

2024 Real Estate Tax Summary

09/11/2025 01:06 PM

Page 1 Of 2

Parcel #: 286-01370-0000
Alt. Parcel #: 62286CVR1370

286 - CITY OF VIROQUA
VERNON COUNTY, WISCONSIN

Tax Address:
SCHULTZ AND SORENSON PROPERTIES LLC
1230 N MAIN ST
VIROQUA WI 54665-1152

Owner(s): O = Current Owner, C = Current Co-Owner
O - SCHULTZ AND SORENSON PROPERTIES LLC

Districts: SC = School, SP = Special
Type Dist # Description
SC 5985 VIROQUA SCHOOL DIST.
STATE OF WISCONSIN
SP 0200 WTC-LA CROSSE

Property Address(es): * = Primary
* 1230 N MAIN ST
1220 N MAIN ST

Abbreviated Description: **Acres:** 6.360
(See recorded documents for a complete legal description.)
PT OF NE SE INC A PCL 250.74' X 350' EX
A PCL 147' X 100' & PCL 147' X 192' &
INC 300' X 350'

Parcel History:

Date	Doc #	Vol/Page	Type
04/06/2020	512742		QCD
10/29/2010	461271		WD
06/18/2009	452388		QCD
11/30/2001	392280	545/481	HT110
06/25/2001	388498	529/508	LC
04/23/1996	354171	425/202	WD

more...

Plat: * = Primary
* N/A-NOT AVAILABLE

Tract: (S-T-R 40% 160% GL) **Block/Condo Bldg:**
30-13N-04W

Tax Bill #:	348924	Net Mill Rate	0.025110511	Installments		
		Gross Tax	62,935.95			
		School Credit	4,292.86			
Land Value	312,800	Total	58,643.09	1	01/31/2025	29,289.23
Improve Value	2,022,600	First Dollar Credit	64.64	2	07/31/2025	29,289.22
Total Value	2,335,400	Lottery Credit	0.00			
Ratio	0.7031	0 Claims				
Fair Mrkt Value	3,321,600	Net Tax	58,578.45			

	Amt Due	Amt Paid	Balance
Net Tax	58,578.45	58,578.45	0.00
Special Assmnt	0.00	0.00	0.00
Special Chrg	0.00	0.00	0.00
Delinquent Chrg	0.00	0.00	0.00
Private Forest	0.00	0.00	0.00
Woodland Tax	0.00	0.00	0.00
Managed Forest	0.00	0.00	0.00
Prop. Tax Interest		0.00	0.00
Spec. Tax Interest		0.00	0.00
Prop. Tax Penalty		0.00	0.00
Spec. Tax Penalty		0.00	0.00
Other Charges	0.00	0.00	0.00
TOTAL	58,578.45	58,578.45	0.00

Payment History: (Posted Payments)

Date	Receipt #	Type	Amount
01/31/2025	1655	T	29,289.23
08/03/2025	46257	T	29,289.22

Key: Payment Type: A-Adjustment, B-Write Off Bankrupt, D-Write Off Deeded, Q-Quit Claim, R-Redemption, T-Tax

388498
Document Number

STATE BAR OF WISCONSIN FORM 11 - 1982
LAND CONTRACT
Individual and Corporate
(TO BE USED FOR ALL TRANSACTIONS WHERE OVER
\$25,000 IS FINANCED AND IN OTHER NON-CONSUMER
ACT TRANSACTIONS)

VOL. 529 PAGE 508

Recorded Vernon County, WI
Register of Deeds Office
Betty J. Bolton-Register

JUN 25 2001

Time: 8:30 A.M.

Volume: 529 Page: 508

Fee: 12.00 pd

CONTRACT, by and between Alan T. Brekke and Yvonne J. Brekke, husband and wife, ("Vendor", whether one or more) and David R. Sorenson and William L. Schultz, an undivided one-half (1/2) interest to each as tenants in common ("Purchaser", whether one or more). Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this contract by Purchaser, the following property, together with the rents, profits, fixtures and other appurtenant interests (all called the "Property"), in Vernon County, State of Wisconsin:

Part of the NE 1/4 of the SE 1/4 of Section 30, Township 13 North, Range 4 West, City of Viroqua, Vernon County, Wisconsin, described as follows: Commencing at the intersection of the South line of Airport lane, and the West line of U.S. Highway #14; thence South 89 degrees 27 minutes 45 seconds West along said South line 147 feet to the point of beginning of this description; thence continuing South 89 degrees 27 minutes 45 seconds West along said South line 613.74 feet; thence South 0 degrees 02 minutes East 500 feet; thence North 89 degrees 27 minutes 45 seconds East 360.00 feet; thence North 0 degrees 02 minutes West 155.00 feet; thence North 89 degrees 27 minutes 45 seconds East 400.74 feet; thence North 0 degrees 02 minutes West 58 feet; thence South 89 degrees 27 minutes 45 seconds West 147 feet; thence North 0 degrees 02 minutes West 292 feet to the point of beginning of this description.

Recording Area
Name and Return Address

William L. Schultz
Jubilee Foods
1230 North Main Street
Viroqua, WI 54665

62-286-1374; 62-286-1370; 62-286-1370-3;
62-286-1370-4; 62-286-1372
(Parcel Identification Number)

TRANSFER
\$ 3675.00
FEE

This is not homestead property.

Purchaser agrees to purchase the Property and to pay to Vendor at First National Bank in Viroqua, 101 South Main Street, Viroqua, WI 54665, the sum of \$1,225,000.00 in the following manner: (a) None at the execution of this Contract; and (b) the balance of \$1,225,000.00 together with interest from date hereof on the balance outstanding from time to time at the rate of 8.25% percent per annum until paid in full, as follows:

Said principal and interest shall be payable in monthly installments of not less than \$10,525.00 per month, payable on the 19th day of each month, commencing on July 19, 2001 and continuing on the 19th day of each month thereafter.

The interest rate hereunder shall be variable and shall be adjusted from time-to-time to correspond with the Prime Rate published each week in the Wall Street Journal plus 1.25 percent but such interest rate as adjusted shall not be less than 7.25 percent per annum nor more than 12.0 percent per annum.

The monthly payments hereunder shall be adjusted on June 19 of each year to reflect the interest rate adjustments as above provided and to amortize the remaining unpaid principal balance over a 20 year period. Purchaser shall begin making the adjusted monthly payments on the following 19th day of July and on the 19th day of each month thereafter until said monthly payments are again adjusted as hereinabove provided.

Provided, however, the entire outstanding balance shall be paid in full on or before the 19th day of June, 2006 (the maturity date).

Following any default in payment, interest shall accrue at the rate of 12.0% per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonably anticipated annual taxes, special assessments, fire and required insurance premiums when due. To the extent received by Vendor, Vendor agrees to apply payments to these obligations when due. Such amounts received by the Vendor for payment of taxes, assessments and insurance will be deposited into an escrow fund or trustee account, but shall not bear interest unless otherwise required by law.

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. Any amount may be prepaid without premium or fee upon principal at any time after June 19, 2001.

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as first specified above; provided that monthly payments shall be continued in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except those certain Mortgages executed in favor of First National Bank in Viroqua.

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall be retained by Vendor until the full purchase price is paid.

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of the full insurable value, but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenantable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except:

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 30 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 15 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action, and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

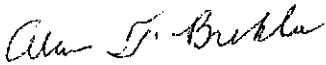
Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amounts then due under this Contract. Purchaser may make any such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

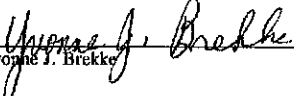
Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the Property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 19th day of June, 2001.



*Alan T. Brekke (SEAL)
Vendor



*Yvonne J. Brekke (SEAL)
Vendor

AUTHENTICATION

Signature(s) _____

authenticated this ____ day of _____, _____.

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

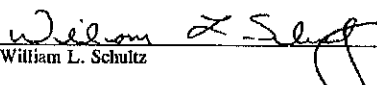
(If not, _____
authorized by 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
ATTORNEY GARY T. MONSON
210 AIRPORT ROAD, P.O. BOX 289
VIROQUA, WI 54665-0289

(Signatures may be authenticated or acknowledged. Both are not necessary.)



*David R. Sorenson (SEAL)
Purchaser



*William L. Schultz (SEAL)
Purchaser

ACKNOWLEDGMENT

STATE OF WISCONSIN)

)ss.

VERNON COUNTY)

Personally came before me this 19th day of June, 2001 the above named Alan T. Brekke, Yvonne J. Brekke, husband and wife, David R. Sorenson and William L. Schultz, an undivided one-half (1/2) interest to each as tenants in common, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.



*Paul N. Larsen

Notary Public Vernon County, Wisconsin.
My Commission Expires: April 27, 2003.

392280

392280

TERMINATION OF DECEDENT'S INTEREST IN REAL ESTATE

- Joint Tenancy or Life Estate Termination [s. 867.045] or
- Summary Confirmation of Interest in Property [s. 867.046]

VOL. 545 PAGE 481

Decedent's Name			
Alan T. Brekke			
Address of Decedent at Date of Death		City	State Zip
617 North Willow		Reedsburg	WI 53959
Date of Death		Social Security Number	
October 19, 2001			

Presentation of Death Certificate <i>Sauk County</i>	
I certify that I have viewed a certified copy of the decedent's death certificate.	
<i>Betty J. Bolton</i>	<i>Nov. 30, 2001</i>
Registrar of Deeds Signature	Date
<i>By: Yvonne J. Brekke, Deputy</i>	

This interest in real estate is terminated under (check one):

☒ s. 867.045 which pertains to real property in which the decedent was a joint tenant, had a vendor's or mortgagee's interest, or had a life estate. *(You must provide a copy of the deed establishing joint tenancy.)

☐ s. 867.046 which pertains to (1) real property of a decedent specified in a marital property agreement, and also to (2) survivorship marital property. (You must provide a copy of the deed establishing survivorship marital property.)

Presentation of real property tax bill.

Present with this document a copy of the real property tax bill for each parcel for the year immediately preceding decedent's death.

Presentation of deed establishing joint tenancy or survivorship marital property.

This deed is found in volume/reel 529 page/image 508 of (check one) Records ☒ Deeds ☐

Description of the real estate.

Include only the extent of ownership (or vendor or mortgagee's interest) in land at the time of the decedent's death. If the extent of land is exactly the same as on the deed, a copy of the deed may be attached to describe the real estate.

The legal description of the property is as follows: (If more space is needed, attach pages.)

See: Attached

NOV 30 2001
Recorded Vernon County, WI
Register of Deeds Office
Betty J. Bolton-Register

Time: 1:35 p.m.

Volume: 545 Page: 481

Fee: 25.00 pd

Record this document with the Register of Deeds in the county where the real estate is located. Recording fee is \$25 as per s. 867.045, 867.046.

Return to:

Yvonne J. Brekke
617 North Willow
Reedsburg, WI 53959

PIN: 62-286-1374; 62-286-1370;
62-286-1370-3;
62-286-1370-4;
62-286-1372

DECLARATION: I, we declare that this document is, to the best of my (our) knowledge and belief, true, correct and complete and is in conformity with the provisions and limitations of the Wisconsin Statutes. (If more space is needed, attach pages.)

Name and Address of Person Receiving Property	Relationship to Decedent	Signature (Notarized)	Date
Yvonne J. Brekke 617 North Willow Reedsburg, WI 53959	Surviving Spouse	<i>Yvonne J. Brekke</i>	11/29/01

AUTHENTICATION or ACKNOWLEDGEMENT

The above named person(s) was sworn to before me on (date): 11/29/2001

This document was drafted by (print or type name below)

Attorney Gary T. Monson

Signature of notary or other person authorized to administer an oath (as per s. 706.06, 706.07)

Print or type name: Paul N. Larsen

State of Wisconsin, County of Vernon

Title: Notary Public

Date commission expires: 4-27-03

Description

Part of the NE 1/4 of the SE 1/4 of Section 30, Township 13 North, Range 4 West, City of Viroqua, Vernon County, Wisconsin, described as follows: Commencing at the intersection of the South line of Airport lane, and the West line of U.S. Highway #14; thence South 89 degrees 27 minutes 45 seconds West along said South line 147 feet to the point of beginning of this description; thence continuing South 89 degrees 27 minutes 45 seconds West along said South line 613.74 feet; thence South 0 degrees 02 minutes East 500 feet; thence North 89 degrees 27 minutes 45 seconds East 360.00 feet; thence North 0 degrees 02 minutes West 155.00 feet; thence North 89 degrees 27 minutes 45 seconds East 400.74 feet; thence North 0 degrees 02 minutes West 58 feet; thence South 89 degrees 27 minutes 45 seconds West 147 feet; thence North 0 degrees 02 minutes West 292 feet to the point of beginning of this description.

452388

State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number

Document Name

452388
Recorded Vernon County, WI
Register of Deeds Office
KONIA SPAETH, REGISTER06/18/2009
11:35 AMTHIS DEED, made between William L. Shultz and David R. Sorenson._____
("Grantor," whether one or more),
and Schultz and Sorenson Properties, LLC_____
("Grantee," whether one or more).
Grantor quit claims to Grantee the following described real estate, together with the
rents, profits, fixtures and other appurtenant interests, in Vernon
County, State of Wisconsin ("Property") (if more space is needed, please attach
addendum):

Part of the NE 1/4 of the SE 1/4 of Section 30, Township 13 North, Range 4 West, City
of Viroqua, Vernon County, Wisconsin, Described as follows: commencing at the
intersection of the south line of Airport Lane and the West line of U.S. Highway #14;
thence South 89 degrees 27 minutes 45 seconds West along said South line 147 feet
to the point of beginning of this description: Thence continuing south 89 degrees 27
minutes 45 seconds West along said South line 613.74 feet; thence South 0 degrees
02 minutes East 500 feet; thence North 89 degrees 27 minutes 45 seconds East, 360
feet; thence North 0 degrees 02 minutes West 155.00 feet; thence North 89 degrees
27 minutes 45 seconds East, 400.74 feet; thence North 0 degrees 02 minutes West 58
feet; thence South 89 degrees 27 minutes 45 seconds West 147 feet; thence North 0
degrees 02 minutes West 292 feet to the point of beginning of this description.

Recording Area Pd. 11.00Name and Return Address
Pemberton Law Offices
William M. Pemberton
151 Wisconsin Dells Parkway
PO Box 728
Lake Delton, WI 5394062-286-1374; 62-286-1370; 62-286-1370-3;
62-286-1370-4; 62-286-1372
Parcel Identification Number (PIN)This is not homestead property.
(is) (is not)Dated 4-8-09William L. Schultz (SEAL)
* William L. Schultz *David R. Sorenson (SEAL)
* David Sorenson *AUTHENTICATION
Signature(s) David Sorensonauthenticated on 4/22/09William M. Pemberton
* William Pemberton
TITLE: MEMBER STATE BAR OF WISCONSIN
(if not)

authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

William M. Pemberton
Pemberton Law Offices

ACKNOWLEDGMENT

STATE OF WISCONSIN)
VERNON COUNTY) ss.Personally came before me on 4/8/09
the above-named WILLIAM L. SCHULTZto me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.MARGO L. MILLS
* Margo L. Mills
Notary Public, State of Wisconsin
My Commission (Is permanent) (expires: 4/25/10)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

QUIT CLAIM DEED

* Type name below signatures.

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
© 2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

461271

Document Number

STATE BAR OF WISCONSIN FORM 1 - 2000

WARRANTY DEED

461271

Recorded Vernon County, WI
Register of Deeds Office
KONNA SPAETH, REGISTER10/29/2010
08:30 AM

This Deed, made between Yvonne J. Brekke Grantor, and David R. Sorenson and William L. Schultz, an undivided one-half (1/2) interest to each as tenants in common, Grantees.

Grantor, for a valuable consideration, conveys to Grantees the following described real estate in Vernon County, State of Wisconsin (the "Property"):

Part of the NE 1/4 of the SE 1/4 of Section 30, Township 13 North, Range 4 West, City of Viroqua, Vernon County, Wisconsin, described as follows: Commencing at the intersection of the South line of Airport lane, and the West line of U.S. Highway #14; thence South 89 degrees 27 minutes 45 seconds West along said South line 147 feet to the point of beginning of this description; thence continuing South 89 degrees 27 minutes 45 seconds West along said South line 613.74 feet; thence South 0 degrees 02 minutes East 500 feet; thence North 89 degrees 27 minutes 45 seconds East 360.00 feet; thence North 0 degrees 02 minutes West 155.00 feet; thence North 89 degrees 27 minutes 45 seconds East 400.74 feet; thence North 0 degrees 02 minutes West 58 feet; thence South 89 degrees 27 minutes 45 seconds West 147 feet; thence North 0 degrees 02 minutes West 292 feet to the point of beginning of this description.

FEE
77.25(17)
EXEMPT

Recording Area

Pd. 30.00

1Pg.

Name and Return Address

Citizens First Bank
101 South Main Street
Viroqua, WI 54665

62-286-1370; 62-286-1372; 62-286-1374
Parcel Identification Number (PIN)

This is not homestead property.

This deed is given in fulfillment of a Land Contract between the parties, dated June 19, 2001 and being recorded on June 25, 2001 in the office of the Register of Deeds for Vernon County, Wisconsin in Volume 529 of Records, page 508, as Document No. 388498.

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except any liens or encumbrances created or suffered to be created by the acts or defaults of the Grantees and except municipal and zoning ordinances, building and use restrictions, easements, highway conveyances, covenants, reservations and restrictions of record and will warrant and defend the same.

Dated this 27th day of October, 2010.

* _____

* _____

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
ATTORNEY GARY T. MONSON
210 AIRPORT ROAD, P.O. BOX 289
VIROQUA, WI 54665

(Signatures may be authenticated or acknowledged. Both are not necessary.)

Yvonne J. Brekke
* Yvonne J. Brekke

* _____

ACKNOWLEDGMENT

STATE OF Wisconsin)

) ss.

Vernon County)

Personally came before me this 27th day of
October, 2010 the above named

Yvonne J. Brekke

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

* Paul N. Larsen

Notary Public, State of Wisconsin

My Commission is permanent. If not, state expiration date:
February 27, 2011

* Names of persons signing in any capacity must be typed or printed below their signature.

INFO-PRO® (800) 655-2021 www.infoproforms.com

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM No. 1 - 2000

512742

State Bar of Wisconsin Form 3-2003

QUIT CLAIM DEED

Document No.

Document Name

THIS DEED, made between

DAVID R. SORENSON and WILLIAM L. SCHULTZ, as to an undivided one-half (1/2) interest each as tenants in common

("Grantor," whether one or more), and

SCHULTZ AND SORENSON PROPERTIES, LLC, A WISCONSIN LIMITED LIABILITY COMPANY

("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in County of Sauk, State of Wisconsin and County of Vernon, State of Wisconsin ("Property") (If more space is needed, please attach addendum):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Dawn M Nemecek REG. OF DEEDS
VERNON COUNTY, WI
512742

04/06/2020 10:05 AM

RECORDING FEE: 30.00

TRANSFER FEE: 0.00

PAGE COUNT: 3

TAX EXEMPT #77.25(3)

Recording Area

③

Name and Return Address:

SCHULTZ AND SORENSON PROPERTIES,
LLC, A WISCONSIN LIMITED LIABILITY
COMPANY a
115 2nd St.
Reedsburg, WI 53959

NOTE: The purpose of said deed is to convey any interest which David R. Sorenson and William L. Schultz may have in the property by virtue of Warranty Deed #461271 listing them as grantees at a point in time after which they had already conveyed their interest to Schultz and Sorenson Properties, LLC.

286-01370-0000

Parcel Identification No. (PIN)

This is not homestead property.

Beth Sorenson (SEAL)
DAVID R. SORENSON by BETH SORENSON, GUARDIAN

William L. Schultz (SEAL)
WILLIAM L. SCHULTZ

*Guardian of
David R. Sorenson*

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

*Type name below signatures

Dated: _____

AUTHENTICATION

Signature(s) _____

authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. 706.06)

THIS INSTRUMENT DRAFTED BY:
Attorney William J. Rudolph

ACKNOWLEDGMENT

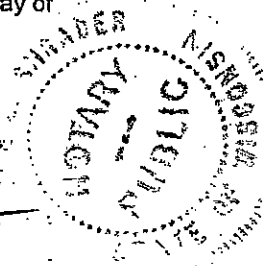
State of Wisconsin
County of Sauk

I, Art Shrader, a Notary Public of
the County and the State first above written, do hereby certify that
BETH SORENSON AS GUARDIAN FOR DAVID R. SORENSON
personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and official seal this the 31st day of
March, 2019

Name: Art Shrader
Notary Public - State of Wisconsin

Sauk County
My Commission Expires: 26 OCT 22
(Seal)



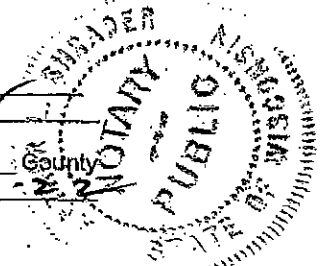
State of Wisconsin
County of Sauk

I, Art Shrader, a Notary Public of
the County and the State first above written, do hereby certify that
WILLIAM L. SCHULTZ personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 31st day of
March, 2019

Name: Art Shrader
Notary Public - State of Wisconsin

Sauk County
My Commission Expires: 26 OCT 22
(Seal)



(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

*Type name below signatures

512742

EXHIBIT "A"
Legal Description

Part of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 13 North, Range 4 West, City of Viroqua, Vernon County, Wisconsin, described as follows:

Commencing at the intersection of the South line of Airport Lane, and the West line of U.S. Highway #14; thence South 89 degrees 27 minutes 45 seconds West along said South line, 147 feet to the point of beginning of this description; thence continuing South 89 degrees 27 minutes 45 seconds West along said South line, 613.74 feet; thence South 0 degrees 02 minutes East, 500 feet; thence North 89 degrees 27 minutes 45 seconds East, 360.00 feet; thence North 0 degrees 02 minutes West, 155.00 feet; thence North 89 degrees 27 minutes 45 seconds East, 400.74 feet; thence North 0 degrees 02 minutes West, 58 feet; thence South 89 degrees 27 minutes 45 seconds West, 147 feet; thence North 0 degrees 02 minutes West, 292 feet to the point of beginning of this description.

