



Knight Barry Title, Inc.
400 Wisconsin Ave
Racine, WI 53403
262-633-2479
Fax:262-633-4928

Refer inquiries to: Mary K. Payne (mary@knightbarry.com)
Completed on:2/20/20 10:00 am
Last Revised on:2/20/20 10:00 am
Printed on:2/20/20 10:00 am

Applicant Information

Migdalia Dominguez
WI Dept of Transportation
141 NW Barstow St
Waukesha, WI 53188

Sales Representative:Craig Haskins

Property Information

(Note: values below are from the tax roll)

Effective Date: 12/18/2019 at 8:00 am

Owner(s) of record:The Road Real Estate, LLC, a Kansas limited liability company

Property address:5501 Washington Avenue, Mt Pleasant, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: That part of the Southwest ¼ of Section 13, Township 3 North, Range 22 East, bounded as follows: Commence at the West ¼ corner of said Section 13; run thence South 89° 10' 36" East 2195.15 feet along the East-West ¼ line of said Section 13; thence South 00° 49' 24" West 55.00 feet to a ¾ inch diameter iron pipe stake marking the South line of State Trunk Highway 20 right-of-way and the point of beginning of this description; run thence South 89° 10' 36" East 35.00 feet along said right-of-way; thence South 87° 12' 35" East 145.68 feet along said right-of-way to a ¾ inch diameter iron pipe stake; thence South 49° 25' 54" East 119.34 feet along said right-of-way to a ¾ inch diameter iron pipe stake which is also the West line of State Trunk Highway 31 right-of-way; thence South 16° 04' 49" West 149.86 feet along said right-of-way to a ¾ inch diameter iron pipe stake; thence North 79° 04' 58" West 226.60 feet to a ¾ inch diameter iron pipe stake; thence North 02° 11' 58" West 186.43 feet to the point of beginning of this description. EXCEPTING THEREFROM lands conveyed by deed recorded in Volume 2988 of Records, Page 356, as Document No. 1711725. ALSO EXCEPTING THEREFROM lands conveyed by deed recorded in Volume 3478 of Records, Page 349, as Document No. 1843402. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin.

Tax Key No: 151-03-22-13-155-000

Mortgages / Leases / Land Contracts / UCC

Memorandum of Lease and other matters contained in instrument recorded January 13, 2011, as Document No. 2274325.

Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing from The Road Real Estate, LLC, a Kansas limited liability company to First Franchise Capital Corporation in the amount of \$ dated March 5, 2018 and recorded March 6, 2018, as Document No. 2488147.

Subordination of Lease and other matters contained in instrument recorded March 6, 2018, as Document No. 2488148.

Easements / Restrictions & Other Encumbrances

Public or private rights, if any, in such portion of the Land as may be presently used, laid out, or dedicated in any manner whatsoever for street, highway and/or alley purposes.

Award of Damages and other matters contained in the instrument recorded January 11, 1963 in Volume 767, Page 133 as Document No. 746477. Along with Affidavit recorded May 22, 1964, in Volume 821, Page 128, as Document No. 770017.

Agreement for Mutual Easements and other matters contained in the instrument recorded October 17, 1974 in Volume 1242, Page 204 as Document No. 947300.





Integrity. Experience. Innovation.

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Resolution 3-98 Dissolving the Mount Pleasant Storm Drainage District and other matters contained in the instrument recorded April 27, 2009 as Document No. 2210698.

Easement and other matters contained in the instrument recorded January 20, 1975 in Volume 1251, Page 167 as Document No. 950808.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded February 21, 1975 in Volume 1254, Page 372 as Document No. 952113.

Grant of Non-Exclusive Easement and Construction Agreement and other matters contained in the instrument recorded July 11, 1990 in Volume 2022, Page 888 as Document No. 1314962. Along with Conveyance of Rights in Land recorded April 1, 1999, in Volume 2897, Page 904, as Document No. 1677392

Judgments / Liens

None

General Taxes

This report does not include a search for General Taxes for the year shown in the Effective Date and subsequent years, which are not yet due or payable. This report also does not include a search for special assessments, special taxes or special charges including sewer, water and other municipal charges.

Taxes for the Year 2018 in the amount of \$23,802.45, and all prior years are paid.

Storm, sewer, drainage, water utility and/or sanitary district assessments, if any.

Other Matters

None

Footnotes

This report is intended for the purposes of causing the Property to become a public right of way for road purposes. Consult the Company before using for any other purposes.

Copies of All Deeds, and Documents listed on report are attached.

In accordance with applicant's request, we have made a search of the records in the various public offices of Racine County. This report is for informational purposes only. The liability of the Knight Barry Title Group (Knight Barry Title, Inc., Knight Barry Title Advantage LLC, Knight Barry Title Services LLC, Knight Barry Title United LLC, and Knight Barry Title Solutions Inc.) (the "Company") to the applicant in issuing this report is: (i) for reasonable care in searching in accordance with the applicant's request and, (ii) is limited to a maximum amount of \$1,000.00. This report is not an abstract of title, a title opinion, a title insurance policy or a commitment to issue a policy of title insurance and should not be relied upon in place of such. It is not the intention, express or implied, of the Company to provide any type of guaranty, warranty, or indemnity to any party with respect to the accuracy of the information contained in the report. In order to obtain information from the Company that will carry the full liability of a title insurance commitment/policy, the Company may issue, if requested, a commitment of title insurance and will charge a fee in compliance with rates filed with the office of the Wisconsin Commissioner of Insurance. Section headings within the report are for convenience only and do not modify the scope of the search.





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Further, in accordance with the applicant's request, our search does not include a search through the Wisconsin Office of the Commissioner of Railroads for conveyances and mortgages affecting any portion of the Land which either is or was railroad property (Per Section 190.11, Wis. Stats., all conveyances and mortgages affecting railroad property must be filed with the Wisconsin Office of the Commissioner of Railroads and such record has the same effect as though made in the Office of the Register of Deeds of the County where the land is situated).



65

1079319

2018 Property Record | Racine County, WI

Assessed values not finalized until after Board of Review
Property information is valid as of 11/12/2019 1:02:10 PM

<p style="text-align: center;">Owner Address</p> <p>THE ROAD REALESTATE LLC, 8831 LONG ST LENEXA, KS 66215</p>	<p style="text-align: center;">Owner</p> <p>THE ROAD REALESTATE LLC</p>																																																			
<p style="text-align: center;">Property Information</p> <p><u>Parcel ID:</u> 151-032213155000</p> <p><u>Document #</u> 2274324</p> <p><u>Tax Districts:</u> UNIFIED SCHOOL DISTRICT</p>	<p style="text-align: center;">Property Description</p> <p><i>For a complete legal description, see recorded document.</i></p> <p>PT SW1/4 COM W1/4 COR E2195 S55 TO POB E35 E145 SE119 SW149 NW226 N186 TO POB EXC V3478P349 PT TO 008032213237000 IN 02 FOR 03 ROLL **TOTAL ACRES** 1.09</p> <p><u>Municipality:</u> 151-VILLAGE OF MT PLEASANT</p> <p><u>Property Address:</u> 5501 WASHINGTON AVE</p>																																																			
<p style="text-align: center;">Tax Information</p> <p style="text-align: right;">Print Tax Bill</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Installment</u></th> <th style="text-align: right;"><u>Amount</u></th> </tr> </thead> <tbody> <tr> <td><u>First:</u></td> <td style="text-align: right;">12,254.45</td> </tr> <tr> <td><u>Second:</u></td> <td style="text-align: right;">11,548.00</td> </tr> <tr> <td><u>Third:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Total Tax Due:</u></td> <td style="text-align: right;">23,802.45</td> </tr> <tr> <td><u>Base Tax:</u></td> <td style="text-align: right;">23,166.44</td> </tr> <tr> <td><u>Special Assessment:</u></td> <td style="text-align: right;">706.00</td> </tr> <tr> <td><u>Lottery Credit:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>First Dollar Credit:</u></td> <td style="text-align: right;">69.99</td> </tr> <tr> <td><u>Amount Paid:</u> (View payment history info below)</td> <td style="text-align: right;">23,802.45</td> </tr> <tr> <td><u>Current Balance Due:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Interest:</u></td> <td style="text-align: right;">0.00</td> </tr> <tr> <td><u>Total Due:</u></td> <td style="text-align: right;">0.00</td> </tr> </tbody> </table>	<u>Installment</u>	<u>Amount</u>	<u>First:</u>	12,254.45	<u>Second:</u>	11,548.00	<u>Third:</u>	0.00	<u>Total Tax Due:</u>	23,802.45	<u>Base Tax:</u>	23,166.44	<u>Special Assessment:</u>	706.00	<u>Lottery Credit:</u>	0.00	<u>First Dollar Credit:</u>	69.99	<u>Amount Paid:</u> (View payment history info below)	23,802.45	<u>Current Balance Due:</u>	0.00	<u>Interest:</u>	0.00	<u>Total Due:</u>	0.00	<p style="text-align: center;">Land Valuation</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Code</u></th> <th style="text-align: left;"><u>Acres</u></th> <th style="text-align: left;"><u>Land</u></th> <th style="text-align: left;"><u>Impr.</u></th> <th style="text-align: left;"><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>2</td> <td>1.09</td> <td>\$593,500</td> <td>\$563,800</td> <td>\$1,157,300</td> </tr> <tr> <td></td> <td>1.09</td> <td>\$593,500</td> <td>\$563,800</td> <td>\$1,157,300</td> </tr> <tr> <td colspan="4"><u>Assessment Ratio:</u></td> <td style="text-align: right;">0.9856968380</td> </tr> <tr> <td colspan="4"><u>Fair Market Value:</u></td> <td style="text-align: right;">1174100.00</td> </tr> </tbody> </table>	<u>Code</u>	<u>Acres</u>	<u>Land</u>	<u>Impr.</u>	<u>Total</u>	2	1.09	\$593,500	\$563,800	\$1,157,300		1.09	\$593,500	\$563,800	\$1,157,300	<u>Assessment Ratio:</u>				0.9856968380	<u>Fair Market Value:</u>				1174100.00
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*No data found for Delinquent Tax Summary in 2018



Racine County

Owner (s):

THE ROAD REALESTATE LLC

Location:

Section, Sect. 13, T3N, R22E

Mailing Address:

THE ROAD REALESTATE LLC**8831 LONG ST****LENEXA, KS 66215-0000**

School District:

4620 - UNIFIED SCHOOL DISTRICT

Request Mailing Address Change

Tax Parcel ID Number:

Tax District:

Status:

151-03-22-13-155-000 151-VILLAGE OF MT PLEASANT Active

Alternate Tax Parcel Number: Acres:

1.0900

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):

**PT SW1/4 COM W1/4 COR E2195 S55 TO POB E35 E145 SE119 SW149 NW226 N186 TO POB EXC V3478P349
PT TO 008032213237000 IN 02 FOR 03 ROLL **TOTAL ACRES** 1.09**Site Address (es): *(Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)***5501 WASHINGTON AVE RACINE, WI 53406**

0 Lottery credits claimed

Tax History

* Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2018	\$23,802.45	\$23,802.45	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$23,998.01	\$23,998.01	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$27,709.86	\$27,709.86	\$0.00	\$0.00	\$0.00	\$0.00
2015	\$26,283.18	\$26,283.18	\$0.00	\$0.00	\$0.00	\$0.00
2014	\$24,848.26	\$24,848.26	\$0.00	\$0.00	\$0.00	\$0.00
2013	\$25,894.88	\$25,894.88	\$0.00	\$0.00	\$0.00	\$0.00
2012	\$26,957.61	\$26,957.61	\$0.00	\$0.00	\$0.00	\$0.00
2011	\$24,940.37	\$24,940.37	\$0.00	\$0.00	\$0.00	\$0.00
2010	\$15,800.24	\$15,800.24	\$0.00	\$0.00	\$0.00	\$0.00
2009	\$16,884.43	\$16,884.43	\$0.00	\$0.00	\$0.00	\$0.00
2008	\$15,388.72	\$15,388.72	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$0.00

Interest and penalty on delinquent taxes are calculated to **November 30, 2019.**

31

Document #: **2274324**

Date: 01-13-2011 Time: 9:34 AM Pages: 2

Fee: \$30.00 County: RACINE State: WI

Requesting Party: First American Title Insurance Company - NC

Register of Deeds: RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies

this document has been electronically

recorded and returned to the submitter**

STATE BAR OF WISCONSIN FORM 1 - 2000
WARRANTY DEED

Document Number

This Deed, made between Denny's Realty, LLC, a Delaware limited liability company, as successor in interest to Denny's Realty, Inc., Grantor, and The Road Real Estate, LLC, a Kansas limited liability company, Grantee.

Grantor, for a valuable consideration, conveys to Grantee the following described real estate in Racine County, State of Wisconsin (the "Property") (if more space is needed, please attach addendum):

That part of the South West One-quarter (1/4) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, bounded as follows: Commence at the West 1/4 corner of said Section 13; run thence South 89° 10' 36" East 2195.15 feet along the East-West 1/4 line of said Section 13; thence South 00° 49' 24" West 55.00 feet to a 3/4 inch diameter iron pipe stake marking the South line of S.T.H. #20 right-of-way and the point of beginning of this description; run thence South 89° 10' 36" East 35.00 feet along said right-of-way; thence South 87° 12' 35" East 145.68 feet along said right-of-way to a 3/4 inch diameter iron pipe stake; thence South 49° 25' 54" East 119.34 feet along said right-of-way to a 3/4 inch diameter iron pipe stake which is also the West line of S.T.H. #31 right-of-way; thence South 16° 04' 49" West 149.86 feet along said right-of-way to a 3/4 inch diameter iron pipe stake; thence North 79° 04' 58" West 226.60 feet to a 3/4 inch diameter iron pipe stake thence North 02° 11' 58" West 186.43 feet to the point of beginning of this description. Including rights contained in Easement granted by Midas Realty Corporation, a Delaware corporation, to Denny's, Inc., a California corporation, dated September 18, 1974 and recorded in the office of the Register of Deeds of Racine County, Wisconsin on October 17, 1974 in Volume 1242 of Records at page 204, as Document No. 947300. Said and being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, EXCEPT for property conveyed to State of Wisconsin Department of Transportation recorded December 16, 1999, in Volume 2988 of Records, Page 356, as Document No. 1711725. FURTHER EXCEPTING property conveyed to State of Wisconsin Department of Transportation recorded August 6, 2002, in Volume 3478 of Records, Page 349, as Document No. 1843402. Together with all buildings and improvements erected thereon; Together with all right, title and interest (if any) of Grantor in and to any streets and roads abutting the Property to the center line thereof, as well as any gaps, strips or gores on, around or within the Property; Together with all right, title and interest (if any) of Grantor in, to and under the Property to any hereditaments and appurtenances, and all of the estate and rights of Grantor.

Recording Area **TRANSFER FEE: \$ 3,370.80**

Name and Return Address

The Road Real Estate, LLC

8859 Long Street,

Lenexa, KA 66215

Telephone _____

Together with all appurtenant rights, title and interests.

151 032213155000 and 151 000004050050

Parcel Identification Number (PIN)

This is not homestead property.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except restrictions and easements on record, and will warrant and defend the same. To have and to hold the Property herein conveyed unto the Grantee, its successors and assigns.

Date this 30 day of July, 2010.

