

BK: 2019 PG: 3219
Recorded: 10/8/2019 at 1:04:01.0 PM
Pages 13
County Recording Fee: \$67.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$70.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

FOR RECORDER'S USE ONLY

Prepared By: Annette Morgan, Commercial Loan Processor, CoreFirst Bank & Trust, PO Box 5049, Topeka, KS 66611, (785) 267-8900

ADDRESS TAX STATEMENT:

4 G Properties, LLC; 10777 Barkley Suite 120; Overland Park, KS 66211

RECORDATION REQUESTED BY:

CoreFirst Bank & Trust, Main Bank, PO Box 5049, 3035 SW Topeka Blvd., Topeka, KS 66611

~~WHEN RECORDED MAIL TO:~~

~~CoreFirst Bank & Trust, Main Bank, PO Box 5049, 3035 SW Topeka Blvd., Topeka, KS 66611~~

RETURN TO:

DRI Title & Escrow
13057 W. Center Rd., Ste #1
Omaha, NE 68144

ASSIGNMENT OF RENTS

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Assignment. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Assignment. The property address can be found on page 1 of this Assignment. The legal description can be found on page 1 of this Assignment.

THIS ASSIGNMENT OF RENTS dated October 1, 2019, is made and executed between 4 G Properties, LLC a Colorado limited liability company (referred to below as "Grantor") and CoreFirst Bank & Trust, whose address is PO Box 5049, 3035 SW Topeka Blvd., Topeka, KS 66611 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Polk, Pottawattamie, Webster, Muscatine, Black Hawk, Madison County, State of Iowa:

See Exhibit A, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 8755 University Avenue, 3200 S Expressway, 915 Army Post Rd., 6 South 15th Street, 705 Grandview Avenue, 805 Franklin Street and 1007 John Wayne Drive North, Clive, Council Bluffs, Des Moines, Fort Dodge, Muscatine, Waterloo and Winterset, IA.

FUTURE ADVANCES. In addition to the Note, this Assignment secures all future advances made by Lender to Borrower whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower, together with all interest thereon.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for

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**ASSIGNMENT OF RENTS
(Continued)**

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being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Iowa and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements

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(Continued)**

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of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

NO OBLIGATION OF LENDER. The assignment and security interest granted in this Assignment shall not be deemed or construed to constitute Lender as a mortgagee or trustee in possession of the Property, to obligate Lender to lease the Property or to attempt to do so, or to take any action, incur any expense or perform or discharge any obligation, duty or liability whatsoever under any of the leases or otherwise.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Borrower, any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's, any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf, or made by Guarantor, or any other guarantor, endorser, surety, or accommodation party, under this Assignment or the Related Documents in connection with the obtaining of the Indebtedness evidenced by the Note or any security document directly or indirectly securing repayment of the Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the

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creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Execution; Attachment. Any execution or attachment is levied against the Property, and such execution or attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

Change in Zoning or Public Restriction. Any change in any zoning ordinance or regulation or any other public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of the Property such that the present or intended use of the Property, as specified in the Related Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

Default Under Other Lien Documents. A default occurs under any other mortgage, deed of trust or security agreement covering all or any portion of the Property.

Judgment. Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment for the payment of money involving more than ten thousand dollars (\$10,000.00) against Borrower or Grantor and the failure by Borrower or Grantor to discharge the same, or cause it to be discharged, or bonded off to Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor, or any other guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any Guarantor, or any other guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay without notice, except as may be expressly required by applicable law.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation,

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however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Assignment will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Iowa. In all other respects, this Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Kansas without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Assignment is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Assignment has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Kansas.

Joint and Several Liability. All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Assignment. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Assignment.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Non-Liability of Lender. The relationship between Borrower and Grantor and Lender created by this Assignment is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Borrower and Grantor. Borrower and Grantor are exercising Borrower's and Grantor's own judgment with respect to Borrower's and Grantor's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no

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duty for Lender to review, inspect, supervise or inform Borrower and Grantor of any matter with respect to Borrower's and Grantor's business. Lender and Borrower and Grantor intend that Lender may reasonably rely on all information supplied by Borrower and Grantor to Lender, together with all representations and warranties given by Borrower and Grantor to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Sole Discretion of Lender. Whenever Lender's consent or approval is required under this Assignment, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Lender and Lender's decision shall be final and conclusive.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Release of Rights of Dower, Homestead and Distributive Share. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Property and waives all rights of exemption as to any of the Property. If a Grantor is not an owner of the Property, that Grantor executes this Mortgage for the sole purpose of relinquishing and waiving such rights.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Westar Foods, Inc.; 4 G Properties, LLC; and 4 G Properties II, LLC.

