

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

THIS FIFTH AMENDMENT TO BUILDING, ROOFTOP, WATER TANK AND MISCELLANEOUS STRUCTURE ANTENNA ATTACHMENT LEASE AGREEMENT (“**Amendment**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is by and between the Mayor and Alderman of the City of Savannah, with its principal offices located at 2 East Bay St, Savannah, Georgia hereinafter designated “**LESSOR**”, and Alltel Communications, LLC d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated “**LESSEE**”.

**WHEREAS**, Lessor and Lessee entered into a Building, Rooftop, Water Tank, and Miscellaneous Structure Antenna Attachment Lease Agreement dated May 6, 2004 (hereinafter, referred to as the “**Agreement**”), whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at James Blackburn Drive, Savannah, Georgia 31408; as amended by the First Addendum to Building, Rooftop, Water Tank and Miscellaneous Structure Antenna Attachment Lease Agreement dated May 22, 2008, and as further amended by that certain Second Amendment to Building, Rooftop, Water Tank and Miscellaneous Structure Antenna Attachment Lease Agreement dated October 31, 2012, and as further amended by that certain Third Amendment to Building, Rooftop, Water Tank and Miscellaneous Structure Antenna Attachment Lease Agreement dated June 26, 2015, and as further amended by that that certain Fourth Amendment to Building, Rooftop, Water Tank and Miscellaneous Structure Antenna Attachment Lease Agreement dated August 7, 2018, as more fully described in the Agreement;

**WHEREAS**, Lessor and Lessee desire to amend the Lease to adjust the Rent (as defined below) in conjunction with the modifications to the Lease contained herein; and

**WHEREAS**, Exhibit “C-3” to the Lease shall be deleted and shall be replaced in its entirety by the revised Exhibit “C-4” attached hereto and made a part hereof.

**WHEREAS**, Except as expressly modified herein, the terms and provisions of the Lease shall remain in full force and effect.

**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 that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

**1. Rent.** Commencing on the date Lessee commences installation of the equipment on the Premises or by May 1, 2020 whichever is earliest (“**Commencement Date**”), the Rent payable under the Agreement shall increase by Five Hundred and No/100 Dollars (\$500.00) per month.

**2. Equipment Modifications.** At its sole cost and expense, Lessee shall have the right to modify its Facilities on the Premises as described and depicted in Exhibit C-4, which is attached hereto and incorporated herein by this reference.

**3. Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this FIFTH Amendment, the terms of this FIFTH Amendment shall control. Except as expressly set forth in this FIFTH Amendment, the Lease otherwise is unmodified and remains in full force and effect. Lessor and Lessee reinstate ratify and affirm the terms of the Lease and further agree that the Lease is in full force and effect, and neither Lessor nor Lessee is in default under the Lease as of the Effective Date. Each reference in the Lease to itself shall be deemed also to refer to this FIFTH Amendment.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

**LESSOR:**

**LESSEE:**

**MAYOR AND ALDERMEN OF THE  
CITY OF SAVANNAH**

**ALLTEL COMMUNICATIONS, LLC  
d/b/a VERIZON WIRELESS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Manager

Title: Director – Network Field Engineering

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attested By:  
\_\_\_\_\_

Attested By:  
\_\_\_\_\_

**Exhibit C-4**

**List of Equipment**

- (6) Commscope NHH 65C R2B antennas
- (3) CSS XDU08-65-V antennas
- (3) Ericsson 2208 KRY901369 antennas
- (3) Ericsson 4449 RRUs
- (3) Ericsson 8843 RRUs
- (3) Ericsson 2212 RRUS
- (2) Raycap RVZDC – 6627 - PF – 48 OVPs
- (2) 1 -5/8’’ Hybrid Fiber
- (6) 7/8’’ Coax

RAD Center: 142’

- (1)12’ x 20’ Celxion Equipment Shelter
- (1) 3’ x 3’ Power Protection Cabinet

Ground space measuring approximately 336 square feet and more particularly described as follows:

All that certain lot, tract or parcel of land, situate, lying and being in the 8th G.M. District, Chatham County, Georgia and being more particularly described as follows:

Commencing at an iron rod being Airport Control point having co-ordinates of N 53500, E 17000; Thence NORTH 90°00'00" WEST a distance of 860.47 feet to an iron rod being Airport Control point having coordinates of N 53500, E 16139.53; Thence SOUTH 01°11'54" WEST a distance of 503.87 feet to a point, the Point of Beginning. Thence SOUTH 00°42'04" EAST a distance of 12.00 feet to a point; Thence SOUTH 89°17'56" WEST a distance of 28.00 feet to a point; Thence NORTH 00°42'04" WEST a distance of 12.00 feet to a point; Thence NORTH 89°17'56" EAST a distance of 28.00 feet to a point, the said Point of Beginning.

Said parcel contains 336.00 square feet (0.01 acre).

The parcel as a whole is bounded on all sides by lands now or formerly of Savannah Airport Commission.