

Recorded: 6/6/2025 at 9:33:42.0 AM
County Recording Fee: \$107.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$110.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2025 PG: 1433

Prepared by ~~and after recording~~
~~should be returned to:~~

McAfee & Taft, P.C.
211 North Robinson Ave.
Two Leadership Square, 8th Floor
Oklahoma City, OK 73102
Attention: Russell B. Taylor III, Esq.

01-23050088①
mac

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: POST CLOSING
1200 EAST MARKET ST, STE 751
AKRON, OH 44305

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This Mortgage contains an after-acquired property clause.

LEASEHOLD MORTGAGE AND FIXTURE FILING

GREAT PLAINS TOWERS, LLC
as Mortgagor And

FIRST NATIONAL BANK OF OKLAHOMA,
as Mortgagee

Dated Effective as of May 30, 2025

NOTICE: This mortgage secures credit in the amount of \$2,300,000.00. Loans and advances up to this amount, together with interest and other fees as noted herein, are senior to indebtedness to other creditors under subsequently recorded or filed mortgages or liens.

Legal Description (the "Property"):

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE AND SECURITY AGREEMENT. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS that **GREAT PLAINS TOWERS, LLC**, a Delaware limited liability company, having a mailing address of 1305 N. Louisville Avenue, Tulsa, Oklahoma 74115 (hereinafter called the "Mortgagor" which term shall be construed to include mortgagor's successors and assigns), hereby grants, conveys, assigns, mortgages, and warrants, and grants a power of sale, to **FIRST NATIONAL BANK OF OKLAHOMA**, a nationally chartered Mortgagee having its principal office at 5101 N. Western Ave., Oklahoma City, Oklahoma 73118 (hereinafter called the "Mortgagee," which term shall be construed to include Mortgagee's successors and assigns), all of Mortgagor's leasehold interest in and to certain real property situated in the County of Delaware, State of Iowa, described as 2295 220th Street, Manchester, Iowa 52057, upon and appurtenant to the real property described on Exhibit "A" attached hereto and made a part hereof (hereafter the "Leasehold" or "Property"), together with the following, whether now owned or hereafter acquired by Mortgagor:

(a) all buildings, structures, and improvements, if any, constructed on the Leasehold (the "Improvements"). Improvements shall specifically include all now hereafter acquired equipment, machinery, fixtures, Tenant Improvement, Existing Improvements consist of the following: Cell-Site Tower erected on the Property, Tower foundation, Tower equipment shelter, Tower guy emplacements and Broadcast Equipment;

(b) all right, title and interest of Mortgagor in and to all streets, roads, public places, easements and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Leasehold;

(c) all right, title, and interest of Mortgagor in and to all fixtures and articles of personal property (the "Personal Property") now or hereafter owned, attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were constructed or are to be attached, placed, erected, constructed or developed, or which Personal Property is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements;

(d) any and all proceeds arising from the taking of all or part of the Leasehold for any public or quasi-public use under any law or by right of eminent domain, all of which shall be subject to the lien of this Mortgage; and

(e) any and all leases and rents arising from any and all lease(s) of the Property, including but not limited to that certain Tower Lease Agreement dated September 23, 2024, between Great Plains Towers, LLC and Alltel Corporation d/b/a Verizon Wireless.

TO HAVE AND TO HOLD the Property, with all the tenements, hereditaments, easements, appurtenances and other rights and privileges thereunto belonging or in any wise now or hereafter appertaining unto and to the use of the Mortgagee, and Mortgagee's successors and assigns, forever.

THE MORTGAGOR HEREBY COVENANTS AND AGREES THAT:

1. **INDEBTEDNESS.** This mortgage is given as security for (all of which is hereinafter called the “Indebtedness”):

(i) performance and observance of the covenants and agreements herein contained;

(ii) the indebtedness of Mortgagor, to Mortgagee evidenced by that certain Promissory Note dated of even date herewith, in the face amount of TWO MILLION THREE HUNDRED THOUSAND AND 00/100 DOLLARS (\$2,300,000.00), or so much as may be disbursed pursuant to the Loan hereinafter described, together with interest payable as provided therein, and having a maturity date of the date that is twenty-five (25) years following the Effective Date (the “Note”);

(iii) performance of that certain Loan and Security Agreement (“Agreement”) between Mortgagor, Mortgagee, and others of even date herewith, which agreement is incorporated herein by reference and made a part hereof for all purposes;

(iv) all loans and advances, whether as future advances or otherwise, which Mortgagee may hereafter make to Mortgagor hereunder; and

(v) additionally to secure any and all renewals or extensions of all or any part of the Indebtedness, obligations, loans, advances and liabilities described herein.

This Mortgage is subject to all of the provisions of the Agreement and any Event of Default by Mortgagor under the Agreement shall be considered an event of default under this Mortgage. If Mortgagor shall well and truly pay unto Mortgagee the indebtedness secured hereby, together with all interest thereon, and shall conform, comply with and abide by each and every stipulation, agreement, condition and covenant contained and set forth herein the Agreement, and in the aforementioned Note and shall in all things do perform all other agreements between Mortgagor and Mortgagee, then this Mortgage shall become null and void.

