

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4224968

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
NEW ZEALAND HEALTH ASSOCIATION LIMITED	07/18/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SGF HOLDINGS LLC
<b>Street Address:</b>	11 BELLWETHER WAY, SUITE 305
<b>City:</b>	BELLINGHAM
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98225
<b>PROPERTY NUMBERS Total: 8</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7923552
<b>Application Number:</b>	12969606
<b>Application Number:</b>	13038269
<b>Application Number:</b>	13070466
<b>Application Number:</b>	61599913
<b>Application Number:</b>	61599917
<b>Application Number:</b>	61766063
<b>Application Number:</b>	12799668
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)344-8300
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	2023444295
<b>Email:</b>	tjreno@venable.com, ptomail@venable.com, tjx01@venable.com
<b>Correspondent Name:</b>	STEVEN J. SCHWARZ
<b>Address Line 1:</b>	575 7TH STREET NW
<b>Address Line 2:</b>	VENABLE LLP
<b>Address Line 4:</b>	WASHINGTON, D.C. 20004
<b>ATTORNEY DOCKET NUMBER:</b>	126414-356018
<b>NAME OF SUBMITTER:</b>	STEVEN J. SCHWARZ
<b>SIGNATURE:</b>	//STEVEN J. SCHWARZ//

PATENT

DATE SIGNED:	01/13/2017
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**Total Attachments: 89**

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**NEW ZEALAND HEALTH ASSOCIATION LTD.**  
**124 Pah Road**  
**Royal Oak, Auckland 1023**  
**New Zealand**

20 July, 2015

Ted L. Ramirez, Esquire  
Venable LLP  
575 7th Street, NW  
Washington, DC 20004

Re: Authorization – Release Security Interests

Dear Mr. Ramirez:

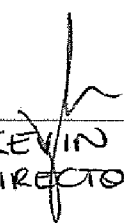
Reference is made to the secured promissory notes referenced in Exhibit A attached hereto by SGF Holdings LLC, a Washington limited liability company (“Maker”), in favor of New Zealand Health Association Ltd., a New Zealand limited company (“Secured Party”) (collectively, the “Notes”).

We acknowledge that we have been named as secured party of record in connection with the Notes and have filed financing statements and other instruments and filings necessary to perfect our security interest (the “Security Interests”) in the collateral securing the Notes (the “Financing Statements”).

We further acknowledge that we no longer retain any security interest in any property of Maker and, by our signature below, we authorize Venable LLP and Maker, pursuant to execute and deliver termination statements or other documents to effect the termination of the Security Interests.

We agree that our signature may be delivered by fax or electronic transmission. We further agree to deliver a counterpart of this authorization with our inked signature, but our failure to deliver a copy of this authorization with our inked signature shall not affect the validity, enforceability and binding effect of this authorization.

**NEW ZEALAND HEALTH ASSOCIATION LTD.**

By:  (SEAL)  
Name: **KEVIN JACKSON**  
Title: **DIRECTOR.**

**SECURED PROMISSORY NOTES**

See attached.

9382570-v1

**PATENT**  
**REEL: 041368 FRAME: 0431**

## SECURED PROMISSORY NOTE

\$2,264,750.34

18 February, 2013

**FOR VALUE RECEIVED**, SGF HOLDINGS LLC, a Washington limited liability company ("Maker"), hereby promises to pay to the order of NEW ZEALAND HEALTH ASSOCIATION LTD., a New Zealand limited company ("Payee"), at such place as Payee may from time to time designate in writing, the principal sum of Two Million Two Hundred Sixty Four Thousand and Seven Hundred and Fifty US Dollars and 34/100 (US\$2,264,750.34) (the "Principal Amount") in accordance with the terms set forth in this Secured Promissory Note (this "Note"):

1. **Interest.** Interest shall accrue from the date of this Note on the principal balance outstanding from time to time at a fixed rate of interest equal to Five Percent (5%), compounding annually, and shall be added to the principal balance of this Note.

2. **Repayment.** The entire unpaid principal balance of this Note, together with all accrued but unpaid interest thereon and all other charges provided for herein, shall be due and payable in full on October 1, 2013 (the "Maturity Date"), unless Payee agrees in writing to extend the Maturity Date. All payments under this Note shall be paid in lawful money of the United States of America.

3. **Application of Payments.** All payments made hereunder shall be applied first to late penalties or other sums owing to Payee, then to accrued interest, and last to the repayment of any remaining balance of this Note.

4. **Security.**

(a) As security for the prompt and full performance of Maker's obligations under this Note, Maker hereby grants to Payee a security interest in all of the assets of Maker, including, without limitation, all of Maker's Intellectual Property (defined herein), personal property, whether now owned or hereafter acquired, including, without limitation, goods, accounts, deposit accounts, investment property, instruments, chattel paper, documents, letters of credit rights, commercial tort claims, and general intangibles, and any and all proceeds and products of the foregoing, as such terms are defined under the Uniform Commercial Code (the "Collateral"). Maker agrees that, with respect to the Collateral, Payee shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Washington, as well as those provided in this Note. Maker covenants and agrees to execute and deliver in recordable form such financing statements and other instruments and filings as are necessary to perfect such security interest in the Collateral. Maker hereby authorizes Payee to execute and file any such financing statements or continuation statements on behalf of Maker and/or without the signature of Maker to the extent permitted by law. Payee is hereby appointed the attorney-in-fact of Maker, which appointment as attorney-in-fact is

irrevocable and coupled with an interest, for the purpose of perfecting its security interest in the Collateral and for the purposes of exercising its right as a secured creditor and taking any action and executing any instruments and/or documents which Payee may deem necessary or advisable to accomplish the purposes hereof. Payee acknowledges that this security interest in the Collateral applies only to the amounts due under this Note and not to any other obligations owed by Maker to Payee. In addition, Payee will execute and deliver in reasonable form any Uniform Commercial Code termination statements or other documents to effect the termination of this security interest as soon as this Note has been paid in full.

(b) For purposes of this Note, "Intellectual Property" shall mean shall mean, collectively, all of the Maker's now owned and hereafter acquired intellectual property, including, without limitation, the following: (i) all patents (including all rights corresponding thereto throughout the world, and all improvements thereon); (ii) all trademarks (including service marks, trade names and trade secrets, and all goodwill associated therewith); (iii) all copyrights (including all renewals, extensions and continuations thereof); (iv) all applications for patents, trademarks or copyrights and all applications otherwise relating in any way to the subject matter of such patents, copyrights and trademarks; (v) all patents, copyrights, trademarks or applications therefor arising after the date of this Note; (vi) all reissues, continuations, continuations-in-part and divisions of the property described in the preceding clauses (i), (ii), (iii), (iv) and (v), including, without limitation, any claims by the Maker against third parties for infringement thereof; and (vii) all rights to sue for past, present and future infringements or violations of any such patents, trademarks and copyrights.

5. Prepayments. This Note may be prepaid in whole (at any time) or in part (from time to time) without premium or penalty.

6. Representations and Warranties. To induce the Payee to enter into the transactions contemplated by this Note, the Maker represents and warrants to the Payee as follows (which representations and warranties shall survive the execution and delivery of this Note):

(a) Title to Collateral; Priority of Security Interest. Other than with respect to the obligations set forth on Schedule 6(a) hereto (the "Permitted Liens"), the Maker has full, complete, indefeasible and marketable title to all of the Collateral absolutely free and clear of any claims, defects, liens, security interests, pledges, title retention agreements or other encumbrances. Other than with respect to the Permitted Liens, no financing statement that names Maker as a debtor or which lists any of the Collateral as collateral (other than those which name the Payee as the secured party) has been filed in any place, and the Maker has not signed any financing statement or any security agreement authorizing any other secured party other than the Payee to file any such financing statement.

(b) Other Names. Except in connection with the Maker's name change from Sweet Green Fields, LLC, a Washington limited liability company, to SGF Holdings LLC, a Washington limited liability company, the Maker has not changed its

name or used any other name or any trade name within the five (5) year period immediately preceding the date of this Note, except as disclosed to the Payee.

(c) Location of Goods and Inventory. As of the date of this Note, all of the goods and inventory of the Maker are located only at the real property or leased locations identified on Schedule 6(c) hereto, and none of the goods or inventory is stored with, nor in the possession of, any bailee, warehouseman, subcontractor, or other similar individual or entity except as noted on Schedule 6(c) hereto.

(d) Intellectual Property. Except as set forth on Schedule 6(d) hereto, as of the date of this Note, the Maker has no Intellectual Property and the Maker has no patents or trademarks issued by, or the subject of pending applications in, the United States Patent and Trademark Office or any similar office or agency in the United States or any other country. The Maker has not abandoned any pending patent or trademark application material to its business.

(e) Business Purpose. This Note evidences a loan made to Maker for the purpose of carrying on a business or commercial enterprise within the laws of the State of Washington.

(f) Compliance with Laws; Permits. The Maker is in compliance with all applicable laws, statutes, regulations and ordinances relating to the operation of its business and the maintenance and operation of its properties and assets. The Maker holds and is in compliance with all permits, licenses, bonds, approvals, certificates, registrations, accreditations and other authorizations of all foreign, federal, state and local governmental agencies required for the conduct of its business and the ownership of its properties (collectively, "Permits"). No suspension, restriction, cancellation or adverse modification of any Permits is pending or threatened, and no written notices have been received by the Company alleging the failure to hold any Permits

7. Covenants. Until this Note is repaid in full, the Maker covenants and agrees with the Payee as follows:

(a) Distributions. Except for those distributions Maker is required to make to its members with respect to their tax obligations, Maker shall not distribute any funds to the members of Maker.

(b) Liens, Claims and Attachments. Other than with respect to the Permitted Liens, the Maker shall maintain the Collateral free from all claims, liens, encumbrances and legal processes, and the Maker shall promptly notify the Payee after receipt of notice of any lien, attachment or judicial proceeding affecting any material item of the Collateral in whole or in part.

(c) Payment of Taxes, Assessments and Fees. The Maker shall pay all taxes, assessments and fees relating to the ownership or use of the Collateral or



any portion thereof as and when the same shall be due and payable except for any of the foregoing contested in good faith and subject to appropriate reserves.

(d) Intellectual Property.

(i) Except in the ordinary course of its business, the Maker will not transfer or grant an exclusive or non-exclusive license relating to, or otherwise dispose of any of its Intellectual Property without the prior written consent of the Payee, which may be withheld by the Payee for any reason whatsoever in its sole discretion.

(ii) The Maker shall not file any application for the issuance of a patent or trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any other country, unless the Maker has notified the Payee in writing of such action and, upon request of the Payee, the Maker shall execute and deliver to the Payee any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by the Payee to effect an assignment of such application to the Payee.

(iii) The Maker will not do any act, nor omit to do any act, whereby any such patents or trademarks, once granted and which remain useful, in any respect, to the Maker's business, may become abandoned or unenforceable, and the Maker shall notify the Payee immediately if it knows or has reason to know of any reason why any application, material to its business, may become abandoned, invalidated or the subject of any suit.

(iv) The Maker will render any assistance reasonably necessary to the Payee without cost in any proceeding before the United States Patent and Trademark Office or any similar office or agency in the United States or any other country to maintain each application, material to the business, for any patents, copyrights, trademarks or other Intellectual Property, including, without limitation, the filing of all renewals and the payment of all annuities.

(e) Name of Business. The Maker shall not conduct business under any other name nor change or reorganize the type of business entity under which it does business except upon prior written approval of the Payee not to be unreasonably withheld. If such approval is given, the Maker guarantees that all documents, instruments and agreements reasonably requested by the Payee shall be prepared and filed at the Maker's expense before such change of name or business entity occurs.

(f) Conduct of Business. The Maker will carry on its business in a manner consistent in all respects with the ordinary course and within the terms, covenants, representations and warranties herein, and will take all commercially reasonable steps to preserve its business intact, and maintain the value of Maker as a going concern.

8. **Default.** Each of the following shall constitute an event of default under this Note (a "Default Event");

(a) Maker fails to pay any installment of principal or accrued interest due hereunder when due and payable, and such payment remains unpaid for a period of seven (7) days thereafter;

(b) the failure of the Maker to keep, observe, duly perform or comply with any term, covenant or condition contained in this Note and such failure is not cured or discharged within seven (7) days following written notice from the Payee of such failure;

(c) any representation or warranty contained herein is found to have been false or misleading in any material respect when made;

(d) the making of an assignment for the benefit of the Maker's creditors;

(e) the dissolution of the Maker;

(f) the merger, consolidation, incorporation, reorganization, recapitalization, or other readjustment of the Maker;

(g) a receiver is appointed for Maker and is not discharged within thirty (30) days after such appointment;

(h) upon the filing of a petition in bankruptcy by Maker or against Maker (in the latter case, if not dismissed within ninety (90) days after such filing);

(i) Maker ceases or threatens to cease carrying on a substantial part of its business;

(j) any other indebtedness of Maker in respect of borrowed money or credit accommodation is (A) not paid when due; or (B) becomes due and payable before its normal maturity by reason of a default or event of default, however described; and

(k) Maker breaches or threatens to breach any material agreement (as determined by Payee) to which Maker is a party.

Upon the occurrence of any Default Event, and after providing seven (7) days notice and an opportunity to cure, Payee may, declare the unpaid amount hereof to be immediately due and payable and/or exercise any and all of Payee's rights or remedies available under applicable law.

9. **Default Interest Rate.** Upon the occurrence of an Default Event and thereafter until all amounts hereunder have been paid in full, the interest rate applicable to the then outstanding balance due under this Note shall be increased by an additional two percent (2%) per annum until such Default Event is cured (the "Default Interest Rate").

10. **Costs of Collection.** Maker promises to pay to Payee on demand by Payee all costs and expenses incurred by Payee in connection with the collection and enforcement of this Note following the occurrence of an Default Event, including, without limitation, attorneys' fees and expenses and court costs. Any such amounts not paid within ten (10) days after demand shall bear and accrue interest at the Default Interest Rate.

11. **Failure to Exercise Rights.** Any failure by Payee to exercise any right or remedy upon the occurrence of an Default Event shall not constitute a waiver of the right to exercise the same or any other right or remedy at any subsequent time in respect to the same or any other Default Event, and no single partial exercise of any right or remedy shall preclude other or further exercise of the same or any other right or remedy. Payee shall have no duty to exercise any or all of the rights and remedies herein provided or contemplated. The acceptance by Payee of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing rights or remedies at that time or at any subsequent time.

12. **Waiver of Protest.** Maker hereby waives presentment, protest and demand, notice of protest, and notice of dishonor, demand and nonpayment, and agrees that any payment due hereunder may be extended from time to time without in any way affecting the liability of Maker under this Note.

13. **Applicable Law.** This Note shall be governed by, and construed in accordance with, the laws of the State of Washington, without regard to principles of conflicts of law.

14. **Amendments; Waiver.** No amendment, supplement, modification, waiver or termination of this Note shall be binding unless executed in writing by each of Maker and Payee, or in the case of a waiver, by the party for whom such benefit was intended.

15. **Notice.** All notices and communications pursuant to this Agreement shall be in writing and shall be deemed properly given, delivered and effective when received if (i) personally delivered, or (ii) sent by other delivery service providing evidence of delivery, to the following:

If to Payee, to:	NEW ZEALAND HEALTH ASSOCIATION LIMITED 124 Pah Road
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Royal Oak, Auckland 1023  
New Zealand

If to Maker, to:

SGF HOLDINGS LLC  
11 Bellwether Way, Suite 305  
Bellingham, Washington 9822

or to such other address as Maker or Payee provides (in accordance herewith) to the other from time to time.


**16. Successors and Assigns.** This Note shall be binding upon Maker and its successors and assigns.

\* \* \* SIGNATURE PAGE FOLLOWS \* \* \*

**IN WITNESS WHEREOF**, Maker has caused this Secured Promissory Note to be executed under seal by its duly authorized officer, as of the date first written above.

**MAKER:**

SGF HOLDINGS LLC

By:  (SEAL)  
Name: Dean Francis  
Title: Chief Executive Officer

## **SCHEDULE 6(a)**

### **Permitted Liens**

Liens securing Maker's obligations under:

(i) that certain Secured Promissory Note, dated 18 February, 2013, in the original principal amount of \$6,425,248.30 made by Maker in favor of Global Health & Wellness Trustee Ltd.; and

(ii) any other debt instrument made by Maker in favor of any entity affiliated with or controlled by the Seventh-day Adventist denomination.

**SCHEDULE 6(c)**

**Location of Goods and Inventory**

11 Bellwether Way, Suite 305, Bellingham, WA 98225, USA

United Warehouse - 19005 64th Avenue S, Kent, WA 98032, USA

Central States Distribution Service - 3401 Lynch Creek Drive, Danville, IL 61834

Julian Rigby, Inc. - 199 Tobacco Lane, Alma, GA 31510

Avoca, Inc. - 841 Avoca Farm Road, Merry Hill, NC 27957

# **SCHEDULE 6(d)**

## **Intellectual Property**

### **PATENT APPLICATIONS ENTITLED "HIGH YIELD METHOD OF PRODUCING PURE REBAUDIOSIDE A"**

US Patent	US	Title: High yield method of producing pure rebaudioside A SGF Holdings LLC(SGF)	Issued Serial #: 11/252430	Issued: 4/12/2011 Pat. #: 7,923,552
US Patent	US	Title: Pure Rebaudioside A SGF Holdings LLC(SGF)	Pending Serial #: 12/969606 Pub #: US-2011-0124587-A1	
US Patent	US	Title: Pure and Substantially Pure Rebaudioside A SGF Holdings LLC(SGF)	Pending Serial #: 13/038269	
US Patent	US	Title: Rebaudioside A Purification Method SGF Holdings LLC(SGF)	Pending Serial #: 13/070466 Pub #: 2011-0251380	
US Patent	US	Title: Steviol Glycoside Coated Sugar and Related Method SGF Holdings LLC(SGF)	Pending Serial #: 61/599913	
US Patent	US	Title: Rebaudioside A Sweeteners SGF Holdings LLC(SGF)	Pending Serial #: 61/599917	
Foreign Patent	Australia	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) AJP 558219	Issued Serial #: 2005295234	Issued: 7/5/2012 Pat. #: 2005295234 Expires: 10/18/2025
Foreign Patent	Australia	Title: Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) AJP 640483	Pending Serial #: 2011218644	
Foreign Patent	Brazil	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CMxxx	Pending Serial #: P10516927-5	
Foreign Patent	Canada	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) P19907	Pending Serial #: 2583909	
Foreign Patent	Chile	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CMxxx	Pending Serial #: 1092-2007	
Foreign Patent	China	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) PN 053866	Issued Serial #: 200580035685.2	Issued: 1/4/2012 Pat. #: 889574 Expires: 10/18/2025



Foreign Patent	China	Title: CN Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) PN 112076	Pending Serial #: 201110212618.0	
Foreign Patent	Europe	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) EP766201FZTRiRo	Pending Serial #: 05810517.2	
Foreign Patent	Europe	Title: Pure and Substantially Pure Rebaudioside A SGF Holdings LLC(SGF) EP766201FZTRiRo	Pending Serial #: 11.185.279.4	
Foreign Patent	India	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF)	Pending Serial #: 2149/CHENP/2007	
Foreign Patent	Japan	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) PA-35356C8	Pending Serial #: 2007-537037	
Foreign Patent	Japan	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) PA-40103C8	Pending Serial #: None	
Foreign Patent	Mexico	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) JUO/EDR/MMR	Issued Serial #: MX/a/2007/004472	Issued: 8/10/2011 Pat. #: 289183 Expires: 10/18/2025
Foreign Patent	Mexico	Title: MX Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) 221770/EPN/ybv	Pending Serial #: MX/a/2011/007208	
Foreign Patent	Malaysia	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CG/PAV/8129282/rad	Allowed Serial #: PI20070580	
Foreign Patent	Malaysia	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CG/PAV/8129282/rad	New Serial #: None	
Foreign Patent	New Zealand	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) AJP.558221	Issued Serial #: 555239	Issued: 10/18/2005 Pat. #: 555239
Foreign Patent	New Zealand	Title: NZ Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) AJP.618729	Granted Serial #: 583403	

**PLANT PATENT; STEVIA PLANT NAMED 'T60'**

United States. Application Serial No. 12/799,668

**USA TRADEMARKS;**

CHANGING THE WAY THE WORLD SWEETENS FOOD AND BEVERAGE,  
NATURALLY.

U.S. Trademark Serial No. 77/818451; Filing Date: September 2, 2009

NEUTREBA

U.S. Trademark Serial No. 77/818480; Filing Date: September 2, 2009

SWEET GREEN FIELDS

U.S. Trademark Registration 3876298; As at November 16, 2010

ALTESSE

U.S. Trademark Serial No. 85/601699; Filing Date: April 18, 2012

ALTESSESTEVIA

U.S. Trademark Serial No. 85/601693; Filing Date: April 18, 2012

GREENESSESTEVIA

U.S. Trademark Serial No. 85/601643; Filing Date: April 18, 2012

GREENSWEET

U.S. Trademark Serial No. 85/577370; Filing Date: March 22, 2012

NECTUR

U.S. Trademark Serial No. 77/818473; Filing Date: September 2, 2009

OPTESSE

U.S. Trademark Serial No. 85/601689; Filing Date: April 18, 2012

OPTESSESTEVIA

U.S. Trademark Serial No. 85/601682; Filing Date: April 18, 2012

OPTISWEET

U.S. Trademark Serial No. 85/577367; Filing Date: March 22, 2012

ORGANOSWEET

U.S. Trademark Serial No. 85/601616; Filing Date: April 18, 2012

PREMASWEET

U.S. Trademark Serial No. 85/601626; Filing Date: April 18, 2012

PURESSE

U.S. Trademark Serial No. 85/601669; Filing Date: April 18, 2012

PURESSEORGANICS

U.S. Trademark Serial No. 85/601663; Filing Date: April 18, 2012

PURESSESTEVIA

U.S. Trademark Serial No. 85/601634; Filing Date: April 18, 2012

SWEETNESSE

U.S. Trademark Serial No. 85/601678; Filing Date: April 18, 2012

SWEETNESSESTEVIA

U.S. Trademark Serial No. 85/601673; Filing Date: April 18, 2012

ULTESSESTEVIA

U.S. Trademark Serial No. 85/601650; Filing Date: April 18, 2012

ULTRASWEET

U.S. Trademark Serial No. 85/577359; Filing Date: March 22, 2012

VALUSWEET

U.S. Trademark Serial No. 85/577373; Filing Date: March 22, 2012

**THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY APPLICABLE STATE SECURITIES LAWS, AND NO TRANSFER OR ASSIGNMENT OF THIS NOTE MAY BE MADE IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH LAWS OR THE AVAILABILITY OF AN EXEMPTION FROM REGISTRATION PROVISIONS THEREOF IN RESPECT OF SUCH TRANSFER OR ASSIGNMENT.**

**CONVERTIBLE PROMISSORY NOTE**

US \$2,500,000

16 April, 2014

1. Promise to Repay. SGF Holdings LLC, a Washington limited liability company (the "**Borrower**"), promises to pay to New Zealand Health Association Ltd., a New Zealand limited company (the "**Lender**"), or its registered assigns, the principal sum of Two Million Five Hundred Thousand U.S. Dollars (US \$2,500,000) together with interest thereon at the rate hereinafter specified and any and all other sums which may be due and owing to the Lender in accordance with the terms contained herein as repayment of this Convertible Promissory Note (this "**Note**").

2. Interest. Interest on this Note shall accrue from the date hereof at a rate per annum equal to six and one quarter percent (6.25%) calculated daily, compounding quarterly, subject to adjustment as set forth in Section 6 hereof. Notwithstanding any other provision contained in this Note, the maximum rate of interest hereunder at any time shall not exceed the maximum rate then permitted by law. Interest on the principal amount of this Note shall be calculated on the basis of a 365 day per year factor applied to the actual days on which there exists an unpaid principal balance due under this Note.

3. Principal and Interest Payments. Subject to Section 6 hereof, payments of principal and interest on this Note shall be amortized over a ten (10) year period beginning as of the date hereof (the "**Term**") and shall be made in equal installments on a quarterly basis on the last day of each June, September, December and March, with the first payment due on June 30, 2014. All payments made hereunder shall be applied: (a) first to any collection costs pursuant to Section 13 hereof; (b) second to the interest due and unpaid under this Note; and (c) thereafter, to any principal owing under this Note. Payments of interest must be made in such coin or currency of the United States of America as at the time of payment is legal tender of the payment of public and private debts. Payments received after 2:00 p.m. New York, New York time will be treated as being received on the next banking day. If any interest is paid on this Note that is deemed to exceed the then legal maximum rate, that portion of the interest payment representing an amount in excess of the then legal maximum rate will be deemed a payment of principal and applied to the principal balance of this Note.

4. Prepayment. The Borrower may prepay this Note, together with all then unpaid and accrued interest, in whole or in part, at any time or from time to time, without penalty or additional interest.

5. Conversion.

(a) At any time after the third anniversary of the date hereof, the Lender, at its sole election, may automatically convert (the "**Conversion**") all or a portion of the unpaid principal balance of this Note plus all accrued interest, in whole or in part, into common units of equity interest of the Borrower (the "**Conversion Securities**"). The price per unit of the Conversion Securities issued in the Conversion shall be Two Thousand Three Hundred U.S. Dollars (US \$2,300) (the "**Conversion Price**"), subject to adjustment as set forth in Section 6(d) hereof.

(b) If the Lender undertakes the Conversion, the Lender shall notify the Borrower of the Conversion in writing (the "**Conversion Notice**"), which writing shall include the outstanding principal balance of the Note plus all accrued interest up to, but not including, the Note Conversion Date (as defined below) to be converted. The effective date of the Conversion shall be the date of the Conversion Notice (the "**Note Conversion Date**"). Any amounts so converted shall reduce on a dollar for dollar basis the outstanding principal balance and accrued interest, if any, of this Note.

(c) On full Conversion of the Note, the Lender shall surrender and cancel this Note at the Borrower's principal executive office, or, if this Note has been lost, stolen, destroyed or mutilated, then, in the case of loss, theft or destruction, the Lender shall deliver an indemnity agreement or, in the case of mutilation, Lender shall surrender and cancel this Note. Any fractional units to be issued upon the Conversion shall be rounded down to the nearest whole unit, and the Borrower shall pay to the Lender a cash amount equal to such fractional unit. The Borrower warrants that the Conversion Securities will, upon Conversion, be validly issued, fully paid and non-assessable and free from all taxes, liens and charges in respect of the issuance thereof.

6. Deferred Payments; Adjustments to Interest Rate, Payments and Conversion Price.

(a) Optional Deferral Election. For each of the first three (3) years of the Term (the "**Deferral Election Period**"), the Borrower, at its option, may elect to defer any required payments of principal and/or interest for such year (each such election, a "**Deferral Election**"), after which: (i) no such payments shall be required to be made during such year and (ii) interest shall accrue as set forth in Section 6(b) hereof. In order for a Deferral Election to be effective for a given year, the Borrower must provide written notice of such Deferral Election to the Lender no later than (x) ten (10) days after the date hereof, if the Deferral Election is for the first year of the Term, (y) ten (10) days prior to the beginning of such year, if the Deferral Election is for the second or third year of the Term, or (z) such other date as the parties may from time to time agree in writing. Each one (1) year period during the Deferral Election Period as to which the Borrower has properly made a Deferral Election is referred to herein as a "**Deferral Year**".

(b) Adjustments to Interest Rate During Deferral Year. During a Deferral Year, interest on this Note shall accrue from the first day of such Deferral Year at a rate per annum equal to two percent (2%) calculated daily, compounding quarterly, until the last day of such Deferral Year. All interest accrued and unpaid during a Deferral Year shall be added to the

unpaid principal balance of this Note on a quarterly basis on the last day of each June, September, December and March of such Deferral Year.

(c) Adjustments to Interest Rate and Payments After Deferral Election Period.

(i) If the Borrower makes a Deferral Election for all three years in the Deferral Election Period, then, at the conclusion of the Deferral Election Period: (A) interest on this Note shall accrue at a rate per annum equal to two percent (2%) calculated daily, payments of which shall be due and payable on the last day of each June, September, December and March, with the first payment due on June 30, 2017, and (B) no payment of principal shall be due until the tenth (10th) anniversary of the date of this Note, upon which the principal balance of this Note, together with all then unpaid and accrued interest, shall be due and payable in full.

(ii) If the Borrower makes a Deferral Election for fewer than three years in the Deferral Election Period, then, at the conclusion of the Deferral Election Period: (A) interest on this Note shall accrue as set forth in Section 2 hereof, and (B) payments on this Note shall be amortized over a seven (7) year period beginning as of the third anniversary of the date of this Note and shall be made in equal installments on a quarterly basis on the last day of each June, September, December and March, with the first payment due on June 30, 2017.

(d) Adjustments to Conversion Rate. The Conversion Price shall be reduced by Two Hundred Thirty U.S. Dollars (\$230) for each Deferral Election by the Borrower. For the avoidance of doubt, in no event shall the Conversion Price be less than One Thousand Six Hundred Ten U.S. Dollars (\$1,610).

7. Affirmative Covenants. Until all amounts outstanding in this Note have been paid in full, the Borrower shall:

(a) (i) preserve, renew and maintain in full force and effect its corporate or organizational existence and (ii) take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business, except, in each case, where the failure to do so would not reasonably be expected to have a Material Adverse Effect (defined herein);

(b) comply with (i) all of the terms and provisions of its organizational documents; (ii) its obligations under its material contracts and agreements; and (iii) all laws and orders, judgments or decrees of any court or governmental authority applicable to the Borrower and its business, except where the failure to do so would not reasonably be expected to have a Material Adverse Effect;

(c) pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all its material obligations of whatever nature, except where the amount or validity thereof is currently being contested in good faith by appropriate proceedings, and reserves in conformity with GAAP (defined herein) with respect thereto have been provided on its books; and

(d) as soon as possible and in any event within two (2) business days after it becomes aware that an Event of Default (defined herein) has occurred, notify the Lender in

writing of the nature and extent of such Event of Default and the action, if any, it has taken or proposes to take with respect to such Event of Default.

For purposes of this Note:

**"GAAP"** means generally accepted accounting principles in the United States of America as in effect from time to time.

**"Material Adverse Effect"** means a material adverse effect on (i) the business, assets, properties, liabilities (actual or contingent), operations or condition (financial or otherwise) of the Borrower; (ii) the validity or enforceability of the Note; (iii) the rights or remedies of the Lender hereunder; or (iv) the Borrower's ability to perform any of its material payment obligations hereunder.

8. Negative Covenants. Until all amounts outstanding under this Note have been paid in full, the Borrower shall not, without the prior written consent of the Lender:

(a) incur, create or assume any Debt (defined herein) ranking senior in right of payment to the Debt existing or arising under this Note and any refinancing thereof; or

(b) sell or issue any equity securities of the Borrower or its subsidiaries, other than pursuant to the Borrower's Equity Compensation Plan.

For purposes of this Note:

**"Debt"** of the Borrower means all (i) indebtedness for borrowed money; (ii) obligations for the deferred purchase price of property or services, except trade payables arising in the ordinary course of business; (iii) obligations evidenced by notes, bonds, debentures or other similar instruments; (iv) obligations as lessee under capital leases; (v) obligations in respect of any interest rate swaps, currency exchange agreements, commodity swaps, caps, collar agreements or similar arrangements entered into by the Borrower providing for protection against fluctuations in interest rates, currency exchange rates or commodity prices or the exchange of nominal interest obligations, either generally or under specific contingencies; (vi) obligations under acceptance facilities and letters of credit; (vii) guaranties, endorsements (other than for collection or deposit in the ordinary course of business), and other contingent obligations to purchase, to provide funds for payment, to supply funds to invest in any person, or otherwise to assure a creditor against loss, in each case, in respect of indebtedness set out in clauses (i) through (vi) of a person other than the Borrower; and (viii) indebtedness set out in clauses (i) through (vii) of any person other than Borrower secured by any lien on any asset of the Borrower, whether or not such indebtedness has been assumed by the Borrower.

9. Automatic Acceleration Upon Reduction In Denominational Ownership. This Note shall accelerate and all principal and unpaid accrued interest shall become immediately due and payable at the option of the Lender if fewer than 75.01% of the outstanding equity interests of the Borrower are owned, in the aggregate, by an entity or entities affiliated with or controlled by the Seventh-day Adventist denomination (**"Denominational Ownership Reduction Event"**). The Lender shall have all rights and remedies available to it under this Note and otherwise at law and in equity should the Lender choose to exercise its acceleration rights under this Section 9

upon the occurrence of a Denominational Ownership Reduction Event. The parties agree and acknowledge that a Denominational Ownership Reduction Event shall constitute and "Event of Default" hereunder.

10. Default and Remedies. If there shall be any Event of Default hereunder (as defined below), at the option of the Lender and upon written notice to the Borrower (which election and notice shall not be required in the case of an Event of Default under Section 10(b), (c), (d) or (e) hereof), (i) this Note shall accelerate and all principal and unpaid accrued interest shall become immediately due and payable and (ii) the Lender may exercise any or all of its rights, powers or remedies under applicable law. The occurrence of any one or more of the following shall constitute an "Event of Default":

(a) the Borrower fails to make any required payment of principal and/or interest or any other sum due hereunder, which failure continues for a period of ten (10) days after the date such payment is due;

(b) the Borrower fails to observe or perform (i) any covenant, condition or agreement contained in Section 7(d) hereof or (ii) any other covenant, obligation, condition or agreement contained in this Note other than those specified in Section 10(a) hereof and clause (i) of this Section 10(b) and such failure continues for thirty (30) days or more;

(c) the Borrower fails to pay when due any of its Debt (other than Debt arising under this Note) or any interest or premium thereon when due (whether by scheduled maturity, acceleration, demand or otherwise) and such failure continues after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt;

(d) the Borrower files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any assignment for the benefit of creditors or takes any limited liability company action in furtherance of any of the foregoing; or

(e) an involuntary petition is filed against the Borrower (unless such petition is dismissed or discharged within sixty (60) days) under any bankruptcy statute now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of the Borrower.

