

LEASE TERMINATION AGREEMENT

This **Lease Termination Agreement** ("**Agreement**") is effective on the date of the last signature on this Agreement (the "**Effective Date**") regarding the Municipal Tower Site Lease dated on or about February 22, 2005 as may have been amended (the "**Lease**"), for the Property located at 1100 Wellington Trace, Wellington, FL 33414 (the "**Property**") between the Acme Improvement District, a Dependent Special District of the Village of Wellington, a municipal corporation, ("**Landlord**") and Sprint Spectrum Realty Company, LLC, successor in interest to Nextel South Corp. ("**Tenant**"). Each of the Landlord and Tenant may be referred to as a "**Party**" and collectively the two may be referred to as the "**Parties**".

Landlord and Tenant agree to (i) terminate the Lease, and (ii) provide for the surrender of the premises and transfer ownership of the leasehold improvements made to the Property by Tenant and to the terms and conditions described below:

1. Incorporation

- a) Incorporation. This Agreement is incorporated into and forms a part of the Lease described above. In the event of any inconsistencies between the Lease and this Agreement, the relevant term contained in this Agreement shall control.
- b) Previous Notice. Tenant and Landlord agree to extend the Termination Date of September 20, 2022. This date will be the Lease Termination Date as defined in Section 2.

2. Termination and Mutual Release

- a) Lease Termination and Mutual Release. The Parties agree that the Lease will terminate on the later of (x) September 30, 2022 or (y) the last day of the month in which Tenant commences Tenant's Surrender Work (the "**Lease Termination Date**"), and the Parties agree that:
 - (i) The Lease is automatically terminated. Each Party will execute any documentation required to evidence this transaction;
 - (ii) Landlord agrees that all amounts owed through the Effective Date have been paid by Tenant and that no further costs or fees regarding the Lease are payable. Tenant agrees to pay Landlord for any utility payments attributable to Tenant's use through the Termination Date;
 - (iii) Landlord shall receive rent payable under the Lease through the Lease Termination Date;
 - (iv) Tenant agrees to repair any damage to the Property caused by Tenant's Surrender Work.

- (v) Neither Party shall have any further Lease obligations except as specified in the Lease; and
 - (vi) Tenant and Landlord release and waive any claims against the other Party and such Party's successors, assigns, parent, subsidiaries, and affiliates, arising out of the Lease and Tenant's Surrender Work.
- b) Security Deposit & Bond Release. Landlord's execution of this Agreement and completion of all removal work by the Tenant, shall constitute Landlord's release of any bond delivered pursuant to the Lease or use of the Property.

3. Equipment and Surrender Obligations

- a) Surrender Obligations and Transfer of Title. Landlord agrees that Tenant will surrender the premises in a reasonably acceptable condition. Tenant may remove the equipment and perform the work listed on Exhibit A (collectively, "**Tenant's Surrender Work**"). Tenant will leave and convey to Landlord all other equipment, leasehold improvements and related items installed on the Property ("**Transferred Property**"). Title to all Transferred Property automatically passes to Landlord and Landlord accepts the Transferred Property, on an "*as is*" basis.
- b) Cooperation and Access. Landlord agrees to cooperate with Tenant regarding any necessary actions, including obtaining any required permits or other approvals. Tenant shall have the right of access to the Property at no cost, during normal business hours.

4. Assignment

Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

5. Miscellaneous

- a) Severability. If any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.
- b) Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of Florida without regard to choice of law provisions. Venue for any proceeding arising from this Agreement shall be brought in Palm Beach County, Florida.
- c) Merger and Amendment. This Agreement, together with the Lease, constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Agreement must be in writing and executed by both parties.

- d) Authorization. Each party hereby represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Agreement.
- e) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.
- e) Confidentiality. The Parties shall not publicize or disclose to any person any term of this Agreement, except as required by Florida Law.

IN WITNESS WHEREOF, each Party signing below is duly authorized and has the authority to sign this Agreement. The Effective Date of this Agreement is the date last written below.

TENANT: Sprint Spectrum Realty Company, LLC,
a Delaware limited liability company

LANDLORD: Acme Improvement District,
a Dependent Special District of the
Village of Wellington

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

Tenant's Address for Notices:

Sprint
6220 Sprint Parkway
Mailstop KSOPHD0101-Z2650
Overland Park, KS 66251-2650
Attn: Lease Operations
Site No: MI70XC045



Landlord's Address for Notices:

The Acme Improvement District, a Dependent
Special District of the Village of Wellington
12300 Forest Hill Blvd.
Wellington, Florida 33414

Village of Wellington
Attn: Legal Department
12300 Forest Hill Blvd.
Village of Wellington, FL 33414

Exhibit A

Tenant's Surrender Work

Tenant shall remove the following items from the Property:

1. Engineer specified radios
2. Batteries
3. Antennas and mounts
4. Tower cabling

Site ID: MI70XC045

Lease ID: MI70XC045-A-001

Tenant, at its option, has the right to remove items related to the above listed items.