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BOOK 161 PAGE 541  
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SECOND AMENDMENT TO  
ASSIGNMENT OF LEASES AND RENTSMICHELLE UTSLER  
RECORDER  
MADISON COUNTY, IOWA

This Second Amendment to Assignment of Leases and Rents (the "Second Amendment") is made as of the 20th day of March, 1992, to amend the Assignment of Leases and Rents dated the 30th day of June, 1988, by and between ROSE ACRE FARMS, INC., an Indiana corporation (the "Mortgagor"), and COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "Rabobank Nederland", New York Branch (the "Mortgagee"), as previously amended by the First Amendment to Assignment of Leases and Rents made as of the 15th day of January, 1991, by and between Mortgagor and Mortgagee.

WHEREAS, the Mortgagor and the Mortgagee entered into an Assignment of Leases and Rents dated the 30th day of June, 1988, which covered the real estate described on Exhibit "A" attached hereto and which was recorded on June 30, 1988, in the office of the County Recorder of Madison County, Iowa, in Book 150 of Mortgages at Page 560 and on June 30, 1988, in the office of the County Recorder of Guthrie County, Iowa, in Book 402 of Mortgages at Page 1939 (the "Assignment of Leases and Rents");

WHEREAS, the Assignment of Leases and Rents was previously amended by that certain First Amendment to Assignment of Leases and Rents made as of the 15th day of January, 1991, which was recorded on February 12, 1991, in the office of the County Recorder of Madison County, Iowa, in Book of Mortgages 158 at Page 240 and on February 12, 1991, in the office of the County Recorder of Guthrie County, Iowa, in Book of Mortgages 409, Page 1257 (the "First Amendment") (the Assignment of Leases and Rents, as amended by the First Amendment is hereinafter referred to as the "Assignment");

WHEREAS, the Mortgagor and the Mortgagee have entered into that certain Revolving Credit Agreement dated as of February 26, 1992, under the terms of which Mortgagee agrees to lend, and Mortgagor agrees to borrow, the principal sum of up to \$12,000,000 (the "Revolving Credit Agreement") and that certain Term Loan Agreement dated as of the date hereof, under the terms of which Mortgagee agrees to lend, and Mortgagor agrees to borrow, the principal sum of up to \$3,000,000 (the "1992 Term Loan Agreement"); and

WHEREAS, as a means of inducing the Mortgagee to enter into the 1992 Term Loan Agreement, Mortgagee agrees to execute and deliver this Second Amendment in order that the Assignment, as amended by this Second Amendment also secures Mortgagee's indebtedness, liability and obligations under the Revolving Loan Agreement and the 1992 Term Loan Agreement, and any and all other indebtedness, liabilities and obligations now and at any time and from time to time owing by the Mortgagor to the Mortgagee.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Mortgagor and the Mortgagee hereby amend the Assignment as follows:

A. Section 1.2 of the Assignment is amended and restated in its entirety, as follows:

1.2 This Assignment is made for the purpose of securing the following (collectively, the "Obligations"):

(a) Payment and performance of all indebtedness, liabilities and obligations evidenced by that certain Term Loan Agreement made as of June 30, 1988, between Mortgagor and Mortgagee (the "Term Loan Agreement") and that certain Promissory Note dated as of June 30, 1988, executed and delivered by Mortgagor to Mortgagee pursuant to the terms of the Term Loan Agreement (the "Term Note"); and

(b) Payment and performance of all indebtedness, liabilities and obligations evidenced by that certain Term Loan Agreement made as of March 20, 1992, between Mortgagor and Mortgagee (the "1992 Term Loan Agreement") and that certain Promissory Note dated as of March 20, 1992, executed and delivered by Mortgagor to Mortgagee pursuant to the terms of the Term Loan Agreement (the "1992 Term Note"); and

(c) Payment and performance of all indebtedness, liabilities and obligations evidenced by that certain Revolving Credit Agreement made as of February 26, 1992, between Mortgagor and Mortgagee (the "Revolving Credit Agreement") and that certain Promissory Note dated as of February 26, 1992, executed and delivered by Mortgagor to Mortgagee pursuant to the terms of the Revolving Credit Agreement (the "Revolving Credit Note"); and

(d) Payment to the Mortgagee, or order, the aggregate principal amount of \$3,808,730.00 including (i) the repayment of all indebtedness of the Mortgagor arising under the January Reimbursement Agreement on account of any draft drawn under the January Letter of Credit, and which indebtedness is due and payable on the day a draft under the January Letter of Credit is honored, and all renewals, extensions and modifications thereof and any agreement or note issued in evidence thereof or in substitution therefore; (ii) the payment of

the annual commission for causing the issuance of the January Letter of Credit designated in the January Reimbursement Agreement; (iii) the payment of all other sums as may be advanced by the Mortgagee in accordance with the January Reimbursement Agreement; (iv) interest on all amounts described above at an annual rate which shall at all times be equal to the rate of interest announced by the Mortgagee from time to time as its base rate plus 1 1/2%; and (v) the payment and performance of all other indebtedness, liabilities or obligations of the Mortgagor to the Mortgagee arising as a result of the covenants and agreements of the Mortgagor contained in the January Reimbursement Agreement or this Mortgage; and

(e) Payment to the Mortgagee, or order, the aggregate principal amount of \$6,430,000.00 including (i) the repayment of all indebtedness of the Mortgagor arising under the February Reimbursement Agreement on account of any draft drawn under the February Letter of Credit, and which indebtedness is due and payable on the day a draft under the February Letter of Credit is honored, and all renewals, extensions and modifications thereof and any agreement or note issued in evidence thereof or in substitution therefore; (ii) the payment of the annual commission for causing the issuance of the February Letter of Credit designated in the February Reimbursement Agreement; (iii) the payment of all other sums as may be advanced by the Mortgagee in accordance with the February Reimbursement Agreement; (iv) interest on all amounts described above at an annual rate which shall at all times be equal to the rate of interest announced by the Mortgagee from time to time as its base rate plus 1 1/2%; and (v) the payment and performance of all other indebtedness, liabilities or obligations of the Mortgagor to the Mortgagee arising as a result of the covenants and agreements of the Mortgagor contained in the February Reimbursement Agreement or this Mortgage (the Term Loan Agreement, 1992 Term Loan Agreement, Revolving Credit Agreement, January Reimbursement Agreement and February Reimbursement Agreement are hereafter individually and collectively referred to as the "Credit Agreement;" and the Term Note, 1992 Term Note and the Revolving Credit Note are hereafter individually and collectively referred to as the "Note"); and

(f) Performance and discharge of each and every obligation, covenant and agreement of the Mortgagor contained herein and in the Credit Agreement, as amended by that certain First Amendment to Mortgage and Security Agreement made as of January 15, 1991, between Mortgagor and Mortgagee (the "First Amendment") and that certain Second Amendment to Mortgage and Security Agreement made as of March 20, 1992 between Mortgagor and Mortgagee (the "Second Amendment") (the Mortgage, as amended by the First Amendment and the Second Amendment are hereinafter referred to as the "Mortgage"); and

(g) Payment and performance of all indebtedness, liability or obligation at any time and from time to time owing by the Mortgagor to the Mortgagee on account of any and all past, present, or future loans, guaranties, advances, accommodations and other extensions of credit for any purpose, whether such indebtedness, liability or obligation is direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several, to the same extent and having the same priority as if such future or additional loans, advances, or readvances were made on the date of the execution of this Mortgage. 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 Forty Million Dollars (\$40,000,000) plus interest thereon at the applicable rate therefor and any disbursements made under the Note, Credit Agreement, Mortgage or this Assignment including, without limitation, the payment of taxes, assessments, levies, insurance premiums, attorneys' fees, costs incurred for the protection of the Mortgaged Collateral, or otherwise with interest on such disbursements at the rate specified in the Note, Credit Agreement, Mortgage or this Assignment, as the case may be, from time to time. It is agreed that any such indebtedness, liability or obligation shall be equally secured with, and have the same priority as, the original principal and shall be subject to all of the terms, provisions, and conditions of this Assignment, whether or not, any written instrument, agreement or document evidencing such indebtedness, liability or obligation contain a recital that it or they are secured by this Assignment.

B. The Assignment is amended by the deletion of the paragraph 1.3, added by the First Amendment, in its entirety.

C. Except as specifically provided herein, the Assignment, as amended by this Second Amendment, shall be and remains in full force and effect and not modified or further amended or changed hereby.

D. This Amendment may be executed in any number of counterparts, each of which for all purposes shall be deemed to be an original.

IN WITNESS WHEREOF, the Mortgagor has executed this First Amendment as of the above date.

ROSE ACRE FARMS, INC.

By Lois M. Rust  
Its President

By Mark Fish  
Its Assistant Secretary CFO

STATE OF INDIANA )  
 ) ss.  
COUNTY OF MARION )

On this 20<sup>th</sup> day of March, 1992, before me, the undersigned, a Notary Public in and for the State of Indiana, personally appeared Lois M. Rust & Mark Fish and \_\_\_\_\_, who, being by me duly sworn duly say that they are the President and Asst. Secretary CFO, respectively, of Rose Acre Farms, Inc., executing the within and foregoing instrument; that (no seal has been procured by the said) (the seal affixed thereto is the seal of said) corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and the said President and Asst. Secretary CFO, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Joseph K. Kelly  
Notary Public Joseph K. Kelly  
My commission expires 3-6-95  
I am a resident of Marion  
County, Indiana

COOPERATIEVE CENTRALE RAIFFEISEN-<sup>DSR</sup>  
BOERENLEENBANK B.A., "Rabobank  
Nederland", New York Branch

By Joanna M. Solcowski  
Its Authorized Officer

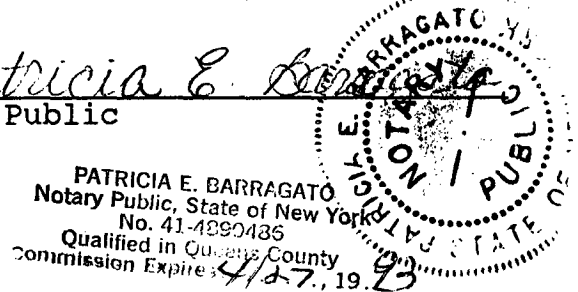
By [Signature]  
Its Authorized Officer

**ROBERT B. BENOIT**  
Senior Vice President

STATE OF NEW YORK )  
                                  ) ss.  
COUNTY OF NEW YORK )

On this 18th day of March, 1992, before me, the under-  
signed, a Notary Public in and for the State of NEW YORK, person-  
ally appeared Joanna M. Solcowski and  
Robert B. Benoit, who, being by me duly sworn  
duly say that they are the V. Pres. and V. Pres.,  
respectively, of Cooperatieve Centrale Raiffeisen-Boerenleenbank  
B.A., "Rabobank Nederland", New York Branch, executing the within  
and foregoing instrument; that (no seal has been procured by the  
said) (the seal affixed thereto is the seal of said) bank; that  
said instrument was signed (and sealed) on behalf of said bank by  
authority of its Board of Directors; and the said  
V. Pres. and V. Pres., as such officers, acknowl-  
edged the execution of said instrument to be the voluntary act  
and deed of said bank, by it and by them voluntarily executed.

Patricia E. Barragato  
Notary Public



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This Instrument was prepared by Steven C. Turner, Esq., Baird, Holm, McEachen, Pedersen, Hamann & Strasheim, 1500 Woodmen Tower, Omaha, Nebraska 68102-2068.

Return to: Steven C. Turner, Esq., Baird, Holm, McEachen, Pedersen, Hamann & Strasheim, 1500 Woodmen Tower, Omaha, Nebraska 68102-2068.

EXHIBIT "A" TO  
SECOND AMENDMENT TO  
ASSIGNMENT OF LEASES AND RENTS

Schedule A Legal Description Continued

File No.: A A186174

PARCEL I:

The West half (W1/2) of the Northeast Quarter (NE1/4) and Lot One (1) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) and Lot One (1) of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4), all in Section Thirty-six (36), Township Eighty (80) North, Range Thirty-two (32) West of the Fifth P.M., in Guthrie County, Iowa. EXCEPT a parcel of land located in the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of said Section Thirty-Six (36), described as follows: Commencing at the East Quarter corner of said Section 36; thence West (assumed), 1,405.00 feet along the South line of the NE1/4 of said Section 36; thence North 50.00 feet to the R.O.W. line of County Highway N-70, the point of beginning, thence continuing North 185.00 feet, thence West 180.00 feet; thence South 185.00 feet, thence East 180.00 feet to the point of beginning.

PARCEL II:

The East half (E1/2) and the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section Thirty-four (34), in Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5th P.M., Madison County, Iowa, EXCEPT a parcel of land in the Northeast Quarter of the Southeast Quarter of Section 34, Township 76 North, Range 28 West of the 5th Principal Meridian, Madison County, Iowa, more particularly described as follows: Commencing at the Southeast corner of Section 34, Township 76 North, Range 28 of the 5th P.M., Madison County, Iowa, thence North 00° 00' 00", 1,918.38 feet along the east line of said Section 34 to the point of beginning. Thence North 90° 00' 00" West 183.00 feet; thence North 00° 00' 00" 100.00 feet; thence South 90° 00' 00" East 183.0 feet to the East line of said Section 34; thence South 00° 00' 00" 100.00 feet to the point of beginning.

Abstract.