Midwest Wireless
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Book 2005 Page 3488
Document 2005 3488 Type 04 008 Pages 11
Date 9/29/2005 Time 9:20 AM
Rec Amt $74.00

DEBORAH L. PEYTON, RECORDER/REGISTRA
DELAWARE COUNTY IOWA

(Space Above for Recorder/Registrar Use)

This Instrument was drafted by, and after recording return to:

Peter A. Fozzard
Sutherland, Asbill & Brennan LLP
999 Peachtree Street, NE
Atlanta, Georgia 30309
(404) 853-8330

AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

THIS AMENDMENT TO MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT (this "Amendment"), dated as of July 27, 2005, is made between **MIDWEST WIRELESS IOWA L.L.C.** ("Mortgagor"), and **COBANK, ACB**, as administrative agent for the benefit of itself and the Lenders as defined in the Loan Agreement (as hereinafter defined) ("Mortgagee").

RECITALS

WHEREAS, Mortgagor and Mortgagee are parties to that certain Second Amended and Restated Loan Agreement, dated as of July 27, 2005 (as the same may be amended, supplemented, modified, extended or restated from time to time, the "Loan Agreement"), among 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 thereto, providing for revolving and working capital credit facilities to Borrowers in a maximum principal amount not to exceed $160,000,000; and

WHEREAS, the Loan Agreement amends and restates in its entirety the previous Amended and Restated 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 15, 2003 (as previously amended, supplemented, modified and extended), which in turn amended and restated that certain Loan Agreement dated as of October 22, 2001, as previously amended, supplemented, modified and extended.

WHEREAS, to secure its obligations under the Loan Agreement and the other Loan Documents, Mortgagor executed and delivered that certain Mortgage, Security Agreement and Fixture Financing Statement, dated and recorded in various Counties as set forth in Exhibit A attached hereto, (the "Original Mortgage"), as amended, modified, supplemented, extended or restated from time to time (the Original Mortgage, as previously amended and as hereby and hereafter amended, modified, supplemented, extended or restated from time to time, the "Mortgage"), pursuant to which Mortgagor granted to Mortgagee, for the benefit of itself and the Lenders, a continuing lien and security interest in the property described therein; and

WHEREAS, in connection with the execution and delivery of the Loan Agreement, Mortgagor and Mortgagee have agreed to certain amendments to the Mortgage;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Mortgage.

SECTION 2. The Preamble of the Mortgage is hereby amended by amending and restating the Notice section as follows:

> **NOTICE: This Mortgage secures credit in the aggregate principal amount of $160,000,000. 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.**
>
> **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.**

SECTION 3. The Recitals of the Mortgage are hereby amended by amending and restating the first Whereas clause in its entirety as follows:

> **WHEREAS**, pursuant to that certain Second Amended and Restated Loan Agreement, dated as of July 27, 2005 (as amended, modified, supplemented, extended or restated from time to time, the **"Loan Agreement"**), among Mortgagor, Midwest Wireless Holdings L.L.C., Midwest Wireless Communications L.L.C., Midwest Wireless Wisconsin L.L.C., the Mortgagee, as Administrative Agent, Arranger and a Lender, and the other Lenders referred to therein, the Lenders have agreed to make loans to the Mortgagor as provided therein in the aggregate principal amount outstanding at any one time not to exceed $160,000,000 (collectively, the **"Loans"**), which shall be 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 January 31, 2007;

SECTION 4. Mortgagor hereby confirms and agrees that the Mortgage, as amended hereby, is and shall continue to be in full force and effect.

SECTION 5. All references to the Mortgage in any Loan Document, including the Mortgage itself, shall be deemed a reference to the Mortgage as amended by this Amendment. Except as expressly provided in this Amendment, the execution and delivery of this Amendment does not and will not amend, modify or supplement any provision of, or constitute a consent to or a waiver of any noncompliance with the provisions of, the Mortgage, any other Security Document or any other Loan Document, and, except as specifically provided in this Amendment, those agreements and all other documents, instruments or agreements executed or delivered in connection therewith shall remain in full force and effect.

SECTION 6. Mortgagor hereby represents and warrants to Administrative Agent as follows:

(A) Mortgagor has the right and power, and has taken all necessary action to authorize it, to execute, deliver and perform this Amendment in accordance with its terms. This Amendment has been duly executed and delivered by Mortgagor and, upon execution by Mortgagee, is a legal, valid and binding obligation of Mortgagor, enforceable against it in accordance with its terms.

