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Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2012 PG: 2931

AMENDED AND RESTATED REAL ESTATE MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING

Recorder's Cover Sheet

Preparer Information:
Stacey L. Braybrook
Faegre Baker Daniels LLP
2200 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402
Telephone: (612) 766-7000

Taxpayer Information:
Not applicable

Return Document To:
Chicago Title Insurance Company
Attn: Matt Sauro
171 N. Clark Street, 3rd Floor
Chicago, IL 60601

Mortgagor:
Innovative Ag Services Co.

Mortgagee:
CoBank, ACB, as Administrative Agent

Legal Description: See Exhibit "A" on pages 21 + 22

THIS INSTRUMENT CONSTITUTES A MORTGAGE COVERING REAL PROPERTY AND FIXTURES AND IS TO BE CROSS INDEXED IN ALL INDICES IN WHICH ARE RECORDED LIENS, MORTGAGES, OR OTHER ENCUMBRANCES AGAINST REAL PROPERTY AND FIXTURES, INCLUDING THE MORTGAGE INDEX AND THE UCC INDEX.

THIS INSTRUMENT CONSTITUTES A LIEN ON ALL AFTER ACQUIRED PROPERTY OF THE MORTGAGOR.

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF $680,600,000. 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.

THIS AMENDED AND RESTATED REAL ESTATE MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING, dated as of August 29th, 2012, is made by INNOVATIVE AG SERVICES CO. (hereinafter called the "Mortgagor"), a cooperative association existing under the laws of the State of Illinois, in favor of CoBANK, ACB, a federally chartered instrumentality of the United States (**"CoBank"**), in its capacity as Administrative Agent for and on behalf of each lender (each, a "Lender") from time to time a party to the Credit Agreement (as defined below) (hereinafter called the "Mortgagee")

WHEREAS, the Mortgagor previously entered into that certain Real Estate Mortgage dated as of January 9, 2007, in favor of CoBank, ACB, which was recorded February 7, 2007, in Book 2007, Page 386, records of Delaware County, Iowa, which secured the original principal amount of $50,000,000, and encumbered certain property in Delaware County, Iowa, as described therein, as partially released by that certain Partial Release of Mortgage recorded October 15, 2007 in Deed Book 2007, Page 3371, as amended by that certain Amended and Restated Real Estate Mortgage recorded on November 4, 2008, in Deed Book 2008, Page 3424, as amended by that certain Amended and Restated Mortgage, made as of May 17, 2010 and recorded May 28, 2010, filed in Book 2010, Page 1643, records of Delaware County, Iowa as amended by that certain Amendment to Mortgage dated as of August 25, 2011 and recoded August 30, 2011, filed in Book 2011, Page 2715, records of Delaware County, Iowa (as further amended, restated, supplemented or otherwise modified prior to the date hereof, the **"Original Mortgage"**);

WHEREAS, the Original Mortgage secured payment of certain debts, liabilities and obligations to and in favor of CoBank, ACB, which continue as debts, liabilities and obligations of the Mortgagor under that certain Amended and Restated Credit Agreement dated as of December 27, 2011, by and among the Mortgagor, as borrower, CoBank and certain other Lender Parties from time to time party thereto, and the Mortgagee (as amended, restated or otherwise modified from time to time, the **"Credit Agreement"**);

WHEREAS, pursuant to the terms and conditions of the Credit Agreement, the Mortgagor and the Mortgagee wish to amend and restate the Original Mortgage in its entirety in accordance with the terms and provisions of this Mortgage and it is the intent of the Mortgagor that this Mortgage shall maintain the same priority established by the Original Mortgage. It is the intent of the Mortgagor and the Mortgagee that the Mortgage is senior to any intervening liens that may have been entered since the filing of the Original Mortgage;

NOW, THEREFORE, for Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the parties hereto covenant and agree as follows:

ARTICLE I.

DEFINITIONS

Section 1.01. Definitions. All terms defined in the Credit Agreement that are not otherwise defined herein shall have the meanings given them in the Credit Agreement. Terms defined in this Mortgage include the plural as well as the singular. Accounting terms used in this Mortgage but not otherwise defined herein shall have the meanings given them under GAAP.

ARTICLE II.

GRANTING CLAUSES

Section 2.01. Granting Clauses. In order to secure (a) the payment and performance of the Obligations, whether such Obligations are made pursuant to a commitment, made at the option of the Mortgagee or any other Lender Party, made after a reduction to zero or other balance, or made otherwise, and (b) the performance of all of the covenants, agreements and provisions of the Mortgagor contained in the Credit Agreement, this Mortgage or the other Loan Documents, the Mortgagor, in consideration of the premises, does hereby grant, bargain, sell, alienate, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm unto the Mortgagee, and its respective assigns, the following (all of which are hereinafter collectively called the "Mortgaged Property"):

All right, title and interest of the Mortgagor in and to those fee and leasehold estates in real property described in Exhibit A attached hereto (hereinafter called the "**Land**"), together with all of its right, title and interest in (i) all of the buildings, structures and other improvements now standing or at any time hereafter constructed or placed upon the Land; (ii) all lighting, heating, ventilating, air-conditioning, sprinkling and plumbing fixtures, water and power systems, engines and machinery, boilers, furnaces, oil burners, elevators and motors, communication systems, dynamos, transformers, electrical equipment and all other fixtures of every description located in or on, or used, or intended to be used in connection with the Land or any building now or hereafter located thereon; (iii) all hereditaments, easements, appurtenances, riparian rights, rents, issues, profits, condemnation awards, insurance proceeds or payments, mineral rights and water rights now or hereafter belonging or in any way pertaining to the Land or to any building now or hereafter located thereon and all the estates, rights and interests of the Mortgagor in the Land; (iv) all building materials, furniture, furnishings, maintenance equipment and all other personal property now or hereafter located in, or on, or used, or intended to be used in connection with the Land or any building now or hereafter located thereon and all replacements and additions thereto; (v) all additions, accessions, increases, parts, fittings, accessories, replacements, substitutions, betterments, repairs and proceeds to, of or for any and all of the foregoing; and (vi) any and all after-acquired interest of the Mortgagor in any of the foregoing, including the Land.

TOGETHER WITH all easements, rights, rights-of-way, strips and gores of land, alleys, sewer rights, water and water rights relating to the Land, including reversions and remainders, if

any, of the Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street or highway adjoining the Land.

TOGETHER WITH all leases, subleases, licenses, and other agreements affecting the use, enjoyment or occupancy of the Land, now or hereafter entered into, together with any extensions thereof and guarantees relating thereto (collectively, the "**Leases**"), and all rents, issues, revenues, profits, fees, charges, accounts, income, and other sums payable under the Leases, all tenant security and other deposits, oil and gas or other mineral royalties, bonuses and rents, revenues, issues and profits relating to the Land (collectively, the "**Rents**").

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee and its respective assigns, to secure the payment and performance of the Obligations, including, without limitation, the performance of the covenants, agreements and provisions contained herein and in the Credit Agreement and the other Loan Documents, and for the uses and purposes and upon the terms, conditions, provisos and agreements hereinafter expressed and declared.

The total amount of principal secured by this Mortgage may be increased or decreased from time to time, but the total unpaid principal balance so secured at any one time shall not exceed the maximum principal amount of $680,600,000 plus interest thereon at the applicable rate therefore and any disbursements made under the Credit Agreement or this Mortgage including, without limitation, the payment of taxes, assessments, levies, insurance premiums, attorneys' fees, costs incurred for the protection of the Mortgaged Property, or otherwise with interest on such disbursements at the rate specified in the Credit Agreement, from time to time. It is agreed that any additional sum or sums loaned, advanced, or readvanced by the Mortgagee or any other Lender Party pursuant to the terms of this Mortgage, the Credit Agreement or any other Loan Document after the date of the execution hereof shall be equally secured with, and have the same priority as, the original principal loaned or advanced and shall be subject to all of the terms, provisions, and conditions of this Mortgage, whether or not, in the case of loans, advances, or readvances, such additional loans or advances or readvances are evidenced by Notes of the Mortgagor and whether or not identified by a recital that it or they are secured by this Mortgage.

ARTICLE III.

PARTICULAR REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE MORTGAGOR

The Mortgagor represents, warrants and, except as otherwise permitted by the Mortgagee, covenants with the Mortgagee as follows:

Section 3.01. Authority to Execute and Deliver this Mortgage; All Action Taken; Enforceable Obligations. The Mortgagor is authorized under its articles of incorporation and bylaws or other applicable organizational documents, all applicable laws, and by appropriate corporate or organizational action to execute and deliver this Mortgage; and this Mortgage is, and any amendment, supplement or restatement of this Mortgage, when executed and delivered will

be, the legal, valid and binding obligations of the Mortgagor which are enforceable in accordance with their respective terms.

Section 3.02. Authority to Mortgage Property; No Liens; Exception for Permitted Liens; Mortgagor to Defend Title and Remove Liens. The Mortgagor has good and marketable title to all fee estates in the Land and good, right and lawful authority to mortgage the Mortgaged Property for the purposes herein expressed. The Mortgaged Property is free and clear of any Lien affecting the title thereto, except Permitted Liens. The Mortgagor will, so long as any of the Obligations remain unpaid or any Commitment remains outstanding, maintain and preserve the Lien of this Mortgage superior to all other Liens, other than Permitted Liens, and will forever warrant and defend the title to the Mortgaged Property against any and all claims and demands (other than Permitted Liens).

Section 3.03. No Encumbrances on Mortgaged Property. The Mortgagor will not create, incur, suffer or permit to exist any Lien on any of the Mortgaged Property, except for Permitted Liens. Except for claims giving rise to Permitted Liens, except to the extent expressly permitted by the Credit Agreement, the Mortgagor will promptly pay or discharge any and all obligations for or on account of which any such Lien might exist.

Section 3.04. Sale or Transfer of Mortgaged Property. The Mortgagor shall not sell, lease or transfer any of the Mortgaged Property to any person or entity except as permitted in the Credit Agreement.

Section 3.05. Payment of Obligations. The Mortgagor will duly and punctually pay all Obligations, at the dates and places and in the manner provided in the Credit Agreement, and all other sums becoming due hereunder.

Section 3.06. Preservation of Franchises and Compliance with Laws. The Mortgagor will take or cause to be taken all such action as may from time to time be necessary to obtain, preserve and renew all franchises, rights of way, easements, permits, and licenses now or hereafter granted or upon it conferred necessary to the operations of the Mortgagor, and will comply in all material respects with all laws, ordinances, regulations, and requirements applicable to it or the Mortgaged Property.

Section 3.07. Maintenance of Mortgaged Property. The Mortgagor will (a) at all times maintain and preserve the Mortgaged Property and each and every material part and parcel thereof in good repair, working order and condition, ordinary wear and tear excepted, and in material compliance with all applicable laws, ordinances, regulations, and requirements, (b) from time to time make all needed and proper repairs, renewals, and replacements, and useful and proper alterations, additions, betterments and improvements, and (c) subject to contingencies beyond its reasonable control, at all times keep its plant and properties in continuous operating condition.

Section 3.08. Insurance.

(A) **Risks to be Insured.** The Mortgagor, at its sole cost and expense, shall maintain insurance of the following character:

(1) Insurance on the buildings and other improvements now existing or hereafter erected on the Land and on the fixtures and personal property included in the Mortgaged Property against loss by fire and other hazards covered by the so-called "all-risk" (or special causes of loss) form of policy without a co-insurance clause in an amount equal to the full replacement cost thereof (without deduction for depreciation) as such replacement cost shall be determined from time to time at the request of the Mortgagee pursuant to the following sentence. The Mortgagor shall at its sole cost and expense, from time to time and at any time, at the request of the Mortgagee, provide the Mortgagee with evidence satisfactory to the Mortgagee of the replacement cost of the Mortgaged Property. While any building or other improvement is in the course of being constructed or rebuilt on the Land, the Mortgagor shall provide the aforesaid hazard insurance in builder's risk completed value form, including coverage available on the so-called "all-risk" (or special causes of loss) non-reporting form of policy for an amount equal to 100% of the insurable replacement value of such building or other improvement.

(2) If the Mortgaged Property includes steam boilers or other equipment for the generation or transmission of steam, insurance against loss or damage by explosion, rupture or bursting of steam boilers, pipes, turbines, engines and other pressure vessels and equipment, without a co-insurance clause and in an amount as is usually carried by companies engaged in similar business and owning similar properties in the same vicinity in which Mortgagor operates.

(3) Comprehensive general liability insurance protecting against claims arising from any accident or other occurrence in or upon the Mortgaged Property in an amount as is usually carried by companies engaged in similar business and owning similar properties in the same vicinity in which Mortgagor operates.

(4) If the Land or any part thereof is located in a Special Flood Hazard Area as determined by the Federal Emergency Management Agency, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Land in an amount equal to the lesser of the appraised value of the buildings or improvements in the flood hazard area or the maximum limit of coverage made available with respect to such buildings and improvements under the Federal Flood Disaster Protection Act of 1973, as amended, and the regulations issued thereunder.

(5) While any building or improvement is in the course of being constructed, renovated or rebuilt on the Land, such worker's compensation insurance as is required by statute.

(B) **Policy Provisions.** All insurance policies and renewals thereof maintained by the Mortgagor pursuant to Sections (A)(1) through(A)(3) above shall be written by an insurance carrier satisfactory to the Mortgagee, shall contain a standard mortgagee clause in favor of and in form acceptable to the Mortgagee (except in the case of insurance policies referred to in Section (A)(3) above, for which the Mortgagee shall be named as an additional insured), and

shall contain an agreement of the insurer that it will not cancel or modify the policy except after 30 days' prior written notice to the Mortgagee. The insurance maintained pursuant to Sections (A)(4) and (A)(5) shall also be written by an insurance carrier acceptable to the Mortgagee in its reasonable discretion.

(C) **Delivery of Policy**. On or prior to the Closing Date, the Mortgagor shall deliver to the Mortgagee copies of policies satisfactory to the Mortgagee evidencing the insurance which is required under Sections (A)(1) through (A)(3), and certificates evidencing the insurance which is required under Sections (A)(4) and (A)(5).

(D) **Assignment of Policy.** If the Mortgaged Property is sold at a foreclosure sale or if the Mortgagee otherwise acquires title to the Mortgaged Property, the Mortgagee shall, to the fullest extent permitted under such insurance policies, have all of the right, title and interest of the Mortgagor in and to any insurance policies required under Sections 3.08 (A)(1) through (A)(3) hereof and the unearned premiums thereon and in and to the proceeds resulting from any damage to the Mortgaged Property prior to such sale or acquisition.

(E) **Notice of Damage or Destruction; Adjusting Loss.** If the Mortgaged Property or any part thereof shall be damaged or destroyed by fire or other casualty, the Mortgagor shall promptly give written notice thereof to the insurance carrier and the Mortgagee, and shall not adjust any damage or loss that is estimated by the Mortgagee in good faith to exceed $1,000,000 unless the Mortgagee shall have joined in such adjustment; but if a Default or an Event of Default shall at any time occur and be continuing or if there has been no adjustment of any such damage or loss within 180 days from the date of occurrence thereof, the Mortgagee may alone make proof of loss, adjust and compromise any claim under the policies and appear in and prosecute any action arising from such policies. In connection therewith, the Mortgagor does hereby irrevocably authorize, empower and appoint the Mortgagee as attorney-in-fact for the Mortgagor (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of the Mortgagor.

(F) **Application of Insurance Proceeds.** Subject to Section 2.15(g) of the Credit Agreement: (i) all sums paid under any insurance policy required in Sections 3.08 (A)(1), (A)(2) and (A)(4) in excess of $1,000,000 shall be paid to the Mortgagee, and (ii) at its option (but subject to Section 3.08(G) below), whether or not its security is impaired, the Mortgagee shall apply the same (after first deducting therefrom the Mortgagee's expenses incurred in collecting the same, including but not limited to reasonable attorneys' fees and expenses) to (x) the reduction of the Obligations in accordance with Section 2.15(h) of the Credit Agreement or (y) payment for the restoration, repair, replacement or rebuilding of the Mortgaged Property that is damaged or destroyed in such manner as the Mortgagee may determine. Any application of insurance proceeds shall not extend or postpone the due date of any amount payable under any Loan Document or change any such amount (except to the extent such insurance proceeds are applied to the Obligations in accordance with Section 2.15(h) of the Credit Agreement).

(G) **Application to Restoration.** Notwithstanding the provisions of Section 3.08(F), and without limiting Section 2.15(g) of the Credit Agreement, the Mortgagee shall make

all sums paid to it pursuant to the provisions of Section 3.08(F) ("**Proceeds**") (after first deducting therefrom the Mortgagee's reasonable expenses incurred in collecting the same, including reasonable attorneys' fees and expenses) available to the Mortgagor for the purpose of reimbursing the Mortgagor for the Mortgagor's reasonable out-of-pocket costs of restoration, repair, replacement or rebuilding of the improvements on the Land, in accordance with any and all procedures reasonably required by Mortgagee (and shall not be applied toward the payment of the Obligations until after restoration, repair, replacement or rebuilding of the improvements on the Land) provided each of the following conditions shall be met:

(1) there shall at the time of the casualty and at all times thereafter have occurred and be continuing no Default or Event of Default;

(2) the Mortgagor shall notify the Mortgagee of the Mortgagor's intention to perform such restoration, repair, replacement or rebuilding within thirty (30) days of the adjusting of the loss or casualty;

(3) the Mortgagee shall receive evidence reasonably satisfactory to the Mortgagee that the improvements on the Land have been fully restored, repaired, replaced or rebuilt or that by application of the Proceeds will be fully restored, repaired, replaced or rebuilt to a condition substantially similar to that existing immediately prior to the damage or destruction (or as otherwise reasonably approved by the Mortgagee), free and clear of all Liens other than Permitted Liens;

(4) if, in the reasonable judgment of the Mortgagee, the Proceeds shall be insufficient to restore, repair, replace or rebuild the improvements on the Land to a condition substantially similar to that existing immediately prior to the damage or destruction (or as otherwise reasonably approved by the Mortgagee), the Mortgagor shall demonstrate to the Mortgagee the availability of funds which, together with the Proceeds, shall be sufficient to restore, repair, replace or rebuild the improvements on the Land to a condition substantially similar to that existing immediately prior to the damage or destruction (or as otherwise reasonably approved by the Mortgagee); and

(5) there shall, in the reasonable judgment of the Mortgagee, remain sufficient time to complete the restoration, repair, replacement or rebuilding of the improvements on the Land prior to the Maturity Date of the Revolving Facility.

Any proceeds remaining after reimbursement of the Mortgagor for the cost of restoring, repairing, replacing or rebuilding the improvements on the Land, as described above, at the Mortgagee's option, may be applied to prepayment of the Obligations in accordance with Section 2.15(h) of the Credit Agreement. Any such application of the Proceeds to the payment of the Obligations shall not extend or postpone the due date of any amount payable under any Loan Document or charge any such amount (except to the extent such insurance proceeds are applied to the Obligations in accordance with Section 2.15(h) of the Credit Agreement.)

(H) **Reimbursement of the Mortgagee's Expenses.** The Mortgagor shall promptly reimburse the Mortgagee upon demand for all of the Mortgagee's expenses incurred in connection with the collection of any and all insurance proceeds, including but not limited to reasonable attorneys' fees, and all such expenses, together with interest from the date of disbursement at the Default Rate as stated and defined in the Credit Agreement (unless collection of interest from the Mortgagor at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from the Mortgagor under applicable law), shall be additional amounts secured by this Mortgage.

Section 3.09. Mortgagee Right to Expend Money to Protect Mortgaged Property. From time to time after the occurrence and during the continuance of an Event of Default, the Mortgagee may, in its sole discretion, but shall not be obligated to, advance funds on behalf of the Mortgagor, in order to ensure compliance with any covenant or agreement of the Mortgagor made in or pursuant to this Mortgage, to preserve or protect any right or interest of the Mortgagee in the Mortgaged Property or under or pursuant to this Mortgage, including, without limitation, the payment of any insurance premiums or taxes and the satisfaction or discharge of any judgment or any Lien upon the Mortgaged Property (other than Permitted Liens); provided, however, that the making of any such advance by the Mortgagee shall not constitute a waiver by the Mortgagee of any Default or Event of Default with respect to which such advance is made nor excuse the Mortgagor from any performance required hereunder. The Mortgagor shall pay to the Mortgagee upon demand all such advances made by the Mortgagee with interest thereon from the date of disbursement at a rate equal to the Default Rate. All such advances and accrued interest shall be secured by this Mortgage.

Section 3.10. Further Assurances. Upon the request of the Mortgagee, the Mortgagor shall promptly do all acts and things, including the execution, acknowledgment and delivery of such amendments thereto and other instruments and documents as the Mortgagee may request, to enable the Mortgagee to perfect and maintain the Lien of this Mortgage and/or the Mortgagee's rights and remedies hereunder. In the event the Mortgagor fails to take any action required under this Section 3.10, the Mortgagee may take any such action and make, execute and record any such instruments and documents for and in the name of the Mortgagor, and the Mortgagor hereby irrevocably appoints the Mortgagee as its attorney-in-fact to take such actions, which appointment is coupled with an interest and is irrevocable.

Section 3.11. Condemnation.

(A) The Mortgagor hereby irrevocably assigns to the Mortgagee any award or payment which becomes payable to the Mortgagor by reason of any taking of the Mortgaged Property, or any part thereof, whether directly or indirectly or temporarily or permanently, in or by condemnation or other eminent domain proceedings (hereinafter called a "**Taking**"). Forthwith upon receipt by the Mortgagor of notice of the institution of any proceeding or negotiations for a Taking as to which the award is reasonably expected to exceed $1,000,000, the Mortgagor shall give notice thereof to the Mortgagee. The Mortgagee may appear in any such proceedings and participate in any such negotiations and may be represented by counsel. The Mortgagor, notwithstanding that the Mortgagee may not be a party to any such proceeding, shall

promptly give to the Mortgagee copies of all notices, pleadings, judgments, determinations and other papers received by the Mortgagor therein. The Mortgagor shall not enter into any agreement permitting or consenting to the Taking of the Mortgaged Property as to which the award will exceed $1,000,000, or providing for the conveyance thereof in lieu of condemnation, with anyone authorized to acquire the same in condemnation or by eminent domain unless the Mortgagee shall first have consented thereto in writing. All Taking awards exceeding $1,000,000 shall be adjusted jointly by the Mortgagor and the Mortgagee, but if a Default or an Event of Default shall at any time occur and be continuing, the Mortgagee may alone adjust such awards. Subject to Section 2.15(g) of the Credit Agreement, (i) all awards payable as a result of a Taking in excess of $1,000,000 shall be paid to the Mortgagee, and (ii) the Mortgagee may, at its option, apply them, after first deducting the Mortgagee's expenses incurred in the collection thereof, to (x) the payment of the Obligations, in accordance with Section 2.15(h) of the Credit Agreement, or (y) purchase replacement property in such manner as the Mortgagee may determine.

(B) If the Taking in excess of $1,000,000 involves a taking of any building or other improvement now or hereafter located on the Land, the Mortgagor shall proceed, with reasonable diligence, to demolish and remove any ruins and, unless the awards payable as a result of such Taking have been applied to the payment of the Obligations in accordance with Section 2.15(h) of the Credit Agreement, at the request of the Mortgagee (and provided that the Taking award is made available to the Mortgagor for such purposes), complete repair or restoration of the Mortgaged Property as nearly as possible to its respective size, type and character immediately prior to the Taking, whether or not the condemnation awards are available or adequate to complete such repair or restoration. The Mortgagor shall promptly reimburse the Mortgagee upon demand for all of the Mortgagee's expenses (including reasonable attorney's fees) incurred in the collection of awards and their disbursement in accordance with this paragraph, and all such expenses, together with interest from the date of disbursement at the Default Rate (unless collection of interest from the Mortgagor at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from the Mortgagor under applicable law), shall be additional amounts secured by this Mortgage.

Section 3.12. Conflict with Mortgage Terms. The provisions of this Mortgage and the Credit Agreement shall be cumulative and not mutually exclusive, notwithstanding any inconsistencies.

Section 3.13. Environmental Representations, Warranties and Covenants. The Mortgagor makes the following representations, warranties and covenants:

(A) **Use of the Mortgaged Property.**

(1) The Mortgagor shall use, handle, transport and store Hazardous Substances and store and treat non-hazardous wastes; (i) in a good and prudent manner in the ordinary course of business and (ii) in compliance with all applicable Environmental Laws.

(2) The Mortgagor shall not (i) conduct or allow to be conducted, in violation of any Environmental Law, any business, operations or activity on the Mortgaged Property, or, (ii) except in strict compliance with applicable law, employ or use the Mortgaged Property to generate, use, handle, manufacture, treat, store, process, transport or dispose of any Hazardous Substances, or any other substance which is prohibited, controlled or regulated under applicable law. The Mortgagor shall not cause or allow to be caused a known or suspected release of Hazardous Substances, on, under, or from the Mortgaged Property.

(B) **Condition of the Mortgaged Property.**

(1) The Mortgagor shall take all appropriate response actions, including any removal and remedial actions, in the event of a release, emission, discharge or disposal of Hazardous Substances in, on, under, or about the Mortgaged Property, so as to remain in compliance with all Environmental Laws.

(2) All underground tanks, wells, septic tanks, ponds, pits, or any other storage tanks (whether currently in use or abandoned) on the Mortgaged Property, if any, are, as of the date hereof, maintained in compliance with all applicable Environmental Laws.

(C) **Notice of Environmental Problems or Litigation.** Neither the Mortgagor nor any of its tenants have given, nor were they required to give, nor have they received, any notice, letter, citation, order, warning, complaint, inquiry, claim or demand that: (1) the Mortgagor and/or any tenants have violated, or are about to violate, any Environmental Law, judgment or order; (2) there has been a release, or there is a threat of release, of Hazardous Substances from the Mortgaged Property; (3) the Mortgagor and/or its tenants may be or are liable, in whole or in part, for the costs of cleaning up, remediating, removing or responding to a release or a threatened release of Hazardous Substances; or (4) the Mortgaged Property is subject to a Lien in favor of any Governmental Authority for any liability, costs or damages, under any Environmental Law arising from, or costs incurred by such Governmental Authority in response to, a release or a threatened release of a Hazardous Substances. The Mortgagor further represents and warrants that no conditions currently exist or are currently reasonably foreseeable that would subject the Mortgagor to any such investigation, litigation, administrative enforcement or to any damages, penalties, injunctive relief, or cleanup costs under any Environmental Law. Upon receipt of any such notice, the Mortgagor shall immediately provide a copy to the Mortgagee.

