

When recorded, mail to:

ZIONS BANCORPORATION, N.A.
One South Main Street, Suite 300
Salt Lake City, Utah 84133
Attn: Robert Oldroyd

FIRST AMENDMENT TO MORTGAGE

This First Amendment to Mortgage (this "**Amendment**"), dated as of December 14th, 2020, amends that certain Mortgage with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing dated August 29, 2019 (the "**Mortgage**") and executed by CJM LIMITED LIABILITY LIMITED PARTNERSHIP, an Idaho limited liability limited partnership ("**Mortgagor**"), for the benefit of ZIONS BANCORPORATION, N.A., doing business as Zions First National Bank, ("**Mortgagee**"), which Mortgage was recorded on August 30, 2019 as Entry No. 2019-752287; Bk. 1010 Pg. 746, with the Sheridan County Clerk, State of Wyoming, with respect to the real property described on Exhibit "A" attached hereto and incorporated herein. Capitalized terms not otherwise defined pursuant to this Amendment shall have the meanings given in the Mortgage.

Mortgagor and Mortgagee wish to amend the Mortgage to add an additional term loan in the stated principal amount of \$3,250,000.00 as a Secured Obligation secured thereby.

Section 2.1 of the Mortgage shall be amended to read as follows:

2.1 **OBLIGATIONS SECURED.** Mortgagor makes this Mortgage for the purpose of securing the following obligations ("Secured Obligations"):

- (a) Payment to Mortgagee of all sums at any time owing under that certain Term Promissory Note dated August 29, 2019, with a maturity date of August 31, 2029 in the stated principal amount of \$31,750,100.00; that certain Revolving Promissory Note dated August 29, 2019, with a maturity date of August 31, 2021 in the stated principal amount of \$7,500,000.00; and that certain Term Promissory Note dated December 23, 2020 with a maturity date of December 31, 2030, in the stated principal amount of \$3,250,000.00 (with the foregoing promissory notes individually and collectively referred to as the "Note"), each executed by Ridley's Family Markets, Inc., a Wyoming corporation and CJM Limited Liability Limited Partnership, an Idaho limited liability limited partnership, collectively as the "Borrower", and payable to the order of Mortgagee, as "Lender"; and
- (b) Payment and performance of all covenants and obligations of Mortgagor under this Mortgage; and
- (c) Payment and performance of all covenants and obligations on the part of Borrower under that certain Loan Agreement dated August 29, 2019, as amended, by and between Borrower and Mortgagee, as Lender and arising under all Loan Documents (as defined in the Loan Agreement); and

- (d) Payment and performance of all future advances and other obligations that the then record owner of all or part of the Subject Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee, when such future advance or obligation is evidenced by a writing which recites that it is secured by this Mortgage; and
- (e) All modifications, extensions and renewals of any of the obligations secured hereby, however evidenced, including, without limitation: (i) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating payment dates wholly or partly; or (ii) modifications, extensions or renewals at a different rate of interest whether or not in the case of a note, the modification, extension or renewal is evidenced by a new or additional promissory note or notes.

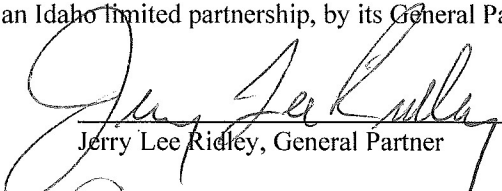
All other terms and provisions of the Mortgage shall remain valid and enforceable.

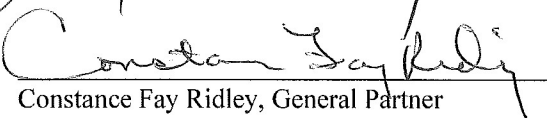
****Signatures on following page****

IN WITNESS WHEREOF, Mortgagor has executed this First Amendment to Mortgage as of the date first set forth above.

"MORTGAGOR"

CJM LIMITED LIABILITY LIMITED PARTNERSHIP,
an Idaho limited partnership, by its General Partners:


Jerry Lee Ridley, General Partner


Constance Fay Ridley, General Partner

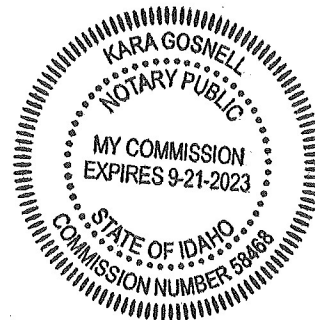
(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Idaho
COUNTY OF Twin Falls ss.

On this 14th day of December, 2020, before me, Kara Gosnell
a Notary Public in and for the State of Idaho, personally appeared Jerry Lee Ridley, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

Signature Kara Gosnell
My commission expires 9/21/23



Signature Page to First Amendment to Mortgage

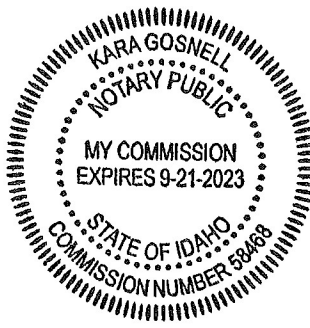


STATE OF Idaho
COUNTY OF Twin Falls ss.

On this 14th day of December, 2020, before me, Kara Gosnell
a Notary Public in and for the State of Idaho, personally appeared Constance Fay Ridley,
personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his authorized
capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal

Signature Kara Gosnell
My commission expires 9/21/23





2021-765244 1/4/2021 2:51 PM PAGE: 5 OF 5
FEES: \$24.00 SM AMENDED MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

**EXHIBIT A
LEGAL DESCRIPTION**

That certain real property located in the County of Sheridan, State of Wyoming, described as follows:

LOTS 14, 15, 16 ,17, 18, 19, 28, 29, 30 AND 31, BLOCK 4, SOUTH PARK ADDITION TO THE TOWN, NOW CITY OF SHERIDAN, SHERIDAN COUNTY, WYOMING;

EXCEPTING THEREFROM THAT PORTION OF LOT 19 CONVEYED TO THE STATE HIGHWAY COMMISSION BY INSTRUMENT RECORDED MAY 28, 1980 IN BOOK 249 OF DEEDS, PAGE 39, SAID LOTS SITUATED IN THE SOUTHEAST $\frac{1}{4}$ SOUTHEAST $\frac{1}{4}$ OF SECTION 27, AND SOUTHWEST $\frac{1}{4}$ SOUTHWEST $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 56 NORTH, RANGE 84 WEST OF THE 6TH P.M., SHERIDAN COUNTY, WYOMING.

Tax ID# Numbers 25257 and 09246

1543149.03

NO. 2021-765244 AMENDED MORTGAGE
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
RAY QUINNEY & NEBEKER, P.C. 36 S STATE STREET
SALT LAKE CITY UT 84111