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1305 North Louisville Avenue
Tulsa, Oklahoma 74115

LAND OPTION AND LEASE AGREEMENT

THIS LAND OPTION AND LEASE AGREEMENT (the "**Agreement**") is made and entered into effective as of the latter signature date below ("**Effective Date**") by and between the VILLAGE OF BUCHANAN, a Village incorporated in the State of New York ("**Landlord**") with an address of 236 Tate Avenue, Buchanan, New York 10511 and HEMPHILL TOWERS, LLC, an Oklahoma limited liability company ("**Tenant**") with an address of 1305 North Louisville Avenue, Tulsa, Oklahoma 74115.

RECITALS

WHEREAS Landlord is the owner of that land and property located in the State of New York, County of Westchester, commonly referred to as Parcel Number 43.15-1-1 and located at 218 Westchester Avenue, more particularly described in Exhibit A ("**Property**"), and

WHEREAS Landlord desires to grant to Tenant, and Tenant desires to obtain from Landlord, an 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**"). The Leased Premises is more specifically described herein in Exhibit B, and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows.

OPTION

1. Option, Option Fee, Signing Bonus.

(a) **Option and Option Fee:** In consideration of the payment of One Thousand Five Hundred and No/100's Dollars (\$1,500.00) ("**Option Fee**") from Tenant to Landlord, Landlord hereby grants to Tenant an exclusive and irrevocable option to lease the Land and use the Easements on the terms and conditions set forth herein (the "**Option**"). The Option may be exercised at any time on or prior to that date which is one (1) year from the Effective Date ("**Option Period**"). At Tenant's election, and upon Tenant's prior written notification to Landlord, the time during which the Option may be exercised may be further extended for one (1) additional period of one (1) year (the "**Extended Option Period**") with an additional payment of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) ("**Extended Option Fee**") by Tenant to Landlord. The Option may be further extended by mutual written agreement of Landlord and Tenant.

(b) **Signing Bonus:** In addition to the Option Fee, within thirty (30) days following the Effective Date of this Agreement, Tenant shall pay to Landlord a single, lump sum payment in the amount of Five Thousand and No/100's Dollars (\$5,000.00)(the "**Signing Bonus**").



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2. From and after the Effective Date the Tenant, together with its agents, employees, invitees, and independent contractors has the right and privilege to enter upon the Property for the purpose of inspecting, surveying, examining, drilling, and conducting other studies and investigations, including, but not limited to, environmental and archaeological assessments, soil and geotechnical borings and such other tests and investigations and activities, on or below the surface of the Property. In addition, with the understanding that the Landlord will be fully compensated for damage to the Property and crops planted or growing thereon resulting from any such activity by or on behalf of Tenant.

3. In the event Tenant does not exercise the Option during the Option Period or Extended Option Period, then the Option shall terminate, become void and of no further force or effect and Landlord shall retain the Option Fee or any Extended Option Fee, and no additional money shall be payable by either party to the other.

4. This Option shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto. This Option may be assigned or transferred at any time by Tenant. Landlord shall not sell, lease, convey, subdivide or separate all or any portion of the Property in a manner that may, in Tenant's reasonable discretion, interfere with or prohibit the use of the Leased Premises by Tenant and without not less than thirty (30) days' notice to Tenant.

5. Tenant may exercise the Option at any time during the Option Period or Extended Option Period, as applicable, by providing written notice to Landlord in the manner set forth in this Agreement, which notice shall be effective on the date set forth in the notice ("**Commencement Date**").

LEASE AGREEMENT

6. Lease and Easement. Subject to the terms and conditions of this Agreement, upon Tenant's exercise of the Option, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Land and grants to Tenant, its successors, assigns, for its use and the use by Tenant's subtenants, licensees, invitees, and customers, and each of their respective employees, contractors and agents, the use of the Easements for ingress, egress, regress, access and parking (and including a 20' x 20' turnaround area) seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks and the installation, construction, modification, operation and maintenance of above and below ground electrical, telephone, fiberoptic and other lines, cables, conduit, pipes, poles, equipment boxes, pull boxes and ancillary improvements.

7. Permitted Use. The Leased Premises may be used by Tenant for, among other things, the construction, modification, operation, maintenance, repair, removal and replacement of a communications tower facility, (as well as, to the extent applicable, that of its subtenants, licensees and/or customers) radio transmitting and receiving antennae, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances, as well as a tower(s) and building(s) or cabinets (the "**Permitted Use**"). Tenant shall have the right to survey the Property and the Leased Premises, which such survey and metes and bounds legal description shall then become Exhibit C, incorporated herein, and shall control in the event of discrepancies between it and Exhibit B.

8. Term. The initial term of this Agreement (the "**Initial Term**") shall be five (5) years, beginning on the Commencement Date. Tenant shall have the option to extend this Agreement for seven (7) additional terms of five (5) years each (each an "**Extension Term**"). This Agreement shall automatically renew for each successive Extension Term unless Tenant provides written notice to Landlord of its election not to renew this Agreement not



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less than sixty (60) days prior to the expiration of the Initial Term or any applicable Extension Term. The Initial Term and the Extension Terms shall collectively be referred to as the "**Term**".

9. Rent and Revenue Share.

(a) **Rent.** Commencing on the Commencement Date and continuing through the Initial Term, Tenant shall pay Landlord rent in the amount of Two Thousand Seven Hundred Fifty and No/100's Dollars (\$2,750.00) per month ("**Rent**"), due and payable on the first day of each month to Landlord at the address of Landlord set forth herein. The Rent shall be increased each year, on each anniversary of the Commencement Date by an amount equal to two and seven-tenths percent (2.7%) over the Rent payable for the prior twelve (12) month period.

(b) **Revenue Share.** In addition to Rent, Tenant shall pay to Landlord an amount equal to twenty five percent (25%) of the recurring revenue (excluding any reimbursement of taxes, construction costs, installation costs, reimbursements or other expenses incurred by Tenant) actually received by Tenant from the second and each subsequent third party operating a broadband wireless communications system within the Premises and on the tower facility owned by Tenant (hereinafter a "**Colocation Subtenant**" and such amount payable to Landlord hereinafter the "**Revenue Share Amount**"). Tenant shall not have any obligation to pay any Revenue Share Amount if rental, license or other similar recurring payments are not actually received by Tenant from such Colocation Subtenant. Neither the non-payment of such rental, license or other similar recurring payment by a Colocation Subtenant nor the non-payment of any Revenue Share Amount shall be a default under this Agreement, unless such Colocation Subtenant rental, license or similar recurring payment was received by Tenant and the Revenue Share Amount set forth herein was not remitted to Landlord by Tenant. Any applicable Revenue Share Amount shall be paid in arrears and shall commence upon the first day of the first month following the receipt of recurring rental or license fee payments by Tenant from such Colocation Subtenant, and shall continue thereafter until the earlier of (i) the expiration of this Agreement or (ii) the cessation of use by such Colocation Subtenant of the Premises as evidenced by a written notice of such termination or cessation by Tenant to Landlord. In furtherance of the foregoing, Tenant and Landlord agree that the initial, first or anchor tenant, subtenant or licensee of Tenant (the "**Anchor Tenant**") shall not be considered a "Colocation Subtenant" for purposes of this section.

10. Holdover. If at the end of the seventh (7th) Extension Term this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions on a month to month basis. . Monthly rental for this period shall be equal to the rent paid for the last month of the seventh (7th) Extension Term.

11. Tenant's Facilities. Tenant shall use the Leased Premises for the purpose of installing, constructing, maintaining and operating communications facilities and uses incidental thereto, including equipment cabinets, boxes, buildings, shelters, antennas, lines, cables, conduit, telecommunications equipment, radios, transmitters, and a free standing antenna structure of sufficient height now or in the future to meet Tenant's telecommunication needs and all related facilities and necessary connecting appurtenances as well as a security fence to be placed around the perimeter of the Land ("**Tenant's Facilities**"). All improvements shall be at Tenant's expense and Landlord grants Tenant the right to use adjoining and adjacent land as is reasonably required during construction, installation, maintenance, and operation of Tenant's Facilities, including, without limitation, the right to develop slope easements and control drainage away from the Leased Premises. Tenant will maintain the Leased Premises in a good condition, reasonable wear and tear excepted, and in material compliance with applicable laws, rules, regulations and ordinances. Tenant's ability to use the Leased Premises is contingent upon its obtaining and



