DELAWARE COUNTY IOWA
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2004 NO 19 AM 11:30

BOOK 4 PAGE 4330
DEBORAH L. PEYTON
DELAWARE CO RECORDER
142.00

Del. Co. AB.

2004-4349

(Space Above for Recorder/Registrar Use)

After recording return to:

Midwest Wireless Iowa L.L.C.
2000 Technology Drive
P.O. Box 4069
Mankato, MN 56002-4069
Attn: Vice-President – Legal and Regulatory Affiars
507-385-2360

MORTGAGE
AND
SECURITY AGREEMENT
AND
FIXTURE FINANCING STATEMENT

This Instrument was drafted by:

David G. Baratti
Leonard Street & Deinard
150 S. 5th Street
Suite 2300
Minneapolis, Minnesota 55402
612-335-1888

MORTGAGE
AND
SECURITY AGREEMENT
AND
FIXTURE FINANCING STATEMENT

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THIS MORTGAGE AND SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (hereinafter referred to as this "Mortgage") is made as of the 15th day of October, 2003, by and between **MIDWEST WIRELESS IOWA L.L.C.**, a Delaware limited liability company (the "**Mortgagor**"), and **COBANK, ACB**, a federal instrumentality, as Administrative Agent (the "**Mortgagee**"), for the benefit of itself and the Lenders as defined in the hereinafter defined Loan Agreement.

NOTICE: This Mortgage secures credit in the aggregate principal amount of $80,000,000. Loans and advances up to this amount, together with interest are senior to indebtedness to other creditors under subsequently recorded or filed mortgages and liens.

A portion of the indebtedness secured by this Mortgage is a revolving line of credit under which advances, payments and readvances may be made from time to time.

☐ **If this box is checked, this Instrument is a Purchase Money Mortgage as defined in the Iowa Code.**

WHO DECLARED THAT:

RECITALS

WHEREAS, pursuant to that certain Amended and Restated Loan Agreement, dated as of October 15, 2003 (as the same may be amended, supplemented, modified, extended or restated from time to time, the "**Loan Agreement**"), by and among the Mortgagor, Midwest Wireless Holdings L.L.C., Midwest Wireless Communications L.L.C., Midwest Wireless Wisconsin L.L.C. (all of the foregoing, collectively, "**Borrowers**"), Mortgagee, as Administrative Agent, Arranger and a Lender, and other Lenders from time to time parties to the Loan Agreement, the Lenders have agreed to make loans to Borrowers as provided therein in the aggregate maximum principal amount outstanding at any one time not to exceed $80,000,000 (collectively, the "**Loans**"), which are evidenced by one or more promissory notes (as each may be amended, supplemented, modified, replaced or renewed from time to time, collectively, the "**Note**") and bearing interest at the rates set forth therein, with principal being due and payable as set forth therein and with all principal and interest, if not sooner paid, being due and payable on June 30, 2009; and

WHEREAS, the Loan Agreement amends and restates in its entirety the previous Loan Agreement between Borrowers and Mortgagee, as Administrative Agent, Arranger and a Lender, and other Lenders from time to time parties thereto, dated as of October 22, 2001, as previously amended, supplemented, modified and extended.

WHEREAS, as an inducement to the Mortgagee to execute the Loan Agreement and to make the Loans and extend other financial accommodations to the Mortgagor under the Loan Agreement, the Mortgagor has agreed to grant to the Mortgagee a mortgage and lien in and to the Premises (as hereinafter defined), as security for its obligations pursuant to the Note, the Loan Agreement and the other Loan Documents;

NOW, THEREFORE, in consideration of the foregoing, and intending to be legally bound hereby, the Mortgagor hereby agrees as follows:

1.1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

1.2. Mortgage. In order to secure the full and prompt payment and performance when due of the Secured Obligations (as hereinafter defined), the Mortgagor does by these presents specifically mortgage, convey and hypothecate and grant a first-priority security interest (subject to the Permitted Title Exceptions as defined below) unto and in favor of the Mortgagee, with power of sale, any and all of the Mortgagor's present and future rights, title and interest in and to the following described property (collectively, the **"Premises"**):

(a) all those certain tracts, pieces or parcels of land (and any easements, rights of way or other rights or interests in land) owned by the Mortgagor and located in the Counties of the State of Iowa identified on **Exhibit A** hereto and made a part hereof, including, without limitation, those parcels specifically described on **Exhibit A** (the **"Land"**);

(b) the leasehold and easement estates (collectively, the **"Leaseholds"**) created by and under those certain leases and grants of easement identified on **Exhibit B** hereto and made a part hereof (collectively, the **"Leasehold Leases"**) by which the lessors and grantors therein have leased, let and demised or granted to the Mortgagor Leaseholds in that certain real property located in the Counties of the State of Iowa as described on **Exhibit B** hereto and made a part hereof (the **"Leased Property"**), together with any after-acquired estate of the Mortgagor in the Leased Property and any option to purchase the Leased Property now or hereafter existing in favor of the Mortgagor (the Land, the Leaseholds and the Leasehold Leases and any such after acquired estate or option in the Leased Property are hereinafter referred to collectively as the **"Real Property"**);

(c) all buildings, structures and improvements of every nature whatsoever now or hereafter situated on, under or above the Real Property and all fixtures now or hereafter attached thereto, including all telecommunications and radio transmitting and receiving equipment, antennas, microwave communication equipment, machinery, satellite dishes, poles, posts, towers, cross-arms, conduits, ducts, lines (whether overhead or underground or otherwise), wires, cables, exchanges, switches, including, without limitation, host switches and remote switches, desks, testboards, frames, racks, motors, generators, batteries, central office equipment, pay stations, protectors, subscriber equipment, instruments, connectors, connections and appliances (collectively, the **"Improvements"**);

(d) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water rights, minerals, crops, timber and other emblements now or hereafter located on the Real Property or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Real Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor (the **"Easements and Appurtenances"**; together with the Real Property, the Leasehold Leases and the Improvements, are hereinafter referred to collectively as the **"Property"**);

