Recorded: 5/21/2020 at 9:38:56.0 AM
County Recording Fee: $37.00
Iowa E-Filing Fee: $3.00
Combined Fee: $40.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2020 PG: 1568

AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

Preparer Information:	Moore & Van Allen PLLC 100 North Tryon Street, Floor 47 Charlotte, North Carolina 28202-4003 Attn: Timothy W. Corrigan (704) 331-1019
After Recording, Please Return Document to:	Moore & Van Allen PLLC 100 North Tryon Street, Floor 47 Charlotte, North Carolina 28202-4003 Attn: Timothy W. Corrigan (704) 331-1019
Name of Taxpayer:	Ridley USA Inc. 3031 Catnip Hill Pike Nicholasville, Kentucky 40356
Name of Mortgagor:	Ridley USA Inc.
Address of Mortgagor	3031 Catnip Hill Pike Nicholasville, Kentucky 40356
Name of Agent:	Bank of America, N.A.
Address of Agent:	1455 Market Street, 5th Floor San Francisco, California 94103
Legal Description:	See Exhibit A – Page 6

AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING

THIS AMENDMENT TO MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Amendment") is made and entered into as of the 18th day of May, 2020, by and between

RIDLEY USA INC., a Minnesota corporation ("Mortgagor"), successor-in-interest-to US FEEDS, LLC, an Iowa limited liability company ("Original Mortgagor"); and

BANK OF AMERICA, N.A., a national banking association, in its capacity as Administrative Agent (in such capacity, together with any successors and permitted assigns, "Agent")

RECITALS:

A. Original Mortgagor executed a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing to Agent dated September 13, 2013 and recorded December 19, 2013 with the Delaware County, Iowa Recorder/Registrar in Book 2013, Page 3899 (the "Mortgage") encumbering the real property described on Exhibit A attached hereto.

B. Mortgagor and Agent wish to amend the Mortgage.

NOW, THEREFORE, Mortgagor and Agent hereby agree as follows:

1. The NOTICE on the first page of the Mortgage is hereby amended in its entirety to read as follows:

> "**NOTICE: This mortgage secures credit in the amount of $969,949,492.00. 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 first recital of the Mortgage is amended in its entirety to read as follows:

"WHEREAS, Alltech, Inc., a Kentucky corporation (the "Company"), LYONSALL LLC Y CIA, SOCIEDAD EN COMANDITA, a company duly incorporated and validly existing under the laws of Spain as a limited partnership (*sociedad comanitaria*) (the "Spanish Borrower"), MASTERFEEDS INC., a British Columbia company (the "Canadian Borrower"), and certain Subsidiaries of the Company party thereto as Designated Borrowers (as defined in the Credit Agreement) (together with the Canadian Borrower, the "Designated Borrowers" and the Designated Borrowers, together with the Company and the Spanish Borrower, collectively, the "Borrowers"), Bank of America, N.A., as Administrative Agent, L/C Issuer and Swing Line Lender, and the Lenders (as defined in the Credit Agreement) have entered into that certain Fourth Amended and Restated Credit Agreement dated as of April 19, 2016, as amended by (i) a First Amendment dated as of December 22, 2016, (ii) a Second Amendment dated as of March 30, 2017, (iii) a Third Amendment dated as of January 31, 2018, (iv) a Fourth Amendment dated as of May 15, 2019, (v) a Reservation of Rights and Request for Funding dated as of July 12, 2019, (vi) a Reservation of Rights and Request for Funding dated as of September 25, 2019, (vii) a Reservation of Rights and Request for Funding dated as of December 27, 2019, (viii) a Reservation of Rights and Request for Funding dated as of February 26, 2020, (ix) a Reservation of Rights and Request for Funding

dated as of March 31, 2019 and (x) a Fifth Amendment dated as of May 18, 2020 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement), which Credit Agreement amended and restated that certain Third Amended and Restated Credit Agreement dated as of September 13, 2013;"

