[redacted]

DELAWARE COUNTY IOWA
FILED
2004 MY -3 AM 8:29
BOOK 2004 PAGE 1487
DEBORAH L. PETTON
DELAWARE CO RECORDER
36.00

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
David W. Lodge (319) 286-6225

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Guaranty Bank and Trust Company
302 Third Avenue SE P.O. Box 1807
Cedar Rapids, IA 52401 52406

Attn: David W. Lodge

2001-6887689

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (1a or 1b) – do not abbreviate or combine names

1a. ORGANIZATION'S NAME					
or 1b. INDIVIDUAL'S LAST NAME: Pfeiler	FIRST NAME: Donald	MIDDLE NAME: H.		SUFFIX:	
1c. MAILING ADDRESS: 3221 Parkview Ct. SE	CITY: Cedar Rapids	STATE: IA	POSTAL CODE: 52403	COUNTRY: U.S.A.	
1d. TAX ID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION: N/A	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any ☐ NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (2a or 2b) – do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
or 2b. INDIVIDUAL'S LAST NAME: Pfeiler	FIRST NAME: Karen	MIDDLE NAME: J.		SUFFIX:	
2c. MAILING ADDRESS: 3221 Parkview Ct. SE	CITY: Cedar Rapids	STATE: IA	POSTAL CODE: 52403	COUNTRY: USA	
2d. TAX ID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION: N/A	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any ☐ NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: Guaranty Bank and Trust Company				
or 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS: 302 Third Avenue SE	CITY: Cedar Rapids	STATE: IA	POSTAL CODE: 52401	COUNTRY: U.S.A.

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY – NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX
PFEILER	DONALD	H.

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☒ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

SEE ATTACHED EXHIBIT 'B'

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction -- effective 30 years

☐ Filed in connection with a Public-Finance Transaction -- effective 30 years

Exhibit A
to
UCC-1

Debtor: **Donald H. Pfeiler and Karen J. Pfeiler**
Secured Party: **Guaranty Bank and Trust Company**

Donald H. Pfeiler and Karen J. Pfeiler have granted, created and provided to the above named Secured Party a security interest in the property described in the paragraphs checked below:

[x] All of the inventory now owned or hereafter acquired by Grantor;
[x] All of the accounts, now existing or hereafter arising, together with all interest in any goods, the sale or lease of which give rise to any accounts, and all chattel paper, documents and instruments relating to accounts of Grantor;
[x] All of the chattel paper of Grantor;
[x] All of the general intangibles, now owned or hereafter acquired, by Grantor;
[x] All of the equipment now owned or hereafter acquired by Grantor;
[x] All of the instruments, including promissory notes, of Grantor;
[x] All of the investment property of Grantor;
[x] All of the documents of Grantor;
[x] All of the supporting obligations of Grantor;
[x] All of the deposit accounts of Grantor;
[x] All of the letter of credit rights of Grantor;
[ ] All the fixtures on the real estate described in Paragraph 3 below of Grantor;
[x] Property described as: All of the interest of Grantor in the property described as:

(a.) All right, title and interest in and to the following:

(i) Certificate No. 18 evidencing 38,430 shares of the Class A common voting stock and Certificates Nos. 5-B and 16-B evidencing a total of 730,170 shares of the Class B common non-voting stock of Busse Investments, Inc.;

(ii) All of Grantor's membership interest in Summit, L.L.C., an Iowa limited liability company, consisting of 2,500 Units of membership interest, as evidenced by any certificates (Certificate Nos. _____) or other documents; and

(iii) All of Grantor's membership interest in Sharp-Pfeiler, L.L.C., an Iowa limited liability company, constituting a fifty percent (50%) interest therein, as evidenced by any certificates (Certificate Nos. _____) or other documents.

together with all certificates, options, rights, dividends, payments or other distributions issued as an addition to, in substitution or in exchange for, or on account of any such interest, and all proceeds of all the foregoing, now or hereafter owned or acquired by Debtor.

