



Document 2014 2131

Book 2014 Page 2131 Type 05 003 Pages 12
Date 8/26/2014 Time 11:08 AM
Rec Amt \$62.00

INDX ✓
ANNO ✓
SCAN

LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

CHEK

This document prepared by: WELLS FARGO BANK, NATIONAL ASSOCIATION, P.O. Box 13327, Roanoke, Virginia 24033-9989, Tel: 540-561-7099, Prepared by: Wanda Wills

e ↘ Upon recording return to: WELLS FARGO BANK, NATIONAL ASSOCIATION, P.O. Box 13327, Roanoke, Virginia 24033-9989, Tel: 540-561-7099, Attn: Wanda Wills

RELEASE OF AGREEMENT AND ACKNOWLEDGMENT OF SECURITY INTEREST

FOR VALUE RECEIVED, WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank") hereby releases to Farner-Bocken Company, without recourse or warranty, any and all right and interest of Bank in and to that certain Agreement and Acknowledgment of Security Interest dated as of July 20, 2009, executed by Winterset Economy Warehouse, LLC, as Landlord, and Farner-Bocken Company, as Debtor, in favor of Bank, which Agreement was recorded on August 12, 2009, as Instrument No. 2009 2560, in Book 2009, at Page 2560 of the Official Records of Madison County, Iowa, with respect to the real property described on Exhibit A attached hereto and incorporated herein by this reference.

Date: August 22, 2014

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Dawn R. Corcoran 8/22/14
Name: Dawn R. Corcoran
Title: Assistant Vice President

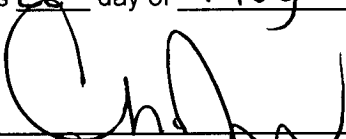
State of Virginia
County of Roanoke

Bank Acknowledgment

I certify that before me appeared this day, Dawn R. Corcoran, a person known to me, who after being sworn said she is Assistant Vice President of Wells Fargo Bank, National Association, a national banking association, and is duly authorized to act on behalf of said bank, that the seal affixed to the foregoing instrument is the seal of said bank and that said instrument was signed and sealed by her on behalf of said bank, and being informed of the contents thereof, acknowledged execution of the foregoing instrument on behalf of said bank, voluntarily and with full authority.

Witness my hand and official seal, this 22ND day of AUG, 2014.

Notary Seal



Cheri Johnson
(Printed Name of Notary) _____ Notary Public

CHERRI JOHNSON
Notary Public
Commonwealth of Virginia
My Commission Expires August 31, 2017
Commission ID# 297067

Exhibit A

**FIRST AMENDMENT TO CONTINUING SECURITY AGREEMENT:
RIGHTS TO PAYMENT, INVENTORY AND EQUIPMENT**

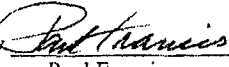
The Continuing Security Agreement: Rights to Payment, Inventory and Equipment (the "Security Agreement") executed on March 31, 2006, by Farnier-Bocken Company and Farnier-Bocken Building Company, L.L.C. is amended by adding Two Rivers Bank and Trust as a secured party. The defined term "Bank" shall also mean Two Rivers Bank and Trust.

This First Amendment has been duly executed as of January 30, 2009.

Debtor:

FARNER-BOCKEN COMPANY

Farnier-Bocken Company
1751 US Highway 30 East
Carroll, IA 51401
Fax: 712-792-7396
Attention: Paul Francis
e-mail: pfrancis@farnier-bocken.com

By 
Paul Francis
Its Chief Financial Officer

Debtor:

**FARNER-BOCKEN BUILDING
COMPANY, L.L.C.**


Farnier-Bocken Building Company, L.L.C.
1751 US Highway 30 East
Carroll, IA 51401
Fax: 712-792-7396
Attention: Paul Francis
e-mail: pfrancis@farnier-bocken.com

By 
Paul Francis
Its Chief Financial Officer

This First Amendment is consented to by Wells Fargo Bank, National Association.

Wells Fargo Bank, N.A.
666 Walnut Street
P. O. Box 837
Des Moines, IA 50309
Telecopier: (515) 471-4168
Attention: Mark E. Conway
e-mail: mark.e.conway@wellsfargo.com
fb.us.3584602.02

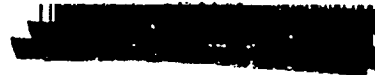
WELLS FARGO BANK, N.A.

