

BK: 2020 PG: 817
Recorded: 3/18/2020 at 8:32:19.0 AM
Pages 25
County Recording Fee: \$127.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$130.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

Recorder's Cover Sheet

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Mortgagor: **LANDUS COOPERATIVE**

Mortgagee: **COBANK, ACB**

Title of Document: **AMENDED AND RESTATED REAL ESTATE MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING**

Document or instrument
number of previously
recorded documents: Document 2009-2609, Book 2009, Page 2609

Legal description: See Exhibit "A" attached hereto *on page 23.*

NCS-995000-36

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

NOTICE: THIS MORTGAGE SECURES CREDIT IN THE AMOUNT OF \$1,509,895,890.42. LOANS AND ADVANCES UP TO THIS AMOUNT, TOGETHER WITH INTEREST, ARE SENIOR TO INDEBTEDNESS TO ANY OTHER CREDITORS UNDER SUBSEQUENTLY RECORDED OR FILED MORTGAGES AND LIENS.

THIS MORTGAGE ENCUMBERS BOTH REAL AND PERSONAL PROPERTY. IT CONTAINS AN AFTER-ACQUIRED PROPERTY CLAUSE AND SECURES PRESENT AND FUTURE ADVANCES.

THIS AMENDED AND RESTATED REAL ESTATE MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING, dated as of February 21, 2020 is made by Landus Cooperative, a cooperative association formed under the laws of the State of Iowa (the “**Mortgagor**”), in favor of COBANK, ACB, a federally chartered instrumentality of the United States (the “**Mortgagee**”), as Administrative Agent for and on behalf of the Lender Parties (as defined in the Credit Agreement referenced below).

ARTICLE I.

DEFINITIONS

Section 1.01. Definitions. The following terms shall have the meanings specified in this Section 1.01, unless the context clearly requires otherwise. The terms defined herein include the plural as well as the singular. Accounting terms used in this Mortgage but not otherwise defined herein shall have the meanings they have under GAAP.

“**Collateral**” shall have the meaning in Section 6.01.

“**Condemnation Awards**” shall have the meaning specified in Section 2.01.

“**Credit Agreement**” shall mean that certain Credit Agreement dated as of March 28, 2019, by and among Landus Cooperative, as Borrower, the lenders from time to time party thereto, and the Mortgagee, as Administrative Agent, as the same may be amended, restated, supplemented or modified from time to time.

“**Default**” shall mean an event that, with giving of notice or passage of time or both, would constitute an Event of Default.

“**Environmental Law**” shall have the meaning set forth in the Credit Agreement.

“**Event of Default**” shall have the meaning set forth in the Credit Agreement.

“**GAAP**” shall mean generally accepted accounting principles as established by the American Institute of Certified Public Accountants.

“**General Intangibles**” shall have the meaning specified in Section 2.01.

“**Hazardous Materials**” shall have the meaning specified in Section 3.13(H).

“**Land**” shall have the meaning specified in Section 2.01.

“**Leases**” shall have the meaning specified in Section 2.01.

“**Lender Parties**” shall have the meaning set forth in the Credit Agreement.

“**Lien**” shall mean any statutory or common law consensual or non-consensual mortgage, pledge, grant, security title or interest, lien, encumbrance or charge of any kind against property, including, without limitation, any conditional sale or other title retention transaction, and any lease transaction in the nature of a security interest.

“**Loan Documents**” shall have the meaning set forth in the Credit Agreement.

“**Mortgage**” shall mean this Amended and Restated Real Estate Mortgage, Security Agreement, Assignment of Rents and Fixture Filing, as it may be amended, restated, supplements or modified from time to time.

“**Mortgage Proceeds**” shall have the meaning specified in Section 3.08(G).

“**Mortgaged Property**” shall have the meaning specified in Section 2.01.

“**Notes**” shall have the meaning set forth in the Credit Agreement.

“**Obligor**” shall have the meaning set forth in the Credit Agreement.

“**Obligations**” shall have the meaning set forth in the Credit Agreement.

“**Permitted Liens**” shall have the meaning set forth in the Credit Agreement.

“**Rents**” shall have the meaning specified in Section 2.01.

“**Taking**” shall have the meaning specified in Section 3.11(A).

“**Taking Proceeds**” shall have the meaning specified in Section 3.11(B).

“**Uniform Commercial Code**” shall have the meaning in Section 6.01.

ARTICLE II.

GRANTING CLAUSES

Section 2.01. Granting Clauses. In order to secure (a) the repayment of the Obligations, whether such Obligations are made pursuant to a commitment, made at the option of the Mortgagee, made after a reduction to zero or other balance, made pursuant to a revolving credit facility, or made otherwise, and (b) the performance of all of the covenants and agreements of the Obligors contained in the Credit Agreement, this Mortgage, or any Loan Document, 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 successors and 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 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, 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**”).

TOGETHER WITH all general intangibles, whether now owned or hereafter acquired or arising, or in which the Mortgagor now has or hereafter acquires any rights, including without limitation all causes of action, goodwill and similar intangibles and all income tax refunds, all privileges, franchises, immunities, licenses (to the extent a security interest can be granted in particular licenses), permits, similar intangibles, any rights to receive any payments in connection with a termination of any pension plan or employees stock ownership plan or trust established for the benefit of employees of the Mortgagor, patents, patent applications, patent licenses, trademarks, trademark registrations and trademark licenses, and tradenames, and all other intangible personal property (including things in action) not otherwise covered by this Mortgage (collectively, “**General Intangibles**”).

TOGETHER WITH all judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the Land or any part thereof or any improvements now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the

ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said Land or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively, "Condemnation Awards").

TOGETHER WITH all tenements, hereditaments and appurtenances belonging or otherwise pertaining to the aforesaid property or any part thereof, with all reversions, remainders, rents, income, revenues, profits, cash, proceeds, products and benefits at any time derived, received or had from any or all of the above-described property of the Mortgagor and all deposits or other accounts into which the same may be deposited.

TO HAVE AND TO HOLD the Mortgaged Property unto the Mortgagee and its successors and assigns, to secure the payment and performance of the Obligations, including, without limitation, the due performance of the covenants, agreements and provisions herein contained, 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 \$1,509,895,890.42 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 pursuant to the terms of this Mortgage or the Credit Agreement 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 and leasehold 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, until all commitments of the Lender Parties under the Credit Agreement have been terminated and all Obligations have been paid in full, 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, 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 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, and will from time to time make all needed and proper repairs, renewals, and replacements, and useful and proper alterations, additions, betterments and improvements, and will, subject to contingencies beyond its reasonable control, at all times keep its plant and properties in continuous operating condition and use all reasonable diligence to furnish the consumers served by it through the Mortgaged Property, or any part thereof, with adequate services furnished by the Mortgagor.

Section 3.08. Insurance.

(A) **Risks to be Insured.** In furtherance of and not in limitation of the requirements set forth in the Credit Agreement, 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. 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, in an amount satisfactory to the Mortgagee, without a co-insurance clause.

(3) If the Land or any part thereof is located in a designated official flood-hazard area, 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.

(4) Comprehensive general liability insurance protecting against claims arising from any accident or other occurrence in or upon the Mortgaged Property in an amount acceptable to the Mortgagee.

(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, contain a standard mortgagee clause in favor of and in form acceptable to the Mortgagee, 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, and be reasonably satisfactory to the Mortgagee in all other respects. The insurance maintained pursuant to Sections (A)(4) and (A)(5) above shall also be written by an insurance carrier acceptable to the Mortgagee in its reasonable discretion.

(C) **Delivery of Policy.** 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) above, certificates evidencing the insurance which is required under Sections (A)(4) and (A)(5) above, and the Mortgagor shall promptly furnish to the Mortgagee copies of all renewal notices and all receipts of paid premiums received by it. At least 30 days prior to the expiration date of a required policy, the Mortgagor shall deliver to the Mortgagee a copy of a renewal policy in form satisfactory to the Mortgagee. If the Mortgagor has a blanket insurance policy in force providing coverage for several properties of the Mortgagor, including the Mortgaged Property, the Mortgagee shall accept a certificate of such insurance together with a copy of such blanket insurance policy; provided the certificate sets forth the amounts of insurance and coverage, such amounts are at least equal to the amounts required above, and the original policy of insurance is written by a carrier or carriers acceptable to the Mortgagee, insures against the risks set forth above, cannot be amended, modified or cancelled without thirty (30) days' prior written notice to any mortgagee of the Mortgagor and has a full replacement cost endorsement meeting the requirements of Section 3.08(A)(1).

(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 during any fiscal year of the Mortgagor unless the Mortgagee shall have joined in such adjustment; but if there has been no adjustment of any such damage or loss within four months from the date of occurrence thereof or if a Default or Event of Default shall exist at the end of such four-month period or at any time thereafter, 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.** All sums paid under any insurance policy required in Section 3.08 shall be used or applied in accordance with the terms of the Credit Agreement

(G) **Application to Restoration.** Subject to the terms of the Credit Agreement, the Mortgagee shall make all sums paid to it under any insurance policy required in Sections 3.08(A)(1) through (A)(3) (“**Mortgage 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 the 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 promptly, and in any event within thirty (30) days of the adjusting of the loss or casualty;

(3) The Mortgagee shall receive, not later than one year after the relevant casualty event, 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 Mortgage Proceeds will be fully restored, repaired, replaced or rebuilt (with such property in a condition substantially similar to or better than 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 the Permitted Liens, except as otherwise expressly permitted herein;

(4) If, in the reasonable judgment of the Mortgagee, the Mortgage Proceeds shall be insufficient to restore, repair, replace or rebuild the improvements on the Land in a condition substantially similar to or better than 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 Mortgage Proceeds, shall be sufficient to restore, repair, replace or rebuild the improvements on the Land in a condition substantially similar to that existing immediately prior to the damage or destruction (or as otherwise reasonably approved by the Mortgagee);

(5) Subject to the terms and conditions of the Credit Agreement for mandatory prepayments, 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 earliest Maturity Date (as defined in the Credit Agreement) applicable to the Facilities (as defined in the Credit Agreement); and

(6) The Mortgagor shall have delivered to the Mortgagee, on or prior to the one year anniversary of the relevant casualty event, a certificate stating that all Mortgage Proceeds made available to the Mortgagor pursuant to this Section 3.08(G) have in fact been applied to purchase replacements for the improvements on the Land that were the subject of the relevant casualty event.