2. **TITLE.** Mortgagor represents and warrants that:

(i) The Mortgagor’s interest in the Mortgaged Premises is an ownership interest in and to the Personal Property and Improvements and is a leasehold interest under and pursuant to that certain Land Lease granted to Mortgagor, as evidenced by Terms and conditions of an unrecorded lease, as evidenced by that certain Land Option and Lease Agreement between Timothy J. Quagliano and Shannon M Quagliano, husband and wife and Mortgagor dated October 31, 2023, and recorded _____, as Instrument No. _____, in Delaware County, Iowa; Landlord then being the fee owner of the Real Property described on Exhibit “A”. The Memorandum of Lease Agreement are attached hereto as Exhibit “B”, and are hereinafter referred to as the “Lease”.

(ii) Mortgagor covenants and agrees to timely perform all obligations to be performed under the Lease for which it is obligated, including, without limitation, the

obligation to pay rent thereunder. Mortgagor further covenants and agrees to furnish to Mortgagee, within five (5) business days, copies of any notice of termination or of claimed default under any of the Leases received from the Lessor or any other party, and to cure any such claimed default within any applicable cure period. In the event Mortgagor fails, for any reason, to cure or to attempt to cure any such claimed default under the Leases, then Mortgagee, may, at its option, cure or attempt to cure, such claimed default, in which event, Mortgagor shall be liable for all costs and expenses; including reasonable attorney's fees, incurred by Mortgagee, which amounts shall bear interest at the rate specified in the Promissory Note hereinabove described, and which shall be secured hereby and, in addition, Mortgagee may immediately declare all outstanding indebtedness secured hereby to be immediately due and payable, and may proceed to exercise the remedies set forth in this Mortgage or such as are otherwise available at law or in equity.

(iii) The Property is free and clear of all encumbrances, except building and use restrictions of record, if any, and taxes and assessments not yet overdue.

(iii) Mortgagor will make any further assurances of its leasehold interests in and to said Property that Mortgagee may reasonably require and will warrant and defend the Property against all lawful claims and demands whatsoever.

3. **HAZARD INSURANCE.** Mortgagor agrees: (a) to keep the Property, including the improvements thereon, unceasingly insured during the life of this Mortgage all as provided in the Agreement.

(a) Every policy shall be in form, amount and with companies satisfactory to Mortgagee and certificates of coverage or certified copies of the policies (if requested by Mortgagee) for such insurance and any insurance now or hereafter written covering the Property shall be, immediately after the issuance thereof, delivered to Mortgagee and certificates for policies replacing expired insurance shall be delivered to Mortgagee at least thirty (30) days prior to the expiration date of such expiring insurance, all of which policies shall have a standard Oklahoma mortgage clause in form satisfactory to Mortgagee attached.

(b) In the event of loss, Mortgagor will give immediate notice by mail to Mortgagee, who is hereby given privilege and authority, on failure of Mortgagor to act promptly, to make proof of loss and adjust and collect such insurance, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagor and Mortgagee, as their interests may appear, and the insurance proceeds, or any part thereof, may at Mortgagee's option, be applied by Mortgagee to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this Mortgage or other transfer of title to the Property in extinguishment of the indebtedness secured hereby, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

(c) Mortgagor specifically covenants and agrees that in the event Mortgagor has provided Mortgagee with evidence satisfactory to Mortgagee that flood insurance covering the Property shall not be required as of the date hereof but the Property shall hereafter become eligible for flood insurance under the National Flood Insurance Program or under any subsequent Act of Congress of the United States, and should the Property be located in an area hereafter designated by the Secretary of Housing and Urban Development as an area having special flood or mudslide hazards, Mortgagor shall then obtain, at the Mortgagor's sole cost and expense, flood insurance available under said program in such amounts and in such form as may be required by Mortgagee.

4. **PAYMENT OF TAXES.** The Mortgagor shall pay all taxes, if any, and all assessments and governmental charges or levies imposed on the Mortgagor's assets or income, or upon the Property or the Improvements prior to the date which penalties attach thereto, except to the extent such taxes are being contested in good faith by appropriate proceedings and adequate reserves therefore have been established on the books of the Mortgagor.

5. **ADVANCES FOR TAXES, INSURANCE AND OTHER MATTERS.** If Mortgagor shall neglect or refuse to maintain and pay the premiums for insurance which may be required under Paragraph 4 above or to pay and discharge all taxes, assessments and charges of every nature and to whomever assessed, as provided in Paragraph 5 above Mortgagee may, at Mortgagee's election, obtain such insurance or pay such taxes, assessments and charges. Any amounts paid as a result of the preceding sentence, together with interest thereon from the date of payment at the rate of ten percent (10.00%) per annum, shall be immediately due and payable by Mortgagor to Mortgagee, and until paid shall be added to and become a part of the Indebtedness secured hereby. Any such advance may be collected as a part of the principal debt in any suit hereon.

(a) Mortgagee, by the payment of any tax, assessment or charge, may, if Mortgagee sees fit, be thereby subrogated to the rights of the State, County, and all political or governmental subdivisions.