By 
Mark E. Conway
Its Vice President-Senior

**CONTINUING SECURITY AGREEMENT:
RIGHTS TO PAYMENT INVENTORY AND EQUIPMENT**

1. **GRANT OF SECURITY INTEREST.** For valuable consideration, the undersigned Farmer-Bocken Company, an Iowa corporation, and Farmer-Bocken Building Company, L.L.C., an Iowa limited liability company (hereinafter collectively referred to as the "Debtors"), or any of them ("Debtor"), hereby grant and transfer to Wells Fargo Bank, National Association ("Bank") a security interest in all: (a) accounts, deposit accounts, chattel paper (whether electronic or tangible), instruments, promissory notes, documents, general intangibles (including software programs and code, object and source, and databases whether owned by Debtor or used under license), payment intangibles, contract rights, letter of credit rights, health-care insurance receivables and other rights to payment (collectively called "Rights to Payment"), now existing or at any time hereafter, and prior to the termination hereof, arising (whether they arise from the sale, lease or other disposition of inventory or from performance of contracts for service, manufacture, construction, repair or otherwise or from any other source whatsoever), including all securities, guaranties, warranties, indemnity agreements, insurance policies, supporting obligations and other agreements pertaining to the same or the property described therein; (b) goods returned by or repossessed from Debtor's customers, together with a security interest in all inventory, cigarette inventory, cigarette stamps inventory, goods held for sale or lease or to be furnished under contracts for service, goods so leased or furnished, raw materials, component parts, attachments, embedded software, accessories, repairs, work in process or materials used or consumed in Debtor's business and all warehouse receipts, bills of lading and other documents evidencing goods owned or acquired by Debtor, and all goods covered thereby, now or at any time hereafter, and prior to the termination hereof, owned or acquired by Debtor, wherever located, and all substitutions and replacements and products thereof (collectively called "Inventory"), whether in the possession of Debtor, warehousemen, bailees or any other person, or in process of delivery, and whether located at Debtor's places of business or elsewhere; and (c) all equipment, machinery, apparatus, installation facilities and other tangible personal property owned by Debtor on the date hereof or hereafter acquired other than Debtor's existing and future acquired rolling stock (i.e. titled vehicles and trailers) and other than Debtor's existing and future acquired equipment of any nature that is subject to a properly perfected purchase money security interest (collectively called "Equipment") (with all Rights to Payment, Inventory and Equipment referred to herein collectively as the "Collateral"), together with whatever is receivable or received when any of the Collateral or proceeds thereof are sold, leased, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, including without limitation, all Rights to Payment, including returned premiums, with respect to any insurance relating to any of the foregoing, and all Rights to Payment with respect to any claim or cause of action affecting or relating to any of the foregoing (hereinafter called "Proceeds").

2. **OBLIGATIONS SECURED.** The obligations secured hereby are the payment and performance of: (a) all present and future Indebtedness of Debtor to Bank; (b) all obligations of Debtor and rights of Bank under this Agreement; and (c) all present and future obligations of Debtor to Bank of other kinds. The word "Indebtedness" is used herein in its most comprehensive sense and includes any and all advances, debts, obligations and liabilities of Debtor to Bank, heretofore, now or hereafter made, incurred or created, whether voluntary or involuntary and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Debtor may be liable individually or jointly with others, or whether recovery upon such Indebtedness may be or hereafter becomes unenforceable.



3. **TERMINATION.** Debtor may terminate this Agreement by giving written notice to Bank, which termination will take effect upon the performance of all obligations of Debtor to Bank, including without limitation, the payment of all Indebtedness of Debtor to Bank; however, Bank will be relieved of any obligation to extend credit and any advances to Debtor as of the date of that written notice from Debtor.

4. **INTENTIONALLY OMITTED.**

5. **REPRESENTATIONS AND WARRANTIES.** Debtor represents and warrants to Bank that: (a) Debtor's legal name is exactly as set forth on the first page of this Agreement, and all of Debtor's organizational documents or agreements delivered to Bank are complete and accurate in every respect; (b) Debtor is the owner and has possession or control of the Collateral and Proceeds; (c) Debtor has the exclusive right to grant a security interest in the Collateral and Proceeds; (d) all Collateral and Proceeds are in all material respects genuine, free from liens, adverse claims, setoffs, default, prepayment, defenses and conditions precedent of any kind or character, except the security interest created hereby and as disclosed by Debtor to Bank as Permitted Liens under the Credit Agreement; (e) all statements contained herein and, where applicable, in the Collateral are true and complete in all material respects; (f) no financing statement covering any of the Collateral or Proceeds, and naming any secured party other than Bank, is on file in any public office, except for the Permitted Liens under the Credit Agreement; (g) all persons appearing to be obligated on Rights to Payment and Proceeds have authority and capacity to contract and are bound as they appear to be; and (h) all Rights to Payment and Proceeds comply with all applicable laws concerning form, content and manner of preparation and execution, including where applicable Federal Reserve Regulation Z. For the purposes of this Agreement, the "Credit Agreement" is the Credit Agreement - \$50,000,000 Secured Revolving Credit Facility between Bank and Debtors dated as of March 31, 2006, which with this Agreement and each promissory note, contract, instrument and other document with respect to the Indebtedness secured by this Agreement are the "Loan Documents."

6. **COVENANTS OF DEBTOR.**

(a) Debtor agrees in general: (i) to pay Indebtedness secured hereby when due; (ii) to indemnify Bank against all losses (except consequential and punitive damages), claims, demands, liabilities, costs and expenses of every kind incurred by Bank in connection with the Collateral or Bank's interest therein; (iii) to permit Bank to exercise its powers; (iv) to execute and deliver such documents as Bank deems necessary to create, perfect and continue the security interest granted herein; (v) not to change its name, and as applicable, its chief executive office, its principal residence or the jurisdiction in which it is organized and/or registered without giving Bank prior written notice thereof; (vi) not to change the places where Debtor keeps substantially all of the Collateral or Debtor's records concerning the Collateral and Proceeds without giving Bank prior written notice of the address to which Debtor is moving same; and (vii) to cooperate with Bank in perfecting all security interests granted herein and in obtaining such agreements from third parties as Bank reasonably deems necessary, proper or convenient in connection with the preservation, perfection or enforcement of any of its rights hereunder.

(b) Debtor agrees with regard to the Collateral and Proceeds, unless Bank agrees otherwise in writing: (i) that Bank is authorized to file financing statements in the name of Debtor to perfect Bank's security interest in Collateral and Proceeds; (ii) to insure Inventory and Equipment and, where applicable, Rights to Payment with Bank named as loss payee, in form,

substance and amounts, under agreements, against risks and liabilities, and with insurance companies satisfactory to Bank; (iii) not to use any Inventory or Equipment for any unlawful purpose or in any way that would void any insurance required to be carried in connection therewith; (iv) not to remove Inventory or Equipment from Debtor's premises except in the ordinary course of Debtor's business; (v) not to sell, hypothecate or dispose of, nor permit the transfer by operation of law of, any of the Collateral or Proceeds or any interest therein, except sales of Inventory to buyers and the disposition of obsolete Inventory and Equipment in the ordinary course of Debtor's business; (vi) to furnish reports to Bank of all acquisitions, returns, sales and other dispositions of Inventory and Equipment in such form and detail and at such times as Bank may reasonably require; (vii) to permit Bank to inspect the Collateral at any time; (viii) to keep, in accordance with generally accepted accounting principles, complete and accurate records regarding all Collateral and Proceeds, and to permit Bank to inspect the same and make copies thereof at any reasonable time; (ix) upon an Event of Default to receive and use reasonable diligence to collect Rights to Payment and Proceeds, in trust and as the property of Bank, and to immediately endorse as appropriate and deliver such Rights to Payment and Proceeds to Bank daily in the exact form in which they are received together with a collection report in form satisfactory to Bank; (x) upon an Event of Default not to commingle Rights to Payment, Proceeds or collections thereunder with other property; (xi) to give only allowances and credits in the ordinary course of business and to advise Bank immediately in writing of any allowances or credits that will affect any Rights to Payment or Proceeds in any material respect; (xii) upon an Event of Default to deliver to Bank returned property resulting from, or payment equal to, such allowances or credits on any Rights to Payment or Proceeds or to execute such documents and do such other things as Bank may reasonably request for the purpose of perfecting, preserving and enforcing its security interest in such returned property; (xiii) when requested by Bank, to prepare and deliver a schedule of all Collateral and Proceeds subject to this Agreement and upon an Event of Default, to the extent permitted by applicable law or contract, assign in writing and deliver to Bank all Rights to Payment and Proceeds and all evidences thereof; (xiv) in the event Bank elects to receive payments of Rights to Payment or Proceeds hereunder, to pay all expenses incurred by Bank in connection therewith, including expenses of accounting, correspondence, collection efforts, reporting to account or contract debtors, filing, recording, record keeping and expenses incidental thereto; and (xv) to provide all scheduled and necessary service and do all other reasonable acts that may be necessary to maintain, preserve and protect all Collateral and, as appropriate and applicable, to keep all Collateral in good and saleable condition, to deal with the Collateral in accordance with the standards and practices adhered to generally by users and manufacturers of like property, and to keep all Collateral and Proceeds free and clear of all defenses, rights of offset and counterclaims.

