

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (this "**Agreement**") is made and dated as of the Effective Date (as defined below), by and between by and between Lexington-Fayette Urban County Government ("**Sublessor**") and Sprint Spectrum L.P. ("**Sublessee**").

RECITALS

- A. Pursuant to a PCS Site Lease Agreement dated April 3, 1997 between Sublessor and Sublessee, as amended (the "**Lease**"), Sublessor leased to Sublessee certain premises (as more particularly described in the Lease) (the "**Premises**").
- B. The parties are in disagreement upon the interpretation of certain material terms to the Lease.
- C. In order to avoid the uncertainty associated with such disagreement, the parties hereto have agreed to terminate the Lease under the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and sufficiency of which are hereby acknowledged, Sublessor and Sublessee do hereby covenant, promise and agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of the Lease to the same extent as if set forth herein.
2. Termination. The Lease will be terminated as of 12:00 Midnight (Central Time) on December 31, 2014 (the "**Lease Termination Date**"), effective upon satisfaction of the conditions set forth in Paragraphs 3 below.
3. Surrender of Site; Removal of Personal Property. Sublessee will surrender possession of the Premises not later than the Lease Termination Date and hereby waives any and all rights to possession of the Premises beyond the Lease Termination Date.
4. Release. Upon satisfaction of Paragraphs 3 above, each party hereby releases the other from all obligations under the Lease, and from all claims, actions, demands, damages, debts, liabilities, costs, and losses, whether now known or unknown, which one party has or may have against the other arising out of the Lease or performance thereof.
5. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter contained herein and supersedes all prior agreements, notices, representations and all understandings of the parties.
6. Binding Effect. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Authority. Each party represents and warrants to the other party that it has the power and authority to execute this Agreement and to perform the covenants contained herein, and that there are no third party approvals required to execute this Agreement or to comply with the terms and provisions contained herein.

8. Consent of the Parties. Each party represents and warrants to the other party that it has thoroughly read and reviewed the terms and provisions of this Agreement, that the terms and provisions hereof are clearly understood by it and have been fully and unconditionally consented to by it, and that it has made and entered into this Agreement freely and voluntarily, and that it is not relying upon any representations or warranties made by the other party of any type, except as set forth herein.

9. Governing Laws. This Agreement shall be construed in all respects in accordance with, and governed by the laws of the state in which the Site is located.

10. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[The remainder of this page is intentionally left blank; signatures
and acknowledgments follow on next pages]*

