

## **SITE SUBLEASE**

THIS SITE SUBLEASE (this "**Sublease**") is effective as of the date of the latter signature below ("**Effective Date**") and is entered into between Allynx Corporation, an Arizona corporation ("**Sublessor**"), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, dba Verizon Wireless ("**Sublessee**"). Sublessor and Sublessee shall each be referred to herein as a "**Party**" or collectively, as the "**Parties**."

1. Sublease. Sublessor hereby subleases to Sublessee a portion (the "**Premises**") of that certain real property located at 7510 N. Viewpoint Drive, Prescott Valley, Arizona 86314 (the "**Property**") and being described as: (i) a thirty-six foot (36') by twenty-foot (20') parcel of ground space containing seven hundred twenty (720) square feet (the "**Land Space**") for Sublessee's sixty foot (60') high monopole structure, antennas and telecommunication equipment (collectively, the "**Equipment**"); (ii) the non-exclusive right (the "**Access and Utilities Rights of Way**") for ingress and egress, in accordance with Section 7 below, over or along a twelve foot (12') foot wide right-of-way extending from the nearest public right-of-way, Park View Drive, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space; and (iii) the right for the installation and maintenance of utility wires, poles and cables, conduits and pipes over, under or along a separate five foot (5') wide right of way (the "**Utilities Rights of Way**") in accordance with Section 7 below; said Land Space, Access and Utilities Rights of Way and Utilities Right of Way, together with all Equipment and improvements installed by Sublessee (the "**Antenna Facilities**") are hereinafter collectively referred to as the "**Premises**". The Property is legally described in Exhibit "A" attached hereto and incorporated herein. The Premises, and the location and orientation of Sublessee's Antenna Facilities, are generally described and depicted in Exhibit "B" attached hereto and incorporated herein.

2. Term. The initial term of this Sublease shall be sixty (60) months ("**Initial Term**") commencing upon the Commencement Date (as defined herein). The Agreement shall commence based upon the date Sublessee commences installation of the equipment on the Premises, or on the first day of the month following the date that is seven (7) months following the Effective Date, whichever occurs first (either of the foregoing, being the "**Commencement Date**"). In the event the date of commencing installation of equipment is determinative and such date falls between the 1<sup>st</sup> and 15<sup>th</sup> of the month, the Agreement shall commence on the 1<sup>st</sup> of that month and if such date falls between the 16<sup>th</sup> and 31<sup>st</sup> of the month, then the Agreement shall commence on the 1<sup>st</sup> day of the following month. Sublessor and Sublessee agree that they shall acknowledge in writing the Commencement Date in the event the Commencement Date is based upon the date Sublessee commences installation of the equipment on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required. Sublessor and Sublessee acknowledge and agree that initial rental payment(s) shall not actually be sent by Sublessee until thirty (30) days after the Commencement Date or after a written acknowledgement confirming the Commencement Date, if such an acknowledgement is required. By way of illustration of the preceding sentence, if the Commencement Date is January 1 and no written acknowledgement confirming the Commencement Date is required, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1, and if the Commencement Date is January 1 and a required written acknowledgement confirming the Commencement Date is dated January 14, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 13. Thereafter the monthly payments shall be due on the first day of each month as herein provided.

3. Permitted Use. The Premises may be used by Sublessee for the construction, maintenance, repair and operation of a communications facility, the transmission and reception of communication signals and for the construction, maintenance, repair or replacement of the Equipment. Sublessee recognizes and agrees that the Property is owned by the Town of Prescott

Valley, a governmental entity (“**Town**”) and leased to Sublessor under that certain Antenna Site Lease effective as of the Effective Date of this Sublease (“**Allynx Lease**”). Nothing contained in this Sublease or the Allynx Lease shall restrict or prevent the Town from the full performance of all of its duties as a governmental entity. So long as Sublessee has obtained all applicable Governmental Approvals (as defined below) and is in compliance with same (including but not limited to the ordinances of the Town) Sublessee shall have the right, at its sole cost and expense, without the prior consent of the Town or Sublessor, to replace, repair, add or otherwise modify the Equipment and Antenna Facilities or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto. The tower, pole or structure which is attached to the ground and supports any antennas shall not be materially altered in height or mass without the express written consent of Sublessor, which shall not be unreasonably withheld, conditioned or delayed. It is understood and agreed that Sublessee's ability to use the Premises is contingent upon its obtaining, after the Effective Date, all of the certificates, permits and other approvals (collectively the "**Governmental Approvals**") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit Sublessee use of the Premises as set forth above. Sublessor, at no cost to Sublessor, shall reasonably cooperate with Sublessee in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Premises with respect to the proposed use thereof by Sublessee. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Sublessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) Sublessee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Sublessee determines that any soil boring tests are unsatisfactory; (v) Sublessee determines that the Premises is no longer technically compatible for its use, or (vi) Sublessee, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, Sublessee shall have the right to terminate this Sublease. Notice of Sublessee's exercise of its right to terminate

