

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this “**Amendment**”) made this _____, by and between CITY OF CHARLOTTESVILLE, with a mailing address of P.O. Box 911, Charlottesville, VA 22902 (“**Lessor**”), and CELLCO PARTNERSHIP, a general partnership of the State of Delaware, dba Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) (hereinafter designated “**Lessee**”).

EXPLANATORY STATEMENT

A. Pursuant to a Lease Agreement dated December 16, 2013, as amended by a First Amendment to Lease Agreement dated April 1, 2019 (collectively, the “**Lease Agreement**”), Lessee leases from Lessor certain space at 513 East Market Street, Charlottesville, Virginia 22902 (Tax Parcel # 530091000), as more particularly set forth in the Lease Agreement (the “**Property**”).

B. Lessor and Lessee now desire to amend the Lease Agreement to extend the term and modify the rent and annual rental adjustment on the terms and conditions set forth in this Amendment.

NOW, THEREFORE, WITNESSETH, that Lessor and Lessee, in consideration of the foregoing Explanatory Statement and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Explanatory Statement; Defined Terms.** The Explanatory Statement of this Amendment forms an integral part hereof. The use of initially capitalized terms in this Amendment shall have the meaning ascribed to them in the Lease Agreement unless the context requires otherwise.

2. **Term.** Effective as of June 1, 2024, the Lease Agreement Term set forth in Section 3 of the Lease Agreement shall be amended and restated to be a five (5) year period commencing on June 1, 2024 (the “**New Commencement Date**”) and expiring at 11:59pm on May 31, 2029 unless terminated or otherwise modified as the Agreement may provide.

3. **Reset of Rent and Rent Escalation.** Effective as of the New Commencement Date, the annual rent shall be reset to be an amount equal to Nine Thousand Four Hundred Fifty and no/100 Dollars (\$9,450.00), which shall continue to be paid in equal monthly installments in advance according to the terms of the Lease Agreement.

4. **Notice Addresses.** Effective as of the date of this Amendment, the Lessee’s notice address in Section 17 of the Lease Agreement is modified to be as follows:

Lessee Site Name: Charlottesville Mall SC
MDG Location ID: 5000118376

Lessee: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

With a copy to:

Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

5 **No Other Amendments.** In all other respects, the Lease Agreement shall remain in full force and effect and binding on the each of Lessor and Lessee and each of their respective successors and assigns, except as amended herein.

6. **Representations.** Each party hereto hereby represents to the other that it has the power to execute this Amendment and that the execution and delivery of this Amendment (a) has been authorized by all proper action, (b) has been executed by a duly authorized representative of such party, and (c) constitutes the valid and binding obligation of such party.

[signatures on the following page]

Lessee Site Name: Charlottesville Mall SC
MDG Location ID: 5000118376

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Amendment as of the date first above written.

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

Lessor:
CITY OF CHARLOTTESVILLE

By: _____
Name: _____
Title: _____

Date: _____

Lessee:
CELLCO PARTNERSHIP d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____

Date: _____