11. Default Interest Rate. Upon the occurrence of an Event of Default and thereafter until all amounts hereunder have been paid in full, the interest rate applicable to the then outstanding balance due under this Note shall be increased by an additional two percent (2%) per annum until such Event of Default is cured (the "Default Interest Rate").

12. Confession of Judgment. Upon the occurrence of any Event of Default hereunder, the Borrower authorizes any attorney admitted to practice before any court of record in the United States to appear on behalf of the Borrower as its attorney-in-fact in any court having jurisdiction in one or more proceedings, or before any clerk thereof or prothonotary or other court official, and to CONFESS JUDGMENT AGAINST THE BORROWER, WITHOUT PRIOR NOTICE OR OPPORTUNITY OF THE BORROWER FOR PRIOR HEARING, in



favor of the Lender for the full amount due on this Note (including the outstanding principal amount, accrued interest and any and all other costs, fees, expenses and late charges) plus court costs and actual attorneys' fees. The Borrower hereby ratifies and confirms the acts of said attorney-in-fact as if done by the Borrower. The Borrower expressly waives the benefit of any and every statute, ordinance or rule of court which may be lawfully waived conferring upon the Borrower any right or privilege of exemption, homestead rights, appeal, stay of execution or supplementary proceedings, inquisition, extension upon any levy on real estate or personal property, and any other relief from the enforcement or immediate enforcement of a judgment or related proceedings on a judgment. The authority and power to appear for and enter judgment against the Borrower shall not be exhausted by one or more exercises thereof, or by any imperfect exercise thereof, and shall not be extinguished by any judgment entered pursuant thereto; such authority and power may be exercised on one or more occasions, from time to time, in the same or different jurisdictions, as often as the Lender shall deem necessary or advisable, for all of which this Note shall be sufficient authority.

13. Costs of Collection. If at any time the indebtedness evidenced by this Note is collected through legal proceedings or this Note is placed in the hands of an attorney or attorneys for collection, the Borrower hereby agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by the Lender in collecting or attempting to collect such indebtedness. Any such amounts not paid within ten (10) days after demand shall accrue interest at the Default Interest Rate.

14. Governing Law. This Note shall be governed by and construed in accordance with the laws of Delaware (without giving effect to principles of conflicts of laws of Delaware or any other state). The Borrower hereby irrevocably submits to the exclusive jurisdiction of the state courts of Delaware or the federal courts in Delaware for purposes of any controversy, claim or dispute arising out of or related to this Note and hereby waives any defense of an inconvenient forum and any right of jurisdiction on account of the place of residence or domicile. THE BORROWER HEREBY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO SUCH MATTERS.

15. Successors and Assigns. The Borrower may not assign or transfer this Note or any of its rights hereunder without the prior written consent of the Lender. This Note shall inure to the benefit of, and be binding upon, the parties and their permitted assigns.

16. No Waiver. The delay or failure of Lender to exercise its rights hereunder shall not be deemed a waiver thereof. No waiver of any rights of the Lender shall be effective unless in writing and signed by the Lender and any waiver of any right shall not apply to any other right or to such right in any subsequent event or circumstance not specifically included in such waiver.

17. Notices. Any notices or other communication required hereunder shall be deemed properly given if delivered in person or if mailed by registered or certified mail, postage prepaid, return receipt requested to the parties at the following addresses:

if to the Borrower, to:

SGF Holdings LLC  
11 Bellwether Way, Suite 305  
Bellingham, Washington 98225, United States  
Attention: Chief Executive Officer  
Facsimile No: +1 360 483 4554

if to Lender, to:

New Zealand Health Association Ltd.  
124 Pah Road  
Royal Oak, Auckland, New Zealand  
Attention: Kevin Jackson  
Facsimile No: +64 9 624 3444


with a copy to:

Venable LLP  
575 7th Street, NW  
Washington, DC 20004  
Attention: Ted L. Ramirez, Esq.  
Facsimile: +1 (202) 344-4622  
+1 (202) 344-8300

*[Signature page follows]*

**IN WITNESS WHEREOF**, the Borrower has caused this Note to be executed on its behalf by its duly authorized officer as of the day and year first above written.

**SGF HOLDINGS LLC,**  
a Washington limited liability company

By:   
Name: D. Francis  
Title: CEO

[SIGNATURE PAGE TO CONVERTIBLE PROMISSORY NOTE]

## SECURED PROMISSORY NOTE

\$200,000

28 July, 2014

**FOR VALUE RECEIVED**, SGF HOLDINGS LLC, a Washington limited liability company ("Maker"), hereby promises to pay to the order of **New Zealand Health Association Ltd** ("Payee"), at such place as Payee may from time to time designate in writing, the principal sum of **Two Hundred Thousand Dollars (US\$200,000)** (the "Principal Amount") in accordance with the terms set forth in this Secured Promissory Note (this "Note");

1. **Interest.** Interest shall accrue from the date of this Note on the principal balance outstanding from time to time at a fixed rate of interest equal to **Five Percent (5%)**, calculated daily, compounding monthly, and shall be added to the principal balance of this Note.

3. **Repayment.** The entire unpaid principal balance of this Note, together with all accrued but unpaid interest thereon and all other charges provided for herein, shall be due and payable in full on **26 November, 2014** (the "Maturity Date"), unless Payee agrees in writing to extend the Maturity Date. All payments under this Note shall be paid in lawful money of the United States of America.

4. **Application of Payments.** All payments made hereunder shall be applied first to late penalties or other sums owing to Payee, then to accrued interest, and last to the repayment of any remaining balance of this Note.

5. **Security.**

(a) As security for the prompt and full performance of Maker's obligations under this Note, Maker hereby grants to Payee a security interest in all of the assets of Maker, including, without limitation, all of Maker's Intellectual Property (defined herein), personal property, whether now owned or hereafter acquired, including, without limitation, goods, accounts, deposit accounts, investment property, instruments, chattel paper, documents, letters of credit rights, commercial tort claims, and general intangibles, and any and all proceeds and products of the foregoing, as such terms are defined under the Uniform Commercial Code (the "Collateral"). Maker agrees that, with respect to the Collateral, Payee shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Washington, as well as those provided in this Note. Maker covenants and agrees to execute and deliver in recordable form such financing statements and other instruments and filings as are necessary to perfect such security interest in the Collateral. Maker hereby authorizes Payee to execute and file any such financing statements or continuation statements on behalf of Maker and/or without the signature of Maker to the extent permitted by law. Payee is hereby appointed the attorney-in-fact of Maker, which appointment as attorney-in-fact is irrevocable and coupled with an interest, for the purpose of perfecting its security interest

in the Collateral and for the purposes of exercising its right as a secured creditor and taking any action and executing any instruments and/or documents which Payee may deem necessary or advisable to accomplish the purposes hereof. Payee acknowledges that this security interest in the Collateral applies only to the amounts due under this Note and not to any other obligations owed by Maker to Payee. In addition, Payee will execute and deliver in reasonable form any Uniform Commercial Code termination statements or other documents to effect the termination of this security interest as soon as this Note has been paid in full.

(b) For purposes of this Note, "Intellectual Property" shall mean shall mean, collectively, all of the Maker's now owned and hereafter acquired intellectual property, including, without limitation, the following: (i) all patents (including all rights corresponding thereto throughout the world, and all improvements thereon); (ii) all trademarks (including service marks, trade names and trade secrets, and all goodwill associated therewith); (iii) all copyrights (including all renewals, extensions and continuations thereof); (iv) all applications for patents, trademarks or copyrights and all applications otherwise relating in any way to the subject matter of such patents, copyrights and trademarks; (v) all patents, copyrights, trademarks or applications therefor arising after the date of this Note; (vi) all reissues, continuations, continuations-in-part and divisions of the property described in the preceding clauses (i), (ii), (iii), (iv) and (v), including, without limitation, any claims by the Maker against third parties for infringement thereof; and (vii) all rights to sue for past, present and future infringements or violations of any such patents, trademarks and copyrights.

6. **Prepayments.** This Note may be prepaid in whole (at any time) or in part (from time to time) without premium or penalty.

7. **Representations and Warranties.** To induce the Payee to enter into the transactions contemplated by this Note, the Maker represents and warrants to the Payee as follows (which representations and warranties shall survive the execution and delivery of this Note):

(a) **Title to Collateral; Priority of Security Interest.** Other than with respect to the obligations set forth on Schedule 6(a) hereto (the "Permitted Liens"), the Maker has full, complete, indefeasible and marketable title to all of the Collateral absolutely free and clear of any claims, defects, liens, security interests, pledges, title retention agreements or other encumbrances. Other than with respect to the Permitted Liens, no financing statement that names Maker as a debtor or which lists any of the Collateral as collateral (other than those which name the Payee as the secured party) has been filed in any place, and the Maker has not signed any financing statement or any security agreement authorizing any other secured party other than the Payee to file any such financing statement.

(b) **Other Names.** Except in connection with the Maker's name change from Sweet Green Fields, LLC, a Washington limited liability company, to SGF Holdings LLC, a Washington limited liability company, the Maker has not changed its

name or used any other name or any trade name within the five (5) year period immediately preceding the date of this Note, except as disclosed to the Payee.

(c) Location of Goods and Inventory. As of the date of this Note, all of the goods and inventory of the Maker are located only at the real property or leased locations identified on Schedule 6(c) hereto, and none of the goods or inventory is stored with, nor in the possession of, any bailee, warehouseman, subcontractor, or other similar individual or entity except as noted on Schedule 6(c) hereto.

(d) Intellectual Property. Except as set forth on Schedule 6(d) hereto, as of the date of this Note, the Maker has no Intellectual Property and the Maker has no patents or trademarks issued by, or the subject of pending applications in, the United States Patent and Trademark Office or any similar office or agency in the United States or any other country. The Maker has not abandoned any pending patent or trademark application material to its business.

(e) Business Purpose. This Note evidences a loan made to Maker for the purpose of carrying on a business or commercial enterprise within the laws of the State of Washington.

(f) Compliance with Laws; Permits. The Maker is in compliance with all applicable laws, statutes, regulations and ordinances relating to the operation of its business and the maintenance and operation of its properties and assets. The Maker holds and is in compliance with all permits, licenses, bonds, approvals, certificates, registrations, accreditations and other authorizations of all foreign, federal, state and local governmental agencies required for the conduct of its business and the ownership of its properties (collectively, "Permits"). No suspension, restriction, cancellation or adverse modification of any Permits is pending or threatened, and no written notices have been received by the Company alleging the failure to hold any Permits

8. Covenants. Until this Note is repaid in full, the Maker covenants and agrees with the Payee as follows:

(a) Distributions. Except for those distributions Maker is required to make to its members with respect to their tax obligations, Maker shall not distribute any funds to the members of Maker.

(b) Liens, Claims and Attachments. Other than with respect to the Permitted Liens, the Maker shall maintain the Collateral free from all claims, liens, encumbrances and legal processes, and the Maker shall promptly notify the Payee after receipt of notice of any lien, attachment or judicial proceeding affecting any material item of the Collateral in whole or in part.

(c) Payment of Taxes, Assessments and Fees. The Maker shall pay all taxes, assessments and fees relating to the ownership or use of the Collateral or

any portion thereof as and when the same shall be due and payable except for any of the foregoing contested in good faith and subject to appropriate reserves.

(d) Intellectual Property.

(i) Except in the ordinary course of its business, the Maker will not transfer or grant an exclusive or non-exclusive license relating to, or otherwise dispose of any of its Intellectual Property without the prior written consent of the Payee, which may be withheld by the Payee for any reason whatsoever in its sole discretion.

(ii) The Maker shall not file any application for the issuance of a patent or trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any other country, unless the Maker has notified the Payee in writing of such action and, upon request of the Payee, the Maker shall execute and deliver to the Payee any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by the Payee to effect an assignment of such application to the Payee.

(iii) The Maker will not do any act, nor omit to do any act, whereby any such patents or trademarks, once granted and which remain useful, in any respect, to the Maker's business, may become abandoned or unenforceable, and the Maker shall notify the Payee immediately if it knows or has reason to know of any reason why any application, material to its business, may become abandoned, invalidated or the subject of any suit.

(iv) The Maker will render any assistance reasonably necessary to the Payee without cost in any proceeding before the United States Patent and Trademark Office or any similar office or agency in the United States or any other country to maintain each application, material to the business, for any patents, copyrights, trademarks or other Intellectual Property, including, without limitation, the filing of all renewals and the payment of all annuities.

(e) Name of Business. The Maker shall not conduct business under any other name nor change or reorganize the type of business entity under which it does business except upon prior written approval of the Payee not to be unreasonably withheld. If such approval is given, the Maker guarantees that all documents, instruments and agreements reasonably requested by the Payee shall be prepared and filed at the Maker's expense before such change of name or business entity occurs.

(f) Conduct of Business. The Maker will carry on its business in a manner consistent in all respects with the ordinary course and within the terms, covenants, representations and warranties herein, and will take all commercially reasonable steps to preserve its business intact, and maintain the value of Maker as a going concern.

9. **Default.** Each of the following shall constitute an event of default under this Note (a "Default Event"):

- (a) Maker fails to pay any installment of principal or accrued interest due hereunder when due and payable, and such payment remains unpaid for a period of seven (7) days thereafter;
- (b) the failure of the Maker to keep, observe, duly perform or comply with any term, covenant or condition contained in this Note and such failure is not cured or discharged within seven (7) days following written notice from the Payee of such failure;
- (c) any representation or warranty contained herein is found to have been false or misleading in any material respect when made;
- (d) the making of an assignment for the benefit of the Maker's creditors;
- (e) the dissolution of the Maker;
- (f) the merger, consolidation, incorporation, reorganization, recapitalization, or other readjustment of the Maker;
- (g) a receiver is appointed for Maker and is not discharged within thirty (30) days after such appointment;
- (h) upon the filing of a petition in bankruptcy by Maker or against Maker (in the latter case, if not dismissed within ninety (90) days after such filing);
- (i) Maker ceases or threatens to cease carrying on a substantial part of its business;
- (j) any other indebtedness of Maker in respect of borrowed money or credit accommodation is (A) not paid when due; or (B) becomes due and payable before its normal maturity by reason of a default or event of default, however described; and
- (k) Maker breaches or threatens to breach any material agreement (as determined by Payee) to which Maker is a party.

Upon the occurrence of any Default Event, and after providing seven (7) days notice and an opportunity to cure, Payee may, declare the unpaid amount hereof to be immediately due and payable and/or exercise any and all of Payee's rights or remedies available under applicable law.



10. **Default Interest Rate.** Upon the occurrence of an Default Event and thereafter until all amounts hereunder have been paid in full, the interest rate applicable to the then outstanding balance due under this Note shall be increased by an additional two percent (2%) per annum until such Default Event is cured (the "Default Interest Rate").

11. **Costs of Collection.** Maker promises to pay to Payee on demand by Payee all costs and expenses incurred by Payee in connection with the collection and enforcement of this Note following the occurrence of an Default Event, including, without limitation, attorneys' fees and expenses and court costs. Any such amounts not paid within ten (10) days after demand shall bear and accrue interest at the Default Interest Rate.

12. **Failure to Exercise Rights.** Any failure by Payee to exercise any right or remedy upon the occurrence of an Default Event shall not constitute a waiver of the right to exercise the same or any other right or remedy at any subsequent time in respect to the same or any other Default Event, and no single partial exercise of any right or remedy shall preclude other or further exercise of the same or any other right or remedy. Payee shall have no duty to exercise any or all of the rights and remedies herein provided or contemplated. The acceptance by Payee of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing rights or remedies at that time or at any subsequent time.

13. **Waiver of Protest.** Maker hereby waives presentment, protest and demand, notice of protest, and notice of dishonor, demand and nonpayment, and agrees that any payment due hereunder may be extended from time to time without in any way affecting the liability of Maker under this Note.

14. **Applicable Law.** This Note shall be governed by, and construed in accordance with, the laws of the State of Washington, without regard to principles of conflicts of law.

15. **Amendments; Waiver.** No amendment, supplement, modification, waiver or termination of this Note shall be binding unless executed in writing by each of Maker and Payee, or in the case of a waiver, by the party for whom such benefit was intended.