Default. The word "Default" means the Default set forth in this Assignment in the section titled

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(Continued)**

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"Default".

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means 4 G Properties, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness, and, in each case, Grantor's successors, assigns, heirs, personal representatives, executors and administrators of any guarantor, surety, or accommodation party.

Guaranty. The word "Guaranty" means the guaranty from Guarantor, or any other guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest and late fees, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Assignment, together with all interest thereon.

Lender. The word "Lender" means CoreFirst Bank & Trust, its successors and assigns.

Mortgage. The word "Mortgage" means this ASSIGNMENT OF RENTS between Grantor and Lender.

Note. The word "Note" means the promissory note dated October 1, 2019, in the original principal amount of \$10,500,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON OCTOBER 1, 2019.

GRANTOR:

4 G PROPERTIES, LLC

By: 
Frank A Weltermajer, Member of 4 G Properties, LLC

By: _____
Steven R Barrett, Member of 4 G Properties, LLC

By: _____
Wayne Glasser, Member of 4 G Properties, LLC

By: _____
Ronald J Damiana, Member of 4 G Properties, LLC

Attached hereto

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(Continued)**

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"Default".

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means 4 G Properties, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness, and, in each case, Grantor's successors, assigns, heirs, personal representatives, executors and administrators of any guarantor, surety, or accommodation party.

Guaranty. The word "Guaranty" means the guaranty from Guarantor, or any other guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest and late fees, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Assignment, together with all interest thereon.

Lender. The word "Lender" means CoreFirst Bank & Trust, its successors and assigns.

Mortgage. The word "Mortgage" means this ASSIGNMENT OF RENTS between Grantor and Lender.

Note. The word "Note" means the promissory note dated October 1, 2019, in the original principal amount of \$10,500,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON OCTOBER 1, 2019.

GRANTOR:

4 G PROPERTIES, LLC

By: _____
Frank A Westermajer, Member of 4 G Properties, LLC

By: Steven R. Barrett
Steven R Barrett, Member of 4 G Properties, LLC

By: Wayne Glasser
Wayne Glasser, Member of 4 G Properties, LLC

By: Ronald J Damiana
Ronald J Damiana, Member of 4 G Properties, LLC

ASSIGNMENT OF RENTS
(Continued)

LoanNo:600000032926

Page 8

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF COLORADO)
CITY AND) SS
COUNTY OF DENVER)

This record was acknowledged before me on OCTOBER 4 2019 by Steven R Barrett, Member of 4 G Properties, LLC; Wayne Glasser, Member of 4 G Properties, LLC; and Ronald J Damiana, Member of 4 G Properties, LLC.

Emily Jane S. Bennett
Notary Public in and for the State of Colorado
My commission expires MARCH 7, 2021

EMILY JANE S. BENNETT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174010115
MY COMMISSION EXPIRES MARCH 7, 2021

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Kansas)
COUNTY OF Johnson) ss

This record was acknowledged before me on October 4th, 2019, by appeared
Frank A Westermajer, Member of 4 G Properties, LLC.

Michaëlle R Holt
Notary Public in and for the State of Kansas
My commission expires 12/20/22

MICHALLE R HOLT
NOTARY PUBLIC
STATE OF KANSAS
MY COMMISSION EXPIRES 12/20/22

EXHIBIT A

This EXHIBIT A is attached to and by this reference is made a part of the ASSIGNMENT OF RENTS, dated October 1, 2019, and executed in connection with a loan or other financial accommodations between COREFIRST BANK & TRUST and Westar Foods, Inc.; 4 G Properties, LLC; and 4 G Properties II, LLC.

Tract 1: (8755 University Avenue, Clive, IA 50325)

PARCEL 1

Lot 1 in Westpointe Square Plat 1, an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa, subject to easements, covenants and restrictions of record.

