

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

AMENDMENT TO SITE LEASE AGREEMENT

THIS AMENDMENT TO SITE LEASE AGREEMENT (hereinafter referred to as "Amendment") is executed this 13th day of January, 2011, by and between **JOHN HENRY MILLER, JR. AND DARNELL W. MILLER**, husband and wife, having an address of 500 Larue Drive, Hernando, Mississippi 38632-8998 ("Lessor") and **SBA PROPERTIES, INC.**, a Florida corporation, 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 that certain Site Lease Agreement dated August 26, 1999 (the "Lease"), as evidenced by that certain Memorandum of Lease dated May 26, 2000 and recorded on June 8, 2000, in Book Number 85, Page 450, in De Soto County, State of Mississippi, for Lessee's use of a portion of the real property located at 7901 Nip and Tuck Road, City of Hernando, County of De Soto, State of Mississippi 38632 (the "Leased Premises") 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 TC Acquisition, Inc., a Florida corporation, entered into that certain Assignment of Prime Lease dated March 16, 2001, as recorded on March 29, 2001, in Book Number 89, Page 58, in De Soto County, State of Mississippi; and

WHEREAS, SBA TC Acquisition, Inc. merged with and into SBA Properties, Inc., a Florida corporation, effective June 30, 2002; 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:

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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 ten (10) 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 December 27, 2019 ("Additional Renewal Term Commencement Date"), upon the expiration of the Renewal Term expiring December 26, 2019.

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

Beginning on December 27, 2014 Lessor's Rent shall increased to [REDACTED] [REDACTED] On December 27, 2019 and every fifth (5th) anniversary of the Additional Renewal Term Commencement Date thereafter, Lessor's current Rent shall increase by fifteen (15%) percent over the Rent in effect for the preceding year.

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

If to Lessee: SBA Properties, Inc.
Attn: Site Administration
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487-2797
Re: Cortez 2, MS / MS05102-A

4. The Lease is hereby amended to include a new **Section 28, 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 Leased Premises or the Property, 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 Premises, 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

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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]

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

LESSOR:

JOHN HENRY MILLER

WITNESSES:

By: *John Henry Miller*
Name: John Henry Miller
Title: Owner
Date: 1/11/11

W.E. Rose Jr.
(print name) W.E. Rose Jr.
Chris Champion
(print name) Chris Champion

STATE OF Mississippi
COUNTY OF DeSoto

The foregoing instrument was acknowledged before me this 11th day of January, 2011, by **JOHN HENRY MILLER**, 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 11th day of January, 2011.

Carol Ann Maxwell
Notary Public

Carol Ann Maxwell
(Print Name)

My commission expires on 3/24/2012

(Seal)



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LESSOR:

DARNELL W. MILLER

WITNESSES:

By: Darnell W. Miller
Name: Darnell W. Miller
Title: Owner
Date: 1/11/11

W. E. Ross Jr.
(print name) W. E. Ross Jr.
Chris Champion
(print name) Chris Champion

STATE OF Mississippi
COUNTY OF DeSoto

The foregoing instrument was acknowledged before me this 11th day of January, 2011, by **DARNELL W. MILLER**, 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 11th day of January, 2011.

Carol Ann Maxwell
Notary Public

Carol Ann Maxwell
(Print Name)

My commission expires on 3/24/2012

(Seal)



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LESSEE:

WITNESSES:

SBA PROPERTIES, INC.,
A FLORIDA CORPORATION

By: [Signature]
Name: Alyssa Houlihan
Title: Director of Leasing
Date: 1/13/11

[Signature]
(print name) Tanya C. Campbell
[Signature]
(print name) Snoor K. Costa

STATE OF FLORIDA

COUNTY OF PALM BEACH

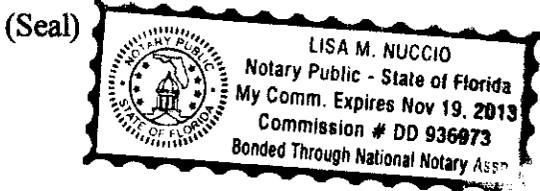
I, the undersigned, a Notary Public for the state and county aforesaid, do hereby certify that **ALYSSA HOULIHAN** personally came before me this day and acknowledged that she is Director of Leasing for **SBA PROPERTIES, INC.**, a Florida corporation, and acknowledged, on behalf of said corporation,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

WITNESS MY HAND and official seal in the state and county last aforesaid the 13th day of January, 2011.

[Signature]
Notary Public

Lisa M. Nuccio
(print name)

My commission expires on 11/19/2013



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