Exhibit A

SCHEDULE OF DEFINITIONS AND COVENANTS

As further acknowledged in Section 2.01 of the Master Credit Agreement, Party has received the Schedule of Definitions via paper copy, electronic copy, electronic mail or by accessing the Schedule of Definitions with the version number that matches the version shown in the footer of this Agreement at https://www.raboag.com/about-us/scheduledefinitions-167.

The following terms shall have the following meanings in the Loan Documents:

ARTICLE 1 - Definitions

1.01 **Accordion Increase** means an uncommitted increase in the maximum principal amount of the Line of Credit more particularly described in the MCA or any amendment, modification or supplement thereto.

1.02 **Accounts Receivable** means account(s) (as that term is defined in the UCC) which: (A) arise from the operation of Borrower's business, including without limitation, under any policy(ies) of insurance or from the sale of goods or the providing of services by Borrower, which comply with the account debtor's specifications (if any) and have been provided or delivered to, and have been accepted by, account debtor, (B) arise in the ordinary course of Borrower's business, (C) are evidenced by (1) an invoice rendered to account debtor dated not earlier than the date of the provision of services or the date of shipment or delivery of goods, if applicable, or (2) other documentation acceptable to Lender, (D) have payment terms acceptable to Lender, (E) are not over 90 days past the later of (1) the date of invoice, if any, or (2) the date of delivery of the goods or services to which they relate, (F) are not evidenced by a note, chattel paper or other instrument, (G) are not payable on an installment basis, (H) are valid, legally enforceable and unconditional obligations of the account debtor, and not subject to any account payable by Borrower to the account debtor, setoff, counterclaim, or credit, allowance or adjustment by the account debtor, or to any claim by the account debtor denying liability thereunder in whole or in part (to the extent of the amount of such setoff or counterclaim) or are restructured, extended or modified, (I) do not arise out of a contract which, by its terms, forbids, restricts or makes void or unenforceable the assignment by Borrower to Lender of the account arising with respect thereto, (J) are owing by an account debtor which (1) is not an Affiliate of Borrower, (2) is a resident or citizen of, and is located within, the United States of America, and (3) is not the subject of an Insolvency Proceeding, (K) are not accounts arising from a "sale on approval", "sale or return" or "consignment", or subject to any other repurchase or return agreement, (L) are not accounts with respect to which possession and/or control of the goods sold giving rise thereto is held, maintained or retained by Borrower, if any (or by any agent or custodian of Borrower, if any), (M) comply with all warranties, representations and covenants in the Loan Documents relating thereto, (N) if account debtor is the United States of America or any state or local governmental entity, or any department, agency or instrumentality thereof, Borrower has assigned its rights to payment of such Accounts to Lender, pursuant to the Assignment of Claims Act of 1940, as amended, or pursuant to any similar state or local law, regulation or requirement, or as otherwise acceptable to Lender and (O) are not owing by an account debtor with respect to which 20% or more of the aggregate accounts owing by such account debtor to Borrower do not meet the criteria set forth in this definition for any reason; provided, that Lender may, consistent with Lender's normal credit practices, from time to time upon 30 days prior written notice to Borrower, designate other criteria (or exclusions) for the definition of an account(s) in addition to those above; provided, also, that such designation shall be immediately effective upon the occurrence of an Event of Default or if an Event of Default is in existence at the time of such designation.

1.03 **ACH** means Automated Clearing House, an electronic funds-transfer system run by the National Automated Clearing House Association.

1.04 **ACH Payments** means Lender's initiation of debits to the Designated Account, on the due date, for all interest and principal payments, any fees and expenses, and any other amounts due and payable by Borrower with respect to the applicable Loan, by means of the automatic clearinghouse electronic funds transfer system, or by any other commercially accepted method.

1.05 **Adjust** means to increase or decrease.

1.06 **Adjusted** means increased or decreased.

1.07 **Adjustment** means an increase or decrease.

1.08 **Adjustment Date** means each date on which the Interest Rate is or may be Adjusted by Lender pursuant to the MCA or any amendment, modification or supplement thereto.

1.09 **Advance Period** means the period of time that Lender is extending credit from time to time to the Borrower from the Closing Date to the Maturity Date (that period, including extensions, if any) more particularly described in the MCA or any amendment, modification or supplement thereto.

1.10 **Affiliate** means of a Person other than an individual, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

1.11 **Amortization Period** means the period of time commencing on the date the applicable Loan is made over which equal period payments of the applicable Loan would result in the reduction of the outstanding principal balance of the applicable Loan being reduced to zero.

1.12 **Amount** means the aggregate unpaid principal balance of the applicable Loan.

1.13 **Annual Anniversary Date** means, with respect to each Loan, the annual anniversary date set forth in the MCA or any amendment, modification or supplement thereto for such Loan, or any other earlier date when, under the terms of the MCA, the entire unpaid principal amount of such Loan is due.

1.14 **Applicable Law** means all existing and future laws, orders, ordinances, rules and regulations of or by a Governmental Authority; except that in determining the Maximum Rate, Applicable Law shall mean those laws, orders, ordinances, rules and regulations in effect as of the date hereof or if there is a change in Applicable Law which (a) permits Lender to charge interest on amounts which Lender would not otherwise be permitted to charge interest, or (b) increases the permissible rate of interest, then the new Applicable Law as of its effective date.

1.15 **Applicable Obligor Covenants Schedule** means the Applicable Obligor Covenant Schedule, as may from time to time be amended, modified, replaced or supplemented in Lender's sole discretion and as attached to the MCA as Exhibit B.

1.16 **Appraisal** means a third party valuation of Real Estate performed by an appraiser with significant experience in rural appraisal principles, practices and valuations who is (i) state licensed or certified in at least one state, (ii) a member of the American Society of Farm Managers and Rural Appraisers (ARA), or (iii) a member of the Appraisal Institute (MAI).

1.17 **Appraisal Expenses** means Lender's out of pocket expenses incurred in connection with obtaining any Appraisal of the Collateral.

1.18 **Appraisal Value** means the value of Collateral as determined by an Appraisal in form and content satisfactory to Lender and subject to Lender's review and Adjustment as deemed appropriate by Lender.

1.19 **Bank Secrecy Act** means the Bank Secrecy Act, 31 U.S.C. Section 5311, *et seq*.

1.20 **Banking Counterparty** means any party providing Banking Product(s) to Borrower, who has entered into an agreement with Lender to provide Banking Products to Borrower(s).

1.21 **Banking Obligations** means all indebtedness, liabilities and obligations of Borrower for or in connection with any Banking Products provided to Borrower, including, without limitation, all Obligations of Borrower to Banking Counterparty if any, as a result of: (a) deposits of credit items that are returned by the issuing bank; (b) ACH debit items originated by Borrower which settle with insufficient funds in Borrower's deposit account; (c) letters of credit issued by the Banking Counterparty for the benefit of Borrower; (d) trade finance services; and (e) all service charges and fees posted to the account, whether such amounts are now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several.

1.22 **Banking Products** means any deposit accounts, ACH lines of credit, sweep accounts, etc. between Borrower and a Banking Counterparty for the purpose of managing cash and related banking matters.

1.23 **Bankruptcy Code** means Title 11 of the United States Code.

1.24 **Base Rate** means with respect to each applicable Loan Type, the greater of (i) the Prime Rate plus the Interest Rate Margin per annum, Adjusted daily, or (ii) the Floor Rate per annum. The Base Rate is Adjusted daily.

1.25 **Base Rate Loan** means a Loan which bears interest at a Base Rate.

1.26 **Book Overdraft/Outstanding Pending Transactions** means uncashed checks and other outstanding debits to the Borrower's Eligible Demand Deposit Accounts and other outstanding obligations of Borrower, as determined by Lender.

1.27 **Borrower** shall be a Party that is designated in a Facility Sheet from time to time as a Borrower.

1.28 **Borrower Representations** means all representations made by Borrower to Lender under the MCA.

1.29 **Borrower's Funds Account** means an interest-bearing escrow account established by Borrower with a depository institution acceptable to Lender in connection with a Construction Line of Credit or as otherwise may be required by Lender.

1.30 **Borrowing Base** means, with respect to each applicable Loan Type, the meaning given unto such term (including any components thereof) in the MCA or any amendment, modification or supplement thereto.

1.31 **Borrowing Base Certificate** means a certificate in a form required by Lender, properly completed and certified by Borrower, for purposes of calculating the Borrowing Base for each applicable Loan, together with all supporting documentation required by Lender.

1.32 **Budget** means with respect to each applicable Loan Type, the applicable budget included in the MCA or any amendment, modification or supplement thereto, including anticipated costs of Borrower that was approved by Lender in connection with each Loan Type.

1.33 **Building Loan Agreement** means any building loan agreement between Borrower and Lender, if any.

1.34 **Business Day** means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized or required to close under the Applicable Laws of the State of Iowa or Missouri, or are in fact closed in the State of Iowa or Missouri, provided that, when used in connection with a SOFR Rate Loan calculation, determination, prepayment or requests or notices from the Borrower involving a SOFR Rate Loan or a SOFR Rate borrowings, the term "Business Day" means any such day that is a U.S. Government Securities Business Day.

1.35 **Capital Expenditures** means expenditures for fixed or capital assets.

1.36 **Capital Lease** means any rental agreement that meets GAAP criteria for its treatment as an agreement for purchase of an asset rather than for use of the asset by way of a true (or operating) lease.

1.37 **Cash Forward Cattle Contract** means a contract for the future sale of cattle ("live cattle", "feeder cattle" or otherwise, as acceptable to Lender) which has been entered into and is enforceable by the owner and buyer of such cattle at a cash price that is fixed on the date when the contract is entered.

1.38 **Cash Forward Hog Contract** means a contract for the future sale of hogs ("isowean pigs", "feeder hogs", "lean hogs", "live hogs" or otherwise, as acceptable to Lender) which has been entered into and is enforceable by the owner and buyer of such hogs at a cash price that is fixed on the date when the contract is entered and is otherwise acceptable to Lender.

1.39 **Cattle** means any calves, heifers, steers, cows, bulls and other cattle (including without limitation, "live cattle", "feeder cattle" or otherwise, as acceptable to Lender) as may be more particularly described in the MCA or any amendment, modification or supplement thereto with respect to any Loan Type.

1.40 **Cattle Deposits Received** means cash deposits received by Borrower from a feedyard or other buyer relating to the sale of Cattle by Borrower at certain agreed upon terms acceptable to Lender.

1.41 **Cattle Finishing Costs** means the aggregate of all costs and expenses for Feed, medicine, shelter and all other items of cost or expense which are customarily or otherwise expected to be incurred to bring Eligible Cattle to a weight at which they are to be sold for slaughter.

1.42 **Cattle Futures Contract** means a contract for the future sale of Cattle which has been entered into or could have been entered into by the Cattle owner through the Chicago Board of Trade, the Chicago Mercantile Exchange, the Kansas City Board of Trade or any other United States contract market subject to the jurisdiction of the Commodity Futures Trading Commission, acceptable to Lender.

1.43 **Cattle Marketing Costs** means reasonable expenses to be incurred in the sale of the Cattle at the point for delivery.

1.44 **Closing** means (a) the acknowledgement by Lender that all conditions precedent to the applicable Loan are satisfied or waived in accordance with the MCA, or (b) the applicable Loan is made, whichever is earlier.

1.45 **Closing Date** means the date of the Closing or Conversion (as applicable) of the applicable Loan as set forth in the MCA or any Transaction Document or amendment, modification or supplement thereto for such Loan.

1.46 **Closing Expenses** means Lender's out of pocket expenses, including Legal Fees and any fees and costs payable by Lender as set forth in the MCA or any amendment, modification or supplement thereto, incurred in connection with the underwriting of the applicable Loan or the Closing.

1.47 **Co-Maturity Provision** means that under the MCA, all unpaid Loan Obligations with respect to any Loan shall be paid on the earlier of the date when any Loan Obligations with respect to any other Loan are due or are Prepaid in full.

1.48 **Collateral** means any and all of the (i) real property of the Borrower pursuant to which Liens in favor of Lender and/or Collateral Agent are granted or intended to be granted pursuant to the Collateral Documents, (ii) personal property of the Borrower, of every kind and character, including all accounts, contracts, contract rights, Permits, general intangibles, payment intangibles, investment property, chattel paper, furniture, fixtures, equipment, motor vehicles (untitled or titled, whether or not Lender's lien is noted on any title), watering and irrigation apparatus, pumps, motors, generators, pipes, center pivot irrigators and sprinklers, frost protection apparatus, windmills, fences, fittings, appliances, inventory, instruments, inventory, farm products, including crops grown, growing or to be grown, livestock in their unmanufactured state, timber standing or to be cut, minerals or the like (including oil and gas), raw materials, intellectual property, proceeds of any crop insurance, price support payment or other government program, books and records including but not limited to any computer-readable memory and any computer hardware or software necessary to process such memory, and any hedging obligations, whether now owned and existing or hereafter acquired or arising, wherever located, together with all accessions thereto, substitutions and replacements therefor, and all proceeds thereof, pursuant to which Liens in favor of Lender and/or Collateral Agent are granted or intended to be granted pursuant to the Collateral Documents, and (iii) all other items and property pursuant to which Liens in favor of Lender and/or Collateral Agent are granted or intended to be granted pursuant to the Collateral Documents.

1.49 **Collateral Agency Agreement** means the internal collateral agency agreement between Rabo AgriFinance LLC, formerly known as Rabo Agrifinance, Inc., and Rabobank, and selected Affiliates governing their rights and obligations permitting Rabo AgriFinance LLC to act as a Collateral Agent in servicing the applicable Loan or Obligation.

1.50 **Collateral Agent** means Rabo AgriFinance LLC, and its role as set forth in the Collateral Agency Agreement.

1.51 **Collateral Assignment** means any assignment of personal property such as grazing leases, farm product purchase contracts, intellectual property, water stock, certificates and rights, membership interests, corporate stock, livestock or the like now or hereafter entered into by a Party, Borrower or other Person in favor of Collateral Agent and encumbering all or any portion of the Collateral described therein.

1.52 **Collateral Documents** means any Security Instrument, Guaranty, Mortgage and any other instruments and agreements securing all or any of the Obligations.

1.53 **Committed Amount** means the principal face amount of the Note more particularly described in the MCA or any amendment, modification or supplement thereto.

1.54 **Commodity Hedge Account** means any commodity hedging or other agreement enabling a Person to limit the market risk of holding a commodity in either the cash or futures market.

1.55 **Compensation** means, as applicable, salaries and other compensation paid to shareholders, members, partners, directors, managers, and officers.

1.56 **Compliance Certificate** means a certificate setting forth (i) the information and computations (in sufficient detail) to establish compliance with all Borrower Covenants (ii) whether there exists an Event of Default or event which with the passage of time or the giving of Notice would be an Event of Default and, if any such Event of Default or other event exists, specifying the nature thereof and the action being taken or proposed to be taken with respect to that Event of Default or other event.

1.57 **Condemnation Award** means all awards made for the taking by condemnation or the power of eminent domain, or any proceeding or purchase in lieu thereof, of the whole or any part of the Real Estate.

