

**TRUST AGREEMENT AND ASSIGNMENT OF ASSETS
FOR THE BENEFIT OF CREDITORS**

This Trust Agreement and Assignment of Assets for the Benefit of Creditors of FarmLink, Inc. ("Trust Agreement" or "Agreement"), is made and entered into this day, JANUARY 6, 2016, by FarmLink, Inc., a Delaware corporation, whose federal tax identification number is 43-1883983 ("Debtor"), and Development Specialists, Inc., an Illinois corporation ("DSI"), not in its individual or corporate capacity but solely as trustee and assignee for the benefit of creditors of the Debtor.

WITNESSETH:

WHEREAS, Debtor is no longer able to operate solvently and seeks to wind-up its affairs in an orderly and expeditious manner;

WHEREAS, DSI is willing and able to perform certain services as assignee for the benefit of creditors and trustee as set forth herein in winding-up Debtor's affairs;

NOW, THEREFORE, in consideration of Debtor's assignment of its assets to the trust established herein to be administered by DSI as trustee and the express undertakings of this Trust Agreement and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is hereby declared and agreed as follows.

Article I: Definitions and Construction.

1.01 Incorporation of Recitals. The above recitals of this Agreement are hereby incorporated into and made a part of this Agreement.

1.02 Certain Definitions. In addition to the defined terms parenthetically set forth in this Agreement, the following words and terms shall have the following meaning unless the context clearly requires otherwise.

(a) "Assets" or "Trust Assets" shall mean all personal and real property, including, without limitation, accounts, deposit accounts, intellectual property, beneficial interests, contracts, general intangibles, social media sites, URLs, claims, rights, or causes of action owned by Debtor or otherwise against which Debtor has a claim as of the date of this Trust Agreement or in which Debtor may acquire an interest, title or ownership in the future, along with any property hereafter delivered to the trustee and any and all proceeds obtained through the prosecution and liquidation of any claims, rights, or causes of action, and the sale, transfer, conversion, assignment or otherwise of any Assets, and any income received through investment of any Asset.

(b) "Beneficiary" shall mean any Person who is a creditor of the Debtor, and whose claims, rights, or causes of action were accepted by the trustee as part of this Trust.

(c) "Person" shall mean an individual natural person, corporation, partnership, limited liability company or partnership, trust, unincorporated association, joint venture, joint stock company, governmental entity or any political subdivision thereof, or any other entity.

(d) "Trust" shall mean the trust created by this Agreement under the common law in Missouri. It is understood and agreed that this Trust is a liquidation trust outside the purview of RSMo. Chapter 426.

1.03 Construction. The following principles of language construction shall apply to this Agreement unless the context clearly requires otherwise. References to the plural include the singular, and the singular includes the plural. The term "or" means the inclusive disjunction, as represented by the phrase "and/or." The words "hereof," "herein," "hereunder," and similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Headings and titles are for reference purposes only and shall not control or affect the construction of this Agreement. Paragraph and exhibit references are to this Agreement unless otherwise specified.

Article II: Declaration of Trust.

2.01 Creation of Trust. Debtor assigns and transfers to the Trustee on behalf of the Trust absolutely all of its right, title and interest in and to any and all Trust Assets as defined above in section 1.02(a) that the Debtor may have, whether known or unknown, direct or indirect, claimed or unclaimed, suspected or unsuspected, liquidated or unliquidated, contingent or determined, from the beginning of time to date, or may have an interest in subsequent to this date. The Trustee and its successors and assigns shall have and hold such Assets in trust and in no event in its own name until the Trust shall terminate as provided for below. The Assets shall be held in trust under and subject to the terms and conditions set forth herein, for the benefit of the Beneficiaries; provided, however, that upon distribution of all of the Assets in accordance with the terms of this Agreement, then this Agreement shall cease and terminate and be of no further force and effect. The Assets are to be held and applied by the Trustee subject to the further covenants, conditions, and terms of this Agreement, but in any event, the Trustee shall administer the Trust for the primary purpose of liquidating the Assets assigned to it as trustee, with no objective to engage in any trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust.

