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Create Date: September 23, 2020

Our File #: 66207

Client: **Insite RE Inc**

Charles G Augello

Phone:

Fax:

E-Mail: augello@insite-inc.com

REF#: **DN01549C**

Site Name: Branch Communications

Search Type: Bring to Date

Date of Search: 9/23/2020

Examined From: 8/24/2016

Examined Thru: 9/17/2020

Property

Title Currently Vested in: GATEWAY CHURCH, A COLORADO NON-PROFIT CORPORATION

Obtained From: deed

Property Address: 5605 N Marksheffel Rd
Colorado Springs, CO

County: El Paso

PARCEL: NA

Description: As recited on current deed.

Deeds

Type of Document : **Vesting**

Grantee(s) : GATEWAY CHURCH, A COLORADO NON-PROFIT CORPORATION

Grantor(s) : deed

Fee Simple: FeeSimple

Judgments/Liens

No Documents Found

Conditions, Covenants & Restrictions

No Documents Found

Mortgages / Trust

No Documents Found

Real Estate Taxes

No Documents Found

Easement / Right of Way / Agreement

Grant of Right of Way

From/Grantor : Gateway Church

To/Grantee : Mountain View Electric Association, Inc.

Document Date : 11/2/2017 Record Date : 3/14/2018

Instrument no. : 218029295

Description/Purpose : Electric purposes

Other Filed Memoranda

Memorandum of Agreement

From/Grantor : Gateway Church

To/Grantee : Branch Towers, LLC

Instrument no. : 217003097 Document Date : 11/22/2016 Record Date : 1/10/2017

Description : Please see:

1. Assignment and Assumption of Real Property Lease recorded 02/14/2017 as instrument 217017755;
2. First Amendment to Memorandum of Lease recorded 10/30/2017 as instrument 217131893;
3. Second Amendment to Option Site Ground Lease Agreement recorded 07/07/2020 as instrument 220096369;
4. Second Amendment to Memorandum of Agreement recorded 07/07/2020 as instrument 220096370

Certification of this search is limited to the spelling of the names as shown in the index work contained herein. This abstract is based upon the indices and no liability is hereby assumed for instruments not indexed or improperly indexed. This Abstract of Title is made for and certified as an abstractors memorandum and is prepared to assist in the examination of this abstract, and is not an opinion as to the condition of the title.

Liability is limited to the cost of this report.

Chuck Broerman
01/10/2017 12:02:49 PM
Doc \$0.00 7
Rec \$43.00 Pages

El Paso County, CO



217003097

MEMORANDUM OF AGREEMENT

CLERK: Please return this document to:

Branch Towers, LLC
Attn: Curtis Branch
1516 South Boston Ave, Suite 215
Tulsa, OK 74119
(918) 949-4551

This Memorandum of Agreement is entered into on this 28 day of Nov., 2016, by and between, Gateway Church, a Colorado non-profit corporation, (hereinafter referred to as "Lessor") and Branch Towers, LLC, a Delaware limited liability company, with offices at 1516 South Boston Ave, Suite 215, Tulsa, OK 74119, (hereinafter referred to as "Lessee").

1. Nov Lessor and Lessee entered into a Option Site Ground Lease Agreement ("Agreement") on the 28 day of Nov, 2016, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("Initial Term") commencing on the effective date of written notification by Lessee to Lessor of Lessee's exercise of the Option ("Term Commencement Date"), with five (5) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the _____ day of _____, 2016.

LESSOR:

Gateway Church,
a Colorado non-profit corporation

By: Derek W. Sissel

Name: Derek W. Sissel

Date: 11/1/16

By: _____

Name: _____

Date: _____

LESSEE:

Branch Towers, LLC
a Delaware limited liability company

By: Curtis R. Branch

Name: Curtis R. Branch

Title: President/CEO

Date: 11-22-14

ACKNOWLEDGEMENTS

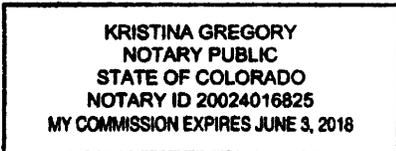
STATE OF COLORADO)

COUNTY OF EL PASO)

On this 15th day of November, 2016, before me the undersigned Notary Public, personally appeared Derek W. Sissel, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)



Kristina Gregory

Notary Public in
And for the State of Colorado

Commission expires: 6/3/18

STATE OF COLORADO)

COUNTY OF EL PASO)

On this ____ day of _____, 2016, before me the undersigned Notary Public, personally appeared _____, to me known to be the identical persons who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)

Notary Public in
And for the State of _____

Commission expires: _____

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)

COUNTY OF TULSA)

On this 22 day of Nov, 2016, before me the undersigned Notary Public, personally appeared Curtis R. Branch, President/CEO, Branch Towers, LLC, a Delaware limited liability company, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.



Jessica Norrid
Notary Public in
and for the State of Oklahoma

Commission expires: 11-6-20

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated November 22, 2016 by and between Gateway Church, a Colorado non-profit corporation, as Lessor, and Branch Towers, LLC, a Delaware Limited Liability company, as Lessee.

PARENT TRACT DESCRIPTION

Lot 6 except the westerly 30 feet in Block 1 in Toy Ranches Estates, El Paso County, Colorado.

(WARRANTY DEED RECORDED IN DOCUMENT NUMBER 203196718, DEED RECORDS OF EL PASO COUNTY, COLORADO.)

EXHIBIT B

DESCRIPTION OF PREMESIS

to the Agreement dated November 22, 2016 by and between Gateway Church, a Colorado non-profit corporation, as Lessor, and Branch Towers, LLC, a Delaware Limited Liability company, as Lessee.

LEASE SITE DESCRIPTION

A tract of land lying in and being a part of Lot 6, Block 1, Toy Ranches Estates as shown in Plat Book 22, Page 48, Plat Records of El Paso County, Colorado and being further described in Document Number 203196718, Deed Records of El Paso County, Colorado; Said tract being more particularly described as follows: Commencing at a 1/2" Iron Rebar found for the Southwest corner of said Lot 6, Block 1; Thence N 00°26'59" W on the West line of said Lot 6, a distance of 21.69 feet to a point on said West line; Thence N 89°33'01" E perpendicular to said West line, a distance of 69.01 feet to a Cut "X" set for the Southwest corner, said corner being the Point of Beginning; Thence N 00°19'36" W a distance of 40.00 feet to a Cut "X" set for the Northwest corner; Thence N 89°40'24" E a distance of 40.00 feet to a Mag Nail set for the Northeast corner; Thence S 00°19'36" E a distance of 40.00 feet to a Cut "X" set for the Southeast corner; Thence S 89°40'24" W a distance of 40.00 feet to the Point of Beginning, containing 1,600.00 square feet or 0.037 acres, more or less.

UTILITY EASEMENT DESCRIPTION

An easement for utility purposes crossing a part of Lot 6, Block 1, Toy Ranches Estates as shown in Plat Book 22, Page 48, Plat Records of El Paso County, Colorado and being further described in Document Number 203196718, Deed Records of El Paso County, Colorado; Said easement being more particularly described as follows: Commencing at a 1/2" Iron Rebar found for the Southwest corner of said Lot 6, Block 1; Thence N 00°26'59" W on the West line of said Lot 6, a distance of 45.24 feet to a point on said West line, said point being the Point of Beginning; Thence continuing N 00°26'59" W on said West line, a distance of 10.00 feet to a point; Thence N 89°40'24" E a distance of 59.09 feet to a point; Thence N 00°19'36" W a distance of 6.60 feet to a point; Thence N 89°40'24" E a distance of 10.00 feet to a Cut "X" set for the Northwest corner of the 0.037 acre Lease Site; Thence S 00°19'36" E on the West line of said 0.037 acre Lease Site, a distance of 40.00 feet to a Cut "X" set for the Southwest corner of said 0.037 acre Lease Site; Thence S 89°40'24" W a distance of 10.00 feet to a point; Thence N 00°19'36" W a distance of 23.40 feet to a point; Thence S 89°40'24" W a distance of 59.06 feet to the Point of Beginning, containing 990.76 square feet or 0.023 acres, more or less.

ACCESS EASEMENT DESCRIPTION

A 20.00 foot wide easement for ingress and egress purposes crossing a part of Lot 6, Block 1, Toy Ranches Estates as shown in Plat Book 22, Page 48, Plat Records of El Paso County, Colorado and being further described in Document Number 203196718, Deed Records of El Paso County, Colorado; Said easement being 10.00 feet on each side of the following described centerline: Commencing at a 1/2" Iron Rebar found for the Southwest corner of said Lot 6, Block 1; Thence N 00°26'59" W on the West line of said Lot 6, a distance of 182.21 feet to a point on said West line, said point being the Point of Beginning; Thence N 89°40'24" E a distance of 96.23 feet to a point; Thence S 00°19'36" E a distance of 120.37 feet to the point of termination. Sidelines of said easement to be shortened or extended such as to begin on the West Parent Tract Boundary line and being the East Public Right of Way line of North Marksheffel Road and terminate on the North line of the 0.037 acre Lease Site.

Site Name: CO-0015 Gateway Church

Chuck Broerman
02/14/2017 08:19:54 AM
Doc \$0.00
Rec \$33.00

El Paso County, CO



5
Pages

217017755

ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY LEASE
(CO-0015 GATEWAY CHURCH)

THIS ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY LEASE (this "Assignment") is effective as of January 9, 2017 ("Effective Date"), by and between and between BRANCH TOWERS, LLC, a Delaware limited liability company ("Assignor"), whose address 1516 South Boston Avenue, Suite 215, Tulsa, Oklahoma 74119, and BRANCH TOWERS III, LLC, a Delaware limited liability company ("Assignee"), whose address is 1516 South Boston Avenue, Suite 215, Tulsa, Oklahoma 74119.

BACKGROUND RECITALS:

A. Assignor, as lessee, and Gateway Church, a Colorado non-profit corporation, as lessor, are parties to that certain Option Site Ground Lease Agreement dated November 22, 2016, and evidenced by a Memorandum of Agreement dated November 22, 2016 and recorded January 10, 2017 in Document 217003097 of the Official Public Records, El Paso County, Colorado (together, the "Real Property Lease").

B. Assignor has agreed to transfer and assign to Assignee all of its right, title and interest in and to the Real Property Lease and Assignee has agreed to accept an assignment thereof.

C. The Real Property Lease covers the real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

OPERATIVE PROVISIONS:

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Background Recitals are true and correct and are incorporated herein by this reference.
2. Assignor hereby transfers and assigns to Assignee as of the Effective Date all of its right, title and interest in and to the Real Property Lease, together with any amendments to the Real Property Lease. Assignee hereby assumes and agrees to perform from and after the Effective Date all of the Assignor's obligations under the Real Property Lease upon the terms and conditions set forth in the Real Property Lease. From and after the Effective Date, Assignee shall be for all purposes the lessee under the Real Property Lease.
3. Except as expressly set forth herein, the terms of the Real Property Lease shall remain in full force and effect, unaltered by this Assignment.
4. Assignor hereby covenants, agrees and represents that, to the extent any consents are necessary to consummate the transaction contemplated hereby, they have been procured.
5. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument.

[Signatures appear on the following pages]

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

ASSIGNOR:

BRANCH TOWERS, LLC, a Delaware limited liability company

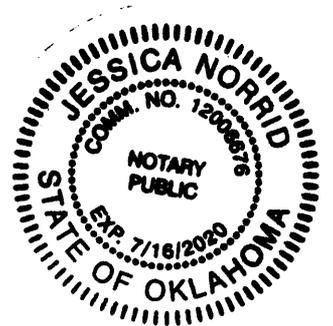
By: C. R. Branch
Curtis R. Branch, President and Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF Tulsa)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid Curtis R. Branch, President and Chief Executive Officer of BRANCH TOWERS, LLC, a Delaware limited liability company, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office this 01 day of January, 2017.

