

EASEMENT and LICENSE AGREEMENT

Easement & Application Agreement (Cook Finisher and GDU Sites)

This Easement and License Agreement ("Agreement") is made as of December 30, 2016, by and between R & L Farms Partnership LP, an Iowa limited partnership, whose address is 13942 County Road X61, Muscatine, Iowa 52761 (the "Grantor") and TriOak Foods, Inc., whose address is 103 W. Railroad, P.O. Box 68, Oakville, Iowa 52646 (singly and collectively, if more than one, the "Grantee").

Recitals

A. Whereas, Grantor is the owner of record of that certain parcel of land, consisting of approximately 800 total acres (more or less), of which approximately 480 acres are tillable acres, as legally described in **Exhibit A** attached hereto (the "Grantor's Property") and desires to obtain from Grantee natural fertilizer for spreading on the Grantor's Property;

B. Whereas, Grantee owns property legally described in **Exhibit B** attached hereto (hereinafter, the "Grantee's Property"), on which is located buildings, structures and other improvements designed and used to raise pigs (the "Facility") from which Grantee has available natural fertilizer in the form of manure, animal waste and effluent from the pigs raised in the Facility (the "Effluent"); and

C. Whereas, Grantor and Grantee desire to document their respective agreements, whereby Grantee agrees to provide Grantor with Effluent for spreading on the Grantor's Property and Grantor agrees to grant Grantee an easement over and across the Grantor's Property for the purpose of spreading the Effluent in the event Grantor is unable to spread such Effluent for any reason.

Agreement

In consideration of the mutual covenants and promises herein contained, the payment herewith of Ten Dollars (\$10.00) to Grantor and the provision of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. The Recitals set forth above are incorporated herein.
2. In exchange for the Effluent Spreading Easement, Grantee hereby agrees to sell and transfer to Grantor the Effluent generated each calendar year from Three Thousand Nine Hundred (3,900) pigs maintained by Grantee in the Facility. The sale and transfer of Effluent by Grantee to Grantor shall be without direct remuneration to Grantee. In any event, Grantor shall be solely responsible to pay for all cost and expense associated with (i) the removal of the Effluent from the Facility, (ii) the transportation of the Effluent from the Facility (iii) the application of the Effluent on lands of the Grantor and (iv) the

annual costs and expense required to obtain and/or maintain the right to continue to apply Effluent on the Grantor's lands, including the costs of sampling soil and Effluent, updating the applicable manure management plan(s) and otherwise complying with any laws, regulations, orders or permits regulating the removal, application or spreading of Effluent. If any of the costs or expenses required to be paid by Grantor are paid initially by Grantee, Grantor shall reimburse Grantee for such costs within forty-five (45) days after being invoiced for such costs by Grantee.

3. Grantor does hereby grant to Grantee a perpetual easement and license for ingress and egress to and from and the right to spread Effluent over and across Grantor's Property (the "Effluent Spreading Easement"). The Effluent Spreading Easement is for the purpose of allowing Effluent to be spread over the Grantor's Property and is for the benefit of the Facility located on Grantee's Property. Grantor shall not do or permit any act or acts that will unreasonably prevent or hinder the ingress or egress of Grantee or its employees, assignees and representatives for the specified purpose. Grantor's Property may be used to spread Effluent from pigs raised in the Facility, regardless of the ownership of the pigs.

This easement shall be exclusive so that Grantee shall have the first right to spread or apply Effluent on the Grantor's Property and no other party may spread or apply effluent on the Grantor's Property without the written consent of Grantee.

Except as otherwise provided in this Agreement, the Effluent will be spread and applied at Grantor's sole cost and expense, including labor, rolling, equipment and all other necessary items. In the event Grantor fails to remove, transport and/or spread the Effluent, Grantee shall have the right to undertake any one or more of such obligations and assess the cost and expense of such performance to Grantor, or Grantor's successors and assigns. By signing below, Grantor agrees to pay Grantee or Grantee's successors and assigns the cost and expense incurred to perform any of the obligations of Grantor hereunder.

Under this Effluent Spreading Easement, all or any portion of the Grantor's Property that is listed on **Exhibit A**, may be used to spread Effluent. In the event Grantee undertakes to spread Effluent on the Grantor's Property, Grantee shall have no obligation to use all or any portion of the Grantor's Property for application of Effluent during any year.

Grantor and Grantee shall coordinate with each other as to the appropriate times to spread Effluent on the Grantor's Property. Every effort will be made to limit such spreading to one time per year in the fall. In the event of an emergency, Effluent may need to be spread a second time which would be in the spring. Spreading may occur at any time that doing so will not harm any growing crops. In the event Grantor fails to make the Grantor's Property available for spreading the Effluent at least twice in any twelve month period (i.e. due to failure to remove crops, etc.), Grantor shall be liable to Grantee for the cost and expense of disposing of the Effluent on other property or in another manner. In such event, any revenue generated from the sale of the Effluent shall be applied to reduce the damages otherwise due from Grantor.

Various methods of application or spreading the Effluent may be used, including but not limited to spraying, subsurface injection and surface spreading. Both the Grantee and Grantor shall consult one another and mutually agree upon who will apply the Effluent and how the Effluent will be applied. In the event Grantor fails to undertake the application of the Effluent as required herein, the method of

application or spreading shall be determined by Grantee, who shall consult with Grantor in making the decision.

The Easement granted above shall terminate in the event the Facility ceases to be used for any hog production on a permanent basis, in which event the Easement shall automatically terminate. The parties agree that hog production shall be conclusively presumed to have permanently ceased in the Facility in the event the Facility is not used for hog production for twenty-four (24) consecutive months. Any cessation of all hog production at the Facility for less than twenty-four (24) consecutive months shall not affect the term of the Easement.

4. In the event Grantee undertakes to spread the Effluent on the Grantor's Property, Grantee agrees to indemnify and hold Grantor harmless from any loss, cost, damage, injury or liability incurred by Grantor due to the negligent spreading of Effluent on the Grantor's Property by Grantee, or any assignee or successor, including court costs and attorneys fees incurred by Grantor in connection with any suit or cause of action indemnified by Grantee under this Agreement. Grantor shall give Grantee prompt written notice of any claim indemnified under this Agreement and Grantee shall defend against such claim with counsel reasonably acceptable to Grantor.

5. Grantor agrees to indemnify and hold Grantee harmless from any loss, cost, damage, injury or liability incurred by Grantee due to the negligent removal, transportation or spreading of Effluent by Grantor, or any assignee or successor, including court costs and attorneys fees incurred by Grantee in connection with any suit or cause of action indemnified by Grantor under this Agreement. Grantee shall give Grantor prompt written notice of any claim indemnified under this Agreement and Grantor shall defend against such claim with counsel reasonably acceptable to Grantee.

6. Grantor acknowledges and agrees that Grantee may assign Grantee's interest in this Easement Agreement to any person, firm or entity that owns or cares for pigs raised in the Facility. Grantor agrees to execute any consents or acknowledgements that may be requested by any assignee or successor.

7. Any notice given hereunder shall be made in writing and given by personal service or certified mail to the parties at the addresses stated above or as otherwise provided by one party to the other.

Executed as of the day first written above.

Grantor:

R & L Farms Partnership LP
An Iowa limited partnership

By: Elaine L. Cook
Name: Elaine L. Cook
Title: General Partner

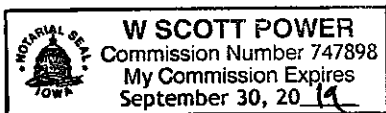
Grantee:

TriOak Foods, Inc.
an Iowa corporation

By: Randall P. Plume
Name: Randall P. Plume
Title: President

State of Iowa; County of Louisia)ss

This instrument was acknowledged before me on December 30, 2016 by Elaine L. Cook
as the (a) General Partner of **R & L Farms Partnership LP**, an Iowa
limited partnership .



W Scott Power

Notary Public in and for the State of Iowa

State of Iowa; County of Louisia)ss

This instrument was acknowledged before me December 30, 2016 by Randy Pflum
as the President of **TriOak Foods, Inc.**

Michelle Stone

Notary Public in and for the State of Iowa



Exhibit A
Grantor's Property

Tract No. 1: Parcel No. 0906128000 (138.43 acres)

All that part of the following described real estate that lies North and West of the Levee right of way, to-wit;
the East 11 acres of the West ½ of the NW ¼ ;
the East ½ of the NW ¼;
the SW ¼ of the NE ¼;
and Government Lots One and Two;
all in Section 6, Township 74 North, Range 2 West of the 5th Principal Meridian, Louisa County, Iowa, subject to the rights of the public in highways of record; **EXCEPTING** therefrom Parcel A located in the Northeast Quarter of Section 6, Township 74 North, Range 2 West of the 5th P.M., Louisa County, Iowa, as shown in Survey Plat Book 14 on page 15, as Document No. 001068, in the Louisa County Recorder's office.

Tract No. 2: Parcel No. 0519404000

All that part of the Southeast Quarter of Section 19, Township 75 North, Range 2 West of the 5th P.M., lying East of the Drainage Ditch.

All of the West Half of the Southwest Quarter of Section 20, Township 75 North, Range 2 West of the 5th P.M., lying South and west of the public highway,

EXCEPTING THEREFROM a tract containing 5.5 acres, more or less, described as beginning at a point on the West right of way line of the County highway extending in a generally northerly and southerly direction through said W ½ SW ¼, at a point 1,360 feet in a southerly direction along said right of way line from the intersection of the West right of way line of said County highway with the South right of way line of the County highway running East and West along the North line of said W ½ SW ¼, thence northerly along said West right of way line to the intersection aforesaid a distance of 1,360 feet, thence west on said South right of way line 353 feet to a point, thence southerly by a straight line to the point of beginning.

