1. ☐ **REQUEST FOR INFORMATION ONLY** PRESENT IN DUPLICATE

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

2. Debtor(s) (Last Name First) and address(es):

GRANDE MILK MARKETING COMPANY

3. Party requesting information or copies: (Name and Address)

(X) LEXIS DOCUMENT SERVICES
ENV. 801 Adlai Stevenson Drive
Springfield, IL 62703
1-800-637-8605

4. For filing officer use

DELAWARE COUNTY IOWA
FILED
2000 NO 21 PM 1:04
BOOK 2000 PAGE 3395
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
8.00

5. Filing officer please furnish a certificate showing whether there are any presently effective financing statements, financing statement changes, or certificate of title lien notations with respects to the above-named debtor(s), and, if so, giving the date and hour of each filing or certificate of title lien notation, and the name and address of each secured party. Enclosed is the fee of $5.00.

FILE NO.	NUMBER OF PAGES	DATE AND HOUR OF FILING	NAME(S) AND ADDRESS(ES) OF SECURED PARTY(IES)

CERTIFICATE: The undersigned filing officer certifies that, as of the time indicated, the above list contains all presently effective financing statements, financing statement changes, or certificate of title lien notations on file in my office which name the above debtor(s).

PH/JO
20/NOVEMBER/2000
497907-6
IF COPIES EXCEED $75.00 PLEASE CALL BEFORE PROCEEDING.

DATE

SIGNATURE OF FILING OFFICER

REQUEST FOR INFORMATION

---

1. XX **REQUEST FOR COPIES ONLY** PRESENT IN DUPLICATE

Filing officer please furnish exact copies of each page of the financing statements, financing statement changes, or certificate of title lien notations listed below which are on file in your office. Enclosed is the fee of $1.00 for each page requested. DELAWARE COUNTY

2. FILE NO.	NO. OF PAGES	DATE AND HOUR OF FILING	FILE NO.	NO. OF PAGES	DATE AND HOUR OF FILING
2000-3104	4	10-23-2000 1:25 pm			
2000-2270	4	7-28-2000 11:45 am			

CERTIFICATE: The undersigned filing officer hereby certifies that the attached pages are true and exact copies of all the available financing statements, financing statement changes, or certificate of title lien notations listed in the above request.

REORDER FROM
Registré, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN 55303
(612) 421-1713

N

November 21, 2000
DATE

Deborah L. Peyton
SIGNATURE OF FILING OFFICER

STANDARD FORM — REQUEST FOR COPIES — FORM UCC-11
Form Approved (7/1/88) By: Elaine Baxter, Secretary of State

(1) COPY FOR CERTIFICATION

(3) REQUESTING PARTIES' COPY **Remove this copy and forward balance of form intact for filing.**

Exx.
Lexis Doc. Serv.
P.O. Box 2969
Springfield IL
62708

STATE OF IOWA

UCC-3

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT CHANGES - FORM UCC-3 (rev. 792)

DELAWARE COUNTY IOWA
FILED ✓
2000 OC 23 PM 1:25
BOOK 2000 PAGE 3104
DEBORAH L. PEYTON
DELAWARE COUNTY RECORDER
12.00

This STATEMENT is presented to THE FILING OFFICER for filing pursuant to the Uniform Commercial Code:

Debtor(s) (Last Name First) and address(es)	Secured Party(s) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Grande Milk Marketing, L.L.C. 301 East Main Street LOMIRA, WI 53048	American National Bank and Trust Company of Chicago, as Agent for Secured Creditors 120 S. LaSalle Street, 2nd Floor CHICAGO, IL 60603	

This Statement refers to original Financing Statement No. G13107
Date filed: 07/28/2000, 19 __ Filed with IA-Delaware County

A. ☐ **CONTINUATION** . . . . The original financing statement bearing the file number shown above is still effective.

B. ☐ **PARTIAL RELEASE** . . . From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the property indicated below.

C. ☐ **ASSIGNMENT** . . . . . The secured party certifies that the assignee, (name and address shown below), has been assigned the secured parties rights under the financing statement bearing the file number shown above in the property indicated below.

D. ☐ **TERMINATION** . . . . . The Secured Party certifies that a security interest no longer is claimed under the financing statement bearing the file number shown above.

E. ☒ **AMENDMENT** . . . . . The financing statement bearing the above file number is changed to show ☐ Name, identity, corpoate structure, or address of Secured Party as indicated below; ☐ Name, identity, corporate structure, or address of Debtor Party as indicated below; ☐ as indicated below.