Any Mortgage Proceeds remaining after reimbursement of the Mortgagor for the cost of restoring, repairing, replacing or rebuilding the improvements on the Land, as described above, and any Mortgage Proceeds available upon the occurrence and continuance of any Default or Event of Default, may, at the Mortgagee's option, be held as collateral for the Obligations or applied to partial prepayment of the Obligations. Except as set forth in the Credit Agreement, any such application of the Mortgage Proceeds to the payment of the Obligations shall be without prepayment premium or penalty, if any, otherwise applicable and shall not extend or postpone the due dates of the monthly installments payable under the Credit Agreement or change the amount of such installments. Any remaining Mortgage Proceeds not applied to or held as collateral for the Obligations shall be paid to Mortgagor, subject to the terms and conditions 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 the 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 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, 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 Obligors made in or pursuant to this Mortgage or any of the other Loan Documents, to preserve or protect any right or interest of the Mortgagee in the Mortgaged Property or under or pursuant to this Mortgage or any of the other Loan Documents, 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 or other property or assets of the Mortgagor (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 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 at a rate equal at all times to 4% per annum above the "CoBank Base Rate." For purposes hereof, the CoBank Base Rate shall mean the rate of interest established by the Mortgagee from time to time as the CoBank Base Rate, which rate is intended by the Mortgagee to be a reference rate and not its lowest 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. The Mortgagor shall notify the Mortgagee promptly upon the acquisition of any fee or leasehold estate in real property and, to the extent required under the Credit Agreement, shall execute and record such amendments or supplements to this Mortgage or other documents or instruments as are necessary or appropriate to subject such real property to the Lien of this Mortgage and shall deliver such executed and recorded amendments or supplements or other documents or instruments to the Mortgagee. 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 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, 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, or any part thereof, 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 shall be adjusted jointly by the Mortgagor and the Mortgagee. Subject in all respects to the Credit Agreement, all awards payable as a result of a Taking shall be paid to the Mortgagee and applied to prepay the Obligations.

(B) **Application to Replacement.** Subject in all respects to the Credit Agreement, the Mortgagee shall make all sums paid to it from any Taking ("**Taking 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 replacement of the improvements on the Land, in accordance with any and all procedures reasonably required by the Mortgagee (and shall not be applied toward the payment of the Obligations until after replacement of the improvements on the Land) provided each of the following conditions shall be met:

(1) There shall at the time of the Taking 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 replacement promptly, and in any event within thirty (30) days of the Taking;

(3) The Mortgagee shall receive, not later than one year after the Taking, evidence reasonably satisfactory to the Mortgagee that the improvements on the Land have been fully replaced or that by application of the Taking Proceeds will be fully replaced (with such replacement property to be in a condition substantially similar to or better than that existing immediately prior to the Taking (or as otherwise reasonably approved by the Mortgagee)), free and clear of all liens other than the Permitted Liens, except as otherwise expressly permitted herein;

(4) If, in the reasonable judgment of the Mortgagee, the Taking Proceeds shall be insufficient to replace the improvements on the Land in a condition substantially similar to or better than that existing immediately prior to the Taking (or as otherwise reasonably approved by the Mortgagee), the Mortgagor shall demonstrate to the Mortgagee the availability of funds which, together with the Taking Proceeds, shall be sufficient to replace the improvements on the Land in a condition substantially similar to that existing immediately prior to the Taking (or as otherwise reasonably approved by the Mortgagee);

(5) There shall, in the reasonable judgment of the Mortgagee, remain sufficient time to complete the replacement of the improvements on the Land prior to the earliest Maturity Date (as defined in the Credit Agreement) applicable to the Facilities; and

(6) The Mortgagor shall have delivered to the Mortgagee, on or prior to the one year anniversary of the relevant Taking, a certificate stating that all Taking Proceeds made available to the Mortgagor pursuant to this Section 3.11(B) have in fact been applied to purchase replacements for the improvements on the Land that were the subject of the relevant Taking.

Any proceeds remaining after reimbursement of the Mortgagor for the cost of replacing the improvements on the Land, as described above, at the Mortgagee's option, shall be applied to prepayment of the Obligations. Any such application of the Taking Proceeds to the payment of the Obligations shall be without prepayment premium or penalty, if any, otherwise applicable and shall not extend or postpone the due dates of the monthly installments payable under the Credit Agreement or change the amount of such installments. Any remaining Taking Proceeds not applied to the Obligations shall be paid to the Mortgagor.