("Termination Notice") shall be given to Sublessor in writing by certified mail, return receipt requested, and shall be effective on the later of: (i) the last day of the third (3<sup>rd</sup>) month following the month of mailing of such notice by Sublessee; or (ii) the last day of such later month as designated by Sublessee in the Termination Notice ("**Termination Date**"). From and after the Termination Date Sublessee's obligation to pay rent under this Sublease shall terminate and the Parties shall have only those duties stated herein to survive termination.

It is expressly understood that this Sublease is subordinate to the Allynx Lease. Sublessee agrees to execute such reasonable estoppel certificates as the Town may require from time to time.

4. Rent. For the duration of the Initial Term, Sublessee shall pay Sublessor as rent, the amount of One Thousand Seven Hundred Fifty Dollars (\$1,750.00) per month, together with any rental taxes payable to state or local governments on such amount ("**Rent**"). Rent shall be payable monthly in advance, except for the initial payment as set forth above, on first day of each month and shall be delinquent on the sixth day of each month, to Sublessor at Sublessor's address specified below. For the purpose of this Sublease, all references to "**month**" shall be deemed to refer to a calendar month.

5. Renewal.

(a) Upon expiration of the Initial Term, the Sublease shall automatically renew for four (4) additional five (5) year terms (each a "**Renewal Term**") unless Sublessee notifies Sublessor, in writing, of Sublessee's intention not to renew this Sublease, at least six (6) months prior to the expiration of the Initial Term or any Renewal Term. Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent in each Renewal Term shall be one hundred fifteen percent (115%) of the Rent payable with respect to the immediately preceding five (5) year term. The Initial Term and each Renewal Term shall be collectively referred to as the "**Term**."

(b) If Sublessee shall remain in possession of the Premises at the expiration or termination of this Sublease or any Renewal Term, such possession shall be deemed a

month-to-month tenancy (“**Holdover Tenancy**”) on the same terms and conditions of this Sublease. Either party may terminate the Holdover Tenancy by giving thirty (30) days prior written notice to the other, in which case the Holdover Tenancy shall thereupon terminate on the last day of the month following the month in which the notice is given. Rent for such month-to-month term shall be one hundred twenty-five percent (125%) of Rent payable in the last month before termination.

6. Interference. Subject to Sublessee's right to use the Premises as set forth in this Sublease, Sublessee shall not otherwise use or affirmatively allow the use of the Premises in any way which materially interferes with the existing use of the Property by Sublessor, the Town or any existing lessees or licensees of Sublessor or the Town as of the Effective Date. Sublessee recognizes and agrees the Town intends to use the property immediately surrounding the Premises as a public park and Sublessee assumes the risks which relate to or may arise from such use, regardless of whether foreseeable. Except as provided in the immediately preceding sentence and this Sublease, the Town or Sublessor shall not use, nor shall the Town or Sublessor permit its lessees, licensees, employees, invitees or agents to use, any portion of the Premises in any way which materially adversely interferes with Sublessee's use of the Premises. In the event any such interference does not cease promptly after written notice to Sublessor and the Town, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, (i) to bring a court action to enjoin such interference or (ii) to terminate this Sublease immediately upon written notice to Sublessor.

7. Improvements; Utilities; Access.

(a) Sublessee shall cause all construction and activities on the Premises or the Property to occur lien-free and in compliance with all applicable laws and ordinances. Except for the Equipment, the Premises shall remain the exclusive property of the Town and Sublessor. Sublessee shall have the right to remove the Equipment and all improvements constructed or installed by Sublessee, at any time during this Sublease but no later than ninety (90) days after

Termination. Any personal property remaining on or about the Premises after such ninety (90) day period shall be deemed abandoned by Sublessee and may be disposed of by Sublessor without restriction, subject to the provisions of this Sublease for prior perfected purchase money security interests, and provided that Sublessee shall reimburse and the Town from any cost or expense of removing or disposing of such items.