(b) No such advances by Mortgagee under this Paragraph 6 shall be deemed to relieve Mortgagor from any default hereunder or impair any right or remedy consequent thereon. The exercise of the rights to make advances granted in this Paragraph shall be optional with Mortgagee and not obligatory and Mortgagee shall not in any case be liable to Mortgagor for failure to exercise any such rights.

6. **COVENANT AGAINST WASTE.** Mortgagor at all times shall keep the Property in good order and repair and shall not, without the prior written consent of the Mortgagee, commit any waste of the Property or any violation of any law, regulation, ordinance or contract affecting the Property and shall not commit or suffer any demolition, removal or material alteration of any of the buildings or improvements (including fixtures) on the Property without the prior written consent of the Mortgagee, except as hereinafter provided in Paragraph 14. Mortgagor shall comply with and shall not violate any easement, restrictions, agreements, covenants and conditions with respect to or affecting the Property or any part thereof.

7. **CONDEMNATION.** Mortgagor agrees that all awards heretofore or hereafter made by any public or quasi-public authority to the present and all subsequent owners of the Property covered by this Mortgage by virtue of any exercise of the right of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way or for any change of grade of street affecting the Property, are hereby assigned to Mortgagee. Mortgagee, at Mortgagee's option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such awards from the authorities making the same and to give proper receipts and acquittances therefor.

(a) Mortgagee may, at Mortgagee's election, use such proceeds to the extent of the unpaid Indebtedness secured hereby in any one or more of the following ways:

(i) apply the same, or any part thereof, upon the Indebtedness secured hereby, whether such Indebtedness then be mature or unmatured;

(ii) use the same, or any part thereof, to fulfill any of the covenants contained herein as Mortgagee may determine;

(iii) use the same, or any part thereof, to replace or restore the property to a condition satisfactory to Mortgagee; or

(iv) release the same to Mortgagor.

(b) Mortgagor hereby covenants and agrees upon written request by Mortgagee, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning all such awards to Mortgagee free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

8. **TAX AND INSURANCE ESCROW.** Upon the request of Mortgagee, Mortgagor shall deposit in a non-interest-bearing escrow account, on dates upon which each installment of principal and interest is payable, amounts equal to one-twelfth (1/12th) the estimated annual ad valorem taxes and annual insurance premiums for purposes of creating and maintaining a reserve fund from which to pay, before the same become due, all annual taxes, assessments, liens and charges on or against the Property, and annual premiums for insurance as herein covenanted to be furnished by the Mortgagor.

(a) Upon the occurrence and during the continuance of any event of default under the terms of this Mortgage, any part or all of the reserved may be applied to any part of the Indebtedness hereby secured and in refunding any part of the reserve fund Mortgagee may deal with whomsoever is represented to be the owner of the Property at that time.

9. **RIGHT OF INSPECTION.** At any time and from time to time, but during normal business hours upon reasonable prior notice, Mortgagee or Mortgagee's agents and representatives shall have the right to inspect the Property.

10. **MECHANICS AND MATERIALMEN'S LIENS.** The Mortgagor shall not create, assume or suffer to exist any mechanics', materialmen's or laborers' liens on the Property; provided, however, the Mortgagor may in good faith contest the validity of any such lien by posting the bond or cash deposit to discharge said lien in accordance with applicable law within thirty (30) days of the date of filing of the same, time being of the essence.

11. **SUBROGATION.** To the extent all or any portion of the proceeds of the Note secured hereby is used for the purpose of retiring debt or debts secured by prior liens on the Leasehold, Mortgagee shall be subrogated to the rights and lien priority of the lien(s) so discharged.

12. **OWNER OPERATED.** It is contemplated Mortgagor shall operate the Property as a medical facility and/or Office Based Lab in accordance with Paragraph 4 of the Lease.

13. **OTHER LIENS.** Mortgagor shall not acquire any fixtures, equipment or apparatus or other personal property covered by this Mortgage subject to any security interest or other charge or lien taking precedence over this Mortgage, except with the prior written consent of Mortgagee.

14. **REPLACEMENT OF FIXTURES.** Mortgagor may renew, replace or substitute fixtures, machinery, equipment, apparatus and other articles of personal property used on the Property, of comparable value if so done in the normal course of business.

15. **SECURITY AGREEMENT.**

(a) Security Interest. To the extent, if any, the Improvements to the Property are not determined to be real property interests which are covered by this Leasehold Mortgage, this Mortgage shall be a security agreement between Mortgagor, as the debtor, and Mortgagee, as the secured party, covering all of Mortgagor's furniture, fixtures and equipment including specifically all Broadcast Equipment, the Cell-Site Tower erected on the Property, the Tower foundation, Tower equipment shelter and guy emplacements, constituting personal property as defined by the Uniform Commercial Code (hereinafter called the "Code"), and as further set forth in paragraph (a) through (f) at the beginning of this instrument (the "Mortgaged Property"), and Mortgagor grants to Mortgagee a security interest in such Mortgaged Property. In addition to Mortgagee's other rights hereunder, Mortgagee shall have all rights of a secured party under the Code. Mortgagor authorizes Mortgagee to record any financing statements that may be required by Mortgagee to establish and maintain the validity and priority of Mortgagee's security interest, and Mortgagor shall bear all costs thereof, including all Code searches reasonably required by Mortgagee. If Mortgagee should dispose of any of the Mortgaged Property pursuant to the Code, twenty (20) days' written notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice; provided, however, Mortgagee may dispose of such property in accordance with the foreclosure procedures of this Mortgage in lieu of proceeding under the Code. Mortgagor hereby authorizes Mortgagee at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements with or without signature of Mortgagor as authorized by applicable law, as applicable to the Mortgaged Property. For purposes of such filings, Mortgagor agrees to furnish any information requested by Mortgagee promptly upon request by Mortgagee. Mortgagor also

