

STATE OF GEORGIA

COUNTY OF CHATHAM

**BUILDING, ROOFTOP, WATER TANK AND MISCELLANEOUS
STRUCTURE ANTENNA ATTACHMENT LEASE AGREEMENT**

WITNESSETH

WHEREAS, The Mayor and Aldermen of the City of Savannah (“Lessor”/“City”) desire to lease to New Cingular Wireless PCS, LLC, a Delaware limited liability company, (“Lessee”) space upon the Tower/Structure (hereinafter referred to as “Structure”) located at 1 James Blackburn Drive, Savannah, Georgia 31408, (this “Lease”) owned by Lessor upon which Lessee intends to mount certain of Lessee’s antennas, other equipment and related devices, and certain portions of a covered and enclosed structure which are suitable for Lessee’s equipment, or alternatively, to lease ground space for the installation of a structure by Lessee to be used exclusively to house Lessee’s equipment.

NOW THEREFORE, for and in consideration of the terms and mutual promises herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged Lessor and Lessee agree as follows:

1. PROPERTY. Lessor hereby grants to Lessee the right to install, maintain, operate and remove radio communications equipment and appurtenances on Lessor’s Structure and the leased ground space (hereinafter, Lessee’s tower space and leased ground space shall be collectively referred to as “Property”), the Lessor’s Structure and real property being more particularly described in Exhibit “A”, attached hereto. This Lease shall be only for a space upon said Structure and for use of ground space. Lessee shall not be entitled to any use of Lessor’s utilities.

2. USE.

(a) Lessee shall be permitted to install only an equipment cabinet, shelter, or building, antennas, dishes, cabling, emergency power generators and related equipment on the Property (hereinafter “Antennas Facilities”) at the identified location (s) as shown in Exhibit “B”, with the ground space not to exceed 350 square feet. A description of the equipment, shelter and other personal property owned by the Lessee which Lessee shall be authorized to place on the Property is attached hereto as Exhibit “A-1”. Any personal property owned by the Lessee whether fixed or attached to the Property of the Structure shall remain the exclusive property of Lessee. Lessor hereby grants Lessee access to the property 24 hours a day, seven days a week, for the purpose of installing and maintaining Lessee’s equipment and appurtenances. Lessee shall abide by any and all security restrictions, now or in the future imposed by Lessor. Lessee shall be responsible for all the electrical and all of its other necessary utility easements to said property during the Initial

Term of this Lease and any Renewal Term. Lessee will be installing a permanent generator on the property;

(b) Lessee shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including those of the Federal Communications Commission, and the Federal Aviation Administration, the City of Savannah "Standards for Commercial Wireless Telecommunications Antennas and Towers", and all other laws and ordinances relating to standards for commercial wireless telecommunications antennas and towers, zoning, zoning variances, land use, historical sites, health, radio frequency emissions, other radiation and safety) in connection with the Lessee's use, operation, maintenance, construction and/or installation of the Antenna Facilities and/or the Property. Lessor agrees to reasonably cooperate with the Lessee in obtaining, at the Lessee's expense (including Lessor's reasonable attorney and administrative fee), any federal licenses and permits required for or substantially required by Lessee's use of the Property.

(c) Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Lease, or its applications to any entity or person, is, for any reason, declared invalid, in whole or part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

(d) This lease is not a franchise pursuant to the City's Telecommunications Ordinance (Code of the City of Savannah, Georgia, Article DD-Chapter I-Part 6:2501-2508) nor is it a permit to use the rights of way. Any such franchise or permit must be obtained separately from the City.

3. INITIAL TERM. The Initial Term of this Lease shall be a period of five (5) years commencing on the 1st day of October 2017 ("Commencement Date") and expiring on the 30th day of September 2022 ("Initial Term").

4. RENEWAL TERM. The Lessee shall have the right and option to renew this lease for three (3) additional five (5) year periods. Renewals will be automatic unless (i) Lessee provides written notice of its intent not to renew is received 90 days prior to the renewal date, or (ii) Lessee has defaulted on any term of the Lease, the applicable cure period for said default has elapsed, and a plan detailing the corrective actions to be taken by the Lessee to cure such default has not been approved by the City Council.

