

Public Participation in a City Council Meeting:

The Public Comment portion of the meeting is the time to address the Mayor and City Council on topics not on the agenda. If a member of the public wishes to comment on an item on the agenda, they may do so while that item is being discussed by coming to the microphone and stating your name and address. Comments should be limited to 3 minutes or less and should be addressed to the Mayor and Council as a whole and not individually. Response from elected officials or staff is at the Mayor's discretion.

**CITY OF MARSHALLTOWN COUNCIL AGENDA
SPECIAL MEETING
VETERAN'S MEMORIAL COLISEUM
20 WEST STATE STREET, CONFERENCE ROOM 101
APRIL 25, 2023, 6:00 PM**

A. CALL TO ORDER**B. ROLL CALL**

Hoop, Isom, Kell, Ladehoff, Schneider, Thompson, Walker

C. RESOLUTIONS

1. RESOLUTION 2023-090 APPROVING AN ECONOMIC DEVELOPMENT LOAN AGREEMENT AND SUBORDINATE MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FINANCING STATEMENT WITH TIMBER RIDGE SENIOR LIMITED PARTNERSHIP FOR THE CONSTRUCTION OF A 42-UNIT SENIOR HOUSING PROJECT

Documents will be available 4/25/23.

Documents:

[2023-04-25_2023-090_Memo Timber Ridge Housing Loan.pdf](#)

[2022-04-11_2022-100_SIGNED Resolution Commitment to Timber Ridge LIHTC.pdf](#)

[2023-04-25_2023-090_Memo Timber Ridge Housing Loan.pdf](#)

[Auth Ec Dev Loan Agmt \(Marshalltown-48 2023\)-v4.pdf](#)

[Economic Dev Loan Agreement \(Marshalltown 48 2023\)-v6.pdf](#)

[Guaranty - Timber Ridge Senior Equities \(Marshalltown 48\)-v2.pdf](#)

[Promissory Note \(Marshalltown 48 2023\)-v2.pdf](#)

[Third Mortgage City of Marshalltown 48-v5.pdf](#)

D. ADJOURNMENT

MISSION STATEMENT

The City of Marshalltown collaborates to provide a welcoming, safe, vibrant, and growing community.

Please visit the City's website for the complete agenda packet and to subscribe to agenda notices and department news at www.marshalltown-ia.gov.



MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor Greer and the City Council
FROM: Jessica Kinser, City Administrator
DATE: April 20, 2023
RE: Loan for Timber Ridge Senior Housing

Strategic Plan:

- ☒ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☐ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective: Increase housing opportunities at all levels

Recommendation: To approve the resolution as proposed

Budget Impact:

Description/Background: At the April 11th meeting in 2022, the City Council approved a resolution (2022-100) to commit \$320,000 to the Timber Ridge Senior Housing project. As a reminder this senior-specific, low-income housing tax credit project is being developed by Conlin Properties for 403 East Church Street.

During the last year, the City has had multiple conversations with the developer to determine if the project would move forward. This has not been an easy development process through a turbulent time for building prices. However, we have reached the point where the developer is ready to close on their financing and needs the City to move forward with our portion of that picture.

The proposal before the Council tonight is a 16-year, low interest (1%) loan for \$320,000. Internally, the loan source is proposed to the Wastewater fund, as it has healthy cash balance even with continued use of cash for large projects. There will be principal and interest payments annually back to the City. Our loan will sit in a third position to other mortgages/loans, meaning that if default occurs, those other financed sources will receive payment before us.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



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CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



APPROVE ECONOMIC
DEVELOPMENT LOAN
AGREEMENT

(Timber Ridge Senior Limited
Partnership)

422742-48

Marshalltown, Iowa

April 25, 2023

The City Council of the City of Marshalltown, Iowa, met on April 25, 2023, at 6:00 o'clock p.m., at the Veterans Memorial Coliseum, 20 West State Street, Marshalltown, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the following Council Members present and absent:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION 2023-090

Resolution Approving Economic Development Loan Agreement with Timber Ridge Senior Limited Partnership (d/b/a Timber Ridge Senior) (“Timber Ridge”)

WHEREAS, Timber Ridge owns certain real property (the “Property”) located in the City of Marshalltown, Iowa (the “City”); and

WHEREAS, a certain economic development loan agreement (the “Agreement”) between the City and Timber Ridge has been prepared pursuant to which Timber Ridge would undertake the construction of a low-income housing project on the Property (the “Project”); and

WHEREAS, under the Agreement, the City would provide an economic development loan (the “Loan”) to Timber Ridge in a total amount not exceeding \$320,000 in order to pay a portion of the costs of the Project; and

WHEREAS, under the Agreement Timber Ridge would agree to repay the Loan by March 31, 2039; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors; and

WHEREAS, Timber Ridge Senior Equities, L.L.C., an Iowa limited liability company, whose mailing address is 3721 SW 61st Street, Suite A, Des Moines, Iowa 50321, is executing a guaranty agreement in favor of the City with respect to the Loan; and

NOW, THEREFORE, It Is Resolved by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Marshalltown and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs and income, which are warranted in comparison to the amount of the proposed Loan.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and funding the Loan to Timber Ridge.

Section 3. The Loan in an amount not to exceed \$320,000 is hereby approved, subject to the terms and conditions set out in the Agreement to be entered into among Timber Ridge and the City. The City Administrator, with advice from bond counsel to the City, is hereby authorized and directed to prepare any additional documentation and to make such changes to the Agreement as are deemed necessary to carry out the purposes of this Resolution. The Mayor and the City Clerk are hereby authorized execute such documents as may be necessary to implement the Loan approved herein, including the Agreement, in substantially the form as has been presented to this City Council.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved April 25, 2023.

Mayor

Attest:

City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of Marshalltown, Iowa, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to adopting a resolution to approve an Economic Development Loan Agreement.

WITNESS MY HAND this _____ day of _____, 2023.

City Clerk



April 25, 2022

VIA EMAIL

Alicia Hunter
City Clerk/City Hall
Marshalltown, IA

Re: Timber Ridge Senior Limited Partnerships
Economic Development Loan Agreement
File No. 422742-48

Dear Alicia:

Attached please find the proceedings covering approval of a proposed Economic Development Loan Agreement with Timber Ridge Senior Limited Partnerships.

We would appreciate receiving one fully executed copy of these proceedings and of the executed Development Agreement as soon as they are available.

Please call John Danos or me with questions.

Kind regards,

Jennifer Block

Attachments

cc: Diana Steiner
Jessica Kinser
John Danos

ECONOMIC DEVELOPMENT LOAN AGREEMENT

This Agreement is entered into between the City of Marshalltown, Iowa (the “Lender”) and Timber Ridge Senior Limited Partnership (d/b/a Timber Ridge Senior) (the “Borrower”) as of the ____ day of April, 2023.

WHEREAS, Borrower owns certain real property which is situated in the City of Marshalltown, Iowa and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, Borrower has proposed to undertake the construction of a low-income housing project on the Property (the “Project”); and

WHEREAS, Borrower has requested an economic development loan from the Lender in the amount of \$320,000 (the “Loan”) to assist in paying the costs associated with the construction of the Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons; and

NOW THEREFORE, the parties hereto agree as follows:

A. Borrower’s Covenants

1. Project Construction. Borrower agrees to construct the Project on the Property. Borrower agrees to construct the Project in conformance with the site plan upon which approval of the corresponding building permits will be issued. The Borrower agrees to substantially complete such construction by no later than June 17, 2024. The Project shall minimally include the construction of a 42 unit senior housing project.

During the Term (as hereinafter defined) of this Agreement, Borrower agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Further, during the Term of this Agreement, Borrower agrees to obtain and continuously maintain adequate insurance covering the Property, including the Project. Borrower agrees to notify the Lender promptly in the case of damage exceeding \$320,000 in amount to, or destruction of the Project resulting from fire or other casualty.

2. Marketing and Rental of the Project. The Borrower agrees to use best efforts to promote the rental of the Project at rental rates sufficient to repay the Loan to the Lender.

3. Economic Development Loan. Borrower agrees to apply the proceeds of the Loan to the payment and/or reimbursement of the costs of the construction of the Project.

Principal of the Loan shall bear interest of 1% per annum. The Loan is payable as to principal in-full on March 31, 2039 (the “Maturity Date”).

Payment of principal of the Loan shall be made to the City of Marshalltown at the Office of the City Clerk, City Hall, 24 N Center Street, Marshalltown, Iowa 50158-4912 by 12:00 p.m. on the Maturity Date.

Principal of the Loan is subject to prepayment without penalty by the Borrower in any amount at any time.

The Borrower agrees to execute and deliver to the Lender a Promissory Note (the “Note”) in substantially the form attached hereto as Exhibit B, in evidence of the Borrower’s obligation under this section.

The Loan shall have such additional terms and conditions as provided for in the Note.

4. Mortgage. The Borrower agrees to secure its obligations under the Loan by executing, delivering and properly recording a mortgage (the “Mortgage”) in favor of the Lender, thereby granting to the Lender a subordinate security interest in the Property, including the Project. The Mortgage shall be in substantially the form as shall be presented to the Borrower by the Lender, subject to reasonable negotiation and modification. The Mortgage shall be promptly released by the Lender upon full repayment of principal of the Loan.

5. Guaranty Agreement. Timber Ridge Senior Equities, L.L.C., an Iowa limited liability company, whose mailing address is 3721 SW 61st Street, Suite A, Des Moines, Iowa 50321, is executing a guaranty agreement in favor of the Lender with respect to the Loan (the “Guaranty”). The Guaranty shall be in substantially the form attached hereto as Exhibit C, subject to reasonable negotiation and modification. The Guaranty terminates upon the payment and performance of the Obligations (as defined in the Guaranty).

6. Legal and Administrative Costs. The Borrower hereby agrees to reimburse Lender for its legal fees and administrative costs incurred in connection with the drafting, negotiation and authorization of this Agreement up to an amount not in excess of \$12,500. The Borrower agrees to remit payment to the Lender within 30-days of the submission of reasonable documentation by the Lender to the Borrower evidencing such costs.

B. Lender’s Obligations

1. Economic Development Loan. The Lender hereby agrees to advance the proceeds of the Loan to Borrower in the amount of THREE HUNDRED TWENTY THOUSAND DOLLARS (\$320,000) within ninety (90) days of the date of this Agreement.

