

Tenant Site Name: RIVER ROAD  
MDG Location #: 5000387600  
Contract # 40204

**THIRD AMENDMENT**  
**TO TOWER AND GROUND LEASE AGREEMENT**

This Third Amendment to Tower and Ground Lease Agreement (the "Third Amendment") is made this the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **COLUMBUS CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA** (the "Landlord") and **VERIZON WIRELESS OF THE EAST LP d/b/a VERIZON WIRELESS** (the "Tenant") (collectively, the "Parties"), with reference to the facts set forth in the recitals below:

**RECITALS**

WHEREAS, Landlord and Columbus Cellular Telephone Company, as predecessor-in-interest to Tenant, entered into a Tower and Ground Lease Agreement dated May 1, 1998, as amended by that First Amendment to Tower and Ground Lease Agreement dated August 12, 2012 and further amended by that certain Second Amendment to Tower and Ground Lease Agreement dated February 16, 2015 (collectively, the "Lease"), whereby Landlord leased to Tenant a certain portion of the property (the "Premises") located at 8889 River Road, Columbus, Georgia; and

WHEREAS, Landlord and Tenant desire to amend the Lease pursuant to the terms and conditions of this Third Amendment in order to extend the term of the Lease;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Verizon Wireless agree as follows:

1. **Renewal of Terms.** At the expiration of the current Renewal Term, the term of the Lease will automatically be extended through July 25, 2025 ("Extended Renewal Term"). The Extended Renewal Term shall be on the same terms and conditions as set forth in the Lease.

2. Capitalized words and terms used but not defined in this Third Amendment have the definitions assigned to such words and terms in the Lease.

3. **Termination.** If Landlord determines that the Tower is to be deconstructed prior to June 30, 2025, Landlord shall terminate the Lease by giving Tenant One Hundred Eighty (180) days of notice. The Tenant understands and agrees that if Landlord provides notice of Termination of Lease Tenant shall remove its building(s), antennas(s), equipment, conduits, fixtures, and all personal property no later than the termination date. Following the Termination Date, if Tenant has not removed its building(s), antenna(s), equipment, conduits, fixtures and all personal property, Landlord may remove at Tenant's expense all as originally set out in Paragraph 10 of the Tower and Ground Lease.

4. **Assignment by Tenant.** Paragraph 16 of the Lease is removed and replaced with the following:

" Tenant may assign in or all of Tenant's interest in this Lease, any part thereof, the leaseholder's interest of Tenant created hereby, and/or any of Tenant's right, title or

Tenant Site Name: RIVER ROAD

MDG Location #: 5000387600

Contract # 40204

interest in and to any or all of the Communications Facility, provided; however, Tenant will provide thirty (30) days advance notice of such assignment together with a written statement for the Assignee stating that they will become jointly responsible for all obligations of the Tenant under the lease.”

5. Except as specifically described in this Third Amendment, the Lease is unchanged, remains in full force and effect, and is ratified and confirmed. In the event of any inconsistency between the Lease and this Third Amendment, the terms of this Third Amendment will govern and control. Each reference in the Lease to itself shall be deemed to also refer to this Third Amendment.

***SIGNATURES APPEAR ON FOLLOWING PAGE***

Tenant Site Name: RIVER ROAD  
MDG Location #: 5000387600  
Contract # 40204

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

LANDLORD:

**CONSOLIDATED GOVERNMENT OF  
COLUMBUS, GEORGIA**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

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

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

TENANT:

**VERIZON WIRELESS OF THE EAST LP  
d/b/a Verizon Wireless**

By: Cellco Partnership

Its: General Partner

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

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

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness