

FIRST AMENDMENT TO LEASE AGREEMENT
(BU 844082)

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made effective this ____ day of _____, 2016, by and between the SCHOOL BOARD OF SARASOTA COUNTY ("Lessor"), and NCWPCS MPL 24 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company ("Lessee"), by and through CCATT LLC, a Delaware limited liability company, its Attorney in Fact.

WHEREAS, Lessor and Sarasota Cellular Telephone Company, a Florida general partnership ("Original Lessee"), entered into a Lease Agreement dated August 17, 1993 (as amended and assigned, the "Lease Agreement"), whereby Lessor leased to Original Lessee a portion of land being described as a 3,975 square feet portion of that property (said leased portion being the "Leasehold Premises") located at 301 Old Venice Road (Tax Parcel # 0149040001), Osprey, Sarasota County, Florida, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Lease Agreement; and

WHEREAS, Lessee is the successor-in-interest in the Lease Agreement to Original Lessee; and

WHEREAS, the Lease Agreement has an original term, including all renewal terms, that expired on August 16, 2013 ("Original Term"). Lessor has continued to lease the Leasehold Premises to Lessee pursuant to the terms of the Lease Agreement since the expiration of the Original Term. Lessor and Lessee now desire to amend the terms of the Lease Agreement to provide for additional renewal terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Lessor and Lessee agree to amend the Lease Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease Agreement. The recitals in this First Amendment are incorporated herein by this reference.

2. The parties agree that Lessor's existing equipment and Sarasota County's existing or future equipment on the Leasehold Premises may remain without additional rent, in accordance with and subject to Section 3(b) of the Lease Agreement, which Section is hereby restated in its entirety.

3. Section 3(c) of the Lease Agreement is hereby deleted in its entirety.

4. Section 6 of the Lease Agreement (but not Section 6(a)) is deleted in its entirety and replaced with the following:

6. EXTENSIONS: Upon expiration of the initial term on August 16, 1998, unless sooner terminated, this Lease Agreement shall automatically renew, commencing on August 17, 1998, for seven (7) additional five (5)-year renewal terms, each said renewal term being automatically exercised

unless Lessee provides notice to Lessor prior to the end of any renewal term of Lessee's intent not to extend this Lease Agreement, in which case this Lease Agreement shall expire at the end of the then current renewal term, or this Lease Agreement is otherwise terminated as provided in this Lease Agreement. If all renewal terms are exercised and not sooner terminated this Lease Agreement shall expire on August 16, 2033. All references herein to the term of this Lease Agreement shall include the term as it is extended from time to time as provided in this Lease Agreement.

5. Section 6(a) of the Lease Agreement is amended by deleting the reference to the fourth (4th) renewal term and its related annual rent and inserting the following after the rent for the third (3rd) renewal term:

Commencing on October 1, 2016, and every five (5) years thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to twenty-five percent (25%) of the annual rent in effect for the year immediately preceding the Adjustment Date.

6. As additional consideration for amending the Lease Agreement in accordance with this First Amendment, the current annual rent shall increase to Eighteen Thousand and No/100 Dollars (\$18,000.00) per year, to be paid in equal monthly installments of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per month, which shall be effective on the first day of the second full month following the full execution of this First Amendment by both parties. Following such increase, the annual rent shall continue to adjust pursuant to the terms of the Lease Agreement.

7. Section 8 of the Lease Agreement is amended by deleting Lessor's and Lessee's notice addresses and inserting the following:

Lessor: SCHOOL BOARD OF SARASOTA COUNTY
1960 Landings Boulevard
Sarasota, Florida 34231
Attn: Office of the Superintendent

Lessee: NCWPCS MPL – 24 YEAR SITES TOWER HOLDINGS LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to: CCATT LLC
Attn: Legal Dept.
2000 Corporate Drive
Canonsburg, PA 15317

8. Section 17 of the Lease Agreement is deleted in its entirety and replaced with the following:

17. ASSIGNMENT AND SUBLETTING:

(a) Lessee shall have the right to sublease or license all or any portion of the Leasehold Premises without the consent or approval of Lessor. Lessor represents that the Sarasota School District is the permitting authority for any improvements to the tower located on the Leasehold Premises that would require a building permit under current laws and regulations. If such improvements require a building permit under the then-current laws and regulations, Lessee shall request the building permit from the School District's Construction Services Department. Lessee shall provide written notice to Lessor within sixty (60) days after such sublease or license is fully executed.

