

THE SECOND AMENDMENT TO CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS SITE USE/LEASE AGREEMENT

This Second Amendment to Cellco Partnership D/B/A Verizon Wireless Site Use/Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Broken Arrow**, an Oklahoma municipality corporation ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Cellco Partnership D/B/A Verizon Wireless Site Use/Lease Agreement dated June 19, 2006 (the "**Original Lease**"), as amended by that certain First Amendment to Cellco Partnership D/B/A Verizon Wireless Site Use/Lease Agreement dated June 20, 2022 (the "**First Amendment**") (the Original Lease and the First Amendment, as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **fifteen thousand and xx/100 Dollars (\$15,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before July 25, 2024; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.

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2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on July 1, 2006 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on June 30, 2046. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of seven (7) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.
3. **Rent and Escalation.** As of the Effective Date, the Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease, is equal to **one thousand six hundred seventy-two and 96/100 Dollars (\$1,672.96)** per month (the "**Rent**"). Commencing on July 1, 2026, and on the beginning of each Renewal Term thereafter, Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to **fifteen percent (15%)** of the then current Rent. 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. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Broken Arrow OK**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in the Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole

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cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Non-Compete**. The Parties acknowledge and agree that Section 4 of the First Amendment is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to any non-compete provision in the Lease, as modified by this Amendment shall be controlled by this Section of this Amendment. During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of the Lease, as modified by this Amendment, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "***Third Party Competitor***") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.

6. **Limited Right of First Refusal**. The Parties acknowledge and agree that Section 5 of the First Amendment is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's right of first refusal shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "***Offer***"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

7. **Landlord Statements**. Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii)

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Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

8. **Confidentiality.** The Parties acknowledge and agree that Section 19 of the Original Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to confidentiality shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.

9. **Notices.** The Parties acknowledge and agree that Section 13 of the Original Lease and Section 7 of the First Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 312 East Washington Street, Broken Arrow, OK 74012; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Taxes.** The Parties acknowledge and agree that Section 10 of the Original Lease and Section 12 of the First Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.
12. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

City of Broken Arrow,
a Oklahoma municipality corporation,

Signature: _____

Print Name: Debra Wimpee

Title: Mayor

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company
Title: Attorney-in-Fact

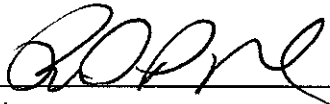
Signature: 
Print Name: Richard P. Palermo
Title: Senior Counsel, US Tower
Date: 6/25/24

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

The SW/4 SE/4 of Section 14, Township 18 North, Range 14 East of the Indian Base and Meridian, less and except the West 215 feet of the North 300 feet of the South 330 feet, all containing 38.5 acres more or less. (WARRANTY DEED RECORDED IN VOLUME 6162, PAGE 1702, DEED RECORDS OF TULSA COUNTY, OKLAHOMA)

AND

The West 215.0 feet of the North 300.0 feet of the South 330.0 feet of the Southwest Quarter of the Southeast Quarter (SW/4 of SE/4) of Section 14, Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof. (WARRANTY DEED RECORDED IN VOLUME 5622, PAGE 1837, DEED RECORDS OF TULSA COUNTY, OKLAHOMA)

Being situated in the County of Tulsa, State of Oklahoma, and being known as
Tulsa County APN: 98414-84-14-24190.

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EXHIBIT A (CONTINUED)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A tract of land lying in and being a part of a certain 38.50 acre tract situated in the Southeast Quarter (SE/4) of Section 14, Township 18 North, Range 14 East as described in Volume 6162, Page 1702 and in Volume 5622, Page 1837, Deed Records of Tulsa County, Oklahoma and being more particularly described as follows:

Commencing at a 1 1/4" iron rod found for the Southwest Corner of said Southeast Quarter (SE/4); Thence N 01°17'41" W on a West line of said Southeast Quarter (SE/4), a distance of 741.35 feet to a point; Thence N 88°42'19" E a distance of 5.83 feet to a 1/2" iron rod with cap set for corner, said corner being the Point of Beginning; Thence N 01°09'39" W a distance of 32.00 feet to a 1/2" iron rod with cap set for corner; Thence N 88°50'21" E a distance of 15.00 feet to a 1/2" iron rod with cap set for corner; Thence S 01°09'39" E a distance of 32.00 feet to a 1/2" iron rod with cap set for corner; Thence S 88°50'21" W a distance of 15.00 feet to the Point of Beginning, containing 480.00 square feet or 0.011 acres, more or less.

EXHIBIT A (CONTINUED)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

LESSEE'S 15' UTILITY EASEMENT DESCRIPTION

A 15.00 foot wide easement for utility purposes crossing a part of the Southeast Quarter (SE/4) of Section 14, Township 18 North, Range 14 East as described in Volume 6162, Page 1702 and in Volume 5622, Page 1837, Deed Records of Tulsa County, Oklahoma; Said 15.00 foot wide easement being 7.50 feet on each side of the following described centerline:

Commencing at a 1/2" iron rod with cap set for the Southwest corner of the above described 0.011 acre lease site; Thence N 88°50'21" E a distance of 7.50 feet to a point on the South line of said lease site, said point being the Point of Beginning; Thence S 25°13'25" E a distance of 70.62 feet to a point; Thence S 00°20'43" W a distance of 169.64 feet point; Thence S 03°41'04" E a distance of 168.07 feet to a point; Thence N 88°48'37" W a distance of 39.83 feet to a point of termination at an existing Power Pole. Side lines of said 15.00 foot wide easement to be shortened or extended such as to begin on the South and East line of said 0.011 acre Lessee's lease site and terminate at an existing power pole.

LESSEE'S 10' ACCESS EASEMENT DESCRIPTION

A 10.00 foot wide easement for ingress and egress purposes crossing a part of the Southeast Quarter (SE/4) of Section 14, Township 18 North, Range 14 East as described in Volume 6162, Page 1702 and in Volume 5622, Page 1837, Deed Records of Tulsa County, Oklahoma; Said 10.00 foot wide easement being 5.00 feet on each side of the following described centerline: Commencing at a 1/2" iron rod with cap set for the Northeast corner of the above described 0.011 acre lease site; Thence N 88°50'21" E a distance of 5.00 feet to a point on an extension of the North line of said lease site, said point being the Point of Beginning; Thence S 01°09'39" E a distance of 73.50 feet to a point; Thence S 10°41'42" W a distance of 39.46 feet to a point; Thence S 04°16'09" W a distance of 46.87 feet to a point; Thence S 01°13'13" E a distance of 190.30 feet to a point; Thence S 04°14'19" E a distance of 192.99 feet to a point; Thence S 01°45'56" E a distance of 181.49 feet to a point of termination on the North right of way line of East 91st. Street South. Side lines of said 10.00 foot wide easement to be shortened or extended such as to begin on the extension of the North line of said 0.011 acre Lessee's lease site and terminate on the North Right-of-way line of East 91st. Street South, a public road to the South.

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EXHIBIT B

FORM OF MEMORANDUM OF LEASE

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Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801

Attn: Land Management/Andrew Sherman, Esq.
ATC Site No: 414740
ATC Site Name: ARROWHEAD_PARK_OK OK
Assessor's Parcel No(s): 98414-84-14-24190

Prior Recorded Lease Reference:

Doc #2022088986
State of Oklahoma
County of Tulsa

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Broken Arrow**, a Oklahoma municipality corporation ("**Landlord**") and **Celco Partnership d/b/a Verizon Wireless** ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Celco Partnership D/B/A Verizon Wireless Site Use/Lease Agreement dated June 19, 2006 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be June 30, 2081. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such

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replacement, including, without limitation, amendments to this Memorandum and to the Lease.

5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 312 East Washington Street, Broken Arrow, OK 74012; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, 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. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Broken Arrow,
a Oklahoma municipality corporation,

Signature: _____
Print Name: Debra Wimpee
Title: Mayor
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202__, before me, the undersigned Notary Public, personally appeared Debra Wimpee, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: *[Handwritten Signature]*
Print Name: Richard P. Palermo
Title: Senior Counsel. US Tower
Date: 6/25/24

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 25 day of June, 2024, before me, the undersigned Notary Public, personally appeared Richard P. Palermo, Sr. Counsel, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten Signature]
Notary Public
Print Name: Renata F. Sando
My commission expires: _____



Renata F. Sando
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
June 2, 2028

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

The SW/4 SE/4 of Section 14, Township 18 North, Range 14 East of the Indian Base and Meridian, less and except the West 215 feet of the North 300 feet of the South 330 feet, all containing 38.5 acres more or less. (WARRANTY DEED RECORDED IN VOLUME 6162, PAGE 1702, DEED RECORDS OF TULSA COUNTY, OKLAHOMA)

AND

The West 215.0 feet of the North 300.0 feet of the South 330.0 feet of the Southwest Quarter of the Southeast Quarter (SW/4 of SE/4) of Section 14, Township 18 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof. (WARRANTY DEED RECORDED IN VOLUME 5622, PAGE 1837, DEED RECORDS OF TULSA COUNTY, OKLAHOMA)

Being situated in the County of Tulsa, State of Oklahoma, and being known as
Tulsa County APN: 98414-84-14-24190.