1.58 **Consent and Waivers by Borrower and Non-Borrower Grantor** means Lender is authorized to perform any of the following acts at any time, all without Notice to Non-Borrower (whether designated in any Transaction Document as "Non-Borrower Grantor" or "Non-Borrower Pledgor") and, to the extent applicable to Borrower and the Loan Document permits an action without Notice, to Borrower, in each case to the extent permitted under any applicable law, without affecting the rights of Lender or Borrower or Non-Borrower's Obligations under the Loan Documents (and upon any such act Borrower and Non-Borrower confirms and agrees that such Non-Borrower's Obligations and any accommodations, lien or security interests in or to its properties shall not in any way be novated, discharged or otherwise impaired, and shall continue, be ratified and be affirmed and shall remain in full force in effect): (i) alter any terms of the MCA or any part of it, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of, or increasing or decreasing the rate of interest on, the Obligations; (ii) take and hold security for the Obligations, accept additional or substituted Collateral for the Obligations, and subordinate, exchange, enforce, waive, release, compromise, fail to perfect, sell or otherwise dispose of any such Collateral; (iii) apply any Collateral now or later held for the Obligations in any order that Lender may choose, and direct the order and manner of any sale of all or any part of it and bid at any such sale; (iv) release Borrower of its liability for the Obligations or any of them; (v) substitute, add or release any one or more guarantors or endorsers of the Obligations; and (vi) extend other credit to Borrower, and take and hold security for the credit so extended, whether or not such security also secures the Obligations. Furthermore, Non-Borrower waives: (i) any right to require Lender to proceed against Borrower, proceed against or exhaust any Collateral held from Borrower, or pursue any other remedy in Lender's power to pursue; (ii) any defense based on any legal disability of Borrower, any discharge or limitation of the liability of Borrower to Lender, whether consensual or arising by operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor-relief proceeding, or from any other cause, or any claim that Non-Borrower's Obligations exceed or are more burdensome than those of Borrower; (iii) all presentments, demands for performance, Notices of nonperformance, protests, Notices of protest, Notices of dishonor, Notices of acceptance of the Loan Documents and of the existence, creation, or incurring of new or additional indebtedness of Borrower, and demands and Notices of every kind; (iv) any defense based on or arising out of any defense that Borrower may have to the payment or performance of the Obligations or any of them; (v) until the Obligations have been paid and performed in full, all rights of subrogation, reimbursement, indemnification and contribution (contractual, statutory or otherwise), including any claim or right of subrogation under the Bankruptcy Code or any successor statute, all rights to enforce any remedy that Lender may have against Borrower, and all rights to participate in any Collateral now or later to be held by Lender for the Obligations; (vi) replace the rate with an alternative rate in accordance with the rights afforded to it under the MCA (including, without limitation, under the Section entitled "Inability to Determine Rates") and (vii) make any technical, administrative, operational or consequential changes that the Lender is permitted to make under the MCA to the Loans or Loan Documentation. Borrower and Non-Borrower waive all rights and defenses that Borrower or Non-Borrower may have because the Obligations may be secured by any particular Collateral. This means, among other things: (i) Lender may enforce the Loan Documents against Borrower or Non-Borrower without first foreclosing on any other real or personal property Collateral securing the Obligations; and (ii) if Lender forecloses on any particular Collateral securing the Obligations: (A) the amount of the Obligations may be reduced only by the price for which that Collateral is sold at the foreclosure sale, even if the Collateral is worth more than the sale price, and (B) Lender may enforce the Loan Documents against Borrower or Non-Borrower even if Lender, by foreclosing on any Collateral, has destroyed any right Borrower or Non-Borrower may have to collect from the other. This is an unconditional and irrevocable waiver of any rights and defenses Borrower or Non-Borrower may have because the Obligations may be secured by any particular Collateral. Borrower and Non-Borrower waive any right or defense it may have at law or equity, to a fair market value hearing or action to determine a deficiency Judgment after a foreclosure of any Collateral granted to Lender under the Loan Documents. Borrower and Non-Borrower assume full responsibility for keeping informed of each other's financial condition and business operations and all other circumstances affecting the other's ability to pay and perform its Obligations to Lender, and agrees that Lender will have no duty to disclose to Borrower or Non-Borrower any information which Lender may receive about the other's financial condition, business operations, or any other circumstances bearing on its ability to perform. No provision or waiver in the Loan Documents shall be construed as limiting the generality of any other provision or waiver contained in this consent. Borrower and Non-Borrower each certify that as of the date hereof and after giving effect to the advance(s) contemplated by the applicable Loan and Security Instrument to which the Consent and Waiver by Non-Borrower Grantor applies, each of Borrower and Non-Borrower is and will be solvent. Borrower and Non-Borrower each represent that it has determined that the terms available to the maker of the Note are in Borrower's or Non-Borrower's best interests. Each of Borrower and Non-Borrower acknowledges that it will derive substantial direct and indirect benefit from the transactions contemplated by the Note. Each of Borrower and Non-Borrower has determined that its execution, delivery and performance of the Security Instrument to which the Consent and Waiver by Borrower or Non-Borrower Grantor applies, directly benefits, and is within the duly authorizede purposes and in the best interests of the Borrower or Non-Borrower, respectively. Each of Borrower and Non-Borrower certifies that as of the date hereof Borrower or Non-Borrower is not engaged in business or a transaction, or about to engage in business or a transaction for which any property remaining with Borrower or Non-Borrower will result in an unreasonably small amount of capital.

1.59 **Consolidated** means, in connection with any definition, financial report or financial covenant, the combination of the applicable Persons, together with their Subsidiaries.

1.60 **Construction Line of Credit** means any credit Lender shall extend from time to time to Borrower in accordance with the MCA or any amendment, modification, or supplement thereto.

1.61 **Contractor** means, individually and collectively, any or all contractor(s) providing labor or materials for the completion of a Project under a contract with Borrower.

1.62 **Control** of a Person other than an individual means the power to direct the management and policies of that Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

1.63 **Conversion** means the conversion of any applicable Construction Line of Credit, Development Line of Credit, or Equipment Line of Credit Loan into a Term Loan provided all terms and conditions in the MCA are satisfied.

1.64 **Conversion Conditions** shall have the same meaning given unto such term in the MCA or any amendment, modification or supplement thereto.

1.65 **Conversion Date** means the date Lender acknowledges that all conditions precedent to the Conversion are satisfied or waived, more particularly described in the MCA or any amendment, modification or supplement thereto.

1.66 **Conversion Deadline** means the date by which an applicable Construction Line of Credit, Development Line of Credit, or Equipment Line of Credit may be converted to a Term Loan as set forth in the MCA or any amendment, modification or supplement thereto.

1.67 **Conversion Maturity Date** means the Maturity Date of the Conversion.

1.68 **Covenants** means all covenants made by Borrower under the MCA, which shall be in effect until such time as all Obligations have been paid in full and Lender has no obligation to make any advance on the applicable Loan.

1.69 **CPA** means an individual that has been designated Certified Public Accountant by the American Institute of Certified Public Accountants.

1.70 **CPA Audited** means audited by a CPA, including an auditor's opinion.

1.71 **CPA Compiled** means compiled by a CPA, including a compilation report.

1.72 **CPA Reviewed** means reviewed by a CPA, including a review report.

1.73 **Credit Agreement** means the MCA as may be amended, modified or supplemented from time to time.

1.74 **Cross Collateralized Loan Documents** means any and all loan, Mortgage, Security Agreement and guaranty documents entered into between Borrower, and/or any Affiliates of Borrower, and Lender and/or Collateral Agent that are Cross Collateralized with any Loan made hereunder for the purposes of securing the Loan Obligations.

1.75 **Cross Collateralized** means the Total Property shall secure to Lender the payment of the Cross Collateralized Notes and the performance of the covenants and agreements set forth in the Cross Collateralized Security Instruments and any of the other documents and instruments relating to the applicable Loan, all of which are secured to Lender without apportionment or allocation of any part or portion of the Collateral and without apportionment or allocation of any part or portion of the Total Property. In addition to the rights and remedies provided to Lender elsewhere in the MCA or the Cross Collateralized Loan Documents, upon the breach of any covenant or agreement in any Cross Collateralized Loan Document, Lender shall be allowed to enforce the payment and to exercise all of the rights, remedies and powers provided under any of the Cross Collateralized Loan Documents, or under any provision of law, in one or more proceedings, whether contemporaneous, consecutive or both, to be determined by Lender in its sole and absolute discretion. Lender may enforce its rights against any one or more portions, parts or parcels of the Total Property in such order and manner as Lender may elect in its sole and absolute discretion. The enforcement of the Cross Collateralized Loan Documents against any one or more portion, part or parcel of the Total Property, whether by court action, power of sale or otherwise, shall not constitute an election of remedies, and shall not prejudice or in any way limit or preclude the enforcement of any Cross Collateralized Loan Document through one or more additional proceedings. No Judgment obtained by Lender in any one or more enforcement proceedings shall merge the secured debt into such Judgment, and all of such debt which shall remain unpaid shall be a continuing Obligation of Borrower, not merged into any such Judgment. The Cross Collateralized Security Instruments shall secure to Lender the repayment of any amount which Borrower may owe to Lender pursuant to the Cross Collateralized Notes, including without limitation the amount of any Judgment, together with any interest thereon, which may be rendered in connection with the enforcement of any of the Cross Collateralized Loan Documents. Borrower waives and relinquishes any and all rights it may have, whether at law or equity, to require Lender to proceed to enforce or exercise any rights, powers or remedies Lender may have under any particular Cross Collateralized Loan Document in any particular manner or order or in any particular state or county. Lender may bring any action or proceeding, including without limitation foreclosure through judicial proceedings or by power of sale in state or federal courts, and such proceeding may relate to all or any part of the Total Property without regard to the fact that any one or more prior or contemporaneous proceeding has been commenced elsewhere with respect to the same or any other part of the Total Property. In the event of the enforcement or foreclosure of any Cross Collateralized Security Instrument whether by way of judicial proceedings or nonjudicial proceedings, the proceeds of such enforcement or foreclosure shall be applied to the repayment of any of the Cross Collateralized Loan Documents in any order as Lender may decide in Lender's sole discretion. Any release of any Cross Collateralized Security Instrument with respect to any one portion, part or parcel of the Total Property shall not in any event prevent or impair Lender from enforcing all of its rights and remedies with respect to any portion, part or other parcel of the Total Property. Borrower and any party who now has or may in the future have a security or other interest in any of the Total Property waives any and all right to require the marshaling of assets or to require that any of the Total Property be sold in the inverse order of alienation, or that any of the Total Property be sold in parcels, or as an entirety, or in any combination, in connection with the exercise of any of the remedies permitted by Applicable Law, or any of the Loan Documents.

1.76 **Cross Collateralized Notes** means a Note that is Cross Collateralized.

1.77 **Cross Collateralized Security Instruments** means a Security Instrument which is Cross Collateralized.

1.78 **Current Ratio** means the ratio of current assets to current liabilities.

1.79 **Daily Compounded SOFR** means Daily Compounded SOFR (With Observation Shift) andor Daily Compounded SOFR (Without Observation Shift), as applicable.

1.80 **Daily Compounded SOFR (With Observation Shift)** means an index rate per annum calculated by the formula set forth below. Daily Compounded SOFR (With Observation Shift) shall be increased by the Spread Adjustment, if any, and an Interest Rate Margin as set forth in the MCA or any amendment, modification or supplement thereto and may be Adjusted from time to time in Lender's discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs, all comprising the Interest Rate with respect to each applicable Loan as set forth in the MCA or any amendment, modification or supplement thereto.

Daily Compounded SOFR (With Observation Shift) Formula: For any Observation Period (defined below), the percentage rate per annum (rounded to the nearest one hundred thousandth of a percentage point) calculated as follows:

$$\left[\prod_{i=1}^{d_o}\left(1 + \frac{n_i \times FlooredSOFR_{i-[\_\_]Business\,Days}}{N}\right) - 1\right] \times \frac{N}{d}$$

For purposes of calculating the rate in the above formula:

"d_o" is the number of U.S. Government Securities Business Days in the Observation Period;

"i" is a series of whole numbers from one to d_o, each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first Business Day in the Observation Period to, but excluding, the last U.S. Government Securities Business Day in the Observation Period;

"Floored $SOFR_{i-[5]\,Business\,Days}$" is, for any U.S. Government Securities Business Day "i" during the Observation Period, the greater of: (a) SOFR for the U.S. Government Securities Business Day (such day, the "SOFR Determination Day") which is five (5) U.S. Government Securities Business Days prior to that U.S. Government Securities Business Day "i" and (b) the Floor Rate of zero. If by 5:00 pm (New York City time) on the second (2nd) U.S. Government Securities Business Day immediately following any SOFR Determination Day, SOFR in respect of such SOFR Determination Day has not been published on the SOFR administrator's website and the benchmark has not been replaced pursuant to the MCA, then SOFR for such SOFR Determination Day will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR administrator's website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Compounded SOFR for no more than three (3) consecutive U.S. Government Securities Business Days "i";

"n_i" is, for any U.S. Government Securities Business Day "i", the number of calendar days from, and including, that U.S. Government Securities Business Day "i" up to, but excluding, the following U.S. Government Securities Business Day;

"N" is 360; and

"d" is the number of calendar days in the Observation Period.

"Observation Period" means (a) for purposes of the calculation of interest for any Daily Compounded SOFR Rate Loan (or portion thereof) payable on the Interest Payment Date therefor, the period from, and including, the date that is five (5) U.S. Government Securities Business Days preceding the first date in such Interest Period to, but excluding, the date that is five (5) U.S. Government Securities Business Days preceding such Interest Payment Date and (b) for purposes of the calculation of interest for any such Daily Compounded SOFR Rate Loan (or portion thereof) that accrues on or after the Interest Payment Date therefor, the period from, and including, the date that is five (5) U.S. Government Securities Business Days preceding such Interest Payment Date and to, but excluding, the date that is five (5) U.S. Government Securities Business Days preceding the date on which such interest is actually paid to the Lender.

1.81 **Daily Compounded SOFR (Without Observation Shift)** means an index rate per annum calculated by the formula set forth below. Daily Compounded SOFR (Without Observation Shift) shall be increased by the Spread Adjustment, if any, and an Interest Rate Margin as set forth in the MCA or any amendment, modification or supplement thereto and may be Adjusted from time to time in Lender's discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs, all comprising the Interest Rate with respect to each applicable Loan as set forth in the MCA or any amendment, modification or supplement thereto.

Daily Compounded SOFR (Without Observation Shift) Formula: For any U.S. Government Securities Business Day during an Interest Period, the rate per annum (rounded to the nearest one hundred thousandth of a percentage point) calculated as follows:

$$(CER_m - CER_{m-1}) \times \frac{N}{n_m}$$

For purposes of the above formula:

"CERm" is the Compounded Effective Rate for that U.S. Government Securities Business Day "m";

"CERm-1" is, in relation to that U.S. Government Securities Business Day "m", the Compounded Effective Rate for the immediately preceding U.S. Government Securities Business Day (if any) during such Interest Period;

"n_m" is, the number of calendar days from, and including, that U.S. Government Securities Business Day "m" up to, but excluding, the following U.S. Government Securities Business Day;

"N" is 360; and

"Compounded Effective Rate" is, for any U.S. Government Securities Business Day during an Interest Period (the "Calculation Business Day"), the percentage rate per annum calculated as set out below:

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{n_i \times FlooredSOFR_{i-[5]Business\ Days}}{N}\right)\right]-1$$

For purposes of calculating the Compounded Effective Rate:

"Calculation Period" means the period from the first U.S. Government Securities Business Day of that Interest Period to, and including, such Calculation Business Day;

"d_o" is the number of U.S. Government Securities Business Days in the Calculation Period;

"i" is a series of whole numbers from one to do, each representing the relevant U.S. Government Securities Business Day in chronological order in the Calculation Period;

"Floored SOFR$_{i - [5]\ Business\ Days}$" is, for any U.S. Government Securities Business Day "i" during the Calculation Period, the greater of: (a) SOFR for the U.S. Government Securities Business Day (such day, the "SOFR Determination Day") which is five (5) U.S. Government Securities Business Days prior to that U.S. Government Securities Business Day "i" as such SOFR is published by the SOFR administrator on their website and (b) the Floor Rate of zero. If by 5:00 pm (New York City time) on the second (2nd) U.S. Government Securities Business Day immediately following any SOFR Determination Day, SOFR in respect of such SOFR Determination Day has not been published on the SOFR administrator's website and the benchmark has not been replaced pursuant to the MCA, then SOFR for such SOFR Determination Day will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR administrator's website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Compounded SOFR for no more than three (3) consecutive U.S. Government Securities Business Days "i";

"n_i" is, the number of calendar days from, and including, that U.S. Government Securities Business Day "i" up to, but excluding, the following U.S. Government Securities Business Day; and

"N" has the same meaning as the term above.

