

**RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:**

Crown Castle
8020 Katy Freeway
Houston, Texas 77024

PREPARED OUT-OF-STATE BY:

Serena A. Kramer
Cokinos | Young
1221 Lamar, 16th Floor
Houston, Texas 77010

Tax Parcel No.: 98414-84-14-08500

Cross-Reference: Document No. 2007068103,
Official Public Records of
Tulsa County, Oklahoma

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

THIS MEMORANDUM OF FIRST AMENDMENT TO SITE USE/LEASE AGREEMENT (the "Memorandum"), 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, Lessor and Lessee entered into that certain First Amendment to Site Use/Lease Agreement dated as of the day hereof (the "Amendment"), in order to, among other things, extend the term of the Lease, 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, agreed in the Amendment 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. **Renewal Terms.** The Lease was modified in the Amendment to provide for six (6) additional terms of five (5) years each (the final such Renewal Term, unless the Lease is terminated sooner, will expire December 31, 2061), upon the terms and conditions set forth in the Lease (as amended).

3. **Remainder of Lease Unaffected.** Except as expressly modified by the Amendment, the Lease remains unchanged and in full force and effect.

4. **Lease Controls.** This Memorandum summarizes, for purposes of the public record, certain rights granted to Lessee 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).

5. **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.

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

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Memorandum to be effective as of the Effective Date.

Approved as to Form:

Assistant City Attorney

Print Name: _____

LESSOR:

CITY OF BROKEN ARROW, OKLAHOMA,
an Oklahoma municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

Attested:

City Clerk (Seal)

STATE OF OKLAHOMA

§

§

COUNTY OF TULSA

§

The foregoing Memorandum of 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 Memorandum of 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: [Signature]
Name: Mandy Hebert
Title: Mgr Real Estate
Date: JUL 10 2025

STATE OF Texas §
COUNTY OF Harris §

The foregoing Memorandum of 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 Memorandum of 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]
Signature of Notary Public

Blaine Traylor
Printed Name of Notary Public:

My Commission Expires: 02-14-2028

[Seal]

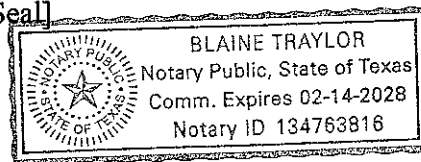


EXHIBIT A

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.