TAX ROLL PARCEL NUMBER: 286-01370-0000

ADDRESS PER TAX ROLL: 1230 N. MAIN ST., VIROQUA

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

2003 STATE BAR OF WISCONSIN

FORM NO. 3-2003

*Type name below signatures

Tax Parcels

Local Roads

City Village Streets

Parcel Numbers

Boundaries

City

Town

Road Labels

Corner Points

Survey Types

Lots

Filled

Plat of Survey

Other

Certified Survey

Surveys & Subdivisions

Land Information Office Vernon County, WI, Land Information Office, Vernon County, WI, Land Information Office Vernon County, WI., Land Information

Land Information Office Vernon County, WI | Land Information Office, Vernon County, WI. | Calvin Lawrence, Dennis Weise, Nina Rith | Land Information Office, Vernon County, WI. |



Vernon County, WI - Interactive Map

County



286013660001

286013650005

286013650008

286013650000

AIRPORT ST

286013650004

286013650009

286013740002

286013740001

286013700000

036008450000

286013730001

286013730002

286013730000

286013730003

286013730004

286013760000

286013700004

286013710000

286013700003

286013750000

N MAIN ST

Tax Parcel In

Tax Parcel ID

More Info:

Owner Name

Co-Owner Name:

Site Address

Municipality

GIS Calc

Acreage:

Zoom to

Land Informatic

0 100 200ft

-90.8887310852 43.5749573531 Degrees

473596

Document Number

MORTGAGE
Title of Document

KONNA SPAETH, REG. OF DEEDS
VERNON COUNTY, WI
473596
11/07/2012 1:1:00 AM
RECORDING FEE: 30.00
TRANSFER FEE: 0.00
PAGE COUNT: 6

Recording Area

Name and Return Address

Kristen Tomashek

Wisconsin Business Development Finance Corp.

P.O. Box 2717

Madison, WI 53701-2717

See Attached.

Parcel Identification Number (PIN)

MORTGAGE

(Participation)

This mortgage made and entered into this 29 day of October, 2012, by and between Schultz and Sorenson Properties, LLC, David R. Sorenson and William L. Schultz (hereinafter collectively referred to as mortgagor) and WISCONSIN BUSINESS DEVELOPMENT FINANCE CORPORATION (hereinafter referred to as mortgagee), who maintains an office and place of business at P.O. Box 2717, Madison, Wisconsin 53701.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the State of Wisconsin.

Legal description: See attached.

Tax Parcel: See attached.

This is not homestead property.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated October 29, 2012, in the principal sum of \$1,707,000.00 signed by Schultz and Sorenson Properties, LLC and Ted's & Fred's, Inc.

11. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations: (a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law, and (b) CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

Schultz and Sorenson Properties, LLC

By: David R. Sorenson
David R. Sorenson, Member and Individually

By: William L. Schultz
William L. Schultz, Member and Individually

STATE OF WISCONSIN :
COUNTY OF Sauk : SS.

Personally came before me this 29 day of October, 2012, David R. Sorenson, Member and individually and William L. Schultz, Member and individually of Schultz and Sorenson Properties, LLC, to me known to be the person(s) who executed the foregoing instrument, and acknowledged the same.

DIANE CHASE
* Diane Chase
Notary Public, State of Wisconsin
My Commission: 6/2/13

THIS INSTRUMENT DRAFTED BY:

Attorney Thomas M. Olejniczak

473596

LEGAL DESCRIPTION

Part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Thirty (30), Township Thirteen (13) North, Range Four (4) West, City of Viroqua, Vernon County, Wisconsin, described as follows:

Commencing at the intersection of the South line of Airport Lane and the West line of U.S. Highway "14";
Thence South 89° 27' 45" West along said South line, 147.00 feet to the point of beginning of this description;
Thence continuing South 89° 27' 45" West along said South line, 813.74 feet;
Thence South 00° 02' East, 500.00 feet;
Thence North 89° 27' 45" East, 360.00 feet;
Thence North 00° 02' West, 155.00 feet;
Thence North 89° 27' 45" East, 400.74 feet;
Thence North 00° 02' West, 58.00 feet;
Thence South 89° 27' 45" West, 147.00 feet;
Thence North 00° 02' West, 292.00 feet to the point of beginning of this description.

473597

State Bar of Wisconsin Form 30-2003
ASSIGNMENT OF MORTGAGE

Document Number

Document Name

The undersigned ("Assignor," whether one or more, for a valuable consideration, assigns To U.S. SMALL BUSINESS ADMINISTRATION the Mortgage dated 10/29/12 executed by Schultz and Sorenson Properties, LLC, David R. Sorenson and William L. Schultz to WISCONSIN BUSINESS DEVELOPMENT FINANCE CORPORATION on real estate in Vernon County, Wisconsin ("Property"), together with the note or other obligation it secures, which Mortgage was recorded in the Office of the Register of Deeds of said County, in (Reel)(Vol.) _____ of Records, at (Images) (Pages) _____, as Document No. 473596.

KONNA SPAETH, REG. OF DEEDS
VERNON COUNTY, WI
473597
11/07/2012 11:00 AM
RECORDING FEE: 30.00
TRANSFER FEE: 0.00
PAGE COUNT: 2

Recording Area

Name and Return Address

WI Business Development Finance Corp.
Attn: Kristy Tomashek
P.O. Box 2717
Madison, WI 53701

The Property which is subject to this Assignment is described as:

See Attached.

See attached

CHOOSE EITHER OR BOTH OF THE FOLLOWING OPTIONS, AS APPLICABLE: Parcel Identification Number (PIN)

This **IS NOT** homestead property
(is) (is not)

- ☒ A. This Assignment is made without recourse.
- ☐ B. Assignor warrants that there is now owing an unpaid balance on the note or other obligation secured by the mortgage, as principal, a sum of not less than \$ _____, and also interest _____, and that Assignor is the owner of the note secured by the Mortgage and has good right to assign it.

Dated: October 29th, 2012.

ASSIGNOR: WISCONSIN BUSINESS DEVELOPMENT FINANCE CORPORATION

Diane Pasley (SEAL)
* By: Diane Pasley, Vice President

Denise Cameron (SEAL)
* By: Denise Cameron, Assistant Secretary

AUTHENTICATION

Signature(s) _____
Authenticated on _____

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____)
Authorized by Wis. Stat. §706.06)

THIS INSTRUMENT DRAFTED BY:

Attorney Thomas M. Olejniczak
Liebmann, Conway, Olejniczak & Jerry, S.C.

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
Sauk COUNTY)

Personally came before me on 10/29/12, 2012, the above-named Diane Pasley and Denise Cameron as Vice President and Assistant Secretary respectively to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Kristen Tomashek
* Kristen Tomashek
Notary Public, State of Wisconsin
My commission (is permanent) (expires: 10/4/2015)

Kristen Tomashek
Notary Public
State of Wisconsin

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

ASSIGNMENT OF MORTGAGE

© 2003 STATE BAR OF WISCONSIN

FORM NO. 30-2003

INFO-PRO™ Legal Forms (800) 655-2021 • info@proforms.com

473597

LEGAL DESCRIPTION

Part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Thirty (30), Township Thirteen (13) North, Range Four (4) West, City of Viroqua, Vernon County, Wisconsin, described as follows:

Commencing at the intersection of the South line of Airport Lane and the West line of U.S. Highway "14";
Thence South 89° 27' 45" West along said South line, 147.00 feet to the point of beginning of this description;
Thence continuing South 89° 27' 45" West along said South line, 813.74 feet;
Thence South 00° 02' East, 500.00 feet;
Thence North 89° 27' 45" East, 360.00 feet;
Thence North 00° 02' West, 155.00 feet;
Thence North 89° 27' 45" East, 400.74 feet;
Thence North 00° 02' West, 68.00 feet;
Thence South 89° 27' 45" West, 147.00 feet;
Thence North 00° 02' West, 292.00 feet to the point of beginning of this description.

473599

Document Number:

SUBORDINATION AGREEMENT

Title of Document

Lease

KONNA SPAETH, REG. OF DEEDS
VERNON COUNTY, WI

473599

11/07/2012 11:00 AM

RECORDING FEE: 30.00

TRANSFER FEE: 0.00

PAGE COUNT: 3

Recording Area

3

Name and Return Address

Kristen Tomashek

Wisconsin Business Development Finance Corp.

P.O. Box 2717

Madison, WI 53701-2717

See Attached

Parcel Identification Number (PIN)

RE: See attached.

SUBORDINATION AGREEMENT

For valuable consideration, the receipt and adequacy of which is acknowledged, the undersigned hereby agrees that the lease between Ted's & Fred's, Inc., as ("Lessee"), and Schultz and Sorenson Properties, LLC, David R. Sorenson and William L. Schultz ("Lessor"), and the undersigned's rights thereunder, shall be subject and subordinate to the lien of any mortgage and/or deed of trust which Lessor and/or Lessee, may place upon the premises and to all terms, conditions and provisions thereof, to all advances made, and to any renewals, extensions, modifications or replacements thereof.

Dated this 29th day of October, 2012.

Ted's & Fred's, Inc.

By: [Signature]
David R. Sorenson, President

By: [Signature]
William L. Schultz, Vice President

Schultz and Sorenson Properties, LLC

By: [Signature]
David R. Sorenson, Member/Individually

By: [Signature]
William L. Schultz, Member/Individually

ACKNOWLEDGMENT

STATE OF WISCONSIN :
: SS.
COUNTY OF Sauk :

Personally came before me this 29 day of October, 2012, the above-named David R. Sorenson and William L. Schultz to me known to be the persons who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:
Attorney Thomas M. Olejniczak

Diane Pasley
* [Signature]
Notary Public, State of Wisconsin
My Commission expires: 6/2/13

Notary Public
State of Wisconsin
Diane Pasley

473599

LEGAL DESCRIPTION

Part of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section Thirty (30), Township Thirteen (13) North, Range Four (4) West, City of Viroqua, Vernon County, Wisconsin, described as follows:

Commencing at the intersection of the South line of Airport Lane and the West line of U.S. Highway "14";
Thence South 89° 27' 45" West along said South line, 147.00 feet to the point of beginning of this description;
Thence continuing South 89° 27' 45" West along said South line, 813.74 feet;
Thence South 00° 02' East, 500.00 feet;
Thence North 89° 27' 45" East, 360.00 feet;
Thence North 00° 02' West, 155.00 feet;
Thence North 89° 27' 45" East, 400.74 feet;
Thence North 00° 02' West, 58.00 feet;
Thence South 89° 27' 45" West, 147.00 feet;
Thence North 00° 02' West, 292.00 feet to the point of beginning of this description.

✓ 478462

**HAZARDOUS SUBSTANCES CERTIFICATE AND
INDEMNITY AGREEMENT**

KONNA SPAETH, REG. OF DEEDS
VERNON COUNTY, WI

478462

DOCUMENT NUMBER:

09/06/2013 08:45 AM

RECORDING FEE: 30.00

TRANSFER FEE: 0.00

PAGE COUNT: 5

Dependable Title LLC
1540 Heritage Blvd., Ste. 103
West Salem, WI 54669

5

PARCEL I.D. NUMBER: 276-0876-00000: 276-0877-00000: 286-01370-0000

THIS HAZARDOUS SUBSTANCES AGREEMENT dated September 4, 2013, is made and executed among SCHULTZ AND SORENSON PROPERTIES, LLC, whose address is 115 SECOND STREET, REEDSBURG, WI 53959 and TED'S & FRED'S, INC., whose address is 115 SECOND STREET, REEDSBURG, WI 53959 (sometimes referred to below as "Borrower" and sometimes as "Indemnitor"); and FARMERS & MERCHANTS BANK, MAIN, 1001 SUPERIOR AVENUE, TOMAH, WI 54660 (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as follows:

PROPERTY DESCRIPTION. The word "Property" as used in this Agreement means the following Real Property located in SAUK; VERNON County, State of Wisconsin:

Parcel 1:
Lots 4,5,6 and 7, Block 12, Original Plat, City of Reedsburg, Sauk County, Wisconsin, and the North 1/2 of the vacated alley adjacent thereto.

AND
Lots 8,9 and the West 33 feet, 7 inches of Lot 10, Block 12, Original Plat, City of Reedsburg, Sauk County, Wisconsin, and the South 1/2 of the vacated alley adjacent thereto.

Parcel 2:
Part of the NE1/4 of the SE1/4 of Section 30, Township 13 North, Range 4 West, City of Viroqua, Vernon County, Wisconsin, described as follows: Commencing at the intersection of the South line of Airport Lane and the West line of U.S. Highway "14" thence South 89°27'45" West along said South line, 147.00 feet to the point of beginning of this description: thence continuing South 89°27'45" West along said South line 613.74 feet; thence South 00°02' East 500.00 feet; thence North 89°27'45" East, 360.00 feet; thence North 00°02' West 155.00 feet; thence North 89°27'45" East 400.74 feet; thence North 00°02' West 58.00 feet; thence South 89°27'45" West, 147.00 feet thence North 00°02' West, 292.00 feet to the point of beginning.

The Real Property or its address is commonly known as 115 SECOND STREET: REEDSBURG, WI 53959: 1230 NORTH MAIN STREET, VIROQUA, WI 54665. The Real Property tax identification number is 276-0876-00000: 276-0877-00000: 286-01370-0000.

REPRESENTATIONS. The following representations are made to Lender by Indemnitor SCHULTZ AND SORENSON PROPERTIES, LLC, subject to disclosures made and accepted by Lender in writing:

Use of Property. After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substances by any person on, under, or about the Property.

Hazardous Substances. After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos, PCBs, lead paints or other Hazardous Substances, whether used in construction or stored on the Property.

No Notices. Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters, ambient air or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources.

AFFIRMATIVE COVENANTS. Indemnitor covenants with Lender as follows:

Use of Property. Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances, PCBs, lead paint or asbestos.

Compliance with Environmental Laws. Indemnitor shall cause the Property and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Property or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

Preventive, Investigatory and Remedial Action. Indemnitor shall exercise extreme care in handling Hazardous Substances If Indemnitor uses or encounters any. Indemnitor, at Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Property or operations of any Occupant on the Property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lender upon demand with interest at the Note default rate, or in the absence of a default rate, at the Note interest rate. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

**HAZARDOUS SUBSTANCES AGREEMENT
(Continued)**

Page 2

Notices. Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

- (1) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- (2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the Property.
- (3) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property.
- (4) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- (5) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due.

Access to Records. Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemnitor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

Inspections. Lender reserves the right to inspect and investigate the Property and operations on it at any time and from time to time, and Indemnitor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Indemnitor or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Indemnitor to furnish Lender at Indemnitor's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such audit or assessment shall be performed by a qualified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to any Indemnitor or to any other person.

INDEMNITOR'S WAIVER AND INDEMNIFICATION. Indemnitor hereby agrees to and shall indemnify, defend, and hold harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents from and against any and all claims, demands, losses, liabilities, costs, fines, penalties and expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review, consultants' fees, remedial action costs, natural resource damages and diminution in value) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property, or any other operations of Indemnitor or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws, including without limitation any natural resource damages, or (b) arising out of or related to any noncompliance with or violation of Environmental Laws or any applicable permits or approvals, or (c) on account of injury to Lender or any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant, representation or warranty contained in this Agreement, (ii) the violation of any Environmental Laws, permits, authorizations or approvals, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of Hazardous Substances on the Property, or (iv) the contamination of any of the Property by, or the presence, release or threatened release of, Hazardous Substances by any means whatsoever (explicitly including without limitation any presently existing contamination of the Property, whether or not previously disclosed to Lender), or (d) pursuant to this Agreement. Indemnitor's obligations under this section shall survive the termination of this Agreement and as set forth below in the Survival section. In addition to this indemnity, Indemnitor hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Indemnitor becomes liable for cleanup or other costs under any Environmental Laws.

PAYMENT: FULL RECOURSE TO INDEMNITOR. Indemnitor intends that Lender shall have full recourse to Indemnitor for Indemnitor's obligations under this Agreement as they become due to Lender. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Indemnitor shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Note default rate, or in the absence of a default rate, at the Note interest rate.

SURVIVAL. The covenants contained in this Agreement shall survive (A) the repayment of the Indebtedness, (B) any foreclosure, whether judicial or nonjudicial, of the Property, and (C) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender. The covenants contained in this Agreement shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the Property or the indebtedness secured thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

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

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

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

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

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Wisconsin.

Joint and Several Liability. All obligations of Indemnitor under this Agreement shall be joint and several, and all references to Indemnitor shall mean each and every Indemnitor. This means that each Indemnitor signing below is responsible for all obligations in this Agreement.

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

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

**HAZARDOUS SUBSTANCES AGREEMENT
(Continued)**

Page 3

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

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

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

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

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

Agreement. The word "Agreement" means this Hazardous Substances Agreement, as this Hazardous Substances Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Agreement from time to time.

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

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

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and, to the extent not prohibited by law any amounts expended or advanced by Lender to discharge Indemnitor's obligations or expenses incurred by Lender to enforce Indemnitor's obligations under this Agreement, together with interest on such amounts as provided in this Agreement.

Lender. The word "Lender" means FARMERS & MERCHANTS BANK, its successors and assigns.

Note. The word "Note" means the Note dated September 4, 2013 and executed by SCHULTZ AND SORENSON PROPERTIES, LLC; and TED'S & FRED'S, INC. in the principal amount of \$1,615,608.81, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Occupant. The word "Occupant" means individually and collectively all persons or entities occupying or utilizing the Property, whether as owner, tenant, operator or other occupant.

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

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

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

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE. THIS AGREEMENT IS DATED SEPTEMBER 4, 2013.

BORROWER:

SCHULTZ AND SORENSON PROPERTIES, LLC

By: 

DAVID R. SORENSON, Managing Member of SCHULTZ AND SORENSON PROPERTIES, LLC

By: 

WILLIAM L. SCHULTZ, Managing Member of SCHULTZ AND SORENSON PROPERTIES, LLC

TED'S & FRED'S, INC.

By: 

DAVID R. SORENSON, Vice President of TED'S & FRED'S, INC.

By: 

WILLIAM L. SCHULTZ, President of TED'S & FRED'S, INC.

HAZARDOUS SUBSTANCES AGREEMENT
(Continued)

Page 4

LENDER:

FARMERS & MERCHANTS BANK

X

ANDREW BICKNASE Senior Vice President

This Hazardous Substances Agreement was drafted by: Farmers & Merchants Bank/Andrew Bicknase/JG

Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of _____ authenticated this _____ day of _____, 20____.

Title: Member State Bar of Wisconsin or _____
authorized under Section 706.06, Wis. Stats.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF WI

)

SS

COUNTY OF Monroe

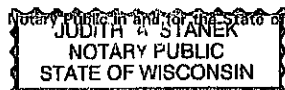
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On this 4 day of September, 2013, before me, the undersigned Notary Public, personally appeared DAVID R SORENSON, Managing Member of SCHULTZ AND SORENSON PROPERTIES, LLC and WILLIAM L SCHULTZ, Managing Member of SCHULTZ AND SORENSON PROPERTIES, LLC, and known to me to be members or designated agents of the limited liability company that executed the Hazardous Substances Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By

Judith A Stanek
Judith A Stanek
(Type or Print Name)

Residing at 1540 Heritage Blvd Ste 103
West Salem WI 54669



WI

My commission expires 7-17-2016

CORPORATE ACKNOWLEDGMENT

STATE OF WI

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SS

COUNTY OF Monroe

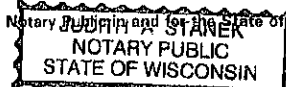
)

On this 4 day of September, 2013, before me, the undersigned Notary Public, personally appeared DAVID R SORENSON, Vice President of TED'S & FRED'S, INC. and WILLIAM L SCHULTZ, President of TED'S & FRED'S, INC., and known to me to be authorized agents of the corporation that executed the Hazardous Substances Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the corporation.

By

Judith A Stanek
Judith A Stanek
(Type or Print Name)

Residing at 1540 Heritage Blvd Ste 103
West Salem WI 54669



WI

My commission expires 7-17-16

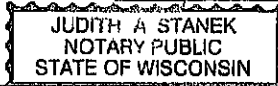
LENDER ACKNOWLEDGMENT

STATE OF WI)
) SS
)COUNTY OF Manuel

On this 4 day of September, 20 13, before me, the undersigned Notary Public, personally appeared ANDREW BICKNASE and known to me to be the Senior Vice President, authorized agent for FARMERS & MERCHANTS BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of FARMERS & MERCHANTS BANK, duly authorized by FARMERS & MERCHANTS BANK through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of FARMERS & MERCHANTS BANK.

By Judith A Stanek
Judith A Stanek
(Type or Print Name)

Residing at 1540 Denton Blvd Ste 103
West Salem WI 54669

Notary Public in and for the State of WIMy commission expires 7-17-2016

478468

DOCUMENT NUMBER:

KONNA SPAETH, REG. OF DEEDS
VERNON COUNTY, WI
478468
09/06/2013 08:45 AM
RECORDING FEE: 30.00
TRANSFER FEE: 0.00
PAGE COUNT: 5

Dependable Title LLC
1540 Heritage Blvd., Ste. 103
West Salem, WI 54669

PARCEL I.D. NUMBER: 276-0876-00000: 276-0877-00000: 286-01370-0000

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE COLLATERAL BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT AND ESTOPPEL CERTIFICATE

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT dated August 29, 2013 ("Agreement"), is made and executed among SCHULTZ AND SORENSON PROPERTIES, LLC, whose address is 1230 NORTH MAIN STREET, VIROQUA, WI 54665 ("Landlord"); NUZUM BUILDING SUPPLY, LLC, whose address is 1220 NORTH MAIN STREET, VIROQUA, WI 54665 ("Tenant"); and FARMERS & MERCHANTS BANK, MAIN, 1001 SUPERIOR AVENUE, TOMAH, WI 54660 ("Lender").

