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Book - 10969 Pg - 7999-8028
RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE INS - API
BY: eCASH, DEPUTY - EF 30 P.

Return to:

David A. Ebby, Esq.
FAEGRE DRINKER BIDDLE & REATH LLP
One Logan Square, Suite 2000
Philadelphia, PA 19103-6996
215-988-2700
Title Insurer: First American Title Insurance Company

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING**

By and Among
CYGNUS HOME SERVICE, LLC, a Minnesota limited liability company as Grantor


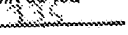
FIRST AMERICAN TITLE INSURANCE COMPANY, National Commercial Services as
Trustee

for the benefit of
DENEb REAL ESTATE, LLC, a South Dakota limited liability company as Grantee

THIS IS A CREDIT LINE DEED OF TRUST

THIS INSTRUMENT CONSTITUTES A LIEN ON ALL AFTER ACQUIRED PROPERTY OF
THE GRANTOR.

THIS INSTRUMENT CONTAINS FUTURE ADVANCE PROVISIONS.

When Recorded Return To: 
First American Title Insurance Company
National Commercial Services
121 S. 8th Street, Suite 1250
Minneapolis, MN 55402
File No. NCS 

{03772785.1}

Ent 13312524 BK 10969 PG 7999

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING**

THIS DEED OF TRUST, SECURITY INSTRUMENT, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Security Instrument**") is made as of this 1st day of May, 2020, by **CYGNUS HOME SERVICE, LLC**, a Minnesota limited liability company having an address of 115 West College Drive, Marshall, MN 56258, Attention: Law Department, successor in interest to Schwan's Home Service, Inc., a Minnesota corporation, and successor in interest to Schwan's Sales Enterprises, Inc., a Minnesota corporation ("**Grantor**") to **FIRST AMERICAN TITLE INSURANCE COMPANY, NATIONAL COMMERCIAL SERVICES** having an address at 121 South 8th Street, Minneapolis, MN 55402 ("**Trustee**") for the benefit of **DENEK REAL ESTATE, LLC**, a South Dakota limited liability company, having an address at 1601 E. 69th Street, Sioux Falls, SD 57108, Attn: Matt Bock (together with its successors and assigns, "**Grantee**").

ARTICLE I.

DEFINITIONS

Section 1.01. Definitions. In addition to the terms defined elsewhere in this Security Instrument, the following terms shall have the meanings specified in this Section 1.01, unless the context clearly requires otherwise. The terms defined herein include the plural as well as the singular.

"**Borrower**" means US Bank Trust National Association SD, as trustee of the Paul M. Schwan 1992 GST Family Trust.

"**Credit Agreement**" means that certain Credit Agreement dated as of October 28, 2019, by and among the Borrower, the Grantor, Holdings and the Grantee, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"**Default**" means any event or condition that with notice or passage of time, or both, would constitute an Event of Default.

"**Default Rate**" has the meaning specified in the Credit Agreement.

"**Environmental Law**" means any federal, state, county, municipal or local law, statute, ordinance, rule, regulation, administration order, or permit now in effect or hereinafter enacted, pertaining to the public health, safety, dangerous toxic or hazardous substances, industrial hygiene, or the environmental conditions on, under or about the Mortgaged Property.

"**Event of Default**" has the meaning specified in the Credit Agreement.

"**GAAP**" has the meaning specified in the Credit Agreement.

“Guarantor” means collectively, the Grantor and Holdings.

“Hazardous Materials” means dangerous, toxic, or hazardous pollutants, contaminants, chemicals, wastes, materials or substances, as defined in or governed by the provisions of any Environmental Law and including, without limitation, toxic mold, PCBs, petroleum, asbestos and asbestos-containing materials.

“Holdings” means Cygnus Holdings, LLC, a South Dakota limited liability company.

“Lien” has the meaning specified in the Credit Agreement.

“Loan Documents” shall mean this Security Instrument, the Credit Agreement, each other document evidencing or securing the Obligations, and each of the other “Loan Documents” (as defined in the Credit Agreement).

“Material Adverse Effect” has the meaning specified in the Credit Agreement.

“Mortgaged Property” has the meaning specified in Section 2.01.

“Obligations” has the meaning specified in the Credit Agreement.

“Permitted Encumbrances” means the items set forth on Schedule B-1 of the title insurance policy issued to the Grantee insuring the lien of this Security Instrument and Liens permitted under Section 6.2 of the Credit Agreement.

“Proceeds” means all insurance proceeds payable under any property insurance policy maintained by the Grantor on the Mortgaged Property.

“Term Loan” has the meaning specified in the Credit Agreement.

“Uniform Commercial Code” has the meaning specified in the Uniform Commercial Code of the state in which the Mortgaged Property is located.

ARTICLE II.

GRANTING CLAUSES

Section 2.01. Granting Clauses. In order to secure the payment and performance of the Obligations and the performance of all of the covenants and agreements of Grantor contained in this Security Instrument and in the Guaranty, Grantor does hereby irrevocably GRANT, BARGAIN, SELL, PLEDGE, ASSIGN, WARRANT, TRANSFER AND CONVEY (i) to Trustee and its successors and assigns, in trust, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION, for the use and benefit of Grantee as Grantee, all of Grantor’s interest in and to the following property, rights, interests and estates now owned or hereafter acquired by Grantor (collectively, the **“Mortgaged Property”**) that constitutes real estate, and (ii) to Grantee, all of Grantor’s interest in and to that portion of the Mortgaged Property that does not constitute real

estate:

All right, title and interest of the Grantor in and to the in real property described in Exhibit A hereto (hereinafter called the "Land"), together with all of its right, title and interest in (i) all of the buildings, structures and other improvements now standing or at any time hereafter constructed or placed upon the Land; (ii) all lighting, heating, ventilating, air-conditioning, sprinkling and plumbing fixtures, water and power systems, engines and machinery, boilers, furnaces, oil burners, elevators and motors, communication systems, dynamos, transformers, electrical equipment and all other fixtures of every description located in or on, or used, or intended to be used in connection with the Land or any building now or hereafter located thereon; (iii) all hereditaments, easements, appurtenances, riparian rights, rents, issues, profits, condemnation awards, mineral rights and water rights now or hereafter belonging or in any way pertaining to the Land or to any building now or hereafter located thereon and all the estates, rights and interests of the Grantor in the Land; (iv) all building materials, furniture, furnishings, maintenance equipment and all other personal property now or hereafter located in, or on, or used, or intended to be used in connection with the Land or any building now or hereafter located thereon and all replacements and additions thereto; (v) all additions, accessions, increases, parts, fittings, accessories, replacements, substitutions, betterments, repairs and proceeds to, of or for any and all of the foregoing; and (vi) any and all after-acquired interest of the Grantor in any of the foregoing, including the Land.

TOGETHER WITH all easements, rights, rights-of-way, strips and gores of land, alleys, sewer rights, water and water rights relating to the Land, including reversions and remainders, if any, of the Grantor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street or highway adjoining the Land.

TOGETHER WITH all leases, subleases, licenses, and other agreements affecting the use, enjoyment or occupancy of the Land, now or hereafter entered into, together with any extensions thereof and guarantees relating thereto (collectively, the "Leases"), and all rents, issues, revenues, profits, fees, charges, accounts, income, and other sums payable under the Leases, all tenant security and other deposits, oil and gas or other mineral royalties, bonuses and rents, revenues, issues and profits relating to the Land (collectively, the "Rents").

TOGETHER WITH all judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the Land or any part thereof or any improvements now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said Land or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively, "Condemnation Awards").

TOGETHER WITH all tenements, hereditaments and appurtenances belonging or otherwise pertaining to the aforesaid property or any part thereof, with all reversions, remainders, rents, income, revenues, profits, cash, proceeds, products and benefits at any time derived, received

or had from any or all of the above-described property of the Grantor and all deposits or other accounts into which the same may be deposited.

TO HAVE AND TO HOLD the Mortgaged Property unto the Grantee and its respective successors and assigns forever, to secure the payment and performance of the Obligations, including, without limitation, the due performance of the covenants, agreements and provisions herein contained, and for the uses and purposes and upon the terms, conditions, provisos and agreements hereinafter expressed and declared.

ARTICLE III.

COVENANTS OF THE GRANTOR

The Grantor covenants with the Grantee as follows:

Section 3.01. Authority to Execute and Deliver this Security Instrument; All Action Taken; Enforceable Obligations. The Grantor is authorized under its articles of organization and operating agreement and all applicable laws and by corporate or organizational action, to execute and deliver this Security Instrument; and this Security Instrument is, and any amendment, supplement or restatement of this Security Instrument, when executed and delivered will be, the legal, valid and binding obligations of the Grantor which are enforceable in accordance with their respective terms.

