

When recorded
return to:

Kutak Rock
1650 Farnam Street
Omaha, NE 68102
Attn: David A. Weill, Esq.

440005
CI 2448931

**ASSUMPTION ASSIGNMENT AND
RELEASE AGREEMENT**

THIS ASSUMPTION, ASSIGNMENT AND RELEASE AGREEMENT (this "Agreement") is entered into as of October 26, 1994 among SAFECO CREDIT COMPANY, INC., a Washington corporation with offices at Suite 610, 165 South Union Boulevard, Lakewood, Colorado ("Lender"), MANDOLFO INVESTMENTS, INCORPORATED, a Nebraska corporation with its principal place of business at 212 Copper Corral, Plattsmouth, Nebraska ("Borrower"), ADVANCE GROCERY SYSTEMS, INC., a Nebraska corporation with its principal place of business at 212 Copper Corral, Plattsmouth, Nebraska ("AGS"), JOSEPH MANDOLFO and NANCY MANDOLFO, individuals who reside at 212 Copper Corral Court, Plattsmouth, Nebraska (collectively referred to herein as the "Guarantors").

*Michelle Utzler
Recorder
10-19-95
178-785*

PRELIMINARY STATEMENT

Borrower is a party to the Agreement and Plan of Reorganization by and among PepsiCo, Inc., a North Carolina Corporation with its principal place of business at 700 Anderson Hill Road, Purchase, New York ("PepsiCo"), Borrower, Upper Midwest Pizza Hut, Inc., a Delaware corporation with its principal place of business at 9111 East Douglas Avenue, Wichita, Kansas ("Newco"), AGS, and the Guarantors. Pursuant to the Agreement and Plan of Reorganization (i) Borrower will transfer certain property and equipment to Newco, (ii) Borrower will transfer certain real property to AGS, (iii) the shares of AGS will be distributed to the Guarantors and (iv) Borrower will merge into PepsiCo.

Lender is the owner and holder of certain Real Estate Mortgage Notes (the "Notes") listed on Exhibit A. Borrower's obligations under the Notes are secured by certain Real Estate Mortgages dated and recorded as listed on Exhibit A.

Borrower has agreed to transfer to AGS all of Borrower's right, title and interest in and to the Real Property described on Exhibits B, subject to the Real Estate Mortgages, and Lender has consented to such transfer. AGS assumes all obligations of Borrower (the "Obligations") under the Notes, the Real Estate Mortgages and such other documents, instruments and agreements (the "Related Documents") executed by Borrower in connection with the Notes listed on Exhibit A. Lender agrees to release Borrower from all Obligations, subject to certain conditions. The Notes, the Real Estate Mortgages and the Related Documents are hereby incorporated herein as if set forth in full herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other valuable consideration, and subject to the condition that the execution of this Agreement will not impair the existing Real Estate Mortgages, or the priority thereof, it is HEREBY AGREED AS FOLLOWS:

REC \$ 160.00
AUD \$ _____
R.M.F. \$ 1.00

FILED NO. 2726
BOOK 176 PAGE 272

COMPUTER
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95 APR 24 PM 2: 24
MICHELLE UTZLER
RECORDER
MADISON COUNTY, IOWA

1. *Conditions to Assumption.* Lender's agreement to the foregoing transfer of the Real Property and the assumption by AGS of the Obligations and to the release provided herein is expressly conditioned upon the satisfaction by Borrower, within 30 days after the execution of this Agreement, of the following conditions:

(a) Borrower must not be in breach or default in any of its obligations under the Notes, Real Estate Mortgages and/or Related Documents;

(b) AGS shall have paid or caused to be paid all third-party fees and costs incurred as a result of (i) the execution and delivery of this Agreement (ii) the execution and delivery of any, other related agreement, and (iii) all costs associated with the satisfaction of the conditions set forth in this document;

(c) Lender shall have received certified copies of (i) Board of Directors Resolution of Borrower approving the transfer of the Real Property; (ii) articles of incorporation of AGS; and (iii) certificate of good standing relating to AGS from the Secretary of State of the State of Nebraska;

(d) Guarantors have executed and delivered personal guarantees to Lender in forms acceptable to Lender;

(e) AGS and the Guarantors shall have executed and delivered a Certificate and Indemnity Agreement Regarding Hazardous Substances in a form acceptable to Lender;

(f) Lender shall have received acceptable continuation title endorsements or the equivalent with respect to all of the Real Estate Mortgage title policies;