(e) any and all leases, rental agreements and arrangements of any sort now or hereafter affecting the Property or any portion thereof and including any and all extensions, renewals and modifications thereof (the **"Leases"**) and guaranties of the performance or obligations of any tenants or lessees thereunder (the **"Tenants"**), providing for or resulting in the payment of money to the Mortgagor for the use of the Property or any portion thereof, whether the user enjoys the Property or any portion thereof as tenant for years, invitee, licensee, tenant at sufferance or otherwise, and irrespective of whether such leases, rental agreements and arrangements be oral or written, together with all income, rents, issues, profits and revenues from the Leases (including all tenant security deposits and all other tenant deposits, whether held by the Mortgagor or in a trust account, and all other deposits and escrow funds relating to any Leases), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same; provided, however, that although this Mortgage contains (and it is hereby agreed that this Mortgage contains) a present, current, unconditional and absolute assignment of all of said income, rents, issues, profits and revenues, the Mortgagor and the Mortgagee have agreed that so long as there shall exist no Default (as hereinafter defined) the Mortgagor shall have a revocable license to collect routine rental payments and revenues which do not relate to periods more than one month after collection unless the Lease requires prepayment more than one month in advance, it being agreed that the Mortgagee shall be entitled at all times to possession of all other income, rents, issues, profits and revenues (including deposits), and it being further agreed that upon the occurrence of a Default hereunder such license shall be automatically revoked without the necessity of further action by the Mortgagee;

(f) any and all awards, payments, proceeds and the right to receive the same, either before or after any foreclosure hereunder, as a result of any temporary or permanent injury or damage to, taking of or decrease in the value of the Property by reason of casualty, condemnation or otherwise;

(g) all claims and causes of action arising from or otherwise related to any of the foregoing, and all rights and judgments related to any legal actions in connection with such claims or causes of action, and all cash (or evidences of cash or of rights to cash) or other property or rights thereto relating to such claims or causes of action;

(h) all other real property of every kind, nature and description, and wheresoever located, now owned or leased or hereafter acquired or leased by the Mortgagor; and

(i) all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds of any of the foregoing.

1.3. Warranties of Title. The Mortgagor covenants that the Mortgagor is lawfully seized of the Land in fee simple absolute, that the Mortgagor has good and marketable leasehold or easement title to the Leased Property, that the Mortgagor has good right and is lawfully authorized to sell, convey or encumber the Premises and that the Premises are free and clear of all encumbrances, subject only to the Permitted Encumbrances permitted under the Loan Agreement and the matters set forth on **Exhibit C** hereto and made a part hereof (collectively, the **"Permitted Title Exceptions"**). The Mortgagor further warrants and represents that the Leasehold Leases are valid and subsisting and that the Mortgagor has good and lawful right and authority to mortgage its right, title and interest in the Leased Property as provided for herein. The Mortgagor warrants and will forever defend the Premises against the claims of all persons whomsoever, except for the holders of the Permitted Title Exceptions.

1.4. Mortgage Securing Future Indebtedness. Nothing under this Mortgage shall be construed as limiting the duration of this Mortgage or the purpose or purposes for which the Secured Obligations may be requested or extended. The Mortgagor's additional loans or guarantees will automatically be secured by this Mortgage without the necessity that the Mortgagor agree or consent to such a result at the time such additional loans or guarantees are made and that the note or notes and guaranty or guaranties evidencing such additional loans or guarantees reference the fact that such notes or guaranties are secured by this Mortgage. The Mortgagor understands that the Mortgagor may not subsequently have a change of mind and insist that the Mortgagor's additional loans or guaranties not be secured by this Mortgage unless the Mortgagee specifically agrees to such a request in writing.

1.5. Security Agreement. This Mortgage is a self-operative security agreement with respect to the Premises consisting of personal property, Mortgagor hereby grants Mortgagee, for the benefit of itself and Lenders, a continuing security interest with respect to said items, and this Mortgage is intended to constitute a security agreement as required under the Uniform Commercial Code as in effect in the State of Iowa (as so in effect from time to time, the **"Uniform Commercial Code"**), between the Mortgagor as Debtor and the Mortgagee as Secured Party, but the Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements and other instruments as the Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of the Premises consisting of personal property and the Mortgagee shall have all the rights and remedies of a secured party under the Uniform Commercial Code in addition to those specified herein.

1.6. Obligations Secured. This Mortgage is given to secure the payment and performance of the following described obligations (collectively, the **"Secured Obligations"**): (a) the "Obligations" as defined in the Loan Agreement, including all extensions, modifications, renewals or increases thereof; (b) the payment of any and all additional advances made or costs or expenses incurred by the Mortgagee to protect or preserve the Premises or the lien and security interest created hereby or for taxes, assessments or insurance premiums as hereinafter provided, or for performance of any of the Mortgagor's obligations hereunder, or for any purpose referred to in

Section 2.7 hereof, or for any other purpose provided herein (whether or not the Mortgagor remains the owner of the Premises at the time such advances are made or costs or expenses are incurred); and (c) the payment of all other indebtedness and the performance of all other obligations of the Mortgagor to the Mortgagee of every type and description, including reasonable attorneys' fees, whether now existing or hereafter arising, fixed or contingent, as primary obligor or as guarantor or surety, acquired directly or by assignment or otherwise, liquidated or unliquidated, arising pursuant to the Loan Documents.

1.7. Release and Cancellation. Should the Secured Obligations be paid according to the tenor and effect thereof when the same shall become due and payable, and should the Mortgagor perform all covenants herein contained in a timely manner, then this Mortgage and the liens and security interests granted hereby shall be released and terminated and shall be cancelled and surrendered.

1.8. Revolving Credit Loans. A portion of the Indebtedness secured by this Mortgage is a revolving credit facility under which advances, payments and readvances may be made from time to time.

COVENANTS AND AGREEMENTS

2.1 Payment of Secured Obligations. The Mortgagor shall pay all amounts due under the Secured Obligations promptly as the same shall become due.

2.2 Taxes, Liens and Other Charges. The Mortgagor shall pay, on or before the due date thereof, all (a) taxes, assessments, and other charges of every character whatsoever now or hereafter levied on, assessed, placed or made against the Secured Obligations, the Premises, this Mortgage, or any other Loan Document, or any interest of the Mortgagee in the Secured Obligations, the Premises or the Loan Documents; (b) premiums on policies of insurance now or hereafter covering the Premises, and any and all other insurance policies now or hereafter collaterally pledged to the Mortgagee; (c) ground rentals or other lease rentals, if any, payable by the Mortgagor; (d) utility charges, whether public or private; and (e) penalties and interest on any of the foregoing. The Mortgagor will promptly pay at the time this Mortgage is presented for recording all recording taxes or fees, intangibles taxes, mortgage or stamp taxes or other taxes or fees assessed against this Mortgage or the indebtedness secured hereby. The Mortgagor will promptly pay any tax arising out of the passage of any law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or security agreements, or indebtedness secured thereby, or the manner of collection thereof. The Mortgagor shall promptly deliver to the Mortgagee upon demand receipts showing timely payment in full of all of the above items. Notwithstanding the foregoing, this Section 2.2 shall not prohibit the Mortgagor from contesting any taxes, assessments or charges described in this Section 2.2 if such contests are diligently pursued in good faith and if adequate reserves therefor are maintained in conformity with GAAP.