(b) Sublessee, at its expense, shall repair and restore to their original condition, with the same kind and quality materials and even with the original grade and surfaces (reasonable wear and tear excepted), damage to the Premises or the Property caused by Sublessee in the installation, maintenance, use or removal of its Equipment or the Antenna Facilities.

(c) Sublessee shall install, maintain and repair a locked fence and gate at the location shown on Exhibit B which shall prevent access by persons, including but not limited to toddlers and unsupervised children; provided, the Town shall have reasonable access to the Premises for the purpose of maintaining, repairing and securing its operations and facilities of which the Premises is a part under the following conditions: (i) the Town shall provide forty-eight (48) hours prior written notice prior to any proposed access to the Premises; (ii) Sublessee shall have the right to have a representative present for any access to the Premises; (iii) neither the Town nor Sublessor shall be permitted to touch, tamper with or alter any of the Antenna Facilities; (iv) Sublessor shall be responsible for any damage caused to the Antenna Facilities resulting from any access to the Premises by the Town or Sublessor; and (v) any access by the Town or Sublessor shall not materially interfere with Sublessee's operations. Notwithstanding the foregoing, in the case of an emergency (imminent threat to safety and public welfare), subsections (i), (ii) and (iii) may not apply.

(d) Sublessee shall, at Sublessee's expense, keep and maintain the Antenna Facilities now or hereafter located on the Premises in commercially reasonable condition and repair during the Term of this Sublease, normal wear and tear excepted. Sublessee shall not install any of the Antenna Facilities on the Premises until all required Governmental Approvals are obtained.

(e) Sublessee shall have the right, subject to and in accordance with required Governmental Approvals, to install utilities, at Sublessee's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators) in accordance with plans and specifications approved by Sublessor and the Town in writing in advance. Sublessor hereby grants a license (including, but not limited to, the Utilities Right of Way), until Termination (“**Utility License**”), subject to and in accordance with required Governmental Approvals, to place electric and telephone utilities on or to the Antenna Facilities, and to install necessary conduit and sleeving from the electrical transformers and the telephone demarcation point to the point of connection within the Premises, in order to service the communication and Antenna Facilities. Sublessee shall install separate meters for utilities used by the Antenna Facilities; provided, however, Sublessee shall not interrupt or cause to be interrupted any existing utility service to the Property without the prior written consent of the Sublessor and the Town, which consent may be conditioned or withheld in the sole and absolute discretion of Sublessor or the Town.

(f) As partial consideration for Rent paid under this Sublease, Sublessor hereby grants Sublessee and Sublessee's agents, employees or contractors, a license (“**Access License**”) for ingress, egress, and access to the Premises (including, but not limited to, the Access and Utilities Right of Way), by service road only and not through the pedestrian main gate, adequate to install and maintain power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Term. Sublessee shall have 24-hours-a-day, 7-days-a-week access to the Premises during the Term, subject to reasonable security rules and procedures established by Sublessor or the Town from time to time.

(g) Sublessee shall use only contractors, architects and engineers licensed in the State of Arizona in the category and class applicable to the work being performed, for installation of the Antenna Facilities.

(h) No portion of the Antenna Facilities which is visible from any point outside of the Property, shall be installed or its appearance modified without the prior written approval of

Sublessor and the Town (which approval shall not be unreasonably conditioned, withheld or delayed).

(i) Other than those required under applicable law, Sublessee shall not post any advertising or name identification on the Antenna Facilities and shall not advertise or promote its services at the Property.

8. Termination. Except as otherwise provided herein, this Sublease may be terminated as follows:

(a) By written notice to Sublessee if Sublessee fails to pay Rent within ten (10) business days after receipt of written notice to Sublessee that any payment of Rent is due and unpaid;

(b) By written notice to the defaulting party if the defaulting party fails to cure a material default within thirty (30) days after receipt of written notice by the non-defaulting party specifying the material default and demanding cure or such longer period as may be required to diligently complete a cure commenced within that thirty (30) day period; or

(c) Immediately upon written notice if the Premises are destroyed or damaged so as in Sublessee's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease at the option of Sublessee, and Sublessee shall be entitled to the reimbursement of any Rent prepaid by Sublessee. If Sublessee elects to continue this Sublease, then all Rent shall abate until fifteen (15) days after the Premises and/or Antenna Facilities are substantially restored to the condition existing immediately prior to such damage or destruction.

