## SECOND AMENDMENT TO BUILDING, ROOFTOP, WATER TANK AND MICELLANEOUS STRUCTURE ATTACHMENT LEASE AGREEMENT

THIS SECOND AMENDMENT TO BUILDING, ROOFTOP, WATER TANK AND MICELLANEOUS STRUCTURE ATTACHMENT LEASE AGREEMENT ("Second Amendment"), effective as of the date last signed below (the "Second Amendment Effective Date"), amends a certain BUILDING, ROOFTOP, WATER TANK AND MICELLANEOUS STRUCTURE ATTACHMENT LEASE AGREEMENT between Sprint Spectrum Realty Company, LLC., a Delaware limited liability company, successor in interest to AGW Leasing Company, Inc. ("Lessee"), and The City of Savannah ("Lessor"), dated February 24, 2000 as amended May 1, 2008 (the "Agreement").

## **BACKGROUND**

WHEREAS, Lessee desires to modify its installation on the Antenna Site by adding or swapping out antennas and other equipment to the Facilities, as more particularly described in Exhibit B-1 annexed hereto, and Lessee and Lessor's desire to modify the provisions of the Agreement as provided below.

## **AGREEMENT**

For good and valuable consideration the receipt and sufficiency of which are acknowledged, Northland and Tenant agree as follows:

- 1. Modification to the Facilities. Effective as of the Second Amendment Effective Date, Exhibit B to the Agreement is hereby amended to include the modifications identified on Exhibit B-1, a copy of which is attached and made a part hereof. Exhibit B-1 supplements Exhibit B to the Agreement, and shall not be deemed to supersede or otherwise modify Exhibit B or any part thereof except to the extent specifically set forth in Exhibit B-1. At any time after full execution of this Second Amendment, Lessee is permitted to do all work necessary to prepare the facilities for installation and to install those modifications identified on Exhibit B-1.
- 2. <u>Modification to Rent</u>. Effective as of the Second Amendment Effective Date, as additional consideration for the modification and other rights set forth in this First Amendment, starting on the date that is 30 days after the start of construction of the modifications to the Facilities, the monthly rent will be increased by \$400.00.
- 3. <u>Notice Address</u>. Effective as of the Second Amendment Effective Date, the notice addresses set forth below the signature line of the Agreement or referenced therein for the party or parties listed below are hereby deleted in their entirely and replaced with the following:

To Tenant:

Sprint Property Services Sprint Site ID: AT03AW060 Mailstop KSOPHT0101-Z2650 6391 Sprint Parkway

Overland Park, Kansas 66251-2650

With a mandatory copy to:

Sprint Law Department Sprint Site ID: AT03AW060 Mailstop KSOPHT0101-Z2020 6391 Sprint Parkway

Overland Park, Kansas 66251-2020

Attn.: Real Estate Attorney

## 4. General Terms and Conditions.

- a. All capitalized terms used in this First Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.
- b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this First Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
  - c. This Second Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- d. Each of the parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment.

\*\*\*SIGNATURES ON FOLLOWING PAGE\*\*\*

The parties have executed this Second Amendment as of the Effective Date.

Lessor: The Mayor and Aldermen of the City of Savannah, GA		Lessee: Sprint Spectrum Realty Company, LLC., a Delaware limited liability company	
Ву:		Ву:	C Heath McCall
Printed Name:	Roberto Hernandez	Printed Name:	C. Heath McCall
Title:	City Manager	Title:	Market Manager
Date:	(Date must be completed)	Date:	<u>03/21/2018</u> (Date must be completed)