

IN THE IOWA DISTRICT COURT FOR WOODBURY COUNTY

<p>CASTLE ON THE HILL LLC, an Iowa limited liability company, Plaintiff, vs. THE CASTLE ON THE HILL ASSOCIATION, an Iowa nonprofit corporation, Defendant.</p>	<p>Case No. _____ PETITION FOR RECOVERY OF REAL PROPERTY</p>
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COMES NOW the Plaintiff, Castle on the Hill, LLC, by and through the undersigned counsel, and for its Petition for Recovery of Real Property pursuant to Iowa Code Chapter 646, states as follows:

1. Plaintiff Castle on the Hill, LLC, is the record owner of real property located at 610 13th Street, Sioux City, Iowa (“Property”), and legally described as follows:

All of Block Sixty-Nine (69) and the vacated alleys therein, together with the North One (1) foot of that part of vacated Twelfth Street which abuts thereon, Sioux City East Addition, in the County of Woodbury and State of Iowa.

The abstract of title is attached to this Petition as Exhibit A.

2. Plaintiff’s title to the Property is derived from the transaction entered at Book 542, Page 93 of the Woodbury County land records, and as shown in entry No. 18 of Exhibit A.

3. Defendant The Castle on the Hill Association was a tenant in a portion of the Property, pursuant to a lease entered between Plaintiff and Tenant entered on or

about October 10, 2002, and which expired by its terms on December 31, 2019 (“Leased Premises”). A copy of the lease in question is attached to this Petition as Exhibit B.

4. Jurisdiction is proper before the District Court, pursuant to Iowa Code § 646.1, et. seq.

5. Venue is proper, as the Property lies in Woodbury County and Defendant’s registered agent and principal place of business are in Woodbury County.

6. Plaintiff agreed to allow Defendant to occupy the Leased Premises for an additional sixty days following the expiration of the lease, as Defendant represented it intended to exercise its contractual right to purchase the Property from Plaintiff. Defendant eventually declined to exercise its right to purchase.

7. Plaintiff is lawfully entitled to possession of the Leased Premises in fee simple.

8. Defendant has unlawfully kept the Plaintiff out of possession of the Leased Premises.

9. As a result of Defendant’s unlawful possession of the Leased Premises, Plaintiff has suffered damages in the amount of lost profit from renting the Leased Premises, as well as delay and loss of potential sale of the Property as a whole.

WHEREFORE Plaintiff Castle on the Hill LLC respectfully requests this Court enter judgment in its favor and against Defendant The Castle on the Hill Association, restoring Plaintiff’s lawful possession of the property wrongfully and unlawfully held by Defendant and awarding all damages suffered by Plaintiff as a result of Defendant’s wrongful and unlawful possession of the particular property, as well as all other relief this Court deems necessary and proper, including but not limited to exemplary damages, if proven.

CASTLE ON THE HILL LLC, an Iowa limited liability company, Plaintiff,

By: /s/ Patrick T. Vint
Patrick T. Vint, Iowa No. AT0008811
WOODS AITKEN LLP
10250 Regency Circle, Suite 525
Omaha, Nebraska 68114
Telephone: 402-898-7400
Facsimile: 402-898-7401
pvint@woodsaitken.com

PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing non-public personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Sedgwick Talley Abstract. We may collect non-public personal information about you from the following sources:

- Information we receive from you such as on applications or other forms
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional non-public information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of non-affiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NON-PUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your non-public personal information

**For Your Next Continuation
Please Return To:**

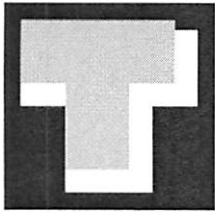


Sedgwick Talley Abstract

THE TITLE RESOURCE NETWORK

617 5th Street, Sioux City, IA 51101

Phone: (712) 258-4503



Sedgwick Talley Abstract

THE TITLE RESOURCE NETWORK

617 5th Street, Sioux City, IA 51101
(712) 258-4503

Abstracts of Title to All Real Estate in Woodbury County, Iowa

Abstract of Title No. IA19267489

From: Root of Title

To: November 8, 2019 at 5:00PM

To the Real Estate, situated in Woodbury County, Iowa described as follows:

PARCEL A: All of Block Sixty-nine (69), and the vacated alleys therein, together with the North One (1) Foot of that part of the vacated Twelfth Street which abuts thereon, Sioux City East Addition, in the County of Woodbury and State of Iowa.

PARCEL B: Lot Four (4), and the North one-half (N 1/2) of Lot Five (5), Block Sixty-Eight (68) Sioux City East Addition to the City of Sioux City, Woodbury County, Iowa.

PARCEL C: The West Eighty-nine (89) feet of Lot Six (6) and the West Eighty-nine (89) feet of the South one-half (S 1/2) of Lot Five (5), Block Sixty-Eight (68) Sioux City East Addition to the City of Sioux City, Woodbury County, Iowa.

PARCEL D: East Sixty-one Feet of South one-half (E61' S1/2) of Lot Five (5) in Block Sixty-eight (68) and East Sixty-one Feet (E 61') of Lot Six (6) of Block Sixty-eight (68) of Sioux City East Addition to the City of Sioux City, Woodbury County, Iowa.

PARCEL E: Vacated 12th Street abutting Block 69 Sioux City East Addition in the

Notice is hereby given that this abstract is prepared pursuant to Sections 614.29 through 614.38 of the Code of Iowa, Chapter 11 of the Iowa Land Title Examination Standards of the Iowa State Bar Association, and the Abstracting Standards of the Iowa Land Title Association.

All matters of record prior to the date of the recording of the root of title are omitted herefrom except:

Plats and surveys

Easements

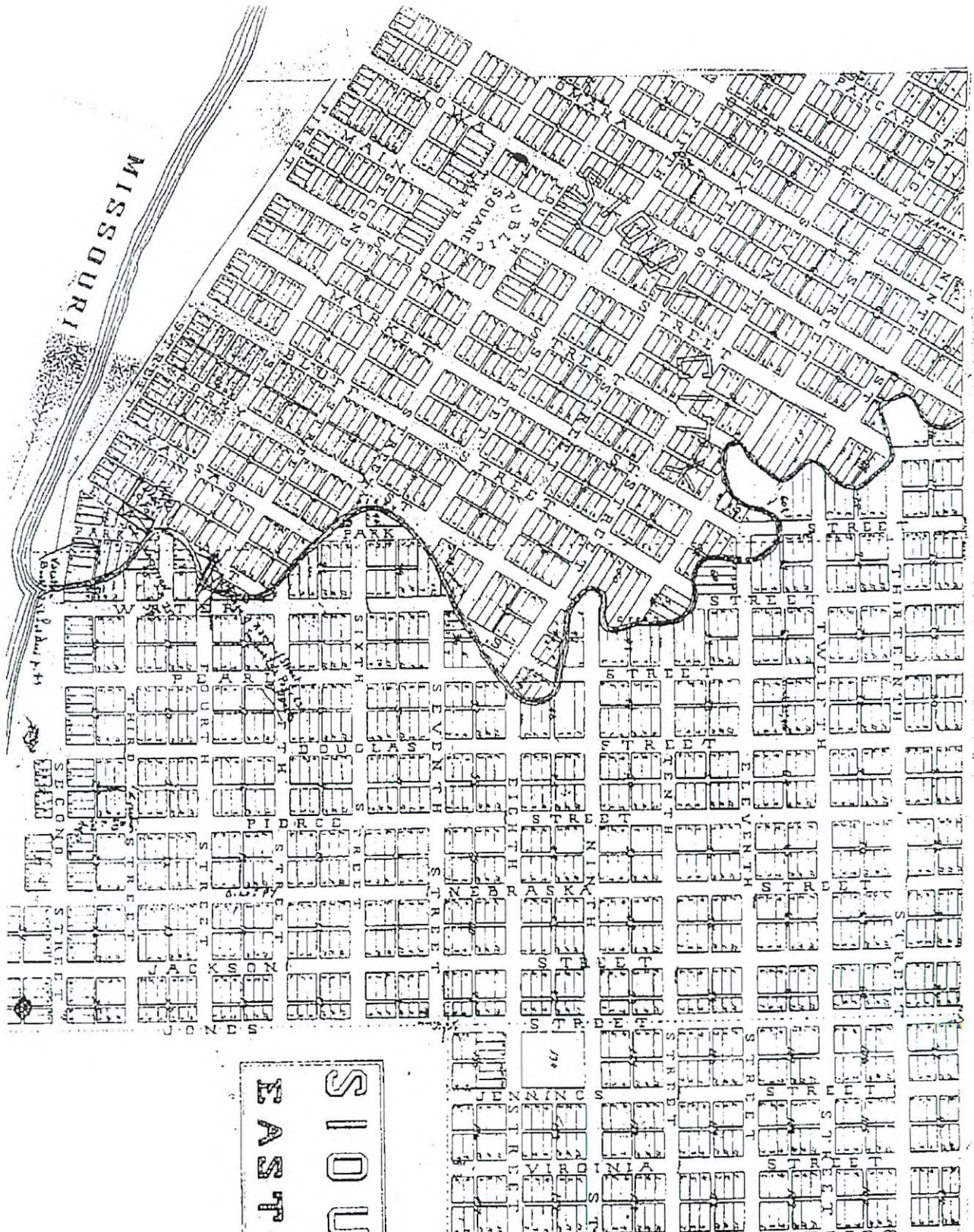
Party wall and other boundary line agreements

Unexpired recorded leases

(No. 1)

PLAT OF SIOUX CITY AND SIOUX CITY EAST ADDITION

Filed October 8, 1858 in Plat Book 1 Page 3



DEDICATION

S. P. Yeomans, et al

To

The Public

Approved October 5, 1858
Acknowledged October 5, 1858
Filed October 8, 1858
Plat Book 1 Page 3

Sioux City and Sioux City East Addition

DEDICATION of Horace C. Bacon: Know all men by these presents, that I, Horace C. Bacon, owner and proprietor in trust for the use and benefit of the Sioux City Land and Ferry Company of the NW ¼ and Lots 1 and 2 and the NE ¼ of the SW ¼ of Section 28, in Township 89, North of Range 47 West, upon which a part of the towns of Sioux City and Sioux City East Addition are laid out as shown by the within plat and notes, do hereby acknowledge the disposition of said land as shown by the within map and notes is with my free consent and in accordance with my desire and the desire of said Company and I hereby as trustee aforesaid forever dedicate to the public so much of said land as is laid out into streets and alleys.

DEDICATION of George W. Chamberlin and Martha Chamberlin: Know all men by these presents, that we, George W. Chamberlin and Martha Chamberlin, his wife, being the owners and proprietors of the NE ¼ of Section 28, Township 89 North, of Range 47, West, upon which a part of the town of Sioux City East Addition is laid out as shown by the within map and certificate of Thos. J. Stone, do hereby acknowledge that the disposition of said land as shown by the within map and notes which are set forth under the affidavit of Thos. J. Stone, a surveyor is with our free consent and in accordance with our desire and we hereby forever dedicate to the public so much of said land as is laid out into streets and alleys.

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SURVEYOR'S CERTIFICATE

Sioux City and Sioux City East Addition of which the following is a true map, is laid out on the N ½ and NE ¼ of SW ¼ and Lots 1 and 2 in Section 28 and the NE ¼ and Lots 3 & 4 in Section 29, all in Township 89, Range 47, West of the 5th P.M.

All that part which lies on the West side of Perry Creek is called Sioux City and all that part that lies on the east side of Perry Creek is called Sioux City East Addition * * The streets are each 80 feet in width, except as follows: Main Street is 100 feet wide, Third, Fourth & Mill Streets all in Sioux City are each 66 feet wide. Also in Sioux City East Addition, Seventh Street so far as it lies in the NE ¼ of said Section 28, is 20 feet wide and Clark St. is 40 feet wide. The courses of the Streets and Lots in Sioux City is North 56 ½° West and South 33 ½° West. And the course of the Streets and Lots in Sioux City East Addition is North and South, and East and West, Magnetic Variation 12° 12' * *

The land above described is thus laid out and platted for a Village in accordance with the Statutes.

Subscribed and sworn to September 18, 1858 by Thos. J. Stone, Surveyor.

(No. 2)

Sioux City Community School District,
a Municipal and Public School Corporation of Iowa
By: President
By: Secretary

QUIT CLAIM DEED
Dated: June 30, 1976
Filed: October 2, 1978 at 01:30 PM
Roll 82, Image 1999

to

The Castle on the Hill Association,
a Non-Profit Corporation of Iowa

Quit claims the following described real estate, to-wit:

All of Block Sixty-nine (69), and the vacated alleys therein, Sioux City East Addition, the improvements located thereon, and the North One foot (N 1') of that part of vacated Twelfth Street, which abuts said Block Sixty-nine (69) on the South.

This Quit Claim Deed is SUBJECT TO THE CONDITION AND RESTRICTION that Grantee maintain, preserve, and keep in good repair the exterior walls and facade of the Central High School building, located on the described premises, IN PERPETUITY.

Such condition and restriction shall be a covenant running with the land, binding upon Grantee, its successors and assigns.

If at any time the exterior walls and facade of said building are not maintained, or are destroyed or town down, the title and ownership of said premises shall revert to the Sioux City Community School District, its successors and assigns.

IN THE FURTHER EVENT that Grantee, its successors or assigns, does not replace all broken windows and all window casings, frames and doors, which are in a state of disrepair, within TWELVE (12) MONTHS from date of this Deed, the title and ownership of said premises shall REVERT to the Sioux City Community School District, its successors and assigns.

(No. 3)

Castle on the Hill Assn
By: President

**HISTORIC PRESERVATION
COVENANT**
Dated: September 14, 1979
Filed: September 14, 1979 at 02:20 PM
Roll 93, Image 1279

to

The Public

WHEREAS The Castle On The Hill Association (hereinafter referred to as Sub-Grantee is the owner in fee simple of the following described premises, to-wit:

Block 69 and the vacated alleys therein, Sioux City East Addition, the improvements located thereon, and the north one foot (N 1') of that part of vacated Twelfth Street, which abuts said Block 69 on the South

in the event of a contemplated sale of this property during the covenant period, and the right at all reasonable times for its lawfully delegated representative to enter upon and inspect this property to determine if there is any violation of these covenants. Only the State of Iowa, or its lawfully delegated representative, shall have the right to enforce or require performance of any covenant or grant herein described, and may do so by injunction or other legal or equitable procedure, and may recover damages for any loss resulting from such violation or failure of performance.

(The word "Sub-Grantee" or any pronoun used in its place, shall be construed to be of the appropriate gender and number, according to the context, as shall the verbs following such word.)

(No. 4)

The Castle on the Hill Association,
an Iowa Nonprofit Corporation
By: President
By: Secretary

QUIT CLAIM DEED
Dated: August 8, 1994
Filed: June 12, 1995 at 10:00 AM
Roll 328, Image 928

to

The City of Sioux City, Iowa, an
Iowa Municipal Corporation

Quit claims the following described real estate, to-wit:

All of Block Sixty-nine (69), and the vacated alleys therein, together with the North One (1) Foot of that part of vacated Twelfth Street which abuts thereon, Sioux City East Addition, in the County of Woodbury and State of Iowa.

Subject to covenants, conditions, restrictions and easements of record, if any. And especially that certain agreement executed by the Sioux City Public Museum, Board of Trustees, Sioux City Public Museum Assoc., the Sioux City Public Museum Foundation and by the City of Sioux City on May 23, 1994.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

(No. 5)

Sioux City Community School District
By: President, Board of Directors
By: Secretary, Board of Directors

QUIT CLAIM DEED
Dated: May 9, 1995
Filed: June 12, 1995 at 10:00 AM
Roll 328, Image 930

to

City of Sioux City, Iowa, an
Iowa Municipal Corporation

Quit claims the following described real estate, to-wit:

WHEREAS, the Sioux City Community School District did on or about June 30, 1976, sell and convey the following described real estate to the Castle On The Hill Association:

All of Block 69 and the vacated alleys therein, together with the North one foot of that part of vacated Twelfth Street which abuts thereon, Sioux City East Addition, in the County of Woodbury and State of Iowa, and

WHEREAS, the deed of conveyance contained the following language:

a. The owner and its successors must maintain in perpetuity the exterior walls and facade of the structure located upon the property. If the exterior walls are not maintained, are destroyed or demolished the property reverts to the grantor School District.

b. The owner is required to repair and replace all broken windows, window casings and doors within twelve months of the deed or title would revert to the grantor School District., and

WHEREAS, such terms and requirements have been complied with by the Castle On The Hill Association and the Sioux City Community School District has not exercised said powers, and

WHEREAS, said property has now been deeded to the City of Sioux City, Iowa, for the use as a museum, and

WHEREAS, the City of Sioux City, Iowa, has requested that the above conditions and restrictions be removed by means of a quit claim deed.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Sioux City Community School District does hereby authorize and direct Mark Stuck, President, Board of Directors, Sioux City Community School District, and Alexandra B. Sprague, Secretary, Board of Directors, Sioux City Community School District, to execute the attached quit claim deed to the City of Sioux City, Iowa, and deliver the same to said City.