Denny's Realty, LLC
By: DFO, LLC, its sole member
By: Denny's, Inc., its sole member

Timothy E. Flemming

*Timothy E. Flemming, Senior Vice President

AUTHENTICATION

Signature(s) _____ authenticated this _____ day of _____,

*

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____ authorized by § 766.06 Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Timothy E. Flemming, P-12-03

203 E. Main Street, Spartanburg, SC 29319

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

*

ACKNOWLEDGMENT
STATE OF WISCONSIN)
South Carolina ss.
Spartanburg County)

Personally came before me this 29 day of July, 2010,
Timothy E. Flemming the above named Senior Vice President to me
known to be the person _ who executed the foregoing instrument and
acknowledged the same.

Alan T. Young

*Alan T. Young
Notary Public, State of Wisconsin

My Commission is permanent. (If not, state expiration date: February
1, 2020.)

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

WARRANTY DEED

STATE BAR OF WISCONSIN

FORM No. 1-2000

Exc

VOL
2988
PAGE
356-357

Document Number

DEED BY CORPORATION

Exempt from fee: s.77.25(2r) Wis. Stats.
DT1548 98 (Replaces RE3005)THIS DEED, made by Denny's Realty, Inc.a corporation duly organized and existing under the laws of the State of Delaware
and duly authorized to transact business in the State of Wisconsin, with its principal place
of business at 203 E Main StCity of Spartanburg County of SpartanburgState of South Carolina GRANTOR, conveys and warrants the
property described below to the State of Wisconsin Department of Transportation,
GRANTEE, for the sum of Twenty One Thousand Seven Hundred Eighty Nine
and 00/100 Dollars(\$ 21,789.00).Any person named in this deed may make an appeal from the amount of compensation
within six months after the date of recording of this deed as set forth in s.32.05(2a)
Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation
stated on the deed shall be treated as the award, and the date the deed is recorded shall
be treated as the date of taking and the date of evaluation.Other persons having an interest of record in the property: State Street Bank and
Trust CompanyLEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF
BY REFERENCE.The undersigned certify that this instrument is being executed pursuant to a resolution of the board of directors (or shareholders, if
authorized by law) of GRANTOR corporation.

CORPORATE ACKNOWLEDGEMENT

Denny's Realty Inc.

(Corporation Name)

Tax Exempt 77.25

2K

Timothy E. Flemming
(Officer - Signature)**TIMOTHY E. FLEMMING**
VICE PRESIDENT

(Officer - Signature)

(Print Name, Title)

(Officer - Signature)

(Print Name, Title)

(Officer - Signature)

(Print Name, Title)

**THIS CONVEYANCE IS EXEMPT
FROM THE TRANSFER FEE
PURSUANT TO SEC. 77.25(2r)**December 7, 1999

(Date)

State of South Carolina

) ss.

Spartanburg County)On the above date, this instrument was acknowledged before me
by the named person(s).Linda M. Ross
(Signature, Notary Public, State of Wisconsin)Linda M. Ross
(Print or Type, Notary Public, State of Wisconsin)

SC

1-14-2009

(Date Commission Expires)

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in Racine County, State of Wisconsin, described as:

That part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, described as follows: Commencing at the center of Section 13; thence North 89°10'36" West 87.14 feet along the north line of said Southwest 1/4 to the reference line of STH 31 and the point of beginning; thence South 16°25'26" West 300.83 feet along said reference line to an extension of the southerly property line of the owner; thence North 79°04'58" West 50.23 feet along said extension to the west line of STH 31; thence North 16°25'26" East 165.65 feet along said west line to a southerly line of STH 20; thence North 56°04'47" West 99.61 feet to a point that is South 00°49'24" West 67 feet and North 89°10'36" West 256.40 feet from said Center of Section 13; thence North 87°47'45" West 194 feet to the west property line of the owner; thence North 02°11'58" West 7.33 along said west line to the south line of STH 20; thence North 00°49'24" East 55 feet to said north line; thence South 89°10'36" East 363.59 feet along said north line to the point of beginning.

This parcel contains **0.033 acres**, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, a **Temporary Limited Easement** for the right to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Racine County, State of Wisconsin, described as : A 21 foot strip of land lying southerly of and adjacent to the above described fee taking. Excepting therefrom the light standards lying within the easement.

This parcel contains **0.102 acres**, more or less.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

1843402

Document Number
DEED BY CORPORATIONExempt from fee: s.77.25(2r) Wis. Stats.
DT1546 98 (Replaces RE3005)THIS DEED, made by Denny's Realty, Inc.

a corporation duly organized and existing under the laws of the State of California
and duly authorized to transact business in the State of Wisconsin, with its principal place
of business at 203 E. Main St.
City of Spartanburg County of Spartanburg
State of South Carolina GRANTOR, conveys and warrants the
property described below to the State of Wisconsin Department of Transportation,
GRANTEE, for the sum of Fifty Eight Thousand Five Hundred and 00/100
Dollars (\$ 58,500.00).

Any person named in this deed may make an appeal from the amount of compensation
within six months after the date of recording of this deed as set forth in s.32.05(2a)
Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation
stated on the deed shall be treated as the award, and the date the deed is recorded shall
be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: Citibank, N.A.; Denny's, Inc.LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF
BY REFERENCE.

The undersigned certify that this instrument is being executed pursuant to a resolution of the board of directors (or shareholders, if authorized
by law) of GRANTOR corporation.

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2002 AUG -6 AM 11:53

REGISTER OF DEEDS

EXC
3478
PAGE
349-351

This space is reserved for recording data

Return to

TRANSPORTATION DISTRICT 2
141 N.W. Barstow St.
Waukesha, WI 53188-3789

Parcel Identification Number / Tax Key Number

51-008-03-22-13-155-000

JW

CORPORATE ACKNOWLEDGEMENT

Denny's Realty Inc.

(Corporation Name)

Timothy E. Flemming
(Officer - Signature)

TIMOTHY E. FLEMMING
VICE PRESIDENT

(Officer - Signature)

(Print Name, Title)

(Officer - Signature)

(Print Name, Title)

(Officer - Signature)

(Print Name, Title)

June 31, 2002

(Date)

State of ~~Wisconsin~~ SOUTH CAROLINA)

) ss.

SPARTANBURG County)

On the above date, this instrument was acknowledged before me
by the named person(s).

Patricia A. Dear
(Signature, Notary Public, State of Wisconsin)

PATRICIA A. DEAR
(Print or Type, Notary Public, State of Wisconsin)

SOUTH CAROLINA

July 31, 2010

(Date Commission Expires)

Project ID 2440-01-20This instrument was drafted by Wisconsin Department of TransportationParcel No. 163

LEGAL DESCRIPTION

Fee Title in and to the following tract of land in Racine County, State of Wisconsin, described as:

That part of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, described as follows: Commencing at the Center of Section 13; thence North 89°10'36" West 87.14 feet along the north line of said Southwest 1/4 to the reference line of STH 31 and the point of beginning; thence South 16°25'26" West 300.83 feet along said reference line to an extension of the southerly property line of the owner; thence North 79°04'58" West 50.23 feet along said extension to the west line of STH 31; thence North 16°25'26" East 165.65 feet along said west line to a southerly line of STH 20; thence North 56°04'47" West 94.12 feet to a point that is South 00°49'24" West 77 feet and North 89°10'36" West 241.05 feet from said Center of Section 13; thence North 87°53'27" West 208.82 feet to the west property line of the owner; thence North 02°11'58" West 10.00 along said west line to the south line of STH 20; thence continuing North 02°11'58" West 7.33 along said west line; thence North 00°49'24" East 55 feet to said north line; thence South 89°10'36" East 363.59 feet along said north line to the point of beginning.

This parcel contains **0.045 acres**, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, all existing, future, or potential common law or statutory easements or **rights of vehicular access** between the right-of-way of the highway, currently designated as STH 20 and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway:

The Easterly 450.73 feet of the Northeast 1/4 of the Southwest 1/4 of said Section 13, as measured along the north line of said Northeast 1/4.

Also, a **Temporary Limited Easement** for the right to construct cut and/or fill slopes, including for such purpose the right to operate the necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon any vegetation that the highway authorities may deem necessary or desirable, in and to the following tract of land in Racine County, State of Wisconsin, described as : A 21 foot strip of land lying southerly of and adjacent to the above described fee taking. Excepting therefrom two light standards, lying within the easement, being

approximately 30 feet and 170 feet east of the west property line of the owner. And also, a 15 foot strip of land 50 foot in length as measured along the west line of STH 31 and lying westerly of and adjacent to the west line of STH 31.

This parcel contains **0.126 acres**, more or less.

The above easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later.

CONVEYANCE OF LANDS FOR HIGHWAY PURPOSES

83.07
(Sec. 48.08)

It having been deemed necessary, for the proper improvement of a County Trunk Highway, to change or relocate a portion thereof through lands owned by The Peoples Church of Mount Pleasant,
(A Corporation).

in the Town of Mt. Pleasant Racine County, and a plat showing the existing location and the proposed change having been filed with the County Highway Committee and with the County Clerk of said County, by the State Highway Commissioner as required by Section 48.08; and the said County Highway Committee having dealt by contract with the owner of said lands; as required by Section 83.07;

KNOW ALL MEN BY THESE PRESENTS, That the said owner, for a valuable consideration, to-wit: the sum of One and No/100 Dollars (\$ 1.00) in hand paid, the receipt of which is hereby acknowledged, do hereby grant and convey to Racine County, Wisconsin, for highway purposes as long as so used, the lands of said owners necessary for said relocation, shown on the said plat and described as follows, to-wit:

All that part of the southwest one-quarter of Section 13, Town 5 North, Range 22 East, Town of Mount Pleasant, Racine County, described as follows:

Beginning at the intersection of the centerline of Racine County Trunk Highway "M" with the centerline of State Trunk Highway No. 20 as now laid out; run thence south 15° 20' west along the centerline of said County Trunk Highway "M" 165.67 feet; thence north 74° 40' west, 33 feet to a point of curve; thence northwesterly along a curve to the left (radius 93.36 feet and whose long chord bears north 37° 20' west 148.46 feet) 171.63 feet to point of tangent of said curve; thence north 35 feet to the center line of said State Trunk Highway No. 20; thence east along the centerline of said Highway No. 20, 165.67 feet to the place of beginning. Excepting from the above described parcel all land previously dedicated for highway purposes and containing 0.08 acre more or less.

The grantor releases all claim to any trees within the said lands, and understands and agrees that the purposes of this agreement include the right to preserve and protect any vegetation existing on the said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway.

A covenant is hereby made with the said Racine County that the said grantor holds the above described premises by good and perfect title; having good right and lawful authority to sell and convey the same; that said premises are free and clear from all liens and encumbrances whatsoever except as hereinafter set forth.

This conveyance shall be binding on the grantor, his successors, executors, assigns and grantees, and the consideration hereinbefore named is acknowledged to be in full payment of all claims of whatsoever nature by the grantor arising through or by reason of the granting and conveying of the said lands.

And

being the owner and holder of certain lien against said premises, do hereby join in and consent to said conveyance free of said lien.

WITNESS the hand and seal of the grantor and the person joining in and consenting to this conveyance, this 18th day of November, 1942.

In Presence of David L. Strickland Walter R. Rowley
Marshall V. Kethers President (SEAL)
Secretary (SEAL)
(SEAL)
(SEAL)

State of Wisconsin }
County } SS.

Personally came before me this _____ day of _____, 19____ the above named _____

to me known to be the persons who signed the foregoing instrument and acknowledged the same.

My commission expires _____

Notary Public

444527
391-37
Dec. 11, 1942

State of Wisconsin }
County } SS.

Personally came before me this _____ day of _____, 19____, the above
named _____

to me known to be the persons who signed the foregoing instrument and acknowledged the same.
My Commission Expires _____

Notary Public

State of Wisconsin }
County } SS.

Personally came before me this _____ day of _____, 19____, the above
named _____

to me known to be the persons who signed the foregoing instrument and acknowledged the same.
My Commission Expires _____

Notary Public

CORPORATE ACKNOWLEDGMENT

State of Wisconsin }
RACINE County } SS.

On this 18th day of November, A.D. 1942, before me, the undersigned, personally
appeared WALTER R. ROWLEY and
DAVID M. WALKER to me personally known, who being by me duly sworn,
did say that they are respectively _____ President and _____ Secretary
of
The Peoples Church of Mount Pleasant, a _____ Corporation;

that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said
instrument was signed and sealed in behalf of said Corporation by authority of its Board of Direc-
tors and said Walter R. Rowley and David M. Walker

severally acknowledged said instrument to be the free act and deed of said Corporation.

My Commission Expires Dec. 12, 1943.

Amos L. Strike
Notary Public
RACINE COUNTY, WISCONSIN.

464527

Walter R. Rowley

To _____

County _____

Conveyance of Lands
for Highway Purposes

Register's Office
Racine County, Wis. } SS.

Received for record this 11
day of December, A.D. 1942,
at 3:31 o'clock P.M., and
recorded in Vol. 391
of Deeds on Page 37-38
Jesse F. Peterson
Register of Deeds
By Mabel H. Shepard
1.03 m.p.

746477

RECEIVED FOR RECORD
 Racine County, Wis.
 Received for Record 11th day of
 January, A.D., 1963 at 4:36
 o'clock P.M. and recorded in Volume 767
 of Deeds on page 133

AWARD OF DAMAGES

BY STATE HIGHWAY COMMISSION OF WISCONSIN

Section 84.09(2)

Stanley F. Bialecki
 Register of Deeds

2.00

This award of damages is made pursuant to a relocation order of the State Highway Commission of Wisconsin, dated November 12, 1962, and filed in the office of the County Clerk of Racine County, for the improvement of State Trunk Highway 20, in Racine County.

The State of Wisconsin has determined it necessary to acquire for the purpose set forth in and in accordance with said relocation order, a parcel of real estate, and/or rights therein, as hereinafter set forth, in and to which the following persons have an interest: Mount Pleasant Evangelical Lutheran

Church, a Wisconsin Religious Corporation, First National Bank & Trust Company of Racine, a

National Banking Association

The interest acquired by this award is for

Fee Title to that part of the northeast one-quarter of the southwest one-quarter of Section 13, Township 3 North, Range 22 East, bounded and described as follows:

Begin at a point in the north line of said southwest one-quarter which is 51.72 feet North 89° 11' 54" West of the center of said section; thence South 16° 24' 34" West 399.55 feet along the centerline of State Trunk Highway 31; thence westerly along the owner's southerly property line to a point which is 50 feet North 73° 35' 26" West of said centerline; thence North 16° 24' 34" East to a point 140 feet South 16° 24' 34" West and 50 feet North 73° 35' 26" West of the point of beginning; thence northwesterly to a point 180 feet North 89° 11' 54" West and 60 feet South 00° 48' 06" West of the point of beginning; thence northwesterly to a point in the owner's west property line which is 55 feet South 00° 48' 06" West of the north line of said southwest one-quarter; thence northerly along said property line, to the north line of said southwest one-quarter; thence South 89° 11' 54" East 328.50 feet to the point of beginning.

The parcel contains approximately 0.30 acre, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, the Right of Access, including all existing, future or potential common law or statutory easements or rights of access between any traveled way of State Trunk Highway 20, the the following described land of the owner where it abuts upon said highway. Said lands comprise a tract of land in Racine County, State of Wisconsin, described as:

The east 180 feet of lands described in Volume 605 of Deeds on Page 53 and being part of the east 231.72 feet of the northeast one-quarter of the southwest one-quarter of Section 13, Township 3 North, Range 22 East.