(g) the receipt of an opinion of counsel from AGS, Borrower and Guarantors in a form acceptable to Lender;

(h) Lender shall have received financing statements with respect to all Leases of Real Property in a form acceptable to Lender;

(i) the transfer of the AGS shares to the Guarantors; the execution and delivery of (i) a form of Assignment of Rents and Leases as to the Real Property in form acceptable to Lender, (ii) a form of Stock Pledge and Security Agreement covering 30,000 shares of PepsiCo common stock duly executed by AGS and Guarantors, together with the documents and instruments required under terms thereof, and (iii) a form of Subordination, Non-disturbance and Attornment Agreement with respect to all of the Real Property in form acceptable to Lender; and

(j) the continued correctness, as of the closing of the transactions contemplated in the Agreement and Plan of Reorganization, of all representations and

warranties by Borrower and Mandolfo made in this Agreement and any related agreement, including the Notes, the Real Estate Mortgages, the Related Documents, the Stock Pledge and Security Agreement and the Assignment of Rents and Leases Agreement.

2. **Consent; Continuing Liability and Priority.** Subject to the satisfaction of the conditions noted herein, Lender hereby consents to the transfer of the Real Property from Borrower to AGS; provided, however, the Real Property shall remain in all respects subject to the Real Estate Mortgages. Nothing herein contained, and nothing done pursuant hereto, shall affect the Real Estate Mortgages.

3. **Assumption.** Subject to the satisfaction of the conditions noted herein, AGS hereby unconditionally assumes, covenants, promises and agrees that it shall (a) pay the Notes at the time and in the manner as provided therein, (b) perform each and all of the Obligations, at the time and in the manner as provided in the Notes, the Real Estate Mortgages and/or the Related Documents, as applicable, and (c) be bound by each and all of the terms and provisions of the Notes, the Real Estate Mortgages and the Related Documents, in each case, to the same effect as if AGS had itself executed and delivered each such document, and AGS shall be deemed to be Borrower (by whatever defined term denotes Borrower, but without affecting the liability of Borrower) for all purposes of the Notes, the Real Estate Mortgages and the Related Document. AGS assumes all liability under any covenants, representations, or warranties made by Borrower in the Notes, Real Estate Mortgages and Related Documents and such covenants, representations, warranties shall survive (i) the execution and delivery of this Agreement and (ii) the transfer to AGS of the Real Property.

4. **Release From Liability.** Subject to the satisfaction of the conditions noted herein, Lender agrees to release and forever discharge Borrower, its successors and assigns, including PepsiCo, from any and all liability under the Notes, Real Estate Mortgages and or Related Documents.

5. **Continuing Effect; Estoppel.** Except as expressly provided herein, nothing herein shall be construed to constitute a waiver, modification or release of any of the terms, covenants, provisions or conditions, or of any default which may now or hereafter exist, under the Notes, the Real Estate Mortgages or any of the Related Documents. Lender represents and warrants to AGS that all required payments to Lender under the Notes, the Real Estate Mortgages and the Related Documents have been paid through October 26, 1994 and that to Lender's knowledge, without inquiry, Borrower is not in default under the Notes, the Real Estate Mortgages and/or the Related Documents.

6. **Representations and Warranties of Borrower.** Borrower represents and warrants to Lender as follows:

A. **Organization of Borrower.** Borrower is a duly formed and validly existing corporation in good standing under the laws of the State of Nebraska. Borrower owns

one hundred percent of the issued and outstanding common stock of AGS. Upon completion of the transaction contemplated in the Agreement, all of the issued and outstanding common stock of AGS shall be owned by Joseph and Nancy Mandolfo.

B. *Authority of Borrower.* The persons who have executed this Agreement on behalf of Borrower are duly authorized to do so. Borrower has the lawful right, power, authority and capacity to consummate the transactions contemplated by this Agreement in accordance with the respective terms, provisions and conditions hereof and thereof.

C. *No Violations of Agreements.* The execution of, and entry into, this Agreement and the performance by Borrower of its duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the transactions contemplated by and provided for in this Agreement will not result in a default under, and are not in violation of, (i) the articles of incorporation and bylaws of Borrower, (ii) any contract, agreement or other instrument to which Borrower is a party or by which Borrower or its assets, including, without limitation, the Real Property, are bound, or (iii) any law, rule, regulation, decree, order or judgment of any nature by which Borrower or its assets, including, without limitation, the Real Property, are bound and will not result in any lien or encumbrance on the Property except as expressly permitted by the Real Estate Mortgages.

