer Financial, ACA, or its subsidiaries, Compeer Financial, FLCA and Compeer Financial, PCA (collectively, "Compeer Financial"), members must own stock in Compeer Financial, ACA in an amount determined by the Board of Directors of Compeer Financial ("Board") and in accordance with Compeer Financial's Bylaws, as amended from time-to-time ("Bylaws"). Pursuant to the Bylaws and Compeer Financial's Capitalization Plan, the Board has established a stock ownership requirement for members under which

    a. Each member who borrows money and who is a farmer, rancher, or producer or harvester of aquatic products shall subscribe to and purchase 200 shares of Class B Common Stock at an aggregate par value of $1,000.00.
    b. Other members who borrow money shall subscribe to and purchase 200 shares of Class E Participation Certificates at an aggregate par value of $1,000.00.
    c. Certain other members of Compeer Financial such as those who are purchasing crop insurance or certain other financial services from Compeer Financial, shall subscribe to and purchase 1 Class E Participation Certificate at its $5 par value.

2. **Issuance of Stock.** In satisfaction of the stock ownership requirement above, Compeer Financial, ACA hereby issues to the undersigned ("Member") shares of its capital stock or participation certificates ("Stock") in the amount and of the class set forth in the applicable section above. In exchange, Member hereby agrees to pay to the order of Compeer Financial, ACA, on demand, an amount equal to the aggregate par value of the Stock held by the Member from time to time ("Subscription Obligation"). The Stock possesses all rights and entitlements conferred on the applicable class of equity under the Bylaws and shall be treated as issued and outstanding effective upon delivery of a signed copy of this agreement by the Member. The Stock shall not be in certificate form but rather shall be in "book-entry" form reflected on Compeer Financial, ACA's stock ledger, confirmation of which will be furnished upon Member's written request to Compeer Financial (attn.: Loan Accounting). Whenever and in such amounts as may be then required by the Bylaws and policies of Compeer Financial, at any time and on one or more occasions, Compeer Financial may, on behalf of the Member, convert, retire, redeem, re-invest, and/or purchase additional Stock and/or offset Stock against the Subscription Obligation.

3. **Demand for Payment.** Member shall pay the Subscription Obligation on demand by Compeer Financial in immediately available funds and in lawful money of the United States of America without setoff, defense, or counterclaim or withholding on account of taxes, levies, duties, or any other deduction whatsoever at such place as Compeer Financial may from time to time designate in writing to the Member. Member hereby acknowledges its indebtedness for the Subscription Obligation. No fees or interest will accrue or be payable with respect to the Subscription Obligation until and unless the Subscription Obligation remains unpaid for 30 days following demand for payment by Compeer Financial, whereupon the unpaid Subscription Obligation, together with any amounts charged to Member under Section 8 below, shall accrue interest daily at a per annum rate of 5%, compounded annually, and shall be added to the amount due hereunder by Member. Member's purchase and ownership of Stock, and membership in Compeer Financial, shall be governed by the Bylaws and Compeer Financial's policies and capital plans, as the same may exist from time-to-time.

4. **Security Interest in Stock.** All existing and future security agreements and mortgages or deeds of trust executed in favor of Compeer Financial by Member or with regard to Member's obligations, including any indebtedness, with Compeer Financial shall secure Member's obligation to pay the Subscription Obligation, and any other amounts due hereunder. In addition, Member hereby grants to Compeer Financial, as additional collateral for the obligations of Member to Compeer Financial (including payment of the Subscription Obligation), a first priority security interest in and to each of the following, whether now owned or hereafter acquired by Member: the Stock, Patronage Equities (as that term is defined in the Bylaws), and cash patronage distributions that may be due to Member under the Bylaws. As more particularly described in the Bylaws, Compeer Financial shall have the right of set-off against all Stock in the event of a default by Member on any obligation of Member to Compeer Financial. Compeer Financial shall also have all other rights and remedies with regard to the Stock as permitted by law or other applicable guidance.

5. **Bylaws and Financial Statements.** Member acknowledges that the Bylaws limit membership on Compeer Financial's Nominating Committee and Board of Directors to Members who reside or farm in Compeer Financial's territory. Member also hereby acknowledges receipt and review of the following information and materials pertaining to Compeer Financial:

    a. Notice to Borrowers Concerning Your Investment in Compeer Financial, which includes a description of the Stock, the terms and conditions under which the Stock is issued, and a copy of the Capitalization Bylaws of Compeer Financial;
    b. A copy of the most recent annual report of Compeer Financial; and
    c. If more recent than the latest annual reports, the latest quarterly report of Compeer Financial.

6. **Cooperative Operation.** Compeer Financial operates on a cooperative basis. As a cooperative, it is the objective of Compeer Financial to refund earnings that exceed a necessary and appropriate addition to surplus to members of Compeer Financial as patronage allocations in the form of cash and/or written notices of allocation consistent with Subchapter T of the Internal Revenue Code. Each year, the Board adopts or continues a resolution that establishes a commitment to distribute a patronage dividend for the following year, defines the categories of members who are eligible to share in such patronage dividend, and

specifies the methodology for allocating the patronage dividend among eligible members. Not all Compeer Financial equity owners are eligible to receive patronage dividends. Additional information regarding Compeer Financial's patronage program may be found at https://compeer.com/About/Organization/Pages/Patronage.

7. **Joint Rights and Obligations of the Member Group.** From time to time, Member may enter into an agreement to jointly obtain, along with one or more other individuals or legal entities ("Member Group"), a loan or other financial service from Compeer Financial. Upon the execution of any such agreement, at any time and on one or more occasions, Member hereby appoints each other individual or legal entity in the Member Group, and the agents of the other members of the Member Group, as Member's agent for the purposes of the loan or other financial service, and further agrees that patronage, dividends, Stock retirement proceeds, and other distributions may be disbursed to any one or more of the Member Group, as Compeer Financial may elect in its sole discretion.

8. **Enforcement Expenses.** If Compeer Financial engages one or more attorneys or other professionals in connection with (a) the enforcement of this agreement or the matters set forth herein, (b) any obligation of Member or a Member Group to Compeer Financial, or (c) any service provided to Member or a Member Group by Compeer Financial, then Member shall pay to Compeer Financial all attorneys' or other professional fees, court costs, and other expenses incurred by Compeer Financial to the extent allowed by applicable law. All such fees, costs, and expenses shall be immediately due and payable upon demand and, if not paid within 30 days thereafter, will bear interest at the maximum legal rate of interest permitted under applicable law. If Compeer Financial is required to respond to a subpoena, participate in a deposition, or testify at a court or other proceeding in connection with any obligation of, or service provided to, Member or a Member Group, Member shall pay to Compeer Financial all attorneys' or other professional fees, court costs, and other expenses incurred by Compeer Financial, in addition to a reasonable hourly rate for time spent by Compeer Financial staff in responding to a subpoena or in preparing for and appearing at a deposition, hearing, or trial, to the extent allowed by applicable law. All such fees and expenses shall be immediately due and payable upon demand and, if not paid within 30 days thereafter, will bear interest at the maximum legal rate of interest permitted under applicable law.

9. **Severability.** Whenever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this agreement shall be prohibited by, or invalid under, applicable law, then such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of any such provision.

10. **Governing Law.** This agreement shall be governed by, and construed in accordance with, federal laws to the extent applicable, and otherwise by the laws of the State of Wisconsin, except to the extent that the law of any other jurisdiction applies as to the creation, perfection, or enforcement of any security interest in, or lien on, any property.

11. **Successors and Assigns.** This agreement shall be binding upon and shall inure to the benefit of Compeer Financial, Member, and each of their respective heirs, successors, assigns, and fiduciaries. Member acknowledges and agrees that Stock may not be transferred or assigned except to the extent permitted under the Bylaws.

12. **Member's Representations and Warranties.** Member represents and warrants that Member has the power and authority to enter into and perform this agreement. Member has taken all action necessary to authorize the execution, delivery, and performance of this agreement.