(b) This Lease Agreement may not be assigned in whole or in part without the prior written consent of Lessor, except to the extent that Lessee may freely assign or transfer its interest to any affiliate or subsidiary or to any company into which Lessee is merged or consolidated.

9. The Lease Agreement is amended by adding a new Section 22 to the end thereto:

22. RIGHT OF FIRST REFUSAL: If Lessor receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in this Lease Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Leasehold Premises, or Lessor's interest in this Lease Agreement, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Leasehold Premises. If Lessor's notice covers portions of Lessor's parent parcel beyond the Leasehold Premises, Lessee may elect to acquire an interest in only the Leasehold Premises, and the consideration shall be pro-rated on an acreage basis. Lessor's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the Lessor's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's notice. If Lessee declines to

exercise its right of first refusal, then this Lease Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of this Lease Agreement or as part of an assignment of this Lease Agreement. Such assignment may occur either prior to or after Lessee's receipt of Lessor's notice and the assignment shall be effective upon written notice to Lessor.

10. The Lease Agreement is amended by adding a new Section 23 to the end thereto:

23. BUSINESS SUMMARY REPORT: Once per calendar year, Lessor may submit a written request to Lessee for a business summary report pertaining to Lessee's rent obligations for the prior twelve (12) month period, and Lessee shall provide such written accounting to Lessor within sixty (60) days after Lessee's receipt of such written request.

11. In addition to the rent currently paid by Lessee to Lessor pursuant to the Lease Agreement, as further consideration for the right to lease the Leasehold Premises, if Lessee subleases, licenses or grants a similar right of use or occupancy in the Leasehold Premises to an unaffiliated third party (each a "Subtenant"), Lessee agrees to pay to Lessor twenty-five percent (25%) of the rental, license or similar payments actually received by Lessee from such Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, revenue share reimbursement or other expenses incurred by Lessee) (the "Additional Rent") within thirty (30) days after receipt of said payments by Lessee. Such Additional Rent shall be paid for those Subtenants currently located on the Leasehold Premises as well as future Subtenants. Additional Rent for the current Subtenants will be effective on the first day of the second full month following the full execution of this First Amendment. Lessee shall have no obligation for payment to Lessor of such share of rental, license or similar payments if not actually received by Lessee. Non-payment of such rental, license or other similar payment by a Subtenant shall not be an event of default under the Lease Agreement. Lessee shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Leasehold Premises and there shall be no express or implied obligation for Lessee to do so. Lessor acknowledges that Lessor shall have no recourse against Lessee as a result of the failure of payment or other obligation by a Subtenant.

12. The parties agree to clarify the description of the Leasehold Premises to be as shown as the "Crown Tower Parcel" in Exhibit A attached herein and incorporated herein, and described as the "Crown Tower Parcel" by metes and bounds on Exhibit B attached hereto and incorporated herein. Exhibit A and Exhibit B attached to this First Amendment shall replace any and all descriptions of the Leasehold Premises.

13. The description and location of those easements and rights of way granted in the Lease Agreement is clarified to reflect that "15' Wide Non-Exclusive Ingress and Egress Easement" shown in Exhibit A attached hereto, and described as the "15' Wide Non-Exclusive Ingress and Egress Easement" by metes and bounds on Exhibit B attached hereto. Exhibit A and

Exhibit B attached hereto shall replace any and all existing descriptions of the easements and rights of way granted in the Lease Agreement; provided, however, in the event the location(s) of any of Lessee's or its subtenants' or licensees' existing utilities and/or access routes are not depicted or described on Exhibit A or Exhibit B, Lessee's easement rights over such area(s) shall remain in full force and effect.

14. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

(a) Lessor is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Lessor's obligations under the Lease Agreement as amended hereby.

(b) Except as expressly identified in this First Amendment, Lessor owns the Leasehold Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Leasehold Premises, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Lessee arising under the Lease Agreement as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Lessee's request, Lessor shall discharge and cause to be released (or, if approved by Lessee, subordinated to Lessee's rights under the Lease Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Leasehold Premises.

(d) Upon Lessee's request, Lessor shall cure any defect in Lessor's title to the Leasehold Premises which in the reasonable opinion of Lessee has or may have an adverse effect on Lessee's use or possession of the Leasehold Premises.