1.82 **Daily Compounded SOFR Rate Continuation** means the continuation of the Interest Rate of any Daily Compounded SOFR Rate Loan for another Interest Period.

1.83 **Daily Compounded SOFR Rate Conversion** means a Rate Conversion of any Daily Compounded SOFR Rate Loan.

1.84 **Daily Compounded SOFR Rate Loan** means a Loan which bears an Interest Rate indexed at Daily Compounded SOFR, as set forth in the MCA or any amendment, modification or supplement thereto.

1.85 **Daily Simple SOFR** means, for any day (a "SOFR Interest Day"), an index rate per annum equal to SOFR for the day (such day "i") that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Interest Day is a U.S. Government Securities Business Day, such SOFR Interest Day or (ii) if such SOFR Interest Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Interest Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website. If by 5:00 pm (New York City time) on the second (2nd) U.S. Government Securities Business Day immediately following any day "i", the SOFR in respect of such day "i" has not been published on the SOFR administrator's website and Daily Simple SOFR has not been replaced pursuant to the MCA, then SOFR for such day "i" will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR administrator's website; provided that any SOFR determined pursuant to this sentence shall be utilized for purposes of calculation of Daily Simple SOFR for no more than three (3) consecutive SOFR Interest Days. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower. Daily Simple SOFR shall be increased by the Spread Adjustment, if any, and an Interest Rate Margin as set forth in the MCA or any amendment, modification or supplement thereto and may be Adjusted from time to time in Lender's discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs, all comprising the Interest Rate with respect to each applicable Loan as set forth in the MCA or any amendment, modification or supplement thereto..

1.86 **Daily Simple SOFR Rate Loan** means a Loan which bears an Interest Rate indexed at Daily Simple SOFR, as set forth in the MCA or any amendment, modification or supplement thereto.

1.87 **Daily Simple SOFR Rate Conversion** means a Rate Conversion of any Daily Simple SOFR Rate Loan.

1.88 **Dairy Cattle** means milk cows, dry cows, breeding bulls, heifers, calves and other dairy cattle.

1.89 **Dairy Current Ratio** means the ratio of current assets (including Dairy Cattle) to current liabilities, plus any Funded Debt related to Dairy Cattle.

1.90 **Dairy Debt Service Coverage Ratio** means the ratio of Stabilized EBITDA (net of Herd Maintenance Expenses) minus Compensation (to the extent, if any, not treated as an expense for purposes of calculating EBITDA), minus Distributions (net of cash contributions), and minus cash income taxes to the current portion of Funded Debt plus interest expense, plus Capital Lease payments.

1.91 **Dairy Working Capital** means (a) current assets (including Dairy Cattle) minus (b) current liabilities plus any Funded Debt related to Dairy Cattle.

1.92 **Debt Service Coverage Ratio** means the ratio of Stabilized EBITDA minus Compensation (to the extent, if any, not treated as an expense for purposes of calculating EBITDA), minus Distributions (net of cash contributions), and minus cash income taxes to the current portion of Funded Debt plus interest expense, plus Capital Lease payments.

1.93 **Debt to Tangible Net Worth** means the ratio of total liabilities to Tangible Net Worth.

1.94 **Debt to Total Assets Ratio** means total liabilities divided by total assets converted to an equivalent percentage.

1.95 **Default Rate** means the rate applicable to the unpaid principal balance of the Loans plus 10.000% per annum. Interest payable at the Default Rate shall be paid from time to time on demand, or if not sooner demanded, on the first day of each month. The provisions of this section will neither constitute a waiver of any Event of Default nor require the declaration of an Event of Default.

1.96 **Designated Account** means a demand deposit account with a Banking Counterparty or another bank approved by Lender in good standing, that Borrower is required to maintain, upon the request of Lender, so long as Lender has any obligation to make any advance of Loan funds or any Loan Obligations or any Loan remains unpaid or unsatisfied.

1.97 **Designated Person** means one or more individuals designated to Lender in writing by the parties comprising Borrower.

1.98 **Development Line of Credit** means any credit Lender shall extend from time to time to Borrower in accordance with the MCA or any amendment, modification or supplement thereto.

1.99 **Distributions** means, as applicable, living expenses for individuals, or dividends, distributions or other payments (whether in cash, securities or other property) with respect to any capital stock, membership interest, general or limited partnership interest, beneficial interest in a trust or other equity interest.

1.100 **Drafting Conventions** means the following described conventions which the Loan Documents shall be interpreted in accordance with, unless expressly stated therein or the context otherwise requires: (a) the words "include," "includes," and "including" are to be read as if they were followed by the phrase "without limitation"; (b) unless otherwise expressly stated, terms and provisions applicable to two or more Persons shall apply on an individual, as well as collective basis; (c) headings and captions are provided for convenience only and do not affect the meaning of the text which follows; (d) references to a parcel or tract of real estate means, without limitation, the land described, and any and all improvements located thereupon and all easements or other rights or interests benefiting that land; (e) references to an agreement or instrument means that agreement or instrument, together with all extensions, renewals, modifications, substitutions and amendments thereof, subject to any restrictions thereon in that agreement or instrument or in the Loan Documents; (f) ANY REPORT OR DOCUMENT TO BE RECEIVED BY LENDER SHALL BE SATISFACTORY IN FORM AND CONTENT TO LENDER; (g) WHEREVER (I) LENDER EXERCISES ANY RIGHT GIVEN TO IT TO APPROVE OR DISAPPROVE, (II) ANY ARRANGEMENT OR TERM IS TO BE SATISFACTORY TO LENDER, OR (III) ANY OTHER DECISION OR DETERMINATION IS TO BE MADE BY LENDER, THEN EXCEPT AS MAY BE OTHERWISE EXPRESSLY AND SPECIFICALLY PROVIDED THEREIN, THE DECISION TO APPROVE OR DISAPPROVE, ALL DECISIONS THAT ARRANGEMENTS OR TERMS ARE SATISFACTORY OR NOT SATISFACTORY, AND ALL OTHER DECISIONS AND DETERMINATIONS MADE BY LENDER, SHALL BE IN THE SOLE DISCRETION OF LENDER, WITHOUT REGARD FOR THE ADEQUACY OF ANY SECURITY FOR THE OBLIGATIONS; (h) whenever by the terms of the Loan Documents, Borrower is prohibited from taking an action or permitting the occurrence of some circumstance, Borrower shall not, directly or indirectly take that action or permit that circumstance, or directly or indirectly permit any Subsidiary to take that action or permit that circumstance; (i) evidence of the occurrence or non-occurrence of any event, or the existence or nonexistence of any circumstance to be delivered to Lender must be in a form satisfactory to Lender; (j) unless specified otherwise, references to a statute or regulation means that statute or regulation as amended, modified or supplemented from time to time and any corresponding provisions of successor statutes or regulations; (k) unless otherwise specified, all references to a time of day are references to the time in St. Louis, Missouri; (l) references to "month" or "year" are references to a calendar month or calendar year, respectively; (m) if any date specified in the MCA as a date for taking action falls on a day that is not a Business Day, then that action may be taken on the next Business Day; (n) a pronoun used in referring generally to any member of a class of Persons, or Persons and things, applies to each member of that class, whether of the masculine, feminine, or neuter gender; (o) references to "articles," "sections," "subsections," "paragraphs;" "exhibits," and "schedules" reference articles, sections, subsections, paragraphs, exhibits, and schedules, respectively, of the MCA unless otherwise specifically provided; (p) the words "hereof," "herein," "hereunder," and "hereby" refer to the MCA as a whole and not to any particular provision of the MCA; (q) the definitions in the Schedule of Definitions and Covenants, MCA and the Loan Documents apply equally to both singular and plural forms of the terms defined; and (r) for purposes of computing periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding".

1.101 **Drawdown Date** means in the case of the applicable Loan, the date on which that Loan is made, in the case of a Rate Conversion, the effective date of the Rate Conversion, and in the case of a LIBOR Rate Continuation, a Term SOFR Rate Continuation or a Daily Compounded SOFR Rate Continuation, the effective date of the LIBOR Rate Continuation, Term SOFR Rate Continuation or Daily Compounded SOFR Rate Continuation, respectively.

1.102 **EBITDA** means at any date (a) net income, excluding any extraordinary and non-operating income (unless deemed by Lender to be recurring in nature), of a Person for the preceding twelve months plus (b) any interest expense, income taxes, depreciation, amortization, and other noncash charges for that twelve months to the extent they were deducted from gross income to calculate net income.

1.103 **Election to Prepay** means Borrower's notification to Lender, which notification may be given at any time prior to the Adjustment Date, of its election to Prepay the principal indebtedness accruing interest at the Long Term Adjustable Rate.

1.104 **Eligible Accounts Receivable** means (as may be further limited by specific defined terms) Accounts Receivable which are (A) owned by Borrower, (B) subject to a first priority perfected security interest in favor of Lender, (C) not subject to any Lien in favor of a Person other than Lender, (D) neither 30 days past the original due date, nor 30 days past the later of (1) the date of invoice, if any, or (2) the date of delivery of the goods or services to which the Accounts Receivable relate, (E) not due from a single account debtor in aggregate more than 20% of all Accounts Receivable (other than as acceptable to Lender), and (F) otherwise acceptable to Lender; excluding any portion constituting advertising, finance charges, services charges, or sales or excise taxes.

1.105 **Eligible Breeding Stock** means Cattle, gilts, sows, boars, or other such livestock designated and maintained by Borrower for breeding purposes, which are (A) owned by Borrower at a location approved by Lender; (B) subject to a first priority perfected security interest in favor of Lender; (C) not subject to any Lien in favor of a Person other than Lender; and (D) otherwise acceptable to Lender.

1.106 **Eligible Cash Forward Cattle Contract** means any Cash Forward Cattle Contract with respect to Eligible Cattle entered from time to time by Borrower that is acceptable to Lender in all respects.

1.107 **Eligible Cattle** means Cattle acceptable to Lender which are (A) owned by Borrower at a location approved by Lender; (B) subject to a first priority perfected security interest in favor of Lender; (C) not subject to any Lien in favor of a Person other than Lender; and (D) otherwise acceptable to Lender.

1.108 **Eligible Cattle Down Payments** means down payments paid by Borrower for Cattle purchased from sellers, to be delivered to the Borrower at an agreed upon date in the future and intended to become Eligible Cattle, all as acceptable to Lender.

1.109 **Eligible Cattle Futures Contract** means any Cattle Futures Contract with respect to Eligible Cattle entered from time to time by Borrower that is acceptable to Lender in all respects.

1.110 **Eligible Cattle Value** means, with respect to Eligible Cattle, the market value determined by (A) multiplying (1) the price per hundredweight at which an Eligible Cattle Futures Contract (for delivery and cash settlement of live cattle on a delivery date nearest to the estimated date on which such cattle will be finished, or for delivery and cash settlement of feeder cattle on a delivery date nearest to the estimated date on which such cattle will meet feeder cattle contract specifications) could be entered into by the Borrower with respect to Eligible Cattle on the date the Eligible Cattle Value is determined, or (2) the price per hundredweight of an Eligible Cash Forward Cattle Contract with respect to Eligible Cattle between Borrower and a reputable counterparty acceptable to Lender, plus or minus the local basis (e.g., plus or minus the 5 year average Texas Panhandle Live Cattle Basis provided by the Texas Cattle Feeders Association) and any premiums or discounts, times (3) the number of hundredweights projected to be deliverable when such Eligible Cattle are finished, then (B) subtracting the sum of (1) Cattle Finishing Costs projected to be incurred, on the basis of existing market conditions, plus (2) Cattle Marketing Costs; provided, however, if there is no Eligible Cattle Futures Contract or Eligible Cash Forward Contract for reference, then the market value will be determined by (Y) multiplying (1) the price per hundredweight of the animal's respective weight class as determined by the CattleFax Regional Feeder price, times (2) the animal's current weight, or (Z) other means as determined by Lender.

1.111 **Eligible Commodity Hedge Accounts** means the net equity position in favor of Borrower in Commodity Hedge Accounts, as determined by brokerage statements satisfactory of Lender (A) subject to a first priority perfected security interest in favor of Lender; (B) subject to a control agreement in favor of Lender, (C) not subject to any Lien in favor of a Person other than Lender; and (D) are otherwise acceptable to Lender.

1.112 **Eligible Customer Notes Receivable** means any Cattle financing agreement, promissory note, security agreement,, UCC filing, feeding contract, contract to market and sell customer cattle and any other agreement or related document (in a form acceptable to Lender) executed by and between Borrower and any of its customers (acceptable to Lender) relating to the feeding, handling, financing or marketing (including without limitation hedging) of Eligible Customer Cattle by the Borrower that meet all of the following requirements at all times: (A) are delivered to the Lender; (B) are subject to Borrower's properly perfected first priority agister's lien (or other first priority security interest or Lien) to protect Borrower's interest therein (and in the related Eligible Customer Cattle; (C) are maintained in all respects in accordance with Borrower's written policy governing the documentation of Borrower's feeding, handling, financing or marketing (including without limitation hedging) of Eligible Customer Cattle; and (D) the terms of which are not materially altered without Lender's prior consent and immediate delivery to Lender of the Lender-approved changes to such documentation.

1.113 **Eligible Customer Cattle** means Cattle acceptable to Lender (A) owned by a customer of Borrower at a location approved by Lender; (B) subject to a first priority perfected security interest in favor of Borrower; (C) not subject to any Lien in favor of a Person other than Borrower; and (D) otherwise acceptable to Lender.

1.114 **Eligible Dairy Cattle** means milk cows, dry cows, breeding bulls, heifers, calves and other dairy cattle acceptable to Lender (A) owned by Borrower, (B) located at a dairy owned or leased by Borrower; (C) subject to a first priority perfected security interest in favor of Lender; (D) not subject to any Lien in favor of a Person other than Lender; and (E) otherwise acceptable to Lender.

1.115 **Eligible Dairy Current Ratio** means the ratio of current assets (including Eligible Dairy Cattle) to current liabilities, plus any Funded Debt related to Eligible Dairy Cattle.

1.116 **Eligible Dairy Debt Service Coverage Ratio** means the ratio of Stabilized EBITDA (net of Herd Maintenance Expenses) minus Compensation (to the extent, if any, not treated as an expense for purposes of calculating EBITDA), minus Distributions (net of cash contributions), and minus cash income taxes to the current portion of Funded Debt plus interest expense, plus Capital Lease payments.