(B) the execution, delivery and performance of this Amendment in accordance with its terms do not and will not, by the passage of time, the giving of notice or otherwise,

(1) require any Governmental Approval or violate any Applicable Law relating to Mortgagor;

(2) conflict with, result in a breach of or constitute a default under the organizational documents of Mortgagor, any material provision of any indenture, agreement or other instrument to which it is a party or by which it or any of its properties may be bound or any Governmental Approval relating to it; or

(3) result in or require the creation or imposition of any Lien (except as permitted by the Loan Documents) upon or with respect to any property now owned or hereafter acquired by Mortgagor.

(C) that, after giving affect to the amendments set forth in this Amendment, the representations and warranties of Mortgagor set forth in the Loan Documents and in any other document, instrument or agreement executed or delivered in connection therewith are true and correct as of the date hereof as if made on the date hereof.

(D) no Event of Default under the Loan Documents has occurred and is continuing as of this date.

SECTION 7. It is the intention of the parties hereto that this Amendment shall not constitute a novation of the Mortgage, the Loan Agreement or the other Loan Documents and shall in no way adversely affect or impair the validity of the Loan Documents, it being the intention of the parties hereto merely to amend the Mortgage as expressly set forth herein.

SECTION 8. This Amendment shall become effective as of its date and shall bind all parties only upon receipt by Mortgagee of an original counterpart of this Amendment from Mortgagor, in form acceptable to Mortgagee.

SECTION 9. This Amendment may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original and shall be binding upon all parties and their respective permitted successors and assigns, and all of which taken together shall constitute one and the same agreement. The signature and acknowledgement of a party on any counterpart may be attached to any other otherwise identical counterpart and any such counterpart containing the assembled signatures and acknowledgements of all parties shall constitute an original of this Amendment.

SECTION 10. This Amendment is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with all of the terms and provisions of the Loan Agreement.

SECTION 11. Governing Law. This Amendment shall be governed by and shall be construed and enforced in accordance with the internal laws of the State in which the Real Property is located, without regard to conflicts of law principles.

SECTION 12. For purposes of the Mortgage, including Section 2.10.2 thereof, the address of Mortgagee as "Secured Party" as set forth in Exhibit D, Schedules 1 and 2 of the Mortgage, is amended as follows:

CoBank, ACB, as Mortgagee
P.O. box 5110
Denver, Colorado 80217
Attn: Communications and Energy Banking Group

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered, each by their respective duly authorized officer, as of the date first shown above.

COBANK, ACB, as Administrative Agent

By: _____
Roger Opp, Vice President

MIDWEST WIRELESS IOWA L.L.C.

By: _____
Dennis Findley
Secretary

STATE OF MINNESOTA)
)ss
COUNTY OF Blue Earth)

The foregoing instrument was acknowledged before me as of the 10 day of August, 2005, by **Dennis Findley**, the Secretary of Midwest Wireless Iowa L.L.C., a Delaware limited liability company, on behalf of said limited liability company.

Holly M. Anthony
NOTARY PUBLIC

My commission expires: 1-31-2008

[NOTARIAL SEAL]

HOLLY M. ANTHONY
NOTARY PUBLIC - MINNESOTA
My Commission Expires 1-31-2008

STATE OF MINNESOTA)
)ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me as of the 15 day of Aug, 2005, by **Roger Opp**, a Vice President of CoBank, ACB, a federal instrumentality, on behalf of said instrumentality.

Catherine Ann Ciaciura
NOTARY PUBLIC

My commission expires:

[NOTARIAL SEAL]

CATHERINE ANN CIACIURA
Notary Public
Minnesota
My Commission Expires January 31, 2010