(e) Lessee is not currently in default under the Lease Agreement, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Lease Agreement.

(f) Lessor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Lessee to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Lease Agreement as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Leasehold Premises under the Lease Agreement as amended hereby.

15. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Lessee. In the event the Leasehold Premises is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after

Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

16. In all other respects, the remainder of the Lease Agreement shall remain in full force and effect. Any portion of the Lease Agreement that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. This instrument may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

LESSOR:

SCHOOL BOARD OF SARASOTA COUNTY

By: _____ (SEAL)

Print Name: _____

Title: _____

IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

LESSEE:

NCWPCS MPL 24 – YEAR SITES TOWER
HOLDINGS LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney-in-Fact

By: _____(SEAL)

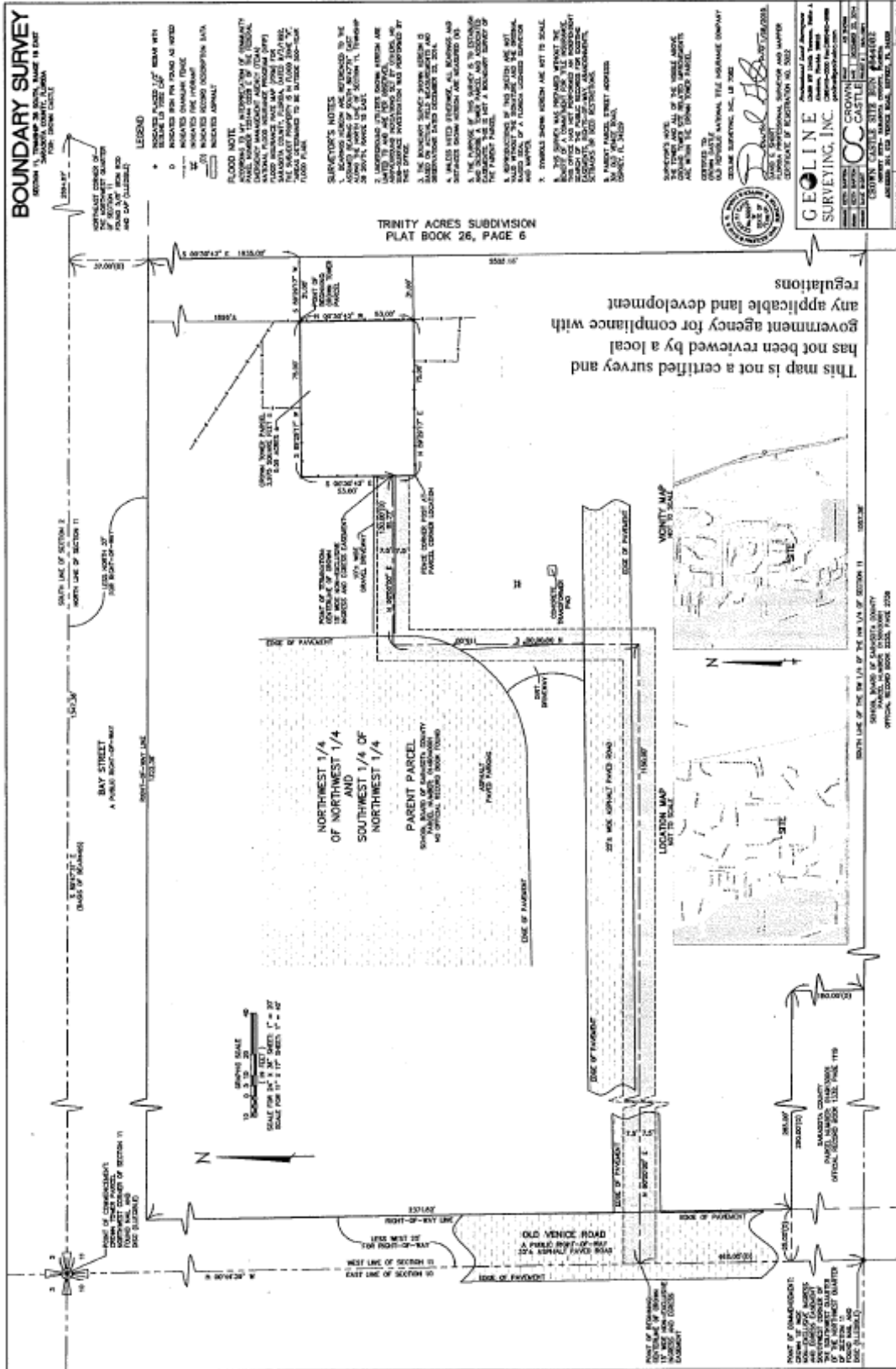
Print Name: _____

Title: _____

Approved for Legal Content
August 29, 2016, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

