

Prepared by and return to:
GREAT PLAINS TOWERS, LLC
1305 North Louisville Ave.
Tulsa, Oklahoma 74115

Recorded: 11/16/2023 at 3:14:07.0 PM
County Recording Fee: \$37.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$40.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 2897

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“**Memorandum**”) is made effective as of the latter signature below (hereinafter “**Effective Date**”) by and between TIMOTHY J. QUAGLIANO AND SHANNON M. QUAGLIANO, husband and wife (“**Landlord**”) with an address of 36800 River Pointe Ct, Bellevue, IA 52031 and GREAT PLAINS TOWERS, LLC, a Delaware limited liability company (“**Tenant**”) with an address of 1305 North Louisville Avenue, Tulsa, Oklahoma 74115, and evidences that Landlord and Tenant made and entered into that Agreement dated as of November 13, 2023 (hereinafter “**Agreement**”), which Agreement contains, among other things, the following terms.

1. **Description of Land and Leased Premises.** Landlord is the owner of that land and property located in the State of Iowa, County of Delaware, commonly referred to as PID: 160-31-00-020-00 more particularly described in Exhibit A (the “**Property**”). Pursuant to the Agreement, the Landlord granted to Tenant an option (the “**Option**”) to lease a portion of the Property containing approximately 10,000 square feet (100’ x 100’) (the “**Land**”), together with non-exclusive easements appurtenant thereto for ingress, egress and access, together with the right to install, operate, construct and maintain above and below ground electrical, telephone and fiberoptic lines, cables, conduit, poles and appurtenant and related equipment, all as more particularly set forth herein (the “**Easements**” and, collectively with the Land, hereinafter the “**Leased Premises**”) described or depicted on the attached Exhibit B. The Option is for a term of two (2) years, commencing on the date of the Agreement, which may be further extended for one (1) additional period of two (2) years upon notice by Tenant to Landlord.

2. **Term.** If exercised by Tenant, the initial term (“**Initial Term**”) of the Agreement is five (5) years beginning on the notice date set forth in the notice of the exercise of the Option by Tenant (the “**Commencement Date**”). The Agreement will automatically renew for eighteen (18) additional terms of five (5) years each (each an “**Extension Term**” and, together with the Initial Term, hereinafter the “**Term**”), unless the Agreement is terminated by Tenant in accordance with the terms thereof, or unless Tenant provides notice to Landlord of its election to not renew the Agreement on or before that date which is sixty (60) days prior to the expiration of the Initial Term or then current Extension Term.

3. **Subletting; Use.** Tenant has the right, at any time during the Initial Term or any Extension Term of the Agreement, to sublet or license all or any portion of the Leased Premises or permit any portion of the Leased Premises to be occupied or used by any other party or multiple parties, including subtenants, licensees or customers (including agents, contractors and subcontractors thereof) in connection with the provision of wireless communications services. Landlord agrees not to sell, lease or use any areas of the larger parcel upon which the Leased Premises is situated for (1) placement of other communications

facilities (including communications towers, antennas, and related equipment) nor (2) the construction of any other improvement if such installation or use would interfere with the facilities in use by Tenant.