1.117 **Eligible Dairy Working Capital** means (a) current assets (including Eligible Dairy Cattle) minus (b) current liabilities plus any Funded Debt related to Eligible Dairy Cattle.

1.118 **Eligible Demand Deposit Accounts** means the balance of demand deposit accounts which are (A) owned by Borrower, (B) with a financial institution approved by Lender; (C) subject to an account control agreement acceptable to Lender, or otherwise subject to a first priority perfected security interest in favor of Lender; (D) not subject to any Lien in favor of a Person other than Lender; and (E) otherwise acceptable to Lender, less uncashed checks, overdrafts and other outstanding debits related thereto.

1.119 **Eligible Feed Account Receivable** means Eligible Accounts Receivable related to the sale of Feed or providing of services under a feeding agreement(s) or similar agreement(s) otherwise acceptable to Lender which are (1) subject to a first priority perfected security interest in favor of Lender, (2) not subject to any Lien in favor of a Person other than Lender, (3) secured by the Borrower's Lien on the Feed Account Receivable Related Cattle, and (4) otherwise acceptable to Lender; excluding any portion constituting advertising, finance charges, services charges, or sales or excise taxes.

1.120 **Eligible Feed and Grain Inventory** means Feed and other grain which is (A) owned by and in the possession of Borrower or in the possession of a bailee who has executed and returned a bailee letter to Lender, if required, in form and substance acceptable to Lender, (B) subject to a first priority perfected security interest in favor of Lender; (C) not subject to any Lien in favor of a Person other than Lender; (D) not spoiled or otherwise in a condition unsuitable for feeding livestock; and (E) otherwise acceptable to Lender.

1.121 **Eligible Hedged Cattle** means Eligible Cattle (A) subject to (1) a commodity hedge agreement involving hedge transactions as carried under an Eligible Commodity Hedge Account, (2) an Eligible Cash Forward Cattle contract, or (3) another hedging method acceptable to Lender; and (B) at a location approved by Lender.

1.122 **Eligible Inventory** means Inventory which is (A) owned by and in the possession of Borrower at a location owned by Borrower or otherwise acceptable to Lender, (B) subject to a first priority perfected security interest in favor of Lender; (C) not subject to any Lien in favor of a Person other than Lender; and (D) otherwise acceptable to Lender.

1.123 **Eligible Investment in Growing Crops** means the lesser of (A) actual expenses incurred in connection with the planting, growth and harvest cycle of then-currently growing annual crops, the type and timing of which are acceptable to Lender, on land owned by Borrower or land leased by Borrower and, at the option of Lender, to which Lender has been granted a right of access for purposes of harvesting those crops, not including one-time development costs in connection with Permanent Crop Plantings and expenses incurred in connection with the processing of harvested crops; or (B) 60% of the projected harvested value of those crops, as determined by Lender.

1.124 **Eligible Milk Accounts Receivable** means Accounts Receivable resulting from the sale of fluid milk (including deferred Accounts Receivable resulting from the sale of fluid milk, as approved by Lender) (A) from a creamery acceptable to Lender, (B) subject to a first priority perfected security interest in favor of Lender; and (C) are not subject to any Lien in favor of a Person other than Lender; and (D) otherwise acceptable to Lender.

1.125 **Eligible Option Protected Cattle** means Eligible Cattle subject to an Eligible Cattle Futures Contract that provides a put option for the month during which such Eligible Cattle are projected to finish, with a strike price equal to at least 95% of the corresponding Eligible Cattle Futures Contract price for such Eligible Cattle.

1.126 **Eligible Packer Account Receivable** means an Eligible Account Receivable resulting from the sale of livestock to a buyer acceptable to Lender which have been shipped, not to exceed 10 days past the shipping date when due, and (A) subject to a first priority perfected security interest in favor of Lender, (B) not subject to any Lien in favor of a Person other than Lender, and (C) otherwise acceptable to Lender.

1.127 **Eligible Pasture Cattle** means Cattle which are not located in a feedyard facility but which are otherwise acceptable to Lender which are (A) owned by Borrower at a location approved by Lender; (B) subject to a first priority perfected security interest in favor of Lender; (C) not subject to any Lien in favor of a Person other than Lender; and (D) otherwise acceptable to Lender.

1.128 **Eligible Poultry** means live poultry and chickens, including broilers, layers, and live pullets, and which are (A) owned by Borrower (not including Borrower's interest in any poultry described above, if any, which are co-owned with Borrower's customers or other Persons), (B) located in poultry facilities owned or leased by Borrower; (C) subject to a first priority perfected security interest in favor of Lender; (D) not subject to any Lien in favor of a Person other than Lender; and (D) otherwise acceptable to Lender.

1.129 **Eligible Prepaid Crop Expenses** means amounts prepaid to vendors acceptable to Lender for the purchase of goods or services used in the production of crops growing on land owned by Borrower or land leased by Borrower and, at the option of Lender, to which Lender has been granted a right of access for purposes of harvesting those crops, not including one-time development costs and expenses incurred in connection with the production of crops harvested.

1.130 **Eligible Prepaid Feed and Input Expenses** means the amounts prepaid to vendors acceptable to Lender for the purchase of Feed commodities and other inputs acceptable to Lender.

1.131 **Eligible Procurement Cattle** means Cattle acceptable to Lender which are (A) owned by Borrower at a location approved by Lender; (B) to be resold to Borrower's customers within 30 days from the date of acquisition by Borrower; (C) subject to a first priority perfected security interest in favor of Lender; (D) not subject to any Lien in favor of a Person other than Lender; and (E) otherwise acceptable to Lender.

1.132 **Eligible Real Estate** means Real Estate which is (A) owned by and in the possession of Borrower or subject to leases acceptable to Lender which are subordinated to the interests of Lender, (B) subject to a first priority mortgage or deed of trust to or for the benefit of Lender; (C) not subject to any Lien in favor of a Person other than Lender except non-delinquent ad valorem real estate taxes and assessments; (D) not subject to any covenants, restrictions or other encumbrances except those which have been expressly approved by Lender; (E) subject to a lender's policy of title insurance approved by Lender; (F) not subject to any environmental contamination or other condition of the premises or improvements unacceptable to Lender; and; and (G) otherwise acceptable to Lender.

1.133 **Eligible Swine** means isowean pigs, feeder pigs, market hogs, or other such swine acceptable to Lender which are (A) owned by Borrower at a location approved by Lender; (B) subject to a first priority perfected security interest in favor of Lender; (C) not subject to any Lien in Favor of a Person other than Lender; and (D) otherwise acceptable to Lender.

1.134 **Eligible Swine Value** means the market value with respect to Eligible Swine determined by (A) multiplying (1a) the price per hundredweight at which a Hog Futures Contract (dated nearest to the estimated date on which such hogs would be finished or, in the case of feeder hogs or isowean pigs, dated nearest to the estimated date on which such hogs would meet feeder hog or isowean pig contract specifications) could be entered into by the Borrower on the date the Eligible Swine Value is determined, or (1b) the price per hundredweight of a Cash Forward Hog Contract with respect to Eligible Swine between Borrower and a reputable counterparty acceptable to Lender (plus or minus the local basis and any premiums or discounts), times (2) the number of hundredweights projected to be deliverable when such hogs are finished, then (B) subtracting the sum of (1) Hog Finishing Costs projected to be incurred, on the basis of existing market conditions, plus (2) Hog Marketing Costs. Provided, however, that if there is no available Hog Futures Contract or Cash Forward Hog Contract for reference, then the market value will be determined by (Y) multiplying (1) the price per hundredweight of the animal's respective weight class as determined by Lender, times (2) the animal's current weight, or (Z) other means as determined by Lender.

1.135 **Eligible Veterinary Supplies** means animal medicines and health supplies normally used for the care of livestock which are (A) owned by and in the possession of Borrower, (B) subject to a first priority perfected security interest in favor of Lender; (C) not subject to any Lien in favor of a Person other than Lender; (D) not spoiled or otherwise in a condition unsuitable for use; and (E) otherwise acceptable to Lender.

1.136 **Energy Law** means all Applicable Laws relating to or imposing (A) rates, financial or organizational standards for (or exemptions therefrom) or (B) standards of conduct concerning (or exemptions therefrom), the source, production, generation, storage, transmission, use, distribution, sale, allocation or any other aspect of energy (including without limitation, oil, gas, natural gas, hydroelectric, electric, solar, wind, anaerobic digester).

1.137 **Environmental Information** means any evidence that Borrower is in compliance with all applicable Environmental Laws, including an environmental compliance audit of Borrower's operations conducted by a third party professional approved by Lender, a phase I environmental assessment of the Real Estate performed by a third party consultant approved by Lender and an asbestos survey of the Real Estate performed by a third party professional approved by Lender.

1.138 **Environmental Law** means all Applicable Laws relating to or imposing liability or standards of conduct concerning protection of health or the environment.

1.139 **EPC Agreement** means an agreement with respect to the engineering, procurement and construction (or installation) of an agricultural, commercial, renewable energy or other production facility or system, including without limitation, solar energy, anaerobic digester, livestock production or other facility or system entered by Borrower, the terms of which are acceptable to Lender.

1.140 **Equipment Financed** means the equipment more particularly described in the MCA or any amendment, modification or supplement thereto with respect to any applicable Loan Type.

1.141 **Equipment Line of Credit** means any credit Lender shall extend from time to time to Borrower in accordance with the MCA or any amendment, modification or supplement thereto.

1.142 **ERISA** means the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.143 **ERISA Affiliate** means any trade or business (whether or not incorporated) under common control with any Borrower within the meaning of Section 414(b) or (c) of the Internal Revenue Code (and Sections 414(m) and (o) of the Internal Revenue Code for purposes of provisions relating to Section 412 of the Internal Revenue Code).

1.144 **Event of Default** means, upon Lender's election, the occurrence of any of the following:

(a) **Non-Payment.** Any payment required under any Loan Document is not received by Lender by the first Business Day after the fourth calendar day following its scheduled due date;

(b) **False Representation.** The Financial Information or any Borrower Representation in any Loan Document is materially incorrect or misleading;

(c) **Covenant Violation.** The violation of or failure to comply with any Borrower Covenant;

(d) **Taxes, Insurance, Collateral Maintenance.** Borrower does not (i) pay (or cause payment of) all taxes assessed on the Collateral prior to the date when delinquent; (ii) maintain (or cause to be maintained) all policies of insurance required under the Transaction Documents and pay (or cause payment of) all premiums for that insurance on or prior to the date when due; and (iii) maintain the Collateral (or cause the Collateral to be maintained) in good condition and repair, all in accordance with the terms and conditions of the Transaction Documents;

(e) **Death.** The death of (i) any Borrower or Guarantor who is an individual, (ii) if any Borrower or Guarantor is a partnership, any general partner of that partnership who is an individual, or (iii) if any Borrower or Guarantor is the trustee under a trust acting in that capacity, any individual trustor under the trust;

(f) **Management Change.** A change in the present executive or management personnel of any Borrower;

(g) **Federal Tax Lien.** The filing of any federal tax Lien against any Borrower or Guarantor, any member or general partner of any Borrower or Guarantor, or against the Collateral and same is not discharged of record within 30 days after the date filed;

(h) **Insolvency.** An Insolvency Proceeding is initiated by any Borrower or Guarantor; any Insolvency Proceeding initiated Borrower or Guarantor by another Person that is not discharged within 60 days after filing; or Lender, in its sole discretion, determines Borrower or Guarantor to be insolvent;

(i) **Adverse Judgment.** Borrower or Guarantor, if any, or any Subsidiary are or become subject to a Judgment or Judgments: (i) for the payment of money in an aggregate amount (as to all such Judgments or orders) exceeding the Judgment Threshold Amount, which are not covered by independent third-party insurance as to which the insurer does not dispute coverage, or (ii) that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and, in either case, (A) enforcement proceedings are commenced by any creditor upon any such Judgment, or (B) there is a period of ten consecutive days during which a stay of enforcement of any such Judgment, by reason of a pending appeal or otherwise, is not in effect;

(j) **Other Loan Document Default.** Any "default" or "Event of Default" as that term is defined in any Loan Document other than the MCA which is not cured within any applicable cure or grace period;

(k) **Cross-Collateralized Loan Document Default.** Any default in the payment or performance of a term or condition of any Cross Collateralized Loan Document which is not cured within any applicable cure or grace period;

(l) **Default Under Any Other Loan.** Any default in the payment or performance of a term or condition of any credit agreement, note, security agreement, Mortgage, deed of trust, deed to secure debt, or other agreement or instrument evidencing or securing any other indebtedness, liabilities or Obligations of Borrower to Lender or Rabobank, or any other Affiliate of Lender, or any Swap Counterparty;

(m) **Hedging Agreement Default.** Any default termination event or other similar event under any Hedging Agreement which is not cured within any applicable cure or grace period;

(n) **Material Adverse Effect.** Any Material Adverse Effect as to any Borrower or Guarantor;

(o) **Monetary Default After Notice.** For more than ten days after Notice from Lender, Borrower is in default under any term, covenant or condition of the MCA not previously described in this definition, which can be cured by the payment of a sum of money; and

(p) **Non-Monetary Default After Notice.** For 30 days after Notice from Lender, Borrower is in default under any term, covenant or condition of the MCA not previously described in this definition; provided that if (i) it is reasonably certain that the default cannot be cured by Borrower within that 30 day period and (ii) Borrower has commenced curing that default within that 30 day period and thereafter diligently and expeditiously proceeds to cure that default, then that 30 day period will be extended for so long as reasonably required by Borrower in the exercise of due diligence to cure that default, up to a maximum of 90 days after the Notice to Borrower of the Event of Default.

1.145 **Exceptions to Non-Recourse** means, collectively, (a) Lender's rights under any guaranty, indemnification (including any indemnity with respect to Environmental Laws or Hazardous Substances), agreement to hold harmless, master lease or similar instrument contained in or made in connection with the Loan Documents; (b) Lender's right to rents and profits, deposits, insurance proceeds or Condemnation Awards; (c) Losses incurred by Lender due to fraud or misrepresentation by or on behalf of Borrower in connection with the Loans; (d) Losses incurred by Lender due to waste or willful damage to the Collateral caused or suffered by Borrower; (e) Losses incurred by Lender due to the nonpayment real estate taxes, assessments, ground rents or other impositions on the Collateral (including reimbursement for any such amounts paid by Lender) (f) Losses incurred by Lender due to any failure to maintain and pay premiums in connection with policies of insurance required under the terms of the Loan Documents (g) court costs, Legal Fees and other expenses of Lender incurred in connection with an Event of Default.

1.146 **Excess Payments** means any permitted Prepayments or permitted excess payments more particularly described in the MCA or any amendment, modification or supplement thereto.

1.147 **Facility Sheet** means an agreement titled "Facility Sheet" whether now or hereafter entered into with Lender setting forth the principal terms, covenants, definitions and Reporting Requirements applicable to any Note with respect to any Loan of any Loan Type entered into in connection with the MCA.

1.148 **Federal Flood Insurance** means flood insurance which has been made available under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994 (as such acts may from time to time be amended).

1.149 **Feed** means grain, silage and other roughage feed, feed ingredients, and finished feed normally used for feeding livestock.

