Book 2011 Page 2715
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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by, and after recording, return to:
Melanie N. Ferguson
CoBank, ACB
P.O. Box 5110
Denver, CO 80217
Attention: Collateral Department
Phone: 800-542-8072

Taxpayer:
Innovative Ag Services Co.
2010 South Main Street
Monticello, IA 52310
Legal Description: See Exhibit A; pg. 5

AMENDMENT TO MORTGAGE

This Amendment to Mortgage (the "Amendment") is entered into as of August 25, 2011, by and between **INNOVATIVE AG SERVICES CO.** (a/k/a Innovative Ag Services Co., an Illinois agricultural cooperative), with its address at 2010 South Main Street, Monticello, Iowa 52310, a cooperative association, ("Mortgagor"), and **CoBANK, ACB**, with offices at 5500 S. Quebec Street, Greenwood Village, Colorado 80111, a federally chartered instrumentality of the United States ("Mortgagee").

WHEREAS, Mortgagor executed and delivered to Mortgagee the Amended and Restated Real Estate Mortgage ("Mortgage") dated as of May 17, 2010 and recorded:

On May 28, 2010, in Book 2010, at page 1643, of the real estate or mortgage records of Delaware County, State of Iowa.

WHEREAS, Mortgagor and Mortgagee wish to increase the Maximum Debt Limit secured by the Mortgage to $382,000,000.00.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The third paragraph on the cover sheet of the Mortgage is amended and restated to read as follows:

NOTICE: THIS AMENDED AND RESTATED MORTGAGE SECURES CREDIT IN THE AMOUNT OF $382,000,000.00. 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 Maximum Debt Limit definition in Article 1, page 3, of the Mortgage, is amended and restated to read as follows:

Maximum Debt Limit shall mean $382,000,000.00 at any one time outstanding.

3. The Mortgage, as amended hereby, continues to serve as security 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.

4. This Amendment shall not be construed as a novation of the promissory note(s) or other obligations secured by the Mortgage.

5. All terms and conditions of the Mortgage shall remain in full force and effect except as amended by this Amendment, and in all other respects are fully confirmed and ratified, and the Mortgage shall continue as a lien upon all the real property described in Exhibit A attached thereto and hereto.

IN WITNESS WHEREOF, the Mortgagor and Mortgagee have executed this Amendment to Mortgage as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

INNOVATIVE AG SERVICES CO. (a/k/a Innovative Ag Services Co., an Illinois agricultural cooperative), Mortgagor

By: Brenda Hoefler
Printed Name: Brenda Hoefler
Title: CFO

STATE OF IOWA)
)
COUNTY OF Jones)

This instrument was acknowledged before me on this 29th day of August, 2011, by Brenda Hoefler as CFO of Innovative Ag Services Co. (a/k/a Innovative Ag Services Co., an Illinois agricultural cooperative).

(SEAL)

PATRICIA SCHUCHMANN
Commission Number 763209
My Commission Expires
May 26, 2013

Patricia Schuchmann
Notary Public
Printed Name: PATRICIA SCHUCHMANN
NOTARY PUBLIC
Title (and Rank)

My commission expires: May 26, 2013

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CoBANK, ACB, Mortgagee

By: _____

Printed Name: Alex Georgievski

Title: Assistant Corporate Secretary

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 25th day of August, 2011, by Alex Georgievski, as Assistant Corporate Secretary of CoBank, ACB, a federally chartered instrumentality of the United States.

Witness my hand and official seal.

(SEAL)

By: _____

Notary Public

My commission expires: Dec. 14, 2013

JESSICA TINDALL NOTARY PUBLIC STATE OF COLORADO

EXHIBIT A
To
Amendment to Mortgage

1. Legal descriptions of real property in which the Mortgagor has a fee estate:

Delaware County, Iowa

The following parcels located in Delaware County, State of Iowa:

PARCEL 1:
TRACT 1:
Lots Seven (7), Eight (8), Nine (9) and Ten (10), Block Ten (10) of H.A. Carter's Third Addition to Hopkinton, Iowa, according to plat recorded in Book 19 L.D., Page 104A; and that part of the East one-half (E ½) of the Southwest Quarter (SW ¼) of Section Eighteen (18), Township Eighty Seven (87) North, Range Three (3), West of the Fifth Principal Meridian described as commencing at the Northeast corner of Lot Nine (9) of Block Ten (10) of H.A. Carter's Third Addition to Hopkinton, and running thence South 27°00' West four hundred seventeen (417.0) feet to the Southeast corner of Lot Ten (10) of said Block Ten (10), thence North 63°00' West one hundred forty six and five-tenths (146.5) feet along the South line of said Lot Ten (10), thence South 27°00' West one hundred seventy two (172.0) feet to the North line of Third Street in Hopkinton, Iowa, thence South 63°00' East along the extended North line of Third Street to the East line of the East one-half (E 1/2) of the Southwest quarter (SW ¼), thence North 0° 51' East along said East line to the South line of Grove Street in Hopkinton, Iowa, thence North 63°00' West along the South line of Grove Street to the Northeast corner of Lot Nine (9) of Block Ten (10) of H.A. Carter's Third Addition to Hopkinton, which point was the point of beginning, from the 27th day of April, 1982, at 8:00 o'clock A.M. to the 20th day of May, 2005, at 8:00 o'clock A.M.

AND BEING a portion of the same property conveyed to Innovative AG Services Co., an Illinois agricultural cooperative from Swiss Valley Farms, Co., an Illinois agricultural cooperative f/k/a Mississippi Valley Milk Producers Ass. Inc. by Warranty Deed dated June 27, 2005 and recorded July 05, 2005 in Deed Book 2005, Page 2318.

Tax Parcel Nos. 610000800100, 410180001000

TRACT 2:
Lots Eleven (11) and Twelve (12), Block Two (2), Hopkinton Addition by H.A. Carter, according to plat recorded in Book E. L. D., Page 529.

AND BEING a portion of the same property conveyed to Innovative AG Services Co., an Illinois agricultural cooperative from Swiss Valley Farms, Co., an Illinois agricultural cooperative f/k/a Mississippi Valley Milk Producers Ass. Inc. by Warranty Deed dated June 27, 2005 and recorded July 05, 2005 in Deed Book 2005, Page 2318.

Tax Parcel No. 610000701100

PARCEL 2:
TRACT 1:
That part of Lot Twelve (12) of the Subdivision of the East three-fourths (E ¼) of the South one-half (S 1/2) of Section Thirty Two (32), Township Eighty Nine (89) North, Range Five (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 Eleven (11) of said Subdivision, and running thence South two hundred (200) 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; also that part of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section Thirty Two (32), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., being a part of said Lot Twelve (12), described as commencing at the Southwest corner of said Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼), thence East thirty three (33) feet, thence North nine hundred forty-eight (948) feet to a point on the North line of the railroad spur easement, said point being the point of beginning, thence North three hundred twenty five (325) feet, thence East three hundred seventy four (374) feet, thence Southwesterly five hundred thirty six and six-tenths (536.6) feet along the Northerly line of the railroad spur easement, concave Northwesterly, with a radius of three hundred ninety and three- tenths (390.3) feet to the point of beginning, the West line of said Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) is assumed to bear due North and South, from the 15th day of December, 2003, at 8:00 O'clock A.M. to the 20th day of May, 2005, at 8:00 o'clock A.M.

AND BEING a portion of the same property conveyed to Innovative AG Services Co., an Illinois agricultural cooperative from Swiss Valley Farms, Co., an Illinois agricultural cooperative by Warranty Deed dated June 27, 2005 and recorded July 05, 2005 in Deed Book 2005, Page 2320.

Tax Parcel No. 631323003400

TRACT 2:
Lot 2, of Innovative AG. Services Addition Final Plat dated December 03, 2007 and recorded December 13, 2007 in Book 2007, Page 3991.

Together with and subject to an easement for ingress and egress in favor of Innovative Ag Services Co. reserved in Quit Claim Deed dated June 17, 2007 and recorded June 19, 2007 in Deed Book 2007, Page 2353.

Together with and subject to a 26' wide easement for Ingress/Egress and Utility reserved on Innovative AG. Services Addition Final Plat dated December 03, 2007 and recorded December 13, 2007 in Book 2007, Page 3991.

AND BEING a portion of the same property conveyed to Innovative AG Services Co., an Illinois agricultural cooperative from Swiss Valley Farms, Co., an Illinois agricultural cooperative by Warranty Deed dated June 27, 2005 and recorded July 05, 2005 in Deed Book 2005, Page 2320.

Tax Parcel No. 630204008400

2. Legal descriptions of real property in which the Mortgagor has a leasehold estate:

None.