(D) **Right of Inspection.** If the Mortgagor has a reasonable basis to believe that there has been a material release of Hazardous Substances on the Mortgaged Property or that there has been a material violation of Environmental Law at the Mortgaged Property, then the Mortgagor or its agents, representatives or workmen may (but shall not be obligated to) perform subsurface testing, soils and groundwater testing, or any other such tests that may physically invade the Mortgaged Property, as the Mortgagee may reasonably determine are necessary to protect its Lien. All costs related to any such inspections or tests shall be paid in accordance with the provisions of Section 2.17(b) of the Credit Agreement.

(E) **Corrective Action.** In the event an Event of Default has occurred and is continuing as a result of the Mortgagor being in breach of any of its representations, warranties or agreements as set forth above in this Section 3.13, then, without limiting the Mortgagee's other rights hereunder or under the Loan Documents, the Mortgagor, at its sole expense, shall take all actions required to comply with the representations, warranties, and covenants contained in this Section 3.13.

Section 3.14. Leases and Rents. The Mortgagor agrees that the Mortgagee has the right to enter the Mortgaged Property for the purpose of enforcing its interest in the Leases and the Rents after the occurrence and during the continuance of an Event of Default. Following the occurrence of, and during the continuance of, an Event of Default, (a) the Mortgagor's right to collect Rents shall, upon notice from the Mortgagee, terminate, and any Rents previously collected and in the Mortgagor's possession shall thereafter be held in trust for use in payment of the Obligations, and (b) the Mortgagee may enter upon the Mortgaged Property, collect and retain the Rents and apply the Rents toward payment of the Obligations in such priority and proportions as provided for in the Credit Agreement. Upon request, the Mortgagor shall furnish Mortgagee with executed copies of all Leases. In addition, all renewals of Leases and all proposed Leases shall comply with the terms of the Loan Documents.

In addition to any rights granted under the terms of this Mortgage, upon the occurrence and during the continuance of an Event of Default, the Mortgagee will be entitled as a matter of right to the appointment of a receiver without giving bond, and without regard to the solvency or insolvency of the Mortgagor, waste, or adequacy of the security. Such receiver will have all the rights, powers, and remedies provided by law (including without limitation the rights of receiver pursuant to Iowa Code Section 654.14, as amended). From the date of appointment through any applicable period of redemption, the receiver will: (i) collect the Rents; (ii) manage the Mortgaged Property so as to prevent waste; (iii) execute leases within or beyond the receivership; (iv) perform the terms of this Mortgage; and (v) apply the Rents to the payment of the expenses enumerated in Iowa Code Section 654.14, in the priority required therein, and to all expenses for maintenance of the Mortgaged Property, and to the costs and expenses of the receivership, including attorneys' fees, and to the repayment of the Obligations. The Mortgagor hereby irrevocably consents to such appointment.

ARTICLE IV.

EVENTS OF DEFAULT AND REMEDIES OF THE MORTGAGEE

Section 4.01. Events of Default. Each of the following shall be an "**Event of Default**":

(A) following the lapse of any applicable grace periods, default shall be made in the payment of any Obligations;

(B) default shall be made in the due observance or performance of any of the covenants, conditions or agreements on the part of the Mortgagor, and, if

such default shall be under Sections 3.06, 3.07, or 3.08 hereof, such default shall continue for a period of thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Mortgagor by the Mortgagee; provided, however, that with respect to such defaults under Sections 3.06, 3.07 or 3.08 hereof, if the nature of such default is such that Mortgagor can cure the default, but not within thirty (30) days, then the Event of Default shall be suspended for a period not in excess of sixty (60) additional days so long as Mortgagor commences cure within thirty (30) days and thereafter diligently and continuously prosecutes the curing of the default, and so long as continuation of the default does not materially impair the value of the Mortgaged Property or the ability of the Mortgagor to pay or perform the Obligations;

(C) any representation or warranty made by the Mortgagor herein, or in any certificate, instrument or document delivered hereunder, shall prove to be false or misleading in any material respect on or as of the date made; and

(D) an "Event of Default" shall have occurred under the Credit Agreement.

Section 4.02. Acceleration of Maturity. If an Event of Default shall have occurred and be continuing, the Mortgagee may declare the Obligations to be due and payable immediately by a notice in writing to the Mortgagor, and upon such declaration, all Obligations shall become due and payable immediately, without presentment, demand protest or further notice of any kind, all of which are hereby expressly waived by the Mortgagor.

Section 4.03. Remedies of the Mortgagee. If one or more Events of Default shall occur and be continuing, the Mortgagee (personally or by attorney), in its discretion, may:

(A) take immediate possession of the Mortgaged Property in accordance with requirements of applicable law, collect and receive all credits, outstanding accounts and bills receivable of the Mortgagor and all rents, income, revenues, profits and proceeds pertaining to or arising from the Mortgaged Property, or any part thereof, whether then past due or accruing thereafter, and issue binding receipts therefor; and manage, control and operate the Mortgaged Property as fully as the Mortgagor might do if in possession thereof, including, without limitation, the making of all repairs or replacements deemed necessary or advisable;

(B) proceed to protect and enforce the rights of the Mortgagor and the rights of the Mortgagee by suits or actions in equity or at law in any court or courts of competent jurisdiction, whether for specific performance of any covenant or any agreement contained herein or in any Credit Agreement or in aid of the execution of any power herein granted or for the foreclosure hereof or hereunder or for the sale of the Mortgaged Property, or any part thereof, or to collect the debts hereby secured or for the enforcement of such other or additional appropriate legal or equitable remedies as may be deemed necessary or advisable to protect and enforce the rights and remedies herein granted or conferred, and in the event of the institution of any such action or suit, the Mortgagee shall have the right to have appointed a receiver of the Mortgaged

Property and of all rents, income, revenues, profits and proceeds pertaining thereto or arising therefrom, whether then past due or accruing after the appointment of such receiver, derived, received or had from the time of the commencement of such suit or action, and such receiver shall have all the usual powers and duties of receivers in like and similar cases, to the fullest extent permitted by law, and if application shall be made for the appointment of a receiver, the Mortgagor hereby expressly consents that the court to which such application shall be made may make said appointment ex parte; and

(C) foreclose this Mortgage, either judicially or nonjudicially, in accordance with Iowa law; and

(D) it is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Mortgagee, in such action files an election to waive any deficiency judgment against Mortgagors which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Mortgagee, and the time periods in Sections 628.5, 628.15, and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) Mortgagee in such action files an election to waive any deficiency judgment against Mortgagor or its successor in interest in such action. If the redemption period is so reduced, Mortgagor or its successor in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15, and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Mortgagor shall be a presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code.

Section 4.04. Application of Proceeds from Remedial Actions. Any proceeds or funds arising from the exercise of any rights or the enforcement of any remedies herein provided after the payment or provision for the payment of any and all costs and expenses in connection with the exercise of such rights or the enforcement of such remedies shall be applied to the Obligations in such order and manner as required by the Credit Agreement, and the balance, if any, shall be paid to whomsoever shall be entitled thereto.

Section 4.05. Remedies Cumulative; No Election. Every right or remedy herein conferred upon or reserved to the Mortgagee shall be cumulative and shall be in addition to every other right and remedy given hereunder or under any other Loan Document or now or hereafter

existing at law, or in equity, or by statute. The pursuit of any right or remedy shall not be construed as an election.

Section 4.06. Attorneys' Fees; Foreclosure. Without limiting Section 9.6 of the Credit Agreement, the Mortgagor agrees to pay reasonable out-of-pocket attorneys' fees for legal services incurred by the Mortgagee with respect to any action to collect the Obligations or enforce this Mortgage, including without limitation, any foreclosure proceedings, and such fees shall be allowed or taxed by the court as part of the costs of foreclosure.

Section 4.07. Waiver of Appraisement Rights. The Mortgagor, for itself and all who may claim through or under it, covenants that it will not at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of, any appraisement, valuation, stay, extension or redemption laws now or hereafter in force in any locality where any of the Mortgaged Property may be situated, in order to prevent, delay or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property, or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser or purchasers thereat, and the Mortgagor, for itself and all who may claim through or under it, hereby waives the benefit of all such laws unless such waiver shall be forbidden by law.

ARTICLE V.

POSSESSION UNTIL DEFAULT; SATISFACTION

Section 5.01. Possession Until Default. Until one or more Events of Default shall have occurred and be continuing, and the Mortgagee shall have exercised its remedies hereunder to take possession of the Mortgaged Property, the Mortgagor shall be permitted to retain actual possession of the Mortgaged Property, and to manage, operate and use the same and any part thereof, with the rights and franchises appertaining thereto, including, without limitation, to collect, receive, take, use and enjoy the rents, revenues, issues, earnings, income, products, profits and proceeds thereof or therefrom, subject to the provisions of this Mortgage.

Section 5.02. Satisfaction. If the Mortgagor shall pay or cause to be paid in full all of the Obligations and all Commitments shall have expired or been terminated, then and in that case, all property, rights and interest hereby conveyed or assigned or pledged shall revert to the Mortgagor and the estate, right, title and interest of the Mortgagee shall thereupon cease, determine and become void, and the Mortgagee, in such case, at the Mortgagee's cost and expense, shall enter satisfaction of this Mortgage upon the record.

ARTICLE VI.

MISCELLANEOUS

Section 6.01. Property Deemed Real Property. It is hereby declared to be the intention of the Mortgagor that all rights of way and easements granted or given to the Mortgagor or obtained by it to use real property in connection with the construction, acquisition, ownership, use or operation of the buildings or improvements located on the Land, and all other property physically attached to any of the foregoing, including fixtures now or in the future attached to any of the foregoing, shall be deemed to be real property.

Section 6.02. Security Agreement. This Mortgage is both a real property Mortgage and a "security agreement" within the meaning of the Uniform Commercial Code of the State of Iowa (the "**Uniform Commercial Code**"). The Mortgaged Property includes both real and personal property and all other rights and interest, whether tangible or intangible in nature, of the Mortgagor in the Mortgaged Property. THE MORTGAGOR HEREBY GRANTS TO MORTGAGEE, AS SECURITY FOR THE OBLIGATIONS, A SECURITY INTEREST IN THE MORTGAGED PROPERTY TO THE FULL EXTENT THAT THE MORTGAGED PROPERTY MAY BE SUBJECT TO THE UNIFORM COMMERCIAL CODE OR THE UNIFORM COMMERCIAL CODE OF ANY OTHER STATE OR STATES WHERE THE MORTGAGED PROPERTY IS SITUATED (said portion of the Mortgaged Property so subject to the Uniform Commercial Code being called in this paragraph the "**Collateral**"). If an Event of Default shall occur, the Mortgagee, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as the Mortgagee may deem reasonably necessary or advisable for the care, protection and preservation of the Collateral. The Mortgagor shall pay to the Mortgagee on demand any and all out-of-pocket expenses, including attorneys' fees and expenses, incurred or paid by the Mortgagee in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral. Any notice of sale, disposition or other intended action by the Mortgagee with respect to the Collateral sent to the Mortgagor in accordance with the provisions hereof at least ten (10) days prior to, sale, disposition or other such action, shall constitute reasonable notice to the Mortgagor. The proceeds of any disposition of the Collateral, or any part thereof, may be applied by the Mortgagee to the payment of the Obligations in such priority and proportions as provided for in the Credit Agreement.