Also all rights of access between any traveled way of State Trunk Highway 31, and the previously described abutting remaining real property where it abuts westerly of State Trunk Highway 31 and within 140 feet southwesterly of the north line of the southwest one-quarter of said Section 13.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on January 1, 1963.

The State Highway Commission of Wisconsin, having complied with all jurisdictional requirements pursuant to law hereby makes this award of damages to the above-named persons having an interest in said parcel of real estate, in the sum of Six thousand nine hundred fifty and no/100 Dollars (\$6,950.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

RECEIVED FOR RECORD

DAY OF _____
 A.D., 19____, AT _____
 O'CLOCK _____M. AND RECORDED IN VOL. _____
 OF _____ PAGE _____

REGISTER OF DEEDS

COUNTY

STATE HIGHWAY COMMISSION OF WISCONSIN

By Stanley F. Bialecki Secretary

Pursuant to authority granted by motion duly made, seconded, and adopted this 4th day of January, 1963

This instrument was drafted by the State Highway Commission of Wisconsin

Parcel No. 269Project T-065-1(3)

VOL 767 PAGE 133

767-133

Jan. 11, 1963

Affidavit Rec. Vol. 821 Page 128

770017

AFFIDAVIT

STATE OF WISCONSIN
COUNTY OF RACINE

VOL 821 PAGE 128

Register's Office
Racine County, Wis. } ss.Received for Record 22 day of
May A.D. 1964 at 11:16
o'clock A.M. and recorded in Volume 821
of Records on page 128-129Stanley F. Bialacki
Register of Deeds 15

James T. Fetzer, being duly sworn on oath deposes and says that he is an employee of the State Highway Commission of Wisconsin:

1. That he was in charge of a certain survey made in Racine County for the purpose of a highway improvement known as Project T 065-1(3).
2. That the center of Section 13 as shown upon the Relocation Order, dated July 29, 1963, filed in the Office of the County Clerk for Racine County, showing the center of Section 13, Township 3 North, Range 22 East, was considered to be a FK Nail.
3. That a further survey to locate the center of the section was made by the State Highway Commission in accordance with government regulations.
4. That the distance and bearing from the center of said section 13 along the north line of the southwest one-quarter to the intersection with the centerline of S.T.H. 31 was shown as being 51.72 feet North 89° 11' 54" West.
5. That the correct distance and bearing from the center of said section 13 along the north line of the southwest one-quarter to the intersection with the centerline of S.T.H. 31 is 80.93 feet North 89° 10' 18" West.
6. That it was further determined that the center of said section 13 is 2634.67 feet North 89° 10' 18" West of the east one-quarter corner, 2639.80 feet South 89° 10' 18" East of the west one-quarter corner, 2644.32 feet North 1° 56' 48" West of the south one-quarter corner and 2646.90 feet S 1° 56' 48" East of the north one-quarter corner of said section.
7. That the correct location of the center of said section and further survey were incorporated into the relocation order, dated December 30, 1963.
8. That this change will affect the following recorded instrument:

Parcel	Document	Volume of Records	Page	Owners
269	746477	767	133	Mount Pleasant Evangelical Lutheran Church, a Wisconsin Religious Corporation

Corrected description for the above parcel is as follows:

Fee title to that part of the northeast one-quarter of the southwest one-quarter of Section 13, Township 3 North, Range 22 East, bounded and described as follows:
Begin at a point in the north line of said southwest one-quarter which is 80.93 feet North 89° 10' 18" West of the center of said section; (said center of section is 2634.67 feet North 89° 10' 18" West of the east one-quarter corner, 2639.80 feet South 89° 10' 18" East of the west one-quarter corner, 2644.32 feet North 1° 56' 48" West of the south one-quarter corner and 2646.90 feet South 1° 56' 48" East of the north one-quarter corner of said section); thence South 16° 24' 34" West 399.55 feet along the centerline of S.T.H. 31; thence westerly along the owner's southerly property line to a point which is 50 feet North 73° 35' 26" West of said centerline; thence North 16° 24' 34" East to a point 140 feet South 16° 24' 34" West and 50 feet North 73° 35' 26" West of the point of beginning; thence northwesterly to a point 180 feet North 89° 10' 18" West and 60 feet South 0° 49' 42" West of the point of beginning; thence northwesterly to a point in the owner's west property line which is 55 feet

770017

821-128

May 22, 1964

South 0° 49' 42" West of the north line of said southwest one-quarter; thence northerly along said property line, to the north line of said southwest one-quarter; thence South 89° 10' 18" East 328.50 feet to the point of beginning.

The parcel contains approximately 0.30 acre, exclusive of lands previously conveyed or dedicated for highway purposes.

Also, the Right of Access, including all existing, future or potential common law or statutory easements or rights of access between any traveled way of State Trunk Highway 20, and the following described land of the owner where it abuts upon said highway. Said lands comprise a tract of land in Racine County, State of Wisconsin, described as:

The east 180 feet of lands described in Volume 605 of Deeds on page 53 and being part of the east 260.93 feet of the northeast one-quarter of the southwest one-quarter of Section 13, Township 3 North, Range 22 East.

Also all rights of access between any traveled way of State Trunk Highway 31, and the previously described abutting remaining real property where it abuts westerly of S.T.H. 31 and within 140 feet southwesterly of the north line of the southwest one-quarter of said Section 13.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 20th day of May, 1964.

Signed and Sealed in Presence of:

James T. Fetzer (SEAL)
James T. Fetzer

Robert E. Argaves
Norman D. Oberbeck

Personally appeared before me this 20th day of May, 1964, the above named James T. Fetzer, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Ernest T. Pearson, Jr.
Notary Public, Walworth County, Wis.
My Commission Expires July 9, 1967

This instrument drafted by the
State Highway Commission of Wisconsin

VOL 605 PAGE 53

This Indenture, Made this 14th day of February, A.D. 19 57

between THE EVANGELICAL LUTHERAN CHURCH OF THE ATONEMENT OF RACINE, WISCONSIN, Religious

a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Racine,

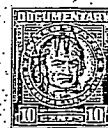
Wisconsin, party of the first part, and MOUNT PLEASANT EVANGELICAL LUTHERAN CHURCH, a Religious Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at the Town of Mount Pleasant, County of Racine and State of Wisconsin, party of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration,

to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors, Town of Mt. Pleasant, and assigns forever, the following described real estate, situated in the County of Racine and State of Wisconsin, to-wit:

That part of the Southwest Quarter of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, bounded as follows: Begin at the point marking intersection of center line of the Green Bay Road with the East and West Quarter line of said Section 13, said point being 107.25 feet West of the center of said Section 13; thence South 15 degrees 20 minutes West 399.55 feet on the center line of Green Bay Road; thence North 80 degrees 15 minutes West 207.25 feet; thence North 3 degrees 5 minutes West 351.50 feet to the East and West Quarter line of said Section 13; thence East 328.5 feet to the place of beginning.

EXCEPTING therefrom that part thereof conveyed to Racine County by Deed recorded in the Office of the Register of Deeds for Racine County, Wisconsin, in Volume 391 of Deeds on page 37, Document No. 464527.



This conveyance is made subject to a certain mortgage to First National Bank and Trust Company of Racine, a National Banking Association, and Bank of Franksville, a Wisconsin Banking Corporation, in the sum of \$60,000.00, dated September 30, 1953, and recorded in the office of the Register of Deeds for Racine County, Wisconsin, in Volume 538 of Mortgages on page 7; which mortgage the above named grantee hereby assumes and agrees to pay.



Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To have and to hold the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors, and assigns FOREVER.

658824

605-53

Feb. 15, 1957

And the said The Evangelical Lutheran Church of the Atonement of Racine, Wisconsin,
 party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said part Y
 of the second part, its successors ~~here~~ and assigns, that at the time of the ensembling and delivery of these
 presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate
 of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, except
as hereinbefore mentioned,

and that the above bargained premises in the quiet and peaceable possession of the said part Y of the second part,
its successors ~~here~~ and assigns, against all and every person or persons lawfully claiming the whole or
 any part thereof, it will forever WARRANT and DEFEND.

In Witness Whereof, the said The Evangelical Lutheran Church of the Atonement of Racine, Wisconsin,
 party of the first part, has caused these presents to be signed by Jerome Miller
 its President, and countersigned by Dexter D. Black its Secretary,
 at Racine Wisconsin, and its corporate seal to be hereunto affixed,
 this 14th day of February, A. D., 1957

Signed and Sealed in Presence of

Eleanor Steele
 Eleanor Steele
Margaret Jensen
 Margaret Jensen

THE EVANGELICAL LUTHERAN CHURCH OF THE
 ATONEMENT OF RACINE, WISCONSIN

Jerome Miller President
 Countersigned: Dexter D. Black Secretary
Dexter D. Black

STATE OF WISCONSIN,

Racine County, ss.

Personally came before me, this 14th day of February, A. D., 1957,
Jerome Miller President, and Dexter D. Black Secretary
 of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me
 known to be such President and Secretary of said Corporation, and acknowledged
 that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority

John Peyton

Notary Public Racine County, Wis.

My Commission expires 10-12 A. D., 1959

(Section 59.51(1) of the Wisconsin Statutes provides that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary)

No. 658824

THE EVANGELICAL LUTHERAN
 CHURCH OF THE ATONEMENT OF
 RACINE, WISCONSIN

TO

MOUNT PLEASANT EVANGELICAL
 LUTHERAN CHURCH

WARRANTY DEED

REGISTERS OFFICE,
 STATE OF WISCONSIN

Racine County

Received for Record this 14 day of

February A. D. 1957

at 12:20 o'clock P.M., and recorded in

Vol. 605 of Deeds on page 53-54

Stanley J. Bralich
 Register of Deeds

Deputy

1150

THIS AGREEMENT made and entered into this 18th day of September, 1974, by and between MIDAS REALTY CORPORATION, a Delaware corporation, hereinafter referred to as "Midas," and DENNY'S, a California corporation, hereinafter referred to as "Denny's";

W I T N E S S E T H :

WHEREAS, Midas is, or will be the Owner in fee simple of the following described premises, to wit:

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine, Wisconsin, bounded as follows: Commence at the West 1/4 corner of Section 13; run thence South 89° 10' 36" East 2,507.59 feet along the East-West 1/4 line of said Section 13; thence South 16° 04' 49" West 291.14 feet along West line of STH #31 to the point of beginning. Continuing thence South 16° 04' 49" West 99.48 feet along said right of way; thence North 79° 04' 58" West 165.92 feet to a 3/4" diameter iron pipe stake; thence North 04° 18' 45" East 99.74 to a 3/4" diameter iron pipe stake; thence South 79° 04' 58" East 186.36 feet to the point of beginning. Said parcel contains .4 acres.

WHEREAS, Denny's is or will be the Owner in fee simple of the premises adjacent to and contiguous with the North line of the above-described property owned by Midas and described as follows:

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, Racine County, Wisconsin, bounded as follows: Commence at the West 1/4 corner of said Section 13; run thence S89°10'36" E 2195.15 feet along the East-West 1/4 line of said Section 13; thence S00°49'24"W 55.00 feet to a 3/4" diameter iron pipe stake marking the South line of S.T.H. #20 right-of-way and the point of beginning of this description; run thence S89°10'36"E 35.00 feet along said right-of-way; thence S87°12'35"E 145.68 feet along said right-of-way to a 3/4" diameter iron pipe stake; thence S49°25'54"E 119.34 feet along said right-of-way to a 3/4" diameter iron pipe stake which is also the West line of S.T.H. #31 right-of-way; thence S16°04'49"W 149.86 feet along said right-of-way to a 3/4" diameter iron pipe stake; thence N79°04'58"W 226.60 feet to a 3/4" diameter iron pipe stake; thence N02°11'58"W 186.43 feet to the point of beginning of this description. Said parcel contains 1.126 acres.

WHEREAS, Midas desires to obtain from Denny's an easement for ingress and egress to and from Green Bay Road (State Highway 31) over and across a portion of Denny's property and Denny's desires to give such an easement; and

WHEREAS, Denny's desires to obtain from Midas an easement for ingress and egress to and from Green Bay Road (State Highway 31) over and across a portion of Midas' property and Midas desires to give such an easement;

947300

1242-204

Oct. 17, 1974

NOW, THEREFORE, for and in consideration of \$10.00 and good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party from the other and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

1. Midas hereby grants to Denny's an easement for the purpose of ingress and egress to and from Denny's property to Green Bay Road (State Highway 31) over and across that portion of Midas' property described in Exhibit "A". attached hereto and made part hereof, and Denny's hereby grants to Midas an easement for the purpose of ingress and egress to use from Midas' property to State Highway 31 to Midas over and across that portion of Denny's property described on said Exhibit "A". Such entrance and exit shall remain 30 feet in width and a path of at least 60 feet in length shall be maintained and kept open and free of all obstructions and vehicles in the general area as marked on Exhibit "A".

2. The said easements for ingress and egress shall be perpetual and non-exclusive.

3. These easements are for the use by vehicles and foot traffic of the business invitees and employees of the parties.

4. Each party shall keep its property subject to this grant of easement in good repair at its own expense.

5. The parties further agree that the entrance/exit and curb cut shown on Exhibit "A" on Green Bay Road which is partly on the property of Midas and partly on the property of Denny's shall be constructed as shown on Exhibit "A" with each party constructing the part on its property and sharing the cost of such construction equally.

6. Each party hereto agrees to indemnify and hold the other party harmless from any claim, demand, cause of action, asserted against the other party by its business invitees or employees arising out of the use of the easements granted hereunder.

7. The benefits and obligations of the agreement shall inure to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals the day and year first above written.

ATTEST:

Thomas P. Choe
Secretary

MIDAS REALTY CORPORATION

By R. J. Blachek
R. J. Blachek, Vice President

DENNY'S, INC.

ATTEST:

James L. Vandenberg
James L. Vandenberg, Asst. Secretary

By John W. Landis, Jr.
John W. Landis, Jr., Vice President

STATE OF California)
COUNTY OF Los Angeles) SS.

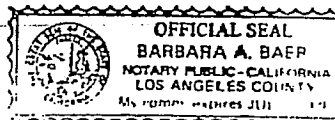
I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that John W. Landis, Jr. personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 23rd day of September, 1974

My commission expires:

June 2, 1978

Barbara A. Baer
NOTARY PUBLIC

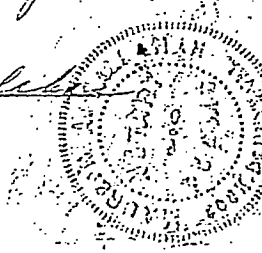


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that R. J. Klarchek personally known to me to be the Vice President of Midas Realty Corporation, a Delaware corporation, and _____ personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and severally acknowledged that as such Vice President and Secretary, they signed and delivered the said instrument as Vice President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

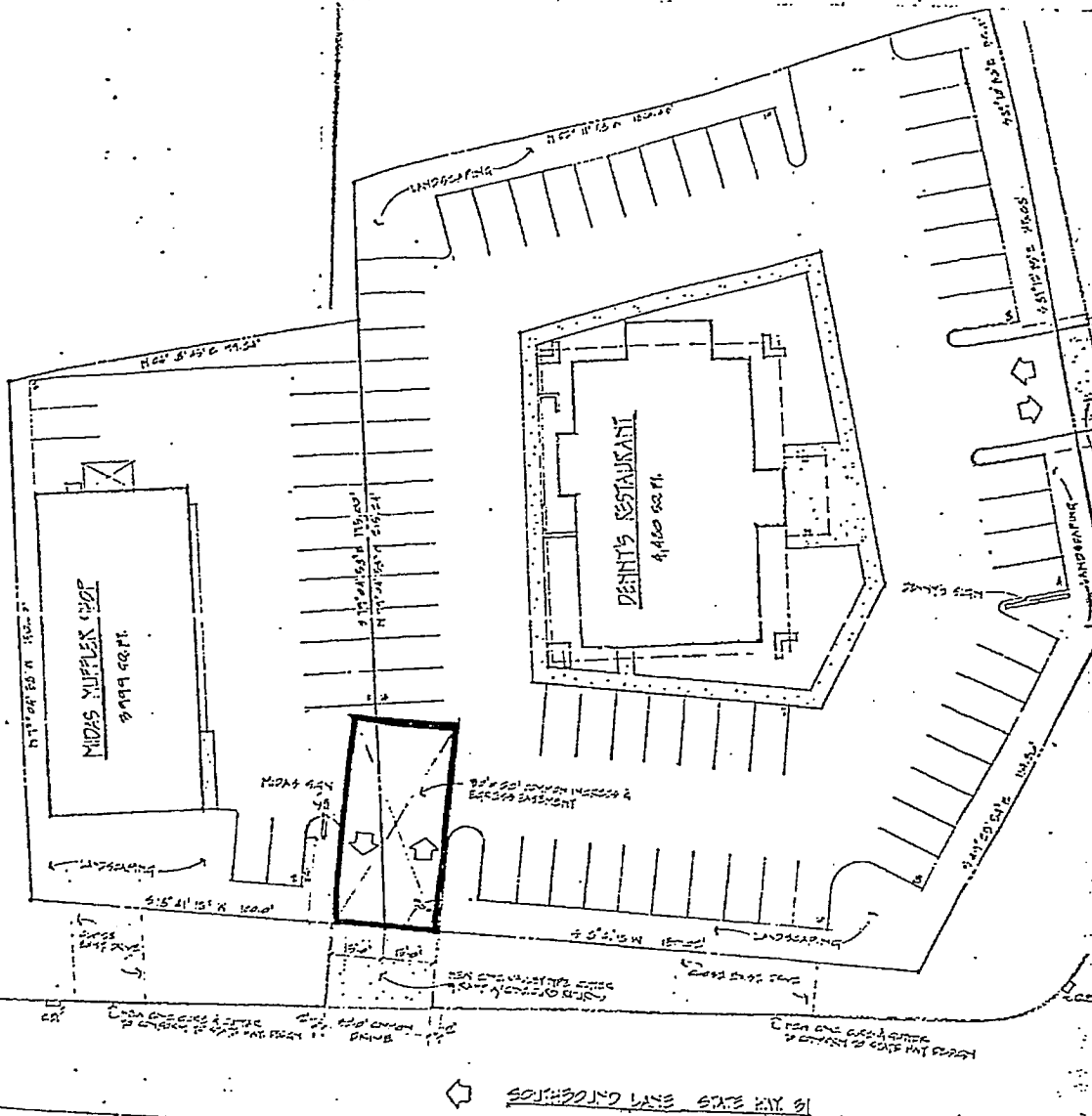
GIVEN under my hand and official seal this 19th day of September 1974.

Maureen Callahan
NOTARY PUBLIC

A circular notary seal for Maureen Callahan, Notary Public, State of Illinois. The seal contains the text "NOTARY PUBLIC" and "STATE OF ILLINOIS" around the perimeter, with a central emblem.

MY commission expires:

August 1978



Register's Office } SS 947300
 Racine County, Wis.

Received for Record 17th day of
 October A.D., 1974 at 10:49
 o'clock A.M. and recorded in Volume 1242
 of RECORD on page 204-208

EXHIBIT "A"

Stanley J. Bialecki
 6.00 Register of Deeds

Register's Office
Racine County, Wis.

950808

Received for Record

20th day of
January A.D. 1975 at 8:05
o'clock P.M. and recorded in Volume 1251
of Records on page 167-168

EASEMENT

Stanley J. Bischoff
3.00 & Registrar of Deeds

This indenture, made as of the 6th day of January, 1975, by and between DENNY INC., a California corporation, GRANTOR, and Racine Water Utility, a municipal corporation of the State of Wisconsin, its successors and assigns, GRANTEE.

WITNESSETH:

That said Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by said Grantee, and other valuable considerations, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto said Grantee an easement for water with the necessary appurtenances, over, through, across, and upon said land with the right at such times as may be necessary for said Grantee to enter upon said land for the purposes of construction, repairing, altering, or reconstruction of said water line over a strip of land 10 feet in width lying contiguous to and parallel with the most easterly line of that property being part of its premises in the Southwest 1/4 of Section 13 - Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin, said premises being more particularly described in that certain Warranty Deed recorded the 15th day of October, 1974, in the office of the Registrar of Deeds for Racine County in Volume 1242 of Deeds, at page 8, as document No. 947168.

DENNY'S, INC.

John W. Landis, Jr.
John W. Landis, Jr., Vice Pres.

Roger K. Mercier
Roger K. Mercier, Secretary

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.

On January 9, 1975 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared John W. Landis, Jr.,
known to me to be the Vice President, and Roger K. Mercier,
known to me to be the Secretary of the corporation that executed the

within instrument, known to me to be the persons who executed the
within instrument on behalf of the corporation therein named, and
acknowledged to me that such corporation executed the within
instrument pursuant to its by-laws or a resolution of its board of
directors.

Signature: [Signature]

Vol. 1251 PAGE 167

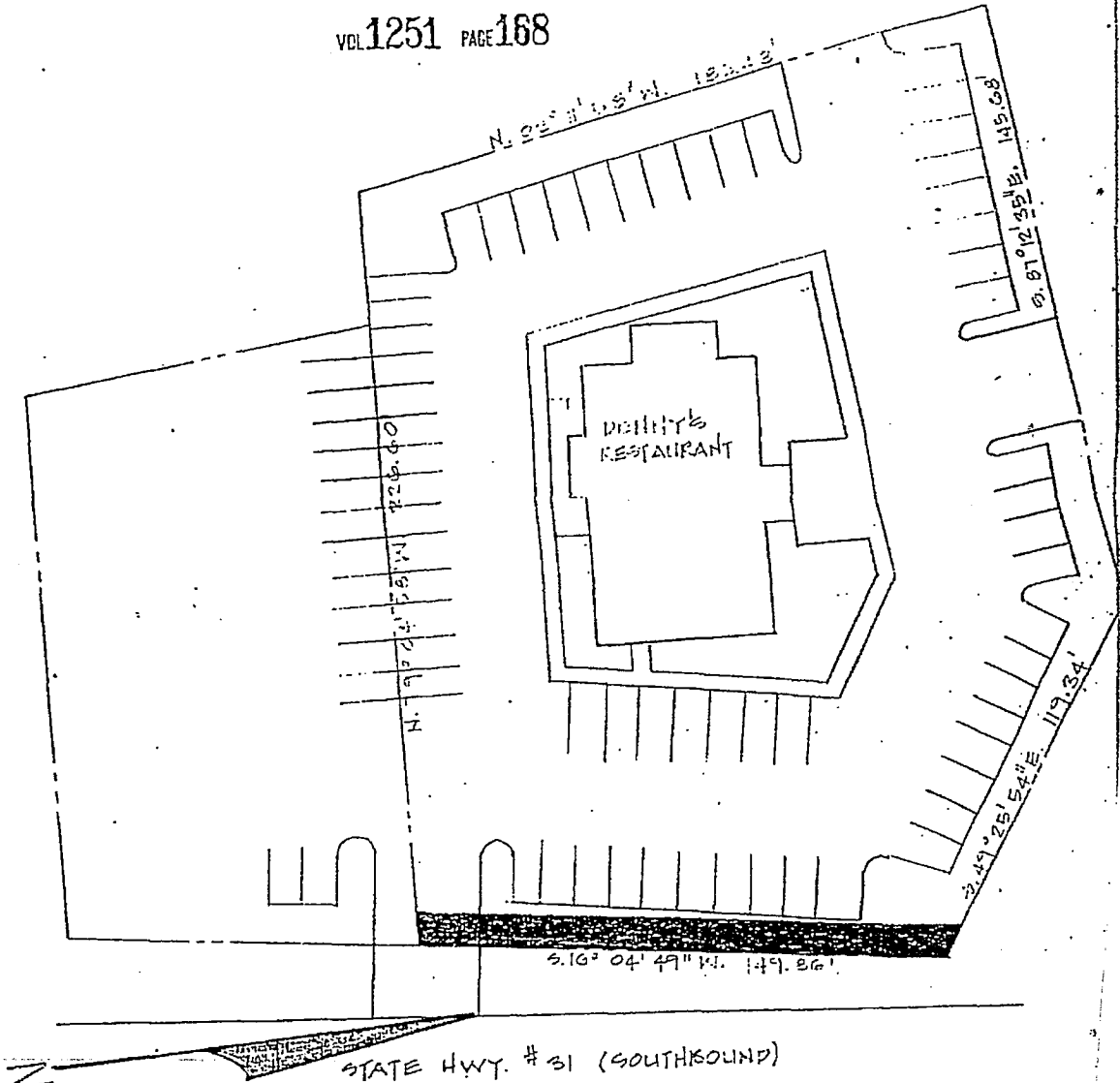
FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
DEE NEHER
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires March 20, 1978

950808

1251-167

Jan. 20, 1975



STATE HWY. # 31 (SOUTHBOUND)

EXHIBIT 'A'

owner, and grantor, do es hereby convey unto

grantee, its successors and assigns, the right, permission and authority to construct, install, operate, repair, maintain and replace a line of poles, together with the necessary crossarms, transformers, anchors, guy wires, bracing and other appliances necessary and usual in the conduct of its business, and to string, operate, maintain and replace wires thereon, and to construct, install, operate, maintain and replace conduit and cables underground, together with riser equipment, pedestals, terminals, markers, manholes and other appurtenant equipment; also the right to construct, install, operate, maintain and replace (an) electric pad-mounted transformer(s), (an) electric pad-mounted switch-fuse unit(s), together with (a) concrete slab(s), secondary power pedestal(s) and other necessary and usual appurtenant equipment above ground, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, upon, along, over, across, within

Range Twenty-two (22) East, Town of Mt. Pleasant, Racine County, Wisconsin.

The location of the easement ~~strip (area)~~ ~~location~~ of the easement hereinbefore granted with respect to the premises of the grantor..... is as shown on the drawing attached hereto, marked Exhibit "A" and made a part hereof.

[illegible]

The right, permission and authority is also granted said grantee, its successors and assigns, to trim and keep trimmed all trees now or hereafter existing along said lines so that they will clear wires strung not less than eighteen (18) feet above the presently existing ground level, by as much as five (5) feet, and so that the trees will not be liable to interfere with the transmission of electricity over said lines; also the right to cut down certain trees and/or brush where it is found impractical to maintain clearance by trimming, or where said trees and/or brush interfere with the installation or maintenance of underground facilities or represent a hazard to such facilities.

The grantor, its heirs, successors and assigns, covenants and agrees that no building or structure will be erected over and/or under or placed in such close proximity to said underground and/or above ground electric facilities as to create a violation of the Wisconsin State Electrical Code or any amendments thereto.

The grantor, its heirs, successors and assigns, further covenants and agrees that the elevation of the existing ground surface within the easement areas will not be altered by more than four (4) inches without the written consent of grantee.

The grantee and its agents shall have the right to enter the premises of the undersigned for the purpose of exercising the rights herein acquired, but the grantee agrees to restore or cause to have restored, the premises of the undersigned, as nearly as is reasonably possible, to the condition existing prior to such entry by the grantee or its agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities or to any brush or trees which may be removed at any time pursuant to the rights herein granted.

This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

05213

273

Feb 21 1975

This instrument was drafted by Robert C. Just on behalf of Wisconsin Electric Power Company.

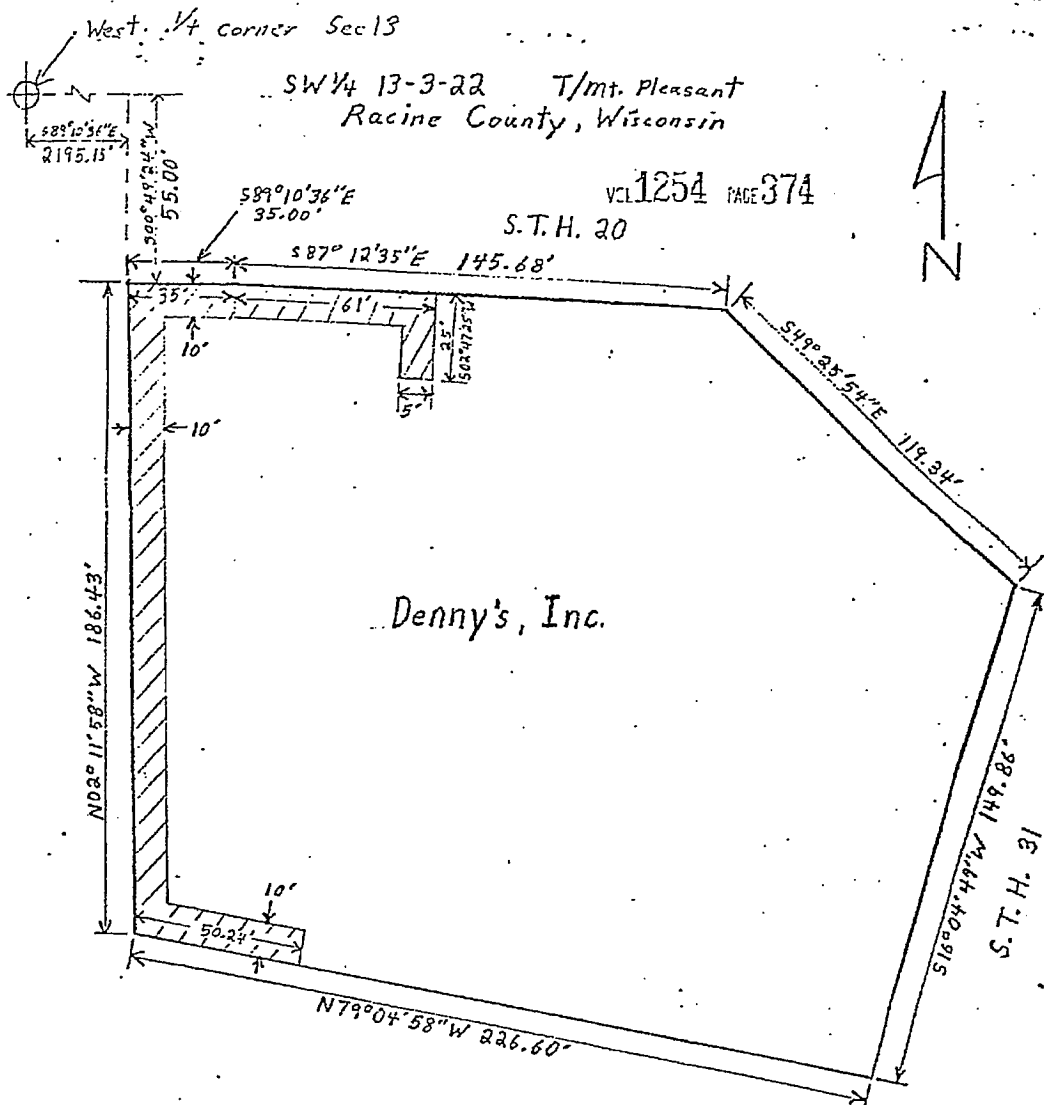


Exhibit A

O.H.*U.G. Easement

952113

Record's Office
Racine County, Wis.
21st day of
February, 1954 at 10:30
clock A.M. and recorded in Volume 1254
of Records on page 374

Barry J. Rink
Register of Deeds

4.00

Register's Office
Racine County, Wis. } SS

Received for Record 11th day of

July A.D. 1990 at 1:03

o'clock P.M. and recorded in Volume 2022

of Records on page 888

1314962

Ret:

Dye

#35

GRANT OF NON-EXCLUSIVE EASEMENT
AND CONSTRUCTION AGREEMENT

Helen M. Schuttler

THIS GRANT OF NON-EXCLUSIVE EASEMENT AND CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into this 25th day of May, 1990, by and among DENNY'S, INC., a California corporation, with a principal office address of 3345 Michelson Drive, Suite #200, Irvine, California 92715 ("Denny's"), and the TOWN OF MT. PLEASANT and the CITY OF RACINE, Municipal Corporations, and the CITY OF RACINE WATER DEPARTMENT, with a principal office address of 6126 Durand Avenue, Racine, Wisconsin 53406 (jointly and severally referred to as the "Municipality").

