

LEASE AGREEMENT

This Lease Agreement ("Agreement" or "Lease") is made and entered into this 10th day of SEPTEMBER, 2015 by and between City of Corning, having a mailing address of 500 Civic Center Plaza, Corning, New York 14830 ("Landlord"), and HORVATH TOWERS III, LLC, a Delaware limited liability company, having an address of 312 W. Colfax Ave., South Bend, Indiana 46601 ("Tenant").

I LEASE

(a) Landlord owns certain real property described on **Exhibit A** attached hereto and made a part herof (the "Property"). In consideration of the rent as outlined below, to be paid by Tenant to Landlord upon full execution of this Agreement, Landlord leases to Tenant a portion of the Property measuring approximately 85' x 55' for a total of 4675 square feet and located at ±Rt. 414 & Denmark, Corning, New York 14830 (42° 9' 43.10" / 77° 3' 17.10") for the purpose of constructing and operating a communications facility (the "**Equipment**") using a single monopole style tower, the design of which shall be approved by Landlord (thru its Planning Commission zoning process, tower to be a 120' monopole design with a 5' lightning rod on top, with all coax cables inside the pole) together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached **Exhibit B** (collectively, the "**Premises**"). Tenant agrees said property shall not be used for any other purpose other than that specified above.

(b) Upon notification to Landlord, during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil, drainage testing, material sampling, and other geological or engineering tests or studies of the Property (collectively, the "**Tests**"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests. Upon completion of construction of the Equipment, Tenant no longer needs to notify Landlord of access to Premises.

(c) Tenant shall reimburse the Landlord for reasonable legal fees to negotiate this agreement not to exceed two-thousand dollars (\$2,000.00).

II TERM

(a) The initial term of this Lease shall be Ten (10) years commencing on the date of the full execution of this agreement (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term"). Tenant may terminate this Lease at anytime it deems necessary during the initial term or any renewal term upon providing landlord with ninety (90) written notice.

(b) Tenant shall have the right to extend this Lease for Four (4) additional, Five (5) year terms (each a "Renewal Term"). This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least sixty days (60) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

III RENT

(a) Tenant agrees to pay to Landlord annual rent ("Rent") in the amount of Eightteen Thousand Dollars and no/100 (\$18,000.00), payable in equal monthly installments of Fifteen Hundred Dollars and no/100 (\$1,500.00). Rent shall be payable within twenty (20) days following the date tenant commences construction (the "Rent Commencement Date") prorated for the remainder of the month in which the Rent Commencement Date falls and thereafter Rent will be payable monthly in advance by the fifth day of the month to Landlord's address specified in Section XII, below. Payment of Rent is contingent upon Landlord providing to Tenant, upon request, a properly executed W-9 showing the taxpayer identification number of the Landlord.

(b) Each Renewal Term, the Base Rent shall be increased by the CPI-U for the Northeast Region (Not Seasonally Adjusted; Base: 1982-84=100) as published by the U.S. Department of Labor for the period of the expiring term.

(c) Tenant also agrees to pay Landlord Three Hundred Fifty (\$350.00) monthly for each additional sublease or sublicense fees of the Leased Premises.

IV RIGHTS AND OBLIGATIONS OF TENANT

(a) Right of Access. Tenant shall, during the Term of this Agreement, have the right of ingress to and egress from the Leased Premises over an access road, as shown in Exhibit B, attached hereto and incorporated herein by reference, for the purpose of installing, operating, maintaining and/or removing the Equipment, however such right is limited to authorized employees, subtenants, licensees, invitees, assignees, or agents of Tenant and/or other persons under Tenant's supervision. The parties agree that Exhibit B will be replaced by a final survey

once said survey is complete. Landlord and Tenant shall cooperate with each other to determine a mutually acceptable access route.

(b) Removal of Equipment. Upon expiration or termination of this Agreement, Tenant shall remove all of the Equipment installed on the Leased Premises without damage to Landlord's property, and shall restore the Leased Premises to its original condition immediately prior to the commencement of this Agreement, with the exception of ordinary wear and tear, within one-hundred twenty (120) days. Notwithstanding the foregoing, Tenant shall be responsible for the removal of any concrete foundation(s) or other construction material down to four (4) feet below grade. Title to all Equipment, whether or not such is considered real or personal property, and whether or not such is considered as being affixed to the property, shall be and remain vested in Tenant (or its subtenants and licensees, as applicable). Tenant shall maintain any improvements and keep the Leased Premises in good order.

(c) Utilities. During the Term of this Agreement, Tenant shall pay for its own separately metered utilities. Tenant shall, during the Term of this Agreement, have the right to order, construct and maintain utilities along the route shown in Exhibit B, attached hereto and incorporated herein by reference. Such route shall be finalized by the utility companies, subject to Landlord's approval, not to be unreasonably withheld. Landlord agrees to comply with each utility company to provide a separate easement for utilities, if additional easements are necessary.