ATC Site No: 414740
VZW Site No: 167376
Site Name: ARROWHEAD_PARK_OK OK

EXHIBIT A (CONTINUED)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A tract of land lying in and being a part of a certain 38.50 acre tract situated in the Southeast Quarter (SE/4) of Section 14, Township 18 North, Range 14 East as described in Volume 6162, Page 1702 and in Volume 5622, Page 1837, Deed Records of Tulsa County, Oklahoma and being more particularly described as follows:

Commencing at a 1 1/4" iron rod found for the Southwest Corner of said Southeast Quarter (SE/4); Thence N 01°17'41" W on a West line of said Southeast Quarter (SE/4), a distance of 741.35 feet to a point; Thence N 88°42'19" E a distance of 5.83 feet to a 1/2" iron rod with cap set for corner, said corner being the Point of Beginning; Thence N 01°09'39" W a distance of 32.00 feet to a 1/2" iron rod with cap set for corner; Thence N 88°50'21" E a distance of 15.00 feet to a 1/2" iron rod with cap set for corner; Thence S 01°09'39" E a distance of 32.00 feet to a 1/2" iron rod with cap set for corner; Thence S 88°50'21" W a distance of 15.00 feet to the Point of Beginning, containing 480.00 square feet or 0.011 acres, more or less.

EXHIBIT A (CONTINUED)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

LESSEE'S 15' UTILITY EASEMENT DESCRIPTION

A 15.00 foot wide easement for utility purposes crossing a part of the Southeast Quarter (SE/4) of Section 14, Township 18 North, Range 14 East as described in Volume 6162, Page 1702 and in Volume 5622, Page 1837, Deed Records of Tulsa County, Oklahoma; Said 15.00 foot wide easement being 7.50 feet on each side of the following described centerline:

Commencing at a 1/2" iron rod with cap set for the Southwest corner of the above described 0.011 acre lease site; Thence N 88°50'21" E a distance of 7.50 feet to a point on the South line of said lease site, said point being the Point of Beginning; Thence S 25°13'25" E a distance of 70.62 feet to a point; Thence S 00°20'43" W a distance of 169.64 feet point; Thence S 03°41'04" E a distance of 168.07 feet to a point; Thence N 88°48'37" W a distance of 39.83 feet to a point of termination at an existing Power Pole. Side lines of said 15.00 foot wide easement to be shortened or extended such as to begin on the South and East line of said 0.011 acre Lessee's lease site and terminate at an existing power pole.

LESSEE'S 10' ACCESS EASEMENT DESCRIPTION

A 10.00 foot wide easement for ingress and egress purposes crossing a part of the Southeast Quarter (SE/4) of Section 14, Township 18 North, Range 14 East as described in Volume 6162, Page 1702 and in Volume 5622, Page 1837, Deed Records of Tulsa County, Oklahoma; Said 10.00 foot wide easement being 5.00 feet on each side of the following described centerline: Commencing at a 1/2" iron rod with cap set for the Northeast corner of the above described 0.011 acre lease site; Thence N 88°50'21" E a distance of 5.00 feet to a point on an extension of the North line of said lease site, said point being the Point of Beginning; Thence S 01°09'39" E a distance of 73.50 feet to a point; Thence S 10°41'42" W a distance of 39.46 feet to a point; Thence S 04°16'09" W a distance of 46.87 feet to a point; Thence S 01°13'13" E a distance of 190.30 feet to a point; Thence S 04°14'19" E a distance of 192.99 feet to a point; Thence S 01°45'56" E a distance of 181.49 feet to a point of termination on the North right of way line of East 91st. Street South. Side lines of said 10.00 foot wide easement to be shortened or extended such as to begin on the extension of the North line of said 0.011 acre Lessee's lease site and terminate on the North Right-of-way line of East 91st. Street South, a public road to the South.