DELAWARE COUNTY IOWA
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BOOK 91 PAGE 300
DEBORAH L. PEYTON
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Return the document to:

Attn: Virginia Fleming
Wells Fargo Bank Iowa, NA
PO Box 1887
Cedar Rapids, IA 52406

Prepared by: Linda M. Kirsch, 115 3rd St. SE, 500 Firstar Bank Bldg., P.O. Box 2107, Cedar Rapids, IA 52406-2107 (319) 365-9461
Address Tax Statement:

ASSIGNMENTS OF LEASES AND RENTS

This Assignment is made this March 1, 2000, between **BENTON/LINN WIRELESS, L.L.C.** (the "Assignor"), a limited liability company, and **NORWEST BANK IOWA, NATIONAL ASSOCIATION** (the "Assignee"), a national banking association.

The Assignor has executed and delivered to the Assignee a promissory note dated March 1, 2000 (including all extensions, renewals, modifications or substitutions thereof, the "Note") in the original principal amount of $3,000,000.00.

To secure payment of the obligation described above (the "Obligation"), the Assignor has executed and delivered to the Assignee Leasehold Mortgages ("Mortgage") dated March 1, 2000, covering certain properties ("Mortgaged Property") including, among other things, the real estate described in the attached **EXHIBIT A** and the buildings, improvements, fixtures and personal property now or in the future located thereon.

The Assignee has required the execution of this Assignment or Leases and Rents ("Assignment") as a condition to making an Advance under the Obligation.

ACCORDINGLY, in consideration of the premises and other good and valuable consideration, the Assignor does hereby grant, transfer and assign to the Assignee all of the Assignor's right, title and interest in and to (i) any and all present or future leases or tenancies, whether written or oral, covering or affecting any or all of the Mortgaged Property, together with any and all extensions, modifications and renewals thereof (each, a "Lease" and collectively, the "Leases"), (ii) all of Assignor's rights of possession, interest and reversion as lessor in and to the premises and property described in and covered by the Leases, (iii) all rents, profits and other income or payments of any kind due or payable or to become due or payable to the Assignor as the result of any use, possession or occupancy of all or any portion of the Mortgaged Property or as the result of the use of or lease of any personal property constituting a part of the Mortgaged Property, whether accruing before or after foreclosure of the Mortgage or during the period of redemption thereof ("Rents"), (iv) all guaranties of the said Lease or Rents, including guaranties of tenant performance thereof, together with any and all extensions, modifications and renewals thereof, (v) all insurance proceeds regarding rental loss and business interruption coverage as to said Leases or Rents, and (vi) all judgements or settlements of claims in favor of Assignor and arising out of said Leases or Rents in any court proceeding, including any bankruptcy, reorganization, insolvency or debtor proceeding or case or otherwise, all for the purpose of securing (a) payment of all indebtedness evidenced by the Obligation and all other sums secured the Mortgage; and (b) performance and discharge of each and every obligation, covenant and agreement of the Assignor contained herein and in the Mortgage.

The Assignor warrants and covenants that Assignor is and will remain the absolute owner of the Rents and Leases free and clear of all liens and encumbrances other than the lien granted herein, that Assignor has not previously assigned or otherwise encumbered the Assignor's interest in any of the Rents or Leases to any other person except as may have been disclosed in writing to the Assignee; that Assignor has the right under applicable law, under the Leases and otherwise to execute and deliver this Assignment and to keep and perform all obligations hereunder; and that Assignor will warrant and defend the Leases and Rents against all adverse claims, whether now existing or later arising.

The Assignor further covenants and agrees as follows:

1. *LEASES.* Assignor, at Assignee's request, shall furnish Assignee with executed copies of all Leases now existing or hereafter made of all or any part of the Mortgaged Property, and all Leases now or hereafter entered into will be in form and substance subject to the approval of Assignee. All Leases of the Mortgaged Property shall specifically provide that such Leases are subordinate to this Instrument; that the tenant attorns to Assignee, such attornment to be effective upon Assignee's acquisition of title to the Mortgaged Property; that the tenant agrees to execute such further evidences of attornment as Assignee may from time to time request; that the attornment of the tenant shall not be terminated by foreclosure; and that Assignee may, at Assignee's option, accept or reject such attornments. Assignor shall not, without Assignee's written consent, execute, modify, surrender, or terminate, either orally or in writing, any Leases now existing or hereafter made of all or any part of the Mortgaged Property providing for a term of three (3) years or more, permit an assignment or sublease of such a Leases without Assignee's written consent, or request or consent to the subordination of any Leases of all or any part of the Mortgaged Property to any lien subordinate to this Instrument.

2. *PERFORMANCE OF LEASES.* The Assignor will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which the Assignor now is or hereafter becomes liable to observe or perform under any present or future Lease, and, at the Assignor's sole cost and expense, will enforce or secure the performance of each and every obligation, under each and every Lease. The Assignor will observe and comply with all provisions of law applicable to the operation and ownership of the Mortgaged Property. The Assignor will give prompt written notice to the Assignee of any notice of default on the part of the Assignor with respect to any Lease received from the tenant thereunder, and will also at Assignor's sole cost and expense, appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or the obligations, duties or liabilities of the Assignor or any tenant thereunder. The Assignor will not lease or otherwise permit the use of all or any portion of the Mortgaged Property for rent that is below the fair market rent for such property. Assignor will not: (i) terminate the term of any Lease or accept a surrender thereof unless required to do so by terms of any Lease, (ii) waive, condone or in any manner release or discharge any lessees of or from the obligations, covenants, conditions and agreements by lessees to be performed under any Leases, including the obligation to pay the Rents called for thereunder in the manner and at the time specified therein, or (iii) following an Event of Default under the Mortgage or a breach of any warranty or covenant contained in this Agreement, collect or seek to collect the Rents from the lessees or direct any lessees to pay Rents to a party other than the Assignee or its agent. Assignor does hereby expressly release, relinquish and surrender unto Assignee, Assignors right, power and authority to do any of the foregoing and any attempt on the part of Assignor to exercise any such right without the written authority and consent of the Assignee thereto being first obtained shall constitute a breach of the terms hereof entitling the Assignee to declare the Obligation immediately due and payable.

3. *COLLECTION OF RENTS IN ADVANCE.* The Assignor will not collect or accept any Rents for the use or occupancy of the Mortgaged Property for more than one month in advance. Security deposits shall not be deemed Rents for purposes of this Section.

4. *PROTECTING THE SECURITY OF THIS AGREEMENT.* Should the Assignor fail to perform or observe any covenant or agreement contained in this Assignment, then the Assignee may (but shall have no obligation to) make or do the same in such manner and to such extent as the Assignee may deem appropriate to protect the security hereof. The rights of the Assignee hereunder shall include but not be limited to (i) the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Assignee, (ii) the right to perform and discharge each and

every obligation, covenant and agreement of the Assignor contained in any Lease, and (iii) the right, in exercising any of the other rights granted hereunder, to pay necessary costs and expenses, employ counsel and pay reasonable attorneys' fees. The Assignor shall pay on demand all sums expended by the Assignee pursuant to this Section, together with interest thereon at the rate stated by the Note or the rate stated in the most recent obligation covered by the Guaranty, and the same shall be added to the Obligation secured hereby and by the Mortgage.

5. *PRESENT ASSIGNMENT.* This Assignment shall constitute a perfected, absolute and present assignment; provided that the Assignor shall have the right to collect all of the Rents (subject to the Section entitled "Collection of Rents in Advance") and to retain, use and enjoy the same until an Event of Default occurs under the Mortgage or the Assignor breaches any warranty or covenant contained in this Assignment. Any Rents accruing prior to an Event of Default under the Mortgage but paid thereafter shall be paid to the Assignee.

6. *SURVIVAL OF OBLIGATION.* This Assignment is given as security in addition to the Mortgage. All of the Assignor's obligations under the Mortgage and this Assignment shall survive foreclosure of the Mortgage. The Assignor shall observe and comply with all terms and conditions contained in the Mortgage and in this Assignment and shall preclude any Event of Default from occurring under the Mortgage during the period of redemption following foreclosure of the Mortgage.

7. *DEFAULT; REMEDIES.* Upon the occurrence of any Event of Default specified in the Mortgage or upon the breach of any warranty or covenant contained in this Assignment, the Assignee may, at its option:

   a) in the name, place and stead of the Assignor and as the Assignee in its sole discretion deems appropriate (i) enter upon, manage and operate the Mortgaged Property or retain the services of one or more independent contractors to manage and operate all or any part of the Mortgaged Property; (ii) make, enforce, modify and accept surrender of the Leases; (iii) obtain or evict tenants, collect, receive, sue for, fix, modify, adjust or compromise the Rents, and enforce all rights of the Assignor under the Leases; and (iv) perform any and all other acts that may be necessary or proper to protect the security of this Assignment.

   b) with or without exercising the rights set forth in subparagraph (a) above, give or require the Assignor to give notice to any or all tenants under the Leases authorizing and directing them to pay all Rents under the Leases directly to the Assignee; and

   c) without regard to any waste, adequacy of the security or solvency of the Assignor, apply for the appointment of a receiver of the Mortgaged Property, to which appointment the Assignor hereby consents, whether or not foreclosure proceedings have been commenced under the Mortgage and whether or not a foreclosure sale has occurred.

The exercise of any of the foregoing rights or remedies and the application of the Rents, profits and income pursuant to the Section entitled "Application of Rents, Profits and Income" shall not cure or waive any Event of Default (of notice of default) under the Mortgage or invalidate any act done pursuant to such notice.

8. *APPLICATION OF RENTS, PROFITS AND INCOME.* All Rents collected by the Assignee or its agent or receiver each month shall be applied as follows:

   a) if a receiver has been appointed, to payment of all reasonable fees of the receiver;

b) to payment of all tenant security deposits then owing to tenants under any of the Leases;

c) to payment, when due, or prior or current real estate taxes and special assessments with respect to the Mortgaged Property, or if the mortgage requires periodic escrow payments for such taxes and assessments, to the escrow payments then due;

d) to payment of all premiums then due for insurance required by the provisions of the Mortgage, or if the Mortgage requires periodic escrow payments for such premiums, to the escrow payments then due;

e) to payment of expenses incurred for normal maintenance of the Mortgaged Property;

f) if received prior to any foreclosure sale of the Mortgaged Property, the Assignee for payment of the Obligation, but no such payment made after acceleration of the Obligation;

g) if received during or with respect to the period of redemption following a foreclosure sale of the Mortgaged Property:

(i) If the purchaser at the foreclosure sale is not the Assignee, first to the Assignee to the extent of any deficiency of the sale proceeds to repay the Obligation, second to the purchaser to be retained as a credit to the redemption price, but if the Mortgaged Property is not redeemed, then to the purchaser of the Mortgaged Property;

(ii) If the purchaser at the foreclosure sale is the Assignee, to the Assignee to the extent of any deficiency of the sale proceeds to repay the Obligation and the balance to be retained by the Assignee as a credit to the redemption price, but if the Mortgaged Property is not redeemed, then to the Assignee, whether or not any such deficiency exists.

The rights and powers of the Assignee under this Assignment and the application of Rents under this Section shall continue until expiration of the redemption period from any foreclosure sale, whether or not any deficiency remains after the foreclosure sale.

9. *NO LIABILITY FOR ASSIGNEE.* The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability of the Assignor under the Leases. This Assignment shall not operate to place upon the Assignee responsibility for the control, care, management or repair of the Mortgaged Property or for carrying out of any of the terms and conditions of the Leases. The Assignee shall not be responsible or liable for any waste committed on the Mortgaged Property, for any dangerous or defective condition of the Mortgaged Property, for any negligence in the management, upkeep, repair or control of said Mortgaged Property or for failure to collect the Rents.

10. *ASSIGNOR'S INFEMNIFICATION.* The Assignor shall indemnify and hold the Assignee harmless against any and all claims, demands, liability, loss or damage (including all costs, expenses and reasonable attorneys' fees in the defense thereof) asserted against, imposed on or incurred by the Assignee in connection with or as a result of this Assignment or the exercise of any rights or remedies under this Assignment or under the Leases or by reason of any alleged obligations or undertakings of the Assignee to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should the Assignee incur any such liability, the amount thereof, together with interest thereon at the rate stated in the Note or the rate stated in the most recent obligation covered by the Guaranty,

shall be secured hereby and by the Mortgage, and the Assignor shall reimburse the Assignee therefor immediately upon demand, and upon failure of Assignor to do so, the Assignee shall have the option to declare the Obligation immediately due and payable.

11. *AUTHORIZATION TO TENANTS.* Upon notice from the Assignee that it is exercising the remedy set forth in the Section entitled "Default; Remedies" of this Assignment, the tenants under the Leases are hereby irrevocably authorized and directed to pay to the Assignee all sums due under the Leases, and the Assignor hereby consents and directs that said sums shall be paid to the Assignee with out the necessity for a judicial determination that a default has occurred hereunder or under the Mortgage or that the Assignee is entitled to exercise its rights hereunder, and to the extent such sums are paid to the Assignee, the Assignor agrees that the tenant shall have no further liability to the Assignor for the same. The signature of the Assignee alone shall be sufficient for the exercise of any rights under this Assignment and the receipt of the Assignee alone for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Mortgaged Property. Checks for all or any part of the Rents collected under this Assignment shall upon notice from the Assignee be drawn to the exclusive order of the Assignee.

12. *SATISFACTION.* Upon the payment in full of the Obligation secured hereby as evidenced by the recording of an instrument of satisfaction or full release of the Mortgage, unless there shall have been recorded another mortgage in favor of Assignee for the benefit of the Assignee covering the whole or any part of the Mortgaged Property, this Assignment shall become null and void and be of no further effect.

