

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

This Second Amendment to Building, Rooftop, Water Tank And Miscellaneous Structure Antenna Attachment Lease Agreement (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between the Mayor and Aldermen of the City of Savannah, ("**Lessor**") and T-Mobile South LLC, a Delaware limited liability company ("**Lessee**") (collectively, the "**Parties**").

Lessor and Lessee (or their predecessors-in-interest) entered into that certain Building, Rooftop, Water Tank And Miscellaneous Structure Antenna Attachment Lease Agreement dated August 24, 2000, as amended by the First Amendment to Building, Rooftop, Water Tank and Miscellaneous Antenna Structure Attachment Lease Agreement dated September 16, 2013, (collectively, the "**Lease**") regarding Lessor's leased area ("**Premises**") located at 29 Sapelo Rd, Savannah, GA 31410 (the "**Property**").

NOW, for good and valuable consideration, Lessor and Lessee agree as follows:

1. The Lease is in full force and effect and neither Lessor nor Lessee is in breach under the terms of the Lease.
2. At the expiration of the Lease, the Term of the Lease will automatically be extended for four (4) additional and successive five (5) year terms (each a "**Renewal Term**"), provided, that Lessee may elect not to renew by providing Lessor thirty (30) days' notice prior to the expiration of the then current Renewal Term.
3. At the commencement of the first Renewal Term provided for in this Amendment, Lessee shall pay Lessor Fifty-Five Thousand Fifty-Seven and 55/100 Dollars (\$55,057.55) per year ("**Rent**"). Rent shall be adjusted annually, effective on each anniversary of the Renewal Term, by an amount equal to four percent (4%) over the Rent for the immediately preceding year.
4. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Lessee:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ 8SV0940C

If to Lessor:

Mayor and Aldermen of the City of Savannah
P.O. Box 1027
Savannah, Georgia 31402

5. Lessor will execute a Memorandum of Lease at Lessee's request. If the Property is encumbered by a deed, mortgage, or other security interest, Lessor will also execute a subordination, non-disturbance, and attornment agreement.
6. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.
7. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.
8. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

Lessor:

Mayor and Aldermen of the City of Savannah

By: _____

Print Name: _____

Title: _____

Date: _____

Lessee:

T-Mobile South LLC, a Delaware limited liability company

By: Cheryl A. Downs

Cheryl A. Downs

Print Name: _____

Title: **Director, Technology Property Management**

Date: 5-3-19

Kelly Dunham 4/29/19
T-Mobile Contract Attorney
As to form