

FIRST AMENDMENT TO
AMENDED AND RESTATED SITE USE/LEASE AGREEMENT

This First Amendment to Amended and Restated Site Use/Lease Agreement (this "**First Amendment**") is entered into this _____ day of _____, 2017, between the **City of Broken Arrow**, an Oklahoma municipal corporation, having a mailing address of 220 South First Street, Broken Arrow, OK 74012 ("**Lessor**"), and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Lessee**").

Background

Lessor and Southwestern Bell Mobile Systems, Inc. (the "**Original Lessee**") entered into a certain Lease Agreement dated October 21, 1996 concerning the leasing of a portion of the Property, including a portion of Lessor's communications tower (the "**Tower**") located on the Property, as amended and restated by that certain Amended and Restated Site Use/Lease Agreement dated July 19, 2016 ("**Existing Lease**") between Lessor and Lessee. Lessee is the successor in interest to the Original Lessee and has been operating at the Property pursuant to the terms of the Existing Lease. The parties hereto desire to amend the Existing Lease as set forth herein.

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

1. **Equipment and Use.**

Lessor consents to the installation, modifications and operation of antennas, associated cables and equipment on the Tower and the Premises as more completely described on attached Exhibit A attached hereto. Lessor's execution of this Amendment will signify Lessor's approval of Exhibit A.

2. **Rent.**

Commencing on July 1, 2017, Section 4 of the Existing Lease is modified to increase the monthly Rent by Three Hundred Five and No/100 Dollars (\$305.00).

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Existing Lease and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Existing Lease otherwise is unmodified and remains in full force and effect. Each reference in the Existing Lease to itself shall be deemed also to refer to this First Amendment.

4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Existing Lease.

[Signature Page to Follow]

IN WITNESS WHEREOF, said parties have caused this First Amendment to be duly executed as of the date first above written.

Approved as to Form:



Assistant City Attorney

City of Broken Arrow,
an Oklahoma municipal corporation

By _____
Printed Name: Michael L. Spurgeon
City Manager

Date: _____


Attested:

City Clerk [Seal]

Tax I.D. Number _____

New Cingular Wireless PCS, LLC, a
Delaware limited liability company:

By: AT&T Mobility Corporation
Its: Manager

By 
Printed Name: MICHAEL BRIDWELL
Title: Area Mgr - Const & Eng

Date: 6/27/17

VERIFICATION

State of Oklahoma

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Michael L. Spurgeon, as the City Manager of City of Broken Arrow.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

State of MO
County of ST LOUIS,

The foregoing instrument was acknowledged before me this 27th day of JUNE, 2017, by Michael Bridwell, as Area MGR RE & C, of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC.

(AFFIX NOTARIAL SEAL)

A. Carson
(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC

My commission expires:

A. Carson
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

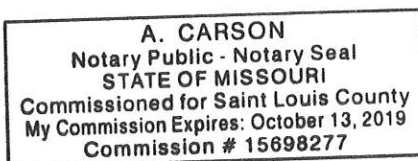


Exhibit A

Equipment Specifications

Existing Configuration:

- (6) Commscope SBNHH-1D65B
- (3) Kathrein 80010798
- (6) Powerwave LGP 17205
- (3) RRUS-11
- (6) RRUS 12
- (6) RRUS A2
- (3) RRUS 32
- (2) Raycap DC6-48-60-18-8F
- (12) 1-5/8" Coax
- (1) 3/8" RET
- (4) DC Cables
- (2) Fiber

Proposed Changes:

- (3) RRUS-11 [ADD]
- (3) RRUS-32 B2 [ADD]
- (3) RRUS 12 [REMOVE]
- (2) RRUS A2 [REMOVE]
- (1) Raycap DC6-48-60-18-8F [ADD]
- (2) DC Power [ADD]
- (1) Fiber [ADD]

New Sector Frame

Final Configuration:

- (6) Commscope SBNHH-1D65B
- (3) Kathrein 80010798
- (6) Powerwave LGP 17205
- (6) RRUS-11
- (3) RRUS 12
- (3) RRUS A2
- (3) RRUS 32
- (3) RRUS 32 B2
- (3) Raycap DC6-48-60-18-8F
- (12) 1-5/8" Coax
- (1) 3/8" RET
- (6) DC Cables
- (3) Fiber