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Scott County Iowa  
Rita A. Vargas Recorder  
File **2007-00009977**

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## AGREEMENT REGARDING BUILDING AND ROOF LEASE AGREEMENT

This agreement ("Agreement") pertains to a Building and Roof Lease Agreement ("Lease") entered into and made effective as of November 1, 2005, by and between RCPA Development Co., L.L.P., an Iowa limited liability company ("Landlord") and iPCS Wireless, Inc., a Delaware Corporation ("Tenant").

In addition to Landlord and Tenant, due to circumstances related below, the Mississippi Lofts Owners Association, Inc., an Iowa non-profit corporation ("Association"), Mississippi Housing Partners, LP, an Iowa limited partnership ("Partners"), Mississippi Retail Partners, LP, an Iowa limited partnership ("Retail"), and J&T Development, LLC, a Kansas limited liability company ("J&T") are also parties to this Agreement. Landlord, Tenant, Association, Partners, Retail and J&T are collectively referred to as the "Parties."

### RECITALS

The following facts give rise to this Agreement:

- a. On November 1, 2005, when the Lease was signed, Landlord owned what were then known as the Adler Theatre and the Mississippi Hotel buildings located on the real property legally described as:

Lots 1, 2 and 3 in Block 57 in LeClaire's Second Addition to the Town (now City) of Davenport, Scott County, Iowa (the "Real Estate").
- b. On January 31, 2006, Landlord submitted the Real Estate including the Adler Theatre and Mississippi Hotel buildings to a horizontal property regime known as the Mississippi Lofts recorded as File 200600003341 in the Scott County records.

- c. On February 23, 2006, Partners purchased the Mississippi Hotel Unit in the Mississippi Lofts condominium and is a party to this Agreement by reason of its ownership of the Mississippi Hotel Unit and by reason of its membership in the Association.
- d. On February 23, 2006, Retail purchased the Commercial Unit in the Mississippi Lofts condominium and is a party to this Agreement by reason of its ownership of the Commercial Unit and by reason of its membership in the Association.
- e. J&T, which is the developer of the Mississippi Hotel Unit, advanced its own funds to relocate certain of Tenant's equipment located within the Adler Theatre and Mississippi Hotel buildings and common elements of the Mississippi Lofts condominium.
- f. In return for J&T bearing the expense of this equipment relocation, Landlord, as owner of the Adler Theatre Unit of the Mississippi Lofts condominium and as a member of the Association, the Association (acting through all of its members, Landlord, Partners and Retail), Retail and Partners have agreed that J&T should receive all rents and other compensation, if any, which may be payable by Tenant under the Lease, and have agreed that the Adler Theatre Unit, Mississippi Hotel Unit and common elements of the Mississippi Lofts condominium shall remain subject to the terms of the Lease.

#### **AGREEMENT**

**THEREFORE, it is agreed by the Parties in consideration of the foregoing recitals, the payment by J&T to relocate parts of Tenant's equipment, and other good and valuable consideration, receipt of which is hereby authorized;**

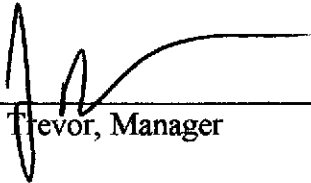
- 1. **The Lease shall remain in force and the Adler Theatre Unit, Mississippi Hotel Unit and the common elements of the Mississippi Lofts condominium shall remain subject to the terms of the Lease.**
- 2. **All rental payments on the Lease currently held by Tenant, and all rental payments and other compensation, if any, payable by Tenant in the future under Lease, shall be paid to J&T or its designee.**
- 3. **Landlord, Partners and Retail, who together constitute all of the members of the Association, hereby authorize and direct Jay Trevor to execute this agreement on behalf of the Association with the intention that the Association will be bound thereby.**

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]**



PARTNERS:

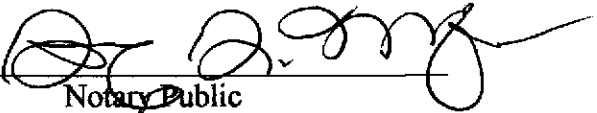
MISSISSIPPI HOUSING DEVELOPMENT, LLC,  
an Iowa limited liability company, its general partner

By   
Jay Trevor, Manager

ILLINOIS  
STATE OF IOWA )  
COUNTY OF COOK ) ss.

MARCH  
On ~~June 22~~, 2006<sup>7</sup>, before me, Dominic D. McEvers, a Notary Public, personally appeared Jay Trevor, Manager of Mississippi Housing Development, LLC, general partner of Mississippi Housing Partners, LP personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his/her authorized capacity, and that by his signature on the instrument he executed the instrument as Manager of the general partner of, and on behalf of, Mississippi Housing Partners, LP.

WITNESS my hand and official seal.

  
Notary Public

(SEAL)









