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IOWA SECRETARY OF STATE

FILED

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME AND PHONE OF CONTACT AT FILER (optional)
Bruce Sandweiss (314) 889-0675

B. E-MAIL CONTACT AT FILER (optional)
bsandweiss@gershman.com

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Gershman Investment Corp.
 Attn: Bruce Sandweiss
 16253 Swingley Ridge Road
 Suite 400
 Chesterfield, MO 63017

C6

277545 UC1N \$40.00COR 1 10/17/18

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name), if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank; check here and provide the Individual Debtor information in item 10 of the Financing Statement (Form UCC1Ad)

1a. ORGANIZATION'S NAME
INGERSOLL SQUARE PHASE III ASSOCIATES, L.P.

OR

1b. INDIVIDUAL'S SUR NAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
5607 4TH STREET COURT SW CEDAR RAPIDS IA 52404 USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name), if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank; check here and provide the Individual Debtor information in item 10 of the Financing Statement (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) - Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
GERSHMAN INVESTMENT CORP.

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
16253 SWINGLEY RIDGE ROAD, SUITE 400 CHESTERFIELD MO 63017 USA

4. COLLATERAL: This FINANCING STATEMENT covers the following collateral:

THE COLLATERAL DESCRIBED ON EXHIBIT "B" ATTACHED HERETO WITH RESPECT TO THE REAL PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO.

5. Check only if applicable and check only one box: Collateral is held in Trust (see UCC1Ad, item 17 and instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Operator Consignee/Consignor Seller/Buyer Bailor/Ballor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:
IOWA SECRETARY OF STATE

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. **NAME OF FIRST DEBTOR:** Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME

INGERSOLL SQUARE PHASE III ASSOCIATES, L.P.

For

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. **DEBTOR'S NAME:** Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. **ADDITIONAL SECURED PARTY'S NAME** or **ASSIGNOR SECURED PARTY'S NAME:** Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

**SECRETARY OF HOUSING AND URBAN DEVELOPMENT OF WASHINGTON, D.C., UNITED STATES
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, THEIR SUCCESSORS AND ASSIGNS**

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

**FORT WORTH REGIONAL OFFICE
801 CHERRY STREET, UNIT #45, SUITE 2500**

CITY

FORT WORTH

STATE

TX

POSTAL CODE

76102

COUNTRY

USA

12. **ADDITIONAL SPACE FOR ITEM 4 (Collateral):**

13. This FINANCING STATEMENT is to be filed [for record] ((or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut or covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of the real estate described in item 16 (if Debtor does not have a record interest):

DEBTOR IS THE RECORD OWNER

16. Description of real estate:

SEE EXHIBIT "A" ATTACHED HERETO

17. MISCELLANEOUS:

EXHIBIT "A"
TO UCC FINANCING STATEMENT

(Ingersoll Square Lofts, Phase III - Project No. 074-11120)

DESCRIPTION OF REAL PROPERTY

The land referred to herein is situated in the City of Des Moines, County of Polk, State of Iowa, and described as follows:

Commercial Unit 106 and Residential Units 201 thru 215 inclusive, Units 301 thru 315 inclusive and Units 401 thru 417 inclusive, Ingersoll Square Phase III Condominiums, a condominium regime existing pursuant to Chapter 499B, Code of Iowa (2015), as established in Declaration of Submission of Property to Horizontal Property Regime for Ingersoll Square Phase III Condominiums recorded October 1, 2018 at Book 17095 at Page 415 of the Official Records of Polk County, Iowa, along with each units undivided interest in the common elements as set for in Exhibit D to the Declaration, all the foregoing situated upon the land described as follows: Parcel "D" being described on Plat of Survey filed November 13, 2012, and recorded in Book 14528, Page 338 in the Office of the Polk County Recorder, being a part of Lots 1 through 6 in HARDIN ROAD PLACE and part of Lots 5 through 9 in Block B of WEST & BURTON'S ADDITION to Des Moines, Polk County, Iowa.

EXHIBIT "B"
TO UCC FINANCING STATEMENT

(Ingersoll Square Lofts, Phase III - Project No. 074-11120)
DESCRIPTION OF UCC COLLATERAL

This Financing Statement covers the following types (or items) of Collateral, which, under applicable law, may be subject to a security interest under the Uniform Commercial Code, whether now owned or hereafter from time to time acquired by the Debtor, together with all substitutions, replacements, additional, attachments, accessories, accretions, their component parts thereto or thereof, and all other products and cash proceeds and non-cash proceeds thereof, and all other items of like property covering or related to any or all (collectively sometimes referred to hereafter as "Mortgaged Property"):

For purposes of below, "Land" means the real estate described on Exhibit A of this financing statement.

For purposes of below, "Improvements" means the buildings, structures and alterations now constructed or at any time in the future constructed or placed on the Land, including any future replacements and additions;

(1) "Fixtures" meaning all property or goods that become so related or attached to the Land or the Improvements that an interest arises in them under real property law, whether acquired now or in the future, excluding all tenant owned goods and property, and including but not limited to: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, computers, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposals, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; playground and exercise equipment and classroom furnishings and equipment.

(2) "Personalty" meaning all equipment, inventory, and general intangibles. All furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible or electronically stored personal property (other than Fixtures) that are owned, leased or used by Debtor now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any

operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements, choses in action and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all certifications, approvals and governmental permits relating to any activities on the Land. Intangibles shall also include all cash and cash escrow funds related to the Project, such as but not limited to: Reserve for Replacement accounts, bank accounts, Residual Receipts accounts, and investments;

(3) all current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights of way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefitting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(4) all insurance policies covering the Mortgaged Property, and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, whether or not Debtor obtained such insurance policies pursuant to the Secured Party's requirement;

(5) all awards, all awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(6) all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(7) all proceeds (cash or non-cash), liquidated claims or other consideration from the conversion, voluntary or involuntary, of any of the Mortgaged Property and the right to collect such proceeds, liquidated claims or other consideration;

(8) all Rents and Leases, "Rents" meaning all rents (whether from residential or non-residential space), revenues, issues, profits, (including carrying charges, maintenance fees, and other cooperative revenues, and fees received from leasing space on the Mortgaged Property), and other income of the Land or the Improvements, gross receipts, receivables, parking fees, laundry and vending machine income and fees and charges for food and other services provided at the Mortgaged Property, whether now due, past due, or to become due, Residual Receipts, and escrow accounts, however and whenever funded and wherever held; "Leases" meaning all present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Mortgaged Property, or any portion of the Mortgaged Property (including but not limited to proprietary leases, non-residential leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals. (Ground leases that create a leasehold interest in the

Land and where the Debtor's leasehold is security for the Loan are not included in this definition.)

(9) all earnings, royalties, instruments, accounts, accounts receivable, supporting obligations, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the Loan and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(10) all Imposition Deposits, meaning all deposits, payments and escrows Debtor is required to make with Secured Party in connection with the Loan.

(11) all refunds or rebates of Impositions by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Security Instrument is dated);

(12) all forfeited tenant security deposits under any Lease;

(13) all names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property;

(14) all deposits and/or escrows held by or on behalf of Secured Party under Collateral Agreements; and

(15) all awards, payments, settlements or other compensation resulting from litigation involving the Project.