16. **Notice.** All notices and communications pursuant to this Agreement shall be in writing and shall be deemed properly given, delivered and effective when received if (i) personally delivered, or (ii) sent by other delivery service providing evidence of delivery, to the following:

If to Payee, to:

NEW ZEALAND HEALTH ASSOCIATION LTD  
124 Pah Road,  
Royal Oak, Auckland, New Zealand

If to Maker, to:

SGF HOLDINGS LLC  
11 Bellwether Way, Suite 305  
Bellingham, Washington 9822

or to such other address as Maker or Payee provides (in accordance herewith) to the other from time to time.

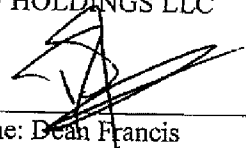
17. Successors and Assigns. This Note shall be binding upon Maker and its successors and assigns.

\* \* \* SIGNATURE PAGE FOLLOWS \* \* \*

**IN WITNESS WHEREOF**, Maker has caused this Secured Promissory Note to be executed under seal by its duly authorized officer, as of the date first written above.

**MAKER:**

SGF HOLDINGS LLC

By:  (SEAL)  
Name: Dean Francis  
Title: Chief Executive Officer

SIGNATURE PAGE TO SECURED PROMISSORY NOTE]

## **SCHEDULE 6(a)**

### **Permitted Liens**

Liens securing Maker's obligations under:

(i) that certain Convertible Note, dated 18 February 2013, in the original principal amount of \$2,264,750.34, made by Maker in favor of New Zealand Health Association Ltd.;

(ii) that certain Convertible Note, dated 18 February 2013, in the original principal amount of \$8,246,769.66, made by Maker in favor of Global Health & Wellness Trustee Ltd ;

(iii) any other debt instrument made by Maker in favor of any entity affiliated with or controlled by the Seventh-day Adventist denomination.

**SCHEDULE 6(c)**

**Location of Goods and Inventory**

11 Bellwether Way, Suite 305, Bellingham, WA 98225, USA

United Warehouse - 19005 64th Avenue S, Kent, WA 98032, USA

Central States Distribution Service - 3401 Lynch Creek Drive, Danville, IL 61834

Kanban Logistics, 1114 Kingsboro Rd. Rocky Mount, NC 27801

Horner International, 3427 Industrial Drive Durham, NC 27704

# SCHEDULE 6(d)

## Intellectual Property

### PATENT APPLICATIONS ENTITLED "HIGH YIELD METHOD OF PRODUCING PURE REBAUDIOSIDE A"

Case Number	Country	Title / Client Name, Client Case #	Status, Filing Date, App. Serial No. Pub. No. & Date	Pat/Reg No., Issue/Reg Date
SGF.REBA.AU.03 Priority Case: SAF-REBA-03P	Australia	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) AJP 558219	Issued Filed: 5/16/2007 Serial #: 2005295234	Issued: 7/5/2012 Pat. #: 2005295234 Expires: 10/18/2025
SGF.REBA.AU.03D1 Priority Case: SAF-REBA-03P	Australia	Title: Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) AJP 640483	Issued Filed: 8/30/2011 Serial #: 2011218644	Issued: 6/6/2013 Pat. #: 2011218644 Expires: 10/18/2025
SGF.REBA.BR.03 Priority Case: SAF-REBA-03P	Brazil	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CMxxx	Pending Filed: 10/18/2005 Serial #: P10516927-5	
SGF.REBA.CA.03 Priority Case: SAF-REBA-03P	Canada	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) P19907	Issued Filed: 4/11/2007 Serial #: 2583909	Issued: 10/1/2013 Pat. #: 2583909 Expires: 10/18/2025
SGF.REBA.CL.03 Priority Case: SAF-REBA-03P	Chile	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CMxxx	Pending Filed: No Date Serial #: 1092-2007	
SGF.REBA.CN.03 Priority Case: SAF-REBA-03P	China	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) PN 053866	Issued Filed: 10/18/2005 Serial #: 200580035685.2	Issued: 1/4/2012 Pat. #: 889574 Expires: 10/18/2025
SGF.REBA.CN.03D1 Priority Case: SAF-REBA-03P	China	Title: CN Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) PN 112076	Pending Filed: 7/26/2011 Serial #: 201110212618.0	
SGF.REBA.EP.03 Priority Case: SAF-REBA-03P	Europe	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) EP76620IFZTRiro	Pending Filed: 10/18/2005 Serial #: 05810517.2	
SGF.REBA.EP.03D1 Priority Case: SAF-REBA-03P	Europe	Title: Pure and Substantially Pure Rebaudioside A SGF Holdings LLC(SGF) EP76620IFZTRiro	Pending Filed: 10/14/2011 Serial #: 11.185.279.4	
SGF.REBA.IN.03 Priority Case: SAF-REBA-03P	India	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF)	Pending Filed: 10/18/2005 Serial #: 2149/CHENP/2007	

SGF.REBA.JP.03 Priority Case: SAF-REBA-03P	Japan	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) PA-35356C8	Issued Filed: 10/18/2005 Serial #: 2007- 537037	Issued: 1/18/2013 Pat. #: 5179877 Expires: 10/18/2025
SGF.REBA.JP.03D1 Priority Case: SAF-REBA-03P	Japan	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) PA-40103C8	Pending Filed: 5/14/2012 Serial #: 2012- 111441	
SGF.REBA.MY.03 Priority Case: SAF-REBA-03P	Malaysia	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CG/PAV/8129282/rad	Issued Filed: 4/13/2007 Serial #: PI20070580	Issued: 8/30/2012 Pat. #: MY- 146581-A
SGF.REBA.MY.03D1 Priority Case: SGF.REBA.MY.03	Malaysia	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CG/RAB/ste/8152223	Pending Filed: 4/13/2007 Serial #: PI 2012004944	
SGF.REBA.MX.03 Priority Case: SAF-REBA-03P	Mexico	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) JUO/EDR/MMR	Issued Filed: No Date Serial #: MX/a/2007/004472	Issued: 8/10/2011 Pat. #: 289183 Expires: 10/18/2025
SGF.REBA.MX.03D1 Priority Case: SAF-REBA-03P	Mexico	Title: MX Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) 221770/EPN/ybv	Pending Filed: 7/4/2011 Serial #: MX/a/2011/007208	
SGF.REBA.NZ.03 Priority Case: SAF-REBA-03P	New Zealand	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) AJP.558221	Issued Filed: 5/16/2007 Serial #: 555239	Issued: 9/9/2010 Pat. #: 555239
SGF.REBA.NZ.03D1 Priority Case: SAF-REBA-03P	New Zealand	Title: NZ Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) AJP.618729	Issued Filed: 10/18/2005 Serial #: 583403	Issued: 4/2/2012 Pat. #: 583403
SGF.RA803.US.20 Priority Case: None	US	Title: Rebaudioside A Sweeteners SGF Holdings LLC(SGF)	Pending Filed: 2/18/2013 Serial #: 61/766063	
SGF.REBA.US.03 Priority Case: None	US	Title: High yield method of producing pure rebaudioside A SGF Holdings LLC(SGF)	Issued Filed: 10/17/2005 Serial #: 11/252430	Issued: 4/12/2011 Pat. #: 7,923,552
SGF.REBA.US.09 Priority Case: None	US	Title: Pure Rebaudioside A SGF Holdings LLC(SGF)	Pending Filed: 12/16/2010 Serial #: 12/969606 Pub #: US-2011- 0124587-A1 Pub Date: 5/26/2011	

# **PLANT PATENT; STEVIA PLANT NAMED 'T60'**

Publication # USPP22593 P3, Publication type – Grant, Publication date - 20 Mar 2012,  
Priority date - 28 Apr 2010  
United States. Application Serial No. 12/799,668

# **USA TRADEMARKS;**

Mark	Registration # or Serial #	Comments
SWEET GREEN FIELDS	3876298	U.S. Trademark Registration
GREENESSE STEVIA	85601643	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
PURESSE STEVIA	85601634	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
ALTESSE STEVIA	85601693	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
OPTESSE	85601689	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
OPTESSE STEVIA	85601682	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
SWEETNESSE STEVIA	85601673	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
NATROSE FLAVOR	86255145	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
INTESSE	86312727	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages



## SECURED PROMISSORY NOTE

\$500,000

7 October, 2014

FOR VALUE RECEIVED, SGF HOLDINGS LLC, a Washington limited liability company ("Maker"), hereby promises to pay to the order of New Zealand Health Association Ltd ("Payee"), at such place as Payee may from time to time designate in writing, the principal sum of **Five Hundred Thousand Dollars (US\$500,000)** (the "Principal Amount") in accordance with the terms set forth in this Secured Promissory Note (this "Note"):

1. Interest. Interest shall accrue from the date of this Note on the principal balance outstanding from time to time at a fixed rate of interest equal to **Five Percent (5%)**, calculated daily, compounding monthly, and shall be added to the principal balance of this Note.

3. Repayment. The entire unpaid principal balance of this Note, together with all accrued but unpaid interest thereon and all other charges provided for herein, shall be due and payable in full on **1 July, 2016** (the "Maturity Date"), unless Payee agrees in writing to extend the Maturity Date. All payments under this Note shall be paid in lawful money of the United States of America.

4. Application of Payments. All payments made hereunder shall be applied first to late penalties or other sums owing to Payee, then to accrued interest, and last to the repayment of any remaining balance of this Note.

5. Security.

(a) As security for the prompt and full performance of Maker's obligations under this Note, Maker hereby grants to Payee a security interest in all of the assets of Maker, including, without limitation, all of Maker's Intellectual Property (defined herein), personal property, whether now owned or hereafter acquired, including, without limitation, goods, accounts, deposit accounts, investment property, instruments, chattel paper, documents, letters of credit rights, commercial tort claims, and general intangibles, and any and all proceeds and products of the foregoing, as such terms are defined under the Uniform Commercial Code (the "Collateral"). Maker agrees that, with respect to the Collateral, Payee shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Washington, as well as those provided in this Note. Maker covenants and agrees to execute and deliver in recordable form such financing statements and other instruments and filings as are necessary to perfect such security interest in the Collateral. Maker hereby authorizes Payee to execute and file any such financing statements or continuation statements on behalf of Maker and/or without the signature of Maker to the extent permitted by law. Payee is hereby appointed the attorney-in-fact of Maker, which appointment as attorney-in-fact is irrevocable and coupled with an interest, for the purpose of perfecting its security interest

in the Collateral and for the purposes of exercising its right as a secured creditor and taking any action and executing any instruments and/or documents which Payee may deem necessary or advisable to accomplish the purposes hereof. Payee acknowledges that this security interest in the Collateral applies only to the amounts due under this Note and not to any other obligations owed by Maker to Payee. In addition, Payee will execute and deliver in reasonable form any Uniform Commercial Code termination statements or other documents to effect the termination of this security interest as soon as this Note has been paid in full.

(b) For purposes of this Note, "Intellectual Property" shall mean shall mean, collectively, all of the Maker's now owned and hereafter acquired intellectual property, including, without limitation, the following: (i) all patents (including all rights corresponding thereto throughout the world, and all improvements thereon); (ii) all trademarks (including service marks, trade names and trade secrets, and all goodwill associated therewith); (iii) all copyrights (including all renewals, extensions and continuations thereof); (iv) all applications for patents, trademarks or copyrights and all applications otherwise relating in any way to the subject matter of such patents, copyrights and trademarks; (v) all patents, copyrights, trademarks or applications therefor arising after the date of this Note; (vi) all reissues, continuations, continuations-in-part and divisions of the property described in the preceding clauses (i), (ii), (iii), (iv) and (v), including, without limitation, any claims by the Maker against third parties for infringement thereof; and (vii) all rights to sue for past, present and future infringements or violations of any such patents, trademarks and copyrights.

6. Prepayments. This Note may be prepaid in whole (at any time) or in part (from time to time) without premium or penalty.

7. Representations and Warranties. To induce the Payee to enter into the transactions contemplated by this Note, the Maker represents and warrants to the Payee as follows (which representations and warranties shall survive the execution and delivery of this Note):

(a) Title to Collateral; Priority of Security Interest. Other than with respect to the obligations set forth on Schedule 6(a) hereto (the "Permitted Liens"), the Maker has full, complete, indefeasible and marketable title to all of the Collateral absolutely free and clear of any claims, defects, liens, security interests, pledges, title retention agreements or other encumbrances. Other than with respect to the Permitted Liens, no financing statement that names Maker as a debtor or which lists any of the Collateral as collateral (other than those which name the Payee as the secured party) has been filed in any place, and the Maker has not signed any financing statement or any security agreement authorizing any other secured party other than the Payee to file any such financing statement.

(b) Other Names. Except in connection with the Maker's name change from Sweet Green Fields, LLC, a Washington limited liability company, to SGF Holdings LLC, a Washington limited liability company, the Maker has not changed its

name or used any other name or any trade name within the five (5) year period immediately preceding the date of this Note, except as disclosed to the Payee.

(c) Location of Goods and Inventory. As of the date of this Note, all of the goods and inventory of the Maker are located only at the real property or leased locations identified on Schedule 6(c) hereto, and none of the goods or inventory is stored with, nor in the possession of, any bailee, warehouseman, subcontractor, or other similar individual or entity except as noted on Schedule 6(c) hereto.

(d) Intellectual Property. Except as set forth on Schedule 6(d) hereto, as of the date of this Note, the Maker has no Intellectual Property and the Maker has no patents or trademarks issued by, or the subject of pending applications in, the United States Patent and Trademark Office or any similar office or agency in the United States or any other country. The Maker has not abandoned any pending patent or trademark application material to its business.

(e) Business Purpose. This Note evidences a loan made to Maker for the purpose of carrying on a business or commercial enterprise within the laws of the State of Washington.

(f) Compliance with Laws; Permits. The Maker is in compliance with all applicable laws, statutes, regulations and ordinances relating to the operation of its business and the maintenance and operation of its properties and assets. The Maker holds and is in compliance with all permits, licenses, bonds, approvals, certificates, registrations, accreditations and other authorizations of all foreign, federal, state and local governmental agencies required for the conduct of its business and the ownership of its properties (collectively, "Permits"). No suspension, restriction, cancellation or adverse modification of any Permits is pending or threatened, and no written notices have been received by the Company alleging the failure to hold any Permits

8. Covenants. Until this Note is repaid in full, the Maker covenants and agrees with the Payee as follows:

(a) Distributions. Except for those distributions Maker is required to make to its members with respect to their tax obligations, Maker shall not distribute any funds to the members of Maker.

(b) Liens, Claims and Attachments. Other than with respect to the Permitted Liens, the Maker shall maintain the Collateral free from all claims, liens, encumbrances and legal processes, and the Maker shall promptly notify the Payee after receipt of notice of any lien, attachment or judicial proceeding affecting any material item of the Collateral in whole or in part.

(c) Payment of Taxes, Assessments and Fees. The Maker shall pay all taxes, assessments and fees relating to the ownership or use of the Collateral or

any portion thereof as and when the same shall be due and payable except for any of the foregoing contested in good faith and subject to appropriate reserves.

(d) Intellectual Property.

(i) Except in the ordinary course of its business, the Maker will not transfer or grant an exclusive or non-exclusive license relating to, or otherwise dispose of any of its Intellectual Property without the prior written consent of the Payee, which may be withheld by the Payee for any reason whatsoever in its sole discretion.

(ii) The Maker shall not file any application for the issuance of a patent or trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any other country, unless the Maker has notified the Payee in writing of such action and, upon request of the Payee, the Maker shall execute and deliver to the Payee any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by the Payee to effect an assignment of such application to the Payee.

(iii) The Maker will not do any act, nor omit to do any act, whereby any such patents or trademarks, once granted and which remain useful, in any respect, to the Maker's business, may become abandoned or unenforceable, and the Maker shall notify the Payee immediately if it knows or has reason to know of any reason why any application, material to its business, may become abandoned, invalidated or the subject of any suit.

(iv) The Maker will render any assistance reasonably necessary to the Payee without cost in any proceeding before the United States Patent and Trademark Office or any similar office or agency in the United States or any other country to maintain each application, material to the business, for any patents, copyrights, trademarks or other Intellectual Property, including, without limitation, the filing of all renewals and the payment of all annuities.

(e) Name of Business. The Maker shall not conduct business under any other name nor change or reorganize the type of business entity under which it does business except upon prior written approval of the Payee not to be unreasonably withheld. If such approval is given, the Maker guarantees that all documents, instruments and agreements reasonably requested by the Payee shall be prepared and filed at the Maker's expense before such change of name or business entity occurs.

(f) Conduct of Business. The Maker will carry on its business in a manner consistent in all respects with the ordinary course and within the terms, covenants, representations and warranties herein, and will take all commercially reasonable steps to preserve its business intact, and maintain the value of Maker as a going concern.

