DELAWARE COUNTY IOWA
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BOOK 3 PAGE 5614
DEBORAH L. BEAN
DELAWARE COUNTY RECORDER
36.00

James T. Peters
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Prepared by Michael L. Tuft, Attorney for
CoBANK, ACB,
Contact Person: Bill LeBlanc
P.O. Box 5110, Denver, CO 80217
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AMENDMENT TO MORTGAGE - IOWA

This Amendment, to a Mortgage dated November 19, 2001, is entered into by and between **SWISS VALLEY FARMS, CO.,** P.O. Box 4493, Davenport, Iowa 52808-4493 (hereinafter "Mortgagor"), and **CoBANK, ACB**, P.O. 5110, Denver, CO 80217(hereinafter "Mortgagee").

WHEREAS, on November 19, 2001, Mortgagor executed and delivered to Mortgagee a Mortgage covering certain real estate in Delaware County, Iowa, which Mortgage was recorded on December 10, 2001, in Book 2001, at Page 4477, of the Mortgage Records of **Delaware County, Iowa**; and

WHEREAS, said Mortgage states by its terms that the ultimate amount to be advanced under its terms shall not exceed $116,000,000.00, and that all future advances would be made by November 20, 2018; and

WHEREAS, a certain Master Loan Agreement dated November 19, 2001, Supplements thereto dated November 19, 2001, any additional Supplements or Amendments thereto, and promissory notes were executed and Mortgagee intends to continue to make future advances to Mortgagor; and

WHEREAS, the parties hereto agree to amend the Mortgage dated November 19, 2001, to add additional property in Delaware County as set forth in the attached Exhibit A, and to more clearly set forth the terms of the Mortgage, as amended; and

WHEREAS, the parties hereto agree that this Amendment to Mortgage, as well as previous documents and agreements entered into between Mortgagor and Mortgagee, are binding upon the undersigned, their successors and assigns.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the parties agree as follows:

NOW, THEREFORE, BE IT RESOLVED, that it is hereby agreed that this mortgage is hereby amended to delete the reference to a Master Loan Agreement dated November 19, 2001, and Supplements to said Master Loan Agreement and to now reference the fact that loans, indebtedness, liabilities and obligations now existing or hereinafter entered into between the Mortgagor and Mortgagee will be evidenced by the Loan Document(s) entered into between the Mortgagor and the Mortgagee as of a date subsequent to the date of this Mortgage which is set forth above.

1. The maximum outstanding principal amount of all future advances and loans to be advanced under the terms of this Mortgage (exclusive of sums advanced to protect and preserve the Property covered by this Mortgage and further exclusive of all interest, fees, costs and expenses paid or to be paid under all such advances and loans) shall remain $116,000,000.00.

(NOTICE: This Mortgage secures credit in the amount of $116,000,000.00. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.)

2. The Mortgage does hereby include the real property described on Exhibit A attached hereto, together with all improvements now or hereafter erected on the foregoing described property, and all easements, rights appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the foregoing described property, and all replacements and additions thereto.

3. The final date by which said future advances must be incurred shall remain November 20, 2018.

4. The Mortgage dated November 19, 2001, as amended hereby, is to continue to serve as collateral for all past, current and future loans, indebtedness, liabilities and obligations of every kind and nature which currently exist or may exist in the future between the Mortgagor and the Mortgagee.

5. All terms and conditions of the Mortgage shall remain in full force and effect except insofar as changed by this Amendment, and shall continue as a lien upon the property described therein.

(Signatures on next page)

IN WITNESS WHEREOF, the Mortgagor and Mortgagee have executed this Amendment to Mortgage on the date noted below their signatures.

SWISS VALLEY FARMS, CO.

By: Gerald Bratland
Gerald Bratland
President

Attest:

By: Pam Bolin
[ ] Assistant Secretary [✓] Secretary

CoBANK, ACB

By: Penny Probasco
Penny Probasco
Assistant Corporate Secretary

May 13, 2003

Attest:

By: Valerie Sample
Valerie Sample
Assistant Corporate Secretary

SWISS VALLEY FARMS, CO. ACKNOWLEDGMENT

STATE OF IOWA)
)ss.
COUNTY OF Scott)

Before me Laurie Inghram, a Notary Public in and for said County and State, on this 29th day of April, 2003, personally appeared Gerald Bratland and Pam Bolin to me personally known, who, being by me duly sworn did say that they are the President and ~~Assistant~~ Secretary, respectively, of SWISS VALLEY FARMS, CO.; and that the instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that said officers above named, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, and by it voluntarily executed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal at Swiss Valley Farms Board room, in said County, the day and year last above written.

