

Market: GEORGIA
Cell Site Number: 410-008
Cell Site Name:
Fixed Asset Number: 10017138

FOURTH AMENDMENT TO BUILDING, ROOFTOP, WATER TANK AND MISCELLANEOUS STRUCTURE ANTENNA ATTACHMENT LEASE AGREEMENT

THIS FOURTH AMENDMENT TO BUILDING, ROOFTOP, WATER TANK AND MISCELLANEOUS STRUCTURE ANTENNA ATTACHMENT LEASE AGREEMENT (“**FOURTH Amendment**”), dated as of the latter of the signature dates below, is by and between Mayor and Aldermen of the City of Savannah, having a mailing address of P.O. Box 1027 Savannah, GA 31402, (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (“**Lessee**”).

WHEREAS, Lessor and Lessee entered into a Building, Rooftop, Water Tank and Miscellaneous Structure Antenna Attachment Lease Agreement dated November 25, 2008, as amended by that certain First Amendment to Building, Rooftop, Water Tank and Miscellaneous Structure Antenna Attachment Lease Agreement dated June 22, 2012, and amended by that certain Second Amendment to Building, Rooftop, Water Tank and Miscellaneous Structure Antenna Attachment Lease Agreement dated December 31, 2012, and amended by that certain Third Amendment to Antenna Site Option dated October 3, 2016, whereby Lessor leased to Lessee certain Premises, therein described, located at 1801 Kerry Street, Savannah, GA 31407 in Chatham County, GA (collectively, “**Agreement**”); and

WHEREAS, Lessor and Lessee desire to amend the Agreement to reflect that Lessee shall be authorized to place certain additional equipment on the Property as listed below and set forth in **Exhibit A-3**, attached hereto and incorporated by this reference; and

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. **Equipment.** Exhibit A-2 of the Agreement is hereby deleted in its entirety and replaced with Exhibit A-3 attached hereto and made a part hereof. The equipment listed on Exhibit A-3 shall be installed and maintained as set forth in the Agreement. Effective upon full execution, all references to the equipment in the Agreement shall refer instead to the equipment set forth in **Exhibit A-3**, attached hereto.
2. **Modification of Rent.** Upon full execution of this Agreement, the Rent payable under the Agreement shall be increased by One Thousand and 00/100 Dollars (\$1000.00) per month, and shall continue during the Term, and increase pursuant to Section 5.a of the Agreement.
3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement 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.

4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this FOURTH Amendment on the dates set forth below.

“LESSOR”
The Mayor and Aldermen of the City of Savannah

By: _____
Name: _____
Title: City Manager
Date: _____

LANDLORD ACKNOWLEDGEMENT

STATE OF GEORGIA

COUNTY OF _____

I CERTIFY that on _____, 2018, Stephanie Cutter before me and acknowledged under oath that he or she:

- (a) is the City Manager of The Mayor and Aldermen of the City of Savannah, the company named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public
My Commission Expires: _____

“LESSEE”

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: _____

Name: _____

Title: Area Manager

Date: _____

AGREEMENTE ACKNOWLEDGEMENT

STATE OF _____)

)ss:

COUNTY OF _____)

On the ____ day of _____, 2018 before me personally appeared _____, and acknowledged under oath that he is the Area Manager of New Cingular Wireless PCS, LLC the company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the company.

Notary Public: _____

My Commission Expires: _____

EXHIBIT A-3

- (6) Commscope SBJAH4-1D65C-DL Panel Antennas
- (3) Kathrein 800 10865 Panel Antennas
- (12) 1-5/8" Coax Cables
- (3) Ericsson RRUS-11 units
- (3) Ericsson RRUS-12/A2 units
- (3) Ericsson RRUS-32 units
- (3) Ericsson 4426 B66 RRU units
- (3) Ericsson B14 4478 RRU units
- (3) Raycap DC6-48-60-18-8F Surge Suppressor
- (5) 7/8 inch DC Power cables
- (2) 3/8 inch Fiber Cable
- (1) 3/8 inch RET Cable