

**ROSWELL PROPERTIES, L.L.C., LTD.**  
**100 North Center Street**  
**Newton Falls, OH 44444**  
**(330) 872-0918**  
**(888) 462-2353 (888-GOCADLE)**  
**FAX (330) 872-5367**

April 4, 2018

Mr. Matthew A. Thompson  
Remediation and Redevelopment Program  
Wisconsin Department of Natural Resources  
1300 West Clairemont Avenue  
Eau Claire, WI 54701

RE: Reported Contamination at the Undeveloped Rosemurgy Property  
218 South Fourth Street, Wausau, WI  
DNR BRRTS Activity No. 02-37-548031  
DNR FID No. 737211090  
Our File No. 0L18A024I

Dear Mr. Thompson:

We received your letter stating that on August 23, 2006, Mr. Dave Erickson of the City of Wausau notified the WI Department of Natural Resources ("DNR") that soil and groundwater contamination had been detected at the site described above. The letter goes on to state that our company is believed to be responsible for investigating and restoring the above-described site under Section 292.11, WI Statutes. I believe this is the first letter that we have received regarding any such news that this parcel may be contaminated.

On behalf of Roswell Properties, L.L.C., Ltd. ("Roswell") we respectfully disagree with the statement that Roswell is responsible for investigating and restoring the above-described site under Section 292.11, WI Statutes. Roswell's position is that the current ownership would fall under the protection or exemption of Section 292.21 of the WI Statute, also known as the "lender liability exemption" to the Spill Law.

I have enclosed for your review copies of the following documents, which show our company took title and possession of the real property through the enforcement of a security interest.

1. Mortgage, dated May 3, 2010, and recorded in Marathon County as Doc. No. 1568622 between Bank of Wausau and Prime Capital, LLC. This Mortgage was a consolidation of two previous loans entered into by Prime Capital, LLC on September 30, 2009 with Bank of Wausau. Copies of the above-mentioned Commercial Loan Agreements are enclosed.

2. Assignment of Mortgage dated May 14, 2014 and recorded in Marathon County on May 28, 2014 as Doc. No.1671501. The Federal Deposit Insurance Company, as Receiver for Bank of Wausau, assigned the above-mentioned Mortgage to The Cadle Company II, Inc.

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3. Assignment of Mortgage dated May 14, 2014 and recorded in Marathon County on May 28, 2014 as Document No. 1671502, wherein The Cadle Company II, Inc. assigned the above-mentioned Mortgage to Roswell Properties, L.L.C., Ltd.

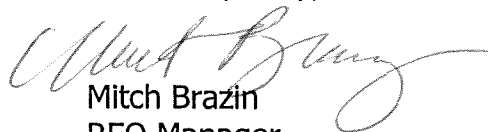
4. Deed In Lieu of Foreclosure Settlement entered into on January 15, 2015 wherein Prime Capital, LLC ("Borrower in Default") and Roswell Properties, L.L.C., Ltd. ("Lender") entered into an Agreement, which details the turning over of real property, including the parcel known as 218 South Fourth Street, Wausau, WI to Lender, Roswell Properties, L.L.C., Ltd., in lieu of having to foreclose said property pursuant to the Loan Documents.

5. Warranty Deed dated January 30, 2015 issued by Prime Capital, LLC to Roswell Properties, L.L.C., Ltd. as agreed to in the Deed In Lieu of Foreclosure Settlement Agreement. Said Deed was recorded in Marathon County Register of Deeds on February 10, 2015 as Doc. No. 1686316. A satisfaction of that Mortgage dated May 3, 2010, is further evidenced in Sections 5. and 8. of the above-mentioned Deed In Lieu of Foreclosure Settlement Agreement.

In addition, since obtaining title to the subject property, at no time has Roswell Properties, L.L.C., Ltd. ever caused or discharged ANY material on the subject property, let alone a hazardous or toxic material. Please advise who else has been notified of this possible contamination and when.

If you have any questions, please do not hesitate to contact me. I can be reached toll-free at (888) 462-2353, Extension 3167, between the hours of 8:30 a.m. and 5:00 p.m. Monday through Friday.

Yours very truly,

  
Mitch Brazin  
REO Manager

MB:KJB  
Enclosures  
By Federal Express - Standard

ck 31.00



DOC # 1568622

When recorded return to (name, address):

BANK OF WAUSAU  
2010 STEWART AVENUE  
WAUSAU, WI 54401

Parcel Number:

**MORTGAGE**

(With Future Advance Clause)

- 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.

*Michael J. Sydow*



Kristina Albert  
Resident Trumbull County  
Notary Public, State of Ohio  
My Commission Expires: 03/07/2015

I certify this to be a true and correct copy of the original this 5 day of May, 2010

*Kristina Albert*  
Notary Public

State of Wisconsin

Space Above This Line For Recording Data

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is 05-03-2010

The parties and their addresses are:

**MORTGAGOR:**

PRIME CAPITAL, LLC, A WISCONSIN LIMITED LIABILITY COMPANY  
923 PARCHER ST  
WAUSAU, WI 54403

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

**LENDER:**

BANK OF WAUSAU  
Organized and existing under the laws of the state of Wisconsin  
2010 STEWART AVENUE  
WAUSAU, WI 54401

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 EXHIBIT A

The property is located in MARATHON at 111 & 218 S 4TH ST; 413, 415 & 417  
(County)

DIVISION ST; 1320 N 5TH ST; 1407 N 7TH ST; 325 N 3RD AVE; 539, STATE HWY 153; LOTS 9&10; 205 E BRIDGE ST; 624 & 623 WASHINGTON ST  
(Address) (City) (Zip Code)

*[Signature]*



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 \$ 1,090,000.00. 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.)*

NOTE DATED 05/03/2010 IN THE ORIGINAL AMOUNT OF \$1,090,000.00 TO PRIME CAPITAL, LLC.

- 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 the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), 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.



- 10. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if:
  - A. A beneficial interest in Mortgagor is sold or transferred.
  - B. There is a change in either the identity or number of members of a partnership or similar entity.
  - C. There is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity.

However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Security Instrument.

- 11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall continue as long as the Secured Debt remains outstanding:
  - A. Mortgagor is duly organized and validly existing in Mortgagor's state of incorporation or organization. Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
  - B. The execution, delivery and performance of this Security Instrument by Mortgagor and the obligations evidenced by the Secured Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
  - C. Other than previously disclosed in writing to Lender, Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

- 12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

- 13. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 14. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property):
  - A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).
  - B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender



and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment.

As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time-share estate, or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium, time-share estate, or planned unit development.

16. **DEFAULT.** Mortgagor will be in default if any of the following occur:
- A. Any party obligated on the Secured Debt fails to make payment when due;
  - B. A breach of any term or covenant in this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt;
  - C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
  - D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any other person or entity obligated on the Secured Debt;
  - E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
  - F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
  - G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. **REDEMPTION.** The period of redemption is anytime before the foreclosure sale.

19. **FORECLOSURE WITHOUT DEFICIENCY.** If this Property is a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church, or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. Ann. § 846.101, as amended; permitting Lender to waive its right to a judgment for a deficiency on real estate of 20 acres or less, and to hold a sale of the Property six months after the foreclosure judgment is entered. If this Property is not a 1-4 family residence that is owner-occupied at the beginning of a foreclosure action, a farm, a church, or a tax-exempt nonprofit charitable organization, then Mortgagor agrees to the provisions of Wis. Stat. Ann. § 846.103, as amended, permitting Lender to waive its right to a judgment for a deficiency, and to hold a sale of the Property three months after a foreclosure judgment is entered. Regardless of terms to the contrary, if Mortgagor abandons the Property, then the sale of the Property shall be after two months from the date a foreclosure judgment is entered.



20. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

21. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Security Instrument without prejudice to any of Lender's rights under this Security Instrument.
- L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

22. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor



authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**23. INSURANCE.** Mortgagor agrees to maintain insurance as follows:

- A. Mortgagor shall keep the Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

**24. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

**25. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

**26. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

**27. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

**28. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

**29. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

**30. U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Security Instrument:

- Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.





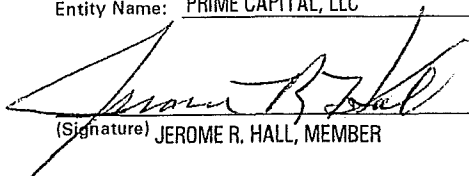
- Crops; Timber; Minerals; Rents, Issues and Profits.** Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
- Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term "Property"). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- Filing As Financing Statement.** Mortgagor agrees and acknowledges that this Security Instrument also suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.

31. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

- Line of Credit.** The Secured Debt includes a revolving line of credit provision.
- Agricultural Property.** Mortgagor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Mortgagor is an individual or entity allowed to own agricultural land as specified by law.
- Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
- Additional Terms.**

**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 the date stated on page 1.

Entity Name: PRIME CAPITAL, LLC

 5-3-2010 [Seal]  
 (Signature) JEROME R. HALL, MEMBER (Date)

\_\_\_\_\_  
 (Signature) (Date) [Seal]

\_\_\_\_\_  
 (Signature) (Date) [Seal]

\_\_\_\_\_  
 (Signature) (Date) [Seal]

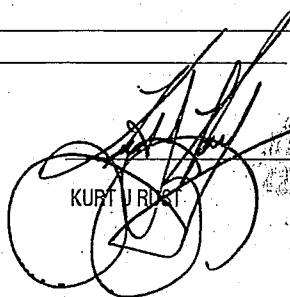


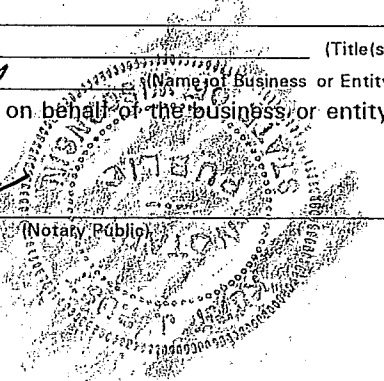
ACKNOWLEDGMENT:

(Individual) STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ } ss.  
This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

(Business or Entity Acknowledgment) STATE OF Wisconsin, COUNTY OF MARATHON } ss.  
This instrument was acknowledged before me this 3rd day of May, 2010  
by JEROME R. HALL, MEMBER  
\_\_\_\_\_  
(Title(s))  
of PRIME CAPITAL, LLC  
a Wisconsin LIMITED LIABILITY COMPANY on behalf of the business or entity.  
My commission expires: 02-02-2014

  
KURT J. ROST



This instrument was drafted by M.LOR/BANK OF WAUSAU (name).

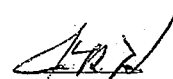




EXHIBIT A

PARCEL I

Lots 23 and 24 of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.

PIN: 37.291.4.2907.362.0167 ✓ #7030  
Tax ID No.: 2907.362.167  
Property Address: 111 S. 4th Street, Wausau, WI 54403

PARCEL II

All that part of Government Lot 1 in Section 36, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northeast corner of Lot 1 in Block 5 of B. Williams Addition to the City of Wausau; and running thence North 1° 48' East, 212.20 feet along the West line of Fourth Street to the point of beginning; thence North 88° 06' West, 190 feet; thence North 1° 48' East, 164.75 feet; thence North 70° 43' East, 28.25 feet; thence South 76° 49' East, 100.55 feet to the Southwest corner of Lot 21 in Stewart, Manson & Hinton's Addition to the City of Wausau; thence Southeasterly, along the Southerly line of said Lot 21 in said Stewart, Manson & Hinton's Addition to the City of Wausau, to the West line of Fourth Street; and thence South, along the West line of Fourth Street, 150 feet to the point of beginning.

AND

That part of Government Lot 1 in Section 36, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northeast corner of Lot 1 in Block 5 of B. Williams Addition to the City of Wausau; running thence North 1° 48' East, 212.2 feet, along the West line of Fourth Street; thence North 88° 06' West, 190 feet to the point of beginning; thence North 88° 06' West, 100 feet; thence North 1° 48' East to the Southerly line of the land described in Certified Survey Map recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 1 of Certified Survey Maps on Page 33; thence North 70° 43' East, along the Southerly line of said Certified Survey Map, to the Northwest corner of the parcel described in deed recorded in said Register's office in Deed Book 501 on Page 584; and thence South along the West line of the parcel of land described in Deed Book 501 on Page 584, 164.75 feet to the point of beginning.

PIN: 37.291.4.2907.362.0997 ✓ *Govt Lot 1*  
Tax ID No.: 2907.362.997  
Property Address: 218 S. 4th Street, Wausau, WI 54403

PARCEL III

Lot 25; AND

The West 10 feet of Lot 26, all of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.



EXHIBIT A  
(Continued)

PIN: 37.291.4.2907.362.0168 ✓ # 7030  
Tax ID No.: 2907.362.168  
Property Address: 413 Division Street, Wausau, WI 54403

PARCEL IV  
The East 50 feet of Lot 26 of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.

PIN: 37.291.4.2907.362.0169 ✓ # 7030  
Tax ID No.: 2907.362.169  
Property Address: 415 Division Street, Wausau, WI 54403

PARCEL V  
Lot 27 of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.

PIN: 37.291.4.2907.362.0170 ✓ # 7030  
Tax ID No.: 2907.362.170  
Property Address: 417 Division Street, Wausau, WI 54403

PARCEL VI  
Lot 9 in Block 12 of A. Warren Jr's 2nd Addition, in the City of Wausau, Marathon County, Wisconsin, excepting the West 60 feet thereof.

PIN: 37.291.4.2907.252.0386 ✓ # 7535  
Tax ID No.: 2907.252.386  
Property Address: 1320 N. 5th Street, Wausau, WI 54403

PARCEL VII  
The North 36 feet and 10 inches of Lot 1 in Block 9 of Dunbar & Brown's Addition to Park Addition to the City of Wausau, Marathon County, Wisconsin.

PIN: 37.291.4.2907.252.0566 ✓ # 2125  
Tax ID No.: 2907.252.566  
Property Address: 1407 N. 7th Street, Wausau, WI 54403

PARCEL VIII  
Lot 10 in Block 9 of Mary Poor's Addition to the City of Wausau, Marathon County, Wisconsin.

PIN: 37.291.4.2907.261.0229 ✓ # 6240  
Tax ID No.: 2907.261.229  
Property Address: 325 N. 3rd Avenue, Wausau, WI 54401

EXHIBIT A  
(Continued)

PARCEL IX

Lot 10 of Mosinee Assessor's Plat No. 2, City of Mosinee, Marathon County, Wisconsin.

PIN: 37.251.4.2707.332.1078 ✓

Tax ID No.: 53.0545.000.010

Property Address: 539 State Highway 153 East, Mosinee, WI 54455

#0545

PARCEL X

Lot 9 of Mosinee Assessor's Plat No. 2, City of Mosinee, Marathon County, Wisconsin.