(d) Maintenance. Tenant shall be responsible for maintaining the Equipment. Tenant will keep the Leased Premises in good order and condition, normal wear and tear excepted, and make all structural and nonstructural, foreseen and unforeseen, ordinary and extraordinary, repairs necessary to keep and maintain the Leased Premises in such condition. Tenant shall have no other maintenance responsibilities with respect to the Leased Premises other than those expressly set forth herein.

(e) Taxes. Tenant shall be responsible for any taxes, including real estate and personal property taxes that may be incurred as a result of the installation or operation of the Equipment at the Leased Premises. Landlord shall promptly pay all real estate taxes and assessments against the Property when due and shall avoid any delinquencies with respect thereto. Tenant shall promptly pay Landlord, upon receipt of invoice and proof of tax increase, any amounts resulting from the installation or operation of the Equipment at the Leased Premises. Landlord shall also pay promptly, when due, any other amounts or sums due and owing with respect to its ownership and operation of the Property, including, without limitation, judgments, liens, mortgage payments and other similar encumbrances. If Landlord fails to make any payments required under this Lease, such as the payment of real estate taxes and assessments, or breaches any other obligation or covenant under this Lease, Tenant may (without obligation), after providing ten (10) days written notice to Landlord, make such payment or perform such obligation on behalf of Landlord. The full amount of any costs so incurred by Tenant (including any attorneys' fees incurred in connection with Tenant performing such obligation) shall be paid by Landlord to Tenant with interest at the statutory rate thereon.

(f) Subleases. Landlord hereby grants Tenant the right to sublease or license all or any part of the Leased Premises and any such subtenant or licensee shall have the right to use any and all easements granted hereunder pursuant to the terms hereof

V

RIGHTS & OBLIGATIONS OF LANDLORD

(a) Landlord shall not interfere with the installation or cause any interference with the operation of the Equipment or with Tenant's (or its subtenant's or licensee's) use of the Leased Premises as contemplated herein.

(b) Landlord Equipment. Landlord shall have the right to place antennae, and electronic communications, and telecommunications equipment, for municipal communication purposes, including, but not limited to, antennae and electronic communications and telecommunications equipment for the First Responder Network Authority (FirstNet) on Tenant's Tower and Ground (at a mutually agreed location which will not interfere with the the top four (4) Tower RAD's which are reserved for Tenants proposed FCC licensed sub-tenants. Tenant shall not charge Landlord rent for space on the Tower/Ground.

VI

INDEMNIFICATION

(a) Indemnification by Tenant. Tenant shall indemnify and hold harmless Landlord from any claim which may arise against Landlord by any reason or occurrence attributable to the installation, operation or maintenance of the Equipment on the Leased Premises. Tenant shall not be liable for any claims or damages that may have arisen or may arise due to a pre-existing condition or defect, including but not limited to, any claims arising out of contamination by, or storage of, any regulated and/or hazardous substance(s).

(b) Indemnification by Landlord. Landlord shall indemnify and hold harmless Tenant from any claim which: (i) may arise against Tenant by any reason of any occurrence attributable to Landlord's use or occupation of the Leased Premises; (ii) is due to Landlord's failure to perform any material obligation hereunder; (iii) is due to any misrepresentation or breach of warranty by Landlord hereunder.

(c) Environmental Indemnification by Landlord. Landlord shall indemnify and hold Tenant harmless from any claims, costs, and/or liabilities that may arise, including but not limited to, claims of personal injury, death, pollution, contamination, and property damage, incurred as a result of the negligent or intentional storage, dumping, leaking, or use of any regulated and/or hazardous substances, as that term is defined by federal and state law, by Landlord, its employees, agents, servants, invitees, visitors or any other person under Landlord's control or supervision, whether or not Tenant is adjudged to have been comparatively negligent. Landlord shall indemnify Tenant for any and all costs incurred as a result of having to answer and defend any claims set forth above, including without limitation reasonable attorney's fees and court costs. Landlord agrees to immediately notify Tenant of any known regulated and/or hazardous waste conditions, including without limitation, complaints or reports that may be or

have been filed against Landlord or the property or served upon Landlord, its agents, servants, employees or other representative.

VII **ASSIGNMENT**

(a) Tenant May Assign At Any Time. This Agreement may, at any time, be assigned by the Tenant. Tenant shall provide notice to Landlord within a reasonable amount of time after assignment. Upon reasonable request by Tenant, Landlord shall execute an Estoppel Certificate, Acknowledgment of Rights, or similar document, as set forth in (Article VIII, Section B) hereof, in connection with such assignment.

(b) Assignment by Landlord. This Lease may, at any time, be assigned by the Landlord, who shall provide notice of such assignment to Tenant within a reasonable amount of time. The assignee shall be bound by the terms of this Agreement and shall not modify the Leased Premises or the associated utility and access easements in any way which would adversely affect Tenant's use of the Leased Premises.

(c) Effect of Assignment. All of the covenants, provisions, terms, agreements, and conditions of this Agreement shall be construed as running with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Upon written notification to Landlord of any assignment of this lease by Tenant (together with a copy of such assignee's written assumption of Tenant's obligations hereunder), Landlord shall look solely to such assignee for the satisfaction of Tenant's obligations hereunder, and Tenant shall be released from any further obligations under this lease. As used herein, the term "Tenant" means the holder, from time to time, of the leasehold estate under this Agreement and the term "Landlord" means the holder, from time to time, of the reversionary estate under this Agreement.

VIII **RIGHTS OF TENANT TO MORTGAGE**

(a) Right of Tenant to Mortgage Leasehold Interest. Landlord acknowledges that Tenant has the right, without the necessity of obtaining Landlord's consent, at any time to: (i) encumber its leasehold estate by mortgage or other encumbrance or lien; and (ii) grant security interests in or place liens upon any and all improvements, including but not limited to, the Equipment (whether or not such is considered real or personal property).

(b) Estoppel Certificates, Landlord's Acknowledgment of Rights, and other Similar Documents. Landlord agrees that it will from time to time, within ten (10) days after request by Tenant, execute and deliver an Estoppel Certificate, Landlord's Acknowledgment of Rights, or other similar statement, in a form that is reasonably acceptable to both Landlord and Tenant and which is recordable in the Land Records of the jurisdiction in which the Leased Premises are located certifying that (i) this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified); (ii) stating the dates to which rent and other charges payable hereunder have been paid; (iii) stating that Tenant is not in default hereunder (or if Landlord alleges a default stating the nature of such alleged

default); and (iv) acknowledging the rights of Tenant and Tenant's mortgagee as set forth above in paragraph (a) above, and further stating such other matters as Tenant or Tenant's mortgagee shall reasonably require.

(c) Waiver of Lien Rights by Landlord. Landlord waives any lien rights it may have concerning the Equipment, whether or not such are deemed Tenant's personal property or fixtures. Landlord acknowledges that Tenant may enter into financing arrangements which, among other things, may provide that the Equipment shall serve as collateral. In connection therewith, Landlord disclaims any interest in the Equipment, whether fixtures or otherwise, and agrees that the Equipment shall be exempt from execution, foreclosure, sale, levy, attachment or distress for any rent due or to become due and that the Equipment may be removed at any time without recourse to legal proceedings.

IX COVENANTS & WARRANTIES

(a) Quiet Enjoyment. Landlord covenants that Tenant, upon performance of the terms set forth herein, shall peaceably and quietly hold and enjoy the Leased Premises during the Term of this Agreement without hindrance or interruption by Landlord or any other person, including other tenants or subtenants of Landlord's. Landlord acknowledges (i) that any interference with the Equipment caused by Landlord may cause irreparable harm to Tenant and would constitute a breach of the covenant of quiet enjoyment set forth herein, (ii) that the cessation of such interference is material to the Agreement; and therefore (iii) that Tenant shall have upon any such interference, the right to enjoin any such interference or to terminate this Agreement.

(b) Landlord Owns Leased Premises in Fee Simple. Landlord represents and warrants that Landlord owns the Leased Premises in fee simple and has full power and authority to lease the Leased Premises as well as to grant all easements and right of ways contemplated hereunder without the consent of any other party. Landlord further represents and warrants that the Leased Premises are free and clear of any encumbrances, other than liens of record such as mortgages or others as specifically set forth herein. In the event that it is determined that Landlord has breached its representation and warranty under this Section and Tenant is unable to use the Leased Premises for the purposes contemplated herein and/or to utilize the easements granted herein for the stated purposes, Tenant shall have a right to terminate this Agreement without further obligation to Landlord and seek all other damages available to it at law and in equity, which shall include, without limitation, the right to receive damages in an amount equal to all direct and indirect costs incurred by Tenant as a result of such breach. Landlord agrees to assist Tenant in curing any defects in title.

(c) Environmental. To best of Landlord's knowledge, Landlord represents and warrants that there are no existing regulated and/or hazardous waste conditions on the Leased Premises and that no regulated and/or hazardous substances were or are being stored on said Leased Premises or within the associated easement areas. Landlord shall indemnify and hold Tenant harmless for any claims and/or damages arising from Landlord's breach of this representation and warranty.

X
INSURANCE

So long as Tenant is a party to this lease, Tenant shall carry, the following insurance, with customary coverages and exclusions:

Bodily Injury:

Five Hundred Thousand Dollars (\$500,000) for injury to any person, and
One Million Dollars (\$1,000,000) for all injuries sustained by more than one person in any one occurrence.

Property Damage:

One Million Dollars (\$1,000,000) per damage as the result of any one accident.

Tenant will increase amount of insurance coverage during the Renewal Terms to reflect current economic conditions and to comply with industry standards for maintaining adequate coverage. Tenant shall, upon Landlord's request, furnish to Landlord Certificates of Insurance certifying that Tenant has the above described insurance and naming Landlord as an additional insured on Tenant's policy as it relates to the Leased Premises.

XI
DEFAULT

(a) Default by Landlord. In the event of default by Landlord, and written notice thereof, of any of its obligations hereunder and Tenant, in addition to any other remedies provided in this Lease, shall have the option to terminate this Agreement upon thirty (30) days notice without further obligation or liability. Tenant reserves the right to withhold Rent as remedy for material breaches of this Agreement, including, but not limited to, refusal to execute any documents specified in Section VII, Section VIII and Section XIII.

