Recorded: 11/24/2014 at 9:21:46.0 AM
Fee Amount: $37.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2014 PG: 2942

Legal Description on Page 6

Instrument prepared by and returned to:
Jay Lindy
4091 Viscount Ave.
Memphis, TN 38118
Tel: 901.794.9494

Landlord:
Donald E. Maurer and Gail M. Maurer
Curtis D. Maurer and Mary A. Maurer
1918 215th Street
Manchester, IA 52057

Tenant:
TV6-W, LLC
4091 Viscount Ave.
Memphis, TN 38118

Amendment to Site Lease Agreement

Legal Description of real property: See Attached Exhibit A

Site Name: Manchester
Site No: IA-2069

After recording return to:
TV6-W, LLC
4091 Viscount Ave.
Memphis, TN 38118

Property Address: 1918 215th Street Manchester, Iowa 52057

SECOND AMENDMENT TO SITE LEASE AGREEMENT

This Second AMENDMENT TO SITE LEASE AGREEMENT (the "Amendment") is made and entered into this 25th day of June, 2014, by and between Donald E. Maurer and Gail M. Maurer, husband and wife and Curtis D Maurer and Mary A. Maurer, husband and wife, hereinafter collectively called "Landlord", whose address is 1918 215th Street Manchester, Iowa 52057, and TV6-W, LLC, a Delaware limited liability company (as successor to Benton/Linn Wireless, LLC), whose address is 4091 Viscount, Memphis, Tennessee, hereinafter called "Tenant."

W I T N E S S E T H:

WHEREAS, Landlord and Tenant previously entered into that certain Site Lease With Option dated December 9th, 1998 ("Original Lease"), a memorandum of which is recorded in the Officer of the Recorder of Delaware County, Iowa in Book 2001, page 4476, as further amended by that certain unrecorded Consent, Estoppel and Amendment to Lease dated September 1, 2009;

WHEREAS, the Lease relates to certain real property located in, Delaware County Iowa, more particularly described in Exhibit A to the Lease (the "Real Property");

WHEREAS, Landlord and Tenant deem it appropriate to amend the Lease as of the date first above written.

NOW THEREFORE, in consideration of Landlord making a onetime payment to Tenant upon Landlords execution of this Amendment in the amount of **THREE THOUSAND** dollars **($3,000.00)** and the foregoing, Landlord and Tenant do hereby agree as follows:

1. The term of the Lease and all Renewal Terms are hereby amended as follows:

   At the end of the Renewal Term ending February 28, 2030, Tenant shall have the right and option to extend the number of Renewal Terms for and additional ten (10) five-year periods ("Renewal Terms"). The first of such Renewal Terms, if exercised, shall commence on March 1, 2030. The second through the tenth of such Extension Terms shall commence on the fifth (5th) anniversary of the prior Extension Term. This Lease shall automatically renew for each renewal period unless Tenant notifies Landlord of its intention not to permit the Lease to renew. If Tenant provided Landlord with such notice, the Extension Terms then remaining shall be rendered null and void and this Lease shall terminate at the end of the then current period.

2. Section 2 D of the Lease is amended by replacing "Tenant shall have the right to extend this lease for five (5) additional five (5) year terms" with "Tenant shall have the right to extend this lease for (15) fifteen (5) year terms ("Renewal Term")".

3. Tenant's Notice information in the Lease shall be changed to reflect Tenant's name and address set forth above.

4. Tenant has the right to assign this Lease or sublease the Premises and its rights herein, in whole or in part, without the Landlord's consent. Upon written notification to Landlord of any assignment of this Lease by Tenant (together with a copy of such assignee's written assumption of Tenant's obligations hereunder), Landlord shall look solely to such assignee for the satisfaction of Tenant's obligations hereunder, and Tenant shall be released from any further obligations under this Lease.

5. Tenant may mortgage or grant a security interest in Tenant's leasehold estate under this Lease and any of Tenant's personal property, and may assign this Lease and any of Tenant's personal property to any such mortgagees or holders of security interests including their successors or assigns (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease. In such event, Landlord shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Landlord agrees simultaneously to notify in writing Tenant and the Mortgagee of Tenant having first priority as to Tenant's leasehold interest and which has requested notice from Landlord of any default by Tenant and to give such Mortgagee the same right to cure any default as Tenant, except the cure period for any Mortgagee shall not be less than ten (10) days after receipt of the default notice.

6. Except as amended hereby, all of the other terms, agreements and provisions of the Lease are hereby ratified and confirmed by Landlord and Tenant. This Amendment or a short-form memorandum of this Amendment may be recorded at Landlord or Tenant's option the office of the recorder of deeds for the county in which the Real Property is located. To the extent the Lease or a memorandum thereof has not previously been recorded, this Amendment shall constitute a "memorandum of lease" under applicable State law and may be recorded in the applicable public records. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. The Lease, as amended, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Except as amended hereby, all of the capitalized terms used herein shall have the same meaning as contained in the Lease.

[Signature Pages to Follow.]

Site Name: Manchester
Site No: IA-2069

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

Witness:
Signed and attested to in the presence of:

Print Name: Benjamin Orgel

Print Name: David Goldstein

TENANT:
TV6-W, LLC, a Delaware limited liability company

By: _____
William Orgel
Its: President

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of TV6-W, LLC, a limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this 25 day of June, 2014.

My Commission Expires:

ADAM J. SLOVIS
STATE OF TENNESSEE
NOTARY PUBLIC
SHELBY COUNTY
My Commission Expires 10/18/2014

Notary Public

Site Name: Manchester
Site No: IA-2069

Witness:

Signed and attested to in the presence of:

_____

Print Name:_____

_____

Print Name:_____

LESSOR:

Donald E. Maurer
Donald E. Maurer

Gail M. Maurer
Gail M. Maurer

STATE OF Iowa
COUNTY OF Delaware

On this 21 day of June, 2014, before me a Notary Public in and for the State of Iowa, personally appeared **Donald E. Maurer**, known (or proved to me on the basis of satisfactory evidence) to be the person, who executed the within and foregoing instrument, and acknowledged the said instrument to the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand the day and year first above written.

Tammy M. Eibey
NOTARY PUBLIC in and for the
State of _____
My Commission Expires:_____

TAMMY M. EIBEY
Commission Number 779193
My Comm. Exp. 7-2-2016

STATE OF Iowa
COUNTY OF Delaware

On this 21 day of June, 2014, before me a Notary Public in and for the State of Iowa, personally appeared **Gail M. Maurer**, known (or proved to me on the basis of satisfactory evidence) to be the person, who executed the within and foregoing instrument, and acknowledged the said instrument to the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand the day and year first above written.

Tammy M. Eibey
NOTARY PUBLIC in and for the
State of _____
My Commission Expires:_____

TAMMY M. EIBEY
Commission Number 779193
My Comm. Exp. 7-2-2016

Site Name: Manchester
Site No: IA-2069

Witness:

Signed and attested to in the presence of:

_____

Print Name: _____

_____

Print Name: _____

LESSOR:

Curtis D. Maurer

LESSOR:

Mary A. Maurer

STATE OF Iowa
COUNTY OF Delaware

On this 21 day of June, 2014, before me a Notary Public in and for the State of Iowa, personally appeared **Curtis D. Maurer**, known (or proved to me on the basis of satisfactory evidence) to be the person, who executed the within and foregoing instrument, and acknowledged the said instrument to the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand the day and year first above written.

Tammy M. Eibey
NOTARY PUBLIC in and for the
State of _____
My Commission Expires: _____

TAMMY M. EIBEY
Commission Number 779193
My Comm. Exp. 7-2-2016

STATE OF Iowa
COUNTY OF Delaware

On this 21 day of June, 2014, before me a Notary Public in and for the State of Iowa, personally appeared **Mary A. Maurer**, known (or proved to me on the basis of satisfactory evidence) to be the person, who executed the within and foregoing instrument, and acknowledged the said instrument to the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand the day and year first above written.

Tammy M. Eibey
NOTARY PUBLIC in and for the
State of _____
My Commission Expires: _____

TAMMY M. EIBEY
Commission Number 779193
My Comm. Exp. 7-2-2016

EXHIBIT A-1
Legal Description

DESCRIPTION OF LEASE AREA

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

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 33;

THENCE NORTH 1° 52' 44" EAST 231.90 FEET ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33;

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

THENCE NORTH 03° 20' 04" EAST 251.28 FEET;

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

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

THENCE NORTH 77° 27' 34" WEST 274.68 FEET ALONG THE SAID NORTHEASTERLY RIGHT -OF-WAY LINE OF DELHI ROAD AND TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 76,065 SQUARE FEET, MORE OR LESS.

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