C. Events of Default, Remedies & Offset.

1. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default:

a. The Borrower shall fail to make when due, whether by acceleration or otherwise, any payment of principal of the Loan.

b. Any representation or warranty made by or on behalf of the Borrower in this Agreement or any other loan document or by or on behalf of the Borrower in any certificate, statement, report or document herewith or hereafter furnished to the Lender pursuant to this Agreement or any other loan document shall prove to have been materially false on the date as of which the facts set forth are stated or certified.

c. The Borrower shall fail to comply with any of the covenants contained in Sections A.1, A.2, A.4 and A.5.

d. The Borrower shall become insolvent or shall generally not pay its debts as they mature or shall apply for, shall consent to, or shall acquiesce in the appointment of a custodian, trustee or receiver of the Borrower or for a substantial part of the property thereof or, in the absence of such application, consent or acquiescence, a custodian, trustee or receiver shall be appointed for the Borrower or for a substantial part of the property thereof and shall not be discharged within 45 days, or the Borrower shall make an assignment for the benefit of creditors.

e. Any Bankruptcy, reorganization, debt arrangement or other proceedings under any Bankruptcy or insolvency law shall be instituted by or against the Borrower, and, if instituted against the Borrower, shall have been consented to or acquiesced in by the Borrower, or shall remain undismissed for 60 days, or an order for relief shall have been entered against the Borrower.

f. Any dissolution or liquidation proceeding shall be instituted by or against the Borrower, and, if instituted against the Borrower, shall be consented to or acquiesced in by the Borrower or shall remain for 45 days undismissed.

g. A judgment or judgments for the payment of money in excess of the sum of \$200,000 in the aggregate shall be rendered against the Borrower and either (i) the judgment creditor executes on such judgment or (ii) such judgment remains unpaid or undischarged for more than 60 days from the date of entry thereof or such longer period during which execution of such judgment shall be stayed during an appeal from such judgment.

h. The maturity of any material indebtedness of the Borrower (other than indebtedness under this Agreement) shall be accelerated upon any uncured event of default, or the Borrower shall fail to pay any such material indebtedness when due (after the lapse of any applicable grace period) or, in the case of such indebtedness payable on demand, when demanded (after the lapse of any applicable grace period), or any event shall occur or condition shall exist and shall continue for more than the period of grace, if any, applicable thereto and shall have the effect of causing, or permitting the holder of any such indebtedness or any trustee or other person acting on behalf of such holder to cause, such material indebtedness to become due prior to its stated maturity or to realize upon any collateral given as security therefor. Notwithstanding the foregoing, any matter leading to a claim that indebtedness has been accelerated shall not be considered a default under this Section C.1.h. if the matter is being disputed in good faith by the Borrower. For purposes of this Section, indebtedness of the Borrower shall be deemed

“material” if it exceeds \$200,000 as to any item of indebtedness or in the aggregate for all items of indebtedness with respect to which any of the events described in this Section has occurred.

i. Any execution or attachment shall be issued whereby any substantial part of the property of the Borrower shall be taken or attempted to be taken and the same shall not have been vacated or stayed within 30 days after the issuance thereof.

2. Remedies. If any Event of Default described in Section C.1 shall occur and be continuing for a period of five (5) days (unless Section C.1 provides for a longer period) after notice of such Event of Default has been given to the Borrower, then the Lender may declare the outstanding unpaid principal balance of the Note to be forthwith due and payable, whereupon the Note shall immediately become due and payable, in each case without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement or in the Note to the contrary notwithstanding. Upon the occurrence of any of the events described in the preceding sentence the Lender may exercise all rights and remedies under any of the loan documents, and enforce all rights and remedies under any applicable law.

3. Notice and Cure Rights. The Lender agrees to give Borrower's Limited Partner (MHEG Fund 56, LP, a Nebraska limited partnership) written notice of any and all defaults by the Borrower under the Loan Documents, and an opportunity, at the Limited Partner's option, to cause the cure of such default within the cure periods set forth below, prior to exercising any remedies under the Loan Documents. The Lender agrees that the Limited Partner will have ten (10) days after the Limited Partner's receipt of notice of such default to cure, or cause the cure of a monetary default under the Loan Documents, and thirty (30) days (or such longer period as is set forth in the Loan Documents) after the Limited Partner's receipt of such notice to cure any non-monetary defaults under the Loan Documents, or, as to non-monetary defaults, such longer period as is reasonably necessary for the Limited Partner to cause cure, provided that cure is commenced within the above cure period and diligently prosecuted, including, without limitation, such time period as is necessary to remove Borrower's General Partner, if necessary in order to effect a cure. The Lender agrees to accept cure by the Limited Partner as if such cure were made by Borrower.

D. Administrative Provisions

1. Assignment. Neither party shall have the right to cause the Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on March 31, 2039, or such earlier date on which the Loan is paid in full.

4. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

5. Notices. All notices and other correspondence shall be sent to the parties hereto as follows:

If to Borrower: Timber Ridge Senior Limited Partnership
Attn: James B. Conlin
3721 NW 61st Street, Suite A
Des Moines, Iowa 50321

With a copy to: Kelly D. Hamborg
Brown Winick Law Firm
666 Grand Avenue, Suite 2000
Des Moines, Iowa 50309

If to the Lender: City of Marshalltown
Attn: City Manager
24 North Center Street
Marshalltown, Iowa 50158

Notices shall be in writing and personally delivered, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent via “next business day service” by means of any courier providing such service and proof of delivery. Notice shall be effective upon being deposited in the United States Mail or delivered to such courier providing “next business day service”, however, the time period in which any response to any notice or request must be made shall commence on the earlier of (i) the date which is three (3) days following the date when such shall be properly deposited in the United States mail, (ii) the date which is one (1) business day following the date when such shall be delivered to a next business day service, or (iii) the date such notice is received.

Copies of all notices to Borrower under the Loan Documents shall be sent to Borrower's Limited Partner in accordance with the procedures for delivering notices set forth in the Loan Documents to the following address or such alternate or additional contact names and/or addresses of which Lender is so notified in writing by the Limited Partner:

With a copy to:

MHEG Fund 56, LP
c/o Midwest Housing Equity Group, Inc.
515 N 162nd Avenue, Suite 202
Omaha, Nebraska 68118
Attention: President

With a copy to:

Kutak Rock LLP
1650 Farnam Street
Omaha, NE 68102 2186
Attention: Asher R. Ball, Esq.

6. Recordation. Lender shall not record this Agreement without the prior written consent of the Borrower.

7. Captions. The captions in this Agreement have been inserted solely for convenience of reference and are not a part of this Agreement and shall have no effect upon construction or interpretation.

The Lender and the Borrower have caused this Agreement to be signed, and the Lender's seal to be affixed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MARSHALLTOWN, IOWA

By _____
Mayor

Attest:

City Clerk

TIMBER RIDGE SENIOR LIMITED
PARTNERSHIP

By Timber Ridge Senior Equities, L.L.C., its
general partner

By _____
James B. Conlin, Manager

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

The West Half of Lot 2 and all of Lots 3, 4, 5 and 6; and the North 180 feet of the North and South alley, all in Block 5 in Andrews' Addition to the Town of Marshall, Marshall County, Iowa

EXHIBIT B

FORM OF PROMISSORY NOTE

MAXIMUM PRINCIPAL AMOUNT: \$320,000

Interest Rate: 1%

Dated: _____, 2023

Maturity Date: March 31, 2039

Timber Ridge Senior Limited Partnership (the “Borrower”) for value received, promises to pay, to the City of Marshalltown, Iowa (the “Lender”), its successors or assigns, the principal sum of Three Hundred Twenty Thousand Dollars (\$320,000), in lawful money of the United States of America. This Note shall bear interest of 1% per annum.

The Lender has made a loan to the Borrower in the principal amount of \$320,000 (the “Loan”) under this Note and under a certain Economic Development Loan Agreement (the “Loan Agreement”) between the Lender and the Borrower dated _____, 2023, and reference is hereby made to the Loan Agreement for a more complete description of the rights and obligations of the parties hereof.

The Borrower shall repay principal of the Loan in-full by the Maturity Date set forth above. Payment of interest on and principal of the Loan shall be made to the City of Marshalltown at the Office of the City Clerk, City Hall, 24 N Center Street, Marshalltown, Iowa 50158-4912 by 12:00 p.m. on the Maturity Date.

Commencing on March 31, 2024, and continuing on March 31 of each year thereafter, interest payments of \$3,200 shall be paid to the Lender. By March 31, 2039, the Borrower will pay the Lender the \$320,000 principal amount outstanding.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default hereunder which has not been cured in accordance with the terms of the Loan Agreement, including the failure to make payment of principal as it comes due under the terms of the Loan Agreement, the Borrower agrees to pay all costs and expenses of collection, including reasonable attorney’s fees. The Borrower waives demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Note is secured pursuant to a mortgage and payment is guaranteed pursuant to a guarantee agreement, and its maturity is subject to acceleration in each case upon the terms provided in the Loan Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

TIMBER RIDGE SENIOR LIMITED
PARTNERSHIP

By Timber Ridge Senior Equities, L.L.C., its
general partner

By _____
James B. Conlin, Manager

EXHIBIT C

Form of Guaranty

GUARANTY AGREEMENT
(Timber Ridge Senior Equities, L.L.C.)

THIS GUARANTY, dated as of this ___ day of _____, 20___, is made and given by Timber Ridge Senior Equities, L.L.C., an Iowa limited liability company, whose mailing address is 3721 SW 61st Street, Suite A, Des Moines, Iowa 50321 (“Guarantor”), in favor of the City of Marshalltown, Iowa, an Iowa municipality, whose mailing address is 24 N. Center Street, Marshalltown, Iowa 50158 (“Lender”).

RECITALS

A. Lender has agreed to make a loan to Timber Ridge Senior Limited Partnership, an Iowa limited partnership (“Borrower”), under the terms of a promissory note dated _____, 20___ (the “Note”) in the aggregate principal amount of THREE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$320,000.00) (the “Loan”), for the purpose of financing the costs of acquisition, construction, equipping and/or furnishing of a multifamily senior housing development located in Marshalltown, Iowa (the “Project”), which Loan is secured by a Real Estate Mortgage of even date herewith (the “Mortgage”). The Mortgage and the Note are sometimes hereinafter collectively referred to as the “Loan Documents”.

B. It is a condition precedent to the obligation of Lender to make the Loan to Borrower that this Guaranty be executed and delivered by Guarantor.

NOW, THEREFORE, in consideration of the recitals, the truth and correctness of which are hereby confirmed by Guarantor, of the making of the Loan, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby covenants and agrees with Lender as follows:

Section 1. The Guaranty. Guarantor hereby absolutely and unconditionally guarantees to Lender the following (collectively referred to herein as the “Obligations”): (i) the prompt payment when due (whether at a stated maturity date or earlier by reason of acceleration or otherwise) of all indebtedness (principal, interest and other), liabilities and monetary obligations of Borrower to Lender of every kind, nature and description under the Loan Documents; and (ii) the prompt performance of all other covenants, obligations and agreements to be kept and performed by Borrower under the Loan Documents. This is a guaranty of payment and performance and not of collection.

