

Prepared by: Karen Mello  
After recording return to: Khreshmore Spence  
SBA Network Services, LLC  
5900 Broken Sound Parkway, NW. 3rd Floor  
Boca Raton, FL 33487-2797  
Ph: 1-800-487-7483 ext. 7795

Parcel ID: 002-0477

#### **AMENDMENT TO GROUND LEASE**

**THIS AMENDMENT TO GROUND LEASE** ("Amendment") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between **WINNEBAGO COUNTY, a Wisconsin municipal corporation**, having an address at Attn: Wittman Regional Airport, 415 Jackson Street, Oshkosh, WI 54903-2808 ("Lessor") and **SBA STRUCTURES, LLC, a Delaware limited liability company**, having a principal office located at 5900 Broken Sound Parkway, NW, Boca Raton, Florida 33487-2797 ("Lessee").

**WHEREAS**, Lessor and SBA Towers, Inc., a Florida corporation entered into that certain Ground Lease, dated November 2, 2000, as evidenced by that certain Memorandum of Ground Lease, recorded August 1, 2002, as Instrument No. 1192676, in the Register of Deeds of Winnebago County, State of Wisconsin, and ultimately assigned to Lessee, successor by conversion to SBA Structures, Inc., a Florida corporation pursuant to that certain unrecorded Assignment and Assumption Agreement, dated October 31, 2006 (collectively, the "Lease") for Lessee's use of a portion of the real property ("Leased Space") located at 525 West 20th Avenue, Oshkosh, WI 54901 ("Premises"), being more particularly described in the attached Exhibit "A"; and

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

**NOW, THEREFORE**, for good and valuable consideration of One Hundred and no/100 Dollars (\$100.00), 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 5. TERM**, of the Lease is hereby amended as follows:

In addition to the Terms as referenced in the Lease, the Lease is hereby amended to include four (4) 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 Lease at least sixty (60) days prior to the commencement of the succeeding Additional Renewal Term. The first Additional Renewal Term shall commence on November 14, 2020 ("Additional Renewal Term Commencement Date"), upon the expiration of the Term expiring on November 13, 2020.

2. **Section 19. ASSIGNMENT OF LEASE BY TENANT**, of the Lease is hereby deleted in its entirety and replaced as follows:

Lessee may assign the Lease in whole or in part. Upon such assignment, Lessee shall be relieved of all liabilities and obligations under the Lease.

3. **Section 20. SUBLEASING**, of the Lease is hereby deleted in its entirety and replaced as follows:

Lessee may sublet all or part of the Leased Space or transfer the Lease in whole or in part.

4. **Section 36. NOTICES**, of the Lease is hereby amended as follows:

If to Lessor:

Winnebago County  
Attn: Wittman Regional Airport  
415 Jackson Street  
Oshkosh, WI 54903-2808

If to Lessee:

SBA Structures, LLC  
Attn: Site Administration  
5900 Broken Sound Parkway, NW  
Boca Raton, FL 33487-2797  
Re: WI21195-A/Oshkosh Airport

5. The Lease is hereby amended to include **Section 40. RIGHT OF FIRST REFUSAL / EXCLUSIVE USE**, as follows:

If at any time during the term of the Lease, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease, factor or

otherwise transfer or create any interest in the current or future Rent, this Lease, the Leased Space or the 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, with such notice giving Lessee the right to acquire the interest described in the Offer on the terms set forth in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to exercise Lessee's right of first refusal by notifying Lessor in writing. If Lessee has not exercised its right of first refusal in writing to Lessor within such thirty (30) day period, the Offer will be deemed rejected. Lessor may not assign the Rent or the Lease or any rights hereunder, or grant any interest in any portion of the Premises, except in connection with conveyance of fee simple title to the Premises, without the prior written consent of Lessee, in Lessee's sole and absolute discretion.

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 Premises 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 Premises that permits (either during the term of the Lease or after the term hereof) any of the uses permitted under the Lease without the prior written consent of Lessee, in Lessee's sole discretion.

6. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Lease.
7. This Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Premises is located without regard to principles of conflicts of law.
8. 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.
9. 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 Leased Space and easements and re-record this Amendment with the approval of Lessor. Following such re-recording, the descriptions of the Leased Space and easements described therein shall serve as the descriptions for same for all purposes under the Amendment.
10. Lessor represents and warrants to Lessee that the Lessor is the sole owner in fee simple title to the Leased Space and easements and the Lessor's interest under the Lease and that consent or approval of no other person is necessary for the Lessor to enter into this Amendment.

