

Market: GEORGIA
Cell Site Number: 9SA0926A
Cell Site Address: 400 Airport Avenue, Savannah, Georgia

**SECOND AMENDMENT TO AND REINSTATEMENT OF BUILDING, ROOFTOP,
WATER TANK AND MISCELLANEOUS STRUCTURE ANTENNA ATTACHMENT
LEASE AGREEMENT**

THIS SECOND AMENDMENT TO AND REINSTATEMENT OF BUILDING, ROOFTOP, WATER TANK AND MISCELLANEOUS STRUCTURE ANTENNA ATTACHMENT LEASE AGREEMENT (“**Second Amendment**”), dated as of the latter of the signature dates below, is by and between The Mayor and Alderman of the City of Savannah (City) and the Savannah Airport Commission (Commission) (together with its successors and assigns, “**Lessors**”) and T-Mobile South LLC, a Delaware limited liability company, successor-in-interest to Powertel/Atlanta, Inc. (together with its successors and assigns, “**Lessee**”).

WHEREAS, Lessors and Lessee entered into that certain Building, Rooftop, Water Tank and Miscellaneous Structure Antenna Attachment Lease Agreement dated April 1, 1998 (the “**Lease**”) and as further amended by that First Amendment to and Reinstatement of Building, Rooftop, Water Tank and Miscellaneous Structure Antenna Attachment Lease Agreement dated May 20, 2013, whereby Lessors leased to Lessee certain premises described therein, together with all other space and access and utility easements pursuant to the terms of the Lease (collectively, the “**Premises**”), that a portion of the property located at 400 Airport Avenue, Savannah, Georgia (the “**Property**”);

WHEREAS, Lessors 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 B-2**, 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, Lessors and Lessee agree as follows:

1. **Equipment.** Exhibit B-1 of the Agreement is hereby deleted in its entirety and replaced with Exhibit B-2 attached hereto and made a part hereof. The equipment listed on Exhibit B-2 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 B-2**, attached hereto.
2. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second 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 Second Amendment.

3. **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 Second Amendment on the dates set forth below.

“LESSORS”

The Mayor and Alderman of the City of Savannah

By: _____
Name: _____
Title: _____
Date: _____

Savannah Airport Commission

By: _____
Name: _____
Title: _____
Date: _____

“LESSEE”

T-Mobile South, LLC

By: _____
Name: David Seale
Title: Director, Engineering & Operations
Date: _____

EXHIBIT B-2

- (3) Nokia AAFIA Panel Antennas
- (3) Commscope FFHH-65C-R3 Panel Antennas
- (3) Nokia AHLOA Remote Radio Units
- (3) Nokia FXFC Remote Radio Units
- (3) Nokia COVP ASU9338TYP01 Surge Suppressor
- (1) IBR 1300 Unit/ (2) CAT6 cables
- (12) 1-5/8"
- (3) 1.58" Hybrid Cables

T-MOBILE SOUTH, LLC D/B/A AS T-MOBILE
400 AIRPORT ROAD (TRAVIS FIELD) @ SAVANNAH AIRPORT

