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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

INSTRUMENT PREPARED BY:	David Benson, 1416 Buckeye Ave., Ames IA 50010 (Tel: 515-956-3900)
RETURN DOCUMENT TO:	David Benson, 1416 Buckeye Ave., Ames IA 50010
MAIL TAX STATEMENT TO:	Iowa State University, 1350 Beardshear Hall, Ames IA 50011-2038

MEMORANDUM OF AMENDMENT, ASSIGNMENT AND ASSUMPTION
OF GROUND LEASE

This Memorandum of Amendment, Assignment and Assumption of Ground Lease is executed this 4th day of December, 2013, by Iowa State University, an Iowa state institution of higher education ("Iowa State").

WHEREAS, Iowa State and Connoisseur Media of Iowa, LLC ("Connoisseur") entered into an Asset Purchase Agreement dated August 9, 2011, with a closing date of November 1, 2011 ("the Asset Purchase Agreement"); and

WHEREAS, as part of the Asset Purchase Agreement, Connoisseur assigned to Iowa State rights owned by Connoisseur in a communications transmission facility ("the Facility") under a Ground Lease Agreement dated June 25, 2009 ("the Ground Lease") wherein Connoisseur was the Tenant and trustees of the Donald S. or Judy L. Huntrods Revocable Trust ("Huntrods") were the Landlord; and

WHEREAS the Facility is located within tax identification Parcel No. 500091062002000 in the records of Madison County, Iowa ("the Facility Parcel"). The Facility Parcel is on real property owned by Huntrods and located within the following described property:

The Northwest Quarter of the Southwest Quarter (NW 1/4-SW 1/4), except Parcels A, B and C, Section 10, Township 74 North, Range 26 West of the 5th P.M., Madison County, Iowa;

and

WHEREAS, Iowa State wishes to provide notice of its ownership of the Facility and its rights in the Facility Parcel under the Ground Lease acquired in connection with the Asset Purchase Agreement:

NOW, THEREFORE, in consideration of the above recitals:

1. There is attached hereto, and identified as Exhibit A, a true and correct copy of an "Amendment, Assignment and Assumption Agreement" dated November 1, 2011, executed by Huntrods, Connoisseur, and Iowa State ("the Amendment").
2. The Amendment describes certain changes to the Ground Lease agreed to by Huntrods and Iowa State.
3. The Asset Purchase Agreement provided, among other things, that Connoisseur would pay all real property taxes attributable to operation of the Facility to November 1, 2011; after which date Iowa State would be responsible for any property tax obligation imposed on the Facility Parcel.

IN WITNESS WHEREOF, Iowa State has duly executed this Memorandum of Amendment, Assignment and Assumption of Ground Lease on the day and year first above written.

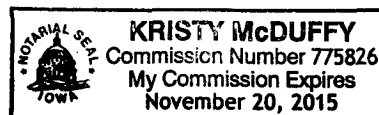
IOWA STATE UNIVERSITY

By: Warren R. Madden
Warren R. Madden,
Vice President Business & Finance

STATE OF IOWA, COUNTY OF STORY, SS:

This instrument was acknowledged before me on December 4, 2013; by Warren R. Madden as Vice President of Business & Finance at Iowa State University.

Kristy McDuff
Notary Public



AMENDMENT, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AMENDMENT, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Amendment") is made as of this 1st day of November 2011, by and among DONALD S. OR JUDY L. HUNTRODS REVOCABLE TRUST ("Landlord"), CONNOISSEUR MEDIA OF IOWA, LLC, a Delaware limited liability company ("Assignor"), and IOWA STATE UNIVERSITY, an Iowa state institution of higher education ("Assignee"), and relates to that certain Ground Lease, dated as of June 25, 2009 (the "Lease"), by and between Landlord and Assignor.

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 9, 2011 (the "Purchase Agreement"), pursuant to which, among other things, Assignor agreed to sell, and Assignee agreed to purchase, the licenses and certain other assets related to two radio stations; and

WHEREAS, the Lease is one such asset being transferred under the Purchase Agreement and this Amendment is being made pursuant thereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee the Lease and all of Assignor's rights, interests and benefits thereunder, free and clear of liens, mortgages, encumbrances and hypothecations (other than Permitted Liens, as defined in the Purchase Agreement).

2. Assumption. Effective as of the date hereof, the Assignee hereby accepts the transfer of, and agrees to be bound by and assume, pay and perform all the liabilities and obligations of Assignor under, the Lease.

3. Consent and Representation. Landlord hereby consents to the foregoing assignment and assumption of the Lease. Landlord further represents that the Lease is valid, in full force and effect and, to Landlord's knowledge, Assignor is not in default under the Lease, nor has Assignor or any other party taken any action which would constitute a default under the Lease. Landlord has, as of this date, no claims or defenses against Assignor arising out of or relating in any way to the Lease.

4. Amendment. Landlord and Assignee hereby agree to amend the Lease as follows:

(a) The reference to "twenty five (25) years" in the first sentence of Section 2.01 is replaced with "ten (10) years."

(b) The annual increase in basic monthly rent set forth in Section 3.02 shall be increased to 2.4% and shall apply to the next anniversary of the date upon which the last annual increase occurred and each subsequent anniversary of such date thereafter during the Initial Term and any Renewal Term, as such terms are defined in the Lease.



(c) The following is added as Section 6.01(c):

"Notwithstanding anything to the contrary contained in this Section 6.01, Tenant has represented to Landlord that Tenant provides its own self-insurance pursuant to Iowa Code Chapter 669. Landlord agrees to accept Tenant's program of self-insurance in lieu of any requirement to maintain separate insurance; provided that if at any time Tenant is no longer self-insured for the type(s) of coverage otherwise required in this Section 6.01, then Tenant shall acquire and maintain such insurance pursuant to the terms set forth in this Section 6.01 and shall provide Landlord with a certificate of insurance within 30 days upon acquisition thereof."

(d) The following is added after the first sentence of Section 10.3:

"Tenant may terminate this Lease for convenience upon the giving of two years' written notice to Landlord."

(e) The last sentence of the first paragraph of Section 11.1 is replaced with the following:

"Upon notice to Landlord of any assignment of this Lease by Tenant (together with a copy of such assignee's written assumption of Lessee's obligations and liabilities hereunder), Landlord shall look solely to such assignee for the satisfaction of Tenant's obligations and liabilities hereunder, and the assignor shall be released from any further obligations and liabilities under this Lease."

(f) Section 12.1 is replaced with the following:

"Tenant does hereby covenant and agree with Landlord that it will indemnify and hold Landlord harmless from and against any and all liability, damages, penalties or judgments ("Damages") arising from injury to person or property sustained by anyone in and about the Premises due to any negligent act or failure to act or willful misconduct of Tenant, or Tenant's officers, agents, servants, employees, or contractors, or for any material breach of Tenant's material obligations under the Lease; provided, however, that Tenant's obligation to indemnify is subject to Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669. Landlord shall not be responsible or liable for any Damage with respect to any property, equipment, structure, or other improvements, or for any injury to any person or persons, at any time on the Premises, including any injury to Tenant or to any of Tenant's officers, agents, servants, employees, or contractors, except as may result from any negligent act or failure to act or willful misconduct of Landlord or Landlord's officers, agents, servants, employees, assignees or contractors."

5. Notices. Any notice to be sent to Assignee under the Lease shall be sent to:

Iowa State University
1350 Beardshear Hall
Ames, Iowa 50011-2038
Attn: Warren R. Madden, Vice President Business & Finance

with copies, which shall not constitute notice, to:

Iowa Public Radio
2111 Grand Avenue, Suite 100
Des Moines, Iowa 50312
Attn: Mary Grace Herrington, Chief Executive Officer

and

Margaret L. Miller, Esq.
Dow Lohnes, PLLC
1200 New Hampshire Avenue, Suite 800
Washington, D.C. 20036

6. Counterparts. This Amendment may be executed in several counterparts, all of which when taken together shall constitute one and the same document. Delivery of counterpart signature pages may be effected by email of scanned copies of executed signature pages; provided, however, that the parties shall promptly arrange to exchange executed original signature pages by personal or commercial overnight delivery.

7. Choice of Law. This Amendment shall be construed and enforced in accordance with the laws of the State of Iowa.

8. Binding Effect. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

{signatures on following page}

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set for above.

CONNOISSEUR MEDIA OF IOWA, LLC

By: Michael Driscoll
Michael Driscoll
Executive Vice President and Chief
Financial Officer

IOWA STATE UNIVERSITY

By: Warren R. Madden
Warren R. Madden
Vice President Business & Finance

By: Board of Regents, State of Iowa

By: _____
Robert Donley
Executive Director

DONALD S. OR JUDY L. HUNTRODS
REVOCABLE TRUST

By: Donald S. Huntrods
Donald S. Huntrods

By: Judy L. Huntrods
Judy L. Huntrods

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first set for above.

CONNOISSEUR MEDIA OF IOWA, LLC

By: _____
Michael Driscoll
Executive Vice President and Chief
Financial Officer

IOWA STATE UNIVERSITY

By: Warren R. Madden
Warren R. Madden
Vice President Business & Finance

By: Board of Regents, State of Iowa

By: Robert Donley
Robert Donley
Executive Director

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By: Donald S. Huntrods
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By: Judy L. Huntrods
Judy L. Huntrods