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, all of which, to the extent that they deal with representations of fact, are based on the Mortgagor's present knowledge, arrived at after reasonable inquiry.

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

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

(2) The Mortgagor shall not conduct or allow to be conducted, in violation of any Environmental Law, any business, operations or activity on the Mortgaged Property, or, 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 Materials, or any other substance which is prohibited, controlled or regulated under applicable law. The Mortgagor shall not use the Mortgaged Property in a way that poses a threat or nuisance to public safety, health or the environment, or cause or allow to be caused a known or suspected release of Hazardous Materials, on, under, or from the Mortgaged Property.

(3) The Mortgagor shall not do or permit any act or thing, business or operation that poses an unreasonable risk of harm, or materially impairs or may materially impair the value of the Mortgaged Property or any part thereof.

(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 Materials 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. Other than as provided in the schedules to the Credit Agreement, 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 Materials 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 Materials; or (4) the Mortgaged Property is subject to a Lien in favor of any governmental entity for any liability, costs or damages, under any Environmental Law arising from, or costs incurred by such governmental entity in response to, a release or a threatened release of a Hazardous Material. 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 and its tenants shall immediately provide a copy to the Mortgagee.

(D) Right of Inspection. Upon reasonable notice to the Mortgagor and subject to any limitations contained in the Credit Agreement, the Mortgagee, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Mortgaged Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of the Credit Agreement. If the Mortgagor has a reasonable basis to believe that there has been a material release of Hazardous Materials 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 security interest. 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) **Indemnity.** The Mortgagor agrees to indemnify and hold the Mortgagee, its directors, employees, agents, and its successors and assigns, harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, judgments, administrative orders, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including without limitation attorney's fees and expenses) arising directly or indirectly, in whole or in part, out of any failure of the Mortgagor to comply with the environmental representations, warranties, and covenants contained herein.

(F) **Continuation of Representations, Warranties, Covenants and Indemnities.** The Mortgagor's representations, warranties, covenants, and indemnities contained herein shall survive the occurrence of any event whatsoever, including, without limitation, the satisfaction of the Obligations secured hereby, the reconveyance or foreclosure of this Mortgage, the acceptance by the Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Mortgaged Property.

(G) **Corrective Action.** In the event the Mortgagor is in breach of any of its representations, warranties or agreements as set forth above, then, without limiting the Mortgagee's other rights hereunder, the Mortgagor, at its sole expense, shall take all actions required, including, without limitation, environmental cleanup of the Mortgaged Property, to comply with the representations, warranties, and covenants contained herein and with all applicable legal requirements and, in any event, shall take all actions deemed necessary under all applicable Environmental Laws.

(H) **Hazardous Materials Defined.** The term "Hazardous Materials" shall mean dangerous, toxic, or hazardous pollutants, contaminants, chemicals, wastes, materials or substances, as defined in or governed by the provisions of any Environmental Law.

Section 3.14. Non-Homestead Property. The Mortgaged Property is not homestead property.

ARTICLE IV.

EVENTS OF DEFAULT AND REMEDIES OF THE MORTGAGEE

Section 4.01. 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 the 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;

(C) foreclose this Mortgage, either judicially or nonjudicially, in accordance with Iowa law, and, in any foreclosure proceeding the court shall, upon application, at once, and without notice to the Mortgagor, or any party claiming under the Mortgage, and without giving bond on such application (such notice and bond being hereby expressly waived) and also without reference to the then value of the Mortgaged Property, to the use of said Mortgaged Property as a homestead, or to the solvency or insolvency of any person liable for any of the Obligations secured hereby, appoint a receiver for the benefit of the legal holder of the Obligations secured hereby, to take possession of the Mortgaged Property, with power to collect rents, issues, and profits of the Mortgaged Property, then due or to become due, during the pendency of such foreclosure suit, and until the time to redeem the same shall expire (such rents, issues and profits being hereby expressly assigned and pledged as additional security for the payment of the Obligations secured by this Mortgage); 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); this provision for appointment of a receiver being expressly a condition upon which the loan hereby secured was made; and Mortgagor hereby further consents that said receiver may, out of the said rents, pay prior or subordinate liens, the taxes, assessments, water rates and insurance on Mortgaged Property, then due or unpaid or accruing whether before or after the filing of such bill, and for any necessary repairs thereon, and management and rental fees and any other proper charges, and the amount of any deficiency decree; provided that, in case of any default or breach, as aforesaid, as a concurrent (and not alternative or exclusive) remedy and measure for making effective the terms provisions and purposes hereof, it shall be lawful for Mortgagee, its agent or attorney forthwith (either with or without process of law, forcibly or otherwise) to enter upon and take possession of said Mortgaged Property and to expel and remove any person, goods or chattels, occupying or upon the same, to collect and to receive all the rents, issues and profits therefrom, from time to time, to manage and control the same and make all necessary repairs, and lease the same or any part thereof at such rentals as in its sole discretion it may deem just and reasonable, and after deducting all reasonable attorneys' fees and all expenses incurred in the protection, care, repair and management of said Mortgaged Property, apply the remaining income upon the Obligations hereby secured in the same manner as is hereafter provided upon the sale of said Mortgaged Property under foreclosure as enumerated in Iowa Code Section 654.14; and the Mortgagor hereby expressly releases and waives any and all right to possession, control or management of the Mortgaged Property, or to the rents, issues and profits therefrom, after any default or breach of the terms or provisions of this Mortgage and the Mortgagor hereby further expressly releases and waives any and all damages and claims for damages occasioned by such expulsion; and

(D) to the extent permitted under Iowa law, sell or cause to be sold all of the Mortgaged Property or any part thereof, and all right, title, interest, claim and demand of the Mortgagor therein or thereto, at public auction at such place in any county in which the property to be sold, or any part thereof, is located, at such time, upon such notice, and upon such terms as may be specified in a notice of sale, which shall state the time when and the place where the sale is to be held, shall contain a brief description of the property to be sold, and shall be given by mailing a copy thereof to the Mortgagor at least fifteen (15) days prior to the date fixed for such sale and by publishing the same once in each week for two successive calendar weeks prior to the date of such sale in a newspaper of general circulation published in said county or, if no such newspaper is published in such county, in a newspaper of general circulation in such county, the first such publication to be not less than fifteen (15) days nor more than thirty (30) days prior to the date fixed for such sale; any sale to be made under this Section may be adjourned from time to time by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and without further notice or publication the sale may be had at the time and place at which the same shall be adjourned; notwithstanding the foregoing, in the event another or different notice of sale or another or different manner of conducting the same shall be required by law, the notice of sale shall be given or the sale be conducted, as the case may be, in accordance with the applicable provisions of law; the costs and expenses incurred by the Mortgagee (including, but not limited to, receiver's fees, counsel fees, cost of advertisement and agents' compensation) in the exercise of any of the remedies provided in this Mortgage shall be secured by this Mortgage.

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 the Mortgagor 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 applicable 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) the Mortgagee in such action files an election to waive any deficiency judgment against the Mortgagor or its successor in interest in such action. If the redemption period is so reduced, the 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 the 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 4.02. 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 as provided in the Credit Agreement, except as otherwise required by applicable law.

Section 4.03. 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 the Credit Agreement 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 4.04. Waiver of Appraisal 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 appraisal, 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.

Section 4.05. Expenses of Exercising Rights, Powers and Remedies. The reasonable and documented expenses (including any receiver's fees, attorneys' fees, appraisers' fees, environmental engineers' and/or consultants' fees, costs incurred for documentary and expert evidence, stenographers' charges, publication costs, costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) of procuring all abstracts of title, continuations of abstracts of title, title searches and examinations, title insurance policies and commitments and extensions therefor, Torrens duplicate certificates of title, Uniform Commercial Code and chattel lien searches, and similar data and assurances with respect to title as the Mortgagee may deem reasonably necessary either to prosecute any foreclosure action or to evidence to bidders at any sale which may be had pursuant to any foreclosure decree the true condition of the title to or the value of the Mortgaged Property, and agent's compensation) incurred by the Mortgagee after the occurrence of any Default or Event of Default and/or in pursuing the rights, powers and remedies contained in this Mortgage shall be immediately due and payable by the Mortgagor, with interest thereon from the date incurred at the rate set forth in Section 3.09 hereof, and shall be added to the indebtedness secured by this Mortgage.

Section 4.06. Restoration of Position. In case the Mortgagee shall have proceeded to enforce any right under this Mortgage by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then, and in every such case, the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder with respect to the Mortgaged Property subject to the lien hereof.

Section 4.07. Marshalling. The Mortgagor, for itself and on behalf of all persons, parties and entities which may claim under the Mortgagor, hereby waives all requirements of law relating to the marshalling of assets, if any, which would be applicable in connection with the enforcement by the Mortgagee of its remedies for an Event of Default hereunder, absent this waiver. The Mortgagee shall not be required to sell or realize upon any portion of the Mortgaged Property before selling or realizing upon any other portion thereof.

ARTICLE V.

POSSESSION UNTIL DEFAULT; SATISFACTION

Section 5.01. Possession Until Default. Until one or more Events of Default shall have occurred, 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 well and truly pay or cause to be paid the Obligations at the times and in the manner provided in the Credit Agreement, and shall also pay or cause to be paid all other sums payable by the Mortgagor hereunder, and shall keep and perform all covenants herein and in the other Loan Documents required to be kept and performed by it, and there are no further obligations to make advances under the Credit Agreement, 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, upon the written request of the Mortgagor, enter satisfaction of this Mortgage upon the record.

ARTICLE VI.