PASSED AND APPROVED this May 8, 1995 by Mark Stuck as President and Alexandra B. Sprague as Secretary of the Board of Directors Sioux City Community School District.

(No. 6)

City of Sioux City, Iowa, a municipal corporation
By: Mayor
By: Acting City Clerk

CITY DEED
Dated: September 23, 1996
Filed: September 27, 1996 at 09:45 AM
Roll 358, Image 768

to

Castle on the Hill Association

Convey(s):

All of Block Sixty-nine (69), and the vacated alleys therein, together with the North One (1) Foot of that part of vacated Twelfth Street which abuts thereon, Sioux City East Addition, in the County of Woodbury and State of Iowa.

This deed is given pursuant to that certain agreement executed by the Sioux City Public Museum, Board of Trustees, Sioux City Public Museum Association, the Sioux City Public Museum Foundation and by the City of Sioux City on May 23, 1994.

RESOLUTION APPROVING PROPOSAL TO TRANSFER THE OLD CENTRAL HIGH PROPERTY BACK TO THE CASTLE ON THE HILL ASSOCIATION IN CONNECTION WITH THE TERMINATION OF THE DEVELOPMENT AGREEMENT AND AUTHORIZING A CITY DEED. (PROPERTY AT 1212 NEBRASKA STREET) (PURCHASE PRICE: \$1.00 AND OTHER VALUABLE CONSIDERATIONS)

WHEREAS, the City Council of the City of Sioux City, Iowa, set forth its proposal to transfer the following described real property in Resolution No. 96/U-4709, passed and approved September 9, 1996:

All of Block Sixty-nine (69), and the vacated alleys therein, together with the North One (1) Foot of that part of vacated Twelfth Street which abuts thereon, Sioux City East Addition, in the County of Woodbury and State of Iowa; and

WHEREAS, a public hearing was held on said proposal on September 23, 1996, pursuant to published notice given as provided by law; and

WHEREAS, the City Council, having heard all the objections to said proposal, believes they should be overruled; and

WHEREAS, a City Deed has been prepared transferring title to the above described property back to the Castle on the Hill Association and is attached hereto and by this reference made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that all objections to the proposed transfer of the above described real estate to the Castle on the Hill Association be and the same are hereby overruled.

BE IT FURTHER RESOLVED, that the above described real property be transferred back to the Castle on the Hill Association in accordance with the termination of the development agreement by and between the City and the Castle on the Hill Association, et al., in accordance with the terms and conditions set forth in Resolution No. 96/U-4706, passed and approved September 9, 1996.

BE IT FURTHER RESOLVED that the City Deed attached hereto conveying said property to the Castle on the Hill Association, be and the same is hereby approved as to form and content and the Mayor and City Clerk authorized and directed to execute the same for and on behalf of the City of Sioux City, Iowa.

BE IT FURTHER RESOLVED that upon adoption of this resolution, that the deed be delivered to the Castle on the Hill Association.

PASSED AND APPROVED this September 23, 1996 by Robert E. Scott as Mayor and Connie Bauman as Acting City Clerk of the City of Sioux City, Iowa.

PROOF OF PUBLICATION

State of Iowa, County of Woodbury) ss:

The undersigned, of said County, being duly sworn, on oath states that the undersigned is an employee of The Sioux City Journal, printed and published by Sioux City Newspapers, Inc., at Sioux City, in said County and issued daily and Sunday and that the annexed printed notice Real Property 1212 Nebraska was regularly published in said newspaper for one consecutive Saturday issues, the first publication thereof being on September 14, 1996.

Tom Kurdy, Publisher

Sworn to September 14, 1996.

Attached notice recites:

That the proposal to sell said real property will come on for final hearing and action before the City Council in the Council Chambers, Room 522, Orpheum Electric Building, 520 Pierce Street, Sioux City, Iowa, on September 23, 1996, at the Council Meeting commencing at 4:00 P.M., Local Time, or as soon thereafter as the matter may be considered. At said hearing interested persons may appear and be heard for or against said proposal.

City of Sioux City, Iowa
By: Shirley A. Brown, City Clerk
Published in The Sioux City Journal September 14, 1996.

CERTIFICATE of City Clerk attached.

(No. 7)

State Historical Society of Iowa
By: Deputy State Historic Preservation
Officer

**RELINQUISHMENT OF FIRST RIGHT
OF REFUSAL**

Dated: November 28, 2001
Filed: June 13, 2002 at 12:30 PM
Roll 542, Image 92

to

The Public

The State of Iowa hereby waives its First Right of Refusal in the Historic Preservation Covenant dated September 14, 1979, Recorded September 14, 1979 at Book 93, Page 1279 in records of Woodbury County, Iowa, wherein contains certain restrictions on subject property located at:

Block 69 and the vacated alleys therein, Sioux City East Addition, the improvements located thereon, and the north one foot (N 1') of that part of vacated Twelfth Street, which abuts said Block 69 on the South, a/k/a The Castle on the Hill.

(No. 7A)

Castle on the Hill Limited Liability Company
By: President

CASTLE ON THE HILL LEASE

Dated: October 10, 2002
Filed: January 17, 2003 at 01:00 PM
Roll 572, Image 1591

to

Castle on the Hill Association
By: President
By: Treasurer

This Agreement, made and entered into this October 10, 2002, by and between Castle on the Hill Limited Liability Company ("Landlord") and Castle on the Hill Association ("Tenant").

The parties agree as follows:

1. PREMISES-TERM.

2. RENT.

Tenant agrees to pay Landlord as rent \$1.00 per year in advance commencing on the first day of this lease and on the same day of each year thereafter, during the term of this lease. Rent for any partial month shall be prorated accordingly. As additional rent, Tenant shall also pay: _____

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 10% per annum.

3. POSSESSION.

Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANTS ONLY DAMAGES SHALL BE A PRORATA ABATEMENT OF RENT.

4. USE.

Tenant shall use the premises only for Any lawful use.

5. CARE AND MAINTENANCE.

A) Tenant takes the premises as is, except as herein provided;

B) Landlord shall keep the following in good repair: (strike inapplicable words) (roof), (exterior walls), (foundation), (sewer), (plumbing), (heating), (wiring), (air conditioning), (parking area), (driveways), (sidewalks), (exterior decorating).

Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.

C) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANTS USE OF THE PREMISES. Tenant shall make no structural mechanical or exterior changes or alterations without the prior written consent of Landlord, except for renovation of space below stage and access thereto. Further the consent required herein shall not be unreasonably withheld. In addition to the insurance requirements set forth in Article 9, below, Tenant shall insure for any plate glass or windows in or on the Premises.

6. UTILITIES AND SERVICES.

See Paragraph 18

7. SURRENDER.

Upon termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.

8. ASSIGNMENT AND SUBLETTING.

No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

9. INSURANCE.

10. LIABILITY FOR DAMAGE.

Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees, or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

11. INDEMNITY.

Except for the negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

12. DAMAGE.

In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within twenty days after such notice, and both parties shall thereafter be released from all future obligations hereunder.

13. MECHANICS LIENS.

Neither Tenant, no anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises. Tenant agrees to provide Landlord with lien waivers from any contractor or supplier who has provided services or work in the Premises.

14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A) Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; (3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than Six (6) months, (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B) Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

C) In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled

15. SIGNS.

Landlord, during the last ninety days of this lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" sign. Tenant will permit prospective tenants or buyers to enter and examine the premises.

16. NOTICES AND DEMANDS.

All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other in writing of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

17. PROVISIONS BINDING.

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

18. ADDITIONAL PROVISIONS.

A) The space for the office and the gift shop will be an area of approximately 28 feet by 59 feet located as shown on Sheet A03 of the revised plan identified as Job #01407 dated February 19, 2002. The print shop museum space will be the old book room area which is shown on Sheet #A04 of Job #01407 dated February 19, 2002. This is the area under the west side of the stage and it is designated as "Book room or Print shop".

B) The term of this lease shall be from the date on which the Landlord has completed renovation of the premises which are the subject of this lease, but in no event shall the date be later than January 1, 2005. The term shall be for a period of 15 years, but Tenant may sooner terminate it upon 60 days written notice.

C) Landlord shall renovate the auditorium and the lower gymnasium in a manner that they can be (1) leased by Tenant to persons and organizations desiring to use them or (2) used by the Tenant for events. These renovations shall specifically include adding and updating necessary utilities and HVAC, cleaning, painting, upgrading lighting, providing public restrooms, covering and enclosing all windows in the auditorium, creating a door and window in the garage way wall providing access to the old boys locker room and anything else necessary to meet all fire codes. Tenant, its invitees, its tenants and their invitees shall have access to the leased premises on a 24 hour per day, 7 days per week basis, but shall not interfere with Landlord's renovation of same.

D) The only utilities costs for which Tenant shall be responsible are the additional costs of utilities when events are taking place. These additional utilities are to be determined by comparing utility bills from when the facilities are not in use to those when events have taken place. Further, Tenant shall be responsible for cleaning the leased premises after events and Tenant further agrees to use the cleaning company as designated by Landlord (which shall be the same company as Landlord contracts with for the cleaning of the residential common areas in the Building housing the premises.

E) Upon 60 days written notice, EFN IX, the "Investor Member", or NuStyle Investment Corporation, the Managing Member, of the Castle on the Hill Limited Liability Company has the right to terminate this lease for causes related to Section 42 low income housing tax credit or the inability of the LLC to meet its financial and contractual obligations.

F) After the expiration of the term of this lease or after the required 15 year holding period, according to Section 42, the Tenant shall have the exclusive right, for a period of 60 days, to purchase this property at its reasonable market value. If the parties cannot agree on the market value of the

(No. 8)

Raymond H. Magnuson, Jr. and Marjorie
Magnuson, husband and wife

to

Rex D. Barber

QUIT CLAIM DEED

Dated: January 30, 1970

Filed: February 2, 1970 at 11:30 AM

Book: 1228 Page 591

Quit claims the following described real estate, to-wit:

West 2/3rds of Lot 1, and the West 2/3 of the North Half of Lot 2 in Block 71, Sioux City East Addition to Sioux City, in the County of Woodbury and State of Iowa; and Lot Four (4), and the north one-half (N. 1/2) of Lot Five (5), in Block Sixty Eight (68), in Sioux City East Addition, an addition to the City of Sioux City, Woodbury County, Iowa; and East Sixty-one feet (E 61') of Lot Six (6), and East Sixty-one feet (E 61') of the South Half (S 1/2) of Lot Five (5), All in Block Sixty-eight (68), Sioux City East Addition to Sioux City, Woodbury County, Iowa.

And the said Raymond H. Magnuson, Jr. and Marjorie Magnuson, husband and wife, hereby relinquishes all contingent rights, including dower, homestead or distributive share in and to the above described premises.

(No. 9)

Edward Mieras and Lois E. Mieras, husband
and wife

to

Rex D. Barber

WARRANTY DEED

Dated: October 30, 1980

Filed: October 30, 1980 at 03:00 PM

Roll 105, Image 465

Convey(s):

Lot Four (4) and the North Half (N 1/2) of Lot Five (5) in Block Sixty-eight (68), Sioux City East Addition, in the County of Woodbury and State of Iowa.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the described premises.

(No. 10)

Hallie L. Sargisson, Treasurer of Woodbury
County, Iowa

to

TREASURER'S TAX DEED

Dated: April 23, 1985

Filed: April 23, 1985 at 10:40 AM

Roll 156, Image 1012

having previously been advertised and offered for two years or more and remained unsold for want of bidders;

And the Treasurer of said county, having on June 20, 1983, by virtue of the authority in him vested by law, at (an adjournment of) the sale begun and publicly held on the third Monday of June 1983, exposed to public sale at the office of the County Treasurer in the County aforesaid, in substantial conformity with all the requirements of the Statute, the real property above described.

And at the time and place aforesaid, no bid was received, or the bid received was less than the whole amount of the delinquent general taxes, interest and costs, the County of Woodbury, State of Iowa, through its Board of Supervisors did bid in said real property in accordance with the provisions of Section 446.19 of the 1950 Code of Iowa, for Three Thousand One Hundred seventy-three (\$3,173.25) Dollars and Twenty-five Cents, and said property was stricken off to said County;

* * *

And by the affidavit of Hallie L. Sargisson, Treasurer filed in said Treasurer's Office on December 7, 1984, it appears that notice has been given more than ninety days before the execution of these presents to Rex D. Barber, party to whom taxed, no party in possession, Dial Plan Inc. A/K/A and Norwest Financial Iowa 1, Inc. mortgagee, City of Sioux City, Iowa of the expiration of the time of redemption allowed by law; and one year having elapsed since the date of said sale; and said property having not been redeemed therefrom;

(No. 11)

Woodbury County, Iowa
By: Chairman of the Board of Supervisors

SPECIAL WARRANTY DEED
Dated: August 12, 1985
Filed: August 15, 1985 at 11:30 AM
Roll 160, Image 1260

to

Sioux City Museum and Historical Association
By: Stanley Evans

Convey(s):

Lot Four (4), and North One-half of Lot Five (5), Block Sixty-eight (68), Sioux City East Addition to City of Sioux City, Woodbury County, Iowa.

Subject to all restrictive covenants that existed in the chain of title of the former owner at the time of the issuance of a Tax Deed under which Woodbury County, Iowa holds title to the premises.

Covenant to Warrant and Defend * * * by, through or under Woodbury County, Iowa.

It is the intent of both the grantor and grantee that the premises conveyed by this deed be used by grantee to provide an automobile parking area for the use of patrons of a relocated Sioux City Museum, which is to be contained in the building that was formerly Sioux City Central High School, which building is located at 12th and Jackson Streets in Sioux City, Iowa. If within five (5) years of the date of execution of this deed by grantor the Sioux City Museum has not been relocated into the old Sioux City Central High School building at 12th and Jackson Streets in Sioux City, Iowa, this conveyance shall be null and void, and the title to the premises conveyed by this deed shall revert to and be vested in the grantor. In further consideration of being granted title to said premises grantee hereby covenants that in the

WHEREAS the Woodbury County, Iowa Board of Supervisors has set forth in a resolution its proposal to dispose of real property owned by Woodbury County under Treasurer's Tax Deed and described as follows:

Lot Four (4) and North One-half of Lot Five (5), Block Sixty-eight (68), Sioux City East Addition to City of Sioux City, Woodbury County, Iowa;

and

WHEREAS Woodbury County has caused to be published a notice of the time and place of a public hearing on said proposal, and

WHEREAS on this August 12, 1985 and prior to the adoption of this Resolution the Woodbury County Board of Supervisors did conduct a public hearing on said proposal,

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa that the offer of the Sioux City Museum and Historical Association to purchase for the sum of \$1.00 (one dollar) and other valuable consideration the following described real estate, to wit:

Lot Four (4) and North One-half of Lot Five (5), Block Sixty-eight (68), Sioux City East Addition to City of Sioux City, Woodbury County, Iowa.

be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the Chairman of this Board be and he is hereby authorized to execute a Special Warranty Deed, with a possibility of reverter if the Sioux City Museum is not relocated into the old Sioux City Central High School within five years, conveying the said premises to the said purchaser.

BE IT FURTHER RESOLVED that any provision of any prior resolution of the Board of Supervisors which is inconsistent with this resolution is hereby rescinded insofar as it conflicts with this resolution.

So Resolved this August 12, 1985.

Larry D. Clausen, Chairman of the
Board of Supervisors of Woodbury
County, Iowa

CERTIFICATE OF AUDITOR

I hereby certify that the above and foregoing resolution was duly and legally passed by the Board of Supervisors of Woodbury County, Iowa and properly journalized in the minutes thereof on August 12, 1985.

Donald E. Linduski, Secretary of
the Board of Supervisors of Woodbury
County, Iowa, and County Auditor of
Woodbury County, Iowa

(No. 12)

Sioux City Museum and Historical Association
By: Agent

to

Woodbury County, Iowa

QUIT CLAIM DEED

Dated: August 22, 1990

Filed: August 22, 1990 at 11:15 AM

Roll 234, Image 1654

Quit claims the following described real estate, to-wit:

Lot Four (4), and the North One-half of Lot Five (5), Block Sixty-eight (68), Sioux City East Addition to the City of Sioux City, Woodbury County, Iowa.

(No. 13)

Woodbury County, Iowa
By: Chairman of the Board of Supervisors

to

Sioux City Museum and Historical Association
By: B. R. Diamond

QUIT CLAIM DEED

Dated: September 18, 1990

Filed: September 18, 1990 at 03:50 PM

Roll 235, Image 1925

Quit claims the following described real estate, to-wit:

Lot Four (4), and North One-half (N 1/2) of Lot Five (5), in Block Sixty-eight (68) of Sioux City East Addition to City of Sioux City, Woodbury County, Iowa.

