

**SECOND AMENDMENT TO LICENSE AGREEMENT  
FOR CONSTRUCTION AND USE OF A NEW COMMON-USE COMMUNICATIONS  
TOWER AT SOUTHWEST FLORIDA INTERNATIONAL AIRPORT**

This Second Amendment to License Agreement for Construction and Use of a New Common-Use Communications Tower at Southwest Florida International Airport (“Second Amendment”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between Lee County Port Authority, a political subdivision of the State of Florida (“AUTHORITY”), and Cellco Partnership d/b/a Verizon Wireless, successor in interest to, Verizon Wireless Personal Communications LP d/b/a Verizon Wireless (“LICENSEE”). AUTHORITY and LICENSEE (or their predecessors in interest) entered into that certain License Agreement for Construction and Use of a New Common-Use Communications Tower at Southwest Florida International Airport dated March 14, 2005, as may have been previously amended and/or assigned, (the “Agreement”), pursuant to which LICENSEE is licensing from AUTHORITY a portion of that certain property located at Southwest Florida International Airport, as more particularly described in the Agreement. AUTHORITY and LICENSEE may be referenced in this Second Amendment individually as a “Party” or collectively as the “Parties.”

In consideration of the mutual covenants and promises contained in this Second 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 May 31, 2025. Commencing on June 1, 2025, the Agreement shall be extended for 2 years (“Initial Extension Term”).

2. Fees. Commencing on June 1, 2025, the monthly fee during the Initial Extension Term shall be \$2,626.56 to be paid on the first day of the month in advance to AUTHORITY or such other person as AUTHORITY may designate in writing at least 30 days in advance of any rental payment date.

3. Notice Address. The notice address for LICENSEE in the Agreement is hereby amended as follows:

If to LICENSEE: Verizon Wireless  
Attn: Network Real Estate  
180 Washington Valley Road  
Bedminster, NJ 07921

With a copy to: Basking Ridge Mail Hub  
Attn: Legal Intake  
One Verizon Way  
Basking Ridge, NJ 07920

The notice address for AUTHORITY in the Agreement is hereby amended as follows:

If to AUTHORITY: Lee County Port Authority  
Attn: Executive Director  
11000 Terminal Access Road, Suite 8671  
Fort Myers, FL 33913

4. 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 Second Amendment, the terms and provisions of this Second Amendment shall control. In addition, except as otherwise stated in this Second 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 Second Amendment.

5. Ratification and Reaffirmation. AUTHORITY and LICENSEE 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 Second 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 Second 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 Second Amendment is effective and entered into as of the date last written below.

**CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**  
(LICENSEE)

By: Edward Maher  
Edward Maher (Jan 14, 2025 12:00 EST)

Print Name: Edward Maher

As Its: AVP Real Estate

Date: Jan 14, 2025

**LEE COUNTY PORT AUTHORITY**

By: \_\_\_\_\_  
Chair or Vice Chair,  
Board of Port Commissioners

Date: \_\_\_\_\_

ATTEST:  
KEVIN KARNES, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved As To Form for the Reliance  
of the Lee County Port Authority only:

By: \_\_\_\_\_  
Port Authority Attorney