ratifies its authorization for Mortgagee to have filed any like initial financing statements, amendments thereto or continuation statements if filed prior to the date of this Mortgage.

(b) Notice of Changes. Mortgagor shall give advance notice in writing to Mortgagee of any proposed change in Mortgagor's name, identity, or structure and shall execute and deliver to Mortgagee, prior to or concurrently with the occurrence of any such change, all additional financing statements that Mortgagee may require to establish and maintain the validity and priority of Mortgagee's security interest with respect to any of the Mortgaged Property described or referred to herein.

(c) Fixtures. Some of the items of the Mortgaged Property described herein may constitute goods that are or are to become fixtures related to the Land, and it is intended that, as to those goods, this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Mortgaged Property is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, at the address of Mortgagee stated above. The mailing address of Mortgagor, as debtor, is as stated above.

16. **CONVEYANCE OR FURTHER ENCUMBRANCE BY MORTGAGOR.** In the event Mortgagor, without the prior written consent of Mortgagee, shall mortgage or otherwise encumber, assign, sell, transfer, convey or permit to be mortgaged, encumbered, assigned, sold, transferred or conveyed, Mortgagor's legal or equitable interest in the Property, or any part thereof, Mortgagee shall be entitled, at Mortgagee's option, to declare all sums secured hereby immediately due and payable.

17. **FEES AND EXPENSES.** Mortgagor shall pay Mortgagee's reasonable attorney's fees, in addition to all other legal costs, as often as any proceeding is taken to foreclose this Mortgage for default in any of its terms, covenants or agreements, which amount shall be an additional lien on the Property.

18. **CONTINUING LIEN.** This Mortgage creates a continuing lien to secure the full and final payment of the Indebtedness hereby secured and the performance of all the other obligations secured or imposed hereby and hereafter arising.

19. **TAX ON INDEBTEDNESS.** Mortgagor hereby agrees to pay any and all taxes which may be levied or assessed directly or indirectly upon the Indebtedness hereby secured and this Mortgage, without regard to any law which may be hereafter enacted imposing payment of the whole or any part thereof upon the Mortgagee, Mortgagee's successors or assigns. Upon violation of this agreement, or upon the rendering by any court of competent jurisdiction of a decision that such an agreement by a mortgagor is legally inoperative, or if the rate of said tax, when added to the rate of interest provided for in the Note, shall exceed the then legal rate of interest, then, and in any such event, the Indebtedness hereby secured, without deduction, shall, at the option of Mortgagee, become immediately due and payable, anything contained in this Mortgage or in the Note secured hereby notwithstanding. The additional amounts which may become due and payable hereunder shall be regarded as interest, and shall be part of the debt secured by the Note and this Mortgage.

20. **EVENTS OF DEFAULT.** The occurrence of any one or more of the following shall, at the option of Mortgagee, be considered an event of default hereof. To the extent, if any, there is a conflict between the Events of Default set forth in this Mortgage and the Event of Default as set forth in the Agreement, the terms of the Agreement shall control:

(a) Mortgagor fails to pay any part of the Indebtedness when due and payable, whether at a date for the payment of a fixed installment or contingent or other payment to Mortgagee or as a result of acceleration or otherwise; or

(b) Any "Default" or "Event of Default" occurs under any Loan Document or any Loan Agreement with Mortgagee which defines either of such terms, and the same is not remedied within the applicable period of grace (if any) provided in such Loan Document or any Loan Agreement; or

(c) Mortgagor fails (other than as referred to in subsections (a) and (b) above) to duly observe, perform or comply with any covenant, agreement, condition or provision of any Loan Document or any Loan Agreement between Mortgagor and Mortgagee and such failure is not remedied within thirty (30) days after notice thereof is given to Mortgagor; or

(d) Any representation or warranty previously, presently or hereafter made in writing by or on behalf of Mortgagor in connection with any Loan Document shall prove to have been false or incorrect in any material respect on any date on or as of which made; or

(e) Mortgagor fails to duly observe, perform or comply with any agreement with any third party or any term or condition of any instrument, if such agreement or instrument is materially significant to Mortgagor, and such failure is not remedied within the applicable period of grace (if any) provided in such agreement or instrument; or

