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MARY E. WELTY
RECORDER
MADISON COUNTY, IOWA

Fee #8.50
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LEASE AGREEMENT

THIS LEASE AGREEMENT, executed in duplicate, made and entered into this 10th day of November, 19 73, by and between Alfred Binns and Emma Gene M. Binns (hereinafter called the "Landlord") whose address for the purpose of this lease is Route #4, Winterset, Iowa and Heritage Communications, Inc. (hereinafter called the "Tenant") whose address for the purpose of this lease is Des Moines, Iowa WITNESSETH THAT:

1. PREMISES AND TERM. The Landlord, in consideration of the rents herein reserved and of the agreements and conditions herein contained, on the part of the Tenant to be kept and performed, leases unto the Tenant and Tenant hereby rents and leases from Landlord, according to the terms and provisions herein, the following described real estate, situated in Madison County, to wit:

6 acres best situated for a tower in the NW¼ SW¼ of Section 4, Webster Township, Madison County, Iowa. T75N R29W

and all rights and easements thereto belonging, for an initial term of 15 years, commencing at midnight on the day previous to the first day of the lease term, which shall be on the 10th day of November, 19 73, and ending at midnight on the last day of the lease term, which shall be on the 10th day of November, 19 88, upon the condition that the Tenant pays rent therefor, and otherwise performs as in this lease provided. Tenant shall have the option to renew this lease for a term of 3 periods of 5 years each from the expiration date of the initial term under the terms and conditions of this lease.

2. RENTAL. Tenant agrees to pay to Landlord as rental for said term as follows: $360.00 per year, in advance, the first rent payment becoming due upon the execution of this lease, and the same amount, per year, in advance, on the 10th day of November thereafter, during the term of this lease.

All sums shall be paid at the address of Landlord, as above designated, or at such other place in Iowa, or elsewhere, as the Landlord may, from time to time, previously designate in writing.

Delinquent payments shall draw interest at 9% per annum from the due date, until paid.

3. POSSESSION. Tenant shall be entitled to possession on the first day of the term of this lease, and shall yield possession to the Landlord at the time and date of the close of this lease term, except as herein otherwise expressly provided.

4. USE OF PREMISES. Tenant covenants and agrees during the term of this lease to use and to occupy the leased premises for construction and operation of guyed antennae structures, a building to house equipment, and construction and unlimited use of an access road. Landlord shall have farming rights to the lease property and shall hold

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Tenant harmless for any bodily injury or damages which occur as a result of such activities. Tenant shall hold Landlord harmless for any bodily injury or damages which occur as a result of Tenant pursuing its activities.

5. QUIET ENJOYMENT. Landlord covenants that its estate in said premises is fee simple and that the Tenant on paying the rent herein reserved and performing all the agreements by the Tenant to be performed as provided in this lease, shall and may peaceably have, hold and enjoy the demised premises for the term of this lease free from molestation, eviction or disturbance by the Landlord or any other persons or legal entity whatsoever.

Landlord, shall have the right to mortgage all of its right, title, interest in said premises at any time without notice, subject to this lease.

6. (a) ALL REAL ESTATE TAXES, except as may be otherwise expressly provided in this paragraph 6, levied or assessed by lawful authority (but reasonably preserving Landlord's rights of appeal) against said real property shall be timely paid by the parties in the following proportions: by Landlord 100 %; by Tenant 0 %.

(b) Increase in such taxes, except as in the next paragraph provided, above the amount paid during the base year of 1972 (base year if and as may be defined in this paragraph) shall be paid by Landlord, 100 %; by Tenant 0 %.

(c) Increase in such taxes caused by improvements of Tenant shall be paid by Landlord 0 %; by Tenant 100 %.

(d) PERSONAL PROPERTY TAXES. Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving Tenant's rights of appeal) against its personal property on the premises, during the term of this lease.

(e) SPECIAL ASSESSMENTS. Special assessments shall be timely paid by the parties in the following proportions: by the Landlord 100 %; by the Tenant 0 %.

7. CONDEMNATION. (a) DISPOSITION OF AWARDS. Should the whole or any part of the demised premises be condemned or taken by a competent authority for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. Or in the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.

(b) DATE OF LEASE TERMINATION. If the whole of the demised premises shall be so condemned or taken, the Landlord shall not be liable to the Tenant except and as its rights are preserved as in paragraph 7(a) above.

