

## FIRST AMENDMENT TO SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO SITE LEASE AGREEMENT (“**Amendment**”), dated as of the latter of the signature dates below, is by and between Indian River County, a political subdivision of the State of Florida, having a place of business at 1801 27<sup>th</sup> St, Vero Beach, FL 32960 (“**Landlord**”) and DISH Wireless L.L.C, a Colorado limited liability company, having a place of business at 9601 S. Meridian Blvd., Englewood, CO 80112 (“**Tenant**”).

WHEREAS, Landlord and Tenant entered into a Site Lease Agreement dated November 16, 2021 (the “Lease”), whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 3901 26<sup>th</sup> St, Vero Beach, FL 32960; and

WHEREAS, Landlord and Tenant desire to amend the Lease to further specify the easement area; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Lease as set forth below accordingly.

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

1. **Paragraph 2.1** is hereby deleted and replaced with the following:

2.1 **Premises.** Landlord is the owner of the Structure and Property located at 3901 26<sup>th</sup> St, Vero Beach, FL 32960, as more particularly described in Exhibit A. Landlord leases to Tenant (a) approximately one hundred (100) square feet of ground space, and (b) space on Landlord’s Structure, all for the use and operation of Tenant’s facilities as such are initially described in Exhibit B, collectively referred to as the “**Premises**”. Landlord also grants to Tenant an easement for utilities, fiber and access to the Premises as more particularly described in Exhibit C. Landlord agrees that providers of utility or fiber services may use such easement(s) and/or available conduit(s) for the installation of any equipment necessary to provide utility or fiber service. If the existing utility or fiber sources located within the Premises or on the Property are insufficient for Tenant’s Permitted Use, Landlord agrees to grant Tenant and/or the applicable third party utility or fiber provider the right, at Tenant’s sole cost and expense, to install such utilities or fiber on, over and/or under the Property as is necessary for Tenant’s Permitted Use; provided that Landlord and Tenant shall mutually agree on the location and timing of such installation(s).

2. **Exhibit C.** The Lease shall be amended to include the attached survey as Exhibit C.
3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.
4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be effective as of the last date written below.

**LANDLORD:**

Indian River County  
a political subdivision of the State of Florida

**TENANT:**

DISH Wireless L.L.C  
a Colorado limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT C**

**SURVEY SHOWING EASEMENT AREA**

**SEE ATTACHED DRAWINGS**