Section 6.03. Fixture Filing. From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all goods constituting part of the Mortgaged Property which are or are to become fixtures related to the Land. For this purpose, the following information is set forth:

(a) Name and address of Debtor:

INNOVATIVE AG SERVICES CO.
2010 South Main Street
Monticello, Iowa 52310
Attention: Chief Financial Officer

(b) The debtor is a cooperative association, organized under the laws of the State of Illinois. Debtor's organizational number is 63844209.

(c) Name and Address of Secured Party:

COBANK, ACB, as Administrative Agent
P. O. Box 5110
Denver, CO 80217
Attention: Collateral Department

(d) This document covers goods which are or are to become fixtures.

(e) Description of Real Estate: See Exhibit "A" of this Mortgage.

(f) Owner of Record of Real Estate: Debtor.

(g) Products of the Collateral are also covered.

Section 6.04. Mortgage to Bind and Benefit Successors and Assigns. All of the covenants, stipulations, promises, undertakings and agreements herein contained by or on behalf of the Mortgagor shall bind its successors and assigns, whether so specified or not, and all titles, rights and remedies hereby granted to or conferred upon the Mortgagee shall pass to and inure to the benefit of the successors and permitted assigns of the Mortgagee. The Mortgagor hereby agrees to execute such consents, acknowledgments and other instruments as may be requested by the Mortgagee in connection with the permitted assignment, transfer, mortgage, hypothecation or pledge of the rights or interests of the Mortgagee hereunder or under any other Loan Document or in and to any of the Mortgaged Property.

Section 6.05. Headings. The descriptive headings of the various articles and sections of this Mortgage were formulated and inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 6.06. Notices. All demands, notices, reports, approvals, designations or directions required or permitted to be given hereunder shall be in writing and shall be deemed to be properly given if sent by registered or certified mail, postage prepaid, or delivered by hand, or sent by facsimile transmission, receipt confirmed, addressed to the proper party or parties at the following address:

As to the Mortgagor:	**Innovative Ag Services Co.** 2010 South Main Street Monticello, IA 52310 Attention: Chief Financial Officer Fax No: (319) 465-5289
As to the Mortgagee:	CoBank, ACB, as Administrative Agent 5500 S. Quebec Street Greenwood Village, CO 80111 Attention: Agribusiness Banking Group Fax No: (303) 740-4002

Either such party may from time to time designate to each other a new address to which demands, notices, reports, approvals, designations or directions may be addressed, and from and after any such designation, the address designated shall be deemed to be the address of such party in lieu of the address given above.

Section 6.07. Severability. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Mortgage shall not affect the remaining portions hereof.

Section 6.08. Governing Law. The effect and meaning of this Mortgage, and the rights of all parties hereunder, shall be governed by, and construed according to, the laws of the State of Iowa, except to the extent governed by federal law.

Section 6.09. Amendment and Restatement. The Original Mortgage is hereby amended and restated in its entirety by the terms and provisions of this Mortgage. This Mortgage shall not constitute a novation of the Original Mortgage or the indebtedness, liabilities or obligations secured thereby.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

By execution of this Mortgage, the Mortgagor acknowledges it has received a copy of this Mortgage.

[Signature pages follow.]

IN WITNESS WHEREOF, INNOVATIVE AG SERVICES CO., a cooperative association existing under the laws of the State of Illinois, as Mortgagor, has caused this Mortgage to be signed in its name by its officer thereunto duly authorized, all as of the day and year first above written.

INNOVATIVE AG SERVICES CO.

By: Brenda Hoefler
Print Name: Brenda Hoefler
Title: Chief Financial Officer

STATE OF IOWA)
)
COUNTY OF Jones)

This instrument was acknowledged before me on this 24th day of August, 2012, by Brenda Hoefler, the Chief Financial Officer of Innovative Ag Services Co., an Illinois cooperative association, on behalf of the cooperative association.

(SEAL)

RUTH MANGOLD
Commission Number 143176
My Commission Expires
4-30-14

Ruth Mangold
Notary Public
Printed Name:
Ruth Mangold, Notary
Title (and Rank)

My commission expires: 4-30-14

EXHIBIT A -- REAL PROPERTY

Legal Description

DELAWARE COUNTY, IOWA

PARCEL 1 (Hopkinton):

TRACT 1 (Hopkinton):

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, being depicted on Plat of Survey (Retracement) recorded July 31, 2012 as Document No. 2012-2483..

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.

TRACT 2 (Hopkinton):

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, being depicted on Plat of Survey (Retracement) recorded July 31, 2012 as Document No. 2012-2482.

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.

PARCEL 2 (Manchester):

TRACT 1 (Manchester):

Parcel depicted on Plat of Survey recorded May 2, 2012 in Book 2012, page 1479, being part of Lot 12 of the Subdivision of the East ¾ of the S ½ of Section 32, Township 89 North, Range 5 West, City of

Manchester, Delaware County, Iowa.

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.

TRACT 2 (Manchester):

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.

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