(f) Mortgagor (i) fails to pay when due any principal or interest owed by it to any third party other than Mortgagee with respect to borrowed money or money otherwise owed under any note, bond, or similar instrument or (ii) fails to pay when the same becomes due and payable any other indebtedness in excess of \$50,000.00 (other than claims or trade payables allowed to be deferred), or (iii) breaches or defaults in the performance of any agreement or instrument by which any indebtedness described in the preceding clauses (i) or (ii) is issued, evidenced, governed, or secured, and any such failure, breach or default continues beyond any applicable period of grace provided therefore; or

(g) Mortgagor:

(i) suffers the entry against it of a judgment decree or order for relief by a court of competent jurisdiction in an involuntary case commenced under any applicable Mortgageeruptcy, insolvency or other similar law of any jurisdiction

now or hereafter in effect, including the Mortgageeruptcy Reform Act of 1978, as amended; or

(ii) suffers the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for a substantial part of its assets or for any part of the Property in a proceeding brought against or initiated by it, and such appointment is neither made ineffective nor discharged within sixty days after the making thereof, or such appointment is consented to, requested by, or acquiesced to by it; or

(iii) commences a voluntary case under any applicable Mortgageeruptcy, insolvency or similar law now or hereafter in effect, including the Mortgageeruptcy Reform Act of 1978, as amended; or consents to the entry of an order for relief in an involuntary case under any such law or to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar official of any substantial part of its assets or any part of the Property; or makes a general assignment for the benefit of creditors; or fails generally to pay its debts as such debts become due; or takes corporate or other action in furtherance of any of the foregoing; or

(iv) Entry by any court of a final judgment against Mortgagor, or the attachment of, levy upon, or garnishment of any of their respective Property which is not discharged to the satisfaction of the Lender within thirty (30) calendar days thereafter;

(v) Suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial part of its property or any part of the Property, and such writ or warrant of attachment or any similar process is not stayed or released within 60 days after the entry of levy thereof or after any stay is vacated or set aside;

(h) Substantial damage to or destruction of the Property which is not repaired to the satisfaction of the Mortgagee.

21. **REMEDIES.** Upon the occurrence and continuance of an event of default, and if such event of default is not cured during any applicable cure period the Mortgagee may, at its option:

(a) Acceleration of Note, Foreclosure of Mortgage. Declare the Note hereby secured to be immediately due and payable whereupon the Note shall become forthwith due and payable without presentment, demand, protest or notice of any kind, and the Mortgagee shall be entitled to foreclose the Mortgage and proceed simultaneously or selectively and successively to enforce its rights under the Note, the Agreement, all any Loan Documents between Mortgagor and Mortgagee and any of the instruments executed pursuant to the terms hereof; of any one or all of them; and/or

(b) Selective Enforcement. In the event the Mortgagee shall elect to selectively and successively enforce its rights under any or either of the aforementioned Loan Documents, such action shall not be deemed a waiver or discharge of any other lien, encumbrance or security instrument securing payment of the Note until such time as the Mortgagee shall have been paid in full all sums advanced under the Note. The foreclosure of any lien provided pursuant to the Agreement without the simultaneous foreclosure all such liens shall not merge the liens granted which are not foreclosed with any interest which the Mortgagee might obtain as a result of such selective and successive foreclosure

(c) Cumulative Remedies. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies which would otherwise be vested in Mortgagee in law or equity, all of which rights and remedies are specifically reserved by Mortgagee. The remedies herein provided or otherwise available to Mortgagee shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies hereby provided prevent the subsequent or concurrent resort to any other remedy or remedies which by the Agreement or by law or equity shall be vested in Mortgagee.

(d) Non-Judicial Foreclosure. Mortgagee shall be entitled to exercise the provisions providing for a foreclosure by power of sale pursuant to the Power of Sale Mortgage Foreclosure Act (the "Act"); PROVIDED, HOWEVER, that in connection with such election, Mortgagee shall first give Mortgagor a written notice of Mortgagee's intention to foreclose by power of sale addressed to Mortgagor (the "Notice"). Such Notice shall (i) state with reasonable specificity, the nature of the events of default hereunder, (ii) advise Mortgagor that Mortgagor has the right to cure such default for a period of thirty-five (35) days from the date of sending of the Notice and thereby reinstate this Mortgage (unless said default is the result of the maturity of the secured obligation), (iii) advise Mortgagor the amount of money or action necessary to effect a cure, and (iv) advise Mortgagor that the indebtedness secured hereby maybe accelerated and the Mortgage foreclosed through power of sale if such event of default is not so cured within such 35-day period. If Mortgagor fails to cure within such 35-day period Mortgagee at Mortgagee's option may then proceed to exercise the power of sale granted herein, including all statutory notice and sale provisions contained in the Act.

22. **CONTINUING REMEDIES**. It is further expressly agreed that neither failure of Mortgagee to exercise any option to declare maturity of the principal debt or any other sums hereby secured under any of the foregoing covenants and stipulations, nor procurement of insurance or payment of taxes as hereinbefore provided, shall be taken or deemed a waiver of the right to exercise such option or to declare such maturity as to such past of any subsequent violation of any of such covenants or stipulations.

23. **COVENANTS RUN WITH LAND**. The covenants, conditions and agreements contained in this Mortgage shall be deemed as running with the land and shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective successors, assigns, executors, administrators, trustees, personal representatives, or heirs.

