

Prepared by and after recording
Return to: SDT Solutions, LLC
P.O. Box 554
Brookhaven, MS 39602

AMENDMENT NUMBER THREE

NAYLOR, GA

STATE ROUTE 135-GLCR2923

This "**AMENDMENT NUMBER THREE**" (the "Third Amendment") is entered into on the ____ day of _____, 2021, by and between **LOWNDES COUNTY, GEORGIA**, a political subdivision, successor to the Town of Naylor, Georgia, which has been formally dissolved, whose address is Lowndes County Board of Commissioners, Post Office Box 1349, Valdosta, GA 31603-1349 (hereinafter the "Lessor") and **BELLSOUTH TELECOMMUNICATIONS, LLC**, a Georgia Limited Liability Company, d/b/a AT&T Georgia, successor of BellSouth Telecommunications, Inc. (hereinafter the "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated November 5, 1981 (the "Original Lease") in order for Lessee to place a 7 foot 6 inch by 10 foot 6 inch building including roof overhang in the southeast corner of Lessor's property for the purpose of housing electronic equipment, installing and maintaining underground duct, manholes and telephone cables, parking, ingress and egress on Lessor's property located at Georgia State Highway 135 and the CSX Railroad right-of-way in Land Lot 377 - 11th Land District, Lowndes County, Georgia (the "Premises"), more particularly described in said Original Lease. The Original Lease was amended by that certain Amendment Number One dated December 16, 2011 (the "First Amendment") which extended the term of the Original Lease for an additional five (5) years commencing on November 1, 2011 and expiring October 31, 2016 (the "First Extended Term") ; and,

WHEREAS, Lessor and Lessee entered into that certain Amendment Number Two dated October 26, 2016 (the "Second Amendment") which extended the Term of the Lease, as defined herein below, an additional five (5) years commencing November 1, 2016 and expiring October 31, 2021 (the "Second Extended Term"); and,

WHEREAS, the Original Lease, First Amendment and Second Amendment are collectively referred to herein as the "Lease"; and,

WHEREAS, Lessor and Lessee desire to amend the Lease in the manner and on the terms herein set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby agree that the Lease shall be and is hereby amended as follows: