

Market: AR / OK  
Cell Site Number: OKL01215  
Cell Site Name: BROOKHAVEN  
Fixed Asset Number: 10010262

#### FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (“**Fourth 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 (“**Lessor**”) 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 (“**Lessee**”) (Lessor and Lessee may each sometimes be referred to herein as a “**Party**” or together as the “**Parties**”)

WHEREAS, Lessor and Lessee (or its affiliate or predecessor-in-interest) entered into an Agreement dated July 25, 2000 and a Lease Agreement dated June 13, 2006, as amended by First Amendment to Lease Agreement dated December 9, 2014, as further amended by Second Amendment to Lease Agreement dated February 27, 2018, and as further amended by Third Amendment to Lease Agreement dated June 27, 2023, whereby Lessor leased to Lessee certain Leased Premises therein described, that are a portion of the property (“**Property**”) located at 4151 West Robinson Street, Norman, OK 73069 (collectively, the “**Agreement**”); and

WHEREAS, the term (“**Term**”) of the Agreement will expire on June 30, 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, Lessor and Lessee desire to adjust the monthly rent (“**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, 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. **Renewal Term.** In addition to the renewal terms presently set forth in the Agreement (each a “**Renewal Term**”), the parties hereby agree to add four (4) additional renewal terms of five (5) years each. Accordingly, at the end of the final Renewal Term presently set forth in the Agreement, the Term will automatically renew for an additional four (4) separate consecutive periods of five (5) years each (each being defined as an “**Additional Renewal Term**”) upon the same terms and conditions of the Agreement, unless Lessee notifies Lessor in writing of Lessee’s intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then-

in-effect Renewal Term or Additional Renewal Term, as applicable. Hereafter, "Term" shall include any and all Renewal Terms and Additional Renewal Terms that may go into effect.

2. **Modification of Rent.** Commencing on March 1, 2026, the current monthly Rent payable under the Agreement shall be Four Thousand Three Hundred Twenty-Six and 45/100 Dollars (\$4,326.45) 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, Lessee 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 July 1, 2027, Rent shall increase by three percent (3%) over the monthly Rent paid during the previous year and every year thereafter.

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

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

6. **Notices.** Article XIII 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 Lessee:

- a) To Lessee's Lease Administration Department at [NoticeIntake@att.com](mailto:NoticeIntake@att.com); and
- b) To Lessee'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 #: OKL01215; Cell Site Name: BROOKHAVEN (OK)  
Fixed Asset #: 10010262  
208 Akard Street  
Dallas, TX 75202-4206

For Notices of Default to Lessor:

- a) To Lessor at [nathan.madenwald@normanok.gov](mailto:nathan.madenwald@normanok.gov); and
- b) To Lessor'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  
P.O. Box 370  
Norman, OK 73070

All other Notices will be sent:

- a) To Lessee's Lease Administration Department at [NoticeIntake@att.com](mailto:NoticeIntake@att.com); and
- b) To Lessor at [nathan.madenwald@normanok.gov](mailto: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 (if any), such as utilities and taxes, shall be billed by Lessor 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 Lessor, and shall not be payable by Lessee. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Lessor. 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, or the First, Second, or Third Amendments, and this Fourth Amendment, the terms of this Fourth Amendment shall control. Except as expressly set forth in this Fourth 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 Fourth 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 Fourth Amendment on this \_\_\_ day of \_\_\_\_\_ 2026.

LESSEE:

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

By: AT&T Mobility Corporation  
Its: Manager

Signed by:  
By: Tim Matthews  
073E9FEA2FBB4FD...

Print Name: Tim Matthews

Its: Associate Director

Date: 4/2/2026

LESSOR:

Norman Utilities Authority

APPROVED as to form and legality this 21 day of April, 2026.

Abby Kilbourn  
City Attorney

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

ATTEST

By: \_\_\_\_\_

Title: \_\_\_\_\_