D. *All Authorizing Action Taken.* All necessary action has been taken by Borrower authorizing and approving the execution of, and entry into, this Agreement and the performance by Borrower of its duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the transactions contemplated by and provided for in this Agreement. This Agreement has been duly authorized, executed and delivered by Borrower, and constitutes the legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms. No consent, approval, order or authorization of any judicial or administrative body, governmental authority or other party or any designation, registration, declaration or filing with any governmental authority is required in connection with the execution, delivery or performance by Borrower of this Agreement.

E. *Litigation; Investigations.* There are no actions, suits, proceedings or investigations pending or, to the knowledge and belief of Borrower, threatened against or affecting Borrower with respect to the Real Property or which could effect or question the validity or enforceability of this Agreement or of any action taken by Borrower under this Agreement in any court or before any governmental authority, domestic or foreign. There is no default or event or occurrence which, with the passage of time or the giving of notice or both, would constitute a default under the Notes, the Real Estate Mortgages or the Related Documents.

F. *Licenses and Permits.* Borrower has obtained all required licenses and permits, both governmental and private, to use and operate the Real Property as restaurants.

G. *Enforceability of Documents.* The execution, delivery and performance by Borrower of this Agreement and the transfer of the Real Property by Borrower to AGS and the assumption of the Obligations by AGS as set forth herein shall not result in a default under, or a violation of, the Notes, nor shall such execution, delivery and transfer affect in any way the lien of the Real Estate Mortgages or the priority thereof or the validity, legality or enforceability of the Notes, the Real Estate Mortgages or the Related Documents, all of which shall remain in full force and effect enforceable against AGS pursuant to this Agreement. Nothing stated in this paragraph shall effect the release of Borrower pursuant to paragraph 4 of this Agreement.

H. *Environmental and Zoning.* Borrower has not received notice and has no knowledge of any violation of any legal requirement with respect to the ownership, occupancy, use or management of the Real Property, including, without limitation, any federal, state or local hazardous waste, environmental, zoning, handicap, fire or other law, ordinance, code, regulation or rule.

I. *Defaults.* Borrower is not aware of any default under the Notes, Real Estate Mortgages and/or Related Documents and has no knowledge of any default of lender thereunder.

J. *Solvency.* Borrower is presently solvent and consummation of the transactions referenced herein will not render Borrower insolvent.

7. *Representations and Warranties of AGS.* AGS represents and warrants to Lender as follows:

A. *Organization of AGS.* AGS is a duly formed and validly existing corporation in good standing under the laws of the State of Nebraska. AGS is duly qualified to do business in the state of Iowa and Wisconsin. Upon closing the transactions contemplated in the Agreement, all of the issued and outstanding shares of AGS will be owned by Joseph and Nancy Mandolfo.

B. *Authority of AGS.* The persons who have executed this Agreement on behalf of AGS are duly authorized to do so. AGS has the lawful right, power, authority and capacity to consummate the transactions contemplated by this Agreement in accordance with the respective terms, provisions and conditions hereof and thereof.

C. *No Violations of Agreements.* The execution of, and entry into, this Agreement and the performance by AGS of its duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the

transactions contemplated by and provided for in this Agreement will not result in a default under, and are not in violation of, (i) the articles of incorporation and bylaws of AGS, (ii) any contract, agreement or other instrument to which AGS is a party or by which AGS or its assets, including, without limitation, the Real Property, are bound, or (iii) any law, rule, regulation, decree, order or judgment of any nature by which AGS or its assets, including, without limitation, the Real Property, are bound and will not result in any lien or encumbrance on the Real Property except as expressly permitted by the Real Estate Mortgages.

D. *All Authorizing Action Taken.* All necessary action has been taken by AGS authorizing and approving the execution of, and entry into, this Agreement and the performance by AGS of its duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the transactions contemplated by and provided for in this Agreement. This Agreement has been duly authorized, executed and delivered by AGS, and constitutes the legal, valid and binding obligation of AGS, enforceable against AGS in accordance with its terms. No consent, approval, order or authorization of any judicial or administrative body, governmental authority or other party or any designation, registration, declaration or filing with any governmental authority is required in connection with the execution, delivery or performance by AGS of this Agreement.