5. CONSIDERATION.

(a) Initial Term. Lessee shall pay to the Lessor, as annual rental, the sum of Seventy Two Thousand Dollars and 00/NO, (\$72,000.00). Lessee recognizes that the amount Lessee pays may be higher, lower, or the same as that amount being paid by others who lease space on the Structure due to the timing/terms associated with other use agreements involving co-location, among other factors. Lease payments shall be invoiced in advance annually by Lessor and Lessee shall pay with the first such payment due on Commencement Date of the Lease and subsequent payments shall continue to be invoiced by Lessor and become due on each anniversary of the Commencement Date.

The base rent shall be increased annually effective as of the first anniversary of the Commencement Date by four percent (4%).

6. LESSOR'S REPRESENTATIONS. Lessor represents that all operations conducted by Lessor in connections with the Structure and the Property, including the Structure lighting system meet with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Administration and all notice requirements, applicable codes and regulations of the City, County and the State.

7. TAXES. Lessee shall pay any taxes levied on Lessee's personal property located or installed on the Property.

8. CONDITIONS PRECEDENT. Lessor's and Lessee's obligation to perform under this Lease shall be subject to and conditioned upon:

(a) Lessee shall obtain and pay for all applicable permits and fees required to commence operations at the Property associated with or in any way related to Lessee's proposed lease of the space or Lessee's operations within sixty (60) days after the commencement date of this Lease or said lease shall terminate effective November 30, 2017.

9. INSTALLATION OF EQUIPMENT AND LEASEHOLD IMPROVEMENTS.

(a) Lessee shall have the right, at its sole cost and expense, to install, operate and maintain on the Property, in accordance with good engineering practices and with all applicable rules and regulations, its Antenna Facilities as described in Exhibit "A-1".

(b) Lessee's installation of all such Antenna Facilities shall be done according to plans approved by Lessor. Any damage done to the Property, caused by the Lessee, its agents, employees, contractors or invitees, during installation and/or during operations shall be repaired or replaced with thirty (30) days of Lessee's receipt of written notice at Lessee's expense and to Lessor's sole satisfaction.

(c) Within thirty (30) days after the Construction End Date, Lessee shall provide Lessor with as-built drawings of the Antenna Facilities and the improvements installed on the Property, which show the actual locations of all equipment and improvements consistent with Exhibit "A-1". Drawings shall include all applicable structural information relating to total effect on the Structure including but not limited to, wind loading, torque loading (if applicable), floor loading (if applicable), roof loading (if applicable) and total weight of all antennas and appurtenances.

10. EQUIPMENT UPGRADE. Lessee may update or replace the Antenna Facilities from time to time with the prior written approval of the Lessor, such approval not be unreasonably withheld, conditioned, or delayed, provided that the replacement antennas/equipment are not greater in number, or size than the existing antennas/equipment and

that any change in the location on the Structure or modified use of the ground space is satisfactory to the Lessor. Lessee shall submit to Lessor a detailed proposal for any such replacement antennas/equipment and ground space equipment, and any supplemental materials as may be requested for Lessor's evaluation and approval. Any increase in the number, size of the antennas/equipment may be subject to a reasonable market-rate rent increase at the sole discretion of the Lessor.

11. DAMAGES. Neither Lessee nor any person acting on Lessee's behalf shall take or permit any action to be done which may impair or damage any City property or other property located in or adjacent to City property. Lessee shall be responsible for all damages to Lessor's Structure caused by Lessee's use, attempted use or preparation for same, whether or not said damage was occasioned by and the fault of Lessee, excluding damage caused by Lessor, its agents, contractors or invitees. It is specifically understood that all grounding, attachment mechanisms, lighting and integrity factors must comply with the highest level contained in the manufacturers' analysis, mandatory specifications, regulatory agencies, National Electrical Code, Southern Building Code, Motorola Standard R-56 or as may be required by the Lessor.