(b.) All right, title and interest of Grantor in the following:

(i.) Buy/Sell Agreement, dated April 5, 2004, made by and between Larry D. Sharp, Sharp-Pfeiler, L.L.C., Guaranty Bank and Trust Company and Donald H. Pfeiler, wherein Larry D. Sharp agrees upon certain events to purchase all the member interest

of Donald H. Pfeiler in Sharp-Pfeiler, L.L.C., as the same may be amended, modified and/or extended from time to time;

(ii.) Buy/Sell Agreement, dated April 5, 2004, made by and between James Daubenmier, Summit, L.L.C., Guaranty Bank and Trust Company and Donald H. Pfeiler, wherein James Daubenmier agrees upon certain events to purchase all the member interest of Donald H. Pfeiler in Summit, L.L.C. , as the same may be amended, modified and/or extended from time to time;

(iii.) That certain Stock Purchase Agreement with Third Party Beneficiary, dated February 28, 2001, between Guaranty Bank and Trust Company, Jeff Busse and Donald H. Pfeiler, wherein Jeff Busse agrees upon certain events to purchase all the shares of Busse Investments, Inc. held by Donald H. Pfeiler, as the same may be amended, modified and/or extended from time to time;

(iv.) Buy/Sell Agreement, dated April 5, 2004, between James Daubenmier, Guaranty Bank and Trust Company and Donald H. Pfeiler, wherein James Daubenmier agrees upon certain events to purchase all the interest of Donald H. Pfeiler in real estate known as 625/627 First Avenue SE, Cedar Rapids, Iowa, as the same may be amended, modified and/or extended from time to time;

(v.) Buy/Sell Agreement, dated April 5, 2004, between Robert C. Moorman, Guaranty Bank and Trust Company and Karen J. Pfeiler, wherein Robert C. Moorman agrees upon certain events to purchase all the interest of Karen J. Pfeiler in real estate known as 5517 North Town Place NE, Cedar Rapids, Iowa, as the same may be amended, modified and/or extended from time to time;

(vi.) Buy/Sell Agreement, dated April 5, 2004, between Robert C. Moorman, Guaranty Bank and Trust Company and Donald H. Pfeiler, wherein Robert C. Moorman agrees upon certain events to purchase all the interest of Donald H. Pfeiler in real estate located at Highway 63 South, Toledo, Iowa, as the same may be amended, modified and/or extended from time to time;

(c.) All security and reservation deposits made by tenants or lessees of space in any of the Real Estate.

(d.) All utility and other deposits made with respect to or in connection with the Real Estate.

(e.) All awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the Real Estate or any Collateral, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Real Estate.

(f.) All Leases and other agreements affecting the use or occupancy of the Real Estate now or hereafter entered into (hereinafter referred to as the "Leases") and the right to receive and apply the rents, income, receipts, issues, proceeds, profits and revenues of the Real Estate (hereinafter referred to as the "Rents") to the payment of the Obligations;

(g.) All proceeds of and any unearned premiums on any insurance policies (collectively, hereinafter referred to as the "Policies") covering the Real Estate, including,

without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Real Estate;

(h.) The right, in the name and on behalf of the Grantor , to appear in and defend any action or proceeding brought with respect to the Real Estate and to commence any action or proceeding to protect the interest of Lender in the Real Estate;

(i.) The interest of Grantor, as owner or beneficiary or both, under a certain life insurance policy issued by Banner Life Insurance Company and identified as Policy No. 17B578007, including all rights to receive any payments issued under or pursuant to such policy; and

(j.) All proceeds of each of the foregoing;

together with the proceeds, products, increase, issue, accessions, attachments, accessories, parts, additions, repairs, replacements and substitutes of, to, and for all of the foregoing. Grantor will promptly deliver to Lender, duly endorsed when necessary, all such chattel paper, documents and instruments and supporting obligations, now on hand or hereafter received.

All such property in which a security interest is granted is herein called the "Collateral".

Exhibit

B

Lot Forty Three (43) of Turtle Creek Replat being part of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4), part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4), and part of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) all in Section Twenty-six (26), Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa; also being part of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4), and part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4), Section Twenty-five (25), Township Eighty-eight North (T88N), Range Five West (R5W) of the Fifth Principal Meridian, Delaware County, Iowa, according to plat recorded in Book 1999, Page 4340; also all lake frontage running to the middle of the Maquoketa River Bed with regard to said Lot Forty Three (43).