AGREEMENT

This Agreement is between **Passel Farms, LLC, a Nebraska limited liability company,** and all of their respective present and future parent entities, subsidiaries, affiliates, and/or companies under common control therewith, and their respective successors and assigns (collectively, "Processor(s)"), and the **State of Iowa** ("State"), by and through the **Attorney General of the State of Iowa** ("**Attorney General**"). The State and the Processor are referred to collectively herein as the "Parties."

WHEREAS, on July 22, 2002, Smithfield Foods, Inc., Murphy Farms, LLC, and Prestage-Stoecker Farms, Inc. (herein collectively "Smithfield") filed suit against the Attorney General in the United States District Court for the Southern District of Iowa, captioned Smithfield Foods, Inc., Murphy Farms, LLC, and Prestage-Stoecker Farm, Inc. v Miller, No. 4:02-CV-90324 (the "Smithfield Lawsuit");

WHEREAS, the Smithfield Lawsuit asserted that Iowa Code section 9H.2, the predecessor to current Iowa Code section 202B.201, violated the United States Constitution;

WHEREAS, on January 22, 2003, the United States District Court for the Southern District of Iowa permanently enjoined the Attorney General from enforcing Iowa Code section 9H.2;

WHEREAS, Iowa Code section 9H.2 was amended by the Iowa Legislature in 2003 during the pendency of the appeal of the District Court's ruling by the Attorney General and recodified as Iowa Code section 202B.201;

WHEREAS, the United States Court of Appeals for the Eighth Circuit vacated the District Court's January 22, 2003 ruling and remanded the Smithfield Lawsuit for further proceedings in light of the 2003 amendment;

WHEREAS, by agreement with Smithfield, dated September 16, 2005, and with the approval of the United States District Court for the Southern District of Iowa, the Attorney General consented to an injunction prohibiting the enforcement of Iowa Code section 202B.201 against Smithfield by the State;

WHEREAS, on January 18, 2006, Cargill, Incorporated, Cargill Meat Solutions Corporation and Cargill Pork, LLC (herein collectively "Cargill") filed suit against the Attorney General in the United States District Court for the Southern District of Iowa, captioned Cargill, Incorporated, Cargill Meat Solutions Corporation, and Cargill Pork, LLC v. Miller, No. 4:06-CV-20 (the "Cargill Lawsuit");

WHEREAS, the Cargill Lawsuit asserted that Iowa Code section 202B.201 violated the United States Constitution;

WHEREAS, by agreement with Cargill, dated January 19, 2006, and with the approval of the United States District Court for the Southern District of Iowa, the Attorney General consented to an injunction prohibiting the enforcement of Iowa Code section 202B.201 against Cargill by the State;

WHEREAS, on April 5, 2006, Hormel Foods Corporation ("Hormel") filed suit against the Attorney General in the United States District Court for the Southern District of Iowa, captioned Hormel Foods Corporation v. Miller, No. 4:06-CV-00161 (the "Hormel Lawsuit");

WHEREAS, the Hormel Lawsuit asserted that Iowa Code section 202B.201 violated the United States Constitution;

WHEREAS, by agreement with Hormel, dated April 6, 2006, and with the approval of the United States District Court for the Southern District of Iowa, the Attorney General consented to an injunction prohibiting the enforcement of Iowa Code section 202B.201 against Hormel by the State;

WHEREAS, on September 11, 2009, Tyson Fresh Meats, Inc. (herein, "Tyson") filed suit against the Attorney General in the United States District Court for the Southern District of Iowa, captioned Tyson Fresh Meats, Inc. v. Miller, No. 4:09-CV-351 (the "Tyson Lawsuit");

WHEREAS, the Tyson Lawsuit asserted that Iowa Code section 202B.201 violated the United States Constitution;

WHEREAS, by agreement with Tyson, dated September 11, 2009, and with the approval of the United States District Court for the Southern District of Iowa, the Attorney General consented to an injunction prohibiting the enforcement of Iowa Code section 202B.201 against Tyson by the State;

WHEREAS, on March 29, 2011, Christensen Farms Midwest, LLC ("Christensen Farms") filed suit against the Attorney General in the United States District Court for the Southern District of Iowa, captioned Christensen Farms Midwest, LLC v. Miller, No. 4:11-CV-145 (the "Christensen Lawsuit");

WHEREAS, the Christensen Lawsuit asserted that Iowa Code section 202B.201 violated the United States Constitution;