Section 3.02. Authority to Security Instrument Property; No Liens; Exception for Permitted Encumbrances; Grantor to Defend Title and Remove Liens. To its knowledge, the Grantor has good and indefeasible title to the Mortgaged Property and the Mortgaged Property is free and clear of any Lien affecting the title thereto, except Permitted Encumbrances. The Grantor will, until all Obligations have been paid in full, maintain and preserve the Lien of this Security Instrument superior to all other Liens, other than Permitted Encumbrances, and subject to the Permitted Encumbrances, will forever warrant and defend the title to the Mortgaged Property against any and all claims and demands.

Section 3.03. No Encumbrances on Mortgaged Property. The Grantor will not create, incur, suffer or permit to exist any Lien on any of the Mortgaged Property, except for Permitted Encumbrances. Except for claims giving rise to Permitted Encumbrances, the Grantor will promptly pay or discharge any and all obligations for or on account of which any such Lien might exist.

Section 3.04. Sale or Transfer of Mortgaged Property. The Grantor shall not sell, lease or transfer any of the Mortgaged Property to any person or entity except as permitted in Section 6.4 of the Credit Agreement.

Section 3.05. Payment of Obligations. The Grantor will duly and punctually pay all amounts due and payable under the Guaranty, at the dates and places and in the manner provided in the Guaranty, and all other sums becoming due and payable hereunder.

Section 3.06. Preservation of Franchises and Compliance with Laws. The Grantor will take or cause to be taken all such reasonable action as may from time to time be necessary to obtain, preserve and renew all franchises, rights of way, easements, permits, and licenses now or hereafter granted or upon it conferred necessary to the operations of the Grantor, and will comply in all material respects with all laws, ordinances, regulations, and requirements applicable to it or the Mortgaged Property.

Section 3.07. Maintenance of Mortgaged Property. The Grantor will at all times maintain and preserve the Mortgaged Property and each and every material part and parcel thereof in good repair, working order and condition, ordinary wear and tear excepted, and in material compliance with all applicable laws, ordinances, regulations, and requirements, and will from time to time make all needed and proper repairs, renewals, and replacements (in the case of damage or destruction for which Proceeds have been paid to the Grantee, to the extent the Grantee makes any such Proceeds related to such repairs, renewals and replacements available for such purpose), and useful and proper alterations, additions, betterments and improvements, and will, subject to contingencies beyond its reasonable control, at all times keep the Mortgaged Property in good condition and repair.

Section 3.08. Insurance; Restoration of Damaged Mortgaged Property.

(A) **Maintenance of Insurance.** The Grantor shall keep the Mortgaged Property continuously insured during the term of this Security Instrument and shall furnish the following to the Grantee:

(i) Insurance against loss or damage by fire, vandalism, explosion and from such other hazards as are presently included in standard "all risk or "special cause of loss" form policies, and an endorsement providing that such insurance shall not be voided by reason of the occupancy by any tenant of the Mortgaged Property. The amount of such insurance shall be as required by the Grantee from time to time, but not less than one hundred percent (100%) of the "full replacement cost" of the buildings, structures, improvements and fixtures without deduction for depreciation (but excluding the value of roads, foundations and similar improvements). During any period while buildings and/or tenant improvements on the Mortgaged Property are being constructed or reconstructed, the fire insurance required pursuant to this subsection shall be in the form of a builders "all risk" policy on a completed value, non-reporting basis, including collapse and transit coverage, with deductibles and a soft cost endorsement in amounts reasonably satisfactory to the Grantee and such other endorsements as the Grantee may reasonably require. Self-insurance for any insurance policy required to be maintained under this subsection (i) is prohibited.

(ii) Rent insurance against loss of income arising out of damage or destruction by fire or the perils of "all risk," or "special cause of loss" casualty insurance in an amount equal to twelve (12) months' gross rental income to the owner of the Mortgaged Property, or, if appropriate, business interruption insurance in an amount as required by the Grantee from time to time, but not to exceed the Grantee's reasonable estimate of the annual taxes and insurance for the Mortgaged Property.

(iii) Commercial general liability insurance on an "occurrence" basis

against claims for bodily injury or death and property damage occurring upon, in or about the Mortgaged Property in such amounts as the Grantee may from time to time reasonably require, but in no event less the minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

(iv) Worker's compensation insurance in an amount equal to the Grantor's full statutory liability and covering all of the Grantor's employees on the Mortgaged Property, together with employer's liability insurance in such an amount as the Grantee may from time to time reasonably require.

(v) Flood hazard insurance satisfactory to the Grantee providing for full repair and replacement cost coverage, or evidence that flood insurance is not required by law for the Mortgaged Property.

(vi) If applicable, broad form boiler and machinery insurance on all equipment and pressure-fired vehicles or apparatus situate on the Mortgaged Property, and providing for full repair and replacement cost coverage.

(vii) Such other insurance on the Mortgaged Property, or any replacements or substitutions therefor, or additions thereto, and in such amounts as may from time to time reasonably be required by the Grantee against other insurable hazards or casualties which at the time are commonly insured against in the case of premises similarly situated, including, without limitation, terrorism, wind-storm, earthquake and hurricane insurance.

(viii) All insurance shall be subject to the approval of the Grantee as to insurance companies, amounts, contents and form of policies and expiration dates, and shall contain a non-contributory Grantee clause in favor of and satisfactory to the Grantee excluding the Grantee from the operation of any coinsurance clause contained in any such policy and, as to the policies required under subsections (i), (ii) and (v) above, naming the Grantee as loss payee. The policy required under subsection (iii) hereof shall name Grantee as an additional insured party. All such policies shall be issued by companies licensed in the State where the Mortgaged Property is situated and having a Best's financial rating of A- or better and a size class rating of VII or larger. Such policies shall provide for the payment of all costs and expenses incurred by the Grantee in the event of any contested claim and shall not be canceled or otherwise terminated without at least thirty (30) days' prior written notice to the Grantee.

(ix) The Grantor will deliver the originals (or certified copies) of all such policies or certificates evidencing such insurance, together with copies of such policies manually certified by the entity issuing such certificates to the Grantee, and, not less than fifteen (15) days prior to the expiration date of each such policy, will deliver to the Grantee a renewal policy or policies or certificates evidencing insurance if the policies are master policies marked "premium paid" or accompanied by other evidence of payment satisfactory to the Grantee. The Grantor will not permit any condition to exist on the Mortgaged Property which would invalidate the insurance thereon.

(x) The Grantor shall promptly comply with and conform to all provisions of each insurance policy and all requirements of the insurers thereunder, applicable to

the Grantor or the Mortgaged Property, even if such compliance necessitates structural changes or improvements or results in interference with the use or enjoyment of the Mortgaged Property.

(xi) If the Grantee shall acquire title to the Mortgaged Property pursuant to proceedings under this Security Instrument, or by a deed in lieu of foreclosure, then all of the Grantor's estate, right, title and interest in and to all such policies, including unearned premiums thereon and the proceeds thereof, shall vest in the Grantee.

(B) **Notice of Damage or Destruction; Adjusting Loss.** If the Mortgaged Property or any part thereof shall be damaged or destroyed by fire or other casualty, the Grantor shall promptly give written notice thereof to the insurance carrier and the Grantee, and shall not adjust any damage or loss that is estimated by the Grantee in good faith to exceed \$100,000.00 unless the Grantee shall have joined in such adjustment; but if there has been no adjustment of any such damage or loss within four months from the date of occurrence thereof or if a Default or Event of Default shall exist at any time, the Grantee may alone make proof of loss, adjust and compromise any claim under the policies and appear in and prosecute any action arising from such policies. In connection therewith, the Grantor does hereby irrevocably authorize, empower and appoint the Grantee as attorney-in-fact for the Grantor (which appointment is coupled with an interest) to do any and all of the foregoing in the name and on behalf of the Grantor.

(C) **Application of Insurance Proceeds.** Proceeds in excess of \$100,000.00 shall be paid to the Grantee. At its option (but subject to Section 3.08(D) below), whether or not its security is impaired, the Grantee shall have the right to apply such Proceeds (after first deducting therefrom the Grantee's reasonable and documented expenses incurred in collecting the same, including but not limited to reasonable and documented attorneys' fees) to the reduction of the Obligations or to payment for the restoration, repair, replacement or rebuilding of the Mortgaged Property that is damaged or destroyed, in such manner as the Grantee may determine, subject to the terms of Section 6.3 of the Credit Agreement. Any application of Proceeds shall not extend or postpone the due dates of any installments of principal or interest payable under the Credit Agreement or change the amount of such installments.

(D) **Application to Restoration.** Notwithstanding the provisions of Section 3.08(C), the Grantee shall make all Proceeds paid to it pursuant to the provisions of Section 3.08(C) (after first deducting therefrom the Grantee's reasonable and documented expenses incurred in collecting the same, including reasonable and documented attorneys' fees and expenses) available to the Grantor for the purpose of reimbursing the Grantor for the Grantor's reasonable out-of-pocket costs of restoration, repair, replacement or rebuilding of the improvements on the Land, in accordance with any and all procedures reasonably required by the Grantee (and shall not be applied toward the payment of the Obligations until after restoration, repair, replacement or rebuilding of the improvements on the Land) provided each of the following conditions shall be met:

(1) There shall at the time of the casualty and at all times thereafter have occurred and be continuing no Default or Event of Default;

(2) The Grantor shall notify the Grantee of the Grantor's intention to perform such restoration, repair, replacement or rebuilding within thirty (30) days of the adjusting of the loss or casualty;

(3) The Grantee shall receive evidence reasonably satisfactory to the Grantee that the improvements on the Land have been fully restored, repaired, replaced or rebuilt or that by application of the Proceeds will be fully restored, repaired, replaced or rebuilt to a condition substantially similar to that existing immediately prior to the damage or destruction (or as otherwise reasonably approved by the Grantee), free and clear of all liens other than the Permitted Liens;

(4) If, in the commercially reasonable judgment of the Grantee, the Proceeds shall be insufficient to restore, repair, replace or rebuild the improvements on the Land to a condition substantially similar to that existing immediately prior to the damage or destruction (or as otherwise reasonably approved by the Grantee), the Grantor shall demonstrate to the Grantee the availability of funds in the amount of the insufficiency and such funds shall be applied on account of the restoration prior to any Proceeds; and

(5) In the commercially reasonable judgment of the Grantee, the restoration, repair, replacement or rebuilding of the improvements on the Land can be completed at least sixty (60) days prior to the maturity date of the Term Loan.

Any Proceeds remaining after reimbursement of the Grantor for the cost of restoring, repairing, replacing or rebuilding the improvements on the Land, as described above, and any Proceeds available upon the occurrence and continuance of any Default or Event of Default, may, at the Grantee's option, be applied to partial prepayment of the Obligations or paid to the Grantor. Any such application of Proceeds to the payment of the Obligations shall be without prepayment premium or penalty and shall not extend or postpone the due dates of the monthly installments payable under the Credit Agreement or change the amount of such installments.

(E) **Reimbursement of the Grantee's Expenses.** The Grantor shall promptly reimburse the Grantee upon demand for all of the Grantee's reasonable and documented expenses incurred in connection with the collection of the Proceeds, including but not limited to reasonable and documented attorneys' fees, and all such expenses, together with interest from the date of disbursement at the Base Rate (as defined in the Credit Agreement) or following and during the continuation of an Event of Default at the Default Rate as stated and defined in the Credit Agreement (unless collection of interest from the Grantor at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from the Grantor under applicable law), shall be additional amounts secured by this Security Instrument.

Section 3.09. Grantee Right to Expend Money to Protect Mortgaged Property. From time to time, the Grantee may, in its sole discretion, but shall not be obligated to, advance funds on behalf of the Grantor, in order to ensure compliance with any covenant or agreement of the Grantor made in or pursuant to this Security Instrument or to preserve or protect any right or

interest of the Grantee in the Mortgaged Property, including, without limitation, the payment of any insurance premiums or taxes and the satisfaction or discharge of any judgment or any Lien upon the Mortgaged Property (other than Permitted Encumbrances); provided, however, that the making of any such advance by the Grantee shall not constitute a waiver by the Grantee of any Event of Default with respect to which such advance is made or excuse the Grantor from any performance required hereunder. The Grantor shall pay to the Grantee upon demand all such advances made by the Grantee with interest thereon at the Default Rate. All such advances and accrued interest shall be secured by this Security Instrument.

Section 3.10. Further Assurances. Upon the request of the Grantee, the Grantor shall promptly do all acts and things, including the execution, acknowledgment and delivery of such amendments thereto and other instruments and documents as the Grantee may request, to enable the Grantee to perfect and maintain the Lien of this Security Instrument and/or the Grantee's rights and remedies hereunder. In the event the Grantor fails to take any action required under this Section 3.10, the Grantee may take any such action and make, execute and record any such instruments and documents for and in the name of the Grantor, and the Grantor hereby irrevocably appoints the Grantee as its attorney-in-fact to take such actions, which appointment is coupled with an interest and irrevocable.

Section 3.11. Condemnation, Etc.

(A) The Grantor hereby irrevocably assigns to the Grantee all Condemnation Awards which become payable to the Grantor by reason of any taking of the Mortgaged Property, or any part thereof, whether directly or indirectly or temporarily or permanently, in or by condemnation or other eminent domain proceedings (hereinafter called a "**Taking**"). Promptly upon receipt by the Grantor of notice of the institution of any proceeding or negotiations for a Taking, the Grantor shall give notice thereof to the Grantee. The Grantee may appear in any such proceedings and participate in any such negotiations and may be represented by counsel. The Grantor, notwithstanding that the Grantee may not be a party to any such proceeding, shall promptly give to the Grantee copies of all notices, pleadings, judgments, determinations and other papers received by the Grantor therein. The Grantor shall not enter into any agreement permitting or consenting to the Taking of the Mortgaged Property, or any part thereof, or providing for the conveyance thereof in lieu of condemnation, with anyone authorized to acquire the same in condemnation or by eminent domain unless the Grantee shall first have consented thereto in writing. All Condemnation Awards shall be adjusted jointly by the Grantor and the Grantee. All Condemnation Awards shall be paid to the Grantee, which shall hold them subject to the terms of Section 3.08 hereof regarding the disposition of Proceeds; provided, however, that if the Grantee, using commercially reasonable judgment, determines that the Mortgaged Property cannot be restored to an economically viable unit, the Grantee may apply the Condemnation Award, after first deducting the Grantee's reasonable and documented expenses incurred in the collection thereof, to the payment of the Obligations, whether or not due and in such order of applications as the Grantee may determine.

(B) If the Taking involves a taking of any building or other improvement now or hereafter located on the Land, the Grantor shall proceed, with reasonable diligence, to demolish and remove any ruins and, at the request of the Grantee (and provided that the Condemnation

Award is made available to the Grantor for such purposes), complete repair or restoration of the Mortgaged Property as nearly as possible to its respective size, type and character immediately prior to the Taking, whether or not the Condemnation Award is adequate to complete such repair or restoration. The Grantor shall promptly reimburse the Grantee upon demand for all of the Grantee's reasonable and documented expenses (including reasonable and documented attorney's fees) incurred in the collection of awards and their disbursement in accordance with this paragraph, and all such expenses, together with interest from the date of disbursement at the Base Rate or following and during the continuation of an Event of Default at the Default Rate (unless collection of interest from the Grantor at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from the Grantor under applicable law), shall be additional amounts secured by this Security Instrument.

Section 3.12. Conflict with Security Instrument Terms. The provisions of this Security Instrument and the Credit Agreement shall be cumulative and not mutually exclusive, notwithstanding any inconsistencies.

Section 3.13. Environmental Representations, Warranties and Covenants. The Grantor makes the following representations, warranties and covenants:

(A) Use of the Mortgaged Property.

(1) The Grantor shall use, handle, transport or store Hazardous Materials only in: (i) a good and prudent manner in the ordinary course of business; and (ii) material compliance with all applicable Environmental Laws.

(2) The Grantor shall not conduct or allow to be conducted, in material violation of any Environmental Law, any business, operations or activity on the Mortgaged Property, or, except in compliance with all applicable Environmental Laws, employ or use the Mortgaged Property to generate, release, use, handle, manufacture, treat, store, process, transport or dispose of any Hazardous Materials, or any other substance which is prohibited, controlled or regulated under any applicable law. The Grantor shall not use the Mortgaged Property in a way that poses a threat or nuisance to public safety, health or the environment, or cause or allow to be caused a known or suspected release of Hazardous Materials, on, under, or from the Mortgaged Property except in material compliance with all Environmental Laws.

(3) The Grantor shall not do or permit any act or thing, business or operation that poses an unreasonable risk of harm, or materially impairs or may materially impair the value of the Mortgaged Property or any part thereof.

(4) All underground tanks, wells, septic tanks, ponds, pits, or any other storage tanks (whether currently in use or abandoned) on the Mortgaged Property, if any, are, and shall be, maintained in material compliance with all applicable Environmental Laws.

(B) Notice of Environmental Problems or Litigation. Neither the Grantor nor any of its tenants have given, nor were they required to give, nor have they received, any notice, letter, citation, order, warning, complaint, inquiry, claim or demand that: (1) the Grantor

and/or any tenants have materially violated, or are about to materially violate, any Environmental Law, judgment or order; (2) there has been a release, or there is a threat of release, of Hazardous Materials from the Mortgaged Property that could reasonably be expected to result in a Material Adverse Effect; (3) the Grantor and/or its tenants may be or are liable, in whole or in part, for the costs of cleaning up, remediating, removing or responding to a release or a threatened release of Hazardous Materials; or (4) the Mortgaged Property is subject to a Lien in favor of any Governmental Authority for any liability, costs or damages, under any Environmental Law arising from, or costs incurred by such Governmental Authority in response to, a release or a threatened release of Hazardous Materials. The Grantor further represents and warrants that no conditions currently exist or are currently reasonably foreseeable that would subject the Grantor to any such investigation, litigation, or administrative enforcement or to any damages, penalties, injunctive relief, or cleanup costs under any Environmental Law that could reasonably be expected to result in a Material Adverse Effect. Upon receipt of any such notice, the Grantor and its tenants shall promptly provide a copy to the Grantee.

(C) **Remediation.** The Grantor shall promptly perform all remediation, removal or other response ("**Remedial Work**") required under any Environmental Law as a result of the presence, storage, use, disposal, transportation, discharge or release of any Hazardous Materials on, under or about the Mortgaged Property. All Remedial Work shall be conducted (i) in a diligent and timely fashion by licensed contractors acting under the supervision of a consulting environmental engineer; (ii) pursuant to a detailed written plan for the Remedial Work approved by any Governmental Authority or private agencies or persons with a legal or contractual right to such approval; (iii) with such insurance coverage pertaining to liabilities arising out of the Remedial Work as is then customarily maintained with respect to such activities; and (iv) only following receipt of any required permits. The selection of the contractors and consulting environmental engineer to perform and supervise the Remedial Work, the contracts entered into with such parties, any disclosures to or agreements with any Governmental Authority or private agencies or parties relating to Remedial Work and the written plan for the Remedial Work (and any changes thereto) each shall, at the Grantee's option, be subject to the Grantee's prior written approval, which approval shall not be unreasonably withheld or delayed. In addition, the Grantor shall submit to the Grantee, promptly upon receipt or preparation, copies of any and all reports, studies, analyses, correspondence, comments or approvals from any Governmental Authority, proposed Remedial Work contracts and similar information prepared or received by the Grantor in connection with any Remedial Work. All costs and expenses of such Remedial Work shall be paid by the Grantor, including, without limitation, the Grantee's reasonable attorneys' and consultants' fees incurred in connection with the monitoring or review of such Remedial Work. The Grantee shall have the right but no obligation to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any alleged violation of an Environmental Law.

(D) **Right of Inspection.** Upon reasonable notice and if Grantee reasonably suspects a material violation of an Environmental Law with respect to the Mortgaged Property, the Grantor hereby authorizes (and will cause any tenants to authorize) the Grantee, its agents, attorneys, employees, consultants, contractors, successors and assigns to enter upon and inspect the Mortgaged Property and facilities thereon, and perform such tests, including without limitation, subsurface testing, soils and groundwater testing, and other tests which may physically invade the

Mortgaged Property, as the Grantee, in its sole discretion, determines are necessary to protect its security interest; provided, however, that under no circumstances shall the Grantee be obligated to perform such inspections or tests.

(E) **Indemnity.** The Grantor agrees to indemnify and hold the Grantee, its directors, employees, agents, and its successors and assigns, harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, judgments, administrative orders, remedial action requirements, enforcement actions of any kind, and all reasonable and documented costs and expenses incurred in connection therewith (including without limitation attorney's fees and reasonable and documented expenses) arising directly or indirectly, in whole or in part, out of any failure of the Grantor to comply with the environmental representations, warranties, and covenants contained herein.

(F) **Continuation of Representations, Warranties, Covenants and Indemnities.** The Grantor's representations, warranties, covenants, and indemnities contained herein shall survive the occurrence of any event whatsoever, including, without limitation, the satisfaction of the Obligations secured hereby, the reconveyance or foreclosure of this Security Instrument, the acceptance by the Grantee of a deed in lieu of foreclosure, or any transfer or abandonment of the Mortgaged Property.

(G) **Corrective Action.** In the event the Grantor is in breach of any of its representations, warranties or agreements as set forth above, then, without limiting the Grantee's other rights hereunder, the Grantor, at its sole expense, shall take all actions required, including, without limitation, environmental cleanup of the Mortgaged Property, to comply with the representations, warranties, and covenants contained herein and with all applicable legal requirements and, in any event, shall take all actions deemed necessary under all applicable Environmental Laws.

Section 3.14. Non-Homestead Property. The Mortgaged Property is not homestead property.

Section 3.15 Representations and Warranties Regarding the Mortgaged Property. The Grantor hereby represents and warrants to the Mortgage as follows:

(i) There is no suit, action, investigation or proceeding pending or threatened against or affecting the Grantor or the Mortgaged Property before or by any court, administrative agency or other governmental authority which if adversely decided would have a material adverse effect on the business, operations or condition (financial or otherwise) of Grantor or the Mortgaged Property or which brings into question the validity of the transactions contemplated by the Loan Documents.

(ii) No consent, approval or other authorization of or by any court, administrative agency or other governmental authority is required in connection with the execution or delivery by the Grantor of this Security Instrument.

(iii) The Grantor conducts its business solely under the name set forth in the caption to this Security Instrument and under the tradename Schwan's Home Delivery and

makes use of no trade names in connection therewith.

(iv) All necessary approvals for the use and occupancy of the Mortgaged Property from all Governmental Authorities, including, without limitation, zoning, use, building permits and certificates of occupancy, have been obtained and are final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

(v) No notice of a Taking of all or any part of the Mortgaged Property has been received by the Grantor and the Grantor has no knowledge that any Taking is contemplated.

(vi) No part of the Mortgaged Property has been damaged as a result of any fire, explosion, accident, flood, or other casualty which has not been fully restored.

(vii) The Grantor has no knowledge of any activity or condition on the Mortgaged Property which is in violation of any applicable law, including, without limitation, those pertaining to zoning, building, fire prevention, and environmental protection.

(viii) To Grantor's knowledge, none of the personal property which forms part of the Mortgaged Property is subject to any existing lien or security interest. No material part of the equipment, furnishings or other personal property used or to be used in connection with operation and maintenance of the Mortgaged Property is leased by the Grantor.

(ix) With the exception of the Transition Services Agreement dated February 25, 2019, between Schwann's Company and the Grantor, a complete copy of which has been given to the Grantee, there are no agreements of sale, rights of first refusal, purchase options, leases, licenses or other occupancy agreements affecting all or any portion of the Mortgaged Property.

(x) To the best of Grantor's knowledge and belief, the Mortgaged Property complies with the Americans With Disabilities Act (the "ADA"), and, to the extent applicable, the Fair Housing Act. The Grantor will maintain the Mortgaged Property in full compliance with the ADA and the Fair Housing Act (if applicable to the Mortgaged Property), and will undertake all alterations and additions to the Mortgaged Property as may be necessary to comply with the ADA.

(xi) The Mortgaged Property is separately assessed for real estate taxes.

(xii) There are no currently effective management and/or leasing brokerage agreements affecting the Mortgaged Property.

Section 3.16 Taxes and Other Charges. The Grantor shall pay when due and payable and before interest or penalties are due thereon, all taxes, assessments, water and sewer rents and all other charges or claims which may be assessed, levied, or filed at any time against the Grantor, the Mortgaged Property or any part thereof or against the interest of the Grantee therein, or which by any present or future law may have priority over the indebtedness secured hereby either in lien or in distribution out of the proceeds of any judicial sale, and the Grantor shall produce to the Grantee not later than such dates receipts for the payment thereof; provided that if the Grantor in

good faith and by appropriate legal action shall contest the validity of any such item, or the amount thereof, and shall have established on its books or by deposit of cash with the Grantee, as the Grantee may elect, a reserve for the payment thereof in such amount as the Grantee may require, then the Grantor shall not be required to pay the item or to produce the required receipts while the reserve is maintained and so long as the contest operates to prevent collection, is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to the Grantor. If such contest is terminated or discontinued adversely to the Grantor, the Grantor shall promptly (and in all events at least thirty (30) days before any of the Mortgaged Property may be sold because of non-payment of such tax or charge) pay such contested tax or charge and all costs and penalties and deliver evidence of such payment acceptable to the Grantee promptly thereafter.

ARTICLE IV.

REMEDIES OF THE GRANTEE

Section 4.01. Intentionally Omitted.

Section 4.02. Acceleration of Maturity. If an Event of Default shall have occurred and be continuing, the Grantee may declare the Obligations to be due and payable immediately by a notice in writing to the Grantor, and upon such declaration, all Obligations shall become due and payable immediately without presentment, demand or further notice of any kind.

Section 4.03. Remedies of the Grantee. If one or more Events of Default shall have occurred and be continuing, the Grantee (personally or by attorney), in its discretion, may:

(A) take immediate possession of the Mortgaged Property, collect and receive all credits, outstanding accounts and bills receivable of the Grantor and all rents, income, revenues, profits and proceeds pertaining to or arising from the Mortgaged Property, or any part thereof, whether then past due or accruing thereafter, and issue binding receipts therefor; and manage, control and operate the Mortgaged Property as fully as the Grantor might do if in possession thereof, including, without limitation, the making of all repairs or replacements deemed necessary or advisable;

(B) proceed to protect and enforce the rights of the Grantor and the rights of the Grantee by suits or actions in equity or at law in any court or courts of competent jurisdiction, whether for specific performance of any covenant or any agreement contained herein or in the Credit Agreement or in aid of the execution of any power herein granted or for the foreclosure hereof or hereunder or for the sale of the Mortgaged Property, or any part thereof, or to collect the debts hereby secured or for the enforcement of such other or additional appropriate legal or equitable remedies as may be deemed necessary or advisable to protect and enforce the rights and remedies herein granted or conferred, and in the event of the institution of any such action or suit, the Grantee shall have the right to have appointed a receiver of the Mortgaged Property and of all rents, income, revenues, profits and proceeds pertaining thereto or arising therefrom, whether then past due or accruing after the appointment of such receiver, derived, received or had from the time of the commencement of such suit or action, and such receiver shall have all the usual powers and duties of receivers in like and similar cases, to the fullest extent permitted by law, and if application

shall be made for the appointment of a receiver, the Grantor hereby expressly consents that the court to which such application shall be made may make said appointment without notice and ex parte;

(C) immediately foreclose this Security Instrument and, in any foreclosure proceeding the court shall, upon application, at once, and without notice to Grantor, or any party claiming under said Grantor, and without giving bond on such application (such notice and bond being hereby expressly waived) and also without reference to the then value of the Mortgaged Property, to the use of said Mortgaged Property as a homestead, or to the solvency or insolvency of any person liable for any of the Obligations secured hereby, appoint a receiver for the benefit of the legal holder of the Obligations secured hereby, to take possession of the Mortgaged Property, with power to collect rents, issues, and profits of the Mortgaged Property, then due or to become due, during the pendency of such foreclosure suit, and until the time to redeem the same shall expire (such rents, issues and profits being hereby expressly assigned and pledged as additional security for the payment of the Obligations secured by this Security Instrument); this provision for appointment of a receiver being expressly a condition upon which the loan hereby secured was made; and Grantor hereby further consents that said receiver may, out of the said rents, pay prior or subordinate liens, the taxes, assessments, water rates and insurance on Mortgaged Property, then due or unpaid or accruing whether before or after the filing of such bill, and for any necessary repairs thereon, and management and rental fees and any other proper charges, and the amount of any deficiency decree; provided that, in case of any default or breach, as aforesaid, as a concurrent (and not alternative or exclusive) remedy and measure for making effective the terms provisions and purposes hereof, it shall be lawful for Grantee, its agent or attorney forthwith (either with or without process of law, forcibly or otherwise) to enter upon and take possession of said Mortgaged Property and to expel and remove any person, goods or chattels, occupying or upon the same, to collect and to receive all the rents, issues and profits therefrom, from time to time, to manage and control the same and make all necessary repairs, and lease the same or any part thereof at such rentals as in its sole discretion it may deem just and reasonable, and after deducting all reasonable attorneys' fees and all expenses incurred in the protection, care, repair and management of said Mortgaged Property, apply the remaining income upon the Obligations hereby secured in the same manner as is hereafter provided upon the sale of said Mortgaged Property under foreclosure; and said Grantor hereby expressly releases and waives any and all right to possession, control or management of the Mortgaged Property, or to the rents, issues and profits therefrom, after any default or breach of the terms or provisions of this Security Instrument and said Grantor hereby further expressly releases and waives any and all damages and claims for damages occasioned by such expulsion, and

(D) sell or cause to be sold all of the Mortgaged Property or any part thereof, and all right, title, interest, claim and demand of the Grantor therein or thereto, at public auction and convey the same to purchaser in fee simple, as provided by law, at such place in any county in which the property to be sold, or any part thereof, is located, at such time, upon such notice, and upon such terms as may be specified in a notice of sale, which shall state the time when and the place where the sale is to be held, shall contain a brief description of the property to be sold, and shall be given by mailing a copy thereof to the Grantor at least fifteen (15) days prior to the date fixed for such sale and by publishing the same once in each week for two successive calendar weeks prior to the date of such sale in a newspaper of general circulation published in said county

or, if no such newspaper is published in such county, in a newspaper of general circulation in such county, the first such publication to be not less than fifteen (15) days nor more than thirty (30) days prior to the date fixed for such sale. Any sale to be made under this Section 4.03(D) may be adjourned from time to time by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and without further notice or publication the sale may be had at the time and place to which the same shall be adjourned. Notwithstanding the foregoing, in the event another or different notice of sale or another or different manner of conducting the same shall be required by law, the notice of sale shall be given or the sale be conducted, as the case may be, in accordance with the applicable provisions of law. The costs and expenses incurred by the Grantee (including, but not limited to, receiver's fees, counsel fees, cost of advertisement and agents' compensation) in the exercise of any of the remedies provided in this Security Instrument shall be secured by this Security Instrument. The Grantor is to remain liable for any deficiency.

Each remedy herein specifically given shall be in addition to every other right now or hereafter given or existing at law or in equity, and each and every right may be exercised from time to time and as often and in such order as may be deemed expedient by the Grantee and the exercise or the beginning of the exercise of one right shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right. The Grantee shall have all rights and remedies available under the law in effect now and/or at the time such rights and remedies are sought to be enforced, whether or not they are available under the law in effect on the date hereof.

Section 4.04. Application of Proceeds from Remedial Actions. Any proceeds or funds arising from the exercise of any rights or the enforcement of any remedies herein provided after the payment or provision for the payment of any and all costs and expenses in connection with the exercise of such rights or the enforcement of such remedies shall be applied to the Obligations in such order and manner as the Grantee shall elect in its sole discretion, and the balance, if any, shall be paid to whomsoever shall be entitled thereto.

Section 4.05. Expenses of Exercising Rights, Powers and Remedies. The reasonable and documented expenses (including any receiver's fees, attorneys' fees, appraisers' fees, environmental engineers' and/or consultants' fees, costs incurred for documentary and expert evidence, stenographers' charges, publication costs, costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) of procuring all abstracts of title, continuations of abstracts of title, title searches and examinations, title insurance policies and commitments and extensions therefor, Torrens duplicate certificates of title, Uniform Commercial Code and chattel lien searches, and similar data and assurances with respect to title as the Grantee may deem reasonably necessary either to prosecute any foreclosure action or to evidence to bidders at any sale which may be had pursuant to any foreclosure decree the true condition of the title to or the value of the Mortgaged Property, and agent's compensation) incurred by the Grantee after the occurrence of any Event of Default and/or in pursuing the rights, powers and remedies contained in this Security Instrument shall be immediately due and payable by the Grantor, with interest thereon from the date incurred at the rate set forth in Section 3.09 hereof, and shall be added to the indebtedness secured by this Security Instrument.

Section 4.06. Restoration of Position. In case the Grantee shall have proceeded to enforce any right under this Security Instrument by foreclosure, sale, entry or otherwise, and such

proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then, and in every such case, the Grantor and the Grantee shall be restored to their former positions and rights hereunder with respect to the Mortgaged Property subject to the lien hereof.

Section 4.07. Marshalling. The Grantor, for itself and on behalf of all persons, parties and entities which may claim under the Grantor, hereby waives all requirements of law relating to the marshalling of assets, if any, which would be applicable in connection with the enforcement by the Grantee of its remedies for an Event of Default hereunder, absent this waiver. The Grantee shall not be required to sell or realize upon any portion of the Mortgaged Property before selling or realizing upon any other portion thereof.

Section 4.08. Remedies Cumulative; No Election. Every right or remedy herein conferred upon or reserved to the Grantee shall be cumulative and shall be in addition to every other right and remedy given hereunder or under the Credit Agreement or now or hereafter existing at law, or in equity, or by statute. The pursuit of any right or remedy shall not be construed as an election.

Section 4.09. Waiver of Appraisal Rights. The Grantor, for itself and all who may claim through or under it, covenants that it will not at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of, any appraisal, valuation, stay, extension or redemption laws now or hereafter in force in any locality where any of the Mortgaged Property may be situated, in order to prevent, delay or hinder the enforcement or foreclosure of this Security Instrument, or the absolute sale of the Mortgaged Property, or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser or purchasers thereat, and the Grantor, for itself and all who may claim through or under it, hereby waives the benefit of all such laws unless such waiver shall be forbidden by law.

Section 4.10. Sale of Mortgaged Property. In the event of a sale under this Security Instrument, whether by virtue of judicial proceedings or advertisement or otherwise, the Mortgaged Property may, at the option of Grantee, be sold as an entirety or in such other manner and order as Grantee in its sole discretion may elect.

ARTICLE V.

POSSESSION UNTIL DEFAULT; SATISFACTION

Section 5.01. Possession Until Default. Until one or more Events of Default shall have occurred and be continuing, the Grantor shall be permitted to retain actual possession of the Mortgaged Property, and to manage, operate and use the same and any part thereof, with the rights and franchises appertaining thereto, including, without limitation, to collect, receive, take, use and enjoy the rents, revenues, issues, earnings, income, products, profits and proceeds thereof or therefrom, subject to the provisions of this Security Instrument.

Section 5.02. Satisfaction. If the Grantor shall well and truly pay or cause to be paid the Obligations at the times and in the manner provided in the Guaranty, and shall also pay or cause

to be paid all other sums payable by the Grantor hereunder, and shall keep and perform all covenants herein and in the other Loan Documents required to be kept and performed by it, and there are no further obligations to make advances to the Borrower under the Credit Agreement, then and in that case, all property, rights and interest hereby conveyed or assigned or pledged shall, upon the written request of the Grantor, revert to the Grantor and the estate, right, title and interest of the Grantee shall thereupon cease, determine and become void, and the Grantee, in such case, at the Grantee's cost and expense, shall enter satisfaction of this Security Instrument upon the record.

ARTICLE VI.

MISCELLANEOUS

Section 6.01. Property Deemed Real Property. It is hereby declared to be the intention of the Grantor that all the Mortgaged Property, including, without limitation, all rights of way and easements granted or given to the Grantor or obtained by it to use real property in connection with the construction, acquisition, ownership, use or operation of the buildings or improvements located on the real property encumbered hereby, and all other property physically attached to any of the foregoing, including fixtures now or in the future attached to any of the foregoing, shall be deemed to be real property.

Section 6.02. Security Instrument to Bind and Benefit Successors and Assigns. All of the covenants, stipulations, promises, undertakings and agreements herein contained by or on behalf of the Grantor shall bind its successors and assigns, whether so specified or not, and all titles, rights and remedies hereby granted to or conferred upon the Grantee shall pass to and inure to the benefit of the successors and assigns of the Grantee. The Grantor hereby agrees to execute such consents, acknowledgments and other instruments as may be requested by the Grantee in connection with the assignment, transfer, mortgage, hypothecation or pledge of the rights or interests of the Grantee hereunder or under the Credit Agreement or in and to any of the Mortgaged Property.

Section 6.03. Headings. The descriptive headings of the various articles and sections of this Security Instrument were formulated and inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 6.04. Notices. All demands, notices, reports, approvals, designations or directions required or permitted to be given hereunder shall be in writing and shall be deemed to be properly given if sent by nationally recognized courier service guarantying overnight delivery, registered or certified mail, postage prepaid, or delivered by hand, addressed to the proper party or parties at the following address:

As to the Grantor:	Cygnus Home Service, LLC 115 West College Drive Marshall, MN 56258 Attn.: Law Department
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With a copy to:

Woods, Fuller, Shultz & Smith, P.C.
PO Box 5027
Sioux Falls, SD 57117

As to the Grantee: Deneb Real Estate, LLC
1601 E. 69th Street
Sioux Falls, SD 57108
Attn: Matt Bock

Either such party may from time to time designate to each other a new address to which demands, notices, reports, approvals, designations or directions may be addressed, and from and after any such designation, the address designated shall be deemed to be the address of such party in lieu of the address given above.

Section 6.05. Severability. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Security Instrument shall not affect the remaining portions hereof.

Section 6.06. Governing Law. The effect and meaning of this Security Instrument, and the rights of all parties hereunder, shall be governed by, and construed according to, the laws of the State in which the land is located, except to the extent governed by federal law.

Section 6.07. Indemnification by the Grantor of the Grantee. The Grantor agrees to indemnify and save harmless the Grantee against any liability or damages which the Grantee may incur or sustain in the exercise and performance of its rightful powers and duties hereunder, including any liability or damages arising from the Grantor's failure to comply with any Environmental Law or the like applicable to the Mortgaged Property. For such indemnity, the Grantee shall be secured under this Security Instrument in the same manner as the Obligations and all amounts payable under this Section shall be paid to the Grantee with interest at the rate specified in Section 3.09. The Grantor's obligations under this Section shall survive the exercise by the Grantee of its rights and remedies hereunder, any foreclosure on all or any part of the Mortgaged Property and the cancellation or satisfaction of this Security Instrument.

Section 6.08. Security Agreement. This Security Instrument is both a real property Security Instrument and a "security agreement" within the meaning of the Uniform Commercial Code. The Mortgaged Property includes both real and personal property and all other rights and interest, whether tangible or intangible in nature, of the Grantor in the Mortgaged Property. THE GRANTOR HEREBY GRANTS TO GRANTEE, AS SECURITY FOR THE OBLIGATIONS, A SECURITY INTEREST IN THE MORTGAGED PROPERTY TO THE FULL EXTENT THAT THE MORTGAGED PROPERTY MAY BE SUBJECT TO THE UNIFORM COMMERCIAL CODE (said portion of the Mortgaged Property so subject to the Uniform Commercial Code being called in this paragraph the "**Collateral**"). If an Event of Default shall occur and be continuing, the Grantee, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality

of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as the Grantee may deem reasonably necessary or advisable for the care, protection and preservation of the Collateral. The Grantor shall pay to the Grantee on demand any and all out-of-pocket expenses, including attorneys' fees and expenses, incurred or paid by the Grantee in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral. Any notice of sale, disposition or other intended action by the Grantee with respect to the Collateral sent to the Grantor in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute reasonable notice to the Grantor. The proceeds of any disposition of the Collateral, or any part thereof, may be applied by the Grantee to the payment of the Obligations in such priority and proportions as provided for in the Credit Agreement.

Section 6.9 Fixture Filing. This instrument shall be deemed to be a fixture filing within the meaning of the Uniform Commercial Code, and for such purpose, the following information is given:

(A) (1) the name of the record owner of the Land is Cygnus Home Service, LLC, 115 West College Drive, Marshall, MN 56258;

(2) the organizational identification number of the debtor is 1070400600060.

(B) Name and address of Secured Party:

Deneb Real Estate, LLC
1601 E. 69th Street
Sioux Falls, SD 57108
Attn: Matt Bock

(C) Description of the types (or items) of property covered by this fixture filing:
See granting clauses.

(D) Description of real estate to which the collateral is attached or upon which it is or will be located: See Exhibit A hereto.

Some of the above-described collateral is or is to become fixtures upon the above described real estate, and this Security Instrument constitutes a fixture filing and is to be filed for record in the public real estate records.

The Grantor hereby acknowledges receipt of a copy of this Security Instrument in compliance with the Grantee's obligation to deliver a copy of the fixture filing to the Grantor pursuant to Section 9.1-502(f) of the Uniform Commercial Code.

ARTICLE VII.

ASSIGNMENT OF LEASES AND RENTS

Section 7.01. Assignment of Leases and Rents. The Grantor does hereby unconditionally and absolutely sell, assign and transfer unto the Grantee, all of the leases, rents, issues, income and profits now due and which may hereafter become due under or by virtue of any lease or any agreement or license for the use or occupancy of the Mortgaged Property, whether now existing or hereafter entered into during the term of this Security Instrument, any guarantee of any tenant's obligations under any lease, all security deposits, all proceeds from settlements relating to terminations of leases and all claims for damages arising from rejection of any lease under any federal or state bankruptcy law, it being the intention of this Security Instrument to establish an absolute transfer and assignment of all such leases and agreements and all of the rents and profits from the Mortgaged Property to the Grantee. The Grantor does hereby appoint irrevocably the Grantee as the Grantor's true and lawful attorney in the Grantor's name and stead, which appointment is coupled with an interest, to collect all of said rents and profits; provided, however, that the Grantor shall have a revocable license to collect and retain such rents and profits unless and until an Event of Default exists under this Security Instrument, at which time the foregoing license shall be automatically revoked without further notice to the Grantor.

Upon the occurrence and during the continuance of an Event of Default, upon demand of the Grantee, the Grantor shall surrender to the Grantee and the Grantee shall be entitled to enter upon and take and maintain possession of the Mortgaged Property and any leases thereunder and collect and retain any rents and profits from the Mortgaged Property and hold, operate, manage and control the Mortgaged Property and any such leases and to do such things in its discretion as may be deemed proper or necessary to enforce the payment or security of the rents and profits of the Mortgaged Property and the performance of the tenants' obligations under any leases of the Mortgaged Property, with full power to cancel or terminate any lease for any cause or on any basis which would entitle the Grantor to cancel the same and to elect to disaffirm any lease made subsequent to this Security Instrument or subordinated to the lien hereof. All rents and payments received by the Grantor after the Grantee has exercised any of its rights under this assignment shall be held by the Grantor in trust for the Grantee and shall be delivered to the Grantee immediately without demand.

