

Market: AR/OK
Cell Site Number: OK1215
Cell Site Name: Brookhaven
Fixed Asset Number:10010262

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("**First Amendment**"), dated as of the latter of the signature dates below, is by and between Norman Utilities Authority, a Public Trust, having a mailing address of P.O. Box 370, Norman Oklahoma 73072 ("**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta GA 30324 ("**Lessee**").

WHEREAS, Lessor and Lessee entered into an Agreement dated July 25, 2000 and a Lease Agreement dated June 13, 2006 (collectively, "Agreement"), whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 4151 W. Robinson Street, Norman Oklahoma 73069; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Lessor and Lessee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to permit Lessee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. Additional Antennas. In addition to the other antennas permitted in the Agreement, Lessor consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit 1-A. Lessor's execution of this Amendment will signify Lessor's approval of Exhibit 1-A. Exhibit 1-A hereby adds a page 3 to Exhibit A to the Agreement.

2. Rent. Commencing on the first day of the month following the execution of this Amendment, Rent shall be increased to Two Thousand One Hundred and Thirty One and 16/100 Dollars (\$2,131.16) per month, subject to further adjustments provided herein . On each anniversary of the Commencement Date, the monthly Rent will increase by Four Percent (4%) over the Rent paid during the previous year. Upon Lessee's removal of additional antennas,

3. Notices. Article XIII of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Lessee: New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation,
Attn: Network Real Estate Administration
Re: Cell Site #:OK1215, Cell Site Name: Brookhaven (OK),
FA No: 10010262
575 Morosgo Dr. NE
Atlanta GA 30324

With the required copy of legal notice sent to Lessee at the address above, a copy to the Legal Department: New Cingular Wireless PCS, LLC
Attn: Legal Department,
Re: Cell Site #:OK1215, Cell Site Name: Brookhaven (OK)
FA No: 10010262
208 S. Akard Street, Dallas Texas 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Lessor: Norman Utilities Authority
P.O. Box 370
Norman, OK 73070
Attn: City Clerk
Tax ID: 52-1645638
Phone: (405) 366-5386
Fax: (405) 366-5389

With a copy to: City of Norman
P.O. Box 370
Norman, OK 73070
Attn: Director of Utilities
Phone: (405) 366-5443
Fax: (405) 366-5447

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Lessor and Lessee, Lessor agrees that Lessee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

6. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.

7. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the dates set forth below.

"LESSOR"

Norman Utilities Authority

By: _____

Name: Cindy Rosenthal

Title: Chairman

Date: _____

By: _____

Name: Brenda Hall

Title: Secretary

Date: _____

"LESSEE"

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: Brian Callicoa

Name: Brian Callicoa

Title: Area Manager, Real Estate AR/OK

Date: 11-21-14

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY: [Signature] DATE: 11/21/14

LESSEE ACKNOWLEDGEMENT

STATE OF Oklahoma)
COUNTY OF Oklahoma) ss:

On the 21 day of November, 2014 before me personally appeared Brian Callicoat, and acknowledged under oath that he is the Area Manger of New Cingular Wireless PCS LLC, the limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.



Nicole A Reed
Notary Public: Nicole A Reed
My Commission Expires: 3-18-18

LESSOR ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) ss:

BE IT REMEMBERED, that on this _____ day of _____, 201__ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1-A

Existing Equipment:

RAD: 83'

Antenna: (9) total, (9) Powerwave P65-16-XLH-RR [to remove 3]

TMA: (6) Powerwave LGP 17205

Lines: (12) 1-5/8" Coax, (2) lines of 3/4" Power

Other: (3) RRU, (1) Surge Suppressor, RET System with 3/8" Cable

Proposed Equipment Changes:

RAD: 83'

Antenna: Retain existing specified above, (4) Andrew SBNHH-1D65C, (2) Andrew SBNHH-1D65B

TMA: Retain existing

Lines: Retain existing specified above, (2) 3/4" Power, (2) 1/2" Fiber

Other: Retain existing, (6) RRU, (1) Surge Suppressor

Final Configuration:

RAD: 83'

Antenna: (12) total, (6) Powerwave P65-16-XLH-RR, (4) Andrew SBNH-1D6565C, (2) Andrew SBNHH-1D65B

