

Market: AR / OK
Cell Site Number: OK1381
Cell Site Name: ROBINSON & 48TH
Fixed Asset Number: 10148000

SECOND AMENDMENT TO SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO SITE LEASE AGREEMENT (“**Amendment**”) dated as of the latter signature date below (“**Effective Date**”) is by and between Norman Utilities Authority, a public trust, having a mailing address at P.O. Box 370, Norman, OK 73070 (“**Owner**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

WHEREAS, Owner and Tenant entered into a Site Lease Agreement dated April 12, 2011, and as further amended by First Amendment to Site Lease Agreement dated January 26, 2016, whereby Owner leased to Tenant a certain Site, therein described, that is a portion of the Owner's Property located at 3098 East Robinson, Suite A, Norman, OK 73069 (collectively, the “**Agreement**”); and

WHEREAS, the Term of the Agreement will expire on April 17, 2031, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Owner and Tenant desire to adjust the Rent in conjunction 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, 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. Renewal Term.** At the end of the final Renewal Term presently set forth in the Agreement (April 17, 2031), the Term will automatically renew for an additional four (4) separate consecutive periods of five (5) years each (each being defined as a “Renewal Term”) upon the same terms and conditions of the Agreement, unless Tenant notifies Owner in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing Renewal Term.
- 2. Modification of Rent.** Commencing on February 1, 2026, the current Rent payable under the Agreement shall be Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) per month, and shall continue during the Term, subject to adjustment, if any, as provided below. In the event

of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

3. **Future Rent Increase / Monthly Payments.** The Agreement is amended to provide that commencing on April 18, 2026, Rent shall increase by three percent (3%) over the Rent paid during the previous year and every year thereafter.

4. **Future Modifications and Tenant Payment for Technical Consultant Reviews.** When Tenant requests modifications to Tenant's Facilities at the Owner's Property, the Owner may utilize a third-party consultant to verify that the proposed modifications won't negatively impact the Owner's Property and that the proposed modifications are generally compliant with good industry practices. Upon request for the modifications by the Tenant, the Owner may present the Tenant with the actual cost, not to exceed \$1,000 for the review of the modifications by a third-party consultant for which the Tenant will be responsible for payment prior to the Owner's review of the modifications. The cost for third-party review, once paid, will not be refunded should the Tenant determine to not install the proposed modifications.

5. **Acknowledgement.** Owner acknowledges that: 1) this Amendment is entered into of the Owner's free will and volition; 2) Owner has read and understands this Amendment and the underlying Agreement and, prior to execution of this Amendment, was free to consult with counsel of its choosing regarding Owner's decision to enter into this Amendment and to have counsel review the terms and conditions of this Amendment; 3) Owner has been advised and is informed that should Owner not enter into this Amendment, the underlying Agreement between Owner and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

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

NOTICES. All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices of Default to Tenant:

- a) To Tenant's Lease Administration Department at NoticeIntake@att.com; and
- b) To Tenant's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: OK1381; Cell Site Name: ROBINSON & 48TH (OK)
Fixed Asset #: 10148000
208 Akard Street
Dallas, TX 75202-4206

For Notices of Default to Owner:

- a) To Owner at nathan.madenwald@normanok.gov; and
- b) To Owner's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

Norman Utilities Authority
PO Box 370
Norman, OK 73070

All other Notices will be sent:

- a) To Tenant's Lease Administration Department at NoticeIntake@att.com; and
- b) To Owner at nathan.madenwald@normanok.gov

Notices by email will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

7. Charges. All additional charges payable under the Agreement, such as utilities and taxes, shall be billed by Owner within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Owner, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Owner. The provisions of this subsection shall survive the termination or expiration of the Agreement.

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

9. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latter signature date below.

TENANT:

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

By: AT&T Mobility Corporation
Its: Manager

By: Signed by:
Tim Matthews
U73E6FEA2FBB4FD...

Print Name: Tim Matthews

Its: Associate Director

Date: 2/9/2026

OWNER:
Norman Utilities Authority

APPROVED as to form and legality this 3 day of March, 2026.



City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 2026.

ATTEST

By: _____

Title: _____