9. **Default.** Each of the following shall constitute an event of default under this Note (a "Default Event"):

(a) Maker fails to pay any installment of principal or accrued interest due hereunder when due and payable, and such payment remains unpaid for a period of seven (7) days thereafter;

(b) the failure of the Maker to keep, observe, duly perform or comply with any term, covenant or condition contained in this Note and such failure is not cured or discharged within seven (7) days following written notice from the Payee of such failure;

(c) any representation or warranty contained herein is found to have been false or misleading in any material respect when made;

(d) the making of an assignment for the benefit of the Maker's creditors;

(e) the dissolution of the Maker;

(f) the merger, consolidation, incorporation, reorganization, recapitalization, or other readjustment of the Maker;

(g) a receiver is appointed for Maker and is not discharged within thirty (30) days after such appointment;

(h) upon the filing of a petition in bankruptcy by Maker or against Maker (in the latter case, if not dismissed within ninety (90) days after such filing);

(i) Maker ceases or threatens to cease carrying on a substantial part of its business;

(j) any other indebtedness of Maker in respect of borrowed money or credit accommodation is (A) not paid when due; or (B) becomes due and payable before its normal maturity by reason of a default or event of default, however described; and

(k) Maker breaches or threatens to breach any material agreement (as determined by Payee) to which Maker is a party.

Upon the occurrence of any Default Event, and after providing seven (7) days notice and an opportunity to cure, Payee may, declare the unpaid amount hereof to be immediately due and payable and/or exercise any and all of Payee's rights or remedies available under applicable law.

10. **Default Interest Rate.** Upon the occurrence of an Default Event and thereafter until all amounts hereunder have been paid in full, the interest rate applicable to the then outstanding balance due under this Note shall be increased by an additional two percent (2%) per annum until such Default Event is cured (the "**Default Interest Rate**").

11. **Costs of Collection.** Maker promises to pay to Payee on demand by Payee all costs and expenses incurred by Payee in connection with the collection and enforcement of this Note following the occurrence of an Default Event, including, without limitation, attorneys' fees and expenses and court costs. Any such amounts not paid within ten (10) days after demand shall bear and accrue interest at the Default Interest Rate.

12. **Failure to Exercise Rights.** Any failure by Payee to exercise any right or remedy upon the occurrence of an Default Event shall not constitute a waiver of the right to exercise the same or any other right or remedy at any subsequent time in respect to the same or any other Default Event, and no single partial exercise of any right or remedy shall preclude other or further exercise of the same or any other right or remedy. Payee shall have no duty to exercise any or all of the rights and remedies herein provided or contemplated. The acceptance by Payee of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing rights or remedies at that time or at any subsequent time.

13. **Waiver of Protest.** Maker hereby waives presentment, protest and demand, notice of protest, and notice of dishonor, demand and nonpayment, and agrees that any payment due hereunder may be extended from time to time without in any way affecting the liability of Maker under this Note.

14. **Applicable Law.** This Note shall be governed by, and construed in accordance with, the laws of the State of Washington, without regard to principles of conflicts of law.

15. **Amendments; Waiver.** No amendment, supplement, modification, waiver or termination of this Note shall be binding unless executed in writing by each of Maker and Payee, or in the case of a waiver, by the party for whom such benefit was intended.

16. **Notice.** All notices and communications pursuant to this Agreement shall be in writing and shall be deemed properly given, delivered and effective when received if (i) personally delivered, or (ii) sent by other delivery service providing evidence of delivery, to the following:

If to Payee, to:

NEW ZEALAND HEALTH ASSOCIATION LTD  
124 Pah Road,  
Royal Oak, Auckland, New Zealand

If to Maker, to:

SGF HOLDINGS LLC  
11 Bellwether Way, Suite 305  
Bellingham, Washington 9822

or to such other address as Maker or Payee provides (in accordance herewith) to the other from time to time.

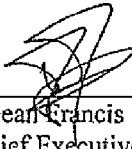
17. Successors and Assigns. This Note shall be binding upon Maker and its successors and assigns.

\* \* \* SIGNATURE PAGE FOLLOWS \* \* \*

IN WITNESS WHEREOF, Maker has caused this Secured Promissory Note to be executed under seal by its duly authorized officer, as of the date first written above.

**MAKER:**

SGF HOLDINGS LLC

By:  (SEAL)  
Name: Dean Francis  
Title: Chief Executive Officer

SIGNATURE PAGE TO SECURED PROMISSORY NOTE]



## **SCHEDULE 6(a)**

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Liens securing Maker's obligations under:

(i) that certain Convertible Note, dated 18 February 2013, in the original principal amount of \$2,264,750.34, made by Maker in favor of New Zealand Health Association Ltd.;

(ii) that certain Convertible Note, dated 18 February 2013, in the original principal amount of \$8,246,769.66, made by Maker in favor of Global Health & Wellness Trustee Ltd ;

(iii) that certain Convertible Note, dated 28 July 2014, in the original principal amount of \$200,000, made by Maker in favor of New Zealand Health Association Ltd;

(iv) any other debt instrument made by Maker in favor of any entity affiliated with or controlled by the Seventh-day Adventist denomination.

**SCHEDULE 6(c)**

**Location of Goods and Inventory**

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Central States Distribution Service - 3401 Lynch Creek Drive, Danville, IL 61834

Kanban Logistics, 1114 Kingsboro Rd. Rocky Mount, NC 27801

Horner International, 3427 Industrial Drive Durham, NC 27704

# SCHEDULE 6(d)

## Intellectual Property

### PATENT APPLICATIONS ENTITLED "HIGH YIELD METHOD OF PRODUCING PURE REBAUDIOSIDE A"

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SGF.REBA.AU.03 Priority Case: SAF-REBA-03P	Australia	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) AJP 558219	Issued Filed: 5/16/2007 Serial #: 2005295234	Issued: 7/5/2012 Pat. #: 2005295234 Expires: 10/18/2025
SGF.REBA.AU.03D1 Priority Case: SAF-REBA-03P	Australia	Title: Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) AJP 640483	Issued Filed: 8/30/2011 Serial #: 2011218644	Issued: 6/6/2013 Pat. #: 2011218644 Expires: 10/18/2025
SGF.REBA.BR.03 Priority Case: SAF-REBA-03P	Brazil	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CMxxx	Pending Filed: 10/18/2005 Serial #: P10516927-5	
SGF.REBA.CA.03 Priority Case: SAF-REBA-03P	Canada	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) P19907	Issued Filed: 4/11/2007 Serial #: 2583909	Issued: 10/1/2013 Pat. #: 2583909 Expires: 10/18/2025
SGF.REBA.CL.03 Priority Case: SAF-REBA-03P	Chile	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CMxxx	Pending Filed: No Date Serial #: 1092-2007	
SGF.REBA.CN.03 Priority Case: SAF-REBA-03P	China	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) PN 053866	Issued Filed: 10/18/2005 Serial #: 200580035685.2	Issued: 1/4/2012 Pat. #: 889574 Expires: 10/18/2025
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SGF.REBA.MY.03 Priority Case: SAF-REBA-03P	Malaysia	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CG/PAV/8129282/rad	Issued Filed: 4/13/2007 Serial #: P120070580	Issued: 8/30/2012 Pat. #: MY-146581-A
SGF.REBA.MY.03D1 Priority Case: SGF.REBA.MY.03	Malaysia	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CG/RAB/stc/8152223	Pending Filed: 4/13/2007 Serial #: P12012004944	
SGF.REBA.MX.03 Priority Case: SAF-REBA-03P	Mexico	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) JUO/EDRMNR	Issued Filed: No Date Serial #: MX/u/2007/004472	Issued: 8/10/2011 Pat. #: 289183 Expires: 10/18/2025
SGF.REBA.MX.03D1 Priority Case: SAF-REBA-03P	Mexico	Title: MX Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) 221770/EPN/ybv	Pending Filed: 7/4/2011 Serial #: MX/u/2011/007208	
SGF.REBA.NZ.03 Priority Case: SAF-REBA-03P	New Zealand	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) AJP.558221	Issued Filed: 5/16/2007 Serial #: 555239	Issued: 9/9/2010 Pat. #: 555239
SGF.REBA.NZ.03D1 Priority Case: SAF-REBA-03P	New Zealand	Title: NZ Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) AJP.618729	Issued Filed: 10/18/2005 Serial #: 583403	Issued: 4/2/2012 Pat. #: 583403
SGF.RA803.US.20 Priority Case: None	US	Title: Rebaudioside A Sweeteners SGF Holdings LLC(SGF)	Pending Filed: 2/18/2013 Serial #: 61/766063	
SGF.REBA.US.03 Priority Case: None	US	Title: High yield method of producing pure rebaudioside A SGF Holdings LLC(SGF)	Issued Filed: 10/17/2005 Serial #: 11/252430	Issued: 4/12/2011 Pat. #: 7,923,552
SGF.REBA.US.09 Priority Case: None	US	Title: Pure Rebaudioside A SGF Holdings LLC(SGF)	Pending Filed: 12/16/2010 Serial #: 12/969606 Pub #: US-2011-0124587-A1 Pub Date: 5/26/2011	

# PLANT PATENT; STEVIA PLANT NAMED 'T60'

Publication # USPP22593 P3, Publication type – Grant, Publication date - 20 Mar 2012,  
Priority date - 28 Apr 2010  
United States. Application Serial No. 12/799,668

USA TRADEMARKS;

Mark	Registration # or Serial #	Comments
SWEET GREEN FIELDS	3876298	U.S. Trademark Registration
GREENESSE STEVIA	85601643	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
PURESSE STEVIA	85601634	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
ALTESSE STEVIA	85601693	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
OPTESSE	85601689	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
OPTESSE STEVIA	85601682	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
SWEETNESSE STEVIA	85601673	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
NATROSE FLAVOR	86255145	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
INTESSE	86312727	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages

## SECURED PROMISSORY NOTE

\$500,000

22 December, 2014

FOR VALUE RECEIVED, SGF HOLDINGS LLC, a Washington limited liability company ("Maker"), hereby promises to pay to the order of New Zealand Health Association Ltd ("Payee"), at such place as Payee may from time to time designate in writing, the principal sum of **Five Hundred Thousand Dollars (US\$500,000)** (the "Principal Amount") in accordance with the terms set forth in this Secured Promissory Note (this "Note");

1. Interest. Interest shall accrue from the date of this Note on the principal balance outstanding from time to time at a fixed rate of interest equal to **Five Percent (5%)**, calculated daily, compounding monthly, and shall be added to the principal balance of this Note.

3. Repayment. The entire unpaid principal balance of this Note, together with all accrued but unpaid interest thereon and all other charges provided for herein, shall be due and payable in full on **1 July, 2016** (the "Maturity Date"), unless Payee agrees in writing to extend the Maturity Date. All payments under this Note shall be paid in lawful money of the United States of America.

4. Application of Payments. All payments made hereunder shall be applied first to late penalties or other sums owing to Payee, then to accrued interest, and last to the repayment of any remaining balance of this Note.

5. Security.

(a) As security for the prompt and full performance of Maker's obligations under this Note, Maker hereby grants to Payee a security interest in all of the assets of Maker, including, without limitation, all of Maker's Intellectual Property (defined herein), personal property, whether now owned or hereafter acquired, including, without limitation, goods, accounts, deposit accounts, investment property, instruments, chattel paper, documents, letters of credit rights, commercial tort claims, and general intangibles, and any and all proceeds and products of the foregoing, as such terms are defined under the Uniform Commercial Code (the "Collateral"). Maker agrees that, with respect to the Collateral, Payee shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Washington, as well as those provided in this Note. Maker covenants and agrees to execute and deliver in recordable form such financing statements and other instruments and filings as are necessary to perfect such security interest in the Collateral. Maker hereby authorizes Payee to execute and file any such financing statements or continuation statements on behalf of Maker and/or without the signature of Maker to the extent permitted by law. Payee is hereby appointed the attorney-in-fact of Maker, which appointment as attorney-in-fact is irrevocable and coupled with an interest, for the purpose of perfecting its security interest

**PATENT**

**REEL: 041368 FRAME: 0480**

and for the purposes of exercising its right as a secured creditor and taking any action and executing any instruments and/or documents which Payee may deem necessary or advisable to accomplish the purposes hereof. Payee acknowledges that this security interest in the Collateral applies only to the amounts due under this Note and not to any other obligations owed by Maker to Payee. In addition, Payee will execute and deliver in reasonable form any Uniform Commercial Code termination statements or other documents to effect the termination of this security interest as soon as this Note has been paid in full.

(b) For purposes of this Note, "Intellectual Property" shall mean, collectively, all of the Maker's now owned and hereafter acquired intellectual property, including, without limitation, the following: (i) all patents (including all rights corresponding thereto throughout the world, and all improvements thereon); (ii) all trademarks (including service marks, trade names and trade secrets, and all goodwill associated therewith); (iii) all copyrights (including all renewals, extensions and continuations thereof); (iv) all applications for patents, trademarks or copyrights and all applications otherwise relating in any way to the subject matter of such patents, copyrights and trademarks; (v) all patents, copyrights, trademarks or applications therefor arising after the date of this Note; (vi) all reissues, continuations, continuations-in-part and divisions of the property described in the preceding clauses (i), (ii), (iii), (iv) and (v), including, without limitation, any claims by the Maker against third parties for infringement thereof; and (vii) all rights to sue for past, present and future infringements or violations of any such patents, trademarks and copyrights.

6. Prepayments. This Note may be prepaid in whole (at any time) or in part (from time to time) without premium or penalty.

7. Representations and Warranties. To induce the Payee to enter into the transactions contemplated by this Note, the Maker represents and warrants to the Payee as follows (which representations and warranties shall survive the execution and delivery of this Note):

(a) Title to Collateral; Priority of Security Interest. Other than with respect to the obligations set forth on Schedule 6(a) hereto (the "Permitted Liens"), the Maker has full, complete, indefeasible and marketable title to all of the Collateral absolutely free and clear of any claims, defects, liens, security interests, pledges, title retention agreements or other encumbrances. Other than with respect to the Permitted Liens, no financing statement that names Maker as a debtor or which lists any of the Collateral as collateral (other than those which name the Payee as the secured party) has been filed in any place, and the Maker has not signed any financing statement or any security agreement authorizing any other secured party other than the Payee to file any such financing statement.

(b) Other Names. Except in connection with the Maker's name change from Sweet Green Fields, LLC, a Washington limited liability company, to SGF Holdings LLC, a Washington limited liability company, the Maker has not changed its

name or used any other name or any trade name within the five (5) year period immediately preceding the date of this Note, except as disclosed to the Payee.

(c) Location of Goods and Inventory. As of the date of this Note, all of the goods and inventory of the Maker are located only at the real property or leased locations identified on Schedule 6(c) hereto, and none of the goods or inventory is stored with, nor in the possession of, any bailee, warehouseman, subcontractor, or other similar individual or entity except as noted on Schedule 6(c) hereto.

(d) Intellectual Property. Except as set forth on Schedule 6(d) hereto, as of the date of this Note, the Maker has no Intellectual Property and the Maker has no patents or trademarks issued by, or the subject of pending applications in, the United States Patent and Trademark Office or any similar office or agency in the United States or any other country. The Maker has not abandoned any pending patent or trademark application material to its business.

(e) Business Purpose. This Note evidences a loan made to Maker for the purpose of carrying on a business or commercial enterprise within the laws of the State of Washington.

(f) Compliance with Laws; Permits. The Maker is in compliance with all applicable laws, statutes, regulations and ordinances relating to the operation of its business and the maintenance and operation of its properties and assets. The Maker holds and is in compliance with all permits, licenses, bonds, approvals, certificates, registrations, accreditations and other authorizations of all foreign, federal, state and local governmental agencies required for the conduct of its business and the ownership of its properties (collectively, "Permits"). No suspension, restriction, cancellation or adverse modification of any Permits is pending or threatened, and no written notices have been received by the Company alleging the failure to hold any Permits

8. Covenants. Until this Note is repaid in full, the Maker covenants and agrees with the Payee as follows:

(a) Distributions. Except for those distributions Maker is required to make to its members with respect to their tax obligations, Maker shall not distribute any funds to the members of Maker.

(b) Liens, Claims and Attachments. Other than with respect to the Permitted Liens, the Maker shall maintain the Collateral free from all claims, liens, encumbrances and legal processes, and the Maker shall promptly notify the Payee after receipt of notice of any lien, attachment or judicial proceeding affecting any material item of the Collateral in whole or in part.

(c) Payment of Taxes, Assessments and Fees. The Maker shall pay all taxes, assessments and fees relating to the ownership or use of the Collateral or any portion thereof as and when the same shall be due and payable except for any of the foregoing contested in good faith and subject to appropriate reserves.



(d) Intellectual Property.

(i) Except in the ordinary course of its business, the Maker will not transfer or grant an exclusive or non-exclusive license relating to, or otherwise dispose of any of its Intellectual Property without the prior written consent of the Payee, which may be withheld by the Payee for any reason whatsoever in its sole discretion.

(ii) The Maker shall not file any application for the issuance of a patent or trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any other country, unless the Maker has notified the Payee in writing of such action and, upon request of the Payee, the Maker shall execute and deliver to the Payee any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by the Payee to effect an assignment of such application to the Payee.