PIN: 37.251.4.2707.332.1077 ✓

Tax ID No.: 53.0545.000.009

#0545

PARCEL XI

Lot 4 in Block 15 of A. Warren Jr's. 2nd Addition to the City of Wausau, Marathon County, Wisconsin, Excepting lands described in that instrument recorded as Document No. 1543202.

PIN: 37.291.4.2907.252.0297 ✓

Tax ID No.: 2907.252.297

Property Address: 205 E. Bridge Street, Wausau, WI 54403

#7535

PARCEL XII

Lot 6 in Block 13 of Stewart, Parcher & Manson's Addition to the City of Wausau, Marathon County, Wisconsin.

PIN: 37.291.4.2907.362.0064 ✓

Tax ID No.: 2907.362.064

Property Address: 624 Washington Street, Wausau, WI 54403

#7040

PARCEL XIII

Land described in Certified Survey Map No. 4312 recorded in the office of the Register of Deeds for Marathon County, Wisconsin in Volume 16 of Certified Survey Maps on Page 80, as Document No. 865105; being Lot 11 in Block 14 of Stewart, Parcher & Manson's Addition, in the City of Wausau, Marathon County, Wisconsin.

PIN: 37.291.4.2907.362.0094 ✓

Tax ID No.: 2907.362.094

Property Address: 623 Washington Street, Wausau, WI 54403

#7040



1558622 11 11

DOC# 1568622

**BORROWER NAME AND ADDRESS**

PRIME CAPITAL, LLC  
923 PARCHER ST  
WAUSAU, WI 54403

**LENDER NAME AND ADDRESS**

BANK OF WAUSAU  
2010 STEWART AVENUE  
WAUSAU, WI 54401

**LOAN DESCRIPTION**

Number 643619  
Amount \$ 1,090,000.00  
Date 05-03-2010

Refer to the attached Signature Addendum, incorporated herein, for additional Borrowers and their signatures.

**COMMERCIAL LOAN AGREEMENT**

**LOAN STRUCTURE.** This Commercial Loan Agreement (Agreement) contemplates  a single advance term Loan  a multiple advance draw Loan  a revolving multiple advance draw Loan. The principal balance will not exceed \$ 1,090,000.00. Borrower will pay down a revolving draw Loan's outstanding Principal to \$ \_\_\_\_\_ (Pay Down Balance) \_\_\_\_\_ (Time Period). This Loan is for  agricultural  business purposes.

Borrower may not voluntarily prepay the Loan in full at any time.  Borrower may prepay the Loan under the following terms and conditions (Any partial prepayment will not excuse any later scheduled payments until the Loan is paid in full.): Loan may be prepaid at any time without penalty.

**LATE CHARGES.** If a payment is made more than 10 days after it is due, Borrower will pay a late charge of 5.000% of the late amount with a min of \$10.00

**FEES.** Borrower agrees to pay the following fees in connection with this Loan at closing or as otherwise requested by Lender: SEE ATTACHED LOAN SETTLEMENT STATEMENT

**REQUESTS FOR ADVANCES.** Borrower authorizes Lender to honor a request for an advance from Borrower or any person authorized by Borrower. The requests for an advance must be in writing, by telephone, or any other manner agreed upon by Borrower and Lender, and must specify the requested amount and date and be accompanied with any agreements, documents, and instruments that Lender requires for the Loan. Lender will make same day advances, on any day that Lender is open for business, when the request is received before \_\_\_\_\_ (Advance Cut-Off Time). Lender will disburse the advance into Borrower's demand deposit account (if any), account number \_\_\_\_\_, or in any other agreed upon manner. All advances will be made in United States dollars.

- These requests must be made by at least \_\_\_\_\_ (Number Required To Draw) persons, acting together, of those persons authorized to act on Borrower's behalf.
- Advances will be made in the amount of at least \$ \_\_\_\_\_ (Minimum Amount Of Advance).
- Advances will be made no more frequently than \_\_\_\_\_ (Minimum Frequency Of Advance).
- Discretionary Advances. Lender will make all Loan advances at Lender's sole discretion.
- Obligatory Advances. Lender will make all Loan advances subject to this Agreement's terms and conditions.

**FINANCIAL INFORMATION.** Borrower will prepare and maintain Borrower's financial records using consistently applied generally accepted accounting principles then in effect. Borrower will provide Lender with financial information in a form acceptable to Lender and under the following terms.

**A. Frequency.** Annually, Borrower will provide to Lender Borrower's financial statements, tax returns, annual internal audit reports or those prepared by independent accountants within \_\_\_\_\_ days after the close of each fiscal year. Any annual financial statements that Borrower provides will be  audited statements.  reviewed statements.  compiled statements.

Borrower will provide Lender with interim financial reports on a \_\_\_\_\_ (Monthly, Quarterly) basis, and within \_\_\_\_\_ days after the close of this business period. Interim financial statements will be  audited  reviewed  compiled statements.

**B. Requested Information.** Borrower will provide Lender with any other information about Borrower's operations, financial affairs and condition within 30 days after Lender's request.

**C. Leverage Ratio.** Borrower will maintain at all times a ratio of total liabilities to tangible net worth, determined under consistently applied generally accepted accounting principles, of \_\_\_\_\_ (Total Liabilities to Tangible Net Worth Ratio) or less.

**D. Minimum Tangible Net Worth.** Borrower will maintain at all times a tangible net worth, determined under consistently applied generally accepted accounting principles, of \$ \_\_\_\_\_ (Minimum Tangible Net Worth) or more. Tangible net worth is the amount by which total assets exceed total liabilities. For determining tangible net worth, total assets will exclude all intangible assets, including without limitation goodwill, patents, trademarks, trade names, copyrights, and franchises, and will also exclude any accounts receivable that do not provide for a repayment schedule.

**E. Minimum Current Ratio.** Borrower will maintain at all times a ratio of current assets to current liabilities, determined under consistently applied generally accepted accounting principles, of \_\_\_\_\_ (Minimum Current Ratio) or more.

**F. Minimum Working Capital.** Borrower will maintain at all times a working capital, determined under consistently applied generally accepted accounting principles by subtracting current liabilities from current assets, of \$ \_\_\_\_\_ (Minimum Working Capital) or more. For this determination, current assets exclude \_\_\_\_\_ (Excluded Current Assets). Likewise, current liabilities include (1) all obligations payable on demand or within one year after the date on which the determination is made, and (2) final maturities and sinking fund payments required to be made within one year after the date on which the determination is made, but exclude all liabilities or obligations that Borrower may renew or extend to a date more than one year from the date of this determination.

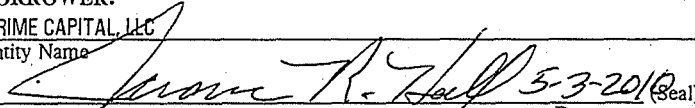
**ATTACHMENTS.** The following documents are incorporated by reference into this Agreement:  Asset Based Financing Agreement addendum dated \_\_\_\_\_  Commercial Security Agreement addendum dated \_\_\_\_\_  Other SEE COMMERCIAL ADDENDUM.

**ADDITIONAL TERMS:**

**ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER) AND US (LENDER) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT. BY SIGNING THIS AGREEMENT, THE PARTIES AFFIRM THAT NO UNWRITTEN ORAL AGREEMENT EXISTS BETWEEN THEM.**

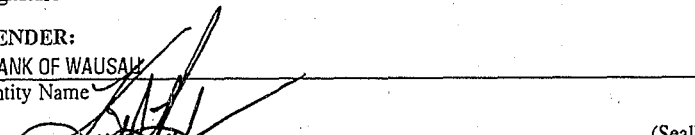
**SIGNATURES.** By signing under seal, I agree to all the terms and conditions beginning on page 1 through the bottom of page 2 of this Agreement. Borrower also acknowledges receipt of a copy of this Agreement.

**BORROWER:**

PRIME CAPITAL, LLC  
Entity Name  
  
Signature JEROME R. HALL, MEMBER Date 5-3-2010 (Seal)

Signature \_\_\_\_\_ Date \_\_\_\_\_ (Seal)

**LENDER:**

BANK OF WAUSAU  
Entity Name  
  
Signature KURT J. JUS, Vice President Date \_\_\_\_\_ (Seal)

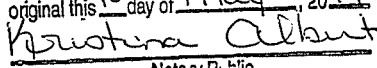
COMMERCIAL LOAN AGREEMENT: to be used with Form COMM-NOTE  
Expires 1998, 2001 Bankers Systems, Inc., St. Cloud, MN Form COMM-AGREE 7/1/2004



Kristina Albert  
Resident Trumbull County  
Notary Public, State of Ohio  
My Commission Expires: 03/07/2015 (Seal)

Signature \_\_\_\_\_ Date \_\_\_\_\_ (Seal)

Signature \_\_\_\_\_ Date \_\_\_\_\_ (Seal)

I certify this to be a true and correct copy of the original this 15 day of May, 2010  
  
Notary Public

**DEFINITIONS.** In this Agreement, the following terms have the following meanings.

**Accounting Terms.** Accounting terms that are not specifically defined will have their customary meanings under consistently applied generally accepted accounting principles.

**Loan.** Loan refers to all advances made under the terms of this Agreement.

**Loan Documents.** Loan Documents include this Agreement and all documents prepared pursuant to the terms of this Agreement including all present and future promissory notes (Notes), security instruments, guaranties, and supporting documentation as modified, amended or supplemented.

**Property.** Property is any collateral, real, personal or intangible, that secures Borrower's performance of the obligations of this Agreement.

**ADVANCES.** To the extent permitted by law, Borrower will indemnify Lender and hold Lender harmless for reliance on any request for advance that Lender reasonably believes to be genuine. Lender's records are conclusive evidence as to the number and amount of advances and the Loan's unpaid principal and interest. If any advance results in an overadvance (when the total amount of the Loan exceeds the principal balance) Borrower will pay the overadvance, as requested by Lender. Regarding Borrower's demand deposit account(s) with Lender, Lender may, at its option, consider presentation for payment of a check or other charge exceeding available funds as a request for an advance under this Agreement. Any such payment by Lender will constitute an advance on the Loan.

**CONDITIONS.** Borrower will satisfy all of the following conditions before Lender makes any advances under this Agreement. If this Agreement provides for discretionary advances, satisfaction of these conditions does not commit Lender to making advances.

**No Default.** There has not been a default under the Loan Documents nor would a default result from making the advance.

**Information.** Borrower has provided all required documents, information, certifications and warranties; all properly executed on forms acceptable to Lender.

**Inspections.** Borrower has accommodated, to Lender's satisfaction, all inspections. Conditions and Covenants. Borrower has performed and complied with all conditions required for an advance and all covenants in the Loan Documents.

**Warranties and Representations.** The warranties and representations contained in this Agreement are true and correct at the time of making the advance.

**Financial Statements.** Borrower's most recently delivered financial statements and reports are current, complete, true and accurate in all material respects and fairly represent Borrower's financial condition.

**Bankruptcy Proceedings.** No proceeding under the United States Bankruptcy Code has been commenced by or against Borrower or any of Borrower's affiliates.

**WARRANTIES AND REPRESENTATIONS.** Borrower makes these warranties and representations which will continue as long as this Agreement is in effect.

**Power.** Borrower is duly organized, validly existing and in good standing in all jurisdictions in which Borrower operates. Borrower has the power and authority to enter into this transaction and to carry on its business or activity as it is now being conducted. All persons who are required by applicable law and the governing documents of Borrower have executed and delivered to Lender this Agreement and other Loan Documents.

**Authority.** The execution, delivery and performance of this Agreement and the obligation evidenced by the Loan Documents are within Borrower's duly authorized powers, has received all necessary governmental approval, will not violate any provision of law or order of court or governmental agency, and will not violate any agreement to which Borrower is a party or to which Borrower or Borrower's property is subject.

**Name and Place of Business.** Other than previously disclosed in writing to Lender, Borrower has not changed its name or principal place of business within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Borrower will not use any other name and will preserve Borrower's existing name, trade names and franchises.

**No Other Liens.** Borrower owns or leases all property that is required for its business and except as disclosed, the property is free and clear of all liens, security interests, encumbrances and other adverse interests.

**Compliance With Laws.** Borrower is not violating any laws, regulations, rules, orders, judgments or decrees applicable to Borrower or its property, except as disclosed to Lender.

**Financial Statements.** Borrower represents and warrants that all financial statements Borrower provides fairly represent Borrower's financial condition for the stated periods, are current, complete, true and accurate in all material respects, include all direct or contingent liabilities, and that there has been no material adverse change in Borrower's financial condition, operations or business since the date the financial information was prepared.

**COVENANTS.** Until the Loan and all related debts, liabilities and obligations under the Loan Documents are paid and discharged, Borrower will comply with the following terms, unless Lender waives compliance in writing.

**Inspection and Disclosure.** Borrower will allow Lender or its agents to enter any of Borrower's premises during mutually agreed upon times, to do the following: (1) inspect, audit, review and obtain copies from Borrower's books, records, orders, receipts, and other business related data; (2) discuss Borrower's finances and business with anyone who claims to be Borrower's creditor; (3) inspect Borrower's Property, audit for the use and disposition of the Property's proceeds; or do whatever Lender decides is necessary to preserve and protect the Property and Lender's interest in the Property. As long as this Agreement is in effect, Borrower will direct all of Borrower's accountants and auditors to permit Lender to examine and make copies of Borrower's records in their possession, and to disclose to Lender any other information that they know about Borrower's financial condition and business operations. Lender may provide Lender's regulator with required information about Borrower's financial condition, operation and business or that of Borrower's parent, subsidiaries or affiliates.

**Business Requirements.** Borrower will preserve and maintain its present existence and good standing in jurisdictions where Borrower is organized and operates. Borrower will continue its business or activities as presently conducted, by obtaining licenses, permits and bonds where needed. Borrower will obtain Lender's prior written consent before ceasing business or engaging in any line of business that is materially different from its present business.

**Compliance with Laws.** Borrower will not violate any laws, regulations, rules, orders, judgments or decrees applicable to Borrower or Borrower's property, except for those which Borrower challenges in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its appeal should Borrower lose. On request, Borrower will provide Lender with written evidence that Borrower has fully and timely paid taxes, assessments and other governmental charges levied or imposed on Borrower and its income, profits and property. Borrower will adequately provide for the payment of taxes, assessments and other charges that have accrued but are not yet due and payable.

**New Organizations.** Borrower will obtain Lender's written consent before organizing, merging into, or consolidating with an entity; acquiring all or substantially all of the assets of another; or materially changing legal structure, management, ownership or financial condition.

**Other Liabilities.** Borrower will not incur, assume or permit any debt evidenced by notes, bonds or similar obligations except debt in existence on the date of this Agreement and fully disclosed to Lender; debt subordinated in payment to Lender on terms acceptable to Lender; accounts payable incurred in the ordinary course of business and paid under customary trade terms or contested in good faith with reserves satisfactory to Lender; or as otherwise agreed to by Lender.

**Notice.** Borrower will promptly notify Lender of any material change in financial condition, a default under the Loan Documents, or a default under any agreement with a third party which materially and adversely affects Borrower's property, operations or financial condition.

