

AMENDMENT TO CABLE TELEVISION AGREEMENT AND PERMIT

This Amendment ("Amendment") to the Cable Television Agreement, Contract K-2223-129, and associated non-exclusive Permit (defined below) is between the City of Norman, Oklahoma, ("City") and Bluepeak BTS Borrower, LLC d/b/a Bluepeak, ("Bluepeak") and is entered into as of this ____ day of _____, 2026.

Recitals

A. The City granted a non-exclusive Franchise and Permit, as detailed in the Cable Television Agreement, Contract K-2223-129, to Clarity Telecom, LLC (d/b/a Bluepeak Fiber), passed, approved, adopted and accepted by the last signature date of the parties on March 14, 2023 (the "Agreement").

B. Via an "intracompany transfer", as permitted by Section 3(D) (Nature of Agreement) of the Agreement, the non-exclusive Franchise and Permit was transferred by Clarity Telecom, LLC to Bluepeak BTS Borrower, LLC (d/b/a Bluepeak). For convenience, the term "Clarity" under the Agreement, the Permit, and this Amendment shall refer to Clarity Telecom, LLC (as it relates to the period prior to the date of transfer of the Permit) and to Bluepeak BTS Borrower, LLC (d/b/a Bluepeak) (as it relates to the period from and after the date of transfer of the Permit). All other capitalized terms used in this Amendment without definition shall have the meanings assigned to them in the Agreement.

Amendments

1. **Amendment of Term of Agreement.** Section 1 (Term of Agreement) of the Agreement is hereby deleted and replaced with the following:
"1. This non-exclusive Agreement shall take effect the last date of the signature of this Amendment by the City and by Clarity and shall be effective for a term of five (5) years thereafter. Prior to the end of this term, the parties agree to enter into good faith negotiations regarding possible renewal and/or modification and/or extension of this Agreement subject to Clarity's right to commence renewal proceedings under Applicable Law."
2. **Acknowledgment of Notice of Transfer of Permit.** The City acknowledges that Clarity Telecom, LLC properly transferred the Agreement and Permit to Bluepeak BTS Borrower, LLC (d/b/a/ Bluepeak) as permitted by Section 3(D) (Nature of Agreement) of the Agreement.
3. **Updated Notice Information.** Section 12 (Notices) of the Agreement is updated to add the following notice information for the parties:

For City:

Copy to: rick.knighton@normanok.gov

For Clarity/Bluepeak:

Copy to: Bluepeak BTS Borrower, LLC (d/b/a Bluepeak)
4600 South Ulster, Suite 1300
Denver, CO 80237
Attn: Legal Notices

Email Copy to: compliance.team@mybluepeak.com

4. **Effect of Amendment.** The Agreement and Permit shall remain in full force and effect except as modified by this Amendment.

In Witness Whereof, the parties hereunto set their hands and seals the date first above written. The parties agree that they may conduct the transaction by electronic means and hereby state that electronic signature is valid and shall have the same force and effect as an original signature.

BLUEPEAK BTS BORROWER, LLC:

BY: _____

Title: CBO

ACKNOWLEDGEMENT

STATE OF CO)

) ss:

COUNTY OF Denver)

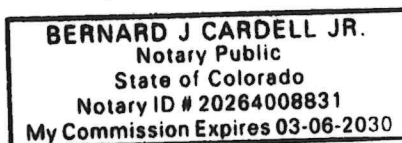
Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of October, 2026, personally appeared Michael Henry to me known to be the identical person who executed the foregoing, and acknowledged to me that he/she executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Bernard J Cardell Jr
Notary Public

My commission expires:

03-06-2030



CITY OF NORMAN:

APPROVED this _____ day of _____, 2026 by the Norman City Council.

BY: _____

Mayor

ATTEST:

City Clerk

Approved as to form and legality this 20 day of October, 2026.

[Signature]
City Attorney