

PREPARED OUT-OF-STATE BY:

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AFTER RECORDING, RETURN (MAIL) TO:

Crown Castle
1220 Augusta, Suite 600
Houston, Texas 77057

Tax Parcel No. 98410-84-10-36720

Cross Reference: Volume 5991, Page 1824,
Official Public Records
Tulsa County, Oklahoma

MEMORANDUM OF SECOND AMENDMENT TO SITE LEASE AGREEMENT

THIS MEMORANDUM OF SECOND AMENDMENT TO SITE LEASE AGREEMENT (this "Memorandum") dated as of the last of the signature dates below (the "Effective Date") between **THE CITY OF BROKEN ARROW, OKLAHOMA**, an Oklahoma municipal corporation, with a mailing address of 220 South First Street, Broken Arrow, Oklahoma 74012 ("Landlord") and **NCWPCS MPL 27 – YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company ("Tenant"), by CCATT LLC, a Delaware limited liability company, its Attorney-in-Fact.

WITNESSETH:

WHEREAS, on June 12, 1997, Landlord and AT&T Wireless Service of Tulsa, Inc. a Nevada corporation ("AT&T") entered into that certain Site Lease Agreement ("1997 Agreement") whereby AT&T leased a portion of land consisting of approximately two thousand five hundred (2,500) square feet located in Tulsa County, Oklahoma, together with access and utility easements thereto, as more particularly described in the 1997 Agreement and in that certain Memorandum of Lease recorded December 19, 1997, in Volume 5991, Page 1824 of the Official Public Records of Tulsa County, Oklahoma ("Original Premises"); and

WHEREAS, the 1997 Agreement was amended by that certain First Amendment to Site Lease Agreement dated July 5, 2006 ("First Amendment"), by and between Landlord and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("New Cingular"), wherein, among other things, [the Original Premises was reduced to an approximate size of two thousand two hundred (2,200) square feet, as more particularly described in the First Amendment and as described on Exhibit "A" and depicted on Exhibit "B") both of which are attached hereto for all purposes (hereinafter, the "Premises")]; and

WHEREAS, the 1997 Agreement and First Amendment shall hereinafter collectively be referred to as the "Lease"; and

WHEREAS, Tenant is the successor-in-interest to New Cingular and is the current tenant under the Lease; and

WHEREAS, the Landlord and Tenant entered into that certain Second Amendment to Site Lease Agreement dated as of the day hereof (the "Amendment"), in order to, among other things, extend the term of the Agreement, all upon the terms and conditions more fully set forth therein.

NOW THEREFORE, for the mutual covenants and premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the undersigned parties, intending to be bound, hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby made a part hereof for all purposes.

2. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meanings set forth in the Amendment and/or the Lease, as applicable.

3. **Commencement Date.** The parties ratified and affirmed in the Amendment that the Commencement Date for the term of the Lease was July 15, 1997.

4. **Renewal Terms.** Section 5(a) of the Lease was modified in the Amendment to provide for four (4) additional terms of five (5) years each the final such Renewal Term, unless the Lease is terminated sooner, will expire July 31, 2037, upon the terms and conditions set forth in the Lease (as amended).

5. **Right of First Refusal.** The Lease was modified in the Amendment to grant Tenant the right of first refusal to purchase all or a portion of the Premises under the terms and conditions set forth in the Lease 9as amended.

6. **No Other Amendments.** Except as expressly modified by the Amendment, the Lease remains unchanged and in full force and effect.

7. **Lease Controls.** This Memorandum summarizes, for purposes of the public record, certain rights granted to Tenant in the Lease by virtue of the Amendment, and this Memorandum does not and it should not be interpreted to amend, amplify or diminish any of the terms and provisions contained in the Lease (as amended). The parties agree and intend that the terms and provisions contained in the Lease (as amended) shall control in the event of any conflict between any sentence contained in this Memorandum and the terms and provisions contained in the Lease (as amended).

8. **Counterparts.** This Memorandum may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or same counterpart.

9. **Recordation.** Tenant, at its cost and expense, shall have the right to record this Memorandum in the public records of Tulsa County, Oklahoma, upon the terms and conditions set forth in the Amendment.

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY;
SIGNATURE PAGES BEGIN ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the undersigned parties have executed this Memorandum as of the Effective Date.

LANDLORD:

**THE CITY OF BROKEN ARROW,
OKLAHOMA,**
an Oklahoma municipal corporation

APPROVED AS TO FORM:

Lesli Myers
ASSISTANT CITY ATTORNEY

By: _____
Name: _____
Title: _____
Date: _____

STATE OF OKLAHOMA §
 §
COUNTY OF _____ §

The foregoing Memorandum of Second Amendment to Site Lease Agreement was acknowledged before me this ____ day of _____, 2015, by _____, _____, of THE CITY OF BROKEN ARROW, OKLAHOMA, an Oklahoma municipal corporation, for and on behalf of said entity and for the consideration, intent and purposes set forth in the foregoing Memorandum of Second Amendment to Site Lease Agreement. He/She is personally known to me or has produced _____ as identification.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer, on the date set forth above.