WHEREAS, by agreement with Christensen Farms, dated March 30, 2011, and with approval of the United States District Court for the Southern District of Iowa, the Attorney General consented to an injunction prohibiting the enforcement of Iowa Code section 202B.201 against Christensen Farms by the State;

WHEREAS, on September 14, 2011, AgFeed Industries, Inc. M2 P2, LLC, and Pork Technologies, L.C., filed suit against the Attorney General in the United States District Court for the Southern District of Iowa, captioned AgFeed Industries, Inc., M2 P2, LLC, and Pork Technologies, L.C. v. Miller, No. 4:11-CV-422 (the "AgFeed Lawsuit");

WHEREAS, the AgFeed Lawsuit asserted that Iowa Code section 202B.201 violated the United States Constitution;

WHEREAS, by agreement with AgFeed Industries, Inc., M2 P2, LLC, and Pork Technologies, L.C., dated September 15, 2011, and with approval of the United States District Court for the Southern District of Iowa, the Attorney General consented to an injunction prohibiting the enforcement of Iowa Code section 202B.201 against AgFeed Industries, Inc., M2 P2, LLC, and Pork Technologies, L.C. by the State;

WHEREAS, on April 4, 2013, Texas Farm, LLC filed suit against the Attorney General in the United States District Court for the Southern District of Iowa, captioned Texas Farm, LLC v. Thomas J. Miller, No. 4:13-CV-00159-REL-RAW (the "Texas Farm Lawsuit");

WHEREAS, the Texas Farm Lawsuit asserted that Iowa Code section 202B.201 violated the United States Constitution;

WHEREAS, by agreement with Texas Farm, dated April 19, 2013, and with approval of the United States District Court for the Southern District of Iowa, the Attorney General consented to an injunction prohibiting the enforcement of Iowa Code section 202B.201 against Texas Farm by State;

WHEREAS, the Consent Decrees with the above-referenced processors were set to expire within 10 years of entry of the Decree.

WHEREAS, the Attorney General entered into agreements with Processors Smithfield, Cargill, Hormel, Tyson, Christensen Farms, and Texas Farm, to extend the provisions of their respective Consent Decrees (with certain modifications) until September 16, 2025;

WHEREAS, the State and Triumph Foods, LLC ("Triumph") entered into an Agreement, dated May 22, 2015, pursuant to which Triumph and the State agreed to compromise and settle all disputes related to Triumph's assertion that Iowa Code section 202B.201 violates the United States Constitution, which settlement included, among other terms, that the State would not enforce Iowa Code section 202B.201 against Triumph;

WHEREAS, the State and Seaboard Corporation, Seaboard Foods LLC and Seaboard TF Holdings, LLC (collectively, "Seaboard") entered into an Agreement, dated May 22, 2015, pursuant to which Seaboard and the State agreed to compromise and settle all disputes related to Seaboard's assertion that Iowa Code section 202B.201 violates the United States

Constitution, which settlement included, among other terms, that the State would not enforce Iowa Code section 202B.201 against Seaboard;

WHEREAS, the State and Seaboard Triumph Foods, LLC ("STF") entered into an Agreement, dated May 22, 2015, pursuant to which STF and the State agreed to compromise and settle all disputes related to STF's assertion that Iowa Code section 202B.201 violates the United States Constitution, which settlement included, among other terms, that the State would not enforce Iowa Code section 202B.201 against STF;

WHEREAS, the State and New Fashion Pork, LLP ("NFP") entered into an Agreement, dated September 11, 2015, pursuant to which NFP and the State agreed to compromise and settle all disputes related to NFP's assertion that Iowa Code section 202B.201 violates the United States Constitution, which settlement included, among other terms, that the State would not enforce Iowa Code section 202B.201 against NFP;

WHEREAS, the State and Eichelberger Farms, Inc. ("Eichelberger") entered into an Agreement, dated September 11, 2015, pursuant to which Eichelberger and the State agreed to compromise and settle all disputes related to Eichelberger's assertion that Iowa Code section 202B.201 violates the United States Constitution, which settlement included, among other terms, that the State would not enforce Iowa Code section 202B.201 against Eichelberger;

WHEREAS, the State and The Hanor Company of Wisconsin, LLC, a Texas limited liability company, f/k/a "The Hanor Company of Wisconsin, LLC, Crown Prairie, LLC, and Roberts Ranch of Oklahoma, LLC" (collectively "Hanor") entered into an Agreement, dated September 11, 2015, pursuant to which Hanor and the State agreed to compromise and settle all disputes related to Hanor's assertion that Iowa Code section 202B.201 violates the United States Constitution, which settlement included, among other terms, that the State would not enforce Iowa Code section 202B.201 against Hanor;