13. **Consent to Electronic Communications.** The terms of this paragraph shall not apply to transactions through which Member will obtain products or services that are used primarily for personal, family, or household purposes. Member agrees that any "Communications," as defined herein, directed to Member by or on behalf of Compeer Financial or any of its affiliates or agents ("Communicator") may be provided in electronic form or transmitted by electronic means. As used herein, "Communications" means all notices, disclosures, documents, and other communications given by or on behalf of a Communicator, including, without limitation, all shareholder communications and any disclosures, notices, or communications relating to any transaction between any Member and Compeer Financial, but expressly excluding any notice required by law to be provided in paper form. Member acknowledges that electronic Communications entail risks (including the risk of interception by a third party) and hereby releases Compeer Financial and each Communicator from any and all liability relating to the electronic provision or transmission of Communications. Member agrees to provide Compeer Financial, upon request, with the e-mail address(es) of Member and to notify Compeer Financial within 10 days of any change in any such e-mail address. Any Communication sent by e-mail will be deemed received when sent to the last e-mail address(es) of Member known by Compeer Financial. Any Communication digitally published by a Communicator on an internet website will be deemed received by Member when a Communicator has both published the Communication and notified Member that the Communication has been published. Transmission of any document as an "electronic record" containing Member's "electronic signature," as those terms are defined in applicable federal or state laws, or facsimile transmission of any document containing a facsimile of Member's signature, shall be as effective, enforceable, and valid as if a paper version of such document were delivered containing such original written signature. Such document constitutes an original document for legal purposes. At any time, Member may request a paper copy of any record made available to Member electronically. Member may revoke the consent to receive electronic Communications contained in this paragraph by sending 30 days prior written notice of such revocation, signed by Member, to Compeer Financial by certified mail, return receipt requested.

14. **Notices.** Except as required by statute or regulation, all Communications to Member will have been duly given and will be effective on the earliest of the following dates if addressed to Member or, when applicable, to any one or more of the other members of a Member Group at the last address known by Compeer Financial: (i) when personally delivered to Member or to any other member of a Member Group; (ii) the first business day after being delivered prepaid (or pursuant to an invoice arrangement) to a reputable overnight courier service; (iii) 3 business days after being deposited in the mail; or (iv) the day sent by e-mail or other electronic means as provided in Section 13 above.

15. **Right of Set Off and Refund of Stock Purchase Amounts.** Without prejudice to any other right or remedy it has or may have, and to the fullest extent permitted by law, Compeer Financial may immediately set off or recoup any liability that it owes to Member, including any patronage distributions (whether cash patronage or a distribution in redemption of Patronage Equities) which may be due to Member, against any liability for which Member is liable to Compeer Financial, whether such liability is matured or unmatured, or whether such liability arises under this agreement or otherwise. Notice may, but is not required to, be given to Member, and Member hereby expressly waives the right to notice of set off, offset, or recoupment. If Compeer Financial owes a Member $25.00 or less, Compeer Financial may elect to donate the amount to the Fund for Rural America to be distributed equally to the state 4-H and FFA organizations in Illinois, Minnesota, and Wisconsin. Member may contact Compeer Financial via a local Compeer Financial office, Compeer Financial's Contact Center (current number 844-426-6733), or www.compeer.com/contact to request that amounts of $25.00 or less be refunded to Member instead of donated.

16. **Entire Agreement.** This agreement, together with the Bylaws and any other documents referenced herein contains the complete and exclusive statement of the agreement between Member and Compeer Financial with respect to the matters set forth herein, except as Member and Compeer Financial may later agree in writing to modify it. This agreement is intended to supplement, not supersede, any other agreements between Member and Compeer Financial, including any loan documents signed by Member.

*An electronic reproduction of this fully-executed document shall be as valid as the original.*

This agreement is effective as of the date first written above.

Sunterra Enterprises Inc., Corporation

By: Ray Albert Price
Ray Albert Price, President
90E66F05DEC54BF...

CANADIAN WESTERN BANK

This is Exhibit " Q " referred to in the Affidavit (or statuary declaration) of Arthur Price sworn (or affirmed or declared) before me this 5 day of September, 2025

A Commissioner for Oaths in and for Alberta

Scott Chimuk
Barrister & Solicitor

## Account Activity

**Date** March 13, 2025
**Account Name** Sunterra Farms Ltd. (Account: 132339, Branch: 3)
**Customer Number** 132339
**Account** US CHEQUING ACCOUNT 101001204198 005
Show Details

| Date | Description | Amount | Balance |
|---|---|---|---|
| 10-Feb-2025 | Cheque Deposit | $674,000.00 | $687,692.36 |
| 10-Feb-2025 | Cheque Deposit | $930,000.00 | $1,617,692.36 |
| 10-Feb-2025 | Cheque Deposit | $933,000.00 | $2,550,692.36 |
| 10-Feb-2025 | Cheque Deposit | $944,000.00 | $3,494,692.36 |
| 10-Feb-2025 | Cheque Deposit | $952,000.00 | $4,446,692.36 |
| 10-Feb-2025 | Cheque Deposit | $958,000.00 | $5,404,692.36 |
| 10-Feb-2025 | Cheque Deposit | $965,000.00 | $6,369,692.36 |
| 10-Feb-2025 | Cheque Deposit | $975,000.00 | $7,344,692.36 |
| 10-Feb-2025 | Cheque Deposit | $981,000.00 | $8,325,692.36 |
| 10-Feb-2025 | Cheque Deposit | $988,000.00 | $9,313,692.36 |
| 10-Feb-2025 | Outgoing Wire Fee | -$31.49 | $9,313,660.87 |
| 10-Feb-2025 | Outgoing Wire - Domestic BENEFICIARY: RBC DOMINIONSEC Rate:USD150000.00 | -$150,000.00 | $9,163,660.87 |
| 11-Feb-2025 | Cheque Deposit | $831,000.00 | $9,994,660.87 |
| 11-Feb-2025 | Cheque Deposit | $946,000.00 | $10,940,660.87 |
| 11-Feb-2025 | Cheque Deposit | $953,000.00 | $11,893,660.87 |
| 11-Feb-2025 | Cheque Deposit | $960,000.00 | $12,853,660.87 |
| 11-Feb-2025 | Cheque Deposit | $965,000.00 | $13,818,660.87 |
| 11-Feb-2025 | Cheque Deposit | $969,000.00 | $14,787,660.87 |
| 11-Feb-2025 | Cheque Deposit | $973,000.00 | $15,760,660.87 |
| 11-Feb-2025 | Cheque Deposit | $977,000.00 | $16,737,660.87 |
| 11-Feb-2025 | Online Transfer Out 101001793315 | -$30,000.00 | $16,707,660.87 |
| 11-Feb-2025 | Cheque Cleared (image) 21684 Cheque # 21684 | -$970,000.00 | $15,737,660.87 |
| 11-Feb-2025 | Cheque Cleared (image) 21696 Cheque # 21696 | -$953,000.00 | $14,784,660.87 |
| 11-Feb-2025 | Cheque Cleared (image) 21690 Cheque # 21690 | -$921,000.00 | $13,863,660.87 |
| 11-Feb-2025 | Cheque Cleared (image) 21688 Cheque # 21688 | -$936,000.00 | $12,927,660.87 |
| 11-Feb-2025 | Cheque Cleared (image) 21686 Cheque # 21686 | -$962,000.00 | $11,965,660.87 |
| 11-Feb-2025 | Cheque Cleared (image) 21683 Cheque # 21683 | -$975,000.00 | $10,990,660.87 |
| 11-Feb-2025 | Cheque Cleared (image) 21694 Cheque # 21694 | -$964,000.00 | $10,026,660.87 |
| 11-Feb-2025 | Cheque Cleared (image) 21699 Cheque # 21699 | -$690,000.00 | $9,336,660.87 |
| 11-Feb-2025 | Cheque Cleared (image) 21693 Cheque # 21693 | -$969,000.00 | $8,367,660.87 |
| 11-Feb-2025 | Cheque Cleared (image) 21685 Cheque # 21685 | -$966,000.00 | $7,401,660.87 |
| 11-Feb-2025 | Cheque Cleared (image) 21689 Cheque # 21689 | -$930,000.00 | $6,471,660.87 |
| 11-Feb-2025 | Cheque Cleared (image) 21682 Cheque # 21682 | -$979,000.00 | $5,492,660.87 |
| 11-Feb-2025 | Cheque Cleared (image) 21687 Cheque # 21687 | -$955,000.00 | $4,537,660.87 |
| 11-Feb-2025 | Cheque Cleared (image) 21695 Cheque # 21695 | -$957,000.00 | $3,580,660.87 |
| 11-Feb-2025 | Cheque Cleared (image) 21691 Cheque # 21691 | -$706,000.00 | $2,874,660.87 |
| 11-Feb-2025 | Cheque Cleared (image) 21697 Cheque # 21697 | -$948,000.00 | $1,926,660.87 |