(c) IMPOSSIBILITY. If Tenant is unable to use the leased premises hereunder for the purposes described in paragraph 4 above because of technical impossibility or the failure of governmental authorities to grant necessary approvals, this lease shall terminate with no further liability on the part of either party hereto.

8. TERMINATION OF LEASE AND DEFAULTS OF TENANT. (a) TERMINATION UPON EXPIRATION OR UPON NOTICE OF DEFAULTS. This lease shall terminate upon expiration of the demised term; or if this lease expressly and in writing provides for any option or options, and if any such option is exercised by the Tenant, then this lease will terminate at the expiration of the option term or terms. Upon default in payment of rental herein or upon any other default by Tenant in accordance with the terms and provisions of this lease, this lease may at the option of the Landlord be cancelled and forfeited, PROVIDED, HOWEVER, before any such cancellation and forfeiture, Landlord shall give Tenant a written notice specifying the default, or defaults, and stating that this lease will be cancelled and forfeited thirty (30) days after the giving of such notice, unless such default, or defaults, are remedied within such grace period.

9. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER. If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants, or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such term, covenant or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 9% per annum, from date of advance.

10. RIGHTS CUMULATIVE. The various rights, powers, options, elections and remedies of either party, provided in this lease, shall be construed as cumulative and no one of them as exclusion of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

11. NOTICES AND DEMANDS. Notices as provided for in this lease shall be given to the respective parties hereto at the respective addresses designated on page one of this lease unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States mail and so deposited in a United States mail box.

12. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto; except that if any part of this lease is held in joint tenancy, the successor in interest shall be the surviving joint tenant.

13. CHANGES TO BE IN WRITING. None of the covenants, provisions, terms or conditions of this lease to be kept or performed by Landlord or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Landlord and Tenant. This lease contains the whole agreement of the parties.

14. RELEASE OF DOWER. Spouse of Landlord, appears as a party signatory to this lease solely for the purpose of releasing dower, or distributive share, unless said spouse is also a co-owner of an interest in the leased premises.

15. CONSTRUCTION. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease in duplicate the day and year first written above.

Re Letter

Emma Gene M. Binns
Emma Gene M. Binns LANDLORD'S SPOUSE

Alfred Binns
Alfred Binns LANDLORD

TENANT'S SPOUSE

Heritage Communications, Inc.

by: _____
TENANT

INDIVIDUAL

STATE OF IOWA
COUNTY OF ADAIR } SS.

On this 16TH day of NOVEMBER, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Emma Gene M. Binns and Alfred Binns to me personally known to be the identical persons named in and who executed the within and foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

(SEAL)

Eleanor M. Hofmann
ELEANOR M. HOFMANN Notary Public in and for said County and State

CORPORATION.

STATE OF IOWA
COUNTY OF POLK } SS.

On this 13th day of November, A. D. 1973, before me, the undersigned a Notary Public in and for said County and State, personally appeared James M. Hoak xxx _____ to me personally known, who being by me duly sworn, did say that he is xxxx the President xxxx _____ xxxx _____ xxxxxxxxx, of said corporation executing the within and foregoing instrument, that (xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx corporation; that said instrument was signed (and sealed) on (the seal affixed thereto is the seal of said) behalf of said corporation by authority of its Board of Directors: and that the said James M. Hoak xxx _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

(SEAL)

Notary Public in and for said County and State

FIDUCIARY

STATE OF _____
COUNTY OF _____ } SS.

On this _____ day of _____, A. D. 19____, before me, the undersigned, a Notary Public in and for said County in said State, personally appeared _____ as Executor of the Estate of _____, Deceased, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as the voluntary act and deed of himself and of such fiduciary.

(SEAL)

_____
Notary Public in and for said County and State

PARTNER

STATE OF _____
COUNTY OF _____ } SS.

On this _____ day of _____, A. D. 19____, before me, the undersigned, a Notary Public in and for said County and State personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that he is (they are) member(s) of the Partnership _____, executing the within and foregoing instrument and acknowledged that (he) (they) executed the same as the voluntary act and deed of said co-partner(s) by (him) (them) and by said partnership voluntarily executed.

_____
Notary Public in and for said County and State