12. RELOCATION OR REMOVAL OF EQUIPMENT. Within one hundred eighty (180) days following Lessee's receipt of written notice from the City, Lessee shall, at its own expense, temporarily remove, relocate, change or alter the position of any equipment or facility whenever the City reasonably determines that such removal, relocation, change or alteration is necessary for:

(a) the construction, repair, maintenance or installation of any City or other public improvement in or upon City property.

(b) the operations of the City or other governmental entity in or upon City property or the right-of-way. Lessor will work in good faith with Lessee to ensure the least disruption to Lessee's operation as feasibly possible.

13. TERMINATION. Except as otherwise provided herein, this Lease may be terminated, without penalty or further liability upon written notice as follows:

(a) By either party upon default of any covenant or term hereof by the other party which default is not cured with sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to other provisions hereof), provided, however, that if the default cannot be cured within sixty (60) days, and the defaulting party is diligently pursuing a cure, then a default shall not be declared, and this lease shall not be terminated.

(b) By Lessor, should Lessor notify Lessee of any emergency (public health, safety, or structural integrity) problem found with the Lessee's use or occupancy of the Structure and Lessee does not cure same within forty-eight (48) hours of receipt of written notice. Lessor shall have the right to cure same and charge lessee for expenses associated with said cure and/or treat Lessee's failure to cure as a default.

(c) By LESSOR, if Lessor determines that it no longer shall maintain the Structure as part of its water system, LESSOR shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that six (6) months prior notice is given to LESSEE pursuant to paragraph 17

14. INDEMNITY AND INSURANCE.

(a) Disclaimer of Liability: Lessor shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of construction, maintenance, repair, use, operation, condition, or dismantling of the Property or Lessee's Antenna Facilities, excluding Lessor's employee, agent, contractor, or invitee's negligence, act or omission.

(b) Insurance: During the term of the Lease, Lessee shall maintain, or cause to be maintained, in full force and effect and at its sale cost and expense, the following types and limits of insurance or self insure same:

- i. Worker's Compensation insurance meeting applicable statutory requirements and employer's liability insurance with limits of One hundred thousand Dollars (\$100,000) for each accident/ per disease, per employee/ per disease, policy limits.
- ii. Commercial General Liability insurance with limits of Two Million Dollars (\$2,000,000) as the combined single limit for each occurrence and in the aggregate of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

iii) At the start of and during the period of any construction, an installation floater or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the installation of the Antenna Facilities. Upon completion of the installation of the Antenna Facilities, the Lessee shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on the Antenna Facilities. The amount of the insurance at all times shall be representative of the insurable values installed or constructed. Permission is granted to Lessee to self insure the items.

1. All required policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims-made basis.
2. The coverage amounts set forth above may be met by a combination of underlying and umbrella excess policies so long as, in combination, the limits equal or exceed those stated.
3. The Lessee shall assure to the Lessor that any and all vehicles brought onto Lessor's property by Lessee will be insured consistent with the provisions of State law regarding personal protection insurance and property protection insurance.

(c) Indemnification: Lessee shall, as its sole cost and expense, indemnify and hold harmless Lessor and all associated, affiliated, allied and subsidiary entities of Lessor, now existing or hereinafter created and their respective officers, boards, commissions, employees, agents, attorneys and contractors (hereinafter referred to as "Indemnitees"), from and against:

- a. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witness and consultants), which may be imposed upon, incurred by or be asserted against the Indemnities by reason of any act or omission of Lessee, its personnel, employees, agents, contractors, or subcontractors, resulting in personal injury, bodily injury, sickness, disease or death of any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, invasion of privacy and unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm, or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Property of Lessee's Antenna Facilities or the Lessee's failure to comply with federal, state or local statute, ordinance or regulation, excluding Lessor, its employees', agents', contractors' or invitees' negligence, act or omission.
- b. Any and all liabilities, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnities by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to Lessee, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Property or Lessee's Antenna Facilities, and upon the written request of Lessor, Lessee shall cause such claim or lien covering Lessor's property to be discharged or bonded with thirty (30) days following such request.
- c. Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnities by reason of any financing or securities offering by Lessee or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of Georgia or United States, including those of the Federal Securities and Exchange Commission, whether by Lessee or otherwise.

