

AMENDMENT NO. 1 TO AGREEMENT

This Amendment No. 1 to Agreement (this "**First Amendment**"), effective as of the date last signed below ("**Effective Date**"), amends a certain Agreement between Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, successor in interest to Sprint Spectrum L.P., a Delaware limited partnership ("**Lessee**"), and Norman Utilities Authority, a Public Trust, ("**Lessor**"), dated September 13, 2005, (the "**Agreement**").

BACKGROUND

WHEREAS, Lessee desires to modify its installation on the Leased Premises by adding or swapping out antennas and other equipment to the Facilities, as more particularly described in Exhibit A-1 annexed hereto, and Lessee and Lessor desire to modify the provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. **Modification to the Facilities.** Exhibit A to the Agreement is hereby amended to include the modifications identified on Exhibit A-1, a copy of which is attached and made a part hereof. Exhibit A-1 supplements Exhibit A to the Agreement, and shall not be deemed to supersede or otherwise modify Exhibit A or any part thereof except to the extent specifically set forth in Exhibit A-1. Upon full execution of this First Amendment, Lessee is permitted to do all work necessary to prepare, maintain and alter the Leased Premises to install or otherwise modify the Facilities, all as more fully described and contemplated in Exhibit A-1.

2. **Modification to Rental.** As additional consideration for the modification and other rights set forth in this First Amendment, starting on the date that is 30 days after the start of construction of the modifications to the Facilities, the monthly rent will be increased by Seven Hundred Seventy and 13/100 Dollars (\$770.13). Upon the full execution of this First Amendment the last sentence in Article I (Rent) shall be deleted and replaced with the following:

"The monthly rental will be increased annually on the anniversary date of this agreement by four percent (4%)."

3. **General Terms and Conditions.**

a. All capitalized terms used in this First Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this First Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

c. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment.

SIGNATURES ON FOLLOWING PAGE

Amendment No. One

Site Name: Brookhaven Water Tower
Contract K-0506-71

Site ID #: OK23XC122

The parties have executed this First Amendment as of the Effective Date.

Lessor:

Norman Utilities Authority,
a Public Trust

Lessee:

Sprint Spectrum Realty Company, L.P.,
a Delaware limited partnership

By: _____

Printed Name: Cindy Rosenthal

Title: Chairman

Date: _____
(Date must be completed)

By: 

Printed Name: Matthew Bell

Title: Manager Real Estate

Date: 6/19/2013
(Date must be completed)

ATTEST:

Secretary

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY _____ DATE _____

Amendment No. One

Site Name: Brookhaven Water Tower
Contract K-0506-71

Site ID #: OK23XC122

Exhibit A-1

[see attached]