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maintaining all certificates, permits, licenses or approvals (“**Governmental Approvals**”) necessary for Tenant’s Permitted Use. In the event any such Governmental Approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority, or if soil boring or similar tests are found to be unsatisfactory so that Tenant, in its reasonable discretion, will be unable to use the Leased Premises for its intended purposes, Tenant shall have the right to terminate this Agreement. Notice of Tenant’s exercise of its right to terminate shall be given to Landlord in writing in accordance with this Agreement. All rentals paid to said termination date shall be retained by Landlord. Upon such termination, this Agreement shall become null and void and, except as specifically excepted herein, all the parties shall have no further obligations, including the payment of money, to the other. Landlord hereby grants Tenant a non-exclusive, unimpaired landscape easement which includes the right to install vegetation and screening around the exterior of the perimeter of the Leased Premises as necessary to meet the applicable landscaping and buffering requirements of applicable land use laws, rules and regulations, if and when such placement should ever be required (the “**Landscape Easement**”).

12. Interference. Landlord shall not use, nor shall Landlord permit its tenants, licensees, employees, invitees or agents to use any portion of the Property in any way that interferes with Tenant’s Permitted Use of the Leased Premises. Such interference will be deemed a material breach of this Agreement by Landlord and Landlord shall have the responsibility to terminate said interference immediately upon written notice from Tenant. Anything to the contrary in this Agreement notwithstanding, if any such interference does not cease or is not rectified as soon as possible, but in no event longer than 24 hours after Tenant’s written notice to Landlord, Landlord acknowledges that continuing interference will cause irreparable injury to Tenant, as well as Tenant’s subtenants and licensees, and Tenant shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Agreement immediately upon notice to Landlord. Landlord represents and warrants that it has not sold, leased, licensed or otherwise granted rights in the Property that in any way interfere or could reasonably be likely to interfere with Tenant’s rights to the Leased Premises as set forth in this Agreement.

13. Liability and Indemnity. Landlord, its heirs, grantees, successors, and assigns shall exonerate, hold harmless, indemnify, and defend Tenant from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney’s fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of Landlord, or Landlord’s principals, employees, invitees, agents or independent contractors. Tenant, its grantees, successors, and assigns shall exonerate, hold harmless, indemnify, and defend Landlord from any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney’s fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of Tenant, or Tenant’s employees, agents or independent contractors. If either party is entitled to indemnification and defense (“**Indemnified Party**”) from the other party (“**Indemnifying Party**”) pursuant to this Agreement, the Indemnified Party shall notify the Indemnifying Party promptly, in writing, of any claims by any person for which the Indemnified Party alleges that the Indemnifying Party is responsible hereunder and tender the defense of such claim to the Indemnifying Party. The Indemnified Party shall fully cooperate with the defense or settlement of such claim. The Indemnifying Party shall not be liable under this Agreement for settlements by the Indemnified Party of any claim unless the Indemnifying Party has approved the settlement in advance (such approval not to be unreasonably withheld, conditioned or delayed) or unless the defense of the claim has been tendered to the Indemnifying Party, in writing, and the Indemnifying Party has failed promptly to undertake the defense. The indemnification set forth herein shall survive the termination, cancellation, assignment and/or expiration of this Agreement.



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14. Insurance. Tenant agrees to acquire and maintain during the term of this Agreement, (a) Commercial General Liability insurance against claims for personal injury or property damage liability with a limit of not less than One Million and No/100 Dollars (\$1,000,000.00) in the event of personal injury to any number of persons or of damage to property arising out of any one occurrence, and (b) Worker's Compensation coverage in compliance with Federal and/or State laws. Such insurance may be furnished under a primary policy and any number of umbrella policies. Such insurance may be carried in whole or in part under any blanket policies that include other properties and provide separate coverage for the Leased Premises. Tenant shall list Landlord as an additional insured as its interest may appear with respect to the Commercial General Liability policy and shall furnish Landlord a certificate of insurance upon request.

