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PATRICK F. GILL, AUDITOR AND RECORDER
Woodbury County, Iowa

LANDLORD ESTOPPEL CERTIFICATE
THE IOWA STATE BAR ASSOCIATION
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

David Olson, Senior Vice President, F&M Bank, 2024 Dakota Avenue, South Sioux City, NE 68776,
402-494-4215

Taxpayer Information: (name and complete address)

Great West Hospitality, Inc.
9060 Andermatt Drive, Suite 105
Lincoln, NE 68526

Return Document To: (name and complete address)

David Olson, Senior Vice President
F&M Bank
2024 Dakota Avenue
South Sioux City, NE 68776

Grantor:

Great West Hospitality, Inc.

Grantee:

F&M Bank

Legal Description: See Exhibit "A".

Document or instrument number of previously recorded documents: None.

LANDLORD'S ESTOPPEL CERTIFICATE

THIS LANDLORD'S ESTOPPEL CERTIFICATE dated effective April 1, 2015, is made and executed among Great West Hospitality, Inc., a Nebraska corporation, whose address is 9060 Andermatt Drive Suite 105, Lincoln, NE 68526 ("Grantor"); F&M Bank, whose address is 2024 Dakota Avenue, South Sioux City, NE 68776 ("Lender"); and Gordon Plaza, LLC, who address is 520 Nebraska Street, Suite 223, Sioux City, IA 51101 ("Landlord"). Grantor and Lender have entered into, or are about to enter into, a financial transaction whereby Lender has acquired or will acquire a security interest or other lien on Grantor's leasehold interest in the Property described below. To induce Lender to extend one or more loans or other financial accommodations to Borrower against such security interest in the Property and for other valuable consideration, with knowledge that Lender is relying thereon, Landlord and Grantor hereby agree with Lender as follows:

THE LEASE. Landlord has leased the Property to Grantor pursuant to a lease dated on or about October 1, 1998, an Addendum to Lease dated October 1, 1998 and a First Amendment to Lease dated effective April 1, 2015 (collectively, the "Lease"). The following information is a summary of the basic terms and conditions of the Lease: Twenty year (20) term with five (5) options to extend the term by five (5) years each.

REAL PROPERTY DESCRIPTION. The Lease covers the following described real property, together with all improvements thereon (the "Real Property") located in Woodbury County, State of Iowa:

See Exhibit A, which is attached to this Certificate and made a part of this Certificate as if fully set forth herein. The Real Property or its address is commonly known as 3115 Gordon Drive, Sioux City, IA 51105. The Real Property tax identification number is 894735111003.

ESTOPPEL. Landlord and Grantor hereby jointly and severally represent and warrant to Lender that the Lease (i) has been duly executed and accepted by Landlord and Grantor, (ii) is in full force and effect, and (iii) has not been modified or changed, either in writing or orally.

No Default. As of the date of this Certificate and to best of the parties' knowledge, (i) all conditions and obligations to be performed by either Landlord or Grantor under the Lease, to the date hereof, have been satisfied; (ii) there exists no breach, default, or event or condition which, the giving of notice or the passage of time, or both, would constitute such a breach or default under the Lease; and (iii) there are no existing claims, defenses or offsets against obligations of either Landlord or Grantor under the Lease, including any against rents due or to become due under the terms of the Lease.

Entire Agreement. The Lease constitutes the entire agreement between Landlord and Grantor with respect to the Lease of the Property.

No Prepaid Rent. No deposits or prepayments of rent of more than one month have been made in connection with the Lease, except as may be described above in the summary description of the Lease.

AGREEMENTS. Landlord and Grantor hereby jointly and severally agree with Lender that, during all such times as Lender is the beneficiary of the security interest in the Property described above:

Modification, Termination and Cancellation. Landlord and Grantor will not consent to any modification, termination or cancellation of the Lease unless Lender first consents thereto in writing.