Section 2. Continuing Guaranty; Termination. This Guaranty is an absolute, irrevocable, direct, primary, unconditional, complete and continuing guaranty of payment and performance of the Obligations. The obligations of Guarantor hereunder shall not be released by any action which might, but for this provision of this Guaranty, be deemed a legal or equitable discharge of a surety or guarantor, other than irrevocable payment and performance in full of the Obligations. Guarantor hereby waives all notices and demands of any kind and description relating to the Obligations now or hereafter provided for by any agreement, statute, law, rule or regulation; and all defenses of Borrower pertaining to the Obligations, except for the defense of discharge by irrevocable payment and performance. The Obligations shall constitute the direct and primary obligations of Guarantor, and the obligations of Guarantor hereunder are

irrevocable. Guarantor shall be and remain liable for any deficiency remaining after foreclosure of the Mortgage, unless the liability of Guarantor for such deficiency is discharged pursuant to statute or judicial decision. The acceptance of this Guaranty by Lender is not intended to and does not release any liability previously existing of any guarantor or surety of any indebtedness of Borrower to Lender. This Guaranty shall terminate on the payment and performance of the Obligations

Section 3. Other Transactions. Lender is authorized (a) to exchange, surrender or release, with or without consideration, any collateral or security which may be placed with it by Borrower or by any other person, or to deliver any such collateral or security directly to Borrower for collection and remittance or for credit, or to collect the same in any manner upon prior notice to Guarantor; and (b) to amend, extend or supplement the Loan Documents, to waive compliance by Borrower or any other person with the terms thereof and to settle or compromise any of the Obligations without the consent of Guarantor and without affecting the liabilities of Guarantor hereunder. No invalidity, irregularity or unenforceability of all or any part of the Obligations or of any security therefor or other recourse with respect thereto shall affect, impair or be a defense to this Guaranty. The liabilities of Guarantor shall not be affected by any failure, delay, neglect or omission on the part of Lender to realize upon any of the obligations of Borrower to Lender, or upon any collateral or security for any of the Obligations, nor by the taking by Lender of (or its failure to take) any other guaranty or guaranties to secure the Obligations, nor by the taking by Lender of (or its failure to take or its failure to perfect its security interest in or other lien on) collateral or security of any kind. This Guaranty is in effect and binding without reference to whether this Guaranty is signed by any other person. Possession of this Guaranty by Lender shall be conclusive evidence of due delivery hereof by Guarantor and acceptance hereof by Lender. This Guaranty shall continue in full force and effect, notwithstanding (a) the release of Borrower or any extension of time to Borrower, (b) the release of or any extension of time to any other guarantor of the Obligations or any part thereof, and/or (c) the making of any other loans by Lender to Borrower.

Section 4. Actions Not Required. Guarantor hereby waives any and all right to cause a marshalling of the assets of Borrower or any other action by any court or other governmental body with respect thereto or to cause Lender to proceed against any security for the Obligations or any other recourse which Lender may have and waives any requirement that Lender institute any action or proceeding at law or in equity, or obtain any judgment, against Borrower or any other person, or with respect to any collateral or security for the Obligations, as a condition precedent to making demand on, or bringing an action or obtaining and/or enforcing a judgment against, Guarantor upon this Guaranty. Time is of the essence with respect to Guarantor's obligations under this Guaranty. If any remedy or right hereby granted shall be found to be unenforceable, such unenforceability shall not limit or prevent enforcement of any other remedy or right hereby granted.

Section 5. No Subrogation. Unless and until the Obligations have irrevocably been paid in full, and notwithstanding any payment or payments made by Guarantor hereunder, (i) Guarantor irrevocably waives all rights of subrogation to any of the rights of Lender against Borrower or any other person liable for payment of any of the Obligations or any collateral security or guaranty or right of offset held by Lender for the payment or performance of the Obligations, and (ii) Guarantor irrevocably waives all legal and equitable rights to seek any

recourse to or contribution, recovery or reimbursement from, or subrogation against, Borrower or any other person liable for payment or performance of any of the Obligations in respect of payments or performance made by Guarantor hereunder.

Section 6. Application of Payments. Any and all payments made by Guarantor or by any other person, and/or the proceeds of any or all collateral or security for any of the Obligations may be applied by Lender on such items of the Obligations as Lender may elect.

Section 7. Recovery of Payment. If any payment received by Lender and applied to the Obligations is subsequently set aside, recovered, rescinded or required to be returned or repaid for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Obligations to which such payment was applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such Obligations as fully as if such application had never been made. No payment shall be deemed to be irrevocable for the purpose of this Guaranty if it remains subject to any possible such set aside, recovery, rescission, return or repayment for any reason.

Section 8. Representations and Warranties of Guarantor. Guarantor hereby represents and warrants to, and covenants with, Lender that:

A. Borrower's Financial Condition. Guarantor is familiar with the financial condition of Borrower and with all other facts and circumstances which a diligent inquiry would reveal and which would bear upon the risk of nonpayment or nonperformance of the Obligations, and Guarantor has executed and delivered this Guaranty based on Guarantor's own judgment and not in reliance upon any statement or representation of Lender. Lender shall have no obligation to provide Guarantor with any advice or information whatsoever or to inform Guarantor at any time of Lender's actions, evaluations or conclusions on the financial condition of or any other matter concerning Borrower.

B. Organization and Good Standing, Etc. Guarantor is an Iowa limited liability company, duly formed and validly existing under the laws of the State of Iowa. This Guaranty, when executed and delivered, will be the legal and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms. The execution and delivery of this Guaranty will not violate any law, statute, ordinance, code or governmental rule or regulation applicable to Guarantor, and will not violate or cause a default under, or permit acceleration of, any agreement to which Guarantor is a party or by which it or any of its assets or property is bound. Except for consents, approvals and exemptions previously obtained (copies of which have been delivered to Lender), no approval of or exemption by any person is required in connection with Guarantor's execution, delivery and performance of this Guaranty. Guarantor is not in default (beyond any applicable grace period) in the performance of any loan, agreement, order, writ, injunction, decree or demand to which he is a party or by which he is bound, and the execution and delivery of this Guaranty will not constitute a default thereunder.

C. Financial Statements and No Material Adverse Change. Guarantor's financial statements as heretofore furnished to Lender, if any, have been prepared in accordance with recognized accounting principles consistently applied and fairly represent Guarantor's financial condition on the date thereof. Guarantor has no material obligation, liability or asset not disclosed in such financial statements or as otherwise disclosed to Lender, and there has been no material adverse change in the condition of Guarantor since the dates of such financial statements.

D. Litigation. There are no actions, suits or proceedings pending or, to the knowledge of Guarantor, threatened against or affecting Guarantor which, if determined adversely to Guarantor, would have a material adverse effect on the condition of Guarantor or on the ability of Guarantor to perform its obligations under this Guaranty. Guarantor is not in violation of any law, statute, ordinance, code or governmental rule or regulation applicable to Guarantor where such violation could reasonably be expected to impose a material liability on Guarantor; no unsatisfied judgments have been entered against Guarantor; and no unsatisfied liens have been filed against Guarantor.

Section 9. Taxes. Guarantor has filed or extended all federal, state and local tax returns required to be filed and has paid or made provision for the payment of all taxes due and payable pursuant to such returns and pursuant to any assessments made against it or any of its property (other than taxes, fees or charges the amount or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been provided on the books of Guarantor).

Section 10. Remedies. All remedies afforded to Lender by this Guaranty are separate and cumulative remedies, and no one of such remedies, whether or not exercised by Lender, shall limit any of the other remedies available to Lender hereunder, under the Loan Documents, at law, in equity by statute or otherwise, and shall in no way limit or prejudice any other remedy which Lender may have. Mere delay or failure to act shall not preclude the exercise or enforcement of any such rights and remedies available to Lender.

Section 11. Bankruptcy of Borrower. The liabilities and obligations of Guarantor under this Guaranty shall not be impaired or affected by the institution by or against Borrower or any other person of any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or any other similar proceedings for relief under any bankruptcy law or similar law for the relief of debtors. Any discharge of any of the Obligations pursuant to any such bankruptcy or similar law or other law shall not diminish, discharge or otherwise affect in any way the obligations of Guarantor under this Guaranty, and upon the institution of any of the above actions, such obligations shall be enforceable against Guarantor.

Section 12. Costs and Expenses. Guarantor shall pay or reimburse Lender on demand for all out-of-pocket expenses (including in each case all reasonable fees and expenses of counsel) incurred by Lender arising out of or in connection with the enforcement of this Guaranty against Guarantor or arising out of or in connection with any failure of Guarantor to fully and timely perform the obligations of Guarantor hereunder.

Section 13. Waivers and Amendments. This Guaranty can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by Lender and Guarantor. A waiver so signed shall be effective only in the specific instance and for the specific purpose given.

Section 14. Transfer of Assets. Guarantor agrees not to transfer any material portion of its assets without fair and adequate consideration, except for gifts made in the ordinary course of business, or for estate planning purposes, unless consented to in writing by Lender, such consent not to be unreasonably withheld, conditioned, or delayed.

Section 15. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder will be sufficiently given if in writing and delivered in person, sent by United States certified mail, return receipt requested, postage prepaid, or sent by overnight mail by a nationally recognized courier service at the appropriate address set forth on page 1 hereof, or to such other address as any party may give to the others in writing at least 10 days prior to the effective date of said change of address. Notices delivered in person shall be effective upon receipt; notices delivered by mail shall be effective three business days after being deposited in the United States mail; and notices delivered by overnight courier shall be effective on the business day following delivery to the courier.

Section 16. Guarantor Acknowledgments and Releases. Guarantor acknowledges that (a) Guarantor will benefit by and from the making of the Loan by Lender to Borrower; (b) Guarantor has received legal and adequate consideration for the execution of this Guaranty and has executed and delivered this Guaranty to Lender in good faith in exchange for reasonably equivalent value; (c) Guarantor has not executed or delivered this Guaranty with actual intent to hinder, delay or defraud Guarantor's creditors; (d) Lender has agreed to make the Loan in reliance upon this Guaranty; (e) Lender has no fiduciary relationship to Guarantor, their relationship being solely that of debtor and creditor; (f) no joint venture exists between Borrower or Guarantor and Lender; (g) Guarantor has received a true and correct copy of each of the Loan Documents; and (h) Guarantor's independent counsel has advised Guarantor in the negotiation, execution and delivery of this Guaranty.

Section 17. Successors and Assigns. This Guaranty shall (a) remain in full force and effect until irrevocable payment and performance in full of the Obligations, and the expiration of the obligation, if any, of Lender to make advances to Borrower under the Note, upon which it shall terminate, (b) be binding upon Guarantor and the successors and assigns of Guarantor, and (c) inure to the benefit of, and be enforceable by, Lender and its successors, transferees and assigns.

Section 18. Governing Law; Jurisdiction; Venue. This Guaranty, the rights of the parties hereunder and the interpretation hereof shall be governed by, and construed in accordance with, the internal laws of the State of Iowa, without giving effect to conflict of laws principles thereof. At the option of Lender, this Guaranty may be enforced in any United States District Court for the State of Iowa or the State court sitting in Marshall County, Iowa; Guarantor consents to the jurisdiction and venue of any such court and waives any argument that jurisdiction in such forums is not proper or that venue in such forums is not convenient. In the event an action is commenced in another jurisdiction or venue under any tort or contract theory

arising directly or indirectly from the relationship created by this Guaranty, Lender at its option shall be entitled to have the case transferred to one of the jurisdictions and venues above described, or if such transfer cannot be accomplished under applicable law, to have such case dismissed without prejudice.

Section 19. Severability. Whenever possible, each provision of this Guaranty and any other statement, instrument or transaction contemplated hereby or relating hereto, shall be interpreted in such manner as to be effective and valid under applicable law, but, if any provision of this Guaranty or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty or any other statement, instrument or transaction contemplated hereby or relating hereto.

Section 20. Waiver of Jury Trial. Guarantor and Lender hereby jointly and severally waive any and all right to trial by jury in any action or proceeding relating to this Guaranty, the obligations hereunder, any collateral securing the obligations, or any transaction arising therefrom or connected thereto. Guarantor and Lender each represents to the other that this waiver is knowingly, willingly and voluntarily given.

Section 21. Counterparts. This Guaranty may be executed in any number of counterparts, whether signed by one or more persons or by all persons who collectively constitute Guarantor, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. The agreements, duties, liabilities and obligations of Guarantor under this Guaranty shall not be affected or impaired in any way by virtue of the fact that said persons sign separate counterparts hereof and do not all sign the same counterpart hereof.

Section 22. General. All representations and warranties contained in this Guaranty shall survive the execution, delivery and performance of this Guaranty and the creation, and performance of the Obligations. Captions in this Guaranty are for reference and convenience only and shall not affect the interpretation or meaning of any provision of this Guaranty.

[Remainder of this page is intentionally left blank]

[Signature page of Guaranty Agreement (Timber Ridge Senior Equities, L.L.C.)]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

GUARANTOR:

TIMBER RIDGE SENIOR EQUITIES, L.L.C.

By: _____
James B. Conlin, Manager

PROMISSORY NOTE

MAXIMUM PRINCIPAL AMOUNT: \$320,000

Interest Rate: 1%

Dated: April 27, 2023

Maturity Date: March 31, 2039

Timber Ridge Senior Limited Partnership (the “Borrower”) for value received, promises to pay, to the City of Marshalltown, Iowa (the “Lender”), its successors or assigns, the principal sum of Three Hundred Twenty Thousand Dollars (\$320,000), in lawful money of the United States of America. This Note shall bear interest of 1% per annum.

The Lender has made a loan to the Borrower in the principal amount of \$320,000 (the “Loan”) under this Note and under a certain Economic Development Loan Agreement (the “Loan Agreement”) between the Lender and the Borrower dated April 27, 2023, and reference is hereby made to the Loan Agreement for a more complete description of the rights and obligations of the parties hereof.

The Borrower shall repay principal of the Loan in-full by the Maturity Date set forth above. Payment of interest on and principal of the Loan shall be made to the City of Marshalltown at the Office of the City Clerk, City Hall, 24 N Center Street, Marshalltown, Iowa 50158-4912 by 12:00 p.m. on the Maturity Date.

Commencing on March 31, 2024, and continuing on March 31 of each year thereafter, interest payments of \$3,200 shall be paid to the Lender. By March 31, 2039, the Borrower will pay the Lender the \$320,000 principal amount outstanding.

The Borrower reserves the right to prepay principal of this Note, in whole or in part, without penalty, at any time prior to maturity.

In the event of a default hereunder which has not been cured in accordance with the terms of the Loan Agreement, including the failure to make payment of principal as it comes due under the terms of the Loan Agreement, the Borrower agrees to pay all costs and expenses of collection, including reasonable attorney’s fees. The Borrower waives demand, presentment, notice of non-payment, protest, notice of protest and notice of dishonor.

This Note is secured pursuant to a mortgage and payment is guaranteed pursuant to a guarantee agreement, and its maturity is subject to acceleration in each case upon the terms provided in the Loan Agreement.

The validity, construction and enforceability of this Note shall be governed by the internal laws of the State of Iowa without giving effect to the conflict of laws principles thereof.

TIMBER RIDGE SENIOR LIMITED
PARTNERSHIP

By Timber Ridge Senior Equities, L.L.C., its
general partner

By _____
James B. Conlin, Manager

Prepared by and Return to: John P. Danos, Dorsey & Whitney LLP, 801 Grand, Suite 4100, Des Moines, Iowa 50309, (515) 283-1000

Taxpayer: Timber Ridge Senior Limited Partnership (d/b/a Timber Ridge Senior), 3721 SW 61st Street, Suite A, Des Moines, Iowa 50321

Mortgagor: Timber Ridge Senior Limited Partnership (d/b/a Timber Ridge Senior), 3721 SW 61st Street, Suite A, Des Moines, Iowa 50321

Mortgagee: City of Marshalltown, Iowa, City Hall, 24. N. Center Street, Marshalltown, Iowa 50158-4912

Legal Description: See Exhibit A (Page A-1)

SUBORDINATE MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS
AND FIXTURE FINANCING STATEMENT

TIMBER RIDGE SENIOR LIMITED PARTNERSHIP
(d/b/a Timber Ridge Senior)
as Mortgagor

and

THE CITY OF MARSHALLTOWN, IOWA
as Mortgagee

Dated as of April 27, 2023

Notice: This Mortgage secures credit in the amount up to \$320,000. Loans and advances up to this amount, together with interest, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

This Mortgage contains an after acquired property clause. This Mortgage constitutes a construction mortgage within the meaning of Iowa Uniform Commercial Code and Section 572.18 of the Code of Iowa.

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THIS MORTGAGE IS SUBORDINATE TO, AND SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN MULTIFAMILY MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING BETWEEN THE MORTGAGOR AND MIDWEST HOUSING DEVELOPMENT FUND, INC. (THE “FIRST SENIOR LENDER”) OF EVEN DATE HERewith (THE “FIRST SENIOR MORTGAGE”) AND THAT CERTAIN MORTGAGE BETWEEN THE MORTGAGOR AND THE IOWA FINANCE AUTHORITY (THE “SECOND SENIOR LENDER” AND, TOGETHER WITH THE FIRST SENIOR LENDER, THE “SENIOR LENDERS”) OF EVEN DATE HERewith (THE “IFA MORTGAGE”) AND THE ASSIGNMENT OF LEASES AND RENTS BETWEEN THE MORTGAGOR AND THE SECOND SENIOR LENDER OF EVEN DATE HERewith (THE “ASSIGNMENT OF LEASES AND RENTS” AND, TOGETHER WITH THE IFA MORTGAGE, THE “SECOND SENIOR MORTGAGE” AND, TOGETHER WITH THE FIRST SENIOR MORTGAGE, THE “SENIOR MORTGAGES”).

THIS SUBORDINATE MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FINANCING STATEMENT (the “Mortgage”), made as of the 27th day of April, 2023, by and between Timber Ridge Senior Limited Partnership (d/b/a Timber Ridge Senior) (the “Mortgagor”), as Mortgagor, and the City of Marshalltown, Iowa (the “Mortgagee”), as Lender under the hereinafter defined Agreement.

WITNESSETH:

WHEREAS, pursuant to the provisions of Chapter 15A of the Code of Iowa, as amended (the “Act”), the Mortgagee has entered into an Economic Development Loan Agreement dated as of even date herewith (as amended from time to time, the “Agreement”) with the Mortgagor pursuant to which the Mortgagee has made an economic development loan in a principal amount of \$320,000 (the “Loan”) for the purposes of financing a Project (as defined in the Agreement); and

WHEREAS, the Agreement provides that the Mortgagee will lend the proceeds of the Loan to the Mortgagor and the Mortgagor will pay the Mortgagee sums sufficient to pay the principal of, interest, and premium, if any, on the Loan as and when the same become due, as evidenced by a Promissory Note dated as of even date herewith (the “Note”); and

WHEREAS, the Agreement further provides that as a condition to the making of the Loan, to secure performance by the Mortgagor of its obligations under the Agreement, including the payment of sums sufficient to repay the Note, the Mortgagor will execute and deliver this Mortgage to the Mortgagee; and

WHEREAS, the last stated maturity of the Note and the maturity date of this Mortgage is March 31, 2039.

GRANTING CLAUSES

NOW, THEREFORE, for the purposes of securing the payment of all amounts now or hereafter advanced or owing under the Note, the Agreement, or this Mortgage and the faithful performance of all covenants, conditions, stipulations and agreements of the Note, the Agreement, and this Mortgage contained, and in consideration of the premises, and as an inducement to the making of the Loan, and other good and valuable consideration the receipt whereof is hereby acknowledged, the Mortgagor has executed and delivered this Mortgage to the Mortgagee and the Mortgagor does hereby grant, bargain, sell, convey, transfer, assign, set over, mortgage, grant a security interest in, and warrant to the Mortgagee, its successors and assigns forever, all and singular the following described properties, whether now owned or hereafter acquired (herein collectively called the "Mortgaged Property"):

A. All of the Mortgagor's interest in the tracts or parcels of land (the "Land") located in Marshall County, Iowa, and more particularly described in Exhibit A attached hereto;

B. All buildings, structures, additions, improvements and appurtenances now standing or at any time hereafter constructed or placed on the Land;

C. All building materials, building equipment, fixtures and supplies of every kind and nature now or hereafter located on the Land and suitable or intended to be incorporated in any building, structure or other improvement now or hereafter standing on the Land;

D. All fixtures and articles of personal property of every kind and nature that will integrally belong to, be or hereafter become an integral part of the Land, and whether attached or detached, and whether now owned or hereafter acquired by the Mortgagor, including, but without limiting the generality of the foregoing, any and all carpeting, drapes, screens, awnings, storm windows, floor coverings, call and sprinkler systems, and all heating, lighting, ventilating, incinerating, air-conditioning and air-cooling equipment, and gas and electric machinery, and all of the right, title and interest of the Mortgagor in and to any fixtures which may be subject to any title retention or security agreement superior in lien to the lien of this Mortgage, and all additions, accessions, increases, parts, fittings, accessories, replacements, substitutions, betterments, repairs and proceeds of all of the foregoing, all of which shall be construed as fixtures;

E. Any and all leases, subleases, licenses, concessions or grants of other possessory interests now or hereafter in force, oral or written, covering or affecting the building and improvements to be constructed on the Land;

F. All the rents, issues, uses, profits, condemnation awards, insurance proceeds and other rights and interests now or hereafter belonging or in any way pertaining to the Mortgagor's interest in the Land and each and every lease, sublease and agreement described in the foregoing paragraph E and every right, title and interest thereunder, from the date of this Mortgage until the terms hereof are complied with and fulfilled;

G. All machinery, apparatus, equipment, furnishings and personal property which may or might now or hereafter be or be deemed to be personal property and not an integral part of the Land now owned or hereinafter acquired by the Mortgagor (hereinafter called the "Equipment") and all accessions, parts, fittings, accessories, replacements, substitutions, betterments, repairs and proceeds of all of the foregoing, and a security interest is hereby granted by the Mortgagor and hereby attaches thereto, all as provided by the Iowa Uniform Commercial Code;

H. All and singular the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances to the Land, belonging or in any way appertaining thereto, and all claims or demands whatsoever of the Mortgagor either in law or in equity, in possession or expectancy of, in and to the Land;

provided, however, that the assignments, liens and security interests herein provided for shall attach to property either (a) which is subject to a Permitted Encumbrance, or (b) the assignment of which is otherwise restricted or prohibited by law or governing documents, only as and to the extent not prohibited by the terms of the agreement, if any, creating such Permitted Encumbrance (in the case of property described in (a)) or as and to the extent not prohibited by governing documents or applicable law (in the case of property described in (b)), but shall attach and apply immediately from and after the time when such attachment is no longer restricted or prohibited by such agreement(s), governing documents(s) or applicable law.