E. *Litigation; Investigations.* There are no material actions, suits, proceedings or investigations pending or, to the knowledge and belief of AGS, threatened against or affecting (i) AGS or its business, (ii) the Real Property or (iii) which question the validity or enforceability of this Agreement or of any action taken by AGS under this Agreement in any court or before any governmental authority, domestic or foreign. To the knowledge of AGS, without inquiry, there is no default or event or occurrence which, with the passage of time or the giving of notice or both would constitute a default under the Notes, the Real Estate Mortgages or the Related Documents.

F. *Licenses and Permits.* AGS has obtained and Newco as its lessee will maintain all required licenses and permits, both governmental and private, to use and operate the Real Property as restaurants.

G. *Enforceability of Documents.* The execution, delivery and performance by AGS of this Agreement and the transfer of the Real Property by Borrower to AGS and the assumption of the Obligations by AGS as set forth herein shall not result in a default under, or a violation of, or in any way affect the validity, legality or enforceability of, the Notes, nor shall such execution, delivery and transfer affect in any way the lien of the Real Estate Mortgages or the priority thereof or the validity, legality or enforceability of the Notes, the Real Estate Mortgages or the Related Documents, all of which shall remain in full force and effect, enforceable against AGS in accordance with their respective terms.

H. *Environmental and Zoning.* AGS has not received notice and has no knowledge of any violation of any legal requirement with respect to the ownership, occupancy, use or management of the Real Property, including, without limitation, any federal, state or local environmental, zoning, handicap or fire law, ordinance, code, regulation or rule.

I. *Defaults.* Borrower is not aware of any default under the Notes, real estate mortgages and/or related documents and has no knowledge of any default of lender thereunder.

J. *Solvency.* Borrower is presently solvent and consummation of the transactions referenced herein will not render Borrower insolvent.

8. *Indemnity.* AGS and the Guarantors shall indemnify, defend and hold Lender harmless from all claims, causes of action, losses damages, liabilities, and expenses arising out of any inaccuracy in any representation or warranty made by Borrower or AGS in this Agreement. Under no circumstances shall the Borrower have to indemnify or defend Lender for any claim, cause of action, losses, damages, liabilities and expenses arising out of any inaccuracy in any representation or warranty made in this Agreement. The representations and warranties of AGS and Borrower set forth in this Agreement shall survive the execution and delivery of this Agreement. AGS and Guarantors shall be liable for any and all damages caused by a breach of any covenants, warranties or representations made by AGS, Borrower or the Guarantors contained in this Agreement.

9. *Counterparts.* This Agreement may be executed simultaneously in several counterparts, each of which shall be regarded as an original and all of which together shall constitute but one and the same instrument.

10. *Waiver.* No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the parties hereto.

11. *Attorneys' Fees.* In the event of any judicial or other adversarial proceeding between the parties concerning this Agreement, the prevailing party shall be entitled to recover all of its attorneys' fees and other costs in addition to any other relief to which it may be entitled.

12. *Governing Law.* This Agreement, and the construction and performance of its terms, shall be governed by and construed in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto as of the day and year first hereinabove written.

MANDOLFO INVESTMENTS,
INCORPORATED

By Joseph Mandolfo
Joseph Mandolfo, President

ADVANCE GROCERY SYSTEMS, INC.

By Joseph Mandolfo
Joseph Mandolfo, President

SAFECO CREDIT COMPANY, INC.

By Douglas W. Mehl
Douglas W. Mehl, Vice President

JOSEPH MANDOLFO

By Joseph Mandolfo

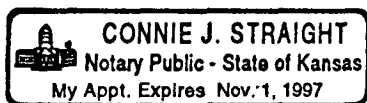
NANCY MANDOLFO

By Nancy Mandolfo

STATE OF *Kansas*)
) ss.
 COUNTY OF *Sedgwick*)

The foregoing instrument was acknowledged before me this *26* day of *Oct.*, 1994
 by Joseph Mandolfo, President of Mandolfo Investments, Incorporated, a Nebraska corporation
 with its principal place of business a 212 Copper Corral Court, Plattsmouth, Nebraska.

[SEAL]



Connie J. Straight

 Notary Public

My commission expires:

STATE OF *Kansas*)

) ss.

COUNTY OF *Sedgwick*)

The foregoing instrument was acknowledged before me this *26th* day of *Oct.*, 1994 by Joseph Mandolfo, President of Advance Grocery Systems, Inc., a Nebraska corporation with its principal place of business at 212 Copper Corral Court, Plattsmouth, Nebraska.

[SEAL]



Connie J. Straight

Notary Public

My commission expires:

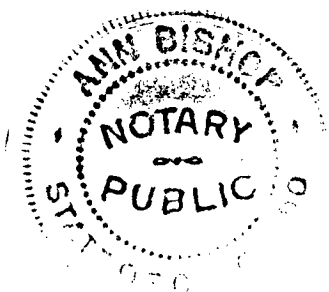
STATE OF COLORADO)

) ss.

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 25th day of October, 1994 by * , Vice President of Safeco Credit Company, Inc., a Washington corporation with offices at 105 South Union Boulevard, Suite 610, Lakewood, Colorado.

* Douglas W. Mehl



Ann Bishop

Notary Public

My commission expires:

My commission expires May 9, 1995.

STATE OF *Kansas*)

) ss.

COUNTY OF *Sedgwick*)

The foregoing instrument was acknowledged before me this *26* day of *Oct.*, 1994
by Joseph Mandolfo.

[SEAL]



Connie J. Straight

Notary Public

My commission expires:

STATE OF *Kansas*)
) ss.
COUNTY OF *Sedgwick*)

The foregoing instrument was acknowledged before me this *26* day of *Oct.*, 1994
by Nancy Mandolfo.

[SEAL]



Connie J. Straight

Notary Public

My commission expires:

EXHIBIT A
REAL ESTATE NOTES

<u>Safeco Loan No.</u>	<u>Type of Document</u>	<u>Secured Property</u>	<u>Date Recorded</u>	<u>County</u>	<u>Recording Information</u>
MAND6739	Assign. of Mortgage	Belle Plaine, IA	10/19/90	Benton	Book DA Page 287
	Assign. of Mortgage	Clintonville, IA	10/18/90	Waupaca	Vol. 694 Page 270 #477723
	Assign. of Mortgage	Missouri Valley	10/18/90	Harrison	Book 543 Page 734
	Assign. of Mortgage	Onawa, IA	10/18/90	Monona	Book 13 Page 145
	Assign. of Mortgage	Tama Toledo, IA	10/29/90	Tama	Book 461 Page 491
	Assign. of Mortgage	Winterset, IA	10/19/90	Madison	Book 157 Page 522 Doc. #866
MAND7529	Mortgage	Plover, WI	06/25/91	Portage	Vol. 550 Page 0128
MAND7530	Mortgage	Antigo, WI	06/25/91	Langlade	#293983
MAND7531	Mortgage	Waupaca, WI	06/25/91	Waupaca	Vol. 705 Page 868 #483950
MAND7999	Trust Deed	Plattsmouth, NE	12/18/91	Cass	Book 221 Page 133 Doc. #298
MAND8706	Mortgage	Wausau, WI	11/04/92	Marathon	Vol. 609 Page 647 #0980972
	Assign. of Leases/Rents	Wausau, WI	11/04/92	Marathon	Vol. 609 Page 651 #0980973
	Mortgage	Tomahawk, WI	11/05/92	Lincoln	Vol. 499 Page 1 #323161

01/118130.1

<u>Safeco Loan No.</u>	<u>Type of Document</u>	<u>Secured Property</u>	<u>Date Recorded</u>	<u>County</u>	<u>Recording Information</u>
	Assign. of Leases/Rents	Tomahawk, WI	11/05/92	Lincoln	Vol. 499 Page 5 #323162
	Mortgage	Abbotsford, WI	11/04/92	Marathon	Vol. 609 Page 638 #0980970
	Assign. of Leases/Rents	Abbotsford, WI	11/04/92	Marathon	Vol. 609 Page 642 #0980971
	Mortgage	Oconto, WI	11/04/92	Oconto	Vol. 618 Page 452 #404043
	Assign. of Leases/Rents	Oconto, WI	11/04/92	Oconto	Vol. 618 Page 457 #404044
	Mortgage	New London, WI	11/10/92	Waupaca	Vol. 739 Page 818 #500574
	Assign. of Leases/Rents	New London, WI	11/10/92	Waupaca	Vol. 739 Page 822 #500575
	Mortgage	Marshfield, WI	11/05/92	Wood	Vol. 660 Page 831 #738627
	Assign. of Leases/Rents	Marshfield, WI	11/05/92	Wood	Vol. 660 Page 835 #738628

345001

EXHIBIT **B**

Lot 4, OAK TERRACE, a Subdivision, in Cass County, Nebraska.

01/115733.1
Plattsmouth, NE

OK

EXHIBIT **B**

Lot Four (4) and Lot Five (5) in Block Sixteen (16) Blair's Addition to Belle Plaine,
Iowa

Benton County, Iowa

EXHIBIT **B**

A tract of land in the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section Twenty-two (22), Township Eighty-three (83) North, Range Fifteen (15), West of the 5th P.M., described as follows: Commencing at the Northeast Corner of the Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of said Section Twenty-two (22), thence South along the East line of said Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) a distance of 275.3 feet, thence North 89°55' West 280 feet to the point of beginning, thence South 225 feet, thence North 89°55' West 120 feet, thence North 225 feet, thence South 89°55' East 120 feet to the point of beginning, in Tama County, Iowa.

01/115730.1
Tama/Toledo, IA

440005

OK

EXHIBIT B

Lot Seven (7) of Helen McCall Huntoon Addition, Plat No. 1, to the City of Winterset, Madison County, Iowa

#440006

EXHIBIT **A**

Lot Six (6) in Block Thirty (30) in the Original Town of Greenfield, Iowa
Adair County, Iowa

CR

01/115757.1
Greenfield, IA

#440007

EXHIBIT B

That part of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section Fifteen (15), Township Seventy-eight (78) North, Range Fourty-four (44) West of the 5th P.M., bounded and described as: Beginning at the point of intersection of the Southeasterly line of the Lincoln Highway with the South line of the North 44 feet of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of said Section 15, thence Southwesterly along the Southeasterly line of the Lincoln Highway 350.5 feet to the place of beginning, being the Northwesterly corner of Lot 1 of Lot 1 of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of said Section 15, running thence Southeasterly along the Northeasterly line of said Lot 1 of Lot 1 of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) a distance of 110 ft., thence Southwesterly and parallel with the westerly line of said Lot 1 of Lot 1 of said Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) to the Southwest line of said Lot 1 of Lot 1, thence in a Northwesterly direction a distance of 110 feet to the Southwest corner of said Lot 1, thence Northeasterly along the Easterly right-of-way of U.S. Highway No. 30, 125.5 feet to place of beginning (being a strip 110 feet wide lying next to the Westerly line of Lot 1 of Lot 1 of the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) along said U.S. Highway No. 30), being situated in Harrison County, Iowa.

CP

EXHIBIT **B**

Lots Seven and Eight (7 & 8) in Block Fifty-Nine (59) in the town of Onawa, Monona County, Iowa, located upon the East half of the Southwest Quarter of Section Four, Township Eight-Three North, Range Forty-Five West of the 5th P.M.

Monona County, Iowa

01/115760.1
Onawa, IA

506002

10

EXHIBIT B

Lot 1 of Certified Survey Map No. 2351 recorded in the office of the Register of Deeds for Waupaca County, Wisconsin on April 9, 1989 in Volume 7 of Certified Survey Maps on page 431 as Document No. 446624, being part of the Southwest 1/4 of the Southeast 1/4 of Section 1, Township 22 North, Range 14 East, City of New London, Waupaca County, Wisconsin, as corrected in Affidavit Certified Survey Map No. 2482 recorded in Volume 8 of Certified Survey Maps on page 118 as Document No. 454733.

EXHIBIT B

Parts of Government Lot 5, Section 19, Township 28 North, Range 22 East, City of Oconto, Oconto County, State of Wisconsin, more particularly described as follows:

Parcel 1) Commencing at a point on Chicago Street as now travelled 53 feet West of the Northeast corner of tract deeded to F.X. Brazeau by deed recorded in Vol. 29 Deeds page 497; thence West on Chicago Street 50 feet; thence South parallel with East line of tract deeded to Brazeau as aforesaid 151 feet; thence East parallel with Chicago Street 50 feet; thence North 151 feet to place of beginning.' (Also known as part 26 Assessor's Records and Maps, City of Oconto).

Parcel 2) Commencing at a point in the West line of tract conveyed to Hugo Muehrcke by deed recorded in Volume 84 Deeds page 621, 80 feet Southerly from the South line of Chicago Street; and running thence Northerly along the West line of aforesaid Muehrcke tract 80 feet to the South line of Chicago Street; thence Westerly along the South line of Chicago Street to the East line of Brazeau Avenue; thence Southerly along the East line of Brazeau Avenue 90 feet; thence Easterly along present fence line to place of beginning. (also known as Part 29, Assessor's Records and Maps, City of Oconto.)

Parcel 3) Commencing at the Southwest corner of tract of land conveyed to Hugo Muehreke by deed recorded in Volume 84 Deeds page 621; and running thence Southerly the same course as the West line of the aforesaid Muehrcke tract to the South line of tract conveyed to F.X. Brazeau by deed recorded in Vol. 29 Deeds page 297; thence running Easterly along the South line of the F.X. Brazeau tract conveyed as aforesaid to the Southwest corner of tract conveyed to Victor Brazeau by deed recorded in Volume 118 Deeds page 311; thence Northerly along the west line of tract conveyed to Victor Brazeau as aforesaid to the Southeast corner of the tract conveyed as aforesaid to Muehrcke; thence Westerly along the South line of aforesaid Muehrcke tract to the place of beginning. (Also known as Part 30 Assessor's Records and Maps, City of Oconto).

Parcel 4) Commencing at the Southwest corner of tract of land conveyed to F.X. Brazeau by deed recorded in Volume 29 of Deeds at page 497; running thence Northerly along the East line of Brazeau Avenue to a point 90 feet South of the South line of Chicago Street; thence Easterly along the present fence line to the West line of tract conveyed to Hugo Muehrcke by deed recorded in Volume 84 of Deeds, page 621, at a point 80 feet South of the South line of Chicago Street; thence running Southerly along the West line and the West line produced of the tract conveyed to Muehrcke as aforesaid to the south line of the tract conveyed to Brazeau as aforesaid; thence Westerly along the South line of aforesaid Brazeau tract to place of beginning. (Also known as Part 31 Assessor's Records and Maps, City of Oconto.)

#506004

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17

EXHIBIT B

Parcel of land described in Certified Survey Map No. 2181 as recorded in the office of the Register of Deeds for Waupaca County, Wisconsin on December 12, 1985 at 3:30 P.M. in Volume 7 of Certified Survey Maps on page 109, as Document No. 434998, being part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 25, Township 22 North, Range 11 East, City of Waupaca, Waupaca County, Wisconsin. TOGETHER WITH a perpetual nonexclusive easement for ingress and egress over and upon the following described property: Commencing at the Southwest corner of Lot 1, Certified Survey Map No. 617, thence North 87 degrees 04 minutes 05 seconds East, 134.4 feet to the point of beginning, thence North 01 degrees 23 minutes 40 seconds West, 190.00 feet to a point on the South line of Parcel 1 herein; thence North 87 degrees 04 minutes 05 seconds East, 45 feet; thence South 01 degrees 23 minutes 40 seconds East, 190.00 feet to the South line of Lot 1, Certified Survey Map No. 617, thence South 87 degrees 04 minutes 05 seconds West, 45.00 feet to the point of beginning.

OK

EXHIBIT B

A parcel of land being a part of Assessor's Plat #4 and 192, of the City of Tomahawk, being in the East 1/2, of the Southwest 1/4, Section 27, Township 35 North, Range 6 East, of the Fourth Principal Meridian, Lincoln County, Wisconsin, bounded and described as follows:

Commencing at W.C.D. brass capped iron pipe marking the South 1/4 corner of said Section 27, thence N 89°36'0" W along the south line of said Section 27 a distance of 1310.58' to a point marking the South 1/16 Southwest corner of said Section 27, thence N 0°3'17" W along the West 1/16 line of said Section 27 a distance of 1304.05' to a point being South 0°3'17" E a distance of 30' from the Centre 1/16 Southwest corner of said Section 27, thence N 89°56'43" E a distance of 58.63' to an iron pipe on the easterly right-of-way line of U.S. Highway "51" and the place of beginning, thence N 0°23'13" W along said easterly right-of-way line a distance of 120' to an iron pipe, thence leaving said easterly right-of-way line on a bearing of North 89°56'43" E a distance of 200' to a point, thence S 0°3'17" E parallel with said West 1/16 line a distance of 120' to a point, thence S 89°56'43" W a distance of 200' to an iron pipe and the place of beginning.

01/115731.1
Tomahawk, WI

EXHIBIT B

506006

Parcel one (1) of Certified Survey Map No. 4121 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 15 of Certified Survey Maps on page 119; being a part of the Northwest fractional quarter (NW fr'l 1/4) of Section six (6), Township twenty-eight (28) North, Range two (2) East, in the City of Abbotsford, Marathon County, Wisconsin.

OK

EXHIBIT B

Lot 13 of Plover Assessor's Plat No. 5, being part of Halladay's Survey of 1888 in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 22, Township 23 North, Range 8 East, Village of Plover, Portage County, Wisconsin.

