

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into by and between City of Roswell, a [REDACTED] ("Landlord"), and T-Mobile South LLC, a Delaware limited liability company ("Tenant").

Recitals

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant (or as applicable, their respective predecessors in interest) entered into a LEASE AGREEMENT BETWEEN POWERTEL/ATLANTA, INC. and CITY OF ROSWELL, GEORGIA FOR PERSONAL COMMUNICATIONS NETWORK FACILITIES LOCATED ON CITY-OWNED PROPERTY dated August 14th, 2000; and amended on March 31, 2008 (including any prior amendments, the "Lease"), with respect to Premises located at 9870 Hightower Rd. Roswell, Georgia 30075.

B. Landlord and Tenant desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Effective as of October 15, 2012, Tenant will have the right to modify its Antenna Facilities as described and depicted on Exhibit A, which is attached hereto and by this reference incorporated herein, and Landlord hereby consents to and approves of the modifications described and depicted on Exhibit A in all respects.

2. The parties' notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Tenant:

T-Mobile USA, Inc.
Attn: Lease Compliance/Site No. 9AT0289B
12920 SE 38th Street
Bellevue, WA 98006

If to Landlord:

Kay G. Love
City Administrator
38 Hill Street
Roswell, Ga. 30075

With copy to:
David B. Davidson
City Attorney
38 Hill Street, Ste. 110
Roswell, Ga. 30075

3. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

4. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

City of Roswell, a

T-Mobile South LLC

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

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