RECITALS

- A. Denny's is the owner of that certain parcel of land located in Racine County, Wisconsin (Parcel 008-03-22-13-155-000), which contains various improvements including a paved parking lot, underground utilities, landscaping and a building which is currently known as Denny's restaurant #1032 (the "Denny's Premises").
- B. The Municipality has authorized the construction of a new water-main system (the "Project"), the majority of which is to be installed along and within that certain public right-of-way, commonly known as Washington Avenue (S.T.H. "20"), which adjoins and abuts the northerly boundary line of the Denny's Premises.
- C. Denny's and the Municipality have identified the need for easements over and within a portion of the Denny's Premises in order to expedite construction of the Project and to alleviate working space constraints within the area intended for the Project improvements.
- D. The Municipality desires to obtain and Denny's is willing to grant certain non-exclusive easements to facilitate construction of the Project.

AGREEMENT

1. **GRANT OF EASEMENTS:**
Denny's does hereby grant, bargain, sell and convey to the Municipality certain non-exclusive easements (the "Easements") in accordance with the following:
 - a. A permanent non-exclusive easement for trenching, excavation and shoring as required for the installation, construction and future maintenance of an adjoining water-main and appurtenances thereto, said easement to be that certain strip of land within the Denny's Premises, identified as PERMANENT EASEMENT - FIVE FEET WIDE (the "Strip"), more particularly described in Exhibit "A" and depicted on Exhibit "B," which are attached hereto and made a part hereof. It is expressly understood among the parties hereto that said water-main and appurtenances thereto will not be situated on or located within the Strip.
 - b. A temporary non-exclusive easement for the purpose of ingress and egress to the Strip, as required for the initial installation, construction and/or future maintenance of said water-main and appurtenances thereto, within that certain unpaved area between the Strip and Denny's paved parking lot. Said area is depicted as TEMPORARY CONSTRUCTION EASEMENT on said Exhibit "B."

2. **NATURE OF EASEMENTS:**

It is hereby understood and agreed among the parties hereto that all Easements, rights and privileges granted herein are non-exclusive in nature and are solely for the purposes set forth in paragraph 1 above. It is further understood and agreed that the Municipality shall have the right to enter, excavate, perform and complete all work expeditiously and with due caution in order to avoid damage to or disruption of sub-surface utilities within or adjoining the Denny's Premises, including but not limited to electrical cables and landscape irrigation systems. The Municipality further agrees that all excavation and related work which may affect Denny's business operations shall be coordinated with Denny's appropriate local manager or designated representative. The Municipality further agrees that such excavation and related construction shall be performed so as not to unreasonably interfere with the use and enjoyment of the Denny's Premises and the Easements area by Denny's and its employees, customers and invitees. The Municipality further agrees that all improvements currently existing within the Denny's Premises which are removed, damaged or disturbed, including but not limited to paving, striping, curbs, utilities, landscaping and irrigation shall be replaced, repaired or restored (with materials and workmanship to be equal to or better than the affected property and improvements) to the condition in which they existed prior to the commencement of construction of the Project.

3. **INGRESS AND EGRESS:**

The Municipality, on behalf of itself and its agents, contractors and designees, also agrees that no less than one-half of the driveway or accessway serving the Denny's Premises, will remain open and non-obstructed at all times and shall not be closed, blocked or barricaded in such a manner so as to disrupt, barricade or make ingress-egress impossible or substantially difficult.

4. **MAINTENANCE OF UNDERGROUND WATER SYSTEM:**

The Municipality also agrees that after completion of the Project hereby contemplated, the Municipality shall, at its sole cost and expense, maintain, repair and restore the underground water-main and appurtenances thereto, as necessary.

5. **SAVE HARMLESS:**

The Municipality also agrees to defend, hold harmless and indemnify Denny's from any and all liens, encumbrances, damage, cost, claims, litigation and causes of action arising from the installation, repair, maintenance, removal, replacement or other work done by the Municipality or on its behalf in connection with all construction, maintenance and related activities of the Project.

6. **BENEFIT:**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. **NOTICES:**

Any notice or correspondence pertaining to the Project shall be made in writing, and either personally delivered or sent to the appropriate party at the address indicated above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above-written.

TOWN OF MOUNT PLEASANT,
CITY OF RACINE,
and CITY OF RACINE WATER DEPT.

Denny's, Inc.,
a California corporation.

By: N. Owen Davies
N. Owen Davies, Mayor
ATTEST: Anthony J. Schlaffer
Anthony J. Schlaffer, City Clerk

By: Thomas A. Whit

Its: General Manager

By: Thomas A. Whit

Its: General Manager

RACINE WATER UTILITY

By: John H. Renninger

Its: Vice President

By: John H. Renninger

Its: Assistant Secretary

Approved as to form

City Attorney

CORPORATE ACKNOWLEDGMENT

State of California
County of Orange } SS.

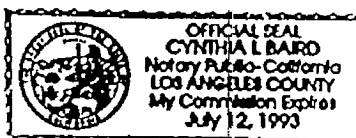
On this 25th day of May, 1990, before me,

Cynthia L. Baird
the undersigned Notary Public, personally appeared

Terrence J. Wallock & John H. Renninger
☒ personally known to me

☐ proved to me on the basis of satisfactory evidence
to be the person(s) who executed the within instrument as Vice President
& Assistant Secretary or on behalf of the corporation therein
named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

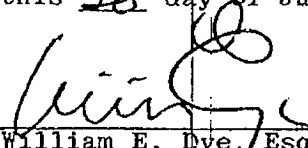


Cynthia L. Baird
Notary's Signature

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT.
Title or Type of Document Grant of Non-Exclusive Easement
Number of Pages 5 Date of Document 5-25-90
Signer(s) Other Than Named Above _____

AUTHENTICATION

The signatures of N. Owen Davies, Anthony J. Schaffner
Thomas H. White and Mary Carrington
are hereby authenticated this 30 day of June, 1990.



William E. Dye, Esq.

NO. 202

1304 7164

Vol 2022 p. 891

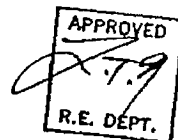
PERMANENT EASEMENT
FIVE FEET WIDE

Part of the Southwest 1/4 of Section 13, Town 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin, described as:

Commencing at the center of said Section 13; thence North 89° 11' 54" West along the East-West 1/4 Section line, 450.74 feet more or less; thence South 55.00 feet to the Northwest corner of Grantor's property and the South right-of-way line of Washington Avenue and the point of beginning and North line of the herein described five (5) foot wide permanent and perpetual water main easement; thence South 89° 11' 54" East along the South right-of-way line of Washington Avenue (S.T.H. "20"), 35.00 feet more or less; thence continue Southeast along said right-of-way line 145.68 feet more or less to an angle point in said South right-of-way; thence Southeasterly along said South right-of-way line 10.00 feet to the point of ending of said five (5) foot wide easement.

Easement Description
Denny's #1032
(08-03-22-13-155-000)

EXHIBIT "A"



VOL 2022 PAGE 892

SEE IN PLS
2.17.100.10

WASHINGTON STH "20"
AVE.

EXHIBIT "B"

APPROVED

R.E. DEPT.

23SE

NEW 8" WATER MAIN

23SE

22 1/2" BEND

2022 PAGE 893

PERMANENT EASEMENT - FIVE FEET WIDE

TEMPORARY CONSTRUCTION EASEMENT

DENNY'S INC.
72-13-60-1
155-000

Denny's Restaurant
#1032

EXISTING
WATER SERVICE OFF
S.T.H. "31" MAIN

EXISTING
EASEMENT

S.T.H. "20" (WASHINGTON AVENUE)

EXCAVATED MATERIAL BACKFILL
W/ GRANULAR BACKFILL UNDER DRIVEWAYS

008-03-22-13-

DOCUMENT #

1677392

Document No.

CONVEYANCE OF RIGHTS IN LAND

Wisconsin Department of Transportation
ED680 798 s.84.09(1)Wis. Stats.

Mt. Pleasant Sewer Dist #1 Parcel 95

GRANTOR, for and in consideration of the sum of One and no 00/100 Dollars (\$1.00) and other good and valuable considerations

grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the State of Wisconsin, Department of Transportation, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however, that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property:

NONE

Legal Description In the North 1/2 of the Southwest 1/4, in the South 1/2 of the Northeast 1/4, in the North 1/2 of the Southeast 1/4 Section 14, in the South 1/2 of the Northwest 1/4, in the North 1/2 of the Southwest 1/4 Section 13 all in Township 3 North, Range 22 East in the Town of Mt. Pleasant, Racine County, Wisconsin. Lying within the right-of-way acquired or to be acquired for the reconstruction of STH 20 as shown on the right-of-way plat for Project I.D. 2440-01-20 showing an approved date of 11/24/97 and containing so much of those certain easements recorded in the office of the Register of Deeds for Racine county in:

See back of this document

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgement

Town of Mt. Pleasant

(GRANTOR Name)

X Jean M. Kovac

(Signature)

Clerk/Treasurer

(Title)

(Print Name)

X

(Signature)

(Title)

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

99 APR - 1 AM 9:25

MARK A. LADD
REGISTER OF DEEDS

12'
This space reserved for recording data
))))))))))))))))))))))))))

Return to:

Wisconsin Department of Transportation
P O Box 798
Waukesha WI 53187-0798

))))))))))))))))))))))))))

Parcel Identification Number/Tax Key Number

2/12/99

(Date)

State of Wisconsin)

Racine

County)

) ss.

On the above date, this instrument was acknowledged before me by the named person(s) or officers.

Robert E. Pucely

(Signature, Notary Public, State of Wisconsin)

Robert E. Pucely

(Print of Type Name, Notary Public, State of Wisconsin)

My Commission expires:

March 11, 2001

VOL
PAGE
2897
904-0906

Project ID 2440-01-70 (Print Name) This instrument was drafted by SPH (Date Commission Expires) Parcel #95

VOLUME	PAGE	DOCUMENT	TAX KEY NUMBER
2195	635	1394448	51-008-03-22-14-058-000
1035	22	860976	51-008-03-22-14-058-000
2261	60	1421210	51-008-03-22-14-038-000
1319	278	977322	51-008-03-22-14-097-000
1984	588	1294729	51-008-03-22-13-100-000
1362	95	933987	51-008-03-22-13-140-000
2029	433	1318347	51-008-03-22-13-136-000
2022	888	1314962	51-008-03-22-13-155-000

As lie within the right-of-way acquired or to be acquired for the reconstruction of STH 20 as described above.

VOL PAGE
2897 905

JL

Title of Document

MEMORANDUM OF LEASE

Document #: **2274325**

Date: 01-13-2011 Time: 9:34 AM Pages: 5

Fee: \$30.00 County: RACINE State: WI

Requesting Party: First American Title Insurance Company - NC

Register of Deeds: RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies

this document has been electronically

recorded and returned to the submitter**

Return to:

The Road Real Estate, LL
8859 Long Street
Lenexa, KS 66215

Parcel Identification Number:

151 032213155000

151 000004050050

Prepared by:

Karla P. Ray, Esq.

Ivey, Barnum & O'Mara, LLC

170. Mason St

Greenwich, CT 06830

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into as of the 30th day of July, 2010, by and between THE ROAD REAL ESTATE, LLC, a Kansas limited liability company having an address of 8859 Long St. Lenexa, Kansas 66215 (the "Lessor"), and THE ROAD, INC. a Kansas corporation, having an address of 8859 Long St. Lenexa, Kansas 66215 (the "Lessee").

RECITALS

A. Lessor is the owner of the real property that is commonly known as 5501 Washington Avenue, Racine, WI 53406 together with the buildings and improvements located thereon (collectively, the "Land"). The Land is more particularly described on Exhibit A attached hereto and made a part hereof.

B. Lessor and Lessee have entered into that certain Lease Agreement dated July 30, 2010 (the "Lease"), in which Lessor has agreed to lease to Lessee the use of the Land (including the buildings, improvements, fixtures and the personal property that is owned by Lessor) (the "Demised Premises").

B. Capitalized terms used but not defined in this Memorandum of Lease shall have the respective meanings set forth in the Lease.

C. Lessor and Lessee desire to enter into this Memorandum of Lease to evidence the existence of the Lease and certain other terms and provisions of the Lease.

NOW THEREFORE, Lessor and Lessee agree as follows:

1. Lessor hereby leases to Lessee, and Lessee hereby hires and lets from Lessor, the Demised Premises, upon and subject to the terms and provisions of the Lease. The Lease is hereby incorporated by reference and made a part hereof as if fully set forth herein.

2. The Initial Term of the lease shall be for a period of twenty (20) years commencing on July 30, 2010.

3. Lessee shall have the option to renew the Term of the Lease for four (4) additional periods of five (5) years each subject to the satisfaction of all conditions of renewal set forth in the Lease.

4. Lessor and Lessee hereby acknowledge and confirm that the Lease is unconditionally subordinate, in all respects, to that certain Mortgage, Assignment of Rents, and Security Agreement dated as of July 30, 2010 made by Lessor and Lessee in favor of First Franchise Capital Corporation, together with all present or future modifications, amendments, spreaders, consolidations, replacements and refinances thereof (the "Mortgage"). The Mortgage encumbers the respective interest of Lessor and Lessee in the Demised Premises and shall be recorded in the Register of Deeds of Racine County, Wisconsin. The Mortgage secures a Note in the original principal amount of \$1,232,000.00 for the Lessor's purchase of the Land together with Other Notes.

5. This Memorandum of Lease is executed and delivered for the purpose of recordation in the office of the Register of Deeds of Racine County, Wisconsin, to give notice to all of the terms, provisions and conditions of the Lease, and is not intended and shall not be construed to define, limit or modify the Lease. In the event of any conflict or inconsistency between the terms of this Memorandum of Lease and the terms of the Lease, the terms of the Lease shall control.

[Signatures on Following Page]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum of Lease to be executed as of the date first above written.

Mukesh Dharod

Mukesh Dharod

Mukesh Dharod

Mukesh Dharod

LESSOR:

THE ROAD REAL ESTATE, LLC,
a Kansas limited liability company

By Mukesh Dharod M.S.
Mukesh Dharod, Manager

LESSEE:

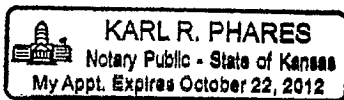
THE ROAD, INC., a Kansas corporation

By Mukesh Dharod M.S.
Mukesh Dharod, President

STATE OF Kansas)
)ss.
COUNTY OF Johnson)

This instrument was acknowledged before me on July 27, 2010, by Mukesh Dharod, as Manager of The Road Real Estate, LLC, a Kansas limited liability company.

(SEAL)



Karl R. Phares
Notary Public

My Commission Expires:

10/22/2012

STATE OF Kansas)
)ss.
COUNTY OF Johnson)

This instrument was acknowledged before me on July 27, 2010, by Mukesh Dharod, as President of The Road Inc., a Kansas corporation.

(SEAL)



Karl R. Phares
Notary Public

My Commission Expires:

10/22/2012

EXHIBIT A
[Legal Description]

Denny's Store No. 1032/8082
5501 Washington Avenue, Mt. Pleasant, WI 53406
with a notification address of 5501 Washington Avenue, Racine, WI 53406
Racine County

That part of the South West One-quarter (1/4) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, bounded as follows: Commence at the West 1/4 corner of said Section 13; run thence South 89° 10' 36" East 2195.15 feet along the East-West 1/4 line of said Section 13; thence South 00° 49' 24" West 55.00 feet to a 3/4 inch diameter iron pipe stake marking the South line of S.T.H. #20 right-of-way and the point of beginning of this description; run thence South 89° 10' 36" East 35.00 feet along said right-of-way; thence South 87° 12' 35" East 145.68 feet along said right-of-way to a 3/4 inch diameter iron pipe stake; thence South 49° 25' 54" East 119.34 feet along said right-of-way to a 3/4 inch diameter iron pipe stake which is also the West line of S.T.H. #31 right-of-way; thence South 16° 04' 49" West 149.86 feet along said right-of-way to a 3/4 inch diameter iron pipe stake; thence North 79° 04' 58" West 226.60 feet to a 3/4 inch diameter iron pipe stake; thence North 02° 11' 58" West 186.43 feet to the point of beginning of this description. Including rights contained in Easement granted by Midas Realty Corporation, a Delaware corporation, to Denny's, a California corporation, dated September 18, 1974 and recorded in the office of the Register of Deeds of Racine County, Wisconsin on October 17, 1974 in Volume 1242 of Records at page 204, as Document No. 947300. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, EXCEPT for property conveyed to State of Wisconsin Department of Transportation recorded December 16, 1999, in Volume 2988 of Records, Page 356, as Document No. 1711725. FURTHER EXCEPTING property conveyed to State of Wisconsin Department of Transportation recorded August 6, 2002, in Volume 3478 of Records, Page 349, as Document No. 1843402.

The above described property also being described as follows, according to the survey by Commercial Due Diligence Services dated July 16, 2010, surveyor reference number 209116.013:

That part of the Southwest 1/4 of Section 13, Township 3 North, Range 22 East, described as:

Commencing at the West 1/4 corner of said Section; thence South 89°10'36" East 2195.15 feet along the East-West 1/4 line of said Section; thence South 00°49'24" West 55.00 feet; thence South 02°11'58" East 17.33 feet to the Southerly right-of-way line of S.T.H. 20 and the PLACE OF BEGINNING OF THIS DESCRIPTION; thence South 87°52'38" East 199.98 feet along said line; thence South 49°25'54" East 93.01 feet to the Westerly right-of-way line of S.T.H. 31; thence South 16°04'49" West 149.86 feet along said line; thence North 79°04'58" West 226.60 feet; thence North 02°11'58" West 169.10 feet to the place of beginning.

**Mortgage, Assignment of Leases and
Rents, Security Agreement and
Fixture Filing**

(WISCONSIN)

Document Number

Document Title

Document #: **2488147**

Date: 03-06-2018 Time: 03:39 PM Pages: 14

Fee: \$30.00 County: RACINE State: WI

Requesting Party: First American Title NCS Kansas City

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to First American Title NCS Kansas City⁴

Recording Area

Drafted by and Return Address

Kristin L. Woeste, Esq.
Vorys, Sater, Seymour and Pease LLP
301 East Fourth Street, Suite 3500
Cincinnati, Ohio 45202

151 - 03-22-13-155-000

Parcel Identification Number (PIN)

When Recorded Return To: TLS
First American Title Insurance Company
National Commercial Services
1201 Walnut, Suite 700
Kansas City, MO 64106
File No: NCS 885406-2

**MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Mortgage") is made and granted as of March 5, 2018, by **THE ROAD REAL ESTATE, LLC**, a Kansas limited liability company ("Borrower"), to **FIRST FRANCHISE CAPITAL CORPORATION**, an Indiana corporation ("Lender").

WITNESSETH:

Borrower is indebted to Lender pursuant to, among other things, (a) that certain Master Loan Agreement of even date herewith by and among Borrower, one or more other "Borrowers" party thereto, and Lender (together with any and all renewals, amendments, modifications, increases and extensions thereof, the "Loan Agreement"), and (b) the other Loan Documents. All capitalized terms used in this Mortgage which are defined in the Loan Agreement, but not otherwise defined herein, shall have the meanings given to such terms in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, and to secure: (a) the repayment of the Indebtedness (as defined in Section 3.1); (b) payment of the Impositions (as defined in Section 3.2) and the interest thereon; (c) the payment of any advances or expenses of any kind incurred by Lender pursuant to this Mortgage or any of the other Loan Documents; (d) the performance of the obligations of Borrower under this Mortgage and the other Loan Documents; (e) unpaid balances of Loan advances made after this Mortgage is filed for record; and (f) the payment and performance of all other indebtedness and obligations of Borrower to Lender whether absolute, contingent or otherwise and howsoever and whensoever (whether now or hereafter) created, arising, evidenced or acquired, the parties hereby agree as follows:

ARTICLE 1
GRANTING PROVISIONS

Borrower does hereby grant, bargain, sell, release, convey, assign, transfer, mortgage and warrant to Lender, its successors and assigns forever, all of the estate, right, title and interest of Borrower in and to the following described property (collectively, the "Property") to secure payment of the Indebtedness (defined below):

(a) the land described in Exhibit A which is attached hereto and made a part hereof by this reference (the "Land"), including, without limitation, all minerals, oil, gas and other hydrocarbon substances on, in or under the Land and all development rights, air rights, water and water rights relating to the Land;

(b) all structures, buildings and improvements now or hereafter located in, on or about the Land (the "Improvements");

(c) all appurtenances of the Land and all rights of Borrower in and to any streets, roads, public places, easements and rights of way relating to the Land (together with the Land and the Improvements, collectively, the "Real Estate");

(d) all of the rents, issues and profits of the Real Estate, and all rights of Borrower under all leases and other agreements now or hereafter entered into for the occupancy or use of the Real Estate or any portion thereof, whether written or oral (herein collectively referred to as the "Leases"), including, without limitation, any security deposits, and all documents, agreements and instruments pertaining to such leases, whether any of the foregoing constitute accounts, contract rights, general intangibles, documents, instruments or chattel paper;

(e) all fixtures, construction materials, furniture, furnishings, apparatus, machinery, equipment, inventory and other personal property of any kind now or hereafter affixed to or located in, on or about the Real Estate or used or usable in connection with the Real Estate or any business conducted thereon, whether or not the same have or would have become a part of the real estate by attachment thereto, together with all replacements, replacement parts, additions, repairs, repair parts, accessions and accessories incorporated in any of the foregoing or affixed to any of the foregoing and the substitutions for and proceeds (including insurance proceeds payable by

reason of loss or damage thereto) of any of the foregoing;

(f) All proceeds and claims arising on account of any damage to or taking of the Real Estate or any part thereof, and all causes of action and recoveries for any loss or diminution in the value of the Real Estate; and

(g) All contract rights of Borrower in connection with the Real Estate and the business conducted thereon, including without limitation, the rights of Borrower under any construction contracts, architectural service contracts, engineering contracts, management contracts, license contracts and franchise contracts.

TO HAVE AND TO HOLD the Property unto Lender, and its successors and assigns forever, for the uses and purposes herein set forth.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 In General. Borrower represents and warrants that: (a) Borrower is in possession of the Property and that it is the sole lawful owner of the fee simple interest in the Property, free and clear of all Liens and encumbrances whatsoever, except for Impositions not due and payable and those Liens and encumbrances set forth in Exhibit B attached hereto and made a part hereof (collectively, the "Permitted Exceptions"); (b) Borrower has good legal right, authority, and full power to execute this Mortgage; (c) Borrower shall make any further assurances of title that Lender may reasonably require; (d) Borrower shall warrant and defend the Property against all claims and demands whatsoever; and (e) Borrower shall keep and observe all of the terms of this Mortgage on Borrower's part to be performed.

2.2 No Proceedings. Borrower represents, covenants and warrants that there are no suits or proceedings pending, or, to the actual knowledge of Borrower, threatened against or affecting Borrower which, if adversely determined, would have an adverse effect on the Property or the financial condition or business of Borrower.

ARTICLE 3 COVENANTS

Borrower hereby covenants and agrees with Lender as follows:

3.1 Indebtedness. Borrower shall duly and punctually pay and perform, or cause to be duly and punctually paid and performed, all of the Obligations and all of the indebtedness and obligations of Borrower under this Mortgage (collectively, the "Indebtedness").

3.2 Impositions. Borrower shall pay, or cause to be paid, when due all of the following (collectively, the "Impositions"): all real estate taxes, personal property taxes, assessments, and all other governmental levies and charges, of every kind and nature whatsoever, general and special, ordinary and extraordinary, which are assessed, levied, confirmed, imposed or become a Lien upon or against the Property or any portion thereof, and all taxes, assessments and charges upon the rents, issues, income or profits of the Property, or which become payable with respect thereto or with respect to the occupancy, use or possession of the Property, whether such taxes, assessments or charges are levied directly or indirectly. Borrower shall deliver proof of payment of all such Impositions to Lender upon the request of Lender. Notwithstanding any provision to the contrary in this Section 3.2, any tax or special assessment which is a Lien on the Property may be paid in installments, provided that each installment is paid on or prior to the date when the same is due without the imposition of any penalty.

3.3 Compliance with Laws. Borrower shall comply with all Laws to which the Property or the activities conducted on the Property are subject.

3.4 Condition of Property. Borrower shall maintain the Property in good order and condition and make, or cause to be made, all repairs reasonably necessary to that end, shall suffer no waste to the Property, and shall cause all repairs and maintenance to the Property to be done in a good and workmanlike manner.

3.5 Improvements. Except as expressly permitted and/or required pursuant to the Loan Agreement, Borrower shall not remove or materially change any Improvements once installed or placed on the Property, or suffer or permit others to do so.

3.6 Insurance.

(a) Borrower at its sole cost and expense shall provide and keep in force at all times all insurance policies required by the Loan Agreement and/or any other Loan Document.

(b) Insurance proceeds shall be paid to Lender pursuant to, and in accordance with, the terms and conditions of the Loan Agreement and other Loan Documents; *provided* that the application of any insurance proceeds toward the payment or performance of the Indebtedness shall not be deemed a waiver by Lender of its right to receive payment or performance of the rest of the Indebtedness in accordance with the provisions of this Mortgage and the other Loan Documents.

(c) In the event of a foreclosure under this Mortgage, the purchaser of Borrower's interest in the Property shall succeed to all of the rights of Borrower, including any right to unearned premiums, in and to all policies of insurance which Borrower is required to maintain under this Section 3.6 and to all proceeds of such insurance.

3.7 Sale, Transfer or Encumbrance.

(a) Borrower shall not further mortgage, sell or convey, or grant a deed of trust, pledge or security interest in, any of the Property or Borrower's interest therein, or contract to do any of the foregoing, or execute a land contract or installment sales contract, enter into a Lease or sublease (whether with or without option to purchase) or otherwise dispose of, further encumber or suffer the encumbrance of any of the Property, whether by operation of Law or otherwise other than Impositions which are not due and payable or are being contested by the Borrower pursuant to appropriate proceedings being diligently conducted.

(b) Borrower shall pay and discharge, at Borrower's cost and expense, all Liens upon any part of the Property or any interest therein, other than Permitted Exceptions, within a period of five (5) Business Days after the earlier of the date (i) Lender notifies Borrower of such Lien or (ii) on which Borrower has knowledge of such Lien. If Borrower shall fail to discharge any such Lien, then, in addition to any other right or remedy of Lender, Lender may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such Lien by depositing in court a bond or the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by Law.

(c) Borrower shall not institute or cause to be instituted any proceedings that could change the permitted use of the Property from the use presently permitted under applicable zoning and land use Laws.

(d) Borrower shall not grant any easements or licenses with respect to the Property.

(e) If a portion of the Property, or any beneficial interest therein is sold, conveyed, transferred or encumbered, whether voluntarily, involuntarily, or by operation of Law, then Lender may declare all sums secured by this Mortgage to be immediately due and payable, whether or not Lender has consented or waived its rights in connection with any previous transaction of the same or a different nature.

3.8 Eminent Domain.

(a) Borrower shall give immediate notice to Lender upon Borrower's obtaining knowledge of (i) any interest on the part of any person possessing or who has expressed the intention to possess the power of eminent domain to purchase or otherwise acquire any interest in the Property or (ii) the commencement of any action or proceeding to take any interest in the Property by exercise of the right of condemnation or eminent domain or of any action or proceeding to close or to alter the grade of any street on or adjoining the Land. At its option, Lender may participate in any such actions or proceedings in the name of Lender or, whenever necessary, in the name of Borrower, and Borrower shall deliver to Lender such instruments as Lender shall reasonably request to

permit such participation. Borrower shall not settle any such action or proceeding, whether by voluntary sale, stipulation or otherwise, or agree to accept any award or payment without the prior written consent of Lender. The total of all amounts awarded or allowed with respect to Borrower's right, title and interest in and to the Property or the portion or portions thereof taken or affected by such condemnation or eminent domain proceeding and any interest thereon (collectively, the "Award") is hereby assigned, and shall be paid upon receipt, to Lender, and the amount received by Lender shall be applied as provided in Section 3.8(b).

(b) Upon Lender's receipt of any Award, Lender may, at its option, either: (i) retain and apply the Award toward the Indebtedness (with any excess payable to Borrower); or (ii) upon request of Borrower, subject to such escrow provisions as Lender may require, pay the Award over in whole or part to pay or reimburse Borrower for the cost of restoring or reconstructing the Property remaining after such taking (the "Remaining Property"). If Lender elects to pay the Award, or any part thereof, over to Borrower upon the completion of the restoration or reconstruction of the Remaining Property, any portion of the Award not used for the restoration or reconstruction of the Remaining Property shall, at the option of Lender, be applied in reduction of the Indebtedness; *provided, however*, that to the extent that such portion of the Award shall exceed the amount required to satisfy in full the Indebtedness, Lender shall pay the amount of such excess to Borrower or otherwise as required by Law. In no event shall Lender be required to release this Mortgage until the Indebtedness is fully paid and performed, nor shall Lender be required to release from the Lien of this Mortgage any portion of the Property so taken until Lender receives the Award for the portion so taken.

