

Recorded: 2/9/2026 at 2:15:58.0 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: 317

ATTN: LMS
WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: POST CLOSING ②
1200 EAST MARKET ST, STE 751
AKRON, OH 44305
OR 25083833

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

Cross Reference: Book 2024, Page 2594

ASSIGNMENT AND ASSUMPTION AGREEMENT – Tower Leases

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT – Tower Leases ("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 that land and property described on the attached Exhibit A and, as landlord or lessor, is a party to that certain lease agreement as more particularly described on Exhibit B incorporated by reference herein (the "**Tower Leases**"); and

B. Assignor has agreed to transfer and assign to Assignee all of its right, title and interest in, to and under the Tower Leases and Assignee has agreed to accept an assignment thereof.

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 is hereby acknowledged, the parties hereto agree as follows:

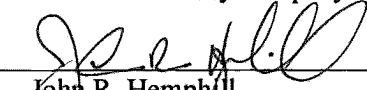
1. ASSIGNMENT. Effective as of the Transfer Date, Assignor hereby irrevocably and absolutely transfers and assigns to Assignee all of its right, title and interest in and to the Tower Leases, together with any amendments or modifications to the Tower Leases. Assignor remains responsible for all Assignor's liabilities and obligations under the Tower Leases which relate to the period prior to the Transfer Date.

2. **ACCEPTANCE OF ASSIGNMENT.** Effective as of the Transfer Date, Assignee hereby accepts the foregoing assignment of the Tower Leases and assumes all of the Assignor's liabilities and obligations under the Tower Leases which relate to the period on or after the Transfer Date.
3. **BINDING EFFECT.** This Assignment will be binding upon, and will inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.
4. **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.
5. **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.
6. **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, a Delaware limited liability company

By: 
John R. Hemphill
Its: President

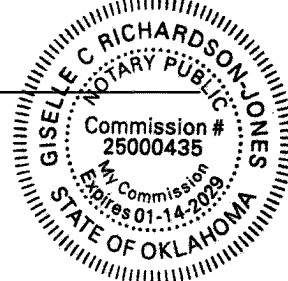
STATE OF OKLAHOMA
COUNTY OF TULSA

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 – Tower Leases

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

By: [Signature]
Scott Riggs
Its: President

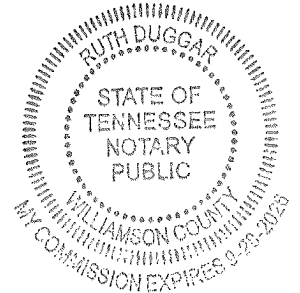
STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, Ruth Duggar, a Notary Public in and for the State and County aforesaid, the within named Assignee, HEMPILL TOWERS III, 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 28th day of January, 2026.

[Signature]
Ruth Duggar – Notary Public

Signature Page of Assignment and Assumption – Tower Leases



**EXHIBIT A
PROPERTY**

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
TOWER LEASES

Tower Lease Agreement dated September 23, 2024 between Assignor and Alltel Corporation d/b/a Verizon Wireless, a memorandum of which was recorded October 9, 2025 in Book 2024, Page ~~2594~~2549