**Dispose of No Assets.** Without Lender's prior written consent, Borrower will not sell, lease, assign, or otherwise distribute all or substantially all of its assets.

**Insurance.** Borrower will obtain and maintain insurance with insurers in amounts and coverages that are acceptable to Lender and customary with industry practice. This may include without limitation credit insurance, insurance policies for public liability, fire, hazard and extended risk, workers compensation, and, at Lender's request, business interruption and/or rent loss insurance. Borrower may obtain insurance from anyone Borrower wants that is acceptable to Lender. Borrower's choice of insurance provider will not affect the credit decision or interest rate. At Lender's request, Borrower will deliver to Lender certified copies of all of these insurance policies, binders or certificates. Borrower will obtain and maintain a mortgagee or loss payee endorsement for Lender when these endorsements are available. Borrower will require all insurance policies to provide at least 10 days prior written notice to Lender of cancellation or modification. Borrower consents to Lender using or disclosing information relative to any contract of insurance required for the Loan for the purpose of replacing this insurance. Borrower also authorizes its insurer and Lender to exchange all relevant information related to any contract of insurance executed as required by any Loan Documents.

**Property Maintenance.** Borrower will keep property that is necessary or useful in its business in good working condition by making all needed repairs, replacements and improvements and by making payments due on the property.

**DEFAULT.** If the Loan is payable on demand, Lender may demand payment at any time whether or not any of the following events have occurred. Borrower will be in default if any one or more of the following occur. (1) Borrower fails to make a payment in full when due. (2) Borrower makes an assignment for the benefit of creditors or becomes insolvent, either because Borrower's liabilities exceed its assets or Borrower is unable to pay debts as they become due; or Borrower petitions for protection under any bankruptcy, insolvency or debtor relief laws, or is the subject of such a petition or action and fails to have the petition or action dismissed within a reasonable period of time. (3) Borrower fails to perform any condition or to keep any promise or covenant on this Agreement or any debt or agreement Borrower has with Lender. (4) A default occurs under the terms of any instrument evidencing or pertaining to this Agreement. (5) If Borrower is a producer of crops, Borrower fails to plant, cultivate and harvest crops in due season. (6) Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained by federal law. (7) Anything else happens that either significantly impairs the value of the Property or, unless controlled by the New Jersey Banking Law, causes Lender to reasonably believe that Lender will have difficulty collecting the Loan.

**REMEDIES.** After Borrower defaults, and after Lender gives any legally required notice and opportunity to cure, Lender may at its option use any and all remedies Lender has under state or federal law or in any of the Loan Documents, including, but not limited to, terminating any commitment or obligation to make additional advances or making all or any part of the amount owing immediately due. Lender may set-off any amount due and payable under the terms of the Loan against Borrower's right to receive money from Lender, unless prohibited by applicable law. Except as otherwise required by law, by choosing any one or more of these remedies Lender does not give up Lender's right to use any other remedy. Lender does not waive a default if Lender chooses not to use a remedy, and may later use any remedies if the default continues or occurs again.

**COLLECTION EXPENSES AND ATTORNEYS' FEES.** To the extent permitted by law, Borrower agrees to pay all expenses of collection, enforcement and protection of Lender's rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees including attorney fees as permitted by the United States Bankruptcy Code, court costs and other legal expenses. These expenses will bear interest from the date of payment until paid in full at the contract interest rate then in effect for the Loan. FL: Attorneys' fees will be 10 percent of the principal sum due or a larger amount as the court judges as reasonable and just. GA: Attorneys' fees will be 15 percent of the principal and interest owing.

**GENERAL PROVISIONS.** This Agreement is governed by the laws of the jurisdiction where Lender is located, the United States of America and to the extent required, by the laws of the jurisdiction where the Property is located.

**Joint And Individual Liability And Successors.** Each Borrower, individually, has the duty of fully performing the obligations on the Loan. Lender can sue all or any of the Borrowers upon breach of performance. The duties and benefits of this Loan will bind and benefit the successors and assigns of Borrower and Lender.

**Amendment, Integration And Severability.** The Loan Documents may not be amended or modified by oral agreement. Borrower agrees that any party signing this Agreement as Borrower is authorized to modify the terms of the Loan Documents. Borrower agrees that Lender may inform any party who guarantees this Loan of any Loan accommodations, renewals, extensions, modification, substitutions, or future advances. The Loan Documents are the complete and final expression of the understanding between Borrower and Lender. If any provision of the Loan Documents is unenforceable, then the unenforceable provision will be severed and the remaining provisions will be enforceable.

**Waivers And Consent.** Borrower, to the extent permitted by law, consents to certain actions Lender may take, and generally waives defenses that may be available based on these actions or based on the status of a party to the Loan. Lender may renew or extend payments on the Loan. Lender may release any borrower, endorser, guarantor, surety, or any other co-signer. Lender may release, substitute, or impair any Property securing the Loan. Lender's course of dealing, or Lender's forbearance from, or delay in, the exercise of any of Lender's rights, remedies, privileges, or right to insist upon Borrower's strict performance of any provisions contained in the Loan Documents, will not be construed as a waiver by Lender, unless the waiver is in writing and signed by Lender. Lender may participate or syndicate the Loan and share any information that Lender decides is necessary about Borrower and the Loan with the other participants.

**Interpretation.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement. Unless otherwise indicated, the terms of this Agreement shall be construed in accordance with the Uniform Commercial Code.

**Notice.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in this Agreement, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Time is of the essence.

<b>PRIME CAPITAL, LLC</b> 923 PARCHER ST WAUSAU, WI 54403  <b>BORROWER'S NAME AND ADDRESS</b> "I" includes each borrower above, jointly and severally.	<b>BANK OF WAUSAU</b> 2010 STEWART AVENUE WAUSAU, WI 54401  <b>LENDER'S NAME AND ADDRESS</b> "You" means the lender, its successors and assigns.	<b>P/C/CR/R/NA 18/1C2A/120/6</b> Loan Number <u>643619</u> Date <u>05-03-2010</u> Maturity Date <u>05-03-2012</u> Loan Amount \$ <u>1,090,000.00</u> Renewal Of <u>642363 &amp; 624703</u> LOAN TYPE: CR
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For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of one million ninety thousand and no/100 Dollars \$ 1,090,000.00

**Single Advance:** I will receive all of this principal sum on 05-03-2010. No additional advances are contemplated under this note.  
 **Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On \_\_\_\_\_ I will receive the amount of \$ \_\_\_\_\_ and future principal advances are contemplated.  
 Conditions: The conditions for future advances are \_\_\_\_\_

**Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on \_\_\_\_\_  
 **Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

**INTEREST:** I agree to pay interest on the outstanding principal balance from 05-03-2010 at the rate of 5.875% per year until 05-03-2012.

**Variable Rate:** This rate may then change as stated below.  
 **Index Rate:** The future rate will be \_\_\_\_\_ the following index rate: \_\_\_\_\_

**No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.  
 **Frequency and Timing:** The rate on this note may change as often as \_\_\_\_\_  
 A change in the interest rate will take effect \_\_\_\_\_  
 **Limitations:** During the term of this loan, the applicable annual interest rate will not be more than \_\_\_\_\_ % or less than \_\_\_\_\_ %.

**Effect of Variable Rate:** A change in the interest rate will have the following effect on the payments:  
 The amount of each scheduled payment will change.  The amount of the final payment will change.  
 \_\_\_\_\_

**ACCRUAL METHOD:** Interest will be calculated on a Actual/360 basis.

**POST MATURITY RATE:** I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:  
 on the same fixed or variable rate basis in effect before maturity (as indicated above).  
 at a rate equal to 2% ABOVE THE CONTRACT RATE. A \$250.00 POST MATURITY CHARGE WILL BE DUE IF NOTE IS NOT PAID IN FULL AT MATURITY.

**LATE CHARGE:** If a payment is made more than 10 days after it is due, I agree to pay a late charge of 5.000% of the late amount with a min of \$10.00

**RETURNED CHECK CHARGE:** I agree to pay a charge of \$20.00 for each check returned unsatisfied because of insufficient funds, no account, or insufficient credit.

**ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which  are  are not included in the principal amount above: \_\_\_\_\_

**PAYMENTS:** I agree to pay this note as follows:  
 On demand, but if no demand is made then 23 monthly payments of \$8,097.04 beginning 06-03-2010 and 1 balloon payment of \$1,030,002.81 on 05-03-2012.

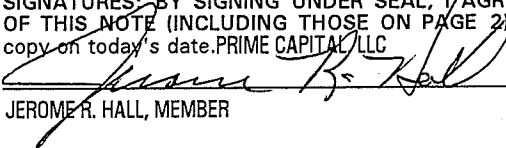
**PURPOSE:** The purpose of this loan is REFINANCE

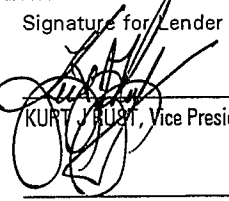
**ADDITIONAL TERMS:** If any Event of Default (as herein defined), or any event, circumstance, or condition which with the passage of time, or the giving of notice or both would constitute an Event of Default occurs, then if and for so long as such Event of Default, event, circumstance or condition continues the rate of interest on this note may equal two percent over the contract rate.

**SPOUSAL NOTICES - WISCONSIN RESIDENTS ONLY**

**Married Borrower.** If checked, the obligation evidenced by this note and any agreement securing this note is incurred in the interest of my marriage or family.  
 X \_\_\_\_\_ [Seal] X \_\_\_\_\_ [Seal]  
 **Non-Signing Spouse.** The undersigned is married to the borrower signing this note, actually knows of the credit extended under this note, and waives any notice of this extension of credit.  
 X \_\_\_\_\_ [Seal] X \_\_\_\_\_ [Seal]

**SECURITY:** This note is separately secured by (describe separate document by type and date):  
REMS DTD 05/03/2010; ASSIGN OF LEASES & RENTS DTD 05/03/2010; PSNL GTYS BY JEROME & LINN HALL  
(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

**SIGNATURES:** BY SIGNING UNDER SEAL, I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2) I have received a copy on today's date. **PRIME CAPITAL, LLC**  
 [Seal]  
 JEROME R. HALL, MEMBER

Signature for Lender  
 [Seal]  
 KURT J. RUST, Vice President [Seal]



**DEFINITIONS:** As used on page 1, "I" means the terms that apply to this loan. "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

**APPLICABLE LAW:** The law of the state of Wisconsin will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation. If any provision of this agreement cannot be enforced according to its terms, this fact will not affect the enforceability of the remainder of this agreement. No modification of this agreement may be made without your express written consent. Time is of the essence in this agreement.

**COMMISSIONS OR OTHER REMUNERATION:** I understand and agree that any insurance premiums paid to insurance companies as part of this note will involve money retained by you or paid back to you as commissions or other remuneration.

In addition, I understand and agree that some other payments to third parties as part of this note may also involve money retained by you or paid back to you as commissions or other remuneration.

**PAYMENTS:** Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce accrued unpaid interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this note. I may prepay a part of, or the entire balance of this loan without penalty, unless we specify to the contrary on this note. Any partial prepayment will not excuse or reduce any later scheduled payment until this note is paid in full (unless, when I make the prepayment, you and I agree in writing to the contrary).

**INTEREST:** Interest accrues on the principal remaining unpaid from time to time, until paid in full. If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time. Notwithstanding anything to the contrary, I do not agree to pay and you do not intend to charge any rate of interest that is higher than the maximum rate of interest you could charge under applicable law for the extension of credit that is agreed to here (either before or after maturity). If any notice of interest accrual is sent and is in error, we mutually agree to correct it, and if you actually collect more interest than allowed by law and this agreement, you agree to refund it to me.

**INDEX RATE:** The index will serve only as a device for setting the rate on this note. You do not guarantee by selecting this index, or the margin, that the rate on this note will be the same rate you charge on any other loans or class of loans to me or other borrowers.

**ACCRUAL METHOD:** The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1 of this note. For the purpose of interest calculation, the accrual method will determine the number of days in a "year." If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

**POST MATURITY RATE:** For purposes of deciding when the "Post Maturity Rate" (shown on page 1) applies, the term "maturity" means the date of the last scheduled payment indicated on page 1 of this note or the date you accelerate payment on the note, whichever is earlier.

**SINGLE ADVANCE LOANS:** If this is a single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph below.

**MULTIPLE ADVANCE LOANS:** If this is a multiple advance loan, you and I expect that you will make more than one advance of principal. If this is closed end credit, repaying a part of the principal will not entitle me to additional credit.

**PAYMENTS BY LENDER:** If you are authorized to pay, on my behalf, charges I am obligated to pay (such as property insurance premiums), then you may treat those payments made by you as advances and add them to the unpaid principal under this note, or you may demand immediate payment of the charges.

**SET-OFF:** I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

"Right to receive money from you" means:

- (1) any deposit account balance I have with you;
- (2) any money owed to me on an item presented to you or in your possession for collection or exchange; and
- (3) any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a representative. It also does not apply to any Individual Retirement Account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree

to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

**REAL ESTATE OR RESIDENCE SECURITY:** If this note is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

**DEFAULT:** I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

**REMEDIES:** If I am in default on this note you have, but are not limited to, the following remedies:

- (1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).
- (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "Set-Off" paragraph herein.
- (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- (4) You may refuse to make advances to me or allow purchases on credit by me.
- (5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

**COLLECTION COSTS AND ATTORNEY'S FEES:** I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**WAIVER:** I give up my rights to require you to do certain things. I will not require you to:

- (1) demand payment of amounts due (presentment);
- (2) obtain official certification of nonpayment (protest); or
- (3) give notice that amounts due have not been paid (notice of dishonor).

I waive any defenses I have based on suretyship or impairment of collateral.

**OBLIGATIONS INDEPENDENT:** I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may do so without any notice that it has not been paid (notice of dishonor). You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full.) I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

**FINANCIAL INFORMATION:** I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

**NOTICE:** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.

DATE OF TRANSACTION	PRINCIPAL ADVANCE	BORROWER'S INITIALS (not required)	PRINCIPAL PAYMENTS	PRINCIPAL BALANCE	INTEREST RATE	INTEREST PAYMENTS	INTEREST PAID THROUGH:
	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	
	\$		\$	\$	%	\$	
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	\$		\$	\$	%	\$	

BORROWER NAME AND ADDRESS	LENDER NAME AND ADDRESS	LOAN DESCRIPTION
PRIME CAPITAL LLC PO BOX 1573 WAUSAU, WI 54402	BANK OF WAUSAU 2010 STEWART AVENUE WAUSAU, WI 54401	Number <u>642703 1024703</u> Amount \$ <u>413,484.82</u> Date <u>09-30-2009</u>

Refer to the attached Signature Addendum, incorporated herein, for additional Borrowers and their signatures.

