

SITE SUBLEASE

THIS SITE SUBLEASE (this "**Sublease**") is entered into between Allynx Corporation, an Arizona corporation ("**Sublessor**"), and T-Mobile West LLC, a Delaware limited liability company ("**Sublessee**"). Sublessor and Sublessee shall each be referred to herein as a "**Party**" or collectively, as the "**Parties**" and is dated for reference the __ day of _____, 2015.

1. Sublease. Sublessor hereby subleases to Sublessee a portion of that certain real property located at 8600 East Nance, Prescott Valley, Yavapai County, Arizona (the "**Property**"), as more particularly described in Exhibit "A" attached hereto and incorporated herein, and the space on the existing tower ("Tower") as described in Exhibit "A" (collectively, the "Premises") for the installation, maintenance, repair, replacement, upgrade, use and operation of Sublessee's Antenna Facilities (as defined below). The Property is described in Exhibit "A" attached hereto and incorporated herein. The Premises, and the location and orientation of Sublessee's Antenna Facilities, is generally described and depicted in Exhibit "B" attached hereto and incorporated herein.

2. Term. This Sublease shall be effective as of the date the last of the parties executes this Agreement ("**Effective Date**"). The initial term shall be for five (5) years ("**Initial Term**") and shall commence on the date which is the later of: (i) the date Sublessee commences installation of the equipment on the Premises, or (ii) on the first day of the second calendar month following the month in which the Effective Date occurs ("**Commencement Date**"). In the event the date of commencing installation of equipment is determinative and such date falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls

between the 16th and 31st of the month, then the Commencement Date shall be the 1st day of the following month. Sublessee shall give Sublessor written notice of the date it commences installing its equipment and 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. 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, Sublessee shall send to the Sublessor 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, Sublessee shall send to the Sublessor the rental payments for January 1 and February 1 by February 13.

3. Permitted Use. The Premises may be used by Sublessee exclusively for the construction, maintenance, repair, upgrade, replacement and operation of a communications facility, the transmission and reception of communication signals and for the construction, maintenance, repair or replacement of related facilities, towers, antennae or equipment. Sublessee recognizes and agrees that the Property is owned by the Town of Prescott Valley, a governmental entity (“**Lessor**”) and leased to Sublessor under that certain Antenna Site Lease effective as of the Effective Date of this Sublease, a true and complete, fully-executed copy of which is attached hereto as Exhibit “D” (the “**Allynx Lease**”). Nothing contained in this Sublease or the Allynx

Lease shall restrict or prevent Lessor from the full performance of all of its duties as a governmental entity. This Lease is a Sublease under and is subordinate to the Allynx Lease. Sublessee agrees to execute such reasonable subordination Leases and estoppel certificates as Lessor may require from time to time, provided that such documents do not materially increase Sublessee's obligations under this Sublease or materially decrease Sublessee's rights under this Sublease. Sublessee shall obtain, at Sublessee's expense, all governmental approvals (which Lessor may withhold in the exercise of its governmental functions). So long as all equipment, installations and operations comply with all applicable law and ordinances, including but not limited to the ordinances of Lessor: 1) all improvements, equipment, antennas and conduits shall be at Sublessee's expense and their installation shall be at the discretion and option of Sublessee; and 2) Sublessee shall have the right to replace, repair, upgrade, maintain, add or otherwise modify its utilities, equipment, antennas and/or conduits 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 may be withheld in Sublessor's commercially reasonable discretion. It is understood and agreed that Sublessee's ability to use the Premises is contingent upon its obtaining, after the execution date of this Sublease, 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

Property 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, in its sole discretion, that such Governmental Approvals may not be obtained in a timely or cost-effective 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 at any time to terminate this Sublease. Notice of Sublessee's exercise of its right to terminate shall be given to Sublessor in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by Sublessee, or upon such later date as designated by Sublessee. All rentals paid to said termination date shall be earned and retained by Sublessor. Upon such termination, this Sublease shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, the Sublessee shall have no further obligations for the payment of rent to Sublessor.

It is expressly understood that this Sublease is under and subordinate to the Allynx Lease. Sublessee agrees to execute such reasonable subordination leases and estoppel certificates as Lessor may reasonably require from time to time, provided that such documents do not materially increase Sublessee's obligations under this Sublease or materially decrease Sublessee's rights under this Sublease.

4. Rent.

(a) Sublessee shall pay Sublessor, as Rent, 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.

(b) If this Sublease is terminated at a time other than on the last day of a month, Rent shall not be prorated.

5. Renewal.

(a) Sublessee shall have the right to extend this Sublease for four (4) additional five (5) year terms ("**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 increased by fifteen percent (15%) of the Rent paid over the preceding term. This Sublease shall automatically renew for each successive 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 term or any Renewal Term.