2.02 Object of the Trust. The name of this Trust shall be the "FarmLink ABC Trust" and its object shall be (a) the orderly liquidation of Assets relating to the Debtor; (b) the enforcement and liquidation of any claims, rights, or causes of action relating to (i) any repurchase or redemption of Debtor's stock in violation of applicable state law, (ii) any transfer of property of Debtor that is avoidable by a creditor of Debtor as a fraudulent transfer or otherwise, or (iii) any other specific claims that relate to Debtor that can be asserted by the trustee as a general claim of the Debtor's estate or otherwise, and (c) the distribution of the proceeds of the liquidation of assets, after the payment of administration fees and costs, to the Beneficiaries under this Agreement in accordance with applicable law. Debtor hereby nominates and appoints DSI as the trustee of the Trust (the "Trustee") to carry out the purpose of the Trust in accordance with its terms and conditions. The Trustee shall have the powers and duties

hereinafter set forth, and shall receive reasonable compensation for its services and reimbursement of its expenses, including, but not limited to reimbursement of its attorneys' fees and costs. The Trustee shall serve without bond.

2.03 Trustee's Acceptance. The Trustee accepts the Trust imposed by this Agreement, and agrees to observe and perform the Trust, upon and subject to the terms and conditions set forth herein. Notwithstanding any of the above, the Trust shall not be deemed created or the assignment effective until and unless the Trustee has accepted the assignment.

2.04 Title. Legal title to all Trust Assets shall be vested in the Trustee in its sole and representative capacity.

Article III: Obligations of the Trustee.

3.01 Trustee's Efforts. The Trustee shall use commercially reasonable efforts, consistent with its other obligations hereunder, to maximize the amount of available cash for distributions to the Beneficiaries. The Trustee shall value all Assets transferred to, or recovered by, the Trust in accordance with generally accepted accounting principles. Such valuation shall be used for all federal income tax purposes. No Beneficiary shall have the right to direct or control the Trustee's actions in administering the Trust.

3.02 Reports. The Trustee may from time to time, at its discretion, report to the Beneficiaries on the status of the Trust including through the submission of liquidation budgets.

3.03 Investment Obligations. Monies constituting part of the Trust Assets may be invested by the Trustee in demand or time deposits only, including, direct obligations of, or certificates of deposit, or obligations guaranteed by, the United States of America having a remaining time to maturity of not more than 180 days; and obligations of any agency or corporation which is or may hereafter be created by or pursuant to an act of the Congress of the United States as an agency or instrumentality thereof having a remaining time to maturity of not more than 180 days. Such investments shall mature in such amounts and at such times as may be necessary to provide funds when needed to make payments from the Trust Assets from time to time, subject to the requirements provided herein.

Any of the foregoing securities purchased with any of the Trust Assets shall be deemed a part of the Trust Assets. All interest and distributions received by the Trustee from the Trust Assets shall be a part of the Trust Assets. Except as otherwise provided herein, if at any time it shall become necessary that some or all of the securities in the Trust Assets be redeemed or sold in order to raise monies necessary to comply with the provisions of this Trust Agreement or the Plan, the Trustee shall effect such redemption or sale, in such manner and at such time as the Trustee, in his discretion, deems reasonable.

Article IV: Powers of the Trustee.

4.01 Distributions. The Trustee shall distribute the Trust Assets at such times and in such manner and amounts as the Trustee determines appropriate, in his sole discretion, to the Beneficiaries. Distributions shall be paid according to the following priorities:

(a) First, all costs for the preservation of the Trust and Trust Assets, including the expenses of operation, and such other administrative expenses as shall be reasonably incurred;

(b) Second, all costs and expenses incidental to the administration of the Trust, including the remuneration of the Trustee and the payment of reasonable compensation for the services of attorneys for the Trustee. These costs and expenses shall include those incidental to the preparation and execution of this Trust Agreement. The Trustee shall also have the right to retain and pay an accountant, counsel and other agents reasonable compensation for services performed in connection with the administration of this Trust and the attorneys for Debtor for such services as shall be rendered in aid of the administration of this Trust and its property as set forth in 4.02 below;

(c) Third, all claims that are secured by a security interest which (i) arose pursuant to a security agreement or (ii) originated under applicable law, which are properly perfected as of the date of the creation of this Trust Agreement (“Secured Claims”), but only up to the value of the property set out as the collateral securing the Secured Claims;

(d) Fourth, all federal taxes of any nature whatsoever arising from or related to this Trust Agreement, including, but not limited to, federal withholding tax, federal unemployment tax and other federal income, excise, property and employment taxes and claims of any agency of the federal government, all pursuant to 31 U.S.C. § 3713;