(iii) The Maker will not do any act, nor omit to do any act, whereby any such patents or trademarks, once granted and which remain useful, in any respect, to the Maker's business, may become abandoned or unenforceable, and the Maker shall notify the Payee immediately if it knows or has reason to know of any reason why any application, material to its business, may become abandoned, invalidated or the subject of any suit.

(iv) The Maker will render any assistance reasonably necessary to the Payee without cost in any proceeding before the United States Patent and Trademark Office or any similar office or agency in the United States or any other country to maintain each application, material to the business, for any patents, copyrights, trademarks or other Intellectual Property, including, without limitation, the filing of all renewals and the payment of all annuities.

(e) Name of Business. The Maker shall not conduct business under any other name nor change or reorganize the type of business entity under which it does business except upon prior written approval of the Payee not to be unreasonably withheld. If such approval is given, the Maker guarantees that all documents, instruments and agreements reasonably requested by the Payee shall be prepared and filed at the Maker's expense before such change of name or business entity occurs.

(f) Conduct of Business. The Maker will carry on its business in a manner consistent in all respects with the ordinary course and within the terms, covenants, representations and warranties herein, and will take all commercially reasonable steps to preserve its business intact, and maintain the value of Maker as a going concern.

9. Default. Each of the following shall constitute an event of default under this Note (a "Default Event"):

(a) Maker fails to pay any installment of principal or accrued interest due hereunder when due and payable, and such payment remains unpaid for a period of seven (7) days thereafter;

(b) the failure of the Maker to keep, observe, duly perform or comply with any term, covenant or condition contained in this Note and such failure is not cured or discharged within seven (7) days following written notice from the Payee of such failure;

(c) any representation or warranty contained herein is found to have been false or misleading in any material respect when made;

(d) the making of an assignment for the benefit of the Maker's creditors;

(e) the dissolution of the Maker;

(f) the merger, consolidation, incorporation, reorganization, recapitalization, or other readjustment of the Maker;

(g) a receiver is appointed for Maker and is not discharged within thirty (30) days after such appointment;

(h) upon the filing of a petition in bankruptcy by Maker or against Maker (in the latter case, if not dismissed within ninety (90) days after such filing);

(i) Maker ceases or threatens to cease carrying on a substantial part of its business;

(j) any other indebtedness of Maker in respect of borrowed money or credit accommodation is (A) not paid when due; or (B) becomes due and payable before its normal maturity by reason of a default or event of default, however described; and

(k) Maker breaches or threatens to breach any material agreement (as determined by Payee) to which Maker is a party.

Upon the occurrence of any Default Event, and after providing seven (7) days notice and an opportunity to cure, Payee may, declare the unpaid amount hereof to be immediately due and payable and/or exercise any and all of Payee's rights or remedies available under applicable law.

10. **Default Interest Rate.** Upon the occurrence of an Default Event and thereafter until all amounts hereunder have been paid in full, the interest rate applicable to the then outstanding balance due under this Note shall be increased by an additional two percent (2%) per annum until such Default Event is cured (the "**Default Interest Rate**").

11. **Costs of Collection.** Maker promises to pay to Payee on demand by Payee all costs and expenses incurred by Payee in connection with the collection and enforcement of this Note following the occurrence of an Default Event, including, without limitation, attorneys' fees and expenses and court costs. Any such amounts not paid within ten (10) days after demand shall bear and accrue interest at the Default Interest Rate.

12. **Failure to Exercise Rights.** Any failure by Payee to exercise any right or remedy upon the occurrence of an Default Event shall not constitute a waiver of the right to exercise the same or any other right or remedy at any subsequent time in respect to the same or any other Default Event, and no single partial exercise of any right or remedy shall preclude other or further exercise of the same or any other right or remedy. Payee shall have no duty to exercise any or all of the rights and remedies herein provided or contemplated. The acceptance by Payee of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing rights or remedies at that time or at any subsequent time.

13. **Waiver of Protest.** Maker hereby waives presentment, protest and demand, notice of protest, and notice of dishonor, demand and nonpayment, and agrees that any payment due hereunder may be extended from time to time without in any way affecting the liability of Maker under this Note.

14. **Applicable Law.** This Note shall be governed by, and construed in accordance with, the laws of the State of Washington, without regard to principles of conflicts of law.

15. **Amendments; Waiver.** No amendment, supplement, modification, waiver or termination of this Note shall be binding unless executed in writing by each of Maker and Payee, or in the case of a waiver, by the party for whom such benefit was intended.

16. **Notice.** All notices and communications pursuant to this Agreement shall be in writing and shall be deemed properly given, delivered and effective when received if (i) personally delivered, or (ii) sent by other delivery service providing evidence of delivery, to the following:

If to Payee, to:	NEW ZEALAND HEALTH ASSOCIATION LTD 124 Pah Road, Royal Oak, Auckland, New Zealand
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If to Maker, to:	SGF HOLDINGS LLC 11 Bellwether Way, Suite 305 Bellingham, Washington 9822
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or to such other address as Maker or Payee provides (in accordance herewith) to the other from time to time.

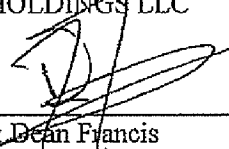
17. Successors and Assigns. This Note shall be binding upon Maker and its successors and assigns.

\* \* \* SIGNATURE PAGE FOLLOWS \* \* \*

IN WITNESS WHEREOF, Maker has caused this Secured Promissory Note to be executed under seal by its duly authorized officer, as of the date first written above.

MAKER:

SGF HOLDINGS LLC

By:  (SEAL)

Name: Dean Francis

Title: Chief Executive Officer



SIGNATURE PAGE TO SECURED PROMISSORY NOTE]

## **SCHEDULE 6(a)**

### **Permitted Liens**

Liens securing Maker's obligations under:

(i) that certain Convertible Note, dated 18 February 2013, in the original principal amount of \$2,264,750.34, made by Maker in favor of New Zealand Health Association Ltd.;

(ii) that certain Convertible Note, dated 18 February 2013, in the original principal amount of \$8,246,769.66, made by Maker in favor of Global Health & Wellness Trustee Ltd ;

(iii) that certain Convertible Note, dated 28 July 2014, in the original principal amount of \$200,000, made by Maker in favor of New Zealand Health Association Ltd;

(iv) that certain Convertible Note, dated 10 October 2014, in the original principal amount of \$500,000, made by Maker in favor of New Zealand Health Association Ltd;

(v) any other debt instrument made by Maker in favor of any entity affiliated with or controlled by the Seventh-day Adventist denomination.

**SCHEDULE 6(c)**

**Location of Goods and Inventory**

11 Bellwether Way, Suite 305, Bellingham, WA 98225, USA

United Warehouse - 19005 64th Avenue S, Kent, WA 98032, USA

Central States Distribution Service - 3401 Lynch Creek Drive, Danville, IL 61834

Kanban Logistics, 1114 Kingsboro Rd. Rocky Mount, NC 27801

Horner International, 3427 Industrial Drive Durham, NC 27704

# SCHEDULE 6(d)

## Intellectual Property

### PATENT APPLICATIONS ENTITLED "HIGH YIELD METHOD OF PRODUCING PURE REBAUDIOSIDE A"

Case Number	Country	Title / Client Name, Client Case #	Status, Filing Date, App. Serial No. Pub. No. & Date	Pat/Reg No., Issue/Reg Date
SGF.REBA.AU.03 Priority Case: SAF-REBA-03P	Australia	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) AJP 558219	Issued Filed: 5/16/2007 Serial #: 2005295234	Issued: 7/5/2012 Pat. #: 2005295234 Expires: 10/18/2025
SGF.REBA.AU.03D1 Priority Case: SAF-REBA-03P	Australia	Title: Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) AJP 640483	Issued Filed: 8/30/2011 Serial #: 2011218644	Issued: 6/6/2013 Pat. #: 2011218644 Expires: 10/18/2025
SGF.REBA.BR.03 Priority Case: SAF-REBA-03P	Brazil	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CMxxx	Pending Filed: 10/18/2005 Serial #: P10516927-5	
SGF.REBA.CA.03 Priority Case: SAF-REBA-03P	Canada	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) P19907	Issued Filed: 4/11/2007 Serial #: 2583909	Issued: 10/1/2013 Pat. #: 2583909 Expires: 10/18/2025
SGF.REBA.CL.03 Priority Case: SAF-REBA-03P	Chile	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CMxxx	Pending Filed: No Date Serial #: 1092-2007	
SGF.REBA.CN.03 Priority Case: SAF-REBA-03P	China	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) PN 053866	Issued Filed: 10/18/2005 Serial #: 200580035685.2	Issued: 1/4/2012 Pat. #: 889574 Expires: 10/18/2025
SGF.REBA.CN.03D1 Priority Case: SAF-REBA-03P	China	Title: CN Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) PN 112076	Pending Filed: 7/26/2011 Serial #: 201110212618.0	
SGF.REBA.EP.03 Priority Case: SAF-REBA-03P	Europe	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) EP76620IFZTRio	Pending Filed: 10/18/2005 Serial #: 05810517.2	
SGF.REBA.EP.03D1 Priority Case: SAF-REBA-03P	Europe	Title: Pure and Substantially Pure Rebaudioside A SGF Holdings LLC(SGF) EP76620IFZTRio	Pending Filed: 10/14/2011 Serial #: 11.185.279.4	
SGF.REBA.IN.03 Priority Case: SAF-REBA-03P	India	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF)	Pending Filed: 10/18/2005 Serial #: 2149/CHENP/2007	



SGF.REBA.JP.03 Priority Case: SAF-REBA-03P	Japan	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) PA-35356C8	Issued Filed: 10/18/2005 Serial #: 2007- 537037	Issued: 1/18/2013 Pat #: 5179877 Expires: 10/18/2025
SGF.REBA.JP.03D1 Priority Case: SAF-REBA-03P	Japan	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) PA-40103C8	Pending Filed: 5/14/2012 Serial #: 2012- 111441	
SGF.REBA.MY.03 Priority Case: SAF-REBA-03P	Malaysia	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CG/PAV/8129282/trad	Issued Filed: 4/13/2007 Serial #: PI20070580	Issued: 8/30/2012 Pat #: MY- 146581-A
SGF.REBA.MY.03D1 Priority Case: SGF.REBA.MY.03	Malaysia	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CG/RAB/ste/8152223	Pending Filed: 4/13/2007 Serial #: PI 2012004944	
SGF.REBA.MX.03 Priority Case: SAF-REBA-03P	Mexico	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) JUO/EDR/MMR	Issued Filed: No Date Serial #: MX/a/2007/004472	Issued: 8/10/2011 Pat #: 289183 Expires: 10/18/2025
SGF.REBA.MX.03D1 Priority Case: SAF-REBA-03P	Mexico	Title: MX Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) 221770/EPN/ybv	Pending Filed: 7/4/2011 Serial #: MX/a/2011/007208	
SGF.REBA.NZ.03 Priority Case: SAF-REBA-03P	New Zealand	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) AJP.558221	Issued Filed: 5/16/2007 Serial #: 555239	Issued: 9/9/2010 Pat #: 555239
SGF.REBA.NZ.03D1 Priority Case: SAF-REBA-03P	New Zealand	Title: NZ Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) AJP.618729	Issued Filed: 10/18/2005 Serial #: 583403	Issued: 4/2/2012 Pat #: 583403
SGF.RA803.US.20 Priority Case: None	US	Title: Rebaudioside A Sweeteners SGF Holdings LLC(SGF)	Pending Filed: 2/18/2013 Serial #: 61/766063	
SGF.REBA.US.03 Priority Case: None	US	Title: High yield method of producing pure rebaudioside A SGF Holdings LLC(SGF)	Issued Filed: 10/17/2005 Serial #: 11/252430	Issued: 4/12/2011 Pat #: 7,923,552
SGF.REBA.US.09 Priority Case: None	US	Title: Pure Rebaudioside A SGF Holdings LLC(SGF)	Pending Filed: 12/16/2010 Serial #: 12/969606 Pub #: US-2011- 0124587-A1 Pub Date: 5/26/2011	

## PLANT PATENT; STEVIA PLANT NAMED 'T60'

Publication # USPP22593 P3, Publication type – Grant, Publication date - 20 Mar 2012,

Priority date - 28 Apr 2010

United States. Application Serial No. 12/799,668

# **USA TRADEMARKS;**

Mark	Registration # or Serial #	Comments
SWEET GREEN FIELDS	3876298	U.S. Trademark Registration
GREENESSE STEVIA	85601643	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
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INTESSE	86312727	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages

## SECURED PROMISSORY NOTE

\$500,000

5 February, 2015

FOR VALUE RECEIVED, SGF HOLDINGS LLC, a Washington limited liability company ("Maker"), hereby promises to pay to the order of **New Zealand Health Association Ltd** ("Payee"), at such place as Payee may from time to time designate in writing, the principal sum of **Five Hundred Thousand Dollars (US\$500,000)** (the "Principal Amount") in accordance with the terms set forth in this Secured Promissory Note (this "Note"):

1. **Interest.** Interest shall accrue from the date of this Note on the principal balance outstanding from time to time at a fixed rate of interest equal to **Five Percent (5%)**, calculated daily, compounding monthly, and shall be added to the principal balance of this Note.

3. **Repayment.** The entire unpaid principal balance of this Note, together with all accrued but unpaid interest thereon and all other charges provided for herein, shall be due and payable in full on **1 July, 2016** (the "Maturity Date"), unless Payee agrees in writing to extend the Maturity Date. All payments under this Note shall be paid in lawful money of the United States of America.

4. **Application of Payments.** All payments made hereunder shall be applied first to late penalties or other sums owing to Payee, then to accrued interest, and last to the repayment of any remaining balance of this Note.

5. **Security.**

(a) As security for the prompt and full performance of Maker's obligations under this Note, Maker hereby grants to Payee a security interest in all of the assets of Maker, including, without limitation, all of Maker's Intellectual Property (defined herein), personal property, whether now owned or hereafter acquired, including, without limitation, goods, accounts, deposit accounts, investment property, instruments, chattel paper, documents, letters of credit rights, commercial tort claims, and general intangibles, and any and all proceeds and products of the foregoing, as such terms are defined under the Uniform Commercial Code (the "Collateral"). Maker agrees that, with respect to the Collateral, Payee shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Washington, as well as those provided in this Note. Maker covenants and agrees to execute and deliver in recordable form such financing statements and other instruments and filings as are necessary to perfect such security interest in the Collateral. Maker hereby authorizes Payee to execute and file any such financing statements or continuation statements on behalf of Maker and/or without the signature of Maker to the extent permitted by law. Payee is hereby appointed the attorney-in-fact of Maker, which appointment as attorney-in-fact is irrevocable and coupled with an interest, for the purpose of perfecting its security interest

in the Collateral and for the purposes of exercising its right as a secured creditor and taking any action and executing any instruments and/or documents which Payee may deem necessary or advisable to accomplish the purposes hereof. Payee acknowledges that this security interest in the Collateral applies only to the amounts due under this Note and not to any other obligations owed by Maker to Payee. In addition, Payee will execute and deliver in reasonable form any Uniform Commercial Code termination statements or other documents to effect the termination of this security interest as soon as this Note has been paid in full.

(b) For purposes of this Note, "Intellectual Property" shall mean, collectively, all of the Maker's now owned and hereafter acquired intellectual property, including, without limitation, the following: (i) all patents (including all rights corresponding thereto throughout the world, and all improvements thereon); (ii) all trademarks (including service marks, trade names and trade secrets, and all goodwill associated therewith); (iii) all copyrights (including all renewals, extensions and continuations thereof); (iv) all applications for patents, trademarks or copyrights and all applications otherwise relating in any way to the subject matter of such patents, copyrights and trademarks; (v) all patents, copyrights, trademarks or applications therefor arising after the date of this Note; (vi) all reissues, continuations, continuations-in-part and divisions of the property described in the preceding clauses (i), (ii), (iii), (iv) and (v), including, without limitation, any claims by the Maker against third parties for infringement thereof; and (vii) all rights to sue for past, present and future infringements or violations of any such patents, trademarks and copyrights.

6. Prepayments. This Note may be prepaid in whole (at any time) or in part (from time to time) without premium or penalty.

7. Representations and Warranties. To induce the Payee to enter into the transactions contemplated by this Note, the Maker represents and warrants to the Payee as follows (which representations and warranties shall survive the execution and delivery of this Note):

(a) Title to Collateral; Priority of Security Interest. Other than with respect to the obligations set forth on Schedule 6(a) hereto (the "Permitted Liens"), the Maker has full, complete, indefeasible and marketable title to all of the Collateral absolutely free and clear of any claims, defects, liens, security interests, pledges, title retention agreements or other encumbrances. Other than with respect to the Permitted Liens, no financing statement that names Maker as a debtor or which lists any of the Collateral as collateral (other than those which name the Payee as the secured party) has been filed in any place, and the Maker has not signed any financing statement or any security agreement authorizing any other secured party other than the Payee to file any such financing statement.

