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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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Taxpayer Information: N/A

EAV
Return To: Jennifer L. Hodge
Dickinson, Mackaman, Tyler & Hagen, P.C.
699 Walnut Street, Suite 1600
Des Moines, IA 50309

Grantor(s):
Community Savings Bank

Grantee(s):
Iowa RSA No. 12 Limited Partnership

Legal Description: See Page 10.

Document or instrument number of previously recorded documents:

Site No.: 394375
Site Name: COLESBURG

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT made and entered into this 7th day of September, 2011 by and between Iowa RSA No. 12 Limited Partnership, an Iowa limited partnership ("Lessee" and "Tenant"), and Community Savings Bank, an Iowa banking association ("Bank").

RECITALS OF FACT

Tenant has leased or has an option to lease certain property located in Delaware County, Iowa, which is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"), under and pursuant to a Lease Agreement (the "Lease") as evidenced by a Memorandum of Lease by and between Tenant and Mark E. White and Sandra J. White, husband and wife ("Lessor" and "Landlord"), recorded in the Delaware County Recorder's Office in Book 2011 at Page 1628.

The Bank has previously made a loan to Landlord in the principal sum of $240,000.00, evidenced by a note (the "Note") in such amount, and secured by a Mortgage filed of record in Book 135 at Page 5 in the office of the Delaware County Recorder's office.

Whereas, the Tenant acknowledges that the lien of the Mortgage has priority over the Lease, however, the Tenant is desirous of assurance from the Bank that its rights and privileges under the Lease shall not be affected or disturbed by the rights and privileges of the Bank under the Mortgage.

NOW, THEREFORE, in consideration of the premises, as set forth in the Recitals of Fact, the sum of Ten Dollars ($10.00) cash in hand paid to the Tenant, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged it is agreed by the parties as follows:

AGREEMENTS

1. Tenant hereby certifies, represents, and warrants to the Bank as of the date hereof, that:

   (a) The Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way;

   (b) The Lease represents the entire agreement between the parties as to the leasing of the property;

   (c) There are no defaults by either Landlord or Tenant under the Lease;

   (d) The initial option term of the Lease began on February 18, 2011, and ends on August 17, 2012. The option term may be renewed by Tenant for an additional six months. If Tenant exercises its option, the lease term begins on the date that Tenant commences construction and ends on the last day of the month in which the fifth anniversary of the commencement of construction. The lease term shall automatically renew for five periods of 5-years each.

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2. Tenant and Bank mutually covenant and agree that:

(a) The Lease is and shall be in all respects subject and subordinate to the lien of the Mortgage and to all renewals, modifications, consolidations and extensions thereof, in whole or in part;

(b) Provided that Tenant is not in default under the terms of the Lease (beyond the period, if any, given in the lease for cure of such default), Tenant's rights and privileges under the Lease, and Tenant's quiet possession and enjoyment of the Property shall not be affected or disturbed by the exercise by Bank of any of its rights under the Mortgage, nor by any sale or foreclosure of the Property or deed in lieu thereof;

(c) So long as the Tenant is permitted quiet enjoyment of the Property (and notwithstanding any foreclosure of the lien of the Mortgage), Tenant agrees, at the option and request of Bank, to attorn to the following persons upon the terms and conditions of the Lease for the remainder of the term thereof (whether original or renewal), with the same force and effect as if such persons were named as Landlord under the Lease;

(i) the Bank when such Bank is in possession of the Property, whether by foreclosure of the Mortgage, deed in lieu of foreclosure or pursuant to any assignment of rents executed as additional security for the indebtedness evidenced by the Note;

(ii) any receiver appointed to take possession of the Property;

(iii) any party acquiring title to the Property by foreclosure, pursuant to the power of sale contained in the Mortgage or by deed in lieu of foreclosure, and its heirs, successors and assigns.

(d) Tenant will execute and deliver, upon request of Bank, an appropriate agreement of attornment in confirmation of its obligations hereunder; and

(e) Bank shall have no obligation to perform as landlord under the Lease until such time as Bank enters into possession of the Property and requests attornment by Tenant. Such obligation shall continue only so long as Bank remains in possession of the Property and Tenant's recourse against Bank for any non-performance of its obligation as landlord under the Lease shall be limited to Bank's interest in the Property.

