

LEASE TERMINATION AGREEMENT

This **Lease Termination Agreement** (this “**Agreement**”) is effective on the date of the last signature on this Agreement (the “**Effective Date**”) regarding the Communications Site Lease Agreement dated October 22, 2004 as may have been amended (“**Lease**”), for the Property located at 934 Washington Street, Norwood, MA 02062 (the “**Property**”) between Extra Space Properties Ninety Four LP, as successor in interest to ESP Seven Subsidiary, LLC, as successor in interest to Extra Space of Norwood, LLC (“**Lessor**”) and Sprint Spectrum Realty Company, L.P., as successor in interest to Nextel Communications of the Mid-Atlantic, Inc. (“**Lessee**”). Each of the Lessor and Lessee may be referred to as a “**Party**” and collectively the two may be referred to as the “**Parties**”.

Lessor and Lessee 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 Lessee 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. Lessee and Lessor agree to the Termination Date of April 30, 2022 pursuant to notice sent by Lessee on December 17, 2021.

2. Termination and Mutual Release

- a) Lease Termination and Mutual Release. The Parties agree that the Lease Agreement will terminate on the later of (x) April 30, 2022 or (y) the last day of the month in which Lessee commences Lessee’s Surrender Work (the “**Lease Termination Date**”), and the Parties agree that:
 - (i) The Lease is automatically terminated. Each Party will execute a Memorandum of Termination in the form attached hereto as Exhibit A and any documentation required to evidence this transaction;
 - (ii) Lessor agrees that all amounts owed through the Effective Date have been paid by Lessee and that no further costs or fees regarding the Lease are payable. Lessee agrees to pay Lessor for any utility payments attributable to Lessee’s use through the Termination Date;
 - (iii) Lessor shall receive rent payable under the Lease through the Lease Termination Date;
 - (iv) Neither Party shall have any further Lease obligations except as specified in the Lease; and

- (v) Lessee and Lessor 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 Lessee's Surrender Work.

- b) Security Deposit & Bond Release. Within thirty (30) days after the Lease Termination Date, Lessor will refund any security deposit paid by Lessee. Lessor's execution of this Agreement shall constitute Lessor'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. Lessor agrees that Lessee will surrender the premises in an *as-is* condition other than damages caused by Lessee during Lessee's Surrender Work (defined below). Lessee may remove the equipment and perform the work listed on Exhibit B (collectively, "**Lessee's Surrender Work**"). Lessee will leave and convey to Lessor all other equipment, leasehold improvements and related items installed on the Property ("**Transferred Property**"). Title to all Transferred Property automatically passes to Lessor and Lessor accepts the Transferred Property, on an "*as is*" basis.
- b) Cooperation and Access. Lessor agrees to cooperate with Lessee regarding any necessary actions, including obtaining any required permits or other approvals. Lessee shall have the right of access to the Property at no cost, on a twenty four (24) hours a day, seven (7) days per week basis.
- c) Lump Sum Payment. Lessee will forward to Lessor a lump sum payment in the amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) (the "**Lump Sum Payment**"), upon the completion of Lessee's Surrender Work and the Parties' completion of all obligations described in this Agreement, in full satisfaction and release of any claims.

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) Merger and Amendment. This Agreement 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.

Site ID: BS52XC098

Lease ID: BS52XC098-A-001

- c) 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.
- d) 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.

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.

LESSEE: Sprint Spectrum Realty Company, L.P.

LESSOR: Extra Space Properties Ninety Four LP

By: _____
 Name: _____
 Its: _____
 Date: _____

By: _____
 Name: _____
 Its: _____
 Date: _____

Lessee's Address for Notices:
 Sprint Spectrum Realty Company, L.P.
 []
 []
 []
 Site No. BS52XC098

Lessor's Address for Notices:
 Extra Space Properties Ninety Four LP
 Attn: Asset Management
 2795 E Cottonwood Parkway, Suite 300
 Salt Lake City, Utah 84121

Site ID: BS52XC098

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Exhibit A

Form Of Memorandum Of Termination

MEMORANDUM OF LEASE TERMINATION

This Memorandum of Lease Termination is executed this ____ day of _____, 2022 (“Effective Date”), by and between Sprint Spectrum Realty Company, L.P., as successor in interest to Nextel Communications of the Mid-Atlantic, Inc. (“Tenant”) and Extra Space Properties Ninety Four LP, as successor in interest to ESP Seven Subsidiary, LLC as successor in interest to Extra Space of Norwood, LLC (“Landlord”).

RECITALS

WHEREAS, Landlord owns certain property located at 934 Washington Street, Norwood, MA 02062 (“Property”). Tenant, as lessee or tenant (or successor in interest to the lessee or tenant), and Landlord, as lessor or landlord (or successor in interest to the lessor or landlord), were parties to that Communications Site Lease Agreement dated October 22, 2004 as may have been amended (the “Lease”), whereby Landlord leased to Tenant a portion of Landlord’s Property, as further described in the Lease (the “Site”); and

WHEREAS, Landlord and Tenant entered into that certain Lease Termination Agreement and General Release dated as of _____ (“Termination Agreement”), whereby Landlord and Tenant agreed to cancel and terminate the Lease; and

WHEREAS, Landlord and Tenant desire to acknowledge the termination of said Lease.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby acknowledge the following:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Lease Termination. In accordance with the Termination Agreement, the Lease is terminated effective _____.
3. Notice. This Memorandum is being executed by the parties solely to provide notice of the termination of the interest of Tenant in the Site.

4. Counterparts. This Memorandum may be executed in one or more counterparts, each of which is an original, but all of which together shall constitute one and the same instrument.

(signature pages to follow)

IN WITNESS WHEREOF, the parties have executed, or have caused this Memorandum to be properly executed, by their duly authorized agents or officers, all as of the date last signed by a party hereto.

LANDLORD

Extra Space Properties Ninety Four LP

By: _____

Name: _____

Title: _____

Date: _____

LANDLORD ACKNOWLEDGEMENT

STATE OF _____:

COUNTY OF _____:

On the date below, before me personally appeared _____, to me known (or proved to me on the basis of satisfactory evidence) to be the individual who executed the foregoing instrument, and he/she acknowledged said instrument by his/her executed to be his/her free act and deed in said capacity as _____.

Date: _____

Notary Public Signature: _____

Notary Public Print Name: _____

Notary Commission Expiration Date: _____



Notary Stamp or Seal

IN WITNESS WHEREOF, the parties have executed, or have caused this Memorandum to be properly executed, by their duly authorized agents or officers, all as of the date last signed by a party hereto.

TENANT

Sprint Spectrum Realty Company, L.P.

By: _____

Name: _____

Title: _____

Date: _____

TENANT ACKNOWLEDGEMENT

STATE OF _____:

COUNTY OF _____:

On the date below, before me personally appeared _____, to me known (or proved to me on the basis of satisfactory evidence) to be the individual who executed the foregoing instrument, and he/she acknowledged said instrument by him/her executed to be his/her free act and deed in said capacity as _____.

Date: _____

Notary Public Signature: _____

Notary Public Print Name: _____

Notary Commission Expiration Date: _____



Notary Stamp or Seal

Site ID: BS52XC098

Lease ID: BS52XC098-A-001

Exhibit B
Lessee's Surrender Work

Lessee shall remove the following items from the Property:

1. Engineer specified radios and/or cabinets
2. Batteries
3. Any fuel cell, generator or other material that may contain a registration number
4. Any hazardous materials.

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