MISCELLANEOUS

Section 6.01. 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 THE 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**"). 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. 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 6.02. 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:

Landus Cooperative
2321 North Loop Drive
Suite 220
Ames, IA 50010
Attention: Mark W. Miner

- (b) Name and Address of Secured Party:

CoBank, ACB
6340 S. Fiddlers Green Circle
Greenwood Village, CO 80111
Attention: Credit Information Services

- (c) This document covers goods which are or are to become fixtures.
(d) Description of Real Estate: See Exhibit "A" of this Mortgage.
(e) Owner of Record of Real Estate: Debtor.

Section 6.03. Assignment of Rents and Profits. This Mortgage constitutes an assignment of rents and profits and affords the Mortgagee, to the fullest extent allowed by law, the rights and remedies of a mortgage lender or secured lender pursuant thereto.

(A) Upon the occurrence and during the continuance of any Event of Default, the Mortgagee may, in addition to all other rights in the Mortgage, at its option, at any time:

(1) In the name, place and stead of the Mortgagor and without becoming a mortgagee in possession (a) enter upon, manage and operate the Mortgaged Property or retain the services of one or more independent contractors to manage and operate all or any part of the Mortgaged Property; (b) make, enforce, modify and accept surrender of the Leases; (c) obtain or evict tenants, collect, sue for, fix or modify the Rents and enforce all rights of Mortgagor under the Leases; and (d) perform any and all other acts that may be necessary or proper to protect the security of this Mortgage.

(2) With or without exercising the rights set forth in subparagraph (A)(1)(a) above, give or require the Mortgagor to give, notice to any or all tenants and guarantors under the Leases and other parties obligated to pay Rents authorizing and directing the tenants or other parties obligated to pay Rents to pay all Rents directly to the Mortgagee.

(3) Without regard to waste, adequacy of the security or solvency of the Mortgagor, apply for, and the Mortgagor hereby consents to, the appointment of a receiver of the Mortgaged Property, whether or not foreclosure proceedings have been commenced, and whether or not a foreclosure sale has occurred. The receiver will have authority to make Leases for terms which extend beyond the receivership.

The exercise of any of the foregoing rights or remedies and the application of the Rents pursuant to this Section 6.03, will not cure or waive any Event of Default (or notice of Default) or invalidate any act done pursuant to such notice.

(B) All Rents collected by the Mortgagee or any receiver each month shall be applied in the manner consistent with the requirements for application of rents, profits, and all income of any kind, as follows:

(1) If received prior to any foreclosure sale of the Mortgaged Property pursuant to this Mortgage, to the Mortgagee for payment of the indebtedness secured hereby, but no such payment made after acceleration of the indebtedness secured hereby will affect such acceleration;

(2) If received during or with respect to the period of redemption after a foreclosure sale of the Mortgaged Property pursuant to this Mortgage:

(a) if the purchaser at the foreclosure sale is not the Mortgagee, first to the Mortgagee to the extent of any deficiency of the sale proceeds to repay the indebtedness secured hereby, second to the purchaser as a credit to the redemption price, but if the Mortgaged Property is not redeemed, then to the purchaser of the Mortgaged Property;

(b) if the purchaser at the foreclosure sale is the Mortgagee, to the Mortgagee to the extent of any deficiency of the sale proceeds to repay the indebtedness secured hereby and the balance to be retained by the Mortgagee as a credit to the redemption price, but if the Mortgaged Property is not redeemed, then to the Mortgagee, whether or not any such deficiency exists.

The rights and powers of the Mortgagee under this Mortgage and the application of Rents under this Section 6.03 shall continue until expiration of the redemption period from any foreclosure sale, whether or not any deficiency remains after a foreclosure sale.

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 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 assignment, transfer, mortgage, hypothecation or pledge of the rights or interests of the Mortgagee hereunder or under the Credit Agreement 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: Landus Cooperative
2321 North Loop Drive
Suite 220
Ames, IA 50010
Attention: Mark W. Miner
Fax No: (515) 233-2473

As to the Mortgagee: CoBank, ACB, as Administrative Agent
6340 S. Fiddlers Green Circle
Greenwood Village, CO 80111
Attention: Credit Information Services
Fax No: (303) 224-6101

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. This Mortgage shall be construed in accordance with and governed by the laws of the State of Colorado without regard to conflicts of law principles that would require the application of the laws of another jurisdiction; provided, however, that the laws of the State of Iowa, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction, shall govern the creation, perfection, priority, validity and enforcement of the Lien provided for herein.

Section 6.09. Indemnification by the Mortgagor of the Mortgagee. The Mortgagor agrees to indemnify and save harmless the Mortgagee against any liability or damages which the Mortgagee may incur or sustain in the exercise and performance of its rightful powers and duties hereunder, including any liability or damages arising from the Mortgagor's failure to comply with any Environmental Law or the like applicable to the Mortgaged Property. For such indemnity, the Mortgagee shall be secured under this Mortgage in the same manner as the Obligations and all amounts payable under this Section shall be paid to the Mortgagee with interest at the rate specified in Section 3.09. The Mortgagor's obligations under this Section shall survive the exercise by the Mortgagee of its rights and remedies hereunder, any foreclosure on all or any part of the Mortgaged Property and the cancellation or satisfaction of this Mortgage.