SUBORDINATED LEASE. Tenant and Landlord have executed a lease dated January 1, 2013 of the property described herein (the "Lease"). The following information is the summary of the basic terms and conditions of the Subordinated Lease: SCHULTZ AND SORENSON PROPERTIES, LLC A WISCONSIN LIMITED LIABILITY COMPANY AND NUZUM BUILDING SUPPLY, LLC, A WISCONSIN LIMITED LIABILITY COMPANY.

REAL PROPERTY DESCRIPTION. The Lease covers COMMERCIAL BUILDING WITH OVERHEAD DOOR AT 1220 NORTH MAIN STREET, VIROQUA, CONTAINING 4500 SQ. FT. AND AN OUTSIDE STORAGE AREA LYING WEST OF THE PAVED ROAD LOCATED IN THE REAR OF THE BUILDING of the following described real property (the "Real Property") located in SAUK, VERNON County, State of Wisconsin:

Parcel 1:

Lots 4,5,6 and 7, Block 12, Original Plat, City of Reedsburg, Sauk County, Wisconsin, and the North 1/2 of the vacated alley adjacent thereto.

AND

Lots 8,9 and the West 33 feet, 7 inches of Lot 10, Block 12, Original Plat, City of Reedsburg, Sauk County, Wisconsin, and the South 1/2 of the vacated alley adjacent thereto.

Parcel 2:

Part of the NE1/4 of the SE1/4 of Section 30, Township 13 North, Range 4 West, City of Viroqua, Vernon County, Wisconsin, described as follows: Commencing at the intersection of the South line of Airport Lane and the West line of U.S. Highway "14" thence South 89°27'45" West along said South line, 147.00 feet to the point of beginning of this description: thence continuing South 89°27'45" West along said South line 613.74 feet; thence South 00°02' East 500.00 feet; thence North 89°27'45" East, 360.00 feet; thence North 00°02' West 155.00 feet; thence North 89°27'45" East 400.74 feet; thence North 00°02' West 58.00 feet; thence South 89°27'45" West, 147.00 feet thence North 00°02' West, 292.00 feet to the point of beginning.

The Real Property or its address is commonly known as 115 SECOND STREET: REEDSBURG, WI 53959; 1230 NORTH MAIN STREET, VIROQUA, WI 54665. The Real Property tax identification number is 276-0876-00000: 276-0877-00000: 286-01370-0000.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to SCHULTZ AND SORENSON PROPERTIES, LLC and TED'S & FRED'S, INC., secured by the Real Property (the "Superior Indebtedness"):

TEN YEAR TERM NOTE IN THE AMOUNT OF \$1,619,492.87 AMORTORIZED OVER 20 YEAR.

LENDER'S LIEN. The Superior indebtedness is or will be secured by the Real Property and evidenced by a mortgage, dated August 29, 2013, from Landlord to Lender (the "Lender's Lien"). As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Lease and all of Tenant's rights in the Real Property ("Lease Rights").

REQUESTED FINANCIAL ACCOMMODATIONS. Landlord and Tenant each want Lender to provide financial accommodations to SCHULTZ AND SORENSON PROPERTIES, LLC and TED'S & FRED'S, INC. in the form of the Superior Indebtedness. Landlord and Tenant each represent and acknowledge to Lender that Landlord and Tenant will benefit as a result of these financial accommodations from Lender to SCHULTZ AND SORENSON PROPERTIES, LLC and TED'S & FRED'S, INC., and Landlord and Tenant acknowledge receipt of valuable consideration for entering into this Agreement.

IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY AND RECEIPT OF WHICH ARE HEREBY ACKNOWLEDGED, LENDER, LANDLORD, AND TENANT HEREBY AGREE AS FOLLOWS:

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENr AGREEMENT
(Continued)

Page 2

ESTOPPEL CERTIFICATE. Tenant hereby certifies to and agrees with Lender that as of the date of this Agreement, Lender is relying on all of the following certifications and agreements of Tenant as consideration for Lender executing this Agreement:

- (A) The Lease is in full force and effect and is the valid and binding obligation of Tenant, enforceable in accordance with its terms.
- (B) All requirements for the commencement and validity of the Lease have been satisfied.
- (C) Neither Tenant nor Landlord is in default under the Lease and no event has occurred and no condition exists, which with the giving of notice, the passage of time, or both, would constitute a default by Tenant or Landlord under the Lease.
- (D) There are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease and no claim by Tenant of any nature exists against Landlord under the Lease. All obligations of Landlord have been fully performed.
- (E) None of the rent, which Tenant is required to pay under the Lease, has been prepaid, or will in the future be prepaid, more than one month in advance.
- (F) The Lease shall not after the date of this Agreement be modified, terminated, or amended, without the prior written consent of Lender for any termination and each such amendment or modification. Any attempted modification, termination, or amendment without the prior written consent of Lender shall be void.
- (G) Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred any or all of its interest under the Lease and, during the term of the Loan, agrees to not assign, mortgage, sublet, encumber, or otherwise transfer any or all of its interest under the Lease without the prior written consent of Lender.

SUBORDINATION. Notwithstanding anything in the Lease to the contrary, the parties acknowledge and agree that the Lease and Lease Rights are and shall be subject and subordinate in right, interest and lien, and for all purposes, to Lender's Lien, and to all renewals, modifications, consolidations, replacements, and extensions thereof, and to any subsequent lien of the Lender with which Lender's Lien may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby and interest thereon. Tenant will not cause the Lease to be subordinated to any interests other than those held by or made for the benefit of Lender, and its successors and assigns, without the prior written consent of Lender.

NON-DISTURBANCE. So long as the Lease is in full force and effect and Tenant is not in default under the Lease beyond any applicable cure period, Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default of the Loan under the Note and/or under Lender's Lien unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or pursuing such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action. If the Lease has not been terminated, then, when Lender succeeds to the interest of Landlord, the Lender shall not terminate or disturb Tenant's possession of Tenant's premises under the Lease, except in accordance with the terms of the Lease and this Agreement.

ATTORNMENr. If Lender shall succeed to the interest of the Landlord under the Lease, and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or this Agreement, Tenant shall, from and after such event, attorn to Lender, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender, any instrument or certificate which, in the sole judgment of Lender, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

NO LIABILITY FOR LENDER. Lender in the event of attornment shall have the same remedies in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of annual base rent or additional rent or in the performance of any of the terms, covenants, and conditions of the Lease on Tenant's part to be performed that are available to Landlord under the Lease. Tenant shall have the same remedies against Lender for the breach of an agreement contained in the Lease that Tenant might have had against Landlord if Lender had not succeeded to the interest of Landlord; provided, however, that Lender shall not be:

- (A) Liable for any act or omission of or any claims against any prior landlord, including Landlord; or
- (B) Subject to any offsets or defenses which Tenant might have against any prior landlord, including Landlord; or
- (C) Bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, including Landlord; or
- (D) Bound by any amendment or modification of the Lease, or waiver of any of its terms, made without its consent; or
- (E) Liable for any sum that any prior landlord, including Landlord, owed to Tenant, including without limitation any security deposit, unless the amount owed was actually delivered to Lender; or
- (F) Bound by any surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant; or
- (G) Liable for any construction obligation of any prior landlord, including Landlord; or
- (H) Liable for any breach of representation or warranty of any prior landlord, including Landlord.

NEW LEASE. If Lender shall succeed to the interest of the Landlord under the Lease, upon the written request of Lender to Tenant, Tenant shall execute and deliver to Lender a lease of the Real Property upon the same terms and conditions as the Lease between Landlord and Tenant, which lease shall cover any unexpired term of the Lease existing prior to such transfer.

ACKNOWLEDGMENT AND AGREEMENT BY LANDLORD. Landlord, as landlord under the Lease, acknowledges and agrees for itself and its heirs, successors and assigns to each of the following:

- (A) This Agreement does not in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Note, Lender's Lien or any other documents executed in connection with the Loan.
- (B) In the event of a default under the Note, or any of the other documents executed in connection with the Loan, Landlord hereby

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT
(Continued)**

Page 3

consents to Tenant's attornment to Lender and, upon such event, Tenant shall pay all rent and all other sums due under the Lease to Lender as provided in the Lease.

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

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

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

Authority. Any person who signs this Agreement on behalf of Landlord and Tenant represents and warrants that he or she has authority to execute this Agreement.

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

Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Wisconsin.

Notices. Any notice required to be given under this Agreement shall be given in writing, and, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

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

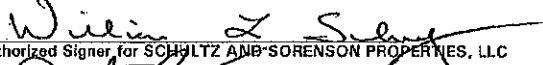
Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision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

Successors. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH PARTY AGREES TO ITS TERMS. THIS AGREEMENT IS DATED AUGUST 29, 2013.

LANDLORD:

SCHULTZ AND SORENSON PROPERTIES, LLC

By: 
Authorized Signer for SCHULTZ AND SORENSON PROPERTIES, LLC

By: 
Authorized Signer for SCHULTZ AND SORENSON PROPERTIES, LLC

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Continued)

Page 4

LENDER:

FARMERS & MERCHANTS BANK

X

ANDREW BICKNASE, Senior Vice President

TENANT:

NUZUM BUILDING SUPPLY, LLC

By:

Authorized Signer for NUZUM BUILDING SUPPLY, LLC

By:

Authorized Signer for NUZUM BUILDING SUPPLY, LLC

This Subordination, Non-Disturbance and Attornment Agreement was drafted by: Justina Granger, Processor

Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of SCHULTZ AND SORENSON PROPERTIES, LLC authenticated this _____ day of _____, 20____.

Title: Member State Bar of Wisconsin or _____

authorized under Section 706.06, Wis. Stats.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Wisconsin

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) SS

COUNTY OF Vernon

)

On this 3rd day of September, 20 13, before me, the undersigned Notary Public, personally appeared Jon Zahm

and known to me to be (a) member(s) or designated agent(s) of the limited liability company that executed the Subordination, Non-Disturbance and Attornment Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By:

Alaine Abrams

Residing at Westby, Wisconsin

Alaine Abrams
(Type or Print Name)

Notary Public in and for the State of Wisconsin

My commission expires 04/27/14

LENDER ACKNOWLEDGMENT

STATE OF WI

)

) SS

COUNTY OF Monroe

)

On this 4 day of September, 20 13, before me, the undersigned Notary Public, personally appeared ANDREW BICKNASE and known to me to be the Senior Vice President, authorized agent for FARMERS & MERCHANTS BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of FARMERS & MERCHANTS BANK, duly authorized by FARMERS & MERCHANTS BANK through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of FARMERS & MERCHANTS BANK.

By Judith A Stanek
Judith A Stanek
 (Type or Print Name)

Residing at 1546 Hunting Blvd Ste 103
West Salem, WI 54669

Notary Public in and for the State of WIMy commission expires 7-17-2016

JUDITH A STANEK
 NOTARY PUBLIC
 STATE OF WISCONSIN

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF WI

)

) SS

COUNTY OF Monroe

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On this 4 day of September, 20 13, before me, the undersigned Notary Public, personally appeared William L Schultz and David R Sorenson of
Schultz and Sorenson Properties LLC

and known to me to be (a) member(s) or designated agent(s) of the limited liability company that executed the Subordination, Non-Disturbance and Attornment Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By Judith A Stanek
Judith A Stanek
 (Type or Print Name)

Residing at 1546 Hunting Blvd Ste 103
West Salem WI 54669

Notary Public in and for the State of WIMy commission expires 7-17-2016

JUDITH A STANEK
 NOTARY PUBLIC
 STATE OF WISCONSIN

478470

DOCUMENT NUMBER:

KONNA SPAETH, REG. OF DEEDS
VERNON COUNTY, WI
478470

09/06/2013 08:45 AM

RECORDING FEE: 30.00

TRANSFER FEE: 0.00

PAGE COUNT: 5

Dependable Title LLC
1540 Heritage Blvd., Ste. 103
West Salem, WI 54669

PARCEL I.D. NUMBER: 276-0876-00000; 276-0877-00000; 286-01370-0000

NOTICE: THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE COLLATERAL BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT AND ESTOPPEL CERTIFICATE

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT dated August 29, 2013 ("Agreement"), is made and executed among SCHULTZ AND SORENSON PROPERTIES, LLC., whose address is 1230 NORTH MAIN STREET, VIROQUA, WI 54665 ("Landlord"); TED'S & FRED'S, INC., whose address is 115 SECOND STREET, REEDSBURG, WI 53959 ("Tenant"); and FARMERS & MERCHANTS BANK, MAIN, 1001 SUPERIOR AVENUE, TOMAH, WI 54660 ("Lender").

SUBORDINATED LEASE. Tenant and Landlord have executed a lease dated November 1, 2012 of the property described herein (the "Lease"). The following information is the summary of the basic terms and conditions of the Subordinated Lease: LEASE BETWEEN SCHULTZ AND SORENSON PROPERTIES, LLC AND TED'S & FRED'S, INC..

REAL PROPERTY DESCRIPTION. The Lease covers PROPERTY IN THE CITY OF REEDSBURG, SAUK COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED IN EXHIBIT A OF SAID LEASE, INCLUDING IMPROVEMENTS PRESENT THEREON of the following described real property (the "Real Property") located in SAUK; VERNON County, State of Wisconsin:

Parcel 1:

Lots 4,5,6 and 7, Block 12, Original Plat, City of Reedsburg, Sauk County, Wisconsin, and the North 1/2 of the vacated alley adjacent thereto.

AND

Lots 8,9 and the West 33 feet, 7 inches of Lot 10, Block 12, Original Plat, City of Reedsburg, Sauk County, Wisconsin, and the South 1/2 of the vacated alley adjacent thereto.

Parcel 2:

Part of the NE1/4 of the SE1/4 of Section 30, Township 13 North, Range 4 West, City of Viroqua, Vernon County, Wisconsin, described as follows: Commencing at the intersection of the South line of Airport Lane and the West line of U.S. Highway "14" thence South 89°27'45" West along said South line, 147.00 feet to the point of beginning of this description: thence continuing South 89°27'45" West along said South line 613.74 feet; thence South 00°02' East 500.00 feet; thence North 89°27'45" East, 360.00 feet; thence North 00°02' West 155.00 feet; thence North 89°27'45" East 400.74 feet; thence North 00°02' West 58.00 feet; thence South 89°27'45" West, 147.00 feet thence North 00°02' West, 292.00 feet to the point of beginning.

The Real Property or its address is commonly known as 115 SECOND STREET: REEDSBURG, WI 53959; 1230 NORTH MAIN STREET, VIROQUA, WI 54665. The Real Property tax identification number is 276-0876-00000; 276-0877-00000; 286-01370-0000.

SUPERIOR INDEBTEDNESS. Lender has extended or has agreed to extend the following described financial accommodations to SCHULTZ AND SORENSON PROPERTIES, LLC and TED'S & FRED'S, INC., secured by the Real Property (the "Superior Indebtedness"):

TEN YEAR TERM LOAN IN THE AMOUNT OF \$1,619,492.87 AMORTIZED OVER 20 YEARS.

LENDER'S LIEN. The Superior Indebtedness is or will be secured by the Real Property and evidenced by a mortgage, dated August 29, 2013, from SCHULTZ AND SORENSON PROPERTIES, LLC to Lender (the "Lender's Lien"). As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Lease and all of Tenant's rights in the Real Property ("Lease Rights").

REQUESTED FINANCIAL ACCOMMODATIONS. Landlord and Tenant each want Lender to provide financial accommodations to SCHULTZ AND SORENSON PROPERTIES, LLC and TED'S & FRED'S, INC. in the form of the Superior Indebtedness. Landlord and Tenant each represent and acknowledge to Lender that Landlord and Tenant will benefit as a result of these financial accommodations from Lender to SCHULTZ AND SORENSON PROPERTIES, LLC and TED'S & FRED'S, INC., and Landlord and Tenant acknowledge receipt of valuable consideration for entering into this Agreement.

IN EXCHANGE FOR GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY AND RECEIPT OF WHICH ARE HEREBY ACKNOWLEDGED, LENDER, LANDLORD, AND TENANT HEREBY AGREE AS FOLLOWS:

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Continued)

Page 2

ESTOPPEL CERTIFICATE. Tenant hereby certifies to and agrees with Lender that as of the date of this Agreement, Lender is relying on all of the following certifications and agreements of Tenant as consideration for Lender executing this Agreement:

- (A) The Lease is in full force and effect and is the valid and binding obligation of Tenant, enforceable in accordance with its terms.
- (B) All requirements for the commencement and validity of the Lease have been satisfied.
- (C) Neither Tenant nor Landlord is in default under the Lease and no event has occurred and no condition exists, which with the giving of notice, the passage of time, or both, would constitute a default by Tenant or Landlord under the Lease.
- (D) There are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Lease and no claim by Tenant of any nature exists against Landlord under the Lease. All obligations of Landlord have been fully performed.
- (E) None of the rent, which Tenant is required to pay under the Lease, has been prepaid, or will in the future be prepaid, more than one month in advance.
- (F) The Lease shall not after the date of this Agreement be modified, terminated, or amended, without the prior written consent of Lender for any termination and each such amendment or modification. Any attempted modification, termination, or amendment without the prior written consent of Lender shall be void.
- (G) Tenant has not assigned, mortgaged, sublet, encumbered or otherwise transferred any or all of its interest under the Lease and, during the term of the Loan, agrees to not assign, mortgage, sublet, encumber, or otherwise transfer any or all of its interest under the Lease without the prior written consent of Lender.

SUBORDINATION. Notwithstanding anything in the Lease to the contrary, the parties acknowledge and agree that the Lease and Lease Rights are and shall be subject and subordinate in right, interest and lien, and for all purposes, to Lender's Lien, and to all renewals, modifications, consolidations, replacements, and extensions thereof, and to any subsequent lien of the Lender with which Lender's Lien may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby and interest thereon. Tenant will not cause the Lease to be subordinated to any interests other than those held by or made for the benefit of Lender, and its successors and assigns, without the prior written consent of Lender.

NON-DISTURBANCE. So long as the Lease is in full force and effect and Tenant is not in default under the Lease beyond any applicable cure period, Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default of the Loan under the Note and/or under Lender's Lien unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or pursuing such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action. If the Lease has not been terminated, then, when Lender succeeds to the interest of Landlord, the Lender shall not terminate or disturb Tenant's possession of Tenant's premises under the Lease, except in accordance with the terms of the Lease and this Agreement.

ATTORNMENT. If Lender shall succeed to the interest of the Landlord under the Lease, and the Lease shall not have expired or been terminated in accordance with the terms of the Lease or this Agreement, Tenant shall, from and after such event, attorn to Lender, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Lender, any instrument or certificate which, in the sole judgment of Lender, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

NO LIABILITY FOR LENDER. Lender in the event of attornment shall have the same remedies in the event of any default by Tenant (beyond any period given Tenant to cure such default) in the payment of annual base rent or additional rent or in the performance of any of the terms, covenants, and conditions of the Lease on Tenant's part to be performed that are available to Landlord under the Lease. Tenant shall have the same remedies against Lender for the breach of an agreement contained in the Lease that Tenant might have had against Landlord if Lender had not succeeded to the interest of Landlord; provided, however, that Lender shall not be:

- (A) Liable for any act or omission of or any claims against any prior landlord, including Landlord; or
- (B) Subject to any offsets or defenses which Tenant might have against any prior landlord, including Landlord; or
- (C) Bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, including Landlord; or
- (D) Bound by any amendment or modification of the Lease, or waiver of any of its terms, made without its consent; or
- (E) Liable for any sum that any prior landlord, including Landlord, owed to Tenant, including without limitation any security deposit, unless the amount owed was actually delivered to Lender; or
- (F) Bound by any surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant; or
- (G) Liable for any construction obligation of any prior landlord, including Landlord; or
- (H) Liable for any breach of representation or warranty of any prior landlord, including Landlord.

NEW LEASE. If Lender shall succeed to the interest of the Landlord under the Lease, upon the written request of Lender to Tenant, Tenant shall execute and deliver to Lender a lease of the Real Property upon the same terms and conditions as the Lease between Landlord and Tenant, which lease shall cover any unexpired term of the Lease existing prior to such transfer.

ACKNOWLEDGMENT AND AGREEMENT BY LANDLORD. Landlord, as landlord under the Lease, acknowledges and agrees for itself and its heirs, successors and assigns to each of the following:

- (A) This Agreement does not in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Note, Lender's Lien or any other documents executed in connection with the Loan.
- (B) In the event of a default under the Note, or any of the other documents executed in connection with the Loan, Landlord hereby

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT
(Continued)**

Page 3

consents to Tenant's attornment to Lender and, upon such event, Tenant shall pay all rent and all other sums due under the Lease to Lender as provided in the Lease.

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

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

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

Authority. Any person who signs this Agreement on behalf of Landlord and Tenant represents and warrants that he or she has authority to execute this Agreement.

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

Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Wisconsin without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Wisconsin.

Notices. Any notice required to be given under this Agreement shall be given in writing, and, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

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

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

Successors. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement.

EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH PARTY AGREES TO ITS TERMS. THIS AGREEMENT IS DATED AUGUST 29, 2013.

LANDLORD:

SCHULTZ AND SORENSON PROPERTIES, LLC.

By: 
Authorized Signer for SCHULTZ AND SORENSON PROPERTIES, LLC.

