Recorded: 5/21/2020 at 9:38:58.0 AM
County Recording Fee: $72.00
Iowa E-Filing Fee: $3.00
Combined Fee: $75.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2020 PG: 1569

SECOND LIEN MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

Preparer Information:	Schulte Roth & Zabel LLP 919 Third Avenue New York, New York 10022 Attn: Aaron Schwed, Esq.
After Recording, Please Return Document to:	Aaron Schwed, Esq. Schulte Roth & Zabel LLP 919 Third Avenue New York, New York 10022 Reference No. 077803.0002
Name of Taxpayer:	Ridley USA Inc., 3031 Catnip Hill Pike Nicholasville, Kentucky 40356
Name of Mortgagor:	Ridley USA Inc.,
Address of Mortgagor	3031 Catnip Hill Pike Nicholasville, Kentucky 40356
Name of Agent:	Wilmington Trust, National Association
Address of Agent:	1100 North Market Street, Wilmington, Delaware 19890
Legal Description:	See Exhibit A – Page 14

1410 First Avenue West, Dyersville, IA

THIS SECURITY INSTRUMENT COVERS GOODS WHICH ARE OR ARE TO BECOME FIXTURES, IS EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING AND IS TO BE FILED IN THE REAL ESTATE RECORDS.

SECOND LIEN MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

This **SECOND LIEN MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING** (this "**Mortgage**") is made and entered into as of May 18, 2020, by and between **RIDLEY USA INC.**, a Minnesota corporation, with an address of 3031 Catnip Hill Pike, Nicholasville, Kentucky 40356 ("**Mortgagor**"), as mortgagor, **WILMINGTON TRUST, NATIONAL ASSOCIATION**, solely in its capacity as Administrative Agent for the Lenders from time to time party to the Credit Agreement referenced below (the "**Lenders**") and any other holder of the Obligations (as defined in the Credit Agreement), with an address of 1100 North Market Street, Wilmington, Delaware 19890 (in such capacity, together with any successors and permitted assigns, "**Administrative Agent**"), as mortgagee.

NOTICE: This mortgage secures credit in the amount of $275,000,000. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

RECITALS:

WHEREAS, Alltech, Inc., a Kentucky corporation (the "**Company**"), Masterfeeds Inc., a British Columbia company, (the "**Canadian Borrower**"; together with the Company, the "**Borrowers**"), **DOUBLE HELIX PTE LTD** in its capacity as Origination Agent for the Lenders and any other holder of the Obligations (as defined in the Credit Agreement) (in such capacity, together with any successors and permitted assigns, "**Origination Agent**", and together with Administrative Agent, the "**Agents**"), Administrative Agent and the Lenders have entered into that certain Second Lien Credit Agreement dated as of May 18, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement);

WHEREAS, Mortgagor is the owner of the fee simple interest in the real property described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Mortgagor is required to execute and deliver this Mortgage pursuant to the Credit Agreement.

WITNESSETH:

Mortgagor, in consideration of the indebtedness herein recited and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has irrevocably granted, released, sold, remised, bargained, assigned, pledged, warranted, mortgaged, transferred and conveyed, and does hereby grant, release, sell, remise, bargain, assign, pledge, warrant, mortgage, transfer and convey to Administrative Agent, a continuing security interest in and to, and lien upon, all of Mortgagor's right, title and interest in and to the following described land, real property interests, buildings, improvements, fixtures and other collateral:

(a) All that tract or parcel of land and other real property interests in Delaware County, Iowa, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Land"), and all of Mortgagor's right, title and interest in and to rights appurtenant thereto, including easement rights; and

(b) All buildings and improvements of every kind and description now or hereafter erected or placed on the Land (the "Improvements"), all materials intended for construction, reconstruction, alteration and repair of such Improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises hereby conveyed immediately upon the delivery thereof to the aforesaid Land, all fixtures now or hereafter owned by Mortgagor and located on or attached to and used in connection with the aforesaid Land and Improvements (collectively, the "Fixtures"), all appurtenances to the Land (the "Appurtenances") and all proceeds and products of the Land, including casualty and condemnation proceeds (collectively, the "Proceeds") (hereinafter, Mortgagor's right, title and interest in and to the Land, the Improvements, the Fixtures, the Appurtenances and the Proceeds may be collectively referred to as the "Premises").