The Grantee shall not be obligated to perform or discharge any obligation or liability of the landlord under any leases and the Grantor shall and does hereby agree to indemnify and hold the Grantee harmless of and from any and all expenses, liability, loss or damage which it might incur under said leases or under or by reason of this Security Instrument. Any amounts incurred by the Grantee in connection with its rights hereunder, including costs, expenses and attorneys' fees, shall bear interest thereon at the Default Rate, shall be additional Obligations and Grantor shall reimburse the Grantee therefor immediately upon demand. The Grantee may apply any of said rents and profits received to the costs and expenses of collection, including receivers' fees and attorneys' fees, to the payment of taxes, assessments and insurance premiums and expenditures for the maintenance of the Mortgaged Property, to the performance of the landlord's obligations under the lease, and to any Obligations in such order as the Grantee may determine. The entering upon and taking possession of the Mortgaged Property, the collection of such rents and profits and the application thereof as aforesaid shall not cure or waive any Event of Default under this Security Instrument nor in any way operate to prevent the Grantee from pursuing any other remedy which it may now or hereafter have under the terms of this Security Instrument or the other Loan Documents nor shall it in any way be deemed to constitute the Grantee a Grantee in possession. The Grantor waives any right of set off against any person in possession of any portion of the Mortgaged Property.

Section 7.02. Covenants With respect to Leases. The Grantor shall not, without the Grantee's prior written consent, enter into, modify, amend, terminate, or accept a surrender of any lease, or waive, excuse, or in any manner release the tenant from any of its obligations under any lease. The Grantor will, at its own cost and expense, perform all of the obligations of the Grantor under any lease affecting the Mortgaged Property and use its best efforts to enforce all obligations of each tenant under each lease and will appear in and defend, at its own cost and expense, any proceeding arising out of the Grantor's interest in any lease. The Grantor will not borrow against, pledge or assign any rentals due under the leases, nor consent to a subordination or assignment of the interest of the tenants thereunder to any party other than the Grantee, nor accept payment of the rents thereunder for more than one (1) month in advance. The Grantor shall notify Grantee of default by any tenant of the Mortgaged Property. The Grantor will deliver copies of all lease amendments and new leases to the Grantee within thirty (30) days after execution whether or not the prior written consent of the Grantee was required for such amendment or new lease.

Section 7.03. Grantee's Right to Perform Under Leases. If the Grantor fails to perform any of its obligations under any lease affecting the Mortgaged Property, the Grantee shall have the right, but not the obligation, without further notice to the Grantor and without waiving or releasing the Grantor from any obligation contained in this Security Instrument, to remedy such failure and the Grantor shall repay upon demand all sums incurred by the Grantee in connection therewith, including, without limitation, the Grantee's reasonable attorney's fees, together with interest at the Default Rate.

ARTICLE VIII.

STATE SPECIFIC PROVISIONS

Section 8.01. Revolving Credit. This Security Instrument secures indebtedness to be advanced from time to time and outstanding under one or more revolving credit lines established by the Credit Agreement. Pursuant to the Credit Agreement, advances, payments and re-advances may be made from time to time. Future advances are obligatory on Secured Parties to the extent set forth in the Credit Agreement. The parties hereto agree, and mutually intend, that a reduction of any outstanding revolving credit line to zero shall not constitute an extinguishment of the debt secured hereby, unless and until a satisfaction of this Security Instrument is executed by the Trustee and delivered to the Grantor. If, after such reduction to zero, subsequent re-advances are made from said revolving credit line, the subsequent re-advances so made shall not constitute a new debt, and shall constitute a continuation of the original debt evidenced by the Credit Agreement and secured hereby.

Section 8.02. Integration. PURSUANT TO UTAH CODE ANNOTATED SECTION 25-5-4, GRANTOR IS NOTIFIED THAT THIS DEED OF TRUST, THE NOTE AND OTHER LOAN DOCUMENTS GOVERNING, EVIDENCING AND SECURING THE INDEBTEDNESS SECURED HEREBY REPRESENT THE FINAL AGREEMENT BETWEEN

THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

Section 8.03. Fixture Filing. This Security Instrument constitutes a financing statement filed as a fixture filing under Article 9 of the Uniform Commercial Code of the State of Utah, as amended or recodified from time to time, covering any of the Mortgaged Premises that now is or later may become fixtures attached to the Land or Improvements. For this purpose, the respective addresses of Grantor, as debtor, and Grantee and Trustee, as secured parties, are as set forth in the preambles of this Security Instrument.

Section 8.04. Waivers. Grantor hereby RELEASES AND WAIVES all rights under and by virtue of the homestead exemption laws of the State of Utah. Grantor knowingly waives the rights, protections and benefits afforded to Grantor under Utah Code Annotated §§ 78B-6-901 and 57-1-32 and any successor or replacement statute or any similar laws or benefits.

Section 8.05. Foreclosure.

(a) Grantee may request that Trustee foreclose this Security Instrument pursuant to applicable law. Grantee may also institute an action of judicial foreclosure, or take such other action at law or in equity for the enforcement of this Security Instrument and realization on the Mortgaged Premises or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the rate(s) stipulated in the Note, together with all other sums due from Grantor in accordance with the provisions of the Note and this Security Instrument, including all sums which may have been loaned by Grantee to Grantor after the date of this Security Instrument, and all sums which may have been advanced by Grantee for taxes, water or sewer rents, other lienable charges or claims, insurance or repairs or maintenance, all costs of suit and an attorneys' commission for fees and expenses actually incurred. Grantor authorizes Grantee at its option to foreclose this Security Instrument subject to the rights (if any) of any tenants of the Mortgaged Premises, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be asserted by Grantor as a defense to any proceedings instituted by Grantee to recover the indebtedness secured hereby or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

(b) After the lapse of such time as may then be required by Utah Code Annotated § 57-1-24 or other applicable law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by Utah Code Annotated § 57-1-25 and § 57-1-26 or other applicable law, Trustee, without demand on Grantor, shall sell the Mortgaged Premises on the date and at the time and place designated in the notice of sale, either as a whole or in separate parcels, and in such order as Grantee may determine (but subject to Grantor's statutory right under Utah Code Annotated § 57-1-27 to direct the order in which the property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause deemed expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than forty-five (45) days beyond the date designated

in the notice of sale, notice of the time, date, and place of sale shall be given in the same manner as the original notice of sale as required by Utah Code Annotated § 57-1-27. Trustee shall execute and deliver to the purchaser a Trustee's Deed, in accordance with Utah Code Annotated § 57-1-28, conveying the Mortgaged Property so sold, but without any covenant of warranty, express or implied. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantee, may bid at the sale. Trustee shall apply the proceeds of the sale as follows:

(A) FIRST: To the costs and expenses of exercising the power of sale and of the sale, including the payment of the trustee's and attorney's fees actually incurred not to exceed the amount which may be provided for in the trust deed.

(B) SECOND: To payment of the obligations secured by the trust deed.

(C) THIRD: The balance, if any, to the person or persons legally entitled to the proceeds, or the trustee, in the trustee's discretion, may deposit the balance of the proceeds with the clerk of the district court of the county in which the sale took place, in accordance with Utah Code Annotated § 57-1-29.

(c) Upon any sale made under or by virtue of this Section 19, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Grantee may bid for and acquire the Trust Estate, whether by payment of cash or by credit bid in accordance with Utah Annotated Code § 57-1-28(1)(b). In the event of a successful credit bid, Grantee shall make settlement for the purchase price by crediting upon the obligations of Grantor secured by this Security Instrument such credit bid amount. Grantee, upon so acquiring the Mortgaged Premises or any part thereof, shall be entitled to hold, lease, rent, operate, manage, and sell the same in any manner provided by applicable laws.

(d) For purposes of Utah Code Annotated § 57-1-28, Grantor agrees that all default interest, late charges, any prepayment premium, swap contract breakage fees and similar amounts, if any, owing from time to time under the Note shall constitute a part of and be entitled to the benefits of Grantee's Security Instrument lien upon the Mortgaged Premises, and (ii) Grantee may add all default interest, late charges, any prepayment premium, swap contract breakage fees and similar amounts owing from time to time under the Note to the principal balance of the Note, and in either case Grantee may include the amount of all unpaid late charges in any credit bid Grantee may make at a foreclosure sale of the Mortgaged Premises pursuant to this Security Instrument.

(e) Grantor agrees to pay any deficiency, arising from any cause, to which Grantee may be entitled after applications of the proceeds of any sale, and Grantee may commence suit to collect such deficiency in accordance with Utah Code Annotated § 57-1-32 or other applicable law.

