

AMENDMENT NO. 1 TO SITE USE/LEASE AGREEMENT

This Amendment No. 1 to Site Use/Lease Agreement (this "**Amendment**"), effective as of the date last signed below ("**Effective Date**"), amends a certain Site Use/Lease Agreement between Sprint Spectrum Realty Company, L.P., successor in interest to Sprint Spectrum L.P. ("**Lessee**"), and City of Broken Arrow, an Oklahoma Municipal corporation ("**Lessor**"), dated May 5, 2010 (the "**Agreement**").

BACKGROUND

WHEREAS, Lessee desires to modify its installation on the Property by adding or swapping out antennas and other equipment to the Premises, as more particularly described in Exhibit B-1 annexed hereto, and Lessee and Lessor desire to modify the provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. **Modification to the Premises.** Exhibit B to the Agreement is hereby amended to include the modifications identified on Exhibit B-1, a copy of which is attached and made a part hereof. Exhibit B-1 supplements Exhibit B to the Agreement, and shall not be deemed to supersede or otherwise modify Exhibit B or any part thereof except to the extent specifically set forth in Exhibit B-1. Upon full execution of this Amendment, Lessee is permitted to do all work necessary to prepare, maintain and alter the Premises to install or otherwise modify the Premises, all as more fully described and contemplated in Exhibit B-1.

2. **Modification to Rent.** As additional consideration for the modification and other rights set forth in this Amendment, starting on the date that is 30 days after the start of construction of the modifications to the Premises, the monthly rent will be increased by \$225.00.

3. **General Terms and Conditions.**

a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

*****SIGNATURES ON FOLLOWING PAGE*****

The parties have executed this Amendment as of the Effective Date.

Lessor:

City of Broken Arrow
An Oklahoma municipal corporation

Lessee:

Sprint Spectrum Realty Company, L.P., successor in interest to Sprint
Spectrum L.P.

By: _____

Printed Name: _____

Title: _____

Date: _____

(Date must be completed)

By: _____

Printed Name: _____

Title: _____

Date: _____

(Date must be completed)

APPROVED AS TO FORM:

Lesli Myers

ASSISTANT CITY ATTORNEY

Exhibit B-1

[see attached]