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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by: Andrea Reid-Gentles
After recording return to: Ashley Barth
SBA Network Services, Inc.
5900 Broken Sound Parkway, NW. 3rd Floor
Boca Raton, FL 33487-2797
Ph: 1-800-487-7483 ext. 9495

ORIGINAL

AMENDMENT TO SITE LEASE AGREEMENT

THIS AMENDMENT TO SITE LEASE AGREEMENT (hereinafter referred to as "Amendment") is executed this 20th day of December, 2010, by and between **RONALD PALMERSHEIM and HELEN PALMERSHEIM,** husband and wife, having an address of 305 4th Street, Greeley, Iowa 52050 ("Lessor") and **SBA STEEL LLC,** a Florida limited liability company, having a principal office located at 5900 Broken Sound Parkway, NW, Boca Raton, Florida 33487-2797 ("Lessee").

WHEREAS, Lessor and TeleCorp Realty, L.L.C., a Delaware limited liability company entered into a Site Lease Agreement dated March 14, 2001 (the "Lease") for Lessee's use of a portion of the real property located at Delaware Road, City of Delaware, State of Iowa 52036 (the "Property"), as further evidenced by that certain Memorandum of Lease dated March 23, 2001 and recorded on December 3, 2001, in Book Number 2001, Page 4326, in the Office of the County Recorder, in Delaware County, State of Iowa, as more particularly described in the Lease for the construction and operation of a wireless communications facility.

WHEREAS, TeleCorp Realty, L.L.C. and SBA Properties, Inc., a corporation formed in the State of Florida entered into an Assignment and Assumption of Ground Lease dated September 28, 2001, as recorded on April 7, 2003, in Book Number 2003, Page 1567, in the Office of the County Recorder, in Delaware County, State of Iowa; and

WHEREAS, SBA Properties, Inc. and into AAT Communications Corp., a New York corporation entered into that certain Assignment and Assumption of Ground Lease dated May 9, 2003, as further recorded on September 2, 2003, in the Office of the County Recorder, in Book Number 2003, Page 4265, in Delaware County, State of Iowa; and

WHEREAS, AAT Communications Corp. and Lessee entered into that certain Assignment and Assumption Agreement dated October 31, 2006; and

WHEREAS, Lessor and Lessee desire and intend to amend and supplement the Lease as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Lease:

1. **Section 4, Term,** of the Lease is hereby amended as follows:

   In addition to the Renewal Terms as referenced in the Lease, the Lease is hereby amended to include five (5) additional consecutive five (5) year terms (each an "Additional Renewal Term"). Each Additional Renewal Term shall be deemed automatically extended, unless Lessee notifies Lessor of its intention not to renew the Lease at least sixty (60) days prior to the commencement of the succeeding Additional Renewal Term. The first Additional Renewal Term shall commence on May 25, 2026 ("Additional Renewal Term Commencement Date"), upon the expiration of the Renewal Term expiring May 24, 2026.

2. **Section 5, Rent**, of the Lease is hereby amended as follows:

   On May 25, 2026, Lessor's Rent shall be [redacted] per month. On every anniversary of the Commencement Date thereafter, Lessor's current annual Rent shall [redacted] of the Rent in effect for the preceding year. All escalations currently provided in the Lease arising prior to the Additional Renewal Term Commencement Date shall be unaffected by this section.

3. **Section 23, Notices,** of the Lease is hereby amended as follows:

   If to Lessee: SBA Steel LLC
   Attn: Site Administration
   5900 Broken Sound Parkway, NW
   Boca Raton, FL 33487-2797
   Re: IA20615-A / Palmersheim

4. The Lease is hereby amended to include a new **Section 29, Right of First Refusal Exclusive Use / Assignment,** as follows:

   If at any time during the term of this Lease, Lessor receives a bona fide written offer ("Offer") from a third party to sell, assign, convey, lease or otherwise transfer its interest (or to obtain an option to do any of the foregoing) in the current or future Rent, the Property or the Leased Premises, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to accept the Offer and exercise this right of first refusal by notifying Lessor in writing. If Lessee has not accepted the Offer in writing to Lessor within such thirty (30) day period, the Offer will be deemed rejected. If Lessee accepts the Offer, Lessor shall reject the Offer from the third party and close on the Offer with Lessee in accordance with its terms.

