

Market: AR / OK
Cell Site Number: OKL01660
Cell Site Name: LINDSEY & CLASSEN
Fixed Asset Number: 10148009

FIRST AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN NEW CINGULAR WIRELESS PCS, LLC AND THE CITY OF NORMAN OKLAHOMA

THIS FIRST AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN NEW CINGULAR WIRELESS PCS, LLC AND THE CITY OF NORMAN OKLAHOMA ("**Amendment**") dated as of the latter signature date below (the "**Effective Date**") is by and between The City of Norman Oklahoma, a municipal corporation, 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 Lease Agreement by and between New Cingular Wireless PCS, LLC and The City of Norman Oklahoma dated April 12, 2011, whereby Owner leased to Tenant certain Premises ("**Premises**"), therein described, that are a portion of the Owner's Property located at 630 East Lindsey Street, Norman, OK 73069 (the "**Agreement**"); and

WHEREAS, 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 desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; 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 (May 1, 2031), the Term will automatically renew for an additional five (5) 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 Term.

2. **Modification of Rent.** Commencing on October 1, 2026 the current Rent payable under the Agreement shall be Two Thousand Nine Hundred Seventy-Five and No/100 Dollars (\$2,975.00) per month (the “**Rent**”), and shall continue during the Term, subject to adjustment, if any, as provided in Section 3 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 July 1, 2027, Rent shall increase by three percent (3%) over the Rent paid during the previous year and every year thereafter.

4. **Emergency 911 Service.** In the future, without the payment of additional Rent, or any other consideration, and at a location mutually acceptable to Owner and Tenant, Owner agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Future Improvements and Tenant Payment for Technical Consultant Reviews.** When Tenant requests modifications to the Facilities at the Owner’s Property (the “**Improvements**”), the Owner may utilize a third-party consultant to verify that the proposed Improvements will not negatively impact the Owner’s property and are generally compliant with good industry practices (the “**Consultant Services**”). Upon request for the Improvements by the Tenant, the Owner may present the Tenant with a copy of the Consultant Services invoice. The Tenant will be responsible for paying an amount for the Consultant Services, which shall not exceed One Thousand and No/100 Dollars (\$1,000.00) (the “**Tenant Payment**”). The Tenant Payment, once paid, will not be refunded should the Tenant determine to not install the Improvements.

6. **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.

7. **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 to Tenant:

- a) To Tenant's Lease Administration Department at NoticeIntake@att.com with "Cell Site #: OKL01660; Site Name: LINDSEY & CLASSEN (OK); FA#: 10148009," in the e-mail subject line; and
- b) With a copy of notice of default to Tenant's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid addressed to:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: OKL01660; Cell Site Name: LINDSEY & CLASSEN (OK)
Fixed Asset #: 10148009
208 S. Akard Street
Dallas, TX 75202-4206

For Notices to Owner:

- a) Notices of default shall be sent
 - 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:

The City of Norman Oklahoma
P.O. Box 370
Norman, OK 73070

- b) All other Notices will be sent 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.

8. Charges. All 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.

9. 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

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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.

10. **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]

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IN WITNESS WHEREOF, the parties have executed this Amendment on this _____
day of _____, 2026.

TENANT:

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

By: AT&T Mobility Corporation
Its: Manager

Signed by:
By: Tim Matthews
073E6FEA2FBB4FD...

Print Name: Tim Matthews

Its: Associate Director

Date: 9/1/2026

OWNER:
The City of Norman, Oklahoma

APPROVED as to form and legality this 1 day of September, 2026.

Shannon Dulbon
City Attorney

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

ATTEST: _____ Mayor

City Clerk