CHANGES The description of the collateral is being amended to replace Exhibit A in its entirety with the new Exhibit A attached hereto and incorporated herein.

Debtor signature(s) necessary only if filing an amendment:

_____ (Debtor)

_____ (Debtor)

Grande Milk Marketing, L.L.C.

Form Approved (1-1-95) By: PAUL D. PATE, Secretary of State

By _____ (Secured Party)
(Signature of Secured Party.) (See Instruction No. 2)

American National Bank and Trust Company of Chicago, as Agent for Secured Creditors
Type or Print all name(s) (Iowa Code 335.2)

Dated: _____, 19__

(1) FILING OFFICER COPY- ALPHABETICAL

RETURN TO:
LEXIS DOCUMENT SERVICES
135 S LASALLE ST., SUITE 2260
CHICAGO, IL 60603

EXHIBIT A
ATTACHED TO FINANCING STATEMENT
EXECUTED BY GRANDE MILK MARKETING, L.L.C.
AS DEBTOR,
IN FAVOR OF
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
AS AGENT FOR THE SECURED CREDITORS,
AS SECURED PARTY

DEBTOR:	SECURED PARTY:
Grande Milk Marketing, L.L.C. 301 East Main Street Lomira, WI 53048	American National Bank and Trust Company of Chicago, As Agent for the Secured Creditors 120 South LaSalle Street Chicago, Illinois 60603

This financing statement covers all of the following types (or items) of property of the Debtor, whether now owned or hereafter existing or acquired:

(a) accounts, chattel paper, tax refunds, contract rights, leases, leasehold interests, letters of credit, instruments, documents, documents of title, patents, copyrights, trademarks, tradenames, licenses, goodwill, beneficial interests and general intangibles, including without limitation, all right, title and interest of the Debtor in and to the Supply Agreement, the Master Agreements, the Forward Contracts, and the Funding Agreement;

(b) All goods whose sale, lease or other disposition by the Debtor has given rise to Accounts and have been returned to or repossessed or stopped in transit by the Debtor;

(c) Investment Property, including, without limitation, futures account numbers X1217 and X1309 maintained by Cargill Investor Services, Inc. for the benefit of the Debtor and all commodities contracts and investment property credited to or carried in such account;

(d) Goods, including without limitation all its consumer goods, machinery, equipment, farm products, fixtures and inventory;

(e) Liens, guaranties and other rights and privileges pertaining to any of the Collateral;

(f) Monies, reserves, deposits, deposit accounts and interest or dividends thereon, cash or cash equivalents;

(g) All property now or at any time or times hereafter in the possession, or under the control of the Secured Party, any Lender or any bailee thereof,

(h) All accessions to the foregoing, all litigation proceeds pertaining to the foregoing and all substitutions, renewals, improvements and replacements of and additions to the foregoing; and

(i) All books, records and computer records in any way relating to the Collateral herein described.

All of the aforesaid property and products and proceeds of the foregoing, including without limitation, proceeds of insurance policies insuring the foregoing are herein individually and collectively called the "Collateral".

Capitalized terms when used herein shall have the following meanings:

"Accounts" means all present and future rights of the Debtor to payment for goods sold or leased or for services rendered, which are not evidenced by instruments or chattel paper, and whether or not they have been earned by performance.

"Forward Contract" means a "Forward Contract" as defined in a Master Agreement.

"Funding Agreement" means that certain Letter Agreement, dated as of July 24, 2000, among Grande Cheese Company, an Illinois corporation ("Grande Cheese"), Debtor and the Secured Party, requiring Grande Cheese to maintain a minimum net worth of the Debtor, as it may be amended, supplemented or otherwise modified from time to time.

"Loan and Security Agreement" means the Loan and Security Agreement, dated as of July 24, 2000, among Debtor and Secured Creditors, as amended, supplemented or otherwise modified from time to time.

"Investment Property" shall have the meaning ascribed thereto in Section 9-115 of the UCC in those jurisdictions in which such definition has been adopted and shall include, without limitation (a) all securities, whether certificated or uncertificated, including, without limitation, stocks, bonds, interests in limited liability companies, partnership interests, treasury securities, certificates of deposit, and mutual fund shares; (b) all securities accounts and securities entitlements held by or for the benefit of the Debtor; (c) all commodity contracts held by or for the benefit of Debtor; and (d) all commodity accounts held by or for the benefit of the Debtor and shall include, without limitation, all margin accounts held by or for the benefit of the Debtor.