1208 Jackson Street.

It is the intent of both the grantor and the grantee that the premises conveyed by this deed be used by grantee to provide an automobile parking area for the use of patrons of a relocated Sioux City Museum, which is to be contained in the building that was formerly Sioux City Central High School, which building is located at 12th and Jackson Streets in Sioux City, Iowa. If within five (5) years of the date of execution of this deed by grantor the Sioux City Museum has not been relocated into the old Sioux City Central High School building at 12th and Jackson Streets in Sioux City, Iowa, this conveyance shall be null and void, and the title to the premises conveyed by this deed shall revert to and be vested in the grantor. In further consideration of being granted title to said premises grantee hereby covenants that in event of such a revision grantee will deliver to grantor, as evidence of its relinquishment of title, a quit claim deed conveying all its right, title, and interest in the premises to Woodbury County, Iowa.

Attached thereto are the following:

RESOLUTION OF THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA:

WHEREAS, the Woodbury County, Iowa Board of Supervisors has set forth in a resolution its proposal to dispose of real property owned by Woodbury County under a Quit Claim Deed and described as follows:

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa that the offer of the Sioux City Museum and Historical Association to purchase for the sum of \$1.00 (one dollar) and other valuable consideration the following described real estate, to-wit:

Lot Four (4) and North One-half (N 1/2) of Lot Five (5), in Block Sixty-eight (68) of Sioux City East Addition to City of Sioux City, Woodbury County, Iowa.

be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed, with a possibility of reverter if the Sioux City Museum is not relocated into the old Sioux City Central High School within five years, conveying the said premises to the said purchaser.

BE IT FURTHER RESOLVED that any provision of any prior resolution of the Board of Supervisors which is inconsistent with this resolution is hereby rescinded insofar as it conflicts with this resolution.

So Resolved this September 18, 1990.

James D. O'Kane, Chairman of the
Board of Supervisors of
Woodbury County, Iowa

CERTIFICATE OF AUDITOR

I hereby certify that the above and foregoing resolution was duly and legally passed by the Board of Supervisors of Woodbury County, Iowa, and properly journalized in the minutes thereof on the day of September 18, 1990.

Donald E. Linduski, Secretary of
the Board of Supervisors of
Woodbury County, Iowa, and County
Auditor of Woodbury County, Iowa

PROOF OF PUBLICATION

State of Iowa, County of Woodbury) ss:

The undersigned, of said County, being duly sworn, on oath states that the undersigned is an employee of the Sioux City Journal, printed and published by Sioux City Newspapers, Inc., at Sioux City, in said County and issued daily and Sunday and that the annexed printed Notice of Property Sale was regularly published in said newspaper for one consecutive Monday issues, the first publication thereof being on September 10, 1990.

Dean A. Krenz, Publisher

Attached Notice Recites:

Woodbury County, Iowa
RESOLUTION #7568
NOTICE OF PROPERTY SALE

WHEREAS Woodbury County, Iowa is the owner, by virtue of a Quit Claim Deed in compliance with a Warranty Deed of August 12, 1965 of real property described as:

Lot Four (4), and North One-half of Lot Five (5), Block Sixty-eight (68), Sioux City East Addition to City of Sioux City, Woodbury County, Iowa upon the condition that title to said real property is to revert to Woodbury County, Iowa if the Sioux City Museum is not relocated to the building that was formerly Sioux City Central High School within five (5) years of the date of conveyance by the County;

2. That, prior to the execution of a deed conveying the above-described property to the Sioux City Museum and Historical Association, the Board of Supervisors shall hold a public hearing on the aforesaid proposal in the Board meeting room on the first floor of the Woodbury County Courthouse on September 18, 1990 at 10:15 o'clock a.m.; So Resolved this September 4, 1990.

Woodbury County Board of Supervisors
By: James D. O'Kane, Chairman

ATTEST:
Donald E. Linduski
Woodbury County Auditor

Published in The Sioux City Journal September 10, 1990.

(No. 14)

Sioux City Museum and Historical Association
By: Director

QUIT CLAIM DEED
Dated: October 11, 1995
Filed: October 11, 1995 at 11:45 AM
Roll 335, Image 1846

to

Woodbury County, Iowa

Quit claims the following described real estate, to-wit:

Lot Four (4), and the North One-half of Lot Five (5), Block Sixty-eight (68), Sioux City East Addition to the City of Sioux City, Woodbury County, Iowa.

(No. 15)

Woodbury County, Iowa
By: Chairman of the Board of Supervisors

QUIT CLAIM DEED
Dated: October 31, 1995
Filed: November 2, 1995 at 08:02 AM
Roll 337, Image 472

to

Sioux City Museum and Historical Association
By: Scott A. Sorensen

Quit claims the following described real estate, to-wit:

Lot Four (4), and North One-half (N 1/2) of Lot Five (5), in Block Sixty-eight (68) of Sioux City East Addition to City of Sioux City, Woodbury County, Iowa.

1208 Jackson Street.

Attached thereto are the following:

RESOLUTION OF THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA #8582

WHEREAS, the Woodbury County, Iowa Board of Supervisors has set forth in a resolution its proposal to dispose of property owned by Woodbury County under a Quit Claim Deed and described as follows:

Lot Four (4) and North One-half (N 1/2) of Lot Five (5) in Block Sixty-eight (68) of the Sioux City East Addition to City of Sioux City, Woodbury County, Iowa.

and

WHEREAS, Woodbury County has caused to be published a notice of the time and place of a public hearing on said proposal; and

WHEREAS, on this October 31, 1995, prior to the adoption of this Resolution, the Woodbury County Board of Supervisors did conduct a public hearing on said proposal.

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa that the offer of the Sioux City Museum and Historical Association to purchase said real estate for public purpose and for the sum of \$1.00 (one dollar) and other valuable consideration the following described real estate, to wit:

Lot Four (4) and North One-half (N 1/2) of Lot Five (5) in Block Sixty-eight (68) of the Sioux City East Addition to City of Sioux City, Woodbury County, Iowa.

be and the same is hereby accepted.

BE IT FURTHER RESOLVED that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed, with a possibility of reverter if the Sioux City Museum is not relocated into the Old Sioux City Central High School within five (5) years, conveying the said premises to the said purchaser.

BE IT FURTHER RESOLVED that any provision of any prior resolution of the Board of Supervisors which is inconsistent with this resolution is hereby rescinded insofar as it conflicts with this resolution.

SO RESOLVED this October 31, 1995.

Larry D. Clausen, Chairman of the Board of
Supervisors of Woodbury County, Iowa

CERTIFICATE OF AUDITOR

I hereby certify that the above and foregoing resolution was duly and legally passed by the Board of Supervisors of Woodbury County, Iowa, and properly journalized in the minutes thereof on October 31, 1995.

Donald E. Linduski, Secretary of the Board
of Supervisors and County Auditor of
Woodbury County, Iowa

Proof of Publication

State of Iowa, County of Woodbury) ss:

Woodbury County, Iowa
RESOLUTION #8580

NOTICE OF PROPERTY SALE

WHEREAS Woodbury County, Iowa is the owner, by virtue of a Quit Claim Deed in compliance with a Quit Claim Deed of September 18, 1990, of real property described as:

Lot Four (4) and North One-half (N 1/2) of Lot Five (5), Block Sixty-eight (68) Sioux City East Addition to City of Sioux City, Woodbury County, Iowa.

WHEREAS the Sioux City Museum and Historical Association desires to acquire said real estate for a public purpose.

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That said Board proposes to convey to the Sioux City Museum and Historical Association for One dollar (\$1.00) and other valuable consideration the following described real property, to wit:

Lot Four (4), and North One-half (N 1/2) of Lot Five (5), Block Sixty-eight (68), Sioux City East Addition to City of Sioux City, Woodbury County, Iowa upon the condition that title to said real property is to revert to Woodbury County, Iowa of the Sioux City Museum is not relocated to the building that was formerly Sioux City Central High School within five (5) years of the date of conveyance by the County;

2. That, prior to the execution of a deed conveying the above-described property to the Sioux City Museum and Historical Association, the Board of Supervisors shall hold a public hearing on the aforesaid proposal in the Board meeting room on the first floor of the Woodbury County Courthouse on October 31, 1995 at 10:15 o'clock a.m.

So resolved this October 17, 1995.

Woodbury County Board of Supervisors
By: Larry D. Clausen, Chairman

ATTEST:
Donald E. Linduski, County Auditor
Published In The Sioux City Journal October 23, 1995.

(No. 16)

Sioux City Museum and Historical Association
By: Director

to

QUIT CLAIM DEED
Dated: June 13, 1997
Filed: June 13, 1997 at 10:20 AM
Roll 375, Image 1471

Woodbury County, Iowa

Quit claims the following described real estate, to-wit:

(No. 17)

Woodbury County, Iowa
By: Chairman of the Board of Supervisors

QUIT CLAIM DEED

Dated: September 9, 1997
Filed: September 15, 1997 at 09:20 AM
Roll 382, Image 1118

to

Castle on the Hill Association

Quit claims the following described real estate, to-wit:

Lot Four (4), and the North One-half (N 1/2) of Lot Five (5), Block Sixty-eight (68) Sioux City East Addition to the City of Sioux City, Woodbury County, Iowa.

Attached thereto are the following:

RESOLUTION OF THE BOARD OF SUPERVISORS OF WOODBURY COUNTY, IOWA: #8963

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa, that the offer of: Castle on the Hill Association in the sum of ONE AND NO/100 (\$1.00) Dollars for the following described real estate, to wit:

Lot Four (4), and the North One-half (N 1/2) of Lot Five (5), Block Sixty-eight (68) Sioux City East Addition to the City of Sioux City, Woodbury County, Iowa.

now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted; said amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said real estate.

BE IT RESOLVED that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

BE IT RESOLVED that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

WHEREAS, the Board of Supervisors has determined that the transfer of and the intended use of the real property is for a public purpose in accordance with other State laws, and as such, conveys the property legally described above to the purchaser according to Code of Iowa 331.361(3).

BE IT FURTHER RESOLVED that the Chairman of this Board be and he is hereby authorized to execute a Quitclaim Deed for the said premises to the said purchaser.

SO DATED this September 9, 1997 by Larry D. Clausen as Chairman of the Board of Supervisors of Woodbury County, Iowa.

CERTIFICATE OF AUDITOR

I hereby certify that the above and foregoing resolution was duly and legally passed by the Board of Supervisors of Woodbury County, Iowa, and properly journalized in the minutes thereof on September 9, 1997.

Patrick F. Gill
Secretary of the Board of Supervisors Woodbury

Attached Notice Recites:

RESOLUTION # 8955
NOTICE OF PROPERTY SALE
Parcel #027180

WHEREAS Woodbury County, Iowa is the owner under a quit claim deed of a certain parcel of real estate described as:

Lot Four (4) and North One-half (N 1/2) of Lot Five (5) in Block Sixty-eight (68) of Sioux City East Addition, City of Sioux City, Woodbury County, Iowa.

WHEREAS, the Castle on the Hill Association, a non-profit Corporation, desires to acquire the said real property legally described above for a public purpose in accordance with State laws and Code of Iowa 331.37(3).

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on the aforesaid proposal shall be held on September 9, 1997, at 10:16 o'clock a.m. in the meeting room of the Board of Supervisors on the first floor of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate on September 9, 1997, immediately following the closing of the public hearing, to the Castle on the Hill Association only.
3. That said Board proposes to sell the said real estate to the Castle on the Hill Association only, for consideration of \$1.00 plus recording fees.

Dated this August 26, 1997.

Woodbury County Board of Supervisors
Larry D. Clausen, Chairman

ATTEST:
Patrick F. Gill
Woodbury County Auditor and Recorder

Published in The Sioux City Journal September 1, 1997.

(No. 18)

Castle on the Hill Association,
a corporation
By: President
By: Treasurer

WARRANTY DEED
Dated: March 22, 2002
Filed: June 13, 2002 at 12:30 PM
Roll 542 Image 93

to

Castle on the Hill Limited Liability Company

Convey(s):

(No. 19)

Castle on the Hill Limited Liability Company
By: Managing Member

to

The Public

**RESTRICTIVE COVENANTS AND
RIGHT OF REVERTER**

Dated: May 16, 2002

Filed: June 13, 2002 at 12:30 PM

Roll 542, Image 95

In partial consideration of the conveyance from Castle on the Hill Association of the real estate described as follows, to wit:

All of Block Sixty-nine (69), and the vacated alleys therein, together with the North One (1) foot of that part of vacated Twelfth Street which abuts thereon, Sioux City East Addition, in the County of Woodbury and State of Iowa.

AND

Lot Four (4), and the North one-half (N 1/2) of Lot Five (5), Block Sixty-Eight (68) Sioux City East Addition, in the count of Woodbury and State of Iowa.

Castle on the Hill Limited Liability Company does hereby agree and imposes the following upon such real estate:

(1) The building situated on said block sixty-nine (69), which is the former Central High School, shall not be demolished nor be scheduled for demolition.

(2) Such building shall be developed into an apartment complex with the exterior thereof remaining reasonably intact, such development to be completed by January 1, 2005.

(3) Should either of the above conditions be violated in any respect, ownership of the above-described real estate shall immediately revert to Castle on the Hill Association.

(4) The interest of the undersigned and of any entity claiming by, through or under it shall be subject to the terms of these restrictive covenants and right of reverter.

(5) These restrictions and right of reverter shall terminate and expire at such time as the rehabilitation and development has been completed substantially in compliance with the plans specifications approved by the Castle on the Hill Association and a Certificate of Occupancy issued.

(No. 20)

Edna M. Wall, as Executor of The Estate of
Howard I. Wall, Deceased

to

Jimmy M. Cosier and Arlene R. Cosier,
husband and wife, as tenants in common

COURT OFFICER DEED

Dated: July 16, 1975

Filed: July 18, 1975 at 09:00 AM

Roll 39, Image 1800

(No. 21)

Edna M. Wall, a single person

to

Jimmy M. Cosier and Arlene R. Cosier,
husband and wife, as tenants in common

QUIT CLAIM DEED

Dated: July 16, 1975

Filed: July 18, 1975 at 09:10 AM

Roll 39, Image 1804

Quit claims the following described real estate, to-wit:

An undivided one-half interest in The West Eighty-nine feet (W 89') of the South Half (S 1/2) of Lot Five (5) and the West Eighty-Nine feet (W 89') of Lot Six (6), Block Sixty-Eight (68), Sioux City East Addition, Sioux City, Woodbury County, Iowa.

Buyers agree to assume and discharge the mortgage of record.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the above described premises.

(No. 22)

Jimmy M. Cosier and Arlene R. Cosier,
husband and wife

and

Jimmy E. Cosier

MEMORANDUM OF AGREEMENT

Dated: February 15, 1978

Filed: February 15, 1973 at 11:40 AM

Roll 74, Image 1502

THIS AGREEMENT made and entered into this February 15, 1978, by and between Jimmy M. Cosier and Arlene R. Cosier, husband and wife, Sellers, and Jimmy E. Cosier, Buyer, WITNESSETH:

WHEREAS, Sellers have entered into a contract to sell to Buyer the real property described as follows:

The West Eighty-nine Feet (W 89') of Lot Six (6) and the West Eighty-nine Feet (W 89') of the South Half (S 1/2) of Lot Five (5) in Block Sixty-eight (68) Sioux City East Addition, in the County of Woodbury and State of Iowa.

WHEREAS, the parties do not desire to make the contract for the sale of the above described property a matter of public record, but it is desired to record a Memorandum of Agreement with respect to such sale.

NOW, THEREFORE, notice is hereby given that the Buyer has contracted to purchase the above described property from the Sellers, but in the event of conflict between the terms of sale of the said property as disclosed by the contract entered into by the parties, and this Memorandum, such contract shall control.

(No. 23)

Jimmy M. Cosier a/k/a Jim M. Cosier and
Arlene Rose Cosier a/k/a Arlene R. Cosier,
husband and wife

QUIT CLAIM DEED

Dated: April 29, 1986

Filed: May 9, 1986 at 08:00 AM

Roll 170, Image 25

to

Arlene R. Cosier, Trustee under terms of
Trust Agreement executed April 29, 1986

Quit claims the following described real estate, to-wit:

An undivided one-half interest in the following described properties, to-wit:

1. The West Forty-nine and one-half (49 1/2) feet of the North Ten (10) feet of Lot Eleven (11) and the West Forty-nine and one-half (49 1/2) feet of Lot Twelve (12), Block Sixty-one (61), Sioux City East Addition, Sioux City, Woodbury County, Iowa.

2. That part of the East One Hundred Ten (110) Feet of Lot Seven (7), lying north of South Forty-seven (47) Feet, and the East One Hundred Ten (110) Feet of the South Forty-seven (47) Feet of Lot Eight (8), and South Twenty-two (22) Feet of the North Twenty-five (25) Feet of the West Forty (40) Feet of Lot Eight (8), all in Block Sixty-four (64), Sioux City, East Addition in the County of Woodbury and State of Iowa.

