

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Robert A. Faucher  
Holland & Hart LLP  
800 W. Main Street, Suite 1750  
P.O. Box 2527  
Boise, ID 83701-2527

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

This FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") is made this 14th day of July, 2017, among DENNIS B. DRISCOLL, a single man residing in the State of Idaho; KATHRYN E. CASEY, a single woman residing in the State of Idaho; and BANK OF AMERICA, N.A., a national banking association with its headquarters in Charlotte, North Carolina.

WHEREAS, Dennis B. Driscoll and Kathryn E. Casey (collectively "Mortgagor") granted that Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated August 20, 2008 (the "Mortgage") for the benefit of BANK OF AMERICA, N.A. ("Mortgagee"); and

WHEREAS, the Mortgage was recorded on August 22, 2008 in the real property records of Latah County, Idaho as Instrument No. 524496; and

WHEREAS, Mortgagor has requested that Mortgagee agree to certain concessions to their benefit pursuant to a Forbearance Agreement dated as of July 5, 2017 (the "Forbearance Agreement"); and

WHEREAS, Mortgagee is willing to make the concessions provided for in the Forbearance Agreement only if, among other things, Mortgagor executes and delivers this Amendment,

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in the Forbearance Agreement, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

**1. REPRESENTATIONS.**

Mortgagor represents that s/he has read the Forbearance Agreement executed by the parties thereto, and all of the Supplemental Agreements as defined in the Forbearance

Agreement, with the assistance of her/his counsel, and agrees to the terms thereof and is consensually executing and delivering this Amendment in consideration of Mortgagee's execution and delivery of the Forbearance Agreement and Mortgagee's agreements contained therein.

2. Amendment to Section 2.1.

Section 2.1 of the Mortgage is hereby amended by adding the following paragraphs immediately following paragraph 2.1(d) and preceding that text reading "This Mortgage does not secure any obligation which expressly states that it is unsecured, whether contained in the foregoing Debt Instrument or in any other document, agreement or instrument.":

(e) Payment of all obligations of Dennis B. Driscoll under his Continuing and Unconditional Guaranty in favor of Mortgagee dated September 30, 2013 as to Borrower Driscoll Farms, Inc., as the same may thereafter be modified, amended, or supplemented;

(f) Payment of all obligations of Dennis B. Driscoll under his Continuing and Unconditional Guaranty in favor of Mortgagee dated September 30, 2013 as to Borrower Driscoll Ridge Farms, Inc., as the same may thereafter be modified, amended, or supplemented;

(g) Payment of all obligations of Kathryn E. Casey under her Continuing and Unconditional Guaranty in favor of Mortgagee dated September 30, 2013 as to Borrower Driscoll Farms, Inc., as the same may thereafter be modified, amended, or supplemented;

(h) Payment of all obligations of Kathryn E. Casey under his Continuing and Unconditional Guaranty in favor of Mortgagee dated September 30, 2013 as to Borrower Driscoll Ridge Farms, Inc., as the same may thereafter be modified, amended, or supplemented;

3. Effect of this Amendment on the Mortgage.

Except as expressly set forth in this Amendment, all other provisions of the Mortgage remain unchanged and of full force and effect. Mortgagor agrees that the Mortgage, as amended hereby, is enforceable against Mortgagor in accordance with its terms.


4. Miscellaneous.

4.1 This Amendment shall be governed in all respects by the law of the State of Idaho, without giving effect to any choice of law provision thereof that would result in the application of the substantive law of any other jurisdiction.

4.2 This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment.

4.3 This Amendment has been drafted at arm's-length between people represented by counsel and no party shall be considered to be the drafting party for the purpose of interpreting any provision hereof.

DATED as of the first date set forth above.

  
Dennis B. Driscoll

\_\_\_\_\_  
Kathryn E. Casey  
aka Kathryn E. Driscoll

BANK OF AMERICA, N.A.

