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(space above for Recorder's use only)

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Hemphill Towers, LLC  
1305 North Louisville Avenue  
Tulsa, Oklahoma 74115

Site #1918 Buchanan, NY

**SECOND AMENDMENT TO LAND OPTION AND LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LAND OPTION AND LEASE AGREEMENT and MEMORANDUM OF AGREEMENT (“**Amendment**”), is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2026 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:

A. Description of Property. 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 as 218 Westchester Avenue. more particularly described in Exhibit A (“**Property**”).

B. Agreement. Landlord and Tenant made and entered into that Land Option and Lease Agreement dated May 7, 2025 (the “**Original Agreement**”), as amended by that First Amendment to Land Option and Lease Agreement and Memorandum of Agreement dated November 17, 2025 (“**First Amendment**”, and, collectively with the Original Agreement, hereinafter the “**Agreement**”) pursuant to which Landlord granted to Tenant an option (the “**Option**”) to lease a portion of the Property (such portion, the “**Land**”) together with non-exclusive easements for ingress, egress, access, and parking over, across, under and through the Property and for the installation of above and below ground lines, cables, conduit, pipes, utilities, fiberoptic, telephone and electrical facilities and related improvements (the “**Access and Utility Easement**” and, together with the Land, hereinafter the “**Leased Premises**”).

C. Landlord and Tenant desire to amend, and modify the Agreement, all as more particularly set forth herein.

NOW THEREFORE, in consideration of the mutual promises, covenants, agreements and provisions set forth herein, the Landlord and Tenant hereby agree as follows:

AGREEMENT:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Amendment. Any capitalized term used in this Amendment and not herein defined shall have the meaning given to such capitalized term in the Agreement. Landlord and Tenant hereby represent and warrant to the other that such party is fully authorized to execute this Amendment on behalf of the party for which it signs.

2. Description of Property. Notwithstanding any other term or provision set forth in the Agreement, the description of the Property subject to the terms of the Agreement is as set forth on the attached Exhibit A. Any and all references to the Property within the Agreement shall hereby refer to that real property set forth and described on the attached Exhibit A. The Land leased to Tenant pursuant to the Agreement is described and depicted on the attached Exhibit B.

3. Short Term Abatement of Rent.

(a) Landlord and Tenant acknowledge that the Rent pursuant to the Original Agreement is Two Thousand Seven Hundred Fifty and No/100's Dollars (\$2,750.00) per month ("**Rent**"). Landlord and Tenant agree that the Rent payable by Tenant shall be reduced by Four Hundred and No/100's Dollars (\$400.00) (the "**Abatement Amount**") for the period commencing on the Commencement Date and continuing through that date which is the first day of the month that is thirty six (36) months following the Commencement Date (such period, the "**Abatement Period**"). During the Abatement Period, the Rent, as modified by the Abatement Amount, shall continue to escalate each year, on the anniversary of the Commencement Date, by two and seven-tenths percent (2.7%). Further, for purposes of this Amendment, the parties acknowledge and agree that Verizon Wireless is the "Anchor Tenant" as such term is defined in the Agreement.

(b) If, prior to the expiration of the Abatement Period, Tenant (1) enters into a lease, license or occupancy agreement for the use of the Land and installation of equipment on the Tenant's Facilities to a Colocation Subtenant (ATT or T-Mobile), and (2), receives recurring rent, license fee or occupancy fees from such Colocation Subtenant (items (1) and (2), the "**Conditions**"), Tenant shall pay to Landlord a single, lump sum equal to all amounts of Abatement Amount, plus interest as set forth on Attachment 1 through the first day of the first month following the satisfaction of the Conditions. By way of illustration, in the event the Conditions are satisfied during the 11<sup>th</sup> month of the Abatement Period, Tenant would pay to Landlord a single lump sum amount equal to \$4,418.33, which such amount would be due and payable to Landlord on or before the first day of the 12<sup>th</sup> month of the Abatement Period.

(c) In the event the Conditions are not met on or before that date which is thirty six (36) months following the Commencement Date, Tenant shall repay Landlord the entire Abatement Amount, including interest at the rate set forth on Attachment 1, which such amount shall be due and payable to Landlord on or before the first day of the first month following the expiration of the Abatement Period.