2.3 Insurance and Condemnation.

2.3.1 The Mortgagor shall procure for, deliver to and maintain for the benefit of the Mortgagee during the term of this Mortgage, original, fully paid insurance policies issued by such insurance companies, in such amounts, form and substance, insuring such parties (including the Mortgagor and any contractor performing work upon the Premises) and with such expiration dates as required pursuant to the Loan Agreement, naming the Mortgagee as mortgagee and loss payee with respect to all property insurance and the Mortgagee as an additional insured with respect to all liability insurance. The Mortgagor shall cause any builder's risk insurance covering any improvements to the Premises to be replaced by permanent insurance promptly upon completion of such improvements and without any lapse in coverage. At the request of the Mortgagee, the Mortgagor shall provide evidence satisfactory to the Mortgagee that all such insurance is in effect. If the Premises or any part thereof is damaged by fire or any other cause, the Mortgagor will give immediate written notice thereof to the Mortgagee.

2.3.2 The Mortgagor shall notify the Mortgagee immediately upon obtaining knowledge of the institution, or the proposed, contemplated or threatened institution, of any action for the taking through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental or quasi-governmental authority and any transfer by private sale in lieu thereof) of the Premises or any part thereof.

2.3.3 The Mortgagee shall be entitled to all compensation, awards and other payments arising from any casualty, condemnation or damage to the Premises or any portion thereof or to any other property of the Mortgagor and to give receipts and acquittances therefor, and is hereby authorized, at its option, to adjust or compromise any casualty, condemnation or damage claim or cause of action, to commence, appear in and prosecute, in its own or in the Mortgagor's name, any action or proceeding relating to any casualty, condemnation or damage claim or cause of action, and to settle or compromise any claim or cause of action in connection therewith. Each insurance company, condemning authority or other party is hereby authorized and directed to make payment for all such claims and causes of action directly to the Mortgagee, instead of to the Mortgagor and the Mortgagee jointly. In the event any insurance company, condemning authority or other party fails to disburse directly and solely to the Mortgagee to the extent herein required but disburses instead either solely to the Mortgagor or to the Mortgagor and the Mortgagee jointly, the Mortgagor agrees immediately to endorse and transfer such payments to the Mortgagee. Upon the failure of the Mortgagor to endorse and transfer such payments as aforesaid, the Mortgagee may execute such endorsements or transfers for and in the name of the Mortgagor and the Mortgagor hereby irrevocably appoints the Mortgagee as the Mortgagor's agent and attorney-in-fact so to do. The Mortgagee shall not be responsible for any failure to collect any insurance proceeds, any condemnation award or any other payment relating to the Premises, regardless of the cause of such failure. Notwithstanding anything herein to the contrary, so long as no Event of Default has occurred and is continuing under the Loan Agreement, insurance proceeds due under the policies described in Subsection 2.2 of the Loan Agreement may be applied as permitted pursuant to Subsections 1.7(C) and 2.2 of the Loan Agreement.

2.3.4 Subject to the application of insurance proceeds as permitted pursuant to Subsection 2.3.3, after deducting from any condemnation, insurance or other proceeds received by

the Mortgagee all expenses of the Mortgagee incurred in the collection and administration of such sums, including attorney's fees, the Mortgagee may, at its option, either (a) apply such net proceeds to the payment of the Secured Obligations, whether or not due and in whatever order the Mortgagee elects or to any other purposes for which the Mortgagee is entitled to advance funds under this Mortgage, all without affecting the liens and security interests created by this Mortgage or (b) apply the net proceeds thereof to the restoration or repair of the property damaged provided the following conditions are met:

(i) there exists no Default (as hereinafter defined) or any event or condition which, upon the giving of notice or the passage of time, or both, would constitute a Default;

(ii) the Mortgagor presents evidence satisfactory to the Mortgagee that such net proceeds, together with available equity funds, if needed, shall be sufficient to completely restore or repair the damaged property as well as to maintain relevant compliance with the financial and other covenants of the Mortgagor in the Loan Agreement; and

(iii) the Mortgagee will not incur any liability to any other person as a result of such use of such net proceeds.

Any balance of such monies not applied by the Mortgagee as aforesaid shall be paid to the Mortgagor or the person or entity lawfully entitled thereto.

2.3.5 In the event of the foreclosure of this Mortgage or any other transfer of title to the Premises in extinguishment or partial extinguishment of the Secured Obligations, all right, title and interest of the Mortgagor in and to all insurance policies then in force (including any premiums paid in advance), all insurance proceeds, all condemnation proceeds and awards and all claims and judgments for damage to the Premises or any portion thereof shall pass to the purchaser or the Mortgagee, and said purchaser or the Mortgagee shall have the right to receive all awards, proceeds or payments relating thereto to the extent of any unpaid Secured Obligations following such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage or the Secured Obligations shall have been sought or recovered, and to the extent of reasonable counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such award, proceeds or payments.

2.4 Leases.

2.4.1 The Mortgagor shall (a) fulfill, perform and observe each and every condition and covenant of landlord or lessor contained in each of the Leases; (b) give prompt notice to the Mortgagee of any claim of default or notice of any event or condition which, with notice or passage of time or both, would constitute a default under any of the Leases, whether given by or given to the Mortgagor, together with a complete copy of any notice expressing such claim; (c) at no cost or expense to the Mortgagee, enforce, short of termination, the performance and observance of each and every condition and covenant of each of the parties under the Leases; (d) appear in and defend any action against any one or more of the Mortgagor, the Mortgagee and the Premises arising out of, or in any manner connected with, any of the Leases, or the obligations or liabilities of any

party thereto or any guarantor thereof; and (e) furnish to the Mortgagee upon demand copies of all Leases.

2.4.2 Except (a) Leases of telecommunications facilities or capacity thereon in the ordinary course of business or (b) Leases for a term of less than one (1) year (including renewals at the right of the lessee) in connection with property not necessary to the operations of the Mortgagor, the Mortgagor shall not, without the prior written consent of the Mortgagee, (i) enter into new Leases; (ii) modify any Leases; (iii) terminate or accept the surrender of any Leases; (iv) waive or release any other party from the performance or observance of any obligation or condition under any Leases; (v) give any consent to any assignment or sublease by any Tenant under any of the Leases; or (vi) permit the prepayment of any rents under any of the Leases for more than one month prior to the accrual thereof. The Mortgagor shall not, without the prior written consent of Mortgagee assign its interest in, to or under any Leases or the rents, issues and profits from the Leases or from the Premises to any person or entity other than another Borrower or the Mortgagee, except as otherwise expressly permitted by the Mortgagee or the Loan Agreement. The Mortgagor shall take no action which will cause or permit the estate of any Tenant under any of the Leases to merge with the interest of the Mortgagor in the Premises or any portion thereof. The Mortgagor shall and does hereby authorize and direct each and every present and future Tenant of all or any part of the Premises to pay all rent (and any other sums due the landlord under the Lease) to the Mortgagee and to perform all other obligations of that Tenant for the direct benefit of the Mortgagee, as if the Mortgagee were the landlord under the Lease with that Tenant, immediately upon receipt of a demand by the Mortgagee to make such payment or perform such obligations, it being acknowledged that no such demand by the Mortgagee shall constitute or be deemed to constitute any assumption by the Mortgagee of any obligations of the landlord under such Lease. No Tenant shall have any responsibility to ascertain whether such demand is permitted hereunder or whether a default shall have occurred. The Mortgagor hereby waives any right, claim or demand it may now or hereafter have against any such Tenant by reason of such payment of rent or other sums or performance of obligations to or for the Mortgagee; and any such payment or performance to or for the Mortgagee shall discharge the obligations of such Tenant to make such payment or performance to or for the Mortgagor.