| | | | |
|---|---|---|---|
| 11-Feb-2025 | **Cheque Cleared (image)** 21698 Cheque # 21698 | -$944,000.00 | $982,660.87 |
| 11-Feb-2025 | **Cheque Cleared (image)** 21649 Cheque # 21649 | -$2,226.62 | $980,434.25 |
| 11-Feb-2025 | **Cheque Cleared (image)** 21692 Cheque # 21692 | -$975,000.00 | $5,434.25 |
| 11-Feb-2025 | Chargback Fee SUNTERRA REFER TO MAKER | -$7.00 | $5,427.25 |
| 11-Feb-2025 | Chargeback SUNTERRA REFER TO MAKER | -$988,000.00 | -$982,572.75 |
| 11-Feb-2025 | Chargback Fee SUNTERRA REFER TO MAKER | -$7.00 | -$982,579.75 |
| 11-Feb-2025 | Chargeback SUNTERRA REFER TO MAKER | -$930,000.00 | -$1,912,579.75 |
| 11-Feb-2025 | Chargback Fee SUNTERRA REFER TO MAKER | -$7.00 | -$1,912,586.75 |
| 11-Feb-2025 | Chargeback SUNTERRA REFER TO MAKER | -$952,000.00 | -$2,864,586.75 |
| 11-Feb-2025 | Chargback Fee SUNTERRA REFER TO MAKER | -$7.00 | -$2,864,593.75 |
| 11-Feb-2025 | Chargeback SUNTERRA REFER TO MAKER | -$674,000.00 | -$3,538,593.75 |
| 11-Feb-2025 | Chargback Fee SUNTERRA REFER TO MAKER | -$7.00 | -$3,538,600.75 |
| 11-Feb-2025 | Chargeback SUNTERRA REFER TO MAKER | -$933,000.00 | -$4,471,600.75 |
| 11-Feb-2025 | Chargback Fee SUNTERRA REFER TO MAKER | -$7.00 | -$4,471,607.75 |
| 11-Feb-2025 | Chargeback SUNTERRA REFER TO MAKER | -$975,000.00 | -$5,446,607.75 |
| 11-Feb-2025 | Chargback Fee SUNTERRA REFER TO MAKER | -$7.00 | -$5,446,614.75 |
| 11-Feb-2025 | Chargeback SUNTERRA REFER TO MAKER | -$944,000.00 | -$6,390,614.75 |
| 11-Feb-2025 | Chargback Fee SUNTERRA REFER TO MAKER | -$7.00 | -$6,390,621.75 |
| 11-Feb-2025 | Chargeback SUNTERRA REFER TO MAKER | -$958,000.00 | -$7,348,621.75 |
| 11-Feb-2025 | Chargback Fee SUNTERRA REFER TO MAKER | -$7.00 | -$7,348,628.75 |
| 11-Feb-2025 | Chargeback SUNTERRA REFER TO MAKER | -$981,000.00 | -$8,329,628.75 |
| 11-Feb-2025 | Chargback Fee SUNTERRA REFER TO MAKER | -$7.00 | -$8,329,635.75 |
| 11-Feb-2025 | Chargeback SUNTERRA REFER TO MAKER | -$965,000.00 | -$9,294,635.75 |
| 12-Feb-2025 | Cheque Deposit | $995,000.00 | -$8,299,635.75 |
| 12-Feb-2025 | Cheque Deposit | $989,000.00 | -$7,310,635.75 |
| 12-Feb-2025 | Cheque Deposit | $983,000.00 | -$6,327,635.75 |
| 12-Feb-2025 | Cheque Deposit | $975,000.00 | -$5,352,635.75 |
| 12-Feb-2025 | Cheque Deposit | $968,000.00 | -$4,384,635.75 |
| 12-Feb-2025 | Cheque Deposit | $966,000.00 | -$3,418,635.75 |
| 12-Feb-2025 | Cheque Deposit | $950,000.00 | -$2,468,635.75 |
| 12-Feb-2025 | Cheque Deposit | $775,000.00 | -$1,693,635.75 |
| 12-Feb-2025 | **Cheque Cleared (image)** 21703 Cheque # 21703 | -$985,000.00 | -$2,678,635.75 |
| 12-Feb-2025 | Overdraft Fee | -$5.00 | -$2,678,640.75 |
| 12-Feb-2025 | **Cheque Cleared (image)** 21702 Cheque # 21702 | -$987,000.00 | -$3,665,640.75 |
| 12-Feb-2025 | Overdraft Fee | -$5.00 | -$3,665,645.75 |
| 12-Feb-2025 | **Cheque Cleared (image)** 21704 Cheque # 21704 | -$978,000.00 | -$4,643,645.75 |
| 12-Feb-2025 | Overdraft Fee | -$5.00 | -$4,643,650.75 |
| 12-Feb-2025 | **Cheque Cleared (image)** 21707 Cheque # 21707 | -$725,000.00 | -$5,368,650.75 |
| 12-Feb-2025 | Overdraft Fee | -$5.00 | -$5,368,655.75 |
| 12-Feb-2025 | **Cheque Cleared (image)** 21701 Cheque # 21701 | -$990,000.00 | -$6,358,655.75 |
| 12-Feb-2025 | Overdraft Fee | -$5.00 | -$6,358,660.75 |
| 12-Feb-2025 | **Cheque Cleared (image)** 21706 Cheque # 21706 | -$968,000.00 | -$7,326,660.75 |
| 12-Feb-2025 | Overdraft Fee | -$5.00 | -$7,326,665.75 |
| 12-Feb-2025 | **Cheque Cleared (image)** 21700 Cheque # 21700 | -$996,000.00 | -$8,322,665.75 |
| 12-Feb-2025 | Overdraft Fee | -$5.00 | -$8,322,670.75 |
| 12-Feb-2025 | **Cheque Cleared (image)** 21705 Cheque # 21705 | -$971,000.00 | -$9,293,670.75 |
| 12-Feb-2025 | Overdraft Fee | -$5.00 | -$9,293,675.75 |
| 12-Feb-2025 | Cheque Returned Item | $978,000.00 | -$8,315,675.75 |
| 12-Feb-2025 | Cheque Returned Item | $725,000.00 | -$7,590,675.75 |
| 12-Feb-2025 | Cheque Returned Item | $990,000.00 | -$6,600,675.75 |
| 12-Feb-2025 | Cheque Returned Item | $968,000.00 | -$5,632,675.75 |