13. *ASSIGNEE AS ATTORNEY-IN-FACT.* The Assignor hereby irrevocably appoints the Assignee and its successors and assigns as the Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, with the right but not the duty to exercise any rights or remedies hereunder and to execute and deliver during the term of this Assignment such instruments as the Assignee may deem appropriate to make this Assignment and any further assignment effective, including but not limited to the right to endorse on behalf and in the name of the Assignor all checks from tenants in payment of Rents that are made payable to the Assignor.

14. *SPECIFIC ASSIGNMENT OF LEASES.* The Assignor shall transfer and assign to the Assignee upon written notice by the Assignee, any and all specific Leases that the Assignee requests. Such transfer or assignment by the Assignor shall be upon the same or substantially the same terms and conditions as are herein contained, and the Assignor shall properly file or record such assignments, at the Assignor's expense, if requested by the Assignee.

15. *UNENFORCEABLE POROVISIONS SERVERABLE.* All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any terms of this Assignment shall be held to be invalid, illegal or unenforceable, the validity of other terms hereof shall in no way be affected thereby.

16. *SUCCESSORS AND ASSIGNS.* This Agreement shall be binding upon the Assignor and the heirs, legal representatives and assigns of the Assignor, and shall inure to the benefit of the Assignee and its successors and assigns.

17. *AMENDMENT; ADRESSES FOR NOTICE.* This Assignment may not be amended or waived except in writing signed by the Assignor and the Assignee. Any notice under this Assignment shall be deemed to have been given in accordance with the requirements for notice under the Mortgage.

18. *COUNTERPARTS.* This Assignment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one instrument.

19. *GOVERNING LAW; REMEDIES CUMULATIVE.* This Assignment shall be construed and enforced in accordance with the laws of the State of Iowa. Assignee shall have all rights and remedies available under the law in effect at the time such rights and remedies are sought to be enforced, whether or not they are available under current law. All rights, remedies and powers of Assignee shall be distinct and cumulative and may be exercised singly or serially (in any order) or concurrently, and as often as the occasion therefore arises, whether or not foreclosure proceedings are pending under the Mortgage. Assignee shall not be required to resort first to the security of this Assignment or of the Mortgage before resorting to the security of the other, and Assignee may exercise the security hereof and of the Mortgage concurrently or independently and in any order or preference.

20. *FURTHER ASSURANCES.* Upon request of Assignee, Assignor will promptly execute any and all instruments requested by the Assignee to carry this Assignment into effect or to accomplish any other purposes deemed by the Assignee to be reasonably necessary or appropriate in connection with this Agreement.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.

BENTON/LINN WIRELESS, L.L.C.

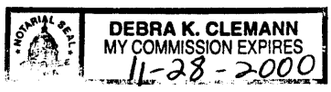
Charles W. Eldred Pres.

By: Charles W. Eldred, President

John C Brady

By: John C. Brady, Secretary

STATE OF IOWA)
) ss:
COUNTY OF LINN)



On this 1st day of March, 2000, before me, a Notary Public in and for the State of Iowa, personally appeared Charles W. Eldred and John C. Brady, to me personally known, who being by me duly sworn did say that they are the President and secretary, respectively, of BENTON/LINN WIRELESS L.L.C. and that said instrument was signed on behalf of the said corporation by authority of its board of directors and the said Charles W. Eldred and John C. Brady acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Debra K. Clemann
Notary Public in the State of Iowa.

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EXHIBIT A

Legal Description

Tax Parcel ID#: 690000200400

Lots 10-14, Block 13 town of Ryan, Iowa.

EXHIBIT A
LEGAL DESCRIPTION

The property is legally described as follows:

PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 89 NORTH, RANGE 5, WEST OF THE 5TH PM, DELAWARE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 33.

THENCE NORTH 1°52'44"EAST 231.90 FEET ALONG THE WEST LINE OF THE NORTHEAST ¼ OF SAID SECTION 33.

THENCE NORTH 88°07'12"EAST 1373.37 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF DELHI ROAD AND THE POINT OF BEGINNING.

THENCE NORTH 03°20'04"EAST 251.25 FEET;

THENCE SOUTH 82°41'01"EAST 304.70 FEET;

THENCE SOUTH 10°09'50"WEST 276.02 FEET TO THE SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF DELHI ROAD AND TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 75,065 SQUARE FEET, MORE OR LESS

(FOR PURPOSES OF THIS DESCRIPTION, ALL BEARINGS ARE BASED ON TRUE NORTH)