**COMMERCIAL LOAN AGREEMENT**

**LOAN STRUCTURE.** This Commercial Loan Agreement (Agreement) contemplates  a single advance term Loan  a multiple advance draw Loan  a revolving multiple advance draw Loan. The principal balance will not exceed \$ 413,484.82. Borrower will pay down a revolving draw Loan's outstanding Principal to \$ \_\_\_\_\_ (Pay Down Balance) \_\_\_\_\_ (Time Period). This Loan is for  agricultural  business purposes.

Borrower may not voluntarily prepay the Loan in full at any time.  Borrower may prepay the Loan under the following terms and conditions (Any partial prepayment will not excuse any later scheduled payments until the Loan is paid in full.): Loan may be prepaid at any time without penalty.

**LATE CHARGES.** If a payment is made more than 10 days after it is due, Borrower will pay a late charge of 5.000% of the late amount with a min of \$ 10.00

**FEES.** Borrower agrees to pay the following fees in connection with this Loan at closing or as otherwise requested by Lender: SEE ATTACHED LOAN SETTLEMENT STATEMENT

**REQUESTS FOR ADVANCES.** Borrower authorizes Lender to honor a request for an advance from Borrower or any person authorized by Borrower. The requests for an advance must be in writing, by telephone, or any other manner agreed upon by Borrower and Lender, and must specify the requested amount and date and be accompanied with any agreements, documents, and instruments that Lender requires for the Loan. Lender will make same day advances, on any day that Lender is open for business, when the request is received before \_\_\_\_\_ (Advance Cut-Off Time). Lender will disburse the advance into Borrower's demand deposit account (if any), account number \_\_\_\_\_, or in any other agreed upon manner. All advances will be made in United States dollars.

- These requests must be made by at least \_\_\_\_\_ (Number Required To Draw) persons, acting together, of those persons authorized to act on Borrower's behalf.
- Advances will be made in the amount of at least \$ \_\_\_\_\_ (Minimum Amount Of Advance).
- Advances will be made no more frequently than \_\_\_\_\_ (Minimum Frequency Of Advance).
- Discretionary Advances. Lender will make all Loan advances at Lender's sole discretion.
- Obligatory Advances. Lender will make all Loan advances subject to this Agreement's terms and conditions.

**FINANCIAL INFORMATION.** Borrower will prepare and maintain Borrower's financial records using consistently applied generally accepted accounting principles then in effect. Borrower will provide Lender with financial information in a form acceptable to Lender and under the following terms.

- A. **Frequency.** Annually, Borrower will provide to Lender Borrower's financial statements, tax returns, annual internal audit reports or those prepared by independent accountants within 30 days after the close of each fiscal year. Any annual financial statements that Borrower provides will be  audited statements.  reviewed statements.  compiled statements.  
 Borrower will provide Lender with interim financial reports on a \_\_\_\_\_ (Monthly, Quarterly) basis, and within \_\_\_\_\_ days after the close of this business period. Interim financial statements will be  audited  reviewed  compiled statements.
- B. **Requested Information.** Borrower will provide Lender with any other information about Borrower's operations, financial affairs and condition within 30 days after Lender's request.

- C. **Leverage Ratio.** Borrower will maintain at all times a ratio of total liabilities to tangible net worth, determined under consistently applied generally accepted accounting principles, of \_\_\_\_\_ (Total Liabilities to Tangible Net Worth Ratio) or less.
- D. **Minimum Tangible Net Worth.** Borrower will maintain at all times a total tangible net worth, determined under consistently applied generally accepted accounting principles, of \$ \_\_\_\_\_ (Minimum Tangible Net Worth) or more. Tangible net worth is the amount by which total assets exceed total liabilities. For determining tangible net worth, total assets will exclude all intangible assets, including without limitation goodwill, patents, trademarks, trade names, copyrights, and franchises, and will also exclude any accounts receivable that do not provide for a repayment schedule.
- E. **Minimum Current Ratio.** Borrower will maintain at all times a ratio of current assets to current liabilities, determined under consistently applied generally accepted accounting principles, of \_\_\_\_\_ (Minimum Current Ratio) or more.
- F. **Minimum Working Capital.** Borrower will maintain at all times a working capital, determined under consistently applied generally accepted accounting principles by subtracting current liabilities from current assets, of \$ \_\_\_\_\_ (Minimum Working Capital) or more. For this determination, current assets exclude \_\_\_\_\_ (Excluded Current Assets). Likewise, current liabilities include (1) all obligations payable on demand or within one year after the date on which the determination is made, and (2) final maturities and sinking fund payments required to be made within one year after the date on which the determination is made, but exclude all liabilities or obligations that Borrower may renew or extend to a date more than one year from the date of this determination.

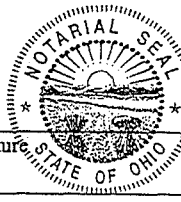
**ATTACHMENTS.** The following documents are incorporated by reference into this Agreement:  Asset Based Financing Agreement addendum dated \_\_\_\_\_  Commercial Security Agreement addendum dated 09-30-2009  Other SEE COMMERCIAL ADDENDUM.

**ADDITIONAL TERMS:**

**ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER) AND US (LENDER) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT. BY SIGNING THIS AGREEMENT, THE PARTIES AFFIRM THAT NO UNWRITTEN ORAL AGREEMENT EXISTS BETWEEN THEM.**

**SIGNATURES.** By signing under seal, I agree to all the terms and conditions beginning on page 1 through the bottom of page 2 of this Agreement. Borrower also acknowledges receipt of a copy of this Agreement.

**BORROWER:**  
PRIME CAPITAL LLC  
Entity Name  
[Signature] 9/30/09 (Seal)  
Signature GEROME HALL, MEMBER Date  
Signature \_\_\_\_\_ Date (Seal)

  
Kristina Albert  
Resident Trumbull County  
Notary Public, State of Ohio  
My Commission Expires: 03/07/2015  
[Signature] \_\_\_\_\_ (Seal)  
Signature \_\_\_\_\_ Date (Seal)

**LENDER:**  
BANK OF WAUSAU  
Entity Name  
[Signature] \_\_\_\_\_ (Seal)  
Signature KURT J. RUST, Vice President Date  
COMMERCIAL LOAN AGREEMENT: to be used with Form COMM-NOTE  
Expires ©1998, 2001 Bankers Systems, Inc., St. Cloud, MN Form COMM-AGREE 7/1/2004

I certify this to be a true and correct copy of the original this 15 day of May, 2009  
[Signature]  
Notary Public

**DEFINITIONS.** In this Agreement, the following terms have the following meanings.

**Accounting Terms.** Accounting terms that are not specifically defined will have their customary meanings under consistently applied generally accepted accounting principles.

**Loan.** Loan refers to all advances made under the terms of this Agreement.

**Loan Documents.** Loan Documents include this Agreement and all documents prepared pursuant to the terms of this Agreement including all present and future promissory notes (Notes), security instruments, guaranties, and supporting documentation as modified, amended or supplemented.

**Property.** Property is any collateral, real, personal or intangible, that secures Borrower's performance of the obligations of this Agreement.

**ADVANCES.** To the extent permitted by law, Borrower will indemnify Lender and hold Lender harmless for reliance on any request for advance that Lender reasonably believes to be genuine. Lender's records are conclusive evidence as to the number and amount of advances and the Loan's unpaid principal and interest. If any advance results in an overadvance (when the total amount of the Loan exceeds the principal balance) Borrower will pay the overadvance, as requested by Lender. Regarding Borrower's demand deposit account(s) with Lender, Lender may, at its option, consider presentation for payment of a check or other charge exceeding available funds as a request for an advance under this Agreement. Any such payment by Lender will constitute an advance on the Loan.

**CONDITIONS.** Borrower will satisfy all of the following conditions before Lender makes any advances under this Agreement. If this Agreement provides for discretionary advances, satisfaction of these conditions does not commit Lender to making advances.

**No Default.** There has not been a default under the Loan Documents nor would a default result from making the advance.

**Information.** Borrower has provided all required documents, information, certifications and warranties, all properly executed on forms acceptable to Lender.

**Inspections.** Borrower has accommodated, to Lender's satisfaction, all inspections. **Conditions and Covenants.** Borrower has performed and complied with all conditions required for an advance and all covenants in the Loan Documents.

**Warranties and Representations.** The warranties and representations contained in this Agreement are true and correct at the time of making the advance.

**Financial Statements.** Borrower's most recently delivered financial statements and reports are current, complete, true and accurate in all material respects and fairly represent Borrower's financial condition.

**Bankruptcy Proceedings.** No proceeding under the United States Bankruptcy Code has been commenced by or against Borrower or any of Borrower's affiliates.

**WARRANTIES AND REPRESENTATIONS.** Borrower makes these warranties and representations which will continue as long as this Agreement is in effect.

**Power.** Borrower is duly organized, validly existing and in good standing in all jurisdictions in which Borrower operates. Borrower has the power and authority to enter into this transaction and to carry on its business or activity as it is now being conducted. All persons who are required by applicable law and the governing documents of Borrower have executed and delivered to Lender this Agreement and other Loan Documents.

**Authority.** The execution, delivery and performance of this Agreement and the obligation evidenced by the Loan Documents are within Borrower's duly authorized powers, has received all necessary governmental approval, will not violate any provision of law or order of court or governmental agency, and will not violate any agreement to which Borrower is a party or to which Borrower or Borrower's property is subject.

**Name and Place of Business.** Other than previously disclosed in writing to Lender, Borrower has not changed its name or principal place of business within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Borrower will not use any other name and will preserve Borrower's existing name, trade names and franchises.

**No Other Liens.** Borrower owns or leases all property that is required for its business and except as disclosed, the property is free and clear of all liens, security interests, encumbrances and other adverse interests.

**Compliance With Laws.** Borrower is not violating any laws, regulations, rules, orders, judgments or decrees applicable to Borrower or its property, except as disclosed to Lender.

**Financial Statements.** Borrower represents and warrants that all financial statements Borrower provides fairly represent Borrower's financial condition for the stated periods, are current, complete, true and accurate in all material respects, include all direct or contingent liabilities, and that there has been no material adverse change in Borrower's financial condition, operations or business since the date the financial information was prepared.

**COVENANTS.** Until the Loan and all related debts, liabilities and obligations under the Loan Documents are paid and discharged, Borrower will comply with the following terms, unless Lender waives compliance in writing.

**Inspection and Disclosure.** Borrower will allow Lender or its agents to enter any of Borrower's premises during mutually agreed upon times, to do the following: (1) inspect, audit, review and obtain copies from Borrower's books, records, orders, receipts, and other business related data; (2) discuss Borrower's finances and business with anyone who claims to be Borrower's creditor; (3) inspect Borrower's Property, audit for the use and disposition of the Property's proceeds; or do whatever Lender decides is necessary to preserve and protect the Property and Lender's interest in the Property. As long as this Agreement is in effect, Borrower will direct all of Borrower's accountants and auditors to permit Lender to examine and make copies of Borrower's records in their possession, and to disclose to Lender any other information that they know about Borrower's financial condition and business operations. Lender may provide Lender's regulator with required information about Borrower's financial condition, operation and business or that of Borrower's parent, subsidiaries or affiliates.

**Business Requirements.** Borrower will preserve and maintain its present existence and good standing in jurisdictions where Borrower is organized and operates. Borrower will continue its business or activities as presently conducted, by obtaining licenses, permits and bonds where needed. Borrower will obtain Lender's prior written consent before ceasing business or engaging in any line of business that is materially different from its present business.

**Compliance with Laws.** Borrower will not violate any laws, regulations, rules, orders, judgments or decrees applicable to Borrower or Borrower's property, except for those which Borrower challenges in good faith through proper proceedings after providing adequate reserves to fully pay the claim and its appeal should Borrower lose. On request, Borrower will provide Lender with written evidence that Borrower has fully and timely paid taxes, assessments and other governmental charges levied or imposed on Borrower and its income, profits and property. Borrower will adequately provide for the payment of taxes, assessments and other charges that have accrued but are not yet due and payable.

**New Organizations.** Borrower will obtain Lender's written consent before organizing, merging into, or consolidating with an entity; acquiring all or substantially all of the assets of another; or materially changing legal structure, management, ownership or financial condition.

**Other Liabilities.** Borrower will not incur, assume or permit any debt evidenced by notes, bonds or similar obligations except debt in existence on the date of this Agreement and fully disclosed to Lender; debt subordinated in payment to Lender on terms acceptable to Lender; accounts payable incurred in the ordinary course of business and paid under customary trade terms or contested in good faith with reserves satisfactory to Lender; or as otherwise agreed to by Lender.

**Notice.** Borrower will promptly notify Lender of any material change in financial condition, a default under the Loan Documents, or a default under any agreement with a third party which materially and adversely affects Borrower's property, operations or financial condition.

**Dispose of No Assets.** Without Lender's prior written consent, Borrower will not sell, lease, assign, or otherwise distribute all or substantially all of its assets.

**Insurance.** Borrower will obtain and maintain insurance with insurers in amounts and coverages that are acceptable to Lender and customary with industry practice. This may include without limitation credit insurance, insurance policies for public liability, fire, hazard and extended risk, workers compensation, and, at Lender's request, business interruption and/or rent loss insurance. Borrower may obtain insurance from anyone Borrower wants that is acceptable to Lender. Borrower's choice of insurance provider will not affect the credit decision or interest rate. At Lender's request, Borrower will deliver to Lender certified copies of all of these insurance policies, binders or certificates. Borrower will obtain and maintain a mortgagee or loss payee endorsement for Lender when these endorsements are available. Borrower will require all insurance policies to provide at least 10 days prior written notice to Lender of cancellation or modification. Borrower consents to Lender using or disclosing information relative to any contract of insurance required for the Loan for the purpose of replacing this insurance. Borrower also authorizes its insurer and Lender to exchange all relevant information related to any contract of insurance executed as required by any Loan Documents.

**Property Maintenance.** Borrower will keep property that is necessary or useful in its business in good working condition by making all needed repairs, replacements and improvements and by making payments due on the property.

**DEFAULT.** If the Loan is payable on demand, Lender may demand payment at any time whether or not any of the following events have occurred. Borrower will be in default if any one or more of the following occur: (1) Borrower fails to make a payment in full when due. (2) Borrower makes an assignment for the benefit of creditors or becomes insolvent, either because Borrower's liabilities exceed its assets or Borrower is unable to pay debts as they become due; or Borrower petitions for protection under any bankruptcy, insolvency or debtor relief laws, or is the subject of such a petition or action and fails to have the petition or action dismissed within a reasonable period of time. (3) Borrower fails to perform any condition or to keep any promise or covenant on this Agreement or any debt or agreement Borrower has with Lender. (4) A default occurs under the terms of any instrument evidencing or pertaining to this Agreement. (5) If Borrower is a producer of crops, Borrower fails to plant, cultivate and harvest crops in due season. (6) Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained by federal law. (7) Anything else happens that either significantly impairs the value of the Property or, unless controlled by the New Jersey Banking Law, causes Lender to reasonably believe that Lender will have difficulty collecting the Loan.