By: 
Authorized Signer for SCHULTZ AND SORENSON PROPERTIES, LLC.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Continued)

Page 4

LENDER:

FARMERS & MERCHANTS BANK

X

ANDREW BICKNASE, Senior Vice President

TENANT:

TED'S & FRED'S, INC

By:

Authorized Signer for TED'S & FRED'S, INC

By:

Authorized Signer for TED'S & FRED'S, INC

This Subordination, Non-Disturbance and Attornment Agreement was drafted by: Justina Granger, Processor

Complete either Authentication Section or Acknowledgment Section

AUTHENTICATION

Signature(s) of SCHULTZ AND SORENSON PROPERTIES, LLC. authenticated this _____ day of _____, 20____.

Title: Member State Bar of Wisconsin or
authorized under Section 706.06, Wis. Stats.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF WI

)
) SS
)

COUNTY OF Monroe

On this 4 day of September, 202013, before me, the undersigned Notary Public, personally appeared William R. Schultz and David R. Sorenson

and known to me to be (a) member(s) or designated agent(s) of the limited liability company that executed the Subordination, Non-Disturbance and Attornment Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By:

Judith A. Stanek
[Type or Print Name]

Residing at

1540 Heritage Blvd. Ste 163
West Salem WI 54669

Notary Public in and for the State of WI

My commission expires 7-17-2016

JUDITH A STANEK
NOTARY PUBLIC
STATE OF WISCONSIN

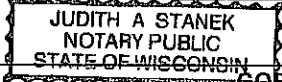
LENDER ACKNOWLEDGMENT

STATE OF WI)
SS
)COUNTY OF Monroe

On this 4 day of September, 20 13, before me, the undersigned Notary Public, personally appeared **ANDREW BICKNASE** and known to me to be the Senior Vice President, authorized agent for FARMERS & MERCHANTS BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of FARMERS & MERCHANTS BANK, duly authorized by FARMERS & MERCHANTS BANK through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of FARMERS & MERCHANTS BANK.

By Judith A Stanek
Judith A Stanek
 (Type or Print Name)

Residing at 1540 Heritage Blvd Ste 113
West Salem WI 54669

Notary Public in and for the State of WIMy commission expires 7-17-2016

CORPORATE ACKNOWLEDGMENT

STATE OF _____

)
SS
)

COUNTY OF _____

On this _____ day of _____, 20 _____, before me, the undersigned Notary Public, personally appeared _____

and known to me to be (an) authorized agent(s) of the corporation that executed the Subordination, Non-Disturbance and Attornment Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Agreement and in fact executed the Agreement on behalf of the corporation.

By _____

 (Type or Print Name)

Residing at _____

Notary Public in and for the State of _____

My commission expires _____

503337

W.B.A.

428-ALR(1/06)

eWORD

© 2005 Wisconsin Bankers Association/Distributed by FIPCO®

KONNA SPAETH, REG. OF DEEDS
VERNON COUNTY, WI

503337

06/12/2018 02:45 PM

RECORDING FEE: 30.00

TRANSFER FEE: 0.00

PAGE COUNT: 30

DOCUMENT NO.

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT, made this 6th day of JUNE, 2018
by Schultz and Sorenson Properties, LLC

a Wisconsin

Limited liability company

whose address is c/o Culvers, 1002 Main Street, Viroqua, WI 54665

(the "Assignor"),

to WBD, Inc.whose address is 4818 S. Biltmore Lane, Madison, WI 53718-2104

(the "Assignee"),

in consideration of an extension of credit to Schultz and Sorenson Properties, LLCwhose address is c/o Culvers, 1002 Main Street, Viroqua, WI 54665

("the Borrower").

** This document has been electronically
recorded and returned to the submitter. **

Recording Area

Name and Return Address

WBD, Inc.

Attn: Steve Bonnell

4818 S. Biltmore Lane

Madison, WI 53718-2104

285-01370-0000 and 285-1372-0000

Parcel Identifier Number

FOR VALUE RECEIVED, the Assignor conveys, transfers and assigns to the Assignee the leases set forth in Exhibit "A" attached which lease part of the real estate described in Exhibit "B" attached ("Premises"), together with any and all other leases of space, whether oral or written, of the Premises now or hereafter entered into by the Assignor (the "Leases"), together with any and all extensions and renewals of the Leases, together with any guarantees of the tenants' obligations under the Leases, together with the use and possession of and the right to rent and/or lease any or all furniture, furnishings, fittings, attachments, appliances and appurtenances of any kind now or hereafter available for use by tenants and/or operation of the Premises, together with the immediate and continuing right to collect and receive all rents, income, proceeds, payments and profits arising out of the Leases or out of the Premises ("Rents"), together with the right to all proceeds payable to the Assignor pursuant to any purchase options on the part of the tenants under the Leases, together with all payments derived under the Leases including but not limited to claims for the recovery of damages done to the Premises or for the abatement of any nuisance, claims for damages resulting from default under the Leases whether resulting from acts of insolvency or acts of bankruptcy or otherwise, and lump sum payments for the cancellation of the Leases or the waiver of any obligation or term prior to the expiration date and the return of any insurance premiums and/or ad-valorem tax payments made in advance and subsequently refunded, to secure the following ("Secured Debt"):

a. Payment of Borrower's note(s) or agreements dated October 29, 2012 and payable to the Assignee, including all extensions, renewals and modifications (all called the "Note"), which Note is secured by a mortgage on the Premises from the Assignor to the Assignee dated October 29, 2012 ("Mortgage").

b. All additional sums which are in the future loaned by Assignee to Assignor, to Assignor and another or to another guaranteed or endorsed by Assignor which are secured by the Mortgage.

c. Payment of all other sums with interest becoming due and payable to the Assignee under this Assignment, the Note, the Mortgage and all other instruments constituting security for the Note.

d. Performance and discharge of the obligations, covenants and agreements of the Assignor under this Assignment, the Note, the Mortgage and all other instruments constituting security for the Note.

THE UNDERSIGNED ASSIGNOR AGREES TO THE TERMS OF THIS ASSIGNMENT AND TO THE ADDITIONAL PROVISIONS ON PAGES 2 AND 3 WHICH ARE INCORPORATED HEREIN.

Schultz and Sorenson Properties, LLC (SEAL)

A Wisconsin Limited Liability Company
(Type of Organization)

By: William Schultz (SEAL)

William Schultz, Member

By: David Sorenson POA (SEAL)

David Sorenson, Member
Kevin David Sorenson, POA

By: _____ (SEAL)

By: _____ (SEAL)

AUTHENTICATION

ACKNOWLEDGEMENT

Signatures of _____

authenticated this _____ day of _____

by _____

Title: Member State Bar of Wisconsin or

authorized under §706.06, Wis. Stats.

This instrument was drafted by

Stephen C. Bonnell

Type or print name signed above.

STATE OF WISCONSIN

County of Sauk

This instrument was acknowledged before me on 6 June 18

by Arthur C. Schrader

(Name(s) of person(s))

as

(Type of authority, e.g., officer, trustee, etc., if any)

of

(Name of party on whose behalf instrument was executed, if any)

Notary Public, Wisconsin

My Commission (Expires) (Is)

Oct 2018
10-21-2018

ADDITIONAL PROVISIONS

The Assignor agrees, assigns and covenants as follows:

1. **Performance of Leases.** To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of the Leases to be performed by the lessor; to use its best efforts to enforce or secure the performance of each and every obligation, covenant, condition and agreement of the Leases to be performed by the tenants; not to modify, extend, renew, terminate, accept a surrender of, or in any way alter the terms of the Leases nor borrow against, pledge, or assign any rentals due under the Leases, nor consent to a subordination or assignment of the interest of the tenants under the Leases to any party other than Assignee, nor collect prepayment of the rents under the Leases for more than one (1) month in advance or reduce the amount of the rents and other payments under the Leases, nor enter into any additional leases of all or any part of the Premises without the prior written consent of the Assignee.

2. **Protect Security.** At the Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of the lessor under the Leases, and to pay all costs and expenses of the Assignee, including reasonable attorneys' fees, in any such action or proceeding in which the Assignee in its sole discretion must appear.

3. **Representations.** With reference to the Leases described in Exhibit "A," the Assignor represents and warrants that: (a) It is the owner of the Leases with full right and title to assign the Leases and the Rents payable under the Leases; (b) the Leases are valid, in full force and effect and have not been modified or amended; (c) there are no outstanding assignments or pledges of the Leases or the Rents payable under the Leases; (d) there are no existing defaults under the Leases on the part of any party; (e) no Rents have been waived, or prepaid, discounted, compromised or released; and (f) the tenants have no defenses, set-offs, or counterclaims against the Assignor.

4. **Present Assignment.** This Assignment shall constitute a perfected, absolute and present assignment and not merely a security interest, and the Assignor understands and agrees that it establishes a present and complete transfer of the Leases, Rents and all other items subject to this Assignment. However, the Assignor shall have the license to collect, but not prior to accrual, all of the Rents and to retain, use and enjoy the same unless and until a default shall occur under the Mortgage or any other document evidencing the Secured Debt. The Assignor hereby releases and surrenders to the Assignee all rights to amend, modify or in any way alter the Leases without the prior written consent of the Assignee.

5. **Assignee's Right to Perform Under Leases.** Should the Assignor fail to perform, comply with or discharge any obligations of Assignor under the Leases or should the Assignee become aware of or be notified by any tenant under the Leases of a failure on the part of the Assignor to perform, comply with or discharge its obligations under the Leases, Assignee may, but shall not be obligated to, and without further demand upon the Assignor, and without waiving or releasing the Assignor from any of its obligations under this Assignment, remedy such failure, and the Assignor agrees to repay Assignee upon demand all sums incurred by the Assignee in remedying any such failure together with interest at the rate then in effect under the terms of the Note. All such sums, together with interest shall become additional Secured Debt, but no such advance shall relieve the Assignor from any default under this Assignment.

6. **Remedies.** Upon or at any time after default in the payment of any Secured Debt or in the performance of any obligation, covenant or agreement in this Assignment or in the Note or Mortgage or any other instrument constituting security for the Note, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Secured Debt or in the Note, Mortgage or any other instrument constituting security for the Note, the license granted Assignor to collect the Rents shall automatically and immediately terminate and the Assignor shall hold all Rents paid to the Assignor thereafter in trust for the use and benefit of the Assignee, and the Assignee may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Premises, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all the Rents payable under the Leases, enforce the payment of Rents and exercise all of the rights of the Assignor under the Leases and all of the rights of the Assignee under this Assignment, and may enter upon, take possession of, manage and operate the Premises, or any part thereof; the Assignee may cancel, enforce or modify the Leases, and fix or modify the Rents, and do any acts that the Assignee deems proper to protect its security with or without taking possession of the Premises; and the Assignee may apply the Rents to the costs and expenses of operation, management and collection, including reasonable attorneys' fees, to the payment of the expenses of any agent appointed by the Assignee, to the payment of taxes, assessments, insurance premiums and expenditures for the upkeep of the Premises, to the performance of the lessor's obligations under the Leases and to any Secured Debt all in such order as the Assignee may determine. Any entering upon and taking possession of the Premises, any collection of Rents, and any application of Rents as allowed by this Assignment shall not cure or waive any default or waive, modify or affect notice of default under the Mortgage or invalidate any act done pursuant to such notice, nor in any way operate to prevent the Assignee from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Assignment, the Mortgage, the Note, or any other instrument securing the Note.

7. **No Liability for the Assignee.** The Assignee shall not be obligated to perform or discharge, nor does it undertake to perform or discharge any obligation, duty or liability under the Leases nor shall this Assignment operate to place responsibility for the control, care, management or repair of the Premises upon the Assignee nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises, or for any dangerous or defective condition of the Premises, or any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger nor liable for losses or failure to collect the Rents and the Assignee shall be required to account only for such monies as are actually received by it. All actions taken by the Assignee pursuant to this Assignment shall be taken for the purposes of protecting the Assignee's security and the Assignor agrees that nothing in this Assignment and no actions taken by the Assignee under this Assignment, including, but not limited to, the Assignee's approval or rejection of any leases for any portion of the Premises, shall in any way alter or impact the obligation of the Assignor for the Secured Debt. The Assignor waives any defense or claim that may now exist or hereafter arise by reason of any action taken by the Assignee under this Assignment.

8. **Assignor to Hold Assignee Harmless.** The Assignor shall indemnify and hold the Assignee harmless from and against any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and from and against any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Assignee incur any such liability, or any costs or expenses in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment, shall be added to the Secured Debt and the Assignor shall reimburse the Assignee for such amount immediately upon demand, and the failure of the Assignor to do so shall constitute a default under this Assignment and a default under the Mortgage.

9. **Security Deposits.** The Assignor agrees on demand to transfer to the Assignee any security deposits held by the Assignor under the terms of the Leases. The Assignor agrees that such security deposits may be held by the Assignee without accrual of interest and shall become the property of the Assignee upon a default under this Assignment or the Mortgage, to be applied in accordance with the provisions of the Leases. Until the Assignee makes such demand and the deposits are paid over to the Assignee, the Assignee assumes no responsibility to the tenants for such security deposit.

10. **Authorization to Tenants.** The tenants under the Leases are irrevocably authorized and directed to recognize the claims of the Assignee or any receiver appointed under this Assignment without investigating the reason for any action taken by the Assignee or such receiver, or the validity or the amount of indebtedness owing to the Assignee, or the existence of any default under the Note, the Mortgage, or under or by reason of this Assignment, or the application to be made by the Assignee or receiver. The Assignor irrevocably directs and authorizes the tenants to pay to the Assignee or such receiver all sums due under the Leases and consents and directs that such sums shall be paid to the Assignee or any such receiver in accordance with the terms of its receivership without the necessity for a judicial determination that a default has occurred under this Assignment, the Note, or the Mortgage, or that the Assignee is entitled to exercise its right under this Assignment, and to the extent such sums are paid to the Assignee or receiver, the Assignor agrees that the tenants shall have no further liability to the Assignor for the same. The sole signature of the Assignee or such receiver shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee or such receiver for any sums received shall be a full discharge and release of the obligation of any such tenants or occupants of the Premises. Checks for all or any part of the rentals collected under this Assignment shall upon notice from the Assignee or such receiver be drawn to the exclusive order of the Assignee or such receiver.

11. **Satisfaction.** Upon the payment in full of all Secured Debt as evidenced by a recorded satisfaction of the Mortgage executed by the Assignee or its assigns, this Assignment shall without the need for any further satisfaction or release become null and void and be of no further effect.

12. **Assignee Creditor of the Tenants.** At any time after default in the payment of any Secured Debt or in the performance of an obligation, covenant, or agreement in this Assignment, the Note or the Mortgage, the Assignor agrees that the Assignee, and not the Assignor, shall be the creditor of the tenants in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such tenants (without obligation on the part of the Assignee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein, and reserving the right to the Assignor to make such filing in such event) with an option to the Assignee to apply any money received by the Assignee as such creditor in reduction of the Secured Debt.

13. **Assignee Attorney-In-Fact.** The Assignor irrevocably appoints the Assignee and its successors and assigns as its agent and attorney-in-fact, which appointment is coupled with an interest, after an event of default as defined in the Note or the Mortgage, to exercise any rights or remedies under this Assignment and to execute and deliver during the term of this Assignment such instruments as Assignee may deem necessary to make this Assignment and any further assignment effective.

14. **Subsequent Leases.** Until the Secured Debt has been paid in full, the Assignor will deliver to the Assignee executed copies of all Leases affecting any part of the Premises and agrees to make, execute and deliver to the Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient to assign the Leases and the Rents to the Assignee or that the Assignee may deem to be advisable for carrying out the purposes and intent of this Assignment. From time to time on request of the Assignee the Assignor agrees to furnish the Assignee with a rent roll of the Premises disclosing current tenancies, rents payable, and such other matters as the Assignee may reasonably request.

15. **General Assignment of Leases and Rents.** The rights and remedies contained in this Assignment are in addition to and shall be cumulative with the rights and remedies given and created in the Mortgage, assigning generally all rents and profits of the Premises, and shall in no way limit the rights and remedies created under the Mortgage.

16. **No Mortgagee In Possession.** Nothing in this Assignment and no actions taken pursuant to this Assignment shall be construed as constituting the Assignee a "Mortgagee in Possession."

17. ~~Continuing Rights.~~ The rights and powers of the Assignee or any receiver under this Assignment shall continue and remain in full force and effect until all Secured Debt, including any deficiency remaining from a foreclosure sale, is paid in full, and shall continue after commencement of a foreclosure action and, if the Assignee is the purchaser at the foreclosure sale, after a foreclosure sale and expiration of any redemption rights.

18. ~~Successors and Assigns.~~ This Assignment and the covenants, agreements and provisions in this Assignment shall be binding upon the Assignor and its successors and assigns including without limitation each and every record owner of the Premises or any other person having an interest in the Premises and shall inure to the benefit of the Assignee and its successor and assigns. As used in this Assignment the words "successors and assigns" shall also mean the heirs, executors, representatives and administrators of any natural person who is a party to this Assignment.

19. ~~Governing Law.~~ This Assignment is governed by the internal laws of the State of Wisconsin.

20. ~~Validity Clause.~~ The intent of this Assignment is to confer to the Assignee the rights and benefits under this Assignment to the full extent allowable by law. The unenforceability or invalidity of any provision in this Assignment shall not render any other provision or provisions in this Assignment unenforceable or invalid. Any provisions found to be unenforceable shall be severed from this Assignment.

21. ~~Costs of Enforcement.~~ The Assignor agrees that if, and as often as, this Assignment is placed in the hands of attorneys to defend or enforce any of the Assignee's rights under this Assignment, the Assignor will pay to the Assignee its reasonable costs and other expenses incurred in connection with such enforcement before and after judgment, including without limitation, reasonable attorneys' fees.

Exhibit A

LEASE AGREEMENT

(Shopping Center)

THIS LEASE AGREEMENT ("Lease") is made and entered into this _____ day of April, 2018 ("Effective Date"), by and between SCHULTZ AND SORENSON PROPERTIES, LLC, a Wisconsin limited liability company ("Landlord"), and QUILLINS, INC., a Wisconsin corporation ("Tenant").

ARTICLE I

Demised Premises

Landlord, in consideration of the rents herein agreed to be paid and of the covenants and agreements agreed to herein by the respective parties hereto, demises and leases to Tenant, and Tenant hereby leases from Landlord, a building and any additions thereto, the land thereunder, and the loading docks and other appurtenances to said building, generally known as 1230 N. Main Street, Viroqua, Wisconsin (the "Demised Premises"). The Demised Premises are located in and are a part of a shopping center (the "Shopping Center") located in the City of Viroqua, County of Vernon, State of Wisconsin, on Tax Parcel Number 286-01370-0000.

*As described
on attached
blueprint
WES*

The Demised Premises shall not include those portions of the building currently leased by Landlord to third parties for operation of an in-store bank and cellular telephone store (the "Third-Party Space"); provided that if Landlord ceases leasing either Third Party Space, such unleased space shall become part of the Demised Premises and may be used and occupied by Tenant without additional rent. For so long as (i) Landlord is leasing the Third-Party Space to one or more third parties and (ii) the only access point is through the Demised Premises, Landlord, the Third-Party tenant(s) and their respective agents, contractors, employees, servants, and invitees shall have right to access the Demised Premises during hours in which Tenant is open for business (which, hours, if any, shall be at Tenant's sole discretion) for the limited purpose of ingress and egress to the Third-Party Space. Landlord shall indemnify, save harmless and defend Tenant from and against any and all claims, actions, damages, suits, judgments, decrees, orders, liability and expense in connection with loss of life, personal injury and/or damage to property arising from such access to the Demised Premises or any part thereof, or occasioned wholly or in part by any action or omission of Landlord, the Third-Party Space tenant(s) or their respective agents, contractors, employees, servants, or invitees in connection therewith.

For so long as Landlord is leasing the Third-Party Space to one or more third parties, Landlord agrees to take all means necessary to prevent any manner of operation or use of such Third-Party Space not in accord with good merchandising standards. Without limitation, Landlord expressly covenants and agrees that the Third-Party Space will be kept in good condition and repair and will not be used for a purpose calculated to injure the reputation of the Demised Premises or Tenant or for any immoral or unlawful purpose whatsoever, or for any use, trade, business, occupation or vocation whatsoever that may in any way be illegal, disreputable or immoral, or for any purpose which would interfere with the rights of Tenant or the operation of its business. Any change in the use(s) or user(s) of the Third-Party Space shall require Tenant's written approval in its sole discretion.

ARTICLE II

Landlord's Title and Zoning

Section 2.1 Landlord's Title

Landlord covenants and warrants that Landlord has good, marketable and insurable fee simple title to the Shopping Center and the Demised Premises. Landlord further covenants and warrants that the Demised Premises will be and shall remain free and clear of any encroachments or encumbrances which could interfere with Tenant's use thereof during the term herein provided.

Section 2.2 Zoning

Landlord warrants the non-existence at the time of commencement of the term of this Lease of any zoning prohibition against the use of the Demised Premises for the purpose of conducting any general merchandising business including, but not limited to, a retail supermarket business. Landlord warrants at the time of the commencement of the term of this Lease the Demised Premises will be in compliance with all zoning laws, ordinances, and regulations including, without limitation, that said Demised Premises shall be constructed in such a manner so that the lowest point of the Demised Premises shall be at an elevation higher than the highest point of the 100 Year Flood Plan as designated by the U.S. Corp of Engineers, and that the governmental authority having jurisdiction over the Demised Premises has approved the Demised Premises, as completed, as being in compliance with all applicable zoning requirements, including, without limitation, flood zone requirements, and Landlord agrees to provide Tenant with true and correct copies of said approvals evidencing said zoning compliance. Tenant agrees not to use the Demised Premises in violation of such zoning. In the event that the zoning affecting the Shopping Center shall at any time be changed, modified or amended, and if the effect of said change, modification or amendment restricts or limits the use of the Demised Premises for Tenant's business, Tenant may, upon notice to Landlord, terminate this Lease.