2.5 Operation, Care and Inspection of Premises. The Mortgagor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises or do or suffer to be done anything which would increase the risk of casualty to the Premises or any part thereof or which would result in the cancellation of any insurance policy carried with respect to the Premises. The Mortgagor shall comply promptly with all applicable laws, rules, ordinances, regulations, judgments, governmental determinations, restrictive covenants and easements affecting the Premises or any part thereof (the **"Requirements"**) and shall cause the Premises to comply at all times and in all respects with all Requirements, and shall at all times operate the Premises, and perform any construction of any portion thereof, in all respects in accordance with all Requirements. To the extent permitted and as provided in the Loan Agreement, Mortgagor shall promptly repair, restore or replace, to the extent and in a manner satisfactory to the Mortgagee, any part of the Premises which may be damaged by fire or other casualty or which may be affected by any condemnation proceeding. The Mortgagee and any persons authorized by the Mortgagee shall have the right at all reasonable times to inspect the Premises, any improvements existing or being constructed thereon and all materials used or to be used in such improvements; provided, however,

that nothing contained herein shall be deemed to impose upon the Mortgagee any obligation to undertake such inspections or any liability for the failure to detect or failure to act with respect to any defect which was or might have been disclosed by such inspections. Notwithstanding anything to the contrary herein, no part of the Premises now or hereafter conveyed as security under this Mortgage shall be removed, demolished or materially altered without the prior written consent of the Mortgagee, except as permitted by the Loan Agreement.

2.6 Further Assurances; After-Acquired Property. The Mortgagor hereby warrants and represents that, except as otherwise agreed to in writing by the Borrowers and Mortgagee, as of the date hereof (i) the Property described on **Exhibit A** hereto, together with all of the Property described in Exhibit A of all other mortgages heretofore given by Mortgagor pursuant to the Loan Agreement, constitutes all of the real property owned in fee by the Mortgagor in the State of Iowa, and (ii) the Property described on Exhibit B hereto, together with all of the Property described in Exhibit B of all other mortgages heretofore given by Mortgagor pursuant to the Loan Agreement, constitute all of the real property over which the Mortgagor holds ground leases and easements (other than as collocation sites on third-party structures) in the State of Iowa. The lien of this Mortgage shall attach automatically, without further act, to all property interests of the Mortgagor in real property acquired after the date of this Mortgage. Without limiting the foregoing, the Mortgagor will notify the Mortgagee in writing promptly following the acquisition or lease of any real property or any interest therein and will provide such additional documents as the Mortgagee may require pursuant to this Section 2.6. The Mortgagor shall execute and deliver to the Mortgagee (and pay the costs of preparation and recording thereof), upon demand, any further instrument or instruments so as to extend the lien of this Mortgage to such after acquired or leased property, to evidence, reaffirm, correct, perfect, continue or preserve the obligations of the Mortgagor under the Loan Documents, the collateral at any time securing or intended to secure the Secured Obligations, and the first and prior (subject to the Permitted Title Exceptions) mortgage, liens and security interests of the Mortgagee to all or any part of the Premises, whether now owned or hereafter acquired by the Mortgagor. Upon any failure of the Mortgagor so to do, the Mortgagee may make, execute, record, file, re-record and/or re-file any and all such instruments for and in the name of the Mortgagor, and the Mortgagor hereby irrevocably appoints the Mortgagee the agent and attorney-in-fact of the Mortgagor to do so.

2.7 Expenses. The Mortgagor will pay or reimburse the Mortgagee, upon demand therefor, for all costs and expenses of any kind (including, without limitation, fees of attorneys, auditors, appraisers and inspectors) paid or incurred by the Mortgagee in connection with the collection of the Secured Obligations or in connection with the collection of any insurance or other proceeds or enforcement of any rights of the Mortgagee under or relating to this Mortgage or the other Loan Documents, including, without limitation, the costs of any suits or proceedings or disputes of any kind in which the Mortgagee is made or appears as a party plaintiff or defendant or which are, in the judgment of the Mortgagee, expedient to preserve or protect its interest in the Premises (including, without limitation, condemnation, insolvency, bankruptcy or probate proceedings, administrative proceedings, proceedings relating to enforcement of laws or regulations, forfeiture proceedings, and appeals at all levels of appeal, whether before or after entry of judgment or other determination). The Mortgagor will pay any and all interest and penalties owing on account of the Secured Obligations or any one or more of the Loan Documents, including any interest or penalties arising on account of failure or delay in payment of any of the items referred to in this

provision. All such costs, expenses, penalties and interest paid or incurred by the Mortgagee shall be added to the Secured Obligations and shall be secured by this Mortgage and shall bear interest thereon as provided in the Loan Agreement.

2.8 Encumbrance. The Mortgagor shall not, without the prior written consent of the Mortgagee, create, incur, assume, or allow to exist any mortgage, deed of trust, deed to secure debt, pledge, lien (including the lien of an attachment, judgment, or execution), security interest, or other encumbrance of any kind upon any of the Premises other than the Permitted Title Exceptions.

2.9 Conveyance. The Mortgagor shall not, without the prior written consent of the Mortgagee, sell, transfer, lease, or otherwise dispose of any of the Premises, except as provided in the Loan Documents.

2.10 Financing Statement; Applicability of Uniform Commercial Code.

2.10.1 This Mortgage is a fixture filing as well as a mortgage and a security agreement. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Mortgage shall be (i) as prescribed herein, or (ii) as prescribed by general law from time to time, or (iii) as prescribed by the Uniform Commercial Code from time to time, all at the Mortgagee's sole election.