11. 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 Lease.
12. 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:

LESSOR:

WINNEBAGO COUNTY, a Wisconsin municipal corporation

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

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

STATE OF WISCONSIN  
COUNTY OF \_\_\_\_\_

The instrument was acknowledged before me, this \_\_\_\_\_, day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as \_\_\_\_\_, of Winnebago County, a Wisconsin municipal corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

(NOTARY SEAL)

**WITNESSES:**

\_\_\_\_\_

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

\_\_\_\_\_

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

**LESSEE:**

**SBA STRUCTURES, LLC, a Delaware  
limited liability company**

By: \_\_\_\_\_

Alyssa Houlihan  
Vice President, Site Leasing

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015, by Alyssa Houlihan, Vice President, Site Leasing of SBA Structures, LLC, a Delaware limited liability company, on behalf of the company and who is personally known to me.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

**EXHIBIT "A"**

Legal description to be incorporated upon receipt of final survey.

SITUATE IN THE COUNTY OF WINNEBAGO, AND STATE OF WISCONSIN:

A PARCEL OF LAND LOCATED IN THE SE 1/4 OF SECTION 34, T18N, R16E, TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

1. BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 34; THENCE N89°28'14"W, ALONG THE SOUTH LINE OF SAID SE 1/4, 846.89;
2. THENCE N0°21'06"E, 185.70 FEET;
3. THENCE N89°28'14"W, 524.09 FEET;
4. THENCE N0°23'29"W, 199.55 FEET;
5. THENCE N0°18'40"W, 951.30 FEET;
6. THENCE S89°47'24"E, 1,374.40 FEET TO THE EAST LINE OF SAID SE 1/4;
7. THENCE S0°04'54"E, ALONG SAID EAST LINE, 1,344.15 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 39.976 ACRES, MORE OR LESS.

ALSO AS SHOWN ON THE ATTACHED SURVEY PLAT OF PARCEL NO. 66, DATED 5-17-93 BY MEAD & HUNT, ENGINEERS-SURVEYORS, MADISON, WISCONSIN.





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**UNANIMOUS WRITTEN CONSENT  
OF THE SHAREHOLDERS AND BOARD OF DIRECTORS OF  
WINNEBAGO COUNTY, A WISCONSIN MUNICIPAL CORPORATION**

The undersigned constitute all of the shareholders and directors of the board of directors of **Winnebago County, a Wisconsin municipal corporation** (the "Corporation"). The undersigned hereby consent to, and adopt, the following preamble and resolutions by this instrument in lieu of a formal meeting of the shareholders and board of directors of the Corporation:

**WHEREAS**, the shareholders and board of directors of the Corporation on the \_\_\_\_ day of \_\_\_\_\_, 2015, duly adopted a resolution for an Amendment to Ground Lease ("Amendment") on the property described in Exhibit "A" to **SBA Structures, LLC** ("SBA"), to amend the Ground Lease, dated November 2, 2000, as evidenced by that certain Memorandum of Ground Lease, recorded August 1, 2002, as Instrument No. 1192676, in the Register of Deeds of Winnebago County, State of Wisconsin, and ultimately assigned to SBA, successor by conversion to SBA Structures, Inc., a Florida corporation, pursuant to that certain unrecorded Assignment and Assumption Agreement, dated October 31, 2006, as amended and assigned from time to time ("Lease") to SBA by and between the Corporation as Lessor and SBA, as Lessee.

**RESOLVED**, that the Corporation shall be and is hereby authorized and directed to grant the Amendment, and in connection therewith \_\_\_\_\_, *[Signing Officer]* as \_\_\_\_\_ *[Title]* of the Corporation, is hereby authorized, empowered and directed to execute and deliver for, on behalf of, and in the name of the Corporation, the Amendment, and any and all documents in connection with the Lease as \_\_\_\_\_, *[Title]* or the signing officer in his/her sole and absolute discretion deems to be in the best interests of the Corporation; and it is

**FURTHER RESOLVED**, that \_\_\_\_\_ *[Signing Officer]* be and is hereby authorized to execute, in the name and on behalf of this Corporation, to take or cause to be taken, any and all actions necessary to enter into, execute, deliver and perform the Amendment and any and all documents and documentation (all of which are to be in form and substance as the person executing the same may deem necessary or desirable, the execution thereof by \_\_\_\_\_, *[Signing Officer]* is conclusive evidence of approval of such form and substance by \_\_\_\_\_, *[Signing Officer]* that may be required or contemplated under the terms of the Lease and to do any and all things which in his/her discretion he/she may deem to be necessary or appropriate in connection with or in furtherance of the foregoing resolution; and it is

**FURTHER RESOLVED**, that the signature of \_\_\_\_\_, *[Signing Officer]* on the Amendment, and any other documents and instruments executed in connection therewith or pursuant thereto shall be conclusive evidence of his/her authority to execute and deliver such instruments or documents.

**FURTHER RESOLVED**, that all actions previously taken by the Corporation in connection with the Amendment, and the transactions contemplated by the foregoing resolution thereby be, and they hereby are adopted, ratified, confirmed and approved in all respects.

This document may be executed in two or more counterparts, each of which will be deemed an original and together, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned hereby affix their hands and seal effective as of this \_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

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

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

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

## EXHIBIT 'A'

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