

Lessee Site ID: Kenosha Street /5000312188

## SECOND AMENDMENT TO SITE USE/LEASE AGREEMENT

This Second Amendment to Site Use/Lease Agreement (this “**Amendment**”) is made as of the last signature date hereof (the “**Amendment Effective Date**”), by and between **City of Broken Arrow**, an Oklahoma municipal corporation (“**Lessor**”), and **Cellco Partnership**, a Delaware general partnership d/b/a Verizon Wireless, with its principal address of One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“**Lessee**”). Lessor and Lessee are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

### RECITALS

**WHEREAS**, Lessor and Lessee are party to that certain Site Use/Lease Agreement dated April 3, 2006, as amended by that First Amendment to Site Use/Lease Agreement dated December 2, 2014 (together, 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, and as further described therein (the “**Property**”);

**WHEREAS**, the Agreement is set to expire on April 30, 2026; and

**WHEREAS**, Lessor and Lessee desire to amend the Agreement to extend the term and to modify certain provisions of the Agreement as more fully set forth herein.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Capitalized terms not defined herein shall have the same meanings ascribed to such terms in the Agreement.
2. Extension Term. The Parties agree to extend the term of the Agreement for a period of five (5) years (“Initial Extension Term”), commencing on May 1, 2026 (the “New Commencement Date”). Thereafter, the Agreement shall automatically be extended for three (3) additional extension terms, each for a period of five (5) years (the “Additional Extension Terms”), unless Lessee notifies Lessor in writing of Lessee’s intention to terminate at least six (6) months prior to the expiration of the then-current term. During the Initial Extension Term and any Additional Extension Term, all terms and conditions of the Agreement shall remain in full force and effect, except as modified herein.
3. Rent.
  - a. Beginning on the New Commencement Date, the annual Rent shall be Thirty-Three Thousand Four Hundred Six and 35/100 Dollars (\$33,406.35), to be paid in equal monthly installments to Lessor.

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- b. As additional consideration for this Amendment, Lessee shall pay Lessor a one-time, non-refundable, signing bonus of Two Thousand Seven Hundred Eighty-Three and 00/100 Dollars (\$2,783.00). Such signing bonus shall be paid within ninety (90) days of the Amendment Effective Date.
4. Rent Escalator. Commencing on the first anniversary of the New Commencement Date and on each anniversary of such date during the remaining term of the Agreement, the annual Rent shall increase by an amount equal to 2% of the annual Rent payable for the preceding lease year.
5. Notice. Lessee's notice address in Section 13 of the Agreement is hereby amended to be as follows:

**LESSEE:** Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

With a copy to: Basking Ridge Mail Hub  
Attention: Legal Intake  
One Verizon Way  
Basking Ridge, NJ 07920

6. In the event of any inconsistencies between this Amendment and the Agreement, the provisions of this Amendment shall prevail. Except as modified herein, all of the terms and conditions of the Agreement remain in full force and effect.

[Signatures on the following page.]

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IN WITNESS WHEREOF, the Parties have set forth their hand and seal as of the Amendment Effective Date.

LESSOR

CITY OF BROKEN ARROW, an Oklahoma municipal corporation

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

Attested:

\_\_\_\_\_  
City Clerk [Seal]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_


LESSEE

CELLCO PARTNERSHIP d/b/a Verizon Wireless

Signed by:  
By: Patrick Casey  
4A174FE0B4184C1...  
Name: Patrick Casey  
Title: Sr. Director - Network Engineering  
Date: Nov 16, 2024

Certificate Of Completion		
Envelope Id: DDEF09A322B4B08A8F4EA215B7C2C13	Status: Completed	
Subject: KENOSHA STREET EAST OK / 2052042 / 11152024 / Sr. Director		
Source Envelope:		
Document Pages: 3	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 0	Josh Bernstein
AutoNav: Enabled		Josh.Bernstein@Verizonwireless.com
Envelopeld Stamping: Enabled		IP Address: 69.78.100.101
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		

Record Tracking		
Status: Original	Holder: Josh Bernstein	Location: DocuSign
11/15/2024 8:48:57 AM	Josh.Bernstein@Verizonwireless.com	

Signer Events	Signature	Timestamp
Patrick Casey patrick.casey@verizonwireless.com Sr. Director - Network Engineering Security Level: Email, Account Authentication (None)	<div>Signed by:  4A174FE0B4184C1...</div> Signature Adoption: Pre-selected Style Using IP Address: 69.78.66.90	Sent: 11/15/2024 8:53:08 AM Viewed: 11/15/2024 8:55:18 AM Signed: 11/16/2024 9:13:14 AM

Electronic Record and Signature Disclosure:  
Accepted: 11/15/2024 8:55:18 AM  
ID: c86cb1c4-8aa9-424f-8ae4-576e6214810e

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Bonnie Merkt bmerkt@ginsbergjacobs.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 11/15/2024 8:53:09 AM Viewed: 11/16/2024 12:25:25 PM
Katherine Curtis kcurtis@smweng.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 11/15/2024 8:53:09 AM Viewed: 11/15/2024 9:26:44 AM
Latoya Chambers latoya.chambers@verizonwireless.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 11/15/2024 8:53:10 AM Viewed: 11/15/2024 8:54:58 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/15/2024 8:53:10 AM
Certified Delivered	Security Checked	11/15/2024 8:55:18 AM
Signing Complete	Security Checked	11/16/2024 9:13:14 AM
Completed	Security Checked	11/16/2024 9:13:14 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, VBG Network Real Estate (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact VBG Network Real Estate:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [tricsha.fatakia@verizonwireless.com](mailto:tricsha.fatakia@verizonwireless.com)

#### **To advise VBG Network Real Estate of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [tricsha.fatakia@verizonwireless.com](mailto:tricsha.fatakia@verizonwireless.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from VBG Network Real Estate**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [tricsha.fatakia@verizonwireless.com](mailto:tricsha.fatakia@verizonwireless.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with VBG Network Real Estate**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [tricsha.fatakia@verizonwireless.com](mailto:tricsha.fatakia@verizonwireless.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify VBG Network Real Estate as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by VBG Network Real Estate during the course of your relationship with VBG Network Real Estate.