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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

138-104

DRAFTED BY
AND RETURN TO:
Moss & Barnett, P.A. (JDL)
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, Minnesota 55402
(Site Name: **IA12 Colesburg**)
(Prepared by Dawn Wold, Telephone No. (612) 877-5358)

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SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This SUBORDINATION, CONSENT, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT ("Agreement") is made as of the 21 day of Nov., 2013, among Community Savings Bank, organized and existing under the laws of the State of Iowa, with offices at 101 East Union Street, Edgewood, Iowa 52042 ("Lender"), Mark E. White and Sandra J. White, husband and wife, with a mailing address of 1140 300th Avenue, Colesburg, Iowa 52035 ("LESSOR"), and Midwest Wireless Iowa L.L.C. d/b/a Verizon Wireless, with its address for notice located at 180 Washington Valley Road, Bedminster, New Jersey 07921 ("LESSEE").

RECITALS

A. LESSEE is the lessee pursuant to a Land Lease Agreement ("Lease") dated Nov. 21, 2013, between LESSOR and LESSEE, of premises located near the intersection of 300th Avenue and Highway 3 in the City of Colesburg, County of Delaware, State of Iowa ("LESSOR's Property"), and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. Lender has made a loan that is secured by an open-end real estate mortgage on the LESSOR's Property in the amount of $240,000.00, dated May 30, 1997, and recorded May 30, 1997, in Book 135, Page 5, and a mortgage in the amount of $247,500.00, dated October 5, 2011, and recorded October 7, 2011, in Book 2011, Page 3221, both in the official records of the County Recorder of Delaware County, Iowa ("Mortgage").

C. In the Lease, LESSEE has agreed to attorn to the beneficiary of any mortgage given by LESSOR that may encumber the LESSOR's Property as LESSEE's LESSOR under the Lease in the event of a foreclosure of LESSOR's interest, provided that LESSEE receives from every such mortgage beneficiary a nondisturbance agreement that recognizes the validity of the Lease in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of the portion of the LESSOR's Property leased by the LESSEE ("Leased Premises"), pursuant to the terms of the Lease, as long as the LESSEE is not in default of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, the parties hereby agree as follows:

1. SUBORDINATION. Notwithstanding anything to the contrary set forth in the Lease, the Lease, and the leasehold estate created thereby, and all of LESSEE's rights thereunder, shall be and shall at all times remain subject, subordinate, and inferior to the Mortgage, and the lien thereof, and all rights of Lender thereunder.

2. CONSENT. Lender consents to the Lease and to the LESSEE's use and occupancy of the Leased Premises under the Lease. LESSEE agrees to give Lender copies of whatever notices of default LESSEE must give LESSOR, and LESSEE agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. LESSEE agrees to not pay rent more than one month, or one year in the event the rent is paid annually, in advance. LESSEE agrees that no material modification or material amendment of the Lease will be binding on Lender unless it has been consented to in writing by Lender. Lender and LESSEE agree that, for the purposes of this Agreement, nonmaterial amendments or modifications shall include, but shall not be limited to, the following: (i) any extension of the term of the Lease, (ii) any addition to, alteration, modification, or replacement of LESSEE's equipment, (iii) any relocation of LESSEE's equipment, (iv) any increase in the rent, and (v) any decrease in the rent, provided however, that such an amendment shall become material should the decrease in rent result in rent lower than the amount prescribed by the unamended Lease.

3. NON DISTURBANCE. So long as the LESSEE is not in default (after the expiration of any applicable cure period) in the payment of rent or in the performance of any of the other covenants of the Lease that LESSEE is to perform, the LESSEE's possession of the Leased Premises and the LESSEE's other rights under the Lease, or any extensions or renewals thereof, shall not be diminished or interfered with by Lender. In addition, Lender shall not join LESSEE as a party defendant in any action or proceeding for the purpose of terminating the LESSEE's interest under the Lease or otherwise.

4. NONDISTURBANCE, FORECLOSURE AND ATTORNMENT.

a. If Lender, or any other purchaser at a foreclosure sale or sale under private power contained in the Mortgage, becomes the owner of LESSOR's Property, by reason of any foreclosure of the Mortgage, the acceptance by Lender of a deed in lieu of foreclosure, or by any other manner, Lender or such other purchaser shall not terminate the Lease, and the Lease shall

continue in full force and effect as a direct lease between LESSEE and Lender, or such other purchaser, under all of the terms, covenants and conditions of the Lease for the remainder of the term thereof and any extensions or renewals thereof, with the same force and effect as if Lender or such other purchaser were the LESSOR under the Lease.

