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Skagit County Auditor

\$300.00

11/24/2015 Page

1 of

9 3:23PM

RECORDING REQUESTED BY  
~~AND UPON RECORDATION~~  
~~RETURN TO:~~

Cindy J.K. Davis, Esq.  
Greenberg Traurig LLP  
Terminus 200  
3333 Piedmont Road NE, Suite 2500  
Atlanta, GA 30305

After Recording Return To:  
Commonwealth Land Title Insurance Co.  
T. Vaillant 15-00 1982  
1015 15<sup>th</sup> Street, NW  
Suite 300  
Washington, DC 20005

Cross reference to:  
Instrument No. 201305010065, and  
Instrument No. 201412300078,  
Skagit County, WA Records

**FIRST MODIFICATION  
OF  
AMENDED AND RESTATED DEED OF TRUST, ASSIGNMENT OF RENTS AND  
LEASES, SECURITY AGREEMENT AND FIXTURE FILING**  
by and among  
**PERDUE FOODS LLC, a Maryland limited liability company, "Grantor",  
CHICAGO TITLE INSURANCE COMPANY, "Trustee"**  
and  
**COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A.,  
"RABOBANK NEDERLAND", NEW YORK BRANCH,  
in its capacity as collateral agent, "Beneficiary"**

Dated as of November 20, 2015

Location: 1000 Jason Lane  
City: Mount Vernon  
County: Skagit  
State: Washington

**Legal Description (abbr.):** Section 17, Township 34, Range 4; PTN. N 1/2 - SW  
And Lots 67-70, 82A & 82-84, "Parker Business Center"

**Assessor's Tax Parcel ID Nos.:** P26005 / 340417-3-019-0000, P80426 / 4367-000-067-0009,  
P80427 / 4367-000-068-0008, P80428 / 4367-000-069-0007, P80429 / 4367-000-070-0004,  
P80442 / 4367-000-082-0109, P80441 / 4367-000-082-0000, P80443 / 4367-000-083-0009,  
P80444 / 4367-000-084-0008, P109233 / 340417-3-022-0000, P25989 / 340417-3-007-0004,  
P104549 / 340417-3-019-0200, P6273 / 340417-3-019-0300, and P80496 / 4367-000-117-0108

**FIRST MODIFICATION OF  
AMENDED AND RESTATED DEED OF TRUST, ASSIGNMENT OF RENTS AND  
LEASES, SECURITY AGREEMENT AND FIXTURE FILING  
(Mount Vernon, Skagit County, Washington)**

THIS FIRST MODIFICATION OF AMENDED AND RESTATED DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (this "**Modification**"), is dated as of this 20<sup>th</sup> day of November, 2015, by and between PERDUE FOODS LLC, a Maryland limited liability company, having its chief executive office at 31149 Old Ocean City Road, Salisbury, Maryland 21804, Attn: Mark Garth ("**Grantor**"), and CHICAGO TITLE INSURANCE COMPANY, a Nebraska corporation, as Trustee, having an address of 3002 Colby Avenue, Suite 200, Everett, Washington 98201 ("**Trustee**"), for the benefit of COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH ("**Rabobank**") in its capacity as collateral agent ("**Agent**") for the Secured Parties (as defined in the Credit Agreement, as hereinafter defined) pursuant to the Credit Agreement, the other Credit Documents (as defined in the Credit Agreement), and the other Transaction Documents (as defined in the Credit Agreement), having an office at c/o Rabobank Loan Syndications, 245 Park Avenue, New York, New York 10167, Attn: Loan Syndications (together with its successors and assigns, "**Beneficiary**").

**WITNESSETH:**

WHEREAS, Grantor, PERDUE AGRIBUSINESS LLC, a Maryland limited liability company (formerly known as "Perdue Grain and Oilseed, LLC", successor by merger to "Perdue Agribusiness LLC" and "Perdue AgSolutions LLC") ("**Perdue Agribusiness**"), PERDUE FARMS INC., a Maryland corporation (the "**Parent**" and together with Perdue Foods and Perdue Agribusiness, each individually a "**Borrower**" and collectively the "**Borrowers**"), certain subsidiaries of the Parent party thereto from time to time as "**Guarantors**" (the "**Guarantors**"), Rabobank, in its capacity as administrative agent and collateral agent, and the various banks and lending institutions who are parties thereto (the "**Banks**"), entered into that certain Second Amended and Restated Credit Agreement dated as of December 24, 2014, as amended by that certain First Amendment to Second Amended and Restated Credit Agreement, dated as of April 10, 2015, and by that certain Second Amendment to Second Amended and Restated Credit Agreement and Consent, dated as of August 19, 2015 (collectively, and as the same may be amended and otherwise modified prior to the date of the Third Amendment, as defined below, the "**Original Credit Agreement**");

