

Recorded: 2/9/2026 at 2:15:40.0 PM
County Recording Fee: \$37.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$40.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2026 PG: 316

ATTN: LMS
WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE ①
ATTN: POST CLOSING
1200 EAST MARKET ST, STE 751
AKRON, OH 44305
OR 01-25083833

Prepared by and return to:
Great Plains Towers, LLC
1305 North Louisville Avenue
Tulsa, Oklahoma 74115

Cross Reference: Book 2023, Page 2897

ASSIGNMENT AND ASSUMPTION AGREEMENT – Ground Lease

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT – Ground Lease ("Assignment") is made and entered into as of this 30 day of JANUARY, 2026 ("Transfer Date") by GREAT PLAINS TOWERS, LLC, a Delaware limited liability company ("Assignor", and 'Grantor' for recording purposes) having an address at 1305 North Louisville Avenue, Tulsa, Oklahoma 74115 and HEMPHILL TOWERS III, LLC, a Delaware limited liability company ("Assignee", and 'Grantee' for recording purposes) having an address at 501 Corporate Centre Drive, Suite 522, Franklin, Tennessee 37067.

RECITALS

A. Assignor is the owner of a leasehold interest in a portion of that land and property set forth in Exhibit A (hereinafter "**Property**") pursuant to that Land Option and Lease Agreement dated November 13, 2023 (as amended, the "**Assigned Lease**"), which option was exercised effective August 14, 2024 (the "**Commencement Date**"), by and between Assignor and Timothy J. Quaglioano and Shannon M. Quaglioano, a memorandum of which was recorded on November 16, 2023 in Book 2023, Page 2897 in the Office of the County Recorder, Delaware County, Iowa, with respect to the use of a portion of the Property for the construction, use, operation, repair and replacement of a communications tower facility and related installations and improvements, all as more particularly set forth in the Assigned Lease; and

B. Assignor has agreed to transfer and assign to Assignee all of its right, title and interest in and to the Assigned Lease, and Assignee has agreed to accept an assignment thereof and assume the obligations thereunder, pursuant to this Agreement.

C. This Assignment is made pursuant to the Purchase and Sale Agreement dated November 27, 2025, between Assignor, as Seller, and Assignee, as Purchaser (the "**Purchase and Sale Agreement**"), and any capitalized terms not defined herein have the meanings ascribed to them in the Purchase and Sale Agreement.

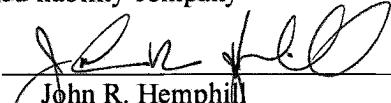
NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** As of the Transfer Date, Assignor does hereby sell, assign, transfer, convey, set over and deliver to Assignee all right, title, interest, and benefits of Assignor in, to and under the Assigned Lease and all rights thereunder including, without limitation, all escrows, deposits, access, utility and other easements related thereto, whether outlined in the Assigned Lease or separately granted to Assignor, and to any and all ancillary and related agreements, consents, subordination or non-disturbance agreements related in any way to the Assigned Lease, if any ("**Ancillary Interests**").
2. **ASSUMPTION.** Effective as of the Transfer Date, Assignee hereby accepts the aforesaid assignment of Assignor's right, title, interest, benefits in, to and under the Assigned Lease and the Ancillary Interests, and assumes and agrees to be bound by, perform and discharge, as and when due, all of the conditions and obligations set forth in the Assigned Lease and Ancillary Interests which occur and accrue from and after the Transfer Date.
3. **GOVERNING LAW.** This Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of Oklahoma, without regard to principles of conflicts of laws. Any civil action or legal proceeding arising out of or relating to this Assignment may be brought in the United States District Court in any district in which venue is proper. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail, at the notice address provided in the Purchase and Sale Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules. To the fullest extent permitted by applicable law, each party waives any right to a jury trial in any action or proceeding to enforce or interpret this Assignment.
4. **COUNTERPARTS.** This Assignment may be executed in two or more counterparts, each of which will be deemed an original of this Assignment, but all of which together will constitute one and the same instrument. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same documents and copies of such documents shall be deemed valid as originals.
5. **PURCHASE AND SALE AGREEMENT.** Nothing contained in this Assignment will be deemed or construed as amending or modifying the Purchase and Sale Agreement. In the event of a conflict between the terms of this Assignment and the Purchase and Sale Agreement, the terms of the Purchase and Sale Agreement shall control.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered in its name and on its behalf, effective as of the Transfer Date.

ASSIGNOR: GREAT PLAINS TOWERS, LLC, an Oklahoma limited liability company

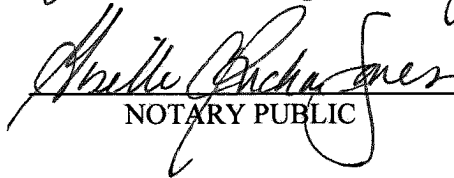
By: 
John R. Hemphill
Its: President

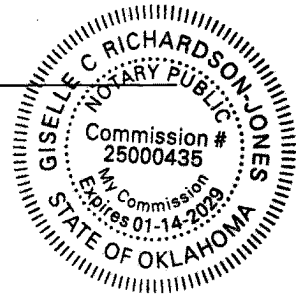
STATE OF OKLAHOMA
COUNTY OF TULSA

Personally appeared before me, Giselle C. Richardson-Jones, a Notary Public in and for the State and County aforesaid, the within named Assignor, GREAT PLAINS TOWERS, LLC, a Delaware limited liability company, by John R. Hemphill, the President thereof, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that the foregoing instrument was executed by such person on behalf of the Assignor for the purposes therein contained.

WITNESS my hand and official seal this 28th day of January, 2026.

My Commission Expires: January 14, 2029
My Commission Number 25000435


NOTARY PUBLIC



Signature Page of Assignment and Assumption – Ground Lease

ASSIGNEE, ~~HEMPHILL TOWERS III, LLC~~, a Delaware limited liability company

By: [Signature]
Scott Riggs
Its: President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, Ruth Duggar, a Notary Public in and for the State and County aforesaid, the within named Assignee, ~~HEMPHILL TOWERS II, LLC~~, a Delaware limited liability company, by Scott Riggs, the President thereof, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that the foregoing instrument was executed by such person on behalf of the Assignee for the purposes therein contained.

WITNESS my hand and official seal this 30th day of January, 2026.

[Signature]
Ruth Duggar – Notary Public

Signature Page of Assignment and Assumption – Ground Lease

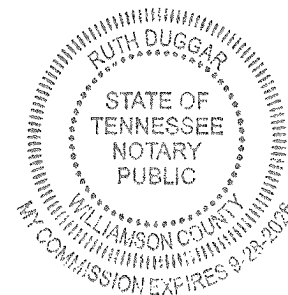


EXHIBIT A
PROPERTY

PARENT PARCEL

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

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 HAT 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 THE SAME 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 DICHELTMILLER AND CELIA JEAN DICHELTMILLER, 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.