PARCEL 2

A Non-exclusive Access Easement for the benefit of Parcel to construct and use a road to permit ingress and egress to Parcel 1, created and granted by Non-exclusive Access Easement dated June 21, 1982 filed for record June 21, 1982 as instrument No. 39017 recorded in Bk 5176 at pg. 603, across, along, and over the following described real estate:

The West 45 feet of the South 200 feet of Lot 2 in Westpointe Square Plat 1, an Official Plat, now included in and forming a part of the City of Clive, Polk County, Iowa.

Tract 2: (3200 S Expressway, Council Bluffs, IA 51501)

Lots 1 and 2, Coat's Subdivision, City of Council Bluffs, Pottawattamie County, Iowa; more fully described as follows: A tract of land located in the SE 1/4 NW 1/4 of Section 12, Township 74 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Council Bluffs, Iowa, lying South of 32nd Avenue and West of South Expressway and is more fully described as follows: Commencing at the South 1/4 corner of said Section 12; thence N00°04' 35"W a distance of 2633.18 feet along the East line of the SW 1/4 of said Section 12 to the center of said Section 12; thence continue N00°04' 35"W a distance of 544.08 feet; thence S90°00'00"W a distance of 124.37 feet to the Westerly right-of-way line of South Expressway; thence N15°06'25"W a distance of 126.40 feet along said right-of-way; thence N07°12'05"W a distance of 78.59 feet along said right-of-way to the point of beginning; thence continue N07°12'05"W a distance of 253.85 feet along said right-of-way to the South right-of-way of 32nd Avenue; thence S89°41'25"W a distance of 282.73 feet along the South right-of-way line of 32nd Avenue; thence 500°00'40" E a distance of 200.33 feet; thence Southeasterly a distance of 78.53 feet along the arc of a circular curve, concave Northeasterly, having a central angle of 89°53'20" and a chord length of 70.70 feet bearing S45°00'20"E; thence N90°00'00"E a distance of 264.51 feet to the point of beginning, EXCEPT the North 20.0 feet thereof dedicated for street purposes.

Note: The East line of the SW1/4 of said Section 12 is assumed to bear N00°04'35"W for this description.

Tract 3: (915 Army Post Rd, Des Moines, IA 50315)

Parcel "B" as shown on the Plat of Survey recorded in Book 14052, Page 229 of Lots 1, 2, 21 & 22 in Langdon Place, an Official Plat now in and forming a part of the City of Des Moines, Polk County, IA.

Tract 4: (6 South 15th Street, Fort Dodge, IA 50501)

Lots Nos. One, Two, Three, Four, Five, and Six (1, 2, 3, 4, 5 and 6), and the vacated alley running North and South and located immediately west of and adjoining said Lots Nos. One, Two, Three and Four (1, 2, 3 & 4), in Blake's Subdivision in Block No. Five (5), of Morrison and Duncombe's Addition to Fort Dodge, Iowa, and also a tract of land ten (10) feet in width lying South of and adjoining said Lots Nos. Five (5) and Six (6) and West of Lot No. Four (4) in Blake's Sub-Division in Lot No. Two (2), Block No. Five (5) of Morrison and Duncombe's Addition to Fort Dodge, Iowa, being more fully described as follows: Beginning at the Southwest corner of said Lot No. Six (6) of Blake's Sub-Division, running thence South ten (S 10) feet, thence running East to the Southwest corner of said Lot No. Four (4) of said Blake's Sub-Division, thence running North Ten (N 10) feet along the West line of said Lot No. Four (4) of Blake's Sub-Division, thence running West to the point of beginning, the above described premises comprising all of Original Lot Two (2), of Block Five (5), Morrison and Duncombe's

Addition to Fort Dodge, Webster County, Iowa.

Tract 5: (705 Grandview Avenue, Muscatine, IA 52761)

Lots 3, 4 and 5 in Block 24 of South Muscatine, an Addition to the City of Muscatine, in Muscatine County, Iowa, according to the recorded plat thereof.

Together with Declaration of Restrictive Covenant dated December 14, 1988, filed of record December 14, 1988, in Book 333, page 993, as Document No. 2626, as shown in the Office of the Recorder of Deeds of Muscatine County, Iowa, to expire December 14, 2008.

