

**PREPARED BY AND AFTER
RECORDING RETURN TO:**

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FOLIO # 73-09-0001

**MEMORANDUM OF FIRST AMENDMENT
TO LEASE AGREEMENT**

THIS MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT ("Memorandum") is made as of the ____ day of _____, 2008, by and among **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company ("Crown"), having an address of 2000 Corporate Way, Canonsburg, PA 15317-8564 and the **SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a body corporate existing under the laws of the State of Florida ("Landlord"), having an address of 1960 Landings Blvd., Sarasota, FL 34231.

WITNESSETH:

WHEREAS, Landlord and Crown's predecessor-in-interest, GTE Wireless Incorporated ("GTE") are parties to a Lease Agreement dated as of October 16, 1990 (the "Original Lease") and recorded on June 9, 2001 as Instrument No. 2001079773, official public records of Brevard County, Florida (as amended by the First Addendum to Lease Agreement dated as of October 16, 1990 and recorded on June 7, 2001 as Instrument No. 2001079775, collectively hereinafter referred to as, the "Lease"), the terms of which are incorporated herein by reference; whereby Crown leases certain real property located at 4748 Beneva Road, the City of Sarasota, Sarasota County, State of Florida, as such property is more particularly described in the Lease (the "Property"); and

WHEREAS, the parties entered into that certain First Amendment to Lease Agreement dated October 5, 2000 (the "First Amendment"), in order to, among other things, (i) add an approximate Eight Hundred and Ninety Five (895) square foot area of ground space to the Property, and (ii) extend the Lease Term for two (2) additional five (5)- year periods, all upon the terms and conditions more fully set forth therein.

NOW THEREFORE, for the mutual covenants and premises herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually

acknowledged, the undersigned parties, intending to be bound, agreed in the First Amendment as follows:

1. **Status of Parties.** Each party acknowledges that, to the best of its knowledge the other party has complied in all material respects with the obligations under the Lease occurring on or prior to the date hereof and that, to the best of its knowledge, the other party is not in default under the terms of the Lease.

2. **Additional Space.** The First Amendment was executed in order to add an approximately Eight Hundred and Ninety Five square feet (895) of space to the Property, which area is shown on the sketch attached hereto as Schedule "A.". Accordingly, Landlord hereby leases to Crown the Additional Space upon the terms and conditions set forth in the Lease, and the definition of Property as set forth in the Lease is hereby amended to include the Additional Space. Attached hereto as Exhibit "A-Revised" is the legal description of the Property contained in the Original Lease as recorded as Instrument No. 2001079773 and the First Addendum as recorded as Instrument No. 2001079775, all of the Public Records of Sarasota County, Florida. Exhibit "A-Revised" hereto shall control in the event of discrepancies between any other legal description of the Property in any prior Lease document. Each of Landlord and Crown agree that because Exhibit "A-Revised" does not include the legal description of the Additional Space, Crown shall be entitled to record a Memorandum reflecting the legal description of the Additional Space upon receipt of such legal description.

3. **Extension Terms.** The First Amendment extended the term of the Lease by two (2) additional five (5)-year terms commencing on November 1, 2015 and terminating on October 31, 2025.

4. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meanings set forth in the First Amendment and/or the Lease, as applicable.

5. **No Other Amendments.** Except as expressly modified by the First Amendment, the Lease remains unchanged and in full force and effect.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK;
SEE NEXT PAGE FOR SIGNATURES]

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

LANDLORD:

SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate existing under the laws of Florida

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA :

: ss

COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____, as the _____ of SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida, on behalf of said entity. He/She is personally known to me or has produced _____ as identification.

Signature of Notary Public

Printed Name of Notary Public:

[Seal]

My Commission Expires:

CROWN:

Print Name: _____

CROWN CASTLE GT COMPANY LLC, a
Delaware limited liability company

Print Name: _____

By: _____
Name: _____
Title: _____

STATE OF _____ :
 : ss
COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____, the _____ of **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, on behalf of said company. She/He is personally known to me or has produced _____ as identification.