b. Immediately upon the succession of Lender or such other purchaser to the interest of the LESSOR under the Lease, LESSEE does hereby agree to attorn to Lender or such other purchaser as LESSEE's LESSOR. The parties agree that such attornment shall be effective and self-operative without the execution of any further documents. Such attornment shall be subject to all terms, provisions and conditions of the Lease and all amendments and modifications thereof. So long as LESSEE is not in default (after the expiration of any applicable cure periods) in the payment of rent and otherwise has not been determined by a court of competent jurisdiction to be in default under any of the material terms and conditions of the Lease, Lender or such other purchaser shall not disturb LESSEE in LESSEE's possession of the ~~Leased Premises during the term of the Lease and any extensions or renewals thereof, or in the~~ enjoyment of LESSEE's rights under the Lease. Nothing in this Agreement shall be construed to limit LESSEE's rights against LESSOR for any breach of a Lease obligation that occurred prior to the date of takeover, or any claims arising out of such takeover. LESSEE shall, from and after Lender's or such other purchaser's succession to the interest of LESSOR under the Lease, have the same remedies against such party that LESSEE might have had under the Lease against LESSOR.

5. MODIFICATIONS. This Agreement may be modified only by an agreement in writing signed by the parties hereto or their respective successors in interest. Nothing in this Agreement shall be construed as to require the consent of Lender to any amendments, modifications, renewals, or extensions of the Lease.

6. BINDING EFFECT. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, legal representatives, successors and assigns of the parties hereto.

7. ATTORNEYS FEES. If any of the parties hereto institutes any action or proceeding in court to enforce any of the provisions hereof, or any action for damages by reason of any alleged breach of any of the provisions hereof, then the prevailing parties in any such action or proceeding shall be entitled to receive from the losing parties such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing parties, together with the prevailing parties' other reasonable litigation costs and expenses.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the state in which LESSOR's Property is located without giving effect to the choice of law rules thereof.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year written below.

LESSOR:

Mark E. White

Mark E. White

Date: 8-11-13

Sandra J. White

Sandra J. White

Date: 8-11-13

LESSEE:

Midwest Wireless Iowa L.L.C.
d/b/a Verizon Wireless
By Alltel Communications, LLC
Its Managing Member

By: Lynn Ramsey
Its: Area Vice President Network

Date: 11/21/13

LENDER:

Community Savings Bank,
organized and existing under the laws of the State of Iowa

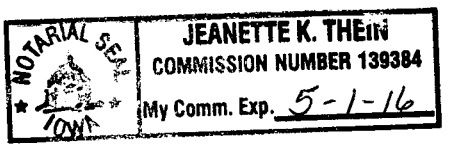
By: Community Savings Bank
Jacqueline A Johnson
Name: Jacqueline A Johnson
Its: Executive Vice President

Date: 8/13/2013

LESSOR ACKNOWLEDGMENT

STATE OF IOWA)
) ss.
COUNTY OF Delaware)

On this 11th day of August, 2013, before me, a Notary Public, personally appeared Mark E. White, to me known, to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

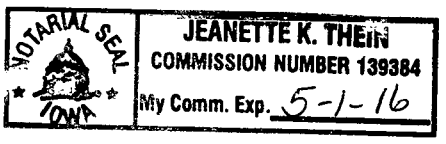


Jeanette K. Thein
Signature

Title: Notary Public

STATE OF IOWA)
) ss.
COUNTY OF Delaware)

On this 11th day of August, 2013, before me, a Notary Public, personally appeared Sandra J. White, to me known, to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



Jeanette K. Thein
Signature

Title: Notary Public

LESSEE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 21 day of Nov., 2013, before me, the undersigned, a Notary Public in and for the State of Illinois, duly commissioned and sworn, personally appeared Lynn Ramsey, to me known to be the Area Vice President Network of Alltel Communications, LLC, the Managing Member of Midwest Wireless Iowa L.L.C. d/b/a Verizon Wireless, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Midwest Wireless Iowa L.L.C. d/b/a Verizon Wireless, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Official Seal
Ann Goldstein
Notary Public State of Illinois
My Commission Expires 05/21/2014

Print or Type Name: Ann Goldstein
Notary Public in and for the State of Illinois
My appointment expires: _____

LENDER ACKNOWLEDGMENT

STATE OF IOWA)
) ss.
COUNTY OF Delaware)

On this 13th day of August, 2013 before me, a notary public in and for said county, personally appeared Jaqueline A. Johnson, to me personally known, who being by me duly (sworn or affirmed) did say that that person is the Executive Vice President of said corporation, Community Savings Bank, organized and existing under the laws of the State of Iowa, and that said instrument was signed on behalf of the said corporation by authority of its board of (directors or trustees) and the said Bank acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

AMY L. KELCHEN
Commission Number 731916
My Commission Expires
12-13-2016

Signature

Title: Dir of First Imp / Receptionist

Exhibit "A"

(Legal Description)

The Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section Four (4) and the South one-half (S1/2) of the Southeast Quarter (SE1/4) of Section Five (5), Township Ninety (90) North, Range Three (3), West of the Fifth P.M.