

Market: Central AR/OK
Cell Site Number: OK1381
Cell Site Name: Robinson & 48th
Fixed Asset Number: 10148000

FIRST AMENDMENT TO SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO SITE LEASE AGREEMENT ("**First Amendment**"), dated as of the latter of the signature dates below, is by and between the Norman Utilities Authority, a public trust, having a mailing address of P.O. Box 370, Norman, OK 73070 ("**Owner**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Tenant**").

WHEREAS, Owner and Tenant entered into that certain Site Lease Agreement dated April 12, 2011 whereby Owner leased to Tenant a certain Site, therein described, that are a portion of the Owner's Property located at 3098 E. Robinson, Norman, OK 73069, (the "**Agreement**"); and

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

WHEREAS, Owner and Tenant desire to adjust the Rent with the modifications to the agreement contained herein; and

WHEREAS, Owner and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Owner and Tenant desire to amend the Agreement to permit Tenant 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, Owner and Tenant, 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, Owner and Tenant agree as follows:

1. **Additional Antennas.** In addition to the other antennas and Facilities permitted in the Agreement, Owner consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit B-1. Owner's execution of this First Amendment will signify Owner's approval of Exhibit B-1. Exhibit B-1 hereby replaces the last page of Exhibit B to the Agreement as the "Description of Equipment on Tower."

2. **Rent.** Commencing on the first day of the month following the date that Tenant commences construction of the modifications set forth in this First Amendment, Rent shall be increased by Six Hundred and No/100 Dollars (\$600.00) per month, subject to further adjustments as provided in the Agreement. Upon Tenant's removal of additional antennas, Rent will be reduced by Six Hundred and No/100 Dollars (\$600.00) per month, subject to adjustments as provided in the Agreement, upon thirty (30) days' prior written notice to Owner.

3. **Notices.** Section 6 of the Agreement is hereby deleted in its entirety and replaced with the following:

Notices. All notices, requests, demands and communications 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 Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: OK1381, Cell Site Name: Robinson & 48th (OK)
 Fixed Asset No.: 10148000
 575 Morosgo Drive NE
 Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
 Attn: Legal Department
 Re: Cell Site #: OK1381, Cell Site Name: Robinson & 48th (OK)
 Fixed Asset No.: 10148000
 208 S. Akard Street
 Dallas, TX 75202

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

If to Owner: City of Norman
 Telecom Administrator
 P.O. Box 370
 Norman, OK 73070

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 Owner and Tenant, Owner agrees that Tenant 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. Evidence of such mandated applications will be provided by Tenant to Owner.

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.

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

“Owner”

Norman Utilities Authority, a public trust

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form and legality this _____ day of _____, 20____.

City Attorney

Approved by the City Council of the City of Norman this _____ day of _____,
20_____.

ATTEST:

Name: _____
Title: _____

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

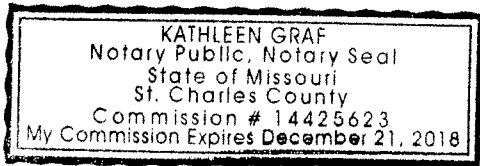
Its: Manager

By: Mike Bridwell
Name: Mike Bridwell
Title: Area Manager, Real Estate, AR/OK
Date: 12/2/15

TENANT ACKNOWLEDGEMENT

STATE OF Missouri)
COUNTY OF St Charles) ss:

On the 2 day of December, 2015 before me personally appeared Mike Bridwell, and acknowledged under oath that he is the Area Manager, Real Estate, AR/OK of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the limited liability company named at Tenant in the attached instrument, and as such was authorized to execute this instrument on behalf of the company.



Kathleen Graf
Notary Public: Kathleen Graf
My Commission Expires: 12/21/2018

OWNER ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

I CERTIFY that on _____, 20____, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of Norman Utilities Authority, a public trust, the Owner named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the Owner and
- (c) executed the instrument as the act of the Owner.

Notary Public
My Commission Expires: _____

EXHIBIT B-1

Existing Equipment:

RAD: 150'

Antenna: (7) Powerwave P65-17-XLH-RR
(2) Powerwave P65-16-XLH-RR

TMA: (6) Powerwave TT08-19DB111-001

RRU: (3) RRUS-11

Lines: (12) 1-5/8" coax
(2) DC cables 3/4"
(1) Fiber 1/2"

Other: RET system with 3/8" cable

Additional Equipment:

RAD: 150'

Remove: (2) Powerwave P65-16-XLH-RR
(1) Powerwave P65-17-XLH-RR

Add: Antenna: (4) Commscope SBNHH-1D65B

Add: Antenna: (2) Commscope SBNHH-1D65C

TMA: retain existing

RRU: (3) RRUS-12+A2 Module

RRU: (3) RRUS-32

Squid: (1) Raycap DC6-48-60-18-8F

Lines: retain existing, add (2) 3/4" power cable, (1) 1/2" Fiber

Other: Retain RET with 3/8" cable, (3) RRU,

Final Configuration:

RAD: 150'

Antenna: (12) total, (6) Powerwave P65-17-XLH-RR, (4) Commscope SBNHH-1D65B, (2) Commscope SBNHH-1D65C.