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.

Section 6.10. Amendment and Restatement. That certain Real Estate Mortgage, Security Agreement, Assignment of Rents and Fixture Filing dated as of July 24, 2009 by the Mortgagor, as successor-in-interest to Farmers Cooperative Company, in favor of the Mortgagee and recorded August 18, 2009 as Document No. 2009-2609 in Book 2009, Page 2609 in the records of Madison County, Iowa (as amended, restated, supplemented or otherwise modified prior to the date hereof, 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.

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

Signatures pages follow.

IN WITNESS WHEREOF, the 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.

LANDUS COOPERATIVE

By: Mark W. Miner
Print Name: Mark W. Miner
Title: Chief Financial Officer

STATE OF IOWA)
COUNTY OF Story)

This record was acknowledged before me on this 18th day of February, 2020, by Mark W. Miner, as Chief Financial Officer of Landus Cooperative, a cooperative association formed under the laws of the State of Iowa, on behalf of the cooperative association.

(SEAL)

Dalen Uhlenhopp
Notary Public

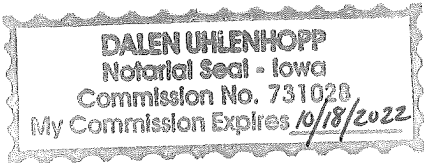


EXHIBIT A

Real property in the City of Earlham, County of Madison, State of Iowa, described as follows:

PARCEL 1:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, in Block 7, in the Original Town of Earlham, Madison County, Iowa.

[Current tax parcel number: 851000107000000].

PARCEL 2:

Lot 2 in Block 8, in the Original Town of Earlham, Madison County, Iowa.

[Part of current tax parcel number: 851000108022000].

PARCEL 3:

That part of Lot 1 in Block 16, in the Original Town of Earlham, Madison County, Iowa, described as follows: Beginning 28 feet north of the southeast corner of said Lot 1 in Block 16; thence South to said southeast corner; thence West to the southwest corner of said Lot 1; thence North 54.25 feet (54 ¼ feet); thence Easterly on a straight line to the point of beginning; and also beginning at the northwest corner of said Lot 1 in Block 16; thence South along the west line thereof 27 feet, more or less, to a point 25 feet southwesterly, measured at right angles, from the northerly line of said Lot 1; thence Southeasterly along a line 25 feet southwesterly from and parallel with the northerly line of said Lot 1, 150 feet, more or less to the west line of Chestnut Street; thence North to the northeast corner of said Lot 1; thence Northwesterly along the northerly line of said Lot 1 to the point of beginning;

EXCEPT Parcel 3 and Parcel 4 as described in the Acquisition Plat attached to the Corporate Quit Claim Deed recorded August 3, 2004 in Book 2004, Page 3608 of the records of the Recorder for Madison County, Iowa.

[Part of current tax parcel number: 851000116021000].

PARCEL 4:

Lots 2, 3, 4 and 5, in Block 16, in the Original Town of Earlham, Madison County, Iowa.

[Remainder of current tax parcel number: 851000116021000].

PARCEL 5:

Lots 1 and 2 in Block 15, in the Original Town of Earlham, Madison County, Iowa.

[Part of current tax parcel number: 851000115061000].

PARCEL 6:

Lot 10 in Block 16, in the Original Town of Earlham, Madison County, Iowa;

EXCEPT Parcel 1 as described in the Acquisition Plat attached to the Corporate Quit Claim Deed recorded August 3, 2004 in Book 2004, Page 3608 of the records of the Recorder for Madison County, Iowa.

[Part of current tax parcel number: 851000116060000].

PARCEL 7:

Lot 11 in Block 16, in the Original Town of Earlham, Madison County, Iowa;

EXCEPT the South 45 feet thereof;

AND ALSO EXCEPT Parcel 2 as described in the Acquisition Plat attached to the Corporate Quit Claim Deed recorded August 3, 2004 in Book 2004, Page 3608 of the records of the Recorder for Madison County, Iowa.

[Part of current tax parcel number: 851000116081100].

PARCEL 8:

Parcels A, B and C as shown on the Plat of Survey recorded May 12, 2004 in Book 2004, Page 2163 of the records of the Recorder for Madison County, Iowa; said Parcel A adjoins the northwest corner of Lot 11 in Block 16; said Parcel B lies within said Lot 11 in Block 16; and said Parcel C lies within Lot 1, Lot 11, and a portion of the vacated alley lying between said Lots 1 and 11, all in Block 16, in the Original Town of Earlham, Madison County, Iowa.

[Remainder of current tax parcel number 851000116060000, and part of current tax parcel number 851000116081100].