1.150 **Feed Account Receivable Related Cattle** means Cattle in the possession of the Borrower which are subject to a first Lien under common law or statutory first liens in favor of Borrower securing the Eligible Feed Accounts Receivable, as long as Borrower has taken all action required to perfect such Lien and to be entitled to the priority afforded thereby.

1.151 **FERC** means the Federal Energy Regulatory Commission (or any successor agency), as established for implementation of the laws of the United States of America, including without limitation, as amended, the Federal Power Act, the Public Utility Regulatory Policies Act of 1978, or the Public Utilities Holding Act of 2005).

1.152 **FFSC** means the Financial Guidelines for Agricultural Producers, published by the Farm Financial Standards Council.

1.153 **Financial Covenant** means any covenant contained in the Loan Documents regarding the financial status of a Person other than Lender.

1.154 **Financial Information** means all financial statements and other reports, documents, instruments, information and forms of evidence concerning Borrower, Guarantor, if any, the Collateral, or any other fact or circumstance, delivered to Lender in connection with Borrower's application for any Loan, Lender's underwriting and approval of any Loan, or the MCA and the other Loan Documents.

1.155 **Fixed Rate** means with respect to each applicable Loan Type, that rate determined by Lender and agreed to by Borrower on or before two Business Days prior to the date on which interest at that rate shall begin to accrue, fixed for the remainder of the term of the applicable Loan Type, more particularly described in the MCA or any amendment, modification or supplement thereto.

1.156 **Fixed Rate Loan** means a Loan which bears interest at a Fixed Rate.

1.157 **Fixed Rate Lockout Period** means any period of time for a Fixed Rate Loan which Prepayments are not permitted.

1.158 **Floor Rate** means the minimum per annum Interest Rate that may be charged on a Loan as stated in the MCA or any amendment, modification or supplement thereto.

1.159 **Funded Debt** means all outstanding long term liabilities for money borrowed for non-consumer purposes, other long term interest-bearing non-consumer liabilities, and Capital Leases.

1.160 **GAAP** means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board, consistently applied and as in effect from time to time.

1.161 **Governmental Authority** means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

1.162 **Guarantor** means any Party that is designated in a Facility Sheet from time to time as a guarantor and who from time to time enters into any Guaranty.

1.163 **Guaranty** means any guaranty (if any) from time to time entered into in connection with any Loan made hereunder for the benefit of Lender and/or Collateral Agent.

1.164 **Hard Costs** means the costs of all labor, materials, equipment, fixtures and furnishings necessary for final completion of the Project.

1.165 **Hazardous Substance** means any substance, material or waste that is or becomes designated or regulated as "toxic," "hazardous," "caustic," "pollutant," or "contaminant" or a similar designation or regulation under any Environmental Law, and shall also include, without limitation, asbestos, polychlorinated biphenyl, petroleum, petroleum products, and natural gas.

1.166 **Hedging Agreement** means any derivatives, swaps, caps, collars or other similar agreement between Borrower and a Swap Counterparty, for the purpose of fixing or limiting interest expense, or any foreign exchange, currency hedging, commodity hedging, security hedging or other agreement between Borrower and a Swap Counterparty, for the purpose of limiting the market risk of holding currency, a security or a commodity in either the cash or futures markets.

1.167 **Hedging Obligations** means all indebtedness, liabilities and Obligations of Borrower under any Hedging Agreement, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several.

1.168 **Herd Maintenance Expenses** means the cost of self-raised dairy cows added to the dairy cattle herd, if any; plus the cost of purchased cows added to the herd; if any, less income from the sale or other disposition of cull cows, if any.

1.169 **Hog Finishing Costs** means the aggregate of all costs and expensed for Feed, medicine, shelter and all other items of cost or expense which are customarily or otherwise expected to be incurred to bring hogs to a weight at which they are to be sold for slaughter.

1.170 **Hog Futures Contract** means a contract for the future sale of hogs (“isowean pig”, “feeder hogs”, “live hogs” or otherwise, as acceptable to Lender) which has been entered into or could have been entered into by the owner of such hogs and priced on a lean hog futures basis through the Chicago Board of Trade, the Chicago Mercantile Exchange, the Kansas City board of Trade or any other United States contract market subject to the jurisdiction of the Commodity Futures Trading Commission, acceptable to Lender.

1.171 **Hog Marketing Costs** means reasonable expenses to be incurred in the sale of the hogs at the point for delivery under a Hog Futures Contract.

1.172 **In Balance** means that the amount of the undisbursed portion of the Maximum Amount for any Construction Line of Credit, plus any sums on deposit in Borrower’s Funds Account, plus any sums Lender has agreed may be paid by Borrower as they come due, are sufficient to complete the Project.

1.173 **Indemnified Persons** means, collectively, the Lender, its officers, directors, employees, partners, agents and attorneys.

1.174 **Indemnified Banking Counterparty Liabilities** means all indebtedness, liabilities and Banking Obligations of Borrower to a Banking Counterparty, in connection with banking products and services provided by the Banking Counterparty to Borrower, if any, including all Obligations of Borrower to the Banking Counterparty as a result of: (a) deposits of credit items that are returned by the issuing bank; (b) ACH debit items originated by Borrower which settle with insufficient funds in Borrower's deposit account; (c) letters of credit issued by the Banking Counterparty for the benefit of Borrower; (d) trade finance services; and (e) all service charges and fees posted to the account.

1.175 **Index Rate** shall be as set forth with respect to each applicable Loan in the MCA, or any amendment, modification or supplement thereto.

1.176 **Individual** means in connection with any definition, financial report or financial covenant, each applicable Person, not in combination of other applicable Persons or their Subsidiaries.

1.177 **Initial Principal Payment Date** means the first date of principal payment, together with all unpaid accrued interest on the Loan, and other charges under the terms of the MCA or any amendment, modification or supplement thereto or other sources in such amounts as necessary to comply with the terms of the MCA or any amendment, modification or supplement thereto.

1.178 **Insolvency Proceeding** means the appointment of a receiver with respect to any part of Person's property, an assignment by a Person for the benefit of creditors, or the commencement of any proceeding under the Bankruptcy Code or any other bankruptcy or insolvency law, by or against a Person.

1.179 **Installment Payment** means regularly scheduled payments made during the Loan's Amortization Period more particularly described in the MCA or any amendment, modification or supplement thereto.

1.180 **Integrator** means the Person(s) who holds or has contracted with Borrower under an Integrator Contract(s) for the production of all or a portion of the poultry and/or swine grown or cared for by Borrower and located at or in connection with the Collateral.

1.181 **Integrator Contract** means the poultry and/or swine contract entered into between an Integrator(s) and the Borrower for the production of the poultry and/or swine grown or cared for by Borrower and located at or in connection with the Collateral.

1.182 **Integrator Payment** means all payments or other compensation made by and Integrator(s) to Borrower pursuant to an Integrator Contract(s).

1.183 **Interest Coverage Ratio** means the ratio of EBITDA to interest expense.

1.184 **Interest Payment Date** means a date on which regularly scheduled payments of interest are due. For the avoidance of doubt, for any SOFR Rate Loan, if any Interest Payment Date would otherwise end on a day which is not a Business Day such Interest Payment Date shall end on the next succeeding Business Day unless that Business Day falls in the next succeeding calendar month, in which case the Interest Payment Date will be the preceding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension.

1.185 **Interest Period** means (a) with respect to each applicable LIBOR Rate Loan, Term SOFR Rate Loan, Daily Compounded SOFR Rate Loan and Long Term Adjustable Rate Loan (to the extent applicable), each period commencing on the date that any initial LIBOR Rate Loan, Term SOFR Rate Loan, Daily Compounded SOFR Rate Loan or Long Term Adjustable Rate Loan (to the extent applicable) is made with respect to each applicable Loan Type, or the applicable rate is recalculated, until the next Adjustment Date or, if earlier, the respective Maturity Date; and (b) with respect to each applicable LIBOR Rate Loan, Term SOFR Rate Loan or Daily Compounded SOFR Rate Loan, the period selected by Borrower or agreed to between Borrower and Lender, during which the applicable LIBOR Rate, Term SOFR Rate or Daily Compounded SOFR Rate will be effective, except that Borrower may not select any Interest Period which would extend beyond the Maturity Date of the respective Loan; each LIBOR Rate Interest Period or Term SOFR Rate Interest Period which commences on the last Business Day of a month (or on any day for which there is no numerically corresponding day in the appropriate subsequent month) shall end on the last Business Day of the appropriate subsequent month, each LIBOR Rate Interest Period or Term SOFR Rate Interest Period which would otherwise end on a day which is not a Business Day shall end on the next succeeding Business Day, each Term SOFR Rate Interest Period which would otherwise end on a day which is not a Business Day shall end on the next succeeding Business Day unless that Business Day falls in the next succeeding calendar month, in which case the Interest Period will end on the preceding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension, and unless otherwise determined by Lender, no Interest Period for any LIBOR Rate Loan or Term SOFR Rate Loan shall have a duration of less than one month, and, if the Interest Period would otherwise be a shorter period, the related LIBOR Rate Loan or Term SOFR Rate Loan shall not be available. Unless the MCA or any amendment, modification or supplement thereto provides otherwise, if a Daily Compounded SOFR Rate Loan is outstanding, such Daily Compounded SOFR Rate Loan shall use one Interest Period as initially set forth therein; and all Daily Compounded SOFR Rate Continuations shall automatically continue in such Interest Period.

1.186 **Interest Rate** means with respect to each applicable Loan, the applicable index rate for such Loan increased by an Interest Rate Margin, if any, and, for any SOFR Rate Loan, the Spread Adjustment, if any, all as set forth in the MCA or any amendment, modification or supplement thereto.

1.187 **Interest Rate Margin** means with respect to each applicable Loan, the percentage margin set by Lender and added to an indexrate or rate calculated based on an index rate to establish the Interest Rate set forth in the MCA or any amendment, modification or supplement thereto and may be Adjusted from time to time in Lender's discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs.

1.188 **Internal Revenue Code** means the Internal Revenue Code of 1986, as amended from time to time.

1.189 **Inventory** means inventory (as that term is defined in the UCC) which: (A) is not (1) packaging or shipping materials, (2) goods used in connection with maintenance or repair of properties or assets owned by Borrower, Guarantor, or any Affiliate or Subsidiary of Borrower, (3) general supplies or (4) work-in-process; (B) complies with all standards, if any, imposed by Governmental Authorities; (C) complies with all warranties, representations and covenants in the loan documents relating thereto; (D) is not unacceptable to Lender due to age, type, category, quality and/or quantity; and (F) is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreement of any other Person that would materially restrict Lender's ability to sell or otherwise dispose of such Inventory ; provided, that Lender may, consistent with Lender's normal credit practices, from time to time upon 30 days prior written notice to Borrower, designate categories of ineligible Inventory in addition to those above; provided, also, that such designation shall be immediately effective upon the occurrence of an Event of Default or if an Event of Default is in existence at the time of such designation.

1.190 **Investment** means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of capital stock or other securities of another Person, (b) a loan, advance or capital contribution to, guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor guarantees indebtedness of such other Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of assets of another Person that constitute a business unit; provided, that for purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without Adjustment for subsequent increases or decreases in the value of such Investment.

1.191 **Judgment** means a judgment, order, writ, injunction, decree, or rule of any court, arbitrator, or Governmental Authority.

1.192 **Judgment Threshold Amount** means the amount specified in the MCA or any amendment, modification or supplement thereto of a Judgment against any Borrower or Guarantor or any Subsidiary for the payment of money in an aggregate amount (as to all such Judgments or orders).

1.193 **Legal Fees** means any and all counsel, attorney, paralegal and law clerk fees and disbursements, including, but not limited to fees and disbursements at the pre-trial, trial, appellate, discretionary review, or any other level, incurred or paid by Lender in protecting and enforcing its rights and interests under the Loan Documents or the Cross Collateralized Loan Documents.

1.194 **Lender** shall have the meaning specified in the preamble of the MCA and any successors and assigns of any of its rights and Obligations under the MCA.

1.195 **Letter of Credit** and “Letters of Credit” shall mean, respectively, a letter of credit and all such letters of credit (whether direct or confirming), issued by the Lender (or caused to be issued by Lender), in its sole discretion, upon the execution and delivery by the Borrower and acceptance by the Lender of a Letter of Credit Reimbursement Agreement and a Letter of Credit Application pursuant to a Letter of Credit Facility.

1.196 **Letter of Credit Application** shall mean, with respect to any request for the issuance of a Letter of Credit, a letter of credit application in the form being used by Lender at the time of such request for the type of Letter of Credit requested.

1.197 **Letter of Credit Facility** means any loan made by Lender to Borrower pursuant to the MCA or any amendment, modification or supplement thereto.

1.198 **Letter of Credit Reimbursement Agreement** shall mean, at any time, with respect to the issuance of Letters of Credit, a Letter of Credit Reimbursement Agreement in the form being used by Lender at such time.

1.199 **Letter of Credit Repayable on Demand** shall mean the amount of any draws made by a beneficiary under a Letter of Credit shall be payable by Borrower upon the earlier of (i) the Lender’s demand for repayment, or (ii) five (5) days from the date of such draw by such beneficiary by the Lender.

1.200 **Letter of Credit Repayable over Time** shall mean the amount of any draws made by a beneficiary under a Letter of Credit shall be payable by Borrower pursuant to the terms and conditions of the Revolving Line of Credit Note pursuant to which the Letter of Credit was issued.

1.201 **LIBOR Rate** means, for any Interest Period, the rate of interest published in the "Money Rates" section of *The Wall Street Journal* (or if *The Wall Street Journal* is not available or does not publish that rate, any other authoritative source of that rate, selected by Lender from time to time for purposes of providing quotations of Interest Rates applicable to dollar deposits in an amount equal to the applicable Loan in the London interbank market at approximately 11:00 a.m., London time) on the London Banking Day immediately preceding the commencement of the Interest Period, as the rate for dollar deposits with a (30) day maturity or as the rate for dollar deposits with such other maturity to which party and Lender may agree, as set forth in the MCA or any amendment, modification or supplement thereto; provided, that the LIBOR Rate shall be increased by an Interest Rate Margin as set forth in the MCA or any amendment, modification or supplement thereto and may be Adjusted from time to time in Lender's discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs. The LIBOR Rate shall be Adjusted on the first day of the applicable LIBOR Rate Interest Period.

1.202 **LIBOR Rate Continuation** means with respect to each applicable Loan Type, the continuation of any LIBOR Rate Loan for another Interest Period.

1.203 **LIBOR Rate Conversion** means with respect to each applicable Loan Type, a Rate Conversion of any LIBOR Rate Loan.

1.204 **LIBOR Rate Interest Period** means LIBOR Rate plus the applicable Interest Period.

1.205 **LIBOR Rate Loan** means a Loan which bears interest at the LIBOR Rate set forth in the MCA or any amendment, modification or supplement thereto.

1.206 **LIBOR Rate Prepayment Costs** means that amount as determined by Lender as its loss, cost or expense incurred as a result of: (a) the Prepayment of a LIBOR Rate Loan on a day other than the last day of the Interest Period for that LIBOR Rate Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise); and (b) any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain that LIBOR Rate Loan or from fees payable to terminate the deposits from which those funds were obtained. Borrower shall also pay any administrative fees charged by Lender in connection with any event described in this paragraph above. For purposes of calculating amounts payable by Borrower to Lender under the terms of this section, Lender will be deemed to have funded each LIBOR Rate Loan by a matching deposit or other borrowing in the London interbank Eurodollar market for a comparable amount and for a comparable period, whether or not that LIBOR Rate Loan was in fact so funded.