Notice of Default. Landlord will notify Lender in writing concurrently with any notice given to Grantor of any breach or default on the part of Grantor under the Lease, and Landlord agrees that Lender shall have the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth in the Lease.

MISCELLANEOUS PROVISIONS. This Certificate shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Certificate. This Certificate shall be governed by and construed in accordance with the laws of the State of Iowa. If Landlord is other than an individual, any agent or other person executing this Certificate on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Certificate on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Certificate unless such waiver is 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 Certificate shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision.

Grantor and landlord each acknowledge having read all the provisions of this landlord's estoppel certificate and each agrees to its terms. This certificate is dated as of April 1, 2015.

[SIGNATURE PAGE FOLLOWS]

GRANTOR:

GREAT WEST HOSPITALITY, INC.

By: *Joseph J. Morten*
Joseph J. Morten, President of Great West Hospitality, Inc.
4/21, 2015
Date

LANDLORD:

Gordon Plaza, LLC

By: *James C. Johnson*
James C. Johnson, Manager
4-27, 2015
Date

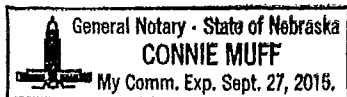
LENDER:

F&M BANK

By: *David R. Olson*
David R. Olson, Senior Vice President
4/21, 2015
Date

STATE OF Nebraska, COUNTY OF Dakota.

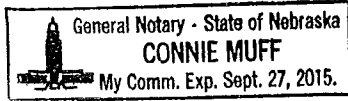
This record was acknowledged before me on April 21, 2015 by Joseph J. Morten as President of Great West Hospitality, Inc.



Connie Muff
Notary Public - State of Nebraska

STATE OF IOWA, COUNTY OF WOODBURY:

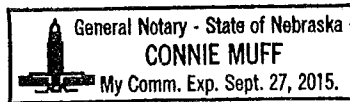
This record was acknowledged before me on April 27, 2015 by James C. Johnson as Manager of Gordon Plaza, LLC.



Connie Muff
Notary Public – State of Nebraska

STATE OF Nebraska COUNTY OF Dakota :

This record was acknowledged before me on April 21, 2015 by David R. Olson as Senior Vice President of F&M Bank.



Connie Muff
Notary Public – State of Nebraska

Exhibit "A"
Legal Description

All that part of Lot 3 of Gordon Plaza Addition to the City of Sioux City, Woodbury County, Iowa, less the northwesterly 48.38 feet thereof. Said parcel being more particularly described as follows:

Commencing at the N 1/4 corner of Section 35; thence westerly along the north line of said section on an assumed bearing of N89°57'31"W (with all subsequent bearings referenced therefrom) for a distance of 1427.79 feet; thence S00°02'29"E for a distance of 33.00 feet to a point on the south right-of-way line of Correctionville Road and the NW corner of said Lot 3; thence S89°57'31"E along said south right-of-way line for a distance of 50.81 feet to the Point of Beginning; thence continuing S89°57'31"E along said right-of-way line for a distance of 92.22 feet to a point on the southwesterly right-of-way line of Green Avenue; thence S54°56'29"E along said right-of-way line for a distance of 71.43 feet to the NW corner of Lot 4; thence S27°39'24"W along the northwesterly line of Lot 4 for a distance of 311.16 feet to a point on the northerly right-of-way line of Gordon Drive; thence N89°39'00"W along said right-of-way line for a distance of 63.97 feet; thence N70°36'31"W for a distance of 42.02 feet on the chord of a curve, concave southerly, with a radius of 1,005.00 feet and a central angle of 02°23'44", said point being on the northerly right-of-way line of Gordon Drive; thence N17°50'39"E along a line parallel with and 48.38 feet equal-distance to the northwesterly line of Lot 3, for a distance of 317.64 feet to the Point of Beginning.

Said described part of Lot 3 contains 42,417 S.F. (0.97 acre).