\_\_\_\_\_  
By: Molly Seiter  
Its: Senior Vice President

4.3 This Amendment has been drafted at arm's-length between people represented by counsel and no party shall be considered to be the drafting party for the purpose of interpreting any provision hereof.

DATED as of the first date set forth above.

\_\_\_\_\_  
Dennis B. Driscoll

  
\_\_\_\_\_  
Kathryn E. Casey  
aka Kathryn E. Driscoll

BANK OF AMERICA, N.A.

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By: Molly Seiter  
Its: Senior Vice President

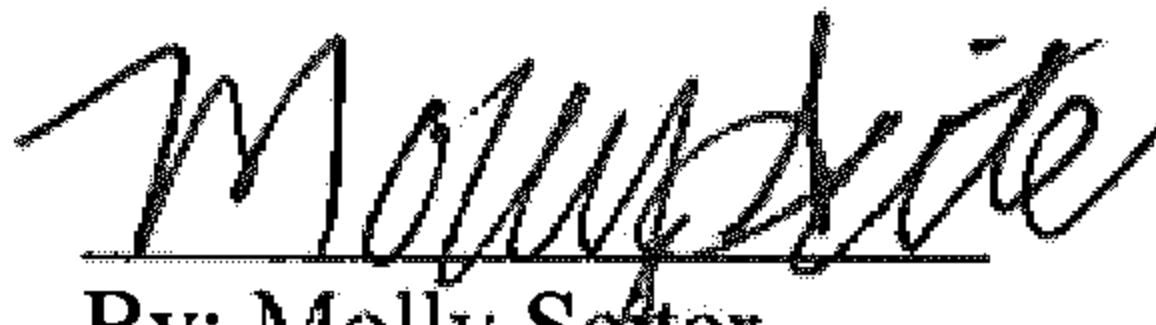
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DATED as of the first date set forth above.

\_\_\_\_\_  
Dennis B. Driscoll

\_\_\_\_\_  
Kathryn E. Casey  
aka Kathryn E. Driscoll

BANK OF AMERICA, N.A.

  
\_\_\_\_\_  
By: Molly Seft  
Its: Senior Vice President

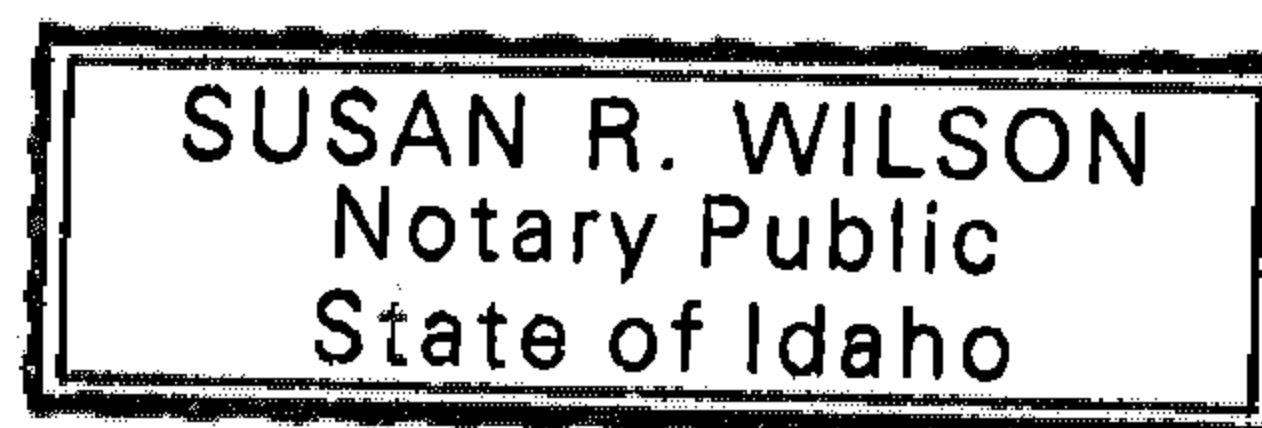
STATE OF IDAHO                    )  
   )  
 COUNTY OF LATAH                )

On this 14<sup>th</sup> day of July, 2017, before me, the undersigned, a Notary Public, in and for said State, personally appeared Dennis B. Driscoll, known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notarial seal the day and year in this certificate written above.