TO HAVE AND HOLD the same, together with all privileges, hereditaments, easements and appurtenances thereunto belonging, subject to the Permitted Encumbrances (hereinafter defined), to Administrative Agent to secure the Indebtedness (hereinafter defined) and other obligations herein recited; provided that, should (i) Payment in Full (as defined in the Credit Agreement) occur or (ii) the conditions set forth in the Credit Agreement for the release of this Mortgage be fully satisfied, the lien and security interest of this Mortgage shall cease, terminate and be void and Administrative Agent, with the consent of or at the direction of Origination Agent, shall promptly cause a release of this Mortgage to be filed in the appropriate office; and until such obligations or conditions are fully satisfied, it shall remain in full force and effect.

And, as additional security for the Indebtedness, Mortgagor hereby irrevocably assigns to Administrative Agent Mortgagor's right, title and interest in and to all the security deposits, rents, issues, profits and revenues of the Premises from time to time accruing (the "**Rents and Profits**") which assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. Notwithstanding the foregoing, so long as no Event of Default (as defined in Article III) shall exist, Mortgagor shall have a license (which license shall terminate automatically and without notice upon the occurrence and during the continuance of an Event of Default) to collect, but not more than one month prior to accrual, all Rents and Profits. In the event, however, that Mortgagor shall cure any such Event of Default, then the license granted under this paragraph shall be reinstated unless and until another Event of Default occurs, at which time the license shall again terminate.

As additional collateral and further security for the Indebtedness, Mortgagor does hereby assign to Administrative Agent and grants to Administrative Agent a security interest in all of the right, title and the interest of Mortgagor in and to any and all lease or rental agreements with respect to the Premises (the "**Leases**"), or any part thereof, and Mortgagor agrees to execute and deliver to Administrative Agent such additional instruments, in form and substance reasonably satisfactory to Administrative Agent or Origination Agent, as may hereafter be reasonably requested by Administrative Agent or Origination Agent to evidence and confirm said assignment; provided, however, that, to the extent any such Leases are not permitted pursuant to the Credit Agreement, acceptance of any such assignment shall not be construed as a consent by Administrative Agent to any such Leases or to impose upon Administrative Agent any obligation with respect thereto.

Mortgagor and Administrative Agent covenant, represent and agree as follows:

ARTICLE I

Indebtedness Secured

1.1 Indebtedness. The Lenders have agreed to extend a term loan to the Company and a term loan to the Canadian Borrower pursuant to the terms of the Credit Agreement. This Mortgage is given to secure the payment and performance by Mortgagor, the Borrowers and the other Credit Parties of (a) all obligations under each Note, the Credit Agreement, this Mortgage, the Guaranty Agreements and the other Loan Documents from any of the Credit Parties to any Lender, Administrative Agent or Origination Agent and (b) all other Obligations (all of which whether now existing or hereafter arising, collectively, the "**Indebtedness**").

1.2 Future Advances. This Mortgage is given to secure the Indebtedness together with each advance of any Loan, any renewals or extensions or modifications thereof upon the same or different terms or at the same or different rate of interest and also to secure all future advances and readvances that may subsequently be made to the Borrowers or any other Credit Party by the Lenders evidenced by any Note given in connection with the aforesaid Credit Agreement, and all renewals, modifications, replacements and extensions thereof.

