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Daneen Schindler, RECORDER/REGISTRAR
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Farm Credit Leasing Services Corporation
Attn: Marilyn Soltis
600 Hwy 169 S, Suite 300
Minneapolis, MN 55426
952-417-7919

REF151180010A

MORTGAGEE CONSENT AND PARTIAL RELEASE

THIS MORTGAGEE CONSENT AND PARTIAL RELEASE (this "Agreement") is entered into this 24th day of July, 2018, by and between **FARM CREDIT SERVICES OF AMERICA, FLCA**, a federally chartered instrumentality of the United States of America and **FARM CREDIT SERVICES OF AMERICA, PCA**, a federally chartered instrumentality of the United States of America ("**Mortgagees**") in favor of **FARM CREDIT LEASING SERVICES CORPORATION**, a federally chartered instrumentality of the United States of America ("**FCL**"), and is acknowledged by **NORMAN POTTEBAUM AND LISA POTTEBAUM**, a husband and wife and **POTTEBAUM CROP SERVICES LLC**, an Iowa limited liability company (collectively if more than one, "**Grantor**").

WITNESSETH:

WHEREAS, Grantor owns that certain parcel of land situated in Delaware County, Iowa as more particularly described on Exhibit A attached hereto (the "**Property**"); and

WHEREAS, FCL owns or expects to own and is having or has had installed and/or constructed those certain improvements located or to be located upon the Property, all as described on Exhibit B attached hereto (the "**Facility**") for lease upon completion to Grantor and/or one or more of Grantor's affiliates; and

WHEREAS, Mortgagee has a lien on the Property pursuant to that certain document (the "**Mortgage**"), dated as of December 13, 2017 and recorded in the land records of Delaware County, on December 14, 2017, in Book 2017, page 3415; and

Mortgagee has a lien on the Property pursuant to that certain document (the "**Mortgage**"), dated as of December 13, 2017 and recorded in the land records of Delaware County, on December 14, 2017, in Book 2017, page 3416;

WHEREAS, Grantor intends to grant to FCL an option (the "**Option**") to lease all or portion of the Property (the "**Ground Lease**"), in each case as set forth more fully in that certain Option to Lease Agreement of even date herewith (the "**Option Agreement**", and together with the Option and the

Ground Lease as provided therein and FCL's ownership interest in the Facility, collectively, the "FCL Interests") executed by Grantor in favor of FCL; and

WHEREAS, in connection with the execution of the Option Agreement, FCL requires that Mortgagee enter into this Agreement in order to (i) consent to the FCL Interests and (ii) release the Facility from the lien of the Mortgage; and

WHEREAS, Mortgagee has agreed to such consent and release in accordance with the terms set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties agree as follows:

1. Consent to FCL Interests. Mortgagee hereby consents to the FCL Interests, agrees that FCL's rights thereunder shall not be disturbed, diminished or interfered with, and further agrees that if it takes title to the Property under any deed in lieu of foreclosure or otherwise, or sells the Property at foreclosure sale, or pursuant to a transaction in lieu thereof or after taking title thereto, such transactions and any transferee's interest in the Property shall be subject to the FCL Interests and the terms of this Agreement.

2. Release of Facility from the Lien of the Mortgage. Mortgagee hereby agrees and acknowledges that the Mortgage shall not attach and is hereby released with respect to the Facility only. Mortgagee retains any security interest it may have in Grantor's leasehold interest in the Facility, if any. If title to the Facility is transferred from FCL to Grantor, the Grantor and Mortgagee understand and agree that any after-acquired property provisions of the Mortgage shall be effective to automatically encumber all of Grantor's right, title and interest in and to the Facility, as provided in the Mortgage.

3. Access to Property. FCL, its agents and assigns, shall be permitted to access upon the Property to inspect, repair, rebuild, disassemble, or remove the Facility, irrespective of whether the Option is exercised. The Facility may remain on the Property for the duration of the FCL Interests.

4. Modifications. Grantor and FCL may agree, without affecting the validity of this Agreement, to extend, amend or in any way modify the terms of the FCL Interests or the documentation governing the lease of the Facility, without the consent and without giving notice thereof to Mortgagee; provided however that Mortgagee's approval shall be required, such approval not to be unreasonably withheld, for any modification that increases boundaries of the real property subject to the FCL Interests.

5. Assignments. Mortgagee agrees that FCL may sell, transfer, convey, or assign its interest in the FCL Interests to any other persons or entities and that the terms of this Agreement will remain fully valid and in effect and binding upon Mortgagee for the benefit of such above-referenced persons or entities.

6. Expiration. This Agreement shall expire and be of no further effect at such time (and only at such time) that the FCL Interests are terminated and title to the Facility is transferred from FCL to Grantor and/or Grantor's affiliates, or as otherwise authorized by FCL in writing in its sole and absolute discretion.

7. Successors and Assigns. This Agreement binds Mortgagee, its heirs, personal representatives, successors and assigns, including any assignee of any interest Mortgagee may presently or hereafter acquire in or to the Property, and shall inure to the benefit of FCL, its successors and assigns.

**SIGNATURE PAGE TO
MORTGAGEE CONSENT AND PARTIAL RELEASE**

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and their names to be affixed hereto the day and year first above written.