3. The West Eighty-nine (89) Feet of Lot Six (6) and the West Eighty-nine (89) Feet of the South Half (S 1/2) of Lot Five (5) in Block Sixty-eight (68), Sioux City East Addition, in the County of Woodbury, State of Iowa.

4. Dwelling at 1107-09 Pierce Street, legally described as N 3' Lot 8, Lot 9, Block 64, Sioux City East Addition, Sioux City, Woodbury County, Iowa.

5. Lot One (1) except the North Sixty-one (61) feet and Four (4) inches thereof, and the East Twelve (12) of the South Fifty-five and six-tenths (55.6) feet of Lot Two (2) in Block Thirty (30), Hornick's Addition to Sioux City, Third Filing, in the County of Woodbury and State of Iowa.

6. Lot Three (3) and the South Half (S 1/2) of Lot Two (2) in Block Seventy-one (71) of Sioux City East Addition, County of Woodbury and State of Iowa.

7. Lot Eleven (11) Block Seventy-two (72) Sioux City East Add. to Sioux City, Iowa.

8. The East One Third of Lot One, Block Seventy One and the East One Third of the North One Half of Lot two, Block Seventy One, Sioux City East Addition in Woodbury County, Iowa.

9. West 60 feet of Lots 7 & 8, Block 70, Sioux City East Add. Sioux City, Woodbury County, Iowa.

10. Lot 10, Block 72, Sioux City East Addition, in Sioux City, Iowa.

11. Lots 29 and 30, Block 3, of Golf View, Second Filing, an Addition to Sioux City, Iowa, in the County of Woodbury and State of Iowa.

Subject to contracts of sale and Grantor herein transfers and assigns to Grantee all of their right, title and interest in and to said contract and the property therein described.

(No. 24)

Jimmy M. Cosier a/k/a Jim M. Cosier and
Arlene Rose Cosier a/k/a Arlene R. Cosier,
husband and wife

QUIT CLAIM DEED

Dated: April 29, 1986

Filed: May 9, 1986 at 08:00 AM

Roll 170, Image 28

to

Jimmy M. Cosier, Trustee under terms of
Trust Agreement executed April 29, 1986

Quit claims the following described real estate, to-wit:

* * *

An undivided one-half interest to the following described properties, to-wit:

1. The West Forty-nine and one-half (49 1/2) feet of the North Ten (10) feet of Lot Eleven (11) and the West Forty-nine and one-half (49 1/2) feet of Lot Twelve (12), Block Sixty-one (61), Sioux City East Addition, Sioux City, Woodbury County, Iowa.

2. That part of the East One Hundred Ten (110) Feet of Lot Seven (7), lying north of South Forty-seven (47) Feet, and the East One Hundred Ten (110) Feet of the South Forty-seven (47) Feet of Lot Eight (8), and South Twenty-two (22) Feet of the North Twenty-five (25) Feet of the West Forty (40) Feet of Lot Eight (8), all in Block Sixty-four (64), Sioux City, East Addition in the County of Woodbury and State of Iowa.

3. The West Eighty-nine (89) Feet of Lot Six (6) and the West Eighty-nine (89) Feet of the South Half (S 1/2) of Lot Five (5) in Block Sixty-eight (68), Sioux City East Addition, in the County of Woodbury, State of Iowa.

4. Dwelling at 1107-09 Pierce Street, legally described as N 3' Lot 8, Lot 9, Block 64, Sioux City East Addition, Sioux City, Woodbury County, Iowa.

5. Lot One (1) except the North Sixty-one (61) feet and Four (4) inches thereof, and the East Twelve (12) of the South Fifty-five and six-tenths (55.6) feet of Lot Two (2) in Block Thirty (30), Hornick's Addition to Sioux City, Third Filing, in the County of Woodbury and State of Iowa.

6. Lot Three (3) and the South Half (S 1/2) of Lot Two (2) in Block Seventy-one (71) of Sioux City East Addition, County of Woodbury and State of Iowa.

7. Lot Eleven (11) Block Seventy-two (72) Sioux City East Add. to Sioux City, Iowa.

8. The East One Third of Lot One, Block Seventy One and the East One Third of the North One Half of Lot two, Block Seventy One, Sioux City East Addition in Woodbury County, Iowa.

9. West 60 feet of Lots 7 & 8, Block 70, Sioux City East Add. Sioux City, Woodbury County, Iowa.

10. Lot 10, Block 72, Sioux City East Addition, in Sioux City, Iowa.

11. Lots 29 and 30, Block 3, of Golf View, Second Filing, an Addition to Sioux City, Iowa, in the County of Woodbury and State of Iowa.

(No. 25)

Arlene R. Cosier and Arlene R. Cosier,
Trustee

to

The Public

DECLARATION OF TRUST

Dated: April 29, 1986

Filed: May 9, 1986 at 08:00 AM

Roll 170, Image 31

THIS DECLARATION OF TRUST is executed this April 29, 1986, in Sioux City, Iowa, by and between Arlene R. Cosier of Sioux City, Iowa, as "Grantor", and Arlene R. Cosier, hereinafter referred to as "Trustee".

ON THE DATE FIRST ABOVE WRITTEN, a Trust Agreement was executed between the Grantor and the Trustee, establishing a Revocable Trust containing the following powers of the Trustee, which are set out in Article XI of the Trust Agreement.

ARTICLE XI.

In addition to, and not in limitation of, all common law and statutory authority, the Trustee shall have the following powers, with regard to both real and personal property, with respect to this trust:-

(A) To sell, convey, transfer, and assign, in whole or in part, at public or private sale without appraisal and without approval of any Court, upon any terms which it deems advisable and without liability upon any person, dealing with the Trustee, to see to the application of any money from the property delivered to it.

(B) To borrow money for any purpose, either from the Banking Department of Trustee or from others, with or without giving security therefor; to mortgage, to pledge, to lease, with or without option to purchase, upon any terms and for such consideration as it may deem advisable, and even though such mortgage, pledge, or lease extends beyond the terms of said trust.

(C) To operate any business or enterprise owned by me, or in which I may have an interest at the time of my death.

(D) To retain any investments made by me, and, in its uncontrolled judgment, to purchase, acquire, invest, reinvest in, and sell any type of real and personal property, including, but not limited to, bonds, stocks, both preferred and common, shares and participation in investment companies and investment trusts, any corporate or government securities, even though any such investments above enumerated, may be of a kind or in an amount which ordinarily would not be considered suitable for a trust investment; to keep any or all securities or other property in the name of some other person or corporation, or nominee of the Trustee, with or without a Power of Attorney for their transfer attached, or in the name of Trustee without disclosing its fiduciary capacity.

(E) To vote, * * * oppose any plans for Illegible consolidation, merger, Illegible refinancing, or liquidation of any corporation, association, or other organization of which it holds shares, obligations, of other securities, and to exercise any conversions or subscription rights pertaining to any stocks, bonds, or other securities held; and to become a party to any voting Trust Agreement it may choose.

(F) To pay, compromise, or contest any claim or other matter, directly or indirectly affecting the trust estate.

(G) To employ counsel, or other agents, for any of the above or other purposes, particularly with regard to the making of investments and to determine whether or not to act upon his or their advice.

The Trustee shall not be obliged to see to the application of the funds so paid, but the Receipt of the person, to whom the funds were paid, shall be full acquittance of the Trustee.

(I) To hold the assets of the several trusts, shares, or portions of trust, created by this Will, as a single fund for joint investment and management, without the need for physical segregation, dividing the income proportionately among them. Segregation of the various trusts, shares, or portions need only be made on the books of the Trustee for accounting purposes.

(J) To receive proceeds of any insurance policies on my life and to receive money or property from any other source and administer such proceeds, funds, and property the same as if they were originally a part of the trust estate.

(K) To enter into any transaction, authorized by this Item, with Trustees, Executors, or Administrators of other trusts or estates, in which any Beneficiary hereunder has any interest, even though any such Trustee or representative is also Trustee hereunder; and, in any such transaction, to purchase property or make loans on Notes secured by property, even though similar or identical property constitutes all or a large proportion of the balance of the trust estate, and to retain any such property or Note with the same freedom as if it had been an original part of the trust estate.

(L) The Trustee is specifically relieved from any requirement to file accountings or reports with any Court. The Trustee shall, at least once each year, make an accounting to all adult Beneficiaries of the Trust, and the approval of such adult Beneficiaries shall release and relieve the Trustee from any liability for its actions occurring during the period covered by the accounting. The Trustee shall be entitled to reasonable compensation for services in administering and distributing the trust property, and to reimbursement for expenses. The Trustee herein nominated, including its successors, shall serve without bond.

(M) If Trustee determines that a trust has become reduced in size to the point that the continued administration of it has become unduly expensive and not in the best interests of the beneficiaries, Trustee shall distribute the balance of principal and accumulated income to the beneficiaries who are then entitled to receive the income or to have the income accumulated for their benefit.

All such judgments, decisions, and actions, made by the Trustee in carrying out the above powers, shall be conclusive on all parties in interest, unless the same be made in bad faith.

(No. 26)

Jimmy M. Cosier and Jimmy M. Cosier,
Trustee

to

The Public

DECLARATION OF TRUST

Dated: April 29, 1986

Filed: May 9, 1986 at 08:00 AM

Roll 170, Image 34

THIS DECLARATION OF TRUST is executed this April 29, 1986, in Sioux City, Iowa, by and between Jimmy M. Cosier, of Sioux City, Iowa, as "Grantor", and Jimmy M. Cosier, hereinafter referred to as "Trustee".

ON THE DATE FIRST ABOVE WRITTEN, a Trust Agreement was executed between the Grantor and the Trustee, establishing a Revocable Trust containing the following powers of the Trustee, which are set out in Article XI of the Trust Agreement.

(B) To borrow money for any purpose, either from the Banking Department of Trustee or from others, with or without giving security therefor; to mortgage, to pledge, to lease, with or without option to purchase, upon any terms and for such consideration as it may deem advisable, and even though such mortgage, pledge, or lease extends beyond the terms of said trust.

(C) To operate any business or enterprise owned by me, or in which I may have an interest at the time of my death.

(D) To retain any investments made by me, and, in its uncontrolled judgment, to purchase, acquire, invest, reinvest in, and sell any type of real and personal property, including, but not limited to, bonds, stocks, both preferred and common, shares and participation in investment companies and investment trusts, any corporate or government securities, even though any such investments above enumerated, may be of a kind or in an amount which ordinarily would not be considered suitable for a trust investment; to keep any or all securities or other property in the name of some other person or corporation, or nominee of the Trustee, with or without a Power of Attorney for their transfer attached, or in the name of Trustee without disclosing its fiduciary capacity.

(E) To vote, * * * oppose any plans for Illegible consolidation, merger, Illegible refinancing, or liquidation of any corporation, association, or other organization of which it holds shares, obligations, of other securities, and to exercise any conversions or subscription rights pertaining to any stocks, bonds, or other securities held; and to become a party to any voting Trust Agreement it may choose.

(F) To pay, compromise, or contest any claim or other matter, directly or indirectly affecting the trust estate.

(G) To employ counsel, or other agents, for any of the above or other purposes, particularly with regard to the making of Investments and to determine whether or not to act upon his or their advice.

(H) To make payments to, or for the benefit of, any Beneficiary (specifically including any Beneficiary under legal disability) in any of the following ways:-

- (1) directly to the Beneficiary;
- (2) directly for the support, health, maintenance, and education of the Beneficiary;
- (3) to the legal or natural Guardian of the Beneficiary; or
- (4) to anyone who, at the time, shall have custody and care of the person of the Beneficiary.

The Trustee shall not be obliged to see to the application of the funds so paid, but the Receipt of the person, to whom the funds were paid, shall be full acquittance of the Trustee.

(I) To hold the assets of the several trusts, shares, or portions of trust, created by this Will, as a single fund for joint investment and management, without the need for physical segregation, dividing the income proportionately among them. Segregation of the various trusts, shares, or portions need only be made on the books of the Trustee for accounting purposes.

(J) To receive proceeds of any insurance policies on my life and to receive money or property from any other source and administer such proceeds, funds, and property the same as if they were originally a part of the trust estate.

(K) To enter into any transaction, authorized by this Item, with Trustees, Executors, or Administrators of other trusts or estates, in which any Beneficiary hereunder has any interest, even though any such Trustee or representative is also Trustee hereunder; and, in any such transaction, to purchased property or make loans on Notes secured by property, even though similar or identical property constitutes all or a large proportion of the balance of the trust estate, and to retain any such

beneficiaries, Trustee shall distribute the balance of principal and accumulated income to the beneficiaries who are then entitled to receive the income or to have the income accumulated for their benefit.

All such judgments, decisions, and actions, made by the Trustee in carrying out the above powers, shall be conclusive on all parties in interest, unless the same be made in bad faith.

(No. 27)

Arlene R. Cosier and Jimmy M. Cosier,
Trustees under terms of Trust Agreement
executed April 29, 1986

WARRANTY DEED

Dated: April 1, 2002
Filed: April 3, 2002 at 08:00 AM
Roll 533, Image 1731

to

Jimmy E. Cosier

Convey(s):

The West Eighty-nine (89) feet of Lot Six (6) and the West Eighty-nine (89) Feet of the South Half (S 1/2) of Lot Five (5) in Block Sixty-eight (68), Sioux City East Addition, in the County of Woodbury and State of Iowa.

Subject to and together with easements and restrictions of record, if any).

This deed is given in fulfillment of a Real Estate Contract, a Memorandum of Agreement regarding said contract was dated February 15, 1978, recorded February 15, 1978 on Roll 74 at Image 1502 of the records of the County Recorder of Woodbury County, Iowa. Grantors do not warrant title against any liens or encumbrances not created by them after the date of such Memorandum of Agreement.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

(No. 28)

Jimmy E. Cosier and Faith M. Cosier,
husband and wife

WARRANTY DEED - JOINT TENANCY

Dated: April 5, 2002
Filed: April 5, 2002 at 09:45 AM
Roll 534, Image 218

to

Jimmy E. Cosier and Faith M. Cosier,
husband and wife, as Joint Tenants with Full
Rights of Survivorship, and not as Tenants
in Common

Convey(s):

(No. 29)

Jimmy E. Cosier and Faith M. Cosier,
husband and wife

to

Castle on the Hill Limited Liability Company

WARRANTY DEED

Dated: June 14, 2002

Filed: June 17, 2002 at 03:00 PM

Roll 542, Image 1270

Convey(s):

The West Eighty-nine (89) feet of Lot Six (6) and the West Eighty-nine (89) Feet of the South Half (S 1/2) of Lot Five (5) in Block Sixty-eight (68), Sioux City East Addition, in the County of Woodbury and State of Iowa.

Subject to and together with easements and restrictions of record, if any.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

(No. 30)

Castle on the Hill Limited Liability Company,
an Iowa limited liability company
By: NuStyle Investment Corporation,
a Nebraska corporation, Managing Member
By: President

to

TierOne Bank

**MORTGAGE, ASSIGNMENT OF RENTS
AND SECURITY AGREEMENT
(OPEN-END)**

Dated: June 24, 2002

Filed: June 28, 2002 at 10:45 AM

Roll 544, Image 44

Encumber(s):

PARCEL A: All of Block Sixty-nine (69), and the vacated alleys therein, together with the North One (1) Foot of that part of the vacated Twelfth Street which abuts thereon, Sioux City East Addition, in the County of Woodbury and State of Iowa.

PARCEL B: Lot Four (4), and the North one-half (N 1/2) of Lot Five (5), Block Sixty-Eight (68) Sioux City East Addition to the City of Sioux City, Woodbury County, Iowa.

PARCEL C: The West Eighty-nine (89) feet of Lot Six (6) and the West Eighty-nine (89) feet of the South one-half (S 1/2) of Lot Five (5), Block Sixty-Eight (68) Sioux City East Addition to the City of Sioux City, Woodbury County, Iowa.

NOTICE: This Mortgage secures credit in the amount of \$8,000,000.00. 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.

(No. 31)

Castle on the Hill Limited Liability Company
an Iowa limited liability company
By: NuStyle Investment Corporation,
a Nebraska corporation, Managing Member
By: President

ASSIGNMENT OF LEASES AND RENTS

Dated: June 24, 2002
Filed: June 28, 2002 at 10:45 AM
Roll 544, Image 59

to

TierOne Bank

Assignor assigns, transfers and sets over unto Assignee, all rents, issues and profits derived from (same real estate described at Entry No. 30) secured by the mortgage executed by Castle on the Hill Limited Liability Company, dated June 24, 2002 in the original principal amount of \$6,845,000.,00.

(No. 32)

Castle on the Hill Limited Liability Company

UCC FINANCING STATEMENT

to

Dated: Not Dated
Filed: June 28, 2002 at 10:45 AM
Roll 544, Image 70

TierOne Bank

UNIFORM COMMERCIAL CODE FINANCING STATEMENT

This Financing Statement covers the following types or items of Property:

All of Debtor's right, title and interest in and to that personal property ("Collateral") described on Exhibit "A" attached hereto and incorporated herein by this reference.