ARTICLE II

Mortgagor's Covenants, Representations and Agreements

2.1 Title to Property. Mortgagor represents and warrants to Administrative Agent (i) that it is seized of the Land and the Improvements and has indefeasible fee simple title to the Land and the Improvements and has the right to encumber and convey the same, and title to such Land and Improvements is free and clear of all liens and encumbrances except for Permitted Encumbrances and (ii) that it will warrant and defend specially the title to such property except for the Permitted Encumbrances against the claims of all Persons. As to the balance of the Premises, the Leases and the Rents and Profits, Mortgagor represents and warrants that it will defend such property against the claims of all Persons subject to the Permitted Encumbrances.

2.2 Taxes and Fees. Mortgagor shall also pay all mortgage taxes, recording fees and all other costs and expenses, if any, due or payable in connection with the execution, delivery and/or recording of this Mortgage and in connection with any advance secured by this Mortgage.

2.3 Reimbursement. Subject to the right of Mortgagor set forth in Section 6.04 of the Credit Agreement to contest any tax assessment or charge and the contest rights of any tenant of the Premises pursuant to its lease, Mortgagor agrees that if it shall fail to pay (or cause to be paid) on or before the date that the same become delinquent any insurance premium, on or prior to the cancellation date of such insurance, or if it shall fail to procure the insurance coverage and deliver the insurance certificates required hereunder, or if it shall fail to pay any other charge or fee described in Sections 2.2 or 2.5 hereof, then Administrative Agent may, with the consent of (and shall at the direction of) Origination Agent, at Origination Agent's option, pay or procure the same and will give Mortgagor prompt notice of any such expenditures. Mortgagor will reimburse the Agents within thirty (30) days of demand for any sums of money paid by the Agents pursuant to this Section, together with interest on each such payment at the Default Rate, and all such sums and interest thereon shall be secured hereby.

2.4 Additional Documents. Mortgagor agrees to execute and deliver to Administrative Agent, concurrently with the execution of this Mortgage and upon the reasonable request of

Administrative Agent or Origination Agent from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the security interest created hereby. Mortgagor hereby authorizes Administrative Agent to prepare and file such financing statements, fixture filings, renewals thereof, amendments thereof, supplements thereto and other instruments as Administrative Agent or Origination Agent may from time to time deem necessary or appropriate in order to perfect and maintain the security interests granted hereby in accordance with the Uniform Commercial Code as adopted and as in effect in the state in which the Land is located (the "UCC").

2.5 Fees and Expenses. Mortgagor will promptly pay upon demand any and all reasonable costs and expenses of the Agents, including, without limitation, reasonable and documented attorneys' fees incurred by the Agents, (a) as required under the Credit Agreement and (b) as necessary to protect the Premises in accordance with Section 5.6 hereof, or to exercise any rights or remedies under this Mortgage or with respect to the Premises, the Leases or the Rents and Profits. All of the foregoing costs and expenses shall be secured hereby.

2.6 Insurance.

(a) Types Required. Mortgagor shall maintain insurance for the Premises as set forth in Section 6.07 of the Credit Agreement.

(b) Use of Proceeds. Mortgagor assigns to Administrative Agent any proceeds which may become due by reason of any material loss, damage to or destruction of the Premises to which Mortgagor is entitled. Notwithstanding the foregoing, subject to the provisions of the Credit Agreement, Mortgagor shall have the right to collect any insurance proceeds and to apply such proceeds to the restoration of the Premises or otherwise as permitted by the Credit Agreement. To the extent such proceeds are applied to the repayment of the balance due under the Note and the other Loan Documents, if such proceeds exceed the balance due under the Obligations, any such excess shall be repaid to Mortgagor.