(d) Assumption of Risk: Lessee undertakes and assumes for its officers, agents, affiliates, contractors, subcontractors, and employees (collectively "Lessee" for the purpose of this section), all risk of dangerous conditions, if any, on or about the Property, and Lessee hereby agrees to indemnify and hold harmless the Indemnities against and from any claim asserted or liability imposed upon the Indemnities for personal injury or property damage to any person (other than from Indemnities' sole negligence) arising out of the Lessee's installation, operation,

maintenance, condition or use of the Property or Lessee's Antenna Facilities or Lessee's failure to comply with any federal, state or local statute, ordinance or regulation.

(e) Defense of Indemnities: In the event any action or proceeding shall be brought against the Indemnities by reason of any matter for which the Indemnities are indemnified hereunder, Lessee shall, upon notice from any of the Indemnitees, at Lessee's sole cost and expense, resist and defend the same with legal counsel mutually selected by Lessee and the Lessor; provided however, the Lessee shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of the Lessor and provided further that Indemnities shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the Lessee.

(f) Notice. Cooperation and Expenses: Lessor shall give Lessee prompt notice of the making of any claim of the commencement of any action, suitor other proceeding covered by the provisions of this paragraph. Nothing herein shall be deemed to prevent Lessor from cooperating with Lessee and participating in the defense of any litigation by Lessor's own counsel. Lessee shall pay all expense incurred by Lessor in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the Lessor's attorney, and the actual expenses of Lessor's agents, employees, or expert witnesses and disbursement and liabilities assumed by Lessor in connection with such suits, actions or proceedings but shall not include attorneys' fees for services that are unnecessarily duplicative of services provided Lessor by Lessee. If Lessee requests Lessor to assist it in such defense then Lessee shall pay all expenses incurred by Lessor in response thereto, including defending itself with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expense such as attorney fees and shall also include the costs of any services rendered by the Lessor's agents, employees or expert witnesses, and disbursements and liabilities assumed by Lessor in connection with such suits, actions and proceedings.

(g) Named Insureds: The Commercial General Liability Policy shall name Lessor and all associated, affiliated, allied and subsidiary entities of Lessor, now existing or hereafter created, and their respective officers, boards, commissions. Employees, agents and contractors, as their respective interests may appear as additional insureds (herein referred to as the "Additional Insureds"). Each policy which is to be endorsed to add Additional Insureds hereunder, shall contain cross liability wording.

(h) Evidence of Insurance: Certificates of insurance for each insurance policy required to be obtained by Lessee in compliance with this paragraph shall be filed and maintained with Lessor annually during the term of the Lease. Lessee shall immediately advise Lessor. Lessee shall immediately advise Lessor of any claim or litigation that may result in liability to Lessor.

(i) Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Lease shall contain the following endorsement;

“At least sixty (60) days prior written notice shall be given to Lessor by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the parties named in this Lease.”

(j) Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business in the State of Georgia or surplus line carriers on the State of Georgia Insurance Commissioner’s approved list of companies qualified to do business in the State of Georgia. All insurance carries and surplus line carriers shall be rated A+ or better by A.M. Best Company. Notwithstanding the foregoing, Lessee shall be permitted to self-insure.

(k) Deductibles: All insurance policies may be written with deductibles, not to exceed fifty thousand dollars (\$50,000) unless approved in advance by Lessor. Lessee agrees to indemnify and save harmless Lessor, the Indemnities and Additional Insures from and against the payment of any deductible and from payment of any premium on any insurance policy requires to be furnished by this Lease.

(l) Contractors: Lessee shall require that each and every one of its contractors and their subcontractors who perform work on the Property carry, in full force and effect, worker’s compensation, comprehensive public liability and automobile liability insurance coverages of the type which Lessee is required to obtain under the terms of this paragraph with appropriate limits of insurance.