3. All notices or demands hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally or sent by registered or certified mail to any party hereto at the address set forth below or at such other address as any party shall subsequently designate in writing:

Site No.: 394375
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TENANT: Iowa RSA No. 12 Limited Parntership
c/o U.S. Cellular
Attn: Real Estate
8410 West Bryn Mawr Avenue, Suite 700
Chicago, IL 60631

BANK: Community Savings Bank
101 East Union Street
Edgewood, IA 52042

COPY TO: _____
_____
_____
_____

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

5. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement (or have caused this Agreement to be executed by their respective officers, duly authorized to do so), on the day and year first above written.

Iowa RSA No. 12 Limited Partnership
By: Farmers Mutual Cellular Telephone Company, Inc., Its General Partner
By: _____
Name: Steven T. Campbell
Title: Assistant Secretary and Assistant Treasurer

STATE OF ILLINOIS, COUNTY OF COOK

This instrument was acknowledged before me on this 7th day of September, 2011, by Steven T. Campbell as Assistant Secretary and Assistant Treasurer of Farmers Mutual Cellular Telephone Company, Inc., the General Partner of Iowa RSA No. 12 Limited Partnership.

_____
Notary Public in and for said State

OFFICIAL SEAL
LINDY L. VANDERSTEEG
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9-23-2011

Site No.: 394375
Site Name: COLESBURG

Community Savings Bank

By: _____
Name: Arlyn D. Maifeld
Title: Senior Vice President

STATE OF Iowa, COUNTY OF Delaware

This instrument was acknowledged before me on this 23rd day of August, 20 11, by Arlyn D. Maifeld as Senior Vice Pres. of Community Savings Bank.

COMMUNITY SAVINGS BANK CORPORATE SEAL DELAWARE, IOWA
0007152-1

_____
Notary Public in and for said State

REGINA R. SELOOVER
Commission Number 196498
My Commission Expires
05/18/13

Site No.: 394375
Site Name: COLESBURG

EXHIBIT A
Legal Description of Lease Area and Easement Area(s)

LEASE AREA DESCRIPTION:

That part of the South One-Half of the Southeast Quarter of Section 5, Township 90 North, Range 3 West of the 5th P.M., Delaware County, Iowa and being more particularly described as follows:

Referring to the East Quarter corner of said Section 5, a concrete monument found for corner; thence southerly on an assumed bearing of S 01°18'49" W, on the existing center line of 300th Avenue, 2187.64 feet; thence westerly N 88°41'11" W, 55.00 feet, to the Point of Beginning for the described Lease Area; thence following the perimeter of the Lease Area on the following bearings and distances: N 88°41'11" W, 100.00 feet; N 01°18'49" E, 100.00 feet; S 88°41'11" E, 100.00 feet; S 01°18'49" W, 100.00 feet, to the Point of Beginning. Containing a total calculated area of 10,000 square feet, more or less.

ACCESS\UTILITY EASEMENT DESCRIPTION:

An Access/Utility Easement, 30 feet in width, located in that part of the South One-Half of the Southeast Quarter of Section 5, Township 90 North, Range 3 West of the 5th P.M., Delaware County, Iowa, the center line being more particularly described as follows:

Referring to the East Quarter corner of said Section 5, a concrete monument found for corner; thence southerly on an assumed bearing of S 01°18'49" W, on the existing center line of 300th Avenue, 2187.64 feet; thence westerly N 88°41'11" W, 55.00 feet, to the Southeast corner of the described Lease Area; thence southerly S 01°18'49" W, 15.00 feet, to the Point of Beginning for the center line of the described easement; thence westerly N 88°41'11" W, 40.00 feet, to Point "A"; thence southeasterly S 33°42'59" E, 39.89 feet; thence easterly S 86°59'22" E, 17.11 feet, to a point of intersection on the westerly right-of-way line of 300th Avenue, also being the Point of Termination for the center line of the described easement.

AND

Beginning at Point "A"; thence westerly N 88°41'11" W, 65.00 feet, to the Point of Termination for the center line of the described easement.