

SECOND AMENDMENT TO TOWER ATTACHMENT LEASE AGREEMENT

This Second Amendment (the "Second Amendment") to that certain Tower Attachment Lease Agreement dated July 10, 1996 by and between Savannah MSA Cellular and City of Savannah, as amended by that certain First Amendment to Tower Attachment Lease Agreement dated May 14, 2009 (collectively, the "Lease") is made and entered into as of the latter signature date hereof, by and between American Towers LLC, a Delaware limited liability company, as successor in interest to Savannah MSA Cellular (the "Lessor") and City of Savannah, Georgia (the "Lessee") (collectively, the "Parties").

RECITALS

WHEREAS, Lessor owns a certain communications tower and leases a certain parcel of land located at 500 LUCAS DRIVE, Savannah, GA 31406-8505 more commonly known to Lessor as the MONTGOMERY (SA) GA tower site (the "Premises"); and

WHEREAS, Lessor and Lessee entered into the Lease for the use of a certain portion of the Premises; and

WHEREAS, Lessee desires to modify its equipment at the Premises ("Modified Equipment"), which also includes unlicensed equipment ("Unlicensed Equipment"); and

WHEREAS, the Parties agree that as consideration for Lessee's Modified and Unlicensed Equipment, the current License Fee payable under the Lease shall be increased as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Lessor and Lessee agree and acknowledge that Lessee shall modify its equipment for a final installed configuration pursuant to Exhibit B-2.
- 2) Lessor and Lessee agree and acknowledge that Exhibit B-1 to the Lease is hereby deleted in its entirety as of the date this Second Amendment is fully executed and shall be replaced with Exhibit B-2 attached hereto and incorporated by this reference. In the event of inconsistency or discrepancy between Exhibit B-2 and Lessee's equipment information set forth in the Lease, Exhibit B-2 shall control.
- 3) Effective upon January 1, 2017, as to the Unlicensed Equipment, the lease payment shall be increased by Fifty and 00/100 Dollars (\$50.00) per month appropriately prorated for any fractional month at the beginning or end of the period.

Lessor Site Name/Number: MONTGOMERY (SA) GA / 97314

Lessor Contract Number: SE017379

Lessee Site Name/Number: Southside / 23

- 4) Effective upon the earlier to occur of: i) commencement of installation of the Modified Equipment; or ii) July 15, 2017 ("Commencement Date"), the lease payment shall be increased by Seven Hundred Fifty and 00/100 Dollars (\$750.00) per month, for a total lease payment of One Thousand Six Hundred and 00/100 Dollars (\$1,600.00) per month, appropriately prorated any fractional month at the beginning or end of the period.
- 5) Notwithstanding anything to the contrary in the Lease, the offer to Lessee expressed in this Second Amendment shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Premises completed after the execution of this Second Amendment by Lessor but before the Commencement Date of the installation of Lessee's Modified Equipment indicates that the Premises is not suitable for Lessee's Modified Equipment unless Lessor and Lessee mutually agree that structural modifications or repairs shall be made to the Premises on mutually agreeable terms.
- 6) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Lease.
- 7) All other terms and provisions of the Lease remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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Lessor Site Name/Number: MONTGOMERY (SA) GA / 97314

Lessor Contract Number: SE017379

Lessee Site Name/Number: Southside / 23

IN WITNESS WHEREOF, the Parties hereto have set their hands to this Second Amendment to that certain Tower Attachment Lease Agreement as of the day and year written below:

LESSEE:

The Mayor & Aldermen for the City
of Savannah, Georgia

LESSOR:

American Towers LLC, a Delaware
limited liability company

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

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

Lessor Site Name/Number: MONTGOMERY (SA) GA / 97314

Lessor Contract Number: SE017379

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Exhibit B-2

Exhibit B-2

Customer Name: CITY OF SAVANNAH GA	ATC Asset Name: MONTGOMERY (SA) GA	ATC Asset #: 97314
Customer Site Name: Southside		Customer Site #: 23

GROUND SPACE REQUIREMENTS

Total Lease Area Sq. Ft: 345.00'	Primary Contiguous Lease Area	L:25.00'	W:10.00'	H:	Sq. Ft: 250.00
	Customer Building	25.00'	10.00'	N/A	250.00
	Outside Primary Lease Area	N/A	N/A	N/A	Sq. Ft: 95.00
	Setback AREA	N/A	N/A	Refer to Site Sketch	
	Generator AREA	10.00'	5.00'	N/A	50.00
	Fuel Tank AREA	3.00'	15.00'	N/A	45.00

BACKUP POWER REQUIREMENTS

Generator: Stand Alone	Fuel Tank Size(gal): 1000.0	Fuel Type: Propane	Fuel Tank Setback(radius): 10.0
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UTILITY REQUIREMENTS

Power Provided By: Utility Company Direct
Telco/Interconnect: N/A

TRANSMITTER & RECEIVER SPECIFICATIONS

Type: N/A	Quantity: N/A	TX Power(watts): N/A	ERP(watts): N/A
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ANTENNA EQUIPMENT SPECIFICATIONS

Type	OMNI	OMNI	OMNI	TTA	N/A	N/A
Manufacturer	Andrew	Andrew	Andrew	Motorola	N/A	N/A
Model #	DB810T3E-XC	DB810T3E-XC	DB809K	424-83A-03	N/A	N/A
Dimensions HxWxD	181.8" x 3" x 3"	181.8" x 3" x 3"	135.6" x 3" x 3"	24" x 6" x 6"	N/A	N/A
Weight(lbs.)	37.7	37.7	30.0	30.0	N/A	N/A
Location	Tower	Tower	Tower	Tower	N/A	N/A
RAD Center AGL	331.0'	331.0'	309.0'	303.0'	N/A	N/A
Antenna Tip Height	338.6'	338.6'	314.6'	304.0'	N/A	N/A
Antenna Base Height	323.4'	323.4'	303.4'	302.0'	N/A	N/A
Mount Type	Side Arm	Side Arm	Side Arm	Side Arm	N/A	N/A
Quantity	2	1	1	1	N/A	N/A
Azimuths/Dir. of Radiation	1	1	1	1	N/A	N/A
Quant. Per Azimuth/Sector	2	1	1	1	N/A	N/A
TX/RX Frequency Units	MHz	MHz	MHz	MHz	N/A	N/A
TX Frequency	851		952.08125		N/A	N/A
RX Frequency		806	952.08125	952.08125	N/A	N/A
Using Unlicensed Frequencies?	No	No	No	No	N/A	N/A
Antenna Gain	10	10	9	20	N/A	N/A
Total # of Lines	2	1	1	1	N/A	N/A
Line Quant. Per Azimuth/Sector	2	1	1	1	N/A	N/A
Line Type	Coax	Coax	Coax	Coax	N/A	N/A
Line Diameter Size	1 1/4" Coax	7/8" Coax	1 1/4" Coax	1/2" Coax	N/A	N/A
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A

Customer Name: CITY OF SAVANNAH GA	ATC Asset Name: MONTGOMERY (SA) GA	ATC Asset #: 97314
Customer Site Name: Southside		Customer Site #: 23

TEMPORARY GROUND SPACE REQUIREMENTS

Total Lease Area Sq.Ft: N/A	Primary Contiguous Lease Area	L: N/A	W: N/A	H: N/A	Sq. Ft: N/A
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TEMPORARY BACKUP POWER REQUIREMENTS

Generator: N/A	Fuel Tank Size(gal): N/A	Fuel Type: N/A	Fuel Tank Setback(radius): N/A
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TEMPORARY UTILITY REQUIREMENTS

Power Provided By: N/A

Telco/Interconnect: N/A

TEMPORARY TRANSMITTER & RECEIVER SPECIFICATIONS

Type: TX/RX	Quantity: 1	TX Power(watts): N/A	ERP(watts): N/A
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TEMPORARY ANTENNA REQUIREMENTS

Type	DISH-HP	N/A	N/A	N/A	N/A	N/A
Manufacturer	DragonWave	N/A	N/A	N/A	N/A	N/A
Model #	A-ANT-11G-24-C-A	N/A	N/A	N/A	N/A	N/A
Dimensions HxWxD	2.16' x 2.16' x 0.85'	N/A	N/A	N/A	N/A	N/A
Weight(lbs.)	25.0	N/A	N/A	N/A	N/A	N/A
Location	Tower	N/A	N/A	N/A	N/A	N/A
RAD Center AGL(ft.)	208.0	N/A	N/A	N/A	N/A	N/A
Antenna Tip Height (ft.)	209.1	N/A	N/A	N/A	N/A	N/A
Antenna Base Height (ft.)	206.9	N/A	N/A	N/A	N/A	N/A
Mount Type	Stand-Off	N/A	N/A	N/A	N/A	N/A
Quantity	1	N/A	N/A	N/A	N/A	N/A
Azimuths/Dir. of Radiation	22.5	N/A	N/A	N/A	N/A	N/A
Quant. Per Azimuth/Sector	1	N/A	N/A	N/A	N/A	N/A
TX/RX Frequency Units	GHz	N/A	N/A	N/A	N/A	N/A
TX Frequency	11	N/A	N/A	N/A	N/A	N/A
RX Frequency	11	N/A	N/A	N/A	N/A	N/A
Using Unlicensed Frequencies?	Yes	N/A	N/A	N/A	N/A	N/A
Antenna Gain	32.4	N/A	N/A	N/A	N/A	N/A
Total # of Lines	1	N/A	N/A	N/A	N/A	N/A
Line Quant. Per Azimuth/Sector	1	N/A	N/A	N/A	N/A	N/A
Line Type	CAT5	N/A	N/A	N/A	N/A	N/A
Line Diameter Size	0.38" (9.7mm) Cat 5e	N/A	N/A	N/A	N/A	N/A
Line Configuration	N/A	N/A	N/A	N/A	N/A	N/A