Tract 6: (805 Franklin St, Waterloo, IA 50703)

Lots No. Two (2) and Three (3), except the Northwestern One Hundred Five (105) feet thereof; and The Northwestern One Hundred Five (105) feet of the Southwestern Fifty (50) feet of Lot No. Three (3);

and All of Lots No. Six (6), Seven (7) and Ten (10); All in Block No. Fifty-eight (58) in The Cooley Addition to Waterloo, Iowa; Situated in Black Hawk County, Iowa.

Excepting from the above that portion of said Lot 3 which was Deeded to the City of Waterloo, Iowa by Deed recorded October 5, 1992 in Book 630 at Page 615 which is more fully described as follows, to wit:

Beginning at the most Westerly corner of said Lot 3; thence Northeasterly along the Northwestern line of said Lot 3 a distance of 50.0 feet; thence Southeasterly parallel with the Southwestern line of said Lot 3 a distance of 15.0 feet; thence Southwesternly to a point on the Southwestern line of said Lot 3, which point is 7.0 feet Southeasterly from the most Westerly corner of said Lot 3; thence Northwesternly to the point of beginning.

Tract 7: (1007 John Wayne Drive North, Winterset, IA 50273)

Beginning at a point (P.O. B.) 300.64 feet S 0°00' E, and 110 feet N 90°00" E of the Northwest corner of Section 31, in Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa; thence N00°00 E (assumed for the purpose of this description only) 144.88 feet; thence N 45°48'23" E, 90.37 feet; thence N86°28'12" E, 115.39 feet; thence S 00°00'33" E, 214.89 feet; thence S89°58'15"W, 180 feet to the place of beginning.

THIS EXHIBIT A IS EXECUTED ON OCTOBER 1, 2019.

GRANTOR:

4 G PROPERTIES, LLC

By: 
Frank A Westphal, Member of 4 G Properties, LLC

By: _____
Steven R Barrett, Member of 4 G Properties, LLC

By: _____
Wayne Glasser, Member of 4 G Properties, LLC

By: _____
Ronald J Damiana, Member of 4 G Properties, LLC

attached hereto

Addition to Fort Dodge, Webster County, Iowa.

Tract 5: (705 Grandview Avenue, Muscatine, IA 52761)

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Lots No. Two (2) and Three (3), except the Northwesterly One Hundred Five (105) feet thereof; and The Northwesterly One Hundred Five (105) feet of the Southwesterly Fifty (50) feet of Lot No. Three (3);

and All of Lots No. Six (6), Seven (7) and Ten (10); All in Block No. Fifty-eight (58) in The Cooley Addition to Waterloo, Iowa; Situated in Black Hawk County, Iowa.

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Beginning at the most Westerly corner of said Lot 3; thence Northeasterly along the Northwesterly line of said Lot 3 a distance of 50.0 feet; thence Southeasterly parallel with the Southwesterly line of said Lot 3 a distance of 15.0 feet; thence Southwesterly to a point on the Southwesterly line of said Lot 3, which point is 7.0 feet Southeasterly from the most Westerly corner of said Lot 3; thence Northwesterly to the point of beginning.

Tract 7: (1007 John Wayne Drive North, Winterset, IA 50273)

Beginning at a point (P.O. B.) 300.64 feet S 0°00' E, and 110 feet N 90°00" E of the Northwest corner of Section 31, in Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa; thence N00°00 E (assumed for the purpose of this description only) 144.88 feet; thence N 45°48'23" E, 90.37 feet; thence N86°28'12" E, 115.39 feet; thence S 00°00'33" E, 214.89 feet; thence S89°58'15"W, 180 feet to the place of beginning.

THIS EXHIBIT A IS EXECUTED ON OCTOBER 1, 2019.

GRANTOR:

4 G PROPERTIES, LLC

By: _____
Frank A Westermajer, Member of 4 G Properties, LLC

By: Steven R. Barrett
Steven R Barrett, Member of 4 G Properties, LLC

By: Wayne Glasser
Wayne Glasser, Member of 4 G Properties, LLC

By: Ronald J Damiana
Ronald J Damiana, Member of 4 G Properties, LLC