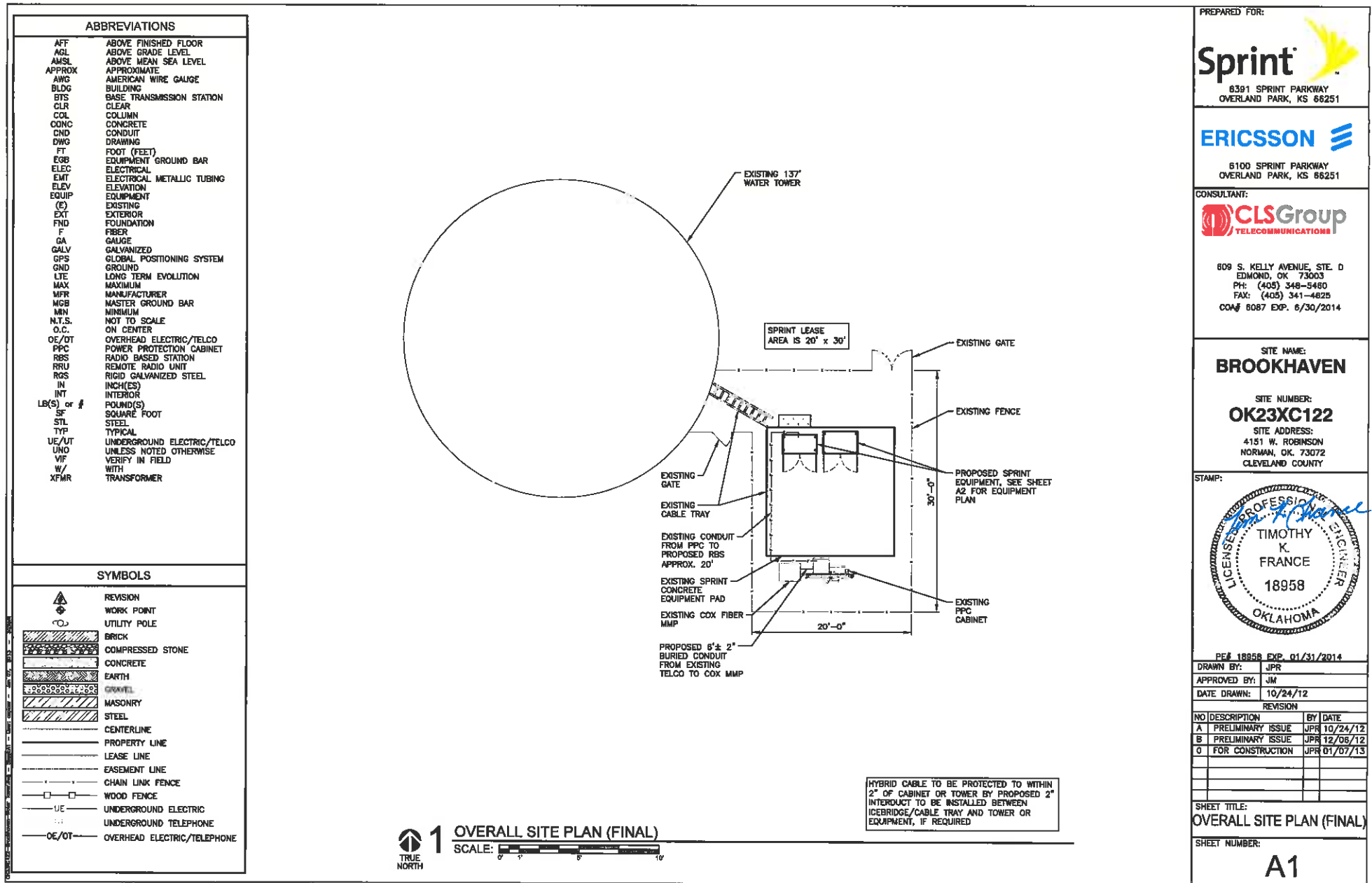




Diagram illustrating the installation of an expansion anchor into a concrete pad. The diagram shows a cross-section of a concrete pad with an existing expansion anchor. A new expansion anchor is being installed, secured by a base frame and stainless steel washers. The diagram includes the following labels:

- BASE FRAME
- EXPANSION ANCHORS, QUANTITY AND SIZE PER SITE INSTALLATION DOCUMENTATION
- 3/8" HILTI KWICK BOLT II
- W/2" EMBEDMENT
- EXISTING CONC. PAD

A2

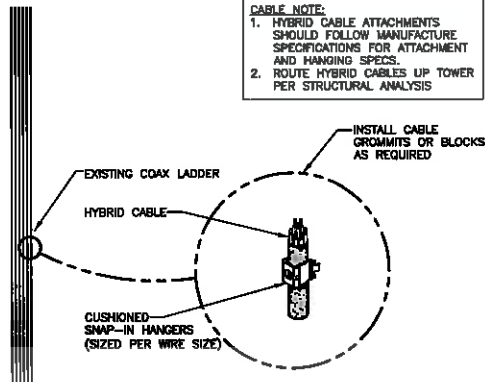
HYBRID CABLE TO BE PROTECTED TO WITHIN 2" OF CABINET OR TOWER BY PROPOSED 2" INTERDUCT TO BE INSTALLED BETWEEN ICEBRIDGE/CABLE TRAY AND TOWER OR EQUIPMENT, IF REQUIRED

| PROPOSED HYBRID CABLE LENGTH | | | |
|------------------------------|-------|-------|-------|
| SECTOR | ALPHA | BETA | GAMMA |
| HORIZONTAL | 110'± | 80'± | 80'± |
| VERTICAL | 80'± | 80'± | 80'± |
| 10% EXTRA | +10% | +10% | +10% |
| TOTAL | 209'± | 176'± | 186'± |

*ALL DIMENSIONS SHOULD BE FIELD VERIFIED

4 HYBRID SCHEDULE

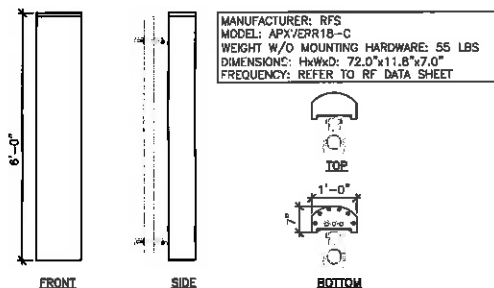
SCALE: N.T.S.