1.207 **Lien** means any Mortgage, pledge, assignment, deposit arrangement, privilege, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

1.208 **Line of Credit** means the Revolving Line of Credit, the Non-revolving Line of Credit, the RELOC, the Construction Line of Credit or the Equipment Line of Credit.

1.209 **Line of Credit Loan** means a loan made by Lender to Borrower under a Line of Credit.

1.210 **Liquid Assets** means cash, checks, drafts, accounts that can be converted to cash, investments in U.S., state or local government debt that can be convertible to cash within 5 Business Days, without negatively affecting its market price, and other similar investments and assets that can be easily, securely, and quickly exchanged for legal tender without material loss in value, all as may be acceptable to Lender with respect to any Borrower, Party or Person.

1.211 **Loan** means any advance of funds by Lender of any Loan Type.

1.212 **Loan Documents** means the MCA, the Facility Sheet(s), the Applicable Obligor Covenants Schedule, the Notes, Security Instruments, UCC-1s, any Guaranty, the Schedule of Definitions and Covenants, Other Schedule and all other agreements and instruments required by Lender for purposes of evidencing or securing any Loan, now existing or hereinafter amended, modified or supplemented between Lender and any Borrower.

1.213 **Loan Month** means, whenever the Closing Date occurs on the first day of the month, the calendar month in which the Closing Date occurs and each subsequent calendar month, and whenever the Closing Date occurs on a date other than the first of the month, means the calendar month immediately following the calendar month during which the Closing Date occurs, and each subsequent calendar month.

1.214 **Loan Obligations** means all indebtedness, liabilities and Obligations of Borrower to Lender arising pursuant to any of the Loan Documents and any Loan Type, whether now existing or hereafter arising, whether direct, indirect, related, unrelated, fixed, contingent, liquidated, unliquidated, joint, several, or joint and several.

1.215 **Loan Opening Conditions** shall be the conditions to Lender's obligation to make the initial Loan as set forth in the MCA.

1.216 **Loan Product Conversion** means a change in the rate of interest, required payments and any other terms and conditions under which Lender would agree to convert the Loan to a fixed or long term adjustable rate term loan more particularly described in the MCA or any amendment, modification or supplement thereto.

1.217 **Loan Request** means a request for a Loan made by Borrower of Lender.

1.218 **Loan Type** means the type of Loan being entered into between Borrower and Lender from time to time as set forth in the MCA or any amendment, modification or supplement thereto.

1.219 **Loan Year** means the one calendar year period beginning with the first calendar month following the calendar month in which the applicable Closing Date or (in the case of the Conversion only) the Conversion Date, occurs, and each subsequent one calendar year period.

1.220 **London Banking Day** means a day on which banks are open for dealings in dollar deposits in the London interbank market.

1.221 **Long Term Adjustable Rate** means with respect to each applicable Loan Type, that rate, if any, agreed to between Lender and Borrower as the rate which Borrower may select pursuant to its rights under each applicable Loan Type, effective for that period of time, if any, agreed to between Lender and Borrower with respect to each applicable Loan Type, subject to Adjustment to whatever rate of interest of which Lender notifies Borrower prior to the Adjustment Date, more particularly described in the MCA or any amendment, modification or supplement thereto.

1.222 **Long Term Adjustable Rate Adjustment Date** means each date on which the rate of interest on a Long Term Adjustable Rate Loan is or may be Adjusted by Lender pursuant to the MCA or any amendment, modification or supplement thereto.

1.223 **Long Term Adjustable Rate Loan** means a Loan which bears interest at a Long Term Adjustable Rate.

1.224 **Long Term Adjustable Rate Lockout Period** means any period of time for a Long Term Adjustable Rate Loan which Prepayments are not permitted.

1.225 **Losses** means any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, Obligations, debts, damages, losses, costs, expenses, fines, penalties, charges, fees, Judgments, awards, amounts paid in settlement of whatever kind or nature (including Legal Fees).

1.226 **Margin Adjustment Date** means onset date and successive periods that the Interest Rate Margin will Adjust as set forth in the MCA or any amendment, modification or supplement thereto.

1.227 **Master Guaranty** means any master guaranty (if any) from time to time entered into in connection with any Loan made hereunder for the benefit of Lender and/or Collateral Agent.

1.228 **Material Adverse Effect** means any set of circumstances or events which (a) has or could reasonably be expected to have any material adverse effect as to the validity or enforceability of any Transaction Document or any material term or condition therein against the applicable Person; (b) is or could reasonably be expected to be material and adverse to the financial condition, business assets, operations, or property of the applicable Person; or (c) materially impairs or could reasonably be expected to materially impair the ability of the applicable Person to perform the Obligations.

1.229 **Maturity Date** means, with respect to each Loan, the Maturity Date set forth in the MCA or any amendment, modification or supplement thereto for such Loan, or any other earlier date when, under the terms of the MCA, the entire unpaid principal amount of such Loan is due.

1.230 **Maximum Amount** means with respect to each applicable Loan Type, that amount denoted as the Maximum Amount in the MCA or any amendment, modification or supplement thereto.

1.231 **Maximum Rate** means that rate per annum which, under Applicable Law, may be charged without subjecting Lender to civil or criminal liability, or limiting Lender's rights under the Loan Documents as a result of being in excess of the maximum Interest Rate which Borrower is permitted to contract or agree to pay; except that the Maximum Rate on any amount upon which Lender is not permitted to charge interest will be zero percent.

1.232 **MCA** means the Master Credit Agreement by and between the Parties and Lender in effect from time to time as may be amended, modified or supplemented from time to time, including without limitation any Facility Sheet, schedules, addendums, exhibits or attachments thereto, as may be amended, modified or supplemented from time to time.

1.233 **Minimum Principal Payment** means principal payments, together with all unpaid accrued interest on the Loan, and other charges under the terms of the MCA or any amendment, modification or supplement thereto or other sources in such amounts as necessary to comply the MCA or any amendment, modification or supplement thereto.

1.234 **Mortgage** means any mortgage,/ deed of trust, deed to secure debt, trust deed, or assignment of rents now or hereafter entered into by Borrower in favor of Collateral Agent and encumbering all or any portion of the Collateral described therein.

1.235 **Non-Borrower Grantor** means any Person who executes any Loan Document or any amendment, modification or supplement thereto for purposes of granting a Lien in Collateral but is not personally liable for such Loan.

1.236 **Non-revolving Line of Credit** means any applicable Loan made by Lender to Borrower pursuant to the MCA or any amendment, modification or supplement thereto.

1.237 **Note** means each promissory note entered into by Borrower in favor of Lender to evidence any Loan, and any other evidence of indebtedness delivered in connection with the MCA or any amendment, modification or supplement thereto and more particularly described in each Facility Sheet or any amendment, modification or supplement thereto.

1.238 **Notice of Early Termination** means Lender's option to accelerate the Maturity Date by Notice to Borrower, electing to terminate the Line of Credit as of the Annual Anniversary Date.

1.239 **Notice of Election to Prepay** means any Notice given by Borrower to Lender which informs Lender of its decision to elect to Prepay the entire unpaid principal balance of the Loan that is the subject of the Notice of Election to Prepay, together with all accrued interest and all other charges due under the Conversion.

1.240 **Notices** means all requests, notices, approvals, consents, and other communications sent between the parties to the MCA or to any of the Loan Documents.

1.241 **O&M Agreement** means an agreement between Borrower and any Person (acceptable to Lender) with respect to the operation and maintenance of any agricultural, commercial, renewable energy or other facility, including without limitation, in connection with an EPC Agreement, production agreement (including without limitation, livestock, food, beverage, agricultural production) or any other similar agreement, in form and substance acceptable to Lender.

1.242 **Obligations** means the Banking Obligations, Loan Obligations and the Hedging Obligations.

1.243 **OFAC** means the Office of Foreign Assets Control.

1.244 **Optional Rate Conditions** shall mean the following:

(a) **Rate Request.** Lender must receive a Rate Request;

(b) **Time of Request.** At Lender's option, all Rate Requests must be received by Lender before 12:00 noon (St. Louis, Missouri time), on

(i) In the case of a LIBOR Rate Conversion, LIBOR Rate Continuation, , SOFR Rate Conversion or SOFR Rate Continuation, a Business Day which is not less than two Business Days prior to the date of the LIBOR Rate Conversion, LIBOR Rate Continuation, SOFR Rate Conversion or SOFR Rate Continuation (except a SOFR Rate Continuation where the SOFR Rate Loan is automatically continued pursuant to the MCA) and

(ii) in the case all other Rate Conversions, a Business Day which is not less than one Business Day prior to the date of that Rate Conversion; and

(c) **LIBOR and Term SOFR Conversion.** A Rate Conversion of a LIBOR Rate Loan, Term SOFR Rate Loan or Daily Compounded SOFR Rate Loan may take place only on the last day of the respective Interest Period.

(d) **No Default.** Except for any Rate Conversions into any Base Rate Loan, no Rate Conversions, LIBOR Rate Continuations or SOFR Rate Continuations will be made while there exists an Event of Default or an event which, with the passage of time or the giving of Notice would be an Event of Default, or if the Interest Rate for that Loan would exceed the Maximum Rate.

(e) **Irrevocable.** Each Rate Request will be irrevocable.

(f) **Automatic Conversion.** If there is an Event of Default, or if Borrower fails to select the Interest Rate applicable to a Loan or portion thereof or the duration of any Interest Period for any LIBOR Rate Loan, Term SOFR Rate Loan or Daily Compounded SOFR Rate Loan within the time period and otherwise as provided in this section, that Loan (if other than a Base Rate Loan) will be if not then outstanding, made as or, if then outstanding, automatically converted to a Loan bearing interest at the applicable Base Rate on the last day of the Interest Period for a LIBOR Rate Loan, Term SOFR Rate Loan or Daily Compounded SOFR Rate Loan and immediately for a Daily Simple SOFR Rate Loan.

(g) **Limitations on Number and Size.** The unpaid principal amount of any Loan of any Loan Type must at no time be subject to more than five different rates of interest. The portion of any Loan of any Loan Type initially subject to each rate other than the Base Rate must be no less than $200,000.00.

1.245 **Optional Rates** means one or more of the following as selected by Borrower and approved by Lender as applicable to an advance or portions of a Loan:

(a) an Interest Rate based on an index rate, including without limitation

i. **Base Rate.** The Base Rate;

ii. **LIBOR.** The LIBOR Rate;

iii. **SOFR**. The applicable SOFR Rate;

(b) **Long Term Adjustable**. The Long Term Adjustable Rate; and

(c) **Fixed.** The Fixed Rate.

1.246 **Original Payment Dates** means the dates on which the Prepaid principal would have been paid if there had been no Prepayment. If any of the principal would have been paid later than the end of the Interest Period in effect at the time of Prepayment, then the Original Payment Date for that amount will be the last day of the Interest Period.

1.247 **Other Obligations** means all other indebtedness, liabilities and Obligations of Borrower to Lender or Rabobank or any of their Affiliates which are not Loan Obligations or Hedging Obligations.

1.248 **Other Schedule** means collectively any Facility Sheet, Applicable Obligor Covenants Schedule or other schedules incorporated by reference into the MCA or any amendment, modification or supplement thereto.

1.249 **Out of Balance** means that the amount of the undisbursed portion of the Maximum Amount of any Construction Line of Credit, plus any sums on deposit in Borrower's Funds Account, plus any sums Lender has agreed may be paid by Borrower as they come due, are insufficient to complete the Project.

1.250 **Parties** means any and all parties to the MCA or to any of the Loan Documents.

1.251 **Party** refers only to a named party to the MCA or another Loan Document, as the context requires.

1.252 **Permanent Crop Plantings** means any or all varieties of Plantings that yield fruit, nuts, produce or other crops on the Real Estate in more than one crop year.

1.253 **Permits** means all permits, licenses and approvals of any kind of nature necessary or appropriate to construct, occupy and operate Borrower's business.

1.254 **Permitted Debt** means the following if not otherwise prohibited under the Loan Documents: (a) liabilities and obligations to Lender or any of its Affiliates; (b) normal trade credit; (c) if an individual, additional debts as an individual for primarily consumer purposes.

1.255 **Permitted Investments** means the following if not otherwise prohibited under the Loan Documents: (a) Investments made prior to the date of this Agreement and disclosed to Lender in writing; (b) Investments in current Subsidiaries; and (c) Investments in certificates of deposit, obligations of the federal government, or readily marketable securities.

1.256 **Permitted Liens** means the following if not otherwise prohibited under the Loan Documents: (a) Liens in favor of Lender or any of its Affiliates; (b) if an individual, additional Liens against the personal assets of that individual as an individual, to secure debt for primarily consumer purposes; (c) Liens for taxes not yet due.

1.257 **Permitted Loans** means the following if not otherwise prohibited under the Loan Documents: (a) extensions of credit made prior to the date of this agreement and disclosed to Lender in writing on or before the date of this agreement; (b) extensions of credit to current Subsidiaries; (c) extensions of credit in the nature of accounts receivable or notes receivable arising from the sale or lease of goods or services in the ordinary course of business to persons other than family members, Subsidiaries, and Affiliates.

1.258 **Permitted Over-Advance** means Lender approved Loan Requests which exceed the Maximum Amount thereof under the terms of the MCA or any amendment, modification or supplement thereto.

1.259 **Permitted Sales** means the following if not otherwise prohibited under the Loan Documents: (a) sales or transfers of inventory in the ordinary course of business.

1.260 **Person** means an individual, a corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or other business entity, or a government or any agency or political subdivision thereof.

1.261 **Plan** means any "employee benefit plan" (as such term is defined in Section 3(3) of ERISA) established by any Borrower or, with respect to any such plan that is subject to Section 412 of the Internal Revenue Code or Title IV of ERISA, any ERISA Affiliate of any Borrower.

1.262 **Plans and Specifications** means collectively, the final plans and specifications for the Project approved by Lender, which describe and show the labor, materials, equipment, fixtures and furnishings necessary for the final completion of the Project, including all amendments and modifications thereof made by changes approved by Lender or otherwise permitted under the MCA.

1.263 **Plantings** means all bushes, groves, trees, plants, vines or other vegetation planted upon or under the Real Estate.

1.264 **Position Report** means a report in form and substance acceptable to, and for the period specified by, Lender, on which Borrower (or Party) represents to Lender the Value of Borrower (or Party) assets, Related Payables and Liabilities and all other financial matters required by Lender for the reporting period.

1.265 **Prepaid** means when a Prepayment has been made.

1.266 **Prepay** means to make a Prepayment.

1.267 **Prepayment** means a payment of all or a portion of the unpaid principal balance of any applicable Loan prior to the date when due, whether voluntary, by reason of acceleration, or otherwise.