(Seal) Jessica Norrid
Notary Public
Print Name: Jessica Norrid



[Signatures continued on following page]

[Signatures continued from the previous page]

ASSIGNEE:

BRANCH TOWERS III, LLC, a Delaware limited liability company

By: *C. Branch*
Curtis R. Branch, President and Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF Tulsa)

Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid Curtis R. Branch, President and Chief Executive Officer of BRANCH TOWERS, LLC, a Delaware limited liability company, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office this 9 day of January, 2017.

(Seal) *Jessica Norrid*
Notary Public
Print Name: Jessica Norrid

AFTER RECORDING RETURN TO:

Branch Towers III, LLC
1516 South Boston Avenue, Suite 215
Tulsa, Oklahoma 74119



EXHIBIT A

PARENT TRACT DESCRIPTION

Lot 6 except the westerly 30 feet in Block 1 in Toy Ranches Estates, El Paso County, Colorado.

(WARRANTY DEED RECORDED IN DOCUMENT NUMBER 203196718, DEED RECORDS OF EL PASO COUNTY, COLORADO.)

PREPARED BY AND RETURN TO:

Branch Communications, LLC
1516 South Boston Avenue,
Suite 215
Tulsa, Oklahoma, 74119

Chuck Broerman
10/30/2017 03:09:22 PM
Doc \$0.00 7
Rec \$43.00 Pages

El Paso County, CO



217131893

FIRST AMENDMENT TO MEMORANDUM OF LEASE

This FIRST AMENDMENT TO MEMORANDUM OF LEASE (this "Amendment") is made effective as of October 25, 2017 (the "Effective Date"), by and between GATEWAY CHURCH, a Colorado non-profit corporation, ("Lessor"), and BRANCH TOWERS III, LLC, a Delaware limited liability company ("Lessee"), having an address at 1516 South Boston Avenue, Suite 215, Tulsa, Oklahoma 74119.

- A. Lessor is the fee owner of certain real property in the El Paso County, Colorado and further described in Exhibit A attached hereto and made a part hereof ("Lessor's Property")
- B. Lessor and Branch Towers, LLC, as Lessee, entered into a Site Lease with Option effective November 22, 2016 (the "Lease"), which Lease is evidenced by a Memorandum of Lease recorded January 10, 2017 as Document No. 217003097 of the El Paso County, Colorado Public Land Records (the "Memorandum").
- C. Effective January 9, 2017 Branch Towers, LLC assigned to Lessee all of its right, title, and interest in and to the Lease to Lessor pursuant to an Assignment and Assumption of Real Property Lease recorded February 14, 2017 in Instrument 217017755- of the El Paso County, Colorado Public Land Records.
- D. Lessee and Lessor have agreed to amend the Agreement to modify the description of the Lessee's property descriptions.

OPERATIVE PROVISIONS

The Memorandum is hereby modified to delete Exhibit B and to replace it with the attached Exhibit B (the Lessee's leased Premises).

- E. Except as expressly amended herein, the other terms of the Memorandum shall remain in full force and effect, unaltered by this Amendment.
- F. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement as amended by the First Amendment. In the event of any conflict between the terms of the Agreement and the terms of the First Amendment, the terms of the Agreement shall control. The Agreement as amended by the First Amendment shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

(Remainder of page intentionally left blank)

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

LESSOR: GATEWAY CHURCH,
A non-profit corporation

By: [Signature]
Name: Derek W. Sisseton

STATE OF COLORADO)
COUNTY OF EL PASO)

On this, the 24th day of October, 2017, before me, Stephan J. Kelly, as the undersigned officer, personally appeared Derek W. Sisseton authorized on behalf of Gateway Church, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
NOTARY PUBLIC
My Commission Expires: 12-2-2018
(Seal)

(Signatures and Acknowledgements Continued on Following Page)

LESSEE:

BRANCH TOWERS III, LLC, a Delaware limited liability company

By: *Curtis R. Branch*
Curtis R. Branch, President

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

On this, the 25 day of October, 2017, before me, Jessica Norrid, the undersigned officer, personally appeared Curtis R. Branch who acknowledged himself to be the President of Branch Towers III, LLC, a Delaware limited liability company, and that he as such, being authorized to do so, executed, the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Jessica Norrid
NOTARY PUBLIC
My Commission Expires: 7-16-20

(Seal)

EXHIBIT A

Description of Lessor's Property

PARENT TRACT DESCRIPTION

Lot 6 except the westerly 30 feet in Block 1 in Toy Ranches Estates, El Paso County, Colorado.

(WARRANTY DEED RECORDED IN DOCUMENT NUMBER 203196718, DEED RECORDS OF EL PASO COUNTY, COLORADO.)

EXHIBIT B
Description of Lessee's Premises

LEASE SITE DESCRIPTION

A tract of land lying in and being a part of Lot 6, Block 1, Toy Ranches Estates as shown in Plat Book 22, Page 48, Plat Records of El Paso County, Colorado and being further described in Document Number 203196718, Deed Records of El Paso County, Colorado; Said tract being more particularly described as follows:

Commencing at a 1/2" Iron Rebar found for the Northwest corner of said Lot 6, Block 1; Thence S 00°26'59" E on the West line of said Lot 6, a distance of 98.32 feet to a point on said West line; Thence N 89°33'01" E perpendicular to said West line, a distance of 93.49 feet to a 18" long 5/8" Iron Rebar, 18" in the ground with 1-1/4" orange plastic cap LS# 24318 set for the Northwest corner, said corner being the Point of Beginning; Thence N 89°32'30" E a distance of 40.00 feet to a 18" long 5/8" Iron Rebar, 18" in the ground with 1-1/4" orange plastic cap LS# 24318 set on the West line of an existing building for the Northeast corner; Thence S 00°27'30" E on the West line of said existing building a distance of 40.00 feet to a 18" long 5/8" Iron Rebar, 18" in the ground with 1-1/4" orange plastic cap LS# 24318 set for the Southeast corner; Thence S 89°32'30" W a distance of 40.00 feet to a 18" long 5/8" Iron Rebar, 18" in the ground with 1-1/4" orange plastic cap LS# 24318 set for the Southwest corner; Thence N 00°27'30" W a distance of 40.00 feet to the Point of Beginning, containing 1,600.00 square feet or 0.037 acres, more or less.

ACCESS/UTILITY EASEMENT DESCRIPTION

A 20.00 foot wide easement for ingress, egress and utility purposes crossing a part of Lot 6, Block 1, Toy Ranches Estates as shown in Plat Book 22, Page 48, Plat Records of El Paso County, Colorado and being further described in Document Number 203196718, Deed Records of El Paso County, Colorado; Said easement being 10.00 feet on each side of the following described centerline:

Commencing at a 1/2" Iron Rebar found for the Northwest corner of said Lot 6, Block 1; Thence S 00°26'59" E on the West line of said Lot 6, a distance of 151.90 feet to a point on said West line, said point being the Point of Beginning;
Thence N 89°40'24" E a distance of 83.50 feet to a point; Thence N 00°27'30" W distance of 63.76 feet to a point;
Thence N 89°32'30" E a distance of 50.00 feet to the point of termination. Sidelines of said easement to be shortened or extended such as to begin on the West Parent Tract Boundary line and being the East Public Right of Way line of North Marksheffel Road and terminate on the West line of an existing building.

UTILITY EASEMENT DESCRIPTION

An easement for utility purposes crossing a part of Lot 6, Block 1, Toy Ranches Estates as shown in Plat Book 22, Page 48, Plat Records of El Paso County, Colorado and being further described in Document Number 203196718, Deed Records of El Paso County, Colorado; Said easement being more particularly described as follows:

Commencing at a 1/2" Iron Rebar found for the Northwest corner of said Lot 6, Block 1; Thence S 00°26'59" E on the West line of said Lot 6, a distance of 109.60 feet to a point on said West line, said point being the Point of Beginning;
Thence N 86°19'11" E a distance of 93.64 feet to the point of termination. Sidelines of said easement to be shortened or extended such as to begin on the West Parent Tract Boundary line and being the East Public Right of Way line of North Marksheffel Road and terminate on the West line of the 0.037 acre Lease Site.

Chuck Broerman
07/07/2020 10:27:06 AM
Doc \$0.00 10
Rec \$58.00 Pages

El Paso County, CO



220096369

SECOND AMENDMENT TO OPTION SITE GROUND LEASE AGREEMENT

(CO-0015 Gateway Church)

This SECOND AMENDMENT TO OPTION SITE GROUND LEASE AGREEMENT (this "Amendment") is made effective as of June 23, 2020 (the "Effective Date"), by and between GATEWAY CHURCH, a Colorado non-profit corporation ("Lessor"), having an address at 5605 N Marksheffel Road, Colorado Springs, Colorado, 80923, and BRANCH TOWERS III, LLC, a Delaware limited liability company ("Lessee"), having an address at 7335 South Lewis Avenue, Suite 300, Tulsa, Oklahoma 74136.

BACKGROUND RECITALS

WHEREAS Lessor is the fee owner of certain real property in the County of El Paso, Colorado and further described in Exhibit A attached hereto ("Lessor's Property").

WHEREAS Lessor and Branch Towers, LLC entered into an Option Site Ground Lease Agreement (the "Agreement"), dated November 22, 2016, as evidenced by a Memorandum of Agreement ("Memorandum") recorded January 10, 2017 as Document No. 217003097 with the El Paso County, Colorado Public Land Records. Branch Towers, LLC assigned the Agreement to Lessee as evidenced by an Assignment and Assumption of Real Property Lease recorded February 14, 2017 in Document No. 217017755.

WHEREAS Lessor and Lessee amended the Agreement and Memorandum as evidenced by a First Amendment to the Memorandum of Agreement recorded October 30, 2017 in Document No. 217131893 in the El Paso County, Colorado public land records office, pertaining to a portion of the Lessor's property ("Lessee's Premises").

WHEREAS Lessee and Lessor have agreed to amend the Agreement to change the term of the Agreement to a term of fifty (50) years, provide for prepayment of all rent due for the entire term of the Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the sum ONE HUNDRED NINETY-TWO THOUSAND DOLLARS (\$192,000.00), the mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms. Capital Terms not defined in this Amendment have the meanings assigned to them in the Agreement.
2. Amendment to Term Section of Agreement. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 4 and all references to "Initial Term" and "Renewal Term" are hereby changed to "Term":

"4. Term. The term of this Agreement is for a period of fifty (50) years commencing on January 12, 2018 and ending on January 31, 2068 (the "Term"). If Lessee remains in possession of the Premises at the expiration of the Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Agreement."

3. Amendment to Rent Section of Agreement. Section 5 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 5:

4. Rent. Within seven (7) days of the Effective Date of the Amendment, Lessee shall pay Lessor, as rent, the lump-sum of ONE HUNDRED NINETY-TWO THOUSAND DOLLARS (\$192,000.00) (the "Lump-Sum Payment") for the remaining Term. Payment by Lessee of this Lump-Sum Payment plus any payments previously made constitute full payment of all rental payments (the "Rent") due by Lessee to Lessor and its successors and assigns during the entire Term, Lessor acknowledges and agrees that Lessee has no further obligation, after full payment of ONE HUNDRED NINETY-TWO THOUSAND DOLLARS (\$192,000.00), to pay any rental fees or other fees to Lessor during the Term, it being the intent of the parties that the payment of ONE HUNDRED NINETY-TWO THOUSAND DOLLARS (\$192,000.00) covers all rental payments and other fees due Lessor and its successors and assigns through the end of the Term."

5. Amendment to Interference Section of Agreement. Section 8 of the Agreement is hereby amended by deleting the phrase "or to terminate this Agreement" as it pertains to the Lessor's rights only from the last sentence of Section 8.

6. Amendment to Condemnation Section of Agreement. Section 11(a) is hereby deleted in its entirety and replaced with the following new Section 11(a):

"(a) If the Premises shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under a threat of condemnation, then Lessee but not Lessor shall have the right to terminate this Agreement, it being the intent of the parties to allow Lessee to negotiate with the condemning authority in the event Lessee desires to maintain Lessee's telecommunications facility on the Premises."

7. Amendment to Section 15 of the Agreement. Section 15 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 15:

"15. Repairs. Lessee shall keep and maintain the Premises in good, workmanlike condition, including, but not limited to, ensuring any gate or fencing is not bowed, warped, or distended, and that it is properly functioning; and that any church cross, emblem, and other signage that exists on Lessee Facilities is maintained in

substantially the same condition as upon the completion of construction of Lessee Facilities, reasonable wear and tear excepted. Any maintenance or repair not undertaken by Lessee within 60 days after receiving proper notice from Lessor in accordance with this Agreement, may be completed by Lessor in such manner as Lessor shall reasonably determine. Lessee shall reimburse Lessor, upon thirty (30) days' written notice, for any actual and reasonable expense incurred related to any maintenance or repair. Except as set forth in Section 7 above, upon expiration or termination hereof, Lessee shall remove its personal property.

8. Amendment to Section 16 of the Agreement. Section 16 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 16:

"16. Notices. All notices, requests, demands, payments, and other communication hereunder shall be in writing and shall be given by first class certified or registered mail, return receipt requested, or by a nationally-recognized courier service, to be effective when properly sent and received, refused, or returned undelivered, to the address set forth herein:

If to Lessor, to:

Gateway Church
5605 N Marksheffel Rd
Colorado Springs, CO 80923

If to Lessee, to:

Branch Towers III, LLC
7335 South Lewis Avenue, Suite 300
Tulsa, Oklahoma 74136

Any of the parties herein, by thirty (30) days prior written notice to the other, in the manner provided herein, may designate one or more different notice addresses from those set forth above.

9. Amendment to Section 18 of the Agreement. Section 18 of the Agreement is hereby deleted in its entirety and replaced with the following new Section 18:

"18. Defaults and Remedies/Termination. This Agreement may be terminated by Lessee for any reason or no reason. In consideration of Lessee's payment to Lessor of ONE HUNDRED NINETY-TWO THOUSAND DOLLARS (\$192,000.00), Lessor agrees that, in seeking any remedies for a Lessee default which is not cured within sixty (60) days of written notice from Lessor of such default (provided that any default of Lessee that is not cured within said sixty (60) - day period will not be a default so long as Lessee diligently proceeds to cure such default upon receipt of written notice from Lessor), Lessor may not terminate this Agreement but may seek other appropriate remedies and damages, it being the intent of Lessor and Lessee that Lessee shall have undisturbed possession of the Premises for the entire Term.

10. Relocation of Access and Utility Easement.

a) Lessor will have the right to relocate the non-exclusive access and utility easements, as described and depicted in Exhibit A and Exhibit B of the Agreement (the “Access and Utility Easements”), to an alternate location on the Premises. Such relocation will (1) be at Lessor’s sole cost and expense, (2) not result in any interruption of the communications service provided by Lessee on the Premises, and (3) be done in accordance with the terms and conditions contained in Sections 10(b) and 10(c) below.

b) Lessor will exercise its relocation right under Section 10(a), above, by delivering written notice (the “Notice”) to Lessee. In the Notice, Lessor will propose an alternate location on the Premises to which Lessee may relocate the Access and Utility Easements. Lessee will have sixty (60) days from the date it receives the Notice to evaluate Lessor’s alternate location to confirm it provides a substantially similar use for the Access and Utility Easements; in which case, Lessee shall approve such alternate location, in writing, within said sixty (60) - day period. If Lessee does not approve such alternate location, Lessee must provide the specific reason(s) the alternate location does not provide substantially similar use for the Access and Utility Easements. Lessor may then propose another alternate location by Notice to Lessee in the manner set forth above. Any alternate location which Lessor and Lessee agree upon in writing is referred to hereinafter as the “Relocation Easement”. If Lessor and Lessee agree to the proposed alternate site set forth in the Notice, the parties will enter into a written agreement concerning the location and dimensions of the Relocation Easement. Lessee will use its commercially reasonable efforts to complete the relocation of the Access and Utility Easements within a commercially acceptable timeframe, not to exceed twelve (12) months from execution of the written agreement. Lessor agrees the relocation of the Access and Utility Easements shall not interrupt Lessee’s daily operation of the tower site, including but not limited to access to the site (by foot and vehicle, including trucks) on a 24 hours a day, 7 days a week basis.

c) Lessor and Lessee hereby agree that the Relocation Easement may be surveyed by a licensed surveyor at the sole cost of Lessor, and such survey will then replace the previous survey and become a part hereof and will control or describe the Easement Areas.

11. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments, and documents, as the other party may reasonably request

in order to carry out the intent and accomplish the purposes of the Agreement as amended hereby.

12. Waiver. The failure by a party to enforce any provision of the Agreement, or to require performance by the other party, will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

13. Estoppel. Upon twenty (20) business days' prior written notice of either party, the non-requesting party will execute, acknowledge and deliver to the requesting party a statement in writing (i) certifying that the Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect), and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed.

14. Survival. Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

15. Compliance with Law. Lessee agrees to comply with all federal, state and local laws, orders, rules and regulations ("Laws") applicable to Lessee's use of the Premises. Lessor agrees to comply with all Laws relating to Lessor's ownership and use of the Property and any improvements on the Property.

16. Condition to Obligation for Lessee to Sign Amendment. Lessee is not obligated to sign this Amendment unless and until Lessee is satisfied with the state of title to the Premises, including that there are no mortgages, liens or encumbrances that could adversely affect the Agreement.

17. Amendment to Memorandum. Lessor and Lessee agree to enter into a Second Amendment to Memorandum of Agreement to reflect the modification to the Term of the Agreement.

18. No Other Changes. Except as expressly amended herein, the other terms of the Agreement shall remain in full force and effect, unaltered by this Amendment.