2.7 Eminent Domain. Subject to the provisions of the Credit Agreement, Mortgagor assigns to Administrative Agent any proceeds or awards which may become due by reason of any condemnation or other taking for public use of the whole or any part of the Premises or any rights appurtenant thereto to which Mortgagor is entitled, and such proceeds or awards shall be applied in the same manner the insurance proceeds are applied as set forth herein and in the Credit Agreement. Mortgagor agrees to execute such further assignments and agreements as may be reasonably required by Administrative Agent or Origination Agent to assure the effectiveness of this Section. In the event any Governmental Authority shall require or commence any proceedings for the demolition of any buildings or structures comprising a part of the Premises, or shall commence any proceedings to condemn or otherwise take pursuant to the power of eminent domain a material portion of the Premises, Mortgagor shall promptly notify Administrative Agent and Origination Agent of such requirements or commencement of proceeding (for demolition, condemnation or other taking). Notwithstanding the foregoing, subject to the provisions of the Credit Agreement, Mortgagor shall have the right to collect and retain any such proceeds or awards.

2.8 Releases and Waivers. Mortgagor agrees that no release by Administrative Agent or Origination Agent of any portion of the Premises, the Leases or the Rents and Profits, no subordination of lien, no forbearance on the part of Administrative Agent or Origination Agent to collect on any Loan, or any part thereof, no waiver of any right granted or remedy available to Administrative Agent or Origination Agent and no action taken or not taken by Administrative Agent or Origination Agent shall, except to the extent expressly released, in any way have the effect of releasing Mortgagor from full responsibility to Administrative Agent for the complete discharge of each and every of Mortgagor's obligations hereunder.

2.9 Transfer of Premises. Except for Permitted Encumbrances or as otherwise permitted in the Credit Agreement or the other Loan Documents, Mortgagor covenants and agrees with Administrative Agent that Mortgagor shall not sell, transfer, convey, mortgage, encumber or otherwise dispose of the Premises or the Rents and Profits or any part thereof or any interest therein.

2.10 Compliance with Law. Mortgagor will comply with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all governmental authorities in respect of the ownership of the Premises (including applicable statutes, regulations, orders and restrictions relating to environmental standards and controls), in each case, to the extent required by the Credit Agreement.

2.11 Security Agreement.

(a) This Mortgage is hereby made and declared to be a security agreement encumbering each and every item of Fixtures. In furtherance thereof, in order to secure the payment of the Indebtedness, Mortgagor hereby grants to Administrative Agent a security interest in all of Mortgagor's right, title and interest in all Fixtures in compliance with the provisions of the UCC. Mortgagor hereby authorizes Administrative Agent to file a financing statement affecting all of said Fixtures in the county in which the Premises are located. Such financing statement may describe or indicate the collateral to the extent a security interest therein is granted hereby, including without limitation the description "All goods of the debtor that are or are to become fixtures located on the Land, whether now owned or hereafter acquired by Debtor and whether now or hereafter located on the Land" or words of similar import. To the extent permitted by applicable law, the remedies for any violation of the covenants, terms and condition of the security agreement herein contained shall be (i) as prescribed herein or (ii) as prescribed by general law or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified under the UCC, all at Origination Agent's sole election.

(b) Mortgagor warrants that the name and address of the "Debtor" (which is Mortgagor), are as set forth in the preamble to this Mortgage; and a statement indicating the types, or describing the items, of collateral is set forth hereinabove. Mortgagor warrants that Mortgagor's exact legal name is correctly set forth in the preamble of this Mortgage. Mortgagor will promptly take any action reasonably deemed necessary by Administrative Agent or Origination Agent to prevent any filed financing statement from becoming misleading or losing its perfected status.

(c) Certain of the Premises is or will become "fixtures" (as that term is defined in the UCC) on the Premises, described or referred to in this Mortgage, and this Mortgage, upon being filed for record in the real estate records of the county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of the UCC upon such of the Premises that is or may become fixtures. Mortgagor is the record owner of the real estate or interests in the real estate constituting the Premises hereunder. The address of the secured party (Administrative Agent) is set forth on the first page hereof.

From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all goods constituting part of the Premises which are or are to become fixtures related to the Land. For this purpose, the following information is set forth:

(a) Name and address of Debtor:

Ridley USA Inc.
3031 Catnip Hill Pike
Nicholasville, Kentucky 40356

(b) The debtor is a corporation organized under the laws of the State of Minnesota. Debtor's organizational number is 9Q-144.

(c) Name and Address of Secured Party:

Wilmington Trust, National Association
1100 North Market Street
Wilmington, Delaware

(d) This document covers goods which are or are to become fixtures.

(e) Description of Real Estate: See Exhibit A of this Mortgage.

(f) Owner of Record of Real Estate: Ridley USA Inc.

(g) Products of the Collateral are also covered.

(d) Notwithstanding the grant of authority to the Administrative Agent to make the filings contemplated by Section 2.4 or this Section 2.11, in no event shall the Administrative Agent be obligated to prepare or file such financing statements, renewals thereof, amendments thereof, supplements thereto and other instruments in order to perfect or maintain the perfection of the security interests granted hereunder.

ARTICLE III

Events of Default

An "**Event of Default**" shall exist under the terms of this Mortgage upon the occurrence and during the continuance of an Event of Default under the terms of the Credit Agreement.

ARTICLE IV

Foreclosure

4.1 Acceleration of Secured Indebtedness; Foreclosure. Upon the occurrence and during the continuance of an Event of Default, the entire balance of the Indebtedness and any other obligations due under the Loan Documents, including all accrued interest, shall become due and payable to the extent provided in accordance with the Credit Agreement. Upon failure to pay the Indebtedness or reimburse any other amounts due under the Loan Documents in full at any stated or accelerated maturity and in addition to all other remedies available to Administrative Agent at law or in equity, Administrative Agent (with the consent of or at the direction of the Origination Agent) may foreclose the lien of this Mortgage by judicial or non-judicial proceeding in a manner permitted by applicable law. Mortgagor hereby waives any statutory right of redemption in connection with such foreclosure proceeding.

4.2 Proceeds of Sale. The proceeds of any foreclosure sale of the Premises, or any part thereof, will be distributed and applied in accordance with the terms and conditions of the Credit Agreement (subject to any applicable provisions of applicable law).

ARTICLE V

Additional Rights and Remedies of Administrative Agent and Origination Agent

5.1 Rights Upon an Event of Default. Upon the occurrence and during the continuance of an Event of Default, Administrative Agent, immediately and without additional notice and without liability therefor to Mortgagor, except for gross negligence or willful misconduct, may with the consent of (or shall at the direction of) Origination Agent do or cause to be done any or all of the following to the extent permitted by applicable law: (a) exercise its right to collect the Rents and Profits; (b) enter into contracts for the completion, repair and maintenance of the Improvements thereon; (c) expend Loan funds and any rents, income and profits derived from the Premises for the payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the Improvements, preservation of the lien of this Mortgage and satisfaction and fulfillment of any liabilities or obligations of Mortgagor arising out of or in any way connected with the Premises whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Mortgage; (d) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in the Note, this Mortgage, the Credit Agreement or the other Loan Documents, or to aid the execution of any power herein granted; and (e) generally, supervise, manage, and contract with reference to the Premises as if Administrative Agent were equitable owner of the Premises. Notwithstanding the occurrence of an Event of Default or acceleration of any Loan, Administrative Agent shall continue to have the right to pay money (with the consent of or at the direction of Origination Agent), whether or not Loan funds, for the purposes described in Sections 2.2, 2.6 and 2.8 hereof, and all such sums and interest thereon shall be secured hereby. Mortgagor also agrees that any of the foregoing rights and remedies of Administrative Agent may be exercised, with the consent of or at the direction of the Origination Agent, at any time during the continuance of an Event of Default independently of the exercise of any other such rights and remedies, and Administrative Agent may with the consent of (and shall at the direction of) the Origination Agent continue to exercise any or all such rights and remedies until the Event(s) of Default are cured, until foreclosure and the conveyance of the Premises to the high bidder or until the Credit Agreement is no longer in effect or the Indebtedness is otherwise satisfied or paid in full, whichever occurs first.