15. Taxes. Tenant shall pay all personal property taxes separately levied or assessed against Tenant's Facilities on the Leased Premises. Landlord shall pay when due all real property taxes and all other fees and assessments attributable to the Property and the Leased Premises, provided that Tenant shall reimburse Landlord for the increase in any such real property taxes that is directly attributable to the Tenant Facilities, and Landlord agrees to provide such documentation to Tenant. If Landlord fails to pay when due any taxes affecting the Property or the Leased Premises, Tenant shall have the right, but not the obligation, to pay such taxes and (i) deduct the full amount of the taxes paid by Tenant on Landlord's behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

16. Default. Any breach of a material term hereof that is not cured within thirty (30) days from receipt of written notice from the non-breaching party shall constitute a "**Default**"; provided, however, that if efforts to cure such breach are commenced within said thirty (30) day period and thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months. The foregoing notwithstanding, any monetary breach not cured within fifteen (15) days from receipt of written notice thereof from the other party shall constitute a Default by the breaching party. In the event that Landlord is in default beyond the applicable periods set forth above, Tenant may, in addition to those remedies set forth in this Agreement, perform the obligation(s) of Landlord specified in such notice, in which case any expenditures reasonably made by Tenant in so doing shall be deemed paid for the account of Landlord and Landlord agrees to reimburse Tenant for said expenditures upon demand; take any actions that are consistent with Tenant's rights or available to Tenant pursuant to applicable law, or set-off from Rent any amount reasonably expended by Tenant as a result of such default, or any combination of these rights, in the discretion of Tenant.

17. Termination by Tenant. Tenant may terminate this Agreement, for any reason or no reason, by providing thirty (30) days' advance, written notice to Landlord; provided that should any condition of the Leased Premises render it impossible or impractical for Tenant's Permitted Use (as determined in Tenant's sole discretion) Tenant may terminate this Agreement immediately. Upon such termination, this Agreement shall become null and void and neither party shall have any further obligations, including the payment of money, to the other, except for the obligations of Tenant set forth in Section 18 below.

18. Removal of Tenant's Facilities. Upon cancellation, revocation, termination or expiration of this Agreement, Tenant shall vacate the Leased Premises and shall remove all its above ground improvements, equipment, personal property and Facilities, and those below ground portions to a depth of one (1) foot below grade, within ninety (90) days.



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19. Force Majeure. Neither party shall be deemed to be in default of any provision of this Agreement or liable for failures in performance resulting from acts or events beyond the reasonable control of such party including, without limitation, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, pandemics, or other 'force majeure' events, provided, however, that this provision shall not relieve either party of the obligation to make any payments required herein as and when due and shall not limit Tenant's right to terminate this Agreement as permitted hereunder.

20. Sale of Property. This Agreement shall run with the Property. In the event Landlord sells, conveys or transfers its interest in the Property, Landlord shall notify Tenant within thirty (30) days following the date of such transfer or conveyance, and such sale shall be subject to the rights of Tenant pursuant to this Agreement.

21. Covenants and Agreements. Landlord covenants that so long as Tenant shall pay rent as provided herein and shall keep, observe and perform all of the other covenants and terms of this Agreement to be kept, observed and performed by Tenant, Tenant shall, and may peaceably and quietly have, hold and enjoy the Leased Premises for the Term hereof without hindrance, claim or molestation by Landlord or any other person lawfully claiming by, through or under Landlord. Landlord covenants that Landlord is seized of good and sufficient title and interest to the full authority to enter into and execute this Agreement. Landlord further covenants that there are no other leases, easements, encumbrances, liens, judgments or other impediments of title on the Leased Premises except as may be disclosed on Exhibit D hereto. Landlord agrees that, during the Term, Landlord will not permit the Property or any portion to be used for the placement, installation, operation or use of telecommunications equipment, antennas, or towers providing transmission and/or receiving facilities for wireless providers and/or users, and that Landlord will not grant a lease, sublease, or other license or right to use the Property, or any other adjacent property owned by Landlord, to any other party for operation of antenna and/or telecommunications facilities.

22. Assignment and Sublease. Tenant may sublet or license the use of all or any part of the Leased Premises to any other party or multiple parties without the consent of Landlord, provided that Tenant complies with the provisions of Section 9(b) of this Agreement. Tenant may assign or transfer its interest in this Agreement in whole without Landlord's consent to (a) a parent, subsidiary or affiliate entity of Tenant or (b) a person or entity which, through itself or its parent or subsidiary entities or organization, owns or operates at least fifty (50) communication facilities in the United States (either (a) or (b), a "**Qualified Assignee**"), provided that such Qualified Assignee shall assume the obligations of Tenant set forth herein in writing and notice of such assignment is provided to Landlord. Upon such assignment to a Qualified Assignee, Tenant shall be relieved of all obligations and liabilities of Tenant under this Agreement.

23. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed duly given (i) upon actual delivery if delivery is by hand; (ii) on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested, (iii) or on the next business day after being sent by a nationally recognized overnight courier service which provides proof of receipt. All notices shall be directed to the address(es) indicated below, or to any other address(es) as the parties may designate by notice delivered pursuant to this provision.



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Landlord: Village of Buchanan
236 Tate Avenue
Buchanan, NY 10511
Attention: Village Administrator
Telephone Number: (914) 737-1033

Tenant: Hemphill Towers, LLC
1305 North Louisville Avenue
Tulsa, Oklahoma 74115

24. Binding Agreement. This Agreement shall extend to and bind the heirs, personal representatives, permitted successors and assigns of the parties hereto.

25. Subordination. This Agreement shall be subordinate to any mortgage by Landlord which from time to time may encumber all or part of the Leased Premises or right of way; provided, however, that every such mortgagee shall execute a written agreement reasonably acceptable to Tenant recognizing the validity of this Agreement in the event of a foreclosure of Landlord's interest and Tenant's right to remain in occupancy of and have access to the Leased Premises as long as Tenant is not in default of this Agreement. Tenant shall execute in a timely manner such instruments as may reasonably be required to evidence this subordination and non-disturbance clause. In the event the Leased Premises is encumbered by a mortgage, Landlord, no later than thirty (30) days after this Agreement is executed, shall have obtained and furnished to Tenant, a non-disturbance instrument for each such mortgage. In the event the Leased Premises is encumbered by a reverse mortgage, Landlord shall notify Tenant within ten (10) days after this Agreement is executed.

26. Condemnation. If all or any part of the Leased Premises, or if all or any part of the Property underlying the Tenant Facilities, any portion of the Easements, or any roadway to the Leased Premises is taken by eminent domain or other action by any governmental or quasi-governmental body having the legal right to take said lands, and if said taking in the sole discretion of Tenant renders the Leased Premises unsuitable for its intended purpose, then at Tenant's option, Tenant may terminate this Agreement as of the date the title vests in the condemning authority. Landlord and Tenant will share in the condemnation proceeds in proportion to the values of their respective interests in the Property (which for Tenant includes, where applicable, the value of the Tenant Facilities, moving expenses, prepaid rent and business dislocation expenses). If Tenant does not terminate this Agreement as provided in this section, this Agreement shall remain unaffected except that the Rent shall be reduced by the amount that bears the same proportion to the Rent immediately prior to the partial taking which was applicable to the Leased Premises immediately prior to such taking and thereafter the "Leased Premises" shall be deemed to be the remaining portion of the initial Leased Premises.

27. Tenant's Tower. Tenant's tower shall comply with all applicable laws, rules, and regulations, including, without limitation, the Village of Buchanan zoning and permitting regulations.

28. Compliance by Tenant. Tenant shall materially comply with all local, village, county, state and federal laws, rules, ordinances, statutes and regulations (including, but not limited to, FCC requirements applicable to Tenant's Facilities) now in effect or hereafter enacted applicable to use of the Leased Premises by Tenant.

29. Access and Utilities. During the Term, ingress and egress to the Leased Premises is hereby granted by Landlord to Tenant and its subtenants, licensees and customers, and each of such party's agents,



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contractors and subcontractors, 24 hours a day, 365 days per year, including, without limitation, the non-exclusive right to and from the Leased Premises, over and across the Property and an access way from nearby public streets and driveways and parking rights for personnel and equipment. Tenant shall also have a non-exclusive right of way over and across the Property as necessary for the installation, running, servicing and maintenance of telephone, fiberoptic, electrical and other lines, cables, conduit, poles other installations and improvements necessary to serve the Tenant's Facilities, and shall have the right to improve present utilities within the Property. Tenant shall cause all electrical service to the Leased Premises to be separately metered and shall promptly pay in full for all utilities consumed by Tenant at the Leased Premises.