7. **POWERS OF BANK.** Upon an Event of Default, Debtor appoints Bank its true attorney in fact to perform any of the following powers, which are coupled with an interest, are irrevocable until termination of this Agreement and may be reasonably exercised from time to time by Bank's officers and employees, or any of them: (a) to perform any obligation of Debtor hereunder in Debtor's name or otherwise; (b) to give notice to account debtors or others of Bank's rights in the Collateral and Proceeds, to enforce or forebear from enforcing the same and make extension or modification agreements with respect thereto; (c) to compromise disputes in connection with the Collateral or Proceeds; (d) to release or substitute security; (e) to resort to security in any order; (f) to prepare, execute, file, record or deliver notes, assignments, schedules, designation statements, financing statements, continuation statements, termination statements, statements of assignment, applications for registration or like papers to perfect, preserve or release Bank's interest in the Collateral and Proceeds; (g) to receive, open and read mail addressed to Debtor other than mail from Debtor's legal counsel;

(h) to take cash, instruments for the payment of money and other property to which Bank is entitled; (i) to verify facts concerning the Collateral and Proceeds by inquiry of obligors thereon, or otherwise, in its own name or a fictitious name; (j) to endorse, collect, deliver and receive payment under instruments for the payment of money constituting or relating to Proceeds; (k) to prepare, adjust, execute, deliver and receive payment under insurance claims, and to collect and receive payment of and endorse any instrument in payment of loss or returned premiums or any other insurance refund or return, and to apply such amounts received by Bank, at Bank's sole option, toward repayment of the Indebtedness or replacement of the Collateral; (l) to exercise all rights, powers and remedies which Debtor would have, but for this Agreement, with respect to all Collateral and Proceeds subject hereto; (m) to enter onto Debtor's premises in inspecting the Collateral; (n) to make withdrawals from and to close deposit accounts or other accounts with any financial institution, wherever located, into which Proceeds may have been deposited, and to apply funds so withdrawn to payment of the Indebtedness; (o) to preserve or release the interest evidenced by chattel paper to which Bank is entitled hereunder and to endorse and deliver any evidence of title incidental thereto; and (p) to do all acts and things and execute all documents in the name of Debtor or otherwise, deemed by Bank as reasonably necessary, proper and convenient in connection with the preservation, perfection or enforcement of its rights hereunder.

8. **PAYMENT OF PREMIUMS, TAXES, CHARGES, LIENS AND ASSESSMENTS.** Debtor agrees to pay, prior to delinquency, all insurance premiums, taxes, charges, liens and assessments against the Collateral and Proceeds unless contested in good faith, and upon the failure of Debtor to do so, Bank at its option may pay any of them and shall be the sole judge of the legality or validity thereof and the amount necessary to discharge the same. Any such payments made by Bank shall be obligations of Debtor to Bank, due and payable immediately upon demand, together with interest at a rate determined in accordance with the provisions of this Agreement, and shall be secured by the Collateral and Proceeds, subject to all terms and conditions of this Agreement.

9. **EVENTS OF DEFAULT.** The occurrence of any of the following shall constitute an "Event of Default" under this Agreement: (a) any default that remains following the applicable cure period in making any payment under, in the performance of any material obligation, or any defined event of default, under (i) the Credit Agreement and any other contract or instrument evidencing the Indebtedness that is the subject of the Credit Agreement, or (ii) any other agreement between Debtor and Bank, including without limitation any loan agreement, relating to or executed in connection with any Indebtedness; (b) any representation or warranty made by Debtor herein shall prove to be incorrect, false or misleading in any material respect when made; (c) Debtor shall fail to observe or perform any obligation or agreement contained herein in any material respect; (d) any material impairment in the rights of Bank in any Collateral or Proceeds; and (e) Bank, in good faith, believes any or all of the Collateral or Proceeds to be in danger in any material respect of misuse, dissipation, commingling, loss, theft, damage or destruction, or otherwise in diminution of value.

10. **REMEDIES.** Upon the occurrence of any Event of Default, Bank shall have the right to declare immediately due and payable all or any Indebtedness secured hereby and to terminate any commitments to make loans or otherwise extend credit to Debtor. Bank shall have all other rights, powers, privileges and remedies granted to a secured party upon default under the Iowa Uniform Commercial Code or otherwise provided by law, including without limitation, the right (a) to contact all persons obligated to Debtor on any Collateral or Proceeds and to instruct such persons to deliver all Collateral and/or Proceeds directly to Bank, and (b) to sell, lease, license or otherwise dispose of any or all Collateral. All rights, powers, privileges

and remedies of Bank shall be cumulative. No delay, failure or discontinuance of Bank in exercising any right, power, privilege or remedy hereunder shall affect or operate as a waiver of such right, power, privilege or remedy; nor shall any single or partial exercise of any such right, power, privilege or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. Any waiver, permit, consent or approval of any kind by Bank of any default hereunder, or any such waiver of any provisions or conditions hereof, must be in writing and shall be effective only to the extent set forth in writing. It is agreed that, subject to Bank providing twenty (20) days' prior written notice to Debtor, public or private sales or other dispositions, for cash or on credit, to a wholesaler or retailer or investor, or user of property of the types subject to this Agreement, or public auctions, are all commercially reasonable since differences in the prices generally realized in the different kinds of dispositions are ordinarily offset by the differences in the costs and credit risks of such dispositions. While an Event of Default exists: (a) Debtor will deliver to Bank from time to time, as requested by Bank, current lists of all Collateral and Proceeds; (b) Debtor will not dispose of any Collateral or Proceeds except on terms approved by Bank; (c) at Bank's request, Debtor will assemble and deliver all Collateral and Proceeds, and books and records pertaining thereto, to Bank at a reasonably convenient place designated by Bank; and (d) Bank may, without notice to Debtor, enter onto Debtor's premises and take possession of the Collateral. With respect to any sale by Bank of any Collateral subject to this Agreement, Debtor hereby expressly grants to Bank the right to sell such Collateral using any or all of Debtor's trademarks, trade names, trade name rights and/or proprietary labels or marks. Debtor further agrees that Bank shall have no obligation to process or prepare any Collateral for sale or other disposition.

11. **DISPOSITION OF COLLATERAL AND PROCEEDS; TRANSFER OF INDEBTEDNESS.** In disposing of Collateral hereunder, Bank may disclaim all warranties of title, possession, quiet enjoyment and the like. Any proceeds of any disposition of any Collateral or Proceeds, or any part thereof, may be applied by Bank to the payment of expenses incurred by Bank in connection with the foregoing, including reasonable attorneys' fees, and the balance of such proceeds may be applied by Bank toward the payment of the Indebtedness in such order of application as Bank may from time to time elect. Upon the transfer of all or any part of the Indebtedness, Bank may transfer all or any part of the Collateral or Proceeds and shall be fully discharged thereafter from all liability and responsibility with respect to any of the foregoing so transferred, and the transferee shall be vested with all rights and powers of Bank hereunder with respect to any of the foregoing so transferred; but with respect to any Collateral or Proceeds not so transferred, Bank shall retain all rights, powers, privileges and remedies herein given.

12. **STATUTE OF LIMITATIONS.** Until all Indebtedness shall have been paid in full and all commitments by Bank to extend credit to Debtor have been terminated, the power of sale or other disposition and all other rights, powers, privileges and remedies granted to Bank hereunder shall continue to exist and may be exercised by Bank at any time and from time to time irrespective of the fact that the Indebtedness or any part thereof may have become barred by any statute of limitations, or that the liability of Debtor may have ceased, unless such liability shall have ceased due to the payment in full of all Indebtedness secured hereunder.