TOGETHER with the reversions, remainders and benefits and all other revenues, rents, earnings, issues and income and profits arising or to arise out of or to be received or had of and from the properties hereby mortgaged or intended so to be or any part thereof and all the estate, right, title, interest and claims, at law or in equity which the Mortgagor now or may hereafter acquire or be or become entitled to in and to the aforesaid properties and any and every part thereof. The above described Mortgaged Property is hereby declared to be subject to the lien of this Mortgage as security for the payment of the aforementioned indebtedness.

TO HAVE AND TO HOLD all and singular, the Mortgaged Property, whether now owned or hereafter acquired, unto the Mortgagee, its successors and assigns forever; provided, however, that this Mortgage is upon the express condition that if the Mortgagor shall pay or cause to be paid all indebtedness secured hereby and shall keep, perform and observe all and singular the covenants and promises in the Note (defined herein) and in this Mortgage expressed to be kept, performed and observed by the Mortgagor, then this Mortgage and the rights hereby granted shall cease, determine and be void, otherwise to remain in full force and effect.

As additional security for the payment of the Note and the amounts due under the Agreement, the Mortgagor hereby further covenants, warrants and agrees with the Mortgagee as follows:

SECTION 1. Terms Defined.

All words and phrases defined in the Agreement shall have the same meaning in this Mortgage, unless the context clearly otherwise requires. In addition, the following words and phrases shall have the following meanings:

“Assignment of Leases and Rents” means that certain Assignment of Leases and Rents dated as of April 27, 2023 from the Mortgagor to the Second Senior Lender, as the same may be amended from time to time.

“First Senior Lender” means Midwest Housing Development Fund, Inc., its successors and assigns.

“First Senior Mortgage” means that certain Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of April 27, 2023 from the Mortgagor to the First Senior Lender, as the same may be amended from time to time.

“IFA Mortgage” means that certain Mortgage dated as of April 27, 2023 from the Mortgagor to the Second Senior Lender, as the same may be amended from time to time.

“Net Proceeds,” when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award remaining after payment of all expenses (including reasonable attorneys’ fees and any extraordinary expenses of the Mortgagee) incurred in the collection of such gross proceeds.

“Permitted Encumbrances” means, as of any particular time:

(i) liens for real estate taxes, ad valorem taxes and special assessments or installments thereof not then delinquent;

(ii) presently recorded utility, access and other easements and rights of way which do not underlie any existing or contemplated improvements, restrictions and exceptions that will not materially interfere with or impair any activities permitted under applicable zoning ordinances or the operations currently being conducted on the Mortgaged Property or elsewhere on the Land;

(iii) such minor defects, irregularities, encumbrances (exclusive of liens and judgments) and clouds on title as normally exist with respect to properties similar in character to the Mortgaged Property and as do not in the aggregate render title unmarketable or materially impair (a) the property affected thereby for the purpose for which it was acquired or is held by the Mortgagor or (b) the value of the Mortgaged Property as security for any other obligations secured hereby;

(iv) zoning and building laws, ordinances or regulations and similar restrictions which are not violated by the Mortgaged Property or its current or contemplated uses;

(v) liens arising in connection with taxes, assessments, or statutory obligations or liens which are not delinquent;

(vi) undetermined or inchoate liens and charges, which have not at the time been filed pursuant to law, including those of contractors, subcontractors, materialmen and suppliers, expressly excluding any such liens or charges as and when same are filed, become determined or a choate lien or encumbrance upon the Mortgaged Property unless such liens are being contested in good faith by appropriate negotiations or proceedings and in a manner not to jeopardize any of the Mortgaged Property or subject the Mortgagee to any liability and adequate reserves as agreed upon by the Mortgagor and the Mortgagee are maintained by the Mortgagor with the Mortgagee in escrow to assure full payment thereof;

(vii) such other liens and charges at the time required by law as a condition precedent to the exercise of any privileges or licenses necessary to the normal operations of the Mortgagor which are not delinquent;

(viii) this Mortgage and any financing statements showing the Mortgagor as the debtor and the Mortgagee as the secured parties;

(ix) liens on property received by the Mortgagor through gifts, grants or bequests, such liens being due to restrictions on such gifts, grants or bequests of property or income thereon;

(x) Reserved;

(xi) any purchase money security interest in personal property acquired by the Mortgagor and any financing statement showing the Mortgagor as debtor and the holder of such purchase money security interest as the secured party;

(xii) any capital lease for personal property being acquired by the Mortgagor and any financing statement showing the Mortgagor as debtor and the lessor of such personal property as the secured party; and

(xiii) the liens of the Senior Mortgages and any financing statements showing the Mortgagor as the debtor and the Senior Lenders as the secured party.

“Repayment Rate” means the rate of 1% per annum.

“Second Senior Lender” means the Iowa Finance Authority, its successors and assigns.

“Second Senior Mortgage” means, collectively, the IFA Mortgage and the Assignment of Leases and Rents.

“Senior Lenders” means, together, the First Senior Lender and the Second Senior Lender.

“Senior Mortgages” means, together, the First Senior Mortgage and the Second Senior Mortgage.

SECTION 2. Title to the Mortgaged Property and the Status of the Lien of this Mortgage; Maintenance of Lien; Recording; Further Assurance; After-Acquired Property.

(a) The Mortgagor is lawfully seized of the Land and the lien created by this Mortgage is a third lien on the Mortgagor’s interest in and to the Land and the remainder of the above described Mortgaged Property, subject to the liens of the Senior Mortgages and subject to other Permitted Encumbrances, and Mortgagor will keep said premises and the rights, privileges and appurtenances thereto free from all lien claims of every kind on a parity with or superior to the lien of this Mortgage and free from all subordinate liens of every kind except for the liens of the Senior Mortgages and other Permitted Encumbrances, and if any such lien be filed, Mortgagor, within thirty (30) days after such filing shall cause same to be discharged by payment or protected against by bonding or adequate reserves as agreed upon by the Mortgagor and the Mortgagee being maintained with the Mortgagee in escrow. The Mortgagor further agrees to protect and defend the title and possession of the Mortgaged Property so that this Mortgage shall be and remain a third lien thereon prior to all liens other than the liens of the Senior Mortgages and other Permitted Encumbrances until the Note and the indebtedness secured hereby have been fully paid, or if foreclosure sale be had hereunder so that the purchaser at said sale shall acquire good title in and to said premises free and clear of all liens and encumbrances, except Permitted Encumbrances;

(b) The Mortgagor will, at its expense, take all necessary action to maintain and preserve the lien and security interest of this Mortgage so long as the Note and any of the indebtedness secured hereby remain outstanding;

(c) The Mortgagor will, forthwith after the execution and delivery of this Mortgage and thereafter from time to time, cooperate with Mortgagee in causing this Mortgage and any financing statements in respect thereof to be filed, registered and recorded in such manner and in such places as may be required by law in order to publish notice of and fully to protect the lien hereof upon, and the title of the Mortgagor to, the Mortgaged Property; and from time to time will perform or cause to be performed any other act as provided by law and will execute or cause to be executed any and all continuation statements and further instruments that may be requested by the Mortgagee for such publication and protection. Except to the extent that it is exempt therefrom, the Mortgagor will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of this assurance, and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage and such instruments of further assurance;

(d) The Mortgagor will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, conveyances, mortgages, assignments, transfers, financing statements, continuation statements and assurances as the Mortgagee reasonably may require for the better assuring, conveying, mortgaging, assigning and

confirming unto the Mortgagee all and singular the Mortgaged Property as now or hereafter constituted; and

(e) All right, title and interest of the Mortgagor in and to all improvements, betterments, renewals, substitutions, replacements and proceeds of the Mortgaged Property or any part thereof, hereafter constructed or acquired by the Mortgagor, which shall become a part of the Mortgaged Property, immediately upon such construction or acquisition, and without any further mortgaging, conveyance or assignment, shall become and be part of the Mortgaged Property and shall be subject to the lien of this Mortgage as fully and completely and with the same effect as though now owned by the Mortgagor, but at any and all times the Mortgagor will execute and deliver to the Mortgagee any and all such further assurances, mortgages, conveyances or assignments therefor and other instruments with respect thereto as the Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

SECTION 3. Payments Under the Agreement.

The Mortgagor agrees to pay the Loan repayments and other amounts required by the Agreement and all amounts due under the Note in accordance with their terms.

SECTION 4. Taxes and Assessments.

The Mortgagor agrees to promptly pay before the same become delinquent:

(a) All taxes, liabilities, charges, impositions and assessments of every type or nature at any time levied and assessed upon or against the Mortgaged Property;

(b) All other claims which might or could become a lien on the Mortgaged Property or any part thereof equal to or prior to the lien of this Mortgage except for the liens of the Senior Mortgages and other Permitted Encumbrances unless approved in writing by the Mortgagee;

(c) All taxes, assessments or impositions upon this Mortgage or on the interest of the Mortgagee herein, or upon the Agreement, the Note or other indebtedness secured hereby.

Provided, however, that no such tax, liability, charge, imposition, assessment or claim need be paid so long as the validity thereof is being contested in good faith by appropriate proceedings and in a manner not to jeopardize any of the Mortgaged Property or to subject the Mortgagee to any liability, and adequate reserves as agreed upon by the Mortgagor and the Mortgagee are maintained by the Mortgagor with the Mortgagee in escrow to assure full payment thereof.

Except as otherwise provided in this Mortgage, the Mortgagor will not allow to arise or exist any lien of whatsoever kind or nature equal to or prior to the lien of this Mortgage, or create, allow to arise or exist any subordinate lien of any kind or any other lien upon the Mortgaged Property, or any part thereof, save and except for the liens of the Senior Mortgages

and other Permitted Encumbrances which, as herein provided, are permitted to remain unpaid, or with the consent of the Mortgagee.

The Mortgagor agrees to exhibit to the Mortgagee, at any time upon request, official receipts showing payment of all taxes, assessments and charges which the Mortgagor is required or elects to pay hereunder.

SECTION 5. Maintenance and Repair; Insurance Required to be Carried.

The Mortgagor shall at all times maintain, preserve and keep, or shall cause to be maintained, the Mortgaged Property and every part thereof in good condition, repair and working order and will from time to time make, or shall cause to be made, all needful and proper repairs thereto and renewals, replacements, additions, betterments and improvements thereto so that the value and the operating efficiency thereof shall at all times be maintained and preserved. Except for in conjunction with the Project, the Mortgagor will not commit or permit waste of the Mortgaged Property or any part thereof, and shall not remove or demolish nor alter or impair the structural character of any building, structure, or other improvements now or hereafter situated upon the Land (ordinary wear and tear excepted) without the prior written consent of the Mortgagee; provided however that the Mortgagor may remove, demolish, or alter any building, structure or other improvements now or hereafter situated on the Land without the prior written consent of the Mortgagee so long as the aggregate depreciated book value of such items so removed, demolished and/or altered shall not in any one Fiscal Year exceed \$150,000. The Mortgagor shall not do or permit any other act or thing that will damage the Mortgaged Property or cause the same or any part thereof to depreciate in value, reasonable and ordinary wear and tear excepted. Notwithstanding the foregoing or the requirements of Section 9 and 20 hereof, the Mortgagor may remove and dispose of obsolete, worn out or surplus items of Equipment or replace any item of Equipment with Equipment of equivalent function or utility without consent of the Mortgagee.