CABLE NOTE:
1. HYBRID CABLE ATTACHMENTS SHOULD FOLLOW MANUFACTURE SPECIFICATIONS FOR ATTACHMENT AND HANGING SPECS.
2. ROUTE HYBRID CABLES UP TOWER PER STRUCTURAL ANALYSIS

3 COAX DETAIL

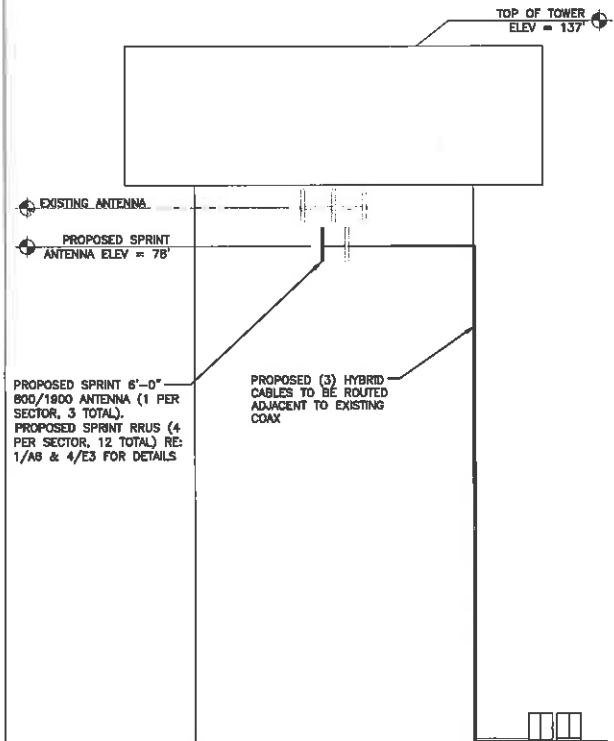
SCALE: N.T.S.



MANUFACTURER: RFS
MODEL: APX/ERR18-C
WEIGHT W/O MOUNTING HARDWARE: 55 LBS
DIMENSIONS: HxWxD: 72.0"x11.8"x7.0"
FREQUENCY: REFER TO RF DATA SHEET

2 DUAL 800/1900 MHZ ANTENNA DETAIL

SCALE: N.T.S.



1 SITE ELEVATION

SCALE: N.T.S.

NOTES:

- CONTRACTOR TO FIELD VERIFY ANTENNA CABLE LENGTHS.
- ALL MAIN CABLES WILL BE COLOR CODED AT THREE (3) LOCATIONS.
- COLOR CODE ALL ANTENNA AND COAX WITH 2" WIDE BANDS OF COLORED TAPE WITH 1" SEPARATION BETWEEN BANDS.
- COLOR CODE ALL TOP AND BOTTOM GROUND KITS WITH 1" WIDE BANDS OF COLORED TAPE WITH 1/2" SEPARATION BETWEEN BANDS.
- START COLOR BANDS 2" BEYOND WEATHERPROOFING.
- START SECTOR COLOR NEXT TO END CONNECTOR.
- ALL MAIN CABLES WILL BE GROUNDED W/ COAXIAL CABLE GROUND KITS AT:
 - THE ANTENNA LEVEL
 - MID LEVEL IF TOWER IS OVER 200'
 - BASE OF TOWER PRIOR TO TURNING HORIZONTAL
 - TERMINATION OF COAX LINES TO JUMPERS
- ALL NEW GROUND BAR DOWNLOADS ARE TO BE CADWELDED TO THE EXISTING ADJACENT GROUND BAR DOWNLOADS A MINIMUM DISTANCE OF 4FT BELOW GROUND BAR

COAXIAL ANTENNA CABLE NOTES:

- THE ANTENNA COAXIAL CABLE INSTALLER SHALL BE RESPONSIBLE FOR PERFORMING AND SUPPLYING SPRINT WITH 3 TYPEWRITTEN SWEEP TESTS (ANTENNA RETURN LOSS TEST). THIS TEST SHALL BE PERFORMED TO THE SPECIFICATIONS AND PARAMETERS OUTLINED BY THE SPRINT RADIO FREQUENCY (RF) ENGINEER. THIS TEST SHALL BE PERFORMED PRIOR TO FINAL ACCEPTANCE OF THE SITE.
- THE COAXIAL ANTENNA CABLE INSTALLER SHALL BE RESPONSIBLE FOR PERFORMING AND SUPPLYING SPRINT WITH 3 TYPEWRITTEN TIME DOMAIN REFLECTOMETER (TDR) TESTS TO VERIFY CABLE LENGTH AND TO CHECK FOR WATER DAMAGE.
- VAPOR WRAP WILL BE USED TO SEAL ALL CONNECTIONS.
- ALL JUMPERS TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE WILL BE 1/2" JUMPERS AND SHALL NOT EXCEED 6'-0". MAXIMUM LENGTH FOR THE JUMPERS AT WMAX BITS UNITS WILL BE 6'-0".
- IF COAX IS BEING RE-USED FOR THIS INSTALLATION, PRE AND POST ANTENNA LINE SWEEPS ARE REQUIRED.

