

Site ID: S_0760444
Site Name: Dysart
Site Address: 5940 Highway 21
Dysart, IA 52224

FIRST AMENDMENT TO GROUND LEASE

THIS FIRST AMENDMENT TO GROUND LEASE ("First Amendment") is entered into effective as of September 7, 2010 ("Effective Date"), by and between Marilyn Mehlhaus, Trustee of Trust under the will of Harriet A. Mehlhaus, as successor in interest to The Harriet A. Mehlhaus Trust (together with her successors and assigns, "Landlord"), and USCOC of Greater Iowa, LLC, a Delaware limited liability company (together with its successors and assigns, "Tenant"), as successor in interest to USCOC of Greater Iowa, Inc., a Pennsylvania Corporation, doing business as U.S. Cellular.

RECITALS

WHEREAS, Landlord and Tenant (or their predecessors in interest) entered into that certain Ground Lease dated February 18, 2003 (the "Lease"), whereby Landlord leased to Tenant that certain Premises (as defined in the Lease), that are a portion of the property located at 5940 Highway 21, Dysart, Iowa 52224 (the "Property"); and

WHEREAS, Tenant desires a reduction in its Base Rent (defined below) obligations under the Lease and Landlord is willing to reduce Tenant's Base Rent obligations under the Lease, provided Tenant commits to pay Base Rent to Landlord for the Rent Lock-In Period (defined below) and

WHEREAS, Landlord and Tenant desire to add additional renewal terms to the Lease; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Lease to accomplish the foregoing on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing Recitals which are incorporated herein by this reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Additional Renewal Terms.** Upon the expiration of the final renewal term under the Lease, Tenant shall have the right to renew the Lease for up to two (2) additional five (5) year periods (each, an "Additional Renewal Term"). Each Additional Renewal Term automatically shall commence, on the same terms and conditions as the Lease, without further action by Tenant, unless Tenant provides Landlord with written notice of its intention not to renew the Lease at least sixty (60) days prior to the commencement of any Additional Renewal Term.

2. **Modification of Base Rent.** Commencing effective as of November 1, 2010 ("Base Rent Modification Date"), the Base Rent payable under the Lease for the remainder of this term shall be \$500.00 per month ("Base Rent"). The Base Rent shall continue to be paid monthly pursuant to the provisions of the Lease; provided, however, all Base Rent escalators in the Lease shall be eliminated and replaced with the language outlined in section 3 below.

3. **Modification of Adjusted Rent.** Section 10 of the Lease is hereby deleted in its entirety.

4. **Rent Lock-In Period.** Tenant hereby agrees that Tenant will be obligated to pay the Base Rent due under the Lease for a sixty (60) month period commencing on the Base Rent Modification Date (the "Rent Lock-In Period"), and such obligation will not be subject to offset or abatement by Tenant or adversely impacted by Tenant's termination of the Lease or election not to enter into any renewal term or Additional Renewal Term under the Lease. Notwithstanding the foregoing or any term or condition to the contrary in the Lease, Tenant shall have the right during the Rent Lock-In Period to immediately terminate the Lease upon written notice, if and only, if Tenant is substantially unable to use the Premises for its permitted "uses" for any of the following reasons: (a) casualty damage that cannot be repaired within thirty (30) days following the casualty event; (b) a taking or condemnation under the power of eminent domain; (c) a Landlord default under the Lease, which default is not cured within ten (10) days following Landlord's receipt of written notice from Tenant; or (d) any material interference to Tenant's use of the Premises which remains unresolved after ten (10) days written notice from Tenant to Landlord. In the event of such termination by Tenant, and as of the date of such termination, Tenant shall have no obligation to pay any Base Rent for the remainder of the Rent Lock-In Period. Upon the expiration of the Rent Lock-In Period, Tenant shall have the right to terminate the Lease as provided in the Lease.

5. **Notices.** Any notice, request or demand required or permitted to be given pursuant to this First Amendment shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is five (5) days after deposit in the United States mail, as the case may be.

<p>TENANT :</p> <p>USCOC of Greater Iowa, LLC Attention: Real Estate Department 8410 West Bryn Mawr Avenue Suite 700 Chicago, IL 60631</p>	<p>LANDLORD :</p> <p>Marilyn Mehlhaus P.O. Box 503 Dysart, IA 52224</p>
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6. **Landlord Required Consents.** Landlord represents and warrants that Landlord has obtained all required consents in connection with entering into this First Amendment (including, without limitation, all master landlord, lender and secured party consents).

7. **Recording of Documents.** Landlord approves the recording of the Memorandum of Lease in the recording jurisdiction where the Property is located:

8. **Other Terms and Conditions Remain.** The Lease is amended to incorporate all the provisions set forth on Schedule I attached hereto and hereby incorporated by reference herein, if applicable. In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall govern and control. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified and remains in full force and effect. This First Amendment may be executed in multiple counterparts.

9. **Miscellaneous.** Landlord acknowledges that: (a) Landlord has read and understands this First Amendment and the underlying Lease and (b) Landlord has been advised and is informed that should Landlord not enter into this First Amendment, the underlying Lease between Landlord and Tenant, including any termination or non-renewal provisions therein, will remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and deliver this First Amendment effective as of the date set forth above.