TMA: (6) Powerwave LGP 17205

Lines: (12) 1-5/8" Coax, (4) lines of 3/4" Power, (2) lines of 1/2" Fiber

Other: (9) RRU, (2) Surge Suppressors, RET System with 3/8" Cable

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

ATTACHMENT 1

MEMORANDUM OF AGREEMENT

Prepared by:

Kristina Boehlke
CRB Companies LLC
1900 NW Expressway, Suite 1220
Oklahoma City, OK 73118

Return to:

New Cingular Wireless PCS, LLC
Attn: Legal Department,
FA No: 10010262
208 S. Akard Street
Dallas Texas 75202-4206

Re: Cell Site #OK1215; Cell Site Name: Brookhaven (OK)
Fixed Asset Number: 10010262
State: Oklahoma
County: Cleveland

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 2014, by and between Norman Utilities Authority, a Public Trust, having a mailing address at _____ (hereinafter referred to as "**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr. NE, Atlanta, GA 30324 (hereinafter referred to as "**Lessee**").

1. Lessor and Lessee entered into a certain Agreement dated July 25, 2000 and a Lease Agreement dated June 13, 2006 (collectively, "Agreement") for the purpose of installing, operating and maintaining a communications facility and other improvements at Lessor's real property located in the City of Norman, County of Cleveland, commonly known as 4151 West Robinson. All of the foregoing are set forth in the Agreement.
2. The portion of the land being leased to Lessee (the "**Premises**") is described in **Exhibit 1** annexed hereto.
3. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the

parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

LESSOR:

Norman Utilities Authority

By: _____

Name: Cindy Rosenthal

Title: Chairman

Date: _____

ATTEST:

Secretary

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY [Signature] DATE 4/2/14

LESSEE:

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: [Signature]

Name: Brian Callicot

Title: Area Manager, Real Estate AR/OK

Date: 11-21-14

LESSOR ACKNOWLEDGEMENT

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)

COUNTY OF _____)

I CERTIFY that on _____, 201____, _____
[name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of _____ [name
of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____

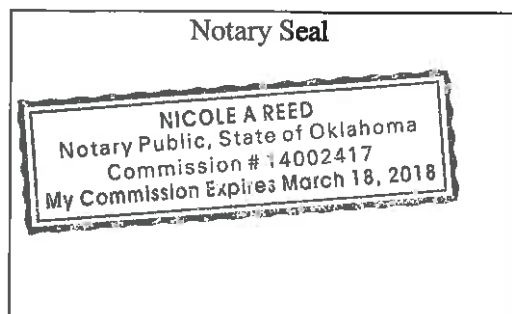
My Commission Expires: _____

LESSEE ACKNOWLEDGEMENT

STATE OF OKlahoma)
) SS.
COUNTY OF OKlahoma)

I certify that I know or have satisfactory evidence that
Brian Callieat is the person who appeared before me, and said person
acknowledged that he signed this instrument, on oath stated that he was authorized to execute the
instrument and acknowledged it as the Area Manager of New Cingular
Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in
the instrument.

DATED: 11-21-14.



Nicole A Reed
(Signature of Notary)
Nicole A Reed
(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of OK
My appointment expires: 3-18-18

Exhibit 1 to Memorandum of Lease

Premises

See attached sheets comprised of 3 pages.

SITE PLAN

NEW CINGULAR WIRELESS PCS, LLC

ANTENNA ON EXISTING WATER TOWER, SITE NAME: BROOKHAVEN,
SITE NO. 5751, A PART OF THE SE/4 OF SECTION 22,
TOWNSHIP 9 NORTH, RANGE 3 WEST, CLEVELAND COUNTY, OKLAHOMA.

PARENT TRACT DESCRIPTION

A tract of land located in the SE/4 of Section 22, Township 9 North, Range 3 West, Cleveland County, Oklahoma, more particularly described as follows: Beginning at the Southwest corner of the SE/4 of said Section 22; thence N 00°31'10" E a distance of 236.51 feet; thence East a distance of 220.41 feet; thence South a distance of 236.50 feet; thence West a distance of 222.55 feet to the point of beginning.

CERTIFICATE

I, Wayne G. Guinn, registered land surveyor in the State of Oklahoma hereby certify that the accompanying plat is a true and correct representation of the survey made of the following described property located in the SE/4 of Section 22, Township 9 North, Range 3 West, Cleveland County, Oklahoma.