4. **Right of First Refusal; Rental Stream Offer.**

(a) From and after the date of the Agreement through the expiration or termination of the Term (including all Extension Terms), Landlord has granted to Tenant a right of first refusal in connection with all requests, proposals or offers from any Offeror to acquire, lease or obtain an easement (or other right of way) under all or any portion of the Leased Premises. Landlord shall provide Tenant written notice (the “**ROFR Notice**”) of its receipt of such a request, proposal or offer which Landlord desires to accept. Such ROFR Notice shall describe all material terms of such request, proposal or offer and include a copy of such request, proposal or offer. Tenant shall have thirty (30) days to evaluate such request, proposal or offer and notify Landlord in writing (the “**Acceptance Notice**”) if it intends to exercise its right to consummate such acquisition, lease or obtaining of easement (or other right of way) pursuant to the terms and conditions set forth in such request, proposal or offer. If Tenant fails to provide Landlord with an Acceptance Notice within such thirty (30) day period, then Landlord may proceed with such sale, lease or grant of easement (or other right of way) to such third party as set forth in the ROFR Notice, provided that if the acquisition, lease or obtaining of easement (or other right of way) set forth in the ROFR Notice is not completed within one hundred eighty (180) days of when Tenant notifies Landlord it does not intend to provide an Acceptance Notice (or, if no such notice is given, one hundred eighty (180) days after the expiration of the aforementioned thirty (30) day period), then Landlord shall not complete such transaction(s) without first providing Tenant an additional ROFR Notice pursuant to the terms of this Agreement, whereupon the foregoing provisions shall again apply. An “**Offeror**” is any person or entity that, directly or indirectly, owns or operates towers or communications facilities, or is in the business of acquiring, in whole or in part, fee title, tenancy rights, licensing rights, easement rights, contract rights, economic rights or any other type of right or interest in real property and/or leases in, under or around towers or communications facilities.

(b) If at any time after the date of the Agreement through the expiration or termination of the term, Landlord receives a bona fide written offer from an Offeror seeking an assignment or transfer of rent payments associated with the Agreement (“**Rental Stream Offer**”) which Landlord desires to accept, Landlord must furnish Tenant with a copy of the Rental Stream Offer. Tenant has the right within thirty (30) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within such thirty (30) day period, Landlord may assign the right to receive the rent payments pursuant to the Rental Stream Offer, subject to the terms of the Agreement.

5. **Ratification of Agreement.** By this Memorandum, the parties intend to record a reference to the Agreement and do hereby ratify and confirm all of the terms and conditions of the Agreement and declare that the Leased Premises are subject to all of the applicable provisions of the Agreement. In the event of a conflict between this Memorandum and the Agreement, the Agreement shall control.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement to be effective as of the latter date set forth below.

WITNESS:

Brianna Poll
Print Name: Brianna Poll

Jessica Viana
Print Name: Jessica Viana

LANDLORD: TIMOTHY J. QUAGLIANO
AND SHANNON M. QUAGLIANO, husband
and wife

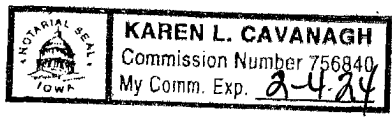
By: T. J. Quagliano
Name: Timothy J. Quagliano
Date: 10-31-23

By: Shannon M. Quagliano
Name: Shannon M. Quagliano
Date: 10-31-23

STATE OF Iowa
COUNTY OF Dubuque

Before me, Karen Cavanagh, the undersigned Notary Public, duly commissioned and qualified, this day personally appeared in the State and County aforesaid the above named Timothy J. Quagliano, who declared that he/she/they knew the contents of the foregoing instrument, and acknowledged it to be his/her/their voluntary act and deed, in their name and in the capacity set forth above. Such person is personally known to me or has provided drivers license as identification.

Witness my hand and official seal this 31st day of October, 2023.



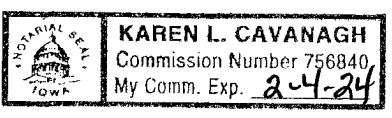
Karen L. Cavanagh
Official Signature of Notary
Notary's printed or typed name: Karen Cavanagh
My Commission Number: 2-4-24

OFFICIAL SEAL

STATE OF Iowa
COUNTY OF Dubuque

Before me, Karen Cavanagh, the undersigned Notary Public, duly commissioned and qualified, this day personally appeared in the State and County aforesaid the above named Shannon M. Quagliano, who declared that he/she/they knew the contents of the foregoing instrument, and acknowledged it to be his/her/their voluntary act and deed, in their name and in the capacity set forth above. Such person is personally known to me or has provided drivers license as identification.

Witness my hand and official seal this 31st day of October, 2023.