9. Taxes. Sublessee shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Antenna Facilities which Sublessor demonstrates is the result of Sublessee's use, installation, maintenance, and operation of the Antenna Facilities, and any sales tax imposed on the rent (except to the extent that Sublessee is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located),

including any increase in real estate taxes at the Property which Sublessor demonstrates arises from Antenna Facilities. Sublessor and Sublessee shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by Sublessor or Sublessee at the Property. Notwithstanding the foregoing, Sublessee shall not have the obligation to pay any tax, assessment, or charge that Sublessee is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making Sublessee liable for any portion of Sublessor's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, Sublessor shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

Sublessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Sublessee is wholly or partly responsible for payment. Sublessor shall reasonably cooperate with Sublessee at Sublessee's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Sublessee, there is a reduction, credit or repayment received by the Sublessor for any taxes previously paid by Sublessee, Sublessor agrees to promptly reimburse to Sublessee the amount of said reduction, credit or repayment. In the event that Sublessee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Sublessor will pursue such dispute at Sublessee's sole cost and expense upon written request of Sublessee.

10. Insurance and Subrogation.

(a) The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Antenna Facilities or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire

insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

(b) Sublessor and Sublessee each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. Sublessor and Sublessee each agree that it will include the other Party as an additional insured.

11. Hold Harmless Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Sublessee, to:

Verizon Wireless (VAW) LLC,  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate  
Site Name: AZ2 Pronghorn Ranch

If to Sublessor, to:

Allynx Corporation

With a copy to:

Town of Prescott Valley

Attn: Richard Q. Nye  
3108 E. Sierra Vista Dr.  
Phoenix, AZ 85016  
Phone: (602) 712-9900  
Fax: (602) 926-2584

Attn: Town Manager  
7501 E Civic Circle  
Prescott Valley, AZ 86314  
Phone: (520) 759-3100  
Fax: (520) 759-3125

13. Quiet Enjoyment, Title and Authority.

(a) Sublessor covenants and warrants to Sublessee that (i) Sublessor has full right, power and authority to execute this Sublease, to sublease the Premises and to grant the Utility License; (ii) Sublessor has good and unencumbered leasehold interest to the Premises free and clear of any liens or mortgages, except those disclosed to Sublessee which will not interfere with Sublessee's rights to or use of the Premises; and (iii) execution and performance of this Sublease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Sublessor.

(b) Sublessor covenants that at all times during the Term, Sublessee's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Termination has not occurred as provided in this Sublease.

(c) Sublessee covenants and warrants it holds and will continue to hold during the Term of this Sublease, all permits and licenses necessary to operate the Antenna Facilities.

14. Environmental Laws. Sublessor warrants and agrees that neither Sublessor nor, to Sublessor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within Sublessor's Property in violation of any law or regulation. Sublessor and Sublessee each agree that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within Sublessor's Property in violation of any law or regulation. Sublessor and Sublessee each agree to defend and indemnify the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any warranty or agreement contained in this paragraph. "**Hazardous Material**" shall mean any substance, chemical or

waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

15. Assignment and Sub-Subleasing.

(a) Sublessee shall have the right to assign this Sublease, in whole or in part (including any rights to renew), to Sublessee's Affiliates (as defined below), on the same terms and conditions hereof. As used herein, "**Sublessee's Affiliates**" means any corporation or entity which controls, is controlled by, or is under common control with, Sublessee, or any corporation or entity which results from a merger or consolidation with Sublessee or with any entity that controls Sublessee. No transfer or assignment of the stock of Sublessee, or any controlling interest in Sublessee, whether by sale, merger, exchange or other means, shall constitute an assignment of this Sublease.

(b) Sublessee may, upon notice to Sublessor, mortgage or grant a security interest in this Sublease and the Equipment, and may assign this Sublease and Sublessee's interest in the Antenna Facilities to any mortgagees, deed of trust beneficiaries, or holders of security interests, including their successors or assigns, (hereinafter collectively referred to as "**Mortgagees**" and individually as "**Mortgagee**"), provided such Mortgagees agree in writing, delivered to Sublessor, to be bound by the terms and provisions of this Sublease. In such event, Sublessor shall execute such reasonable consent to leasehold financing as may reasonably be required by Mortgagees. The consent may include an agreement by Sublessor to notify Sublessee and Sublessee's Mortgagees simultaneously of any default by Sublessee and to give Mortgagees the same right to cure any default as Sublessee or to remove any property of Sublessee or Mortgagee located on the Premises, except that the cure period for any Mortgagee shall not be less than thirty (30) days after receipt of the default notice, as provided in Section 8 of this Sublease. All such notices to Mortgagee shall be sent to Mortgagee at the address specified by Sublessee upon entering into a financing agreement. Failure by Sublessor to give Mortgagee such notice shall not diminish Sublessor's rights against Sublessee, but shall preserve all rights of Mortgagee to

cure any default and to remove any property of Sublessee or Mortgagee located on the Premises, as provided in this Sublease.