Signature of Notary Public

Printed Name of Notary Public:
[Seal]

My Commission Expires: _____

Exhibit "A"
Description of the Premises

The location of the Premises (including easements) within the Property is more particularly described (or depicted) as follows:

A tract of land in the Northeast Quarter (NE/4) of Section Ten (10), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows: Commencing at a point on the West line of said Northeast Quarter (NE/4), said point being 1,837.12 feet South of the Northwest Corner thereof; Thence Due east, perpendicular to the West line of said Northeast Quarter (NE/4), a distance of 153.72 feet to the Point of Beginning; Thence continuing due East perpendicular to the West line of said Northeast Quarter (NE/4), a distance of 50.00 feet; Thence due South, parallel to the West line of said Northeast Quarter (NE/4), a distance of 50.00 feet; Thence due West, perpendicular to the West line of said Northeast Quarter (NE/4), a distance of 50.00 feet; Thence due North, parallel to the West line of said Northeast Quarter (NE/4), a distance of 50.00 feet to the Point of Beginning. Containing 2500 square feet or 0.0574 acres, more or less.

Utility Easement

A tract of land in the Northeast Quarter (NE/4) of Section Ten (10), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the US Government Survey thereof, being more particularly described as follows: Commencing at a point on the West line of said Northeast Quarter (NE/4), said point being 1,837.12 feet South of the Northwest Corner thereof; Thence Due East perpendicular to the West line of said Northeast Quarter (NE/4), a distance of 66.22 feet to the Point of Beginning; Thence continuing due East, perpendicular to the West line of said Northeast Quarter (NE/4), a distance of 87.50 feet; Thence due South parallel to the West line of said Northeast Quarter (NE/4), a distance of 15.00 feet; Thence due West perpendicular to the West line of said Northeast Quarter (NE/4), a distance of 87.50 feet; Thence Due North, parallel to the West line of said Northeast Quarter (NE/4), a distance of 15.00 feet to the Point of Beginning. Containing 1313 square feet or 0.0301 acres, more or less.

Access Easement

A tract of land 25.00 feet in width in Lot Twelve (12), Block Eight (8), Grsham-Franklin Industrial Park II, a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat No. 3559 and in the Northeast Quarter (NE/4) of Section Ten (10), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the US Government Survey thereof, the centerline of said tract being more particularly described as follows: Commencing at the Southeast Corner of said Lot Twelve (12) Block Eight (8); Thence Westerly, along the Southerly line of said Lot Eight (8) on a curve to the right, having a radius of 1341.95 feet, a central angle of 4°30'00" for a distance of 54.21 feet to the Point of Beginning; Thence North 4°30'00" East a distance of 244.66 feet to a point on the North line of said Lot Eight (8), said point being 35.00 feet West of the Northeast Corner thereof and said point also being 2137.12 feet South and 292.02 feet East of the Northwest Corner of the Northeast Quarter (NE/4) of said Section Ten (10); Thence due North Parallel to the West line of said Northwest Quarter (NW/4) a distance of 130.00 feet; Thence due West perpendicular to the West line of said Northeast Quarter (NE/4), a distance of 100.80 feet; Thence due North parallel to the West line of said Northeast Quarter (NE/4), a distance of 120.00 feet to the point of ending. Containing 14,881 square feet or 0.3416 acres, more or less.

LESS AND EXCEPT

Release Tract:

A tract of land lying in and being a part of the Tenant Lease Site as filed in Memorandum of Lease, Book 5991, Page 1824, situated in the Northeast Quarter (NE/4) of Section Ten (10), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, Oklahoma, being more particularly described by metes and bounds as follows:

Commencing at a Brass Cap found for the Northwest corner of said NE/4; Thence S 01°10'24" E on the West line of said NE/4, a distance of 1837.17 feet to a point; Thence N 88°49'36" E perpendicular to said West line, a distance of 191.00 feet to a 1/2" iron rod w/cap set for the Northwest corner, said point also being the Point of Beginning; Thence continuing N 88°49'36" E (L1), a distance of 12.00 feet to a 1/2" iron rod w/cap set for the Northeast corner; Thence S 01°10'24" E (L2), a distance of 25.00 feet to a 1/2" iron rod w/cap set for the Southeast corner; Thence S 88°49'36" W (L3), a distance of 12.00 feet to a 1/2" iron rod w/cap set for the Southwest corner; Thence N 01°10'24" W (L4), a distance of 25.00 feet to the Point of Beginning, containing 300.00 square feet or 0.007 acres, more or less.