15. HAZARDOUS SUBSTANCE INDEMNIFICATION.

- a. Lessor and Lessee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party’s activity conducted in or on the Property.
- b. Lessee agrees to hold harmless the Lessor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the Lessee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding (“**Claims**”), to the extent arising from Lessee’s’s breach of its obligations or representations under Section 11(a). Lessee agrees to hold harmless and indemnify Lessor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Lessee for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Lessee.
- c. The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by

any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

- d. In the event Lessee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Lessee's sole determination, renders the condition of the Premises or Property unsuitable for Lessee's use, or if Lessee believes that the leasing or continued leasing of the Premises would expose Lessee to undue risks of liability to a government agency or third party, Lessee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Lessor.

16. INTERFERENCE. Lessee shall be responsible for curing any and all interference to the operation to Lessor's equipment or property or other entities who presently lease Structure space. Lessor does not guarantee to Lessee subsequent non-interference with Lessee's communications operations, provided however, that in the event any other party, except a governmental unit, office or agency, request a lease and/or permission to place any type of antenna or transmission on the Structure, Lessor will require the other party to submit for approval to Lessor an interference study. Lessor has the right to grant, at Lessor's sole discretion, additional leases to other interested parties. Lessor will request interference studies from subsequent lessees and will encourage all lessees to work in good faith to resolve any problems with incumbent Lessees' interference. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, within 72 hours of receipt of said written notice, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

17. Notices. All notices or demands by or from Lessor to Lessee, or Lessee to Lessor shall be in writing. Such notices or demands shall be mailed to the other party at the following addresses:

If to Lessee: New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation,
Attn: Network Real Estate Administration
Re.: Cell Site #: 410-318, Cell Site Name: CRK_AMELIA
FA No: 13296546

575 Morosgo Drive
Atlanta, GA 30324

With the required copy of legal notice sent to the Lessee at the address above, a copy to the Legal Department:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: 410-318, Cell Site Name: CRK_AMELIA,
FA No: 13296546
208 S. Akard Street
Dallas, TX 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Lessor: The Mayor and Aldermen of the City of Savannah
C/O City Manager
2 East Bay Street
Savannah, GA 31401

With the required copy of legal notice sent to the City at the address above, a copy to the Real Property Services Department of the City:

City of Savannah, Real Property Services
David Keating, Director
6 E. Bay Street, Gamble Bldg, 3rd Floor
Savannah, GA 31402

A copy sent to the Real Property Services Department is an administrative step which alone does not constitute legal notice.

(a) Duty to Provide Information. Within thirty (30) days of Lessee's receipt of a written request from the City Manager, Lessee shall furnish City with information sufficient to demonstrate that Lessee has complied with all requirements of this Lease.

18. ASSIGNMENTS OR TRANSFERS OF GRANT. This Lease is not transferrable. Control of this lease may not, directly or indirectly, be transferred, assigned or disposed of by sale, sub-lease, merger, consolidation or other act of the Lessee, by operation of law, or otherwise without the prior consent of the City, except to any parent company, subsidiary, or affiliate of same, of Lessee, which shall not require Lessor's consent. However, before any such assignment (to a parent company, subsidiary, or affiliate) becomes effective, the City should be provided notice and verification of the business relationship.

(a) Collateral Assignments. Lessor must be notified and provided consent to grants by the Lessee of collateral assignment and security interests to a Lender. If Lender forecloses on its security interest and acquires Lessee's assets through public or private sale or through agreement with the Lessee, Lender or such third party shall apply for a lease with the City. If convenient to Lessee, Lessee may submit Exhibit "D" (Consent to Collateral Assignment: Request) for Lessor's approval at the time of Lease approval.

19. NOTICE AND DUTY TO CURE. In the event that the City Manager believes that grounds exist for revocation of a lease, he shall give the Lessee written notice of the apparent violation or noncompliance, providing a short and concise statement of the nature and general facts of the violation or noncompliance, and providing the Lessee a reasonable period of time not exceeding sixty (60) days to furnish evidence:

- (a) that corrective action has been, or is being actively and expeditiously pursued, to remedy the violation or noncompliance;
- (b) that rebuts that alleged violation or noncompliance; or,
- (c) that it would be in the public interest to impose some penalty or sanction less than revocation.

