

LISA SMITH, COUNTY RECORDER  
MADISON IOWA

This document prepared by: WELLS FARGO BANK, NATIONAL ASSOCIATION, Jay Lesnansky Tel: 925-975-4734

✓ Upon recording return to: WELLS FARGO BANK, NATIONAL ASSOCIATION,  
85 Cleaveland Rd., 2<sup>nd</sup> Floor, Pleasant Hill, CA 94523- Attn: Loan Documentation

FIRST MODIFICATION OF MORTGAGE AND  
ASSIGNMENT OF RENTS AND LEASES

THIS MODIFICATION (this "Modification") is entered into as of June 16, 2008, by and between CLARK INDUSTRIES, LTD., an Iowa Corporation ("Mortgagor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Mortgagee").

RECITALS

This Modification is entered into upon the basis of the following facts and understandings of the parties:

A. This Modification pertains to that certain Mortgage and Assignment of Rents and Leases dated as of January 1, 2003, executed by Mortgagor to Mortgagee, and recorded on February 3, 2003, as Instrument No. 000591, in Book 2003, at Page 591 of the Official Records of Madison County, Iowa ("Mortgage"), with respect to the real property described on Exhibit A attached hereto and incorporated herein by this reference.

B. The obligations secured by the Mortgage have been modified, and Mortgagor and Mortgagee have agreed to modify the Mortgage to accurately reflect the obligations secured thereby. Certain additional obligations have been or are to be incurred which are to be secured by the Mortgage, and Mortgagor and Mortgagee have agreed to modify the Mortgage to reflect said additional obligations as secured thereby.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Mortgage is hereby modified to reflect as obligations secured thereby and included in the definition of Secured Obligations therein, in addition to any other Secured Obligations defined therein or arising thereunder, the payment to Mortgagee of all indebtedness and performance of all obligations evidenced by and arising under that certain promissory note dated as of June 16, 2008, executed by CLARK INDUSTRIES, LTD. and payable to Mortgagee or its order on or before June 10, 2013, in the principal amount of One Million Two Hundred Seventy Thousand Dollars (\$1,270,000.00) (which promissory note represents the refinancing of that certain promissory note dated as of January 1, 2003, and secured by the Mortgage), together with interest thereon, and any such indebtedness or other

obligations incurred under or in connection with the credit accommodation evidenced by said promissory note, even if not specifically referenced therein.

2. The Mortgage is hereby modified to reflect as obligations secured thereby and included in the definition of Secured Obligations therein, in addition to any other Secured Obligations defined therein or arising thereunder, the payment to Mortgagee of all liability, whether liquidated or unliquidated, defined, contingent, conditional or of any other nature whatsoever, and performance of all other obligations, arising under any swap, derivative, foreign exchange or hedge transaction or arrangement (or other similar transaction or arrangement howsoever described or defined) at any time entered into with Mortgagee in connection with any Secured Obligation.

3. The real property and the whole thereof described in the Mortgage shall remain subject to the lien, charge or encumbrance of the Mortgage and nothing herein contained or done pursuant hereto shall affect or be construed to affect the liens, charges or encumbrances of the Mortgage, or the priority thereof over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of said promissory notes and/or the Mortgage.

4. All terms and conditions of the Mortgage not expressly modified herein remain in full force and effect, without waiver or amendment. This Modification and the Mortgage shall be read together, as one document.

5. Mortgagor acknowledges receipt of a copy of this Modification signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed as of the day and year first above written.

MORTGAGEE:

WELLS FARGO BANK,  
NATIONAL ASSOCIATION

By: Mary Kennedy  
Mary Kennedy, Private Banker

MORTGAGOR:

CLARK INDUSTRIES, LTD., an Iowa Corporation

By: John O. Clark  
John O. Clark, President

OBTAIN NOTARY ACKNOWLEDGMENTS

EXHIBIT A  
TO  
MODIFICATION OF MORTGAGE

Legal Description of Property:

Lot One (1) of Bellamy Addition, Plat No. 1, to the City of Winterset, Madison County, Iowa.