Roll 749 Image 2891-2892

Document 3493 Type MGSAT Pages 2 Date 9/20/2016 Time 1:14 PM Rec Amt \$.00

PATRICK F GILL, AUDITOR AND RECORDER WOODBURY COUNTY IOWA

RELEASE OF REAL ESTATE MORTGAGE Recorder's Cover Sheet

Preparer Information: (name, address and phone number) Joel D. Vos, 1128 4th St., P.O. Box 3086, Sioux City, IA 51102-3086, Phone: (712) 255-8838

Taxpayer Information: (name and complete address) Triple H International, LLC

Return Document To: (name and complete address) Woodbury County Economic Development, 6th Floor Courthouse, 620 Douglas St., Sioux City, IA 51101

Mortgagee releasing mortgage: Woodbury County, Iowa

Mortgagor: Triple H International, LLC

Legal Description:

Document or instrument number of previously recorded documents:

Wooll Controller & Controller &

RELEASE OF REAL ESTATE MORTGAGE

The undersigned, the present owner(s) of the mortgage hereinafter described, do hereby acknowledge that a certain mortgage bearing date of March 10, 2009, made and executed by Triple H International, LLC to Woodbury County, Iowa and Recorded in the records of the office of the Recorder of the County of Woodbury State of Iowa, recorded as document reference number Roll 702, Image 5867-73 on March 10, 2009, is redeemed, paid off, satisfied and discharged in full.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Dated September 13,2016 gangtingthe

Signature of Woodbury County Board of Supervisors Chairman

Jeremy Taylor

STATE OF IOWA, COUNTY OF WOODBURY

This record was acknowledged before me on <u>September 13, 2016</u>, by Jeremy Teylor

Signature of Notary Public



IOWA ECONOMIC DEVELOPMENT AUTHORITY

200 East Grand Avenue | Des Moines, Iowa 50309 USA | Phone: 515.725.3000 iowaeconomicdevelopment.com



Mr. Brian Henschen, President Mid States Electric Company, Inc. 1658 Highway 20 Lawton, IA 51030

RE: Project Maintenance Closeout – Mid States Electric Company, Inc. Master Contract Number – P0810M01826 Funding Agreement(s) – 09-CEBA-005 and 09-HQJC-011

Dear Mr. Henschen:

It is my pleasure to congratulate you on successfully maintaining your job obligations through the maintenance period in regards to the above referenced project. The Authority's review of payroll documents at your facility indicates that the job creation requirement has been met.

In summary:

- 1. The Project Completion Date was June 30, 2014 with a Project Maintenance Date of June 30, 2016.
- 2. The Business was required to maintain 25 full-time equivalent (FTE) jobs which pay \$14.44 per hour or higher for the CEBA Funding Agreement and 16 FTE jobs which pay \$17.05 per hour or higher for the HQJC Funding Agreement.
- 3. The Business had 31 FTEs make at least \$14.44 per hour and 22 FTEs make at least \$17.05 per hour.

Since all project activities have been completed and verified, the Authority has closed this project file. The Authority has determined that the job maintenance requirement has been satisfied. The IEDA hereby forgives the \$37,500 remaining balance of the Forgivable Loan portion of this award. The loan was paid in full on 12/27/2013 and IEDA has returned the original Irrevocable Letter of Credit to F&M Bank. I have enclosed the canceled Promissory Notes for Mid States Electric and have sent Woodbury County's canceled Promissory Notes to them as well.

We would like to express our thanks to you for your assistance in monitoring and closing out this project. We look forward to working with you on future economic development projects. Please do not hesitate to contact me at 515-725-3073 or <u>benton.quade@iowa.gov</u> should you have any questions.

Sincere

Benton Quade Project Manager Compliance Team

Cc: Chairperson Jeremy Taylor, Woodbury County Board of Supervisors IEDA Compliance File IEDA Accounting File



RECEIVED

AUG 8 2016

WOODBURY COUNTY BOARD OF SUPERVISORS CEBA Funding Agreement Exhibit A1- Community's Promissory Note (Forgivable Loan)

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned promises, in the event this Forgivable Loan is not forgiven, to pay to the order of the IOWA DEPARTMENT OF ECONOMIC DEVELOPMENT, at its office at 200 East Grand, Des Moines, Iowa 50309, the sum of FORTY THOUSAND DOLLARS (\$40,000) with interest at a rate of 0 % unless an Event of Default occurs, in which case interest shall be at the default rate set forth in Contract number P0810M01826 ("Contract"). The terms and conditions by which forgiveness of this Loan may occur are as specified in the Contract.

Interest shall first be deducted from the payment and any balance shall be applied on principal. Upon default in payment of any interest, or any installment of principal, the whole amount then unpaid shall become immediately due and payable at the option of the holder.

The undersigned, in case of suit on this note, agrees to pay on demand all costs of collection, maintenance of collateral, legal expenses, and attorneys' fees incurred or paid by the holder in collecting and/or enforcing this Note on default.

This note shall be secured by the Security specified in the Contract.

Makers, endorsers and sureties waive demand of payment, notice of non-payment, protest and notice. Sureties, endorsers and guarantors agree to all of the provisions of this note, and consent that the time or times of payment of all or any part hereof may be extended after maturity, from time to time, without notice.

ADDRESS: 620 Douglas Street Sioux City, Iowa 51101 Woodbury County

and Chair

13/20/6

DATE

Larry Clausen,

ATTES (Signature

Date 2-309

THE IOWA STATE BAR ASSOCIATION Official Form No. 136	Joel D. Vos	FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER
To State and Sta	PROMISSORY NOTE	Woodbury County Rural Economic Development Dept. CANCELLED August 12th 2016
\$ <u>16,000.00</u>	March 10	, 2009
FOR VALUE RECEIN	/ED, the undersigned, each as principal, jointly ar	
	620 Douglas St., Sioux City, IA 51101	
Sixteen Thousand and 0/10	0	DOLLARS
with interest thereon from	March 10, 2009 , payable	monthly at the
rate of0%	per cent per annum until payment hereof as follow	NS:
This promissory note shall and the final installment du	be paid in 60 equal monthly installments, with the first	t installment due on April 10, 2009,
Principal and interest i default in payment of any become immediately due of suit on this note, agree Makers, endorsers and Sureties, endorsers and	d sureties waive demand of payment, notice of no sugarantors agree to all of the provisions of this not	of% per annum. Upon amount then unpaid shall otice. The undersigned, in case n-payment, protest and notice. re, and consent that the time or
Important. Read Bef only those terms in writ written contract may be	any part hereof may be extended after maturity, f ore Signing: The terms of this Agreement sho ing are enforceable. No other terms or oral pr legally enforced. You may change the terms ent. Borrower acknowledges the receipt of a Triple #Anterna	ould be read carefully because omises not contained in this of this Agreement only by copy of this document at the
Address: <u>1658 Highway 20</u> Lawton, IA 510	0 mms m	me-
Phone:Caveat	James B. Hensch James B. Hensch Brian R. Hensch Brian R. Hensch This form not to be used for a Consumer Credit	chen
© The Iowa State Bar Association 2005		136 PROMISSORY NOTE
		Revised January 2005

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