EXHIBIT A
[ATTACHED HERETO]

Site Name: Osprey
BU: 844082
Fixed Asset # 10080838
PPAB 2648782v3



Site Name: Osprey
 BU: 844082
 Fixed Asset # 10080838
 PPAB 2648782v1
 PPAB 2648782v3

EXHIBIT B

CROWN TOWER PARCEL

THAT PART OF SECTION 11, TOWNSHIP 38 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 11; THENCE ALONG THE NORTH LINE OF SAID SECTION 11, S 89°47'31" E, 1347.36 FEET TO THE WEST LINE OF TRINITY ACRES SUBDIVISION, RECORDED IN PLAT BOOK 26, PAGE 8, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, S 00°30'43" E, 1935.00 FEET; THENCE S 89°29'17" W, 31.00 FEET TO THE POINT OF BEGINNING OF LAND BEING DESCRIBED; THENCE CONTINUE S 89°29'17" W, 75.00 FEET; THENCE PARALLEL TO SAID WEST LINE OF TRINITY ACRES, S 00°30'43" E, 53.00 FEET; THENCE N 89°29'17" E, 75.00 FEET; THENCE N 00°30'43" W, 53.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,975 SQUARE FEET.

15' WIDE NON-EXCLUSIVE INGRESS AND EGRESS EASEMENT

A FIFTEEN FOOT (15) EASEMENT FOR INGRESS, EGRESS LYING 7 1/2 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

USING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 38 SOUTH, RANGE 18 EAST AS A POINT OF COMMENCEMENT; THENCE RUN NORTH 00°44'39" WEST 460 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE; THENCE RUN EAST 1150 FEET ALONG THE CENTERLINE OF AN EXISTING PAVED ACCESS ROAD; THENCE RUN NORTH 115 FEET; THENCE RUN EAST 130 FEET TO THE WEST BOUNDARY LINE OF THE LEASED PREMISES DESCRIBED HEREIN FOR THE POINT OF TERMINATION.

Prepared Out of State.

Return to:

Crown Castle

1220 Augusta, Suite 500

Houston, Texas 77057

Tax Parcel #: 0149040001

MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT (“Amended Memorandum”) is made effective this _____ day of _____, 20__, by and between the SCHOOL BOARD OF SARASOTA COUNTY (“Lessor”), with a mailing address of 1960 Landings Boulevard, Sarasota, Florida 34231, and NCWPCS MPL 24 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company (“Lessee”), with a mailing address of 208 S. Akard Street, Dallas, Texas 75202-4206, by and through CCATT LLC, a Delaware limited liability company, its Attorney in Fact, with a mailing address of c/o Crown Castle USA Inc. 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, Lessor and Sarasota Cellular Telephone Company, a Florida general partnership (“Original Lessee”), entered into a Lease Agreement dated August 17, 1993 (as amended and assigned, the “Lease Agreement”), whereby Lessor leased to Original Lessee a portion of land being described as a 3,975 square feet portion of that property (said leased portion being the “Leasehold Premises”) located at 301 Old Venice Road (Tax Parcel # 0149040001), Osprey, Sarasota County, Florida, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Lease Agreement; and

WHEREAS, Lessee is the successor-in-interest in the Lease Agreement to Original Lessee; and

WHEREAS, the Lease Agreement has an original term, including all renewal terms, that expired on August 16, 2013 (“Original Term”). Lessor has continued to lease the Leasehold Premises to Lessee pursuant to the terms of the Lease Agreement since the expiration of the Original Term. Lessor and Lessee now desire to amend the terms of the Lease Agreement to provide for additional renewal terms beyond the Original Term, and to make other changes; and

Site Name: Osprey

BU: 844082

Fixed Asset # 10080838

PPAB 2648782v3

WHEREAS, Lessor and Lessee made and entered into a First Amendment to Lease Agreement of even date herewith ("First Amendment") and pursuant to the terms of, and for that consideration recited in, the First Amendment, the parties wish to hereby amend certain provisions of the Lease Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. Lessor does hereby lease unto Lessee, its successors and assigns, the Leasehold Premises for four (4) additional five (5)-year renewal terms beyond the Original Term, such that the Original Term and all renewal terms of the Lease Agreement may last for a term of forty (40) years, expiring on August 16, 2033, unless sooner terminated as provided in the Lease Agreement.

2. The parties agree to clarify the description of the Leasehold Premises to be as shown as the "Crown Tower Parcel" in Exhibit A attached to the First Amendment and attached hereto and incorporated herein, and described as the "Crown Tower Parcel" by metes and bounds on Exhibit B attached to the First Amendment and attached hereto and incorporated herein. Exhibit A and Exhibit B attached to the First Amendment and attached hereto shall replace any and all descriptions of the Leasehold Premises.

3. The description and location of those easements and rights of way granted in the Lease Agreement is clarified to reflect that "15' Wide Non-Exclusive Ingress and Egress Easement" shown in Exhibit A attached to the First Amendment and attached hereto, and described as the "15' Wide Non-Exclusive Ingress and Egress Easement" by metes and bounds on Exhibit B attached to the First Amendment and attached hereto. Exhibit A and Exhibit B attached to the First Amendment and attached hereto shall replace any and all existing descriptions of the easements and rights of way granted in the Lease Agreement; provided, however, in the event the location(s) of any of Lessee's or its subtenants' or licensees' existing utilities and/or access routes are not depicted or described on Exhibit A or Exhibit B, Lessee's easement rights over such area(s) shall remain in full force and effect.

4. If Lessor receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Lease Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Leasehold Premises, or Lessor's interest in the Lease Agreement, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Leasehold Premises. The details of the right of first refusal granted to Lessee in the First Amendment are provided in the First Amendment.

4. This Amended Memorandum contains only selected provisions of the First Amendment, and reference is made to the full text of the Lease Agreement and the First Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the First Amendment and this Amended Memorandum, the terms and conditions of the Lease Agreement remain in full force and effect. This instrument

may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

LESSOR:

Signed, sealed and delivery
in the presence of:

SCHOOL BOARD OF SARASOTA
COUNTY

Print Name: _____

By: _____(SEAL)

Print Name: _____

Title: _____

Print Name: _____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing Memorandum of First Amendment to Lease Agreement was signed, sealed, delivered, and acknowledged before me this ____ day of _____, 20__, by _____, _____ (Title), of the School Board of Sarasota County, for and on behalf of the corporation who [] is personally known to me or who [] produced a _____ as identification.

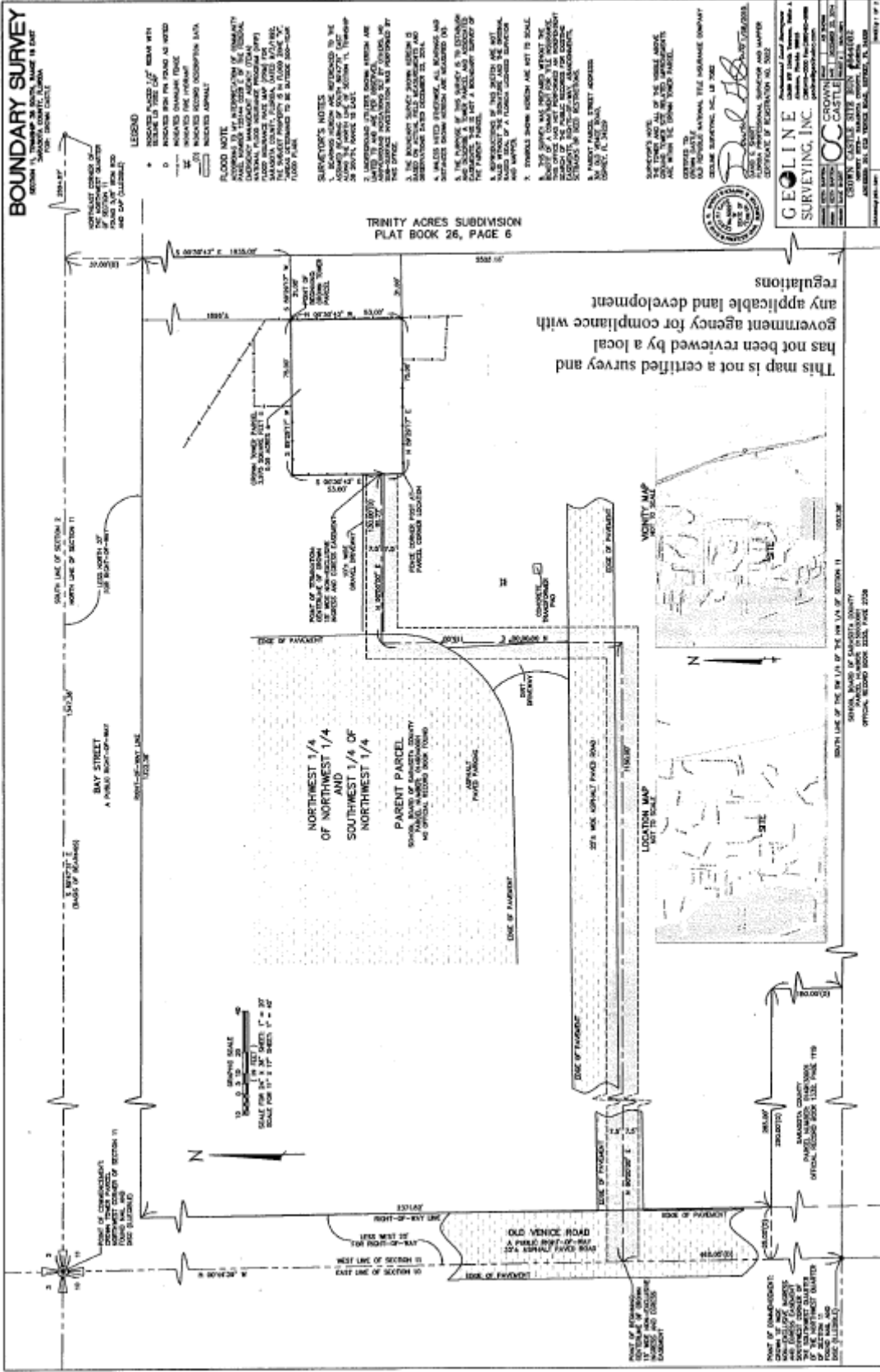
(Seal)

Notary Public
Print Name: _____

My Commission Expires: _____

EXHIBIT A
[ATTACHED HERETO]

Site Name: Osprey
BU: 844082
Fixed Asset # 10080838
PPAB 2648782v3



BOUNDARY SURVEY
SECTION 11, TOWNSHIP 28 NORTH, RANGE 18 EAST
SARASOTA COUNTY, FLORIDA

TRINITY ACRES SUBDIVISION
PLAT BOOK 26, PAGE 6

LEGEND

- INDICATES THE CENTER OF THE PROPERTY QUANTITIES
- INDICATES THE POINT OF BEGINNING
- INDICATES THE CORNER
- INDICATES THE PROPERTY
- INDICATES THE ADJACENT PROPERTY
- INDICATES THE ADJACENT PROPERTY

FLOOD NOTE
THE SURVEY PROPERTY IS IN FLOOD ZONE X. THE FLOOD ZONE IS BASED ON THE FLOOD ZONE MAP OF SARASOTA COUNTY, FLORIDA, DATED 10/12/11.

SURVEYOR'S NOTES
1. THE SURVEY WAS CONDUCTED ON 08/14/12.
2. THE SURVEY WAS CONDUCTED BY THE SURVEYOR AND HIS ASSISTANTS.
3. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING BOARD'S RULES AND REGULATIONS.
4. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE FLORIDA SURVEYING BOARD'S RULES AND REGULATIONS.

This map is not a certified survey and has not been reviewed by a local government agency for compliance with any applicable land development regulations.



GEOLINE SURVEYING, INC.
Professional Land Surveyors
10000 W. US HIGHWAY 90, SUITE 100
FORT MYERS, FLORIDA 33907
PHONE: 888-888-8888
FAX: 888-888-8888
WWW.GEOLINE-SURVEYING.COM

DEBRA J. GEOLINE, Registered Professional Land Surveyor
No. 10000
SARASOTA COUNTY, FLORIDA

Site Name: Osprey
BU: 844082
Fixed Asset # 10080838
PPAB 2648782v3

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