19. Counterparts. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

LESSOR: GATEWAY CHURCH,
A Colorado Non-Profit corporation

By: *Derek W. Sissel*
Name: Derek W. Sissel, President

STATE OF COLORADO)
)
COUNTY OF EL PASO)

On this, the 23 day of June, 2020, before me, Derek W. Sissel, the undersigned officer, personally appeared Derek W. Sissel, as authorized by Gateway Church personally known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Annerose England
NOTARY PUBLIC
My Commission Expires: 12.28.2022



(Seal)

(Signatures and Acknowledgements Continued on Following Page)

LESSEE:

BRANCH TOWERS III, LLC, a Delaware limited liability company

By: *Curtis R. Branch*
Curtis R. Branch, President

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

ss.

On this, the 19th day of June, 2020, before me, Lyn Stewart, the undersigned officer, personally appeared Curtis R. Branch who acknowledged himself to be the President of Branch Towers III, LLC, a Delaware limited liability company, and that he as such, being authorized to do so, executed, the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal

Lyn Stewart
NOTARY PUBLIC

My Commission Expires: 4/8/2023

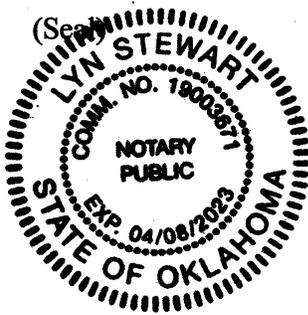


EXHIBIT A

Description of Lessor's Property

The land referred to herein is situated in the State of Colorado, County of El Paso, described as follows:

LOT 6, BLOCK 1, TOY RANCHES ESTATES, EXCEPT FOR THE WESTERLY 30 FEET THEREOF CONVEYED TO EL PASO COUNTY IN DEEDS RECORDED IN BOOK 2896 AT PAGE 766 AND UNDER RECEPTION NO. 203227785.

EXHIBIT B
Description of Lessee's Premises

LEASE SITE DESCRIPTION

A tract of land lying in and being a part of Lot 6, Block 1, Toy Ranches Estates as shown in Plat Book 22, Page 48, Plat Records of El Paso County, Colorado and being further described in Document Number 203196718, Deed Records of El Paso County, Colorado; Said tract being more particularly described as follows:

Commencing at a 1/2" Iron Rebar found for the Northwest corner of said Lot 6, Block 1; Thence S 00°26'59" E on the West line of said Lot 6, a distance of 98.32 feet to a point on said West line; Thence N 89°33'01" E perpendicular to said West line, a distance of 93.49 feet to a 18" long 5/8" Iron Rebar, 18" in the ground with 1-1/4" orange plastic cap LS# 24318 set for the Northwest corner, said corner being the Point of Beginning; Thence N 89°32'30" E a distance of 40.00 feet to a 18" long 5/8" Iron Rebar, 18" in the ground with 1-1/4" orange plastic cap LS# 24318 set on the West line of an existing building for the Northeast corner; Thence S 00°27'30" E on the West line of said existing building a distance of 40.00 feet to a 18" long 5/8" Iron Rebar, 18" in the ground with 1-1/4" orange plastic cap LS# 24318 set for the Southeast corner; Thence S 89°32'30" W a distance of 40.00 feet to a 18" long 5/8" Iron Rebar, 18" in the ground with 1-1/4" orange plastic cap LS# 24318 set for the Southwest corner; Thence N 00°27'30" W a distance of 40.00 feet to the Point of Beginning, containing 1,600.00 square feet or 0.037 acres, more or less.

ACCESS/UTILITY EASEMENT DESCRIPTION

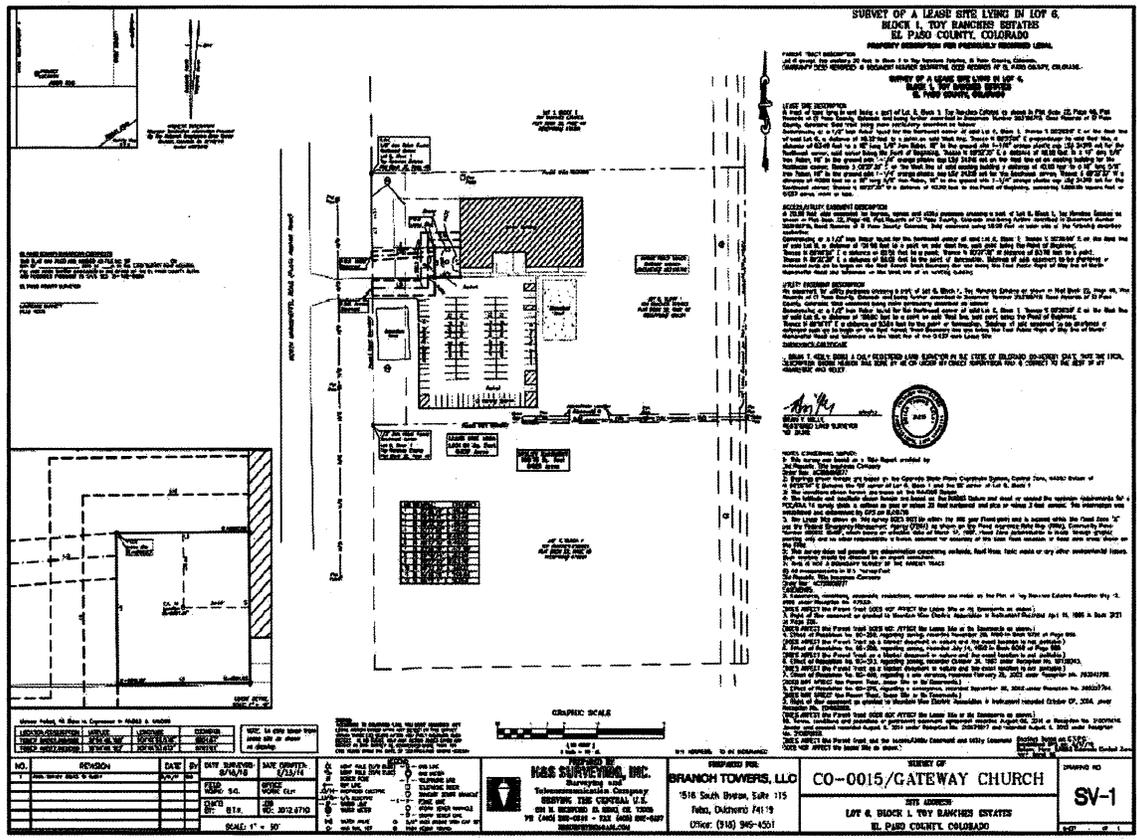
A 20.00 foot wide easement for ingress, egress and utility purposes crossing a part of Lot 6, Block 1, Toy Ranches Estates as shown in Plat Book 22, Page 48, Plat Records of El Paso County, Colorado and being further described in Document Number 203196718, Deed Records of El Paso County, Colorado; Said easement being 10.00 feet on each side of the following described centerline:

Commencing at a 1/2" Iron Rebar found for the Northwest corner of said Lot 6, Block 1; Thence S 00°26'59" E on the West line of said Lot 6, a distance of 151.90 feet to a point on said West line, said point being the Point of Beginning; Thence N 89°40'24" E a distance of 83.50 feet to a point; Thence N 00°27'30" W distance of 63.76 feet to a point; Thence N 89°32'30" E a distance of 50.00 feet to the point of termination. Sidelines of said easement to be shortened or extended such as to begin on the West Parent Tract Boundary line and being the East Public Right of Way line of North Marksheffel Road and terminate on the West line of an existing building.

UTILITY EASEMENT DESCRIPTION

An easement for utility purposes crossing a part of Lot 6, Block 1, Toy Ranches Estates as shown in Plat Book 22, Page 48, Plat Records of El Paso County, Colorado and being further described in Document Number 203196718, Deed Records of El Paso County, Colorado; Said easement being more particularly described as follows:

Commencing at a 1/2" Iron Rebar found for the Northwest corner of said Lot 6, Block 1; Thence S 00°26'59" E on the West line of said Lot 6, a distance of 109.60 feet to a point on said West line, said point being the Point of Beginning; Thence N 86°19'11" E a distance of 93.64 feet to the point of termination. Sidelines of said easement to be shortened or extended such as to begin on the West Parent Tract Boundary line and being the East Public Right of Way line of North Marksheffel Road and terminate on the West line of the 0.037 acre Lease Site.



PREPARED BY AND RETURN TO:

Curtis Branch
Branch Communications,
7335 South Lewis Avenue, Suite,300
Tulsa, Oklahoma, 74136

Chuck Broerman
07/07/2020 10:27:06 AM
Doc \$0.00 7
Rec \$43.00 Pages

El Paso County, CO



220096370

SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT

This SECOND AMENDMENT TO MEMORANDUM OF AGREEMENT (this "Amendment") is made effective as of June 23, 2020 (the "Effective Date"), by and between GATEWAY CHURCH, a Colorado non-profit corporation ("Lessor"), having an address at 5605 N Marksheffel Road, Colorado Springs, Colorado, 80923, and BRANCH TOWERS III, LLC, a Delaware limited liability company ("Lessee"), having an address at 1516 South Boston Avenue, Suite 215, Tulsa, Oklahoma 74119.

Lessor and Lessee's predecessor in interest, are parties to an Option Site Ground Lease Agreement, dated February November 22, 2016 (the "Agreement"), entered into for the purpose of permitting Lessee to install, operate and maintain a telecommunications facility on a portion of Lessor's real property described in terms more fully set forth in the Agreement. Capitalized terms not defined in this Amendment have the meanings assigned to them in the Agreement.

1. The Agreement is evidenced by Memorandum of Agreement recorded January 10, 2017 as Document No. 217003097 with the El Paso County, Colorado public land records office. (the "Memorandum"). The Agreement was assigned to Lessee as evidenced by an Assignment and Assumption of Real Property Lease recorded February 14, 2017 in Document No. 217017755 and later amended as evidenced by the First Amendment to the Memorandum of Agreement recorded October 30, 2017 in Document No. 217131893 in the El Paso County, Colorado public land records office.

2. Lessor and Lessee have entered into a Second Amendment to Option Site Ground Lease Agreement dated the same date as this Amendment (the "Second Amendment") to provide for prepayment of all Rent due under the Lease and to modify the Term of the Lease.

3. In consideration of the payment of all Rent for the entire Term, the Memorandum is hereby amended to delete Section 2 of the Memorandum and replace it with the following new Section 2 as follows:

"2. The term of this Agreement is for a period of fifty (50) years commencing on January 12, 2018 and ending on January 31, 2068 (the "Term"). If Lessee remains in possession of the Premises at the expiration of the Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Agreement."

4. Except as expressly amended herein, the other terms of the Memorandum shall remain in full force and effect, unaltered by this Amendment.

5. In the event of any conflict between the terms of the Agreement and the terms of the Second Amendment, the terms of the Second Amendment shall control. The Agreement as amended by the Second Amendment shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

(Remainder of page intentionally left blank)

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

LESSOR: GATEWAY CHURCH
A Colorado non-profit corporation

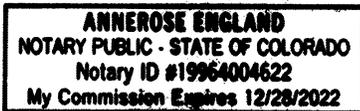
By: [Signature]
Derek W. Sissel, President

STATE OF Colorado)
~~OKLAHOMA~~)
COUNTY OF El Paso)

On this, the 23 day of June, 2020, before me, Derek W. Sissel, the undersigned officer, personally appeared Derek W. Sissel, as authorized by Gateway Church, personally known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
NOTARY PUBLIC
My Commission Expires: 12.28.2022



(Seal)

(Signatures and Acknowledgements Continued on Following Page)

LESSEE:

BRANCH TOWERS III, LLC, a Delaware limited liability company

By: 
Curtis R. Branch, President

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

On this, the 19th day of June, 2020, before me Lyn Stewart, the undersigned officer, personally appeared Curtis R. Branch who acknowledged himself to be the President of Branch Towers III, LLC, a Delaware limited liability company, and that he as such, being authorized to do so, executed, the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal,


NOTARY PUBLIC
My Commission Expires: 4/8/2023

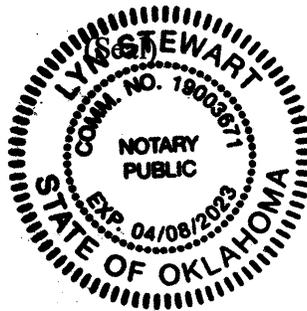


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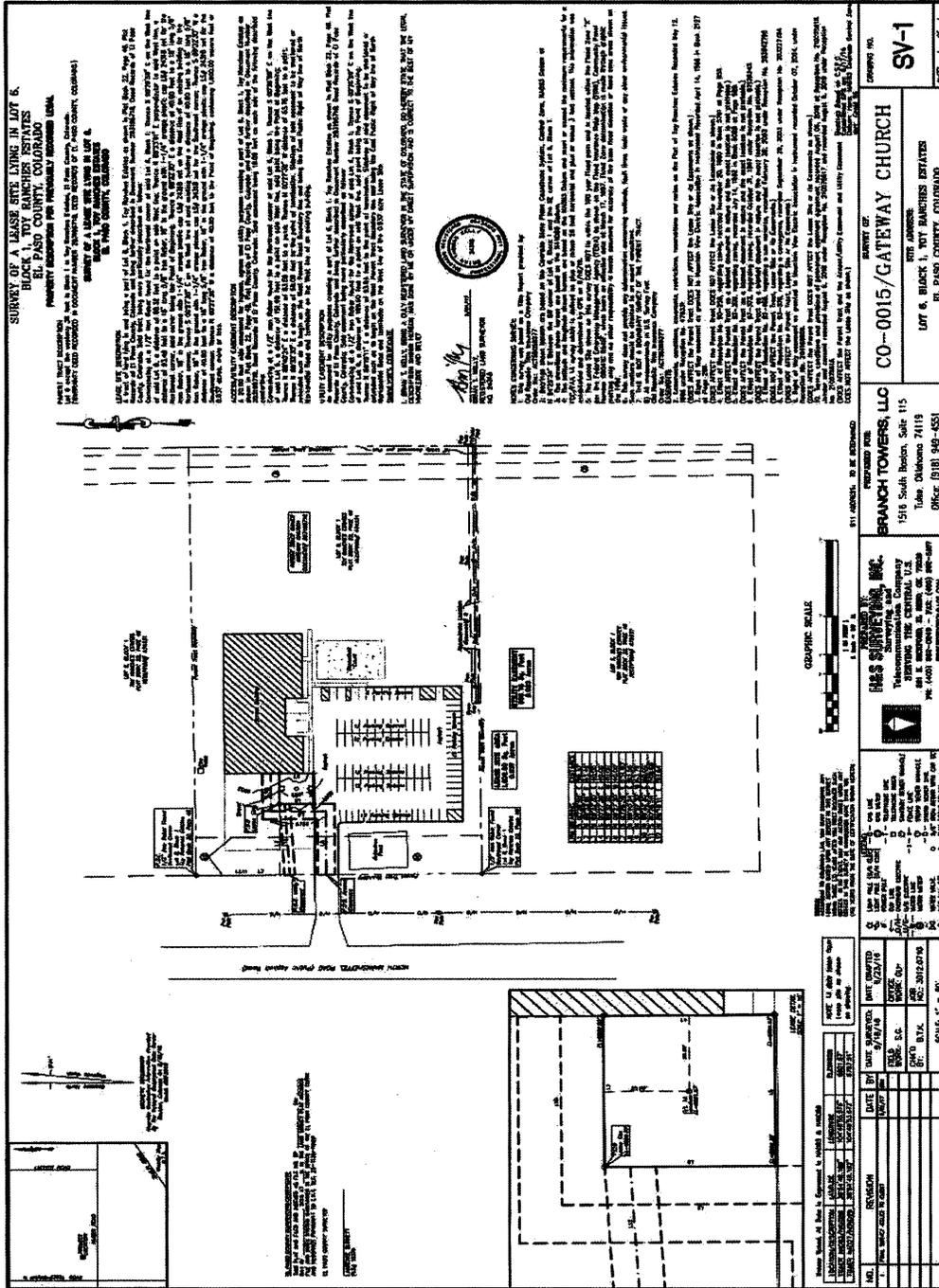
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CO0015 Gateway Church



BRANCH TOWERS, LLC
 1916 South Boston, Suite 115
 Tulsa, Oklahoma 74119
 DRG-C (018) 949-4551

BRANCH TOWERS, INC.
 1916 South Boston, Suite 115
 Tulsa, Oklahoma 74119
 DRG-C (018) 949-4551

GRAPHIC SCALE
 1" = 100'

DATE BY
 DATE CHECKED
 DATE APPROVED

SCALE 1" = 50'

**SUBWAY OF A LARGE SITE LYING IN LOT 6,
 BLOCK 1, BOY RANCHER ESTATES
 EL PASO COUNTY, COLORADO**

PERMIT APPLICATION FOR PRELIMINARY RECORDING ONLY

**PROPERTY OF A LARGE SITE LYING IN LOT 6,
 BLOCK 1, BOY RANCHER ESTATES
 EL PASO COUNTY, COLORADO**

PREPARED FOR:
 BRANCH TOWERS, LLC
 1916 South Boston, Suite 115
 Tulsa, Oklahoma 74119
 DRG-C (018) 949-4551

PREPARED BY:
 BRANCH TOWERS, INC.
 1916 South Boston, Suite 115
 Tulsa, Oklahoma 74119
 DRG-C (018) 949-4551

DATE BY
 DATE CHECKED
 DATE APPROVED

SCALE 1" = 50'

CO-0015/GATEWAY CHURCH

SV-1

EL PASO COUNTY, COLORADO