ARTICLE III

Quiet Enjoyment

Landlord will put Tenant in actual possession of the Demised Premises at the beginning of the term of this Lease or such other date as may be herein elsewhere agreed upon, and Tenant, on paying the rent and performing the covenants herein agreed by it to be performed, shall and may peaceably and quietly have, hold and enjoy the Demised Premises for said term and any extensions thereof without interference by Landlord or any person lawfully or equitably claiming by, through or under Landlord.

ARTICLE IV

Term

Section 4.1 Initial Term

Tenant shall have and hold the Demised Premises for a term of six (6) years, commencing on the Effective Date (the "Commencement Date"), and ending, unless sooner terminated, on the last day of the sixth (6th) Lease Year (defined below). Notwithstanding the foregoing, Tenant

shall have and is hereby granted the right and option to terminate this Lease effective on the third anniversary of the Effective Date; provided, however, that unless Tenant shall notify Landlord in writing at least sixty (60) days prior to said three-year anniversary of its intention to exercise the option to terminate this Lease, it shall be deemed to have not exercised its option to terminate and the Lease shall continue in full force and effect.

Section 4.2 Extensions

Tenant, at its option, shall be entitled to the privilege and option of four (4) successive extensions of this Lease, each such extension to be for a period of three (3) years ("Options"), subject to all the terms and conditions herein provided. Unless Tenant shall notify Landlord in writing at least one hundred eighty (180) days prior to the expiration of the original term or any extension thereof of its intention to terminate this Lease, it shall be deemed to have exercised its Option to extend for the next ensuing term and shall not be required to give further notice of its intention to exercise such Option. Notwithstanding anything to the contrary contained in this Section 4.2, Tenant shall not have the right to extend the term of this Lease for any extended term if one hundred eighty (180) days prior to the expiration date of the then current term, Tenant shall be in default under this Lease beyond any applicable grace period.

ARTICLE V

Rent

Section 5.1 Minimum Rent

A. The minimum rent ("Minimum Rent") during the original term and all extension periods provided for herein shall be payable by Tenant on or before the first day of each month, in advance, at the office of Landlord or at such other place designated by Landlord, without any prior demand therefor and unless otherwise provided, in monthly installments as follows:

<u>Years</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
1 - 6	\$66,000	\$5,500

Extension periods: Rent during each extension period shall be reasonably negotiated and agreed upon by Landlord and Tenant at the time Tenant exercises each option; provided that annual Minimum Rent shall in no event be less than \$66,000 or greater than 1.5% of Tenant's Gross Sales (as defined below) for the prior year. In the event Landlord and Tenant are unable to agree on a Minimum Rent amount, Tenant may rescind its exercise of the extension.

B. The first payment of Minimum Rent shall be due on the Commencement Date as established by Section 4.1 above. Minimum Rent for any partial month shall be prorated.

Section 5.2 Percentage Rent

Except as limited herein, Tenant shall pay, within sixty (60) days after the expiration of each Lease Year, as percentage rent, an amount, if any, equal to one percent (1%) of Gross Sales, as defined below, in excess of \$6,760,000 of Gross Sales for the preceding Lease Year

(or fraction thereof in the case of any partial months). Nothing contained in this Section or in this Lease shall be construed to limit Article IX herein and nothing contained herein shall be construed to imply or express a covenant by Tenant to continuously occupy the Demised Premises or continuously operate a grocery store or supermarket or any other business in or upon the Demised Premises.

Section 5.3 Definition of "Lease Year"

The term "Lease Year" as used herein shall mean a period of twelve (12) consecutive, full calendar months, except for the first Lease Year which shall begin on the commencement date of the term hereof and end on the last day of the twelfth consecutive full calendar month thereafter. Each succeeding Lease Year shall commence on the day following the last day of the immediately preceding Lease Year.

Section 5.4 Definition of "Gross Sales"

The term "Gross Sales" as used herein, is hereby defined as the total amount of sales of goods made by Tenant, or its subtenant or assignee, in, at or from the Demised Premises during the Lease Year, at wholesale or retail, and delivered from the Demised Premises, except that the following shall not be included in Gross Sales or if they have been previously included in the Gross Sales of the Premises for any Lease Year, the same shall be deducted from Gross Sales for the then current Lease Year: (1) sales of merchandise subsequently returned for refund, credit or exchange, merchandise transferred to a warehouse or another store of Tenant or its subtenant, discounts of merchandise which shall be allowed to employees of Tenant or merchandise which shall be issued in redemption of trading stamps, bad debts from credit sales, deposits from customers, delivery charges, allowances or refunds on merchandise claimed to be defective or unsatisfactory; (2) any and all taxes levied upon, assessed against or measured by the receipt or purchase of merchandise sold on the Demised Premises and any and all occupational sales taxes, occupancy taxes and other taxes levied upon, assessed against, based upon or measured by gross receipts or any part thereof, for the sale or sales prices of merchandise and services or either, and which shall be payable by Tenant or any occupant of the Demised Premises, whether or not collected from customers as reimbursement or as agent of the taxing authority, and whether or not the same shall be commonly known as: a sales tax, use tax, retailer's occupations tax, luxury taxes, gross receipts tax, excise tax, franchise tax, or capital stock tax, whether imposed by any federal, state, municipal or governmental authority; (3) receipts from sales of beer, wine, liquor and tobacco, receipts from bottle and other refundable deposits, public telephones, vending machines, video and game machines, postage machines, postage stamps and postal services, money orders, lottery tickets, and similar items, check cashing and banking services and any and all service counter charges; (4) service and interest charges for time payment accounts and charge accounts; (5) receipts from sales of salvage cartons, meat scraps, suet, and other salvage merchandise; (6) receipts from sales to hospitals and charitable organizations; (7) payments received by Tenant elsewhere than at the Demised Premises on orders taken at the Demised Premises but filled elsewhere; and (8) the sale in bulk of all or substantially all of any business, inventory, or equipment operated from or located in the Demised Premises not in the ordinary course of business or the sale of trade fixtures, furniture and equipment use at or located in or upon the Demised Premises. Nothing contained in this Section 5.4 of the Lease shall be construed to limit any rights Tenant has under Article IX or Section 7.1 of this Lease.

Section 5.5 Statement of Records

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and year first written above.

LANDLORD:

SCHULTZ AND SORENSON PROPERTIES, LLC,
a Wisconsin limited liability company

By: William L. Schultz
Name: William Schultz
Title: V.P. owner

By: David Sorenson by K. L. POX
Name: David Sorenson
Title: owner

TENANT:

QUILLINS, INC.,
a Wisconsin corporation

By: [Signature]
Name: Michael J. Quinn
Title: President

503337

EXHIBIT B

Part of the Northeast Quarter (NE 1/4 of the Southeast Quarter (SE 1/4) of Section Thirty (30), Township Thirteen (13) North, Range Four (4) West, City of Viroqua, Vernon County, Wisconsin, described as follows: Commencing at the intersection of the South line of Airport Lane and the West line of U. S. Highway "14" thence South 89°27'45" West along said South line, 147.00 feet to the point of beginning of this description; thence continuing South 89°27'45" West along said South line, 613.74 feet; thence South 00°02' East 500.00 feet; thence North 89°27'45" East, 360.00 feet; thence North 00°02' West 155.00 feet; thence North 89°27'45" East, 400.74 feet; thence North 00°02' West 58.00 feet; thence South 89°27'45" West, 147.00 feet thence North 00°02' West, 292.00 feet to the point of beginning of this description.

Tax Parcel No. 286-01370-0000 and Tax Parcel No. 286-1372-0000

512743

When Recorded Return To (name, address):
Westby Co-op Credit Union
P.O. Box 70
Westby, WI 54667

Dawn M Nemec REG. OF DEEDS
VERNON COUNTY, WI
512743
04/06/2020 10:05 AM
RECORDING FEE: 30.00
TRANSFER FEE: 0.00
PAGE COUNT: 10
TAX EXEMPT #

Parcel Number: 286-01370-0000

- ☐ Construction Mortgage. This is a Construction Mortgage which secures an obligation incurred for the construction of an improvement on the Property, which may include the Property's acquisition cost. This obligation provides for future advances made for the completion of the contemplated improvement on the mortgaged Property.

Mortgage

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 03/24/2020
The parties and their addresses are:
Mortgagor:
Schultz and Sorenson Properties, LLC, A Wisconsin Limited Liability Company, 1230 N Main St Viroqua, WI 54665

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

Lender:
Westby Co-op Credit Union
P.O. Box 70
Westby, WI 54667

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property: See attached legal description

The property is located in Vernon at 1230 N Main St
(County) Viroqua, Wisconsin 54665
(Address) (City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$1,139,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*
 - B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced, and whether or not such future advances or future obligations are incurred for any purpose that was related or unrelated to the purpose of the evidence of debt. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
 - C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
 - D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

SIGNATURES. By signing under seal below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on today's date. Signed, sealed and delivered:

Mortgagor

Schultz and Sorenson Properties, LLC

William L. Schultz 03/24/2020
William L. Schultz, Member **Date**
(Seal)

Beth Sorenson 03/24/2020 guardian of
David M. Sorenson, Member, Beth Sorenson, **Date**
Guardian (Seal) David R Sorenson

Date
(Seal)

Date
(Seal)

☐ Refer to the attached *Signature Addendum* for additional parties and signatures.

Acknowledgment (Individual)

State of

County of

This instrument was acknowledged before me this
by

day of

Notary Public

My Commission Expires:

Acknowledgment (Business or Entity)

State of Wisconsin

County of Sauk

This instrument was acknowledged before me this 24th

day of March, 2020

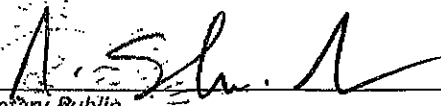
by William L. Schultz, Member and David M. Sorenson, Member, Beth Sorenson, Guardian

of Schultz and Sorenson Properties, LLC
a Wisconsin Limited Liability Company

(Title(s))

(Name of Business or Entity)

on behalf of the business or entity.



Notary Public

Arthur L. Shrader

My Commission Expires:

10/26/2022

This instrument was drafted by Julie Dunnum

(name).

512743

EXHIBIT "A"
Legal Description

Part of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 13 North, Range 4 West, City of Viroqua, Vernon County, Wisconsin, described as follows:

Commencing at the intersection of the South line of Airport Lane, and the West line of U.S. Highway #14; thence South 89 degrees 27 minutes 45 seconds West along said South line, 147 feet to the point of beginning of this description; thence continuing South 89 degrees 27 minutes 45 seconds West along said South line, 613.74 feet; thence South 0 degrees 02 minutes East, 500 feet; thence North 89 degrees 27 minutes 45 seconds East, 360.00 feet; thence North 0 degrees 02 minutes West, 155.00 feet; thence North 89 degrees 27 minutes 45 seconds East, 400.74 feet; thence North 0 degrees 02 minutes West, 58 feet; thence South 89 degrees 27 minutes 45 seconds West, 147 feet; thence North 0 degrees 02 minutes West, 292 feet to the point of beginning of this description.

TAX ROLL PARCEL NUMBER: 286-01370-0000
ADDRESS PER TAX ROLL: 1230 N. MAIN ST., VIROQUA

517746

When Recorded Return To (name, address):

Westby Co-op Credit Union

P.O. Box 70

Westby, WI 54667

SANDRA FAVOR
DEPUTY REG. OF DEEDS
VERNON COUNTY, WI

517746

12/01/2020 02:14 PM

RECORDING FEE: 30.00

TRANSFER FEE: 0.00

PAGE COUNT: 10

** This document has been electronically
recorded and returned to the submitter. **

Parcel Number: 286-01370-0000

- ☐ Construction Mortgage. This is a Construction Mortgage which secures an obligation incurred for the construction of an improvement on the Property, which may include the Property's acquisition cost. This obligation provides for future advances made for the completion of the contemplated improvement on the mortgaged Property.

Mortgage

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is

11/24/2020

The parties and their addresses are:

Mortgagor:

Schultz and Sorenson Properties, LLC, a Wisconsin Limited Liability Company 1230 N Main St Viroqua, WI 54665

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

Lender:

Westby Co-op Credit Union

P.O. Box 70

Westby, WI 54667

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property: See attached legal description

The property is located in Vernon

at 1230 N Main St

(County)

, Viroqua

, Wisconsin 54665

(Address)

(City)

(Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$1,172,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*
- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced, and whether or not such future advances or future obligations are incurred for any purpose that was related or unrelated to the purpose of the evidence of debt. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

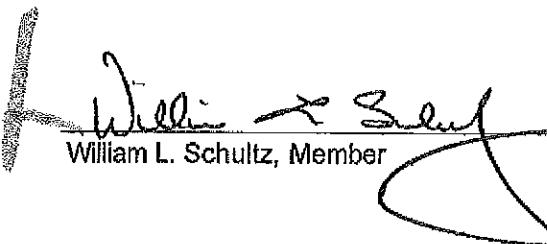
This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

SIGNATURES. By signing under seal below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on today's date. Signed, sealed and delivered:

Mortgagor

Schultz and Sorenson Properties, LLC


William L. Schultz, Member
Date
(Seal) 11/24/2020

Date
(Seal)

Date
(Seal)

Date
(Seal)

☐ Refer to the attached *Signature Addendum* for additional parties and signatures.

Acknowledgment (Individual)

State of

County of

This instrument was acknowledged before me this
by

day of

Notary Public

My Commission Expires:

Acknowledgment (Business or Entity)

State of Wisconsin

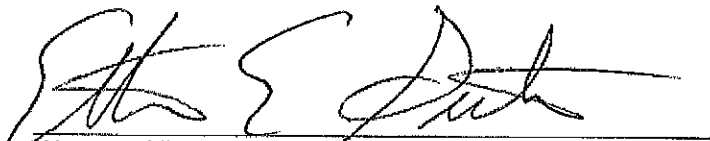
County of Sauk

This instrument was acknowledged before me this 24th
by William L. Schultz, Member

day of November, 2020

of Schultz and Sorenson Properties, LLC
a Wisconsin Limited Liability Company

(Title(s))
(Name of Business or Entity)
on behalf of the business or entity.

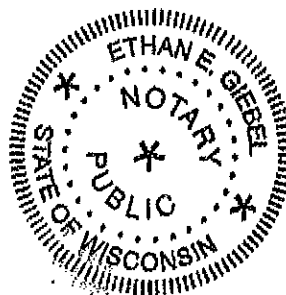


Notary Public

Ethan E. Giebel

My Commission Expires:

11/13/2022



This instrument was drafted by Julie Dunnum

(name).

517746

Parcel B:

Part of the NE 1/4 of the SE 1/4 of Section 30, Township 13 North, Range 4 West, City of Viroqua, Vernon County, Wisconsin, described as follows: Commencing at the intersection of the South line of Airport Lane and the West line of U.S. Highway #14; thence South 89 degrees 27 minutes 45 seconds West along said South line 147 feet to the point of beginning of this description: Thence continuing South 89 degrees 27 minutes 45 seconds West along said South line 613.74 feet; thence South 0 degrees 02 minutes East 500 feet; thence North 89 degrees 27 minutes 45 seconds East 360.00 feet; thence North 0 degrees 02 minutes West 155.00 feet; thence North 89 degrees 27 minutes 45 seconds East, 400.74 feet; thence North 0 degrees 02 minutes West 58 feet; thence South 89 degrees 27 minutes 45 seconds West 147 feet; thence North 0 degrees 02 minutes West 292 feet to the point of beginning of this description.

517747

When Recorded Return To (name, address):
Westby Co-op Credit Union
P.O. Box 70
Westby, WI 54667

SANDRA FAVOR
DEPUTY REG. OF DEEDS
VERNON COUNTY, WI
517747
12/01/2020 02:14 PM
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Parcel Number: 286-01370-0000

- ☐ Construction Mortgage. This is a Construction Mortgage which secures an obligation incurred for the construction of an improvement on the Property, which may include the Property's acquisition cost. This obligation provides for future advances made for the completion of the contemplated improvement on the mortgaged Property.

Mortgage

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 11/24/2020
The parties and their addresses are:
Mortgagor:
Schultz and Sorenson Properties, LLC, a Wisconsin Limited Liability Company 1230 N Main St Viroqua, WI 54665
- ☐ If checked, refer to the attached Addendum Incorporated herein, for additional Mortgagors, their signatures and acknowledgments.
- Lender:
Westby Co-op Credit Union
P.O. Box 70
Westby, WI 54667
2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property: see attached legal description

The property is located in Vernon at 1230 N Main St
(County) (City) (Zip Code)
, Viroqua, Wisconsin 54665
(Address)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, all water and riparian rights, wells, ditches, reservoirs, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$400,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*
 - B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Security Instrument whether or not this Security Instrument is specifically referenced, and whether or not such future advances or future obligations are incurred for any purpose that was related or unrelated to the purpose of the evidence of debt. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
 - C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
 - D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.


This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

SIGNATURES. By signing under seal below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on today's date. Signed, sealed and delivered:

Mortgagor

Schultz and Sorenson Properties, LLC



William L. Schultz, Member 11/24/2020
Date
(Seal)

Date
(Seal)

Date
(Seal)

Date
(Seal)

☐ Refer to the attached *Signature Addendum* for additional parties and signatures.

Acknowledgment (Individual)

State of

County of

This instrument was acknowledged before me this
by

day of

Notary Public

My Commission Expires:

Acknowledgment (Business or Entity)

State of Wisconsin

County of Sauk

This instrument was acknowledged before me this 24th
by William L. Schultz, Member

day of November, 2020

of Schultz and Sorenson Properties, LLC
a Wisconsin Limited Liability Company

(Title(s))

(Name of Business or Entity)

on behalf of the business or entity.

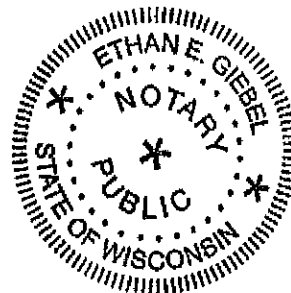


Notary Public

Ethan E. Giebel

My Commission Expires:

11/13/2022



This instrument was drafted by Julie Dunnum

(name).

517747

Parcel B:

Part of the NE 1/4 of the SE 1/4 of Section 30, Township 13 North, Range 4 West, City of Viroqua, Vernon County, Wisconsin, described as follows: Commencing at the intersection of the South line of Airport Lane and the West line of U.S. Highway #14; thence South 89 degrees 27 minutes 45 seconds West along said South line 147 feet to the point of beginning of this description: Thence continuing South 89 degrees 27 minutes 45 seconds West along said South line 613.74 feet; thence South 0 degrees 02 minutes East 500 feet; thence North 89 degrees 27 minutes 45 seconds East 360.00 feet; thence North 0 degrees 02 minutes West 155.00 feet; thence North 89 degrees 27 minutes 45 seconds East, 400.74 feet; thence North 0 degrees 02 minutes West 58 feet; thence South 89 degrees 27 minutes 45 seconds West 147 feet; thence North 0 degrees 02 minutes West 292 feet to the point of beginning of this description.

MARILYN HAUGE
REGISTER OF DEEDS
VERNON COUNTY, WI
525634

02/09/2022 09:17 AM
RECORDING FEE: 30.00
TRANSFER FEE: 0.00
PAGE COUNT: 9

** This document has been electronically
recorded and returned to the submitter. **

**REAL ESTATE MORTGAGE
SUBORDINATION AGREEMENT**
SBA Loan #53450055-01

This agreement dated for reference March 9, 2020
("Subordination Agreement"), is made by and among: the
SMALL BUSINESS ADMINISTRATION, an agency of the
United States of America ("SBA"); Westby Coop Credit Union
("Lender"); and David R. Sorenson and William L. Schultz and
Schultz and Sorenson Properties, LLC ("Owner")

RECITALS

SBA is the holder and beneficiary of a Mortgage
executed by Owner dated October 29, 2012, and recorded on
November 7, 2012, as Document No. 473596 in the Office of the
Register of Deeds of Vernon County, Wisconsin and Assigned to
SBA as Document No. 473597.

This Mortgage ("SBA Security Instrument") was pledged
to secure a note in the sum of \$1,707,000 in favor of WBD, Inc.,
f/k/a Wisconsin Business Development Finance Corporation
("CDC"), which evidences a loan made by the CDC to Schultz
and Sorenson Properties, LLC and Ted's & Fred's, Inc.
("Borrower") under SBA's 504 Loan Program ("SBA Loan").

Owner has also executed, or is about to execute, a Mortgage dated March 24, 2020
which shall be recorded concurrently herewith.

This Mortgage ("Lender's Security Instrument") secures a note in a sum not to exceed \$1,139,000 dated
3/24/2020 which evidences a loan to the Owner made by the Lender ("Lender Loan"). Doc # 512743

Lender has requested that SBA's lien position on the real and personal property described in the SBA
Security Instrument ("Property") be subordinated to the lien position of Lender's Security Instrument.
SBA is willing to do so provided that it retains its priority with regard to all other legal and equitable
interests in the Property.

AGREEMENT

In consideration of the mutual benefits to the parties and to induce Lender to make the Lender
Loan, it is hereby agreed as follows:

(1) Use of Lender Loan Proceeds. 100% of the proceeds of the Lender Loan shall be used
for the following described purpose(s): To refinance the existing Third Party Lender Loan Balance. Any

other use of the proceeds, except to pay necessary, reasonable and customary closing costs, shall void this Subordination Agreement.

(2) Lender Warranty. Lender would not make the Lender Loan without this Subordination Agreement.

(3) Subordination of SBA Lien Priority. Lender's Security Instrument, and any renewals or extensions thereof, shall be a lien on the Property prior to the lien of SBA's Security Instrument.

(4) Hold Harmless Agreement. Except as expressly provided herein, this Subordination Agreement shall not operate to, or be construed to, alter the priority of SBA's Security Instrument with regard to any legal or equitable interest in the Property. Owner and Lender shall hold SBA harmless from any impairment of its lien (with regard to any third party) which is occasioned by this Subordination Agreement.

(5) Required Signatures. This Subordination Agreement is void if it is not duly executed by SBA, Lender, and Owner, or does not contain the written approval of all other individuals and legal entities with direct or contingent liability for repaying the SBA Loan such as the Borrower and all Guarantor(s).

(6) Lender Compliance with SBA 504 Loan Program Requirements. All documents evidencing the Lender Loan and Lender's Security Instrument must comply with SBA 504 Loan Program requirements, including but not limited to those identified in the following subparagraphs, and, in the event one or more of the provisions in such documents do not comply with these requirements, Lender waives any right to enforce such provisions while the SBA Loan has any unpaid balance.

(a) No Open-Ended Features and No Future Advances. The Lender Loan must not be open-ended. The Lender may not make future advances except for reasonable costs of collection, maintenance, and protection of the Lender Loan and Lender's Security Instrument.

(b) No Early Call or Demand Provisions. The documents evidencing the Lender Loan and the Lender's Security Instrument must not contain an early call feature or any provision that allows Lender to make demand other than when there has been a material default under the terms of the Lender Loan documents, such as failure to make timely payments, failure to pay taxes when due, or violation of any financial covenants that would cause a prudent lender to believe that the prospect of payment or performance of the Lender Loan is impaired.

(c) No Cross-Collateralization. The Property covered by Lender's Security Instrument must only secure the Lender Loan; and the Property must not, currently or in the future, be used as security for any other financing provided by Lender that purports to be in a superior position to that of the SBA Loan, unless authorized in writing by SBA.

(d) No Cross-Default. During the term of the SBA Loan, Lender must not exercise any cross-default, "deem at-risk," or any other provisions in the documents evidencing the Lender Loan or Lender's Security Instrument that allow Lender to make demand on the Lender Loan prior to maturity unless the Lender Loan is in material default.

(e) Reasonable Interest Rate. The Lender Loan must have a reasonable interest rate that must not exceed the maximum interest rate for loans from commercial financial institutions as published periodically by SBA in the Federal Register and in effect as of the date of this Subordination Agreement.

(7) Notice of Default on Lender Loan. Lender must provide CDC and SBA with written notice of any material default on the Lender Loan or Lender's Security Instrument (referencing the SBA Loan number on page one of this Agreement) within thirty (30) days after the expiration of any cure period. Lender must also provide CDC and SBA with written notice of its intent to enforce collection of the Lender Loan at least sixty (60) days prior to initiating any judicial or non-judicial proceedings against the Borrower, Guarantor(s) or the Property. Notice under this Subordination Agreement shall be deemed to have been given when sent to the CDC at the following address: 4618 South Biltmore Lane, Madison, WI 53718; and to SBA at the following address: 801 R Street, Suite 101, Fresno California 93721.

(8) Limitation on Default Interest Rate on Lender Loan. In the event of default on the Lender Loan, Lender may not escalate the interest rate to a rate greater than the maximum rate published by SBA in the Federal Register and in effect as of the date of this Subordination Agreement. If SBA purchases the Lender Loan or note, SBA will only pay the interest rate on the note in effect before the date of default.

(9) Marshalling of Collateral for Lender Loan. In the event Lender decides to liquidate the Lender Loan, if Lender has taken additional collateral as security for the Lender Loan, Lender must liquidate the additional collateral prior to foreclosing its Security Interest in the Property, and must apply the proceeds from liquidation of the additional collateral to the Lender Loan prior to the proceeds from liquidation of the Property. Provided, however, that the Lender shall not be required to liquidate the additional collateral if it is not commercially reasonable to do so, (e.g., the additional collateral has insufficient value to justify the cost of collection) and Lender provides written justification for not liquidating the additional collateral in the 60 day notice it is required to provide the CDC and SBA prior to foreclosing its Security Interest in the Property.

(10) Subordination of Default Charges to SBA Loan.

(a) The term "Default Charges" includes, but is not limited to, prepayment penalties, as well as late fees, escalated interest, and other charges after default on the Lender Loan.

(b) To the extent the Lender's Security Instrument secures any amounts attributable to Default Charges, the Lender's Security Instrument is and will be subordinate to SBA's Security Instrument. This subordination applies only to CDC and SBA and their successors and assigns, and shall not inure to the benefit of Borrower or any guarantor of the Lender Loan.

(c) In the event of default on the Lender Loan, CDC or SBA may bring the Lender Loan current or acquire the Lender Loan including Lender's Security Instrument. Lender agrees that in either of these circumstances, the amount to bring the Lender Loan current or the purchase price of the Lender Loan will be net of all amounts attributable to Default Charges subordinated to the SBA Mortgage. Lender further agrees that if it receives any amounts attributable to Default Charges, Lender holds such funds in trust for SBA and will immediately remit them to SBA.

(d) If Lender sells, or intends to sell the note evidencing the Lender Loan:

(1) If the Lender Loan is not in default, within 15 calendar days of the sale Lender must provide CDC and SBA with written notice of the purchaser's name, address and telephone number and confirmation that the purchaser has received an executed copy of this Subordination Agreement.

(2) If the Lender Loan is in default and the Lender intends to sell the note as part

3 - Subordination Agreement WI 2015

of its liquidation strategy, Lender must provide the CDC and SBA with the option to purchase the note at the same price offered by any potential purchaser, net any Default Charges. SBA shall have 45 calendar days from receipt of the notice to exercise its option to purchase the note. If SBA does not exercise its option and the Lender sells the note, within fifteen calendar days of the sale the Lender must provide CDC and SBA with written notice of the purchaser's name, address and telephone number and confirmation that the purchaser has received an executed copy of this Subordination Agreement.

(11) Subordination of Swap Agreement Costs to SBA Loan. If the Lender Loan documents contain a swap component or hedging contract ("Swap Agreement"), all costs associated with the Swap Agreement, (which may be termed swap fees, termination fees, default fees), or other related fees, shall be subordinate to the amounts secured by SBA's Security Instrument.

(12) Cooperation in Event of Liquidation. In the event either the Lender Loan or SBA Loan is declared in default, the parties agree to liquidate the Property in a commercially reasonable and cooperative manner. For example, Lender agrees to: (a) accept a U.S. Treasury check(s) from SBA or CDC to facilitate SBA's liquidation strategy, including, for example, purchase of the Lender Loan; (b) to provide CDC and SBA with the loan payment status, loan payment history, and an itemized payoff statement on the Lender Loan; (c) to provide CDC and SBA, at no charge (except for reasonable charges for photocopies) with copies of any appraisal, environmental investigation, title examination or searches conducted by or for the Lender; and (d) provide any other information about Borrower or the Lender Loan requested by CDC and SBA.

(13) Lender Waiver of Right to Indemnification by SBA or CDC. If the Lender Loan documents contain provisions granting Lender the right to indemnification by subsequent owners of the Property, Lender waives its right to enforce such provisions against SBA and CDC in the event SBA or CDC acquires title to the Property through foreclosure, acceptance of a deed in lieu of foreclosure, or otherwise.

(14) No Implied Third Party Beneficiaries. The parties agree that this Subordination Agreement shall not grant any right, benefit, priority, or interest to any third party, including but not limited to the SBA Loan Borrower or guarantor(s).

(15) Successors and Assigns. This Subordination Agreement shall bind and inure to the benefit of the respective parties and their successors and assigns, including any party acquiring the Lender Loan and Lender's Security Instrument by sale, assignment, or other transfer from Lender. Lender agrees that SBA may assign this Subordination Agreement, and waives all rights to contest such assignment.

(16) Federal Law. When SBA is the holder of the note evidencing the SBA Loan, this Subordination Agreement and all related loan documents shall be construed in accordance with federal law. CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes, but by using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax, or liability. Lender may not claim or assert against SBA any local or state law to deny any obligation of the Borrower, or defeat any claim of SBA with respect to the SBA Loan.

(17) Termination. This Subordination Agreement will terminate upon payment in full of either the Lender Loan or the SBA Loan and all costs related thereto.

(18) Counterparts. This Subordination Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which together constitute one and the

same instrument.

(19) Validity of Provisions. In the event that any provision of this Subordination Agreement is deemed invalid by a court of competent jurisdiction, all other provisions of this Subordination Agreement shall remain valid and enforceable.

(20) Authority to Execute Subordination Agreement. The persons signing below certify that they have been duly authorized to execute this Subordination Agreement on behalf of their respective party.

U.S. SMALL BUSINESS ADMINISTRATION



John L. Gossett
Assistant Center Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Fresno)

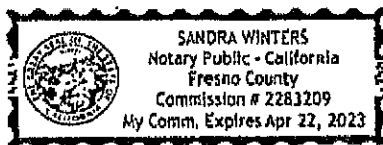
On MAR 09 2020 before me, Sandra Winters, Notary Public, personally appeared John L. Gossett, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sandra Winters
Sandra Winters



5 - Subordination Agreement WI 2015

Westby Coop Credit Union, Lender

By: [Signature]
Art Shrader, MBL Officer

State of Wisconsin)
County of Sauk)

On 24 March before me, Art Shrader Notary Public, personally appeared Art Shrader, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

Signature [Signature] My Commission Expires: 10.26.22
Arthur L. Shrader 10/26/2022

Schultz and Sorenson Properties, LLC, Owner/Borrower

By: David R. Sorenson By: William L. Schultz
David R. Sorenson, Member William L. Schultz, Member

Guardian for David R. Sorenson

State of Wisconsin)
County of Sauk)

On 24 March before me, Art Shrader a Notary Public, personally appeared David R. Sorenson and William L. Schultz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons or the entity upon behalf of which the person acted, executed the instrument.

Signature [Signature] My Commission Expires: 10.26.22
Arthur L. Shrader

Ted's & Fred's Inc. Co-Borrower

By: David R. Sorenson
David R. Sorenson, President

By: William L. Schultz
William L. Schultz, Vice President

guardian for David R Sorenson

State of Wisconsin)
County of Sauk)

On 24 March, before me, David R. Sorenson & William L. Schultz Notary Public, personally appeared David R. Sorenson and William L. Schultz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons or the entity upon behalf of which the persons acted, executed the instrument.

Signature Arthur L. Shrader My Commission Expires: 10-26-22

Consented to and approved by:

William L. Schultz, Guarantor

By: William L. Schultz
William L. Schultz, Individually

State of Wisconsin)
County of Sauk)

On 3-24-20 before me, William L. Schultz a Notary Public, personally appeared William L. Schultz, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons or the entity upon behalf of which the persons acted, executed the instrument.

Signature Arthur L. Shrader My Commission Expires: 10-26-22

David R. Sorenson, Guarantor

By: Beth Sorenson guardian
David R. Sorenson, Individually
for David R. Sorenson

State of Wisconsin

County of Sauk }

On 3.24.20 before me, Arthur L. Shrader a Notary Public, personally appeared David R. Sorenson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons or the entity upon behalf of which the persons acted, executed the instrument.

Signature

Arthur L. Shrader

My Commission Expires:

10.26.22

This Document was drafted by Vicki Stone

EXHIBIT A -- "LEGAL DESCRIPTION"

Part of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 13 North, Range 4 West, City of Viroqua, Vernon County, Wisconsin, described as follows:

Commencing at the intersection of the South line of Airport Lane, and the West line of U.S. Highway #14; thence South 89 degrees 27 minutes 45 seconds West along said South line, 147 feet to the point of beginning of this description; thence continuing South 89 degrees 27 minutes 45 seconds West along said South line, 613.74 feet; thence South 0 degrees 02 minutes East, 500 feet; thence North 89 degrees 27 minutes 45 seconds East, 360.00 feet; thence North 0 degrees 02 minutes West, 155.00 feet; thence North 89 degrees 27 minutes 45 seconds East, 400.74 feet; thence North 0 degrees 02 minutes West, 58 feet; thence South 89 degrees 27 minutes 45 seconds West, 147 feet; thence North 0 degrees 02 minutes West, 292 feet to the point of beginning of this description.

TAX ROLL PARCEL NUMBER: 286-01370-0000

ADDRESS PER TAX ROLL: 1230 N. MAIN ST., VIROQUA

OFFER OF DEDICATION

THIS INSTRUMENT, made between William J. Brendel and Elizabeth J. Brendel, husband and wife, and each in his and her own right, GRANTORS, and the City of Viroqua, a Municipal Corporation, GRANTEE,


WITNESS: That the Grantors, for a valuable consideration, for themselves, their heirs, successors and assigns, hereby irrevocably offer to dedicate a street, sixty feet (60') wide, to the Grantee, at its option, more particularly described as:

Part of the East 25 acres of the NE1/4 SE1/4, Section 30, Town 13 North, Range 4 West, Vernon County, Wisconsin, more particularly described as: a parcel sixty feet (60') wide, from the South line of said NE1/4 SE1/4 to the North line of said NE1/4 SE1/4, the centerline of which shall be as designated by the Grantors in writing to the Grantee, but upon failure to so designate such centerline within 60 days of request by the Grantee to do so, then said sixty feet (60') shall be the West sixty feet (60') of said East 25 acres of the said NE1/4 SE1/4.

The Grantee may elect to accept this offer by written notice of election given to the Grantors, their heirs, successors or assigns, 90 days prior to acceptance thereof.

Dated this 20th day of October, 1986.


William J. Brendel


Elizabeth J. Brendel

STATE OF WISCONSIN)
COUNTY OF VERNON): SS

Personally came before me this 20th day of Oct., 1986, the above named William J. Brendel and Elizabeth J. Brendel, to me known to be the persons who executed the foregoing and

VOL 306 PAGE 193

acknowledged the same.

Kerry Hall

Kerry Hall
Notary Public
Vernon County, Wisconsin
My Commission: August 9, 1987

This Instrument drafted by
David L. Jenkins
428 S. Main, Viroqua, Wisconsin
City Attorney

6.00 pd.

Register's Office } SS
Vernon Co. Wis.
Rec'd for record 31 day of Oct.
19 86 at 10:30 o'clock A. M.
and Recorded in Vol. 306 of Records on
Page 193
Hera Nelson
Register of Deeds

AVIGATION EASEMENT
Viroqua Municipal Airport

WHEREAS, Ted's & Fred's, Inc., a corporation duly organized and existing under the laws of the State of Wisconsin and duly authorized to transact business in the State of Wisconsin, with its principal place of business at 115 Second Street, City of Reedsburg, County of Sauk, State of Wisconsin, hereinafter referred to as the Grantor, is the owner in fee of that certain tract or parcel of land situated in the County of Vernon, State of Wisconsin, described in paragraph 1 below; and

WHEREAS, the City of Viroqua, a municipal corporation organized and existing under the laws of the State of Wisconsin, hereinafter referred to as the Grantee, is the owner and operator of the Viroqua Municipal Airport, situated in the said County of Vernon, State of Wisconsin, and in close proximity to the said tract or parcel of land of the Grantor; and

WHEREAS, for the protection of aircraft landing and taking off at the Viroqua Municipal Airport, it is deemed necessary to obtain and preserve for the use and benefit of the public a right of free and unobstructed flight for aircraft landing upon, taking off from, or maneuvering about the said airport;

NOW THEREFORE,

1. In consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration in hand paid the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, the Grantor, for itself, its heirs, successors and assigns does hereby convey and grant to the Grantee, for the use and benefit of the public, a perpetual easement and right-of-way for the free and unobstructed passage of aircraft, and the right to cause such sound as may be inherent in the operation of such aircraft, by whomsoever owned or operated, in, through and across the airspace over and above those parts of the Grantor's lands which are bounded and described as follows:

That part of the Northeast Quarter of the Southeast Quarter, Section 30, T13N, R4W, City of Viroqua, Vernon County, Wisconsin, more fully described as follows:

Commencing at the East Quarter corner of said Section 30; thence S 89 01'10" W, 598.80 feet along the north line of the Southeast Quarter; thence S 36 29'26" W, 35.21 feet to the point of beginning;

1. Thence S 36 29'26" W, 337.81 feet;
2. Thence N 00 01'49" W, 269.79 feet to the south line of Airport Road;
3. Thence N 89 29'13" E, 201.04 feet to the point of beginning.

Said parcel contains 0.623 acres, more or less. THIS IS NOT HOMESTEAD PROPERTY.

Provided, however, that the airspace in which the said easement and right-of-way is herein granted shall be that airspace which lies at or above the following height above the present surface of said land:

An elevation of one thousand three hundred feet above mean sea level (1300' MSL), being approximately thirty one feet above the surface (31' AGL), at all points over the above described parcel.

2. Determination of non-conforming obstructions shall be based on the mean sea level elevation(s) given above.

3. The Grantor, for itself, its heirs, successors and assigns, does hereby grant and convey to the Grantee, for the considerations hereinabove set forth, a continuing right to keep the airspace above the aforesaid heights clear and free from any and all fences, crops, trees, poles, buildings, and other obstructions of any kind or nature whatsoever which now extend, or which may at any time in the future extend, above the aforesaid heights of land, together with a continuing right of entry upon the aforesaid land, for the purpose of effecting and maintaining such clearances and of removing any and all obstructions which now or may hereafter extend above the said heights. All trees that have reached a height within five feet (5') of the specified mean sea level height limitation may be cleared.

4. All rights hereby granted are limited to the exercise of such rights at or above the mean sea level height limitations over the Grantor's land herein specified, and their effect on the parcel of land herein described.

5. For the considerations hereinabove set forth the Grantor hereby covenants, both for itself and its heirs, executors, administrators and assigns, for and during the life of this easement as follows:

- (a) Grantor shall not hereafter construct nor permit nor suffer to remain upon said land any obstruction that extends above the heights aforesaid;
- (b) Grantor shall not hereafter use or permit or suffer use of the land first above described in such a manner as to create electrical interference with radio communication between the installation upon the aforesaid Airport and aircraft or as to make it difficult for flyers to distinguish between airport lights and others, or as to result in glare in the eyes of flyers using the said airport, or as otherwise to endanger the landing, taking-off or maneuvering of aircraft;

and the aforesaid covenants and agreements shall run with the land, and that for the purposes of this instrument, the real estate described in paragraph 1 and owned by the Grantor shall be the servient tenement, and the Viroqua Municipal Airport shall be the dominant tenement.

6. An appeal from the amount of compensation may be made within six months after the date of recording of this deed as set forth in s.32.05(9) to (12) and Ch. 808 and 809, Wisconsin Statutes, for appeals from an award under s.32.05(7), Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation shall be treated as the award, and the date the deed is recorded shall be treated as the date of taking and the date of evaluation.

IN WITNESS WHEREOF, the Grantor has caused these presents to be assigned by Alan T. Brekke, President and countersigned by William P. Moffitt, Officer Vice President, this 14th day of June, 1990.

Ted's & Fred's, Inc.
Corporate Name

Alan T. Brekke President

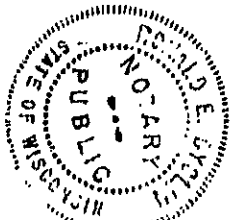
Countersigned:

William P. Moffitt Vice President

NOTARY ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss
COUNTY OF Sauk)

Personally came before me, this 14th day of June, 1990,
Alan T. Brekke, President, and William P. Moffitt, Vice President
Officer Title Officer Title
of the above named corporation to me known to be the person(s) who executed the foregoing instrument as such officers of said corporation, by its authority.



Ronald E. Dyslin

Ronald E. Dyslin
Notary Public, State of Wisconsin
My Commission Expires May 15, 1994

This instrument was drafted by the Wisconsin Department of Transportation, Bureau of Aeronautics.

WLP:6/08/84.ES:bd 23004x5:LAIPB.92

Project No. AIP-01

Register's Office }
Vernon Co. Wis. }
Rec'd for record }
19 90 at 11:45 }
and Recorded in Vol. 342 of Register's Office }
Page 281 of 281 } Parcel No. 14
Register of Deeds

Due 10 00
City of Utopia
W. David Johnson

339736

VOL 385 PAGE 100

Register's Office
Vernon Co., Wis.
 Rec'd for record
 19 93 at 3:54 o'clock PM
 and Recorded in Vol 385 of Grant
 Page 100
 29 day of Sept
 1993
 J. Nelson
 Register of Deeds
RECIPROCAL EASEMENT AGREEMENT

WHEREAS, NORTHFIELD RESTAURANT CORP., ("NRC"), a Wisconsin corporation, is the owner of the parcel of real estate described on Exhibit A ("Parcel One") attached hereto, and ALAN T. BREKKE and YVONNE J. BREKKE, husband and wife ("The Brekkes") are owners of the parcel of real estate described on Exhibit B ("Parcel Two"); and

WHEREAS, the Parties desire to exchange easements for pedestrian and vehicular ingress and egress, parking, and signage:

NOW, THEREFORE, for a valuable consideration, the Parties agree as follows:

ARTICLE IEASEMENTS

1.01 Grant of Easements. As long as the two parcels shall be held by any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental agency or other business entity now or hereafter holding an ownership interest in fee in either of the parcels (which persons are herein sometimes singularly called an "Owner" and collectively called the "Owners"), the two parcels shall be subject to the following easements, without payment of any fee or charge, except as otherwise set forth herein.

1.02 Reciprocal Pedestrian Easements. The Parties hereby grant each other nonexclusive easements over their respective parcels for the purpose of pedestrian traffic between each parcel and (i) each other parcel which is contiguous thereto; (ii) the public streets and alleys now or hereafter abutting or located on a portion of either of the parcels; (iii) the parking areas now and hereafter located on either parcel; limited, however, to those portions of each parcel which are improved by the Owner thereof from time-to-time for pedestrian walkways.

1.03 Vehicular Easement Over Parcel Two. The Brekkes hereby grant NRC a nonexclusive easement (in favor of Parcel One) for the purpose of vehicular traffic over, upon and across Parcel Two to the public streets and alleys now and hereafter abutting or located on any portion of Parcel Two (specifically, but not limited to Airport Lane and Highways 14, 61 and 27) limited, however, to those portions of the parcels which are improved by the Owner thereof from time-to-time for vehicular accessways.

