

AMENDMENT NO. 1 TO LEASE AGREEMENT

This AMENDMENT NO. 1 TO LEASE AGREEMENT ("Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by and between the Norman Utilities Authority, a Public Trust, hereinafter called the LESSOR, and T-Mobile Central LLC, a Delaware limited liability company, hereinafter called LESSEE.

The parties hereto recite, declare and agree as follows:

- A. LESSOR and LESSEE entered into a Lease Agreement dated October 10, 2006 ("Agreement") with respect to Leased Premises located at Robinson Street and Highway 77 in Norman, Oklahoma.
- B. LESSOR and LESSEE desire to enter into this Amendment in order to modify and amend certain terms of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE covenant and agree as follows:

1. Commencing on January 1, 2017, the basic monthly rental rate payable by LESSEE to LESSOR shall be Two Thousand Three Hundred Fifty Dollars (\$2,350.00).
2. During the remaining term of the Agreement, the monthly rental rate will be increased annually on January 1st by three percent (3%).
3. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Agreement and this Amendment, the terms and conditions of this Amendment will govern and control. The termination notice from LESSOR to LESSEE dated June 16, 2016 is hereby withdrawn and shall be null, void and of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this instrument the day and year first above written.

Approved by the NORMAN UTILITIES AUTHORITY, a Public Trust this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

LESSOR:  
NORMAN UTILITIES AUTHORITY

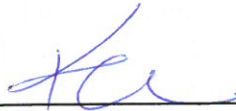
By: \_\_\_\_\_  
Name: Lynne Miller, Chairperson

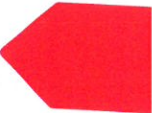
ATTEST: \_\_\_\_\_  
Its: Secretary

APPROVED AS TO FORM AND LEGALITY THIS \_\_\_\_\_ day of \_\_\_\_\_, 2017.

By \_\_\_\_\_  
Jeff Bryant, Authority Attorney

LESSEE:  
T-MOBILE CENTRAL LLC

By:  \_\_\_\_\_  
Name: Kim Curtis  
Title: Sr. Director, Engineering Development



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NORMAN UTILITIES AUTHORITY


By: \_\_\_\_\_  
Name: Lynne Miller, Chairperson

ATTEST: \_\_\_\_\_  
Its: Secretary

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Jeff Bryant, Authority Attorney

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