

## FIRST AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

This First Amendment to Communications Site Lease Agreement (“First Amendment”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between Marion County, Florida, a political subdivision of the State of Florida (“Owner”), and Celco Partnership d/b/a Verizon Wireless (“Tenant”). Owner and Tenant (or their predecessors in interest) entered into that certain Communications Site Lease Agreement dated March 02, 2010, as may have been previously amended and/or assigned, (the “Agreement”), pursuant to which Tenant is leasing or licensing from Owner a portion of that certain property located at 5815 East Silver Springs, Silver Springs Blvd., FL 34488, as more particularly described in the Agreement. Owner and Tenant may be referenced in this First Amendment individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and promises contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. Notwithstanding anything contained in the Agreement to the contrary, the Agreement shall expire on March 31, 2025. Commencing on April 01, 2025, the Agreement shall be extended for 5 years (“Initial Extension Term”). The term of the Agreement shall thereafter automatically extend for 7 additional terms of 5 years each (each, an “Additional Extension Term”), unless Tenant terminates the Agreement by giving Owner notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on April 01, 2025, the monthly rent during the Initial Extension Term shall be \$2,120.00 to be paid on the first day of the month in advance to Owner or such other person as Owner may designate in writing at least 30 days in advance of any rental payment date. Thereafter, commencing on April 01, 2030, monthly rent for each Additional Extension Term shall increase by 15% upon commencement of each Additional Extension Term.

3. Rent Credit. This First Amendment provides for a reduction in rent, effective April 01, 2025. The Parties acknowledge and agree that Tenant shall be entitled to a credit in the event of any overpayment of rent resulting from said reduction in rent. Such credit shall be applied against Tenant’s rent due under the Agreement

4. Right of First Refusal. Notwithstanding anything contained in the Agreement to the contrary, if at any time after the Effective Date, Owner receives an offer or letter of intent, from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Property or any portion thereof or to acquire any interest in the Agreement, or an option for any of the foregoing, Owner shall provide written notice to Tenant of said offer (“Owner’s Notice”). Owner’s Notice shall include the prospective buyer’s name, the purchase price being offered, and any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Property and/or the Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form

agreements presented to Owner by the third-party offeror. Tenant shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If Tenant fails to provide written notice to Owner that Tenant intends to meet such bona fide offer within 60 days after receipt of Owner's Notice, Owner may proceed with the proposed transaction in accordance with the terms and conditions of such third-party offer, in which event the Agreement shall continue in full force and effect and the right of first refusal described in this Section shall survive any such conveyance to a third party. If Tenant provides Owner with notice of Tenant's intention to meet the third party offer within 60 days after receipt of Owner's Notice, then if Owner's Notice describes a transaction involving greater space than the Premises, Tenant may elect to proceed with a transaction covering only the Premises and the purchase price shall be prorated on a square footage basis. Further, Owner acknowledges and agrees that if Tenant exercises this right of first refusal, Tenant may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third-party offer. Tenant may elect to amend the Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Section, any transfer, bequest or devise of Owner's interest in the Property as a result of the death of Owner, whether by will or intestate succession, or any conveyance to Owner's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which Tenant has any right of first refusal.

5. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as otherwise stated in this First Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

6. Ratification and Reaffirmation. Owner and Tenant do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this First Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this First Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, this First Amendment is effective and entered into as of the date last written below.

**Owner:**

**Marion County, Florida, a political subdivision of the State of Florida**

By: \_\_\_\_\_  
Name: Michelle Stone  
Title: Chair  
Date: \_\_\_\_\_

**LESSOR WITNESSES:**

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

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

**Tenant:**

**Cellco Partnership d/b/a Verizon Wireless**

By:  \_\_\_\_\_  
Name: Sergei Mislevy  
Title: Executive Director-Network Engineering/Real Estate  
Date: 6/19/24

