



Prepared by: John A. Gerken, 115 E Lincoln Way, Suite 200, Jefferson, IA 50129; 515/386-3158  
 Return to: Central Iowa Wireless Co., PO Box 269, Jefferson, IA 50129; 515/386-4141

**EXTENSION OF AND AMENDMENT TO LEASE**

This EXTENSION OF AND AMENDMENT TO LEASE ("Amendment") is entered into as of the 3<sup>RD</sup> day of JANUARY, 2018, by and between Lynn D. Wildin, a single person ("Wildin" or "Landlord"), and Central Iowa Wireless Co., an Iowa corporation ("Central Iowa Wireless" or "ITC" or "Tenant"), as assignee of Iowa Wireless Services, LLC, a Delaware limited liability company, d/b/a i wireless ("IWS").

WHEREAS, Jeff D. Wildin and Lynn D. Wildin, as married persons, and IWS entered into a Site Lease with Option as of the 3rd day of February, 2005 ("Lease" or "Ground Lease"), the subject of a Memorandum of Lease which was recorded in the records of the Madison County Recorder in Book 2005, Page 3931 on August 16, 2005, and with regard to real estate as described on Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, Jeff D. Wildin died on or about August 12, 2008; and

WHEREAS, Lynn D. Wildin succeeded to all Jeff D. Wildin's interests in and to the real estate as described on Exhibit A hereto; and

WHEREAS, such Ground Lease contained provisions allowing for its assignment; and

WHEREAS, IWS and Central Iowa Wireless entered into an Assignment and Assumption Agreement ("Assignment") on the 1st day of January, 2006, whereby IWS assigned to Central Iowa Wireless all of IWS' rights, title and interests in, to and under the Ground Lease, and whereby Central Iowa Wireless assumed the obligations of the IWS under the Ground Lease; and

WHEREAS, the Landlord is hereby notified of such Assignment as stated herein; and

WHEREAS, the Lease provided the right to extend said Lease for five additional, five-year terms ("Renewal Term"); and

WHEREAS, the Landlord and Central Iowa Wireless desire to extend and amend the Lease to provide for three further, five-year Renewal Terms, and to modify certain other provisions of the Lease as stated herein.

NOW, THEREFORE, in consideration of the covenants contained herein, for \$1,000 paid to Landlord for execution of this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is all hereby acknowledged, the parties hereto agree as follows:

1. Extension of Amendment to Lease.
  - (a) The first sentence of Section 2(D) of the Lease is amended to read: "Tenant shall have the right to extend this Lease for eight additional, five-year terms ("Renewal Terms")."
  - (b) The last sentence of the second paragraph of Section 2(N) of the Lease is amended to read: "Tenant may otherwise assign this Lease upon written notice to Landlord."
2. Result of Amendment. As a result of this Amendment, should Tenant exercise all of its options to extend, the Lease shall have a termination date ending in 2050; and the Lease shall be assignable by Tenant upon written notice to Landlord.
3. No Other Modifications. Except for the modifications set forth in Paragraph 1 above, and including the extension and assignability of the Lease as provided therein, this Amendment shall not alter, modify or otherwise affect the Lease and each of the terms and conditions contained in the Lease shall remain in full force and effect as provided in the Lease, and without limiting the generality thereof including the obligations of the Parties with respect to care and maintenance of the premises, payment of utilities and taxes, and continuation of insurance coverages all as presently set out in the Lease.
4. Acknowledgment and Approval of Assignment. Landlord to the extent required hereby recognizes receipt of notice of the Assignment between IWS and Central Iowa Wireless noted above, and approves of such Assignment acknowledging Central Iowa Wireless as assignee and successor to IWS under the Lease with full rights, title and interests as Tenant therein.
5. Title and Authority. Landlord covenants and warrants to Central Iowa Wireless that (i) Landlord has full right, power and authority to execute this Amendment to the Lease; (ii) Landlord has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Tenant hereafter in Paragraph 6 which in Central Iowa Wireless' determination will not interfere with Tenant's rights to or use of the Premises (Landlord further agreeing to obtain a Non-Disturbance Agreement from any mortgage holder if requested by Central Iowa Wireless); and (iii) execution and performance of this Amendment and the continued performance of the Lease will not violate any laws, ordinances,

covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord.

6. Title Disclosures (if any). \_\_\_\_\_  
\_\_\_\_\_

7. Further Assurances. Each party agrees to cooperate with the other in executing any further documentation necessary to protect its rights or use of the Premises and to fulfill the purposes of this Amendment and the Lease.

8. Miscellaneous. Unless otherwise defined herein, the definitions of capitalized terms used in this Amendment shall be the same as the definitions of such terms as set forth in the Lease and all section references herein refer to the Lease. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and conditions of this Amendment shall control.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the day and year first above written.

LANDLORD:

Lynn D. Wildin  
Lynn D. Wildin

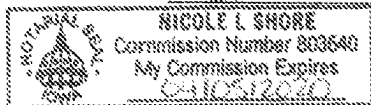
N of 2766 US Highway 169  
Winterset, IA 50273

STATE OF Iowa :  
: ss  
COUNTY OF Madison :

This instrument was acknowledged before me this 2 day of January, 2018, by Lynn D. Wildin, a single person.

Nicole L. Shore  
Notary Public – State of Iowa

[seal]



TENANT: Central Iowa Wireless Co.

By: James L. Daubendiek  
James L. Daubendiek, General Manager

105 West Harrison  
Jefferson, IA 50129

STATE OF IOWA :  
: ss  
GREENE COUNTY :

This instrument was acknowledged before me on the 2nd day of December, 2017, by James L. Daubendiek, as General Manager of Central Iowa Wireless Co.

Margaret S. Dohren  
Notary Public – State of Iowa

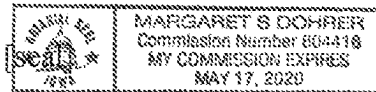


EXHIBIT A

To the Extension of and Amendment to Lease Agreement, between Lynn D. Wildin, as Landlord, and Central Iowa Wireless Co., as Tenant. The Site Lease with Option as amended is the subject of a Memorandum of Lease which was recorded in the records of the Madison County, Iowa recorder in Book 2005, Page 3931.

The property is legally described as follows:

Lease

That part of the Southeast Quarter of Section 35, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, described as follows:

Commencing at the southwest corner of said Southeast Quarter of Section 35; Thence North  $00^{\circ}17'57''$  West (assumed bearings) for 2106.35 feet along the west line of said Southeast Quarter of Section 35; Thence North  $89^{\circ}42'03''$  East for 74.00 feet to the TRUE POINT OF BEGINNING; Thence North  $00^{\circ}17'57''$  West for 500.00 parallel with and 74.00 feet east of said west line of the Southeast Quarter of Section 35; Thence North  $89^{\circ}42'03''$  East for 500.00 feet; Thence South  $00^{\circ}17'57''$  East for 500.00 feet; Thence South  $89^{\circ}42'03''$  West for 500.00 feet to the Point of Beginning.

(Contains 5.739 Acres)

Ingress/Egress & Utility

A permanent easement twenty foot (20') in width for ingress/egress and the installation and maintenance of utilities, over that part of the Southeast Quarter of Section 35, Township 75 North, Range 28 West of the 5th P.M., Madison County, Iowa, the center line of which is described as follows:

Commencing at the southwest corner of said Southeast Quarter of Section 35; Thence North  $00^{\circ}17'57''$  West (assumed bearings) for 2610.08 feet along the west line of said Southeast Quarter to the TRUE POINT OF BEGINNING; Thence South  $79^{\circ}39'18''$  East to the west line of a telecommunications lease area and the Point of Terminus, said point falling 10.18 feet south of the northwest corner of said lease area.

The following Site Plan of the real estate is included for illustrative purposes only:

