

**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 (this "**Amendment**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **The Mayor And Alderman Of The City Of Savannah** (hereinafter collectively referred to as "**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 referred to as "**LESSEE**"),

W I T N E S S E T H :

WHEREAS, LESSOR and Alltel Communications, Inc., as predecessor-in-interest to LESSEE, entered into a Building, Rooftop, Water Tank and Miscellaneous Structure Antenna Attachment Lease Agreement dated May 6, 2004 (the "Original Lease"), as amended by the First Addendum to Building, Rooftop, Water Tank and Miscellaneous Structure Antenna Attachment Lease Agreement dated May 22, 2008 (the "First Addendum"), as amended by the Second Amendment to Building, Rooftop, Water Tank and Miscellaneous Structure Antenna Attachment Lease Agreement dated October 31, 2012 (the "Second Amendment") and as further amended by the Third Amendment to Building, Rooftop, Water Tank and Miscellaneous Structure Antenna Attachment Lease Agreement dated June 26, 2015 (the "Third Amendment") (the Original Lease, the First Addendum, the Second Amendment and the Third Amendment are collectively referred to as the "Lease"), with respect to certain portion of the Property and space on the Structure located at James Blackburn Drive in the City of Savannah, Georgia, together with access, all as more particularly described therein; and

WHEREAS, LESSEE and LESSOR desire to modify and amend certain terms and provisions of the Lease, all in accordance with the terms and conditions set forth below.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Reaffirmation of Lease.** LESSOR and LESSEE hereby reaffirm and acknowledge the terms of the Lease, as amended, acknowledging and agreeing that this is an Amendment to and not a novation of the original Lease.

2. **Equipment.** Exhibit C-2 to the Original Lease is hereby deleted in its entirety and replaced by Exhibit C-3 attached hereto.

3. **Miscellaneous.** The Lease, as modified by this Amendment, constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior or contemporaneous oral agreements, understandings, representations and statements, and all prior written agreements, understandings, letters of intent and proposals are merged into this Amendment. Except as expressly amended and modified hereby, the Lease remains in full force and effect and is hereby ratified

and continued by LESSOR and LESSEE. In construing this Amendment, all headings and titles are for the convenience of the parties only and shall not be considered a part of this Amendment. This Amendment shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had prepared it. The provisions of this Amendment shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision shall not affect the validity of enforceability of any other provision hereof. The terms and provisions hereof shall be binding upon and inure to the benefit of LESSOR and LESSEE, and upon the heirs, executors, representatives, administrators, successors and assigns of LESSOR and LESSEE, This Amendment shall be governed by and construed in accordance with the laws of the State of Georgia.

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**IN WITNESS WHEREOF**, the parties, intending to be legally bound, have caused this Amendment to be executed under seal as of the day and year first written.

**LESSOR:**

**The Mayor and Alderman of the City of Savannah**

BY: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**LESSEE:**

**Alltel Communications, LLC  
d/b/a Verizon Wireless**

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

Name: Jim Blake

Its: Director - Network Field Engineering

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

**Exhibit C-3**

Description of Antenna Facilities

- (3) CSS – XDUO8 – 65 – V – 880 – 2C antennas
- (3) CommScope NHH-65C-R2B- PORT-1-45-02DT-0752 antennas
- (3) CommScope NHH-65C-R2B- PORT-3-45-02DT-2110 antennas
- (2) Raycap 6627 OVPs
- (3) Ericsson 4449 RRUs
- (6) Ericsson 2212 RRUs
- (6) Lines of 7/8" Coax
- (2) Lines of 1 5/8" Hybrid Fiber Cable

Rad Center - 142'

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

Ground space measuring approximately 336 square feet and more particularly describe 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.

Note: To the extent there is a conflict of any kind between Exhibit C-3 and Exhibit B-1, the terms and conditions of Exhibit C-3 shall control.