2.10.2 The Mortgagor warrants that (i) the Mortgagor's (that is, "Debtor's") name, identity or structure and residence or principal place of business are as set forth in Subsection 2.10.3; (ii) the Mortgagor (that is, "Debtor") has been using or operating under said name, identity or structure without change for the time period set forth in Subsection 2.10.3; and (iii) the location of the personal property collateral described herein is upon the Real Property. The Mortgagor covenants and agrees that the Mortgagor will furnish the Mortgagee with notice of any change in the matters addressed by clauses (i) or (iii) of this Subsection 2.10.2 within thirty (30) days of the effective date of any such change and the Mortgagor will promptly execute any financing statements or other instruments deemed necessary by the Mortgagee to prevent any filed financial statement from becoming misleading or losing its perfected status.

2.10.3 The information contained in this Subsection 2.10.3 is provided in order that this Mortgage shall comply with the requirements of the Uniform Commercial Code, for instruments to be filed as financing statements. The names of the "Debtor" and the "Secured Party," the identity or structure and residence or principal place of business of "Debtor," and the time period for which "Debtor" has been using or operating under said name and identity or structure without change, are as set forth in Schedule 1 of **Exhibit D** attached hereto and by this reference made a part hereof; the mailing address of the "Secured Party" from which information concerning the security interest may be obtained, and the mailing address of "Debtor," are as set forth in Schedule 2 of said **Exhibit D** attached hereto; and a statement indicating the types, or describing the items, of collateral is set forth in Section 1.2 hereof.

2.11 Provisions Regarding Leasehold Leases.

2.11.1 The Mortgagor will duly and punctually perform and comply with all of the terms of the Leasehold Leases required to be performed and complied with by the lessee, tenant or grantee therein, and will do all things necessary to keep unimpaired its right in and to the Leasehold Leases and to prevent any default thereunder or forfeiture or impairment thereof. The Mortgagor will not, except with the prior written consent of the Mortgagee: (a) cancel, terminate or surrender any Leasehold Lease, or consent to or accept any cancellation or termination thereof, or permit any condition or event to exist which would terminate or cancel the same or permit such termination or cancellation; (b) materially amend, modify or otherwise change any term of any Leasehold Lease; or (c) take any action in connection with any Leasehold Lease which would have the effect of impairing the value of the Mortgagor's interest thereunder or of the Premises, or of impairing the interest of the Mortgagee therein. Notwithstanding the foregoing, the Mortgagee's consent shall not be required for the cancellation, termination, surrender or amendment of individual Leasehold Leases which are not part of the Mortgagor's headquarters or switching facilities if the Mortgagor in good faith determines that such cancellation, termination, surrender or amendment is necessary or prudent in the ordinary course of operating and administering the Mortgagor's Wireless System, is not materially adverse to Agents or any Lender and would not otherwise have a Material Adverse Effect. As further security for the repayment of the Secured Obligations and for the performance of the covenants contained herein and in the Leasehold Leases, the Mortgagor hereby assigns to the Mortgagee any and all of the Mortgagor's rights, privileges and prerogatives as lessee or tenant under any Leasehold Lease or otherwise to terminate, cancel, modify, change, supplement, alter, amend, renew or extend such Leasehold Lease, or to purchase the real property that is the subject of such Leasehold Lease and any such termination, cancellation, modification, change, supplement, alteration, amendment or extension of such Leasehold Lease or purchase of such real property, without the prior written consent thereto by the Mortgagee shall be void and of no force and effect. No release of or forbearance to enforce any of the Mortgagor's obligations under any Leasehold Lease, pursuant to such Leasehold Lease or otherwise, shall release the Mortgagor from any of its obligations under this Mortgage, including, without limitation, its obligations with respect to payment of rent as provided for in such Leasehold Lease and the performance of all of the terms, provisions, covenants, conditions and agreements contained in such Leasehold Lease, to be kept, performed and complied with by the lessee or tenant therein. The Mortgagor shall, to the extent necessary for the operation of its business, cause each Leasehold Lease to be renewed and to remain in effect or shall make other arrangements, reasonably acceptable to the Mortgagee, for the lease of substitute space prior to the expiration of each such Leasehold Lease so long as any amount secured hereby shall remain outstanding. The Mortgagor covenants and agrees that it shall provide the Mortgagee with written notice promptly after leasing any such substitute space and the Mortgagor shall take all steps necessary to subject the lease of such substitute space to the lien of this Mortgage.

2.11.2 The Mortgagor will deliver to the Mortgagee, promptly upon issuance or receipt thereof, copies of all notices of default, requests or demands for performance, and other similar instruments furnished or delivered to or by the Mortgagor under any Leasehold Lease which could reasonably have the effect of impairing the value of Mortgagee's interest in such Leasehold Lease.

DEFAULT AND REMEDIES

3.1 Defaults. The term **"Default,"** wherever used in this Mortgage, shall mean any one or more of the following events:

(a) the failure by the Mortgagor to pay when due any amount due under or in connection with any of the Secured Obligations; or

(b) any written representation or warranty made in connection with the Loan Documents or this Mortgage shall prove false or misleading in any material respect; or

(c) the Mortgagor shall violate, or fail to comply fully, with any of the terms and conditions of this Mortgage; provided, however, if such violation or failure is nonmonetary in nature, the Mortgagor shall have thirty (30) days after actual knowledge of the Mortgagor of such violation or failure to cure such violation or failure; or

(d) there shall occur or exist any Event of Default as defined in the Loan Agreement.

3.2 Rights of the Mortgagee Upon Default. If a Default shall have occurred and be continuing, then the Mortgagee, at its option may declare the entire Secured Obligations immediately due and payable without notice or demand, and do any one or more of the following (and, if more than one, either concurrently or independently, and in such order as the Mortgagee may determine in its discretion), all without regard to the adequacy or value of the security for the Secured Obligations:

3.2.1 To the extent permitted by applicable law, enter upon and take possession of the Premises without the appointment of a receiver, or an application therefor; at its option, operate the Premises; at its option, exclude the Mortgagor and its agents and employees wholly therefrom; at its option, employ a managing agent of the Premises; and at its option, exercise any one or more of the rights and powers of the Mortgagor to the same extent as the Mortgagee could, either in its own name, or in the name of the Mortgagor; and receive the rents, incomes, issues and profits of the Premises. The Mortgagee shall have no obligation to discharge any duties of a landlord to any Tenant or to incur any liability as a result of any exercise by the Mortgagee of any rights hereunder; and the Mortgagee shall not be liable for any failure to collect rents, issues, profits or revenues, nor be liable to account for any rents, issues, profits or revenues unless actually received by the Mortgagee.

