

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

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“**Second 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 (or Lessee’s predecessor-in-interest) entered into an Agreement dated July 25, 2000 as amended by a Lease Agreement dated June 13, 2006, and as further amended by a First Amendment to Lease Agreement dated December 9, 2014 (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, 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 2-A. Lessor’s execution of this Amendment will signify Lessor’s approval of Exhibit 2-A. Exhibit 2-A hereby replaces Exhibit 1-A to the Agreement (which is page 3 of Exhibit A of the Agreement).

2. Rent. Commencing on the first day of the month following the execution of this Second Amendment, Rent shall be increased by Six Hundred Eighty-Five and No/100 Dollars (\$685.00) per month, subject to further adjustments as provided in the Agreement.

Amendment No. Two to Contract K-0506-151

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second 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 Second Amendment.

4. **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 Second Amendment on the dates set forth below.

“LESSOR”

Norman Utilities Authority

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

“LESSEE”

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: 

Name: Michael Bridwell

Title: Area Manager, Construction & Engineering AR/OK

Date: 2/14/18

LESSEE ACKNOWLEDGEMENT

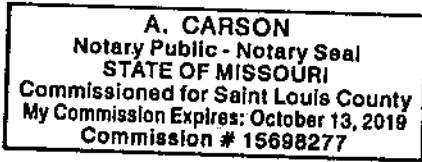
STATE OF MO)

COUNTY OF ST LOUIS)

)ss:

On the 14th day of Feb, 2018 before me personally appeared Michael Bridwell, and acknowledged under oath that he is the Area Manager, Construction & Engineering, AR/OK of AT&T Mobility Corporation, the Manager 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.

Andrea R. Sheehan



A. Carson
Notary Public: A. Carson
My Commission Expires: 10-13-19

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 2-A

Existing Equipment:

RAD: 83'

Antenna: (12) total

(6) Powerwave P65-16-XLH-RR [replace 3], (5) Andrew SBNHH-1D65C [replace 2], (1) Andrew SBNHH-1D65B [replace 1]

TMA: (12) total

(12) Powerwave LGP 17205

RRUs: (9) total

(3) Ericsson RRUS-11, (3) Ericsson RRUS-12 with A2 [replace 3], (3) Ericsson RRUS-32

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

Other: (2) Surge Suppressors, RET System with (1) 3/8" Cable

Proposed Equipment Changes:

RAD: 83'

Antenna: (12) total

Retain existing above and replace with (6) Kathrein 80010799

TMA: No changes

RRUs: (18) total

Retain existing above, replace with (3) Ericsson RRUS-12 and add (3) Ericsson B14 4478, (3) Ericsson RRUS-32 B2, (3) Ericsson RRUS-32 B66

Lines: Retain existing above and add (14) 3/4" Power and (7) 1/2" Fiber

Other: Retain existing above and add (7) Surge Suppressors and (3) Fiber Management Boxes

Final Configuration:

RAD: 83'

Antenna: (12) total

(6) Kathrein 80010799, (3) Powerwave P65-16-XLH-RR, (3) Andrew SBNHH-1D65C

TMA: (12) total

(12) Powerwave LGP 17205

RRUs: (18) total

(3) Ericsson B14 4478, (3) Ericsson RRUS-11, (3) Ericsson RRUS-12, (3) Ericsson RRUS-32, (3) Ericsson RRUS-32 B2, (3) Ericsson RRUS-32 B66

Lines: (12) 1-5/8" Coax, (18) 3/4" Power, (9) 1/2" Fiber

Other: (9) Surge Suppressors, (3) Fiber Management Boxes and RET System with (1) 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.