(c) Except as provided in this Section 15, Sublessee shall not assign, transfer, or encumber its interest in this Sublease without the prior written consent of Sublessor and the Town and transfer in violation of this Section shall be void.

(d) The term "Sub-Sublease", "Sub-Sublet", "Sub-Sublessee" and any other similar term shall apply to any situation by which Sublessee allows a third party use of the Premises for co-location, whether it be by formal sublease, license or other agreement. All rights and responsibilities of Sublessee set forth in this Sublease shall be enjoyed by and be binding on any Sublessee. Notwithstanding the above, Sublessee may not sublease any ground space within the Premises without Sublessor's prior written consent. In the event any Sub-Sublessee subleases space on Sublessee's antenna structure, such third party must acquire its own rights to ground space from Sublessor outside of the Premises. Notwithstanding anything to the contrary herein, Sublessee may sublet all or any portion of the Premises (including ground space and space on Sublessee's antenna structure) in the event of a public emergency and/or for safety systems purposes (i.e. police, ambulance, and/or fire), that may be required or ordered by any governmental authority having jurisdiction over Sublessee and/or the Property.

16. Successors and Assigns. This Sublease and any easements granted herein shall run with Sublessor's leasehold interest, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Sublessor's Lien. Sublessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof which shall be deemed personal property for the purposes of this Sublease, regardless of whether or not the same is deemed real or personal property under applicable laws.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be awarded to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) business days after receipt of written request, such truthful estoppel information as the other may reasonably request.

(c) This Sublease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Sublease must be in writing and executed by both parties.

(d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker.

(e) Each party agrees to cooperate with the other in executing any documents (including the Memorandum of Sublease shown in Exhibit "C" attached hereto) necessary to give notice of the Sublease and give effect to the provisions of this Sublease. The Memorandum of Sublease may be recorded in place of this Sublease, by either party.

(f) This Sublease shall be construed in accordance with the laws of the State of Arizona and venue for any court action or dispute resolution shall be Yavapai County, Arizona. Sublessor and Sublessee hereby consent to personal jurisdiction of courts sitting in Yavapai County, Arizona.

(g) If any term of this Sublease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Sublease, which shall continue in full force and effect. The parties intend that the provisions of this Sublease be enforced to the fullest extent permitted by applicable law. Accordingly, the parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

(h) Sublessor and Sublessee each represent to the other that each of the parties executing this Sublease on behalf of Sublessor or Sublessee is authorized to do so by requisite action of their respective company.

(i) The submission of this document for examination does not constitute an offer to lease or a reservation of or option for the Premises and shall become effective only upon execution by both Sublessee and Sublessor.

(j) Intentionally Left Blank

(k) Solely due to the exercise of its governmental and quasi-governmental duties, the Town may, in the event of an emergency, limit or restrict access to the Antenna Facilities only to the extent necessary.

(l) the Town has the statutory right to terminate contracts. In the event of such termination of Sublessor's rights to the Premises, Sublessor shall be released from this Sublease and Sublessee shall attorn to the Town and have such rights as permitted by the Town. If Sublessor's interest in the Allynx Lease is terminated prior to the expiration of the term of this Sublease due to a default by Sublessor thereunder, when Sublessee is not then in default hereunder, the Town shall recognize Sublessee as its direct Sublessee according to all of the terms and conditions of this Sublease, for the balance of the term of this Sublease and any extension thereof, as if the Town were the Sublessor under this Sublease. Sublessee will attorn to the Town as its Sublessor, immediately upon the termination of Sublessor's interest in the Allynx Lease; provided, however, that Sublessee will not be obligated to pay any rent to the Town until Sublessee receives written notice from the Town. Sublessee's possession shall not be disturbed by the Town or anyone claiming by or through the Town so long as Sublessee is not in default under this Sublease.

