

SECOND AMENDMENT TO SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO SITE LEASE AGREEMENT (this "Amendment") dated as of the last of the signature dates below (the "Effective Date") by and 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 to 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 provided for an initial term of five (5) years with the right to renew for three (3) additional five-year renewal terms and contained an original annual rental payment of Four Thousand Eight Hundred and 00/100 Dollars (\$4,800.00) per year and provided for an increase of rent by fifteen percent (15%) upon the commencement of each renewal term; 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 Lease has a term that will expire on July 31, 2017 (the "Original Term"), and Tenant and Landlord desire to amend the Lease to, among other things, extend the term of the Lease (unless terminated sooner) until July 31, 2037, and also to provide for increased rents effective August 1, 2015, as more specifically set forth below; and

NOW, THEREFORE, in consideration of the covenants and mutual obligations set out herein and in the Lease, and other consideration, the sufficiency of which the parties hereby acknowledge, the Landlord and Tenant hereby covenant and agree to the following Amendments:

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

2. **Defined Terms.** Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

3. **Commencement Date.** The parties hereby ratify and affirm that the Commencement Date of the term of the Lease was July 15, 1997.

4. **Rent.** Section 4(a) of the Lease is hereby amended by adding to the end of the current text the following:

“Starting on August 1, 2015, the annual Rent shall increase to the sum of Twenty Thousand Four Hundred and 00/100 Dollars (\$20,400.00) annually and shall be payable annually on or before August (1st), in advance, to the City of Broken Arrow, at Landlord’s address specified in Paragraph 13 below. This Rent increase replaces and is in lieu of the regular Rent increase scheduled to occur pursuant to the Lease on the August 1, 2017. Following such increase, the annual Rent shall continue to adjust pursuant to the terms of Section 5 of the Lease.”

5. **Renewal Terms.** Section 5(a) of the Lease is hereby amended by deleting the current text and inserting in lieu thereof the following:

“Tenant shall have the right to extend this Lease for seven (7) additional five (5) year terms (each a “Renewal Term”). Each Renewal Term shall be on the same terms and conditions as set forth herein except the Rent shall be increased after each Renewal Term by fifteen (15%) of the Rent applicable in the immediately preceding five year term, except as provided in Section 4(a) above.”

The Original Term and any Renewal Terms shall be collectively referred to herein as the “Lease Term.” The parties acknowledge that pursuant to this Amendment the term of the Lease Term exceeds the Original Term by twenty (20) years and that, unless terminated sooner, the final Renewal Term of the Lease will expire on July 31, 2037.

6. **Right of First Refusal.** If Landlord receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord’s interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord’s interest in the Lease, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant’s possessory or economic interest in the Premises. If Landlord’s notice covers portion of Tenant’s parent parcel beyond the Premises, Tenant may elect to acquire an interest in only the Premises, and the consideration shall be pro-rated on an acreage basis. Landlord’s notice shall include the prospective buyer’s name, the purchase price and/or other consideration being offered, the other terms and conditions of the

offer, the due diligence period, the proposed closing date and, if a portion of Landlord's parent parcel is to be sold, leased or otherwise conveyed, and a description of said portion. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to sixty (60) days from exercise of the right of first refusal by written notice to Landlord given within thirty (30) days. Landlord may convey the property as described in Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion to assign the right of first refusal to any person or entity, either separate from an assignment of the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

7. **Notices.** The Lease is hereby amended by deleting the addresses for Tenant in Section 13 of the Lease and inserting in lieu thereof the following:

If to Tenant, to:

NCWPCS MPL 27 – YEAR SITES TOWER HOLDINGS LLC
Legal Department
Attn: Network Legal
Re: Cell Site #843512 – AWE-71st/Elm
Fixed Asset #: 10077280
208 S. Akard Street
Dallas, Texas 75202-4206

with a copy to:

CCATT LLC
c/o Crown Castle USA Inc.
Attn: Legal Department
Re: Cell Site # 843512 – AWE-71st/Elm
2000 Corporate Drive
Canonsburg, PA 15317

8. **Eminent Domain.** Notwithstanding anything to the contrary contained in the Lease, including but not limited to Section 9(e), if Landlord receives written or other notice of a proposed taking by eminent domain of any part of the parcel of land upon which the Premises or any easements are situated, Landlord will notify Tenant of the proposed taking within five (5) days of receiving said notice and Tenant will have the option to: (i) declare the Lease null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Premises or easements that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Premises or easements so taken. With either option, Tenant shall have the right to contest the taking and directly pursue an award.

9. **Representations, Warranties and Covenants of Landlord.** Landlord represents, warrants and covenants to Tenant as follows:

- (a) Landlord is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Landlord's obligations under the Lease as amended hereby.
- (b) Except as expressly identified in this Amendment, Landlord owns the Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Premises, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Tenant arising under the Lease as amended hereby and the rights of utility providers under recorded easements.
- (c) Upon Tenant's request, Landlord shall discharge and cause to be released (or, if approved by Tenant, subordinated to Tenant's rights under the Lease as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Premises.
- (d) Upon Tenant's request, Landlord shall cure any defect in Landlord's title to the Premises which in the reasonable opinion of Tenant has or may have an adverse affect on Tenant's use or possession of the Premises.
- (e) Tenant is not currently in default under the Lease, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.
- (f) Landlord agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Lease as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Lease as amended hereby.

10. **IRS Form W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Tenant. In the event Landlord's property on which the Premises is located is transferred, the succeeding landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rental to the new landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

11. **Construction of Documents.** Each party hereto acknowledges that this Amendment shall not be construed in favor of or against the drafter hereof.

12. **Remainder of Lease Unaffected.** In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this Amendment is hereby amended to be consistent.

13. **Headings.** The headings contained in this Amendment are for reference purposes only and shall not modify or affect this Amendment in any manner whatsoever.

14. **Entire Lease.** The Lease (as amended by this Amendment) embodies the final, entire agreement between the parties with respect to the subject matter of this Amendment, and supersedes any and all prior agreements, representations, understandings and commitments, whether oral or written relating to this subject matter, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of or on behalf of the parties to this Amendment.

15. **Counterparts.** This Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

16. **Recordation.** Tenant, at its cost and expense, shall have the right to record a memorandum of this Amendment in the conveyance records of Tulsa County, Oklahoma, at any time following the execution of this Amendment by all parties hereto

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

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed by its duly authorized officials and its official seal to be impressed hereon, 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 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 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: _____

TENANT:

NCWPCS MPL 27 – YEAR SITES TOWER HOLDINGS LLC,
a Delaware limited liability company

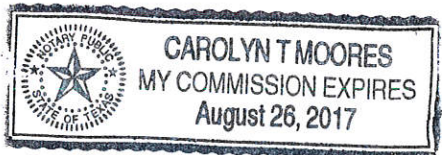
By: CCATT LLC,
a Delaware limited liability company
its Attorney-in-Fact

By: *Angela Siebe*
Name: Angela Siebe
Title: Director Land Acq. Ops
Date: 10/8/15

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The foregoing Second Amendment to Site Lease Agreement was acknowledged before me this 8 day of October, 2015, by Angela Siebe, Director LAO, of CCATT LLC, a Delaware limited liability company, the Attorney-in-Fact of **NCWPCS MPL 27 – YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, for and on behalf of said entity and for the consideration, intent and purposes set forth in the foregoing 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.



Carolyn T Moores
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), Graham- Franklin Industrial Park II, a subdivision to 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.