**EXHIBIT "A"
TO FINANCING STATEMENT**

A. All structural and mechanical components of any structures, buildings, and improvements erected or placed upon the PROPERTY described on the foregoing Exhibit "B," together with all trees, shrubs, flowers, drains and drainage rights appurtenant to, located on, under, or above or used in connection with the PROPERTY and the improvements situated thereon, or any part thereof, whether now existing or hereafter created or acquired;

B. All goods, inventory, machinery, equipment, apparatus, fixtures, furniture, furnishings, appliances, including without limitation all built-in furniture and installations, shelving, partitions, door-stops, vaults, elevators, dumbwaiters, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for the same, fire sprinklers, alarm systems, drapery rods and brackets, screens, linoleum, carpets, plumbing, refrigerators, freezers, heating units, stoves, ovens, water heaters, incinerators, furniture and furnishings, communication systems, all specifically designed installations and furnishings, and all of said articles of property now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the PROPERTY, all building materials and equipment now or hereafter delivered to the PROPERTY and intended to be installed or placed in or about the improvements, items held for sale or lease, items

coming due immediately prior to the expiration of said terms; in addition all amounts paid or to be paid by the federal or state government or any governmental agency to or on behalf of DEBTOR or any tenant arising from the use or enjoyment of all or any portion of the Premises;

D. All deposit accounts of DEBTOR maintained at the offices or any branch of SECURED PARTY;

E. All rights, title and interest of DEBTOR in any and all building permits, and any other permits, licenses or authorization required by the governmental authorities having or exercising jurisdiction over the PROPERTY, all rights to performance or payment of any other nature which DEBTOR has or may have in the future under any contract or agreement regarding the PROPERTY, all rights to the names under or by which the PROPERTY may at any time be operated or known, and all rights to carry on business under any such names, logos and goodwill in any way relating to the PROPERTY, and all general intangibles, payment intangibles and software now or hereafter associated with or arising from the PROPERTY;

F. All documents of membership and any owners or members association or similar group having responsibility for managing or operating any part of the PROPERTY; all claims and causes of action relating to, arising, or derived from the PROPERTY;

G. All proceeds (including claims and demands therefore) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance (Insurance Proceeds) and condemnation awards on the PROPERTY (Condemnation Proceeds) (all of such proceeds hereinafter called "Proceeds").

Whether now owned or hereafter acquired or arising, and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements thereof, and all proceeds and products of the foregoing wherever located.

The above goods are to become fixtures on:

PARCEL A: All of Block Sixty-nine (69), and the vacated alleys therein, together with the North One (1) Foot of that part of the vacated Twelfth Street which abuts thereon, Sioux City East Addition, in the County of Woodbury and State of Iowa.

PARCEL B: Lot Four (4), and the North one-half (N 1/2) of Lot Five (5), Block Sixty-Eight (68) Sioux City East Addition to the City of Sioux City, Woodbury County, Iowa.

PARCEL C: The West Eighty-nine (89) feet of Lot Six (6) and the West Eighty-nine (89) feet of the South one-half (S 1/2) of Lot Five (5), Block Sixty-Eight (68) Sioux City East Addition to the City of Sioux City, Woodbury County, Iowa.

For further particulars, see record.

(No. 33)

Iowa Department of Economic
Development
By: Division Administrator

and

Castle on the Hill Limited Liability Company
By: President

**AGREEMENT FOR COVENANTS AND
RESTRICTIONS (RENTAL PROPERTY)**

Dated: June 20, 2002
Filed: July 8, 2002 at 09:45 AM
Roll 545, Image 621

WHEREAS, the IDED has been designated as the Administrative Entity of the HOME Investment Partnership Program (the "Program") by the Governor of the State of Iowa; and

WHEREAS, the Recipient has applied for and received approval for funding from the Program, and has entered into Master Contract Number 01-HM-410 and Funding Agreement Number 01-HM-410-28 by and between the Recipient and the IDED (the "Contract"), and

WHEREAS, pursuant to the Contract, the IDED will make an award in the amount of \$700,000 (the "Award") to the Recipient for the purpose of financing a portion of the costs of the Project described in Exhibit A to the Funding Agreement (the "Project") to be located on the real estate described in Attachment A hereto; and

WHEREAS, the Project will be economically feasible for the Recipient because of the Award funds received through the Program; and

WHEREAS, in accordance with the Contract, the Recipient is required to provide certain Housing Benefits for Very-Low, Low-and-Moderate-Income Facilities as set forth in the Master Contract and Funding Agreement, and is further required to comply throughout the term of Exhibit A of the Funding Agreement with the requirements and covenants set forth in the Master Contract and Funding Agreement; and

WHEREAS, as a condition to receipt of Award proceeds, and in order to help ensure compliance by the Recipient and any future owner of the Project with the requirements and covenants set forth in the Master Contract and Funding Agreement throughout the required period of time as set forth on Exhibit A of the Funding Agreement, so as to maintain the housing benefits for which assistance has been provided through the Program and therefore protect the investment of the IDED and the Program in the Project, and in order to give the IDED the ability to fulfill its obligations under the Program to ensure such compliance, certain covenants and restrictions enforceable by the IDED must be placed on the real estate described in Attachment A hereto governing the use of the Project, which covenants and restrictions shall run with the land and be binding on the Recipient and its successors or assigns,

NOW, THEREFORE, in consideration of the premises and for other valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Recipient, for itself and for its successors or assigns, makes the following covenants as to the use of the Project:

(a) The Project shall constitute an eligible project in compliance with the Program as described in the Contract, and the Recipient shall comply with all of the requirements of the Program and shall own, operate and manage the Project as set forth as an eligible project for at least 10 years beyond the Work Completion Date;

(b) All of the proceeds of the Award shall be spent on eligible costs of the Project, in accordance with the Iowa HOME Program Schedule attached as Exhibit A to the Funding Agreement;

(c) The Project shall be completed so as to provide the Project Benefits as required by and specified in 24 CFR Part 92 and as referenced in the Contract;

(d) Throughout at least the Term of Affordability, the Recipient will maintain income targeting as specified in Section 92.216 of 24 CFR Part 92;

(e) Throughout at least the Term of Affordability, the Recipient will maintain rent limitations as specified in Section 92.252 of 24 CFR Part 92, the Master Contract and the Funding Agreement;

(f) Throughout at least the Term of Affordability, the Recipient shall: conduct inspections of

Affordability. Notwithstanding any other provisions of this Agreement, this entire Agreement, or any of the provisions or paragraphs hereof, may be terminated upon written agreement by the IDED and the Recipient.

3. Notwithstanding the provisions of Paragraph 2 above, such covenants shall cease to apply to the real estate described in Attachment A and the Project thereon prior to the end of the Term of Affordability, in the event of involuntary noncompliance therewith caused by a fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in a federal law or action of a federal agency after the date of making of the Award which prevents the IDED or its successors or assigns from enforcing the covenants, or condemnation or similar event, but only if, within a reasonable period, amounts received as a consequence of such event are used to provide a project which meets the requirements of the Program.

4. Notwithstanding the provisions of Paragraph 3 above, if once the Project has been subject to foreclosure, transfer of title by deed in lieu of foreclosure or similar event, and at any time during the part of the Term of Affordability subsequent to such event, the Recipient or a related person to the Recipient obtains an ownership interest in the Project for tax purposes, the covenants herein shall once again run with the real estate described in Attachment A hereto and the Project thereon and be binding on the Recipient or such related person and their respective successors or assigns for the remainder of the Term of Affordability.

5. This Agreement may be amended only by an amendment in writing executed by the parties hereto.

6. Except for the rental of units in the Project to tenants, the Recipient hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project or any interest therein without obtaining the prior written consent of the IDED, which shall be conditioned solely upon receipt of evidence satisfactory to the IDED that the Recipient's purchaser or transferee (i) has assumed in writing and in full the Recipient's duties and obligations under this Agreement and the Master Contract and Funding Agreement; (ii) has the financial capability to carry out such obligations; and (iii) is knowledgeable in the operation and management of facilities similar to the Project facilities. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Project in violation of this Section may be ineffective to relieve the Recipient of its obligations under this Agreement and the Master Contract and Funding Agreement.

7. If the Recipient defaults in the performance or observance of any covenant, agreement or obligation of the Recipient set forth in this Agreement, and if such default remains uncured for a period of thirty (30) days after notice thereof shall have been given by the IDED to the Recipient (or for a period of sixty (60) days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 30-day period, and if the Recipient commences same within such 30-day period and thereafter diligently and continuously pursues the same to completion within such 60-day period), then the IDED may declare that the Recipient is in default hereunder and may take any one or more of the following steps, at its option:

(a) by mandamus or other suit, action or proceeding at law or in equity, require the Recipient to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the IDED hereunder, or obtain damages caused to the IDED by any such default;

(b) have access to and inspect, examine and make copies of all of the books and records of the Recipient pertaining to the Project;

(c) declare a default under the Master Contract and Funding Agreement and make no further disbursements of Award proceeds, and demand immediate repayment from Recipient of some or all of the Award proceeds previously disbursed to Recipient; and

9. This Agreement shall be governed by the laws of the State of Iowa.

10. Any notice required to be given hereunder shall be given by registered or certified mail at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto:

IDED: Iowa Department of Economic Development
Community Development Division 200 East Grand Avenue
Des Moines, IA 50309
Attention: HOME Program

Recipient/Contractor: Castle on the Hill Limited Liability Company
Castle on the Hill, L.L.C.
1025 Leavenworth Street
Omaha, NE 68102

11. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

12. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original.

13. All of the rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Attached thereto is the following:

Attachment A
LEGAL DESCRIPTION

All of Block sixty-nine (69), and the vacated alleys therein, together with the North one (1) foot of that part of vacated Twelfth St. which abuts thereon, Sioux City East Addition, in the county of Woodbury and State of Iowa.

Parking lot parcel 027180 1208 Jackson St., Sioux City, IA Lot 4, North one-half of Lot 5, Block 68, Sioux City East Addition.

(No. 34)

Castle on the Hill Limited Liability Company
By: Pres NIC, M.M.

to

Iowa Department of Economic Development

MORTGAGE

Dated: June 20, 2002
Filed: July 8, 2002 at 09:45 AM
Roll 545, Image 628

Encumber(s):

All of Block sixty-nine (69), and the vacated alleys therein, together with the North one (1) foot of that part of vacated Twelfth St. which abuts thereon, Sioux City East Addition, in the county of Woodbury and State of Iowa.

(No. 35)

Edward W. Mieras and Lois E. Mieras,
husband and wife

to

Rex D. Barber

WARRANTY DEED

Dated: October 30, 1980
Filed: October 30, 1980 at 03:05 PM
Roll 105, Image 466

Convey(s):

The East Sixty-one (E 61') Feet of the South One-half (S 1/2) of Lot Five (5) and the East Sixty-one (E 61') Feet of Lot Six (6), all in Block Sixty-eight (68) of Sioux City East Addition, in the County of Woodbury and State of Iowa.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the described premises.

(No. 36)

Upon the Petition of
Jeanette M. Barber,
Petitioner

Equity No. 9583

And Concerning
Rex D. Barber,
Respondent

PETITION FOR DISSOLUTION OF MARRIAGE filed March 21, 1985, states the minor child of the parties who is presently seventeen years of age whose welfare may be affected by this action.

DECREE entered January 13, 1986, wherein it is ordered the marriage of the parties is dissolved.

The real estate known as 1905-1907 Rebecca Street, Sioux City, Iowa, is awarded to the Petitioner, and Respondent shall have no right, title or interest therein.

The other real estate in which the parties or either of them had or have an interest should be divided equally between the parties.

(No. 37)

Hallie L. Sargisson, Woodbury County
Treasurer

TREASURER'S TAX DEED

Dated: April 17, 1987
Filed: April 20, 1987 at 08:00 AM

situated in the County of Woodbury and State of Iowa, was subject to taxation for the years 1981-82 1982-83 and 1983-84, and the taxes assessed thereon for the year 1981-82, 1982-83 and 1983-84, aforesaid remained due and unpaid at the date of the sales hereinafter named; and said real estate having previously been advertised and offered for two years or more and remained unsold for want of bidders;

And the Treasurer of said county, having on June 17, 1985 by virtue of the authority in him vested by law, at (an adjournment of) the sale begun and publicly held on the third Monday of June, 1985, exposed to public sale at the office of the County Treasurer in the County aforesaid, in substantial conformity with all the requirements of the Statute, the real property above described.

And at the time and place aforesaid, no bid was received, or the bid received was less than the whole amount of the delinquent general taxes, interest and costs, the County of Woodbury, State of Iowa, through its Board of Supervisors did bid in said real property in accordance with the provisions of Section 446.19 of the 1950 Code of Iowa, for \$5,398.89 Five thousand three hundred ninety eight Dollars and eighty-nine Cents, and said property was stricken off to said County;

* * *

And by the affidavit of Hallie L. Sargisson, Woodbury County Treasurer filed in said Treasurer's Office on January 14, 1987, it appears that notice has been given more than ninety days before the execution of these presents to Rex D. Barber, party to whom taxed; Rex D. Barber, party in possession; and Thorpe Credit, Inc. mortgagee; and City of Sioux City, Iowa on the expiration of the time of redemption allowed by law; and one year having elapsed since the date of said sale; and said property having not been redeemed therefrom;

(No. 38)

Woodbury County, Iowa
By: County Auditor

to

The Public

**AFFIDAVIT OF ADVERSE POSSESSION
UNDER TAX DEED**

Dated: August 25, 1994
Filed: August 25, 1994 at 08:30 AM
Roll 314, Image 198

State of Iowa, County of Woodbury) ss:

I, Donald Linduski, being first duly sworn, on oath depose and say that on April 17, 1987 the county treasurer issued a tax deed to Woodbury County for the following described parcel:

East Sixty-one feet of South one-half (E 61' of S 1/2) of Lot Five (5) in Block Sixty-eight (68) and East Sixty-one feet (E 61') of Lot Six (6) in Block Sixty-eight (68) of Sioux City East Addition, City of Sioux City, Woodbury County, Iowa.

that the tax deed was filed for record in the office of the county recorder of Woodbury County, Iowa on April 20, 1987 and appears in the records of the office in Woodbury County as recorded in Roll 185 Image 1199 of the County Records; and that Woodbury County is now in possession of the parcel and claims title to the parcel by virtue of the tax deed, or purported tax title.

Any person claiming any right, title, or interest in or to the parcel adverse to the title or purported title by virtue of the tax deed referred to shall file a claim with the recorder of the county

(No. 39)

Woodbury County, Iowa
By: Chairman of the Board of Supervisors

QUIT CLAIM DEED

Dated: June 4, 2002
Filed: June 20, 2002 at 02:00 PM
Roll 543, Image 130

to

NuStyle Development Corporation

Quit claims the following described real estate, to-wit:

Parcel #027210

East Six (6) Feet of South one-half (1/2) of Lot Five (5) and East Sixty-One (61) Feet of Lot Six (6) of Block Sixty-Eight (68). Sioux City East Addition.

709-711 12th Street, Sioux City, Iowa 51105.

Attached thereto are the following:

RESOLUTION OF THE BOARD OF SUPERVISORS
OF WOODBURY COUNTY, IOWA:
RESOLUTION # 9574

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of: By Nustyle Development Corporation in the sum of Four-Thousand and Fifty-Seven Dollars and No/100 Cents (\$4,057.00).

For the following described real estate, To Wit:

Parcel #027210

East Six (6) Feet of South one-half (1/2) of Lot Five (5) and East Sixty-One (61) Feet of Lot Six (6) of Block Sixty-Eight (68). Sioux City East Addition.

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

BE IT RESOLVED that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

BE IT RESOLVED that per Code of Iowa Section 569.8(3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

BE IT FURTHER RESOLVED that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed for the said premises to the said purchaser.

SO DATED this June 4, 2002.

Larry D. Clausen
Chairman of the Board of Supervisors of
Woodbury County, Iowa

State of Iowa, County of Woodbury) ss:

The undersigned, of said County, being duly sworn, on oath states that the undersigned is an employee of The Sioux City Journal, printed and published by Sioux City Newspapers, Inc., at Sioux City, in said County and issued daily and Sunday and that the annexed printed notice Resolution # 9569 was regularly published in said newspaper for One consecutive Tuesday issues, the first publication thereof being on May 28, 2002.

Ron Peterson, Publisher

Attached Notice Recites:

RESOLUTION \$9569
NOTICE OF PROPERTY SALE
Parcel #027210

WHEREAS Woodbury County, Iowa was the owner under a tax deed of a certain parcel of real estate described as:

Parcel #027210

East Six (6) Feet of South one-half (1/2) of Lot Five (5) and East Sixty-One (61) Feet of Lot Six (6) of Block Sixty-Eight (68), Sioux City East Addition.

NOW THEREFORE,

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on the aforesaid proposal shall be held on June 4, 2002, at 10:15 o'clock a.m. in the meeting room of the Board of Supervisors on the first floor of the Woodbury County Courthouse.
2. That said Board proposes to sell the said parcel of real estate at a public auction to be held on June 4, 2002, immediately following the closing of the public hearing.
3. That said Board proposes to sell the said real estate to the highest bidder at or above a total minimum bid of \$4,057.00 plus recording fee.

Dated this May 21, 2002.

Woodbury County Board of Supervisors

Larry Clausen, Chairman

ATTEST:
Patrick F. Gill
Woodbury County Auditor
and Recorder
Published in the Sioux City Journal May 28, 2002.

]

(No. 40)

East Sixty-one Feet of South one-half (E 61' S 1/2) of Lot Five (5) in block Sixty-eight (68) and East Sixty-One Feet (E 61') of Lot Six (6) of Block Sixty-eight (68) of Sioux City East Addition to City of Sioux City, Woodbury County, Iowa.

709-711 12th Street, Sioux City, Iowa 51105.

Corrected Deed Roll 543 Image 130-132.

Recorded to Correct Legal Description

Attached thereto are the following:

RESOLUTION OF THE BOARD OF SUPERVISORS
OF WOODBURY COUNTY, IOWA:
RESOLUTION # 9581
(Correction of Legal Description)

BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa, that the offer at public auction of:

By Nustyle Development Corporation in the sum of Four-Thousand and Fifty-Seven Dollars and No/100 Cents (\$4,057.00).

For the following described real estate, To Wit:

Parcel #027210

East Sixty-one Feet of South one-half (E 61' S 1/2) of Lot Five (5) in block Sixty-eight (68) and East Sixty-One Feet (E 61') of Lot Six (6) of Block Sixty-eight (68) of Sioux City East Addition to City of Sioux City, Woodbury County, Iowa.

Now and included in and forming a part of the City of Sioux City, Iowa, the same is hereby accepted: said Amount being a sum LESS than the amount of the general taxes, interests, costs and penalties against the said Real Estate.

BE IT RESOLVED that payment is due by close of business on the day of passage of this resolution or this sale is null and void and this resolution shall be rescinded.

BE IT RESOLVED that per Code of Iowa Section 569.8 (3 & 4), a parcel the County holds by tax deed shall not be assessed or taxed until transferred and upon transfer of a parcel so acquired gives the purchaser free title as to previously levied or set taxes. Therefore, the County Treasurer is requested to abate any taxes previously levied or set on this parcel(s).

BE IT FURTHER RESOLVED that the Chairman of this Board be and he is hereby authorized to execute a Quit Claim Deed for the said premises to the said purchaser.

SO DATED July 16, 2002.

Larry D. Clausen
Chairman of the Board of Supervisors of
Woodbury County, Iowa

CERTIFICATE OF AUDITOR

I hereby certify that the above and foregoing resolution was duly and legally passed by the Board of

City, in said County and issued daily and Sunday and that the annexed printed ___ notice Resolution #9579 was regularly published in said newspaper for one consecutive Tuesday issues, the first publication thereof being on July 9, 2002.

Ron Peterson, Publisher

Attached Notice recites:

RESOLUTION #9579
Correction of Legal Description
Previously Published in the Sioux City Journal May 28, 2002

NOTICE OF PROPERTY SALE

Parcel #027210

WHEREAS Woodbury County, Iowa was the owner under a tax deed of a certain parcel of real estate described as:

Parcel #027210

East Sixty-one Feet of South one-half (E 61' S 1/2) of Lot Five (5) in block Sixty-eight (68) and East Sixty-One Feet (E 61') of Lot Six (6) of Block Sixty-eight (68) of Sioux City East Addition to City of Sioux City, Woodbury County, Iowa.

(709-711 12th Street, Sioux City, Iowa 51105)

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of Woodbury County, Iowa as follows:

1. That a public hearing on the aforesaid proposal shall be held on July 16, 2002, in the meeting room of the Board of Supervisors on the first floor of the Woodbury County Courthouse.

Dated this July 2, 2002.

Woodbury County Board of Supervisors

Larry Clausen, Chairman

ATTEST:

Patrick F. Gill
Woodbury County Auditor
and Recorder
Published in the Sioux City Journal July 9, 2002.

(No. 41)

TierOne Bank by Senior Vice President
and

Loan Modification Agreement
Dated December 30, 2002
Filed January 8, 2003 at 9:45 AM
Roll 571, Image 831

PARCEL A: All of Block Sixty-nine (69), and the vacated alleys therein, together with the North One (1) Foot of that part of the vacated Twelfth Street which abuts thereon, Sioux City East Addition, in the County of Woodbury and State of Iowa.

PARCEL B: Lot Four (4), and the North one-half (N 1 /2) of Lot Five (5), Block Sixty-Eight (68) Sioux City East Addition to the City of Sioux City, Woodbury County, Iowa.

PARCEL C: The West Eighty-nine (89) feet of Lot Six (6) and the West Eighty-nine (89) feet of the South one-half (S 1 /2) of Lot Five (5), Block Sixty-Eight (68) Sioux City East Addition to the City of Sioux City, Woodbury County, Iowa.

PARCEL D: East Sixty-one Feet of South one-half (E61' S 1/2) of Lot Five (5) in Block Sixty-eight (68) and East Sixty-one Feet (E 61 ') of Lot Six (6) of Block Sixty-eight (68) of Sioux City East Addition to the City of Sioux City, Woodbury County, Iowa.

2. The Assignment of Leases and Rents dated June 24, 2002, the Construction Loan Agreement dated June 24, 2002 and all other loan documents evidencing or securing the indebtedness evidenced by the Notes are further amended and modified to the extent of the foregoing modification of the Mortgage set forth in paragraph 1 herein above.

3. Except as expressly modified by the terms hereof, all of the terms and provisions of the Mortgage and Notes, and all other loan documents evidencing or securing said indebtedness, are hereby ratified and shall remain in full force and effect. By execution hereof, Mortgagor and Mortgagee concur with all provisions contained in this Modification Agreement.

(Entry No. 30)

(No. 42)

NuStyle Development Corporation
By President and By Secretary

to

Castle on the Hill Limited Liability Company

Warranty Deed
Dated January 28, 2003
Filed February 4, 2003 at 9:10 AM
Roll 574, Image 1736

CONVEYS: East Sixty-one feet of south one-half of Lot 5 in Block 68 and East 61 feet of Lot 6 of Block 58 of Sioux City East Addition to City of Sioux City, Woodbury County, Iowa.

(No. 43)

The Sioux City Community School District
by President of the Board and by Secretary
of the Board
"Landlord"

and

Memorandum of Lease
Dated October 15, 2003
Filed October 17, 2003 at 2:00 PM
Roll 618, Image 1978

2. As provided under the terms and conditions of the Lease, during the term of the Lease, Landlord retains a limited right to use the Leased Premises, together with the real property described on Exhibit "B" attached hereto, for parking.

3. No assignment or subletting by Tenant, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

Exhibit "A" Legal Description of Leased Premises, attached lists:

Vacated 12th Street abutting Block 69 Sioux City East Addition in the County of Woodbury, State of Iowa.

Exhibit "B" Legal Description of Parking Lot, attached lists:

The West 89 feet of Lot 6 and the West 89 feet of the S¹/₂ of Lot 5, Block 68, Sioux City East Addition to the City of Sioux City, Woodbury County, Iowa (Parcel C);

and

The East 61 feet of Lot 6 and the East 61 feet of the S¹/₂ of Lot 5, Block 68, Sioux City East, an Addition to the City of Sioux City, Woodbury County, Iowa (Parcel D).

(No. 44)

TierOne Bank by Senior Vice President

and

Castle on the Hill Limited Company,
an Iowa limited liability company

Second Loan Modification Agreement

Dated October 28, 2003

Filed October 31, 2003 at 1:45 PM

Roll 620, Image 1902

Modifies a certain mortgage dated June 2, 2002 and recorded on Roll 544 Image 44 and also modifies a certain Loan Modification Agreement dated December 30, 2002 and recorded on Roll 571 Image 831 as follows:

Mortgagor and Mortgagee agree to modify certain terms of the Mortgage, Assignment of Leases and other loan documents, as set forth below.

NOW, THEREFORE, in consideration of Ten Dollars and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor hereto agrees, represents and consents to and with Mortgagee as follows:

1. The Mortgage shall be and is hereby modified in the following respects:

(a) For the purpose of including the leased premises referenced in Paragraph (E) above, the "Real Estate" as identified in the Mortgage is hereby modified and shall be as follows:

PARCEL A: All of Block Sixty-nine (69), and the vacated alleys therein, together with the North One (1) Foot of that part of the vacated Twelfth Street which abuts thereon, Sioux City East Addition, in the County of Woodbury and State of Iowa.

PARCEL B: Lot Four (4), and the North one-half (N 1/2) of Lot Five (5), Block Sixty-Eight (68) Sioux City East Addition to the City of Sioux City, Woodbury County, Iowa.

PARCEL C: The West Eighty-nine (89) feet of Lot Six (6) and the West Eighty-nine (89) feet of the South

Property" shall have the definition as set forth in the original Mortgage, subject to the modification of the description of the "Real Estate" as set forth herein.

(b) The \$1,155,000.00 Note Secured by Mortgage identified in Section A on page 2 of the Mortgage has been replaced and refinanced by that certain \$1,155,000.00 Replacement Note Secured by Mortgage dated October 28, 2003 with a due date of November 1, 2018, and shall be secured by this Mortgage.

2. The Assignment of Leases and all other loan documents evidencing or securing the indebtedness evidenced by the Note Secured by Mortgage dated June 24, 2002 in the original principal sum of \$1,155,000.00 are further amended and modified to the extent of the foregoing modification of the Mortgage set forth in paragraph 1 herein above and shall secure the \$1,155,000.00 Replacement Note Secured by Mortgage dated October 28, 2003.

3. Except as expressly modified by the terms hereof, all of the terms and provisions of the Mortgage, the Assignment of Leases, and all other loan documents evidencing or securing the indebtedness evidenced by the \$1,155,000.00 Replacement Note dated October 28, 2003, as modified by the Loan Modification Agreement dated December 30, 2002, are hereby ratified and shall remain in full force and effect. By execution hereof, Mortgagor and Mortgagee concur with all provisions contained in this Second Modification Agreement.

(No. 45)

Castle on the Hill Limited Liability Company
an Iowa limited liability company,
BY: Castle on the Hill Managing Member
Limited Liability company, an Iowa limited
liability company, Managing Member,
By Manager(s)

**Mortgage, Assignment of Rents
and Security Agreement**

Dated April 14, 2004
Filed April 27, 2004 at 9:30 AM
Roll 641, Image 687

to

TierOne Bank

ENCUMBERS:

PARCEL A: All of Block Sixty-nine (69), and the vacated alleys therein, together with the North One (1) Foot of that part of the vacated Twelfth Street which abuts thereon, Sioux City East Addition, in the County of Woodbury and State of Iowa.

PARCEL B: Lot Four (4), and the North one-half (N 1/2) of Lot Five (5), Block Sixty-Eight (68) Sioux City East Addition to the City of Sioux City, Woodbury County, Iowa.

PARCEL C: The West Eighty-nine (89) feet of Lot Six (6) and the West Eighty-nine (89) feet of the South one-half (S 1/2) of Lot Five (5), Block Sixty-Eight {68} Sioux City East Addition to the City of Sioux City, Woodbury County, Iowa.

PARCEL D: East Sixty-one Feet of South one-half (E61' S1/2) of Lot Five (5) in Block Sixty-eight (68) and East Sixty-one Feet (E 61') of Lot Six (6) of Block Sixty-eight (68) of Sioux City East Addition to the City of Sioux City, Woodbury County, Iowa.

PARCEL E: Vacated 12th Street abutting Block 69 Sioux City East Addition in the County of Woodbury, State of Iowa.

NOTICE: This mortgage secures credit in the amount of \$150,000.00. 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.

Secures the sum of \$150,000.00, payable as therein provided.

(No. 46)

City of Sioux city, Iowa by Mayor and Attest
by City Clerk

Grant of Temporary Easement
Dated February 9, 2004
Filed May 24, 2004 at 11:30 AM
Roll 644, Image 1967

to

Castle on the Hill L.L.C.

That the City of Sioux City, Iowa, a municipal corporation, in Woodbury County, Iowa, by its Mayor duly authorized as hereinafter set forth, does hereby grant unto Castle on the Hill L.L.C. their assigns and successors in interest, in consideration of one dollar and other valuable consideration, the right to use, enjoy and occupy the following described real estate situated in Sioux City, Woodbury County, Iowa, to-wit:

The south 5 feet of the vacated 13th Street right of way as it abuts the west 50 feet of the east 180 feet of Block 69, Sioux City East Addition to Sioux City, Woodbury County, Iowa, and the west 12 feet of the vacated Jackson Street right of way abutting Lot 10, Block 69, Sioux City East Addition to Sioux City, Woodbury County, Iowa

(Vacated 13th Street right of way and vacated Jackson Street right of way adjacent to 610 13th Street)

subject to the following conditions limiting this Grant of Easement:

1. The City of Sioux City, Iowa, shall have the right of placing any and all improvements and/or utilities for public purpose over, under and upon the property hereinbefore described without the consent of grantee(s) or their assigns or successors, and without obligation to said grantee(s).

2. This temporary easement is given and granted for encroachment purposes for a residential building (herein structure). This temporary easement is granted only for the period of time as the structure placed on the property described above shall be and remain in its present form. In the event of the removal, destruction or reconstruction of said structure not attributable general maintenance of said structure, this easement shall terminate and be of no further force and effect.

3. The temporary easement is granted only for such period of time as the above described real property is not needed by the City of Sioux City, Iowa, for public right-of-way. As a further condition of the grant of this easement, the grantee(s) agree that in the event the above described real property is ever needed by the City of Sioux City, Iowa, for public right-of-way, the structure placed on the above described real property will be removed, upon the request of the City of Sioux City, Iowa at the expense of the grantee(s), their assigns and successors in interest.

4. This temporary easement is granted upon the condition that the grantee shall file in a timely manner on behalf of the City, as grantor, the verified claim required under Section 614.24 of the Code of Iowa so as to preserve the reversionary interests of the City. Such verified claim is to be submitted sixty days

shall apply to any claim against the City of Sioux City, Iowa, for damages of whatever kind or description arising out of or in consequence of the granting of this temporary easement by the said City to the grantee(s), their heirs, successors and assigns.

6. That title to said above described real estate shall at all times remain in the City of Sioux City, Iowa.

This grant of easement is executed under and by virtue of the authority vested in the Mayor of Sioux City, Iowa, under the provision of Resolution No. 2004-0123, duly passed and approved on the 9th day of February, 2004, and subject to the terms and conditions thereof.

Attached thereto:

RESOLUTION NO. 2004-000123
with attachments

RESOLUTION APPROVING PROPOSAL TO GRANT A TEMPORARY EASEMENT. (VACATED PORTION OF 13TH STREET RIGHT OF WAY AND VACATED JACKSON STREET RIGHT OF WAY ADJACENT TO 610 13TH STREET) (PETITIONER: CASTLE ON THE HILL L.L.C.) (PURCHASE PRICE: \$1.00)

WHEREAS, the City Council of the City of Sioux City, Iowa, set forth its proposal to grant a temporary easement in the following described real property in Resolution No.2004-0077,passed and approved:

The south 5 feet of the vacated 13th Street right of way as it abuts the west 50 feet of the east 180 feet of Block 69, Sioux City East Addition to Sioux City, Woodbury County, Iowa, and the west 12 feet of the vacated Jackson Street right of way abutting Lot 10, Block 69, Sioux City East Addition to Sioux City, Woodbury County, Iowa; and

WHEREAS, a public hearing was held on said proposal on February 9, 2004, pursuant to published notice given as provided by law; and

WHEREAS, the City Council, having heard all the objections to said proposal, believes they should be overruled; and

WHEREAS, the City Council has heretofore adopted an ordinance vacating the above described real property; and

WHEREAS, a "Grant of Temporary Easement" has been prepared and is attached hereto and by his reference made a part hereof.

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SIOUX CITY, IOWA, that all objections to the proposed "Grant of Temporary Easement" or the real estate described in the preamble hereof be, and the same are hereby overruled.

BE IT FURTHER RESOLVED that the "Grant of Temporary Easement" in the above described real property be granted in accordance with the terms and conditions set forth therein.

BE IT FURTHER RESOLVED that the "Grant of Temporary Easement" attached hereto be and he same is hereby approved as to form and content and the Mayor and City Clerk are authorized and directed to execute the same for and on behalf of the City of Sioux City, Iowa.

BE IT FURTHER RESOLVED that upon receipt of the consideration fixed in said grant and the costs incurred in this sale that the grant be delivered to the purchasers.

PASS AND APPROVED: February 9, 2004

(No. 47)

Castle on the Hill Limited Liability Company

to

TierOne Bank

UCC Financing Statement Amendment

Filed June 21, 2007 at 2:32 PM

Roll 691, Image 11091

CONTINUES: Financing Statement filed June 28, 2002 on Roll 544, Image 70. (Entry No. 32)

(No. 48)

City of Sioux City, Iowa, by Mayor and
Attest by City Clerk ("City")

and

Castle on the Hill, L.L.C.
by President ("Developer")

Rental Deed Restriction Agreement

Dated October 23, 2008

Filed November 4, 2008 at 1:18 PM

Roll 700, Image 7028

Recitals

The City and Developer have entered into an Agreement whereby the City has loaned Developer money to assist in the rehabilitation/construction of certain income restricted rental units within the City known as the Castle on the Hill Apartments ("Project"). The source of the City's money for this Project is the U.S. Department of Housing and Urban Development funds appropriated for the HOME Investment Partnership Program. As a condition of the receipt of these funds, the Developer must agree to certain maximum rents to be charged to tenants for the units in the Project. Therefore, Developer enters into the Agreement with the City to restrict the rent charged for units in the Project as set forth herein in accordance with 24 CFR 92.252 and 24 CFR 92.252(a)(5).

Agreement

1. The address of the property that is the subject to this Agreement is 610 13th Street and it is legally described as follows:

All of Block Sixty-nine (69), and the vacated alleys therein, together with the North One (1) foot of that part of vacated Twelfth Street which abuts thereon, Sioux City East Addition, in the County of Woodbury and the State of Iowa (Parcel A).

Lot Four (4), and the North one-half (N 1/2 of Lot Five (5), Block Sixty-eight (68), Sioux City East Addition to the City of Sioux City, Woodbury County, Iowa.

2. Developer agrees that as additional consideration for the loan of federal funds from the City to assist in the financing of the Project, Developer will not demand, ask, receive or otherwise be compensated for leasing of the units in the Project in excess of the following dollar amounts:

Thirty-eight (38) of the total seventy-five (75) apartments in the Project identified as Castle on the Hill Apartments are designated floating HOME-assisted units. Twelve (12) HOME assisted units must remain one bedroom units and twenty-six (26) must remain two bedroom units. Rents for the thirty-eight (38) HOME assisted units will be based on the current published HOME Program Rents. If the tenant is paying for the utilities, rents must be calculated using the local Public Housing Authority Section 8 Utility

5. This Agreement shall be binding upon the Developer's heirs, assigns, and successors in interest of every kind and description.

6. If the Developer or any successor in interest violates the terms and provisions of this Agreement, the City shall have the right, in addition to any other right or remedy it may have, to require immediate repayment of all funds advanced to the Developer under the Funding Agreement, HOME Investment Partnership (HOME) Program.

(No. 49)

City of Sioux City, Iowa, by Mayor and
Attest by City Clerk ("City")

and

Castle on the Hill, L.L.C. by President
("Developer")

**First Amendment to Rental Deed
Restrictions Agreement**

Dated December 22, 2008

Filed February 2, 2009 at 12:34 PM

Roll 701, Image 10203

WHEREAS, the City of Sioux City filed a Rental Deed Restriction Agreement October 23, 2008, which is recorded on Roll 700, Image 7028-7031 in the Woodbury County Recorder's Office;
and

WHEREAS, said Rental Deed Restriction Agreement, the heading "Agreement," Item #3 on Page 2, is amended from:

3. The period of time during which the HOME-assisted units will be rent controlled as stated above shall be for the ten years beginning from the date of the Certificate of Occupancy.

to

3. Said property must remain affordable for a period of ten years beginning from the date of the Certificate of Occupancy. Affordable means:

- Tenants occupying HOME units must meet HUD HOME Program income limit requirements. HUD publishes Adjusted HOME Program Income Limits each year.

- Rents for tenants occupying HOME units must meet HOME Program low and high HOME Program rent limit requirements. HUD publishes HOME Program Rents each year. Since 38 of the total units in the project are HOME units, at least 20% of the units (eight units) must meet low Home Program Rent Requirements and the remaining units must meet high HOME Program rent limit requirements.

(No. 50)

Castle on the Hill, L.L.C., by President

to

City of Sioux City, Iowa

Mortgage

Dated August 20, 2003

Filed February 6, 2009 12:36 PM

Roll 701, Image 10206

(No. 51)

Iowa Department of Economic Development
by Division Administrator

to

Iowa Finance Authority

**Assignment of Agreements for
Covenants and Restrictions**

(Not Dated)

Ack. July 15, 2011

Filed July 25, 2011 at 4:21 PM

Roll 717, Image 4417

ASSIGNS: All the right, title and interest of assignor in and to the Agreement For Covenants and Restrictions filed of record July 8, 2002, in Roll 545 at Image 621. (Entry No. 33)

(No. 52)

Iowa Department of Economic Development
by Division Administrator

to

Iowa Finance Authority

Assignment of Mortgage

(Not Dated)

Ack. July 15, 2011

Filed July 25, 2011 at 4:21 PM

Roll 717, Image 4420

ASSIGNS a certain Mortgage recorded July 8, 2002, in Roll 545 at Image 628. (Entry No. 34)

(No. 53)

Castle on the Hill Limited Liability Company

to

TierOne Bank

UCC Financing Statement Amendment

Filed July 17, 2012 at 11:25 AM

Roll 723, Image 11570

CONTINUES: Financing Statement filed June 28, 2002 in Roll 544, Image 70. (Entry No. 32)

(No. 54)

The Sioux City Community School District,
in the Counties of Woodbury and Plymouth,
State of Iowa, by Board President and by
Board Secretary

to

Assignment of Lease

Dated August 1, 2012

Filed August 9, 2012 at 3:35 PM

Roll 724, Image 4901

(No. 55)

Castle on the Hill Limited Liability Company

to

Great Western Bank

UCC Financing Statement Amendment

Filed June 7, 2017 at 4:07 PM

Roll 753, Image 2205

AMENDS a certain UCC Financing Statement filed June 28, 2002 in Roll 544, Image 70, wherein the secured party of record is changed to Great Western Bank. (Entry No. 32)

(No. 56)

Castle on the Hill Limited Liability Company

to

Great Western Bank

UCC Financing Statement Amendment

Filed June 7, 2017 at 4:07 PM

Roll 753, Image 2205

CONTINUES: UCC Financing Statement filed June 28, 2002 in Roll 544, Image 70. (Entry No. 32)

(No. 57)

NuStyle Development Corporation,
a Nebraska corporation
by President

to

The Aberdeen Apartments Limited Liability Company,
an Iowa limited liability company

Assignment of Lease

Dated September 20, 2017

Filed October 3, 2017 at 12:08 PM

Roll 755, Image 1712

ASSIGNS a certain Lease dated July 15, 2003 and recorded on Roll 724, Image 4901. (Entry No. 54)

(No. 58)

The following instrument was recorded August 30, 2010 on Roll 711, Image 9976:

OFFICE OF THRIFT SUPERVISION

The Acting Director, or his designee, based upon the administrative record, finds and determines the following:

(i) The Savings Bank, by resolution of its board of directors, has consented to the appointment of a receiver;

(ii) The Savings Bank is undercapitalized, as defined in 12 U.S.C. §1831o(b), and failed to submit a capital restoration plan acceptable to OTS within the time prescribed under 12 U.S.C. §1831o(e)(2)(D); and

(iii) The Savings Bank has substantially insufficient capital.

The Savings Bank is a Deposit Insurance Fund-insured, federally chartered stock savings bank based in Lincoln, Nebraska. The Savings Bank's home office is in Lincoln, Nebraska, and it has 68 branches, located in Nebraska, Iowa and Kansas.

As of March 31, 2010, the Savings Bank reported in its Thrift Financial Report (TFR) that it had approximately \$2.825 billion in assets, \$2.745 billion in liabilities, and \$79.6 million in equity capital. The Savings Bank recorded operating losses for the fiscal years ended December 31, 2008 and December 31, 2009, of approximately \$74.757 million and \$200.354 million, respectively. In its March 31, 2010, TFR, the Savings Bank reported tangible, tier one (core), tier one risk-based, and total risk-based capital of 2.6598 percent, 2.6598 percent, 3.58 percent and 4.86 percent, respectively. Based on the capital ratios in the Savings Bank's March 31, 2010, TFR, the Savings Bank is significantly undercapitalized.

* * *

ACTIONS ORDERED OR APPROVED

Appointment of a Receiver

The Acting Director, or his designee, hereby appoints the FDIC as receiver for the Savings Bank, for the purpose of liquidation or winding up the affairs of the Savings Bank, pursuant to section 5(d)(2) of the HOLA, 12 U.S.C. § 1464(d)(2), and section 11(c)(6)(B) of the FDIA, 12 U.S.C. § 1821(c)(6)(B).

Delegation of Authority to Act for OTS

The Acting Director, or his designee, hereby authorizes the OTS Central Regional Director, or his designee, and the Deputy Chief Counsel for Business Transactions of the Chief Counsel's Office, or his designee, to: (I) certify orders; (ii) sign, execute, attest, or certify other documents of OTS issued or authorized by this Order, (iii) designate the persons or entity that will give notice of the appointment of a receiver for the Savings Bank and serve the Savings Bank with a copy of this Order pursuant to 12 C.F.R. § 558.2, and (iv) perform such other functions of OTS necessary or appropriate for implementation of this Order. All documents to be issued under the authority of this Order must be first approved, in form and content, by the Chief Counsel's Office. In addition, the Acting Director, or his designee, hereby authorizes the Deputy Chief Counsel for Business Transactions, or his designee, to make any subsequent technical corrections, that might be necessary, to this Order, or any documents issued under the authority of this Order.

By Order of the Acting Director of OTS, or his designee, effective; (a) as to the above matters regarding the delegation of authority, immediately upon signature; and (b) as to the above matters regarding the appointment of the FDIC as receiver, immediately upon service of this Order on the Savings Bank.

Executed this 4th day of June, 2010.

(No. 59)

Federal Deposit Insurance Corporation ("FDIC"),
as Receiver for TierOne Bank, by James J. Bemis, Jr.
Title: Attorney-in-Fact

**Receiver's Assignment of Note and
Mortgage/Deed of Trust**

Dated November 7, 2019
Filed November 8, 2019 at 11:06 AM
Document No. 2019-19602

to

Great Western Bank

Effective June 4, 2010, this Assignment is entered into between the FEDERAL DEPOSIT INSURANCE CORPORATION (the "FDIC"), as Receiver for TierOne Bank, Lincoln, Nebraska (the "Bank"), whose mailing address is 1601 Bryan Street, 32nd Floor, Dallas, Texas 75201, as ("Assignor"), and Great Western Bank, a bank chartered under the laws of the State of South Dakota, as ("Assignee"), whose address is 100 North Phillips Avenue, 4111 Floor, Sioux Falls, South Dakota 57104, and its successors and/or assigns.

WHEREAS, the Bank was closed by the Office of Thrift Supervision on June 4, 2010, and the FDIC was appointed as receiver (the "Receiver"); and

WHEREAS, the Receiver is the successor in interest to the right, title and interest of the Bank to the Note, the Mortgage/Deed of Trust, Security Agreement, Financing Statement, Assignment, and other related documents, if any, described in Exhibit A (collectively called the "Loan Documents"); and

WHEREAS, the Assignor desires to assign to Assignee all of its right, title, and interest in and to the Loan Documents and the indebtedness evidenced thereby, and Assignee desires to assume all of the Assignor's obligations thereunder; and

NOW, THEREFORE, for good and valuable consideration, paid by Assignee to the Assignor, the receipt and sufficiency of which are hereby acknowledged, the Assignor assigns to Assignee all of the Assignor's right, title, and interest in, to, and under, and Assignee hereby assumes all of the Assignor's obligations under, the Loan Documents, in each case pursuant and subject to that certain Purchase and Assumption Agreement between the Receiver and Assignee dated as of June 4, 2010 (the "Purchase and Assumption Agreement").

THE CONVEYANCE OF ASSETS UNDER THIS ASSIGNMENT IS MADE "AS IS", "WHERE IS", WITHOUT RECOURSE AND, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PURCHASE AND ASSUMPTION AGREEMENT, WITHOUT ANY WARRANTIES WHATSOEVER WITH RESPECT TO SUCH ASSETS, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO TITLE, ENFORCEABILITY, COLLECTABILITY, DOCUMENTATION, OR FREEDOM FROM LIENS OR ENCUMBRANCES (IN WHOLE OR IN PART), OR ANY OTHER MATTERS.

The validity, construction, enforcement, interpretation, and performance of this assignment shall be governed by the laws of the United States of America, and to the extent that state law would apply under applicable federal laws, the laws of the State of Nebraska.

Said Exhibit "A" attached, lists the following:

1. Note Secured by Mortgage dated June 24, 2002 in the principal amount of \$1,155,000 by and between Castle on the Hill Limited Liability Company, as Borrower, and TierOne Bank, as Noteholder;
2. Replacement Note Secured by Mortgage dated October 28, 2003 in the principal amount of \$1,155,000 by and between Castle on the Hill Limited Liability Company, as Borrower, and TierOne Bank, as Noteholder;

KNOW ALL PERSONS BY THESE PRESENTS, that the FEDERAL DEPOSIT INSURANCE CORPORATION, a corporation organized and existing under an Act of Congress hereafter called the "FDIC", hereby designates the employees(s) of Great Western Bank, Sioux Falls, South Dakota set out below (the "Attorney(s)-in-Fact") for the sole purpose of executing the documents outlined below:

Cynthia Dawson, Don Straka, Michael Gough, Todd McCain, Drew Woelfel, Kirby Shroll, Ken Karels, Pam Wirth, Mike Goedeke, Michael Roby, Colleen Elliott, Peter Jardine, Peter Chapman, Chelsey Hansen, Sarah Kivett, **Jay Bemis**, Jessica Drew, Paul Logan, Wayne McGaugh, Michelle Gustin, Eric Thompson, Anna Eidsvoog, Karlyn Knieriem, Tim Kintner, Doug Bass, Michael Schmidt

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW THEREFORE, the FDIC grants to the above-named Attorney(s)-in-Fact the authority, subject to the limitations herein, as follows:

1. To execute, acknowledge, seal and deliver on behalf of the FDIC as receiver of TierOne Bank, Lincoln, Nebraska ("Receiver") all instruments of transfer and conveyance, including but not limited to deeds, assignments, satisfactions, and transfers, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the sale and transfer of any asset of TierOne Bank, Lincoln, Nebraska including all loans formerly held by TierOne Bank, Lincoln, Nebraska to Great Western Bank, Sioux Falls, South Dakota pursuant to that certain Purchase and Assumption Agreement, dated as of June 4, 2010 between Receiver and Great Western Bank, Sioux Falls, South Dakota.

2. To execute, acknowledge, seal and deliver on behalf of the FDIC as receiver of TierOne Bank1c, Lincoln, Nebraska ("Receiver") all substitutions of trustee and related affidavits and documentation for the sole purpose of substituting in successor trustees on deeds of trust which secure any loans formerly held by TierOne Bank, Lincoln, Nebraska which have been sold and transferred to Great Western Bank.

All such substitutions of trustee shall contain this sentence: "This substitution is made without recourse, representation or warranty, express or implied, by the FDIC in its receivership capacity."

3. Regarding indebtedness previously owned by the former TierOne Bank, Lincoln, Nebraska that had been paid off or otherwise satisfied prior to bank failure, authority is granted to the Attorney(s)-in-Fact to execute, acknowledge, seal and deliver on behalf of the Receiver any and all lien releases that may be necessary for the completion of the documentation obligations of the former TierOne Bank, Lincoln, Nebraska, in connection with such paid-off loans or other debt obligations. All lien releases and related documents prepared in connection with this Limited Power of Attorney shall be appropriately completed with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the release of the collateral and satisfaction of the debt.

Attorneys-in-Fact shall undertake to complete all appropriate due diligence necessary to verify the full and final payment and satisfaction of all indebtedness secured by the collateral being released.

The form which the Attorney(s)-in-Fact shall use for endorsing promissory notes or preparing allonges to promissory notes is as follows:

Pay to the order of

Without Recourse

FEDERAL DEPOSIT INSURANCE CORPORATION
as Receiver of TierOne Bank, Lincoln, Nebraska

might or could do with the same validity if all and every such act had been herein particularly stated, expressed, and especially provided for.

This Limited Power of Attorney shall be effective from December 12, 2018, and shall continue in full force and effect through December 12, 2019, unless otherwise terminated by an official of the FDIC authorized to do so by the Board of Directors ("Revocation"). At such time this Limited Power of Attorney will be automatically revoked. Additionally, upon the termination of employment from Great Western Bank, Sioux Falls, South Dakota (for any reason) of any Attorney(s)-in-Fact named herein, such terminated employee's power and authority provided pursuant to this Limited Power of Attorney shall immediately be revoked and be of no further force and effect as of the date of such termination. Any third party may rely upon this document as to the named individual(s)' authority to exercise the powers herein granted unless (1) a Revocation has been recorded in the public records of Office of the County Clerk of Dallas County, Texas; (2) Notice of the Receivership Termination has been published in the Federal Register; or (3) a third party has received actual notice of a Revocation.