24. **NO WAIVER OF MORTGAGEE'S RIGHTS.** Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof. Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor. Neither Mortgagor nor any other person now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of Mortgagee to comply with a request of Mortgagor or of any other person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any obligations secured by this Mortgage, or by reason of the release, regardless of consideration, or the whole or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner or owners of the Property and Mortgagee extending from time to time the time of payment or modifying the terms of the Note or Mortgage without first having obtained the consent of Mortgagor or such other person, and, in the latter event, Mortgagor and all such other persons shall continue liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by the Mortgagee.

(a) Regardless of consideration, and without the necessity for any notice to or consent by the holder of any permitted subordinate lien on the Property, Mortgagee may release the obligation of anyone at any time liable for any of the Indebtedness secured by this Mortgage or any part of the security held for the Indebtedness and may from time to time extend the time of payment or of otherwise modify the terms of the Note and/or Mortgage without, as to the security of the remainder thereof, in any way impairing or affecting the lien of this Mortgage or the priority of such lien, as security for the payment of the Indebtedness as it may be so extended or modified, over any subordinate lien, and the Mortgagee may resort for the payment of the Indebtedness secured hereby to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

25. **WAIVER IN WRITING.** Any and all covenants in this Mortgage may from time to time, by an instrument in writing signed by Mortgagee and delivered to Mortgagor, be waived to such extent and in such manner as Mortgagee may desire, but no such waiver shall ever affect or impair Mortgagee's rights or liens hereunder, except to the extent specifically stated in such written instrument.

26. **WAIVER OF JURY TRIAL.** Mortgagor and Mortgagee hereby voluntarily, knowingly, irrevocably and unconditionally waive any right to have a Jury participate in resolving any dispute (whether based upon contract, tort or otherwise) between Mortgagor and Mortgagee arising out of or in any way related to this Mortgage or any Loan Document.

27. **WAIVERS; MARSHALLING OF ASSETS.** It is agreed that if this Mortgage covers less than ten (10) acres of land, and in the event of the foreclosure of this Mortgage and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa may at the sole option of the Mortgagee be reduced to six (6) months provided the Mortgagee, in such action, files an election to waive any deficiency judgment against the Mortgagor which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code.

If the redemption period is so reduced, for the first three (3) months after sale of such right of redemption shall be exclusive to the Mortgagor, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months. It is further agreed that the period of redemption after a foreclosure of this Mortgage may at the sole option of the Mortgagee be reduced to sixty (60) days if all of the three following contingencies develop: (1) The land is less than ten (10) acres in size; (2) the Court finds affirmatively that the premises have been abandoned by the owners and those persons personally liable under this Mortgage at the time of such foreclosure; and (3) the Mortgagee in such action files an election to waive any deficiency judgment against the Mortgagor or its successors in interest in such action. If the redemption period is so reduced, the Mortgagor or its successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of the Mortgagor shall be a presumption that the Mortgaged Premises are not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. Further, Mortgagee shall not be precluded from electing foreclosure without redemption under Iowa Code Section 654.20. This Mortgage shall not be construed to preclude Mortgagee from electing to foreclose this Mortgage pursuant to the alternative nonjudicial voluntary foreclosure procedure provided in Iowa Code Section 654.18 or the nonjudicial foreclosure procedure provided in Iowa Code Chapter 655A. To the maximum extent permitted by applicable law, Mortgagor further waives all rights to a stay of any foreclosure hereunder, a marshaling of assets, and a sale in inverse order of alienation that may otherwise be available under the laws of the State in which the Mortgaged Premises is located. These waivers are intentionally and knowingly made, and Mortgagor acknowledges and understands that Mortgagee is expressly relying upon these waivers in agreeing to make the Loan to Mortgagor.

28. **NOTICES.** Whenever this Mortgage permits or requires any consent, approval, notice, request or demand from one party to another, the consent, approval, notice, request or demand shall be in writing and shall be deemed to have been given on the third business day after it is enclosed in an envelope, properly stamped, sealed and deposited in the United States mail, certified, return receipt requested, addressed to the party to be notified at the address set forth above.

29. **CHOICE OF LAW.** It is agreed between Mortgagor and Mortgagee that the laws of the State of Oklahoma shall govern the validity, construction, interpretation and legal effect of this Mortgage and the Note and the rights and duties of the parties hereunder.

30. **OTHER INDEBTEDNESS.** In addition to securing the payment of the Note and all renewals, modifications, rearrangements, consolidations and a tensions thereof, this Mortgage shall further secure payment of any and all additional indebtedness owing by Mortgagor to Mortgagee, whether now or hereafter arising. In the event of default in payment of such additional indebtedness, Mortgagee may, at Mortgagee's option, declare all indebtedness hereby secured to be immediately due and payable and exercise any or all of Mortgagee's rights herein provided.