13. **MISCELLANEOUS.** When there is more than one Debtor named herein: (a) the word "Debtor" shall mean all or any one or more of them as the context requires; (b) the obligations of each Debtor hereunder are joint and several; and (c) until all Indebtedness shall have been paid in full, no Debtor shall have any right of subrogation or contribution, and each Debtor hereby waives any benefit of or right to participate in any of the Collateral or Proceeds or any other security now or hereafter held by Bank. Debtor hereby waives, effective upon an

Event of Default, any right to require Bank to (i) proceed against Debtor or any other person, (ii) proceed against or exhaust any security from Debtor or any other person, (iii) perform any obligation of Debtor with respect to any Collateral or Proceeds, and (iv) except for notices expressly required by a Loan Document, make any presentment or demand, or give any notice of nonpayment or nonperformance, protest, notice of protest or notice of dishonor hereunder or in connection with any Collateral or Proceeds. Upon the occurrence of an Event of Default, Debtor further waives any right to direct the application of payments or security for any Indebtedness of Debtor or with respect to any Rights to Payments or Proceeds.

14. **NOTICES.** All notices, requests and demands required under this Agreement must be in writing, addressed to Bank at the address specified in any other loan documents entered into between Debtor and Bank and to Debtor at the address of its chief executive office specified below or to such other address as any party may designate by written notice to each other party, and shall be deemed to have been given or made as follows: (a) if personally delivered including by courier service, upon delivery; (b) if sent by mail, upon the earlier of the date of receipt or three (3) business days after deposit in the U.S. mail, first class and postage prepaid; and (c) if sent by telecopy or email, upon receipt by sender of acknowledgement of receipt.

15. **COSTS, EXPENSES AND ATTORNEYS' FEES.** Debtor shall pay to Bank immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of Bank's in-house counsel), expended or incurred by Bank in connection with (a) the enforcement of Bank's rights and/or the collection of any amounts which become due to Bank under any of the Loan Documents if the Bank prevails, and (b) the prosecution or defense of any action in any way related to any of the Loan Documents, including without limitation, any action for declaratory relief, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding including without limitation, any adversary proceeding, contested matter or motion against or with respect to a third party. All of the foregoing shall be paid by Debtor with interest from the date of demand until paid in full at a rate per annum equal to four percent (4%) above the non-default rate of interest from time to time applicable to the Revolving Line of Credit Note.

16. **SUCCESSORS; ASSIGNS; AMENDMENT.** This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties, and may be amended or modified only in writing signed by Bank and Debtor.

17. **SEVERABILITY OF PROVISIONS.** If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement.

18. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

19. **CHIEF EXECUTIVE OFFICE.** Debtor warrants that its chief executive office is located at the following address: 1751 US Highway 30 East, Carroll, IA 51401.

20. LOCATION OF COLLATERAL. Debtor warrants that substantially all of the Collateral (except goods in transit) is located or domiciled at the following addresses: 1751 US Highway 30 East, Carroll, IA 51401 or 743 US Highway 30 East, Carroll, IA 51401.

21. ACKNOWLEDGMENT. Debtor acknowledges receipt of a copy of this Agreement signed by Debtor.

[Remainder Of This Page Left Intentionally Blank]

IN WITNESS WHEREOF, this Agreement has been duly executed as of March 31, 2006.

Debtor:

Farner-Bocken Company
1751 US Highway 30 East
Carroll, IA 51401
Fax: 712-792-7396
Attention: Paul Francis
e-mail: pfrancis@farner-bocken.com

FARNER-BOCKEN COMPANY

By 
Paul Francis
Its Chief Financial Officer

Debtor:

Farner-Bocken Building Company, L.L.C.
1751 US Highway 30 East
Carroll, IA 51401
Fax: 712-792-7396
Attention: Paul Francis
e-mail: pfrancis@farner-bocken.com

FARNER-BOCKEN BUILDING COMPANY,
L.L.C.

By 
Paul Francis
Its Chief Financial Officer

DSMS1:40062221.12

EXHIBIT B
TO
AGREEMENT AND ACKNOWLEDGMENT OF SECURITY INTEREST

Legal Description of Property:

Lots Two (2) and Three (3) in Bellamy Addition to the City of
Winterset, Plat NO. 1, Madison County, Iowa