

**WHEN RECORDED RETURN TO:**

Prepared by:  
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600 West Broadway, Suite 700  
San Diego, California 92101

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**A.P.N. 98422-84-22-08110**

**Prior recorded document(s) in Tulsa County, Oklahoma:  
Recorded on December 19, 1997 at #97122108**

**MEMORANDUM OF FIRST AMENDMENT TO  
SITE LEASE AGREEMENT**

This **MEMORANDUM OF FIRST AMENDMENT TO SITE LEASE AGREEMENT** is made effective this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between **THE CITY OF BROKEN ARROW, OKLAHOMA**, an Oklahoma municipal corporation ("Landlord") and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company ("Tenant"), by and through CCATT LLC, a Delaware limited liability company, its attorney-in-fact.

1. On July 7, 1997, Landlord and AT&T Wireless Service of Tulsa, Inc., a Nevada corporation ("AT&T") entered into that certain Site Lease Agreement (the "Lease"), a memorandum of which was recorded on December 19, 1997 at Instrument No. 97122108, whereby AT&T leased a portion of land consisting of approximately one thousand five hundred seventy-five (1,575) square feet located in Tulsa County, Oklahoma, together with access and utility easements thereto (the "Premises"), all located within certain real property owned by Landlord (the "Property"). The Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. NEW CINGULAR WIRELESS PCS, LLC is the successor-in-interest to AT&T and is the current tenant under the Lease.

3. The Lease provided for an initial term of five (5) years with the right to renew for three (3) additional five-year renewal terms. The Lease will expire on July 6, 2017.

4. Landlord and Tenant have entered into a First Amendment to Site Lease Agreement (the "First Amendment"), of which this is a Memorandum, providing for four (4) additional Renewal Terms of five (5) years each. Pursuant to the First Amendment, the final Renewal Term expires on July 6, 2037.

5. By the First Amendment, Landlord granted to Tenant the right of first refusal to purchase all, or a portion, of the Property, the details of which are set forth in the First Amendment.

6. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

7. This Memorandum does not contain the social security number of any person.

8. A copy of the First Amendment is on file with Landlord and Tenant.

*[Execution Pages Follow]*

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Landlord and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

**LANDLORD:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**ASSISTANT CITY ATTORNEY**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*[Acknowledgment Appears on Following Page]*

## ALL PURPOSE ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_ day of \_\_\_\_\_, 2017 before me \_\_\_\_\_ (notary public), personally appeared \_\_\_\_\_ (print name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (notary public)

(NOTARY SEAL)

**ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.**

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW.

Title of Document Type: Memorandum of First Amendment to Site Lease Agreement

Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_

**TENANT:**

**NEW CINGULAR WIRELESS PCS, LLC,**  
a Delaware limited liability company

By: CCATT LLC,  
a Delaware limited liability company  
Its: Attorney-in-Fact

By:   
Print Name: Lisa A. Sedgwick  
Title: RET Manager  
Date: \_\_\_\_\_

*[Acknowledgment Appears on Following Page]*

State of Texas

County of Harris

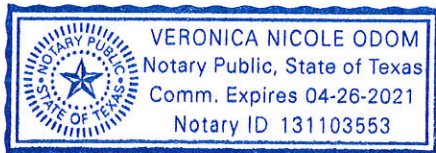
Before me, Veronica Nicole Odom, a Notary Public, on this day personally appeared Lisa Sedawich, RET Manager of **CCATT LLC**, a Delaware limited liability company, as Attorney in Fact for **NEW CINGULAR WIRELESS PCS, LLC**, known to me (or proved to me on the oath of \_\_\_\_\_ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8 day of June, 2017.

Veronica Nicole Odom

(Personalized Seal)

Notary Public's Signature



**EXHIBIT A**  
**(Legal Description of the Property)**

A PARCEL OF LAND LOCATED IN THE STATE OF OKLAHOMA, COUNTY OF TULSA, WITH NO SITUS ADDRESS, CURRENTLY OWNED BY CITY OF BROKEN ARROW HAVING A TAX ASSESSOR NUMBER OF 98422-84-22-08110 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS PRT NW BEG 293.53N & 75E & 120N & 35.36SE & 33.61E & 99.15 ALG CRV SWC NW TH NE140 NE100 N492.01 E801.61 NE APR 638.74 E APR 473.73 S APR 214.39 E658.09 S APR 95.58 NW APR 547.36 S APR 131.40 W18.28 CRV RT 21.03 CRV LF 241.19 CRV RT 21.03 S120 W340 N102.42 W46.30 N165 W167.08 SW103.14 S457.07 W892.31 SW158.46 SE170.54 SW117.22 NW175.41 CRV RT 85.78 CRV LF 46.07 POB SEC 22-18-14 22.799ACS.