ANTENNA MOUNTING NOTES:

- DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/EIA/TIA-222; APPENDIX B FOR WIND LOADING; "STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWERS AND ANTENNA SUPPORTING STRUCTURES" OR APPLICABLE LOCAL CODES.
- ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIPPED GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS OTHERWISE NOTED.
- ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT DIP) ON IRON AND STEEL HARDWARE", UNLESS OTHERWISE NOTED.
- DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
- ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH DOUBLE NUTS AND SHALL BE INSTALLED SNUG TIGHT.
- MINIMUM HORIZONTAL SPACING SHALL BE 2'-0" BETWEEN ALL ANTENNAS.

NOTES:

- ALL AZIMUTHS ARE TO BE ESTABLISHED CLOCKWISE FROM THE TRUE NORTH HEADING.
- CONTRACTOR SHALL VERIFY PROPOSED ANTENNA RAD CENTER AND ORIENTATIONS WITH SPRINT PRIOR TO INSTALLATION OF ANTENNAS.
- PRIOR TO ATTACHING ANTENNAS AND MOUNTING SECTIONS, EXISTING TOWER AND TOWER FOUNDATION MUST BE ANALYZED BY A LICENSED STRUCTURAL ENGINEER TO VERIFY TOWER IS CAPABLE OF SUPPORTING THE PROPOSED LOADS. REFER TO STRUCTURAL ANALYSIS BY OTHERS.
- REFER TO THE ANTENNA MOUNT ANALYSIS THAT CERTIFIES SPRINT'S ENTIRE ANTENNA STRUCTURE, INCLUDING TOWER PLATFORMS, ARMS AND ALL OTHER ASPECTS OF THE STRUCTURE WILL SUPPORT THE SPRINT NETWORK VISION EQUIPMENT DEPLOYMENT.
- STRUCTURAL CALCULATIONS FOR THE TOWER WERE PREPARED BY OTHERS AND THOSE CALCULATIONS CERTIFY THE CAPACITY OF THE TOWER STRUCTURE FOR THE DEPLOYMENT OF THE SPRINT NETWORK VISION EQUIPMENT. CONTRACTOR TO COORDINATE WITH PROJECT MANAGER TO OBTAIN A COPY.
- CONTRACTOR TO REFER TO STRUCTURAL CALCULATIONS OF THE TOWER FOR ADDITIONAL LOADS. NO ERECTION OR MODIFICATION OF THE STRUCTURE SHALL BE MADE WITHOUT APPROVAL OF THE STRUCTURAL ENGINEER.

PREPARED FOR:

Sprint
6391 SPRINT PARKWAY
OVERLAND PARK, KS 66251

ERICSSON
6100 SPRINT PARKWAY
OVERLAND PARK, KS 66251

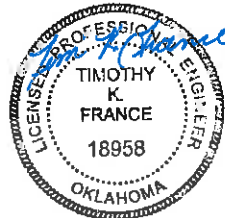
CONSULTANT:

CLS Group
TELECOMMUNICATIONS
809 S. KELLY AVENUE, STE. D
EDMOND, OK 73003
PH: (405) 348-5460
FAX: (405) 341-4625
CONF # 8087 EXP. 6/30/2014

SITE NAME:
BROOKHAVEN

SITE NUMBER:
OK23XC122
SITE ADDRESS:
4151 W. ROBINSON
NORMAN, OK. 73072
CLEVELAND COUNTY

STAMP:



PE# 18958 EXP. 01/31/2014
DRAWN BY: JPR
APPROVED BY: JM
DATE DRAWN: 10/24/12
REVISION
NO DESCRIPTION BY DATE
A PRELIMINARY ISSUE JPR 10/24/12
B PRELIMINARY ISSUE JPR 12/06/12
C FOR CONSTRUCTION JPR 01/07/13

SHEET TITLE:
SITE ELEVATION & ANTENNA DETAILS
SHEET NUMBER:

A3