WHEREAS, the State and America's Premium Pork Cooperative (d/b/a Allied Producers' Cooperative) ("APC") entered into an Agreement, dated September 22, 2015, pursuant to which APC and the State agreed to compromise and settle all disputes related to APC's assertion that Iowa Code section 202B.201 violates the United States Constitution, which settlement included, among other terms, that the State would not enforce Iowa Code section 202B.201 against APC;

WHEREAS, the State and Prestage Foods of Iowa, LLC ("Prestage") entered into an Agreement, dated February 24, 2017, pursuant to which Prestage and the State agreed to compromise and settle all disputes related to Prestage's assertion that Iowa Code section 202B.201 violates the United States Constitution, which settlement included, among other terms, that the State would not enforce Iowa Code section 202B.201 against Prestage;

WHEREAS, the State and Canwin Farms, LLC, Skyline International Incorporated, and

HyLife Foods Windom (collectively "Canwin") entered into an Agreement, dated June 10, 2021, pursuant to which Canwin and the State agreed to compromise and settle all disputes related to Canwin's assertion that Iowa Code section 202B.201 violates the United States Constitution, which settlement included, among other terms, that the State would not enforce Iowa Code section 202B.201 against Canwin;

WHEREAS, the State and Swift Pork Company, as the successor and assign to Cargill Incorporated, Cargill Meat Solutions, Corporation, Cargill Pork, LLC (collectively "Swift") entered into an amended Agreement, dated May 30, 2023, to extend the provisions of Cargill Consent Decree and prior agreement to extend the Consent Decree with Cargill, to Swift;

WHEREAS, the agreements with the above-referenced processors who did not have a prior Consent Decree were set to expire on September 16, 2025;

WHEREAS, the Attorney General has the power, authority, and responsibility to enforce Iowa Code section 202B.201 on behalf of the State;

WHEREAS, the Attorney General is negotiating agreements with Processors Smithfield, Tyson, Christensen Farms, Triumph, Seaboard, STF, NFP, Eichelberger, Hanor, APC, Prestage, Swift, and Passel Farms, to either extend the provisions of any prior Consent Decrees or other consent agreements (with certain modifications) or enter into a new Agreement, with a term set to expire on September 16, 2031;

WHEREAS, the Attorney General's office has consulted with the Governor of the State and Republican and Democratic leaders of the Iowa House of Representatives and the Iowa Senate about agreements extending the provisions of the Consent Decrees or other consent agreements. None of these state officials object to the Attorney General entering into agreements to extend the provisions of the Consent Decrees or entering into other consent agreements;

WHEREAS, Iowa Code section 202B.201 on its face prevents Processor from engaging in certain activities in the State of Iowa, including owning swine while holding a threshold interest in a "processor" as defined in section 202B.102;

WHEREAS, Processor desires to maintain and expand its swine business operations in the State of Iowa and to engage in certain activities currently prohibited by Iowa Code section 202B.201 including, but not limited to, contracting with Iowa producers and/or directly conducting the business of the care and feeding of swine owned by Processor while holding a threshold interest in a "processor" as defined in Iowa Code section 202B.102;

WHEREAS, Processor asserts Iowa Code section 202B.201 violates the United States Constitution;

WHEREAS, the Attorney General denies that Iowa Code section 202B.201 violates the

United States Constitution; and

WHEREAS, the Attorney General and Processor have now agreed to compromise and settle all disputes related in any respect to Iowa Code section 202B.201 and its subject matter.

NOW THEREFORE, in consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the Parties agree as follows:

1. Definitions.

A. "Association" means an organization, corporate, or otherwise, with or without capital stock, formed for a common purpose.

B. "Contract Grower" means a person or entity to the extent that person or entity enters into a Contract Grower Agreement with the Processor for the care and feeding of swine owned by Processor in the State of Iowa.

C. "Contract Grower Agreement" means an agreement between the Processor and a Contract Grower for the care and feeding of swine owned by the Processor in the State of Iowa.

D. "Contract Input" means a commodity, an organic or synthetic substance, a compound, or a service that is used by a Contract Grower to produce swine under a Contract Grower Agreement.

E. "Prospective Contract Grower" means a person or entity in active contact with the Processor with respect to the establishment of a Contract Grower Agreement.

