

STATE OF FLORIDA)
)
COUNTY OF INDIAN RIVER)

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (the “**Amendment**”) is made and entered into effective as of the last date of execution set forth below, by and between **INDIAN RIVER, COUNTY**, a political subdivision of the State of Florida, having a mailing address of 1801 27th Street, Vero Beach, Florida 32960 (“**LESSOR**”), and **FLORIDA 2B MPL TOWER HOLDINGS LLC**, a Delaware limited liability company, successor in interest to Florida RSA No. 2B (Indian River) Limited Partnership, successor in interest to BellSouth Mobility, Inc., a Georgia corporation (“**TENANT**”).

WITNESSETH:

WHEREAS, LESSOR and BellSouth Mobility, Inc. entered into that certain Option and Lease Agreement dated August 14, 1990 (the “**Original Agreement**”), covering certain real property, together with an easement for ingress, egress and utilities thereto, as more fully described in the Original Agreement, as amended (the “**Leased Premises**”);

WHEREAS, LESSOR and TENANT entered into that certain First Amendment dated November 18, 2014 (the “**First Amendment**”) and that certain Lease Extension and Second Amendment dated January 25, 2016 (the “**Second Amendment**”, and together with the First Amendment and the Original Agreement, the “**Agreement**”);

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on January 20, 2046 (the “**Original Term**”) and the parties desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **CONSENT**. LESSOR hereby consents to TENANT subleasing or licensing space at the Leased Premises to Dish Wireless, LLC, its subsidiaries and affiliates. In consideration of such consent, TENANT shall make payments to LESSOR with respect to such sublease or license as provided in Section 3(d) of the Second Amendment.

2. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Agreement are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. LESSOR and TENANT ratify, confirm and adopt the Agreement as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. In case of any inconsistency between the Agreement, and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of the Amendment.

(c) **IRS Form W-9.** LESSOR agrees to provide TENANT with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by TENANT. In the event the Leased Premises is transferred, the succeeding LESSOR shall have a duty at the time of such transfer to provide TENANT with a Change of Ownership Form as provided by TENANT and a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new LESSOR. LESSOR's failure to provide the IRS Form W-9 within thirty (30) days after TENANT's request shall be considered a default and TENANT may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) **Survey.** TENANT reserves the right, at its discretion and at its sole cost, to obtain a survey (the "Survey") specifically describing the Leased Premises and any access and utility easements associated therewith. TENANT shall be permitted to attach the Survey as an exhibit to this Amendment and any related memorandum for recording, which Survey shall update and replace the existing description of the Leased Premises, at any time prior to or after closing the complete execution of this Amendment.

(e) **Representations and Warranties.** LESSOR represents and warrants that:

(i) LESSOR is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of LESSOR's obligations under the Agreement as amended hereby.

(ii) TENANT is not currently in default under the Agreement, and to LESSOR's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by TENANT under the Agreement.

(iii) LESSOR agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure TENANT's continuous and uninterrupted use, possession and quiet enjoyment of the Leased Premises under the Agreement as amended hereby.

(f) **Entire Agreement.** This Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(g) **Litigation Costs.** In the event that it becomes necessary for either party hereto to initiate litigation for the purpose of enforcing any of its or his rights hereunder or for the purpose of seeking damages for any violation hereof, then, in addition to all other judicial remedies that may be granted, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs that may be sustained by such prevailing party in connection with such litigation.

(h) **Recording.** At any time following the execution of this Amendment by all parties hereto, Tenant, at its cost and expense, shall have the right, at any time during the term of the Amendment, as may be amended from time to time, and for no additional consideration payable to LESSOR, to record in the appropriate recording office for land records: (i) a memorandum of this Amendment ("Memorandum") and LESSOR covenants and agrees to execute said Memorandum within thirty (30) days following Tenant's written request therefor; and (ii) a notice or affidavit of amendment to lease (each, a "Notice of Amendment to Lease") executed solely by Tenant. Each of the Memorandum and the Notice of Amendment to Lease are intended to provide record notice of the terms of this Amendment.

(i) **Counterparts.** This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(j) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Amendment and executed and adopted by a party with the intent to sign such Amendment, including facsimile or email electronic signatures.

[Signatures Appear on the Following Page]