3.2.2 Apply, as a matter of strict right, without notice and without regard to the solvency of any party bound for its payment or the value of the Premises as security for the Secured Obligations, for the appointment of a receiver to take possession of and to operate the Premises, to collect and apply the incomes, rents, issues, profits and revenues thereof and to perform any and all other acts necessary and appropriate for the operation and maintenance of the Premises, including, but not limited to, the execution, cancellation or modification of the Leasehold Leases or any Leases or subleases, the making of repairs to the Premises and the execution or termination of contracts providing for the management or maintenance of the Premises, all on such terms as are deemed best to protect the security of this Mortgage. The receiver shall be entitled to receive a reasonable fee for

so managing the Premises. All rents collected pursuant to this paragraph shall be applied first to the costs of taking control of and managing the Premises and collecting the rents, including, but not limited to, reasonable attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Premises, premiums on insurance policies, taxes, assessments and other charges on the Premises, and the costs of discharging any obligation or liability of the Mortgagor as lessor or landlord of the Premises and then to the sums secured by this Mortgage. The Mortgagee or the receiver shall have access to the books and records used in the operation and maintenance of the Premises and shall be liable to account only for those rents actually received. The Mortgagee shall not be liable to the Mortgagor, anyone claiming under or through the Mortgagor, or anyone having an interest in the Premises by reason of anything done or left undone by the Mortgagor under this Section 3.2. If the rents of the Premises are not sufficient to meet the costs of taking control of and managing the Premises and collecting the rents, the Mortgagee, at its sole option, may advance moneys to meet the costs. Any funds expended by the Mortgagee for such purposes shall become indebtedness of the Mortgagor to the Mortgagee secured by this Mortgage. Unless the Mortgagee and the Mortgagor agree in writing to other terms of payment, such amounts shall be payable on demand and shall bear interest from the date of disbursement at the default rate of interest provided for in Section 1.2(E) of the Loan Agreement (the **"Default Rate"**) unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from the Mortgagor under applicable law. The entering upon and taking and maintaining of control of the Premises by the Mortgagee or the receiver and the application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of the Mortgagee hereunder.

3.2.3 Pay, perform or observe any term, covenant or condition of this Mortgage and any of the other Loan Documents and all payments made or costs or expenses incurred by the Mortgagee in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by the Mortgagor to the Mortgagee with interest thereon at the Default Rate. The necessity for any such actions and the amounts to be paid shall be determined by the Mortgagee in its discretion. The Mortgagee is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to the Mortgagor or any person in possession holding under the Mortgagor. The Mortgagor hereby acknowledges and agrees that the remedies set forth in this Subsection 3.2.3 shall be exercisable by the Mortgagee, and any and all payments made or costs or expenses incurred by the Mortgagee in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by the Mortgagor with interest thereon at the Default Rate, notwithstanding the fact that such remedies were exercised and such payments made and costs incurred by the Mortgagee after the filing by the Mortgagor of a voluntary case or the filing against the Mortgagor of an involuntary case pursuant to or within the meaning of Bankruptcy Code, Title 11 U.S.C., or after any similar action pursuant to any other debtor relief law (whether statutory, common law, case law or otherwise) of any jurisdiction whatsoever, now or hereafter in effect, which may be or become applicable to the Mortgagor, the Mortgagee, the Secured Obligations or any of the Loan Documents. All interest provided for in this Subsection 3.2.3 shall be payable on demand and shall be calculated from the date such payment was due to the date paid on the basis of a year consisting of 360 days.

3.2.4 In the event that the Mortgagee elects to commence foreclosure proceedings under this Mortgage, the Mortgagee may foreclose this Mortgage under any legal method of foreclosure in existence at the time or now existing, including, without limitation, by judicial proceeding, and may invoke other remedies permitted by this Mortgage, the Loan Agreement or other applicable law, to be pursued in accordance with applicable Iowa law. At any time after the commencement of an action in foreclosure, or during the period of redemption, the court having jurisdiction of the case shall, at Mortgagee's request, appoint a receiver to take immediate possession of the rents, if any, and the other Premises, and to rent the Premises as such receiver may deem best for the interest of all interested parties. For purposes of this provision, the term "rent" also includes "profits" and "issues." Such receiver shall be liable to account to Borrower only for the net profits, after application of rents to the costs and expenses of the receivership and foreclosure and to the Secured Obligations.

For purposes of foreclosure, the Mortgagor confesses judgment and acknowledges to be indebted unto and in favor of the Mortgagee, up to the full amount of the Secured Obligations, in principal, interest, costs, expenses, attorneys' fees and other fees and charges. The Mortgagor further confesses judgment and acknowledges to be indebted unto and in favor of the Mortgagee in the amount of all payments made, and costs and expenses incurred by the Mortgagee on the Mortgagor's behalf pursuant to this Mortgage and the other Loan Documents, together with interest thereon.

3.2.5 Proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy (a) to enforce payment of the Secured Obligations or the performance of any term, covenant, condition or agreement of this Mortgage or any of the other Loan Documents or any other right or (b) to pursue any other remedy available to the Mortgagee.

3.3 Application of Proceeds. The Mortgagee shall apply any monies and proceeds received by the Mortgagee as a result of the exercise by the Mortgagee of any of its rights or remedies in respect of any Default in the manner set forth in Subsection 6.8 of the Loan Agreement. The remainder, if any, shall be paid to the Mortgagor or any person or entity lawfully entitled thereto.

3.4 Waiver of Appraisement, Valuation, Bond, Etc. The Mortgagor hereby waives, to the full extent it may lawfully do so, the benefit of all rights and equities of appraisement, valuation, stay, extension, moratorium, inventory and redemption, whether at law or in equity, now or hereafter in force with respect to any amount of the Secured Obligations secured hereby, all rights of marshaling in the event of any sale of the Premises or any part thereof or any interest therein upon foreclosure as provided in this Mortgage, and any right the Mortgagor may have to require the Tenants or the Mortgagee to obtain any bond or make any oath.

3.5 Waiver of Dower, Homestead and Distributive Share. Mortgagor relinquishes all right of dower and waives all right of homestead and distributive share in and to the Premises. Mortgagor waives any right of exemption as to the Premises.

3.6 Subrogation. To the full extent of the Secured Obligations, the Mortgagee is hereby subrogated to the liens, claims and demands, and to the rights of the owners and holders of each and every lien, claim, demand and other encumbrance on the Premises which is paid or satisfied, in whole or in part, out of the proceeds of the Secured Obligations, and the respective liens, claims,

demands and other encumbrances shall be and each of them is hereby preserved and shall pass to and be held by the Mortgagee as additional collateral and further security for the Secured Obligations, to the same extent they would have been preserved and would have been passed to and held by the Mortgagee had they been duly and legally assigned, transferred, set over and delivered unto the Mortgagee by assignment, notwithstanding the fact that the same may be satisfied and cancelled of record.

