

FIRST AMENDMENT TO COMMUNICATION RADIO ANTENNA AGREEMENT

This First Amendment to Communication Radio Antenna Agreement (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between the City of Broken Arrow ("**City**") and T-Mobile Central LLC, a Delaware limited liability company ("**Lessee**") (collectively, the "**Parties**").

City and Lessee (or their predecessors-in-interest) entered into that certain Communication Radio Antenna Agreement dated September 3, 2013, the "**Agreement**") regarding City's leased area ("**Premises**") located at 803 East Kenosah, Broken Arrow, OK (the "**Property**").

NOW, for good and valuable consideration, City and Lessee agree as follows:

1. The Agreement is in full force and effect and neither City nor Lessee is in breach under the terms of the Agreement.
2. At the expiration of the Agreement, the Term of the Agreement will automatically be extended for four (4) additional and successive five (5) year terms (each a "**Renewal Term**"), provided, that Lessee may elect not to renew by providing City thirty (30) days' notice prior to the expiration of the then current Renewal Term.
3. At the commencement of the first Renewal Term provided for in this Amendment, Lessee shall pay City Two Thousand Six Hundred Forty Five Dollars (\$2,645.00) per month ("**Rent**") in advance, by the fifth day of each month. Any Rent previously paid from and after the commencement of the first Renewal Term provided for in this Amendment shall be offset against the new Rent. Rent shall be adjusted, effective on the first day of the second Renewal Term and each subsequent Renewal Term, by an amount equal to fifteen percent (15%) over the Rent for the immediately preceding Renewal Term.
4. Lessee shall have the right to transmit and receive on any and all frequencies for which Lessee has been granted a license by the FCC.
5. If City desires to redevelop, modify, remodel, alter the Property or make any improvements thereon, ("**Redevelopment**") and both Parties agree that the Redevelopment necessitates relocation of Lessee's Antenna Facilities, then: (i) City may relocate Lessee's Antenna Facilities once during the term of the Agreement; (ii) City shall give Lessee not less than twelve (12) months' written notice prior to relocation; (iii) both Parties shall agree upon a suitable area for the relocation; (iv) all costs and expenses associated with or arising out of the relocation (including approval and permitting costs) shall be paid by City; (v) the relocation shall be performed exclusively by Lessee or its

agents; (vi) the relocation shall not limit or interfere with Lessee's Permitted Uses of the Premises; and (vii) if the Parties cannot agree upon a suitable area for relocation then Lessee may terminate the Agreement in its reasonable judgment upon written notice to City, without penalty or further obligation.

6. City may freely assign the Agreement to its affiliates, and will secure Lessee's reasonable consent before assigning the Agreement to non-affiliates.
7. Any charges payable under the Agreement other than Rent shall be billed by City to Lessee within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by City.
8. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. City or Lessee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Lessee:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/TU01017A

If to City:

City of Broken Arrow
220 S First Street
Broken Arrow, OK 74012

9. Lessee and City will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.
10. To the extent any provision contained in this Amendment conflicts with the terms of the Agreement, the terms and provisions of this Amendment shall control.
11. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.

12. 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.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

City:

City of Broken Arrow

By: _____

Print Name: _____

Title: _____

Date: _____

Lessee:

T-Mobile Central LLC, a Delaware limited liability company

By: James B. Walther

Print Name: James B. Walther work Operations
Director, Engineering Network O

Title: _____

Date: 2/3/2017

APPROVED AS TO FORM:

Kelly Dunham
ASSISTANT CITY ATTORNEY

Kelly Dunham 2/2/17
T-Mobile Contract Attorney