

**FIRST AMENDMENT
TO LEASE AGREEMENT**

This First Amendment to Lease Agreement ("Amendment") is made as of this _____ day of _____ 2007, by and between The School Board of Sarasota County, a body corporate existing under the laws of the State of Florida, with offices located at 1960 Landings Blvd., Sarasota, FL 34231 (hereinafter referred to as "Lessor") and Nextel South Corp., a Georgia corporation with offices located at 851 Trafalgar Court, Suite 300E, Maitland, Florida 32751 (hereinafter referred to as "Lessee")

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a certain Lease Agreement dated September 6, 2000, (hereinafter referred to as the "Agreement"), for premises consisting of approximately eight hundred and five (805) square feet located at 3450 Gocio Road, Sarasota, FL 34235 (the "Premises"), space on the tower, and all access and utility easements, if any (hereinafter collectively referred to as the "Premises"); and

WHEREAS, Lessor and Lessee agree that the Agreement provides that Lessee shall have the right to operate communications services at the Premises; and

WHEREAS, the parties now desire to modify and amend the Agreement in order to increase the square footage of the Premises, adjust the annual Lease fee, and update Lessee's notice addresses.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Paragraph 1 of the Agreement, Lease of Property is amended to reflect the addition of leased space in the tower compound of approximately one hundred forty (140) square feet for the installation of a generator and supporting equipment. The additional area shall be enclosed by fencing acceptable to Lessor. The parties also agree that the costs for the installation, maintenance and use of Lessee's generator and fencing shall be borne by Lessee.
2. Paragraph 5 of the Agreement, Extended Term Rental is amended to reflect an increase of Two Hundred Dollars (\$200.00) to the monthly Lease fee currently in effect as of the start of construction of the modifications under this Amendment.
3. The existing bike rack will be relocated at Lessee's expense to an area on school premises as determined by the school principal.
4. Paragraph 21 of the Agreement is amended to update Lessee's notice addresses as follows:

Sprint/Nextel Property Services
6125 Lakeview Road Suite 100
Charlotte, NC 28269
ATTN: Property Manager

with a copy to:

Sprint/Nextel Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, KS 66251-2020
ATTN: Real Estate Attorney

5. Exhibit B to the Agreement is amended to include the attached Supplement to Exhibit B. Any and all references to Exhibit B shall hereinafter include Supplement to Exhibit B.

6. Effective as of the date of this Amendment, Lessee has the right to do all work necessary to prepare, maintain and alter the Premises in accordance with this Amendment and as may be necessary for Lessee's business operations at the Premises. All alterations, changes and equipment modifications made pursuant to this Amendment shall be made in compliance with the terms, covenants and conditions of the Agreement, as hereby amended, and shall remain Lessee's personal property and are not fixtures. Lessor and Lessee further affirm that title to the Lessee's Facilities (including any modifications made in accordance with this Amendment) shall be held by Lessee.

7. Miscellaneous.

(a) All capitalized terms used herein, unless otherwise defined herein, shall be defined in conformity with the terms and conditions of the Agreement.

(b) In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions herein shall control. Except as set forth herein, all provisions of the Agreement remain unchanged and in full force and effect.

(c) Lessee shall have the right to record an amended Memorandum of Agreement in the official Records of the County where the Property is located. Lessor agrees to execute an amended Memorandum of Agreement for recording upon request by Lessee.

(d) This Amendment may be executed in multiple counterparts, each copy of which shall be deemed an original document.

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

LESSOR:

The School Board of Sarasota County, a corporate body politic existing under the laws of the State of Florida

LESSEE:

Nextel South Corp., a Georgia corporation

By: _____

By: _____

Name: _____

Name: David Wong

Title: _____

Title: Area Manager Site Development

Date: _____

Date: _____

Witnesses for _____:

Witnesses for David Wong:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

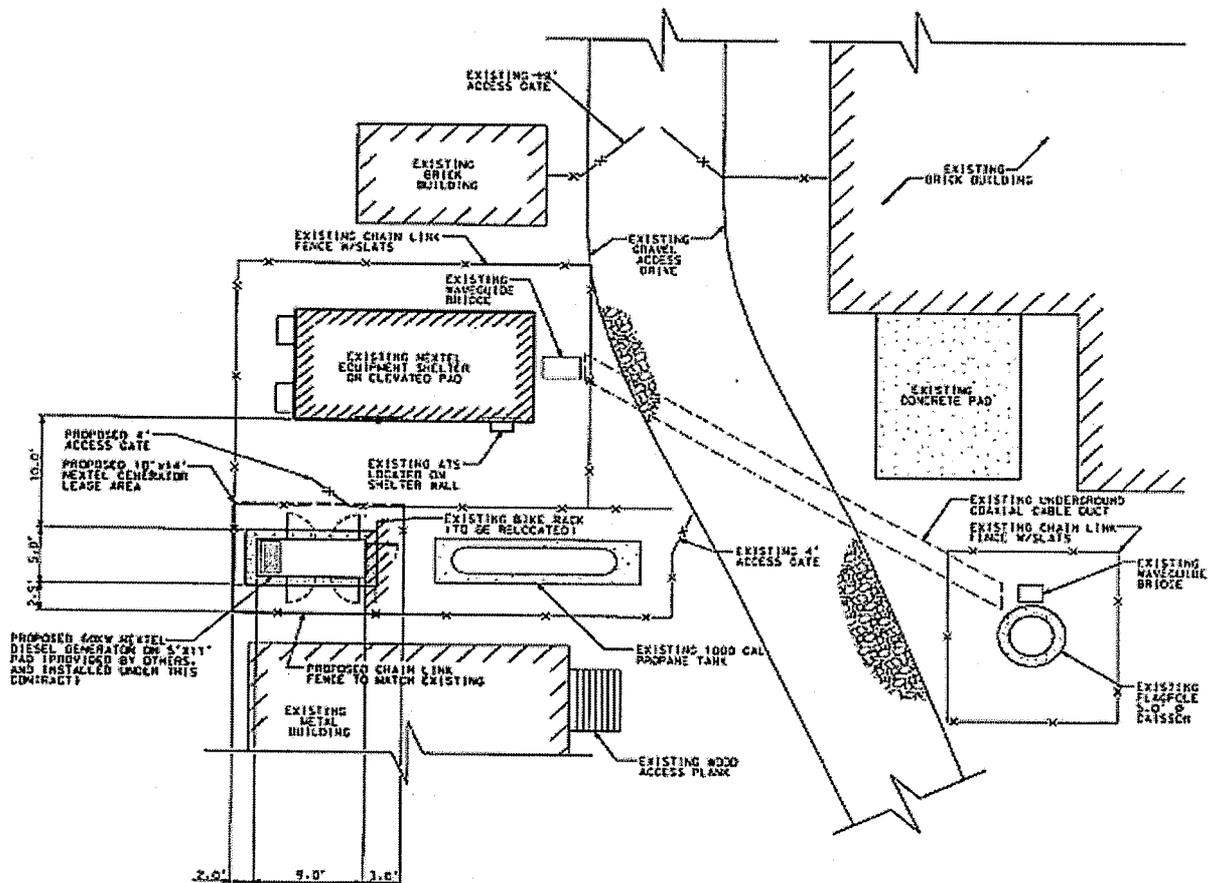
Approved for Legal Content
March 16, 2007, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

SUPPLEMENT TO EXHIBIT B

to Lease Agreement dated September 6, 2000

DESCRIPTION OF PREMISES

To the First Amendment to the Lease Agreement dated _____, by and between The School Board of Sarasota County, a corporate body politic existing under the laws of the State of Florida, and Nextel South Corp., a Georgia corporation as Lessee.



COMPOUND DETAIL
SCALE: N.T.S.



**RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:
Sprint/Nextel Property Services
6125 Lakeview Rd. Suite 100
Charlotte, NC 28269**

**Corrected Memorandum of Agreement
FL1444 Cooper Creek**

This Corrected Memorandum of Agreement ("Memorandum") dated _____, 2007, evidences that a Communications Site Lease Agreement (the "Agreement") dated September 6, 2000 (the "Effective Date"), was made and entered into between The School Board of Sarasota County, a corporate body politic existing under the laws of the State of Florida ("Lessor") and Nextel South Corp., a Georgia corporation ("Sprint/Nextel" or "Lessee").

WHEREAS, Lessor and Sprint/Nextel hereby correct the Memorandum of Agreement dated September 6, 2000 and recorded in Official Records Instrument # 2002018766 six pages of the Sarasota County Official Records as follows:

The Agreement provides in part that Sprint/Nextel has the right to enter upon certain real property owned by Lessor and located at 3450 Gocio Road, City of Sarasota, County of Sarasota, State of Florida, as further described in the Agreement (the "Site") for the purpose of performing investigations and tests and, upon finding the Site appropriate, to lease the Site for the purpose of installing, operating and maintaining a communications facility and other improvements. The Site is further described in Exhibit A and Exhibit B attached hereto.

The term of Sprint/Nextel's lease and tenancy under the Agreement is 5 years commencing August 16, 2000 and is subject to 3 renewal terms of 5 years each that may be exercised by Lessee.

The parties have executed this Memorandum as of the day and year first above written.

LESSOR

The School Board of Sarasota County
A corporate body politic existing under the laws of the State of Florida

By: _____

Name: _____

Title: _____

Address: _____

Contact Phone Number: _____

Email Address: _____

SPRINT/NEXTEL

Nextel South Corp
a Georgia corporation

By: _____

Name: David Wong

Title: Area Manager Site Development

Address: Sprint/Nextel Property Services
6125 Lakeview Rd. Suite 100
Charlotte, NC 28269

Sprint/Nextel Property Services Hotline: 800-357-7641

Attach Exhibit A - Site Description

LESSOR NOTARY BLOCK: The School Board of Sarasota County

STATE OF

COUNTY OF

The foregoing instrument was (choose one) attested or acknowledged before me this _____ day of _____, 20____, by (choose one) _____ as an individual, _____, as _____ of _____, a _____ corporation, on behalf of the corporation, or _____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)
COMMISSION NUMBER:

SPRINT/NEXTEL NOTARY BLOCK: Nextel South Corp.

STATE OF

COUNTY OF

The foregoing instrument was (choose one) attested or acknowledged before me this _____ day of _____, 20____, by (choose one) _____ as an individual, David Wong, as Area Manager Site Development of Nextel South Corp, a Georgia corporation, on behalf of the corporation, or _____, partner or agent on behalf of _____, a _____ partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

Exhibit A

DESCRIPTION OF THE PARENT TRACT (AS PROVIDED)
BEING AT THE N.E. CORNER OF S.E. 1/4 OF SEC. 9, TWP. 16 S. AND R. 10 E.
THENCE S. 89° 03' 31" E. ALONG THE EASTERLY LINE OF SAID S.E. 1/4, 1028.15'
TO A POINT ON THE SOUTHERLY R/W LINE OF CDDC ROAD FOR A P.O.B.
THENCE N. 62° 15' 15" W. ALONG SAID SOUTHERLY R/W LINE 124.85', THENCE
S. 89° 03' 31" E. TO A POINT ON THE NORTHERLY R/W LINE OF A
GRANDAGE CANAL THENCE N. 62° 00' 00" E. ALONG SAID NORTHERLY R/W
LINE TO THE INTERSECTION OF SAID R/W AND THE WESTERLY R/W
OF A GRANDAGE CANAL PERPENDICULAR TO SAID WESTERLY R/W THENCE
N. 60° 30' 31" W. 102.1' TO A POINT ON THE EASTERLY LINE OF SAID S.E. 1/4
OF SEC. 9 THENCE N. 60° 31' W. ALONG SAID EASTERLY LINE 61.58' TO
THE S.W. CORNER AND LYING IN SECTIONS 8 AND 10, TWP. 16 S. R. 10 E.
SARASOTA, FLORIDA, LESS ANY AMOUNT TAKEN BY MAINTAINED R/W.