WHEREAS, to secure the Obligations (as such term is defined in the Deed of Trust, as defined below) of the Borrowers under the Transaction Documents, Grantor executed that certain Amended and Restated Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, dated as of December 24, 2014, in favor of Trustee for the benefit of Beneficiary, recorded on December 30, 2014, filed of record as Instrument No. 201412300078, Records of Skagit County, Washington (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Deed of Trust**"), encumbering the real property described therein;

WHEREAS, Borrowers, Guarantors, Agent, and the various Banks who are a party thereto from time to time, have entered into that certain Third Amendment to Second Amended and Restated Credit Agreement, dated September 25, 2015 (the "**Third Amendment**"; the Original Credit Agreement, as amended by the Third Amendment, and as may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"; all capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Credit Agreement);

WHEREAS, pursuant to the Third Amendment, the Banks have agreed to provide additional financial accommodations to the Borrowers, including, without limitation, the Additional Agented Term Loan, and an increase in the amount of the Agented Term Loan;

WHEREAS, Grantor is receiving a good and valuable benefit, the sufficiency and receipt of which is hereby acknowledged, from the Agent and the Banks entering into the Third Amendment and continuing to extend credit and provide financial accommodations under the Credit Agreement, and from the other Secured Parties continuing to provide financial accommodations under the Rabobank L/C Documents (as defined in the Credit Agreement), the Russian JV Loan Agreement (as defined in the Credit Agreement), and the other Transaction Documents with the Borrowers, the Parent and the other Subsidiaries of the Parent; and

WHEREAS, Grantor and Beneficiary wish to further modify the Deed of Trust for the purposes of giving notice of the Third Amendment, giving notice of the Additional Agented Term Loan and the increase in the amount of the Agented Term Loan, and to secure the additional obligations of the Borrowers with respect to the Agented Term Loan, the Additional Agented Term Loan and the other financial accommodations provided by the Banks pursuant to the Third Amendment.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the indebtedness secured by the Deed of Trust, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. All of the recitals set forth above are true and correct in all respects and incorporated herein the same as if such were set forth herein verbatim.

2. Modifications to Deed of Trust.

a. Third Amendment. Grantor hereby acknowledges its receipt of the Additional Agented Term Loan and the other financial accommodations provided by the Banks pursuant to the Third Amendment. Grantor hereby further agrees that the Deed of Trust secures the additional indebtedness extended to the Borrowers pursuant to the Third Amendment, in addition to all Obligations secured thereunder as of the date of the Deed of Trust, to the same extent as though advanced on the date of the Deed of Trust.

b. Increase to the Principal Sum Secured by the Deed of Trust. All references in the Deed of Trust to the amount of Eight Hundred Fifty Million Thirty-Seven Thousand One Hundred Ninety-Eight and 26/100 Dollars (\$850,037,198.26), including, without limitation, the references to such amount in the recitals of the Deed of Trust, are hereby deleted

and replaced with the amount of One Billion Sixty-One Million Seven Hundred Seventeen Thousand Eight Hundred One and 75/100 Dollars (\$1,061,717,801.75).

c. Increase to the Maximum Aggregate Principal Sum Secured by the Deed of Trust. All references in the Deed of Trust to the amount of One Billion Three Hundred Million Dollars (\$1,300,000,000), including, without limitation, the references to such amount in Section 9.13 of the Deed of Trust, are hereby deleted and replaced with the amount of One Billion Five Hundred Million Dollars (\$1,500,000,000).

3. Additional Modifications to Deed of Trust. Notwithstanding anything in the recitals to the Deed of Trust or any other provision of the Deed of Trust to the contrary, the Deed of Trust is hereby amended and modified to provide that (a) wherever in the Deed of Trust reference is made to the "Credit Agreement", such reference shall be to the Credit Agreement, as defined herein; (b) wherever in the Deed of Trust reference is made to the "Borrowers", such reference shall be to the Borrowers, as defined herein; and (c) wherever in the Deed of Trust reference is made to the "Deed of Trust", such reference shall be to the Deed of Trust, as modified and amended by this Modification, and as the same may be further amended, amended and restated, supplemented or otherwise modified from time to time.