2. Contract Grower Rights.

Processor hereby acknowledges that its respective Contract Growers and its Prospective Contract Growers have the following rights (hereinafter "Contract Grower Rights"):

A. *Right to Join Association.* The right of a Contract Grower or Prospective Contract Grower to join, or to refrain from joining or belonging to, an Association of Contract Growers.

B. *Right to Be a Whistleblower.* The right of a Contract Grower or Prospective Contract Grower to lawfully provide statements or information (including to the United States Secretary of Agriculture or to a law enforcement agency) regarding alleged improper actions or violations of law by the Processor. This right does not include the right to make statements or provide information if such statements or information are determined to be libelous or slanderous.

C. *Right to Use Contract Grower's Lien.* The right of a Contract Grower to file, continue, terminate or enforce a lien under Iowa Code chapters 579A and 579B.

D. *Right to Review Production Contracts.* The right of a Contract Grower or Prospective Contract Grower to utilize protections to review production contracts granted under Iowa Code section 202.3.

E. *Right to Disclose Contractual Terms.* The right of a Contract Grower or Prospective Contract Grower to disclose contractual terms under Iowa Code section 202.3.

3. Enforcement of Iowa Code section 202B.201 by the State.

The State agrees that Iowa Code section 202B.201, as it has existed in the past, as it now exists, or as it may be amended or recodified, shall not be enforced against the Processor by or on behalf of the State for the term of this Agreement as set out in paragraph 8.

4. Obligations of the Processor.

Processor agrees that it will not engage, or permit any employee or agent to engage, in the following in connection with Contract Growers or Prospective Contract Growers:

A. Processor will not impose less favorable terms and conditions in Contract Grower Agreements on the basis of a Contract Grower or Prospective Contract Grower's membership in a Contract Grower Association, or activities in such Association or Associations.

B. Processor will not take actions to coerce, retaliate, or discriminate against any Contract Grower or Prospective Contract Grower because that Contract Grower or Prospective Contract Grower exercises, or attempts to exercise, any Contract Grower Right, including:

1) Any such coercive, retaliatory, or discriminatory actions in connection with the execution, termination, extension, or renewal of an agricultural contract between the Processor and a Contract Grower;

2) Any such coercive, retaliatory, or discriminatory actions in connection with the execution, termination or extension of a Contract Grower Agreement;

3) Any such coercive, retaliatory, or discriminatory actions in connection with the imposition of discriminatory or preferential terms in a Contract

Grower Agreement, or the interpretation of the terms of a Contract Grower Agreement in a discriminatory or preferential manner (the terms may relate to the price paid for a commodity, the quality or the quantity of a commodity demanded, or financing, including investment requirements);

4) Any such coercive, retaliatory, or discriminatory actions in connection with the imposition of a penalty, including the unreasonable denial of a reward (a penalty may be in any form, including, but not limited to, financial penalties and may relate to loans, bonuses, or inducements);

5) Any such coercive, retaliatory, or discriminatory actions in connection with the altering of the quality, quantity, or delivery times of contract inputs provided to the Contract Grower by the Processor as required in the Contract Grower Agreement; however, delivery times may be changed by mutual agreement due to weather and market conditions; and

6) Any such coercive, retaliatory, or discriminatory actions in connection with the use of the performance of any other Contract Grower as a basis for the termination, or cancellation of a Contract Grower Agreement, or to negatively affect the Contract Grower's compensation; provided, however, that nothing in this paragraph shall prohibit the Processor from using a program which rewards Contract Growers with monetary bonuses based on superior performances.

C. Processor will not provide false material factual information to Contract Growers or Prospective Contract Growers regarding the following:

1) Other Contract Growers with whom the Contract Grower or Prospective Contract Grower associates;

2) An Association of Contract Growers;

3) An agricultural organization with which the Contract Grower or Prospective Contract Grower is affiliated; or

4) The Contract Grower Rights.

D. To the extent applicable to the Contract Grower Agreement, Processor will provide to a Contract Grower, upon request, the statistical information and data used to determine payment to the Contract Grower under the Contract Grower Agreement with the Processor.

E. To the extent applicable to the Contract Grower Agreement, Processor will allow

a Contract Grower or a Contract Grower's designated representative, where it is within the Processor's authority, reasonable access to observe, by actual observation at the time of weighing, the weights and measures used to determine the Contract Grower's compensation under a Contract Grower Agreement.

