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12/30/2013 10:45 AM \$22.00  
Book - 10202 Pg - 2805-2811  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SBA COMMUNICATIONS CORPORATION  
5900 BROKEN SOUND PKWY NW  
BOCA RATON FL 33487-2797  
BY: LDT, DEPUTY - MA 7 P.

Prepared by: Melinda Gordon  
After recording return to: Alistair Salako  
SBA Network Services, LLC  
5900 Broken Sound Parkway, NW. 3rd Floor  
Boca Raton, FL 33487-2797  
Ph: 1-800-487-7483 ext. 9585

Parcel ID: 07-36-151-010

**AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)**

**THIS AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)** ("Amendment") is executed this 27 day of June, 2013 by and between **ADMIRAL BYRD PLAZA, LLC, a Utah limited liability company** having an address at 2520 N 1500 W, Ogden, UT 84403-2823 ("Lessor") and **SBA 2012 TC ASSETS, LLC, a Delaware limited liability company**, having a principal office located at 5900 Broken Sound Parkway, NW, Boca Raton, Florida 33487-2797 ("Lessee").

**WHEREAS**, W. Charles Swanson Irrevocable Trust, d/b/a S.C. General, a Utah trust and Nextel West Corp., a Delaware corporation d/b/a Nextel Communications entered into that certain Communications Site Lease Agreement (Ground), dated August 30, 2001, as amended, evidenced by that certain Memorandum of Agreement recorded September 7, 2001 in Book 8498, Pages 3750-3753 and ultimately assigned to Lessee f/k/a TowerCo Assets LLC, a Delaware limited liability company by and Assignment and Assumption of Ground Lease recorded in Book 9649, Pages 5886-5894 of the Public Records of Salt Lake County, Utah (collectively, "Agreement") for Lessee's use of a portion of the real property ("Premises") located at 5500 W Amelia Earhart, Salt Lake City, UT 84116 ("Land"), being more particularly described in the attached Exhibit "A"; and

**WHEREAS**, Lessor is the successor in interest to W. Charles Swanson Irrevocable Trust, d/b/a S.C. General, a Utah trust.

**WHEREAS**, Lessor and Lessee desire and intend to amend and supplement the Agreement 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 Agreement:

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

In addition to the Renewal Terms as referenced in the Agreement, the Agreement is hereby amended to include eight (8) additional successive terms of five (5) years (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 Agreement prior to the commencement of the succeeding Additional Renewal Term. The first Additional Renewal Term shall commence on April 1, 2037 ("Additional Renewal Term Commencement Date"), upon the expiration of the Renewal Term expiring on March 31, 2037.

2. The 1<sup>st</sup> and 4<sup>th</sup> sentences of **Section 14. Assignment and Subletting**, of the Agreement are hereby deleted and replaced as follows:

Lessee may sublet all or part of the Premises or may assign or transfer the Agreement in whole or in part without Lessor's consent. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under the Agreement.

3. **Section 19. (d) Miscellaneous**, of the Agreement is hereby amended as follows:

If to Lessor:

Admiral Byrd Plaza, LLC  
2520 N 1500 W  
Ogden, UT 84403-2823

If to Lessee:

SBA 2012 TC Assets, LLC  
Attn: Site Administration  
5900 Broken Sound Parkway, NW  
Boca Raton, FL 33487-2797  
Re: UT48085-A/Intrntl Center West

4. The Agreement is hereby amended to include **Section 22. Right of First Refusal / Exclusive Use**, as follows:

If at any time during the term of the Agreement, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the current or future Rent, the Premises or the Land, 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, with such notice giving Lessee the right to purchase the Premises for a pro-rata price based on the size that the Premises is to the portion of the Land described in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to accept the Offer or exercise Lessee's right to purchase the Premises and exercise this right of first refusal by notifying Lessor in writing. If Lessee has not accepted the Offer or exercised its right to purchase the Premises in writing to Lessor within such thirty (30) day period, the Offer will be deemed rejected.