Mortgagor shall obtain, maintain and keep in full force and effect during the term of the Loan evidenced by the Note, the following policies of insurance with respect to the Mortgaged Property:

(a) During the period of construction, Mortgagor shall cause the Project general contractor to obtain and maintain in full force and effect worker's compensation coverage as required by law.

(b) Builder's risk insurance, for any building under construction located on the mortgaged premises, written on the so-called "Builder's Risk Completed Value Basis", in an amount equal to the total construction costs for the Project, and with coverage available on the so-called "all risk", non-reporting form of policy.

(c) Insurance against loss or damage by fire, lightning, vandalism and malicious mischief and other perils covered by a policy of "all risk" property insurance, in an amount not less than the full replacement cost of the improvements constituting part of the Mortgaged Property, including the cost of debris removal.

(d) Broad form boiler and machinery insurance, if applicable, on all equipment and objects customarily covered by such insurance and providing for full repair and replacement cost coverage.

(e) Comprehensive general public liability insurance against claims for bodily injury, death and property damage occurring at the Mortgaged Property, such insurance to provide coverage of at least \$1,000,000.00 with respect to any single claim and \$3,000,000.00 in the aggregate unless those limits are no longer commercially available as determined by an insurance consultant selected by the Mortgagor and approved by the Mortgagee in which case the highest limits as are commercially available shall be required.

(f) If any portion of the Mortgaged Property is in a "flood hazard area" as designated by Federal insurance Administration, flood insurance in the amount of the full replacement cost of the Mortgaged Property.

(g) Loss of Rents Insurance in an amount not less than 100% of the annual Rental Value of the Project, less expenses that discontinue during reconstruction, for the period necessary to repair the Project. "Rental Value" shall include:

- i. The total projected gross rental income from tenant occupancy of the Project as set forth in the Mortgagor's budget;
- ii. The amount of all charges which are the legal obligation of tenants and which would otherwise be the obligation of the Mortgagor; and
- iii. The fair rental value of any portion of the Project which is occupied by Mortgagor.

The Mortgagor will, at its sole cost and expense, from time to time when the Mortgagee shall so request, provide the Mortgagee with evidence of the full replacement cost of the Mortgaged Property in a form acceptable to the Mortgagee.

All hazard and casualty insurance policies maintained by the Mortgagor pursuant to the foregoing provisions shall:

(a) provide that any losses payable thereunder shall (pursuant to the standard first mortgage clause in favor of, and acceptable to the Mortgagee, to be attached to each such policy) be payable to the Mortgagee and its assigns;

(b) include effective waivers by the insurer of all claims for insurance premiums against the Mortgagee;

(c) provide that any losses shall be payable notwithstanding (i) any foreclosure or other proceedings or notice of sale relating to the Mortgaged Property, (ii) any waiver of subrogation rights by the insured, or (iii) any change in the title to or

ownership of any of the Mortgaged Property as long as there remains an insurable interest for named insured or other protected persons;

(d) be written in amounts sufficient to prevent the Mortgagor from becoming a co-insurer under said policies;

(e) provide the Mortgagee with a thirty (30) day written notice in the event of cancellation or termination of such insurance or any changes to the policy that would affect the Mortgagee's interest; and

(f) shall waive contribution from any other insurance carried by the Mortgagee in the event of loss.

All liability insurance policies maintained by the Mortgagor pursuant to the foregoing provisions shall name the Mortgagee as an additional insured and shall waive contribution from any other insurance carried by the Mortgagee in the event of loss. All liability insurance shall also require the insurer provide the Mortgagee with a thirty (30) day written notice in the event of cancellation or termination of such insurance or any changes to the policy that would affect the Mortgagee's interest.

All required insurance shall be evidenced by a written Evidence of Property Insurance - ACORD Form 27 issued by the insurer reflecting the above requirements.

All insurance required in this Section shall be taken out and maintained in responsible insurance companies selected by the Mortgagor which are authorized under the laws of Iowa to assume the risks covered thereby. Not more frequently than once every five years, the Mortgagor's insurance requirements may be modified in accordance with recommendations of an Independent insurance consultant, a copy of which shall be furnished to the Mortgagee. In lieu of separate policies, the Mortgagor may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein. The Mortgagor shall provide the Mortgagee annually, with 30 days after receipt by the Mortgagor of its annual audited financial statement, with a certificate signed by an authorized corporation representative as to compliance with the provisions of this Section 5. The Mortgagee shall be entitled to rely upon said certificate as to the Mortgagor's compliance with the insurance requirements. The Mortgagee shall not be responsible for the sufficiency of coverage or amounts of such policies.

SECTION 6. Inspection of the Mortgaged Property.

The Mortgagee may (but has no duty to) by itself, its agents or workmen enter and inspect during normal business hours and upon providing reasonable notice to Mortgagor, unless an Event of Default has occurred, any part of the Mortgaged Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of this Mortgage.

SECTION 7. Compliance with Laws.

The Mortgagor shall furnish and keep in force a certificate of occupancy, or its equivalent, and shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions from time to time affecting the Mortgaged Property and shall not suffer or permit any act to be done in or upon the Mortgaged Property in violation thereof, unless and to the extent the same are being contested in good faith by appropriate proceedings and in a manner not to jeopardize the Mortgaged Property or the lien or priority of this Mortgage or subject the Mortgagee to any liability.

Except as heretofore disclosed by the Mortgagor to Mortgagee in writing, including, but not limited to, that certain Phase I Environmental Site Assessment, dated March 29, 2023, by Terracon Consultants, Inc., as Project No. 06237012R, the Mortgagor has no knowledge of any public health, environmental or other land-use action or proceeding, either instituted or threatened, which would or might materially and detrimentally affect the use or operation of the Mortgaged Property or materially and adversely affect the value thereof. Promptly upon learning of any such action or proceeding, whether threatened or initiated, the Mortgagor will notify the Mortgagee thereof in writing.

All public health and environmental permits, licenses and authorizations required by law, ordinance or regulation, if any, in connection with the intended use or operation of the Mortgaged Property have been obtained to the best of the Mortgagor's knowledge; and the Mortgagor and any lessee claiming by, through or under the Mortgagor at all times hereafter will be in compliance in all material respects with all requirements of all such permits, licenses, authorities, laws, regulations and ordinances.

If any of the foregoing covenants or representations are breached or prove to be inaccurate in any material respect, then, in addition to all rights, powers and remedies granted to the Mortgagee by law hereunder (including rights of acceleration of indebtedness as in the case of any other default or Event of Default hereunder or under any obligation secured hereby) the Mortgagee, upon failure of the Mortgagor to do so and in exercise of its reasonable judgment, may (but shall not be required to) do any or all of the following, at the expense of the Mortgagor:

- (a) Appear in and defend any such action or proceeding; and
- (b) Retain such legal and technical advice and counsel as the Mortgagee believes necessary to protect itself and the security of this instrument.

The Mortgagor hereby agrees to indemnify, protect and hold the Mortgagee and its agents, officers, directors, employees and representatives harmless of and from all loss or damage (including reasonable attorneys' fees and expenses) which the Mortgagee may incur by reason of any material breach or inaccuracy in any of the covenants or representations contained in this Section.

If any action has occurred in the past which would constitute a violation of any of the laws, ordinances and regulations referred to in this Section, the Mortgagor hereby agrees to

indemnify, protect and hold the Mortgagee harmless of and from all loss or damage (including reasonable attorneys' fees and expenses) which the Mortgagee may incur by reason thereof.

SECTION 8. Advances.

Upon the Mortgagor's failure to comply with the preceding covenants and agreements, the payment of prior liens, liens on a parity with this Mortgage, taxes, assessments and charges, and maintenance of insurance and repairs as required by the Agreement and this Mortgage, the Mortgagee, without prejudice to any rights given herein may make advances to perform the same on behalf of the Mortgagor and, in furtherance thereof, the Mortgagee may: place or cause the Mortgaged Property to be placed in good condition, repair and working order; pay, settle or contest any such taxes, liabilities, charges and assessments; redeem the Mortgaged Property from any sale or forfeiture for any tax or assessment; purchase any tax title obtained or that shall be obtained thereon; pay any judgments based on such tax or assessment; pay, settle or contest any unpermitted lien on the Mortgaged Property and procure such insurance as may be necessary to comply with the provisions of this Mortgage and the Agreement. The Mortgagor hereby agrees to repay all sums so advanced, on demand, with interest thereon, to the extent permitted by law, from the date advanced until paid at the Repayment Rate, and all sums so advanced with interest as aforesaid until paid by the Mortgagor shall be immediately due and payable and be added to and become a part of any indebtedness or obligation secured hereby in such manner or order as the Mortgagee may desire or determine, having the benefit of the lien hereby created as a part thereof, and of its priority, but no such advances shall be deemed to relieve the Mortgagor from any default hereunder or impair any right or remedy consequent thereon, and the exercise of the rights to make advances granted in this Section shall be optional with the Mortgagee and not obligatory, and the Mortgagee shall not in any case be liable to the Mortgagor for failure to exercise any such right.

SECTION 9. Mortgage, Sale, Lease, etc. of the Mortgaged Property.

Except as hereinafter provided, the Mortgagor will not, now or in the future, mortgage, pledge or encumber or place any lien or encumbrance (or permit same to exist) on the Mortgaged Property, or any part thereof without the consent of the Mortgagee except for the liens of the Senior Mortgages and other Permitted Encumbrances.

Except as provided in Section 5, the Mortgagor shall not sell, convey, transfer or otherwise alienate in any manner, whether directly or indirectly, any right, title or interest in the Mortgaged Property, or any part thereof, except as expressly permitted under the Agreement and this Mortgage, or as otherwise agreed to by the Mortgagee. The Mortgagor may however lease any portion or all of the Mortgaged Property as permitted under the Agreement.

Nothing in this Mortgage shall prohibit the Mortgagor from (1) conveying, mortgaging, pledging, encumbering or placing a subordinate lien on any equipment and personal property that do not constitute fixtures, (2) leasing equipment and personal property that do not constitute fixtures; and (3) giving a purchase money security interest in equipment or personal property that do not constitute fixtures.

SECTION 10. Defaults, Events of Default.

If any of the following defaults occur, it is hereby declared to constitute an “Event of Default”:

- (a) The occurrence of an Event of Default under the Agreement; or
- (b) The failure of the Mortgagor to observe and perform any covenant, condition or agreement on its part to be observed or performed in this Mortgage (other than an occurrence which may sooner constitute an Event of Default under the Agreement) for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, given to the Mortgagor by the Mortgagee, unless the Mortgagee shall agree in writing to an extension of such time prior to its expiration, provided, that any such default may be waived by the Mortgagee.

SECTION 11. Remedies on Default.

