

Lessee Site Name: OU – City Maintenance Yard
Lessee Site No: 102319

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered into this ____ day of _____, 2011, by and between the **City of Norman** ("Lessor"), and **Alltel Communications, LLC d/b/a Verizon Wireless** ("Lessee"). Lessor and Lessee are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

RECITALS:

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated April 28, 2009 (the "**Agreement**"), pursuant to which Lessee leases from Lessor space on Lessor's tower and a parcel of ground space (collectively the "**Leased Premises**") located on Lessor's property at 668 East Lindsey Street, Norman, Cleveland County, Oklahoma 73069 (the "**Property**");

WHEREAS, the Parties desire to amend the Agreement to, among other things, establish the location of Lessee's equipment on Lessor's tower on the Property.

NOW THEREFORE, in consideration of the premises and the mutual undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The parties agree that Lessee shall have the exclusive right to attach up to nine (9) antennas and associated equipment to Lessor's tower at 115 feet above ground level. Lessor agrees that it will not allow any other party to attach equipment to the tower between 120 feet and 110 feet, which space Lessor agrees is exclusively reserved for Lessee's use.
2. There is no rent increase associated with this Amendment.
3. Article XIII of the Agreement, is hereby amended to reflect the notice address for Lessee to be as follows:

Lessee: Alltel Communications, LLC
d/b/a Verizon Wireless
ATTN: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

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4. Article XXII of the Agreement, is hereby deleted in its entirety and replaced with the following:

LESSEE represents that it is a limited liability company in good standing in the State of Delaware, and qualified to do business in the State of Oklahoma.

5. The following is hereby added to the Agreement as Article XXVII:

If LESSOR elects, during the Term to grant to a third party, by easement or other legal instrument, an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to the third party, LESSEE shall have the right of first refusal to meet any bona fide offer of transfer on the same terms and conditions of the offer. If LESSEE fails to meet the bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may grant the easement or interest in the Property, or portion thereof, to the third party in accordance with the terms and conditions of the third party offer.

6. Any capitalized term used, but not defined, in this Amendment is deemed to have the meaning ascribed to that term in the Agreement. In the event of any conflict between the terms and provisions of the Agreement and those of this Amendment, the terms and provisions of this Amendment shall control. Except as specifically modified by this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect.
7. Lessor and Lessee each hereby 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.

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IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment effective as of the day and year first above written.

LESSOR:

City of Norman

By: _____

Name: _____

Title: _____

Date: _____

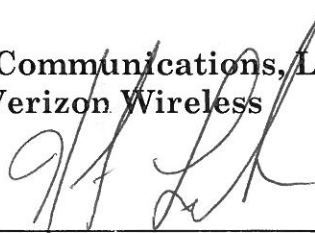
ATTEST: _____

City Clerk

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE _____

LESSEE:

**Alltel Communications, LLC
d/b/a Verizon Wireless**

By:  _____

Hans F. Leutenegger
Area Vice President Network

Date: 8/22/2011