Tract No. 3: Parcel No.'s 0530403000, 0530433000, 0531229000, & 0531227000

Government Lot 1 in Section 31, Township 75 North, Range 2 West, containing 40.30 acres;
Government Lot 2 in Section 31, Township 75 North, Range 2 West, containing 30.68 acres;
Also that part of the Southwest Quarter of the Northwest Quarter lying South and East of the road and of the West Half of the Southwest Quarter of Section 29; and that part of the Northwest Quarter of the Northwest Quarter and of Government Lots 1 and 2 in Section 32, all in Township 75 North, Range 2 West of the 5th P.M., lying West of the levee, **EXCEPTING THEREFROM**

1. A tract of 108.39 acres conveyed to Frank R. Hunzinger by deed dated February 10, 1950, recorded in Deed Record 207, Page 635 and said excepted tract being also platted in Surveyor's Record C, Page 388 in the office of the Recorder of Louisa County, Iowa, including the easement for right of way purposes to said excepted tract;

2. A tract of land located in the West Half of Section 32 and the East Half of Section 31, Township 75 North, Range 2 West of the 5th P.M., Louisa County, Iowa, more particularly described as follows:

Commencing at the Southwest corner of the Northwest Quarter of said Section 32;

thence North 89°46' 00" East 1351.59 feet to an iron pipe on the Levee right of way and the point of beginning of the tract herein described; thence South 23° 54' 12" West along said right of way 287.40 feet;

thence South 18° 59' 15" West along said right of way 234.87 feet;

thence North 71° 00' 45" West 100.00 feet;

thence North 18° 59' 15" East 44.54 feet;

thence North 70° 42' 05" West 468.08 feet;

thence North 63° 30' 05" West 285.92 feet;

thence North 75° 45' 05" West 594.35 feet to the centerline of a county road and the beginning of a 1910.1 foot radius nontangent curve having a center which bears North 78° 54' 07" West; thence Northwesterly along said centerline an arc distance of 804.66 feet through a central angle of 24° 08' 12";

thence North 84° 58' 25" East 1986.27 feet to the Levee right of way;

thence South 15° 42' 24" West along said right of way 301.31 feet;

thence South 28° 30' 08" West along said right of way 298.82 feet;

thence South 23° 54' 12" West along said right of way 479.46 feet to the point of beginning.

3. Parcel A located in the NE ¼ of Section 31-75-2, Louisa County, Iowa, as shown in the Plat of Survey filed June 20, 2014, in Book 18, Page 118, and as Document No. 2014-0649, in the office of the Recorder of Louisa County, Iowa

In Section 30, Township 75 North, Range 2 West:

All that part of Government Lot 4, lying East of Drainage Ditch Lateral #2.

All of the Northeast Quarter of the Southeast Quarter, lying East of the public road.

A tract in the Southwest corner of said Northeast Quarter of the Southeast Quarter bounded on the East by the public road and on the North by the 4.66 acre tract located in Government Lot 3 and the Northeast Quarter of the Southeast Quarter, as exemplified by Plat of Survey recorded in Book C, at Page 306 of Irregular Surveys, Office of Recorder of Louisa County, Iowa.

A tract in the Southeast corner of Government Lot 3, bounded on the North by the aforesaid 4.66 acre tract and bounded on the West by Drainage Ditch Lateral #2,

EXCEPTING THEREFROM

a. Auditor Parcel A (being a tract of 5.794 acres, more or less) in the Southeast Quarter of said Section 30, as exemplified by plat thereof recorded in Surveyor's Record 9 at page 78 in the Office of the Recorder of Louisa county, Iowa.

b. Amended Parcel B (being a tract of 8.14 acres, more or less) in the Southeast Quarter of the Southeast Quarter of Section 30 and the Northeast Quarter of the Northeast Quarter of Section 31, Township 75 North, Range 2 West of the 5th P.M., as shown in plat of survey recorded November 14, 2016, as Fee Book number 2016-0856, in the Office of the Recorder of Louisa County, Iowa.

Exhibit B
Grantee's Property

1. Cook Finisher Farm, LLC Property. Cook Finisher Farm, LLC owns the following real estate located in Louisa County, Iowa:

Parcel A located in the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 6, Township 74 North, Range 2 West of the 5th P.M., Louisa County, Iowa, as shown in Survey Plat Book 14 on page 15, as Document No. 001068, in the Louisa County Recorder's Office.

2. R & L Farms Partnership LP Property. R & L Farms Partnership LP owns the following real estate located in Louisa County, Iowa:

A parcel of land located in the Northeast Quarter of Section 31, Township 75 North, Range 2 West of the 5th P.M., Louisa County, Iowa, commencing at the Northeast Corner of Section 31; Thence South 00°55'42" East 408.29 feet along the East Line of the Northeast Quarter of Section 31; Thence North 90°00'00" West 194.69 feet to the point of beginning; Thence South 30°36'23" East 183.11 feet; Thence South 59°19'17" West 575.83 Feet to the Centerline of County Road X61; Thence North 22°55'12" West 184.80 feet along said centerline; Thence North 59°19'17" East 551.12 Feet to the point of beginning. Parcel "A" contains 2.37 Acres and is subject to easements of record.

The property also is described as:

Parcel A located in the NE ¼ of Section 31-75-2, Louisa County, Iowa, as shown in the Plat of Survey filed June 20, 2014, in Book 18, Page 118, and as Document No. 2014-0649, in the office of the Recorder of Louisa County, Iowa