GENERAL CONDITIONS

4.1 No Waiver; Remedies Cumulative. No delay or omission by the Mortgagee to exercise any right, power or remedy accruing upon any Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Default, or acquiescence therein, and every right, power and remedy given by this instrument to the Mortgagee may be exercised from time to time and as often as may be deemed expedient by the Mortgagee. No consent or waiver, expressed or implied, by the Mortgagee to or of any Default shall be deemed or construed to be a consent or waiver to or of any other Default. No delay, indulgence, departure, act or omission by the Mortgagee shall release, discharge, modify, change or otherwise affect the original liability under the Loan Documents or any other obligation of the Mortgagor or any subsequent purchaser of the Premises or any part thereof, or any maker, surety or guarantor, or preclude the Mortgagee from exercising any right, privilege or power granted herein or alter the security title or lien hereof. The Mortgagee may at any time, without notice to or further consent from the Mortgagor, surrender or substitute any property or other security of any kind or nature whatsoever securing the Secured Obligations or release any guarantor, and no such action will release the Mortgagor's obligations hereunder or alter the effect hereof. No right, power or remedy conferred upon or reserved to the Mortgagee hereunder is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the other Loan Documents or now or hereafter existing at law, in equity or by statute.

4.2 Replacement of Loan Documents. In the event of loss, theft, destruction, total or partial obliteration, mutilation or inappropriate cancellation of any of the instruments or agreements evidencing the Secured Obligations, the Mortgagor will execute and deliver, in lieu thereof, a replacement for such instrument or agreement, identical in form and substance to such instrument or agreement and dated as of the date of such instrument or agreement.

4.3 Survival of Certain Agreements. Notwithstanding the repayment of the Secured Obligations and the cancellation or transfer of the Loan Documents, or any foreclosure of, or sale under power contained in, this Mortgage, or the acquisition by the Mortgagee of title to the Premises in lieu of foreclosure, or any other realization upon collateral securing the Secured Obligations, all agreements of the Mortgagor contained herein or in any of the Secured Obligations to pay the costs and expenses of the Mortgagee in connection therewith and all agreements of the Mortgagor contained herein or in any of the other Loan Documents or any other instrument or agreement evidencing the Secured Obligations to indemnify and/or hold harmless the Mortgagee shall continue in full force and effect so long as there exists any possibility of expense or liability on the part of the Mortgagee.

4.4 No Obligation to Third Parties. This Mortgage is made solely for the benefit of the Mortgagee. No tenant nor any party involved with the construction of any improvements on any part of the Premises nor any other party whatsoever shall have standing to bring any action against the Mortgagee as the result of the Loan Documents, or to assume that the Mortgagee will exercise any remedies provided herein, and no party other than the Mortgagee shall be deemed to be a beneficiary of any provision of this Mortgage, and any and all of which may be freely waived in whole or in part by the Mortgagee in its discretion at any time. Nothing contained in this Mortgage shall be deemed to impose upon the Mortgagee any liability for the performance of any obligation of the Mortgagor under any of the Leases. Nothing contained in this Section 4.4 is intended to deprive the Mortgagor of the benefit of any covenant by the Mortgagee in favor of the Mortgagor contained in the Loan Documents or any other instrument or agreement evidencing any of the Secured Obligations.

4.5 Extensions, Etc. The Mortgagee shall have the right, at any time and without notice, to grant extensions, deferments, renewals, or reamortizations of all or any part of the debt secured by this Mortgage, to release from personal liability any party now or hereafter personally liable for repayment of all debt secured by this Mortgage, and to release all or any part of the Property, all without affecting the provisions or priority of this Mortgage on the Property which remains or the personal liability of any party not specifically released from liability.

4.6 Miscellaneous. This Mortgage shall inure to the benefit of and be binding upon the Mortgagor and the Mortgagee and its successors, successors-in-title and assigns, subject to all restrictions on transfer herein or in the other Loan Documents. The Secured Obligations and this Mortgage (and any interest therein) are assignable by the Mortgagee, and any assignment of this Mortgage by the Mortgagee shall operate to vest in the assignee all rights and powers conferred upon and granted to the Mortgagee by this Mortgage; and, in the event of any such assignment of the entire interest of the Mortgagee in this Mortgage, the Mortgagee shall be relieved of all obligations and liabilities under this Mortgage. Neither this Mortgage nor the proceeds of the loan contemplated by this Mortgage may be assigned by the Mortgagor. This Mortgage may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against whom enforcement of such change, waiver, discharge or termination is sought. Nothing contained in this Mortgage shall be construed to create an agency, partnership or joint venture between the Mortgagor and the Mortgagee. All personal pronouns used in this Mortgage whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of articles and sections in this Mortgage are for convenience only and in no way define, limit, amplify or describe the scope or intent of any provisions thereof. When anything is described or referred to in this Mortgage in general terms and one or more examples or components of what has been described or referred to generally is associated with that description (whether or not following the word "including"), the examples or components shall be deemed illustrative only and shall not be construed as limiting the generality of the description or reference in any way. Wherever in this Mortgage the approval or consent of the Mortgagee is required or permitted, or wherever a requirement of the Mortgagee or the standard of acceptability or satisfaction of the Mortgagee must be determined, such approval, consent or determination of the Mortgagee shall not be unreasonably exercised; provided, however, that, if a Default has occurred or is continuing, wherever it is indicated that such approval, consent or determination is to be given or made at the option or in the discretion or judgment of the Mortgagee, then the Mortgagee may grant or withhold such approval or consent or make such determination without restriction in its sole and absolute discretion. If any provisions of

this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of each of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. Time is of the essence with respect to each and every covenant, agreement and obligation of the Mortgagor under this Mortgage. All exhibits referred to in this Mortgage are by such reference incorporated into this Mortgage as if fully set forth therein.

4.7 Notices. All notices hereunder shall be delivered in accordance with the terms and provisions of Subsection 9.3 of the Loan Agreement.

4.8 Indemnity. The Mortgagor shall protect, defend, indemnify and save harmless the Mortgagee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including attorneys' fees and expenses) imposed upon or incurred by the Mortgagee by reason of (a) any claim for brokerage fees or other such commissions relating to the Premises or the Secured Obligations, or (b) the condition of the Premises, or (c) the failure to pay recording, mortgage, intangibles or similar taxes, fees or charges relating to the Secured Obligations or any one or more of the Loan Documents, or (d) the Loan Documents or any claim or demand whatsoever which may be asserted against the Mortgagee by reason of any alleged action, obligation or undertaking of the Mortgagee relating in any way to the Secured Obligations or to any matter contemplated by the Loan Documents. Nothing contained in this Section 4.8 shall be construed to indemnify or hold harmless the Mortgagee against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole gross negligence or bad faith of the Mortgagee, or its agents or employees.

