

BK: 2026 PG: 3143
Recorded: 10/21/2026 at 8:06:40.0 AM
Pages 7
County Recording Fee: \$37.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$40.00
Revenue Tax: \$0.00
BRANDY L. MACUMBER, RECORDER
Madison County, Iowa

PREPARED BY AND RETURN TO:

Morgan, Lewis & Bockius LLP
One Federal Street
Boston, MA 02110
Attn: Richard A. Toelke, Esq.
Phone No. 617-341-7700

FIRST AMENDMENT TO MORTGAGE

THIS FIRST AMENDMENT TO MORTGAGE (this “**Amendment**”) is dated as of August 27, 2026, by and between IOWA SELECT FARMS, L.L.L.P., an Iowa limited liability limited partnership (“**Borrower**”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as Administrative Agent for the benefit of the Lenders (the “**Bank**”).

RECITALS

A. On December 23, 2024, Borrower executed and delivered that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing in favor of the Bank, which was recorded on December 26, 2024 at Book 2024, Page 3131 with the Recorder’s Office of Madison County, Iowa (the “**Mortgage**”). The Mortgage encumbers certain real property located in the County of Madison, State of Iowa, and more fully described in Exhibit A attached hereto. The Mortgage secures, among other things, Borrower’s obligations under and pursuant to that certain Credit Agreement dated as of November 3, 2022, as amended by that certain Amendment No. 1 to Credit Agreement dated as of March 29, 2024, as further amended by that certain Amendment No. 2 to Credit Agreement dated as of September 30, 2024 (as amended, the “**Existing Credit Agreement**”), by and among Borrower, ISF Production, LLP, an Iowa limited liability limited partnership (“**ISF**”), each lender from time to time party thereto (collectively, the “**Lenders**” and each individually, a “**Lender**”), and the Bank, as administrative agent, pursuant to which Borrower had secured a loan from the Lenders (the “**Loan**”) in the principal sum of \$590,000,000.00 or so much thereof as advanced pursuant to the Existing Credit Agreement.

B. On the date of this Amendment, Borrower, ISF, the Lenders and the Bank entered into that certain Amendment No. 3 to Credit Agreement (as the same may be further amended, modified, restated, supplemented and in effect from time to time, the “**Amendment No. 3 to Credit Agreement**”), which amended the Existing Credit Agreement in its entirety.

C. Borrower and the Bank now desire to amend the Mortgage as more particularly set forth herein and incorporated herein by this reference.

AGREEMENT

In consideration of the mutual promises, covenants, and conditions set forth herein, Borrower and the Bank hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated herein by reference.
2. Amendments to Mortgage. The Mortgage is hereby amended to reflect that Borrower, ISF, the Lenders and the Bank have amended the Existing Credit Agreement pursuant to the Amendment No. 3 to Credit Agreement. Accordingly, all references in the Mortgage to the term "Credit Agreement" shall mean and refer to the Existing Credit Agreement, as amended by the Amendment No. 3 to Credit Agreement, as the same may be further amended, modified, restated, supplemented and in effect from time to time. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Credit Agreement. The Mortgage, as amended by this Amendment, secures, among other things, payment of (a) the Obligations under the Credit Agreement, and (b) all other sums due under the Credit Agreement and the Mortgage (including, without limitation, any advances made by Bank or the Lenders, thereunder).
3. Binding Effect. This Amendment shall become effective only upon recordation in the County Records and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
4. Ratification. Except as set forth in this Amendment, the Mortgage is not modified or amended and all terms and provisions of the same, as herein amended, are hereby ratified and affirmed. Borrower hereby ratifies and affirms all of its obligations, covenants, representations and warranties contained in the Mortgage, except to the extent expressly modified hereby, and Borrower agrees to be bound by the terms and conditions of the Mortgage, as modified by this Amendment.
5. Governing Law. The provisions of this Amendment regarding the creation, perfection and enforcement of the liens and security interests herein granted shall be governed by and construed under the laws of the State of Iowa.
6. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which together shall constitute but one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

BORROWER:

IOWA SELECT FARMS, L.L.P.,
an Iowa limited liability limited partnership

By: Iowa Select Farms, Inc., General Partner

By: 

Name: Landon Drake

Title: Chief Financial Officer

BANK:

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____

Name: Jason D. King

Title: Vice President

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

BORROWER:

IOWA SELECT FARMS, L.L.P.,
an Iowa limited liability limited partnership

By: Iowa Select Farms, Inc., General Partner

By: _____

Name: Landon Drake

Title: Chief Financial Officer

BANK:

U.S. BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: _____

Name: Jason D. King

Title: Vice President

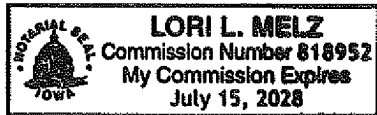
[Signature page to First Amendment to Mortgage]

Notary Block for Borrower

STATE OF Iowa

Polk COUNTY

On this 27 day of August, 2016, before me, the undersigned notary public, personally appeared Landon Drake, as Chief Financial Officer of Iowa Select Farms, Inc., the General Partner of Iowa Select Farms, L.L.L.P., proved to me through satisfactory evidence of identification, which was IA drivers license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



Lori L. Melz
[Official signature and seal of notary]
My commission expires: July 15, 2028

Notary Block for Bank

STATE OF _____

_____ COUNTY

On this ____ day of _____, before me, the undersigned notary public, personally appeared Jason D. King, as Vice President of U.S. Bank National Association, as Administrative Agent, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[Official signature and seal of notary]
My commission expires: _____

Notary Block for Borrower

STATE OF _____

_____ COUNTY

On this ____ day of _____, before me, the undersigned notary public, personally appeared Landon Drake, as Chief Financial Officer of Iowa Select Farms, Inc., the General Partner of Iowa Select Farms, L.L.L.P., proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

[Official signature and seal of notary]

My commission expires:

Notary Block for Bank

STATE OF Colorado

Weld COUNTY

On this 24 day of Sept 2016, before me, the undersigned notary public, personally appeared Jason D. King, as Vice President of U.S. Bank National Association, as Administrative Agent, proved to me through satisfactory evidence of identification, which was Colorado Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature]
[Official signature and seal of notary]

My commission expires: MAR 20, 2018

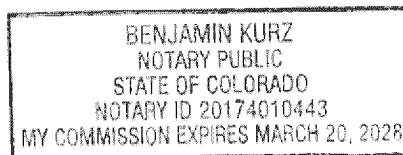


Exhibit A

Legal Description

1349 290th Street, Macksburg, IA:

PARCEL "B" LOCATED IN THE SOUTHEAST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION THREE (3), TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2016, PAGE 1945 ON JULY 8, 2016, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA.

AND

2860 Bittersweet Avenue, Macksburg, IA:

PARCEL "B" LOCATED IN THE NORTHWEST QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF SECTION FIVE (5), TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-NINE (29) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, AS SHOWN IN PLAT OF SURVEY FILED IN BOOK 2016, PAGE 1944 ON JULY 8, 2016, IN THE OFFICE OF THE RECORDER OF MADISON COUNTY, IOWA.