(b) Default by Tenant. If Tenant defaults in the performance or observance of any provision of this Agreement on its part to be performed and does not commence to cure such default within forty-five (45) days after written notice thereof or does not thereafter diligently complete the cure thereof, then in either event Landlord may declare this Agreement and the tenancy hereby created to be terminated, subject, however, to the cure rights of any leasehold mortgagee as set forth herein.

(c) Termination by Landlord. The termination by Landlord of this Agreement as aforesaid shall be Landlord's sole and exclusive remedy for any default by Tenant hereunder and Landlord shall not be entitled to any money judgment against Tenant (or any decree for specific performance that would require the payment or expenditure of money by Tenant to or on behalf of Landlord) in connection with this Agreement or on account of a default in any covenant of this Agreement on Tenant's part to be performed or observed. Upon termination of this Agreement as aforesaid, Tenant shall, within one-hundred twenty (120) days of such

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termination, or soon thereafter as weather permits, remove all Equipment from the Leased Premises pursuant to the terms of Section IV, paragraph (b).

XII NOTICE

It is understood and agreed between the parties hereto that written notice delivered by an overnight delivery service or by certified mail, return receipt requested, postage prepaid to a party's offices as specified herein, shall constitute notice to that party sufficient to comply with the terms of this Agreement. Addresses are as follows:

To Landlord: City of Corning
 500 Civic Center Plaza
 Corning, New York 14830
 ATTN: Mark Ryckman
 Phone: 607.962.0340
 Email: corningch@stny.rr.com

Landlord's Payee: City of Corning
 500 Civic Center Plaza
 Corning, New York 14830

To Tenant: HORVATH TOWERS III, LLC
 312 W. Colfax Ave.
 South Bend, IN 46601
 ATTN: Lease Administration
 Office: (574) 237-0464
 Fax: (574) 237-0484

XIII GENERAL PROVISIONS

1. Contingencies.

(a) Permits, Approvals, Utilities, Rights of Way. This Agreement is contingent upon Tenant's obtaining and maintaining any permits, licenses, or approvals required by any federal, state or local authority, including without limitations the Federal Communications Commission, the Federal Aviation Authority, and any local zoning authority, as well as obtaining all necessary utilities and any and all easements and rights of way necessary to access the Leased Premises.

(b) Technical Analysis and Environmental Studies. This Agreement is further contingent upon (i) the satisfactory completion of technical analyses which will be performed to verify that acceptable microwave communication is possible from the tower to be constructed on

the Leased Premises to other communications facilities operated, or planned, by Tenant in the surrounding area and/or (ii) a satisfactory environmental/geological report indicating that the Leased Premises are suitable and/or economically viable for Tenant's intended use.

(c) Non-Disturbance. The Landlord shall obtain for the benefit of the Tenant and its subtenants a commercially reasonable non-disturbance and attornment agreement (a "Non-Disturbance Agreement") from each holder of a mortgage, deed of trust, deed to secure debt or other similar instrument now or hereafter encumbering the Premises (a "Mortgage"), confirming that the Tenant's right to quiet possession of the Premises during the term of this Agreement, including any extensions hereof, shall not be disturbed as long as the Tenant is not in default hereunder. No such subordination shall be effective unless the holder of such Mortgage shall, either in the Mortgage itself or in a separate agreement with the Tenant and its subtenants, agree that in the event of a foreclosure or conveyance in lieu of foreclosure of the Landlord's interest in the Premises, such holder shall recognize and confirm the validity and existence of this Lease and the related rights of the Tenant and its subtenants hereunder, and this Agreement shall continue in full force and effect and the Tenant shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement as long as the Tenant is not in default of this Agreement beyond applicable notice and cure periods. The Landlord shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph and shall use its best efforts to cause the holder of any Mortgage to do the same.

2. Landlord's Assistance with Various Applications and Permits. Landlord shall join in and consent to any applications or petitions filed by Tenant with any governmental, public or judicial agency in connection with the use, development or occupancy of the Leased Premises and which may require the joinder and consent of Landlord, including, but not limited to, building permits, applications for reclassifications, special exceptions and variances under the zoning laws, demolition of improvements, construction or alteration of improvements, erection and maintenance of signs, connections to utility facilities, public works agreements, subdivision applications, and licenses or minor privileges; but Tenant shall bear all costs and fees with respect to such applications. All costs associated with the above instruments are the sole responsibility of the Tenant.

3. Recordation and Memorandum of Agreement. Landlord shall execute a memorandum of lease, a form of which is attached and incorporated herein as **Exhibit C**, in recordable form for recording among the appropriate Office of Land Records. Such memorandum shall contain a description of the Leased Premises and its associated access and utility easements and set forth the term of this Agreement and any other provisions hereof as may be necessary or desirable. Tenant shall pay for all document recording fees.