30. Environmental Indemnity. Tenant shall, during the Option Period or Extended Option Period, cause to be prepared a Phase 1 Environmental Site Assessment for the Property and shall provide a copy of such report to Landlord. From and after the Commencement Date, Landlord shall not and shall not allow any third party or entity to engage in or permit any operation or activity upon, or any use or occupancy of any portion of the Property for the purpose of, or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes ("**Hazardous Substances**") regulated under any local, state, or federal law pertaining to the environment, public health or safety or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances ("**Environmental Laws**"). Tenant shall not introduce, use, keep, store or allow the release or discharge of any Hazardous Substances in violation of Environmental Laws. Tenant shall comply with all Environmental Laws with respect to its use of Hazardous Substances on the Leased Premises. Landlord indemnifies and holds Tenant harmless from any and all claims of liability under any Environmental Laws for Hazardous Materials which were handled, manufactured, treated, stored, used, transported, spilled, leaked, dumped, discharged, disposed of or otherwise introduced into the Property during the Term of this Agreement, except for claims arising in whole or in any part out of Tenant's use or occupancy of the Leased Premises. Tenant indemnifies and holds Landlord harmless from any and all claims of liability under any Environmental Laws for Hazardous Materials which were handled, manufactured, treated, stored, used, transported, spilled, leaked, dumped, discharged, disposed of or otherwise introduced into the Property during the Term of this Agreement by Tenant, except for claims arising in whole or in any part out of Landlord's use or occupancy of the Property. . The indemnification set forth herein shall survive the termination, cancellation, assignment and/or expiration of this Agreement.

31. Title Insurance and Estoppel. Tenant, at Tenant's option, may obtain title insurance on the Leased Premises. Landlord shall cooperate with Tenant's efforts to obtain such title insurance policy by executing documents or obtaining requested documentation as is required by the title insurance company. In addition, Landlord agrees, from time to time, upon not less than ten (10) days prior written notice from Tenant, to execute and deliver to Tenant a written estoppel certificate certifying that as of the date of the certification: (i) this Agreement is a valid enforceable agreement, presently in full force and effect; (ii) whether Landlord has any knowledge of any default or breach by Tenant under any of the terms, conditions, or covenants of this Agreement; (iii) the Term (its commencement and termination dates) and the term of any option or renewal periods granted to the Tenant to extend the Term; (iv) the amount of the then-current Rent payable under the Agreement; (v) attached to the certification is a true and correct copy of the Agreement and all amendments thereto, (vi) and such other facts as Tenant or its prospective mortgagee or purchaser may request. Should Landlord fail to provide requested documentation within thirty (30) days of Tenant's request, or fail to provide any non-disturbance instrument set forth in this Agreement, Tenant may withhold and accrue the Rent rental until such time as the requested documents and instruments are received.



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32. Partial Invalidity. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect in a final ruling or judgment of a court of competent jurisdiction from which no appeal can be taken then, notwithstanding such finding, this Agreement shall remain in full force and effect and there shall be substituted for such invalid, illegal or enforceable provision a like but equal provision which most nearly effects the intention of the parties. If a like but valid, legal and enforceable provision cannot be substituted, the invalid, illegal or unenforceable provision shall be deemed to be deleted and the remaining provisions shall continue in full force and effect, provided that the performance, rights and obligations of the parties under this Agreement are not materially, adversely affected by such deletion.

33. Intentionally Omitted.

34. Counterparts. This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart. The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

35. Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State or Commonwealth where the Leased Premises are located.

36. Entire Agreement. It is agreed and understood that this Agreement contains all agreements, promises and understandings between Landlord and Tenant and that no verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the parties.

37. Confidentiality. Landlord shall not disclose to any third party the Rent payable by Tenant under this Agreement and shall treat such information as confidential, except that Landlord may disclose such information to prospective buyers, prospective or existing lenders, Landlord's affiliates and attorneys, or as may be required by law or as may be necessary for the enforcement of Landlord's rights under this Agreement. Landlord acknowledges that the disclosure of such information to any other parties may cause Tenant irreparable harm, and in the event of such disclosure, as an additional remedy, Tenant shall have the right to terminate this Agreement upon giving thirty (30) days written notice thereof to Landlord.

