



Document 2015 1499

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ASSIGNMENT OF RENTS

PREPARED BY:

DAWN FAST, LOAN PROCESSOR
UMB BANK, NA
130 NORTH MARKET
WICHITA, KS 67202
316.4267.1191

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"

1489997-106 2785

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

ASSIGNMENT OF RENTS

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

THIS ASSIGNMENT OF RENTS 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").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in 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 Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 8755 University 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 Assignment 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 become barred by any statute of limitations, and whether the obligation to repay such

amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Assignment 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 Assignment 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 ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

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

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

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

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

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

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

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

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

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

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the

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

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

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

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

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

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

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

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

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

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

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

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

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

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

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

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

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

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

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor 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 any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

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

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have

all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

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

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

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

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

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.

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

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

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

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

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

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

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

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

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

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the

United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

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

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

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

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

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

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

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

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

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

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

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

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

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.

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 ASSIGNMENT OF RENTS 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

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

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

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

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON MAY 20, 2015.

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 19, 20 15 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.

Michalle R Holt

Notary Public in and for the State of KS

My commission 12/20/18 expires

MICHALLE R HOLT
NOTARY PUBLIC
STATE OF KANSAS
MY COMMISSION EXPIRES 12/20/18

EXHIBIT "A"
Legal Description

Tract A: Lots No. Two (2) and Three (3), except the Northwestern One Hundred Five (105) feet thereof; and The Northwestern One Hundred Five (105) feet of the Southwestern Fifty (50) feet of Lot No. Three (3); and All of Lots No. Six (6), Seven (7) and Ten (10); All in Block No. Fifty-eight (58) in The Cooley Addition to Waterloo, Iowa; Situated in Black Hawk County, Iowa. EXCEPTING from the above that portion of said Lot 3 which was Deeded to the City of Waterloo, Iowa by Deed recorded October 5, 1992 in Book 630 at Page 615 which is more fully described as follows, to wit:

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

Tract 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;

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.