4. Continued Effectiveness; Ratification. Except as modified hereby, the terms and conditions of the Deed of Trust shall remain in full force and effect, and Grantor hereby ratifies the terms and conditions thereof and reaffirms the covenants, representations and warranties given therein. Nothing herein contained or done pursuant hereto shall affect or be construed to affect the lien, charge or encumbrance of the Deed of Trust or the priority thereof. This Modification, the Third Amendment and any other Credit Documents executed by Borrowers or Guarantors in connection with the Third Amendment are entered into by the parties hereto solely for the purpose of modifying the Deed of Trust and the other Credit Documents and are not intended by the parties, nor shall they be construed, as a novation or cancellation of the original obligation of Borrower or Guarantors.

5. Expenses. Grantor agrees to be liable for the full amount of any recording taxes, mortgage taxes, document taxes, stamp taxes, intangible taxes, interest and penalties, if any, levied by the state in which the Trust Property (as defined in the Deed of Trust) is located in connection with the execution and delivery of this Modification.

6. Successors and Assigns. This Modification shall be binding upon and inure to the benefit of the Grantor and Beneficiary and their respective successors and assigns.

7. Multiple Counterparts. This Modification may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

8. Governing Law. This Modification shall be governed by and shall be construed and enforced in accordance with the internal laws of the State of New York (including, without limitation, Section 5-1401 of the General Obligations Law of the State of New York), without regard to conflict of law principles, except to the extent that the laws of the State of

Washington necessarily apply because the Trust Property encumbered by the Deed of Trust is located in the State of Washington.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and Beneficiary have duly executed this Modification with the intent that the document be executed, sealed and delivered, all as of the date and year first above written.

**GRANTOR:**

PERDUE FOODS LLC, a Maryland limited liability company

By: Mark A. Garth

Name: Mark A. Garth

Its: Treasurer

**Acknowledgment**

STATE OF MARYLAND                    )  
  ss  
COUNTY OF WICOMICO                )

On this day personally appeared before me Mark A. Garth to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that Mark A. Garth signed the same as Treasurer of PERDUE FOODS LLC, a Maryland limited liability company, free and voluntary act and deed, for the uses and purposes therein mentioned.


GIVEN under my hand and official seal this 19 day of November, 2015.

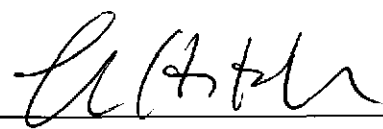
Kaye M. Wilgus, Notary Public in and for the State of  
Maryland, residing at Ocean View, Delaware.

My appointment expires 3.18.19.

**BENEFICIARY:**

COÖPERATIEVE CENTRALE RAIFFEISEN-  
BOERENLEENBANK B.A., "RABOBANK  
NEDERLAND", NEW YORK BRANCH, as  
Collateral Agent

By:   
Name: Naoko Kojima  
Its: Executive Director

By:   
Name: \_\_\_\_\_  
Its: Christopher Hartofilis  
Executive Director



**Acknowledgment**

STATE OF New York  
COUNTY OF Rockland ss.

On this day personally appeared before me Naoko Kojima to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as Executive Director of COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13 day of November, 2015.

Joelyne Lallemand, Notary Public in and for the State of NY, residing at in NY State

My appointment expires \_\_\_\_\_.

JOCELYNE LALLEMAND  
Notary Public, State of New York  
No. 01LA6165644  
Qualified in Rockland County  
Certificate Filed in New York County  
My Commission Expires May 17, 2019

**Acknowledgment**

STATE OF New York  
COUNTY OF Rockland ss.

On this day personally appeared before me Christophe Hartobolis to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as Executive Director of COÖPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A., "RABOBANK NEDERLAND", NEW YORK BRANCH, free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13 day of November, 2015.

Joelyne Lallemand, Notary Public in and for the State of NY, residing at in NY State

My appointment expires \_\_\_\_\_.

JOCELYNE LALLEMAND  
Notary Public, State of New York  
No. 01LA6165644  
Qualified in Rockland County  
Certificate Filed in New York County  
My Commission Expires May 17, 2019