1.268 **Prepayment Conditions** means the following:

(a) **Lender May Refuse.** Lender may refuse to accept any Prepayment not expressly permitted in the MCA;

(b) **Effect of Notice of Prepayment.** If a Prepayment is conditioned upon prior Notice to Lender, at the option of Lender,

(i) That Notice will be irrevocable;

(ii) A Prepayment will be due in the amount and on the date specified in that Notice; and

(iii) That Notice will not affect Borrower's obligation to make all other payments required under the Loan Documents on the date when due;

(c) **Accrued Interest and Fee.** Prepayments of any applicable Loan must be accompanied by unpaid accrued interest and the Prepayment Fee, if applicable;

(d) **All Amounts Due.** Permitted Prepayments of any applicable Loan are subject to payment of all amounts then due under such applicable Loan;

(e) **Application of Prepayment.** Each Prepayment of a portion of any applicable Loan will be applied to the most remote payment of the principal due under such Loan;

(f) **Effect of Acceptance.** If Lender receives any Prepayment which Lender is permitted to refuse, Lender may accept the Prepayment and Lender may, as a condition of acceptance, require the payment of interest which would accrue on the amount Prepaid through the date when Lender would be obligated to accept the Prepayment, or the date the principal amount Prepaid would be due under the MCA, whichever is earlier;

(g) **Application of Fee.** The Prepayment Fee shall apply to all Prepayments of any applicable Loan, including any payments or Prepayments made upon the acceleration of the due date of such Loan because of default or otherwise, and such Prepayment Fee shall be payable in addition to any default interest and other sums required to be paid under such Loan;

(h) **Insurance and Condemnation.** The application of the proceeds of insurance or of a Condemnation Award in reduction of the indebtedness shall require payment of Prepayment Fee;

(i) **LIBOR and SOFR Prepayment.** Borrower shall have no right to Prepay any LIBOR Rate Loan or SOFR Rate Loan bearing an Interest Period except at the end of an Interest Period; and

(j) **Last 30 Days Free.** Notwithstanding any provisions of the Loan Documents to the contrary, no Prepayment Fee shall be due if Borrower voluntarily Prepays a Loan in full within the period of thirty (30) days immediately preceding the Maturity Date; provided that on the date such Prepayment is made, no Event of Default (or event which, with the passage of time or the giving of Notice, or both, would be an Event of Default) shall have occurred and still be outstanding.

(k) **Daily Compounded SOFR Rate Loan Prepayments.**

(i) No prepayment of a SOFR Rate Loan which computes interest using Daily Compounded SOFR shall be made on any day that is not a U.S. Government Securities Business Day, and if any prepayment to be made by the Borrowers shall fall due on such day, payment shall be made on the next succeeding U.S. Government Securities Business Day and such extension of time shall be reflected in computing interest or fees, as the case may be

(ii) In the event of any repayment or prepayment of any Daily Compounded SOFR Rate Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment and (iii) in the event of any Daily Compounded SOFR Rate Conversion or Daily Compounded SOFR Rate Continuation of any borrowings computed by reference to Daily Compounded SOFR prior to the end of the Interest Period therefor, accrued interest on such Borrowing shall be payable on the effective date of such conversion or continuation.

1.269 **Prepayment Fee** means a fee payable to Lender in connection with the Prepayment of any applicable Loan as fair and reasonable consideration to compensate the Lender in connection with such Loan that is made on the basis and assumption that Lender would receive the payments of principal and interest set forth therein for the full term of such Loan.

1.270 **Prepayment Free Percentage** means a percentage of principal advanced that may be Prepaid with no fee in any calendar year.

1.271 **Prepayment Options** means one of the following:

(a) **Prepayment Completely Locked Out** means that no Prepayment of a Loan, in full or in part, is permitted except as may be permitted or required by Lender in the event of a casualty or condemnation as provided in the Loan Documents. The Lender reserves the right to require principal reduction payments for release of Collateral or for the modification of Loan Documents. The application of proceeds of insurance or of a Condemnation Award in reduction of the applicable Loan, if permitted or required by the Lender shall be deemed a Prepayment and shall require Borrower to pay a Prepayment Fee. The amount of the Prepayment Fee shall be equal to the amount of interest which would have accrued on the Prepaid sum from the date of Prepayment until the next date on which the applicable Interest Rate is Adjusted, or if none, the Maturity Date of the applicable Loan.

(b) **Prepayment Locked Out Period** means a period of time following the making of a Loan during which no Prepayment of a Loan, in full or in part, is permitted. The applicable Loan may be Prepaid following the Prepayment Locked Out Period upon payment of the applicable Prepayment Fee.

(c) **Prepayment Open** means that, subject to the Prepayment Conditions, after making all scheduled principal and interest payments due on the applicable Loan and following the passage of any Prepayment Locked Out Period, Prepayment of a Loan may be made at any time without Prepayment Fee.

(d) **Prepayment Yield Maintenance** means that, subject to the Prepayment Conditions, after making all scheduled principal and interest payments due on the applicable Loan and following the passage of any Prepayment Locked Out Period, the Borrower shall have the privilege of making any of the following payments of principal before such principal is due: (1) On any date on which interest is scheduled to be paid, the Borrower may make payments in multiples of $100 of additional sums to be applied in reduction of principal, without fee, provided the amount so paid in any calendar year (January 1 to December 31) shall not exceed the Prepayment Free Percentage of the principal advanced hereunder and this right shall be non-cumulative; (2) On any date in any calendar year (January 1 to December 31) on which interest is scheduled to be paid, the Borrower may make payments in multiples of $100 of sums in reduction of principal, in addition to any amounts paid under clause "(1)" of this paragraph, upon payment of a fee of an amount to compensate the Lender for the present value of the difference between the Interest Rate under this Note and comparable Treasury yields as Adjusted by a Reinvestment Spread which amount is equal to the product of the two fractions defined in "I" and "II" below which product is expressed in the mathematical formula set forth below in "III." In addition, following any applicable Prepayment Locked out Period, on any date other than a date on which the above privileges may be exercised, the Borrower may Prepay the applicable Loan in full upon payment of a fee of an amount to compensate the Lender for the present value of the difference between the Interest Rate under the applicable Loan and comparable Treasury yields as Adjusted by a Reinvestment Spread, which amount is equal to the product of the two fractions defined in "I" and "II" below, which product is expressed in the mathematical formula set forth below in "III":

(i) The numerator of the first fraction is equal to the product of (A) the amount of principal to be Prepaid (designated as "P" in the formula below) and (B) the amount by which the Interest Rate, stated as a decimal, in effect under this Note at the time of the Prepayment of principal, as Adjusted to reflect an assumption of semiannual payments (Bond Equivalent Yield, as defined in "V" below) as determined solely by the Lender hereof regardless of the actual payment schedule (designated as "i" in the formula below) exceeds the sum of (a) the Treasury Rate (as defined below and designated as "t" in the formula below) and (b) the Reinvestment Spread. The denominator of the first fraction is equal to two (2).

(ii) The numerator of the second fraction is equal to the difference of (A) one (1) minus (B) a fraction the numerator of which is equal to one (1) and the denominator of which is the sum of (a) one half of the sum of (x) the Treasury Rate (as defined below and designated as "t" in the formula below) and (y) the Reinvestment Spread and (b) one (1), all of said sum then raised to a power equal to the number of semiannual periods then remaining in the loan term (the number of months and partial months then remaining in the loan term divided by six and rounded up to the next whole number) or, if sooner, the number of semiannual periods then remaining prior to the next date on which the applicable Interest Rate is Adjusted (designated as "n" in the formula below). The denominator of the second fraction is equal to one half of the sum of (x) the Treasury Rate (as defined below and designated as "t" in the formula below) and (y) a Reinvestment Spread of 1.50%.

(iii) Assuming that the Reinvestment Spread is 1.5% (0.010), the formula for computing the Prepayment yield maintenance Fee may be expressed mathematically as:

$$\text{Yield Maintenance Fee} \quad \frac{[\mathrm{i}-(\mathrm{t}+0.015)]\,\mathrm{x}\,\mathrm{P}}{2} \ \mathrm{x}\ \frac{1-\dfrac{1}{[1+\{(\mathrm{t}+0.015)/2\}]^{\mathrm{n}}}}{(\mathrm{t}+0.015)/2} \quad =$$

(iv) Notwithstanding anything to the contrary herein contained, in no event shall the Yield Maintenance Fee be less than an amount equal to 1.0% of the outstanding principal to be Prepaid.

(v) The conversion of the Interest Rate hereunder, if the payment of interest is on a schedule other than semiannual, to reflect an assumption of semiannual payments (Bond Equivalent Yield) as called for in "I" above is accomplished by means of the following formula in which "i" = the Interest Rate stated as a decimal (e.g. 10% = 0.10); and "n" = number of scheduled interest payments per year under this Note:

$$\text{Bond Equivalent} \quad \left[\left\{(1+\mathrm{i}/\mathrm{n})^{\mathrm{n}}\right\}^{.5}-1\right]\ \mathrm{x}\ 2 \quad \text{Yield} =$$

(vi) For purposes of the calculations herein, specifically including the calculations of the amount being Prepaid and of the loan term, it shall be conclusively presumed that the Borrower would have (on the next available date occurring after, the Prepayment to which any other privilege above applies) made one, and only one, allowed 10% Prepayment without fee under clause "(1)" above.

(vii) The term "Treasury Rate" means a rate per annum, expressed as a decimal calculated to five digits, equal to the yield on the interpolated Treasury Constant Maturity maturing on the Yield Maintenance Date as published by the Federal Reserve System or as reported by the Department of the Treasury as of the fifth business day prior to the date of receipt of Prepayment of principal by Lender.

(viii) The term "Yield Maintenance Date" means the date which is the first to occur of a regularly scheduled date on which the Interest Rate is Adjusted, if any, or the Maturity Date hereof.

(ix) The term "Yield Maintenance Minimum" means the minimum for purposes of calculation of the Yield Maintenance Fee to be paid with respect to a Prepayment.

(e) **Prepayment 5-4-3-2-1** means that, subject to the Prepayment Conditions, after making all scheduled principal and interest payments due hereunder and following any Prepayment Locked Out Period, the Borrower shall have the privilege of making any of the following payments of principal before such principal is due ("Prepayment Date") in multiples of $100 of additional sums to be applied in reduction of principal on any business day to be paid together with all interest accrued on the amount Prepaid: (1) the Borrower may make payments, without fee, provided the amount so paid in any calendar year (January 1 to December 31) shall not exceed ten per centum (10%) of the principal advanced hereunder and this right shall be non-cumulative; (2) in addition to any amounts paid under clause "(1)" of this paragraph, upon payment of a fee ("Prepayment Fee Percentage") calculated as follows: (a) five per centum (5%) of the amount Prepaid if Prepaid during the first year after the date of this Note ("First Prepayment Fee Period"); (b) four per centum (4%) of the amount Prepaid if Prepaid during the second year after the date of this Note; (c) three per centum (3%) of the amount Prepaid if Prepaid during the third year after the date of this Note; (d) two per centum (2%) of the amount Prepaid if Prepaid during the fourth year after the date of this Note; (e) one per centum (1%) of the amount Prepaid if Prepaid during or after the fifth year after the date of this Note. "Subsequent Prepayment Fee Period" means each successive period following the First Prepayment Fee Period. Notwithstanding anything to the contrary herein contained, in no event shall the Prepayment Fee be less than an amount equal to 1.00% of the outstanding principal to be Prepaid. If there is a Prepayment Locked Out Period applicable to the applicable Loan, then each of the foregoing Prepayment time periods shall not commence until after the expiration of the Prepayment Locked Out Period.

(f) **Prepayment 5-4-3-2-1-0** means that, subject to the Prepayment Conditions, after making all scheduled principal and interest payments due hereunder, the Borrower shall have the privilege of making any of the following payments of principal before such principal is due ("Prepayment Date") in multiples of $100 of additional sums to be applied in reduction of principal on any business day to be paid together with all interest accrued on the amount Prepaid: (1) the Borrower may make payments, without fee, provided the amount so paid in any calendar year (January 1 to December 31) shall not exceed the Prepayment Free Percentage of the principal advanced hereunder and this right shall be non-cumulative; (2) in addition to any amounts paid under clause "(1)" of this paragraph titled "Prepayment privileges," upon payment of a fee ("Prepayment Fee Percentage") calculated as follows: (a) five per centum (5%) of the amount Prepaid if Prepaid during the first year after the date of this Note ("First Prepayment Fee Period"); (b) four per centum (4%) of the amount Prepaid if Prepaid during the second year after the date of this Note; (c) three per centum (3%) of the amount Prepaid if Prepaid during the third year after the date of this Note; (d) two per centum (2%) of the amount Prepaid if Prepaid during the fourth year after the date of this Note; (e) one per centum (1%) of the amount Prepaid if Prepaid during the fifth year after the date of this Note; (f) zero per centum (0%) of the amount Prepaid during or after the sixth year after the date of this Note. "Subsequent Prepayment Fee Period" means each successive period following the First Prepayment Fee Period. If there is a Prepayment Locked Out Period applicable to the applicable Loan, then each of the foregoing Prepayment time periods shall not commence until after the expiration of the Prepayment Locked Out Period.

1.272 **Prime Rate** means for any day the highest rate published from time to time in the "Money Rates" section of *The Wall Street Journal* as the Prime Rate for that day (or, if *The Wall Street Journal* is not available, any other authoritative source of that rate selected by Lender).

1.273 **Prohibited Transfer** means: (a) any sale, contract to sell, conveyance, encumbrance, pledge, Mortgage, or lease of the Collateral described in any Mortgage to or for the benefit of a Person not the original Borrower under any Mortgage, and not expressly permitted under any Mortgage or the other Collateral Documents, or other transfer of all or any material part of the Collateral secured by any Mortgage or any interest in it, including any transfer of Mineral Rights, Water Rights, or water stock, whether voluntary, involuntary, by operation of law or otherwise; (b) if Borrower is a corporation, any transfer or transfers of shares of the voting power or the direct or indirect beneficial ownership of Borrower; (c) if Borrower is a partnership, withdrawal or removal of any general partner, dissolution of the partnership under Applicable Law, or any transfer or transfers of the partnership interests; (d) if Borrower is a limited liability company, withdrawal or removal of any managing member, termination of the limited liability company or any transfer or transfers of the voting power or the ownership of the economic interest in the Borrower; or (e) if Borrower is a trust, withdrawal or removal of any trustee or revocation of the trust.

1.274 **Project** means that certain project more particularly described in an EPC Agreement or other agreement from time to time entered into between Borrower and Contractor in connection with Lender extending to Borrower, at Borrower's request, any Construction Line of Credit Loan.

1.275 **Project Assessments** means all fees for the issuance of the Permits, assessments, impact fees, capacity charges and other governmental charges and levies of any nature, required as a condition of the construction, occupancy and operation of the Project, as more particularly described in the MCA or any amendment, modification or supplement thereto.

1.276 **Project Budget** means all costs from time to time approved by Lender in connection with the Project, as more particularly described in the MCA or any amendment, modification or supplement thereto.

1.277 **Project Completion Deadline** means the deadline from time to time agreed upon between Borrower and Lender as to when Substantial Completion of the Project must be achieved, as more particularly described in the MCA or any amendment, modification or supplement thereto.

1.278 **Project Costs** means all costs actually incurred by Borrower in connection with the Project, as more particularly described in the MCA or any amendment, modification or supplement thereto.

1.279 **Project Inspector** means any inspector retained by Lender to inspect the Project, as more particularly described in the MCA or any amendment, modification or supplement thereto.

1.280 **Project Punch List** means a list prepared and certified by an engineer or architect or other Person acceptable to Lender, describing any incomplete work, uninstalled equipment or unperformed repairs required for final completion of the Project in accordance with the Plans and Specifications, as more particularly described in the MCA or any amendment, modification or supplement thereto.

1.281 **Qualifying Facility** means a qualifying small power production facility, as such term is defined by Energy Law, including without limitation, the Public Utility Regulatory Policies Act of 1978, as amended and FERC's regulations related thereto.

1.282 **Rabobank** means Coöperatieve Rabobank U.A. (trading as "Rabobank"), a foreign banking organization organized as a cooperative bank under the laws of The Netherlands.

1.283 **Rate Conversion** means the conversion of all or part of an applicable Loan into a Loan bearing interest at another rate at Borrower's election in accordance with the terms and conditions herein.

1.284 **Rate Request** means the request that Borrower must submit to Lender to request a Rate Conversion or LIBOR Rate Continuation or SOFR Rate Continuation (other than a SOFR Rate Continuation where the SOFR Rate Loan is automatically continued pursuant to the MCA), which request must specify the amount of the applicable Loan subject to the Rate Conversion, LIBOR Rate Continuation or SOFR Rate Continuation, the rate to be applicable to the applicable Loan, and if a LIBOR Rate Loan, Term SOFR Rate Loan or Daily Compounded SOFR Rate Loan is selected, the applicable Interest Period, as more particularly described in the MCA or any amendment, modification or supplement thereto.

1.285 **Real Estate** means that portion of the Collateral which is real property, as opposed to personal property.

1.286 **Reinvestment Spread** means the percentage amount as used in calculation of the Prepayment Yield Maintenance.

1.287 **Related Payables and Liabilities** means all accounts payable including trade account payables or other unpaid costs of acquiring or maintaining, storing, processing or packing any Collateral included in a Borrowing Base, listed on a Position Report or otherwise accounted for by Borrower, as required by Lender, and the amount of all Liens on and any expenses, fees, brokerage fees, commissions, offsets or contra accounts relating or pertaining to that Collateral, or as otherwise required by Lender.

1.288 **RELOC** means any Loan secured by Real Estate and made by Lender to Borrower pursuant to the MCA or any amendment, modification or supplement thereto.

1.289 **Reportable Event** means any of the events set forth in Section 4043(c) of ERISA or in regulations of the Pension Benefit Guaranty Corporation issued thereunder, other than events for which the 30-day Notice period has been waived.

1.290 **Reporting Requirements** means all reporting requirements of Borrower set forth under the MCA, which shall be in effect until such time as all Obligations have been paid in full and Lender has no obligation to make any advance on the applicable Loan.

1.291 **Request for Advance** means each request made by Borrower, which request:

(a) **Irrevocable**. Shall be irrevocable,

(b) **Amount of Request**. Must specify the amount of the Request for Advance,

(c) **Specify Rate**. If Borrower may select from Optional Rates of interest, must specify the rate to be applicable to the applicable Loan,

(d) **LIBOR or Term SOFR Period**. If a LIBOR Rate Loan, Term SOFR Rate Loan or Daily Compounded SOFR Rate Loan is selected, the Interest Period requested therefore,

(e) **Time of Request**. Must be received by Lender before 12:00 noon (St. Louis, Missouri time):

(i) If the applicable Loan is to be a LIBOR Rate Loan or SOFR Rate Loan, on a Business Day which is not less than two Business Days prior to the date of such Loan, and

(ii) In the case of any other applicable Loan, on a Business Day which is not less than one Business day prior to the date of such Loan.

1.292 **Request for Rate Conversion** means the election of the Rate Conversion made by Borrower to Lender with no less than 30 days' Notice before the effective date of the Rate Conversion.

1.293 **Revolving Line of Credit** means any Loan made by Lender to Borrower pursuant to in the MCA or any amendment, modification or supplement thereto.

1.294 **Roads** means all streets, roads, entrances, easements and rights of way for the passage of motor vehicles, equipment and pedestrians.

1.295 **Schedule of Definitions and Covenants** means this Schedule of Definitions and Covenants, as may from time to time be amended, modified, replaced or supplemented in Lender's sole discretion and marked as Exhibit A and incorporated into the MCA.

1.296 **Secured Obligations** means any and all of the Obligations secured by any of the Collateral Documents.

1.297 **Security Agreement** means any document or agreement pledging, granting or creating a Lien or security interest in any personal property, now or hereafter entered into by a Party, Borrower or other Person in favor of Collateral Agent and encumbering all or any portion of the Collateral described therein.

1.298 **Security Instrument** means any Security Agreement, Mortgage, or Collateral Assignment, or other document or agreement now or hereafter entered into by a Party, Borrower or other Person in favor of Collateral Agent and encumbering all or any portion of the Collateral described therein.

1.299 **Self Prepared** means for the financial statement of any Person, prepared by that Person, and not compiled, reviewed or audited by a CPA.

1.300 **SOFR** means a rate equal to the secured overnight financing rate published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York currently at http://www.newyorkfed.org, (or any successor source for the secured overnight financing rate identified as such by administrator of such secured overnight financing rate).

1.301 **SOFR Rate** means Term SOFR, Daily Simple SOFR or Daily Compounded SOFR, as applicable.

1.302 **SOFR Rate Continuation** means a Daily Compounded SOFR Rate Continuation or Term SOFR Rate Continuation, as applicable.

1.303 **SOFR Rate Conversion** means a Daily Compounded SOFR Rate Conversion, Daily Simple SOFR Rate Conversion or Term SOFR Rate Conversion, as applicable.

1.304 **SOFR Rate Loan** means a Daily Compounded SOFR Rate Loan, Term SOFR Rate Loan or Daily Simple SOFR Rate Loan, as applicable.

1.305 **SOFR Rate Prepayment Costs** means that amount as determined by Lender as its loss, cost or expense incurred as a result of: (a) the Prepayment of a Term SOFR Rate Loan or Daily Compounded SOFR Rate Loan on a day other than the last day of the Interest Period for that Term SOFR Rate Loan or Daily Compounded SOFR Rate Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise); (b) any loss of anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain that Term SOFR Rate Loan or Daily Compounded SOFR Rate Loan or from fees payable to terminate the deposits from which those funds were obtained; or (c) the Prepayment of a Daily Simple SOFR Rate Loan on a day other than the Interest Payment Date. Borrower shall also pay any administrative fees charged by Lender in connection with any event described in this paragraph.

1.306 **Soft Costs** means all costs, other than Hard Costs, necessary for final completion of the Project, including without limitation, architects' and engineers' fees and expenses, management fees and expenses; Legal Fees and expenses; real estate taxes; survey costs; insurance premiums; ground rents; fees and contributions required by Governmental Authorities; utility extension or other charges or deposits for establishment of utility services; interest during the period prior to the completion of the Project in excess of the balance of any interest reserve included in the Project Budget; and the costs of tenant improvements, tenant allowances, and leasing commissions not included as a separate item in the Project Budget.

1.307 **Specifically Designated Nationals and Blocked Person List** means that certain list entitled "Specifically Designated and Blocked Person List" published by OFAC.

1.308 **Spread Adjustment** means the applicable spread listed below that may be added to the relevant SOFR Rate in addition to the Interest Rate Margin or may be incorporated into the Interest Rate Margin:

(a) For Term SOFR, (i) 0.11448% (11.448 basis points) for an Interest Period of one-month's duration, (ii) 0.26161% (26.161 basis points) for an Interest Period of three-months' duration, (iii) 0.42826% (42.826 basis points) for an Interest Period of six-months' duration, and (iv) 0.71513% (71.513 basis points) for an Interest Period of twelve-months' duration; and

(b) For Daily Simple SOFR or Daily Compounded SOFR, (i) 0.11448% (11.448 basis points) if the Interest Payment Date is monthly, (ii) 0.26161% (26.161 basis points) if the Interest Payment Date is quarterly, (iii) 0.42826% (42.826 basis points) if the Interest Payment Date is semi-annual, and (iv) 0.71513% (71.513 basis points) if the Interest Payment Date is annual.

1.309 **Stabilized EBITDA** means EBITDA excluding nonrecurring, extraordinary items (includes "off farm income" if deemed to be recurring).

1.310 **Subsidiary** of a Person which is anything other than an individual means a business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly by that Person. Unless otherwise specified, all references to a "Subsidiary" or to "Subsidiaries" shall refer to any Subsidiary or Subsidiaries, if any.

1.311 **Substantial Completion** means in Lender's sole discretion and more particularly described in the MCA or any amendment, modification or supplement thereto, the Project has been completed in accordance with the Plans and Specifications to the extent required to permit

Borrower to use the Project for its intended purpose, and any incomplete work, uninstalled equipment or unperformed repairs does not in Lender's Judgment, materially affect the operation or market value of the Project.

1.312 **Swap Counterparty** means any party to a Hedging Agreement which is Rabobank or an Affiliate of Rabobank.

1.313 **Tangible Net Worth** means total assets, less the sum of (without limitation and without duplication of deductions) (a) total liabilities, (b) any reserves established by a Person for anticipated Losses or expenses, (c) the amount, if any, of all intangible items including any leasehold rights, the amount of any investment in any Affiliate or other entity including a Subsidiary, good will (including any amounts, however designated on the balance sheet, representing the cost of acquisition of business and investments in excess of underlying tangible assets), trademarks, trademark rights, trade name rights, copyrights, patents, patent rights, licenses, unamortized debt discount, marketing expenses, and customer and/or mailing lists, (d) all amounts due from employees, stockholders, and Subsidiaries; and (e) any other asset deemed intangible by Lender.

1.314 **Term Loan** means any Loan made by Lender to Borrower pursuant to the MCA or any amendment, modification or supplement thereto or any Conversion.

1.315 **Term SOFR** means, with respect to any SOFR Rate Loan for any Interest Period which may be agreed between the Lender and the Borrower, as set forth in the MCA or any amendment, modification or supplement thereto, a forward-looking term index rate per annum for a period comparable to such Interest Period based on SOFR that is published by an authorized benchmark administrator and is displayed on a screen or other information service, each as identified or selected by the Lender in its reasonable discretion at approximately a time and as of a date prior to the commencement of such Interest Period determined by the Lender in its reasonable discretion in a manner substantially consistent with market practice; provided, that Term SOFR shall be increased by the Spread Adjustment, if any, and an Interest Rate Margin as set forth in the MCA or any amendment, modification or supplement thereto and may be Adjusted from time to time in Lender's discretion for reserve requirements, deposit insurance assessment rates and other regulatory costs, all comprising the Interest Rate with respect to each applicable Loan as set forth in the MCA or any amendment, modification or supplement thereto. Term SOFR Rate shall be Adjusted on the first day of the applicable Term SOFR Rate Interest Period. Notwithstanding anything contained in the MCA or any other Loan Document, the Lender shall not be required to accept any Loan Request or Rate Request for a Term SOFR Rate Loan.

1.316 **Term SOFR Rate Continuation** means the continuation of the Interest Rate of any Term SOFR Rate Loan for another Interest Period.

1.317 **Term SOFR Rate Conversion** means a Rate Conversion of any Term SOFR Rate Loan.

1.318 **Term SOFR Rate Interest Period** means the Interest Period during which a Term SOFR Rate is applicable.

1.319 **Term SOFR Rate Loan** means a Loan which bears an Interest Rate indexed at Term SOFR as set forth inthe MCA or any amendment, modification or supplement thereto.

1.320 **Total Property** means the aggregate of all Collateral as that term is defined in all Security Instruments.

1.321 **Trade Receivables** means Eligible Accounts Receivable as defined herein.

1.322 **Transaction Documents** means the Loan Documents and all Hedging Agreements.

1.323 **U.S. Government Securities Business Day** means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

1.324 **U.S. Treasury Rate** means the interest rate yield on actively traded non-inflation-indexed U.S. Government Treasury Securities, Adjusted to a constant maturity equal to the specified maturity, as reported in Federal Reserve Statistical Release H.15-Selected interest rates under the heading U.S. government securities/Treasury constant maturities/Nominal.

1.325 **U.S. Treasury Reinvestment Rate** means the U.S. Treasury Rate which Lender determines could be obtained by reinvesting a specified Prepaid installment payment in U.S. Treasury Securities maturing on the Original Payment Date.

1.326 **U.S. Treasury Rate Loan** means a Loan or portion thereof which bears interest calculated by reference to the U.S. Treasury Rate.

1.327 **UCC** means the Uniform Commercial Code as adopted and in effect in any relevant jurisdiction.

1.328 **UCC-1** means any UCC Financing Statement (Form1).

1.329 **Utilities** means all utility services necessary for the operation of the Real Estate.

1.330 **Value** means the value as determined by Lender (if not otherwise specified herein for a particular type of Collateral) of any Borrower asset, including without limitation, any item of Collateral, whether or not included in a Borrowing Base, listed on a Position Report or otherwise accounted for by Borrower.

1.331 **Working Capital** means (a) current assets minus (b) current liabilities.

ARTICLE 2 - Covenants

2.01 **Financial Covenants:** Lender may require any one or more of the following, as applicable:

(a) **Capital Expenditures.** Parties spends or incur obligations (including Capital Leases) to acquire fixed assets in an aggregate amount greater than the amount set forth in the Applicable Obligor Covenant Schedule or any such Facility Sheet.

(b) **Working Capital.** Parties shall maintain not less than the amount set forth in the Applicable Obligor Covenant Schedule or any such Facility Sheet.

(c) **Tangible Net Worth**. Parties shall maintain not less than the amount set forth in the Applicable Obligor Covenant Schedule or any such Facility Sheet.

(d) **Current Ratio**. Parties shall maintain a Current Ratio of at least as set forth in the Applicable Obligor Covenant Schedule or any such Facility Sheet.

(e) **Debt Service Coverage Ratio**. Parties shall maintain a Debt Service Coverage Ratio as set forth in the Applicable Obligor Covenant Schedule or any such Facility Sheet.

(f) **Debt to Tangible Net Worth**. Parties shall maintain a Debt to Tangible Net Worth as set forth in the Applicable Obligor Covenant Schedule or any such Facility Sheet.

(g) **Debt to Total Assets Ratio**. Parties shall maintain a Debt to Total Assets Ratio as set forth in the Applicable Obligor Covenant Schedule or any such Facility Sheet.

(h) **Interest Coverage Ratio**. Parties shall maintain an Interest Coverage Ratio as set forth in the Applicable Obligor Covenant Schedule or any such Facility Sheet.

(i) **Cash Available for Debt Service**. Parties shall maintain an EBITDA equal to or greater than the amount required to pay interest and the current portion of amortization of principal on all Funded Debt, as set forth in the Applicable Obligor Covenant Schedule or any such Facility Sheet.

(j) **Annual Reduction of Unpaid Balance of Loans.** Parties shall reduce the total aggregate unpaid principal balance as set forth in the Applicable Obligor Covenant Schedule or any such Facility Sheet.

2.02 Other Covenants:

(a) **Change in Management**. There shall be no change in the present executive or management personnel of Parties.

(b) **Change in Ownership**. There shall be no change in the equity interest of Parties.

2.03 Reporting Requirements. Borrower shall furnish to Lender:

(a) as soon as available, but no later than the timing, frequency and type of reports set forth in the Applicable Obligor Covenant Schedule or any such Facility Sheet for applicable Parties' financial statements;

(b) as soon as available, but no later than the timing and frequency set forth in the Applicable Obligor Covenant Schedule or any such Facility Sheet for applicable Parties' tax returns, including all schedules and exhibits and any extensions of the filing date;

(c) within the timing and frequency set forth in the Applicable Obligor Covenant Schedule or any such Facility Sheet for applicable Parties' updated budget of projected income and expenses relating to Parties' operations;

(d) within the timing and frequency set forth in the Applicable Obligor Covenant Schedule or any such Facility Sheet for applicable Parties' financial projections for Parties' operations, specifying the assumptions on which they are based.