31. **CONSTRUCTION.** Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provide herein, the word "Mortgagor" shall mean "Mortgagor and/or any subsequent owner or owners of the Property so long as the same are encumbered by this Mortgage," the word "Mortgagee" shall mean "Mortgagee or any subsequent holder or holders of this Mortgage", and the word "Note" shall mean "the note secured by this Mortgage" and the word "person" shall mean "an individual, corporation, partnership or unincorporated association." The Paragraph headings contained herein are included as a matter of convenience and are not intended to define, limit or modify the terms of this Mortgage. All words and phrases with their initial letter capitalized shall be afforded the meaning given in the Agreement.

32. **AMENDMENT.** This Mortgage cannot be changed except by an agreement in writing signed by the party against whom enforcement of the change is sought.

33. **RELATIONSHIP OF MORTGAGOR AND MORTGAGEE.** This Mortgage is given as an incident to a lending transaction between Mortgagor and Mortgagee, and in no event shall Mortgagee be construed to be a partner or associate of Mortgagor in the conduct of the business, as landlord or otherwise, on or about the Property, nor shall Mortgagee be liable for any debts or obligations incurred by Mortgagor in the conduct of such business, it being understood and agreed that the relationship of the parties is and at all times shall remain that of Mortgagor and lender.

34. **SEVERABILITY.** Should any clause or provision of this Mortgage be invalid or void for any reason, such invalid or void clause shall not affect the hole of this Mortgage, and the balance of the provisions shall remain in full force and effect.

35. **BUSINESS PURPOSE.** The obligations represented by the Note do not constitute a "consumer credit transaction" as defined in Iowa Code Section 537.1301(12). The Note is issued for a "business purpose" as defined in Iowa Code Section 535.2(2) (a) (5).

36. **MAXIMUM PRINCIPAL.** This Mortgage shall secure the payment of any additional amounts advanced, from time to time, by Bank to Borrower under the notes or other financing documents stating that such advances are secured hereby ("Future Advances"). The maximum amount of unpaid indebtedness secured hereby shall be \$2,300,000.00, exclusive of interest thereon, unpaid balances of advances made with respect to the Mortgaged Premises for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Mortgaged Premises and other costs which the Bank is authorized by this Mortgage or any other Loan Document to pay on Borrower's behalf, all of which shall be secured by this Mortgage.

37. **USDA LOAN NOTE GUARANTY.** The Loan secured by this Mortgage was made under a United States Department of Agriculture loan program. The purpose of the program is to improve, develop, or finance business, industry, and employment and improve the economic and environmental climate in rural communities. If the United States is seeking to enforce this document, then under USDA regulations:

(i) When USDA is the holder of the Note, this document and all documents evidencing or securing the loan will be construed in accordance with federal law.

(ii) Lender or USDA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, USDA does not waive any federal immunity from local or state control, penalty, tax, or liability. No Mortgagor or Guarantor, if any, may claim or assert against USDA any local or state law to deny any obligation of said Mortgagor or said Guarantor, if any, or defeat any claim of USDA with respect to the loan.

(iii) Any clause in this document requiring arbitration is not enforceable when USDA is the holder of the Notes secured by this Mortgage.

A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE AND SECURITY AGREEMENT. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE.

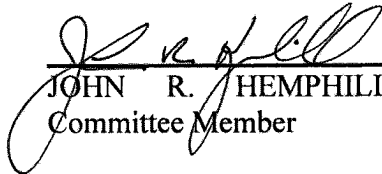
[SIGNATURE PAGE(S) TO FOLLOW]

EXECUTED this 30th day of May, 2025.

MORTGAGOR:

GREAT PLAINS TOWERS, LLC,
a Delaware limited liability company

By:



JOHN R. HEMPHILL, Management
Committee Member

By:



KRISTEN BENNETT, Management
Committee Member

Acknowledgements

STATE OF Oklahoma)
) ss:
COUNTY OF Tulsa)

John R. Hemphill

Before me, a Notary Public in and for said County and State, on this 30th day of May, 2025, personally appeared _____, to me known to be the identical person who subscribed the name of the maker to the foregoing instrument as its Manager, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such company, for the uses and purposes set forth therein.

Given under my hand and seal of office the day and year last above written.

(S E A L)



Giselle C. Richardson-Jones
NOTARY PUBLIC

My Commission Expires: 1/14/2029
Commission No.: 25000435

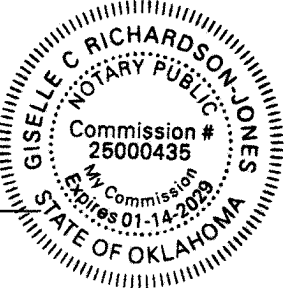
STATE OF Oklahoma)
) ss:
COUNTY OF Tulsa)

Kristen Bennett

Before me, a Notary Public in and for said County and State, on this 30th day of May, 2025, personally appeared _____, to me known to be the identical person who subscribed the name of the maker to the foregoing instrument as its Manager, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such company, for the uses and purposes set forth therein.

Given under my hand and seal of office the day and year last above written.