20. FURTHER ACTS. Lessor hereby agrees to execute any additional documents or take any acts which Lessee may reasonably require to effect the terms or the interest of this Lease.

21. REMOVAL OF IMPROVEMENTS. Lessee, upon termination of this Lease, shall, within one hundred twenty (120) days remove all improvement, fixtures and personal property constructed or install on the Property by Lessee and restore the Property to its original above grade condition, reasonable wear and tear excepted. At Lessor's option, upon termination of this Lease and upon Lessor's advance written notice to Lessee, Lessee will leave leasehold improvements (i.e. foundations), excluding all personal property (i.e. cabinets, antennas, etc.) to become the property of Lessor.

22. FRUSTRATION OF PURPOSE. If, during the term of this Lease, the Property is totally destroyed by natural catastrophe, fire or other casualty so as to render same wholly unfit for occupancy or use by Lessee for the business intended, then this Lease shall cease and terminate as of the date of such destruction, and both Lessor and Lessee shall each be released and discharged from all further obligations and liabilities under the terms of this Lease after the date of such destruction, and Lessor shall have the right to re-enter and repossess the Property discharged of this Lease and to remove all parties therefrom. Lessee's obligation herein should not be diminished or abated for any reason, except for that outlined above, even if Lessee's equipment should become damaged or unusable or its use diminished due to natural catastrophe, application of local or federal laws, or any reason whatsoever, and suitable repair/replacement cannot be made by Lessee in a timely fashion.

23. SUBLETTING. Lessee shall not have the right to sublet the leased Property or any part thereof without Lessor's written consent, and provided that in the event of any such subletting, Lessee shall remain liable for the performance of all the covenants and agreements of this Lease. Arrangements with other providers are also not permitted by Lessee without Lessor's written consent and provided, that in the event such arrangements are approved, Lessee shall remain liable for the performance of all covenants and agreements of this Lease.

24. CO-LOCATION. Lessee is to act in good faith in all matters regarding other lessee's with antenna facilities located on this Structure.

25. TRANSFER OF BENEFICIAL INTEREST. In the event of any sale, transfer or other encumbrance of property, the obligations of Lessor and rights of Lessee shall survive and remain in full force and effect, and binding on any successor to Lessor, Lessee shall have the right to record a document in the real property records of Chatham County providing notice of the entry of this Lease but not it's financial terms.

26. GOVERNING LAW. This Lease shall be governed under the laws of the State of Georgia.

(a) Legal Proceedings. The Lessee acknowledges that it is doing business in Chatham County, Georgia and that it is subject to the Code of Ordinances of the City, and agrees that the venue and jurisdiction in any proceeding or action in a court of law or equity shall be in the United States District Court for the Southern District of Georgia, Savannah Division, or the State or local courts of Chatham County, Georgia, in whatever capacity the Lessee may be a party.

27. DEFAULT AND LESSOR'S REMEDIES. It shall be a default if Lessee defaults in the payment or provision of rent or any other sums to Lessor when dues, and does not cure such default within thirty (30) days; or if Lessee defaults in the performance of any other covenant or condition of this Lease and does not cure such other defaults within sixty (60) days after written notice from Lessor specifying the default complained of; or if Lessee abandons or vacates the Property; or if Lessee is adjudicated as bankrupt or make any assignment for the benefit of creditors; or if Lessee becomes insolvent or Lessor reasonable believes itself to be insecure. In the event of a default, Lessor shall have the right, at its option, in addition to and not exclusive of any other remedy Lessor may have by operation of law, without further demand or notice, to re-enter the Property and eject all persons therefrom and declare this lease at an end, in which event Lessee shall immediately remove the Antenna Facilities and pay Lessor a sum of money equal to the unpaid balance of the item. If suit shall be brought by Lessor for recovery of possession of the Property, for the recovery of any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant, the Lessee shall pay to the Lessor all expenses incurred therefor, including reasonable attorney fees.