(c) The application of the Award toward payment or performance of any of the Indebtedness shall not be deemed a waiver by Lender of its right to receive payment or performance of the balance of the Indebtedness in accordance with the Loan Documents. Lender shall have the right, but shall be under no obligation, to question or appeal the amount of the Award, and Lender may accept same without prejudice to the rights that Lender may have to question or appeal such amount. In any condemnation or eminent domain action or proceeding, Lender may be represented by attorneys selected by Lender, and all sums paid by Lender in connection with such action or proceeding, including attorneys' fees, court costs, expenses and other charges relating thereto shall, on demand, be immediately due and payable from Borrower to Lender and the same shall be added to the Indebtedness and shall be secured by this Mortgage.

(d) Notwithstanding any taking by condemnation or eminent domain, closing of, or alteration of the grade of, any street or other injury to or decrease in value of the Property by any public or quasi-public authority, the Indebtedness shall continue to bear interest until the Award shall have been actually received by Lender, and any reduction in the Indebtedness resulting from the application by Lender of the Award shall be deemed to take effect only on the date of such receipt thereof by Lender.

3.9 Rights of Lender. If Borrower fails to pay when due any Impositions, Lender at its option may pay such Impositions. If Borrower fails to perform any of its obligations under this Mortgage with respect to the Property or any Lease, Lender at its option may (but shall not be obligated to) perform any such obligations of Borrower. Lender may enter upon the Property for the purpose of performing any such act, or to inspect the Property. All Impositions paid by Lender and all monies reasonably expended by Lender in performing any such obligations of Borrower (including reasonable attorneys' fees) shall bear interest at the Default Rate, and such interest shall be paid by Borrower upon demand by Lender and shall be additional Indebtedness secured by this Mortgage.

3.10 Conflict Among Documents. In the event of any conflict between the provisions of this Mortgage and the provisions of the Loan Agreement, the provisions of the Loan Agreement shall prevail.

3.11 Notifications. Borrower shall notify Lender promptly of the occurrence of any of the following:

- (a) a fire or other casualty causing damage to the Property in excess of \$50,000.00;
- (b) receipt by Borrower of notice of condemnation of any interest in the Property or any part thereof;
- (c) receipt by Borrower of notice from any Governmental Authority relating to the use or

occupancy of the Property;

- (d) receipt by Borrower of any notice of alleged default from the holder of any Lien on the Property;
- (e) receipt of any notice of alleged default by Borrower under any Lease; or
- (f) the commencement of any litigation affecting the Property or any Lease.

ARTICLE 4 EVENTS OF DEFAULT

Any of the following events shall be an "Event of Default":

4.1 Cross-Default. The occurrence of an "Event of Default" under the Loan Agreement or any of the other Loan Documents which is not cured within any applicable cure period.

4.2 Breach of Covenants. Borrower defaults in the performance or observance of any of the covenants or agreements contained in this Mortgage and any such default is not cured within the applicable cure period (if any) set forth in the Loan Agreement.

4.3 Representation or Warranty Untrue. Any representation or warranty of Borrower under this Mortgage is untrue or misleading in any material respect as of the date made.

4.4 Foreclosure. A foreclosure proceeding (whether judicial or otherwise) is instituted with respect to any Lien of any kind encumbering any portion of the Property.

ARTICLE 5 REMEDIES

5.1 Remedies. Upon the occurrence and during the continuance of an Event of Default:

(a) Lender may declare the entire balance of the Indebtedness to be immediately due and payable, and upon any such declaration, the unpaid balance of the Indebtedness shall become and be immediately due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Borrower.

(b) Lender may institute a proceeding or proceedings, judicial or otherwise, for the complete or partial foreclosure of this Mortgage under any applicable provision of Law.

(c) Lender may institute a proceeding or proceedings to eject Borrower from possession of the Property and to obtain possession of the Property, with or without instituting a foreclosure proceeding.

(d) Lender may sell (the power of sale, if permitted and provided by applicable Law, being expressly granted by Borrower to Lender) the Property, and all estate, right, title, interest, claim and demand of Borrower therein, and all rights of redemption thereof, at one or more sales, as an entirety or in parcels, with such elements of real and/or personal property, and at such time and place and upon such terms as Lender may deem expedient, or as may be required by applicable Law, and in the event of a sale, by foreclosure or otherwise, of less than all of the Property, this Mortgage shall continue as a Lien on the remaining portion of the Property. Lender or any Person conducting the sale for Lender is authorized to execute to the purchaser at said sale a deed to the Property so purchased conveying the Property so sold without any covenant or warranty, express or implied, and shall deliver the same to said purchaser. The recitals in such Lender's deed shall be prima facie evidence of the truth of the statements made in those recitals.

(e) Lender may institute an action, suit or proceeding in equity for the specific performance of any of the provisions contained in this Mortgage or the other Loan Documents.

(f) Lender may apply for the appointment of a receiver, custodian, trustee, liquidator or conservator of the Property to be vested with the fullest powers permitted under applicable Law, as a matter of right and without regard to the adequacy of the security for the Indebtedness or the solvency of Borrower or any other person liable for the payment of the Indebtedness, and Borrower and each such person liable for the payment of the Indebtedness consents or shall be deemed to have consented to such appointment.

(g) Lender may enter upon the Property, and exclude Borrower and its agents and servants wholly therefrom, without liability for trespass, damages or otherwise, and take possession of all books, records and accounts relating thereto and all other Property; and Lender may use, operate, manage, preserve, control and otherwise deal therewith and conduct the business thereof, without interference from Borrower; and upon each such entry and from time to time thereafter Lender may, at the expense of Borrower and the Property, without interference by Borrower and as Lender may deem advisable, (i) insure or reinsure the Property, (ii) make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments and improvements thereto and thereon and (iii) have the right to exercise all rights and powers of Borrower with respect to the Property, either in Borrower's name or otherwise.

(h) Lender may, with or without entering upon the Property, collect, receive, sue for and recover in its own name all rents and cash collateral derived from the Property, and may deduct therefrom all costs, expenses and liabilities of every character incurred by Lender in controlling the same and in using, operating, managing, preserving and controlling the Property, and otherwise in exercising Lender's rights under this Mortgage or the other Loan Documents, including all amounts disbursed to pay Impositions, insurance premiums and other charges in connection with the Property, as well as reasonable compensation for the services of Lender and its attorneys, agents and employees.

(i) Lender may release any portion of the Property for such consideration as Lender may require without, as to the remainder of the Property, in any way impairing or affecting the position of Lender with respect to the balance of the Property; and Lender may accept, by assignment, pledge or otherwise, any other property in place thereof as Lender may require without being accountable for so doing to any other lienholder.

(j) Lender may take all actions, or pursue any other right or remedy, permitted under the UCC or any other applicable Law or in equity.

5.2 Lender's Cause of Action. Lender shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Borrower under the terms of this Mortgage or the other Loan Documents, as the same become due, without regard to whether or not the entire Indebtedness or any other sums secured by this Mortgage or the other Loan Documents shall be due, and without prejudice to the right of Lender thereafter to institute foreclosure or otherwise dispose of the Property or any part thereof, or any other action, for any default by Borrower existing at the time the earlier action was commenced.

5.3 Costs and Expenses. There shall be allowed and included as additional Indebtedness secured by this Mortgage, to the extent permitted by Law, all reasonable expenditures and expenses of Lender for reasonable attorneys' fees, court costs, appraisers' fees, sheriff's fees, documentary and expert evidence, stenographers' charges, publication costs and such other reasonable costs and expenses as Lender may deem reasonably necessary to exercise any remedies or to evidence to bidders at any sale of the Property the true condition of the title to or the value of the Property. All such expenditures and expenses shall bear interest at the Default Rate, and such interest shall be paid by Borrower upon demand by Lender and shall be additional Indebtedness secured by this Mortgage.

5.4 Proceeds. The proceeds received by Lender in any foreclosure sale of the Property shall be distributed and applied in the following order of priority: *first*, on account of all reasonable costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in Section 5.3; *second*, to all other items which under the terms hereof constitute Indebtedness or Impositions; and, *third*, any surplus to Borrower, its legal representatives or assigns, or to third persons with rights to the proceeds, as their rights may appear.

5.5 Receiver. Without limiting the application of Section 5.1, upon, or at any time after, the filing of a suit to foreclose this Mortgage, Lender shall be entitled to have a court appoint a receiver of the Property. Such appointment may be made either before or after sale, without notice to Borrower or any other person, without regard to the solvency of the person or persons liable for the payment of the Indebtedness and without regard to the then value of the Property. The receiver shall have the power to collect the rents, issues and profits of the Property during the pendency of such foreclosure suit, as well as during any further times when Lender, absent the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during the whole of such period. The court from time to time may authorize the receiver to apply net income in the receiver's hands in payment of the Indebtedness, or in payment of any Imposition or other Lien that may be or become superior to the Lien hereof or superior to a decree foreclosing this Mortgage, provided such application is made prior to foreclosure sale.

5.6 Rights Cumulative. The rights of Lender arising under this Mortgage and the other Loan Documents shall be separate, distinct and cumulative, and none of them shall be exclusive of the others. In addition to the rights set forth in this Mortgage or any other Loan Documents, Lender shall have all rights and remedies now or hereafter existing at Law or in equity or by statute. Lender may pursue its rights and remedies concurrently or in any sequence, and no act of Lender shall be construed as an election to proceed under any one provision to the exclusion of any other provision, anything herein or otherwise to the contrary notwithstanding. If Borrower fails to comply with this Mortgage, no remedy at Law will provide adequate relief to Lender, and Lender shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

5.7 No Merger. If Lender acquires title to any of the Property, then the Lien of this Mortgage shall not merge into such title, but shall continue in full force and effect to the same extent as if Lender had not acquired title to any of the Property.

5.8 Waivers of Borrower. Borrower hereby waives the benefit of any valuation, appraisal or appraisement Law or judicial decision, and any defects in any proceeding instituted by Lender with respect to this Mortgage or any other Loan Documents. Borrower waives any right to require marshalling of assets in connection with enforcement of the Indebtedness and any right to require the sale of the Property in parcels or to select the order in which parcels are to be sold. Borrower waives the right to all notices to which Borrower may otherwise be entitled, except those expressly provided for herein or required by Law.

ARTICLE 6 ASSIGNMENT OF LEASES AND RENTS

6.1 Representations and Warranties. Borrower hereby represents that (a) a true, complete and correct copy of each Lease has been delivered to Lender, (b) subject to the effect of bankruptcy, insolvency, reorganization, receivership, moratorium and other similar laws affecting the rights and remedies of creditors generally and the effect of general principles of equity, whether applied by a court of law or equity, the Leases are valid and enforceable and no default exists under any of the Leases, (c) Borrower is entitled to receive all the rents, issues and profits and to enjoy all the rents and benefits mentioned herein and assigned hereby, and the same have not been sold, assigned, transferred or set over by any instrument now in force, and shall not at any time during the term of this Mortgage be sold, assigned, transferred or set over by Borrower or any other person or persons taking under or through Borrower, except pursuant to this Mortgage; and (d) Borrower has the sole right to sell, assign, transfer, and set over the same and to grant and confer upon Lender the rights, interests, powers and authorities herein granted and conferred.

6.2 Assignment. Borrower assigns to Lender, as additional security for the payment, performance and observance of the Indebtedness, all of the Leases and all of Borrower's right, title and interest in and to the rents, issues and profits thereof, with the right to receive the same and apply them to the Indebtedness upon the occurrence of an Event of Default. In addition, Borrower shall, as and when requested by Lender, assign to Lender by specific assignment any Leases now or hereafter on the Property in which Borrower is lessor, with the right to give written notice of such assignments to the lessees thereunder, but Lender shall not exercise any such assignments until and unless there is an Event of Default which is continuing.

6.3. Covenants. Upon the request of Lender, Borrower shall obtain subordination, non-disturbance and attornment agreements, executed by Borrower and any of its lessees designated by Lender, in form and substance satisfactory to Lender, which agreements shall provide for subordination of such Leases to the Lien and operation of this Mortgage, the attornment of such lessees to Lender and any purchaser of the Property and the continual performance by such lessees of all of their respective duties, obligations and covenants pursuant to their respective Leases and shall further provide for the non-disturbance by Lender of such lessees so long as they are not in default under their respective Leases. Borrower shall perform and observe all covenants, conditions and agreements contained in any Lease now or hereafter affecting the Property, or any part thereof, to be performed or observed by Borrower. If Borrower receives a notice from any lessee claiming a default by Borrower under any Lease, Borrower shall forthwith furnish a copy of such notice to Lender. Borrower shall not enter into, cancel, abridge, terminate or otherwise amend or modify any Lease of all or any part of the Property, or accept any prepayment of installments of rent for more than one month in advance, without the prior written consent of Lender.

6.4 Effective Date. The parties agree that this Mortgage is an actual assignment effective as of the date hereof, and that upon demand made by Lender on the lessor or lessee under any of the Leases or on any person liable for any of the rents, issues, and profits of and from the Property or any part thereof, such lessor or lessee or person liable for any of such rents, issues and profits shall, and is hereby authorized and directed to pay to or upon Lender's order, and without any inquiry of any nature, all rents and other payments then or thereafter accruing under the Leases or any other instrument or agreement, oral or written, granting rights to, and creating an obligation to pay rents, issues, or profits in connection with the Property.

ARTICLE 7 MISCELLANEOUS

7.1 Security Agreement. This Mortgage is intended to be a security agreement pursuant to the UCC for any of the items specified above as part of the Property which may be subject to a security interest pursuant to the UCC, and Borrower hereby grants to Lender a security interest in such items. From the date of its recording, this Mortgage shall be effective as a financing statement with respect to all goods which are or are to become fixtures on the Land. Any reproduction of this Mortgage shall be sufficient as a financing statement. Without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the UCC any other security interest in such items, including replacements and additions thereto. Upon any Event of Default, Lender shall have the remedies of a secured party under the UCC and, at Lender's option, may also invoke the remedies provided in this Mortgage. In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the UCC or of the remedies in this Mortgage. For purposes of the security agreement and fixture filing contained in this Mortgage, the "Secured Party" and the "Debtor" and their respective addresses are as follows: secured party: First Franchise Capital Corporation, 8888 Keystone Crossing, Suite 1700, Indianapolis, Indiana 46240; debtor: The Road Real Estate, LLC, 8859 Long Street, Lenexa, Kansas 66215.

7.2 Waiver. No delay or omission by Lender to exercise any right shall impair any such right or be a waiver thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. Each waiver must be in writing and executed by Lender to be effective, and a waiver on one occasion shall be limited to that particular occasion.

7.3 Amendments in Writing. No change, amendment or modification hereof shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

7.4 Notices.

(a) All notices, demands and requests given or required to be given by either party hereto to the other party shall be in writing and shall be given or made in accordance with the Loan Agreement.

(b) WITHOUT LIMITING ANY OTHER PROVISION OF THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT, BORROWER, ON BEHALF OF ITSELF AND ITS AFFILIATES, AGREES THAT SERVICE OF PROCESS BY CERTIFIED OR REGISTERED MAIL AT BORROWER'S ADDRESS IN

ACCORDANCE WITH THE NOTICE REQUIREMENTS SET FORTH IN THE LOAN AGREEMENT, OR IN ANY OTHER MANNER PROVIDED BY LAW, SHALL BE DEEMED, IN EVERY RESPECT, EFFECTIVE SERVICE OF PROCESS UPON BORROWER OR THE APPLICABLE AFFILIATE OF BORROWER, AND SHALL BE TAKEN AND HELD TO BE VALID PERSONAL SERVICE OF PROCESS UPON, AND PERSONAL DELIVERY TO, BORROWER AND ITS AFFILIATES. BORROWER, ON BEHALF OF ITSELF AND ITS AFFILIATES, AGREES THAT ITS SUBMISSION TO JURISDICTION AND SERVICE OF PROCESS BY MAIL IS MADE FOR THE EXPRESS BENEFIT OF LENDER.