Susan R. Wilson  
 Notary Public for: IDAHO

My Commission Expires. 4-21-2021



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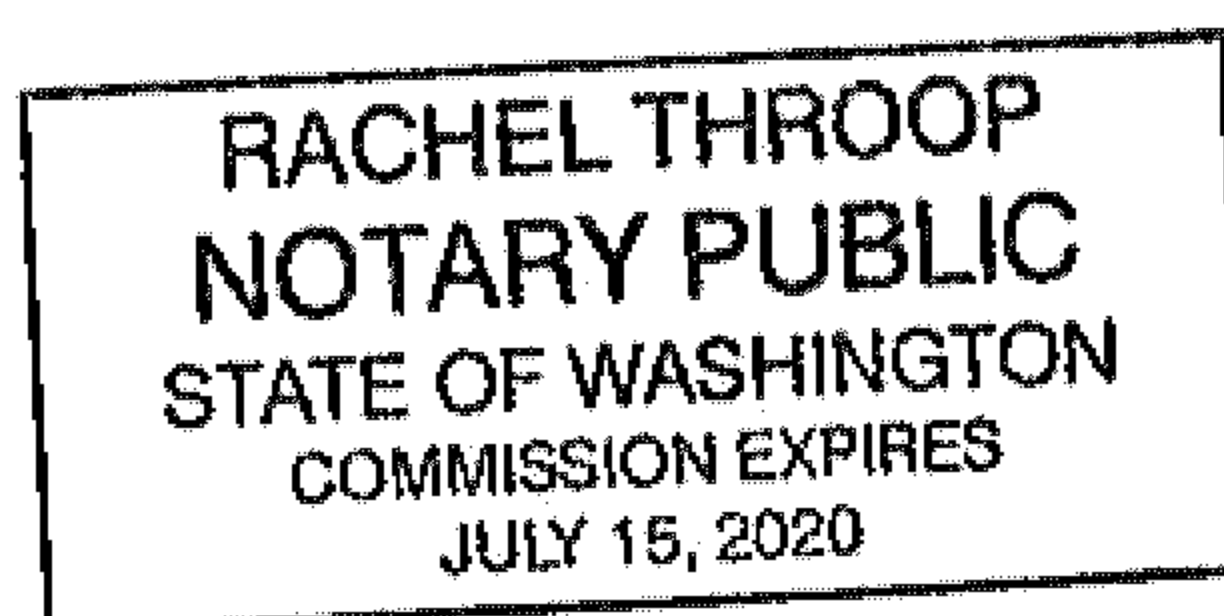
Washington  
 STATE OF ~~IDAH~~ )  
 COUNTY OF ~~LATAH~~ )

On this 14th day of July, 2017, before me, the undersigned, a Notary Public, in and for said State, personally appeared Kathryn E. Casey, also known as Kathryn E. Driscoll, known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notarial seal the day and year in this certificate written above.

Rachel Throop  
 Notary Public for: ~~IDAH~~ Washington

My Commission Expires: July 15, 2020



STATE OF NORTH CAROLINA, COUNTY OF MECKLENBURG, TO WIT:

I HEREBY CERTIFY, that on this 19<sup>th</sup> day of July, 2017, before me, the undersigned, a Notary Public of the jurisdiction aforesaid, personally appeared MOLLY B. SEITER, who acknowledged herself to be a Senior Vice President of BANK OF AMERICA, N.A., and who further acknowledged that she, in such capacity and being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, My Hand and Notarial Seal.

Kimberly H. Blackwelder (SEAL)  
NOTARY PUBLIC

My Commission Expires:

5/26/18

**KIMBERLY H. BLACKWELDER**  
Notary Public  
Mecklenburg Co., North Carolina  
My Commission Expires May 26, 2018