1.04 Parking Easement Over Parcel Two. The Brekkes hereby grant NRC a nonexclusive easement in favor of Parcel One (on Parcel Two) for access to and use for overflow vehicular parking purposes for customers and licensees of the Owner of Parcel One; limited,

Pd 24⁰⁰ Liberty Title

however to those portions of Parcel Two which are improved by the Owner thereof from time-to-time for such parking and access purposes and further limited to ten (10) parking stalls only on Parcel Two and being located immediately West of Parcel One.

1.05 Signage Easement on Parcel One. NRC hereby grants the Brekkes an exclusive easement for the installation, use, testing, connection to, operation, maintenance, repair, replacement and removal of the sign located on that portion of Parcel One described on Exhibit C, in favor of Parcel Two; provided however, that all pipes, wires, lines, conduits to such sign and the sign and related equipment will be installed, operated and maintained in a manner which will not unreasonably interfere with the use of Parcel One or improvements thereon and provided further, that the Owner of Parcel Two shall repair any damage to and restore any portion of Parcel One after the exercise of any easement rights granted under this paragraph.

ARTICLE II

NATURE OF EASEMENTS AND RIGHTS GRANTED

2.01 Easements Appurtenant. Each and all of the easements and rights granted or created herein are appurtenances to the affected portions of the parcels and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such portions.

2.02 Nature and Effect of Easements. Each and all of the easements, covenants, restrictions and provisions contained in this Agreement:

- a) Constitute covenants running with the land; and
- b) Shall bind every person or entity having any fee, leasehold or other interest in any portion of any of the parcels at any time or from time-to-time to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

ARTICLE III

MAINTENANCE OF EASEMENT AREAS

3.01 Easement Area Maintenance. Each owner shall maintain the areas subject to the easements located on its parcel. Such maintenance shall include, but shall not be limited to:

- a) Maintenance, repair and replacement of the surface and subsurface of parking lot and driveways to maintain it level, smooth and evenly covered with the type of materials

originally constructed thereon or such substitutes as will in all respects be equal to such materials in quality, appearance and durability;

- b) Removal from the pedestrian, vehicular and parking easement areas of papers, debris, ice, snow, refuse and other hazards to persons using the said areas, and washing or thoroughly sweeping paved areas as required;
- c) Maintenance of such appropriate parking easement area entrance, exit and directional signs, markers and lights as will be reasonably required from time-to-time; and
- d) Such painting and repainting as may be required to maintain the parking easement area and equipment installed thereon in high quality condition.

3.02 Cost of Maintenance of Easements Areas. Except to the extent that such areas might be operated and maintained by public authorities or utilities, the Owner of each parcel will operate and maintain all of the areas of the parcel which are subject to the pedestrian, vehicular and parking easements in sound structural and operating condition at the sole expense of the Owner of the particular parcel. The Owner of Parcel Two will operate and maintain the signage easement area and the sign and related equipment located within the boundaries of Parcel One in good condition.

ARTICLE IV

DURATION AND TERMINATION

4.01 Duration. The easements, covenants, restrictions and other provisions of this Agreement shall be of perpetual duration.

ARTICLE V

BENEFIT

5.01 This Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, executors, administrations, representatives, successors and assigns.

ARTICLE VI

SEVERABILITY

6.01 If any term or provision of this Agreement shall to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

ARTICLE VIIAPPLICABLE LAW

8.01 This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the Parties have executed this Reciprocal Easement Agreement this 27th day of August, 1993.
 ... 5:27 PM

NORTHFIELD RESTAURANT CORP.

By: [Signature]

Alan T. Brekke
 Alan T. Brekke

[Signature]

Yvonne J. Brekke
 Yvonne J. Brekke

STATE OF WISCONSIN)
 COUNTY OF VERNON) ss.

Personally came before me this 30th day of AUGUST, 1993, Alan T. Brekke and Yvonne J. Brekke, to me known to be such persons who executed the foregoing instrument and acknowledged they executed the same for the purposes therein contained.

[Signature]
 Gary T. Monson, Notary Public
 Vernon County, Wisconsin
 My Commission Is Permanent.

STATE OF KANSAS)
 COUNTY OF SEDGWICK) ss.

Personally came before me this 27th day of September, 1993, DALE G. WIGGINS, PRES. and ALBERT J. KIRK, SEC. of NORTHFIELD RESTAURANT CORP., a Wisconsin corporation, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority, for the purpose therein contained.



Beverly J. Lee, Notary Public
Sedgwick County, Kansas
My Commission: 4/24/96

CONSENT

Gateway Foods, Inc., a Wisconsin corporation, does hereby expressly consent to the execution of the above and foregoing instrument by Alan T. Brekke and Yvonne J. Brekke, husband and wife.

Dated this 24 day of September, 1993.

GATEWAY FOODS, INC.

By: Larry W. Kordisch
Larry W. Kordisch, Vice President

By: M. Louise McFall
M. Louise McFall, Asst. Secretary

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS.

Personally came before me this 24 day of September, 1993, the above named Larry W. Kordisch Vice President and M. Louise McFall, Asst. Secretary of the above named corporation, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by its authority, for the purpose therein contained.

Karen E. Pruitt
Notary Public, State of Oklahoma
My Commission Expires: 4-26-96

This Instrument Drafted By:

ENDICOTT & MONSON LAW OFFICES
302 Minshall Avenue,
P. O. Box 289
Viroqua, WI 54665-0289

EXHIBIT "A"

A parcel of land in the Northeast Quarter of the Southeast Quarter (NE 1/4 SE 1/4) of Section 30, Township 13 North, Range 4 West, City of Viroqua, Vernon County, Wisconsin, described as follows:
Commencing at the Southeast corner of said Section 30, thence N 00° 02' 00" W 2270.82' along the centerline of USH 14, and the East line of Section 30; thence S 89° 27' 45" W 60.00' to a 3/4" iron bar on the West right of way line of USH 14; thence N 00° 02' 00" W 158.00' to a 3/4" iron bar on the said West right of way line, the point of beginning. Thence S 89° 27' 45" W 147.00' to a 3/4" iron bar; thence N 00° 02' 00" W 192.00' to a 3/4" iron bar at the South right of way line of Airport Lane; thence N 89° 27' 45" E 147.00' along said South right of way line to the aforementioned West right of way line of USH 14; thence S 00° 02' 00" E 192.00' to the point of beginning. Said parcel contains 28,244 square feet, or 0.6479 acre.

EXHIBIT "B"

A parcel of land being part of the Northeast One Quarter of the Southeast One Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Thirty (30), Township Thirteen (13) North of Range Four (4) West, City of Viroqua, Vernon County, Wisconsin, described as follows: Commencing at the Southeast corner of said Section Thirty (30), thence North 0° 02' West, 2,270.82 feet, thence South 89° 27' 45" West 207.00 feet to the point of beginning of this description.

Thence continue South 89° 27' 45" West, 253.74 feet;

Thence South 0° 02' East, 150.00 feet;

Thence South 89° 27' 45" West, 360.00 feet;

Thence North 0° 02' West 500.00 feet to the South Right-of-Way of Airport Lane;

Thence North 89° 27' 45" East along said Right-of-Way, 613.74 feet;

Thence South 0° 02' East 350.00 feet to the point of beginning.

Subject to a avigation easement as recorded in Volume 342, page 280.

Subject to easements, restrictions, reservations and highway rights of way of record.

Parcel contains 268,809 square feet more or less.

EXHIBIT "C"

A parcel of land in the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 30, Township 13 North, Range 4 West, City of Viroqua, Vernon County, Wisconsin, described as follows:

Commencing at the Southeast corner of said Section 30; thence N 00° 02' 00" W 2270.82' along the centerline of USH 14, and the East line of Section 30; thence S 89° 27' 45" W 60.00' to a 3/4" iron bar on the West right-of-way line of USH 14; thence N 00° 02' 00" West 350.00' to a 2 inch iron pipe located at the intersection of said West right-of-way line and the South line of Airport Lane; thence S 89° 27' 45" West 15.00' along the South line of Airport Lane to the point of beginning; thence South 30.00'; thence West 25.00'; thence North 30.00' to the South line of Airport Lane; thence N 89° 27' 45" East 25.00' to the point of beginning.

388754
Document Number

EASEMENT, ASSIGNMENT
OF EASEMENT AND
EASEMENT AGREEMENT
Title of Document

VOL. 530 PAGE 658

Parcel 1.

Part of the NE 1/4 of the SE 1/4 of Section 30, Township 13 North, Range 4 West, City of Viroqua, Vernon County, Wisconsin, described as follows: Commencing at the intersection of the South line of Airport Lane, and the West line of U.S. Highway #14; thence South 89 degrees 27 minutes 45 seconds West along said South line 147 feet to the point of beginning of this description; thence continuing South 89 degrees 27 minutes 45 seconds West along said South line 613.74 feet; thence South 0 degrees 02 minutes East 500 feet; thence North 89 degrees 27 minutes 45 seconds East 360.00 feet; thence North 0 degrees 02 minutes West 150.00 feet; thence North 89 degrees 27 minutes 45 seconds East 400.74 feet; thence North 0 degrees 02 minutes West 58 feet; thence South 89 degrees 27 minutes 45 seconds West 147 feet; thence North 0 degrees 02 minutes West 292 feet to the point of beginning of this description.

Parcel 2.

A parcel of land in the northeast 1/4 of the southeast 1/4 of Section 30, T 13 N, R 4 W, City of Viroqua, Vernon County, Wisconsin, more fully described as follows:

Commencing at the southeast corner of said Section 30, thence N 0° 02' 00" W 1934.82' along the east line of the southeast 1/4 of said Section 30, thence S 89° 27' 45" W 460.74' to the point of beginning, thence S 0° 02' 00" E 3.09', thence 63.79' along an 85' radius curve to the left, the chord of which bears S 21° 32' 00" E 62.31'; thence S 43° 02' 00" E 6.11'; thence 78.28' along a 115' radius curve to the right, the chord of which bears S 23° 32' 00" E 76.78'; thence S 04° 02' 00" E 0.45', thence S 89° 27' 45" W 30.07', thence 56.47' along a 85.00' radius curve to the left, the chord of which bears N 24° 00' 00" W 55.44'; thence N 43° 02' 00" W 6.11'; thence 86.32' along a 115' radius curve to the right, the chord of which bears N 21° 32' 00" W 84.30'; thence N 0° 02' 00" W 339.09', thence N 89° 27' 45" E 30.07', thence S 0° 02' 00" E 336.00' to the point of beginning.

Parcel 3.

A parcel of land described in Volume 307, Page 231, being a part of the NE 1/4 of the SE 1/4 of Section 30, T 13 N, R 4 W, City of Viroqua, Vernon County, Wisconsin and described as follows: Commencing at the intersection of the South line of Airport Lane and the West line of USH 14, thence South 00 degrees 02 minutes 00 seconds East 550.00 feet; thence South 89 degrees 27 minutes 45 seconds West 400.74 feet to a 3/4 inch iron bar; thence South 00 degrees 02 minutes 00 seconds East 136.00 feet to a 3/4 inch iron bar at the Northwest corner of the aforementioned property described in Volume 307, Page 231; thence continuing South 00 degrees 02 minutes 00 seconds East 3.09 feet along the West line thereof, to a 3/4 inch iron bar, the point of beginning. Thence 63.79 feet along an 85.00 foot radius curve to the left, the chord of which bears south 21 degrees 32 minutes 00 minutes East 62.31 feet; thence South 43 degrees 02 minutes 00 seconds East 6.11 feet; thence 78.28 feet along a 115.00 foot radius curve to the right, the chord of which bears South 23 degrees 32 minutes 00 seconds East 76.78 feet; thence South 04 degrees 02 minutes 00 seconds East 0.45 feet to a 3/4 inch iron bar at the South line of the said parcel; thence South 89 degrees 27 minutes 45 seconds West 30.07 feet along said South line to a 3/4 inch iron bar; thence 56.47 feet along a 85.00 foot radius curve to the left, the chord of which bears North 24 degrees 00 minutes 00 seconds West 55.44 feet; thence North 43 degrees 02 minutes 00 seconds West 6.11 feet; thence 1.32 feet along a 115.00 foot radius curve to the right, the chord of which bears North 42 degrees 41 minutes 46 seconds West 1.32 feet to a 3/4 inch iron bar; thence North 00 degrees 02 minutes 00 seconds West 77.46 feet to the point of beginning. Said parcel contains 0.07 acre.

Recorded Vernon County, WI
Register of Deeds Office
Betty J. Bolton-Register

JUL - 5 2001

Time: 3:20 P.M.

Volume: 530 Page: 658

Fee: 22.0000

Record this document with the Register of Deeds

Name and Return Address: 1st Natl. Bk.

William L. Schultz
Jubilee Foods
1230 North Main Street
Viroqua, WI 54665

62-286-1374; 62-286-1370; 62-286-1370-3; 62-286-1370-4; 62-286-1372
(Parcel Identification Number)

**EASEMENT, ASSIGNMENT OF EASEMENT
AND EASEMENT AGREEMENT**

THIS EASEMENT, ASSIGNMENT OF EASEMENT AND EASEMENT AGREEMENT, made and entered into this 19 day of June, 2001, between ALAN T. BREKKE, YVONNE J. BREKKE, WILLIAM P. MOFFITT, ELIZABETH A. MOFFITT ("Grantor") and TED'S & FRED'S, INC., a Wisconsin corporation ("Assignor") and DAVID R. SORENSON and WILLIAM L. SCHULTZ ("Grantee"). The following statements are a material part of this agreement:

- A. Grantee is the collective owner of Parcel 1 described on attached Exhibit A.
- B. Grantor is the collective owner of Parcel 2 described on attached Exhibit A.
- C. Assignor is the beneficiary of an access easement over and across Parcel 3 described on attached Exhibit A.
- D. Grantor wishes to grant and Grantee wishes to receive an easement over and across Parcel 2 and Assignor wishes to assign and Grantee wishes to receive, an assignment of Assignor's easement over and across Parcel 3.

THEREFORE, in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, covenants and restrictions are made:

1. INGRESS AND EGRESS EASEMENT; ASSIGNMENT

Grantor grants and conveys to Grantee a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress to and from Parcel 1, appurtenant to Parcel 1, over, upon and across Parcel 2. Ted's & Fred's hereby assigns to Grantee its perpetual non-exclusive easement over and across Parcel 3 which was granted to Assignor in Volume 402 of Records, page 278, office of the Register of Deeds for Vernon County, Wisconsin.

2. MAINTENANCE

A. Grantor covenants and agrees to maintain in good condition and repair, or cause to be maintained and kept in repair, the driveway easement area described as Parcel 2. The obligation of the Grantor to maintain, repair and keep in repair the driveway shall, without limiting its generality, include the following:

- 1. Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability; and

2. Removing all snow and ice to the extent reasonably necessary to keep the area in an orderly condition;

3. DEFAULT

In the event the Grantor fails, after ten (10) days prior written notice, to repair and maintain the driveway easement area as provided above, Grantee may, at their option, repair and maintain part or all of the area and any amount which Grantee shall expend for such purpose, or which shall otherwise be due, shall be paid to Grantee on demand, without contest, upon delivery of their invoice, together with interest at the lower of (i) the rate of 10% per annum, or (ii) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall have become due to the date of payment in full.

4. RULES AND REGULATIONS

Grantor shall have the right to enact reasonable rules concerning the conduct and operation of the driveway easement area.

5. COMPLIANCE WITH LAWS AND REGULATIONS - INDEMNIFICATION

Grantor covenants and agrees, to comply with all laws, rules, regulations and requirements of all public authorities, including the payment of all real estate taxes and assessments on the easement area and to indemnify, defend and hold Grantee harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and attorney's fees) arising out of or in any way related to Grantor's failure to maintain the easement area in a safe condition. Grantee shall give prompt and timely notice of any claim made or suit or action commenced against Grantee which in any way would result in indemnification under this paragraph.

6. NOTICES

Every notice under this Easement and Agreement shall be given only by certified or registered mail or by telegram and shall be given when the letter is deposited in the mail or the telegram filed with the telegraph company, postage or charges prepaid, and directed to Grantor at 617 North Willow, Reedsburg, Wisconsin 53959 and to Grantee at 1230 North Main Street, Viroqua, Wisconsin 54665.

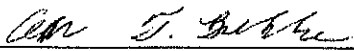
7. SUCCESSION


This agreement shall run with the land and bind and inure to the benefit of Grantor's heirs, administrators, executors, successors and assigns and Grantee's successors and assigns.

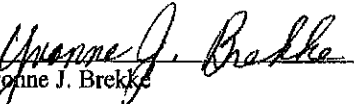
TO INDICATE THEIR CONSENT TO THIS AGREEMENT, Grantor, Grantee and Assignor, or their authorized representatives or officers, have signed this document.

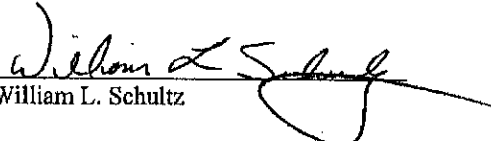
GRANTOR:

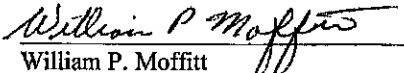
GRANTEE:

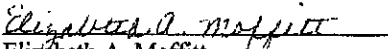

Alan T. Brekke


David R. Sorenson


Yvonne J. Brekke


William L. Schultz


William P. Moffitt


Elizabeth A. Moffitt

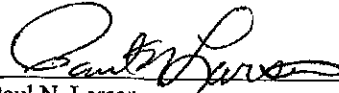
ASSIGNOR: TED'S & FRED'S, INC.


David R. Sorenson, President


Beth J. Sorenson Secretary

STATE OF WISCONSIN)
)
COUNTY OF VERNON)

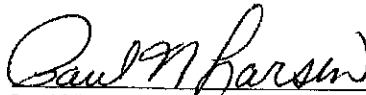
Personally came before me this 19th day of June, 2001, the above named Alan T. Brekke, Yvonne J. Brekke, William P. Moffitt, Elizabeth A. Moffitt, David R. Sorenson and William L. Schultz to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Paul N. Larsen
Notary Public, State of Wisconsin
My Commission Expires: April 27, 2003.

STATE OF WISCONSIN)
)
COUNTY OF VERNON)

Personally came before me this 19th day of June, 2001, the above named David R. Sorenson, President, and Beth J. Sorenson, Secretary, of Ted's & Fred's, Inc., to be known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by its authority, for the purpose therein contained.



Paul N. Larsen
Notary Public, State of Wisconsin
My Commission Expires: April 27, 2003.

THIS INSTRUMENT DRAFTED BY:

Attorney Gary T. Monson
210 Airport Road, P.O. Box 289
Viroqua, Wisconsin 54665-0289

EXHIBIT "A"Parcel 1.

Part of the NE 1/4 of the SE 1/4 of Section 30, Township 13 North, Range 4 West, City of Viroqua, Vernon County, Wisconsin, described as follows: Commencing at the intersection of the South line of Airport Lane, and the West line of U.S. Highway #14; thence South 89 degrees 27 minutes 45 seconds West along said South line 147 feet to the point of beginning of this description; thence continuing South 89 degrees 27 minutes 45 seconds West along said South line 613.74 feet; thence South 0 degrees 02 minutes East 500 feet; thence North 89 degrees 27 minutes 45 seconds East 360.00 feet; thence North 0 degrees 02 minutes West 150.00 feet; thence North 89 degrees 27 minutes 45 seconds East 400.74 feet; thence North 0 degrees 02 minutes West 58 feet; thence South 89 degrees 27 minutes 45 seconds West 147 feet; thence North 0 degrees 02 minutes West 292 feet to the point of beginning of this description.

Parcel 2.

A parcel of land in the northeast 1/4 of the southeast 1/4 of Section 30, T 13 N, R 4 W, City of Viroqua, Vernon County, Wisconsin, more fully described as follows:

Commencing at the southeast corner of said Section 30, thence N 0° 02' 00" W 1934.82' along the east line of the southeast 1/4 of said Section 30, thence S 89° 27' 45" W 460.74' to the point of beginning, thence S 0° 02' 00" E 3.09', thence 63.79' along an 85' radius curve to the left, the chord of which bears S 21° 32' 00" E 62.31'; thence S 43° 02' 00" E 6.11'; thence 78.28' along a 115' radius curve to the right, the chord of which bears S 23° 32' 00" E 76.78'; thence S 04° 02' 00" E 0.45', thence S 89° 27' 45" W 30.07', thence 56.47' along a 85.00' radius curve to the left, the chord of which bears N 24° 00' 00" W 55.44'; thence N 43° 02' 00" W 6.11'; thence 86.32' along a 115' radius curve to the right, the chord of which bears N 21° 32' 00" W 84.30', thence N 0° 02' 00" W 339.09', thence N 89° 27' 45" E 30.07', thence S 0° 02' 00" E 336.00' to the point of beginning.

Parcel 3.