EXHIBIT A

SCHEDULE OF ORIGINAL MORTGAGES
AMENDED BY THIS AMENDMENT

COUNTY	DOCUMENT NO.	RECORDING DATE	MORTGAGE DATE	MW SITE #
Appanoose	Bk. 169, Pg. 466	7/14/04	10/15/03	3-008
Benton	Bk. 345, Pg. 112	12/31/03	10/15/03	11-21
Benton	Bk. 345, Pg. 140	12/31/03	10/15/03	11-019
Buchanan	2005R02330	7/7/05	6/28/05	21220
Buena Vista	014023	12/5/01	10/22/01	052
Buena Vista	023685	10/18/02	10/10/02	155
Buena Vista	020325	2/28/02	2/28/02	056
Butler	4845 Bk. 213, Pg. 477	12/6/01	10/22/01	031
Butler	2005-2748	6/28/05	6/28/05	11130
Cerro Gordo	0111739	12/5/01	10/22/01	141, 143
Chickasaw	2001-2345	10/29/01	10/22/01	037
Chickasaw	2001-2677	12/5/01	10/22/01	032
Clay	3587	10/25/01	10/22/01	151
Clay	4207	12/5/01	10/22/01	050
Clay	2002-2959	7/25/02	8/02/02	154
Clayton	2004-17	1/2/04	10/15/03	12-044
Clayton	2004-591	2/23/04	10/15/03	12-062
Davis	Rec.113, Pg.811	1/26/04	10/15/03	3-007
Delaware	Bk.2004, Pg. 4330	11/18/04	10/15/03	12-046
Delaware	Bk.2004, Pg. 1552	5/6/04	10/15/03	12-047
Dickinson	017336 Bk. 199, Pg. 553	10/25/01	10/22/01	051
Dickinson	021518 Bk. 81, Pg. 63	3/07/02	3/01/02	059
Dickinson	Chattel Mtg. Bk. 22, Page 753	10/17/02	09/16/02	156
Emmet	2001-02090	10/25/01	10/22/01	152
Emmet	2001-02474	12/5/01	10/22/01	053
Fayette	File 2004-395	2/4/04	10/15/03	Oelwein Retail
Fayette	File 2004-308	1/27/04	10/15/03	12-050
Fayette	File 2004-1358	2/27/04	10/15/03	12-042
Floyd	2001-2925	10/25/01	10/22/01	034, 036
Franklin	012885	12/5/01	10/22/01	043, 146
Hancock	01-2546	10/25/01	10/22/01	142
Hancock	01-2907	12/5/01	10/22/01	042
Hardin	2003-5187	12/12/03	10/15/03	11-051
Hardin	2003-5185	12/12/03	10/15/03	11-017

COUNTY	DOCUMENT NO.	RECORDING DATE	MORTGAGE DATE	MW SITE #
Howard	947 Bk. 270, Pg. 128	12/5/01	10/22/01	030, 033, 039
Iowa	01779 Bk. 557, Pg. 46	12/5/01	10/22/01	004, 009
Jasper	01-09705	10/25/01	10/22/01	Switch 001
Keokuk	2001-2184 Bk. 355, Pg. 258	12/5/01	10/22/01	010
Kossuth	4256	12/5/01	10/22/01	044, 140
Lyon	002709 Bk. 2001, Pg. 2709	10/25/01	10/22/01	065
Lyon	00497 Bk. 2002, Pg.497	2/14/02	2/14/02	160
Mahaska	4288 Bk. 469, Pg. 300	10/25/01	10/22/01	003
Marion	01-8076	12/5/01	10/22/01	006, 007
Marshall	04-00961	2/12/04	1/28/04	11-032
Mitchell	003283	12/5/01	10/22/01	035
Monroe	Bk. 425, Pg. 133	1/6/04	10/15/03	3-06X
O'Brien	3116 Bk. 142, Pg. 990	12/5/01	10/22/01	067
O'Brien	0561 Bk. 143, Pg. 570	2/19/02	2/11/02	162
O'Brien	3225 Bk. 145, Pg. 482	10/17/02	10/08/02	164
O'Brien	Bk. 143, Pg. 326	1/29/02	1/29/02	069
O'Brien	3306 Bk. 145, Pg. 600	10/24/02	10/09/02	165
Osceola	20011425	10/25/01	10/22/01	066
Osceola	20021453	9/27/02	9/27/02	064
Palo Alto	2508 Bk. 200, Pg. 279	12/5/01	10/22/01	055
Poweshiek	3821 Bk. 642, Pg. 251	10/26/01	10/22/01	005
Sioux	2001-8067	12/5/01	10/22/01	060, 061
Sioux	2002-1060	2/15/02	2/11/02	161
Tama	Bk. 705, Pg. 333	12/29/03	10/15/03	11-012
Tama	Bk. 708, Pg.175	2/2/04	10/15/03	11-056
Tama	Bk. 709, Pg. 228	2/20/04	10/15/03	11-005
Van Buren	Rec. 93, Pg. 671	1/7/04	10/15/03	3-058
Van Buren	Rec. 93, Pg. 949	2/24/04	10/15/03	3-031
Van Buren	Rec. 93, Pg. 869	2/3/04	10/15/03	3-010

COUNTY	DOCUMENT NO.	RECORDING DATE	MORTGAGE DATE	MW SITE #
Wapello	Bk. 374, Pg. 358	12/30/03	10/15/03	3-027
Wapello	Bk. 374, Pg. 612	1/7/04	10/15/03	3-009
Wapello	Bk. 375, Pg. 844	2/2/04	10/15/03	3-060
Washington	2001-2544 Bk. 2001, Pg. 2544	12/5/01	10/22/01	008
Winnebago	012990	12/5/01	10/22/01	045, 049
Winneshiek	Bk. 557, Pg. 175	1/14/04	10/15/03	12-043
Worth	01-2783	12/5/01	10/22/01	046, 048
Worth	02-0490	02/19/02	02/11/02	147