

FIRST AMENDMENT TO
SITE USE/LEASE AGREEMENT

This First Amendment to Site Use/Lease Agreement ("**Amendment**") is made and entered into as of the 2nd day of December, 2014 by and between the **City of Broken Arrow**, an Oklahoma municipal corporation ("**Lessor**"), and **Cellco Partnership**, d/b/a Verizon Wireless ("**Lessee**"). The Lessor and Lessee are at times collectively referred to herein as the "**Parties**" or individually as the "**Party**".

WHEREAS, Lessor and Lessee entered into the Site Use/Lease Agreement dated April 3, 2006 (the "**Agreement**"), pursuant to which Lessee leases space on Lessor's tower and a portion of the property located at 809 East Kenosha Street, Broken Arrow, Tulsa County, Oklahoma 74012 (the "**Property**");


WHEREAS, Lessor and Lessee desire to amend the Agreement in order to modify Lessee's Antenna Facilities at the Property.

NOW, THEREFORE, in consideration of the promises hereinafter made and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to be legally bound by this Amendment and to amend the Agreement as follows:

1. Any capitalized term used in this Amendment that is not defined herein has the meaning given that term in the Agreement.
2. Lessor hereby consents to Lessee's replacement of (9) existing antennas with (9) new antennas, and Lessee's addition of (3) RRH's, (1) Raycap box and (1) fiber hybrid cable to Lessee's existing Antenna Facilities at the Property.
3. Commencing on the earlier of: (i) the first day of the month following Lessee's commencement of installation of its new equipment, or (ii) January 1, 2015, annual rent shall increase by One Thousand and Eight Hundred Dollars (\$1,800.00) per year (the "**Additional Rent**"), partial year to be prorated. Rent, including the Additional Rent, shall continue to increase as provided in Paragraph 5(a) of the Agreement.
4. Lessor and Lessee each warrant to the other that the person executing this Amendment on behalf of the warranting Party has the full right, power and authority to enter into, and execute, this Amendment on that Party's behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.
5. Except as specifically provided in this Amendment, the Agreement shall remain in full force and effect and shall continue to be binding upon, and enforceable against, Lessor and Lessee in accordance with its terms. All covenants, terms and obligations of the Agreement not modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this Amendment shall control in the event of any inconsistency or discrepancy between the Agreement and this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective the day and year first above written.

Approved as to Form:


Name: Kimberly Slinkard
Title: Assistant City Attorney


ATTEST:


(Seal) CITY CLERK



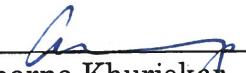
LESSOR:

City of Broken Arrow,
an Oklahoma municipal corporation

By: 
Name: Craig Thurmond
Title: Mayor
Date: Dec. 2, 2014

LESSEE:

Cellco Partnership
d/b/a Verizon Wireless

By: 
Aparna Khurjekar
Area Vice President Network
Date: 6 NOV 2014