(m) If Sublessor fails to perform any of its obligations under the Allynx Lease, the Town will give written notice of the failure to Sublessee at the same time notice is given to Sublessor.

(n) Sublessee acknowledges and agrees Sublessor intends to sublease other parts of the Property for other uses, including telecommunication uses. Sublessee shall provide all technical information regarding their Antenna Facilities to Sublessor, and Sublessor, upon consultation with Sublessee shall determine the suitability of and additional telecommunication

users that wish to locate in the vicinity of Sublessee's Antenna Facilities. Any future sublease of the Property shall contain substantially the following provision: "Sublessee acknowledges there are existing uses of the Property which may be affected by Sublessee's intended use of the Property. Sublessee shall not interfere with the uses permitted to other users of the Property at the Effective Date of this Sublease." All disputes under this Section shall be resolved between the competing interests by arbitration according to the Rules of Commercial Arbitration of the American Arbitration Association; provided, all arbitrators shall be persons trained in, and employed in and skilled in the technical discipline which is the source of the dispute.

(o) Condemnation. In the event of any exercise of eminent domain or condemnation with respect to any of the Premises, Sublessor shall be entitled to receive the total award paid or payable as a result of such taking attributable to the value of the portion of the Premises or the Property so taken. Notwithstanding the foregoing, Sublessee shall be entitled to any separate award paid or payable to Sublessee that is attributable to (a) the value of any of Sublessee's Equipment, (b) the value to Sublessee of the unexpired Sublease term, if separate from the value of the Sublease to Sublessor, or (c) to moving expenses of Sublessee incurred as a result of such taking, or any combination of thereof.

(p) No Joint Venture. By executing this Sublease the parties are not establishing any joint undertaking, joint venture or partnership. Each party shall be deemed an independent contractor and shall act solely for its own account.

(q) Compliance with Laws. Sublessor represents and warrants that, as of the date of this Sublease, the Property complies with all applicable laws, statutes, ordinances, rules, codes, regulations, orders, and interpretations of all federal, state, and other governmental or quasi-governmental authorities having jurisdiction over the Property (collectively, "**Laws**"). Sublessor will promptly comply with all Laws, and will cause the Property to comply with all Laws applicable to the Property without the Antenna Facilities. Except as otherwise provided herein, such compliance shall be at Sublessor's sole cost and expense. Compliance shall be at

Sublessee's sole cost and expense to the extent such compliance is required solely and uniquely as a result of the Antenna Facilities or Sublessee's use or occupancy of the Premises.

(r) Contact. For purposes of contacting a responsible party with respect to maintenance, repair and service issues, Sublessee may contact the following Person:

Public Works Director, Town of Prescott Valley,  
or person serving in that capacity,  
(928) 759-3071.

(s) Cooperation. Sublessor and Sublessee hereby agrees to cooperate with regard to any reasonable requests made subsequent to execution of this Sublease to correct any clerical errors contained in this Sublease and to provide any and all additional documentation deemed necessary to effectuate the transaction contemplated by this Sublease.

(t) Allynx Lease. Notwithstanding anything to the contrary contained in this Sublease, Sublessor will indemnify Sublessee against any loss, liability, and expenses (including reasonable attorneys' fees and costs) arising out of any default under the Allynx Lease caused by Sublessor. Sublessor warrants to Sublessee that as of the Effective Date: (1) the Allynx Lease is in full force and effect and unmodified, and (2) to Sublessor's knowledge, except for the rights of the Town as set forth herein, there are no existing circumstances which would allow the termination of the Allynx Lease after the giving of notice or the passage of time or both.

(u) Limitation of Liability. Except for indemnification pursuant to Paragraphs 11 and 14, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

[SIGNATURES TO APPEAR ON FOLLOWING PAGE]

EXECUTED as of the date, or later of the dates, set forth below.