IN WITNESS WHEREOF, the FDIC, by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be subscribed in its name this 11th day of January, 2019.

(No. 60)

Marlo Cristine Gilpin
Plaintiff

vs

Castle On The Hill Apartments, LLC
Defendant

JUDGMENT SCCV126271
Dated: December 11, 2009
Amount: JUDG/INT/COSTS\

(No. 61)

Castle On The Hill Association
Plaintiff

vs

Castle On The Hill Limited Liability
Company, an Iowa Corp
Defendant

JUDGMENT EQCV137127
Dated: May 12, 2010
Amount: \$5,447.55 and ½ Costs

(No. 62)

Real Estate Taxes for 2017-2018 and all prior years are paid.
Taxes for Year July 1, 2018 thru June 30, 2019

CERTIFICATE

It is certified by the seals endorsed hereon that this certificate is signed by a member of the IOWA LAND TITLE ASSOCIATION and the AMERICAN LAND TITLE ASSOCIATION.

State of Iowa } ss.
County of Woodbury }

The undersigned hereby certifies that the foregoing abstract consisting of entries numbered from 1 to 62 inclusive, is a correct abstract of title of everything in the public records of the said County affecting the title to:

REAL ESTATE DESCRIBED IN CAPTION PRECEDING ENTRY NO. 1

From Root of Title To November 8, 2019 at 5:00PM

ACKNOWLEDGEMENTS: In approved form unless otherwise shown.

PERSONAL LIEN SEARCHES:

Castle on the Hill Limited Liability Company

MECHANICS' NOTICE AND LIEN REGISTRY

We have made a search, as of the date of this Certificate, of the Mechanics' Notice and Lien Registry maintained by the Iowa Secretary of State for Woodbury County, Iowa, for Commencement of Work Notices, PreLien Notices, and Mechanic Lien(s) only, indexed against property described herein and find: None

No examination is made and no opinion has been formed as to the legal effect of any instrument or proceeding inspected. We assume no liability for the errors or omissions on the part of the Mechanics' Notice and Lien Registry.

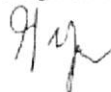
Except as otherwise limited, this Abstract includes report of examination, for the period above stated, of all Plats, Conveyances, Deeds, Mortgages, Deeds of Trust, "Claimant's Book" index and claims, Uniform Commercial Code filings affecting fixtures, timber or minerals and properly indexed, Notices of unsatisfied Liens for taxes in favor of the United States of America or the State of Iowa, Probate Proceedings, Partition Suits, Actions to Quiet Title, Foreclosure Actions, Mechanic's and Materialmen's Liens, Appearance Bonds, unsatisfied Judgments, Transcript Judgments, Decrees, Attachments, Lis Pendens actions and suits in the District Court of the State of Iowa, in and for Woodbury County, of record in the office of the Clerk of said court or the Recorder of Woodbury County and affecting the property above described; and liens for general taxes, unpaid special assessments, notice of preliminary assessments and special assessment deficiencies as shown in the tax records in the County Treasurer's Office.

For Zoning classification, Urban Renewal designation or other Ordinances pertaining thereto, of the property, consult the applicable Government Agency.

No report is made of Judgments not entered in Judgment Docket and Lien Index of Clerk of Court of the County in which the Real Estate is located; of Judgments in the divorce actions entered and fully matured more than ten years prior to the closing date of the continuation, Judgments rendered in actions for Foreclosure of Real Estate mortgages or Deeds of Trust of date two or more years prior to the closing date of this continuation; of Judgments rendered or Appearance Bonds given ten years or more prior to the closing date of this continuation; as to Deficiency Judgments more than two years old; nor as to Mechanic's Liens more than two years and ninety days old.

Dated at Sioux City Iowa this November 8, 2019 at 5:00PM

Sedgwick Talley Abstract



King James
Title Guaranty Division Member No. TGD # 8124

CASTLE ON THE HILL LEASE

between

CASTLE ON THE HILL ASSOCIATION

and

CASTLE ON THE HILL LIMITED LIABILITY COMPANY

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COPY

EXHIBIT B

ORIGINAL

The submission of this document for examination does not constitute an option of offer to lease space at the Property. This document shall have no binding effect on the parties unless executed by the Landlord and the Tenant and a fully executed copy is delivered to the Tenant.

6/02

CASTLE ON THE HILL LEASE

This Agreement, made and entered into this 10th day of Oct, 2002, by and between CASTLE ON THE HILL LIMITED LIABILITY COMPANY ("Landlord") and CASTLE ON THE HILL ASSOCIATION ("Tenant").

The parties agree as follows:

1. PREMISES-TERM.

Landlord leases to Tenant the following real estate, situated in Woodbury County, Iowa:

The auditorium, lower gymnasium, office space, gift shop space and print shop museum ("Premises") (office, gift shop and print shop museum space further described in paragraph 18) located in the former Central High School building situated on the real estate described as follows, to wit:

All of Block Sixty-Nine (69), and the vacated alleys therein, together with the North One (1) foot of that part of vacated Twelfth Street which abuts thereon, Sioux City East Addition, in the County of Woodbury and State of Iowa

together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a Set forth in Paragraph 18 herein.

2. RENT.

Tenant agrees to pay Landlord as rent \$ 1.00 per year in advance commencing on the first day of this lease and on the same day of each year thereafter, during the term of this lease. Rent for any partial month shall be prorated accordingly. As additional rent, Tenant shall also pay:

All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 10 % per annum.

3. POSSESSION.

Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANTS ONLY DAMAGES SHALL BE A PRORATA ABATEMENT OF RENT.

4. USE.

Tenant shall use the premises only for Any lawful use.

5. CARE AND MAINTENANCE.

- A) Tenant takes the premises as is, except as herein provided;
- B) Landlord shall keep the following in good repair: (strike inapplicable words) (roof), (exterior walls), (foundation), (sewer), (plumbing), (heating), (wiring), (air conditioning), (parking area), (driveways), (sidewalks), (exterior decorating). Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.

INITIALS
Tb
Landlord
mg
Tenant

C) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANTS USE OF THE PREMISES. Tenant shall make no structural mechanical or exterior changes or alterations without the prior written consent of Landlord, except for renovation of space below stage and access thereto. Further the consent required herein shall not be unreasonably withheld. In addition to the Insurance requirements set forth in Article 9, below, Tenant shall insure for any plate glass or windows in or on the Premises.

6. UTILITIES AND SERVICES.

See Paragraph 18

7. SURRENDER.

Upon termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease.

8. ASSIGNMENT AND SUBLETTING.

No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

9. INSURANCE.

- A) PROPERTY INSURANCE. Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss (formerly fire and extended coverage) to the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
- B) LIABILITY INSURANCE. Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate per location. This policy shall be endorsed to include the Landlord as an additional insured.

10. LIABILITY FOR DAMAGE.

Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees, or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

11. INDEMNITY.

Except for the negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

12. DAMAGE.

In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within twenty days after such notice, and both parties shall thereafter be released from all future obligations hereunder.

INITIALS
tb
Landlord
mp
Tenant

13. MECHANICS LIENS.

Neither Tenant, no anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises. Tenant agrees to provide Landlord with lien waivers from any contractor or supplier who has provided services or work in the Premises.

14. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

EVENTS OF DEFAULT

A) Each of the following shall constitute an event of default by Tenant: (1) Failure to pay rent when due; (2) failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease; 3) abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than Six (6) months, (4) institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

NOTICE OF DEFAULT

B) Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, including rent) that cannot be remedied in ten (10) days by diligent efforts of the Tenant, Tenant shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any 365 day period.

REMEDIES

C) In the event Tenant has not remedied a default in a timely manner following a Notice of Default, Landlord may proceed with all available remedies at law or in equity, including but not limited to the following: (1) Termination. Landlord may declare this lease to be terminated and shall give Tenant a written notice of such termination. In the event of termination of this lease, Landlord shall be entitled to prove claim for and obtain judgment against Tenant for the balance of the rent agreed to be paid for the term herein provided, plus all expenses of Landlord in regaining possession of the premises and the reletting thereof, including attorney's fees and court costs, crediting against such claim, however, any amount obtained by reason of such reletting; (2) Forfeiture. If a default is not remedied in a timely manner, Landlord may then declare this lease to be forfeited and shall give Tenant a written notice of such forfeiture, and may, at the time, give Tenant the notice to quit provided for in Chapter 648 of the Code of Iowa.

15. SIGNS.

Landlord, during the last ninety days of this lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" sign. Tenant will permit prospective tenants or buyers to enter and examine the premises.

16. NOTICES AND DEMANDS.

All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other in writing of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

17. PROVISIONS BINDING.

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

INITIALS
tb
Landlord
mp
Tenant

18. ADDITIONAL PROVISIONS.

- A) The space for the office and the gift shop will be an area of approximately 28 feet by 59 feet located as shown on Sheet A03 of the revised plan identified as Job #01407 dated February 19, 2002. The print shop museum space will be the old book room area which is shown on Sheet #A04 of Job #01407 dated February 19, 2002. This is the area under the west side of the stage and it is designated as "Book room or Print shop".
- B) The term of this lease shall be from the date on which the Landlord has completed renovation of the premises which are the subject of this lease, but in no event shall the date be later than January 1, 2005. The term shall be for a period of 15 years, but Tenant may sooner terminate it upon 60 days written notice.
- C) Landlord shall renovate the auditorium and the lower gymnasium in a manner that they can be (1) leased by Tenant to persons and organizations desiring to use them or (2) used by the Tenant for events. These renovations shall specifically include adding and updating necessary utilities and HVAC, cleaning, painting, upgrading lighting, providing public restrooms, covering and enclosing all windows in the auditorium, creating a door and window in the garage way wall providing access to the old boys locker room and anything else necessary to meet all fire codes. Tenant, its invitees, its tenants and their invitees shall have access to the leased premises on a 24 hour per day, 7 days per week basis, but shall not interfere with Landlord's renovation of same.
- D) The only utilities costs for which Tenant shall be responsible are the additional costs of utilities when events are taking place. These additional utilities are to be determined by comparing utility bills from when the facilities are not in use to those when events have taken place. Further, Tenant shall be responsible for cleaning the leased premises after events and Tenant further agrees to use the cleaning company as designated by Landlord (which shall be the same company as Landlord contracts with for the cleaning of the residential common areas in the Building housing the premises.
- E) Upon 60 days written notice, EFN IX, the "Investor Member", or NuStyle Investment Corporation, the Managing Member, of the Castle on the Hill Limited Liability Company has the right to terminate this lease for causes related to Section 42 low income housing tax credit or the inability of the LLC to meet its financial and contractual obligations.
- F) After the expiration of the term of this lease or after the required 15 year holding period, according to Section 42, the Tenant shall have the exclusive right, for a period of 60 days, to purchase this property at its reasonable market value. If the parties cannot agree on the market value of the property then each shall appoint an appraiser and the purchase price shall be determined by averaging the two appraisals.
- G) In the event that Tenant's use of the premises causes a nuisance to residents living in the building, and thus creates financial hardship on the Castle on the Hill Limited Liability Company, Landlord shall have the right to terminate this lease effective sixty (60) days following written notice to Tenant of same. If tenant can cure default in the 60 days following the written notice, the termination shall be nullified. If there is disagreement between the Landlord and Tenant in this regards, a third party arbitrator may be brought in to rectify the situation during the 60 days.

INITIALS
tb
Landlord
mf
Tenant

IN WITNESS WHEREOF, Landlord and Tenant have signed this lease as of the day and year first-above written.

LANDLORD ADDRESS:

Castle on the Hill Limited Liability Company
c/o Seldin Company
13057 West Center Road
Omaha, NE 68144

LANDLORD:

Castle on the Hill Limited Liability Company

BY: Tammy Barrett

WITNESS: Catherine Briggs

TENANT ADDRESS:

Castle on the Hill Association
610 13th St.
P.O. Box 1776
Sioux City, IA 51102

TENANT:

Castle on the Hill Association

BY: Donald Jensen
Donald Jensen, President

WITNESS: Michael H. Prosser
BY: Michael H. Prosser, Treasurer

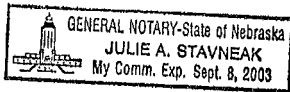
ORIGINAL
EXHIBIT B

INITIALS
<u>TB</u> Landlord
<u>MP</u> Tenant

STATE OF NEBRASKA)
) ss:
COUNTY OF DOUGLAS)

On this 10th day of October, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Tammy Barrett to me personally known, who being by me duly sworn, did say that she is the president, of said corporation; that (no seal has been procured by the said) (the seal affixed thereto is the seal of said) corporation that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Tammy Barrett as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Julie A Starnel
Notary Public in and for
said State Nebraska



STATE OF IOWA)
) ss:
COUNTY OF WOODBURY)

On this 10th day of October, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald Jensen and Michael H. Prosser to me personally known, who being by me duly sworn, did say that they are the President and Treasurer, of said corporation; that (no seal has been procured by the said) (the seal affixed thereto is the seal of said) corporation that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Donald Jensen and Michael H. Prosser, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

[Signature]
Notary Public in and for
said State

8-31-04

ORIGINAL

IN THE IOWA DISTRICT COURT FOR WOODBURY COUNTY

CASTLE ON THE HILL LLC, an Iowa, Limited liability company,	:	CASE NO.: <i>EQCV</i> 191812
	:	
Plaintiff,	:	
	:	ANSWER
vs.	:	TO
	:	PETITION FOR RECOVERY
CASTLE ON THE HILL ASSOCIATION,	:	OF REAL PROPERTY
	:	
Defendant.	:	

COMES NOW the Defendant and for its Answer to Plaintiff's Petition for Recovery of Real Property states:

1. That paragraphs 1, and 2 are admitted.
2. That paragraphs 3, 6, 7, 8 and 9 are denied.
3. That paragraphs 4 and 5 are denied for lack of information upon which to form a belief and the Plaintiff is left strictly to its proof thereof.

WHEREFORE the Defendant prays that Plaintiff's Petition be dismissed at Plaintiff's cost and for such further relief as the Court deems fair and equitable in the premises.

DECK LAW, PLC

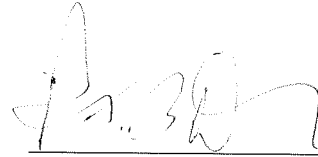
BY: 

Robert B. Deck AT0002048
701 Pierce Street, Suite 405
Sioux City, Iowa 51101
Phone: (712) 252-5200
Fax: (712) 252-4497
rbd@decklaw.net

ATTORNEY FOR DEFENDANT

CERTIFICATE OF SERVICE

The undersigned certifies that on the 8th day of May, 2020, I electronically filed the foregoing with the Clerk of the District court using the EDMS system. Notice of this filing will be sent to counsel of record by operation of the Court's electronic filing system.



Robert B. Deck

IOWA DISTRICT COURT FOR WOODBURY COUNTY

**ORDER SETTING TRIAL
AND APPROVING PLAN**

Case No : 03971 EQCV191812

Date Petition Filed : 04/17/20

Case Type : Equity

Trial Type : Non-Jury

Expected Length of Trial : 2 days

The amount in controversy exceeds \$10,000 :

CASTLE ON THE HILL LLC
Plaintiff

vs.

THE CASTLE ON THE HILL ASSOCIATION
Defendant

IT IS SO ORDERED:

Non Jury Trial is scheduled on 03/03/2021 at 9:00 AM at the Woodbury Co Courthouse, 620 Douglas St, Sioux City, IA.

2. PRE-TRIAL CONFERENCE

A pre-trial conference shall be held upon request of the parties or by order of the Court.

3. DISCOVERY PLAN

Trial Scheduling and Discovery Plan has been filed in this matter in compliance with IRCP1.507(2). The Trial Scheduling and Discovery Plan has been completed. No additional hearings are required. The Trial Scheduling and Discovery plan is incorporated into this order.

Settlement conference shall be held upon request.

Dated : 06/29/20

If you need assistance to participate in court due to a disability, call the disability coordinator at (712) 279-6035 or information at <https://www.iowacourts.gov/for-the-public/ada/>. Persons who are hearing or speech impaired may call Relay Iowa TTY (1-800-735-2942). **Disability coordinators cannot provide legal advice.**

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State of Iowa Courts

Case Number
EQCV191812

Case Title
CASTLE ON THE HILL LLC VS. THE CASTLE ON THE HILL
ASSOC
ORDER SETTING TRIAL

Type:

So Ordered

Duane E. Hoffmeyer, Chief Judge,
Third Judicial District of Iowa

Electronically signed on 2020-06-29 15:47:37