7.5 Interpretation. The titles to the Sections hereof are for reference only and do not limit in any way the content thereof. Any words herein which are used in one gender shall be read and construed to mean or include other genders wherever they would so apply. The terms "including" or "includes" are used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken is to be taken promptly, unless the context clearly indicates the contrary.

7.6 Covenant Running With the Land. Any act or agreement to be done or performed by Borrower shall be construed as a covenant running with the Land and shall be binding upon Borrower and its successors and assigns as if they had personally made such agreement.

7.7 Validity. The provisions of this Mortgage are severable. If any term, covenant or condition of this Mortgage shall be held to be invalid, illegal or unenforceable in any respect, the remainder of this Mortgage shall not be invalidated thereby, and this Mortgage shall be construed without such provision.

7.8 Governing Law. This Mortgage shall be construed and enforced in accordance with the domestic Laws of the State of Wisconsin.

7.9 Binding Effect; Assignment. This Mortgage shall be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of the parties hereto; *provided, however,* Borrower may not assign any of its rights or delegate any of its obligations hereunder. Lender may assign this Mortgage, and in the event of such assignment, any advances made by any assignee shall be deemed made in pursuance and not in modification hereof and shall be evidenced and secured by the Loan Documents and this Mortgage.

7.10 Interest. In no event shall the interest rate and other charges related to the Indebtedness exceed the highest rate permissible under any Law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. In the event that a court determines that Lender has received interest and other charges hereunder in excess of the highest permissible rate applicable hereto, such excess shall be deemed received on account of, and shall automatically be applied to reduce, the principal balance of the Indebtedness, and the provisions hereof shall be deemed amended to provide for the highest permissible rate. If there is no Indebtedness outstanding, Lender shall refund to Borrower such excess.

7.11 Future Advances. The parties hereto intend and agree that this Mortgage shall secure unpaid balances of any Loan advances, whether obligatory or not, and whether made pursuant to the Loan Documents or not, made by Lender after this Mortgage is filed for record. Borrower further covenants and agrees to repay all such Loan advances with interest, and that the covenants contained in this Mortgage shall apply to such Loan advances as well.

7.12 Lender's Status. Borrower acknowledges and agrees that the undertaking of Lender under this Mortgage is limited as set forth in this Section. Lender shall not act in any way as the agent for or trustee of Borrower. Lender does not intend to act in any way for or on behalf of Borrower with respect to disbursement of the proceeds of the Indebtedness. Lender's intent in imposing the requirements set forth herein and in the other Loan Documents is that of a lender protecting the priority of its mortgage and the value of its security. Lender assumes no responsibility for: (a) the completion of any Improvements; (b) the payment of bills or any other details in connection with the Property; (c) any plans and specifications in connection with the Property; or (d) Borrower's relations with any contractors. This Mortgage is not to be construed by Borrower or anyone furnishing labor, materials or any other work or product for improving the Property as an agreement by Lender to assure anyone that such person will be paid for furnishing such labor, materials or any other work or product; and any such person must

look entirely to Borrower for such payment. Lender assumes no responsibility for the architectural or structural soundness of any Improvements or for any plans and specifications in connection therewith.

ARTICLE 8
DEFEASANCE

If Borrower shall pay and perform, or cause to be paid and performed, all of the Indebtedness, whether now outstanding or hereafter arising, including all extensions and renewals thereof, then Lender shall release this Mortgage upon the request and at the expense of Borrower.

ARTICLE 9
WISCONSIN STATE SPECIFIC PROVISIONS

9.1 Agreement to Apply. Notwithstanding anything to the contrary in this Mortgage, Borrower hereby agrees to the provisions of Section 846.103 of the Wisconsin Statutes, or any successor provision, permitting Lender, at its option, upon waiving the right to judgment for deficiency, to hold a foreclosure sale of the Property three (3) months after a foreclosure judgment is entered.

9.2 Additional Representations and Warranties. Without limiting any other representation or warranty set forth in this Mortgage or any other Loan Document, Borrower hereby represents and warrants that Borrower has received a copy of this Mortgage, the Loan Agreement and the other Loan Documents.

9.3 Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF BORROWER AND LENDER HEREBY KNOWINGLY, INTENTIONALLY, INTELLIGENTLY AND IRREVOCABLY WAIVES (WITH THE BENEFIT OF ADVICE OF LEGAL COUNSEL OF ITS OWN CHOOSING) ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS MORTGAGE OR ANY OTHER LOAN DOCUMENT, THE OBLIGATIONS, THE INDEBTEDNESS, THE COLLATERAL OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE CONDUCT OF THE RELATIONSHIP BY OR AMONG LENDER AND THE OBLIGORS (OR ANY ONE OR MORE OF THEM) (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH OF BORROWER AND LENDER (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

9.4 Compliance with Wisconsin Mortgage Foreclosure Law.

(a) In the event that any provision in this Mortgage shall be inconsistent with any provision of the Wisconsin Mortgage Foreclosure Law (Wis. Stats. 846.01 *et. seq.*, as amended from time to time (the "Act")), the provisions of the Act shall take precedence over the inconsistent provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Act.

(b) If any provision of this Mortgage shall grant to Lender any rights or remedies upon the occurrence and continuation of an Event of Default which are more limited than the rights that would otherwise be vested in the Lender under the Act in the absence of such provision, Lender shall be vested with the rights granted in the Act to the full extent permitted by law.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the date first set forth above.

BORROWER:

THE ROAD REAL ESTATE, LLC

By: THE ROAD, INC., its sole member

By: *Mukesh S. Dharod*
Name: Mukesh S. Dharod
Title: President

State of KANSAS
County of JOHNSON

The foregoing instrument was acknowledged before me this 15th day of March, 2018, by Mukesh S. Dharod, as President of The Road, Inc., the sole member of The Road Real Estate, LLC, a Kansas limited liability company, on behalf of the limited liability company.

Witness my hand and official seal.

SEAL

Notary Public: *Teri L. Brisendine*

My Commission Expires: 8/7/21

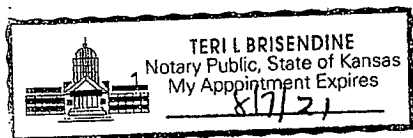


EXHIBIT A

LEGAL DESCRIPTION

That part of the South West One-quarter (1/4) of Section Thirteen (13), Township Three (3) North, Range Twenty-two (22) East, Racine County, Wisconsin, bounded as follows: Commence at the West 1/4 corner of said Section 13; run thence South 89°10'36" East 2195.15 feet along the East-West 1/4 line of said Section 13; thence South 00°49'24" West 55.00 feet to a 3/4 inch diameter iron pipe stake marking the South line of S.T.H. #20 right-of-way and the point of beginning of this description; run thence South 89°10'36" East 35.00 feet along said right-of-way; thence South 87°12'35" East 145.68 feet along said right-of-way to a 3/4 inch diameter iron pipe stake; thence South 49°25'54" East 119.34 feet along said right-of-way to a 3/4 inch diameter iron pipe stake which is also the West line of S.T.H. #31 right-of-way; thence South 16°04'49" West 149.86 feet along said right-of-way to a 3/4 inch diameter iron pipe stake; thence North 79° 04' 58" West 226.60 feet to a 3/4 inch diameter iron pipe stake; thence North 02°11'58" West 186.43 feet to the point of beginning of this description. Including rights contained in Easement granted by Midas Realty Corporation, a Delaware corporation, to Denny's, Inc., a California corporation, dated September 18, 1974 and recorded in the office of the Register of Deeds of Racine County, Wisconsin on October 17, 1974 in Volume 1242 of Records at page 204, as Document No. 947300. Said land being in the Village of Mt. Pleasant, County of Racine, State of Wisconsin, EXCEPT for property conveyed to State of Wisconsin Department of Transportation recorded December 16, 1999, in Volume 2988 of Records, Page 356, as Document No. 1711725. FURTHER EXCEPTING property conveyed to State of Wisconsin Department of Transportation recorded August 6, 2002, in Volume 3478 of Records, Page 349, as Document No. 1843402.

EXHIBIT B

PERMITTED EXCEPTIONS

1. Taxes and special assessments for the year 2018 and subsequent years, none now due and payable.
2. Agreement for Mutual Easements recorded October 17, 1974, in Volume 1242 of Records, Page 204, as Document No. 947300.

NOTE: The above is shown on the ALTA/NSPS Land Title Survey prepared by Williams & Works, Inc. for First American Commercial Due Diligence Services and dated 3/2/18 as Project No. CDS 17-12-0186:002 (the "Survey").

3. Easement to Wisconsin Electric Power Company recorded February 21, 1975, in Volume 1254, Page 372, as Document No. 952113.

NOTE: The above is shown on the Survey.

4. Easement to Racine Water Utility recorded January 20, 1975, in Volume 1251 of Records, Page 167, as Document No. 950808.

NOTE: The above is shown on the Survey.

5. Grant of non-exclusive easement and construction agreement recorded July 11, 1990, in Volume 2022 of Records, Page 888, as Document No. 1314962.

NOTE: The above is shown on the Survey.

6. Conveyance of Rights in Land recorded April 1, 1999, in Volume 2897 of Records, Page 904, as Document No. 1677392.

NOTE: The above is shown on the Survey.

7. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Williams & Works, Inc. for First American Commercial Due Diligence Services on 3/2/18 as Project No. CDS 17-12-0186:003.
 - a) Encroachment of Parking Lot onto adjoining property.
 - b) Water lines and appurtenances located in the southeasterly corner of the Land outside of a known easement.
 - c) Apparent gap between the boundary of the Land and the highway right-of-way.
 - d) Apparent encroachment of sidewalk along the north property line of the Land.
8. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C. §§499a, et seq.) and/or the Packers and Stockyards Act (7 U.S.C. §§181 et seq.) or under similar state laws.

SUBORDINATION OF LEASE

(WISCONSIN)

Document Number

Document Title

Document #: **2488148**

Date: 03-06-2018 Time: 03:39 PM Pages: 5

Fee: \$30.00 County: RACINE State: WI

Requesting Party: First American Title NCS Kansas City

Register of Deeds: TYSON FETTES

RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to First American Title NCS Kansas City

Recording Area

Drafted by and Return Address

Lauren L. Gilbert, Esq.
Vorys, Sater, Seymour and Pease LLP
301 East Fourth Street, Suite 3500
Cincinnati, Ohio 45202

151- 03-22-13-155-000

Parcel Identification Number (PIN)

When Recorded Return To: TCS
First American Title Insurance Company
National Commercial Services
1201 Walnut, Suite 700
Kansas City, MO 64106
File No: NCS 885406-2

SUBORDINATION OF LEASE

THE ROAD, INC., a Kansas corporation, with a mailing address of 8859 Long Street, Lenexa, Kansas 66215 ("Lessee"), is the lessee under a lease (as may be amended from time to time, the "Lease") dated prior to the Effective Date between Lessee and THE ROAD REAL ESTATE, LLC, a Kansas limited liability company, with a mailing address of 8859 Long Street, Lenexa, Kansas 66215 ("Lessor"), covering the premises located at 5501 Washington Avenue, Mt. Pleasant, Wisconsin, as more particularly described in Exhibit A attached hereto (the "Premises"), and Lessor is the sole owner of the Premises and there are no mortgages on the Premises other than in favor of First Franchise Capital Corporation, an Indiana corporation ("Lender"), with a mailing address of 8888 Keystone Crossing, Suite 1700, Indianapolis, Indiana 46240. This Subordination of Lease (this "Subordination") is effective as of March 5, 2018 (the "Effective Date").

Lessor and Lessee (collectively, "Borrowers") intend to enter into certain financing arrangements with Lender, and Lender requires, among other things, that Lessor and Lessee execute this Subordination in favor of Lender.

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee hereby agree that, notwithstanding anything to the contrary in the Lease:

Lessee and Lessor acknowledge and agree that the Lease and the rights and the estate of Lessee thereunder are and shall be subject and junior to and subordinate to any mortgage in favor of Lender and the rights and estate of Lender thereunder and to the lien and operation of any such mortgage as it affects the Premises in every respect, and to all renewals, modifications, consolidations, replacements and extensions of any such mortgage.

Any notice(s) required or desired to be given hereunder shall be directed to the party to be notified at the address stated herein. This Subordination may be signed by facsimile signature or other electronic delivery of an image file reflecting the execution hereof, and if so signed, (a) may be relied on by Lender as if the document were a manually signed original and (b) will be binding on the undersigned for all purposes.

The agreements contained herein shall continue in force and effect until all obligations and liabilities of the Borrowers to Lender are paid in cash and satisfied in full and all financing documents between or among Lender and the Borrowers (or any one or more of them) have been terminated. Notwithstanding anything herein to the contrary and for the avoidance of any doubt, none of the provisions of this Subordination will merge into (collectively, the "Other Documents"): (a) any mortgage heretofore, now, or hereafter granted by Lessor to Lender on Lessor's fee simple estate in the Premises or (b) any other document, agreement, or instrument heretofore, now, or hereafter entered into by Lessor and Lender. If there is any conflict, ambiguity, or inconsistency between the terms of this Subordination and any Other Document, then the applicable terms and provisions providing Lender with greater rights, remedies, powers, privileges or benefits will control.

Lessor will notify all successor owners, transferees, purchasers and mortgagees of the existence of this Subordination. The agreements contained herein may not be modified or terminated orally and shall be binding upon the successors, assigns and personal representatives of Lessor, upon any successor owner or transferee of the Premises, and upon any purchasers, including any mortgagee, from Lessor.

Nothing contained in this Subordination, however, will be deemed (a) to obligate Lender to fulfill, perform, or comply with any obligations of Lessee under the Lease or any other agreement in respect of the Premises under any circumstances or (b) to make Lender responsible for any acts or omissions of Lessee or Lessor or their respective officers, employees or owners.

THE UNDERSIGNED WAIVE THE RIGHT TO A TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS SUBORDINATION OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE UNDERSIGNED ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

[Signature Pages Follow]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Subordination of Lease as of the date first set forth above.

LESSOR:

THE ROAD REAL ESTATE, LLC

By: THE ROAD, INC., its sole member

By: Mukesh S. Dharod
Name: Mukesh S. Dharod
Title: President

State of KANSAS
County of Johnson

The foregoing instrument was acknowledged before me this 15 day of March, 2018, by Mukesh S. Dharod, as President of The Road, Inc., the sole member of The Road Real Estate, LLC, a Kansas limited liability company, on behalf of the limited liability company.

Witness my hand and official seal.

SEAL



Notary Public: Teri L. Brisendine

My Commission Expires: 8/7/21

LESSEE:

THE ROAD, INC.

By: Mukesh S. Dharod
Name: Mukesh S. Dharod
Title: President

State of Kansas
County of Jackson

The foregoing instrument was acknowledged before me this 15 day of March, 2018, by Mukesh S. Dharod, as President of The Road, Inc., a Kansas corporation, on behalf of the corporation.

Witness my hand and official seal.

SEAL

Notary Public: Teri L. Brisendine
My Commission Expires: 8/7/21

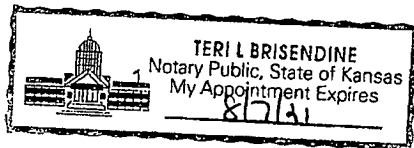


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LEGAL DESCRIPTION

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