(e) Fifth, all employees of the Debtor entitled to priority under 11 U.S.C. § 507(a)(4) up to the statutory maximum;

(f) Sixth, all state and county taxes of any nature arising from or related to this Trust Agreement, including, but not limited to, state and county employment, property and income taxes; and

(g) Seventh, with the exception of those classes set forth above, all distributions to Beneficiaries shall be *pro rata* in accordance with (i) applicable law determining the priority and nature of any Beneficiary’s claim, and (ii) the amount of each Beneficiary’s claim against Debtor, until all Assets have been distributed. The Trustee shall make interim distributions whenever the Trustee accumulates sufficient funds to enable him to make a reasonable distribution.

In the event any dispute arises as to the amount of a Beneficiary’s claim against Debtor, the Trustee shall make the sole determination of the amount of the claim, which determination shall be based upon any reasonable standard that he considers appropriate. If the Trustee is unable to determine one or more disputed Beneficiary’s claims, the Trustee may submit the question to a court of competent jurisdiction through an interpleader or declaratory judgment action, and the costs and expenses, including attorneys’ fees, of bringing and administering such action shall be administrative costs and expenses of the Trust.

4.02 Express Powers of Trustee. The Trustee shall have, *inter alia*, the following powers, rights and duties:

(a) To employ attorneys, accountant, other professionals, and such additional personnel to whatever extent may be necessary to prosecute assigned rights, claims, and causes of action, and to assist in the administration of the Trust;

(b) To settle any and all assigned claims and causes of action, with full power to compromise, or in the discretion of the Trustee, to sue or be sued, and to prosecute or defend any of the assigned claim or claims;

(c) To exercise any powers that are granted to a trustee under the Missouri common law;

(d) To do and perform any and all other acts necessary and proper for the orderly liquidation or other disposition of the assigned rights, claims, and causes of action, including, but not limited to, abandonment, of the assigned rights, claims, and causes of action; and

(e) To sell, transfer and/or convey the Assets of the Debtor assigned by the Debtor into the Trust at such time or times, in such manner and on such terms and for such consideration as the Trustee deems appropriate, in his sole discretion. Should the Assets be sold by the Trustee to a creditor of Debtor having a secured interest in all or some part of those Assets then the security interest remains in effect to the extent that secured creditor does not use a portion of the secured indebtedness to credit bid for the purchase of the Assets being sold.

4.03 Out-of-Court Administration of Trust. This Trust shall be administered out of court. The Trustee shall, however, have the right to ask any court of competent jurisdiction for a declaratory judgment or such other relief as the Trustee may deem necessary, if, in its opinion, said action is desirable in connection with any dispute or claim arising hereunder.

Article V: The Trustee.

5.01 Resignation. The Trustee may resign by an instrument in writing signed by the Trustee and served upon the Beneficiaries provided that the Trustee shall continue to serve after its resignation until the appointment of a successor shall become effective in accordance with Section 5.02 hereof.

5.02 Appointment of Successor Trustee. The Trustee may withdraw as trustee and appoint a successor trustee. Such appointment will specify the date on which such appointment shall be effective. The successor trustee appointed hereunder shall execute, acknowledge and deliver to the Beneficiaries an instrument accepting such appointment, and thereupon the withdrawal of the Trustee shall become effective and the successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring trustee.

5.03 Trust Continuance. The withdrawal, death, resignation, incompetence or removal of the Trustee shall not terminate the Trust created by this Agreement or revoke any existing agency created pursuant to the terms of this Agreement or invalidate any action theretofore taken by the Trustee. In the event of the withdrawal, resignation or removal of the Trustee, it shall execute and deliver such documents, instruments, records and other writings as may be reasonably requested by the Beneficiaries for the successor trustee to effect the termination of the Trustee's capacity under this Agreement and the appointment of the successor trustee; deliver to the successor trustee all documents, instruments, records and other writings related to the Trust as may be in the possession of the Trustee; and otherwise assist and cooperate in effecting the assumption of its obligations and functions by such successor trustee.