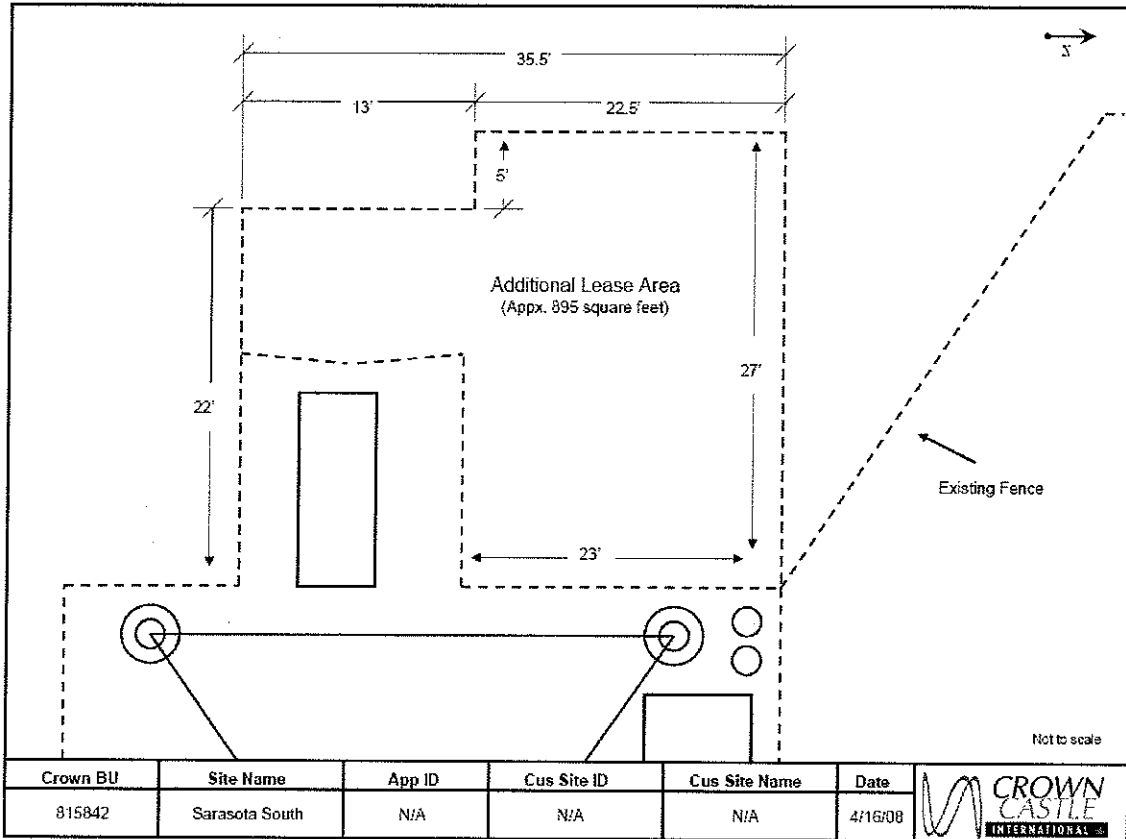
Signature of Notary Public

Printed Name of Notary Public:

My Commission Expires:

[Seal]

SCHEDULE "A"
[ATTACH SKETCH OF ADDITIONAL SPACE]




Crown BU	Site Name	App ID	Cus Site ID	Cus Site Name	Date	
815842	Sarasota South	N/A	N/A	N/A	4/16/08	

EXHIBIT A-REVISED

[ATTACH LEGAL DESCRIPTION OF PROPERTY AS SET FORTH IN THE ORIGINAL LEASE]

(FL0142 - Sarasota South)

A portion of Lot 9, Block 4 of the Sarasota-Venice Company Subdivision of Section 4, Township 37S, Range 18E, as recorded in Plat book A, page 13 of the Public Records of Sarasota County, Florida and being originally recorded in Plat Book 2, page 18 of the Public Records of Manatee County, Florida being more particularly described as follows.

Commence at the intersection of the North line of said Lot 9, also being the South line of Verbena Street, and the centerline of Cleveland Avenue as shown on the record plat of Flora-Villa as recorded in Plat Book 2, page 5 of the Public records of Sarasota County, Florida, thence South $0^{\circ} 02' 45''$ West, along the Southerly extension of the said centerline of Cleveland Avenue, 729.33 feet; thence North $89^{\circ} 57' 15''$ West, 128.00 feet to the Point of Beginning of Parcel 1; thence South $0^{\circ} 02' 45''$ West, 50.00 feet, thence North $89^{\circ} 57' 15''$ West, 100 feet; thence North $0^{\circ} 02' 45''$ East, 50.00 feet; thence South $89^{\circ} 57' 15''$ East, 100.00 feet to the Point of Beginning.

TOGETHER WITH a varying width ingress-egress easement the centerline of which is described as follows:

Commence at the previously described Point of Beginning of Parcel 1; thence south $0^{\circ} 02' 45''$ West, 25.00 feet to the Point of Beginning of a 50 foot wide ingress-egress easement, being 25 feet on each side and continuous; thence South $89^{\circ} 57' 15''$ East, along said centerline, 150.00 feet to Point "A" as a Point of Reference and a Point of Termination; thence re-begin at said Point "A" for the beginning of a 30 foot wide ingress-egress easement being 15 feet on each side and continuous; thence South $0^{\circ} 02' 45''$ West, 500 feet more or less to the North right-of-way line of Proctor Road and the Point of Termination.