4. Ratification of Agreement. By this Amendment, the parties do hereby ratify and confirm all of the terms and conditions of the Lease 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 Amendment and the Agreement, this Amendment shall control.

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

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first above written.

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

By: \_\_\_\_\_

Name: Theresa Knickerbocker

Its: Mayor

Date: \_\_\_\_\_

STATE OF NEW YORK  
COUNTY OF WESTCHESTER

Before me, \_\_\_\_\_, the undersigned Notary Public, duly commissioned and qualified, this day personally appeared in the State and County aforesaid the above named Theresa Knickerbocker, the Mayor of the Village of Buchanan, a Village incorporated in the State of New York, 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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
Official Signature of Notary

Notary's printed or typed name: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

OFFICIAL SEAL

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

By: \_\_\_\_\_

Name: John R. Hemphill

Its: President

Date: \_\_\_\_\_

STATE OF OKLAHOMA  
COUNTY OF TULSA

I, \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Official Signature of Notary

Notary's printed or typed name: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

OFFICIAL SEAL

**EXHIBIT A**  
**PROPERTY**

SITUATE, LYING AND BEING IN THE VILLAGE OF BUCHANAN, IN THE TOWN OF CORTLANDT, WESTCHESTER COUNTY, NEW YORK:

SERIAL NO. 81 - ROSALIE BLEAKLEY ESTATE - SECTION 6, BLOCK 32 LOT 34 OF THE VILLAGE OF BUCHANAN RECORDS.

TAX I.D. NUMBER: 43.15-1-1

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO VILLAGE OF BUCHANAN, N.Y., A MUNICIPAL CORPORATION IN THE COUNTY OF WESTCHESTER AND STATE OF NEW YORK, GRANTEE, FROM HARRY N. MONROE, AS VILLAGE TREASURER OF THE VILLAGE OF BUCHANAN, N.Y., GRANTOR, BY DEED RECORDED 04/30/1948, AS BOOK 4627, PAGE 5 OF THE COUNTY RECORDS.

**EXHIBIT B**  
**LAND**

100'X100.39' LAND:

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE VILLAGE OF BUCHANAN, IN THE TOWN OF CORTLANDT, COUNTY OF WESTCHESTER, STATE OF NEW YORK, HAVING TAX I.D. NUMBER: 43.15-1-1, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING IRON PIPE, FOUND ON THE NORTHEAST CORNER OF SAID PARCEL, ALSO LYING ON THE WESTERN RIGHT OF WAY OF 1ST STREET, A DEDICATED PUBLIC RIGHT OF WAY AND HAVING NEW YORK STATE PLANE COORDINATES E:644870',-N:885634';

THENCE, S 17° 46' 40" E FOR A DISTANCE OF 93.13 FEET TO THE POINT OF BEGINNING;

THENCE, S 06° 02' 07" E FOR A DISTANCE OF 100.00 FEET TO A POINT;

THENCE, S 67° 17' 10" W FOR A DISTANCE OF 104.39 FEET TO A POINT;

THENCE, N 06° 02' 07" W FOR A DISTANCE OF 100.00 FEET TO A POINT;

THENCE, N 67° 17' 10" E FOR A DISTANCE OF 104.39 FEET TO THE POINT OF BEGINNING,  
CONTAINING 10,000 SQFT -OR- 0.23 ACRES.