F. Processor will not require a Contract Grower to make capital investments associated with an existing Contract Grower Agreement that are in addition to the investment requirements of the Contract Grower Agreement unless fair and equitable compensation is paid to the Contract Grower by the Processor, in a manner the Contract Grower agrees to in writing. However, Processor can require Contract Growers to make necessary capital improvements at the Contract Growers' expense to meet statutory or regulatory standards and requirements as a condition to continuing their contractual relationship. If the Contract Grower cannot reasonably pay for or secure third-party financing for such improvements and modifications, the Processor will attempt to negotiate mutually agreeable financing, terms and conditions for financing by the Processor, enhanced compensation to the Contract Grower by the Processor, or other contract modifications with the Contract Grower for such mandated improvements or modifications. If the Contract Grower cannot reasonably pay or secure third-party financing for such improvements or modifications, and no mutual agreement is reached with the Processor regarding financing, compensation, or other contract modifications, either Party may declare a force majeure event under the Contract Grower Agreement. Nothing in this paragraph shall affect a Contract Grower's obligation to reasonably maintain its existing facilities or the facilities as they are improved and modified as referenced above. Processor will also comply with 7 U.S.C. § 197a(b) regarding disclosure of additional capital investments.

G. Processor agrees, for purposes of this Agreement only, that Contract Growers or Prospective Contract Growers may form and operate an Association of agricultural product producers pursuant to the Capper-Volstead Act, 7 U.S.C. §§ 291-292, and that such an Association may negotiate with the Processor with respect to the terms of Contract Grower Agreements including, but not limited to, negotiations related to the compensation to be paid pursuant to Contract Grower Agreements. For purposes of this Agreement only, Processor waives any claim or defense that the services and facilities provided by Contract Growers under Contract Grower Agreements are not "agricultural products" pursuant to 7 U.S.C. § 291. To the extent that Contract Growers or Prospective Contract Growers organize such an Association, Processor agrees:

1) Not to retaliate or discriminate against such Contract Growers or Prospective Contract Growers because they have organized such and Association; and

2) To negotiate in good faith with any such Association.

H. Processor agrees that it will not assert, either in its case in chief or as a defense, in a suit arising out of this Agreement, that any of the protections and/or benefits provided by this Agreement are preempted by any existing federal law.

I. Processor will provide the Attorney General ninety (90) days' written notice of the closure of any permanent swine slaughter facility located in the State which it owns, constructs, or acquires after the effective date of this Agreement.

J. Processor will file reports with the Iowa Secretary of State pursuant to Iowa Code section 202B.301 but will not file reports pursuant to Iowa Code section 202B.302.

5. Release.

For, and in consideration of, the actions and promises contained in this Agreement, the adequacy and sufficiency of which consideration is hereby acknowledged, the State hereby releases, remises, acquits, and forever discharges the Processor, their respective present and future subsidiaries and/or affiliated companies and the directors, officers, employees, attorneys, agents and owners of each such entity from and against any and all liability or responsibility whatsoever, of any and every kind and nature for any and all damages or losses or other claims, including injunctive or declaratory relief, or fines or penalties, based upon any and all past, present or future claims, demands, or causes of action, including, but not limited to, causes of action sounding in tort, resulting or to result from, or on account of, or arising out of or relating to any alleged violation of Iowa Code section 202B.201 as it stands at the time of the entry of this Agreement, as it stood at any time prior to this Agreement, or may stand in the future. It is further agreed and understood that said consideration is given and accepted in compromise of disputed claims, and that nothing contained herein, is, or is to be construed as, an admission of liability on the part of the Processor, all such liability being expressly denied.

6. Contract Grower Remedies.

A. As a third-party beneficiary of this Agreement, a Contract Grower who suffers damages as a result of a Processor's breach of this Agreement, or a Contract Grower Agreement, may obtain appropriate legal and equitable relief in a suit at common law against the Processor.

B. As a third-party beneficiary of this Agreement, a Prospective Contract Grower who suffers damages as a result of a Processor's breach of this Agreement may obtain appropriate legal and equitable relief in a suit at common law against the

Processor.

C. The laws of the State of Iowa shall be applicable to any Contract Grower Agreement between a Processor and a Contract Grower located in the State of Iowa.

D. A Processor shall not use binding alternative dispute resolution as a mechanism to resolve any disputes related to, or arising from, this Agreement or a Contract Grower Agreement. However, nothing in this Agreement shall affect a Party's obligation to mediate a dispute pursuant to Iowa's mandatory mediation program, if applicable.