5.2 Appointment of Receiver. Upon the occurrence and during the continuance of an Event of Default, Administrative Agent shall be entitled, without additional notice and without regard to the adequacy of any security for the Indebtedness secured hereby, whether the same shall then be occupied as a homestead or not, or the solvency of any party bound for its payment, to make application, with the consent of or at the direction of the Origination Agent, for the appointment of a receiver to take possession of and to operate the Premises, and to collect the rents, issues, profits, and income thereof, all expenses of which shall be added to the Indebtedness and secured hereby. The receiver shall have all the rights and powers provided for under the laws of the state in which the Premises are located, including without limitation, the power to execute leases, and the power to collect the rents, sales proceeds, issues, profits and proceeds of the Premises during the pendency of such foreclosure suit, as well as during any further times when Mortgagor, its successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, sales proceeds, issues, proceeds and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. All costs and expenses (including receiver's fees, reasonable attorneys' fees and costs incurred in connection with the appointment of a receiver) shall be secured by this Mortgage. Notwithstanding the appointment of any receiver, trustee or other custodian, Administrative Agent shall be entitled, with the consent of or at the direction of Origination Agent, to retain possession and control of any cash or other instruments at the time held by or payable or deliverable under the terms of this Mortgage to Administrative Agent to the fullest extent permitted by law.

5.3 Waivers. No waiver of any Event of Default shall at any time thereafter be held to be a waiver of any rights of Administrative Agent or Origination Agent stated anywhere in the Note, this Mortgage, the Credit Agreement or any of the other Loan Documents, nor shall any waiver of a prior Event of Default operate to waive any subsequent Event(s) of Default. All remedies provided in this Mortgage, the Note, the Credit Agreement or any of the other Loan Documents are cumulative and may, at the election of Administrative Agent, with the consent of or at the direction of the Origination Agent, at or Origination Agent, be exercised alternatively, successively, or in any manner and are in addition to any other rights provided by law.

5.4 Delivery of Possession After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale, Mortgagor or Mortgagor's heirs, devises, representatives, successors or assigns are occupying or using the Premises, or any part thereof, each and all immediately shall become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant at a reasonable rental based upon the value of the property occupied, such rental to be due to the purchaser; and to the extent permitted by applicable law, the purchaser at such sale, notwithstanding any language herein apparently to the contrary, shall have the sole option to demand possession immediately following the sale or to permit such occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the property (such as an action for forcible detainer) in any court having jurisdiction.

5.5 Marshalling. Mortgagor hereby waives, in the event of foreclosure of this Mortgage or the enforcement by Administrative Agent of any other rights and remedies hereunder, any right otherwise available in respect to marshalling of assets which secure any Loan and any other indebtedness secured hereby or to require Administrative Agent to pursue its remedies against any other such assets.

5.6 Protection of Premises. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, the Credit Agreement or any of the other Loan Documents, and such failure continues beyond any applicable grace, notice and cure periods, except in the case of an emergency in which event Administrative Agent may with the consent of (and shall at the direction of) Origination Agent act immediately, then Administrative Agent may take such actions, including, but not limited to, disbursements of such sums, as Origination Agent, in its sole reasonable discretion deems necessary to protect Administrative Agent's interest in the Premises.

ARTICLE VI

General Conditions

6.1 Terms. The singular used herein shall be deemed to include the plural; the masculine deemed to include the feminine and neuter; and the named parties deemed to include their heirs, successors and permitted assigns. The term "**Administrative Agent**" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

6.2 Notices. The method and effectiveness of delivery of all notices, requests and other communications which relate to this Mortgage shall be governed by the terms of the Credit Agreement.

6.3 Severability. If any provision of this Mortgage is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

6.4 Headings. The captions and headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Mortgage nor the intent of any provision hereof.