5.04 Compensation. The Trustee shall be entitled to compensation and reimbursement of expenses from the Assets, in accordance with the regular hourly rates charged by the Trustee. A minimum fee of \$50,000 is due upon the execution and acceptance of this Agreement, against which the Trustee's hourly compensation shall be applied. Trustee will advise Debtor of fees earned and expenses incurred by Trustee and its agents on a periodic basis. The Trustee's compensation may be paid from funds initially assigned to the Trust or from funds collected by the Trustee subsequent to the assignment.

5.05 Standard of Care: Exculpation. The Trustee or members of its staff or agents (for purposes of 5.05 and 5.06 herein collectively referred to as the Trustee) shall not be personally liable to the Trustee or to a Beneficiary, except for such of its acts as shall constitute bad faith, willful misfeasance, gross negligence or willful disregard of its/his/her duties. Except as aforesaid, the Trustee shall be entitled to be exonerated and indemnified from time to time from the Assets against any and all loss, expense and liability arising out of or in connection with the Assets or the affairs of the Trust which they may suffer. The Trustee shall not be obligated to give any bond or surety or other security for the performance of any of its duties, unless otherwise ordered by a court of competent jurisdiction; if so otherwise ordered, all costs and expenses of procuring any such bond shall be paid from the Assets.

5.06 Reliance by Trustee. The Trustee may rely, and shall be fully protected in acting upon, any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document which it believes to be genuine and to have been signed or presented by the proper party or parties or, in the case of cables, emails, telecopies, and telexes, to have been sent by the proper party or parties. In the absence of manifest error, bad faith, willful misfeasance, gross negligence or willful disregard of the Trustee's duties, the Trustee may conclusively rely on the truth of statements and correctness of the opinions expressed therein. It may consult with counsel and any opinion of said counsel shall be full and complete authorization and protection in respect of any action taken or suffered in accordance therewith.

Article VI: Relationship between Trustee and Debtor.

6.01 Debtor's Representations and Warranties. Debtor hereby represents and warrants to Trustee as follows:

- (a) The list of creditors and the information about assets and liabilities delivered to the Trustee, whether prior to the execution of this Trust Agreement,

concurrent herewith, or in the future has been, is, and shall be complete and correct as reflected by the books and records of Debtor, or to the best knowledge of Debtor's officers and directors.

6.02 Debtor's Obligation to File and Pay Taxes. The Trustee shall have responsibility for preparing, filing, and paying any federal or state tax-related documents pertaining directly to Trustee's actions in administering this Trust. The Debtor shall have sole responsibility for preparing and filing any and all tax documents and returns pertaining to the operation of Debtor's business until such time that all operations cease, including, but not limited to, any and all income and sales tax returns, employee withholding and payroll-related returns, and unemployment tax returns. The Trustee does not assume any responsibility or obligation to pay any taxes due and owed by Debtor to federal or state governmental entities, except to the extent funds are available and Trustee is otherwise obligated to pay such taxes pursuant to the terms of this Agreement.

(a) The Trustee is not responsible for termination of any employee benefit plan.

6.03 Power of Attorney to Trustee. The Debtor hereby grants to Trustee an irrevocable power of attorney to execute any and all documents on behalf of Debtor that Trustee determines to be desirable or necessary, in Trustee's sole discretion, in performance of Trustee's duties under this Agreement for the purpose of administering this Trust. Debtor acknowledges that this grant of power of attorney is coupled with an interest and shall not terminate until this Trust is terminated and all duties of the Trustee have been performed and discharged. This power of attorney includes, without limitation, the power to execute on behalf of Debtor any and all deeds, letters of direction, and bills of sale. Through this power of attorney, Debtor authorizes and directs Trustee to execute any and all documents to effectuate the sale, lease, mortgage, hypothecation, assignment, pledge, grant of security interest, or other transfer of any and all of Debtor's real and personal property.

Article VII: Miscellaneous.

7.01 Rights of Creditors against Debtor. All rights and remedies of the Creditors against the estate of Debtor and any surety or sureties for Debtor are hereby expressly reserved and nothing herein contained shall prevent the Creditors from suing any third parties or persons who may be liable to the Creditors for all or any part of their claims against Debtor by guaranty or otherwise, or from enforcing or otherwise obtaining the full benefit of any mortgage, charge, pledge, lien or other security which they now hold on any property of Debtor, provided that no Creditor shall prosecute any of the assigned Assets until the Trust shall have terminated or the Trustee shall have abandoned the assigned Assets.