38. Miscellaneous. Failure of either party to exercise any power or rights provided for herein shall not constitute a waiver of said party's right to demand exact compliance with the terms and conditions of this Agreement. Each party shall take all such further actions and execute all such further documents and instruments as the parties may at any time reasonably determine to be necessary or desirable to carry out and consummate the transactions contemplated by this Agreement. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tenants Facilities or any portion thereof, regardless of whether or such Tenants Facilities is deemed real or personal property under applicable laws. In addition to the terms and conditions set forth in the body of this Agreement, this Agreement and Tenant's rights hereunder shall be subject to any additional terms and conditions as may be set forth in Exhibit E attached hereto and by reference made a part hereof. This



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Agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. This Agreement or a memorandum hereof may be recorded at the option and expense of Tenant. Landlord agrees to, upon request of Tenant, execute a memorandum of this Agreement in the form attached as Exhibit F. Paragraph, captions or section headings used in this Agreement are for convenience of reference only and do not affect any provision of this Agreement. The Exhibits referenced in and attached to this Agreement shall be deemed an integral part hereof to the same extent as if written at length herein.

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



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1305 North Louisville Avenue
Tulsa, Oklahoma 74115

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the latter signature date below.

WITNESS:

Print Name: _____

Print Name: _____

LANDLORD: VILLAGE OF BUCHANAN, a
Village Incorporated in the State of New York

By: _____

Name: _____

Its: _____

Date: _____

By: _____

Name: _____

Its: _____

Date: _____

STATE OF _____
COUNTY OF _____

Before me, _____, the undersigned Notary Public, duly commissioned and qualified, this day personally appeared in the State and County aforesaid the above named _____, 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 _____ as identification.

Witness my hand and official seal this _____ day of _____, 2025.

Official Signature of Notary

Notary's printed or typed name: _____

My Commission Number: _____

OFFICIAL SEAL



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Tulsa, Oklahoma 74115

WITNESS:

Print Name: PAUL WILCOXEN

Print Name: Matt Kline

TENANT: HEMPHILL TOWERS, LLC, an
Oklahoma limited liability company

By: [Signature]
Name: John R. Hemphill
Its: President

Date: 4/16/2025

STATE OF OKLAHOMA
COUNTY OF TULSA

I, Giselle C Richardson-Jones a notary public in and for said county in said state, hereby certify that John R. Hemphill, whose name as President of HEMPHILL TOWERS, LLC, an Oklahoma 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 16th day of April, 2025.

[Signature]
Official Signature of Notary

Notary's printed or typed name: GISELLE C RICHARDSON-JONES

My Commission Number: 25000435

OFFICIAL SEAL





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**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

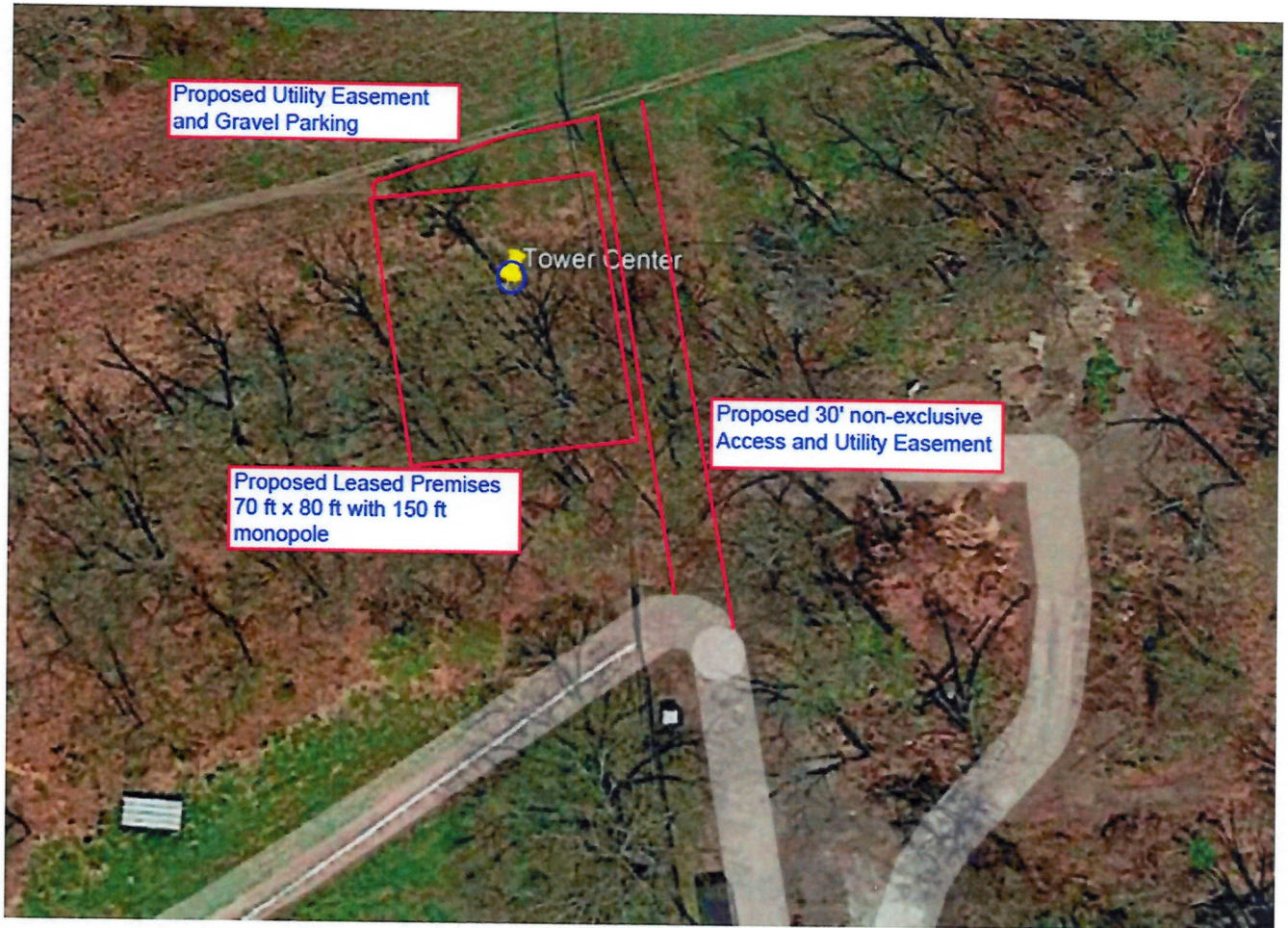
THAT LAND AND PROPERTY LOCATED IN THE STATE OF NEW YORK, COUNTY OF WESTCHESTER, TOWN OF CORTLANDT, COMMONLY REFERRED TO AS PARCEL NUMBER REFERRED TO AS PARCEL NUMBER 43.15-1-1 AND LOCATED AT 218 WESTCHESTER AVENUE, VILLAGE OF BUCHANAN, NEW YORK.



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**EXHIBIT B
LEASED PREMISES**





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EXHIBIT C
SURVEY AND LEGAL DESCRIPTIONS OF LEASED PREMISES

This Exhibit to be incorporated herein upon Tenant's completion of a survey of the Leased Premises, Easements, and Guy Easements, if applicable.



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**EXHIBIT D
PERMITTED EXCEPTIONS**

None.



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EXHIBIT E
ADDITIONAL TERMS AND CONDITIONS

None.



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EXHIBIT F MEMORANDUM OF AGREEMENT

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

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (“Memorandum”) is made effective as of the latter signature below (hereinafter “**Effective Date**”) by and between VILLAGE OF BUCHANAN, a Village incorporated in the State of New York (“**Landlord**”) with an address of with an address of 236 Tate Avenue, Buchanan, New York 10511 and HEMPHILL TOWERS, LLC, an Oklahoma 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 _____, 2025 (hereinafter “**Agreement**”), which Agreement contains, among other things, the following terms.

1. **Description of Land and Leased Premises.** Landlord is the owner of certain real property located in Westchester County, New York, set forth and described on the attached Exhibit A (the “**Property**”). Pursuant to the Agreement, the Landlord granted to Tenant an option (the “**Option**”) to lease a portion of the Property set forth, described or depicted on the attached Exhibit B (the “**Leased Premises**”). The Option is for a term of one (1) year, commencing on the date of the Agreement, which may be further extended for one (1) additional period of one (1) year upon notice by Tenant to Landlord.
2. **Term.** If exercised by Tenant, the 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 seven (7) additional terms of five (5) years each (each an “**Extension 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.



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4. **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.

EXHIBIT ONLY – DO NOT SIGN