Karen L. Cavanagh
Official Signature of Notary
Notary's printed or typed name: Karen Cavanagh
My Commission Number: 2-4-24

OFFICIAL SEAL

WITNESSES:

TENANT: GREAT PLAINS TOWERS, LLC, a Delaware limited liability company

Matt Kline
Print Name: Matt Kline

By: *John R. Hemphill*
Name: John R. Hemphill
Title: President

Paul Wilcoxen
Print Name: PAUL WILCOXEN

Date: 11-13-23

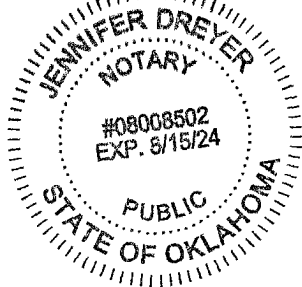
STATE OF OKLAHOMA
COUNTY OF TULSA

JENNIFER DREYER

I, _____ a notary public in and for said county in said state, hereby certify that John R. Hemphill, whose name as President of GREAT PLAINS TOWERS, LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 13th day of November, 2023.

(Notarial Seal)



Notary Public: *J. Dreyer*
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

That part of the Southeast Quarter (SE¹/₄) of the Southeast Quarter (SE¹/₄) of Section Thirty One (31), Township Eighty Nine (89) North, Range Four (4), West of the Fifth P.M., described as commencing at a point seven (7) feet South of the Northeast corner of said Southeast Quarter (SE¹/₄) of the Southeast Quarter (SE¹/₄), thence South to the Railroad right of way, thence Southwesterly along said Railroad right of way to the South line of said Southeast Quarter (SE¹/₄) of the Southeast Quarter (SE¹/₄), thence West along said South line to a point fifteen and three-fourths (15-3/4) rods East of the Southwest corner of said Southeast Quarter (SE¹/₄) of the Southeast Quarter (SE¹/₄), thence North eighteen and three-fourths (18-3/4) rods, thence West fifteen and three-fourths (15-3/4) rods, thence North along the West line of said Southeast Quarter (SE¹/₄) of the Southeast Quarter (SE¹/₄) to a point seven (7) feet South of the Northwest corner of said Southeast Quarter (SE¹/₄) of the Southeast Quarter (SE¹/₄), thence East to the place of beginning, excepting therefrom that portion taken by Iowa state Highway Commission, and also except that part described as commencing at the Southwest corner of the Southeast Quarter (SE¹/₄) of said Section Thirty One (31), thence South 89° 29' East one thousand five hundred eighty four and forty two hundredths (1584.42) feet along the South line of said Southeast Quarter (SE¹/₄), thence North 1 ° 53' East thirty and forty three hundredths (30.43) feet to the point of beginning, thence North 89° 09' 20" East two hundred forty five and fifteen hundredths (245.15) feet, thence North 68° 40' 40" East one hundred fifty seven and fifty one hundredths (157 .51) feet, thence North 1 ° 53' East one hundred seventeen and thirty five hundredths (117.35) feet, thence North 89° 29' West three hundred eighty nine and seventy five hundredths (389.75) feet, thence South 1 ° 53' West one hundred eighty one and seventy eight hundredths (181.78) feet to the point of beginning; also all that part of Lots One Thousand One Hundred Eighty Two (1182), One Thousand One Hundred Eighty Three (1183), One Thousand Two Hundred Twenty Two (1222) and One Thousand Two Hundred Twenty Three (1223), Delaware, Iowa, according to plat recorded in Book 2 L.D., Pages 488-489, lying Westerly of the West line of the abandoned railroad right-of-way; also all that part of the West one-half (W¹/₂) of the Southeast Quarter (SE¹/₄) of Section Thirty One (31), Township Eighty Nine (89) North, Range Four (4), West of the Fifth P.M., lying South of the Railroad right of way, except the South three hundred thirty five (335) feet of the East five hundred thirty two (532) feet thereof.

(This deed is given in fulfillment of a contract between grantors and grantees herein filed for record on July 3, 2002 in Book 2002, Page 2483 in Delaware County, Iowa. Exemption No. 1.)

**EXHIBIT B
LEASED PREMISES**