(f) If Grantor, Grantor's successor in interest or any other person having a subordinate lien or encumbrance of record on the Mortgaged Premises, reinstates this Security Instrument and the Loan within three (3) months of the recordation of a notice of default in

accordance with Utah Code Annotated § 57-1-31(1), such party shall pay to Grantee the reasonable cancellation fee contemplated by Utah Code Annotated § 57-1-31-(2), as delivered by Grantee, in accordance with its then current policies and procedures, whereupon Trustee shall record a notice of cancellation of the pending sale.

(g) Grantee hereby requests, pursuant to Utah Code Annotated § 57-1-26(3), a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in Section 42 hereof.

Section 8.06. Non-Residential Status of Mortgaged Property. Grantor acknowledges that the stated purpose for which this Security Instrument is given is not to construct residential rental property.

Section 8.07. Water Rights.

(a) Grantor shall diligently comply with all deadlines affecting the Water Rights imposed by law or regulation or any Governmental Authority, including but not limited to the Utah State Engineer or the Utah Division of Water Rights. As used in this Section 29, the term "Governmental Authorities" means the United States of America, the State of Utah, the Utah State Engineer or Utah Division of Water Rights, the County of Salt Lake, and any political subdivision, agency, department, commission, district, board, bureau or instrumentality of any of the foregoing, which now or hereafter has jurisdiction over Trustor or all or any portion of the real property subject to this Security Instrument.

(b) Grantor shall diligently place to a beneficial use all of the water to which it has a right to divert and beneficially use under the Water Rights. To the extent Grantor cannot place any quantity of water under the Water Rights to a beneficial use, Grantor shall promptly file a nonuse application with the Utah Division of Water Rights and diligently defend the nonuse application and the Water Rights against any claim of forfeiture or abandonment.

(c) Grantor shall promptly provide the Grantee with copies of any document relating to the Water Rights that is filed with the Utah State Engineer or Utah Division of Water Rights.

(d) Grantor shall promptly pay any and all fees or assessments relating to the shares of stock in any irrigation company and shall promptly provide the Grantee with evidence of each such payment.

(e) Grantor and its predecessors in interest have placed to a beneficial use all of the water to which it has a right to divert and beneficially use under the Water Rights sufficient to prevail against any claim of partial or complete forfeiture or abandonment of the Water Rights.

Section 8.08. Waiver of Trial by Jury. WAIVER OF TRIAL BY JURY: THE TRUSTOR AND THE BENEFICIARY (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS DEED OF TRUST OR UNDER ANY

AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

ARTICLE IX.

DEED OF TRUST PROVISIONS

Section 9.1 Concerning the Trustee. Trustee must be (i) a member of the Utah State Bar; (ii) any depository institution as defined in Section 7-1-103, Utah Code Annotated, or insurance company authorized to do business in Utah under the laws of Utah or the United States; (iii) any corporation authorized to conduct a trust business in Utah under the laws of Utah or the United States; (iv) any title insurance or abstract company authorized to do business in Utah under the laws of Utah or the United States; (v) any agency of the United States government; or (vi) any association or corporation which is licensed, chartered, or regulated by the Farm Credit Administration or its successor. The Trustee may not be a Grantee unless the Grantee is qualified to be a Trustee under (ii), (iii), (v) or (vi) of this Subsection.

(a) Acceptance of Trust: Trustee accepts the Trust created by this Security Instrument when this Security Instrument, duly executed and acknowledged, is made a public record as provided by law.

(b) Successor Trustee: Trustee may resign by the giving of notice of such resignation in writing or verbally to Grantee. If Trustee shall die, resign, or become disqualified from acting in the execution of this Trust, or if, for any reason, Grantee shall prefer to appoint a substitute Trustee or multiple substitute Trustees, or successive substitute Trustees or successive multiple substitute Trustees, to act instead of the aforementioned Trustee, Grantee shall have full power to appoint a substitute Trustee (or, if preferred, multiple substitute Trustees) in succession who shall succeed (and if multiple substitute Trustees are appointed, each of such multiple substitute Trustees shall succeed) to all the estates, rights, powers, and duties of the aforementioned Trustee. Such appointment may be executed by any authorized agent of Grantee, and if such Grantee be a corporation and such appointment be executed in its behalf by any officer of such corporation, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation. Grantor hereby ratifies and confirms any and all acts which the aforementioned Trustee, or his successor or successors in this Trust, shall do lawfully by virtue hereof. If multiple substitute Trustees are appointed, each of such multiple substitute Trustees shall be empowered and authorized to act alone without the necessity of the joinder of the other multiple substitute Trustees, whenever any action or undertaking of such substitute Trustees is requested or required under or pursuant to this Security Instrument or applicable law. Notwithstanding the foregoing, this Section 48 and the rights and powers granted herein are subject to applicable law, including Utah Code Annotated §§ 57-1-21 and 57-1-22, and in the event of any conflict or inconsistency between the provisions of this Section 46 and applicable law, applicable law shall control.

(c) Perfection of Appointment: Should any deed, conveyance, or instrument of any nature be required from Grantor by any Trustee or substitute Trustee to more fully and certainly vest in and confirm to the Trustee or substitute Trustee such estates, rights, powers, and duties, then, upon request by the Trustee or substitute Trustee, any and all such deeds, conveyances and instruments shall be made, executed, acknowledged, and delivered and shall be caused to be recorded and/or filed by Grantor.


(d) Succession Instruments: Any substitute Trustee appointed pursuant to any of the provisions hereof shall, without any further act, deed, or conveyance, become vested with all the estates, properties, rights, powers, and Trusts of its or his predecessor in the rights hereunder with like effect as if originally named as Trustee herein; but nevertheless, upon the written request of Grantee or of the substitute Trustee, the Trustee ceasing to act shall execute and deliver any instrument transferring to such substitute Trustee, upon the Trusts herein expressed, all the estates, properties, rights, powers, and Trusts of the Trustee so ceasing to act, and shall duly assign, transfer and deliver any of the property and moneys held by such Trustee to the substitute Trustee so appointed in the Trustee's place.

(e) No Representation by Trustee: By accepting or approving anything required to be observed, performed, or fulfilled or to be given to Trustee (on its own behalf or on behalf of Grantee) pursuant to the Credit Agreement and this Security Instrument, including, without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, neither Trustee nor Grantee shall be deemed to have warranted, consented to, or affirmed the sufficiency, legality, effectiveness, or legal effect of the same, or of any term, provision, or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or affirmation with respect thereto by Trustee, either on its own behalf or on behalf of Grantee.

[Signatures follow on next page.]

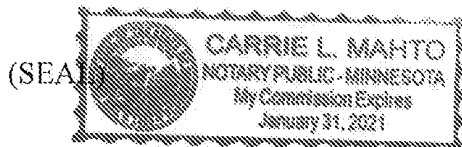
IN WITNESS WHEREOF, the Grantor has caused this Security Instrument to be executed as of the day and year first above written.

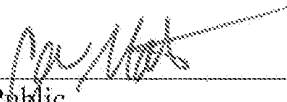
**CYGNUS HOME SERVICE, LLC,
a Minnesota limited liability company**

By: 
Name: Jared Kemper
Title: Vice President & Corporate Secretary

STATE OF MINNESOTA)
COUNTY OF Dakota)

The foregoing instrument was acknowledged before me this 15th day of June, 2020, by Jared Kemper, the Vice President and Corporate Secretary of **Cygnus Home Service, LLC, a Minnesota limited liability company**, on behalf of said company.




Notary Public

My commission expires: 1/31/2021

EXHIBIT A

LEGAL DESCRIPTION

A Parcel of Real Property located in Salt Lake County, Utah, more fully described as follows:

Beginning at the Southwest corner of Lot 7, CENTENNIAL INDUSTRIAL PARK, PHASE V, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder; and running thence South 89°52'37" West 175.00 feet; thence parallel to the Westerly line of said Lot 7, North 0°07'23" West 300.00 feet to a point on the Westerly prolongation of the Northerly line of said Lot 7; thence North 89°52'37" East 540 feet to the Northeast Corner of said Lot 7; thence South 0°07'23" East 270 feet to the point of tangency of a 30.00 foot radius curve to the right; thence Southwesterly 47.12 feet along the arc of said curve through a central angle of 90°00'00"; thence South 89°52'37" West 335 feet to the point of Beginning.

EXCEPTING THEREFROM, in accordance with Executive Order No. 9908, approved on December 5, 1947 (12F.R. 8223), all uranium, thorium, and all other materials determined pursuant to Section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be particularly essential to the production of fissionable material, contained, in whatever concentration in subject property excepted by the United States of America in that certain Quit Claim Deed dated July 11, 1950 and recorded July 19, 1950 as Entry No. 1208478 in book 787 at Page 380 of Official Records.

Parcel No.: 15-18-176-012-0000