PARCEL 9:

All that part of the West Half of the Northwest Quarter of Section 2, Township 77 North, Range 29 West of the 5th Principal Meridian, Town of Earlham, Madison County, Iowa, lying South of the Chicago, Rock Island and Pacific Railway right of way as now located. Also described as Parcel D in the Plat of Survey recorded June 10, 2009 in Book 2009, page 1805 of the records of the Recorder for Madison County, Iowa.

[Current tax parcel number: 250040246020000].

PARCEL 10:

The North Half of the Northwest Quarter of the Southeast Quarter of Section 7, Township 77 North, Range 28 West of the 5th Principal Meridian, Town of Earlham, Madison County, Iowa;

EXCEPT Parcel B located in the Northwest Quarter of the Southeast Quarter of said Section 7, as shown and described on the Plat of Survey recorded June 18, 1998 in Book 3, Page 280 of the records of the Recorder for Madison County, Iowa. Also described as Parcel E in the Plat of Survey recorded June 10, 2009 in Book 2009, page 1806 of the records of the Recorder for Madison County, Iowa.

[Current tax parcel number: 200030784012000].

PARCEL 11:

The following 5 Tracts, formerly a part of the Chicago, Rock Island and Pacific Railroad Company, and the Heartland Rail Corporation, located in the Southwest Quarter of the Southwest Quarter of Section 6, Township 77 North, Range 28 West of the 5th Principal Meridian, in the City of Earlham, Madison County, Iowa, said tracts being more particularly described as follows:

TRACT 1: Beginning at the northwest corner of Lot 2 in Block 8 of the Original Town of Earlham, Madison County, Iowa; thence North along the east line of Elm Street in said town 105 feet, more or less, to a line being 50 feet southerly of and parallel with the center line of the Chicago, Rock Island and Pacific Railroad Company's station grounds in said town; thence Southeasterly along said parallel line 305 feet; thence South parallel with the west line of Locust Street in said town, 105 feet more or less, to the southerly line of said station grounds; thence Northeasterly along said southerly line of said station grounds 305 feet to the point of beginning; said tract being land conveyed by Quit Claim Deed recorded April 17, 1969 in Book 39 Town Lot Deeds, page 152 of the records of the Recorder for Madison County, Iowa.

[Remainder of current tax parcel number 851000108022000].

TRACT 2: Beginning on the southerly line of the above mentioned right of way 55 feet east of the east line of said Locust Street; thence South to the northerly line of Block 16 in said Original Town of Earlham; thence Southeasterly along the northerly line of said Block 16 to the west line of Chestnut Street in said town; thence North along the west line of Chestnut Street to the southerly line of the above

mentioned right of way; thence Northwesterly along said right of way line to the point of beginning; said tract being part of land conveyed as parcel 2 by Quit Claim Deed recorded April 17, 1969 in Book 39 Town Lot Deeds, page 137 of the records of the Recorder for Madison County, Iowa.

[Part of current tax parcel number: 851000116081100].

TRACT 3: Beginning on the southerly line of said right of way at its intersection with the east line of said Chestnut Street; thence South to the northwest corner of Block 15 in said Original Town of Earlham; thence Southeasterly along the northerly line of said Block 15 to the west line of Sycamore Street in said Town; thence North to the southerly line of said right of way; thence Northwesterly along said right of way line to the point of beginning; said tract being part of land conveyed as parcel 3 by Quit Claim Deed recorded April 17, 1969 in Book 39 Town Lot Deeds, page 137 of the records of the Recorder for Madison County, Iowa.

[Remainder of current tax parcel number: 851000115061000].

TRACT 4: Beginning on the southerly line of said right of way at its intersection with the east line of said Sycamore Street; thence South to the northwest corner of Block 14 in said Original Town of Earlham; thence Southeasterly along the northerly line of said Block 14 to the west line of Maple Street in said town; thence North to the southerly line of said right of way; thence Northwesterly along said right of way line to the point of beginning; said tract being land conveyed as parcel 4 by Quit Claim Deed recorded April 17, 1969 in Book 39 Town Lot Deeds, page 137 of the records of the Recorder for Madison County, Iowa.

[Current tax parcel number: 850000114010000].

TRACT 5: Beginning at the northwest corner of Parcel 2, as described in that certain Quit Claim Deed recorded in Book 39 Town Lot Deeds, page 137; thence Northwesterly on a line 8.5 feet perpendicularly distant southerly from the center line of stock track, as it existed on March 5, 1976, to a point 305 feet East of the east line of Elm Street, as extended; thence South 115 feet, more or less, to the southerly line of the station grounds of the former Chicago, Rock Island and Pacific Railroad Company; thence Southeasterly on said southerly line of said station grounds 102 feet to the east line of Locust Street; thence continuing southerly on said southerly line 55 feet, more or less, to the westerly boundary of said parcel 2; thence Northerly along said Westerly boundary of said parcel 2, 100 feet, more or less, to the point of beginning; being land conveyed by Quit Claim Deed recorded May 28, 1993 in Book 58 Town Lot Deeds, page 342 of the records of the Recorder for Madison County, Iowa.

[Remainder of current tax parcel number: 851000116081100].