4. First Right of Refusal. In the event Landlord shall receive a bonafide offer from a third party to purchase or if Landlord intends to communicate to a third party an offer to sell, (a) all or any portion of the Premises, (b) any adjoining or adjacent property subject to an easement hereunder or (c) this Agreement or any rights hereunder (in each case, the "Sale Assets"), Landlord shall first communicate the terms of such offer to Tenant, provide a copy of the bonafide offer to Tenant and offer to sell such property to Tenant upon the same terms and

conditions, including any financing terms. Tenant shall have thirty (30) days from receipt of said notice from Landlord to accept said offer in writing. If Tenant accepts Landlord's offer within thirty (30) days, Landlord shall be bound to sell the Sale Assets to Tenant, and Tenant shall be bound to purchase the Sale Assets from Landlord, in accordance with the bonafide offer. If Tenant purchases the Sale Assets pursuant to this paragraph, any easements granted from Landlord to Tenant for the benefit of the Leased Premises shall become permanent easements without further consideration. If Tenant fails to exercise such right of first refusal within the stated time, Landlord may sell the Sale Assets subject to any and all terms and conditions of this Lease; provided, however, that if the terms of sale change and if Landlord has not sold or transferred title to such property within ninety (90) days of the date of Landlord's written notice to Tenant, any such sale and transfer of title shall again be subject to Tenant's said right of first refusal. Tenant's right of first refusal shall continue in effect as to any subsequent proposed sale by the current landlord or by any transferee.

5. Non-Competition. If Landlord receives a proposal from another carrier or tower company to build any cellular communications tower, Landlord will use reasonable efforts to present the subject Horvath tower as an option for colocation for such company or carrier. Landlord will provide redacted notice to Tenant of any proposals from another carrier or tower company.

6. Invalidity of Certain Provisions. In the event that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected, and a suitable and equitable provision shall be substituted for the invalid or unenforceable provision in order to carry out, as far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.

7. No Partnership. Notwithstanding any obligation from one party to the other herein, the parties hereto state that they have not created and do not intend to create by this Agreement a Joint Venture or Partnership relation between them.

8. Entire Understanding. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all other oral or written agreements or understandings between, the parties. Neither party has made nor relied on any promise, understanding, warranty or representation other than as specifically set forth herein. This Agreement may not be changed, modified, or amended except by a written instrument signed by both parties hereto. Both parties have had the opportunity to review this Agreement prior to execution, and in its final form, the Agreement reflects the understanding of both parties and shall not be construed against any one party.

9. Condemnation. If a condemning authority takes all of the Property, or a portion sufficient in Tenant's determination, to render the Property in the opinion of Tenant unsuitable for the use which Tenant was then making of the Property, this Lease shall terminate as of the date the title vests in the condemning authority. Landlord and Tenant shall share in the condemnation proceeds in proportion to the values of their respective interests in the Property which for Tenant shall include, where applicable, prepaid Rent). A sale of all or part of the

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Property to a purchaser with the power of eminent domain in the face of the exercise of eminent domain power shall be treated as a taking by condemnation for the purposes of this paragraph.

10. Choice of Law. The validity of this Agreement, the terms of this Agreement, and all duties, obligations and rights arising from this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

11. Jurisdiction. The parties agree to be subject to personal jurisdiction in New York with respect to any legal action concerning the validity or enforcement of this Agreement, and further agree that such legal action may be brought only in the United States District Court for the Western District of New York, or in a state court in Steuben County, New York. If such legal action is initiated in any other court, then Tenant and Landlord will voluntarily agree to have such action transferred to or re-filed in the United States District Court for the Western District of New York, or in a state court in Steuben County, New York.

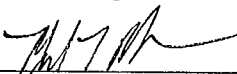
12. Enforcement. If Tenant finds it necessary or appropriate to initiate legal proceedings to enforce its rights under this Agreement, and if Tenant is the prevailing party in such proceedings, Landlord agrees to reimburse Tenant for all expenses thereby incurred, including court costs, reasonable attorney and expert witness fees, and other litigation expenses, if the court so orders. If Landlord finds it necessary or appropriate to initiate legal proceedings to enforce its rights under this Agreement, and if Landlord is the prevailing party in such proceedings, Tenant agrees to reimburse Landlord for all expenses thereby incurred, including court costs, reasonable attorney and expert witness fees, and other litigation expenses, if the court so orders.

{Signatures to follow}

Site Name: HV937 - Corning North

IN WITNESS WHEREOF, this Agreement is hereby executed as of the first date written above.

