

FIRST AMENDMENT TO SITE USE/LEASE AGREEMENT

THIS FIRST AMENDMENT TO SITE USE/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 ("Lessor"), having a mailing address of P. O. Box 610, Broken Arrow, Oklahoma 74013 Attention: City Manager, and **T-MOBILE USA TOWER LLC**, a Delaware limited liability company ("Lessee"), by CCTMO LLC, a Delaware limited liability company, its Attorney-in-Fact, having a mailing address of Attn: Legal Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WITNESSETH:

WHEREAS, Lessor and T-Mobile Central LLC, a Delaware limited liability company ("Original Lessee"), as predecessor in interest to Lessee, entered into that certain Site Use/Lease Agreement dated August 7, 2006 ("Lease"), whereby Lessor leased to Original Lessee a portion of land consisting of (i) a tower compound of approximately one hundred (100) square feet and (ii) an equipment compound of approximately three hundred twenty (320) square feet in Tulsa County, Oklahoma, together with access and utility easements thereto (the "Premises"), as more particularly described in Exhibit A attached hereto and in the Lease, a memorandum of which was recorded as Document No. 2007068103 in the Official Public Records of Tulsa County, Oklahoma; and

WHEREAS, the Lease has an Initial Term and Renewal Terms that will expire on December 31, 2031 (the "Original Term"), and Lessor and Lessee desire to enter into this Amendment in order to amend the Lease to, among other things, provide for additional Renewal Terms beyond the Original Term.

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

1. **Recitals; Defined Terms.** The parties acknowledge the accuracy of the foregoing recitals, each of which is incorporated herein as if fully rewritten herein. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. **Lease Term.** Section 5 of the Lease is hereby amended by deleting the first (1st) sentence of the current text and inserting in lieu thereof the following:

"Lessee shall have the right to extend this Lease for six (6) additional, five (5) year terms (each a "Renewal Term")."

The Original Term and additional Renewal Terms shall be collectively referred to herein as the "Lease Term." The parties acknowledge that pursuant to this Amendment the Lease Term exceeds the Original Term by thirty (30) years and that the final Renewal Term, unless the Lease is terminated sooner, will expire on December 31, 2061.

3. **Rent.** On the first (1st) day of the second (2nd) month following the Effective Date of this Amendment, the monthly Rent will increase to One Thousand Eight Hundred and 00/100 Dollars (\$1,800.00) per month. Following such increase, the Rent will continue to adjust pursuant to the terms of the Lease.

4. **Survey.** Lessee reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises, including any access and utility easements associated therewith. Lessee shall be permitted to attach the Survey as an exhibit to this Amendment and any related memorandum for recording, which shall update and replace the existing description of the Premises, at any time prior to or after execution of this Amendment.

5. **Notices.** Section 13 of the Lease is hereby amended by deleting the addresses for Lessee, and inserting in lieu thereof the following:

LESSEE: T-Mobile USA Tower LLC
12920 SE 38th Street
Bellevue, Washington 98006
Attn: Lease Compliance/TU02508A

With a Copy To: CCTMO LLC
Attn: Legal – Real Estate Department
Re: Cell Site #823030 – Central Park
2000 Corporate Drive
Canonsburg, PA 15317

6. **Signing Bonus.** In further consideration of Lessee entering into this Amendment, Lessee will pay to Lessor a one-time amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) for the full execution of this Amendment (and any applicable memorandum of lease and/or amendment) within sixty (60) days of the full execution of this Amendment ("Conditional Lease Amendment Signing Bonus"). In the event that this Amendment (and any applicable memorandum of lease and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Lessor.

7. **Representations, Warranties and Covenants of Lessor.** Lessor represents, warrants and covenants to Lessee as follows:

- (a) Lessor is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Lessor's obligations under the Lease as amended hereby.
- (b) Lessee is not currently in default under the Lease, and to Lessor'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 Lessee under the Lease.
- (c) Lessor agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Lease as amended hereby, and

ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Lease as amended hereby.

- (d) Lessor acknowledges that the Premises, as defined, shall include any portion of Lessor's property on which communications facilities or other Lessee improvements exist on the Effective Date of this Amendment.