**ATTACHMENT 1  
DISCOUNT AMOUNT**

Village of Buchanan								
Rent Schedule								
Month	Annual Escalator	Original Base Rent	Amended Rent	Discount	Annual Interest (5%)	Interest Amount	Make Whole Amount	Balance of Make Whole Amount
1		\$2,750.00	\$2,350.00	\$400.00	0.0042	\$1.67	\$401.67	\$401.67
2		\$2,750.00	\$2,350.00	\$400.00	0.0042	\$1.67	\$401.67	\$803.33
3		\$2,750.00	\$2,350.00	\$400.00	0.0042	\$1.67	\$401.67	\$1,205.00
4		\$2,750.00	\$2,350.00	\$400.00	0.0042	\$1.67	\$401.67	\$1,606.67
5		\$2,750.00	\$2,350.00	\$400.00	0.0042	\$1.67	\$401.67	\$2,008.33
6		\$2,750.00	\$2,350.00	\$400.00	0.0042	\$1.67	\$401.67	\$2,410.00
7		\$2,750.00	\$2,350.00	\$400.00	0.0042	\$1.67	\$401.67	\$2,811.67
8		\$2,750.00	\$2,350.00	\$400.00	0.0042	\$1.67	\$401.67	\$3,213.33
9		\$2,750.00	\$2,350.00	\$400.00	0.0042	\$1.67	\$401.67	\$3,615.00
10		\$2,750.00	\$2,350.00	\$400.00	0.0042	\$1.67	\$401.67	\$4,016.67
11		\$2,750.00	\$2,350.00	\$400.00	0.0042	\$1.67	\$401.67	\$4,418.33
12		\$2,750.00	\$2,350.00	\$400.00	0.0042	\$1.67	\$401.67	\$4,820.00
13	2.7%	\$2,824.25	\$2,413.45	\$410.80	0.0042	\$1.71	\$412.51	\$5,362.65
14		\$2,824.25	\$2,413.45	\$410.80	0.0042	\$1.71	\$412.51	\$5,775.16
15		\$2,824.25	\$2,413.45	\$410.80	0.0042	\$1.71	\$412.51	\$6,187.68
16		\$2,824.25	\$2,413.45	\$410.80	0.0042	\$1.71	\$412.51	\$6,600.19
17		\$2,824.25	\$2,413.45	\$410.80	0.0042	\$1.71	\$412.51	\$7,012.70
18		\$2,824.25	\$2,413.45	\$410.80	0.0042	\$1.71	\$412.51	\$7,425.21
19		\$2,824.25	\$2,413.45	\$410.80	0.0042	\$1.71	\$412.51	\$7,837.72
20		\$2,824.25	\$2,413.45	\$410.80	0.0042	\$1.71	\$412.51	\$8,250.23
21		\$2,824.25	\$2,413.45	\$410.80	0.0042	\$1.71	\$412.51	\$8,662.74
22		\$2,824.25	\$2,413.45	\$410.80	0.0042	\$1.71	\$412.51	\$9,075.26
23		\$2,824.25	\$2,413.45	\$410.80	0.0042	\$1.71	\$412.51	\$9,487.77
24		\$2,824.25	\$2,413.45	\$410.80	0.0042	\$1.71	\$412.51	\$9,900.28
25	2.7%	\$2,900.50	\$2,478.61	\$421.89	0.0042	\$1.76	\$423.65	\$10,591.24
26		\$2,900.50	\$2,478.61	\$421.89	0.0042	\$1.76	\$423.65	\$11,014.89
27		\$2,900.50	\$2,478.61	\$421.89	0.0042	\$1.76	\$423.65	\$11,438.54
28		\$2,900.50	\$2,478.61	\$421.89	0.0042	\$1.76	\$423.65	\$11,862.19
29		\$2,900.50	\$2,478.61	\$421.89	0.0042	\$1.76	\$423.65	\$12,285.83
30		\$2,900.50	\$2,478.61	\$421.89	0.0042	\$1.76	\$423.65	\$12,709.48
31		\$2,900.50	\$2,478.61	\$421.89	0.0042	\$1.76	\$423.65	\$13,133.13
32		\$2,900.50	\$2,478.61	\$421.89	0.0042	\$1.76	\$423.65	\$13,556.78
33		\$2,900.50	\$2,478.61	\$421.89	0.0042	\$1.76	\$423.65	\$13,980.43
34		\$2,900.50	\$2,478.61	\$421.89	0.0042	\$1.76	\$423.65	\$14,404.08
35		\$2,900.50	\$2,478.61	\$421.89	0.0042	\$1.76	\$423.65	\$14,827.73
36		\$2,900.50	\$2,478.61	\$421.89	0.0042	\$1.76	\$423.65	\$15,251.38