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|---|---|---|---|
| 12-Feb-2025 | Cheque Returned Item | $996,000.00 | -$4,636,675.75 |
| 12-Feb-2025 | Cheque Returned Item | $971,000.00 | -$3,665,675.75 |
| 13-Feb-2025 | Chargback Fee SUNTERRA FARMS REFER TO MAKE | -$7.00 | -$3,665,682.75 |
| 13-Feb-2025 | Chargeback SUNTERRA FARMS REFER TO MAKE | -$965,000.00 | -$4,630,682.75 |
| 13-Feb-2025 | Chargback Fee SUNTERRA FARMS REFER TO MAKE | -$7.00 | -$4,630,689.75 |
| 13-Feb-2025 | Chargeback SUNTERRA FARMS REFER TO MAKE | -$973,000.00 | -$5,603,689.75 |
| 13-Feb-2025 | Chargback Fee SUNTERRA FARMS REFER TO MAKE | -$7.00 | -$5,603,696.75 |
| 13-Feb-2025 | Chargeback SUNTERRA FARMS REFER TO MAKE | -$831,000.00 | -$6,434,696.75 |
| 13-Feb-2025 | Chargback Fee SUNTERRA FARMS REFER TO MAKE | -$7.00 | -$6,434,703.75 |
| 13-Feb-2025 | Chargeback SUNTERRA FARMS REFER TO MAKE | -$946,000.00 | -$7,380,703.75 |
| 13-Feb-2025 | Chargback Fee SUNTERRA FARMS REFER TO MAKE | -$7.00 | -$7,380,710.75 |
| 13-Feb-2025 | Chargeback SUNTERRA FARMS REFER TO MAKE | -$960,000.00 | -$8,340,710.75 |
| 13-Feb-2025 | Chargback Fee SUNTERRA FARMS REFER TO MAKE | -$7.00 | -$8,340,717.75 |
| 13-Feb-2025 | Chargeback SUNTERRA FARMS REFER TO MAKE | -$969,000.00 | -$9,309,717.75 |
| 13-Feb-2025 | Chargback Fee SUNTERRA FARMS REFER TO MAKE | -$7.00 | -$9,309,724.75 |
| 13-Feb-2025 | Chargeback SUNTERRA FARMS REFER TO MAKE | -$977,000.00 | -$10,286,724.75 |
| 13-Feb-2025 | Online Transfer In 101001793323 | $1,282,623.87 | -$9,004,100.88 |
| 13-Feb-2025 | **Cheque Cleared (image)** 21708 Cheque # 21708 | -$957,000.00 | -$9,961,100.88 |
| 13-Feb-2025 | Overdraft Fee | -$5.00 | -$9,961,105.88 |
| 13-Feb-2025 | **Cheque Cleared (image)** 21709 Cheque # 21709 | -$950,000.00 | -$10,911,105.88 |
| 13-Feb-2025 | Overdraft Fee | -$5.00 | -$10,911,110.88 |
| 13-Feb-2025 | **Cheque Cleared (image)** 21710 Cheque # 21710 | -$949,000.00 | -$11,860,110.88 |
| 13-Feb-2025 | Overdraft Fee | -$5.00 | -$11,860,115.88 |
| 13-Feb-2025 | **Cheque Cleared (image)** 21713 Cheque # 21713 | -$934,000.00 | -$12,794,115.88 |
| 13-Feb-2025 | Overdraft Fee | -$5.00 | -$12,794,120.88 |
| 13-Feb-2025 | **Cheque Cleared (image)** 21714 Cheque # 21714 | -$930,000.00 | -$13,724,120.88 |
| 13-Feb-2025 | Overdraft Fee | -$5.00 | -$13,724,125.88 |
| 13-Feb-2025 | **Cheque Cleared (image)** 21715 Cheque # 21715 | -$928,000.00 | -$14,652,125.88 |
| 13-Feb-2025 | Overdraft Fee | -$5.00 | -$14,652,130.88 |
| 13-Feb-2025 | **Cheque Cleared (image)** 21716 Cheque # 21716 | -$922,000.00 | -$15,574,130.88 |
| 13-Feb-2025 | Overdraft Fee | -$5.00 | -$15,574,135.88 |
| 13-Feb-2025 | **Cheque Cleared (image)** 21717 Cheque # 21717 | -$544,000.00 | -$16,118,135.88 |
| 13-Feb-2025 | Overdraft Fee | -$5.00 | -$16,118,140.88 |
| 13-Feb-2025 | **Cheque Cleared (image)** 21711 Cheque # 21711 | -$945,000.00 | -$17,063,140.88 |
| 13-Feb-2025 | Overdraft Fee | -$5.00 | -$17,063,145.88 |
| 13-Feb-2025 | **Cheque Cleared (image)** 21712 Cheque # 21712 | -$941,000.00 | -$18,004,145.88 |
| 13-Feb-2025 | Overdraft Fee | -$5.00 | -$18,004,150.88 |
| 13-Feb-2025 | Chargback Fee SUNTERRA FARMS REFER TO MAKE | -$7.00 | -$18,004,157.88 |
| 13-Feb-2025 | Chargeback SUNTERRA FARMS REFER TO MAKE | -$953,000.00 | -$18,957,157.88 |
| 13-Feb-2025 | Cheque Returned Item | $934,000.00 | -$18,023,157.88 |
| 13-Feb-2025 | Cheque Returned Item | $930,000.00 | -$17,093,157.88 |
| 13-Feb-2025 | Cheque Returned Item | $928,000.00 | -$16,165,157.88 |
| 13-Feb-2025 | Cheque Returned Item | $922,000.00 | -$15,243,157.88 |
| 13-Feb-2025 | Cheque Returned Item | $544,000.00 | -$14,699,157.88 |
| 13-Feb-2025 | Cheque Returned Item | $945,000.00 | -$13,754,157.88 |
| 13-Feb-2025 | Cheque Returned Item | $941,000.00 | -$12,813,157.88 |
| 13-Feb-2025 | Cheque Returned Item | $985,000.00 | -$11,828,157.88 |
| 13-Feb-2025 | Cheque Returned Item | $987,000.00 | -$10,841,157.88 |
| 13-Feb-2025 | Cheque Returned Item | $957,000.00 | -$9,884,157.88 |
| 13-Feb-2025 | Cheque Returned Item | $950,000.00 | -$8,934,157.88 |
| 13-Feb-2025 | Cheque Returned Item | $949,000.00 | -$7,985,157.88 |

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|---|---|---|---|
| 13-Feb-2025 | Overdraft Fee Refund REIMBURSED FEE OF $5.00 X 18 | $90.00 | -$7,985,067.88 |
| 13-Feb-2025 | Returned Item Fee | -$810.00 | -$7,985,877.88 |
| 18-Feb-2025 | Cheque Returned Item | $970,000.00 | -$7,015,877.88 |
| 18-Feb-2025 | Cheque Returned Item | $953,000.00 | -$6,062,877.88 |
| 18-Feb-2025 | Cheque Returned Item | $921,000.00 | -$5,141,877.88 |
| 18-Feb-2025 | Cheque Returned Item | $936,000.00 | -$4,205,877.88 |
| 18-Feb-2025 | Cheque Returned Item | $962,000.00 | -$3,243,877.88 |
| 18-Feb-2025 | Cheque Returned Item | $975,000.00 | -$2,268,877.88 |
| 18-Feb-2025 | Cheque Returned Item | $964,000.00 | -$1,304,877.88 |
| 18-Feb-2025 | Cheque Returned Item | $690,000.00 | -$614,877.88 |
| 18-Feb-2025 | Cheque Returned Item | $969,000.00 | $354,122.12 |
| 18-Feb-2025 | Cheque Returned Item | $966,000.00 | $1,320,122.12 |
| 18-Feb-2025 | Cheque Returned Item | $930,000.00 | $2,250,122.12 |
| 18-Feb-2025 | Cheque Returned Item | $979,000.00 | $3,229,122.12 |
| 18-Feb-2025 | Cheque Returned Item | $955,000.00 | $4,184,122.12 |
| 18-Feb-2025 | Cheque Returned Item | $957,000.00 | $5,141,122.12 |
| 18-Feb-2025 | Cheque Returned Item | $706,000.00 | $5,847,122.12 |
| 18-Feb-2025 | Cheque Returned Item | $948,000.00 | $6,795,122.12 |
| 18-Feb-2025 | Cheque Returned Item | $944,000.00 | $7,739,122.12 |
| 18-Feb-2025 | Cheque Returned Item | $2,226.62 | $7,741,348.74 |
| 18-Feb-2025 | Cheque Returned Item | $975,000.00 | $8,716,348.74 |
| 18-Feb-2025 | Chargback Fee SUNTERRA FARMS IOWA INC REFE | -$7.00 | $8,716,341.74 |
| 18-Feb-2025 | Chargeback SUNTERRA FARMS IOWA INC REFE | -$950,000.00 | $7,766,341.74 |
| 18-Feb-2025 | Chargback Fee SUNTERRA FARMS IOWA INC REFE | -$7.00 | $7,766,334.74 |
| 18-Feb-2025 | Chargeback SUNTERRA FARMS IOWA INC REFE | -$775,000.00 | $6,991,334.74 |
| 18-Feb-2025 | Chargback Fee SUNTERRA FARMS IOWA INC REFE | -$7.00 | $6,991,327.74 |
| 18-Feb-2025 | Chargeback SUNTERRA FARMS IOWA INC REFE | -$983,000.00 | $6,008,327.74 |
| 18-Feb-2025 | Chargback Fee SUNTERRA FARMS IOWA INC REFE | -$7.00 | $6,008,320.74 |
| 18-Feb-2025 | Chargeback SUNTERRA FARMS IOWA INC REFE | -$995,000.00 | $5,013,320.74 |
| 18-Feb-2025 | Chargback Fee SUNTERRA FARMS IOWA INC REFE | -$7.00 | $5,013,313.74 |
| 18-Feb-2025 | Chargeback SUNTERRA FARMS IOWA INC REFE | -$975,000.00 | $4,038,313.74 |
| 18-Feb-2025 | Chargback Fee SUNTERRA FARMS IOWA INC REFE | -$7.00 | $4,038,306.74 |
| 18-Feb-2025 | Chargeback SUNTERRA FARMS IOWA INC REFE | -$968,000.00 | $3,070,306.74 |
| 18-Feb-2025 | Chargback Fee SUNTERRA FARMS IOWA INC REFE | -$7.00 | $3,070,299.74 |
| 18-Feb-2025 | Chargeback SUNTERRA FARMS IOWA INC REFE | -$966,000.00 | $2,104,299.74 |
| 18-Feb-2025 | Chargback Fee SUNTERRA FARMS IOWA INC REFE | -$7.00 | $2,104,292.74 |
| 18-Feb-2025 | Chargeback SUNTERRA FARMS IOWA INC REFE | -$989,000.00 | $1,115,292.74 |
| 28-Feb-2025 | Monthly Transaction Charge | -$148.00 | $1,115,144.74 |
| 28-Feb-2025 | Interest Capitalize | -$34,777.33 | $1,080,367.41 |
| 05-Mar-2025 | Cheque Returned Item | $38.00 | $1,080,405.41 |
| 05-Mar-2025 | **Cheque Cleared (image)** 21850 Cheque # 21850 | -$38.00 | $1,080,367.41 |
| 12-Mar-2025 | Transfer Debit 101001793331 CRA REMITTANCE | -$47,659.67 | $1,032,707.74 |
| 12-Mar-2025 | Transfer Debit 101001793226 Reverse Transfers from marke | -$212,247.76 | $820,459.98 |
| 13-Mar-2025 | Transfer Debit 101001204182 AS PER RM EMAIL REQUEST | -$8,436.92 | $812,023.06 |

Rates are subject to change without notice.

