

Market: WEST  
Cell Site Number: OK1215  
Cell Site Name: BROOKHAVEN  
Fixed Asset Number: 10010262

### THIRD AMENDMENT TO LEASE AGREEMENT

This THIRD AMENDMENT TO LEASE AGREEMENT ("**Third Amendment**") dated as of the latter of the signature dates below ("**Effective Date**"), is by and between Norman Utilities Authority, a Public Trust, having a mailing address of P.O. Box 370, Norman, OK 73072 ("**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 ("**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 and by a Second Amendment to Lease Agreement dated February 27, 2018 (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, OK 73069; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the additional ground lease area to be used for an emergency generator; 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, in their mutual interest, wish to amend the Agreement as set forth below.

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. **New Premises Area.** Lessor agrees to increase the size of the Premises leased to Lessee by 6' x 16' to accommodate Lessee's needs. Upon the execution of this Amendment, Lessor leases to Lessee the additional premises described on attached Exhibit 1-A ("New Premises Area") for the purpose of indicated in Item 2. Lessor's execution of this Amendment will signify Lessor's approval of Exhibit 1-A. The Premises under the Agreement prior to this Amendment in addition to the New Premises Area under this Amendment shall be the Premises under the Agreement.
2. **Emergency Generator.** Lessee shall have the right to install, repair, maintain, modify, replace, remove, utilize and operate (including but not limited to operate as may be required by applicable law during emergency conditions) equipment within the New

Premises Area, including without limitation a concrete pad and emergency generator thereon, including back-up power supply. Lessee shall have the right to access the New Premises Area, and any provisions in the Agreement governing access shall apply to such access. The generator shall remain the property of Lessee, and Lessee shall have the right to remove or modify it at any time. The emergency generator shall be required to have a Level III sound enclosure and must fully comply with City sound ordinances requirements. Any onsite fuel storage tank must be double-walled and meet secondary containment requirements.

3. **Rent.** Commencing the first day of the month following 6 months from the approval of the THIRD AMENDMENT TO LEASE AGREEMENT by the Lessor ("Increase Commencement Date"), Rent shall be increased by One Hundred and No/100 Dollars (\$100.00) per month, subject to further adjustments as provided in the Agreement
4. **Other.** Lessor represents and warrants that, to its knowledge, no conditions exist within the New Premises Area or otherwise on the property where the Premises and New Premises Area are located that would adversely impact Lessee's permitting and/or installation of an emergency generator within the New Premises Area. Lessor authorizes Lessee to prepare, execute and file all required applications to obtain any government approvals for Lessee's use of the New Premises Area under this Agreement and agrees, at Lessee's request, to reasonably assist Lessee with such applications and with obtaining and maintaining the government approvals. Where applicable law governs how the emergency generator will be used, Lessee may use the emergency generator in the manner set forth in applicable law. Lessee may terminate this Amendment by written notice to Lessor at any time, and the rent increase set forth in Section 3 shall not take effect or shall be cancelled, as applicable, following any such termination. Within one hundred twenty 120 days after termination of this Amendment, Lessee shall remove its equipment from the New Premises Area; provided that any portions of the equipment that Lessee fails to remove within such period and cessation of Lessee's operations at the New Premises Area shall be deemed abandoned. Lessee shall repair any damage, less ordinary wear and tear, to the New Premises Area caused by its removal activities.

5. Article III of the Agreement is hereby deleted in its entirety and replaced with the following:

LESSEE agrees that it will operate its equipment in a manner which will not interfere with LESSOR's existing or future communications systems or the existing equipment of any other Lessee sharing the use of this location. Should such harmful interference be identified as being caused by LESSEE's equipment, LESSEE shall immediately take every reasonable step to mitigate and eliminate said interference. LESSOR shall require that all future radio operators, except as installed by the LESSOR or other City of Norman Departments or their agent, desiring to use this location will first coordinate with LESSEE to ensure that their frequencies and antenna locations will be compatible with LESSEE's so as to prevent such harmful interference.

If the Director of Utilities of LESSOR shall reasonably determine that any such harmful interference caused by LESSEE's equipment adversely affects the ability of the police, the fire department or any other department or agency furnishing services to carry out their duties and

thereby endangers the health, safety and welfare of the public, LESSEE shall discontinue the use of its equipment until the interference has been eliminated.

6. 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 LESSOR: Norman Utilities Authority  
Attn: City Clerk  
PO Box 370  
Norman, OK 73070  
Phone: (405) 366-5386  
Fax: (405) 366-5389

If to LESSEE: New Cingular Wireless PCS, LLC  
Attn: TAG - LA  
Re: Cell Site # OK1215  
Cell Site Name: BROOKHAVEN  
Fixed Asset #: 10010262  
1025 Lenox Park Blvd NE  
3rd Floor  
Atlanta, GA 30319

Norman Utilities Authority  
Attn: Director of Utilities  
PO Box 370  
Norman, OK 73070  
  
Phone: (405) 366-5443

With copy to: New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site # OK1215  
Cell Site Name: BROOKHAVEN  
(OKLAHOMA)  
Fixed Asset #: 10010262  
208 S. Akard Street  
Dallas, Texas, 75202-4206

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

**7. Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this THIRD AMENDMENT TO LEASE AGREEMENT, the terms of this THIRD AMENDMENT TO LEASE AGREEMENT shall control. Except as expressly set forth in this THIRD AMENDMENT TO LEASE AGREEMENT, 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 THIRD AMENDMENT TO LEASE AGREEMENT.

**8. 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 THIRD AMENDMENT TO LEASE AGREEMENT on the dates set forth below.

**LESSOR:**

Norman Utilities Authority

**LESSEE:**

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

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: Larry Heikkila  
Title: Chairman  
Date: \_\_\_\_\_

By: Michael Bridwell  
Print Name: MICHAEL BRIDWELL  
Title: Area Mgr - Const & Eng  
Date: 5/02/23

Attested By: \_\_\_\_\_  
Print Name: Brenda Hall  
Title: Secretary

Approved as to Form and Legality By:

Print Name: Heather Poole  
Title: Asst. Mun. Attorney II  
Date: \_\_\_\_\_

LESSOR ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 )ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_, and acknowledged under oath that he is the \_\_\_\_\_ of Norman Utilities Authority, the Lessor named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessor.

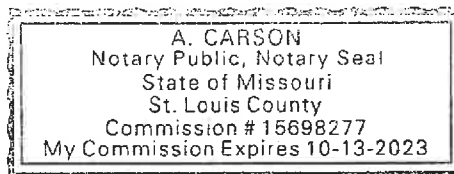
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

LESSEE ACKNOWLEDGEMENT

STATE OF Missouri )  
 )ss:  
COUNTY OF St. Louis )

On the 10 day of May, 2023 before me personally appeared Michael Bridwell and acknowledged under oath that he is the Area Mgr-Const & Eng of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LCC, the Lessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Lessee.

A. Carson  
Notary Public: A. Carson  
My Commission Expires: 10-13-23



## EXHIBIT 1-A

### Additional Premises Area