Upon the occurrence of an Event of Default:

- (a) The Mortgagee may, at its option, by notice in writing to the Mortgagor, declare the payments under the Agreement, and in the Note remaining unpaid immediately due and payable and accelerate the Note, upon the same terms and conditions and in the manner provided for in the Agreement;
- (b) The Mortgagee may, at its option, after notice in writing to the Mortgagor, institute proceedings for the collection at law or in equity of any and all indebtedness due under the provisions of the Agreement secured by this Mortgage;
- (c) The Mortgagee may, at its option, after notice in writing to the Mortgagor, immediately cause this Mortgage to be foreclosed in the manner prescribed by law and, upon the commencement of foreclosure proceedings, shall be entitled to have a receiver appointed at once or at any time thereafter, either before or after sale, without notice and without requiring bond, and without regard to the solvency or insolvency of any person liable for payment of the indebtedness secured hereby, and without regard to the then value of the Mortgaged Property (the provisions for the appointment of a receiver and assignment of rents hereby granted to the Mortgagee being an express condition upon which the indebtedness and payments hereby secured are made) for the benefit of the Mortgagee, with power to rent the same and to collect the rents, issues and profits of the Mortgaged Property, due and to become due, during the pendency of such foreclosure suit and in the case of a sale and deficiency, during the full statutory period of redemption whether there be redemption or not, as well as during any future times when the Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits and shall have all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property during the whole of said period. Any amount so collected by such receiver, whether prior to or following foreclosure, shall be applied under direction of the court upon the costs and expenses of foreclosure and receivership, expense of insurance on the improvements,

expense of repairs, taxes, assessments, and the balance shall be paid to the Mortgagee to be applied on the indebtedness secured by this Mortgage.

(d) The Mortgagee may, at its option, after 30 days' notice in writing to the Mortgagor, at any time either by its agents, attorneys, employees or by a receiver to be appointed by a court and without regard to the adequacy of any security for the indebtedness hereby secured, either with or without process of law, forcibly or otherwise (to the extent permitted by law), enter upon and take possession of the Mortgaged Property or any part thereof, pursuant to applicable laws, expel and remove any persons, goods or chattels occupying or upon the same, do and perform any act that the Mortgagee may deem necessary or proper to conserve the value thereof, and to collect and receive all rents, issues and profits therefrom, including those past due and unpaid, as well as those accruing thereunder, to manage and control the same, and to lease the same or any part thereof. The Mortgagor further agrees that the Mortgagee may also take possession of, and use any and all personal property contained in the Mortgaged Property and used by the Mortgagor in the rental or leasing of the Mortgaged Property or any part thereof. The expense (including receiver's fees, if any, and compensation to any agent appointed by the Mortgagee, and counsel fees and costs and disbursements) incurred in taking possession and effecting such collection, shall be deemed a portion of the expense of this Mortgage secured hereby. Neither the collection of such rents, issues and profits and the application or release thereof as aforesaid shall cure or waive any default. After deducting all attorneys' fees and expenses incurred in connection herewith, the remaining net income shall be paid to the Mortgagee to be applied upon the indebtedness secured hereby.

In any suit to foreclose the lien of this Mortgage there shall be allowed and included in the decree for sale, to be paid out of the proceeds of such sale:

(i) All of the principal remaining unpaid on the Note, plus all interest accrued thereon and which will accrue thereon to the date of payment, plus interest on the foregoing amounts of principal and interest (to the extent permitted by law) from their respective due dates until paid;

(ii) All items advanced or paid by the Mortgagee pursuant to this Mortgage, with interest thereon at the Repayment Rate per annum from the date of advancement until paid; and

(iii) All reasonable court costs, reasonable attorneys' fees, appraisers' fees, expenditures for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title guarantee or insurance policies, and similar data with respect to title which the Mortgagee may deem necessary in connection with any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness secured or in connection with preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose, whether or not actually commenced, and all such expenses shall

become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the Repayment Rate per annum from the date when paid or incurred by the Mortgagee until paid.

The proceeds of any foreclosure shall be distributed and applied to the items described in (ii) and (iii) of this Section, in the order of their listing, then to (i) and any surplus of the proceeds of such sale shall be paid to the Mortgagor.

In case of any sale under this Mortgage by virtue of judicial proceedings or otherwise, the Mortgaged Property may be sold in one parcel, as an entirety, or in such parcels, manner or order as the Mortgagee in its sole discretion may elect, and the Mortgagor waives any and all rights which the Mortgagor may have to insist upon the sale of the Mortgaged Property in one parcel or separate parcels.

To the extent permitted by law, the Mortgagor hereby waives any and all rights of redemption or reinstatement that it may have.

If the aforementioned waiver is not effective, then it is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one (1) year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Mortgagee, in such action, files an election to waive any deficiency judgment against the Mortgagor which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Code of Iowa, as amended (the "Iowa Code"). If the redemption period is so reduced, for the first two (2) months after the sale, such right of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to three (3) months.

It is further agreed that the period of redemption after a foreclosure of this Mortgage shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) the real estate is less than ten (10) acres in size; (2) the court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) the Mortgagee in such action files an election to waive any deficiency judgment against the Mortgagor or its successor in interest in such action. If the redemption period is so reduced, the Mortgagor or its successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of the Mortgagor shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code.

This Section shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. This Section also shall not be construed to limit Mortgagee's right to elect foreclosure without redemption or to elect foreclosure by nonjudicial procedure as set forth in Chapters 654 and 655A of the Iowa Code. Mortgagor

agrees that, in the event of a foreclosure of the Mortgage, under any provision of Iowa law, Mortgagee shall be entitled to sole possession and use of the Mortgaged Property during any redemption period.

Any sale or sales under this Section shall operate, after any applicable redemption period, to divest all estate, right, title, interest, claim or demand whatsoever, whether at law or in equity, of the Mortgagor in and to the premises, property, privileges and rights so sold, and shall be a perpetual bar both at law and in equity against the Mortgagor, its successors and assigns and against any and all persons claiming or who may claim the same, or any part thereof, from, through or under the Mortgagor, its successors or assigns, provided that the foregoing shall not limit the Mortgagor's rights (if any) at law or in equity relating to the valuation of the Mortgaged Property or the existence or scope of any surplus.

SECTION 12. Assignment of Rents, Issues and Profits; Receiver.

All of the rents, issues, proceeds and profits and any and all leases, subleases and the rights of management of the Mortgaged Property are hereby assigned to the Mortgagee as further security for the payment of the indebtedness and performance of the Note, covenants, promises and agreements secured hereby in granting clauses E and F hereof. Such assignment, grant and conveyance is intended by the parties hereto to be a present conveyance of and security interest in and chattel mortgage upon such collateral, subject to the right of the Mortgagor to receive the same prior to any default hereunder, and is not a mere pledge of such collateral to be given effect as a lien upon default, foreclosure and the appointment of a receiver. The Mortgagor agrees that it will duly perform and observe all of the terms and provisions of the landlord's part to be performed and observed under any and all leases of the Mortgaged Property and that it will refrain from any action or inaction which would result in the termination by the tenants thereunder of any such leases or subleases or in the diminution of the value thereof or of the rents, issues, profits and revenues thereunder. Nothing herein contained shall be deemed to obligate the Mortgagee to perform or discharge any obligation, duty or liability of landlord under any lease of the Mortgaged Property, and the Mortgagor shall and does hereby agree to indemnify and hold the Mortgagee and its agents, directors, employees, officers and representatives harmless from any and all liability, loss or damage which the Mortgagee may or might incur under any lease of the Mortgaged Property, and any and all such liability, loss or damage incurred by the Mortgagee, together with the costs and expenses, including reasonable attorneys' fees, incurred by the Mortgagee in the defense of any claims or demands therefor (whether successful or not), shall be so much additional indebtedness hereby secured, and the Mortgagor shall reimburse the Mortgagee therefor on demand, together with interest at the Repayment Rate per annum, from the date of demand to the date of payment.

SECTION 13. Litigation.

If any action or proceedings be commenced, to which action or proceeding the Mortgagee is made a party by reason of the execution of this Mortgage or in which the Mortgagee reasonably deems it necessary to appear or answer in order to uphold the lien of this Mortgage or the priority thereof or the possession of the Mortgaged Property, or otherwise to protect the

interest of the Mortgagee as holder of the Note, or the Mortgagee or security hereunder, all sums paid or incurred by the Mortgagee for reasonable attorneys' fees and other expenses in such action or proceeding shall be repaid by the Mortgagor, together with interest thereon to the extent permitted by law from the date of payment by the Mortgagee at the Repayment Rate per annum until paid and all such sums and the interest thereon shall be immediately due and payable and shall be added to and become a part of the indebtedness secured hereby, and be secured hereby, having the benefit of the lien hereby created and of its priority.

SECTION 14. Non-Waiver.

Acceptance by the Mortgagee of any sum in payment or part payment of any indebtedness secured hereby after the same is due or after foreclosure proceedings are filed shall not constitute a waiver of the right to require prompt payment when due of all the sums so secured nor shall such acceptance cure or waive any remaining default or invalidate any foreclosure proceedings for any such remaining default or prejudice any of the rights of the Mortgagee as holder of the Note, or the Mortgagee under this Mortgage. Further, the failure of the Mortgagee to insist upon the strict performance of any of the covenants or agreements of the Mortgagor contained in this Mortgage, or the delay by the Mortgagee in the enforcement of any of its remedies herein contained upon any default of the Mortgagor shall never constitute a waiver of any requirement or obligation of the Mortgagor or right or remedy of the Mortgagee contained in or based upon said covenants or agreements.

SECTION 15. Remedies Cumulative.

No remedy herein or in the Agreement conferred upon or reserved to the Mortgagee is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. In addition, no recovery of any judgment by the Mortgagee and no levy of any execution under any judgment upon the Mortgaged Property or upon any other property shall affect the lien created by this Mortgage upon the Mortgaged Property or any part thereof or any lien, rights, powers or remedies of the Mortgagee hereunder, but such lien, rights, powers or remedies of the Mortgagee shall continue unimpaired as before.

SECTION 16. Waiver of Certain Rights and Remedies.

If applicable and if permitted by law, the Mortgagor hereby waives and releases any and all rights and remedies related to redemption or marshalling of liens and assets under the Mortgage.

SECTION 17. Attorneys' Fees.

The Mortgagor hereby agrees in the event of foreclosure to pay to the Mortgagee such reasonable attorneys' fees as are not prohibited by law, together with the cost of extending the abstract and all court costs.

SECTION 18. Usury.

Notwithstanding any provision herein or in the Agreement, the total liability for payments in the nature of interest shall not exceed the limits imposed by the usury laws of Iowa, if such laws are applicable to this transaction.

SECTION 19. Severability.

If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Mortgage.

All rights, remedies and powers provided by this Mortgage may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Mortgage are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Mortgage invalid or unenforceable under the provisions of any applicable law.

SECTION 20. Security Interest; Financing Statement.

Mortgagor executes this instrument as a Debtor under the Iowa Uniform Commercial Code, it being intended that this Mortgage shall constitute and be a security agreement and financing statement under the laws of the State of Iowa.

This Mortgage constitutes a financing statement filed as a fixture filing under the Iowa Uniform Commercial Code, as amended or recodified from time to time, covering any of the collateral which now is or later may become fixtures attached to the Land or the improvements thereon. Pursuant to the provisions of Section 554.9515 subparagraph 7 of the Iowa Code, such fixture filing remains in effect until this Mortgage is released or satisfied of record or its effectiveness otherwise terminates as to the Land. The following addresses are the mailing addresses of Mortgagor, as debtor under the Iowa Uniform Commercial Code, and Mortgagee, as secured party under the Iowa Uniform Commercial Code, respectively:

Mortgagor/ Debtor/Record Owner:	Timber Ridge Senior Limited Partnership (d/b/a Timber Ridge Senior) 3721 SW 61 st Street, Suite A Des Moines, Iowa 50321
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Mortgagee/ Secured Party:	City of Marshalltown, Iowa City Hall 24 N. Center Street Marshalltown, Iowa 50158-4912
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Description of the types (or
items) of property covered

by this Fixture Filing:

See granting clauses (C) & (D)
on page 2 hereof.