TMA: (6) Powerwave TT08-19DB111-001

RRU: (3) RRUS-11, (3) RRUS-12+A2 Module, (3) RRUS-32

Squid: (2) Raycap DC6-48-60-18-8F

Lines: (12) 1-5/8", (2) 1/2" fiber, (4) 3/4" DC power cable

Other: (9) RRU, (2) Squid/Demarc. box, RET system with 3/8" cable

ATTACHMENT 1

MEMORANDUM OF LEASE

Prepared by:

CRB Companies, LLC
Wade Wolf
1516 South Boston Ave, Ste. 215
Tulsa, OK 74119

Return to:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
575 Morosgo Drive NE
Atlanta, GA 30324

Re: Cell Site #OK1381; Cell Site Name: Robinson & 48th (OK)
Fixed Asset Number: 10148000
State: Oklahoma
County: Cleveland

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this ____ day of _____, 20__, by and between Norman Utilities Authority, a public trust, having a mailing address of P.O. Box 370, Norman, OK 73070 ("**Owner**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta GA 30004 ("**Tenant**").

1. Owner and Tenant entered into a certain Site Lease Agreement on the 12th day of April, 2011, as amended by that certain First Amendment to Site Lease Agreement dated the ____ day of _____, 20__ (collectively, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Term Commencement Date of the Agreement, with three (3) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.

4. 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.

"Owner"

Norman Utilities Authority, a public trust

By: _____

Print Name: _____

Its: _____

Date: _____

Approved as to form and legality this _____ day of _____, 20____.

City Attorney

Approved by the City Council of the City of Norman this _____ day of _____, 20____.

ATTEST:

Name: _____

Title: _____

"TENANT"

New Cingular Wireless PCS, LLC,

By: AT&T Mobility Corporation

Its: Manager

By: Mike Bridwell

Print Name: Mike Bridwell

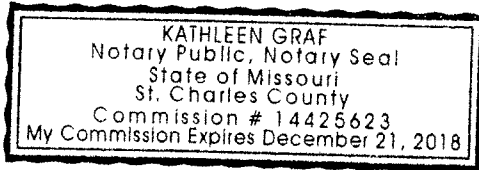
Its: Area Manager, Real Estate, AR/OK

Date: 12/2/10

TENANT ACKNOWLEDGEMENT

STATE OF Missouri)
) ss:
COUNTY OF St Charles)

On the 2 day of December, 2015, before me personally appeared Mike Bridwell, and acknowledged under oath that he is the Area Manager, Real Estate, AR/OK of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the limited liability company named as Tenant in the attached instrument, and as such was authorized to execute this instrument on behalf of the company.



Kathleen Graf
Notary Public: Kathleen Graf
My Commission Expires: 12/21/2018

OWNER ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 20____, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of Norman Utilities Authority, a public trust, the Owner named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the Owner and
- (c) executed the instrument as the act of the Owner.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 1

to the Memorandum of Lease dated _____, by and between Norman Utilities Authority, a public trust, as Owner, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

***The North One-half of the Northwest Quarter of the Northeast Quarter of Section Twenty-seven (27), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, State of Oklahoma.
(WARRANTY DEED RECORDED IN BOOK 293, PAGE 258, DEED RECORDS OF CLEVELAND COUNTY, OKLAHOMA.)***

The Premises is an approximate 240 square foot portion of the Property and is further described and/or depicted as follows:

***A tract of land lying in and being part of the Northeast Quarter (NE/4) of Section 27, Township 9 North, Range 2 West of the Indian Meridian, as described in Book 293, Page 258, Deed Records of Cleveland County, Oklahoma; Said tract being more particularly described as follows:
Commencing at a Mag nail found for the Northwest corner of said NE/4;
Thence N 89°48'47" E on the North line of said NE/4, a distance of 996.86 feet to a point on said North line; Thence S 00°11'13" E perpendicular to said North line, a distance of 220.65 feet to a 1/2" iron rod with cap set for the Northwest corner, said corner being the Point of Beginning; Thence S 89°48'54" E a distance of 12.00 feet to a 1/2" iron rod with cap set for the Northeast corner; Thence S 00°11'06" W a distance of 20.00 feet to a 1/2" iron rod with cap set for the Southeast corner;
Thence N 89°48'54" W a distance of 12.00 feet to a 1/2" iron rod with cap set for the Southwest corner; Thence N 00°11'06" E a distance of 20.00 feet to the Point of Beginning, containing 240.00 square feet or 0.006 acres, more or less.***

ACCESS NOTE: *LESSEE has common access from the Lessee's Lease Site via the existing gravel drive on the subject property to E. Robinson Street, a public street to the North.*

UTILITY NOTE: *LESSEE has common usage of the existing utilities on the subject property as shown hereon.*