(b) Other Names. Except in connection with the Maker's name change from Sweet Green Fields, LLC, a Washington limited liability company, to SGF Holdings LLC, a Washington limited liability company, the Maker has not changed its

name or used any other name or any trade name within the five (5) year period immediately preceding the date of this Note, except as disclosed to the Payee.

(c) Location of Goods and Inventory. As of the date of this Note, all of the goods and inventory of the Maker are located only at the real property or leased locations identified on Schedule 6(c) hereto, and none of the goods or inventory is stored with, nor in the possession of, any bailee, warehouseman, subcontractor, or other similar individual or entity except as noted on Schedule 6(c) hereto.

(d) Intellectual Property. Except as set forth on Schedule 6(d) hereto, as of the date of this Note, the Maker has no Intellectual Property and the Maker has no patents or trademarks issued by, or the subject of pending applications in, the United States Patent and Trademark Office or any similar office or agency in the United States or any other country. The Maker has not abandoned any pending patent or trademark application material to its business.

(e) Business Purpose. This Note evidences a loan made to Maker for the purpose of carrying on a business or commercial enterprise within the laws of the State of Washington.

(f) Compliance with Laws: Permits. The Maker is in compliance with all applicable laws, statutes, regulations and ordinances relating to the operation of its business and the maintenance and operation of its properties and assets. The Maker holds and is in compliance with all permits, licenses, bonds, approvals, certificates, registrations, accreditations and other authorizations of all foreign, federal, state and local governmental agencies required for the conduct of its business and the ownership of its properties (collectively, "Permits"). No suspension, restriction, cancellation or adverse modification of any Permits is pending or threatened, and no written notices have been received by the Company alleging the failure to hold any Permits

8. Covenants. Until this Note is repaid in full, the Maker covenants and agrees with the Payee as follows:

(a) Distributions. Except for those distributions Maker is required to make to its members with respect to their tax obligations, Maker shall not distribute any funds to the members of Maker.

(b) Liens, Claims and Attachments. Other than with respect to the Permitted Liens, the Maker shall maintain the Collateral free from all claims, liens, encumbrances and legal processes, and the Maker shall promptly notify the Payee after receipt of notice of any lien, attachment or judicial proceeding affecting any material item of the Collateral in whole or in part.

(c) Payment of Taxes, Assessments and Fees. The Maker shall pay all taxes, assessments and fees relating to the ownership or use of the Collateral or

any portion thereof as and when the same shall be due and payable except for any of the foregoing contested in good faith and subject to appropriate reserves.

(d) Intellectual Property.

(i) Except in the ordinary course of its business, the Maker will not transfer or grant an exclusive or non-exclusive license relating to, or otherwise dispose of any of its Intellectual Property without the prior written consent of the Payee, which may be withheld by the Payee for any reason whatsoever in its sole discretion.

(ii) The Maker shall not file any application for the issuance of a patent or trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any other country, unless the Maker has notified the Payee in writing of such action and, upon request of the Payee, the Maker shall execute and deliver to the Payee any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by the Payee to effect an assignment of such application to the Payee.

(iii) The Maker will not do any act, nor omit to do any act, whereby any such patents or trademarks, once granted and which remain useful, in any respect, to the Maker's business, may become abandoned or unenforceable, and the Maker shall notify the Payee immediately if it knows or has reason to know of any reason why any application, material to its business, may become abandoned, invalidated or the subject of any suit.

(iv) The Maker will render any assistance reasonably necessary to the Payee without cost in any proceeding before the United States Patent and Trademark Office or any similar office or agency in the United States or any other country to maintain each application, material to the business, for any patents, copyrights, trademarks or other Intellectual Property, including, without limitation, the filing of all renewals and the payment of all annuities.

(e) Name of Business. The Maker shall not conduct business under any other name nor change or reorganize the type of business entity under which it does business except upon prior written approval of the Payee not to be unreasonably withheld. If such approval is given, the Maker guarantees that all documents, instruments and agreements reasonably requested by the Payee shall be prepared and filed at the Maker's expense before such change of name or business entity occurs.

(f) Conduct of Business. The Maker will carry on its business in a manner consistent in all respects with the ordinary course and within the terms, covenants, representations and warranties herein, and will take all commercially reasonable steps to preserve its business intact, and maintain the value of Maker as a going concern.

9. **Default.** Each of the following shall constitute an event of default under this Note (a "Default Event"):

(a) Maker fails to pay any installment of principal or accrued interest due hereunder when due and payable, and such payment remains unpaid for a period of seven (7) days thereafter;

(b) the failure of the Maker to keep, observe, duly perform or comply with any term, covenant or condition contained in this Note and such failure is not cured or discharged within seven (7) days following written notice from the Payee of such failure;

(c) any representation or warranty contained herein is found to have been false or misleading in any material respect when made;

(d) the making of an assignment for the benefit of the Maker's creditors;

(e) the dissolution of the Maker;

(f) the merger, consolidation, incorporation, reorganization, recapitalization, or other readjustment of the Maker;

(g) a receiver is appointed for Maker and is not discharged within thirty (30) days after such appointment;

(h) upon the filing of a petition in bankruptcy by Maker or against Maker (in the latter case, if not dismissed within ninety (90) days after such filing);

(i) Maker ceases or threatens to cease carrying on a substantial part of its business;

(j) any other indebtedness of Maker in respect of borrowed money or credit accommodation is (A) not paid when due; or (B) becomes due and payable before its normal maturity by reason of a default or event of default, however described; and

(k) Maker breaches or threatens to breach any material agreement (as determined by Payee) to which Maker is a party.

Upon the occurrence of any Default Event, and after providing seven (7) days notice and an opportunity to cure, Payee may, declare the unpaid amount hereof to be immediately due and payable and/or exercise any and all of Payee's rights or remedies available under applicable law.

10. **Default Interest Rate.** Upon the occurrence of an Default Event and thereafter until all amounts hereunder have been paid in full, the interest rate applicable to the then outstanding balance due under this Note shall be increased by an additional two percent (2%) per annum until such Default Event is cured (the "**Default Interest Rate**").

11. **Costs of Collection.** Maker promises to pay to Payee on demand by Payee all costs and expenses incurred by Payee in connection with the collection and enforcement of this Note following the occurrence of an Default Event, including, without limitation, attorneys' fees and expenses and court costs. Any such amounts not paid within ten (10) days after demand shall bear and accrue interest at the Default Interest Rate.

12. **Failure to Exercise Rights.** Any failure by Payee to exercise any right or remedy upon the occurrence of an Default Event shall not constitute a waiver of the right to exercise the same or any other right or remedy at any subsequent time in respect to the same or any other Default Event, and no single partial exercise of any right or remedy shall preclude other or further exercise of the same or any other right or remedy. Payee shall have no duty to exercise any or all of the rights and remedies herein provided or contemplated. The acceptance by Payee of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing rights or remedies at that time or at any subsequent time.

13. **Waiver of Protest.** Maker hereby waives presentment, protest and demand, notice of protest, and notice of dishonor, demand and nonpayment, and agrees that any payment due hereunder may be extended from time to time without in any way affecting the liability of Maker under this Note.

14. **Applicable Law.** This Note shall be governed by, and construed in accordance with, the laws of the State of Washington, without regard to principles of conflicts of law.

15. **Amendments; Waiver.** No amendment, supplement, modification, waiver or termination of this Note shall be binding unless executed in writing by each of Maker and Payee, or in the case of a waiver, by the party for whom such benefit was intended.

16. **Notice.** All notices and communications pursuant to this Agreement shall be in writing and shall be deemed properly given, delivered and effective when received if (i) personally delivered, or (ii) sent by other delivery service providing evidence of delivery, to the following:

If to Payee, to:

NEW ZEALAND HEALTH ASSOCIATION LTD  
124 Pah Road,  
Royal Oak, Auckland, New Zealand



If to Maker, to:

SGF HOLDINGS LLC  
11 Bellwether Way, Suite 305  
Bellingham, Washington 9822

or to such other address as Maker or Payee provides (in accordance herewith) to the other from time to time.


17. Successors and Assigns. This Note shall be binding upon Maker and its successors and assigns.

\* \* \* SIGNATURE PAGE FOLLOWS \* \* \*

IN WITNESS WHEREOF, Maker has caused this Secured Promissory Note to be executed under seal by its duly authorized officer, as of the date first written above.

**MAKER:**

SGF HOLDINGS LLC

By:  (SEAL)

Name: Jean Francis

Title: Chief Executive Officer

SIGNATURE PAGE TO SECURED PROMISSORY NOTE]

## **SCHEDULE 6(a)**

### **Permitted Liens**

Liens securing Maker's obligations under:

- (i) that certain Promissory Note, dated 18 February 2013, in the original principal amount of \$2,264,750.34, made by Maker in favor of New Zealand Health Association Ltd.;
- (ii) that certain Convertible Note, dated 16 April 2014, in the original principal amount of \$2,500,000, made by Maker in favor of New Zealand Health Association Limited;
- (iii) that certain Promissory Note, dated 1 June 2014, in the original principal amount of \$8,246,769.66, made by Maker in favor of Global Health & Wellness Trustee Ltd ;
- (iv) that certain Promissory Note, dated 28 July 2014, in the original principal amount of \$200,000, made by Maker in favor of New Zealand Health Association Ltd;
- (v) that certain Promissory Note, dated 7 October 2014, in the original principal amount of \$500,000, made by Maker in favor of New Zealand Health Association Ltd;
- (vi) that certain Promissory Note, dated 22 December 2014, in the original principal amount of \$500,000, made by Maker in favor of New Zealand Health Association Ltd;
- (vii) any other debt instrument made by Maker in favor of any entity affiliated with or controlled by the Seventh-day Adventist denomination.

**SCHEDULE 6(c)**

**Location of Goods and Inventory**

11 Bellwether Way, Suite 305, Bellingham, WA 98225, USA

United Warehouse - 19005 64th Avenue S, Kent, WA 98032, USA

Central States Distribution Service - 3401 Lynch Creek Drive, Danville, IL 61834

Kanban Logistics, 1114 Kingsboro Rd. Rocky Mount, NC 27801

Horner International, 3427 Industrial Drive Durham, NC 27704

# **SCHEDULE 6(d)**

## **Intellectual Property**

### **PATENT APPLICATIONS ENTITLED "HIGH YIELD METHOD OF PRODUCING PURE REBAUDIOSIDE A"**

Case Number	Country	Title / Client Name, Client Case #	Status, Filing Date, App. Serial No. Pub. No. & Date	Pat/Reg No., Issue/Reg Date
SGF.REBA.AU.03 Priority Case: SAF-REBA-03P	Australia	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) AJP 558219	Issued Filed: 5/16/2007 Serial #: 2005295234	Issued: 7/5/2012 Pat. #: 2005295234 Expires: 10/18/2025
SGF.REBA.AU.03D1 Priority Case: SAF-REBA-03P	Australia	Title: Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) AJP 640483	Issued Filed: 8/30/2011 Serial #: 2011218644	Issued: 6/6/2013 Pat. #: 2011218644 Expires: 10/18/2025
SGF.REBA.BR.03 Priority Case: SAF-REBA-03P	Brazil	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CMxxx	Pending Filed: 10/18/2005 Serial #: P10516927-5	
SGF.REBA.CA.03 Priority Case: SAF-REBA-03P	Canada	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) P19907	Issued Filed: 4/11/2007 Serial #: 2583909	Issued: 10/1/2013 Pat. #: 2583909 Expires: 10/18/2025
SGF.REBA.CL.03 Priority Case: SAF-REBA-03P	Chile	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CMxxx	Pending Filed: No Date Serial #: 1092-2007	
SGF.REBA.CN.03 Priority Case: SAF-REBA-03P	China	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) PN 053866	Issued Filed: 10/18/2005 Serial #: 200580035685.2	Issued: 1/4/2012 Pat. #: 889574 Expires: 10/18/2025
SGF.REBA.CN.03D1 Priority Case: SAF-REBA-03P	China	Title: CN Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) PN 112076	Pending Filed: 7/26/2011 Serial #: 201110212618.0	
SGF.REBA.EP.03 Priority Case: SAF-REBA-03P	Europe	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) EP766201FZTRiro	Pending Filed: 10/18/2005 Serial #: 05810517.2	
SGF.REBA.EP.03D1 Priority Case: SAF-REBA-03P	Europe	Title: Pure and Substantially Pure Rebaudioside A SGF Holdings LLC(SGF) EP766201FZTRiro	Pending Filed: 10/14/2011 Serial #: 11.185.279.4	
SGF.REBA.IN.03 Priority Case: SAF-REBA-03P	India	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF)	Pending Filed: 10/18/2005 Serial #: 2149/CHENP/2007	

SGF.REBA.JP.03 Priority Case: SAF-REBA-03P	Japan	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) PA-35356C8	Issued Filed: 10/18/2005 Serial #: 2007-537037	Issued: 1/18/2013 Pat. #: 5179877 Expires: 10/18/2025
SGF.REBA.JP.03D1 Priority Case: SAF-REBA-03P	Japan	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) PA-40103C8	Pending Filed: 5/14/2012 Serial #: 2012-111441	
SGF.REBA.MY.03 Priority Case: SAF-REBA-03P	Malaysia	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CG/PAV/8129282/rad	Issued Filed: 4/13/2007 Serial #: PI20070580	Issued: 8/30/2012 Pat. #: MY-146581-A
SGF.REBA.MY.03D1 Priority Case: SGF.REBA.MY.03	Malaysia	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CG/RAB/stc/8152223	Pending Filed: 4/13/2007 Serial #: PI 2012004944	
SGF.REBA.MX.03 Priority Case: SAF-REBA-03P	Mexico	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) JUO/EDR/MMR	Issued Filed: No Date Serial #: MX/a/2007/004472	Issued: 8/10/2011 Pat. #: 289183 Expires: 10/18/2025
SGF.REBA.MX.03D1 Priority Case: SAF-REBA-03P	Mexico	Title: MX Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) 221770/EPN/ybv	Pending Filed: 7/4/2011 Serial #: MX/a/2011/007208	
SGF.REBA.NZ.03 Priority Case: SAF-REBA-03P	New Zealand	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) AJP.558221	Issued Filed: 5/16/2007 Serial #: 555239	Issued: 9/9/2010 Pat. #: 555239
SGF.REBA.NZ.03D1 Priority Case: SAF-REBA-03P	New Zealand	Title: NZ Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) AJP.618729	Issued Filed: 10/18/2005 Serial #: 583403	Issued: 4/2/2012 Pat. #: 583403
SGF.RA803.US.20 Priority Case: None	US	Title: Rebaudioside A Sweeteners SGF Holdings LLC(SGF)	Pending Filed: 2/18/2013 Serial #: 61/766063	
SGF.REBA.US.03 Priority Case: None	US	Title: High yield method of producing pure rebaudioside A SGF Holdings LLC(SGF)	Issued Filed: 10/17/2005 Serial #: 11/252430	Issued: 4/12/2011 Pat. #: 7,923,552
SGF.REBA.US.09 Priority Case: None	US	Title: Pure Rebaudioside A SGF Holdings LLC(SGF)	Pending Filed: 12/16/2010 Serial #: 12/969606 Pub #: US-2011-0124587-A1 Pub Date: 5/26/2011	

## PLANT PATENT; STEVIA PLANT NAMED 'T60'

Publication # USPP22593 P3, Publication type – Grant, Publication date - 20 Mar 2012,

Priority date - 28 Apr 2010

United States. Application Serial No. 12/799,668

# **USA TRADEMARKS;**

Mark	Registration # or Serial #	Comments
SWEET GREEN FIELDS	3876298	U.S. Trademark Registration
GREENESSE STEVIA	85601643	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
PURESSE STEVIA	85601634	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
ALTESSE STEVIA	85601693	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
OPTESSE	85601689	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
OPTESSE STEVIA	85601682	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
SWEETNESSE STEVIA	85601673	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
NATROSE FLAVOR	86255145	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
INTESSE	86312727	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages

**SECURED PROMISSORY NOTE**

**\$200,000**

**12 February, 2015**

**FOR VALUE RECEIVED**, SGF HOLDINGS LLC, a Washington limited liability company ("Maker"), hereby promises to pay to the order of **New Zealand Health Association Ltd** ("Payee"), at such place as Payee may from time to time designate in writing, the principal sum of **Two Hundred Thousand Dollars (US\$200,000)** (the "Principal Amount") in accordance with the terms set forth in this Secured Promissory Note (this "Note");

1. **Interest.** Interest shall accrue from the date of this Note on the principal balance outstanding from time to time at a fixed rate of interest equal to **Five Percent (5%)**, calculated daily, compounding monthly, and shall be added to the principal balance of this Note.

3. **Repayment.** The entire unpaid principal balance of this Note, together with all accrued but unpaid interest thereon and all other charges provided for herein, shall be due and payable in full on **1 July, 2016** (the "Maturity Date"), unless Payee agrees in writing to extend the Maturity Date. All payments under this Note shall be paid in lawful money of the United States of America.