If you require a file showing your account activity prior to May 1, 2016, please contact **your branch**. Your electronic bank statements remain available in **Doxim**.

CANADIAN WESTERN BANK

## Account Activity

**Date** March 13, 2025
**Account Name** Sunwold Farms Limited (Account: 745908, Branch: 3)
**Customer Number** 745908
**Account** US Business Chequing Accoun 101012469609 004
**Show Details**

| Date | Description | Amount | Balance |
|---|---|---|---|
| 10-Feb-2025 | Cheque Deposit | $561,000.00 | $813,006.36 |
| 10-Feb-2025 | Cheque Deposit | $864,000.00 | $1,677,006.36 |
| 10-Feb-2025 | Cheque Deposit | $875,000.00 | $2,552,006.36 |
| 10-Feb-2025 | Cheque Deposit | $914,000.00 | $3,466,006.36 |
| 10-Feb-2025 | Cheque Deposit | $923,000.00 | $4,389,006.36 |
| 10-Feb-2025 | Cheque Deposit | $943,000.00 | $5,332,006.36 |
| 10-Feb-2025 | Cheque Deposit | $955,000.00 | $6,287,006.36 |
| 10-Feb-2025 | Cheque Deposit | $967,000.00 | $7,254,006.36 |
| 10-Feb-2025 | Cheque Cleared (image) 5899 Cheque # 5899 | -$6,490.08 | $7,247,516.28 |
| 10-Feb-2025 | Cheque Cleared (image) 6005 Cheque # 6005 | -$37,950.00 | $7,209,566.28 |
| 10-Feb-2025 | Cheque Cleared (image) 5900 Cheque # 5900 | -$88,742.83 | $7,120,823.45 |
| 10-Feb-2025 | Cheque Cleared (image) 5902 Cheque # 5902 | -$88,833.92 | $7,031,989.53 |
| 11-Feb-2025 | Cheque Deposit | $833,000.00 | $7,864,989.53 |
| 11-Feb-2025 | Cheque Deposit | $910,000.00 | $8,774,989.53 |
| 11-Feb-2025 | Cheque Deposit | $917,000.00 | $9,691,989.53 |
| 11-Feb-2025 | Cheque Deposit | $921,000.00 | $10,612,989.53 |
| 11-Feb-2025 | Cheque Deposit | $927,000.00 | $11,539,989.53 |
| 11-Feb-2025 | Cheque Deposit | $932,000.00 | $12,471,989.53 |
| 11-Feb-2025 | Cheque Deposit | $938,000.00 | $13,409,989.53 |
| 11-Feb-2025 | Cheque Deposit | $946,000.00 | $14,355,989.53 |
| 11-Feb-2025 | Cheque Cleared (image) 5908 Cheque # 5908 | -$901,000.00 | $13,454,989.53 |
| 11-Feb-2025 | Cheque Cleared (image) 5914 Cheque # 5914 | -$971,000.00 | $12,483,989.53 |
| 11-Feb-2025 | Cheque Cleared (image) 5921 Cheque # 5921 | -$611,000.00 | $11,872,989.53 |
| 11-Feb-2025 | Cheque Cleared (image) 5906 Cheque # 5906 | -$914,000.00 | $10,958,989.53 |
| 11-Feb-2025 | Cheque Cleared (image) 5907 Cheque # 5907 | -$909,000.00 | $10,049,989.53 |
| 11-Feb-2025 | Cheque Cleared (image) 5910 Cheque # 5910 | -$886,000.00 | $9,163,989.53 |
| 11-Feb-2025 | Cheque Cleared (image) 5912 Cheque # 5912 | -$864,000.00 | $8,299,989.53 |
| 11-Feb-2025 | Cheque Cleared (image) 5909 Cheque # 5909 | -$890,000.00 | $7,409,989.53 |
| 11-Feb-2025 | Cheque Cleared (image) 5911 Cheque # 5911 | -$876,000.00 | $6,533,989.53 |
| 11-Feb-2025 | Cheque Cleared (image) 5913 Cheque # 5913 | -$760,000.00 | $5,773,989.53 |
| 11-Feb-2025 | Cheque Cleared (image) 5916 Cheque # 5916 | -$962,000.00 | $4,811,989.53 |
| 11-Feb-2025 | Cheque Cleared (image) 5920 Cheque # 5920 | -$935,000.00 | $3,876,989.53 |
| 11-Feb-2025 | Cheque Cleared (image) 5918 Cheque # 5918 | -$953,000.00 | $2,923,989.53 |
| 11-Feb-2025 | Cheque Cleared (image) 5919 Cheque # 5919 | -$946,000.00 | $1,977,989.53 |
| 11-Feb-2025 | Cheque Cleared (image) 5915 Cheque # 5915 | -$965,000.00 | $1,012,989.53 |
| 11-Feb-2025 | Cheque Cleared (image) 5917 Cheque # 5917 | -$957,000.00 | $55,989.53 |
| 11-Feb-2025 | Chargback Fee SUNWOLD FARMS INC REFER TO M | -$7.00 | $55,982.53 |

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|---|---|---|---|
| 11-Feb-2025 | Chargeback SUNWOLD FARMS INC REFER TO M | -$914,000.00 | -$858,017.47 |
| 11-Feb-2025 | Chargback Fee SUNWOLD FARMS INC REFER TO M | -$7.00 | -$858,024.47 |
| 11-Feb-2025 | Chargeback SUNWOLD FARMS INC REFER TO M | -$864,000.00 | -$1,722,024.47 |
| 11-Feb-2025 | Chargback Fee SUNWOLD FARMS INC REFER TO M | -$7.00 | -$1,722,031.47 |
| 11-Feb-2025 | Chargeback SUNWOLD FARMS INC REFER TO M | -$561,000.00 | -$2,283,031.47 |
| 11-Feb-2025 | Chargback Fee SUNWOLD FARMS INC REFER TO M | -$7.00 | -$2,283,038.47 |
| 11-Feb-2025 | Chargeback SUNWOLD FARMS INC REFER TO M | -$955,000.00 | -$3,238,038.47 |
| 11-Feb-2025 | Chargback Fee SUNWOLD FARMS INC REFER TO M | -$7.00 | -$3,238,045.47 |
| 11-Feb-2025 | Chargeback SUNWOLD FARMS INC REFER TO M | -$943,000.00 | -$4,181,045.47 |
| 11-Feb-2025 | Chargback Fee SUNWOLD FARMS INC REFER TO M | -$7.00 | -$4,181,052.47 |
| 11-Feb-2025 | Chargeback SUNWOLD FARMS INC REFER TO M | -$875,000.00 | -$5,056,052.47 |
| 11-Feb-2025 | Chargback Fee SUNWOLD FARMS INC REFER TO M | -$7.00 | -$5,056,059.47 |
| 11-Feb-2025 | Chargeback SUNWOLD FARMS INC REFER TO M | -$967,000.00 | -$6,023,059.47 |
| 11-Feb-2025 | Chargback Fee SUNWOLD FARMS INC REFER TO M | -$7.00 | -$6,023,066.47 |
| 11-Feb-2025 | Chargeback SUNWOLD FARMS INC REFER TO M | -$923,000.00 | -$6,946,066.47 |
| 12-Feb-2025 | Cheque Deposit | $900,000.00 | -$6,046,066.47 |
| 12-Feb-2025 | Cheque Deposit | $897,000.00 | -$5,149,066.47 |
| 12-Feb-2025 | Cheque Deposit | $881,000.00 | -$4,268,066.47 |
| 12-Feb-2025 | Cheque Deposit | $879,000.00 | -$3,389,066.47 |
| 12-Feb-2025 | Cheque Deposit | $876,000.00 | -$2,513,066.47 |
| 12-Feb-2025 | Cheque Deposit | $874,000.00 | -$1,639,066.47 |
| 12-Feb-2025 | Cheque Deposit | $862,000.00 | -$777,066.47 |
| 12-Feb-2025 | Cheque Deposit | $733,000.00 | -$44,066.47 |
| 12-Feb-2025 | **Cheque Cleared (image)** 5922 Cheque # 5922 | -$998,000.00 | -$1,042,066.47 |
| 12-Feb-2025 | Overdraft Fee | -$5.00 | -$1,042,071.47 |
| 12-Feb-2025 | **Cheque Cleared (image)** 5928 Cheque # 5928 | -$972,000.00 | -$2,014,071.47 |
| 12-Feb-2025 | Overdraft Fee | -$5.00 | -$2,014,076.47 |
| 12-Feb-2025 | **Cheque Cleared (image)** 5926 Cheque # 5926 | -$982,000.00 | -$2,996,076.47 |
| 12-Feb-2025 | Overdraft Fee | -$5.00 | -$2,996,081.47 |
| 12-Feb-2025 | **Cheque Cleared (image)** 5927 Cheque # 5927 | -$978,000.00 | -$3,974,081.47 |
| 12-Feb-2025 | Overdraft Fee | -$5.00 | -$3,974,086.47 |
| 12-Feb-2025 | **Cheque Cleared (image)** 5790 Cheque # 5790 | -$1,221.76 | -$3,975,308.23 |
| 12-Feb-2025 | Overdraft Fee | -$5.00 | -$3,975,313.23 |
| 12-Feb-2025 | **Cheque Cleared (image)** 5924 Cheque # 5924 | -$989,000.00 | -$4,964,313.23 |
| 12-Feb-2025 | Overdraft Fee | -$5.00 | -$4,964,318.23 |
| 12-Feb-2025 | **Cheque Cleared (image)** 5896 Cheque # 5896 | -$2,900.00 | -$4,967,218.23 |
| 12-Feb-2025 | Overdraft Fee | -$5.00 | -$4,967,223.23 |
| 12-Feb-2025 | **Cheque Cleared (image)** 5923 Cheque # 5923 | -$994,000.00 | -$5,961,223.23 |
| 12-Feb-2025 | Overdraft Fee | -$5.00 | -$5,961,228.23 |
| 12-Feb-2025 | **Cheque Cleared (image)** 5925 Cheque # 5925 | -$987,000.00 | -$6,948,228.23 |
| 12-Feb-2025 | Overdraft Fee | -$5.00 | -$6,948,233.23 |
| 12-Feb-2025 | Cheque Returned Item | $998,000.00 | -$5,950,233.23 |
| 12-Feb-2025 | Cheque Returned Item | $972,000.00 | -$4,978,233.23 |
| 12-Feb-2025 | Cheque Returned Item | $982,000.00 | -$3,996,233.23 |
| 12-Feb-2025 | Cheque Returned Item | $978,000.00 | -$3,018,233.23 |
| 12-Feb-2025 | Cheque Returned Item | $1,221.76 | -$3,017,011.47 |
| 12-Feb-2025 | Cheque Returned Item | $989,000.00 | -$2,028,011.47 |
| 12-Feb-2025 | Cheque Returned Item | $2,900.00 | -$2,025,111.47 |
| 12-Feb-2025 | Cheque Returned Item | $994,000.00 | -$1,031,111.47 |
| 12-Feb-2025 | Cheque Returned Item | $987,000.00 | -$44,111.47 |
| 12-Feb-2025 | Cheque Returned Item | $943,000.00 | $898,888.53 |

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|---|---|---|---|
| 12-Feb-2025 | Cheque Returned Item | $936,000.00 | $1,834,888.53 |
| 12-Feb-2025 | Returned Item Fee | -$45.00 | $1,834,843.53 |
| 12-Feb-2025 | Returned Item Fee | -$45.00 | $1,834,798.53 |
| 12-Feb-2025 | Returned Item Fee | -$45.00 | $1,834,753.53 |
| 12-Feb-2025 | Returned Item Fee | -$45.00 | $1,834,708.53 |
| 12-Feb-2025 | Returned Item Fee | -$45.00 | $1,834,663.53 |
| 12-Feb-2025 | Returned Item Fee | -$45.00 | $1,834,618.53 |
| 12-Feb-2025 | Returned Item Fee | -$45.00 | $1,834,573.53 |
| 12-Feb-2025 | Returned Item Fee | -$45.00 | $1,834,528.53 |
| 12-Feb-2025 | Returned Item Fee | -$45.00 | $1,834,483.53 |
| 12-Feb-2025 | Returned Item Fee | -$45.00 | $1,834,438.53 |
| 12-Feb-2025 | Returned Item Fee | -$45.00 | $1,834,393.53 |
| 12-Feb-2025 | Overdraft Fee Refund | $38.10 | $1,834,431.63 |
| 12-Feb-2025 | Cheque Returned Item | -$936,000.00 | $898,431.63 |
| 12-Feb-2025 | Cheque Returned Item | -$943,000.00 | -$44,568.37 |
| 13-Feb-2025 | Chargeback SUNWOLD FARMS REFER TO MAKER | -$927,000.00 | -$971,568.37 |
| 13-Feb-2025 | Chargeback SUNWOLD FARMS REFER TO MAKER | -$910,000.00 | -$1,881,568.37 |
| 13-Feb-2025 | Chargeback SUNWOLD FARMS REFER TO MAKER | -$932,000.00 | -$2,813,568.37 |
| 13-Feb-2025 | Chargeback SUNWOLD FARMS REFER TO MAKER | -$938,000.00 | -$3,751,568.37 |
| 13-Feb-2025 | Chargeback SUNWOLD FARMS REFER TO MAKER | -$946,000.00 | -$4,697,568.37 |
| 13-Feb-2025 | Chargeback SUNWOLD FARMS REFER TO MAKER | -$917,000.00 | -$5,614,568.37 |
| 13-Feb-2025 | Chargeback SUNWOLD FARMS REFER TO MAKER | -$921,000.00 | -$6,535,568.37 |
| 13-Feb-2025 | Chargeback SUNWOLD FARMS REFER TO MAKER | -$833,000.00 | -$7,368,568.37 |
| 13-Feb-2025 | **Cheque Cleared (image)** 5929 Cheque # 5929 | -$943,000.00 | -$8,311,568.37 |
| 13-Feb-2025 | Overdraft Fee | -$5.00 | -$8,311,573.37 |
| 13-Feb-2025 | **Cheque Cleared (image)** 5930 Cheque # 5930 | -$936,000.00 | -$9,247,573.37 |
| 13-Feb-2025 | Overdraft Fee | -$5.00 | -$9,247,578.37 |
| 13-Feb-2025 | **Cheque Cleared (image)** 5931 Cheque # 5931 | -$924,000.00 | -$10,171,578.37 |
| 13-Feb-2025 | Overdraft Fee | -$5.00 | -$10,171,583.37 |
| 13-Feb-2025 | **Cheque Cleared (image)** 5932 Cheque # 5932 | -$916,000.00 | -$11,087,583.37 |
| 13-Feb-2025 | Overdraft Fee | -$5.00 | -$11,087,588.37 |
| 13-Feb-2025 | **Cheque Cleared (image)** 5933 Cheque # 5933 | -$908,000.00 | -$11,995,588.37 |
| 13-Feb-2025 | Overdraft Fee | -$5.00 | -$11,995,593.37 |
| 13-Feb-2025 | **Cheque Cleared (image)** 5934 Cheque # 5934 | -$773,000.00 | -$12,768,593.37 |
| 13-Feb-2025 | Overdraft Fee | -$5.00 | -$12,768,598.37 |
| 13-Feb-2025 | Cheque Returned Item | $998,000.00 | -$11,770,598.37 |
| 13-Feb-2025 | Cheque Returned Item | $972,000.00 | -$10,798,598.37 |
| 13-Feb-2025 | Cheque Returned Item | $982,000.00 | -$9,816,598.37 |
| 13-Feb-2025 | Cheque Returned Item | $978,000.00 | -$8,838,598.37 |
| 13-Feb-2025 | Cheque Returned Item | $1,221.76 | -$8,837,376.61 |
| 13-Feb-2025 | Cheque Returned Item | $924,000.00 | -$7,913,376.61 |
| 13-Feb-2025 | Cheque Returned Item | $916,000.00 | -$6,997,376.61 |
| 13-Feb-2025 | Cheque Returned Item | $908,000.00 | -$6,089,376.61 |
| 13-Feb-2025 | Cheque Returned Item | $773,000.00 | -$5,316,376.61 |
| 13-Feb-2025 | Returned Item Fee | -$45.00 | -$5,316,421.61 |
| 13-Feb-2025 | Returned Item Fee | -$45.00 | -$5,316,466.61 |
| 13-Feb-2025 | Returned Item Fee | -$45.00 | -$5,316,511.61 |
| 13-Feb-2025 | Returned Item Fee | -$45.00 | -$5,316,556.61 |
| 13-Feb-2025 | Overdraft Fee Refund | $20.00 | -$5,316,536.61 |
| 13-Feb-2025 | Cheque Returned Item | -$978,000.00 | -$6,294,536.61 |
| 13-Feb-2025 | Cheque Returned Item | -$998,000.00 | -$7,292,536.61 |