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

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

10. **Remainder of Lease Unaffected.** In all other respects, the remainder of the Lease shall remain in full force and effect.

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

12. **Entire Lease.** This Amendment supersedes that certain Agreement to Amend Lease by and between Lessor and Lessee dated February 13, 2024 (the "Letter Agreement") and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this Amendment, the terms and conditions in this Amendment shall control.

13. **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.

14. **Recordation.** Lessee, 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 INTENTIONALLY BLANK;
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be duly executed as of the Effective Date.

Approved as to Form:

LESSOR:

CITY OF BROKEN ARROW, OKLAHOMA,
an Oklahoma municipal corporation

Assistant City Attorney

Print Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Attested:

City Clerk (Seal)

STATE OF OKLAHOMA §

§

COUNTY OF TULSA §

The foregoing First Amendment to Site Use/Lease Agreement was acknowledged before me this ____ day of _____, 2025, by _____, as the _____ of the CITY OF BROKEN ARROW, OKLAHOMA, an Oklahoma municipal corporation, for and on behalf of said municipality and for the consideration, intent and purposes set forth in the foregoing First Amendment to Site Use/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: _____

LESSEE:

T-MOBILE USA TOWER LLC,
a Delaware limited liability company

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

By: Mandy Hebert
Name: Mandy Hebert
Title: Mgr Real Estate
Date: JUL 10 2025

STATE OF Texas §
COUNTY OF Harris §

The foregoing First Amendment to Site Use/Lease Agreement, was acknowledged before me this 10th day of July, 2025, by Mandy Hebert, as the Mgr Real Estate of CCTMO LLC, a Delaware limited liability company, the Attorney-in-Fact of **T-MOBILE USA TOWER LLC**, a Delaware limited liability company, for and on behalf of said entities and for the consideration, intent and purposes set forth in the foregoing First Amendment to Site Use/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.

Blaine Traylor
Signature of Notary Public

Blaine Traylor
Printed Name of Notary Public:

My Commission Expires: 02-14-2028

[Seal]

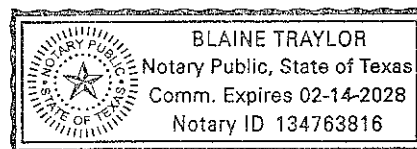


EXHIBIT A

TOWER AREA DESCRIPTION

A tract of land lying in and being a part of the Northwest Quarter (NW/4) of Section Fourteen (14), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, Oklahoma, being more particularly described as follows: Commencing at the Northeast corner of Lot Twenty-one (21), Home Gardens Second Addition to Broken Arrow; Thence South 24°51'50" West a distance of 667.06 feet to the point of beginning; Thence South 29°26'53" East a distance of 10.00 feet; Thence South 60°33'07" West a distance of 10.00 feet; Thence North 29°26'53" West a distance of 10.00 feet; Thence North 60°33'07" East a distance of 10.00 feet to the point of beginning. Containing 100 square feet.

LEASE AREA DESCRIPTION

A tract of land lying in and being a part of the Northwest Quarter (NW/4) of Section Fourteen (14), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, Oklahoma, being more particularly described as follows: Commencing at the Northeast corner of Lot Twenty-one (21), Home Gardens Second Addition to Broken Arrow; Thence South 24°51'50" West a distance of 667.06 feet to the Northeast corner of the above described tower area; Thence South 60°33'07" West, along the North line of said tower area, a distance of 10.00 feet to the point of beginning; Thence South 29°26'53" East a distance of 16.00 feet; Thence South 60°33'07" West a distance of 20.00 feet; Thence North 29°26'53" West a distance of 16.00 feet; Thence North 60°33'07" East a distance of 20.00 feet to the point of beginning. Containing 320 square feet.

ACCESS EASEMENT DESCRIPTION

A Twenty feet (20') wide easement for ingress and egress across the Northwest Quarter (NW/4) of Section Fourteen (14), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, Oklahoma.

UTILITY EASEMENT DESCRIPTION

A Ten feet (10') wide easement for utility purposes across the Northwest Quarter (NW/4) of Section Fourteen (14), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, Oklahoma.