LANDLORD
City of Corning

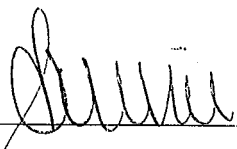
By: 

Print Name: Mark Ryckman

Title: City Manager

Date: 9/10/15

TENANT
HORVATH TOWERS III, LLC
A DELAWARE LIMITED LIABILITY COMPANY

By: 

Print Name: Erin Moskewski

Title: Vice President/CMO

Date: 9.15.15

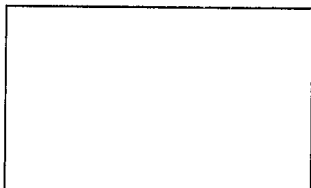
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STATE OF New York)

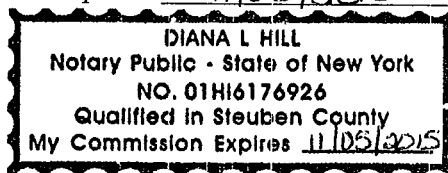
) ss:

COUNTY OF Steuben)

On the 10 day of September, 2015 before me personally appeared Mark Ryckman, who being duly sworn on his/her oath, deposed and made proof to my satisfaction that he/she signed and delivered the same as his/her voluntary act and deed.



Diana L. Hill
Notary Public
My Commission Expires: 11/05/2015



TENANT ACKNOWLEDGMENT

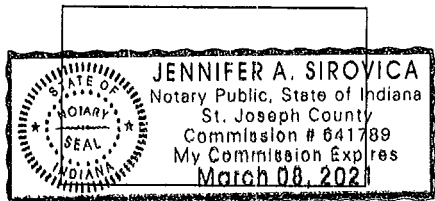
STATE OF INDIANA)

) ss

COUNTY OF ST. JOSEPH)

I CERTIFY that on 15th day of September, 2015, Erin Moskwinski personally came before me and acknowledged under oath that she:

- (a) is the Vice President CMO of HORVATH TOWERS III, LLC, the limited liability company named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the company, and
- (c) executed the instrument as the act of the company.



Jennifer A. Sirovica
Notary Public
My Commission Expires: 3/8/2021

Exhibit A

Description of Property

PARENT PARCEL

±Rt. 414 & Denmark, Corning, New York 14830 (42° 9' 43.100000000000001" / 77° 3' 17.100000000000001")

Parcel No: 299.16-02-048.310

ALL THAT TRACT OR PARCEL OF LAND situate in the City of Corning, County of Steuben and State of New York, bounded and described as follows: Beginning at a concrete monument marking the intersection of the easterly line of New York State Route 414 with the southerly line of Denmark Hill Access Road; thence S 71° 01' 58" E along the southerly line of Denmark Hill Access Road a distance of 134.31 feet to a point, thence continuing along the southerly line of Denmark Hill Access Road S 41° 37' 42" E a distance of 141.23 feet to a concrete monument; thence along the top of the bank of Post Creek the following seven courses and distances: (1) S 08° 51' 12" W a distance of 68.26 feet to a point; (2) S 13° 41' 54" E a distance of 26.09 feet to a point; (3) S 08° 21' 23" W a distance of 189.55 feet to a point; (4) S 08° 07' 03" W a distance of 149.10 feet to a point; (5) S 06° 02' 44" W a distance of 273.97 feet to a point; (6) S 02° 15' 49" E a distance of 26.49 feet to a point; (7) S 03° 23' 09" W a distance of 238.83 feet to an iron pin; thence N 75° 45' 03" W a distance of 50.00 feet to a concrete monument found in the easterly line of New York State Route 414; thence the following courses and distances along New York State Route 414: (1) N 05° 32' 59" W a distance of 115.98 feet to a concrete monument; (2) N 03° 50' 42" W through a concrete monument at a distance of 316.51 feet a total distance of 988.97 feet to the concrete monument Report powered by LandIT LandIT: Report of Title for Site HV937 Page 2 of 9 <http://www.landit.com/ustreports/htmlreports/69357.htm> 6/15/2015 marking the place of beginning. The above described premises are more particularly set forth and shown on a survey map entitled "Map of Lands of Corning Enterprises, Inc., City of Corning, Steuben County, New York" by Weiler Associates, dated May 22, 2001, designated Job No. 12187.01.