6.5 Conflicting Terms. In the event the terms and conditions of this Mortgage conflict or are inconsistent with the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control and supersede the provisions of this Mortgage with respect to such conflicts and inconsistencies.

6.6 Governing Law. This Mortgage shall be governed by and construed in accordance with the internal law of the state in which the Premises are located.

6.7 Application of the Foreclosure Law. If any provision in this Mortgage shall be inconsistent with any provision of the foreclosure laws of the state in which the Premises are located, the provisions of such laws shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with such laws.

6.8 WRITTEN AGREEMENT.

(a) THE RIGHTS AND OBLIGATIONS OF MORTGAGOR, ADMINISTRATIVE AGENT AND ORIGINATION AGENT SHALL BE DETERMINED SOLELY FROM THIS WRITTEN MORTGAGE AND THE OTHER LOAN DOCUMENTS, AND ANY PRIOR ORAL OR WRITTEN AGREEMENTS BETWEEN ADMINISTRATIVE AGENT, ORIGINATION AGENT AND MORTGAGOR CONCERNING THE SUBJECT MATTER HEREOF AND OF THE OTHER LOAN DOCUMENTS ARE SUPERSEDED BY AND MERGED INTO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS.

(b) THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS MAY NOT BE VARIED BY ANY ORAL AGREEMENTS OR DISCUSSIONS THAT OCCUR BEFORE, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS MORTGAGE OR THE OTHER LOAN DOCUMENTS.

(c) THIS WRITTEN MORTGAGE AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENTS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

6.9 WAIVER OF JURY TRIAL. ADMINISTRATIVE AGENT, ORIGINATION AGENT AND MORTGAGOR HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS MORTGAGE. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY ADMINISTRATIVE AGENT, ORIGINATION AGENT AND MORTGAGOR, AND ADMINISTRATIVE AGENT, ORIGINATION AGENT AND MORTGAGOR ACKNOWLEDGE THAT NO PERSON ACTING ON BEHALF OF ANOTHER PARTY TO THIS AGREEMENT HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. ADMINISTRATIVE AGENT, ORIGINATION AGENT AND MORTGAGOR FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED (OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE

SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

6.10 Request for Notice. Mortgagor requests a copy of any statutory notice of default and a copy of any statutory notice of sale hereunder be mailed to Mortgagor at the address specified in the introductory paragraph on the first page of this Mortgage.

6.11 State Specific Provisions. In the event of any inconsistencies between this Section 6.11 and any of the other terms and provisions of this Mortgage, the terms and provisions of this Section 6.11 shall control and be binding with respect to the Premises which is located in the State of Iowa, notwithstanding anything contained herein to the contrary.

(a) In the event of foreclosure of this Mortgage or other transfer of title to the Premises in extinguishment of the Indebtedness secured hereby, all right, title and interest of Mortgagor in and to the proceeds for any (A) loss and to any insurance policies then in force with respect to the Premises or (B) eminent domain or other condemnation proceedings with respect to the Premises shall pass to the purchaser or grantee, regardless of whether or not there is a deficiency judgment after foreclosure sale or non judicial foreclosure.

(b) Mortgagor hereby agrees that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided Administrative Agent, in such action, files an election to waive any deficiency judgment against Mortgagor which may arise out of the foreclosure proceedings; all to be consistent with the provisions of chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) the real estate is less than ten (10) acres in size; (2) the court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Administrative Agent in such action files an election to waive any deficiency judgment against Mortgagor or its successor in interest in such action. If the redemption period is so reduced, Mortgagor or its successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagor shall be a presumption that the property is not abandoned.

This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 or any other Chapter of the Iowa Code, whether now in effect or hereafter adopted.

It is further agreed, pursuant to Iowa Code §654.20, as now enacted or hereafter modified, amended or replaced, that foreclosure without redemption may be conducted between Mortgagor and Administrative Agent.

