

BK: 2020 PG: 589
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Pages 5
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.50
Combined Fee: \$30.50
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGEMENT TO: (Name and Address)
<p>Lien Solutions PO Box 29071 Glendale, CA 91209-9071 Order 73918184</p>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME ROSE ACRE FARMS, INC.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 6874 North Base Road		CITY Seymour	STATE IN	POSTAL CODE 47274
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH, as Administrative Agent				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 245 Park Avenue		CITY New York	STATE NY	POSTAL CODE 10167
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All collateral (including fixtures) described on Exhibit A attached hereto and incorporated herein by reference. The fixtures are located on real property described on Rider 1 to Exhibit A attached hereto.

The Debtor is the record owner of the real property.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: Madison County, Iowa (1981 Highway 92, Winterset, IA 50273)	

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME	
ROSE ACRE FARMS, INC.	
OR 9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR 10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR 11b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

<p>13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)</p>	<p>14. This FINANCING STATEMENT:</p> <p><input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing</p>
<p>15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):</p>	<p>16. Description of real estate:</p> <p style="text-align: center;">More particularly described on <u>Rider 1</u> to <u>Exhibit A</u> attached hereto and incorporated by reference herein.</p>

17. MISCELLANEOUS:

EXHIBIT A
TO
UCC FINANCING STATEMENT
BY AND AMONG
ROSE ACRE FARMS, INC., an Indiana corporation
(“**DEBTOR**”)
AND
COÖPERATIEVE RABOBANK U.A., NEW YORK BRANCH, as Administrative Agent
(“**SECURED PARTY**”)

All of the Debtor’s right, title and interest in and to the following property (the “**Property**”), whether now owned or hereafter acquired:

All of Debtor’s interest in (1) all improvements now owned or hereafter acquired by Debtor, now or at any time situated, placed or constructed upon the Land as more particularly described on Rider 1 attached hereto and incorporated herein by reference (the “**Land**”) and all replacements thereof and additions thereto (collectively, the “**Improvements**”; the Land and Improvements are collectively referred to herein as the “**Premises**”), (2) all materials, supplies, equipment, apparatus and other goods now owned or hereafter acquired by Debtor and now or hereafter attached to or installed in any of the Improvements or the Land, fixtures and goods that are or are to become fixtures, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements, and all proceeds and products of and accessions to and substitutions and replacements for all such fixtures and other property owned by Debtor (collectively, the “**Fixtures**”), (3) all reserves, escrows or impounds required under that certain Credit Agreement, dated as of April 6, 2016, among Debtor, as borrower, the Secured Party, in its capacity as Administrative Agent and Issuing Lender, and the various lenders who are or may become a party thereto (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), and all deposit accounts maintained by Debtor with respect to the Property (collectively, the “**Deposit Accounts**”), (4) all existing and future leases, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person (as defined in the Credit Agreement) a possessory interest in, or the right to use or occupy, all or any part of the Property, whether made before or after the filing by or against Debtor of any petition for relief under any Debtor Relief Laws (as defined in the Credit Agreement), together with any extension, renewal or replacement of the same and together with all related security and other deposits (collectively, the “**Leases**”), (5) all of the rents, additional rents, revenues, royalties, income, proceeds and profits, including early termination fees or payments, security and other types of deposits, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Property or any part thereof, whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any Debtor Relief Laws (collectively, the “**Rents**”), (6) all other agreements, such as construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Property (collectively, the “**Property Agreements**”), (7) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing, (8) all property tax refunds, utility refunds and rebates, earned or received at any time with respect to the Premises and irrespective of the time period to which they relate (collectively, the “**Tax Refunds**”), (9) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor (collectively, the “**Insurance**”), (10) all of Debtor’s right, title and interest in and to any awards, damages,

remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority in connection with any Taking (as defined in the Credit Agreement) pertaining to the Land, Improvements or Fixtures (collectively, the “**Condemnation Awards**”), (11) all of Debtor’s rights to appear and defend any action or proceeding brought with respect to the Land or the Property and to commence any action or proceeding to protect the interest of Debtor in the Land or the Property, (12) all rights to possession, including any such rights under statute and during redemption, (13) all rights, powers, privileges, options and other benefits of Debtor as lessor under the Leases, including, without limitation, the immediate and continuing right to claim for, receive, collect and receive all Rents payable or receivable under the Leases or pursuant thereto (and to apply the same to the payment of the Obligations (as defined in the Credit Agreement)), and to do all other things which Debtor or any lessor is or may become entitled to do under the Leases, and (14) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (collectively, “**Proceeds**”). As used herein, the term “Property” shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

RIDER 1
TO EXHIBIT A
(Legal Description of Madison County, Iowa Property)

COMMON ADDRESS: 1981 Highway 92, Winterset, IA 50273

PIN: 350063422011000, 350063424010000, 350063426000000, 350063442010000 and
350063482011000

The Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) and the East Half (E 1/2) of Section Thirty-four (34), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa,

EXCEPT a parcel of land in the Northeast Quarter of the Southeast Quarter of Section 34, Township 76 North, Range 28 West of the 5th Principal Meridian, Madison County, Iowa, conveyed to Farmers Electric Cooperative, Inc. in Warranty Deed recorded in Book 122, Page 646, more particularly described as follows: Commencing at the Southeast corner of Section 34, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa; thence North 00 degrees 00 minutes 00 seconds, 1,918.38 feet along the east line of said Section 34 to the point of beginning; thence North 90 degrees 00 minutes 00 seconds West 183.00 feet; thence North 00 degrees 00 minutes 00 seconds 100.00 feet; thence South 90 degrees 00 minutes 00 seconds East 183.0 feet to the East line of said Section 34; thence South 00 degrees 00 minutes 00 seconds 100.00 feet to the point of beginning.