28. CURE BY LESSOR. In the event of any uncured default of this Lease by Lessee, the Lessor may at any time, after notice, cure the default for the account of and at the expense of the Lessee. If Lessor is compelled to pay or elect to pay any sum of money or to do any act which will require the payment of any sum of money of is compelled to incur any expense,

including reasonable attorney's fees in instituting, prosecuting or defending any action to enforce the Lessor's rights under this Lease, the sum paid by the Lessor, with all interest, costs and damages shall be deemed to be additional rental and shall be due from Lessee to Lessor on the first day of the month following Lessee's receipt of a sufficiently detailed invoice.

29. OPTIONAL TERMINATION.

- a. This Lease may be terminated
 - i. by Lessor if Lessee is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antenna Facilities or Lessee's business;
 - ii. by Lessor if the Lessor decides, in its sole discretion and for any reason, to redevelop the Property and/or discontinue use of the Structure;
 - iii. by Lessor if it determines, in its sole discretion, that the Structure is structurally unsound or otherwise not suitable for Lessee's use, including but not limited to consideration of age of the structure, damage or destruction of all or part of the Structure from any source, or factors relating to condition of the Structure;
 - iv. by Lessor if it determines in its sole discretion that continued use of the Structure by Lessee is in fact a threat to health, safety or welfare, or violates applicable laws or ordinances; or
 - v. by Lessor at its sole discretion if Lessee loses its license to provide PCS/Cellular service for any reason, including but not limited to, non-renewal, expiration, or cancellation of its license.
 - vi. By Lessee, for any or no reason. LESSEE shall pay to LESSOR, along with the notice of termination, a termination fee in an amount equal to six (6) months of the monthly rent then in effect.
- b. Upon termination of this Lease for any reason, Lessee shall remove its equipment, personal property, Antenna Facilities, and leasehold improvements from the Property within one hundred twenty (120) days of the date of termination, and shall repay any damage to the Property caused by such equipment, normal wear and tear excepted; all at Lessee's sole cost and expense. Any such property or facilities which are not removed by the end of Lease term shall become property of the Lessor.

30. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties, and shall be binding upon and inure to the benefit of successors and assigns of the respective parties hereto. All additions or modifications to this Lease shall be only in writing and signed by all parties and shall become an amendment to this contract. There shall be no verbal

agreements of any kind between the parties.

31. RECORDABILITY. The Lessee shall have the right to record this document of record so as to give notice to all persons who may subsequently come into ownership of the Property.

SPECIAL STIPULATIONS

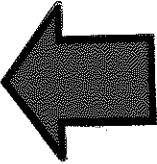
32. **PUBLIC SAFETY CONSIDERATION.** It is specifically understood by Lessee that Lessor must always keep public safety concerns paramount. Accordingly, Lessee specifically agrees that notwithstanding any language in this Lease to the contrary, Lessor shall have the right to take any and all action Lessor deems necessary to address any public safety concerns of Lessor.

33. **DISCLAIMER OF WARRANTIES. LESSEE HAS INSPECTED THE PROPERTY AND ACCEPTS SAME IN ITS "AS IS" CONDITION. LESSOR DISCLAIMS AND LESSEE WAIVES ALL WARRANTIES AND REPRESENTATION OF ANY FORM WHATSOEVER, INCLUDING BUT NOT LIMITED TO WARRANTIES UNDER THE UNIFORM COMMERCIAL CODE, WARRANTIES OF MERCHANTABILITY, AND WARRANTIES OF FINES FOR INTENDED PURPOSE. FURTHERMORE LESSEE WAIVES ANY CLAIMS OR DEFENSES THAT LESSEE'S PURPOSE HAS BEEN FRUSTRATED.**

34. **WAIVERS.**

- a. Lessee shall not be excused from complying with any of the terms and conditions of this Lease by any failure or delay for the City upon anyone or more occasions to insist upon or seek compliance with any such terms and conditions.
- b. Lessee may submit a request for waiver to the City at any time during the Lease period. Such request may, at the sole discretion of the City, be set for public hearing and a decision shall be made within (60) days following its submission.
- c. The City may authorize the economic, technical, or legal evaluation of any waiver request and the Lessee shall be required to reimburse the City for all reasonable expenditures incurred by the City in connection with such evaluation.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the terms of this Agreement as of the Commencement Date.