Site Name: HV937 - Corning North

Exhibit B

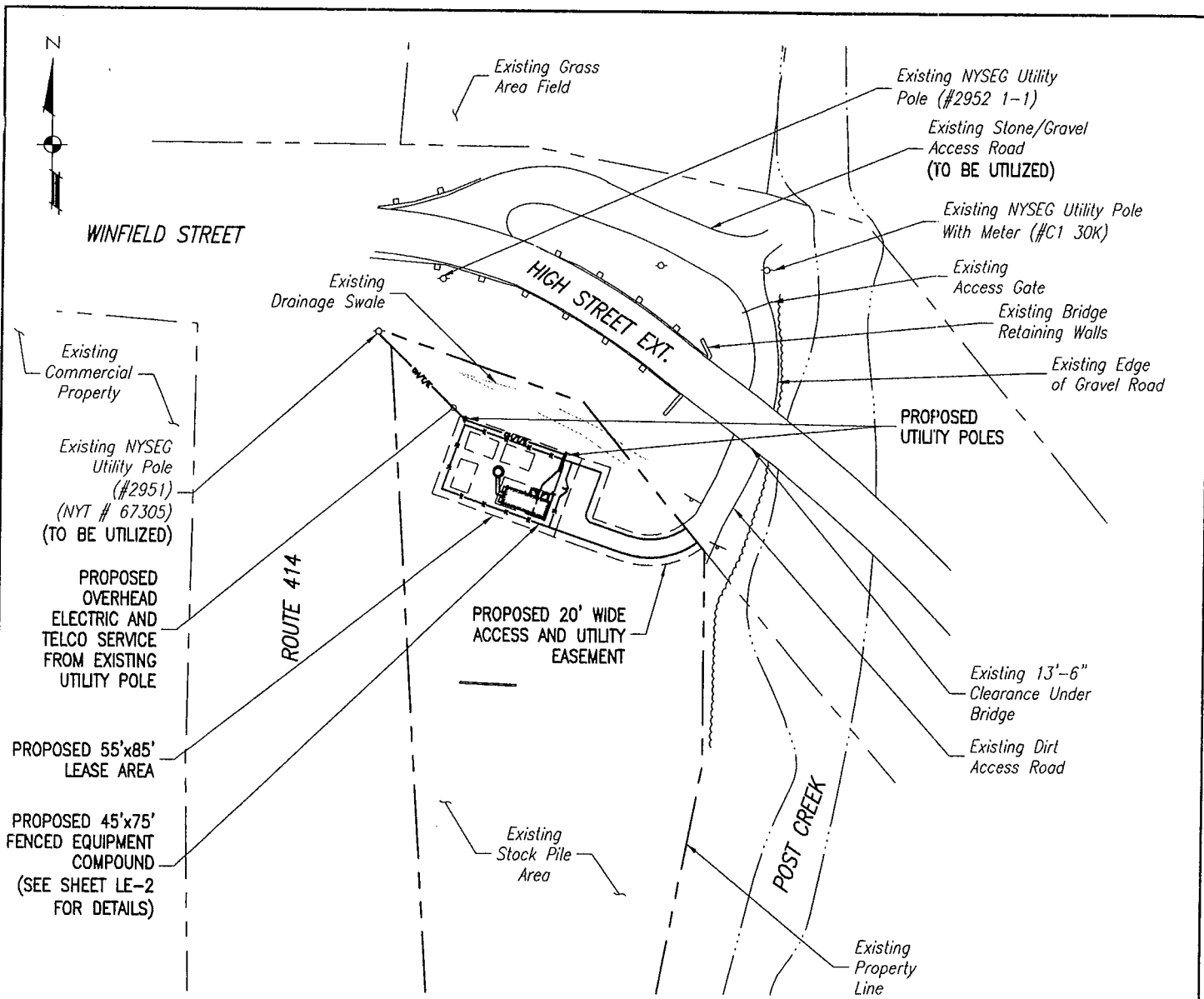
Site Sketch/Survey of Leased Premises

A copy of the final survey of the Leased Premises will replace this Exhibit.

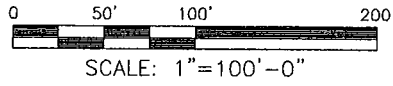
See pages 16 and 17, and 18

Myk 9/10/15

This exhibit is only a drawing representing approximately where the Premises will be placed on the property. Professional drawings showing the site, tower location, easements and right of ways will replace this exhibit when completed.



SITE PLAN

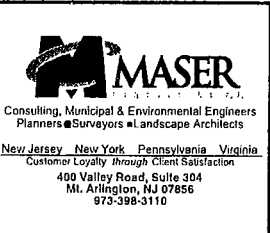


NOTES:

1. THE PURPOSE OF THIS DRAWING IS FOR CONCEPTUAL REPRESENTATION OF THE PROPOSED SCOPE OF WORK. DIMENSIONS SHOWN ARE APPROXIMATE AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
2. UTILITY ROUTING INDICATED IS BASED ON LIMITED OBSERVATIONS MADE IN THE FIELD WITHOUT ANY SUB-SURFACE INVESTIGATION. FINAL ELECTRIC AND TELCO SERVICE ROUTING TO BE DETERMINED UPON DESIGN WALK WITH UTILITY COMPANIES.
3. PROPOSED DISTURBANCE AREA = 7,376 S.F. ± (BASED ON ACCESS AND COMPOUND EASEMENTS - FINAL DISTURBANCE TO BE DETERMINED PENDING GRADING PLAN).

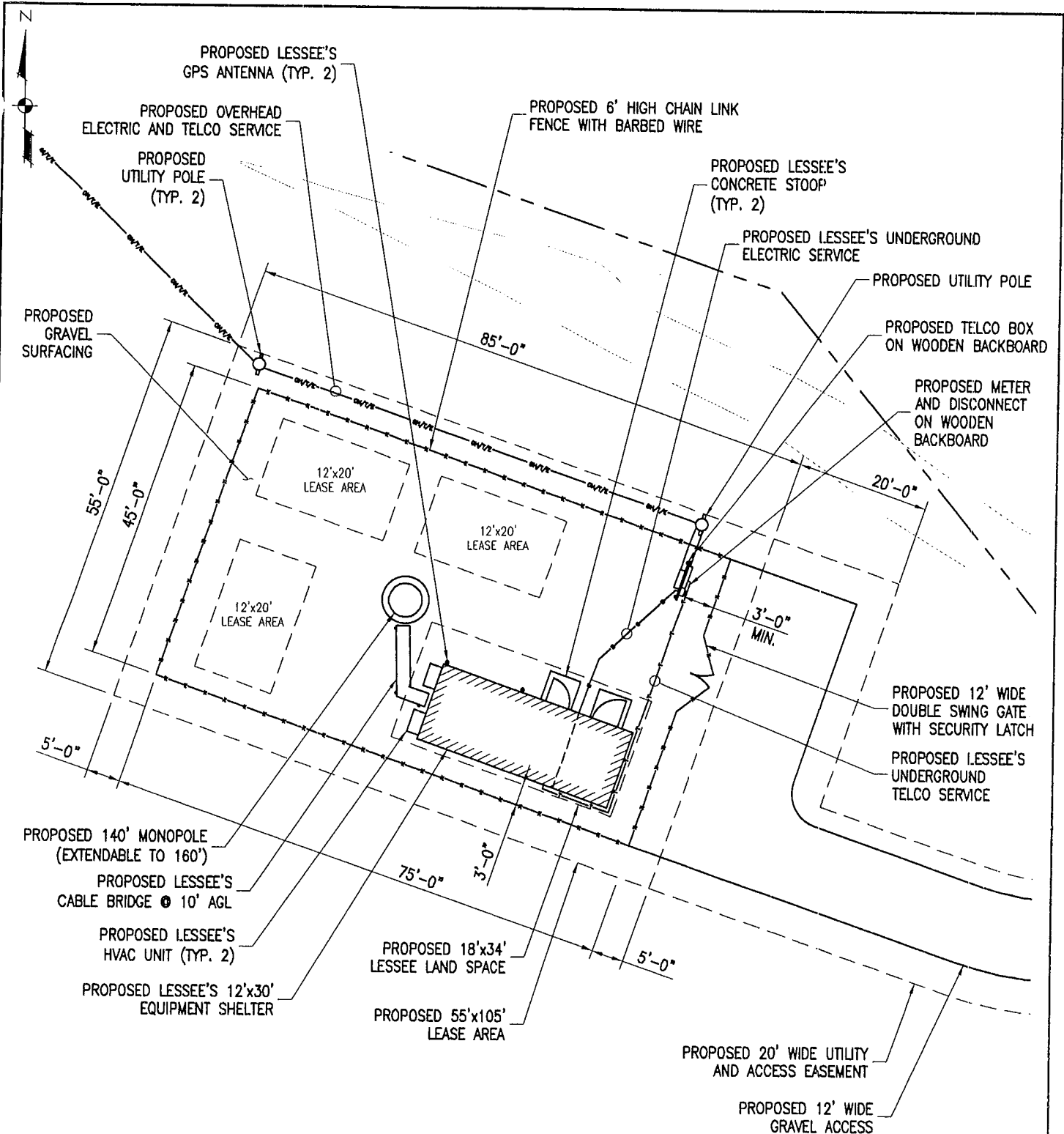
LEGEND

- LIGHT LINE WORK INDICATES EXISTING OBJECTS
- HEAVY LINE WORK INDICATES PROPOSED OBJECTS
- ~ EXISTING BRUSH/TREELINE

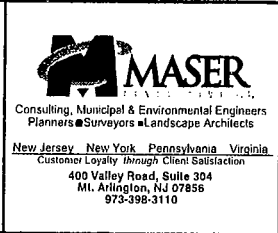
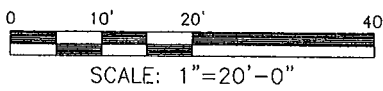


CORNING NORTH
 HORVATH SITE #: HV937
 CANDIDATE E - ALTERNATE B
 CENTERWAY BY PASS AREA
 HIGH STREET EXT.
 CORNING, NY 14830

2	09/08/15	REVISED COMPOUND AND TOWER
1	08/19/15	REVISED COMPOUND AND TOWER
0	03/30/15	ISSUED AS FINAL
A	03/18/15	PRELIMINARY SUBMISSION HORVATH
NO.	DATE	REVISION
DRAWN BY: RAP		DESIGNED BY: DJS
PROJECT NO.: 149290228		CHECKED BY: FEP
SCALE: AS NOTED		PAGE NO. LE-1



PARTIAL SITE PLAN



CORNING NORTH
 HORVATH SITE #: HV937
 CANDIDATE E - ALTERNATE B
 CENTERWAY BY PASS AREA
 HIGH STREET EXT.
 CORNING, NY 14830

2	09/08/15	REVISED COMPONENT AND TOWER
1	08/19/15	REVISED COMPONENT AND TOWER
0	03/30/15	ISSUED AS FINAL
A	03/18/15	PRELIMINARY SUBMISSION HORVATH
NO.	DATE	REVISION
DRAWN BY:	DESIGNED BY:	CHECKED BY:
RAP	DJS	FEP
PROJECT NO.	149290228	PAGE NO.
SCALE:	AS NOTED	LE-2