As part of Lessee's right to the undisturbed use and enjoyment of the Leased Space, Lessor shall not, at any time during the term of the Lease (i) use or suffer or permit another person to use any portion of the Property or any adjacent parcel of land now or hereafter owned, leased or managed by Lessor for the uses permitted herein or other uses similar thereto, or (ii) grant any interest or an option to acquire any interest in any portion of the Property that permits (either during the term of this Lease and/or after the term hereof) any of the uses permitted under this Lease without the prior written consent of Lessee, in Lessee's sole discretion. Lessor may not assign the Rent or this Lease or any rights hereunder, except in connection with conveyance of fee simple title to the Property, without the prior written consent of Lessee, in Lessee's sole discretion.

5. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Lease.

6. This Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the property is located without regard to principles of conflicts of law.

7. Except as specifically set forth in this Amendment, the Lease is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall take precedence.

8. This Amendment shall be effective as of the date last executed by both parties.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

LESSOR:

RONALD PALMERSHEIM

By: Ronald Palmersheim
Name: Ronald Palmersheim
Title: Owner
Date: 12-15-2010

WITNESSES:

JoAnn Heffernan
(print name) JoAnn Heffernan

Lea A Smith
(print name) Lea Ann Smith

STATE OF Iowa)
) ss
COUNTY OF Delaware)

The foregoing instrument was acknowledged before me this 15th day of December, 2010 by **RONALD PALMERSHEIM,** who personally came before me and acknowledged the due execution of the foregoing instrument.

WITNESS MY HAND and official seal in the state and county last aforesaid the 15th day of December, 2010.

Colleen Meyer
Notary Public

Colleen Meyer
(Print Name)

My commission expires on 08-28-12

(Seal)

COLLEEN MEYER
Notarial Seal - Iowa
Commission # 704820
My Commission Expires 08-28-12

LESSOR:

HELEN PALMERSHEIM

By: Helen J Palmersheim
Name: Helen Palmersheim
Title: Owner
Date: 12-15-2010

WITNESSES:

JoAnn Heffernan
(print name) JoAnn Heffernan

Lea A Smith
(print name) Lea Ann Smith

STATE OF Iowa)
) ss
COUNTY OF Delaware)

The foregoing instrument was acknowledged before me this 15th day of December, 2010 by **HELEN PALMERSHEIM**, who personally came before me and acknowledged the due execution of the foregoing instrument.

WITNESS MY HAND and official seal in the state and county last aforesaid the 15th day of December, 2010

Colleen Meyer
Notary Public

Colleen Meyer
(Print Name)

My commission expires on 08-28-12

(Seal)

COLLEEN MEYER
Notarial Seal - Iowa
Commission # 704820
My Commission Expires 08-28-12

LESSEE:

SBA STEEL LLC,
A FLORIDA LIMITED LIABILITY COMPANY

By: _____
Name: Alyssa Houlihan
Title: Director of Leasing
Date: 12/20/10

WITNESSES:

_____
(print name) Shaon R. Costa

_____
(print name) Juliana Ribeiro

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, the undersigned, a Notary Public for the state and county aforesaid, do hereby certify that **ALYSSA HOULIHAN** personally came before me this day and acknowledged that she is Director of Leasing for **SBA STEEL LLC,** a Florida limited liability company, and acknowledged, on behalf of said corporation, the due execution of the foregoing instrument.

WITNESS MY HAND and official seal in the state and county last aforesaid the 20th day of December, 2010.

_____
Notary Public

Lisa M. Nuccio
(print name)

My commission expires on 11/19/2013

(Seal)

LISA M. NUCCIO
Notary Public - State of Florida
My Comm. Expires Nov 19, 2013
Commission # DD 936973
Bonded Through National Notary Assn.