Lessor:

The Mayor and Aldermen of the City of Savannah

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Lessee:

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: _____

Name: Mark T. Bryant

Title: Area Manager of Construction & Engineering

Date: 9-7-17

ATTEST:

La Rhonda Thompson

Exhibit A

Property Description

All that certain tract or parcel of land situate, lying and being in the 8th G.M. District of Chatham County, Georgia, being a portion of Union Camp's lands known locally as its Godley No. 1 Tract, containing 662.06 acres, more or less and being more particularly described as follows:

Beginning at a concrete monument located by reference, in feet, to the grid coordinates of the Georgia Coordinate System, East Zone, at Y(Lat) 782,636.36 and X(Dep) 794,556.00; running thence South 23°47' West a distance of 1,261.64 feet to a concrete monument; running thence South 31°42' West a distance of 469.02 feet to a concrete monument; running thence South 21°30' West a distance of 682.44 feet to a hub; running thence South 23°08' West a distance of 1,534.00 feet to a hub; running thence South 20°38' West a distance of 823.02 feet to a concrete monument; running thence North 75°05' West a distance of 2,537.47 feet to a concrete monument; running thence South 18°44' West a distance of 1,319.80 feet to a concrete monument; running thence North 67°21' West a distance of 151.80 feet to a point; running thence North 73°14' West a distance of 318.16 feet to a point; running thence North 74°20' West a distance

of 285.78 feet to a point; running thence North 71°43' West a distance of 630.30 feet to a point; running thence North 70°24' West a distance of 374.22 feet to a point; running thence North 72°53' West a distance of 785.50 feet to a concrete monument; running thence North 22°10' East a distance of 564.96 feet to a hub; running thence North 21°15' East a distance of 1,071.04 feet to a concrete monument; running thence South 58°32' West a distance of 1,398.63 feet to an iron pipe located on the Eastern right of way line of Interstate Highway 95; running thence along said right of way line North 05°10' West a distance of 1,063.24 feet to a hub; running thence along said right of way line and along the arc of a curve North 04°08' West a chord distance of 200.00 feet to a point; continuing thence along said right of way line and along the arc of a curve North 02°05' West a chord distance of 200.00 feet to a point; continuing thence along said right of way line and along the arc of a curve North 00°03' West a chord distance of 200.00 feet to a point; continuing thence along said right of way line and along the arc of a curve North 01°57' East a chord distance of 200.00 feet to a point; continuing thence along said right of way line and along the arc of a curve North 03°22' East a chord distance of 200.00 feet to a point; continuing thence along said right of way line and along the arc of a curve North 05°03' East a chord distance of 200.00 feet to a point; continuing thence along said right of way line and along the arc of a curve North 07°56' East a chord distance of 200.00 feet to a point; continuing thence along said right of way line and along the arc of a curve North 10°00' East a chord distance of 200.00 feet to a point; continuing thence along said right of way line and along the arc of a curve North 12°07' East a chord distance of 200.00 feet to a point; continuing thence along said right of way line and along the arc of a curve North 14°03' East a chord distance of 200.00 feet to a point; continuing thence along said right of way line and along the arc of a curve North 16°09' East a chord distance of 200.00 feet to a point; continuing thence along said right of way line and along the arc of a curve North 18°15' East a chord distance of 200.00 feet to a point; continuing thence along said right of way line and along the arc of a curve North 19°21' East a chord distance of 48.40 feet to a concrete monument; and running thence South 89°51'41" East a distance of 7,568.83 feet to the concrete monument, the Point of Beginning.

Exhibit A-1

Description of Equipment

RAD Center located at 85'

(12) SBJAH4-1D65C-DL

(3) RRUS 11

(3) RRUS 32

(12) RRUS 12+ A2

(3) DC6-48-60-18-8F

(6) DC2-48-60-0-9E

(6) 7/8" Power Cables

(4) 3/8" Fiber Cables

Exhibit B

Description of Property

Lease Area not to exceed 350 square feet