3. Section 1.1 of the Mortgage is amended in its entirety to read as follows:

"1.1 Indebtedness. Agent and the Lenders have established Seven Hundred Ninety-Four Million Nine Hundred Forty-Nine Thousand Four Hundred Ninety-Two and No/100 Dollars ($794,949,492.00) in senior secured credit facilities in favor of the Borrowers pursuant to the terms of the Credit Agreement. The amount of such senior secured credit facilities may be increased to an aggregate amount of up to Nine Hundred Sixty-Nine Million Nine Hundred Forty-Nine Thousand Four Hundred Ninety-Two and No/100 Dollars ($969,949,492.00) pursuant to the terms of the Credit Agreement. This Mortgage is given to secure the payment and performance by Mortgagor, the Borrowers and the other Credit Parties of (a) all obligations under each Note, the Credit Agreement, this Mortgage, the Guaranty Agreements and the other Loan Documents from any of the Credit Parties to any Lender or Agent and (b) all other Obligations (all of which whether now existing or hereafter arising, collectively, the "Indebtedness")."

4. Section 6.11(e) of the Mortgage is amended in its entirety to read as follows:

"(e) The maturity date of the Indebtedness is November 18, 2024."

5. This Amendment relates only to the specific matters covered herein and shall not constitute a consent to or waiver or modification of any other provision, term or condition of the Mortgage.

6. All terms, provisions, covenants, representations, warranties, agreements and conditions contained in the Mortgage shall remain in full force and effect, except as expressly provided herein.

7. From and after the execution of this Amendment by the parties hereto, each reference in the Mortgage to "this Mortgage", "hereof", "herein", "hereby" or words of like import shall be deemed to be a reference to the Mortgage as amended by this Amendment.

8. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

9. This Amendment shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the laws of the State of Iowa.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF Mortgagor and Agent have executed this Amendment as of the day and year first above written.

MORTGAGOR:

RIDLEY USA INC., a Minnesota corporation

By: _____
Name: E. Michael Castle, II
Title: President

MORTGAGOR ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS DOCUMENT AT THE TIME IT WAS SIGNED.

State of Kentucky)
County of Jessamine) ss.:

On this 15th day of May, 2020, before me, a Notary Public in the State of Kentucky personally appeared E. Michael Castle II, to me personally known, who being duly sworn did say that he is President of RIDLEY USA INC., a Minnesota corporation, executing the foregoing instrument as said President of said corporation; that said President is now President therein; that the foregoing instrument was signed on behalf of said corporation, said President acting in his capacity as the President of said corporation, acknowledged the execution of this instrument to be the voluntary act and deed of said corporation by it voluntarily executed in his capacity as the President of said corporation.

My Commission expires: 01-26-2022

PAMELA B. SARGENT
My Commission Expires 01-26-2022
NOTARY PUBLIC
Notary ID # 592423
STATE AT LARGE, KENTUCKY

Pamela B. Sargent
Printed Name: Pamela B. Sargent
Notary Public in the State of Kentucky

AGENT:

BANK OF AMERICA, N.A.,
a national banking association,
in its capacity as Administrative Agent

By: Liliana Claar
Name: Liliana Claar
Title: Vice President

State of _____)
County of _____) ss.:

On this _____ day of May, 2020, before me, a Notary Public in the State of _____, personally appeared _____, to me personally known, who being duly sworn did say that he/she is _____ of Bank of America, N.A., a national banking association, executing the foregoing instrument as said _____ of said national banking association; that said _____ is now _____ therein; that the foregoing instrument was signed on behalf of said national banking association, said _____ acting in his capacity as the _____ of said national banking association, acknowledged the execution of this instrument to be the voluntary act and deed of said national banking association by it voluntarily executed in his capacity as the _____ of said national banking association.

My Commission expires:

_____
Printed Name: _____
Notary Public in the State of _____

SEE ATTACHED

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda)

On May 15, 2020 before me, Ann S. Kraynak, Notary Public
(insert name and title of the officer)

personally appeared Liliana Claar,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ANN S. KRAYNAK
Notary Public - California
Alameda County
Commission # 2321252
My Comm. Expires Mar 9, 2024

Signature _____ (Seal)

Exhibit A

Real property in the City of Dyersville, County of Delaware, State of Iowa, described as follows:

Lot Number 1 of the N 1/2 of Section 36, Township 89 North, Range 3 West of the Fifth P.M., Delaware County, Iowa, according to the plat recorded in Book 3 of Plats, Page 80.