"Master Agreement" means, collectively, each Master Agreement for Fixed Forward Milk Purchase Program by and between Debtor and dairy producers and/or cooperatives as from time to time in effect, including all Forward Contracts entered into by Debtor thereunder, and all amendments, supplements and other modifications to the Master Agreements and Forward Contracts.

"Secured Creditors" means the Secured Party and each Lender from time to time party to the Loan and Security Agreement.

"Supply Agreement" means the Supply Agreement, entered into as of July 1, 2000, by and between Debtor and Grande Cheese, as amended, supplemented or otherwise modified from time to time.

Except as otherwise defined herein, the terms used herein to identify the Collateral shall have the same meaning as are assigned to such terms in the Uniform Commercial Code in effect in the State of Illinois.

Lexis Documents
P.O. Box 2969
Springfield IL
62708-2969

STATE OF IOWA

UCC - 1 (Short Form)

This FINANCING STATEMENT is presented to THE FILING OFFICER for filing pursuant to the Uniform Commerical Code:

1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	3 For Filing Officer (Date, Time, Number, and Filing Office)
Grande Milk Marketing, L.L.C. 301 East Main Street LOMIRA, WI 53048	American National Bank and Trust Company of Chicago, as Agent for Secured Creditors 120 S. LaSalle Street, 2nd Floor CHICAGO, IL 60603	DELAWARE COUNTY IOWA FILED 2000 JUL 28 AM 11:45 BOOK 200 PAGE 220 DEBORAH L. BURTON DELAWARE CO. RECORDER 12.00 6/3/07 Amendment #1 2000 Ag 3104

4 This Financing Statement covers the following types or items of property:
See Exhibit A attached hereto and made a part hereof.

5 Name and Address of Assignee

6 Describe real estate (See instruction #4)

7 Check if applicable: ☒ Products of Collateral are Covered. ☐ Debtor is a transmitting utility as defined in UCC 9 105(1)

3 exhibits

Secured party or other appropriate signature may be substituted for debtor(s) signature only in cases covered by UCC 9-402(2), and 9-408 and must be identified as such when used.

IA-Delaware County

Form Approved (1-1-95) By: PAUL D. PATE, Secretary of State

(1) FILING OFFICER COPY- ALPHABETICAL

8. _____
Signature of Debtor

_____
Signature of Debtor

Grande Milk Marketing, ~~L.L.C.~~
Type or Print all names (Iowa Code 335.2)

John Fridrici,
President

EXHIBIT A
ATTACHED TO FINANCING STATEMENT
EXECUTED BY GRANDE MILK MARKETING, L.L.C.
AS DEBTOR,
IN FAVOR OF
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
AS AGENT FOR THE SECURED CREDITORS,
AS SECURED PARTY

DEBTOR:

Grande Milk Marketing, L.L.C.
301 East Main Street
Lomira, WI 53048

SECURED PARTY:

American National Bank and Trust
Company of Chicago,
As Agent for the Secured Creditors
120 South LaSalle Street
Chicago, Illinois 60603

This financing statement covers all of the following types (or items) of property of the Debtor, whether now owned or hereafter existing or acquired:

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(b) All goods whose sale, lease or other disposition by the Debtor has given rise to Accounts and have been returned to or repossessed or stopped in transit by the Debtor;

(c) Investment Property, including, without limitation, futures account no. X1217 maintained by Cargill Investor Services, Inc. for the benefit of the Debtor and all commodities contracts and investment property credited to or carried in such account;

(d) Goods, including without limitation all its consumer goods, machinery, equipment, farm products, fixtures and inventory;

(e) Liens, guaranties and other rights and privileges pertaining to any of the Collateral;

(f) Monies, reserves, deposits, deposit accounts and interest or dividends thereon, cash or cash equivalents;

(g) All property now or at any time or times hereafter in the possession, or under the control of the Secured Party, any Lender or any bailee thereof,

(h) All accessions to the foregoing, all litigation proceeds pertaining to the foregoing and all substitutions, renewals, improvements and replacements of and additions to the foregoing; and

(i) All books, records and computer records in any way relating to the Collateral herein described.

All of the aforesaid property and products and proceeds of the foregoing, including without limitation, proceeds of insurance policies insuring the foregoing are herein individually and collectively called the "Collateral".

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Except as otherwise defined herein, the terms used herein to identify the Collateral shall have the same meaning as are assigned to such terms in the Uniform Commercial Code in effect in the State of Illinois.