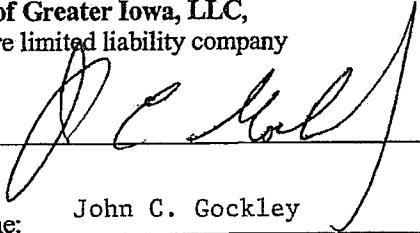
LANDLORD:

Marilyn Mehlhaus,
Trustee of Trust under the will of Harriet A.
Mehlhaus

By: Marilyn Mehlhaus, Trustee
Marilyn Mehlhaus, Trustee

TENANT:

USCOC of Greater Iowa, LLC,
a Delaware limited liability company

By: 

Print Name: John C. Gockley

Title: Vice President

SCHEDULE I

(to First Amendment to Ground Lease)

The following provisions shall supplement and amend the Lease:

1. **Expansion of Permitted Use.** Landlord hereby agrees that Tenant shall have the right, without the requirement of obtaining Landlord's consent, to modify, supplement, replace, upgrade, expand or refurbish the equipment related to Tenant's communications facility (the "**Communications Facility**"), increase the number of antennas thereon or relocate the Communications Facility within the Premises or install, operate and maintain a back-up emergency generator on the Premises at any time during the term or any renewal term of this Lease. Landlord shall cooperate with Tenant in all respects in connection with the foregoing. If Landlord does not comply with the terms of this Section, Tenant may exercise all of its rights and remedies under law or equity, including, without limitation, terminating this Lease, and upon such termination, Tenant shall have no further liability to Landlord.

2. **Expansion of the Premises.** Landlord grants Tenant the right, to the extent practicable and on a space available basis, to enlarge the Premises (the "**Additional Premises**"), so that Tenant may implement any necessary modifications, supplements, replacements, refurbishments, or expansions to the Communications Facility or to any equipment related thereto. The Additional Premises square footage will not exceed an area equal to the current square footage of the Premises, for space contiguous or adjacent to the Premises in a location and configuration to be designated by Tenant and reasonably approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. If Landlord does not respond within thirty (30) business days following Tenant's request for approval, then Landlord's approval shall be deemed granted. In the event Tenant requires Additional Premises for such purposes, the monthly Base Rent payable for such Additional Premises shall be the lesser of (i) the then current Base Rent calculated on a square foot basis or (ii) the amount of One and 50/100 Dollars (\$1.50) per each additional square foot (the "**Additional Premises Rent**"). The Additional Premises Rent shall be compensation for space utilized by the expansion of Tenant's room/cabinet/ground area and for expansion of the antenna area(s) beyond the Premises, but Tenant's addition of coaxial cables, raceways, conduits and other ancillary equipment and such related space usage, shall not require or result in Additional Premises Rent or any other compensation to Landlord. The Additional Premises Rent shall be payable to Landlord at the times and in the manner set forth in this Lease for payment of Base Rent and shall be subject to adjustment from time to time in the same manner set forth in this Lease for adjustments to Base Rent. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to affect and memorialize the lease of the Additional Premises to Tenant. Landlord and Tenant agree that each and every reference in this Lease to the "Premises" shall also include the "Additional Premises" (if any).

3. **Right of First Refusal.** Tenant (or its successor in interest, assignee or designee) shall have and Landlord hereby grants to Tenant a right of first refusal ("**Right of First Refusal**") to purchase (a) any easement rights in or over all or any part of the Premises; or (b) all or any part of Landlord's interest in or rights under this Lease (each, "**Landlord's Interest**") whenever Landlord receives and desires to accept a bona fide offer from an unrelated third party to purchase Landlord's Interest ("**Offer**"). Prior to accepting such Offer, Landlord shall give Tenant a copy of the Offer and other relevant documents, including the price and the terms and conditions upon which Landlord proposes to transfer Landlord's Interest (collectively, the "**Right of First Refusal Notice**"). Tenant shall have thirty (30) days from the receipt of such notice to agree to purchase Landlord's Interest for the price and upon the terms and conditions specified in the Offer ("**Tenant Approval Period**"). If Tenant elects to purchase Landlord's Interest, Tenant shall provide written notice to Landlord within the Tenant Approval Period ("**Acceptance Notice**"). Upon Tenant's delivery to Landlord of an Acceptance Notice, Landlord and Tenant shall,

within thirty (30) days after such delivery, cooperate to enter into a mutually acceptable purchase and sale agreement pertaining to such Landlord's Interest (the "**Purchase and Sale Agreement**"), which shall contain the terms of the Offer as well as customary provisions contained in similar agreements entered into in the metropolitan area in which the Property is located. If Tenant does not exercise the Right of First Refusal during the Tenant Approval Period, then Landlord may proceed to transfer Landlord's Interest upon the same terms and conditions set forth in the Offer; provided such transfer occurs within six (6) months following the date of the Right of First Refusal Notice and is made in accordance with the provisions of this Lease. The Right of First Refusal shall be an on-going right during the lease term. Tenant's failure to exercise or waiver of its Right of First Refusal in any instance shall not be deemed a waiver of Tenant's Right of First Refusal for subsequent Offers. Except as provided above, Landlord's rights to transfer any part of the Premises or Property shall not be encumbered or restricted. This Right of First Refusal shall not apply to a sale of Landlord's entire fee interest in the Property.

4. **Landlord's Insurance.** Landlord shall maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, to the extent required by law, Landlord shall maintain worker's compensation in statutory amounts and employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000). Landlord shall provide Tenant with evidence of such insurance in the form of a certificate of insurance on or before November 1, 2010, and throughout the term of this Lease.