



Document 2015 1498

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Revenue Tax:

LISA SMITH RECORDER

Madison County, Iowa

INDX ✓

ANNO

SCAN

CHEK

MORTGAGE

PREPARED BY:

DAWN FAST, LOAN PROCESSOR
UMB BANK, NA
130 NORTH MARKET
WICHITA, KS 67202
316.1267.1191

RETURN TO:

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

GRANTOR (S):

4G PROPERTIES, LLC

GRANTEE (S):

UMB BANK NA

FULL LEGAL DESCRIPTION IS LOCATED: ATTACHED EXHIBIT "A"

1489997-1061654

FOR RECORDER'S USE ONLY

Prepared By: Dawn Fast, Loan Processor, UMB BANK, n.a., 130 NORTH MARKET,
WICHITA, KS 67202,
(316) 267-1191

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

~~WHEN RECORDED MAIL TO:~~

~~UMB BANK, n.a.; WICHITA BANKING CENTER; 130 NORTH MARKET; WICHITA, KS 67202~~

MORTGAGE

NOTICE: This Mortgage secures credit in the amount of \$11,348,253.00. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

The names of all Grantors (sometimes "Grantor") can be found on page 1 of this Mortgage. The names of all Grantees (sometimes "Lender") can be found on page 1 of this Mortgage. The property address can be found on page 2 of this Mortgage. The legal description can be found on page 2 of this Mortgage.

THIS MORTGAGE dated May 20, 2015, is made and executed between 4G Properties, LLC, a Colorado limited liability company, whose address is 10777 Barkley Suite 120, Overland Park, KS 66211 (referred to below as "Grantor") and UMB BANK, n.a., whose address is 130 NORTH MARKET, WICHITA, KS 67202 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages and conveys to Lender and grants to Lender a security interest in all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; rents and profits; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Black Hawk, Polk, Pottawattamie, Linn, Webster, Madison, Muscatine, Henry County, State of Iowa:

See attached Exhibit "A" for Legal Description, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 8755 University Ave., Clive, IA 50325; 805 Franklin St., Waterloo, IA 50703; 3200 S. Expressway St., Council Bluffs, IA 51501; 35 Miller Ave. SW, Cedar Rapids, IA 52404; 6 S. 15th St., Fort Dodge, IA 50501; 1007 N. John Wayne Dr., Winterset, IA 50273; 3110 University Ave., Waterloo, IA 50701; 705 Grandview Ave., Muscatine, IA 52761; 905 E. Washington St., Mt. Pleasant, IA 52641 and 915 Army Post Rd., Des Moines, IA 50315.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and

liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may be barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents. The lien on the rents granted in this Mortgage shall be effective from the date of the Mortgage and not just in the event of default.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS MORTGAGE. THIS MORTGAGE 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.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lender all Indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions: None of the collateral for the Indebtedness constitutes, and none of the funds represented by the Indebtedness will be used to purchase: (1) Agricultural products or property used for an agricultural purpose as defined in Iowa Code Section 535.13; (2) Agricultural land as defined in Iowa Code Section 9H1 (2) or 175.2 (1); or (3) Property used for an agricultural purpose as defined in Iowa Code Section 570.A.1 (2). Grantor represents and warrants that: (1) There are not now and will not be any wells situated on the Property; (2) There are not now and will not be any solid waste disposal sites on the Property; (3) There are not now and there will not be any hazardous wastes on the Property; (4) There are not now and there will not be any underground storage tanks on the Property.

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to

Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Iowa law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and

maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

TAX AND INSURANCE RESERVES. Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums Lender reasonably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender is not Grantor's agent for payment of the taxes

and assessments required to be paid by Grantor.

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 Mortgage 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 Mortgage 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 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 Mortgage 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.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender, and (c) the liens granted hereby are not the type of lien referred to in Chapter 575 of the Iowa Code Supplement, as now enacted or hereafter modified, amended or replaced. Grantor, for itself and all persons claiming by, through or under Grantor, agrees that it claims no lien or right to a lien of the type contemplated by Chapter 575 or any other chapter of the Code of Iowa and further waives all notices and rights pursuant to said law with respect to the liens hereby granted, and represents and warrants that it is the sole party entitled to do so and agrees to indemnify, defend, and hold harmless Lender from any loss, damage, and costs, including reasonable attorneys' fees, threatened or suffered by Lender arising either directly or indirectly as a result of any claim of the applicability of said law to the liens hereby granted.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will

deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Fixture Filing. From the date of its recording, this Mortgage shall be effective as a financing statement filed as a fixture filing with respect to the Personal Property and for this purpose, the name and address of the debtor is the name and address of Grantor as set forth on the first page of this Mortgage and the name and address of the secured party is the name and address of Lender as set forth on the first page of this Mortgage.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which

information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness, including without limitation all future advances, when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

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

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

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

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage 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.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents 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 Mortgage 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 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 creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, 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.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

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 may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. 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.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Foreclosure. Lender may exercise the right to non-judicial foreclosure pursuant to Iowa Code Section 654.18 and Chapter 655A as now enacted or hereafter modified, amended or replaced.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender. This paragraph is subject to any rights of Grantor, under Iowa law, to remain in possession of the Property during a redemption period.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Shortened Redemption. Grantor hereby agrees that, in the event of foreclosure of this Mortgage, Lender may, at Lender's sole option, elect to reduce the period of redemption pursuant to Iowa Code Sections 628.26, 628.27, or 628.28, or any other Iowa Code Section, to such time as may be then applicable and provided 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 Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, 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, 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 and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale 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 Mortgage. All

copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage 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.

ADDITIONAL TERMS. TAXES AND ASSESSMENTS.

Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

COMMERCIAL CREDIT CARD OBLIGATIONS. All obligations and indebtedness incurred by Borrower to Lender by the use of the Borrower of any commercial credit card(s) issued by Lender to Borrower shall constitute Indebtedness under this Agreement, and shall be secured in all respects by the Collateral and the terms and provisions of this Agreement. All obligations and indebtedness incurred by Borrower to any Affiliate of Lender by the use by Borrower of any commercial credit card(s) issued by such Affiliate to Borrower shall constitute Indebtedness under this Agreement, and shall be secured in all respects by the Collateral and the terms and provisions of this Agreement.

The word "Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls or is under common control with Lender or any subsidiary of Lender. For the purposes of this definition, "control" means the power to direct the management and policies of such Affiliate entity, directly or indirectly, whether through the ownership of voting securities or interests, by contract or otherwise.

ADDITIONAL TRUST TERMS. If Grantor is a revocable trust and to the extent the foregoing described Trust Agreement does not specifically authorize this Mortgage, the provisions of said Trust Agreement are hereby amended to the extent necessary to authorize the same and the performance of all the provisions hereof. In the event said Trust Agreement is revoked prior to the payment in full of all obligations of Borrower to Lender and secured by the Property, this Mortgage shall nonetheless remain in full force and effect until all such obligations of the Borrower are paid in full.

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

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage 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.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Mortgage 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 Mortgage 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 Mortgage 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 Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Kansas.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of SEDGWICK County, State of Kansas.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage 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 Mortgage. 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 Mortgage.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage 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 Mortgage 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 Mortgage. 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 Mortgage, 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.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage 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 Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage 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.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage 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 Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

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

Waive Jury. All parties to this Mortgage 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.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. 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 Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means 4G Properties, LLC; and Westar Foods, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

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

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents and (a) the payment of Grantor's obligations (whether joint, several or otherwise) to Lender as evidenced by any other note(s) or other evidence of indebtedness executed by such Grantor and all amendments, modifications, renewals, extensions and substitutions thereof and all subsequent notes of greater or lesser amounts payable or assigned to Lender; (b) the performance of each Debtor's obligations under this security agreement ("Agreement"); and (c) the payment of any and all other indebtedness, direct or indirect, mature or unmatured or contingent, joint or several now or hereafter owed to Secured Party by each Debtor, including (without limitation) indebtedness unrelated or dissimilar to any indebtedness in existence or contemplated by any Debtor at the time this Agreement was executed or at the time such indebtedness is incurred..

Lender. The word "Lender" means UMB BANK, n.a., its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means and includes without limitation all of Borrower's promissory notes and/or credit agreements evidencing Borrower's loan obligations in favor of Lender, together with all renewals of,

extensions of, modifications of, refinancings of, consolidations of and substitutions for promissory notes or credit agreements

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

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 present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

4G PROPERTIES, LLC

By: [Signature]
Frank A. Westermajer, Member of 4G Properties, LLC

By: [Signature]
Ronald J. Damiana, Member of 4G Properties, LLC

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

By: [Signature]
Wayne Glasser, Member of 4G Properties, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Kansas)
) SS
COUNTY OF Johnson)

This record was acknowledged before me on May 19th, 2015 by Frank A. Westermajer, Member of 4G Properties, LLC; Ronald J. Damiana, Member of 4G Properties, LLC; Steven R. Barrett, Member of 4G Properties, LLC; and Wayne Glasser, Member of 4G Properties, LLC.

[Signature]
Notary Public in and for the State of KS
My commission expires 12/20/18



EXHIBIT "A"

Legal Description

- ✓ Tract A: 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. 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 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 B: 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.

- ✓ Tract C: 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 S00° 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 SW1/2 of said Section 12 is assumed to bear N00°04'35"W for this description.

- ✓ Tract D: Lot 3, Four Oaks First addition to Cedar Rapids, Linn County, Iowa.

- ✓ Tract E: 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 and 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 F: Beginning at a point (P.O.B.) 300.64 feet S 00° 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 N 00° 00' E (assumed for the purpose of this description only) 144.88 feet; thence N 45° 48' 23" E, 90.37 feet; thence N 86° 28' 12" E, 115.39 feet; thence S 00° 00' 33" E, 214.89 feet; thence S 89° 58' 15" W, 180 feet to the place of beginning.

√Tract G: PARCEL I: A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION NO. 21 IN TOWNSHIP NO. 89 NORTH, RANGE NO. 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF FALLS AVENUE, AS NOW ESTABLISHED, WITH THE WEST-LINE OF STEPHAN AVENUE, AS NOW ESTABLISHED, SAID POINT BEING 30 FEET DUE WEST OF THE WEST LINE OF LOT NO. 43 IN HANSEN-NOBLE ADDITION, IN THE CITY OF WATERLOO, IOWA; RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID STEPHAN AVENUE A DISTANCE OF 260 FEET; THENCE WEST AT RIGHT ANGLES A DISTANCE OF 168 FEET; THENCE SOUTH ALONG A LINE THAT IS PARALLEL WITH THE WEST LINE OF SAID STEPHAN AVENUE TO THE NORTH LINE OF FALLS AVENUE, AS NOW ESTABLISHED; THENCE EASTERLY ALONG THE NORTHERLY LINE OF FALLS AVENUE TO THE POINT TO BEGINNING; EXCEPT THAT PART THEREOF CONVEYED TO THE CITY OF WATERLOO, IOWA, FOR ROAD PURPOSES BY DEED TO CITY OF WATERLOO DATED JULY 15, 1950, AND FILED FOR RECORD AUGUST 24, 1950, IN THE RECORDER'S OFFICE, BLACK HAWK COUNTY, IOWA, RECORDED IN BOOK 108 OF LAND DEEDS, ON PAGE 247; AND

RE-DESCRIBED BY SURVEY DATED APRIL 10, 1980, BY WAYNE CLAASSEN, AS FOLLOWS:

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 21 IN TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF FALLS AVENUE AND THE WEST LINE OF STEPHEN AVENUE AS BOTH STREETS ARE PRESENTLY LOCATED; SAID POINT BEING 60 FEET WEST OF THE ORIGINAL WEST LINE OF LOT 43 IN HANSEN-NOBLE ADDITION; THENCE NORTH 00 DEGREES 00" EAST 258.51 FEET ALONG THE WEST LINE OF STEPHEN AVENUE; THENCE SOUTH 89 DEGREES 56' WEST 138.23 FEET; THENCE SOUTH 00 DEGREES 05'

30" EAST 232.34 FEET TO THE NORTH LINE OF FALLS AVENUE; THENCE SOUTHEASTERLY ALONG A 1008.8 FOOT RADIUS CURVE, CONCAVE NORTHERLY, HAVING A CHORD LENGTH OF 140.3 FEET, SAID CHORD BEARING SOUTH 79 DEGREES 18' 10" EAST TO THE POINT TO BEGINNING; AND

NOTE: THE WEST LINE OF STEPHEN AVENUE IS ASSUMED TO BEAR N 00 DEGREES 00' E.

PARCEL II: A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION NO. 21 IN TOWNSHIP NO. 89 NORTH, RANGE NO. 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF FALLS AVENUE AND THE WEST LINE OF STEPHAN AVENUE AS BOTH STREETS ARE PRESENTLY LOCATED; SAID POINT BEING 60 FEET WEST OF THE ORIGINAL WEST LINE OF LOT 43 IN "HANSEN-NOBLE ADDITION", IN BLACK HAWK COUNTY, IOWA; THENCE NORTH 00 DEGREES 00" EAST 258.51 FEET ALONG THE WEST LINE OF STEPHAN AVENUE; THENCE SOUTH 89 DEGREES 56' WEST 138.23 FEET ALONG THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN BOOK NO. 109 OF LAND DEEDS AT PAGE NO. 297, TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 00 DEGREES 05' 30" EAST, ALONG THE WEST LINE OF SAID PARCEL, 232.34 FEET TO THE NORTH LINE OF U. S. HIGHWAY NO. 218; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF SAID HIGHWAY ON A 1008.8 FOOT RADIUS CURVE, CONCAVE NORTHERLY, HAVING A CHORD LENGTH OF 52.26 FEET, SAID CHORD BEARING NORTH 73 DEGREES 37' WEST; THENCE NORTH 00 DEGREES 00' EAST 217.54 FEET; THENCE NORTH 89 DEGREES 56' 49.77 FEET TO THE POINT TO BEGINNING; AND

NOTE: THE WEST LINE OF STEPHAN AVENUE IS ASSUMED TO BEAR NORTH 00 DEGREES 00' EAST.

PARCEL 3: A NON-EXCLUSIVE CROSS ACCESS EASEMENT FOR INGRESS IN, TO UPON AND OVER THE FOLLOWING DESCRIBED REAL ESTATE, AS DESCRIBED BELOW, CREATED BY CROSS DRIVEWAY EASEMENT AGREEMENT EXECUTED BY AND BETWEEN HARDEE'S FOOD SYSTEMS, INC., AND THE BOATYARD, INC., DATED MAY 16, 1980, AND FILED FOR RECORD MAY 16, 1980, IN THE RECORDER'S OFFICE, BLACK HAWK COUNTY, IOWA, RECORDED IN BOOK 6 OF EASEMENTS AT PAGE 770:

A PART OF THE SOUTHEAST QUARTER OF SECTION 21 IN TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P. M., IN THE CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA, BEGINNING AT THE POINT OF INTERSECTION OF A LINE WHICH IS 188 FEET NORMALLY DISTANT WESTERLY OF AND PARALLEL WITH THE WEST LINE OF STEPHAN AVENUE AS PRESENTLY ESTABLISHED (SAID WEST LINE BEING 60 FEET WEST OF THE ORIGINAL WEST LINE OF LOT 43 IN HANSEN-NOBLE ADDITION) AND THE NORTHERLY LINE OF U. S. HIGHWAY NO. 218, THENCE NORTH 35 FEET PARALLEL WITH SAID STEPHAN AVENUE, THENCE SOUTHWESTERLY TO A POINT ON THE NORTHERLY LINE OF SAID U. S. HIGHWAY 218 WHICH IS 15 FEET NORTHWESTERLY OF THE POINT OF BEGINNING, AS MEASURED ALONG SAID WESTERLY

✓HIGHWAY LINE, THENCE SOUTHEASTERLY TO THE POINT OF BEGINNING; ALL SITUATED IN BLACK HAWK COUNTY, IOWA.

✓Tract H: 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.

✓Tract I: Parcel 1: That part of Out Lot 26 in the City of Mt. Pleasant, Iowa, described as follows;

Henry

Beginning at the Southwest corner of said Out Lot 26, which point of beginning is on the North line of Washington Street and 6.13 chains West of the line which divides the Southwest Quarter of Section 10, Township 71, Range 6, into East and West halves; thence North 165 feet; thence East 142'A feet; thence North 15 feet; thence East 18 feet; thence North 50 feet to Southwest corner of a tract 80 feet wide by 109V2 feet North and South as described in a Deed recorded in Book 97, page 380, Henry County, Iowa; thence East 80 feet along South line of above tract; thence South 26 feet; thence East 65 feet; thence South 207 feet to North line of Washington Street; thence West on North line of Washington Street 28816 feet to the point of beginning.

Except the following described tract:

Beginning at Southwest corner of said Out Lot 26, which point of beginning is on the North line of Washington Street and 6.13 chains West of the line which divides the Southwest Quarter of Section 10, Township 71, Range 6, into the East and West halves; thence North 165 feet; thence East 180 feet; thence South to a point on North line of Washington Street, which point is 163 feet Easterly along the North line of Washington Street, from the Southwest corner of Out Lot 26; thence West along North line of Washington Street 163 feet, more or less, to place of beginning.

Less and except that part used for roads.

Together with easements for ingress and egress and location and maintenance of a sign, shed and garbage dumpster, as set forth in the Warranty Deed dated May 28, 1998, from Great River Restaurants of Iowa, Inc. to Anthony J. Fedler and Diane Lyon Fedler, filed May 28, 1998, in Book 724, Page 204, as corrected by Corrective Warranty Deed dated August 5, 1999, filed August 24, 1999, in Book 1999, page 3091, and the Easement Agreement dated August 4, 1999, between Great River Restaurants of Iowa, Inc. and Hardee's Food Systems, Inc. filed August 24, 1999, in Book 1999, page 3093, as amended by Amended Easement Agreement dated August 19, 1999, between Hardee's Food Systems, Inc., Anthony J. Fedler and Diane Lynn Fedler, Fedler and Company and Henry County Credit Union filed August 24, 1999, in Book 1999, page 3094.

Parcel 2:

The East 14 feet of the following described premises:

A part of Out Lot 26 of the City of Mt. Pleasant, Henry County, Iowa, described as follows:

Beginning at the Southwest corner of said Out Lot 26, which point of beginning is on the North line of Washington Street and 6.13 chains West of the line which divided the Southwest Quarter of Section 10, Township 71. Range 6 into the East and West halves; thence North 165 feet; thence East 180 feet; thence South to a point on the North line of Washington Street of the City of Mt. Pleasant, Iowa, which point is 163 feet in the Easterly direction and along the North line of Washington Street from the place of beginning; thence West along the North line of Washington Street 163 feet to the place of beginning; Henry County, Iowa

Note: Parcel designations are for convenience of reference only and do not constitute an integral part of the legal description.

Tract J: The East 62.82 feet of the South 150 feet of Lot 2, and the West 70 feet of the South 192 feet of Lot 2, in Langdon Place, an Official Plat in the City of Des Moines, Polk County, Iowa.