E. The venue of any dispute between a Processor and a Contract Grower or Prospective Contract Grower arising out of this Agreement or a Contract Grower Agreement shall be as follows:

1) Any action by a Contract Grower or Prospective Contract Grower to enforce this Agreement shall be brought in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

2) Any action brought by a Processor to enforce this Agreement shall be brought in either the Iowa District Court for the county in which the Contract Grower resides or in the United States District Court for the Northern or Southern District of Iowa, as applicable.

3) Any action brought by a Processor or Contract Grower or Prospective Contract Grower to enforce a Contract Grower Agreement shall be brought as required under 7 U.S.C. § 197b(a).

F. If the Contract Grower or Prospective Contract Grower prevails in any such action against a Processor, the Contract Grower or Prospective Contract Grower shall be entitled to court costs, reasonable attorney's fees, and reasonable litigation expenses.

G. If injunctive relief is sought in such an action, a Contract Grower or Prospective Contract Grower shall not be required to post a bond.

H. A Processor shall not contract to limit the measure of damages available to a Contract Grower under Iowa law.

I. Except as specifically stated in this Agreement, a Contract Grower or Prospective Contract Grower shall be entitled to damages as provided by Iowa law and the

Processor shall be entitled to defenses as provided by Iowa law.

7. Attorney General and the Processor Remedies.

The Attorney General and the Processor shall be entitled to enforce this Agreement as a binding contract in any state or federal court with jurisdiction over the Parties hereto. The Attorney General may enforce this Agreement and any of the rights of Contract Growers and Prospective Contract Growers identified in this Agreement against the Processor. The Attorney General shall also be entitled to injunctive relief, if appropriate, in order to redress violations of this Agreement or Contract Grower Rights. If the Attorney General prevails in such a proceeding against the Processor, the presiding court may award liquidated damages against the Processor, in an amount up to $1,000 per day. Except as otherwise specifically stated in this Agreement, Processor may enforce this Agreement and its respective rights hereunder against the State, whether in the form of seeking injunctive or declaratory relief, exercising affirmative defense, or otherwise, as allowed at law or in equity.

8. Term.

This Agreement shall be binding upon and enforceable against the Processor and the State in accordance with its terms until midnight September 16, 2031, after which the rights of the Parties will be as they stood prior to the date of the execution of this Agreement. Notwithstanding the foregoing, each Processor has the right to: a) enter into agreements with Contract Growers for the care and feeding of swine owned by such Processor in the State of Iowa with a term extending beyond the term of this Agreement and, with respect to each such Contract Grower Agreement, the provisions of this Agreement shall remain in effect for the full term of such Contract Grower Agreement; and b) remain as an owner or enter into agreements to be an owner of otherwise Qualified Processors with a term extending beyond the term of this Agreement and with respect to such agreements the provisions of this Agreement shall remain in effect for the full term of such agreements.

9. More Favorable Terms.

A. If, at any time during the period this Agreement is in effect, the State by and through its Attorney General or otherwise, enters into any agreement(s) with any other processor(s) (a) to extend, in whole or in part, the terms of the State's existing consent decree(s) or other consent agreements with the processor(s), or (b) providing a waiver or forbearance of enforcement of Iowa Code Section 202.B.201, then the State shall notify the Processor of such agreement(s) and provide the Processor with copies of the same within ten (10) days after execution of the agreements.

B. If at any time during the period this Agreement is in effect, the State, by and through its Attorney General or otherwise, has previously made available or hereafter makes available to another processor in a consent decree or other agreement regarding Iowa Code section 202B.201, as it now exists and/or as it may be amended, more favorable terms than the terms in this Agreement, then the Attorney General shall make available to the Processor the benefits of such more favorable terms. The Parties shall document in writing the modification of this Agreement to include any such more favorable terms.

10. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties upon which each relies as an inducement to settlement. The terms of this Agreement are contractual and not merely a recital. None of the terms shall be altered or modified in whole or in part except in writing acknowledged by each Party.

11. Integration Clause.

In the event any provision of this Agreement shall be found to be void or unenforceable, all provisions of this Agreement shall therein be void and unenforceable.

12. Clarification.

Nothing in this Agreement shall be construed to abrogate or supersede the provisions of Iowa Code chapters 9H or 9I.

13. Public Record.

The Parties acknowledge this Agreement is a public record under Iowa Code chapter 22, and it is available for public inspection and copying upon request.

[Signature Page to Follow]

WHEREAS, the parties, through their authorized representatives, have executed this Agreement on this 25th day of ~~June~~ August, 2025, its effective date.

State Of Iowa

By: _____
Brenna Bird
Attorney General of the State of Iowa

Passel Farms, LLC

By: _____
Name: Pat Joyce
Title: CEO