I, certify that the latitude and longitude contained herein are accurate to within, 5 feet Horizontal and 1 foot Vertical and that these coordinates were determined with a Trimble 4600LS GPS, SN. 0220058434 and SN. 0220056509.

I, certify that this property does not lie within the limits of the flood hazard area according to the flood insurance rate map, Community Panel Number 400027C0080-F, Effective Date: March 17, 1997.

SUBJECT TRACT DESCRIPTION

A tract of land located in the SE/4 of Section 22, Township 9 North, Range 3 West, Cleveland County, Oklahoma, more particularly described as follows: Beginning at a point N 00°05'36" E a distance of 95.25' and N 90°00'00" E a distance of 69.07 feet from the Southwest corner of said SE/4; thence N 90°00'00" E a distance of 30.0 feet; thence S 00°00'00" E a distance of 17.0 feet; thence S 90°00'00" W a distance of 30.0 feet; thence N 00°00'00" W a distance of 17.0 feet to the point of beginning.

INGRESS-EGRESS DESCRIPTION

A tract of land located in the SE/4 of Section 22, Township 9 North, Range 3 West, Cleveland County, Oklahoma, more particularly described as follows: Beginning at a point on the South line and N 89°35'43" E a distance of 46.65 feet from the Southwest corner of the SE/4 of said Section 22; thence N 00°00'00" E a distance of 77.80 feet; thence N 90°00'00" E a distance of 10.58 feet; thence N 00°00'00" E a distance of 8.00 feet; thence N 90°00'00" E a distance of 12.00 feet; thence S 00°00'00" E a distance of 9.00 feet; thence N 90°00'00" E a distance of 16.45 feet; thence S 00°00'00" E a distance of 12.00 feet; thence S 90°00'00" W a distance of 16.45 feet; thence in a Southwesterly direction along a curve to the left having a radius of 5.00 feet, a distance of 6.98 feet; thence S 00°00'00" E a distance of 60.87 feet; thence S 89°35'43" W a distance of 17.00 feet to the point of beginning.



Wayne G. Guinn L.S. 789 CA 2098 (LS)

CENTRAL LAND SURVEYING

P.O. Box 2117 Ada, Okla. 74801 Phone (800) 410-2410



CIMARRON LAND SERVICES, INC.

Drawn by: N. Guinn

Checked by: E. Guinn

Date: 04/08/2008

Book No: 234

Job No: 664

Sheet 1 of 2

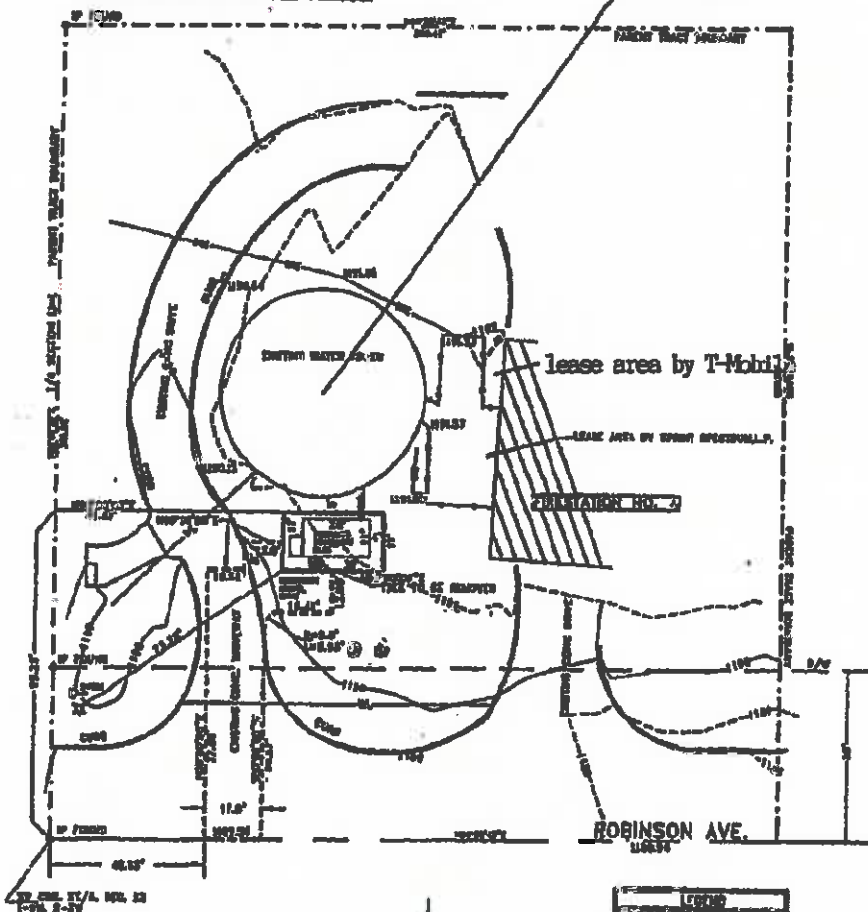
SITE PLAN

NEW CINGULAR WIRELESS PCS, LLC
 ANTENNA ON EXISTING WATER TOWER, SITE NAME: BROOKHAVEN,
 SITE NO. 6751, A PART OF THE SE/4 OF SECTION 22,
 TOWNSHIP 9 NORTH, RANGE 3 WEST, CLEVELAND COUNTY, OKLAHOMA.

WATER TOWER EXISTENCE
 MAKEUP AMERICA MODEL 130, CARRON DISTRICT
 CLASS TYPE 1/C
 CAPACITY: 10 LBS.
 SPECIFICATIONS TESTED TO ANSI/AIA 711 &
 ANSI/AIA 154, MARINE TYPE 2C
 SIZE 1
 LOCATION: BRIDGE OF CELL SITE WALL
 CONTAINING THE DOOR, MOUNTED TO WALL
 JUST UNDER ALARM BOX.

CONSTRUCT 6" CHASE FOR FIBER
 LAMINATED 17" x 24" BITE WITH
 3 STRANDS BARNED WIRE

CENTER OF WATER TOWER
 NAD-83 ORDA SOUTH
 NAD8321348
 DIST11528.4522
 LAM 25°18'04.423"
 LONG -117°50'12.4134"
 ELEVATION 1722.7700
 SCALE: 30000000
 UTM ZONE 18N



NOTE: CALL ONE
 TWO WORKING DAYS
 BEFORE YOU DIS
 1-800-522-8643

SCALE 1" = 40'

LEGEND	
○	IRON PIN
—	UTILITY POLE
—	FIRE HYD
—	WATER VALVE
—	GAS VALVE
—	WATER MTR
—	SS MANHOLE
—	ELEC LINE
—	SEC. LINE
—	TEL. CABLE
—	CENTER-LINE
—	GAS LINE
—	CHAIN-LINE
—	WIRE FENCE
—	WOOD FENCE
—	CHANNEL
—	TREE LINE

CENTRAL LAND SURVEYING

P.O. Box 2117 Ada, Okla. 73401 Phone (505)438-3455



For CARRON LAND SERVICES, INC.

Drawn by	J. Guilan	Checked by	K. Guilan
Date	02/08/2000	Book No.	334
Job No.	204	Sheet	1 of 1

Existing Equipment:

RAD: 83'

Antenna: (9) total, (9) Powerwave P65-16-XLH-RR [to remove 3]

TMA: (6) Powerwave LGP 17205

Lines: (12) 1-5/8" Coax, (2) lines of 3/4" Power

Other: (3) RRU, (1) Surge Suppressor, RET System with 3/8" Cable

Proposed Equipment Changes:

RAD: 83'

Antenna: Retain existing specified above, (4) Andrew SBNHH-1D65C, (2) Andrew SBNHH-1D65B

TMA: Retain existing

Lines: Retain existing specified above, (2) 3/4" Power, (2) 1/2" Fiber

Other: Retain existing, (6) RRU, (1) Surge Suppressor

Final Configuration:

RAD: 83'

Antenna: (12) total, (6) Powerwave P65-16-XLH-RR, (4) Andrew SBNH-1D6565C, (2) Andrew SBNHH-1D65B

TMA: (6) Powerwave LGP 17205

Lines: (12) 1-5/8" Coax, (4) lines of 3/4" Power, (2) lines of 1/2" Fiber

Other: (9) RRU, (2) Surge Suppressors, RET System with 3/8" Cable