**SUBLESSOR:** Allynx Corporation, an Arizona corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

DATE: \_\_\_\_\_

FID/SS#: 86-0973118

**SUBLEESSEE:**

Verizon Wireless (VAW) LLC,  
a Delaware limited liability company  
dba Verizon Wireless

By: \_\_\_\_\_

Name: Clifton Casey

Its: Executive Director - Network

Date: \_\_\_\_\_

## EXHIBIT A

### Legal Description of the Property

#### LESSOR'S LEGAL DESCRIPTION

VIEWPOINT PARK, AS DEDICATED ON REVISIONARY PLAT OF TRACT B OF PARKRIDGE AT THE VIEWPOINT, RECORDED IN BOOK 47 OF MAPS AND PLATS, PAGE 79, RECORDS OF YAVAPAI COUNTY, ARIZONA EXCEPTING THEREFROM THAT PORTION CONVEYED IN BOOK 4172 OF OFFICIAL RECORDS, PAGE 20, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY COMER OF LOT 291, REVERSIONARY PLAT OF LOT 291 OF THE VIEWPOINT UNIT SIX AMENDED, AS RECORDED IN BOOK 41 OF MAPS AND PLATS AT PAGE 25, COUNTY RECORDER'S OFFICE, MARKED WITH A FOUND ONE HALF INCH REBAR, L.S. 23383;

THENCE SOUTH 29°00'01" WEST (BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION), ALONG THE NORTHWESTERLY LINE OF SAID LOT 291, 102.62 FEET TO THE SOUTHWEST CORNER OF SAID LOT 291 AND A FOUND ONE HALF INCH REBAR, L.S. 16558;

THENCE NORTH 57°07'12" WEST, 19.50 FEET;

THENCE NORTH 39°52'19" EAST, 103.15 FEET TO THE TRUE POINT OF BEGINNING.

THENCE NORTH 90°00'00" EAST, 33.50 FEET TO THE POINT OF BEGINNING.

## EXHIBIT B

[See Attached Premises Depiction]

### PROPOSED LESSEE ACCESS/UTILITY EASEMENT NO. 1 LEGAL DESCRIPTION

A 5.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF VIEWPOINT PARK, AS DEDICATED ON REVISIONARY PLAT OF TRACT B OF PARKRIDGE AT THE VIEWPOINT, RECORDED IN BOOK 47 OF MAPS AND PLATS, PAGE 79, RECORDS OF YAVAPAI COUNTY, ARIZONA, LYING 2.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND HALF INCH REBAR AT THE CENTERLINE INTERSECTION OF PARK VIEW DRIVE AND VIEWPOINT DRIVE FROM WHICH A FOUND HALF INCH REBAR AT THE CENTERLINE INTERSECTION OF VIEWPOINT DRIVE AND PLATEAU RIDGE ROAD BEARS SOUTH 00°19'31" WEST, 409.52 FEET;

THENCE NORTH 89°40'29" WEST ALONG THE CENTERLINE OF PARK VIEW DRIVE, 100.53 FEET; THENCE SOUTH 00°19'31" WEST, 52.50 FEET; TO THE POINT OF BEGINNING.

THENCE NORTH 89°40'29" WEST, 143.76 FEET; THENCE SOUTH 00°00'00" EAST, 8.45 FEET TO THE POINT OF TERMINUS.

### PROPOSED LESSEE ACCESS/UTILITY EASEMENT NO. 2 LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF VIEWPOINT PARK, AS DEDICATED ON REVISIONARY PLAT OF TRACT B OF PARKRIDGE AT THE VIEWPOINT, RECORDED IN BOOK 47 OF MAPS AND PLATS, PAGE 79, RECORDS OF YAVAPAI COUNTY, ARIZONA, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND HALF INCH REBAR AT THE CENTERLINE INTERSECTION OF PARK VIEW DRIVE AND VIEWPOINT DRIVE FROM WHICH A FOUND HALF INCH REBAR AT THE CENTERLINE INTERSECTION OF VIEWPOINT DRIVE AND PLATEAU RIDGE ROAD BEARS SOUTH 00°19'31" WEST, 409.52 FEET;

THENCE NORTH 89°40'29" WEST ALONG THE CENTERLINE OF PARK VIEW DRIVE, 100.53 FEET; THENCE SOUTH 00°19'31" WEST, 52.50 FEET;

THENCE NORTH 89°40'29" WEST, 49.50 FEET; TO THE POINT OF BEGINNING.