7.02 Jurisdiction and Governing Law. The Trust shall be a Missouri trust subject to the laws of the State of Missouri. The United States District Court for the Western District of Missouri and the Circuit Court of Jackson County, Missouri, shall have exclusive jurisdiction and venue over the Trust, the Trustee and the Trust Assets, including the determination of all controversies and disputes arising under or in connection with the Trust. This Agreement shall

be governed by, construed under and interpreted in accordance with, the laws of the State of Missouri, without regard to conflicts of law principles.

7.03 Termination of Trust. The Trust shall continue until the distribution of the balance of the Trust Assets, but in no event shall termination be beyond five years from the date hereof. The Trustee shall provide the Beneficiaries with a final accounting of all sources and uses of funds at the time of termination and otherwise shall comply with reasonable and necessary termination procedures.

7.04 Notices. All notices, requests, approvals and other communications required or permitted to be made in accordance with this Agreement and pursuant to the administration of the Trust shall be in writing and shall be delivered personally by facsimile, by nationally-recognized overnight courier, mailed electronically or mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

if to the Trustee:

Development Specialists, Inc.
333 South Grand Ave., Suite 4070
Los Angeles, California 90071
Attn: Geoffrey L. Berman
Senior Manager Director
Office: 213-617-2717
Fax: 213-617-2718

if to the Debtor:

Bryan Cave LLP
3800 One Kansas City Place
1200 Main Street
Kansas City, Missouri 64105
Attn: Mark G. Stingley
Office: 816-391-7649
Fax: 816-855-3649

With a copy to:

Spencer Fane Britt & Browne LLP
1000 Walnut Street
Suite 1400
Kansas City, Missouri 64106
Attn: Scott Goldstein
Fax: 816-474-3216

The Trustee shall maintain a database of the Beneficiaries' addresses and telephone numbers at which the Trustee shall serve notices. Any party may change the addresses at which it is to receive communications under this Agreement by furnishing written notice pursuant to the provisions of this Section 7.04 to the Trustee.

7.05 Joinder to the Trust. From time to time, Debtor's affiliates and subsidiaries may join this Trust as grantors by assigning their Assets to the Trust and providing such information or documents as required by the Trustee. Alternatively, if the creditors of the affiliates or subsidiaries substantially differ from those of the Debtor, then the Trustee, in his sole discretion, may require that the affiliates or subsidiaries make an assignment for the benefit of creditors through a separate trust.

7.06 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable any such provision in any other jurisdiction.

7.07 Integration. This Trust Agreement embodies all of the representations, warranties and agreements of the parties hereto with respect to the subject matter hereof, and all prior understandings, representations and warranties (whether oral or written) with respect to such matters are superseded.

7.08 Modification of Trust Agreement. This Agreement may not be amended, modified, or waived except by an instrument in writing signed by the party or an executive officer of a party against whom enforcement of the amendment, modification or waiver is sought.

7.09 Execution in Counterpart. This Agreement may be executed in counterpart, and the Agreement along with all signature pages shall be treated as the whole.

IN WITNESS WHEREOF, this Trust Agreement is made as of the date first set forth above by execution hereof.

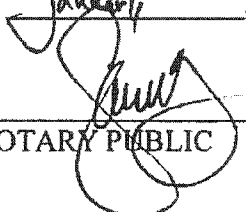
FARMLINK, INC., a Delaware corporation

Signature: 

Print Name: Donald T Lemay

Its: CEO

Subscribed and sworn to before me this 6th day
of January, 2016-2017


NOTARY PUBLIC

SAMUEL H. DOMINGUEZ
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: September 14, 2018
Commission # 14630156

ACCEPTANCE

DEVELOPMENT SPECIALISTS, INC., not in its corporate capacity but solely as assignee for the benefit of creditors of the Debtor and Trustee hereunder accepts the office of Trustee for the Trust subject to the terms and conditions set forth above.

DEVELOPMENT SPECIALISTS, INC.,
an Illinois corporation, solely in its capacity as
assignee for the benefit of creditors of FarmLink,
Inc.

By: _____
Geoffrey L. Berman, Senior Manager Director,

At Palm Desert, California, this ____ of January,
2017.

Subscribed and sworn to before me this ____ day
of _____, 2017.

NOTARY PUBLIC