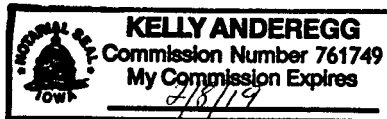
Mortgagee: FARM CREDIT SERVICES OF AMERICA, FLCA

By: Amanda Kraft
Printed Name Amanda Kraft
Its: Account Specialist

STATE OF IOWA)
COUNTY OF Delaware) SS

This instrument was acknowledged before me on this 3rd day of August, 2018, by Amanda Kraft (name of individual(s)) as Account Specialist (type of authority, e.g., officer, trustee, etc.) of Farm Credit Services of America, FLCA, a federally chartered instrumentality of the United States.

(SEAL)



Kelly Andereggs
Notary Public
Title of office
My commission expires: 2/8/19

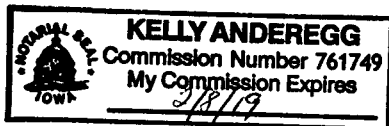
Mortgagee: FARM CREDIT SERVICES OF AMERICA, PCA

By: Amanda Kraft
Printed Name Amanda Kraft
Its: Account Specialist

STATE OF IOWA)
COUNTY OF Delaware) SS

This instrument was acknowledged before me on this 3rd day of August, 2018, by Amanda Kraft (name of individual(s)) as Account Specialist (type of authority, e.g., officer, trustee, etc.) of Farm Credit Services of America, PCA, a federally chartered instrumentality of the United States.

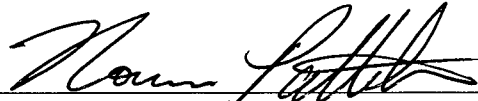
(SEAL)



Kelly Anderegg
Notary Public
Title of office
My commission expires: 2/8/19

Acknowledged and agreed to
as of the date first above written:

Grantor: NORMAN POTTEBAUM AND LISA POTTEBAUM


Printed Name: Norman Pottebaum

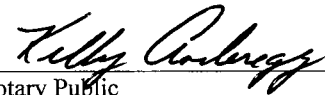

Printed Name: Lisa Pottebaum

STATE OF IOWA)
COUNTY OF Delaware)

This instrument was acknowledged before me on this 3rd day of August, 2018, by Norman Pottebaum.

(SEAL)

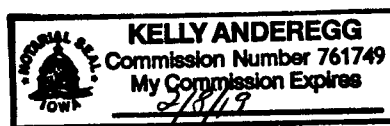


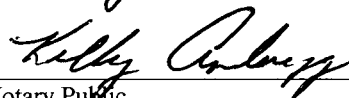

Notary Public
Printed Name: Kelly Anderegg
Title (and Rank) Financial Officer
My commission expires: 2/8/19

STATE OF IOWA)
COUNTY OF Dubuque)

This instrument was acknowledged before me on this 3rd day of August, 2018, by Lisa Pottebaum.

(SEAL)




Notary Public
Printed Name: Kelly Anderegg
Title (and Rank) Financial Officer
My commission expires: 2/8/19

Grantor: POTTEBAUM CROP SERVICES, LLC

By: 

Printed Name: Norman Pottebaum

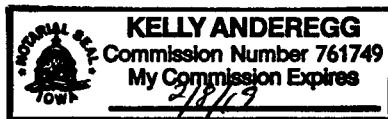
Its: Member

STATE OF IOWA)

COUNTY OF Delaware)

This instrument was acknowledged before me on this 3rd day of August, 2018, by Norman Pottebaum, as Member of Pottebaum Crop Services, LLC.

(SEAL)




Notary Public

Printed Name:

Kelly Anderegg Financial Officer

Title (and Rank)

My commission expires: 2/8/19

FCL: FARM CREDIT LEASING SERVICES CORPORATION

By: Marilyn Soltis
Printed Name Marilyn Soltis
Its: Leasing Legal Specialist III

Notary Acknowledgement

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 17th day of August, 2018 by Marilyn Soltis, as Leasing Legal Specialist III of Farm Credit Leasing Services Corporation, a federally chartered instrumentality of the United States. This individual is known to me or has provided me with satisfactory evidence that she is the individual named above.

WITNESS my hand and official seal.

Kathleen M. Fragle
Notary Public

1-31-20

My commission expires

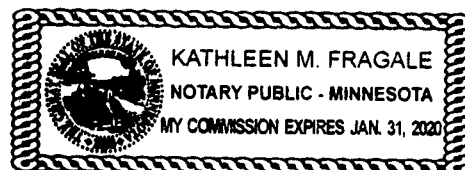


EXHIBIT A

Lot 1 of

SW Industrial Park 5th Subdivision; part of Lot 8 of the Southwest Industrial Park in Section the Southeast Quarter of the Southeast Quarter Section 31, and in the Southwest Quarter of the Southwest Quarter of Section 32 all in Township 89 North, Range 5 West of the 5th P.M., Delaware County, Iowa

EXHIBIT B

One (1) New 80' x 150' Seed Warehouse including all fixtures, attachments, components and accessories as leased pursuant to Contract No. 001-0092273-000.

Further located on the property at:

NW: 42.47029°N -91.46985°E

NE: 42.47030°N -91.46862°E

SW: 42.46949°N -91.46985°E

SE: 42.46948°N -91.46860°E