4.9 Greater Estate. In the event that the Mortgagor is the owner of a leasehold estate with respect to any portion of the Premises and the Mortgagor obtains a fee estate in such portion of the Premises, then, such fee estate shall automatically, and without further action of any kind on the part of the Mortgagor, be and become subject to the lien hereof.

4.10 Applicable Law. This Mortgage shall be interpreted, construed and enforced according to the laws of the State of Iowa.

4.11 Consent to Jurisdiction. The Mortgagor agrees that any legal action or proceeding with respect to this Mortgage may be brought in the courts of the State of Iowa or the United States of America in Iowa, all as the Mortgagee may elect. By execution of this Mortgage, the Mortgagor hereby submits to each such jurisdiction, hereby expressly waiving any objection it may have to the laying of venue by reason of its present or future domicile. Nothing herein shall affect the right of the Mortgagee to commence legal proceedings or otherwise proceed against the Mortgagor in any other jurisdiction or to serve process in any manner permitted or required by law.

4.12 Waiver of Certificates. The parties to this Mortgage hereby waive the production of mortgage, conveyance, tax, paving, chattel mortgage, assignment of accounts, and all other certificates and relieve and release the Notary before whom this Mortgage was passed from all responsibilities and liabilities in connection therewith.

4.13 Acknowledgement of Receipt. Mortgagor acknowledges receipt of a copy of this Mortgage, the Note and the other Loan Documents.

ENVIRONMENTAL REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Environmental Representations, Warranties and Covenants. The Mortgagor further makes the following representations, warranties, and covenants, all of which are subject to any exceptions that the Mortgagor may have previously disclosed in writing to the Mortgagee, and which, to the extent that they deal with representations of fact, are based on the Mortgagor's present knowledge, arrived at after reasonable inquiry.

5.1.1 Use of Property and Facilities.

(i) The Mortgagor will (a) use, handle, transport or store Hazardous Materials (as hereafter defined) as defined under any Environmental Law (as hereafter defined) and (b) store or treat nonhazardous wastes (1) in a good and prudent manner in the ordinary course of business, and (2) in compliance with all applicable Environmental Laws.

(ii) The Mortgagor will not conduct or allow to be conducted, in violation of any Environmental Law, any business, operations or activity on the Premises, or employ or use the Premises to generate, use, handle, manufacture, treat, store, process, transport or dispose of any Hazardous Materials, or any other substance which is prohibited, controlled or regulated under applicable law, or which poses a threat or nuisance to public safety, health or the environment or cause, or allow to be caused, a known or suspected release of Hazardous Materials, on, under or from the Premises.

(iii) The Mortgagor will not do or permit any act or thing, business or operation, that poses an unreasonable risk of harm, or impairs, or may impair the value of the Premises, or any part thereof.

5.1.2 Condition of Property.

(i) The Mortgagor shall take all appropriate response action, including any removal and remedial action, in the event of a release, emission, discharge or disposal of Hazardous Materials in, on, under or about the Premises, so as to remain in compliance with Environmental Law as hereinafter defined.

(ii) Underground tanks, wells (except domestic water wells), septic tanks, ponds, pits, or any other storage tanks (whether currently in use or abandoned) on the Premises, if any, are maintained in compliance with applicable Environmental Law.

5.1.3 Notice of Environmental Problem or Litigation. Neither the Mortgagor nor any of its tenants or landlords have given, nor were they required to give, nor have they received, any notice, letter, citation, order, warning, complaint, inquiry, claim or demand that: (a) the Mortgagor and/or any tenants have violated, or are about to violate, any Environmental Law, judgment or order; (b) there has been a release, or there is a threat of release, of Hazardous Materials

from the Premises; (c) the Mortgagor and/or any tenants may be or are liable, in whole or in part, for the costs of cleaning up, remediating, removing or responding to a release or threatened release of Hazardous Materials; (d) the Premises are subject to a lien in favor of any governmental entity or any liability, costs or damages, under any Environmental Law arising from or costs incurred by such governmental entity in response to a release or a threatened release of a Hazardous Material. The Mortgagor further represents and warrants that no conditions currently exist or are currently reasonably foreseeable, that would subject the Mortgagor to any such investigation, litigation, administrative enforcement or any damages, penalties, injunctive relief, or cleanup costs under any Environmental Law. In the event of such notice, the Mortgagor and any tenants shall immediately provide a copy to the Mortgagee.

5.1.4 Right of Inspection. The Mortgagor hereby grants, and will cause any Tenants to grant, to the Mortgagee, its agents, attorneys, employees, consultants, contractors, successors and assigns, an irrevocable license and authorization, upon reasonable notice, to enter upon and inspect the Premises and facilities thereon, and perform such tests, including without limitation, subsurface testing, soils and groundwater testing, and other tests which may physically invade the property thereon, as the Mortgagee, in its sole discretion, determines are necessary to protect its security interest, provided, however, that under no circumstances shall the Mortgagee be obligated to perform such inspections or tests.

5.1.5 Indemnity. The Mortgagor agrees to indemnify and hold the Mortgagee and its directors, employees, agents, successors and assigns, harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, judgments, administrative orders, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, reasonable attorney's fees and expenses) arising directly or indirectly, in whole or in part, out of any failure of the Mortgagor to comply with the environmental representations, warranties and covenants contained herein.

5.1.6 Continuation of Representations, Warranties, Covenants and Indemnities. The Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation, the satisfaction of the Secured Obligations, the foreclosure of this Mortgage, the acceptance by the Mortgagee of a deed in lieu of foreclosure or any transfer or abandonment of the Premises.

5.1.7 Corrective Action. In the event the Mortgagor is in breach of any of its representations, warranties or agreements as set forth above, the Mortgagor, at its sole expense, shall take all action required, including environmental cleanup of the Premises, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary under all applicable Environmental Laws.

5.1.8 Hazardous Materials Defined. The term **"Hazardous Materials"** shall mean all substances deemed hazardous under any Environmental Law, including, without limitation, asbestos or any substance containing asbestos, petroleum, petroleum products, oil, the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials and any items included in the definition of

hazardous or toxic waste, materials or substances under any law relating to environmental conditions and industrial hygiene, including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. §6901, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq., the Clean Air Act, 42 U.S.C. §§741 et seq., the Clean Water Act, 33 U.S.C. §7401, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-300j, and all similar federal, state and local environmental statutes, ordinances and the regulations, orders, decrees now or hereafter promulgated thereunder (collectively, the **"Environmental Laws"**).

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

IN WITNESS WHEREOF, the undersigned has executed this Mortgage as of the day, month and year first written above.

MORTGAGOR:

MIDWEST WIRELESS IOWA L.L.C.

By: _____
Name: DENNIS FINDLEY
Title: SECRETARY