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|---|---|---|---|
| 13-Feb-2025 | Cheque Returned Item | -$1,221.76 | -$7,293,758.37 |
| 13-Feb-2025 | Cheque Returned Item | $943,000.00 | -$6,350,758.37 |
| 13-Feb-2025 | Cheque Returned Item | $936,000.00 | -$5,414,758.37 |
| 13-Feb-2025 | Cheque Returned Item | -$982,000.00 | -$6,396,758.37 |
| 13-Feb-2025 | Cheque Returned Item | -$972,000.00 | -$7,368,758.37 |
| 14-Feb-2025 | **Cheque Cleared (image)** 6006 Cheque # 6006 | -$3,724.00 | -$7,372,482.37 |
| 14-Feb-2025 | Overdraft Fee | -$5.00 | -$7,372,487.37 |
| 14-Feb-2025 | **Cheque Cleared (image)** 6004 Cheque # 6004 | -$3,779.97 | -$7,376,267.34 |
| 14-Feb-2025 | Overdraft Fee | -$5.00 | -$7,376,272.34 |
| 14-Feb-2025 | **Cheque Cleared (image)** 6007 Cheque # 6007 | -$8,661.08 | -$7,384,933.42 |
| 14-Feb-2025 | Overdraft Fee | -$5.00 | -$7,384,938.42 |
| 14-Feb-2025 | Cheque Returned Item | $3,724.00 | -$7,381,214.42 |
| 14-Feb-2025 | Cheque Returned Item | $3,779.97 | -$7,377,434.45 |
| 14-Feb-2025 | Cheque Returned Item | $8,661.08 | -$7,368,773.37 |
| 18-Feb-2025 | Cheque Returned Item | $6,494.08 | -$7,362,279.29 |
| 18-Feb-2025 | Cheque Returned Item | $37,950.00 | -$7,324,329.29 |
| 18-Feb-2025 | Cheque Returned Item | $88,742.83 | -$7,235,586.46 |
| 18-Feb-2025 | Cheque Returned Item | $88,833.92 | -$7,146,752.54 |
| 18-Feb-2025 | Cheque Returned Item | $901,000.00 | -$6,245,752.54 |
| 18-Feb-2025 | Cheque Returned Item | $971,000.00 | -$5,274,752.54 |
| 18-Feb-2025 | Cheque Returned Item | $611,000.00 | -$4,663,752.54 |
| 18-Feb-2025 | Cheque Returned Item | $914,000.00 | -$3,749,752.54 |
| 18-Feb-2025 | Cheque Returned Item | $909,000.00 | -$2,840,752.54 |
| 18-Feb-2025 | Cheque Returned Item | $886,000.00 | -$1,954,752.54 |
| 18-Feb-2025 | Cheque Returned Item | $864,000.00 | -$1,090,752.54 |
| 18-Feb-2025 | Cheque Returned Item | $864,000.00 | -$226,752.54 |
| 18-Feb-2025 | Cheque Returned Item | $876,000.00 | $649,247.46 |
| 18-Feb-2025 | Cheque Returned Item | $953,000.00 | $1,602,247.46 |
| 18-Feb-2025 | Cheque Returned Item | $971,000.00 | $2,573,247.46 |
| 18-Feb-2025 | Cheque Returned Item | $890,000.00 | $3,463,247.46 |
| 18-Feb-2025 | Cheque Returned Item | $935,000.00 | $4,398,247.46 |
| 18-Feb-2025 | Cheque Returned Item | $962,000.00 | $5,360,247.46 |
| 18-Feb-2025 | Cheque Returned Item | $946,000.00 | $6,306,247.46 |
| 18-Feb-2025 | Cheque Returned Item | $965,000.00 | $7,271,247.46 |
| 18-Feb-2025 | Cheque Returned Item | $957,000.00 | $8,228,247.46 |
| 18-Feb-2025 | Cheque Returned Item | $760,000.00 | $8,988,247.46 |
| 18-Feb-2025 | Cheque Returned Item | -$971,000.00 | $8,017,247.46 |
| 18-Feb-2025 | Cheque Returned Item | -$864,000.00 | $7,153,247.46 |
| 18-Feb-2025 | Cheque Returned Item | -$971,000.00 | $6,182,247.46 |
| 18-Feb-2025 | Cheque Returned Item | $6,490.08 | $6,188,737.54 |
| 18-Feb-2025 | Cheque Returned Item | -$6,494.08 | $6,182,243.46 |
| 18-Feb-2025 | Cheque Returned Item | $971,000.00 | $7,153,243.46 |
| 19-Feb-2025 | Chargback Fee SUNWOLD FARMS - REFER MAKER | -$7.00 | $7,153,236.46 |
| 19-Feb-2025 | Chargeback SUNWOLD FARMS - REFER MAKER | -$897,000.00 | $6,256,236.46 |
| 19-Feb-2025 | Chargback Fee SUNWOLD FARMS- REFER MAKER | -$7.00 | $6,256,229.46 |
| 19-Feb-2025 | Chargeback SUNWOLD FARMS- REFER MAKER | -$733,000.00 | $5,523,229.46 |
| 19-Feb-2025 | Chargback Fee SUNWOLD FARMS - REFER MAKER | -$7.00 | $5,523,222.46 |
| 19-Feb-2025 | Chargeback SUNWOLD FARMS - REFER MAKER | -$900,000.00 | $4,623,222.46 |
| 19-Feb-2025 | Chargback Fee SUNWOLD FARMS - REFER MAKER | -$7.00 | $4,623,215.46 |
| 19-Feb-2025 | Chargeback SUNWOLD FARMS - REFER MAKER | -$879,000.00 | $3,744,215.46 |
| 19-Feb-2025 | Chargback Fee SUNWOLD FARMS - REFER MAKER | -$7.00 | $3,744,208.46 |

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|---|---|---|---|
| 19-Feb-2025 | Chargeback SUNWOLD FARMS - REFER MAKER | -$862,000.00 | $2,882,208.46 |
| 19-Feb-2025 | Chargback Fee SUNWOLD FARMS - REFER MAKER | -$7.00 | $2,882,201.46 |
| 19-Feb-2025 | Chargeback SUNWOLD FARMS - REFER MAKER | -$874,000.00 | $2,008,201.46 |
| 19-Feb-2025 | Chargback Fee SUNWOLD FARMS - REFER MAKER | -$7.00 | $2,008,194.46 |
| 19-Feb-2025 | Chargeback SUNWOLD FARMS - REFER MAKER | -$876,000.00 | $1,132,194.46 |
| 19-Feb-2025 | Chargback Fee SUNWOLD FARMS - REFER MAKER | -$7.00 | $1,132,187.46 |
| 19-Feb-2025 | Chargeback SUNWOLD FARMS - REFER MAKER | -$881,000.00 | $251,187.46 |
| 19-Feb-2025 | Cheque Returned Item | $8,125.00 | $259,312.46 |
| 19-Feb-2025 | **Cheque Cleared (image)** 6008 Cheque # 6008 | -$8,125.00 | $251,187.46 |
| 24-Feb-2025 | Cheque Returned Item | $65,294.55 | $316,482.01 |
| 24-Feb-2025 | Cheque Returned Item | $103,715.42 | $420,197.43 |
| 24-Feb-2025 | **Cheque Cleared (image)** 5901 Cheque # 5901 | -$103,715.42 | $316,482.01 |
| 24-Feb-2025 | **Cheque Cleared (image)** 5903 Cheque # 5903 | -$65,294.55 | $251,187.46 |
| 28-Feb-2025 | Monthly Transaction Charge | -$150.00 | $251,037.46 |
| 28-Feb-2025 | Interest Capitalize | -$32,163.25 | $218,874.21 |

Rates are subject to change without notice.

If you require a file showing your account activity prior to May 1, 2016, please contact **your branch**. Your electronic bank statements remain available in **Doxim**.

## Framework for Compeer Loan Repayment

## Private and Confidential

1. Sunwold is defined as the group comprised of Sunwold Farms Inc, Sunterra Farms Iowa Inc, Lariagra Farms South Inc.
2. The purpose of the agreement is to maintain the operations of Sunwold as a going concern to repay its indebtedness to Compeer and continue its relationships with its customers, employees and vendors.
3. Sunwold's historical business approach:
    a. Sunwold rents its barns from farmers in a relationship that allows farmers to benefit from rental income and manure without having to manage or take the risk in the hog business. Accordingly, Sunwold has limited ownership of land or fixed assets. (55 barns located in South Dakota). Annual throughput capacity is 300,000 pigs per year yielding at 210 to 220lbs carcass weight. The vast majority of tangible assets are the hogs.
    b. Sunwold has hog management expertise and systems that enables it to perform better than average in terms of feed conversion, and death loss. Sunwold manages hogs for Tyson for a management fee and Tyson acknowledges that Sunwold's performance is better than they accomplish with their own management. Annual capacity managed for Tyson is 380,000.
    c. Sunwold acquires its piglets from Sunterra Farms Ltd in Canada which provides piglets with a higher health status than is typically commercially available in the main hog growing areas in the USA.
    d. The higher health status when combined with strict security protocols in the USA allows the production of NAE status hogs that can be sold at premium (typically up to $20 per animal) to hog processors that cater to this market segment. 80 to 85% of Sunwold hogs achieve NAE status. This provides the opportunity to achieve up to $ 4.5 million improvement to EBITDA per year over that which would be achieved in the non-NAE market. (Sioux Preme has recently entered the NAE market utilizing NAE hogs provided by Sunwold)
    e. This business approach combines threshold economies of scale with the positive attributes of Canadian health status and USA competitive and differentiated markets for pork.

This is Exhibit "R" referred to in the Affidavit (or statuary declaration) of Arthur Price sworn (or affirmed or declared) before me this 5 day of September, 2025

A Commissioner for Oaths in and for Alberta

Scott Chimuk
Barrister & Solicitor

4. The Financial **Capacity** of Sunwold:
    a. Sunwold has demonstrated top quartile **operational management**. (foundational)
    b. The **cost** of the animals. (See Piglet Purchase Price 5.)
    c. The **cost** of Feed. Sunwold's location allows for a basis savings of 20 to ~30 cents per bu of corn going into the feed against other Midwest locations. Hedging corn is available to the industry.
    d. **Revenue** per hog is not materially different from market except for the **NAE** premium.
        i. NAE premium enhances the financial capacity by $3.5 to $4.5 million per year. This incremental profit stream would support a capital investment of $20 to $30 million.
        ii. The transport of Hogs to Sioux Preme is $4 per head less than Tyson. ( ~savings is $.4 to $.5 million per year.)
    e. If Proposed Framework is used for 2025 the estimated EBITDA for Sunwold would be $11.4 million. The payments for debt would be $7.66 million. The purchase price for hogs would be $17.2 million plus $2.8 million.
    f. If the Proposed Framework was used for 2024 estimated EBITDA for Sunwold would have been $8.8 million. (last year actual was $6.1 million.) The payments for debt would be $6.6 million. The purchase price for hogs would be $16.7 million plus $2.2 million.
    g. If the Proposed Framework was in place for 2026 the proforma EBITDA would be $10.1 million based on the following assumptions:
        i. the same hog volumes
        ii. and a reduction in hog prices from 90.64 c per lb to 85 c per lb. -3.5 million EBITDA
        iii. and a reduction in corn futures price from $4.81 per bu to $4.64 per bu. +0.6 million EBITDA
        iv. NAE premium increase from $3.56 million to $4.68 million. +1.1 million EBITDA
        v. Annual savings in transport to Sioux Preme. +0.5 million EBITDA

5. **Piglet Purchase Price:**
    a. Sunwold would have the right to purchase Piglets from Sunterra Farms for Sunterra Farms Operational Cost (not including profit or return on investment) plus 25% of Sunwold's EBITDA.
    b. Before the calendar year begins, Sunterra would propose the unit price for each of the categories of piglets for the following year and that would be charged for the following year. Compeer would have full access to Sunterra Farms operational information and each year end an adjustment would be made to eliminate any variances between forecasts and actuals. In the event of unforeseen events each quarter either party could request a review and revision of the per unit prices for the remainder of the year.
    c. This purchase price approach maximizes the payments available to repay the loans whilst ensuring commercial alignment in maximizing Sunwold's EBITDA.

6. **Capital:**
    a. Sunwold only has its livestock and the ability to purchase hogs, add value through growing them and then selling them.
    b. The current realizable net value of the inventory if fed to maturity is $ 13 to $18 million.
    c. The purchase price structure and the NAE premium is a form of contribution or intangible property.
    d. What is a ~2 million per year reduction in purchase price for livestock worth in capital terms?
    e. What is a ~4 million per year NAE premium worth in capital terms?
7. **Collateral:**
    a. Sunwold does not have any material amount of additional collateral.
8. **Character:**
    a. Sunwold would be a special purpose company limited to only its current scope.
    b. Compeer could nominate a Director to the Board of Sunwold. (Board comprised of President and 3 others)
    c. Ray Price would not have any Director or officer roll or any signing authority in respect of the Sunwold Company.
    d. For the time that any overdraft is outstanding the President would have to be acceptable to each of Sunwold and Compeer.
    e. Compeer or its nominee would have access to Sunterra Hog Farms accounting information to audit the Operating Costs for the Piglet Purchase Price.
    f. Sunterra Farms plans to refinance and replace Canadian Western Bank.

| Sunwold Hog Division 2025 Forecast | | January | February | March | April | May | June | July | August | September | October | November | December | Annual |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| US Division Revenue | | $ 3,077,188 | $ 3,825,695 | $ 5,766,951 | $ 4,884,278 | $ 4,956,375 | $ 6,680,940 | $ 6,234,164 | $ 5,450,911 | $ 5,301,901 | $ 4,057,569 | $ 4,736,182 | $ 5,803,882 | $ 60,776,035 |
| US Division NAE Premium Total | | $ 190,640 | $ 249,462 | $ 312,005 | $ 319,531 | $ 319,531 | $ 399,414 | $ 335,823 | $ 333,510 | $ 327,338 | $ 204,000 | $ 238,000 | $ 331,500 | $ 3,560,754 |
| Total US Division Revenue | | $ 3,267,829 | $ 4,075,157 | $ 6,078,956 | $ 5,203,809 | $ 5,275,906 | $ 7,080,354 | $ 6,569,987 | $ 5,784,422 | $ 5,629,239 | $ 4,261,569 | $ 4,974,182 | $ 6,135,382 | $ 64,336,788 |
| | | | | | | | | | | | | | | |
| Total US Division Expenses | | $ 2,934,812 | $ 3,659,356 | $ 5,253,295 | $ 4,173,205 | $ 4,301,274 | $ 5,179,659 | $ 4,939,743 | $ 4,378,767 | $ 4,254,700 | $ 3,749,531 | $ 4,437,949 | $ 5,683,289 | $ 52,945,580 |
| Total US Division EBITDA USD | | $ 333,016 | $ 415,801 | $ 825,661 | $ 1,030,604 | $ 974,632 | $ 1,900,694 | $ 1,630,243 | $ 1,405,655 | $ 1,374,539 | $ 512,038 | $ 536,233 | $ 452,092 | $ 11,391,208 |
| | | | | | | | | | | | | | | |
| Distribution of EBITDA | | | | | | | | | | | | | | |
| Compeer Regular Credit Facility | 7.8% | $ 72,274 | $ 72,644 | $ 75,430 | $ 72,644 | $ 72,644 | $ 75,430 | $ 72,644 | $ 72,644 | $ 75,430 | $ 72,644 | $ 72,644 | $ 75,924 | $ 883,000 |
| Compeer repayment of overdraft | 67.2% | $ 223,948 | $ 279,620 | $ 555,244 | $ 693,065 | $ 655,424 | $ 1,278,187 | $ 1,096,313 | $ 945,280 | $ 924,356 | $ 344,337 | $ 360,608 | $ 304,025 | $ 7,660,406 |
| Sunterra Incentive Fee | 25.0% | $ 83,254 | $ 103,950 | $ 206,415 | $ 257,651 | $ 243,658 | $ 475,174 | $ 407,561 | $ 351,414 | $ 343,635 | $ 128,009 | $ 134,058 | $ 113,023 | $ 2,847,802 |
| Total | 100.0% | $ 379,477 | $ 456,214 | $ 837,089 | $ 1,023,360 | $ 971,727 | $ 1,828,791 | $ 1,576,518 | $ 1,369,338 | $ 1,343,421 | $ 544,991 | $ 567,311 | $ 492,971 | $ 11,391,208 |