01/115736.1
Plover, WI

506012

EXHIBIT B

Lot One (1) of the CERTIFIED SURVEY MAP recorded on March 21, 1994 at 3:11 P.M., in the Office of the Register of Deeds for Langlade County, Wisconsin, in Volume 5 of Certified Surveys at page 195, as Document No. 308323 and being a part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Twenty (20), Township Thirty-one (31) North, Range Eleven (11) East and part of Owner's Subdivision. (City of Antigo, Langlade County, Wisconsin)

FORMERLY KNOWN AS:

That part of Lot 3 of Certified Survey Map described as Document #283880 recorded in Volume 4, Page 135, Certified Surveys, Langlade County, described as follows:
Beginning at the Southeast corner of Lot 3 of Certified Survey Map recorded in Volume 4, Page 135, L.C.R.; thence N 85°45'39" W, 310.49 feet; thence N 1°15'28" E, 143.42 feet; thence S 88°52'48" E, 150.00 feet; thence S 1°15'28" W, 40.00 feet; thence N 86°24'30" E, 138.38 feet; thence S 8°17'57" E, 133.65 feet to the point of beginning. Said parcel contains 0.94 acres, more or less.
SUBJECT to utility easements of record.

SAID PROPERTY IS SUBJECT TO THE FOLLOWING:

1. The Grantee shall have an easement over the East Thirty (30) feet of the adjoining property to the North for purposes of a Driveway Easement.
2. The property owner(s) to the North retain an easement over the South Thirty (30) feet of any part of the driveway that may infringe on the North line of subject property and retain an easement over the South Thirty (30) feet of any driveway which may exist on the subject premises.

OK

EXHIBIT B

That part of the Southwest 1/4 of the Southeast 1/4 of Section 26, Township 25 North, Range 14 East, City of Clintonville, Waupaca County, Wisconsin, lying East of U.S. Hwy "45" bounded and described as follows: Commencing at the intersection of the North line of the aforesaid quarter-quarter with the East line of U.S. Hwy "45", run thence Southwesterly along the East line of the highway, 728.55 feet to the place of beginning; thence continue Southwesterly along the East line of the highway 170 feet; thence East parallel with the 1/16 line 200 feet; thence Northeasterly parallel with the highway 170 feet; thence West parallel with the 1/16 line 200 feet to the place of beginning. EXCEPT parcel conveyed to Clarence Zillmer and wife Myra as described in Deed recorded in Volume 273 of Deeds on page 22, Waupaca County, Registry.

01/115742.1
Clintonville, WI

#506016

OK

EXHIBIT B

PARCEL I: Lot 3, Block 1, Manson and Weinfeld Addition to the City of Marshfield, Wood County, Wisconsin, excepting therefrom the following: Commencing at a point on the South line of said Lot 3 aforesaid, a distance of 20 feet West of the Southeast corner thereof, as a point of beginning; proceeding thence North to a point on the North line of said Lot a distance of 42 feet East of the Northwest corner of said Lot; thence West, along the North line of said Lot to the Northwest corner of said Lot; thence South, along the Westerly line of said Lot, to the Southwest corner of said Lot; thence East to the place of beginning.

PARCEL II: Lot 5 of Wilhelm Homestead to the City of Marshfield, Wood County, Wisconsin.

PARCEL III: That part of Lot 4 of Wilhelm Homestead to the City of Marshfield, Wood County, Wisconsin, described as follows: Beginning at the Southeast corner of Lot 4; run thence Westerly to the Southwest corner of Lot 4 a distance of 272.74 feet; run thence Northerly, along the Westerly line of said Lot, a distance of 92.9 feet; run thence Easterly a distance of 242.9 feet, to the point of beginning.

PARCEL IV: That part of the SE 1/4 of the SE 1/4 of Section 7, Township 25 North, Range 3 East, City of Marshfield, Wood County, Wisconsin. Said parcel is bounded on the North by the South line of Lot 4 of Wilhelm Homestead, bounded on the East by the West line of Lot 5 of Wilhelm Homestead, and bounded on the South and on the West by Lot 3, Block 1, Manson and Weinfeld Addition.

10

EXHIBIT 6

Land described in Certified Survey Map No. 4738 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 17 of Certified Survey Maps on page 206; being Lot ten (10) and Lot eleven (11) in Block sixteen (16) of Johnson's Addition, in the City of Wausau, Marathon County, Wisconsin.

01/115743.1
Grand Avenue/Wausau, WI