A parcel of land described in Volume 307, Page 231, being a part of the NE 1/4 of the SE 1/4 of Section 30, T 13 N, R 4 W, City of Viroqua, Vernon County, Wisconsin and described as follows: Commencing at the intersection of the South line of Airport Lane and the West line of USH 14, thence South 00 degrees 02 minutes 00 seconds East 550.00 feet; thence South 89 degrees 27 minutes 45 seconds West 400.74 feet to a 3/4 inch iron bar; thence South 00 degrees 02 minutes 00 seconds East 136.00 feet to a 3/4 inch iron bar at the Northwest corner of the aforementioned property described in Volume 307, Page 231; thence continuing South 00 degrees 02 minutes 00 seconds East 3.09 feet along the West line thereof, to a 3/4 inch iron bar, the point of beginning. Thence 63.79

feet along an 85.00 foot radius curve to the left, the chord of which bears south 21 degrees 32 minutes 00 minutes East 62.31 feet; thence South 43 degrees 02 minutes 00 seconds East 6.11 feet; thence 78.28 feet along a 115.00 foot radius curve to the right, the chord of which bears South 23 degrees 32 minutes 00 seconds East 76.78 feet; thence South 04 degrees 02 minutes 00 seconds East 0.45 feet to a 3/4 inch iron bar at the South line of the said parcel; thence South 89 degrees 27 minutes 45 seconds West 30.07 feet along said South line to a 3/4 inch iron bar; thence 56.47 feet along a 85.00 foot radius curve to the left, the chord of which bears North 24 degrees 00 minutes 00 seconds West 55.44 feet; thence North 43 degrees 02 minutes 00 seconds West 6.11 feet; thence 1.32 feet along a 115.00 foot radius curve to the right, the chord of which bears North 42 degrees 41 minutes 46 seconds West 1.32 feet to a 3/4 inch iron bar; thence North 00 degrees 02 minutes 00 seconds West 77.46 feet to the point of beginning. Said parcel contains 0.07 acre.

333431

VOL 368 PAGE 171

This Deed, made between Alan T. Brekke and Yvonne J. Brekke, husband and wife, and each in his and her own individual right, and Charles W. Vanderbilt and Wendy J. Vanderbilt, husband and wife, as survivorship marital property

Witnesseth, That the said Grantor, for a valuable consideration of Forty Thousand and 00/100 (\$40,000.00) Dollars conveys to Grantee the following described real estate in Vernon County, State of Wisconsin:

A parcel of land in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 30, T13N, R4W, City of Viroqua, Wisconsin, described as follows:

Commencing at the Southeast corner of said Section 30, thence N 00° 02' 00" W 2270.82' along the centerline of USH 14, and the east line of Section 30; thence S 89° 27' 45" W 60.00' to a 3/4" iron bar on the west right of way line of USH 14; thence N 00° 02' 00" W 58.00' to a 3/4" iron bar on the said west right of way line, the point of beginning. Thence S 89° 27' 45" W 147.00' to a 3/4" iron bar; thence N 00° 02' 00" W 100.00' to a 3/4" iron bar; thence N 89° 27' 45" E 147.00' to a 3/4" iron bar at the aforementioned west right of way line of USH 14; thence S 00° 02' 00" E 100.00' to the point of beginning. Said parcel contains 14,699 square feet, or 0.337 acre.

The above premises are conveyed to the Grantees subject to the restriction that direct vehicular access to the premises along the South line thereof is prohibited. This restriction is deemed to be a covenant running with the land and shall be binding upon the Grantees, their heirs, assigns, grantees and successors in interest. By accepting delivery of the within deed, the Grantees agree to be bound by said restriction.

This is not homestead property.
(~~is~~ (is not))

Together with all and singular the hereditaments and appurtenances thereto belonging; And, Alan T. Brekke and Yvonne J. Brekke, husband and wife, and * warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except easements and restrictions of record.

and will warrant and defend the same. * each in his and her own individual right.

Dated this 19TH day of August, 1992

(SEAL)

(SEAL)

(SEAL)

Alan T. Brekke (SEAL)

Alan T. Brekke

Yvonne J. Brekke (SEAL)

Yvonne J. Brekke

AUTHENTICATION

Signature(s)

authenticated this day of, 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, authorized by § 706.03, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

ENDICOTT & MONSON LAW OFFICES

Viroqua, Wisconsin 54665

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

Vernon County, ss.

Personally came before me this 19TH day of August, 1992, the above named Alan T. Brekke and Yvonne J. Brekke, husband and wife, and each in his and her own individual right

to me known to be the person S who executed the foregoing instrument and acknowledge the same.

Gary T. Monson

Notary Public C Vernon County, Wis.

My Commission is permanent. ~~XXXXX~~

DATE: 19.....

Together with a non-exclusive perpetual easement for purposes of ingress and egress over and across existing service roads lying to the South and West of the above-described premises and running from USH 14 and Airport Road to said premises, respectively.

321333

Register of Deeds

Vol. 338 PAGE 471

1510-356 527-7175-60

When Recorded, Mail To:

J. Douglas Mitchell, Esq.
OFFICE OF GENERAL COUNSEL
330 South 300 East
Salt Lake City, Utah 84111

Register's Office }
Vernon Co. Wis. }
Rec'd for record 12 day of March
19 90 at 1:30 o'clock P.M.
and Recorded in Vol. 338 of Records on
Page 471
E. J. Nelson
Register of Deeds
E. J. Nelson

SPECIAL WARRANTY DEED

This Deed, made between CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah Corporation Sole, Grantor, and TED'S & FRED'S, INC., a Wisconsin corporation, of 220 South Main Street, Viroqua, Wisconsin 54665, Grantee,

Witnesseth, That the said Grantor, for a valuable consideration ONE DOLLAR (\$1.00), conveys to Grantee the following described real estate in Vernon County, State of Wisconsin:

Part of the NE 1/4 of the SE 1/4 of Section 30, Township 13 North, Range 4 West, City of Viroqua, Vernon County, Wisconsin, described as follows:

Commencing at the intersection of the South line of Airport Lane and the West line of U.S. Highway #14; thence South 89°27'45" West along said South line 250 feet to the point of beginning of this description; Thence continuing along said South line 300 feet; thence South and perpendicular to the South line of Airport Lane 350 feet; thence East parallel to said South line 300 feet; thence North parallel to the West line of U.S. Highway #14, 350 feet to the point of beginning.

Subject to current taxes and assessments, reservations, easements, rights of way, covenants, conditions, restrictions, liens, and encumbrances of record or enforceable in law or equity.

The Grantor specifically reserves all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds, whether in solid, liquid or gaseous form, and all steam and other forms of thermal energy on, in or under the above-described land provided that Grantor does not reserve the right to use the subject property or extract minerals or other substances from the subject property above a depth of 500 feet, nor does Grantor reserve the right to use the surface of the subject property in connection with the rights reserved herein.

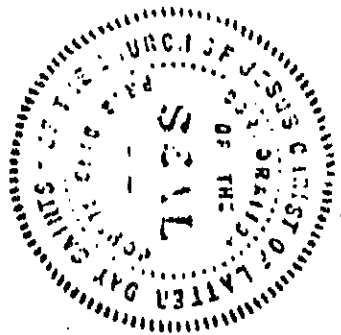
This is not homestead property.

Together with all and singular the hereditaments and appurtenances thereunto belonging;

And Grantor warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except recorded restrictions and easements and will warrant and defend the same against all acts of itself, and none other, or against all claiming by, through or under it.

TRANSFER
117.00
FEE

IN WITNESS WHEREOF, the said Grantor has hereunto subscribed its name and affixed its corporate seal, by its Authorized Agent, this 7th day of March, 1990.

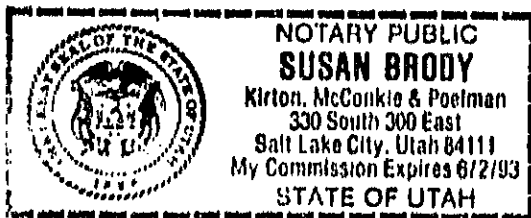


CORPORATION OF THE PRESIDING BISHOP OF
THE CHURCH OF JESUS CHRIST OF LATTER-
DAY SAINTS, a Utah Corporation Sole

By: Fred A. Baker
Fred A. Baker, Authorized Agent

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this 7th day of March, 1990, personally appeared before me FRED A. BAKER, personally known to me to be the Authorized Agent of the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah Corporation Sole, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said Corporation, that the seal impressed on the within instrument is the seal of said corporation, and the said FRED A. BAKER acknowledged to me that the said Corporation executed the same.



Susan Brody
Notary Public for Utah

THIS INSTRUMENT WAS DRAFTED BY:

J. Douglas Mitchell, Esq.
OFFICE OF GENERAL COUNSEL
330 South 300 East
Salt Lake City, Utah 84111

Viroqua, Wisconsin
1212 North Main Street
L/C: 048-0283

351987

EASEMENT AGREEMENT

Register's Office }
Vernon Co. Wis. } **VOL. 419 PAGE 233**
Rec'd for record 22 Day of Nov.
is 9:51 at 2:15 o'clock P.M.
and Recorded in Vol. 419 of Records on
Page 233
J.H. Title Co. Register of Deeds

THIS EASEMENT AGREEMENT, dated January 11, 1995, is between ALAN T. BREKKE, YVONNE J. BREKKE, WILLIAM P. MOFFITT, ELIZABETH A. MOFFITT and TED'S & FRED'S, INC., a Wisconsin corporation ("Grantor") and McDONALD'S CORPORATION, a Delaware corporation ("Grantee"). The following statements are a material part of this agreement:

A. Grantee is, or will be at the time of recording of this document, the owner of Parcel 1 described in Exhibit A, attached.

B. Grantor is the collective owner of Parcel 2 described in Exhibit B, attached.

C. Grantor wishes to grant, and Grantee wishes to receive certain easements over, under and across Parcel 2, shown as the cross-hatched portion of Exhibit C.

THEREFORE, in consideration of TEN AND NO/100ths DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, covenants and restrictions are made:

1. INGRESS AND EGRESS EASEMENT

Grantor grants and conveys to Grantee a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress to and from Parcel 1, appurtenant to Parcel 1, over, upon and across Parcel 2 cross hatched in Exhibit C attached. Ted & Fred's joins in the easement for the purpose of granting to Grantee a perpetual non-exclusive easement over and across the Parcel 2 which is described in volume 402 of Records, Page 278, office of the Register of Deeds for Vernon County, Wisconsin but reserves onto itself and its assigns, non-exclusive easement over said land in common with Grantee.

2. MAINTENANCE:

A. Grantor covenants and agrees to maintain in good condition and repair, or cause to be maintained and kept in repair, the driveway easement areas as shown on Exhibit C. The obligation of the Grantor to maintain, repair and keep in repair the driveway shall, without limiting its generality, include the following:

1. Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability; and
2. Removing all snow and ice to the extent reasonably necessary to keep the areas in an orderly condition;

3. At the end of one year from the date the proposed McDonald's restaurant opens for business, and upon each successive one year anniversary thereafter that a McDonald's restaurant continues to operate on the real estate described on Exhibit A, Grantor shall have the right to demand from Grantee an annual easement area maintenance fee of \$200.00 and Grantee agrees to pay said fee within 60 days of receipt so long as Grantor is continuing to provide the maintenance obligations herein described.

VOL. 419 PAGE 234

3. **DEFAULT**

In the event the Grantor fails, after ten (10) days prior written notice, to repair and maintain the driveway easement area as provided above, Grantee may, at its option, repair and maintain part of all of the areas and any amount which Grantee shall expend for such purpose, or which shall otherwise be due, shall be paid to Grantee on demand, without contest, upon delivery of its invoice, together with interest at the lower of (i) the rate of 10% per annum, or (ii) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall have become due to the date of payment in full.

4. **RULES AND REGULATIONS**

Grantor shall have the right to enact reasonable rules concerning the conduct and operation of the driveway easement area.

5. **COMPLIANCE WITH LAWS AND REGULATIONS - INDEMNIFICATION**

Grantor covenants and agrees, to comply with all laws, rules, regulations and requirements of all public authorities, including the payment of all real estate taxes and assessments on the easement area and to indemnify, defend and hold Grantee harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and attorney's fees) arising out of or in any way related to Grantor's failure to maintain the easement area in a safe condition. Grantee shall give prompt and timely notice of any claim made or suit or action commenced against Grantee which in any way would result in indemnification under this paragraph.

6. **NOTICES**

Every notice under this Easement Agreement shall be given only by certified or registered mail or by telegram, and shall be given when the letter is deposited in the mail or the telegram filed with the telegraph company, postage or charges prepaid, and directed to Grantor at 115 2nd Street, Reedsburg, WI 53959, and to Grantee at One McDonald's Plaza, Oak Brook, Illinois 60521, Attention: Director, Development Team Legal Department.

7. SUCCESSION

VOL. 419 PAGE 235

This agreement shall run with the land and bind and inure to the benefit of Grantor's heirs, administrators, executors, successors and assigns, and Grantee's successors and assigns.

TO INDICATE THEIR CONSENT TO THIS AGREEMENT, Grantor and Grantee, or their authorized representatives or officers, have signed this document.

GRANTOR:

GRANTEE: McDONALD'S CORPORATION

Alan T. Brekke
Alan T. Brekke

By: [Signature]
Assistant Vice President

Yvonne J. Brekke
Yvonne J. Brekke

ATTEST:

William P. Moffitt
William P. Moffitt

By: [Signature]
Director

Elizabeth A. Moffitt
Elizabeth A. Moffitt



TED'S & FRED'S INC.

Alan T. Brekke
Alan T. Brekke-President

AGREED AND CONSENTED TO this _____

Yvonne J. Brekke
Yvonne J. Brekke, Secretary

day of _____, 1995.

McDonald's Franchisee

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A, B and C)

- Exhibit A: legal description of Grantee's property
- Exhibit B: legal description of easement area
- Exhibit C: drawing describing easement area

Prepared by and Return to:

William J. O'Connell
McDonald's Corporation
Real Estate Legal Department
One McDonald's Plaza
Oak Brook, Illinois 60521

L:\LEGAL\WORDDOCS\MMORENO\48-283E.DOC

48-283E.DOC

ACKNOWLEDGMENT - McDONALD'S
(Attestation required)

VOL 419 PAGE 236

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, Sheryle Valles, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Michael J. Sise, Vice-President and Edward J. Pacano, Director of McDonald's Corporation, a Delaware corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Assistant Secretary appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Vice-President and Assistant Secretary respectively and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 12th day of January, 1996.

Sheryle Valles
Notary Public

My commission expires October 5, 1996

OFFICIAL SEAL
SHERYLE VALLES
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. OCT. 5, 1996

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that _____ of _____ who (is)(are) personally known to me to be the same person(s) whose name(s) (is)(are) subscribed to the foregoing instrument appeared before me this day in person and acknowledged that (he)(she)(they) signed, sealed and delivered the said instrument as (his)(her)(their) free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 19____.

Notary Public My commission expires _____.

ACKNOWLEDGMENT - CORPORATE

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that _____, President and _____, Secretary of _____ a(n) _____ corporation, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such President and Secretary respectively and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, 19____.

Notary Public My commission expires _____.

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7. SUCCESSION

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This agreement shall run with the land and bind and inure to the benefit of Grantor's heirs, administrators, executors, successors and assigns, and Grantee's successors and assigns.

TO INDICATE THEIR CONSENT TO THIS AGREEMENT, Grantor and Grantee, or their authorized representatives or officers, have signed this document.

GRANTOR:

GRANTEE: McDONALD'S CORPORATION

Alan T. Brekke
Alan T. Brekke

By: Richard J. [Signature] MM
Assistant Vice President

Yvonne J. Brekke
Yvonne J. Brekke

ATTEST:

William P. Moffitt
William P. Moffitt
Elizabeth A. Moffitt
Elizabeth A. Moffitt

By: [Signature]
Director



TED'S & FRED'S INC.

Alan T. Brekke
Alan T. Brekke-President

AGREED AND CONSENTED TO this 27th

Yvonne J. Brekke
Yvonne J. Brekke, Secretary

day of July, 1995.

Richard J. [Signature]
McDonald's Franchisee

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A, B and C)

- Exhibit A: legal description of Grantee's property
Exhibit B: legal description of easement area
Exhibit C: drawing describing easement area

Prepared by and Return to:

William J. O'Connell
McDonald's Corporation
Real Estate Legal Department
One McDonald's Plaza
Oak Brook, Illinois 60521

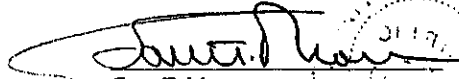
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STATE OF WISCONSIN)
)
COUNTY OF VERNON)

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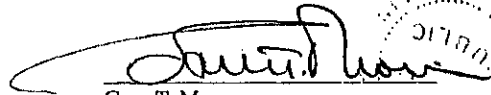
Personally came before me this 10TH day of JULY, ¹⁹⁹⁵~~1994~~, the above
named Alan T. Brekke, Yvonne J. Brekke, William P. Moffitt and Elizabeth A. Moffitt to me
known to be the persons who executed the foregoing instrument and acknowledged the same.



Gary T. Monson
Notary Public, State of Wisconsin
My Commission is Permanent.

STATE OF WISCONSIN)
)
COUNTY OF VERNON)

Personally came before me this 10TH day of JULY, ¹⁹⁹⁵~~1994~~, the above
named Alan T. Brekke, President, and Yvonne J. Brekke, Secretary, of Ted's & Fred's, Inc., to be
known to be such persons and officers who executed the foregoing instrument and
acknowledged that they executed the same as such officers by its authority, for the purpose
therein contained.



Gary T. Monson
Notary Public, State of Wisconsin
My Commission is Permanent.

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Parcel 1

A parcel of land in the northeast 1/4 of the southeast 1/4 of Section 30, T 13 N, R 4 W, City of Viroqua, Vernon County, Wisconsin, more fully described as follows:

Commencing at the southeast corner of said Section 30, thence N 0° 02' 00" W 2070.82' along the east line of the southeast 1/4 of said Section 30, thence S 89° 27' 45" W 60.00' to the west right-of-way of U. S. Highway 14/61 and the point of beginning, thence S 0° 02' 00" E 136.00' along the west right-of-way of said highway, thence S 89° 27' 45" W 400.74', thence N 0° 02' 00" W 136.00', thence N 89° 27' 45" E 400.74' to the point of beginning.

EXHIBIT A

Parcel 2

A parcel of land in the northeast 1/4 of the southeast 1/4 of Section 30, T 13 N, R 4 W, City of Viroqua, Vernon County, Wisconsin, more fully described as follows:

Commencing at the southeast corner of said Section 30, thence N 0° 02' 00" W 1934.82' along the east line of the southeast 1/4 of said Section 30, thence S 89° 27' 45" W 460.74' to the point of beginning, thence S 0° 02' 00" E 3.09', thence 63.79' along an 85' radius curve to the left, the chord of which bears S 21° 32' 00" E 62.31'; thence S 43° 02' 00" E 6.11'; thence 78.28' along a 115' radius curve to the right, the chord of which bears S 23° 32' 00" E 76.78'; thence S 04° 02' 00" E 0.45', thence S 89° 27' 45" W 30.07', thence 56.47' along a 85.00' radius curve to the left, the chord of which bears N 24° 00' 00" W 55.44'; thence N 43° 02' 00" W 6.11'; thence 86.32' along a 115' radius curve to the right, the chord of which bears N 21° 32' 00" W 84.30'; thence N 0° 02' 00" W 339.09', thence N 89° 27' 45" E 30.07', thence S 0° 02' 00" E 336.00' to the point of beginning.

EXHIBIT B



EXHIBIT C

EASEMENT

THIS INSTRUMENT, made by J. Robert Clements and Terrence C. Herbst, Grantor, and Ted's & Fred's, Inc., Grantee,

WITNESS:

The Grantor hereby grants and conveys to the Grantee, its successors and assigns, a parcel of land to be used as a perpetual and nonexclusive easement for purposes of ingress-egress over, across, and upon that parcel of land described in Volume 307, Page 231, being a part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 30, T 13 N, R 4 W, City of Viroqua, Vernon County, Wisconsin, and described as follows: commencing at the intersection of the South line of Airport Lane and the West line of USH 14, thence S 00 degrees 02 minutes 00 seconds E 550.00 feet; thence S 89 degrees 27 minutes 45 seconds W 400.74 feet to a 3/4 inch iron bar; thence S 00 degrees 02 minutes 00 seconds E 136.00 feet to a 3/4 inch iron bar at the Northwest corner of the aforementioned property described in Volume 307, Page 231; thence continuing S 00 degrees 02 minutes 00 seconds E 3.09 feet along the West line thereof, to a 3/4 inch iron bar, the point of beginning. Thence 63.79 feet along an 85.00 foot radius curve to the left, the chord of which bears S 21 degrees 32 minutes 00 seconds E 62.31 feet; thence S 43 degrees 02 minutes 00 seconds E 6.11 feet; thence 78.28 feet along a 115.00 foot radius curve to the right, the chord of which bears S 23 degrees 32 minutes 00 seconds E 76.78 feet; thence S 04 degrees 02 minutes 00 seconds E 0.45 feet to a 3/4 inch iron bar at the South line of the said parcel; thence S 89 degrees 27 minutes 45 seconds W 30.07 feet along said South line to a 3/4 inch iron bar; thence 56.47 feet along a 85.00 foot radius curve to the left, the chord of which bears N 24 degrees 00 minutes 00 seconds W 55.44 feet; thence N 43 degrees 02 minutes 00 seconds W 6.11 feet; thence 1.32 feet along a 115.00 foot radius curve to the right, the chord of which bears N 42 degrees 41 minutes 46 seconds W 1.32 feet to a 3/4 inch iron bar; thence N 00 degrees 02 minutes 00 seconds W 77.46 feet to the point of beginning. Said parcel contains 0.07 acre.

In Witness Whereof the Grantor has executed this Instrument, this 2nd day of September, 1994.

J. Robert Clements
J. Robert Clements

Terrence C. Herbst
Terrence C. Herbst

STATE OF WISCONSIN)

: ss

COUNTY OF MONROE)

Personally came before me this 2 day of September, 1994, the above-named J. Robert Clements and Terrence E. Herbst, to me known to be the persons who executed the foregoing and acknowledged the same.

Norma Jean Miller
 NORMA JEAN MILLER
 Notary Public, State of Wisconsin
 My commission 3/23/97

28
12.00
This instrument drafted by
 Endicott & Monson Law Offices
 Viroqua, Wisconsin 54665

Register's Office } ss
 Vernon Co. Wis.
 Rec'd for record } 20 day of Sept.
 19 94 at 1:00 o'clock PM
 and Recorded in Vol. 402 at Records ON
 Page 278
Norma Jean Miller
 Register of Deeds