

Market: AR / OK  
Cell Site Number: TU0414  
Cell Site Name: First Baptist BA WT  
Fixed Asset Number: 10070642

## SECOND AMENDMENT TO TOWER SITE USE/LEASE AGREEMENT

THIS SECOND AMENDMENT TO TOWER SITE USE/LEASE AGREEMENT ("**Amendment**") dated as of the later date below ("**Effective Date**") is by and between City of Broken Arrow, an Oklahoma municipal corporation, having a mailing address at 220 South First Street, Broken Arrow, OK 74012 ("**City**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**").

WHEREAS, City and Tenant entered into a Tower Site Use/Lease Agreement dated November 10, 2005, as amended by First Amendment to Tower Site Use/Lease Agreement dated November 19, 2023, whereby City leased to Tenant certain Premises, therein described, that are a portion of the Property located at 3099 North Elm Place, Broken Arrow, OK 74012 (collectively, the "**Lease**"); and

WHEREAS, the term of the Lease is scheduled to expire on February 7, 2026, and the parties mutually desire to renew the Lease, memorialize such renewal period and modify the Lease in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, City and Tenant desire to amend the Lease to extend the term of the Lease; and

WHEREAS, City and Tenant desire to adjust the Rent in conjunction with the modifications to the Lease contained herein; and

WHEREAS, City and Tenant, in their mutual interest, wish to amend the Lease as set forth below accordingly.

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

1. **Term.** The term of the Lease shall be amended to provide that the current term, which commenced on February 8, 2021, shall expire on February 7, 2026 ("**Current Term**"), and commencing on February 8, 2026, will be automatically renewed, upon the same terms and conditions of the Lease, for six (6) additional five (5) year terms (each a "**Renewal Term**"). Hereafter, "**Term**" shall include the Current Term and any applicable Renewal Term. The Terms will automatically renew without further action by Tenant, unless Tenant notifies City in writing of Tenant's intention not to renew the Lease at least sixty (60) days prior to the expiration of the

Current Term or any Renewal Term. City agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Lease as permitted prior to the first Renewal Term.

2. **Modification of Rent.** Commencing on February 8, 2026, the current Rent payable under the Lease shall be One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per month, and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

3. **Future Rent Increase / Monthly Payments.** The Lease is amended to provide that commencing on February 1, 2027, and every year thereafter, Rent shall increase by two percent (2%) over the Rent paid during the previous year.

4. **Acknowledgement.** City acknowledges that: 1) this Amendment is entered into of the City's free will and volition; 2) City has read and understands this Amendment and the underlying Lease and, prior to execution of this Amendment, was free to consult with counsel of its choosing regarding City's decision to enter into this Amendment and to have counsel review the terms and conditions of this Amendment; 3) City has been advised and is informed that should City not enter into this Amendment, the underlying Lease between City and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

5. **Charges.** All charges payable under the Lease such as utilities and taxes shall be billed by City within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by City, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by City. The provisions of this subsection shall survive the termination or expiration of the Lease.

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

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

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

**CITY:**  
City of Broken Arrow,  
an Oklahoma municipal corporation

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

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: **MICHAEL BRIDWELL**  
**Area Mgr - Const & Eng**

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 4/6/24

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE]

**CITY ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I CERTIFY that on \_\_\_\_\_, 202\_\_,  
\_\_\_\_\_ [name of representative] personally came before me and  
acknowledged under oath that he or she:

- (a) is the \_\_\_\_\_ [title] of **City of Broken Arrow, an Oklahoma municipal corporation**, the corporation named in the attached instrument;
- (b) was authorized to execute this instrument on behalf of the corporation; and
- (c) executed the instrument as the act of the corporation.

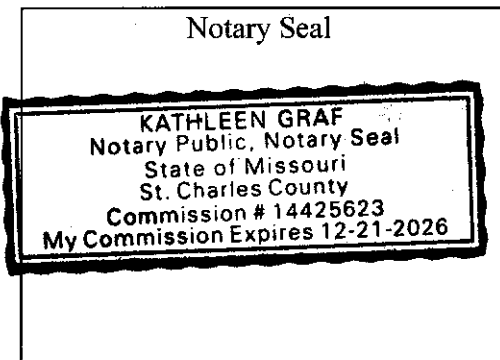
\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**TENANT ACKNOWLEDGEMENT**

STATE OF Missouri )  
 ) SS.  
COUNTY OF St Charles )

I certify that I know or have satisfactory evidence that Michael Bradwell is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Area Mgr - Const & Eng. of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 6 June 2024.



Kathleen Graf  
(Signature of Notary)

Kathleen Graf  
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of

Missouri

My appointment expires: 12/21/2026