4. **Application of Payments.** All payments made hereunder shall be applied first to late penalties or other sums owing to Payee, then to accrued interest, and last to the repayment of any remaining balance of this Note.

5. **Security.**

(a) As security for the prompt and full performance of Maker's obligations under this Note, Maker hereby grants to Payee a security interest in all of the assets of Maker, including, without limitation, all of Maker's Intellectual Property (defined herein), personal property, whether now owned or hereafter acquired, including, without limitation, goods, accounts, deposit accounts, investment property, instruments, chattel paper, documents, letters of credit rights, commercial tort claims, and general intangibles, and any and all proceeds and products of the foregoing, as such terms are defined under the Uniform Commercial Code (the "Collateral"). Maker agrees that, with respect to the Collateral, Payee shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the State of Washington, as well as those provided in this Note. Maker covenants and agrees to execute and deliver in recordable form such financing statements and other instruments and filings as are necessary to perfect such security interest in the Collateral. Maker hereby authorizes Payee to execute and file any such financing statements or continuation statements on behalf of Maker and/or without the signature of Maker to the extent permitted by law. Payee is hereby appointed the attorney-in-fact of Maker, which appointment as attorney-in-fact is irrevocable and coupled with an interest, for the purpose of perfecting its security interest



in the Collateral and for the purposes of exercising its right as a secured creditor and taking any action and executing any instruments and/or documents which Payee may deem necessary or advisable to accomplish the purposes hereof. Payee acknowledges that this security interest in the Collateral applies only to the amounts due under this Note and not to any other obligations owed by Maker to Payee. In addition, Payee will execute and deliver in reasonable form any Uniform Commercial Code termination statements or other documents to effect the termination of this security interest as soon as this Note has been paid in full.

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name or used any other name or any trade name within the five (5) year period immediately preceding the date of this Note, except as disclosed to the Payee.

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(d) Intellectual Property. Except as set forth on Schedule 6(d) hereto, as of the date of this Note, the Maker has no Intellectual Property and the Maker has no patents or trademarks issued by, or the subject of pending applications in, the United States Patent and Trademark Office or any similar office or agency in the United States or any other country. The Maker has not abandoned any pending patent or trademark application material to its business.

(e) Business Purpose. This Note evidences a loan made to Maker for the purpose of carrying on a business or commercial enterprise within the laws of the State of Washington.

(f) Compliance with Laws: Permits. The Maker is in compliance with all applicable laws, statutes, regulations and ordinances relating to the operation of its business and the maintenance and operation of its properties and assets. The Maker holds and is in compliance with all permits, licenses, bonds, approvals, certificates, registrations, accreditations and other authorizations of all foreign, federal, state and local governmental agencies required for the conduct of its business and the ownership of its properties (collectively, "Permits"). No suspension, restriction, cancellation or adverse modification of any Permits is pending or threatened, and no written notices have been received by the Company alleging the failure to hold any Permits

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any portion thereof as and when the same shall be due and payable except for any of the foregoing contested in good faith and subject to appropriate reserves.

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(i) Except in the ordinary course of its business, the Maker will not transfer or grant an exclusive or non-exclusive license relating to, or otherwise dispose of any of its Intellectual Property without the prior written consent of the Payee, which may be withheld by the Payee for any reason whatsoever in its sole discretion.

(ii) The Maker shall not file any application for the issuance of a patent or trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any other country, unless the Maker has notified the Payee in writing of such action and, upon request of the Payee, the Maker shall execute and deliver to the Payee any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by the Payee to effect an assignment of such application to the Payee.

(iii) The Maker will not do any act, nor omit to do any act, whereby any such patents or trademarks, once granted and which remain useful, in any respect, to the Maker's business, may become abandoned or unenforceable, and the Maker shall notify the Payee immediately if it knows or has reason to know of any reason why any application, material to its business, may become abandoned, invalidated or the subject of any suit.

(iv) The Maker will render any assistance reasonably necessary to the Payee without cost in any proceeding before the United States Patent and Trademark Office or any similar office or agency in the United States or any other country to maintain each application, material to the business, for any patents, copyrights, trademarks or other Intellectual Property, including, without limitation, the filing of all renewals and the payment of all annuities.

(e) Name of Business. The Maker shall not conduct business under any other name nor change or reorganize the type of business entity under which it does business except upon prior written approval of the Payee not to be unreasonably withheld. If such approval is given, the Maker guarantees that all documents, instruments and agreements reasonably requested by the Payee shall be prepared and filed at the Maker's expense before such change of name or business entity occurs.

(f) Conduct of Business. The Maker will carry on its business in a manner consistent in all respects with the ordinary course and within the terms, covenants, representations and warranties herein, and will take all commercially reasonable steps to preserve its business intact, and maintain the value of Maker as a going concern.

9. **Default.** Each of the following shall constitute an event of default under this Note (a "Default Event");

(a) Maker fails to pay any installment of principal or accrued interest due hereunder when due and payable, and such payment remains unpaid for a period of seven (7) days thereafter;

(b) the failure of the Maker to keep, observe, duly perform or comply with any term, covenant or condition contained in this Note and such failure is not cured or discharged within seven (7) days following written notice from the Payee of such failure;

(c) any representation or warranty contained herein is found to have been false or misleading in any material respect when made;

(d) the making of an assignment for the benefit of the Maker's creditors;

(e) the dissolution of the Maker;

(f) the merger, consolidation, incorporation, reorganization, recapitalization, or other readjustment of the Maker;

(g) a receiver is appointed for Maker and is not discharged within thirty (30) days after such appointment;

(h) upon the filing of a petition in bankruptcy by Maker or against Maker (in the latter case, if not dismissed within ninety (90) days after such filing);

(i) Maker ceases or threatens to cease carrying on a substantial part of its business;

(j) any other indebtedness of Maker in respect of borrowed money or credit accommodation is (A) not paid when due; or (B) becomes due and payable before its normal maturity by reason of a default or event of default, however described; and

(k) Maker breaches or threatens to breach any material agreement (as determined by Payee) to which Maker is a party.

Upon the occurrence of any Default Event, and after providing seven (7) days notice and an opportunity to cure, Payee may, declare the unpaid amount hereof to be immediately due and payable and/or exercise any and all of Payee's rights or remedies available under applicable law.

10. **Default Interest Rate.** Upon the occurrence of an Default Event and thereafter until all amounts hereunder have been paid in full, the interest rate applicable to the then outstanding balance due under this Note shall be increased by an additional two percent (2%) per annum until such Default Event is cured (the "**Default Interest Rate**").

11. **Costs of Collection.** Maker promises to pay to Payee on demand by Payee all costs and expenses incurred by Payee in connection with the collection and enforcement of this Note following the occurrence of an Default Event, including, without limitation, attorneys' fees and expenses and court costs. Any such amounts not paid within ten (10) days after demand shall bear and accrue interest at the Default Interest Rate.

12. **Failure to Exercise Rights.** Any failure by Payee to exercise any right or remedy upon the occurrence of an Default Event shall not constitute a waiver of the right to exercise the same or any other right or remedy at any subsequent time in respect to the same or any other Default Event, and no single partial exercise of any right or remedy shall preclude other or further exercise of the same or any other right or remedy. Payee shall have no duty to exercise any or all of the rights and remedies herein provided or contemplated. The acceptance by Payee of any payment hereunder that is less than payment in full of all amounts due and payable at the time of such payment shall not constitute a waiver of the right to exercise any of the foregoing rights or remedies at that time or at any subsequent time.

13. **Waiver of Protest.** Maker hereby waives presentment, protest and demand, notice of protest, and notice of dishonor, demand and nonpayment, and agrees that any payment due hereunder may be extended from time to time without in any way affecting the liability of Maker under this Note.

14. **Applicable Law.** This Note shall be governed by, and construed in accordance with, the laws of the State of Washington, without regard to principles of conflicts of law.

15. **Amendments; Waiver.** No amendment, supplement, modification, waiver or termination of this Note shall be binding unless executed in writing by each of Maker and Payee, or in the case of a waiver, by the party for whom such benefit was intended.

16. **Notice.** All notices and communications pursuant to this Agreement shall be in writing and shall be deemed properly given, delivered and effective when received if (i) personally delivered, or (ii) sent by other delivery service providing evidence of delivery, to the following:

If to Payee, to:	NEW ZEALAND HEALTH ASSOCIATION LTD
	124 Pah Road,
	Royal Oak, Auckland, New Zealand

If to Maker, to:

SGF HOLDINGS LLC  
11 Bellwether Way, Suite 305  
Bellingham, Washington 9822

or to such other address as Maker or Payee provides (in accordance herewith) to the other from time to time.


17. Successors and Assigns. This Note shall be binding upon Maker and its successors and assigns.

\* \* \* SIGNATURE PAGE FOLLOWS \* \* \*

IN WITNESS WHEREOF, Maker has caused this Secured Promissory Note to be executed under seal by its duly authorized officer, as of the date first written above.

**MAKER:**

SGF HOLDINGS LLC

By:  (SEAL)

Name: Dean Francis

Title: Chief Executive Officer

SIGNATURE PAGE TO SECURED PROMISSORY NOTE]

## **SCHEDULE 6(a)**

### **Permitted Liens**

Liens securing Maker's obligations under:

- (i) that certain Promissory Note, dated 18 February 2013, in the original principal amount of \$2,264,750.34, made by Maker in favor of New Zealand Health Association Ltd.;
- (ii) that certain Convertible Note, dated 16 April 2014, in the original principal amount of \$2,500,000, made by Maker in favor of New Zealand Health Association Limited;
- (iii) that certain Promissory Note, dated 1 June 2014, in the original principal amount of \$8,246,769.66, made by Maker in favor of Global Health & Wellness Trustee Ltd.;
- (iv) that certain Promissory Note, dated 28 July 2014, in the original principal amount of \$200,000, made by Maker in favor of New Zealand Health Association Ltd.;
- (v) that certain Promissory Note, dated 7 October 2014, in the original principal amount of \$500,000, made by Maker in favor of New Zealand Health Association Ltd.;
- (vi) that certain Promissory Note, dated 22 December 2014, in the original principal amount of \$500,000, made by Maker in favor of New Zealand Health Association Ltd.;
- (vii) that certain Promissory Note, dated 5 February 2015, in the original principal amount of \$500,000, made by Maker in favor of New Zealand Health Association Ltd.;
- (viii) any other debt instrument made by Maker in favor of any entity affiliated with or controlled by the Seventh-day Adventist denomination.



**SCHEDULE 6(c)**

**Location of Goods and Inventory**

11 Bellwether Way, Suite 305, Bellingham, WA 98225, USA

United Warehouse - 19005 64th Avenue S, Kent, WA 98032, USA

Central States Distribution Service - 3401 Lynch Creek Drive, Danville, IL 61834

Kanban Logistics, 1114 Kingsboro Rd. Rocky Mount, NC 27801

Horner International, 3427 Industrial Drive Durham, NC 27704

# SCHEDULE 6(d)

## Intellectual Property

### PATENT APPLICATIONS ENTITLED "HIGH YIELD METHOD OF PRODUCING PURE REBAUDIOSIDE A"

Case Number	Country	Title / Client Name, Client Case #	Status, Filing Date, App. Serial No. Pub. No. & Date	Pat/Reg No., Issue/Reg Date
SGF.REBA.AU.03 Priority Case: SAF-REBA-03P	Australia	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) AJP 558219	Issued Filed: 5/16/2007 Serial #: 2005295234	Issued: 7/5/2012 Pat. #: 2005295234 Expires: 10/18/2025
SGF.REBA.AU.03D1 Priority Case: SAF-REBA-03P	Australia	Title: Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) AJP 640483	Issued Filed: 8/30/2011 Serial #: 2011218644	Issued: 6/6/2013 Pat. #: 2011218644 Expires: 10/18/2025
SGF.REBA.BR.03 Priority Case: SAF-REBA-03P	Brazil	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CMxxx	Pending Filed: 10/18/2005 Serial #: P10516927-5	
SGF.REBA.CA.03 Priority Case: SAF-REBA-03P	Canada	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) P19907	Issued Filed: 4/11/2007 Serial #: 2583909	Issued: 10/1/2013 Pat. #: 2583909 Expires: 10/18/2025
SGF.REBA.CL.03 Priority Case: SAF-REBA-03P	Chile	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CMxxx	Pending Filed: No Date Serial #: 1092-2007	
SGF.REBA.CN.03 Priority Case: SAF-REBA-03P	China	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) PN 053866	Issued Filed: 10/18/2005 Serial #: 200580035685.2	Issued: 1/4/2012 Pat. #: 889574 Expires: 10/18/2025
SGF.REBA.CN.03D1 Priority Case: SAF-REBA-03P	China	Title: CN Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) PN 112076	Pending Filed: 7/26/2011 Serial #: 201110212618.0	
SGF.REBA.EP.03 Priority Case: SAF-REBA-03P	Europe	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) EP766201FZTRiro	Pending Filed: 10/18/2005 Serial #: 05810517.2	
SGF.REBA.EP.03D1 Priority Case: SAF-REBA-03P	Europe	Title: Pure and Substantially Pure Rebaudioside A SGF Holdings LLC(SGF) EP766201FZTRiro	Pending Filed: 10/14/2011 Serial #: 11.185.279.4	
SGF.REBA.IN.03 Priority Case: SAF-REBA-03P	India	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF)	Pending Filed: 10/18/2005 Serial #: 2149/CHENP/2007	

SGF.REBA.JP.03 Priority Case: SAF-REBA-03P	Japan	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) PA-35356C8	Issued Filed: 10/18/2005 Serial #: 2007- 537037	Issued: 1/18/2013 Pat. #: 5179877 Expires: 10/18/2025
SGF.REBA.JP.03D1 Priority Case: SAF-REBA-03P	Japan	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) PA-40103C8	Pending Filed: 5/14/2012 Serial #: 2012- 111441	
SGF.REBA.MY.03 Priority Case: SAF-REBA-03P	Malaysia	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CG/PAV/8129282/rad	Issued Filed: 4/13/2007 Serial #: P120070580	Issued: 8/30/2012 Pat. #: MY- 146581-A
SGF.REBA.MY.03D1 Priority Case: SGF.REBA.MY.03	Malaysia	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) CG/RAB/sie/8152223	Pending Filed: 4/13/2007 Serial #: PI 2012004944	
SGF.REBA.MX.03 Priority Case: SAF-REBA-03P	Mexico	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) JUO/EDR/MMR	Issued Filed: No Date Serial #: MX/a/2007/004472	Issued: 8/10/2011 Pat. #: 289183 Expires: 10/18/2025
SGF.REBA.MX.03D1 Priority Case: SAF-REBA-03P	Mexico	Title: MX Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) 221770/EPN/ybv	Pending Filed: 7/4/2011 Serial #: MX/a/2011/007208	
SGF.REBA.NZ.03 Priority Case: SAF-REBA-03P	New Zealand	Title: High Yield Method of Producing Pure Rebaudioside A SGF Holdings LLC(SGF) AJP.558221	Issued Filed: 5/16/2007 Serial #: 555239	Issued: 9/9/2010 Pat. #: 555239
SGF.REBA.NZ.03D1 Priority Case: SAF-REBA-03P	New Zealand	Title: NZ Divisional of "High Yield Method of Producing Pure Rebaudioside A" SGF Holdings LLC(SGF) AJP.618729	Issued Filed: 10/18/2005 Serial #: 583403	Issued: 4/2/2012 Pat. #: 583403
SGF.RA803.US.20 Priority Case: None	US	Title: Rebaudioside A Sweeteners SGF Holdings LLC(SGF)	Pending Filed: 2/18/2013 Serial #: 61/766063	
SGF.REBA.US.03 Priority Case: None	US	Title: High yield method of producing pure rebaudioside A SGF Holdings LLC(SGF)	Issued Filed: 10/17/2005 Serial #: 11/252430	Issued: 4/12/2011 Pat. #: 7,923,552
SGF.REBA.US.09 Priority Case: None	US	Title: Pure Rebaudioside A SGF Holdings LLC(SGF)	Pending Filed: 12/16/2010 Serial #: 12/969606 Pub #: US-2011- 0124587-A1 Pub Date: 5/26/2011	

## PLANT PATENT; STEVIA PLANT NAMED 'T60'

Publication # USPP22593 P3, Publication type – Grant, Publication date - 20 Mar 2012,

Priority date - 28 Apr 2010

United States. Application Serial No. 12/799,668

# **USA TRADEMARKS;**

Mark	Registration # or Serial #	Comments
SWEET GREEN FIELDS	3876298	U.S. Trademark Registration
GREENESSE STEVIA	85601643	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
PURESSE STEVIA	85601634	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
ALTESSE STEVIA	85601693	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
OPTESSE	85601689	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
OPTESSE STEVIA	85601682	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
SWEETNESSE STEVIA	85601673	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
NATROSE FLAVOR	86255145	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages
INTESSE	86312727	natural sweeteners; natural sweeteners for use in the manufacture and preparation of foods and beverages