Site Name: Lindsey St & Hwy 77

Site ID #: OK25XC367-A

AMENDMENT NO. ONE TO LEASE AGREEMENT

This Amendment No. One to Lease Agreement (this "Amendment"), effective as of the date last signed below ("Effective Date"), amends a certain Lease Agreement between Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, successor in interest to Sprint Spectrum, L.P. ("Tenant"), and The City of Norman, Oklahoma, a Municipal corporation ("Owner"), dated April 12, 2011 (the "Agreement").

BACKGROUND

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

<u>AGREEMENT</u>

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

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

2. <u>Frequency Use</u>. Provided that any frequencies used by Tenant will not cause interference with the properly licensed and permitted pre-existing frequencies in use or in operation at the Facilities and notwithstanding anything to the contrary contained herein, Tenant may operate the Facilities at any frequencies for which it has all requisite permits, leases or licenses.

3. <u>Additional Consideration</u>. As additional consideration for the modification and other rights set forth in this Amendment, Tenant will pay to Owner a one-time fee of \$3,000.00 within 30 days after execution of the Amendment by both parties.

Overland Park, Kansas 66251-2650

4. <u>Notice Address</u>. The notice addresses in Section <u>6</u> of the Agreement or referenced therein for the party or parties listed below are hereby deleted in their entirely and replaced with the following:

| To Owner: | City of Norman |
|------------|---------------------------|
| | Vanessa Fryar |
| | P.O. Box 370 |
| | Norman, Oklahoma 73070 |
| To Tenant: | Sprint Property Services |
| | Sprint Site ID: OK25XC367 |
| | Mailstop KSOPHT0101-Z2650 |
| | 6391 Sprint Parkway |

With a mandatory copy to: Sprint Law Department Sprint Site ID: OK25XC367 Mailstop KSOPHT0101-Z2020 6391 Sprint Parkway Overland Park, Kansas 66251-2020 Attn.: Real Estate Attorney

5. General Terms and Conditions.

a. All capitalized terms used in this 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 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 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 Amendment.

*****SIGNATURES ON FOLLOWING PAGE*****

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

Owner:

Date:

The City of Norman, Oklahoma a Municipal corporation

Tenant:

Sprint Spectrum Realty Company, L.P., successor in interest to Sprint Spectrum, L.P. a Delaware limited partnership

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| By: | |
|---------------|--|
| Printed Name: | |
| Title: | |

(Date must be completed)

By:

Printed Name:

Title:

Todd Tobis Area Manager Site Development

Date:

(Date must be completed)

Amendment No. One to Contract K-1011-82

Exhibit B-1

[see attached]

Exhibit B-1

OK25XC367 LOADING

Existing Loading:

(6) Antenna – KMW HB-X-AW-19-65-OTM-RET, 72" X 6.2", 28.6# EACH = 171#, (6) PAID FOR & INCLUDED IN PREVIOUS SA

(6) TMA – 7" X 14.4" X 4", 14.1# EACH – 84.6#, (6) PAID FOR & INCLUDED IN PREVIOUS SA

(12) Coax Cables – 1 5/8", 0.7# PER FOOT (180+- FEET EACH) = 1,512#, (12) PAID FOR & INCLUDED IN PREVIOUS SA

171 + 84.6 + 1,512 = 1767.6# - Paid for in original lease

Adding:

(3) RFS APXVERR18-C Antenna - 55# Each = 165#

(3) RRU's 11 - 55# EACH = 165#

(3) RRU's 31 - 55# EACH = 165#

(3) Hybrid Cables – H+S TSZ 999 067/xxxm - 39mm diameter, 1.53543" – 0.7# PER FOOT (180+- FEET EACH) = 378#

(9) RET's RFS ACU-A20-N = 1.25# Each = 11.25#

(3) Ericsson 800 ESMR Filters – Weight Each = 18# = 54#

(15) Fiber opto cables -0.50# each = 7.5#

165 + 165 + 165 + 378 + 11.25 + 54 + 7.5 = 945.75#

REMOVING:

- (3) Antenna KMW HB-X-AW-19-65-OTM-RET 28.6# EA = 85.8#
- (6) Coax Cables 1 5/8" (180+- FEET EACH) 0.7# PER FOOT = 756#
- (3) TMA 7" X 14.4" X 4", 14.1# EACH = 42.3#

85.8 + 756 + 42.3 = 884.1#

INTERIM LOADING DURING TEST PERIOD:

- (3) Antenna- KMW HB-X-AW-19-65-OTM-RET
- (6) TMA
- (6) Coax Cables
- (3) RFS APXVERR18-C Antenna
- (3) RRU's 11
- (3) RRU's 31
- (3) Hybrid Cables H+S TSZ 999 067/xxxm 39mm diameter
- (9) RET's RFS ACU-A20-N
- (3) Ericsson 800 ESMR Filters
- (15) Fiber opto cables

FINAL LOADING AFTER TESTING PERIOD:

- (3) RFS APXVERR18-C Antenna
- (3) RRU's 11
- (3) RRU's 31
- (3) Hybrid Cables H+S TSZ 999 067/xxxm 39mm diameter
- (9) RET's RFS ACU-A20-N
- (3) Ericsson 800 ESMR Filters
- (15) Fiber opto cables

NOTE: During the interim period, the total weight of equipment will be 61.65# more than the original weight. After the interim period, the total weight will be 821.85# less than the original weight. This is reserved for future loading.