THENCE SOUTH 00°00'00" EAST, 33.92 FEET;

THENCE NORTH 90°00'00" WEST, 127.76 FEET TO THE POINT OF TERMINUS

### PROPOSED LESSEE LEASE AREA LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF VIEWPOINT PARK, AS DEDICATED ON REVISIONARY PLAT OF TRACT B OF PARKRIDGE AT THE VIEWPOINT, RECORDED IN BOOK 47 OF MAPS AND PLATS, PAGE 79, RECORDS OF YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND HALF INCH REBAR AT THE CENTERLINE INTERSECTION OF PARK VIEW DRIVE AND VIEWPOINT DRIVE FROM WHICH A FOUND HALF INCH REBAR AT THE CENTERLINE INTERSECTION OF VIEWPOINT DRIVE AND PLATEAU RIDGE ROAD BEARS SOUTH 00°19'31" WEST, 409.52 FEET;

THENCE NORTH 89°40'29" WEST ALONG THE CENTERLINE OF PARK VIEW DRIVE, 100.53 FEET; THENCE SOUTH 00°19'31" WEST, 52.50 FEET;

THENCE NORTH 89°40'29" WEST, 143.76 FEET;

THENCE SOUTH 00°00'00" EAST, 8.45 FEET; TO THE POINT OF BEGINNING.

THENCE NORTH 90°00'00" EAST, 2.50 FEET;

THENCE SOUTH 00°00'00" EAST, 20.00 FEET;

THENCE NORTH 90°00'00" WEST, 36.00 FEET;

THENCE NORTH 00°00'00" EAST, 20.00 FEET;

## EXHIBIT C

### Memorandum of Sublease

After recording, please return to:

Richard Q. Nye  
9141 E. Hidden Spur Trail, Suite 105  
Scottsdale, AZ 85255

Market: Prescott Valley  
Site Number:  
Site Name:

### MEMORANDUM OF SUBLEASE

This Memorandum of Sublease ("**Memorandum**") gives notice of that certain Site Sublease ("**Sublease**") by and between Allynx Corporation, an Arizona corporation ("**Sublessor**"), whose mailing address is 3108 E. Sierra Vista Dr, Phoenix, AZ 85016, and Verizon Wireless (VAW) LLC, a Delaware limited liability company, dba Verizon Wireless ("**Sublessee**"), whose mailing address is 2711 Centerville Road, Suite 400, Wilmington, DE 19808

Date of Sublease:

Description of Property" See Exhibit "A" attached hereto.

Demised Premises: See Exhibit "A" attached to Sublease.

Initial Term: Five (5) years commencing not later than

Renewal Terms: Four (4) additional five-year periods after the expiration of the initial term of the Sublease.

The purpose of this Memorandum is to give record notice of the Sublease and of the rights created thereby, all of which are hereby confirmed and incorporated herein.

NOW, THEREFORE, Sublessor, in consideration of the rents and covenants provided for in the Sublease to be paid and performed by Sublessee, does hereby demise, convey, grant and let unto Sublessee the Premises upon the terms and subject to the conditions set forth in the Sublease, a copy of which is being held by Sublessor at its address stated above.

EXECUTED as of the date, or later of the dates, set forth in the respective acknowledgments of the parties hereto.

**SUBLESSOR:** Allynx Corporation, an Arizona corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ARIZONA        )  
  ) ss:  
COUNTY OF MARICOPA    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared Richard Q. Nye, who identified himself as President of Allynx Corporation, an Arizona corporation, who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed on behalf of said Allynx Corporation for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

My commission expires:  
\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC



EXHIBIT A to MEMORANDUM OF SUBLEASE

Legal Description of Property

VIEWPOINT PARK, AS DEDICATED ON REVISIONARY PLAT OF TRACT B OF PARKRIDGE AT THE VIEWPOINT, RECORDED IN BOOK 47 OF MAPS AND PLATS, PAGE 79, RECORDS OF YAVAPAI COUNTY, ARIZONA

EXCEPTING THEREFROM THAT PORTION CONVEYED IN BOOK 4172 OF OFFICIAL RECORDS, PAGE 20, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SECTION 26, TOWNSHIP 15 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 291, REVERSIONARY PLAT OF LOT 291 OF THE VIEWPOINT UNIT SIX AMENDED, AS RECORDED IN BOOK 41 OF MAPS AND PLATS AT PAGE 25, COUNTY RECORDER'S OFFICE, MARKED WITH A FOUND ONE HALF INCH REBAR, L.S. 23383; THENCE SOUTH 29°00'01" WEST (BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION), ALONG THE NORTHWESTERLY LINE OF SAID LOT 291, 102.62 FEET TO THE SOUTHWEST CORNER OF SAID LOT 291 AND A FOUND ONE HALF INCH REBAR, L.S. 16558; THENCE NORTH 57°07'12" WEST, 19.50 FEET; THENCE NORTH 39°52'19" EAST, 103.15 FEET TO THE TRUE POINT OF BEGINNING.