Description of real estate
to which the collateral is
attached or upon which it
is or will be located:

See Exhibit A hereto.

Upon the occurrence of an Event of Default hereunder in addition to the other rights and remedies available to it, the Mortgagee may exercise all other rights and remedies with respect to such property that are available to a secured party under the Iowa Uniform Commercial Code. In the event notice of intended disposition of such property is required by law in any particular instance, the Mortgagor agrees that notice given in the manner and place provided in Section 23 hereunder and sent ten (10) days prior to a disposition of collateral is commercially reasonable notification within the meaning of the Iowa Uniform Commercial Code. Information concerning the security interests may be obtained from the parties at the addresses set forth above.

The Mortgagor warrants and agrees that no financing statement or security agreement covering any of the Mortgaged Property is or will be placed on file in any public office or delivered to any secured party except pursuant hereto, except for Permitted Encumbrances and this Mortgage and any financing statements relating thereto.

The Mortgagor authorizes the Mortgagee to prepare, execute, file, record or deliver financing statements, continuation statements, termination statements, statements of assignment or like documents to perfect, preserve or release the Mortgagee's interest in the Equipment and proceeds thereof.

The Mortgagor shall not remove any Equipment from the Mortgagor's premises except in the ordinary course of the Mortgagor's business and in connection with the Project.

While an Event of Default exists: (a) the Mortgagor will deliver to the Mortgagee from time to time, as requested by the Mortgagee, current lists of all Equipment; (b) the Mortgagor will not dispose of any Equipment or proceeds except on terms approved by the Mortgagee; (c) at the Mortgagee's request, the Mortgagor will assemble and deliver all Equipment and proceeds, and books and records pertaining thereto, to the Mortgagee at a reasonably convenient place designated by Mortgagee; and (d) the Mortgagee may, without notice to the Mortgagor, enter onto the Mortgagor's premises and take possession of the Equipment. The Mortgagor further agrees that the Mortgagee shall have no obligation to process or prepare any Equipment for sale or other disposition.

SECTION 21. Construction.

This Mortgage shall be construed according to the laws of the State of Iowa.

SECTION 22. Amendments, Changes and Modifications.

The Mortgagor and the Mortgagee may from time to time enter into amendments, changes and modifications of this Mortgage, but only in writing signed by Mortgagor and Mortgagee and in accordance with the provisions of the Agreement.

SECTION 23. Addresses for Notice and Demands.

Except as otherwise provided in this Mortgage, all notices, directives, certificates, requests, requisitions, or other communications hereunder shall be in writing and shall be deemed to have been given or made when (a) received if sent by mail, (b) sent if sent by email or facsimile transmitter (with receipt confirmed), provided that a copy is mailed by certified mail on the same day, return receipt requested, or (c) received by the addressee if sent by delivery service (receipt requested) or delivered, in each case to the appropriate addresses or facsimile numbers designated for a party as provided in Section 20 of this Mortgage.

A duplicate copy of each notice, directive, certificate, request or other communication given hereunder by either the Issuer or the Mortgagor to the others shall also be given to the Mortgagee; provided, however, failure to give such duplicate notice shall not constitute a failure to give such notice hereunder. The Issuer, the Mortgagor and the Mortgagee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 24. Discharge of Lien.

If the Mortgagor shall pay and discharge or provide, in a manner satisfactory to the Mortgagee, for the payment and discharge of the whole amount of all sums payable hereunder and under the Agreement and the Note, or shall make arrangements satisfactory to the Mortgagee for such payment and discharge, then and in that case all property, rights and interest hereby conveyed or assigned or pledged shall revert to the Mortgagor, and the estate, right, title and interest of the Mortgagee therein shall thereupon cease, terminate and become void; and this Mortgage, and the covenants of the Mortgagor contained herein, shall be discharged and the Mortgagee in such case on demand of the Mortgagor and at the Mortgagor's cost and expense, shall execute and deliver to the Mortgagor a proper instrument or proper instruments acknowledging the satisfaction and termination of this Mortgage, and shall convey, assign and transfer or cause to be conveyed, assigned or transferred, and shall deliver or cause to be delivered, to the Mortgagor, all property, including money, then held by the Mortgagee hereunder.

SECTION 25. Indemnification of the Mortgagee.

The Mortgagor agrees to indemnify and save harmless the Mortgagee and its agents, officers, directors, employees and representatives not in possession of the Mortgaged Property against any and all losses, injuries, claims, damages or injuries to persons or property, demands and expenses, including reasonable legal expenses, of whatsoever kind and nature and by whomsoever made arising from or in any manner directly or indirectly growing out of (a) the use

and occupancy or nonuse of the Mortgaged Property or any equipment or facilities thereon or used in connection therewith by anyone whomsoever, (b) any repairs, construction, restoration, replacements, alterations, remodeling on or to the Mortgaged Property, or any part thereof, or any equipment or facilities therein or thereon, and (c) the condition of the Mortgaged Property including any adjoining sidewalks, ways or alleys and any equipment or facilities at any time located thereon or used in connection therewith.

SECTION 26. Damage, Destruction or Condemnation; Application of Net Proceeds.

If prior to full payment of the Note (or provision for payment thereof) (i) the Mortgaged Property or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty, or (ii) title to, or the temporary use of, the Mortgaged Property or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Mortgagee and the Mortgagor shall cause the Net Proceeds received by the Mortgagor of any insurance proceeds or condemnation award resulting from any event described above to be paid to the Mortgagor unless such amount exceeds \$100,000 in which case such proceeds shall be paid to the Mortgagee so long as the Mortgagee is not in default under this Mortgage or the Agreement. If and only if no default or Event of Default exists under this Mortgage, such Net Proceeds may, at the option of the Mortgagor, be applied (i) to the repair or replacement of the damaged or taken Mortgaged Property if the Mortgaged Property, in the reasonable judgment of the Mortgagor, can be repaired or replaced in such a manner as to allow the Mortgagor to carry on its normal operations thereat, (ii) to the partial repair or replacement of the damaged or taken Mortgaged Property if the Mortgaged Property, in the reasonable judgment of the Mortgagor, can be repaired or replaced in such a manner as to allow the Mortgagor to carry on its normal operations thereat in which case any Net Proceeds not spent shall be applied as provided in (iii), or (iii) to any prepayment or partial prepayment of amounts payable under the Agreement for prepayment or partial prepayment of principal of the Note in accordance with their terms. If an event of default has occurred and is continuing under this Mortgage, such Net Proceeds shall be applied to the options set forth in the immediately preceding sentence as may be determined by the Mortgagee. If the Net Proceeds are to be applied to the repair, restoration or improvement of the Mortgaged Property by the Mortgagor, the Mortgagee shall make payments from the amount of any Net Proceeds held by it for such purposes or to reimburse the Mortgagor for costs paid by it in connection therewith upon written order of the Mortgagor, and such disbursements shall be to (i) the Mortgagor to reimburse it for costs of repair, restoration or improvement of the Mortgaged Property paid by the Mortgagor, (ii) the general contractor with respect to any such repair, restoration or improvement, and (iii) any other person designated by the Mortgagor. Any balance of the Net Proceeds remaining after such work has been completed or the prepayment of all installments payable under the Agreements shall be paid to the Mortgagor.

If the Mortgagor proceeds to repair, restore or improve the Mortgaged Property as provided and the Net Proceeds are insufficient to pay in full the cost of any such repair, restoration or improvement, the Mortgagor shall pay, prior to any disbursement of Net Proceeds by the Mortgagee, any cost in excess of the Net Proceeds held by the Mortgagee in which case the work will proceed to completion.

SECTION 27. Execution of Counterparts.

This Mortgage may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 28. Special Notice in Accordance with Section 654.12A of the Iowa Code.

Notice: This Mortgage secures credit in the amount of \$320,000. Loans and advances up to this amount together with interest are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

SECTION 29. Construction Mortgage.

The Mortgagor represents that this Mortgage constitutes a construction mortgage within the meaning of Iowa Code Section 572.18.

SECTION 30. Loan Agreement Controls.

Any provision in this Mortgage which is inconsistent with the Loan Agreement or any provision thereof shall be interpreted as if such provision were not contained herein and as if the provisions of the Loan Agreement had been fully incorporated herein. In all cases of inconsistency, and in case of any amendment to or supplement to the Loan Agreement, entered into in accordance with the provisions thereof, the provisions of the Loan Agreement (as amended and supplemented) shall control.

SECTION 31. This Mortgage Subordinate to the Senior Mortgages.

Notwithstanding anything to the contrary contained herein or the time or order of recording this Mortgage, this Mortgage and the liens, assignments and security interests created hereby are subordinate to the Senior Mortgages and the liens, assignments and security interests created by the Senior Mortgages, the obligations of the Mortgagor hereunder to make payments and otherwise are subordinate to all obligations of the Mortgagor under the Senior Mortgages and the rights of the Mortgagee hereunder are subordinate to the rights of the Mortgagee under the Senior Mortgages, and, to the extent that any provisions hereof are inconsistent with the provisions of the Senior Mortgages, the provisions of the Senior Mortgages shall control. In addition, so long as the Senior Mortgages are in effect, the exercise by Mortgagee of its rights hereunder are subject to the Senior Mortgages.

IN WITNESS WHEREOF, the Mortgagor has caused these presents to be signed and sealed in its name and behalf by its duly authorized officers, all as of the day and year first above written.

TIMBER RIDGE SENIOR LIMITED
PARTNERSHIP

By Timber Ridge Senior Equities, L.L.C., its
general partner

By _____
James B. Conlin, Manager

STATE OF IOWA)
) ss:
COUNTY OF _____)

This record was acknowledged before me on this ____ day of April, 2023 by James B. Conlin as the Manager of Timber Ridge Senior Equities, L.L.C., general partner of the Mortgagor.

By _____
Notary Public

(Stamp/Seal)

[Execution Page for Subordinate Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement]

IN WITNESS WHEREOF, the Mortgagee has caused these presents to be signed and sealed in its name and behalf by its duly authorized officer, all as of the day and year first above written.

CITY OF MARSHALLTOWN, IOWA

By _____
Joel Greer, Mayor

STATE OF IOWA)
) ss:
COUNTY OF MARSHALL)

This instrument was acknowledged before me on this _____ day of April, 2023 by Joel Greer as Mayor of the City of Marshalltown, Iowa.

By _____
Notary Public

(Stamp/Seal)

[Execution Page for Subordinate Mortgage, Security Agreement, Assignment of Leases
and Rents and Fixture Financing Statement]

EXHIBIT A
DESCRIPTION OF THE LAND

The following described real estate located in Marshall County, Iowa:

The West Half of Lot 2 and all of Lots 3, 4, 5 and 6; and the North 180 feet of the North and South alley, all in Block 5 in Andrews' Addition to the Town of Marshall, Marshall County, Iowa