Site Name: Latrobe South

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement ("**Termination Agreement**") is made as of the _____ day of _____, 20___, by and between **Greater Latrobe School District,** with its principal offices located at 1816 Lincoln Avenue, Latrobe, Pennsylvania 15650, ("**Lessor**"), and **Pittsburgh SMSA Limited Partnership** d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("**Lessee**").

RECITALS:

WHEREAS, Lessor and Lessee entered into a Building and Rooftop Lease Agreement dated February 27, 2014, and identified by Lessee as Contract #119963 (the "**Lease**"), for certain space in the building and sufficient space on the roof of the building of Lessor's property located at 131 High School Road in the City of Latrobe, County of Westmoreland, Commonwealth of Pennsylvania, as shown on the Tax Map of the County of Westmoreland as Parcel 61-20-00-0-023-00-0000 and being further described in Deed Book 1948 at Page 832 (the "**Property**"); and

WHEREAS, Lessor and Lessee now desire to terminate the Lease.

NOW, THEREFORE, in consideration of the foregoing recitals, the payments and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used but not otherwise defined herein have the meanings given in the Lease.

2. Lessor and Lessee agree the Lease is terminated effective as of June 1, 2018 (the "**Effective Date**").

3. Lessor, for itself and its successors and assigns, accepts the surrender of the Lease, and forever releases Lessee, and its successors and assigns, from any and all further obligations under the Lease.

4. Lessee, for itself and its successors and assigns, forever releases Lessor, and its successors and assigns, from any and all further obligations under the Lease.

5. Lessor hereby represents and warrants to Lessee that Lessor is the owner of the Lessor's interest in and to the Lease and has full power and authority to terminate the Lease.

Site Name: Latrobe South

6. Lessee represents and warrants that Lessee has made no assignment, sublease, transfer, or other disposition of the Lease, any interest in the Lease, or any demand, obligation, liability, or cause of action arising out of the Lease.

7. The individuals executing this Termination Agreement on behalf of the parties hereto hereby represent and warrant that they are duly authorized to execute this Termination Agreement on behalf of that party and that the Termination Agreement is binding and enforceable against that party.

8. This Termination Agreement may not be altered, amended, modified, or otherwise changed in any respect, except by a writing executed by both parties.

9. This Termination Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

10. This Agreement is governed and construed in accordance with Pennsylvania law.

[The remainder of the page intentionally left blank]

Site Name: Latrobe South

IN WITNESS WHEREOF, Lessor and Lessee have executed this Termination Agreement as of the day and year first above written.

LESSOR:

Greater Latrobe School District

By: _____
Name: _____
Title: _____
Date: _____

LESSEE:

Pittsburgh SMSA Limited Partnership d/b/a Verizon Wireless, By: Cellco Partnership, Its General Partner

By: _____
Name: _____
Title: _____
Date: _____