

FIRST AMENDMENT
TO SITE SPECIFIC MEMORANDUM TO MASTER LEASE AGREEMENT

This First Amendment to Site Specific Memorandum to Master Lease Agreement/Gift Agreement/Agreement Respecting Construction and Placement of Telecommunications Facilities ("First Amendment") is made as of this ____ day of _____, 2007, by and between **The School District of Palm Beach County, Florida** ("Landlord" or "School District") and **Sprint Spectrum Realty Company, L.P.**, a Delaware limited partnership, as successor-in-interest to Sprint Spectrum L.P. (hereinafter referred to as "Sprint", which term shall include its successors and assigns where the context so admits).

WITNESSETH:

WHEREAS, Landlord and Sprint Spectrum L.P. entered into that certain Site Specific Memorandum to Master Lease Agreement/Gift Agreement/Agreement Respecting Construction and Placement of Telecommunications Facilities on June 30, 1997 (the "Agreement"), for approximately eight hundred (800) square feet of ground space, space on the tower together with all ingress/egress access and utility access (the "Site"), located in the City of Delray Beach, County of Palm Beach, State of Florida, more commonly known as Old Atlantic High School, (Seacrest Campus) 2501 Seacrest Boulevard, Delray Beach, Florida 33444 (the "Land"); and

WHEREAS, Landlord and Sprint agree that the Agreement provides that Sprint shall have the right to operate communications services at the Site; and

WHEREAS, the parties now desire to modify and amend the Agreement in order to permit the installation of a permanent generator, increase the square footage of the ground space at the Site, adjust the Rent and update Sprint's notice address.

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. The specific location of Sprint's Site described in Attachment A to the Agreement is amended to reflect the addition of a lease area on the ground of approximately seventy (70) square feet for the installation of an underground propane tank and supporting equipment as further illustrated on Attachment A-1 attached and incorporated herein.

2. Paragraph 1, Site Legal Description, is amended to reflect the location of the permanent generator and supporting equipment within the Site Legal Description and to reflect the addition of a lease area on the ground of approximately seventy (70) square feet for the installation an underground propane tank which will be installed with a surrounding ten (10) foot separation from the source of any equipment that may generate a spark as further illustrated on Attachment B-1 attached and incorporated herein.

3. Paragraph 4, Rent, is amended to reflect an increase of Two Hundred and 00/100 Dollars (\$200.00) per month to the Rent currently in effect as of the 20th day after receipt of the building permit issued by the School Board of Palm Beach County Building Department, payable in the same manner as in the original Agreement.

4. Attachments A and B of the Agreement are hereby supplemented with the attached Supplement Attachments A-1 and B-1. Any and all references to Attachment A and/or Attachment B shall hereinafter include Supplement Attachment A-1 and/or Supplement Attachment B-1.

5. Paragraph 25 of the Master Agreement, Notice, is amended to reflect Sprint's current notice address as follows:

SPRINT: Sprint/Nextel Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With a copy to: Sprint/Nextel Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn: Real Estate Attorney

6. Effective as of the date of this First Amendment, Sprint has the right to do all work necessary to prepare, maintain and alter the Site in accordance with this First Amendment and as may be necessary for Sprint's business operations at the Site. All alterations, changes and equipment modifications made pursuant to this First Amendment shall be made in compliance with the terms, covenants and conditions of the Agreement, as hereby amended, and shall remain Sprint's personal property and are not fixtures. Landlord and Sprint further affirm that title to the Communications Facility, including, without limitation, antennas and microwave dishes, air conditioned equipment shelters and/or base station equipment, cable, wiring, power sources (including permanent generators and fuel storage tanks), related equipment and structures and, if applicable to the Site, an antenna support structure (the "Communications Facility"), (including any modifications made in accordance with this First Amendment) shall be held by Sprint.

7. Security Procedures - During normal school hours, Sprint shall be responsible to ensure that all personnel or contractors representing Sprint shall sign in at the School's main office prior to commencing any work and shall sign out at the School's main office prior to leaving campus, unless prior written exception has been granted by the School's principal.

On weekends, holidays or after normal school hours when the School is not open, Sprint's personnel and contractors shall call the Department of School Police (561) 434-8700 (24/7) and report entering or leaving the School.

All individuals who are permitted access on school grounds when students are present must be fingerprinted and background checked. All of Sprint's and Sprint's contractor's employees, agents, contractors and subcontractors must undergo a background check and fingerprinting if he/she is an individual who meets the above condition including fingerprinting by the School District's Police Department, at the sole cost of Sprint or Sprint's contractor. No employee, agent, contractor or subcontractor of Sprint shall access the school grounds under the Agreement until Sprint receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of any of Sprint's or Sprint's contractor's respective employees, agents, contractors and subcontractors (or discontinuation of Sprint's or Sprint's

respective contractor's employee's, agent's, contractor's and subcontractor's services) on the basis of these compliance obligations. Sprint agrees that neither the Sprint or Sprint's contractors, nor any of their respective employees, agents or representatives who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes §435.04 will have access to school grounds under the Agreement.