As part of Lessee's right to the undisturbed use and enjoyment of the Premises, Lessor shall not at any time during the term of the Agreement (i) use or suffer or permit another person to use any portion of the Land 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 in or an option to acquire any interest in any portion of the Land that permits (either during the term of the Agreement or after the term hereof) any of the uses permitted under the Agreement without the prior written consent of Lessee, in Lessee's sole discretion. Lessor may not assign the Rent or the Agreement or any rights hereunder, or grant any interest in any portion of the Land, except in connection with conveyance of fee simple title to the Land, without the prior written consent of Lessee, in Lessee's sole and absolute discretion.

5. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.
6. This Agreement will be governed by and construed and enforced in accordance with the laws of the state in which the Land is located without regard to principles of conflicts of law.
7. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.
8. Lessor acknowledges that the attached Exhibit "A" may be preliminary or incomplete and, accordingly, Lessee may replace and substitute such Exhibit with an accurate survey and legal descriptions of the Premises and easements and re-record this Amendment without obtaining the further approval of Lessor. Following such re-recording, the descriptions of the Premises and easements described therein shall serve as the descriptions for same for all purposes under the Amendment.
9. Lessor represents and warrants to Lessee that the Lessor is the sole owner in fee simple title to the Premises and easements and the Lessor's interest under the Agreement and that consent or approval of no other person is necessary for the Lessor to enter into this Amendment.

10. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement.
11. Lessee shall have the right to record this Amendment.

**[The remainder of this page is intentionally left blank. Signatures to follow.]**

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

WITNESSES:

[Signature]  
Print Name: Cindy B. Purcell

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

LESSOR:

Admiral Byrd Plaza, LLC

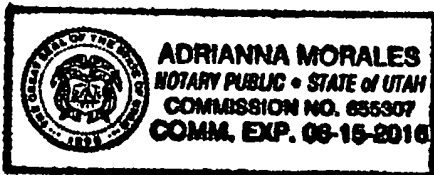
By: [Signature]  
Print Name: W. Charles Swanson  
Title: member

STATE OF UTAH  
COUNTY OF Weber

On the 19<sup>th</sup> day of June, 2013, personally appeared before me walter swanson as manager of Admiral Byrd Plaza, LLC, the signer of the foregoing instrument, who duly acknowledged to me that  he executed the same.

[Signature]  
Notary Public

(NOTARY SEAL)



**WITNESSES:**

*Graciela Cortes*  
Print Name: Graciela Cortes

*Stacy Shields*  
Print Name: Stacy Shields

**LESSEE:**

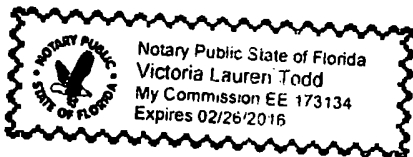
**SBA 2012 TC ASSETS, LLC, a Delaware limited liability company**

By: *Alyssa Houlihan*  
Alyssa Houlihan  
Director of Leasing

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

On this 27 day of June in the year 2013 before me, Victoria Todd a Notary Public in and for said state, appeared Alyssa Houlihan as Director of Leasing of SBA 2012 TC Assets, LLC, a Delaware limited liability company, known to me to be the person who executed the within instrument on behalf of said limited liability company and acknowledged to me that she executed the same for the purpose therein stated.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



(NOTARY SEAL)

*Victoria L Todd*  
Notary Public

Print Name: Victoria L Todd  
My Commission Expires: \_\_\_\_\_

**EXHIBIT 'A'**

Legal description to be incorporated upon receipt of final survey.

SITUATE IN THE COUNTY OF WEBER, AND STATE OF UTAH:

BEGINNING AT A POINT WHICH IS 2404.86 FEET SOUTH AND 753.89 FEET EAST OF THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89 DEGREES 58 MINUTES WEST 387.32 FEET; THENCE NORTH 0 DEGREES 02 MINUTES WEST 180.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES EAST 189.32 FEET; THENCE NORTH 0 DEGREES 02 MINUTES WEST 10 FEET; THENCE NORTH 89 DEGREES 58 MINUTES EAST 198.00 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES EAST 190.00 FEET TO THE POINT OF BEGINNING.