**REMEDIES.** After Borrower defaults, and after Lender gives any legally required notice and opportunity to cure, Lender may at its option use any and all remedies Lender has under state or federal law or in any of the Loan Documents, including, but not limited to, terminating any commitment or obligation to make additional advances or making all or any part of the amount owing immediately due. Lender may set-off any amount due and payable under the terms of the Loan against Borrower's right to receive money from Lender, unless prohibited by applicable law. Except as otherwise required by law, by choosing any one or more of these remedies Lender does not give up Lender's right to use any other remedy. Lender does not waive a default if Lender chooses not to use a remedy, and may later use any remedies if the default continues or occurs again.

**COLLECTION EXPENSES AND ATTORNEYS' FEES.** To the extent permitted by law, Borrower agrees to pay all expenses of collection, enforcement and protection of Lender's rights and remedies under this Agreement. Expenses include, but are not limited to, reasonable attorneys' fees including attorney fees as permitted by the United States Bankruptcy Code, court costs and other legal expenses. These expenses will bear interest from the date of payment until paid in full at the contract interest rate then in effect for the Loan. FL: Attorneys' fees will be 10 percent of the principal sum due or a larger amount as the court judges as reasonable and just. GA: Attorneys' fees will be 15 percent of the principal and interest owing.

**GENERAL PROVISIONS.** This Agreement is governed by the laws of the jurisdiction where Lender is located, the United States of America and to the extent required, by the laws of the jurisdiction where the Property is located.

**Joint And Individual Liability And Successors.** Each Borrower, individually, has the duty of fully performing the obligations on the Loan. Lender can sue all or any of the Borrowers upon breach of performance. The duties and benefits of this Loan will bind and benefit the successors and assigns of Borrower and Lender.

**Amendment, Integration And Severability.** The Loan Documents may not be amended or modified by oral agreement. Borrower agrees that any party signing this Agreement as Borrower is authorized to modify the terms of the Loan Documents. Borrower agrees that Lender may inform any party who guarantees this Loan of any Loan accommodations, renewals, extensions, modification, substitutions, or future advances. The Loan Documents are the complete and final expression of the understanding between Borrower and Lender. If any provision of the Loan Documents is unenforceable, then the unenforceable provision will be severed and the remaining provisions will be enforceable.

**Waivers And Consent.** Borrower, to the extent permitted by law, consents to certain actions Lender may take, and generally waives defenses that may be available based on these actions or based on the status of a party to the Loan. Lender may renew or extend payments on the Loan. Lender may release any borrower, endorser, guarantor, surety, or any other co-signer. Lender may release, substitute, or impair any Property securing the Loan. Lender's course of dealing, or Lender's forbearance from, or delay in, the exercise of any of Lender's rights, remedies, privileges, or right to insist upon Borrower's strict performance of any provisions contained in the Loan Documents, will not be construed as a waiver by Lender, unless the waiver is in writing and signed by Lender. Lender may participate or syndicate the Loan and share any information that Lender decides is necessary about Borrower and the Loan with the other participants.

**Interpretation.** Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Agreement. Unless otherwise indicated, the terms of this Agreement shall be construed in accordance with the Uniform Commercial Code.

**Notice.** Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in this Agreement, or to any other address designated in writing. Notice to one party will be deemed to be notice to all parties. Time is of the essence.

PRIME CAPITAL LLC  
PO BOX 1573  
WAUSAU, WI 54402

BANK OF WAUSAU  
2010 STEWART AVENUE  
WAUSAU, WI 54401

P/C/CR/R/NA 18/120/1E/4/53111  
Loan Number ~~642703~~ 1024703  
Date 09-30-2009  
Maturity Date 09-30-2011  
Loan Amount \$ 413,484.82  
Renewal Of \_\_\_\_\_  
LOAN TYPE: CR

**BORROWER'S NAME AND ADDRESS**

"I" includes each borrower above, jointly and severally.

**LENDER'S NAME AND ADDRESS**

"You" means the lender, its successors and assigns.

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of four hundred thirteen thousand four hundred eighty four and 82/100 Dollars \$ 413,484.82

**Single Advance:** I will receive all of this principal sum on 09-30-2009. No additional advances are contemplated under this note.

**Multiple Advance:** The principal sum shown above is the maximum amount of principal I can borrow under this note. On \_\_\_\_\_ I will receive the amount of \$ \_\_\_\_\_ and future principal advances are contemplated.

**Conditions:** The conditions for future advances are \_\_\_\_\_

**Open End Credit:** You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on \_\_\_\_\_.

**Closed End Credit:** You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

**INTEREST:** I agree to pay interest on the outstanding principal balance from 09-30-2009 at the rate of 5.875% per year until 09-30-2011.

**Variable Rate:** This rate may then change as stated below.

**Index Rate:** The future rate will be \_\_\_\_\_ the following index rate: \_\_\_\_\_

**No Index:** The future rate will not be subject to any internal or external index. It will be entirely in your control.

**Frequency and Timing:** The rate on this note may change as often as \_\_\_\_\_  
A change in the interest rate will take effect \_\_\_\_\_.

**Limitations:** During the term of this loan, the applicable annual interest rate will not be more than \_\_\_\_\_ % or less than \_\_\_\_\_ %.

**Effect of Variable Rate:** A change in the interest rate will have the following effect on the payments:

The amount of each scheduled payment will change.  The amount of the final payment will change.

\_\_\_\_\_

**ACCRUAL METHOD:** Interest will be calculated on a Actual/360 basis.

**POST MATURITY RATE:** I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full, as stated below:

on the same fixed or variable rate basis in effect before maturity (as indicated above).

at a rate equal to 2% ABOVE THE CONTRACT RATE. A \$250.00 POST MATURITY CHARGE WILL BE DUE IF NOTE IS NOT PAID IN FULL AT MATURITY.

**LATE CHARGE:** If a payment is made more than 10 days after it is due, I agree to pay a late charge of 5.000% of the late amount with a min of \$10.00

**RETURNED CHECK CHARGE:** I agree to pay a charge of \$ 20.00 for each check returned unsatisfied because of insufficient funds, no account, or insufficient credit.

**ADDITIONAL CHARGES:** In addition to interest, I agree to pay the following charges which  are  are not included in the principal amount above: \_\_\_\_\_

**PAYMENTS:** I agree to pay this note as follows:

On demand, but if no demand is made then 23 monthly payments of \$3,175.38 beginning 10-30-2009 and 1 balloon payment of \$388,106.23 on 09-30-2011.

**PURPOSE:** The purpose of this loan is CONSOLIDATION

**ADDITIONAL TERMS:** If any Event of Default (as herein defined), or any event, circumstance, or condition which with the passage of time, or the giving of notice or both would constitute an Event of Default occurs, then if and for so long as such Event of Default, event, circumstance or condition continues the rate of interest on this note may equal two percent over the contract rate.

**SPOUSAL NOTICES - WISCONSIN RESIDENTS ONLY**

**Married Borrower.** If checked, the obligation evidenced by this note and any agreement securing this note is incurred in the interest of my marriage or family.

X \_\_\_\_\_ (Seal) X \_\_\_\_\_ (Seal)

**Non-Signing Spouse.** The undersigned is married to the borrower signing this note, actually knows of the credit extended under this note, and waives any notice of this extension of credit.

X \_\_\_\_\_ (Seal) X \_\_\_\_\_ (Seal)

**SECURITY:** This note is separately secured by (describe separate document by type and date):

REM DATED 9/30/09 AND PERSONAL GUARANTY

(This section is for your internal use. Failure to list a separate security document does not mean the agreement will not secure this note.)

Signature for lender

KURT J RUSTY, Vice President (Seal)

**SIGNATURES:** BY SIGNING UNDER SEAL, I AGREE TO THE TERMS OF THIS NOTE (INCLUDING THOSE ON PAGE 2). I have received a copy on today's date. PRIME CAPITAL LLC

Jerome R. Hall (Seal)

JEROME HALL, MEMBER

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)



ASSIGNMENT OF MORTGAGE



DOC# 1671501

Document Number

Document Title

*Michael J. Sydow*

Recording Area

Name and Return Address

The Cadle Company II, Inc.  
100 North Center Street  
Newton Falls, OH 44444 *env*

*30.00 cml*

I certify this to be a true and correct copy of the  
original this 17 day June 2014

*Kathryn T. Sabol*  
Notary Public



Kathryn T. Sabol  
Resident Trumbull County  
Notary Public, State of Ohio  
My Commission Expires: 03/26/2018

Parcel Identification Number (PIN)

- 37.291.4.2907.362.0167
- 37.291.4.2907.362.0997
- 37.291.4.2907.362.0168
- 37.291.4.2907.362.0169
- 37.291.4.2907.362.0170
- 37.291.4.2907.252.0386
- 37.291.4.2907.252.0566
- 37.291.4.2907.261.0229
- 37.251.4.2707.332.1078
- 37.251.4.2707.332.1077
- 37.291.4.2907.252.0297
- 37.291.4.2907.362.0064-
- 37.291.4.2907.362.0094

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.



R167 1501 2 5

DOC# 1671501

**0L180024**

Prepared by and return to:  
Victor O. Buente, Jr., Esq.  
The Cadle Company II, Inc.  
100 North Center Street  
Newton Falls, OH 44444-1321

**ASSIGNMENT OF MORTGAGE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged **FEDERAL DEPOSIT INSURANCE CORPORATION**, as Receiver for Bank of **Wausau** located at 1601 Bryan Street, Dallas, TX 75201 (hereinafter the "Assignor"), hereby transfers, assigns and conveys without recourse and without any representations or warranties, express or implied unto **THE CADLE COMPANY II, INC.** located at 100 North Center Street, Newton Falls, OH 44444 (hereinafter the "Assignee), all its right, title and interest in and to a certain Mortgage, between Prime Capital, LLC, a Wisconsin limited liability company, as Mortgagor and Bank of Wausau, as Lender, and bearing the date of May 3, 2010 and recorded on May 12, 2010 in the office of the Register of Deeds, Marathon County, Wisconsin, under Document No. 1568622. Said property is more particularly described on the attached Exhibit A.



In witness whereof, the undersigned has hereunto set its hand by its duly authorized officer this 14<sup>th</sup> day of May, 2014.

FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER FOR BANK OF WAUSAU, BY THE CADLE COMPANY II, INC., ITS ATTORNEY IN FACT, BY LIMITED POWER OF ATTORNEY DATED APRIL 16, 2014 AND RECORDED ON APRIL 18, 2014, WITH THE DALLAS COUNTY CLERK, TEXAS, UNDER INSTR. NO. 201400094604.

Amy A. Shaffer  
Amy A. Shaffer, Witness

Sheri S. Medallis  
Sheri S. Medallis, Witness

By: William E. Shaulis  
William E. Shaulis  
Its: Executive Vice President

STATE OF OHIO

COUNTY OF TRUMBULL,

Before me, the undersigned, a Notary Public in and for said State and County, on this the 14<sup>th</sup> day of May, 2014, personally appeared William E. Shaulis, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Executive Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed of such maker, for the uses and purposes therein set forth.

Kathryn T. Sabol  
Kathryn T. Sabol, Notary Public



Kathryn T. Sabol  
Resident Trumbull County  
Notary Public, State of Ohio  
My Commission Expires: 03/26/2018





EXHIBIT A

PARCEL I

Lots 23 and 24 of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.

PIN: 37.291.4.2907.362.0167 ✓ #7030  
Tax ID No.: 2907.362.167  
Property Address: 111 S. 4th Street, Wausau, WI 54403

PARCEL II

All that part of Government Lot 1 in Section 36, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northeast corner of Lot 1 in Block 5 of B. Williams Addition to the City of Wausau; and running thence North 1° 48' East, 212.20 feet along the West line of Fourth Street to the point of beginning; thence North 88° 06' West, 190 feet; thence North 1° 48' East, 164.75 feet; thence North 70° 43' East, 28.25 feet; thence South 76° 49' East, 100.55 feet to the Southwest corner of Lot 21 in Stewart, Manson & Hinton's Addition to the City of Wausau; thence Southeasterly, along the Southerly line of said Lot 21 in said Stewart, Manson & Hinton's Addition to the City of Wausau, to the West line of Fourth Street; and thence South, along the West line of Fourth Street, 150 feet to the point of beginning.

AND

That part of Government Lot 1 in Section 36, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northeast corner of Lot 1 in Block 5 of B. Williams Addition to the City of Wausau; running thence North 1° 48' East, 212.2 feet, along the West line of Fourth Street; thence North 88° 06' West, 190 feet to the point of beginning; thence North 88° 06' West, 100 feet; thence North 1° 48' East to the Southerly line of the land described in Certified Survey Map recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 1 of Certified Survey Maps on Page 33; thence North 70° 43' East, along the Southerly line of said Certified Survey Map, to the Northwest corner of the parcel described in deed recorded in said Register's office in Deed Book 501 on Page 584; and thence South along the West line of the parcel of land described in Deed Book 501 on Page 584, 164.75 feet to the point of beginning.

PIN: 37.291.4.2907.362.0997 ✓ #7030  
Tax ID No.: 2907.362.997  
Property Address: 218 S. 4th Street, Wausau, WI 54403

PARCEL III

Lot 25; AND

The West 10 feet of Lot 26, all of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.



EXHIBIT A  
(Continued)

PIN: 37.291.4.2907.362.0168 ✓ # 7030  
Tax ID No.: 2907.362.168  
Property Address: 413 Division Street, Wausau, WI 54403

PARCEL IV  
The East 50 feet of Lot 26 of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.

PIN: 37.291.4.2907.362.0169 ✓ # 7030  
Tax ID No.: 2907.362.169  
Property Address: 415 Division Street, Wausau, WI 54403

PARCEL V  
Lot 27 of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.

PIN: 37.291.4.2907.362.0170 ✓ # 7030  
Tax ID No.: 2907.362.170  
Property Address: 417 Division Street, Wausau, WI 54403

PARCEL VI  
Lot 9 in Block 12 of A. Warren Jr's 2nd Addition, in the City of Wausau, Marathon County, Wisconsin, excepting the West 60 feet thereof.

PIN: 37.291.4.2907.252.0386 ✓ # 7535  
Tax ID No.: 2907.252.386  
Property Address: 1320 N. 5th Street, Wausau, WI 54403

PARCEL VII  
The North 36 feet and 10 inches of Lot 1 in Block 9 of Dunbar & Brown's Addition to Park Addition to the City of Wausau, Marathon County, Wisconsin.

PIN: 37.291.4.2907.252.0566 ✓ # 2125  
Tax ID No.: 2907.252.566  
Property Address: 1407 N. 7th Street, Wausau, WI 54403

PARCEL VIII  
Lot 10 in Block 9 of Mary Poor's Addition to the City of Wausau, Marathon County, Wisconsin.

PIN: 37.291.4.2907.261.0229 ✓ # 6240  
Tax ID No.: 2907.261.229  
Property Address: 325 N. 3rd Avenue, Wausau, WI 54401

EXHIBIT A  
(Continued)

PARCEL IX

Lot 10 of Mosinee Assessor's Plat No. 2, City of Mosinee, Marathon County, Wisconsin.