(S E A L)



Giselle C. Richardson-Jones
NOTARY PUBLIC

My Commission Expires: 1/14/2029
Commission No.: 25000435

EXHIBIT "A"

Description of Leasehold Property

SITUATED IN THE CITY OF MANCHESTER, COUNTY OF DELAWARE, STATE OF IOWA:

BEING A PORTION OF 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 (SEA) 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 (SE 1/4 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 COMER OF SAID SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE 1/4), THENCE NORTH EIGHTEEN AND THREE-FOURTHS (18-3/4) RODS, THENCE WEST FIFTEEN AND THEE-FOURTHS (15-3/4) RODS, THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER (SPA) OF THE SOUTHEAST QUARTER (SEA) 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 (SEA) 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 (SPA), 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 (SEA) 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.

TAX ID: 160310002000

BEING A PORTION OF THE PROPERTY CONVEYED TO TIMOTHY J. QUAGLIANO AND SHANNON M. QUAGLIANO, HUSBAND AND WIFE, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON, GRANTEE, FROM RICHARD LEE DICHTELMILLER AND CELIA JEAN DICHTELMILLER, HUSBAND AND WIFE, GRANTOR, BY WARRANTY DEED RECORDED 07/02/2008, IN BOOK 2008, PAGE 2084, OF THE DELAWARE COUNTY RECORDS.

LEASE AREA DESCRIPTION:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 89 NORTH, RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 42 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 303.02 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 32 SECONDS WEST, A DISTANCE OF 401.74 FEET TO THE POINT OF BEGINNING OF THE LEASE AREA TO BE DESCRIBED; THENCE SOUTH 89 DEGREES 42 MINUTES 52 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 52 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING. SAID LEASE AREA CONTAINS 10,000 SQ. FT. OR 0.23 ACRES. ACCESS AND UTILITY EASEMENT DESCRIPTION:

A 30.00 FOOT WIDE EASEMENT FOR INGRESS, EGRESS AND UTILITY PURPOSES OVER, UNDER AND ACROSS THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 89 NORTH, RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA, THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 42 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 303.02 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 32 SECONDS WEST, A DISTANCE OF 401.74 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 52 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE SOUTH 0 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 175.62 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF 220TH STREET AND SAID CENTERLINE THERE TERMINATING.

THE SIDELINES OF SAID EASEMENT SHALL BE SHORTENED OR LENGTHENED TO TERMINATE AT SAID NORTHWESTERLY RIGHT OF WAY LINE OF 220TH STREET.

GUY WIRE EASEMENT DESCRIPTION:

A 30.00 FOOT WIDE EASEMENT FOR GUY WIRE PURPOSES OVER, UNDER AND ACROSS THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 89 NORTH, RANGE 4 WEST OF THE FIFTH PRINCIPAL MERIDIAN, DELAWARE COUNTY, IOWA, THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 42 MINUTES 28 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 303.02 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 32 SECONDS WEST, A DISTANCE OF 401.74 FEET; THENCE SOUTH 89 DEGREES 42 MINUTES 52 SECONDS WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH 0 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 21.13 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUE NORTH 0 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 78.87 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 52 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE CONTINUE NORTH 89 DEGREES 42 MINUTES 52 SECONDS EAST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 0 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 78.87 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; THENCE SOUTH 60 DEGREES 17 MINUTES 08 SECONDS EAST, A DISTANCE OF 110.00 FEET AND SAID CENTERLINE THERE TERMINATING.

THE SIDELINE OF SAID EASEMENT SHALL BE SHORTENED OR LENGTHENED TO TERMINATE AT LINES BEARING SOUTH 0 DEGREES 17 MINUTES 08 SECONDS EAST AND NORTH 0 DEGREES 17 MINUTES 08 SECONDS WEST FROM THE POINT OF BEGINNING.

TOGETHER WITH A 30.00 FOOT WIDE EASEMENT FOR GUY WIRE PURPOSES OVER, UNDER AND ACROSS SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE PREVIOUSLY DESCRIBED POINT "A"; THENCE SOUTH 59 DEGREES 42 MINUTES 52 SECONDS WEST, A DISTANCE OF 110.00 FEET AND SAID CENTERLINE THERE TERMINATING. THE SIDELINE OF SAID EASEMENT SHALL BE SHORTENED OR LENGTHENED TO TERMINATE AT LINES BEARING NORTH 0 DEGREES 17 MINUTES 08 SECONDS WEST AND SOUTH 0 DEGREES 17 MINUTES 08 SECONDS EAST FROM SAID POINT "A".

TOGETHER WITH A 30.00 FOOT WIDE EASEMENT FOR GUY WIRE PURPOSES OVER, UNDER AND ACROSS SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, THE CENTERLINE OF SAID EASEMENT IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE PREVIOUSLY DESCRIBED POINT "B"; THENCE NORTH 0 DEGREES 17 MINUTES 08 SECONDS WEST, A DISTANCE OF 110.00 FEET AND SAID CENTERLINE THERE TERMINATING.

EXHIBIT “B”

The Lease

That certain Land Option and Lease Agreement dated November 13, 2023, by and between Timothy J. Quagliano and Shannon M. Quagliano, husband and wife and Great Plains Towers, LLC, a Delaware limited liability company, as evidenced by that certain Memorandum of Agreement recorded on November 16, 2023, in the Official Records of Delaware County, State of Iowa, in Book 2023, Page 2897.