(c) Mortgagor represents to Administrative Agent:

(i) Mortgagor represents, warrants and covenants that none of the Premises constitutes and none of the proceeds of the loans secured by the Mortgage will be used to purchase any: (a) real property which is a single-family or a two-family dwelling occupied or to be occupied by Mortgagor; (b) agricultural products or property used for an agricultural purpose as defined in Iowa Code §535.13; (c) agricultural land as defined in Iowa Code §9H.1(2); (d) property used for an agricultural purpose as defined in Iowa Code §570A.1(2); or (e) agricultural property as defined in Iowa Code §654A.1(1), and the provisions of Chapter 654A of the Iowa Code do not apply to the parties to this Mortgage with respect to the secured indebtedness.

(ii) Mortgagor represents and warrants that the loans under the Credit Agreement do not constitute a consumer credit transaction as defined in Iowa Code §537.1301(12); and that the loans are to be utilized by Mortgagor for business purposes as defined in Iowa Code §535.2(2)(a)(5).

(d) In the event of foreclosure of this Mortgage, Mortgagor hereby agrees that the court may, and requests the court to, enter a special order directing the clerk of court to enter and record the judgment contained in the foreclosure decree on the Credit Agreement or any note secured by this Mortgage without requiring that the Credit Agreement or any such note be first filed with the clerk of court for cancellation. Mortgagor further agrees, because the Credit Agreement and any such note secured by this Mortgage is also secured by other mortgages and will be necessary to a foreclosure of those mortgages, that notwithstanding Iowa Rule of Civil Procedure 1.961, as presently enacted or as hereinafter amended or replaced, the clerk of court may, in the event of foreclosure of this Mortgage, enter and record the judgment contained in the foreclosure decree on the Credit Agreement or Notes secured by this Mortgage without requiring that any such note be first filed with the clerk of court for cancellation.

(e) The maturity date of the Indebtedness is May 16, 2025.

6.12 Mortgagor is a Minnesota corporation. This instrument is being signed on behalf of Mortgagor by E. Michael Castle, II, its President, duly authorized in the ordinary course of business and affairs of Mortgagor.

6.13 **Concerning the Administrative Agent**. In acting under this Mortgage, the Administrative Agent shall be entitled to all of the rights, privileges, immunities and indemnities granted to the Administrative Agent in the Credit Agreement, as if such rights, privileges, immunities and indemnities were set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the above written date.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

MORTGAGOR:

Ridley USA Inc.,
A Minnesota corporation

By: _____
Name: E. Michael Castle, II
Title: President

MORTGAGOR ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS DOCUMENT AT THE TIME IT WAS SIGNED.

State of Kentucky)
County of Jessamine) ss.:

On this 15th day of May, 2020, before me, a Notary Public in the State of Kentucky, personally appeared E. Michael Castle, II, to me personally known, who being duly sworn did say that he is President of Ridley USA Inc., a Minnesota corporation, executing the foregoing instrument as said President of said corporation; that said E. Michael Castle is now President therein; that the foregoing instrument was signed on behalf of said corporation company, said E. Michael Castle acting in his capacity as the President of said corporation, acknowledged the execution of this instrument to be the voluntary act and deed of said corporation by it voluntarily executed in his capacity as the President of said corporation.

My Commission expires: 01-26-2022

PAMELA B. SARGENT NOTARY PUBLIC STATE AT LARGE, KENTUCKY My Commission Expires 01-26-2022 Notary ID # 592423

_____
Printed Name: Pamela B. Sargent
Notary Public in the State of Kentucky

Exhibit A

Real property in the City of Dyersville, County of Delaware, State of Iowa, described as follows:

Lot Number 1 of the N 1/2 of Section 36, Township 89 North, Range 3 West of the Fifth P.M., Delaware County, Iowa, according to the plat recorded in Book 3 of Plats, Page 80.