Sprint shall coordinate with the School Board's designee, Fred Cahill (Phone Number 561-248-0717 and Fax Number 561-687-7040), and obtain the prior written approval from School Board's designee as to the time of the installation work. Sprint shall obtain, or cause to be obtained, all necessary permits from all applicable regulatory agencies prior to commencement of the work. SPRINT shall diligently pursue the work to completion.

Prior to exercising the rights conferred hereunder, Sprint shall, if necessary, locate any utility facilities within the Site and shall contact and coordinate with all utilities providers that have facilities within the Site. Sprint shall be solely responsible for and shall, at its sole cost and expense, promptly repair any damage arising out of Sprint's exercise of the rights granted hereby and restore any improvements or landscaping now existing or constructed or installed hereinafter to the condition it was in prior to such damage, using materials of like kind and quality.

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

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

(SIGNATURES ON FOLLOWING PAGE)

Sprint Site Name: Atlantic High School
Sprint Site No.: MI03XC077
Market: South Florida

School Board Site Name: Old Atlantic High

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

LANDLORD:

**The School Board of Palm Beach County,
Florida**

By: _____

Name: William G. Graham, Chairman

By: _____

Name: Arthur C. Johnson, Ph.D.,
Superintendent

Board Approval Date: _____, 2007

**REVIEWED AND APPROVED AS TO
LEGAL FORM**

By: Blair Lewis _____

School Board Attorney

Date: 8/28 2007

SPRINT:

**Sprint Spectrum Realty Company,
L.P.**, a Delaware limited partnership

By: _____

Name: David Wong

Title: Area Manager Site Development

Date: _____, 2007

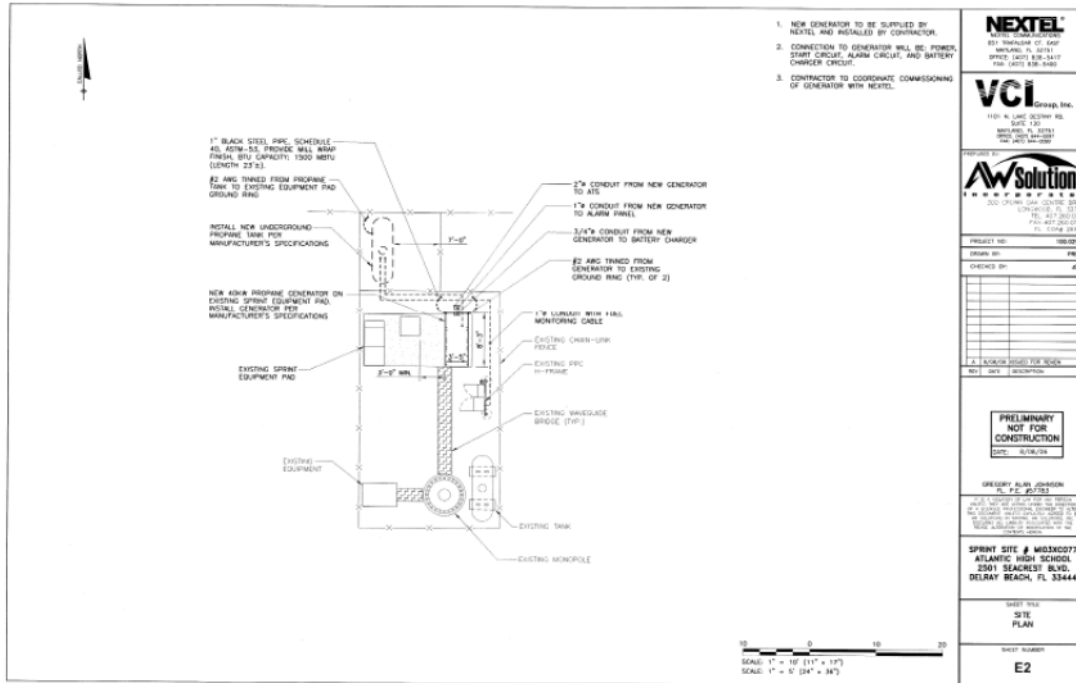
Witnesses for David Wong:

Print Name: _____

Print Name: _____

SUPPLEMENT ATTACHMENT A-1

Description of Location of Additional Ground Space for Generator



SUPPLEMENT ATTACHMENT B-1

Legal Description of Additional Ground Space for Generator LP Tank

**NEXTEL COMMUNICATIONS
LP TANK LEASE PARCEL
ATLANTIC HIGH SCHOOL MI03XC077**

A PORTION OF SECTION 4, TOWNSHIP 46 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, AS RECORDED IN DEED BOOK 354 ON PAGE 318 OF THE COUNTY RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SEACREST PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGE 33, THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 89°15'38" WEST, ALONG THE NORTH LINE OF SAID SEACREST PARK, A DISTANCE OF 630.33 FEET; THENCE DEPARTING SAID NORTH LINE, NORTH 00°57'38" WEST, A DISTANCE OF 336.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°02'22" WEST, A DISTANCE OF 7.00 FEET; THENCE NORTH 00°57'38" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 89°02'22" EAST, A DISTANCE OF 7.00 FEET; THENCE SOUTH 00°57'38" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0016 ACRES OR 70 SQUARE FEET, MORE OR LESS.