PIN: 37.251.4.2707.332.1078 ✓

Tax ID No.: 53.0545.000.010

Property Address: 539 State Highway 153 East, Mosinee, WI 54455

#0545

PARCEL X

Lot 9 of Mosinee Assessor's Plat No. 2, City of Mosinee, Marathon County, Wisconsin.

PIN: 37.251.4.2707.332.1077 ✓

Tax ID No.: 53.0545.000.009

#0545

PARCEL XI

Lot 4 in Block 15 of A. Warren Jr's. 2nd Addition to the City of Wausau, Marathon County, Wisconsin, Excepting lands described in that instrument recorded as Document No. 1543202.

PIN: 37.291.4.2907.252.0297 ✓

Tax ID No.: 2907.252.297

Property Address: 205 E. Bridge Street, Wausau, WI 54403

#7535

PARCEL XII

Lot 6 in Block 13 of Stewart, Parcher & Manson's Addition to the City of Wausau, Marathon County, Wisconsin.

PIN: 37.291.4.2907.362.0064 ✓

Tax ID No.: 2907.362.064

Property Address: 624 Washington Street, Wausau, WI 54403

#7040

PARCEL XIII

Land described in Certified Survey Map No. 4312 recorded in the office of the Register of Deeds for Marathon County, Wisconsin in Volume 16 of Certified Survey Maps on Page 80, as Document No. 865105; being Lot 11 in Block 14 of Stewart, Parcher & Manson's Addition, in the City of Wausau, Marathon County, Wisconsin.

PIN: 37.291.4.2907.362.0094 ✓

Tax ID No.: 2907.362.094

Property Address: 623 Washington Street, Wausau, WI 54403

#7040



R1671501 6 6

DOC# 1671501

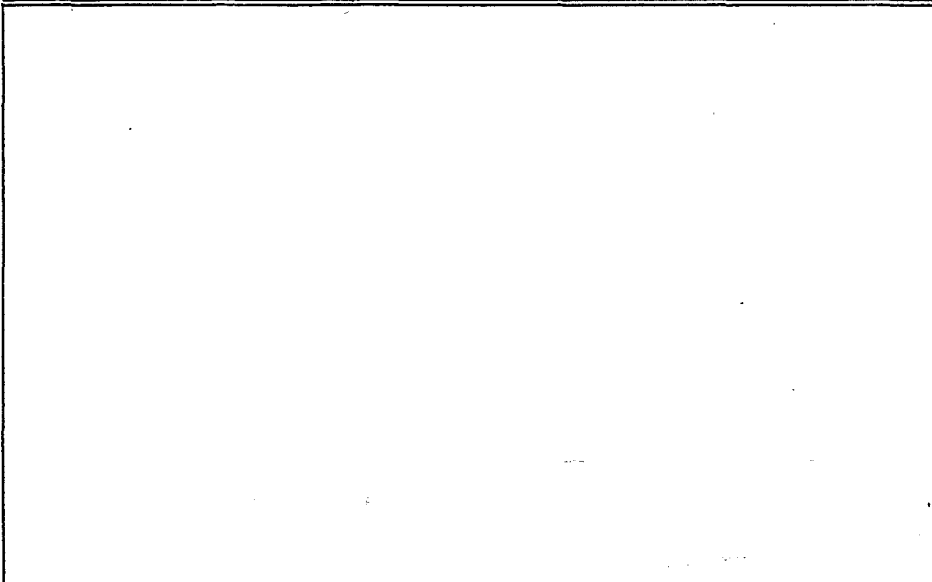
ASSIGNMENT OF MORTGAGE



DOC# 1671502

Document Number

Document Title



*Michael J. Sydow*

Recording Area

Name and Return Address

Roswell Properties, L.L.C., Ltd.  
100 North Center Street  
Newton Falls, OH 44444 *ENV*

*30.00 CH*

I certify this to be a true and correct copy of the original this 17 day June, 2014

*Kathryn T. Sabol*  
Notary Public



Kathryn T. Sabol  
Resident Trumbull County  
Notary Public, State of Ohio  
My Commission Expires: 03/26/2018

Parcel Identification Number (PIN)

- 37.291.4.2907.362.0167
- 37.291.4.2907.362.0997
- 37.291.4.2907.362.0168
- 37.291.4.2907.362.0169
- 37.291.4.2907.362.0170
- 37.291.4.2907.252.0386
- 37.291.4.2907.252.0566
- 37.291.4.2907.261.0229
- 37.251.4.2707.332.1078
- 37.251.4.2707.332.1077
- 37.291.4.2907.252.0297
- 37.291.4.2907.362.0064
- 37.291.4.2907.362.0094

**THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.**

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.



DOC# 1671502

**0L180024**

Prepared by and return to:  
Victor O. Buente, Jr., Esq.  
Roswell Properties, L.L.C., Ltd.  
100 North Center Street  
Newton Falls, OH 44444-1321

**ASSIGNMENT OF MORTGAGE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged **THE CADLE COMPANY II, INC.** located at 100 North Center Street, Newton Falls, Ohio 44444 (hereinafter the "Assignor"), hereby transfers, assigns and conveys without recourse and without any representations or warranties, express or implied unto **ROSWELL PROPERTIES, L.L.C., LTD.** located at 100 North Center Street, Newton Falls, Ohio 44444 (hereinafter the "Assignee), all its right, title and interest in and to a certain Mortgage, between Prime Capital, LLC, a Wisconsin limited liability company, as Mortgagor and Bank of Wausau, as Lender, and bearing the date of May 3, 2010 and recorded on May 12, 2010 in the office of the Register of Deeds, Marathon County, Wisconsin, under Document No. 1568622. Said property is more particularly described on the attached Exhibit A.



In witness whereof, the undersigned has hereunto set its hand by its duly authorized officer this 14<sup>th</sup> day of May, 2014.

Amy A. Shaffer  
Amy A. Shaffer, Witness

THE CADLE COMPANY II, INC.

Sheri S. Medallis  
Sheri S. Medallis, Witness

By: William E. Shaulis  
William E. Shaulis  
Its: Executive Vice President

STATE OF OHIO

COUNTY OF TRUMBULL,

Before me, the undersigned, a Notary Public in and for said State and County, on this the 14<sup>th</sup> day of May, 2014, personally appeared William E. Shaulis, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Executive Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed of such maker, for the uses and purposes therein set forth.

Kathryn T. Sabol  
Kathryn T. Sabol, Notary Public



Kathryn T. Sabol  
Resident Trumbull County  
Notary Public, State of Ohio  
My Commission Expires: 03/26/2018



EXHIBIT A

PARCEL I

Lots 23 and 24 of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.

PIN: 37.291.4.2907.362.0167 ✓ #7030  
Tax ID No.: 2907.362.167  
Property Address: 111 S. 4th Street, Wausau, WI 54403

PARCEL II

All that part of Government Lot 1 in Section 36, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northeast corner of Lot 1 in Block 5 of B. Williams Addition to the City of Wausau; and running thence North 1° 48' East, 212.20 feet along the West line of Fourth Street to the point of beginning; thence North 88° 06' West, 190 feet; thence North 1° 48' East, 164.75 feet; thence North 70° 43' East, 28.25 feet; thence South 76° 49' East, 100.55 feet to the Southwest corner of Lot 21 in Stewart, Manson & Hinton's Addition to the City of Wausau; thence Southeasterly, along the Southerly line of said Lot 21 in said Stewart, Manson & Hinton's Addition to the City of Wausau, to the West line of Fourth Street; and thence South, along the West line of Fourth Street, 150 feet to the point of beginning.

AND

That part of Government Lot 1 in Section 36, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northeast corner of Lot 1 in Block 5 of B. Williams Addition to the City of Wausau; running thence North 1° 48' East, 212.2 feet, along the West line of Fourth Street; thence North 88° 06' West, 190 feet to the point of beginning; thence North 88° 06' West, 100 feet; thence North 1° 48' East to the Southerly line of the land described in Certified Survey Map recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 1 of Certified Survey Maps on Page 33; thence North 70° 43' East, along the Southerly line of said Certified Survey Map, to the Northwest corner of the parcel described in deed recorded in said Register's office in Deed Book 501 on Page 584; and thence South along the West line of the parcel of land described in Deed Book 501 on Page 584, 164.75 feet to the point of beginning.

PIN: 37.291.4.2907.362.0997 ✓ *Govt Lot 1*  
Tax ID No.: 2907.362.997  
Property Address: 218 S. 4th Street, Wausau, WI 54403

PARCEL III  
Lot 25; AND

The West 10 feet of Lot 26, all of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.

EXHIBIT A  
(Continued)



DOC# 1671502

PIN: 37.291.4.2907.362.0168 ✓ # 7030  
Tax ID No.: 2907.362.168  
Property Address: 413 Division Street, Wausau, WI 54403

PARCEL IV  
The East 50 feet of Lot 26 of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.

PIN: 37.291.4.2907.362.0169 ✓ # 7030  
Tax ID No.: 2907.362.169  
Property Address: 415 Division Street, Wausau, WI 54403

PARCEL V  
Lot 27 of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.

PIN: 37.291.4.2907.362.0170 ✓ # 7030  
Tax ID No.: 2907.362.170  
Property Address: 417 Division Street, Wausau, WI 54403

PARCEL VI  
Lot 9 in Block 12 of A. Warren Jr's 2nd Addition, in the City of Wausau, Marathon County, Wisconsin, excepting the West 60 feet thereof.

PIN: 37.291.4.2907.252.0386 ✓ # 7535  
Tax ID No.: 2907.252.386  
Property Address: 1320 N. 5th Street, Wausau, WI 54403

PARCEL VII  
The North 36 feet and 10 inches of Lot 1 in Block 9 of Dunbar & Brown's Addition to Park Addition to the City of Wausau, Marathon County, Wisconsin.

PIN: 37.291.4.2907.252.0566 ✓ # 2125  
Tax ID No.: 2907.252.566  
Property Address: 1407 N. 7th Street, Wausau, WI 54403

PARCEL VIII  
Lot 10 in Block 9 of Mary Poor's Addition to the City of Wausau, Marathon County, Wisconsin.

PIN: 37.291.4.2907.261.0229 ✓ # 6240  
Tax ID No.: 2907.261.229  
Property Address: 325 N. 3rd Avenue, Wausau, WI 54401



EXHIBIT A  
(Continued)

PARCEL IX

Lot 10 of Mosinee Assessor's Plat No. 2, City of Mosinee, Marathon County, Wisconsin.

PIN: 37.251.4.2707.332.1078 ✓ #0545

Tax ID No.: 53.0545.000.010

Property Address: 539 State Highway 153 East, Mosinee, WI 54455

PARCEL X

Lot 9 of Mosinee Assessor's Plat No. 2, City of Mosinee, Marathon County, Wisconsin.

PIN: 37.251.4.2707.332.1077 ✓ #0545

Tax ID No.: 53.0545.000.009

PARCEL XI

Lot 4 in Block 15 of A. Warren Jr's. 2nd Addition to the City of Wausau, Marathon County, Wisconsin, Excepting lands described in that instrument recorded as Document No. 1543202.

PIN: 37.291.4.2907.252.0297 ✓ #7535

Tax ID No.: 2907.252.297

Property Address: 205 E. Bridge Street, Wausau, WI 54403

PARCEL XII

Lot 6 in Block 13 of Stewart, Parcher & Manson's Addition to the City of Wausau, Marathon County, Wisconsin.

PIN: 37.291.4.2907.362.0064 ✓ #7040

Tax ID No.: 2907.362.064

Property Address: 624 Washington Street, Wausau, WI 54403

PARCEL XIII

Land described in Certified Survey Map No. 4312 recorded in the office of the Register of Deeds for Marathon County, Wisconsin in Volume 16 of Certified Survey Maps on Page 80, as Document No. 865105; being Lot 11 in Block 14 of Stewart, Parcher & Manson's Addition, in the City of Wausau, Marathon County, Wisconsin.

PIN: 37.291.4.2907.362.0094 ✓ #7040

Tax ID No.: 2907.362.094

Property Address: 623 Washington Street, Wausau, WI 54403



R 167 1502 5 5

DOC# 1671502

## DEED IN LIEU OF FORECLOSURE SETTLEMENT AGREEMENT

This Deed in Lieu of Foreclosure Settlement Agreement ("Agreement") is made to be effective as of January 15, 2015, by and between Prime Capital, LLC, a Wisconsin limited liability company ("Borrower"), Linn Hall ("Guarantor"), and Roswell Properties, L.L.C., Ltd. ("Lender").

### RECITALS:

This Agreement is based upon the following recitals:

A. On or about May 3, 2010, Borrower entered into a Note with the Bank of Wausau, which included a Mortgage encumbering that property as described on Exhibit A attached hereto and incorporated herein ("the Mortgaged Properties"). Said Mortgage was in the original stated amount of \$1,090,000.00, dated May 3, 2010, and recorded in the office of Register of Deeds for Marathon County, Wisconsin, on May 12, 2010, as Document No. 1568622.

B. That subsequently, the indebtedness secured by the Mortgage set forth at Paragraph A hereinabove was renewed under the terms of that Commercial Loan Agreement with the Bank of Wausau dated May 11, 2012. Under the terms of the Commercial Loan Agreement, the principal balance of the loan as of May 11, 2012, was \$944,161.33. The Guarantor also executed a guarantee of said indebtedness (collectively the "Loan Agreement").

C. The Loan is secured by a Mortgage and an Assignment of Leases and Rents, all as set forth on Exhibit B attached hereto and incorporated herein (collectively the "Loan Documents"). As shown, the Lender is the assignee of said Mortgage and Assignment of Leases and Rents.

D. Pursuant to the terms of the Commercial Promissory Note and Commercial Loan Agreement dated May 11, 2012, the Note was to mature and all principal and interest and other amounts owing pursuant to the Loan Documents were to become fully due and payable on November 11, 2013 (the "Maturity Date").

E. Borrower has failed to pay the principal and certain other amounts due in respect of the indebtedness, and therefore is in default under the terms of the Loan Agreement.

F. The entire balance of the loan is immediately due and payable, and Lender is entitled to commence any and all of its remedies available for the Borrower's default.

G. In order to avoid the financial hardship and damage to reputation that may

result from the Borrower's default, Borrower has requested that the parties resolve Borrower's default by Borrower's conveyance of certain real property encumbered by the loan, which property to be conveyed to the Lender is described on Exhibit C attached hereto and incorporated herein, in lieu of foreclosure and in consideration of a full and complete satisfaction of any and all indebtedness due to the Lender, and a release of all security interest in the remaining parcels originally encumbered by the Mortgage, as described and set forth on Exhibit D attached hereto and incorporated herein.

H. The Lender wishes to accept the conveyance by a Deed in Lieu of Foreclosure of the property described on Exhibit C pursuant to this Agreement to avoid the necessity of litigation, foreclosure, and the delays associated therewith and to avoid the delays associated with the Borrower's redemption rights with respect to the property, and Lender acknowledges that the provisions of this Agreement directly benefit Lender in this regard; and

I. The parties agree that the estimated fair market value of the property to be conveyed to the Lender in a Deed in Lieu of Foreclosure (as set forth on Exhibit C), is approximately equal to the balance of the outstanding indebtedness due and owing under the Loan Agreement.

NOW THEREFORE, for in consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Borrower, Guarantor and Lender do hereby agree as follows:

1. Affirmation of Recitals: The recitals set forth are true and correct and are incorporated herein by this reference.

2. Acknowledgment of Indebtedness: As of January 15, 2015, Borrower acknowledges and agrees that it is indebted to the Lender for the following amounts:

Principal Balance	\$906,023.82
Accrued Interest	\$ 45,422.49
Cost, Fees and Expenses	<u>\$ 675.97</u>
Total:	\$952,122.28

3. Agreement to Convey Property: Borrower shall execute a Deed in Lieu of Foreclosure, conveying title free and clear of all liens and encumbrances to that real property encumbered by the Mortgage Documents and as is set forth on Exhibit C attached hereto and incorporated herein. The conveyance of the property by Borrower shall constitute an absolute, unconditional and irrevocable conveyance of the property, of all interest therein. Borrower does hereby further acknowledge that upon conveyance of the property, and to be effective as of January 1, 2015, the Borrower shall have no interest in any income, rentals, profits or other sums derived from or attributable to the property to be conveyed by Deed in Lieu of Foreclosure, and that all such income, rentals, profits and other sums which come into the possession of the Borrower shall be the sole property of the Lender. Borrower shall transfer any security deposits held by the

Borrower to the Lender, and shall assign all rights in any existing Rental Agreements related to the property set forth on Exhibit C and to be conveyed by the Deed in Lieu of Foreclosure to the Lender.

4. Lender Indemnity: Lender agrees and acknowledges that they are relying exclusively on its own independent inspection regarding all of the property to be conveyed by the Borrower as set forth herein, and not on any warranty or representation of the Borrower. Borrower shall transfer title to the property in its "as is" condition without any warranty regarding the condition of the property, or of the mechanical systems serving the property; and the Borrower is not warranting or representing the fitness for any particular purpose of the property, and the act of execution of the documents transferring title as called for in this Agreement shall constitute the Lender's acceptance of the condition of the property as is with no further liability, cause of action or claim against the Borrower in any manner or respect whatsoever.

5. Agreement for Release of Indebtedness: The Lender acknowledges and agrees that the consideration for the conveyance to the Lender by that Deed in Lieu of Foreclosure of all Borrower's right, title and interest in and to the property described on Exhibit C is the Lender's complete and unconditional release of all indebtedness due from the Borrower and the Guarantor under the Loan Agreement, save and except for \$10.00, and covenant not to sue the Borrower or the Guarantor for any indebtedness owing under the such Loan Agreement and Documents. Upon delivery and recording of the Deed in Lieu of Foreclosure, and receipt by Lender of an Owner's Policy of Title Insurance showing clear title to the exchange of property, save and except for Lender's Mortgage, the Lender shall release the Borrower and Guarantor and such release shall become effective and neither the Borrower nor the Guarantor shall have any further personal or other liability for payment of any indebtedness.

6. Prorations: Borrower shall be responsible for all expenses incurred arising out of the ownership and the operation of the property through December 31, 2014, EXCEPT that Lender agrees to pay any property taxes due and payable, including those for 2014. Lender shall be responsible for any expenses incurred arising out of the ownership and operation of the Property beginning January 1, 2015, including responsibility for all real estate taxes and special assessment from January 1, 2015 forward. All rents received for the period beginning January 1, 2015 forward, shall be the property of the Lender and Borrower, to the extent Borrower receives any payment for the period beginning January 1, 2015, shall forward such amounts to the Lender within ten (10) days of receipt thereof. All security deposits held by the Borrower shall be transferred to the Lender along with an Assignment of the Lease Agreements.

7. Non-Merger of Estates: It is expressly understood and agreed by Borrower and Lender, that all of the liens and security instruments in the property to be conveyed by the Deed in Lieu of Foreclosure as set forth on Exhibit C hereof; and all of the Lender's rights and remedies with respect thereto, including but not limited to the remedy of judicial foreclosure shall not merge with the legal estate and titling in the property to be conveyed by the Borrower. To the contrary, Lender's liens and security interests

under the Loan Document shall be and remain separate and distinct from the legal estate and title in the property to be acquired by the Deed in Lieu of Foreclosure from the Borrower. The liens and the Loan Documents shall not be released and are preserved and shall continue in full force and effect to protect the Lender against any intervening lien, interest or title or for other purpose of security. Further, the priority of the liens of the Loan Documents is not intended to be altered thereby, and nothing herein shall be construed to subordinate the priority of the liens of the Loan Documents to any other liens, encumbrances or interests whatsoever. Lender reserves the right to foreclose its Mortgage or take other legal action on its sole and absolute discretion, as Lender determines to be in its best interest to resolve any title issues as to the property conveyed by Borrower to Lender. Lender reserves the further right to add or name either Borrower to Guarantor as a material Defendant on any such action for the sole purpose of quieting title to the Property conveyed to Lender and not for any personal liability.

8. Satisfaction Release of Mortgage on Remaining Property: The Lender and Borrower have agreed that the property to be transferred to the Lender and as set forth on Exhibit C attached hereto are given in consideration for the full and complete release of the indebtedness due under the Loan Agreement and the Loan Documents. With those remaining properties as set forth on Exhibit D, which were and are encumbered by the Loan Documents, the Lender shall fully and absolutely execute and deliver a separate Release of Mortgage lien releasing any and all lien or interest that the Lender may have in those properties set forth on Exhibit D. In further consideration of the transfer of the Deed in Lieu of Foreclosure by the Borrower to the Lender, the Lender shall fully and completely release the Guarantor under the Loan Documents.

9. Other Deliveries: The Borrower shall deliver to the Lender possession of the real property at the time of the execution of the Deed in Lieu of Foreclosure, subject to the rights of existing tenants and those other permitted exceptions as set forth under ALTA Title Insurance Policy to be obtained by the Lender. Borrower shall further deliver to the Lender any keys to the real estate and any other property information.

10. Cooperation: Commencing on the date of the Agreement, Borrower and Lender agreed to reasonably cooperate in order to facilitate the orderly transfer of the ownership and management of the properties and to execute the necessary documents called for in this Agreement.

11. Borrower Representations: Borrower represents to the Lender that the Borrower is a Wisconsin limited liability company, duly formed, organized and validly existing and in good standing under the laws of the State of Wisconsin. Linn Hall is the sole member and manager of the Borrower and as such, has the capacity, right, power and authority to execute this Agreement and to perform the obligations set forth hereunder, and as contemplated by this Agreement. The execution, delivery and performance of this Agreement by Borrower and Guarantor does not breach, conflict with or contravene any other Agreement, instrument or document to which the Borrower or the Guarantor is a party.

Guarantor and Borrower have not filed a petition in any case or proceeding under the Bankruptcy Code; and neither Borrower nor Guarantor have admitted in writing insolvency or inability to pay their debts or have made an assignment for the benefit of creditors, and therefore the transaction contemplated herein is not a preference, voidable

transfer, fraudulent conveyance, or otherwise in violation of the Bankruptcy Code or any other similar state or federal law.

Neither Borrower nor Guarantor have received any notice of any, nor is there any, pending or threatened litigation or administrative proceeding involving in any manner the real property or the ownership, leasing, or use of the property.

12. Arms-Length Transaction: Borrower and Guarantor have requested conveyance of the property set forth on Exhibit C in lieu of the exercise of the Lender's remedies pursuant to the Loan Documents, and have been represented by competent legal counsel of their own choosing. This agreement was entered with the free will of Borrower and Guarantor, and Lender has not take advantage of Borrower or Guarantor by threats, overreaching or otherwise and Borrower and Guarantor are proceeding this transaction of their own volition and what they perceive to be their own best interests.

Borrower and Guarantor and Lender agree that the estimated fair market value of the property to be conveyed to the Lender as set forth in Exhibit C is approximately equal to the balance of the indebtedness under the Loan Documents, and therefore the Lender shall fully and completely and finally satisfy the indebtedness of the Borrower and the Guarantor, and shall further release its remaining Mortgage and Security Interests in that property not to be conveyed as part of this Agreement and as which is set forth on Exhibit D herein.

13. Entire Agreement. This Agreement and the Exhibits attached hereto, and all other documents executed and delivered at closing by either party, embody the entire Agreement between the parties in connection with the transaction contemplated hereby and there are no other Agreements, representations or inducements existing between the parties related to this transaction that are not expressly set forth herein. This Agreement may not be modified except in writing signed by all parties hereto.

14. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal representative, successors and assigns.

15. Waivers: No written waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision or a consent to any subsequent breach.

16. Time is of the Essence; Governing Law: All parties hereto agree that time is of the essence in this transaction and that this Agreement may be executed in counterparts and shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

IN WITNESSETH WHEREOF the parties hereto have executed this Agreement as of January 15, 2015.

BORROWER:

PRIME CAPITAL, LLC, a Wisconsin Limited Liability Company

By: Linn Hall, manager & member  
Linn Hall, Sole Member and Manager

LENDER:

ROSWELL PROPERTIES, L.L.C., LTD.

By: The Cadle Company, its Manager

By: Timothy F. Dudgeon, SVP  
Timothy F. Dudgeon

GUARANTOR:

Linn Hall  
Linn Hall

**EXHIBIT A**

**Parcel I:**

Lots twenty-three (23) and twenty-four (24) of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.

PIN No: 37.291.4.2907.362.167

Tax Key No: 2907.362.0167

Address: 111 S. 4<sup>th</sup> St., Wausau, WI 54403

**Parcel II:**

All that part of Government Lot one (1) in Section thirty-six (36), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northeast corner of Lot one (1) in Block five (5) of B. Williams Addition to the City of Wausau; and running thence North 1°48' East, 212.20 feet along the West line of Fourth Street to the point of beginning; thence North 88°06' West, 190 feet; thence North 1°48' East, 164.75 feet; thence North 70°43' East, 28.25 feet; thence South 76°49' East, 100.55 feet to the Southwest corner of Lot twenty-one (21) in Stewart, Manson & Hinton's Addition to the City of Wausau; thence Southeasterly, along the Southerly line of said Lot 21 in said Stewart, Manson & Hinton's Addition to the City of Wausau, to the West line of Fourth Street; and thence South, along the West line of Fourth Street, 150 feet to the point of beginning.

**AND**

That part of Government Lot 1 in Section 36, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northeast corner of Lot 1 in Block 5 of B. Williams Addition to the City of Wausau; running thence North 1°48' East, 212.20 feet, along the West line of Fourth Street; thence North 88°06' West, 190 feet to the point of beginning; thence North 88°06' West, 100 feet; thence North 1°48' East to the Southerly line of the land described in Certified Survey Map recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 1 of Certified Survey Maps on Page 33; thence North 70°43' East, along the Southerly line of said Certified Survey Map, to the Northwest corner of the parcel described in deed recorded in said Register's office in Volume 501 of Deed Books on Page 584; and thence South along the West line of the parcel of land described in Volume 501 of Deed Books on Page 584, 164.75 feet to the point of beginning.

PIN No: 37.291.4.2907.362.997

Tax Key No: 2907.362.0997

Address: 218 S. 4<sup>th</sup> Street, Wausau, WI 54403



**Parcel III:**

**Lot twenty-five (25); AND**

**The West 10 feet of Lot twenty-six (26), all of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.**

**PIN No: 37.291.4.2907.362.168**

**Tax Key No: 2907.362.0168**

**Address: 413 Division St., Wausau, WI 54403**

**Parcel IV:**

**The East 50 feet of Lot twenty-six (26) of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.**

**PIN No: 37.291.4.2907.362.169**

**Tax Key No: 2907.362.0169**

**Address: 415 Division St., Wausau, WI 54403**

**Parcel V:**

**Lot twenty-seven (27) of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.**

**PIN No: 37.291.4.2907.362.170**

**Tax Key No: 2907.362.0170**

**Address: 417 Division St., Wausau, WI 54403**

**Parcel VI:**

**Lot nine (9) in Block twelve (12) of A. Warren Jr's 2<sup>nd</sup> Addition, in the City of Wausau, Marathon County, Wisconsin, excepting the West 60 feet thereof.**

**PIN No: 37.291.4.2907.252.386**

**Tax Key No: 2907.252.0386**

**Address: 1320 N. 5th St., Wausau, WI 54403**

**Parcel VII:**

**Lot ten (10) of Mosinee Assessor's Plat No. 2, in the City of Mosinee, Marathon County, Wisconsin.**

**PIN No: 37.251.4.2707.332.1078**

**Tax Key No: 53.0545.000.010**

**Address: 539 State Highway 153 East, Mosinee, WI 54455**

**Parcel VIII:**

**Lot nine (9) of Mosinee Assessor's Plat No. 2, in the City of Mosinee, Marathon County, Wisconsin.**

**PIN No: 37.251.4.2707.332.1077**

**Tax Key No: 53.0545.000.009**

**Parcel IX:**

**Lot four (4) in Block fifteen (15) of A. Warren Jr's 2<sup>nd</sup> Addition, in the City of Wausau, Marathon County, Wisconsin, excepting lands described in that instrument recorded as Document No. 1543202.**

**PIN No: 37.291.4.2907.252.297**

**Tax Key No: 2907.252.0297**

**Address: 205 E Bridge St., Wausau, WI 54403**

**Parcel X:**

**Lot six (6) in Block thirteen (13) of Stewart, Parcher & Manson's Addition to the City of Wausau, Marathon County, Wisconsin.**

**PIN No: 37.291.4.2907.362.064**

**Tax Key No: 2907.362.00064**

**Address: 624 Washington St., Wausau, WI 54403**

**Parcel XI:**

**The North thirty-six (36) feet and ten (10) inches of Lot one (1) in Block nine (9) of Dunbar & Brown's Addition to Park Addition to the City of Wausau, Marathon County, Wisconsin.**

**PIN No.: 37.291.4.2907.252.0566**

**Tax Key No.: 2907.252.0566**

**Address: 1407 N 7<sup>th</sup> Street, Wausau, WI 54403**

**Parcel XII:**

**Lot ten (10) in Block nine (9) of Mary Poor's Addition to the City of Wausau, Marathon County, Wisconsin.**

**PIN No.: 37.291.4.2907.261.0229**

**Tax Key No.: 2907.261.0229**

**Address: 325 N 3<sup>rd</sup> Avenue, Wausau, WI 54401**

**Parcel XIII:**

**Land described in Certified Survey Map No. 4312 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 16 of Certified Survey Maps on Page(s) 80, as Document No. 865105; being Lot eleven (11) in Block fourteen (14) of Stewart, Parcher & Manson's Addition, in the City of Wausau, Marathon County, Wisconsin.**

**PIN No.: 37.291.4.2907.362.0094**

**Tax Key No.: 2907.362.0094**

**Address: 623 Washington Street, Wausau, WI 54403**

**EXHIBIT B**

**1. Mortgage from Prime Capital, LLC, a Wisconsin limited liability company, to Bank of Wausau, in the originally stated amount of \$1,090,000.00, dated May 3, 2010 and recorded in the office of the Register of Deeds for MARATHON County, Wisconsin, on May 12, 2010, as Document No. 1568622.**

**Assignment of Mortgage to The Cadle Company II, Inc., dated May 14, 2014 and recorded in said Register's office on May 28, 2014, as Document No. 1671501.**

**Assignment of Mortgage to Roswell Properties, LLC, LTD., dated May 14, 2014 and recorded in said Register's office on May 28, 2014, as Document No. 1671502.**

**Note: Said mortgage encumbers the within described premises and also other real estate.**

**2. Assignments of Leases and Rents from Prime Capital, LLC, a Wisconsin limited liability company, to Bank of Wausau, dated May 3, 2010 and recorded in the office of the Register of Deeds for MARATHON County, Wisconsin, on May 12, 2010, as Document No. 1568623.**

**Note: Said assignment encumbers the within described premises and also other real estate.**

**3. Assignments of Assignment of Leases and Rents from Prime Capital, LLC, a Wisconsin limited liability company, to The Cadle Company II, Inc., dated May 14, 2014 and recorded in the office of the Register of Deeds for MARATHON County, Wisconsin, on May 28, 2014, as Document No. 1671499.**

**Note: Said assignment encumbers the within described premises and also other real estate.**

**4. Assignments of Assignment of Leases and Rents from Prime Capital, LLC, a Wisconsin limited liability company, to Roswell Properties, LLC, LTD., dated May 14, 2014 and recorded in the office of the Register of Deeds for MARATHON County, Wisconsin, on May 28, 2014, as Document No. 1671500.**

**Note: Said assignment encumbers the within described premises and also other real estate.**

**EXHIBIT C**

**Parcel I:**

Lots twenty-three (23) and twenty-four (24) of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.