Laurie Inghram
Notary Public in and for said County and State

My commission expires 5/3/06.

NOTARIAL SEAL IOWA
LAURIE INGHRAM
Commission No. 155978
My Commission Expires
5/3/06

COBANK, ACB ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

Before me, William LeBlanc III, a notary public in and for said County and State, on this 13th day of May, 2003, personally appeared Penny Probasco and Valerie Sample, to me personally known, who, being by me duly sworn did say that they are each an Assistant Corporate Secretary of CoBank, ACB, and that the instrument was signed and sealed on behalf of said entity and that said officers named above name, acknowledged the execution of said instrument to be the voluntary act and deed of said entity, and by it voluntarily executed.

Witness my hand and official seal.

(Seal)

WILLIAM LEBLANC III
NOTARY PUBLIC
STATE OF COLORADO

William LeBlanc III
William LeBlanc III, Notary Public

My commission expires May 2, 2004.

EXHIBIT A

SWISS VALLEY FARMS, CO.
Davenport, Iowa

Delaware County, Iowa:

Tract I:

That part of Lot 12 of the Subdivision of the East 3/4 of the South 1/2 of Section 32, Township 89 North, Range 5, West of the Fifth Principal Meridian, according to plat recorded in Book A Plats, Page 5, described as commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 32 and running thence East 33.0 feet; thence North 948.0 feet to a point on the North line of railroad spur easement, said point being the point of beginning; thence North 325.0 feet; thence East 374.0 feet; thence Southwesterly 536.6 feet along the Northerly line of the railroad spur easement, concave Northwesterly, with a radius of 390.3 feet to the point of beginning, subject to sewer easement on Southerly 45.0 feet of said tract.

Tract II:

That part of Lot 12 of the Subdivision of the East 3/4 of the South 1/2 of Section 32, Township 89 North, Range 5, West of the Fifth P.M., according to plat recorded in Book A Plats, Page 5, described as commencing at the Southwest corner of Lot 11 of said Subdivision, and running thence South 200.0 feet; thence East to the right of way of the Illinois Central Gulf Railroad Company; thence North along said right of way to a point directly East of the point of beginning; thence West to the point of beginning.

Tract III:

That part of the North-west Quarter (NW¼) of the Southeast Quarter (SE¼) of Section Twenty (20), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M. described as a strip of land of the uniform width of seventy five (75.0) feet, being fifty (50.0) feet on the East side and twenty five (25.0) feet on the West side of the following described center line of the Manchester & Oneida Railway: Beginning at Station 84+48 5/10 which said Station is the point of intersection of said center line of said Railway and the North line of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section Twenty (20), at a distance of four hundred eighty seven (487.0) feet West of the intersection of the West line of Franklin Street in Manchester, Iowa, produced North, and said North line of Northwest Quarter (NW¼) of the South-east Quarter (SE¼), running thence Southerly on a curved line to the East

with a radius of one thousand nine hundred ten (1910.0) feet, one thousand one hundred twenty five and one-half (1125½) feet to Station 73+23 on the West line of Lot Two (2) of Wm. Acers' Subdivision of part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section Twenty (20), also that part adjacent to and immediately West of said Lot Two (2) which lies within twenty five (25.0) feet of said center line of said Railway, excepting that part of above described tract which is included in said Lot Two (2) of Wm. Acers' Subdivision; also that part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section Twenty (20) described as commencing at a point on the West line of the right of way of said Manchester & Oneida Railway Company eight hundred (800.0) feet North of the South line of said Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), and running thence South along the West line of said right of way to the point where said line crosses the East line of Lot Three (3) of Wm. Acers' Subdivision of part of Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) of said Section Twenty (20), thence South to the South line of said Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), thence West along said South line of said Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) a distance of one hundred thirty (130.0) feet, thence North in a straight line to the point of beginning; and that part of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) and of Lot One (1) of the Subdivision of the North one half (N½) of the Southwest Quarter (SW¼) of Section Twenty (20), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M. described as commencing at a point on the West line of the former Manchester & Oneida Railroad Company right of way, which point is two hundred sixty four (264.0) feet North of the South line of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼) and thirty eight and six-tenths (38.6) feet East of the East line of Lot One (1) of the Subdivision of the North one half (N½) of the Southwest Quarter (SW¼), thence West sixty five (65.0) feet, thence North parallel with the East line of Lot One (1) one hundred sixty nine (169.0) feet, thence East to the West line of the former Manchester & Oneida Railway Company right of way, thence Southerly along the West line of said Manchester & Oneida Railway Company right of way to the point of beginning.