PIN No: 37.291.4.2907.362.167

Tax Key No: 2907.362.0167

Address: 111 S. 4<sup>th</sup> St., Wausau, WI 54403

**Parcel II:**

All that part of Government Lot one (1) in Section thirty-six (36), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northeast corner of Lot one (1) in Block five (5) of B. Williams Addition to the City of Wausau; and running thence North 1°48' East, 212.20 feet along the West line of Fourth Street to the point of beginning; thence North 88°06' West, 190 feet; thence North 1°48' East, 164.75 feet; thence North 70°43' East, 28.25 feet; thence South 76°49' East, 100.55 feet to the Southwest corner of Lot twenty-one (21) in Stewart, Manson & Hinton's Addition to the City of Wausau; thence Southeasterly, along the Southerly line of said Lot 21 in said Stewart, Manson & Hinton's Addition to the City of Wausau, to the West line of Fourth Street; and thence South, along the West line of Fourth Street, 150 feet to the point of beginning.

**AND**

That part of Government Lot 1 in Section 36, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northeast corner of Lot 1 in Block 5 of B. Williams Addition to the City of Wausau; running thence North 1°48' East, 212.20 feet, along the West line of Fourth Street; thence North 88°06' West, 190 feet to the point of beginning; thence North 88°06' West, 100 feet; thence North 1°48' East to the Southerly line of the land described in Certified Survey Map recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 1 of Certified Survey Maps on Page 33; thence North 70°43' East, along the Southerly line of said Certified Survey Map, to the Northwest corner of the parcel described in deed recorded in said Register's office in Volume 501 of Deed Books on Page 584; and thence South along the West line of the parcel of land described in Volume 501 of Deed Books on Page 584, 164.75 feet to the point of beginning.

PIN No: 37.291.4.2907.362.997

Tax Key No: 2907.362.0997

Address: 218 S. 4<sup>th</sup> Street, Wausau, WI 54403

**Parcel III:**

**Lot twenty-five (25); AND**

**The West 10 feet of Lot twenty-six (26), all of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.**

**PIN No: 37.291.4.2907.362.168**

**Tax Key No: 2907.362.0168**

**Address: 413 Division St., Wausau, WI 54403**

**Parcel IV:**

**The East 50 feet of Lot twenty-six (26) of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.**

**PIN No: 37.291.4.2907.362.169**

**Tax Key No: 2907.362.0169**

**Address: 415 Division St., Wausau, WI 54403**

**Parcel V:**

**Lot twenty-seven (27) of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.**

**PIN No: 37.291.4.2907.362.170**

**Tax Key No: 2907.362.0170**

**Address: 417 Division St., Wausau, WI 54403**

**Parcel VI:**

**Lot nine (9) in Block twelve (12) of A. Warren Jr's 2<sup>nd</sup> Addition, in the City of Wausau, Marathon County, Wisconsin, excepting the West 60 feet thereof.**

**PIN No: 37.291.4.2907.252.386**

**Tax Key No: 2907.252.0386**

**Address: 1320 N. 5th St., Wausau, WI 54403**

**Parcel VII:**

**Lot ten (10) of Mosinee Assessor's Plat No. 2, in the City of Mosinee, Marathon County, Wisconsin.**

**PIN No: 37.251.4.2707.332.1078**

**Tax Key No: 53.0545.000.010**

**Address: 539 State Highway 153 East, Mosinee, WI 54455**

**Parcel VIII:**

**Lot nine (9) of Mosinee Assessor's Plat No. 2, in the City of Mosinee, Marathon County, Wisconsin.**

**PIN No: 37.251.4.2707.332.1077**

**Tax Key No: 53.0545.000.009**

**Parcel IX:**

**Lot four (4) in Block fifteen (15) of A. Warren Jr's 2<sup>nd</sup> Addition, in the City of Wausau, Marathon County, Wisconsin, excepting lands described in that instrument recorded as Document No. 1543202.**

**PIN No: 37.291.4.2907.252.297**

**Tax Key No: 2907.252.0297**

**Address: 205 E Bridge St., Wausau, WI 54403**

**Parcel X:**

**Lot six (6) in Block thirteen (13) of Stewart, Parcher & Manson's Addition to the City of Wausau, Marathon County, Wisconsin.**

**PIN No: 37.291.4.2907.362.064**

**Tax Key No: 2907.362.00064**

**Address: 624 Washington St., Wausau, WI 54403**

**EXHIBIT D**

**Parcel I:**

**The North thirty-six (36) feet and ten (10) inches of Lot one (1) in Block nine (9) of Dunbar & Brown's Addition to Park Addition to the City of Wausau, Marathon County, Wisconsin.**

**PIN No.: 37.291.4.2907.252.0566  
Tax Key No.: 2907.252.0566  
Address: 1407 N 7<sup>th</sup> Street, Wausau, WI 54403**

**Parcel II:**

**Lot ten (10) in Block nine (9) of Mary Poor's Addition to the City of Wausau, Marathon County, Wisconsin.**

**PIN No.: 37.291.4.2907.261.0229  
Tax Key No.: 2907.261.0229  
Address: 325 N 3<sup>rd</sup> Avenue, Wausau, WI 54401**

**Parcel III:**

**Land described in Certified Survey Map No. 4312 recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 16 of Certified Survey Maps on Page(s) 80, as Document No. 865105; being Lot eleven (11) in Block fourteen (14) of Stewart, Parcher & Manson's Addition, in the City of Wausau, Marathon County, Wisconsin.**

**PIN No.: 37.291.4.2907.362.0094  
Tax Key No.: 2907.362.0094  
Address: 623 Washington Street, Wausau, WI 54403**

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 1-2003  
**WARRANTY DEED**

Document Name



DOC# 1686316

**THIS DEED** made between **Prime Capital, LLC**, a Wisconsin limited liability company ("Grantor," whether one or more) and **Roswell Properties, L.L.C., Ltd.** ("Grantee," whether one or more),

Grantor, for valuable consideration conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in **MARATHON** County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

*Michael J. Sydow*  
*Dean J. Stratz*

RETURN TO 00141544  
Roswell Properties, L.L.C., Ltd.  
100 North Center Street  
Newton Falls, Ohio 44444

Pd \$30.

Tax Parcel No: \_\_\_\_\_

See Exhibit A attached hereto and made a part hereof.

**FEE**

**#77.25 (14)**  
**EXEMPT**

This \_\_\_\_\_ is not homestead property.  
(is)(is not)

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing and will warrant and defend the same.

Dated this 30 day of **January, 2015**.

**Prime Capital, LLC**

\_\_\_\_\_  
(SEAL)

*Linn M Hall, member* (SEAL)

\* \_\_\_\_\_

**\*By: Linn Hall**

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\* \_\_\_\_\_

\* \_\_\_\_\_

**AUTHENTICATION**

**ACKNOWLEDGMENT**

Signature(s) \_\_\_\_\_

STATE OF WISCONSIN

authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 2015

MARATHON County

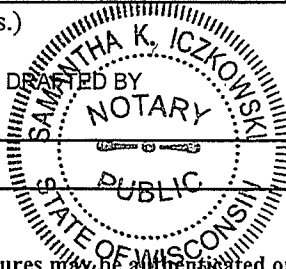
} ss.

\* \_\_\_\_\_  
TITLE: MEMBER STATE BAR OF WISCONSIN  
(If not, \_\_\_\_\_  
authorized by § 706.06, Wis. Stats.)

Personally came before me this 30 day of **January, 2015** the above named **Linn Hall** to me known to be the person() who executed the foregoing instrument and acknowledge the same.

*Judith A. Jansen*

THIS INSTRUMENT WAS DRAFTED BY  
**Paul E. Duerst**  
**Attorney at Law**



\* \_\_\_\_\_  
Notary Public State of Wisconsin.  
My Commission (is permanent) (expires: 6/4/17)

\*Type name below signature.

(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.

WARRANTY DEED

STATE BAR OF WISCONSIN

FORM No. 1-2003





Exhibit A

Parcel I:

Lots twenty-three (23) and twenty-four (24) of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.

PIN No: 37.291.4.2907.362,167 ✓ #7030  
Tax Key No: 2907.362.0167  
Address: 111 S. 4<sup>th</sup> St., Wausau, WI 54403

Parcel II:

All that part of Government Lot one (1) in Section thirty-six (36), Township twenty-nine (29) North, Range seven (7) East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northeast corner of Lot one (1) in Block five (5) of B. Williams Addition to the City of Wausau; and running thence North 1°48' East, 212.20 feet along the West line of Fourth Street to the point of beginning; thence North 88°06' West, 190 feet; thence North 1°48' East, 164.75 feet; thence North 70°43' East, 28.25 feet; thence South 76°49' East, 100.55 feet to the Southwest corner of Lot twenty-one (21) in Stewart, Manson & Hinton's Addition to the City of Wausau; thence Southeasterly, along the Southerly line of said Lot 21 in said Stewart, Manson & Hinton's Addition to the City of Wausau, to the West line of Fourth Street; and thence South, along the West line of Fourth Street, 150 feet to the point of beginning.

AND

That part of Government Lot 1 in Section 36, Township 29 North, Range 7 East, in the City of Wausau, Marathon County, Wisconsin, described as follows:

Commencing at the Northeast corner of Lot 1 in Block 5 of B. Williams Addition to the City of Wausau; running thence North 1°48' East, 212.20 feet, along the West line of Fourth Street; thence North 88°06' West, 190 feet to the point of beginning; thence North 88°06' West, 100 feet; thence North 1°48' East to the Southerly line of the land described in Certified Survey Map recorded in the office of the Register of Deeds for Marathon County, Wisconsin, in Volume 1 of Certified Survey Maps on Page 33; thence North 70°43' East, along the Southerly line of said Certified Survey Map, to the Northwest corner of the parcel described in deed recorded in said Register's office in Volume 501 of Deed Books on Page 584; and thence South along the West line of the parcel of land described in Volume 501 of Deed Books on Page 584, 164.75 feet to the point of beginning.

PIN No: 37.291.4.2907.362,997 ✓ GL.1  
Tax Key No: 2907.362.0997  
Address: 218 S. 4<sup>th</sup> Street, Wausau, WI 54403

Parcel III:

Lot twenty-five (25); AND

The West 10 feet of Lot twenty-six (26), all of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.

PIN No: 37.291.4.2907.362,168 ✓ #7030  
Tax Key No: 2907.362.0168  
Address: 413 Division St., Wausau, WI 54403

Parcel IV:

The East 50 feet of Lot twenty-six (26) of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.

PIN No: 37.291.4.2907.362,169 ✓ #7030  
Tax Key No: 2907.362.0169  
Address: 415 Division St., Wausau, WI 54403

Parcel V:

Lot twenty-seven (27) of Stewart, Manson & Hinton's Addition, in the City of Wausau, Marathon County, Wisconsin.

PIN No: 37.291.4.2907.362,170<sup>0</sup> ✓ # 7030  
Tax Key No: 2907.362.0170  
Address: 417 Division St., Wausau, WI 54403

Parcel VI:

Lot nine (9) in Block twelve (12) of A. Warren Jr's 2<sup>nd</sup> Addition, in the City of Wausau, Marathon County, Wisconsin, excepting the West 60 feet thereof.

PIN No: 37.291.4.2907.252,386<sup>0</sup> ✓ # 7535  
Tax Key No: 2907.252.0386  
Address: 1320 N. 5th St., Wausau, WI 54403

Parcel VII:

Lot ten (10) of Mosinee Assessor's Plat No. 2, in the City of Mosinee, Marathon County, Wisconsin.

PIN No: 37.251.4.2707.332.1078 ✓ # 0545  
Tax Key No: 53.0545.000.010  
Address: 539 State Highway 153 East, Mosinee, WI 54455

Parcel VIII:

Lot nine (9) of Mosinee Assessor's Plat No. 2, in the City of Mosinee, Marathon County, Wisconsin.

PIN No: 37.251.4.2707.332.1077 ✓ # 0545  
Tax Key No: 53.0545.000.009

Parcel IX:

Lot four (4) in Block fifteen (15) of A. Warren Jr's 2<sup>nd</sup> Addition, in the City of Wausau, Marathon County, Wisconsin, excepting lands described in that instrument recorded as Document No. 1543202.

PIN No: 37.291.4.2907.252,297<sup>0</sup> ✓ # 7535  
Tax Key No: 2907.252.0297  
Address: 205 E Bridge St., Wausau, WI 54403

Parcel X:

Lot six (6) in Block thirteen (13) of Stewart, Parcher & Manson's Addition to the City of Wausau, Marathon County, Wisconsin.

PIN No: 37.291.4.2907.362,064<sup>0</sup> ✓ # 7040  
Tax Key No: 2907.362.00064  
Address: 624 Washington St., Wausau, WI 54403