(b) If Sublessee shall remain in possession of the Premises at the Termination of this Sublease or any Renewal Term ("**Termination**"), such possession shall be deemed a month-to-month tenancy on the same terms and conditions of this Sublease, and terminable by either party upon thirty (30) days prior written notice to the other. 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. Except Sublessee's use of the Premises, as set forth in this Sublease, Sublessee shall not use or allow the use of the Premises in any way which materially interferes with the use of the Property by Sublessor, Lessor or any lessees or licensees of Sublessor or Lessor. Sublessee recognizes and agrees: nothing contained in this Sublease shall restrict Lessor in the exercise of Lessor's governmental function; Lessor intends to use the Property as a public park; and Lessor leases portions of the Property for use by other users including telecommunications providers (collectively "Exempted Uses"). The term "Exempted Uses" shall not include the use of the Property by a lessee or licensee that is a telecommunications company using radio frequencies other than those it is licensed to use by the FCC. Sublessee assumes the risks which relate to or may arise from Exempted Uses, regardless of whether foreseeable. Except for Exempted Uses Lessor or Sublessor shall not use, nor shall Lessor or Sublessor permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which materially interferes with Sublessee's use of the Premises as provided in this Sublease. In the event any such material interference from other than Exempted Uses does not cease promptly after written notice to Sublessor and Lessor, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the Sublessee 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 as provided in this Sublease.

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. The Tower shall remain the exclusive property of Lessor and Sublessor and the Antenna Facilities shall remain the exclusive property of Sublessee. Sublessee shall have the right to remove the Antenna Facilities 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 become the property of Sublessor if still not removed within thirty (30) days of Sublessee's receipt of written notice of failure to remove, and may be disposed of by Sublessor without restriction subject to the provisions of this Sublease for prior purchase money security interests. Notwithstanding the foregoing, if Sublessor does not consent or object in writing to any request for changes to the Antenna Facilities within fifteen (15) business days after receipt thereof, Sublessor's consent shall be deemed given.

(b) Sublessee, at its expense shall repair and restore to their substantially 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 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, Lessor 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 so long as such access does not materially interfere with Sublessee's operations.

(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 attach or locate any of the Antenna Facilities on the Premises until the engineering and architectural drawings showing the method of attachment, the loads and structural analysis, signed by a registered engineer or architect as the case may be, are submitted to and approved in writing by Sublessor and Lessor (which approval shall not be unreasonably conditioned, withheld or delayed). Under no circumstances shall Sublessee make or permit to occur any penetration of any roof, water, moisture or weather barrier.

(e) Sublessee shall have the right 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 accord with plans and specifications approved by Sublessor and Lessor in writing in advance. Sublessor hereby grants a license, until Termination (**“Utility License”**), 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 utility service to the Property without the prior written consent of the Sublessor and Lessor, which consent may be conditioned or withheld in the sole and absolute discretion of Sublessor or Lessor.

(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, 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 of this Sublease or any Renewal Term. Sublessee shall have 24-hours-a-day, 7-days-a-week access to the Premises during the term of this Sublease and any Renewal Term, subject to reasonable security rules and procedures established by Sublessor or Lessor 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 Lessor (which approval shall not be unreasonably conditioned, withheld or delayed).

(i) Sublessee shall not post any advertising or name identification on the Antenna Facilities and shall not advertise or promote its services at the Property. The foregoing shall not prohibit Sublessee for maintaining any notices or signs that are required by law.

(j) Sublessor shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the Federal Communications Commission. Sublessor shall indemnify and hold Sublessee harmless from any fines or other liabilities caused by Sublessor's failure to comply with these requirements.

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;

(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 as of the date of the damage or destruction, 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 to the extent they are the direct and sole result of Sublessee's use of the Premises and/or the installation, maintenance, and operation of the Sublessee's improvements, 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 to the extent

they arise directly and solely from the Sublessee's improvements and/or Sublessee's use of the Premises. 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 Premises or to the Property, resulting from any fire, or other casualty covered by standard fire insurance policies with extended coverage, 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:

T-Mobile USA, Inc.
12920 SE 38th St
Bellevue, WA 98006
Attn: Lease Compliance/PH35111A

If to Sublessor, to:

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

With a copy to:

Town of Prescott Valley
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; (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, including without limitation the Allynx Lease.

(b) Sublessor covenants that at all times during the Term of this Sublease and any Renewal 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 in whole or in part (including any rights to renew) or otherwise transfer this Sublease, upon written notice to Sublessor, to any person or business entity which: (i) is authorized pursuant to an FCC license to operate a wireless

communications business; (ii) is a parent, subsidiary, or affiliate of Sublessee or Sublessee's parent; (iii) is the successor or surviving entity resulting from a merger or other plan of reorganization with Sublessee; (iv) acquires more than fifty percent (50%) of either an ownership interest in Sublessee or the assets of Sublessee in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located; or (v) any entity or company whose primary business function is the management or operation of wireless communications real estate or leases, provided all of Sublessee's obligations under this Sublease are assumed in writing by such assignee. Upon any such assignment Sublessee shall be relieved of all liabilities and obligations hereunder and Sublessor shall look solely to the assignee for performance under this Sublease and all obligations hereunder. 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 Antenna Facilities, 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, which shall not be unreasonably withheld, conditioned or delayed, and Lessor and transfer in violation of this Section shall be void.

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 Lessor may, in the event of an emergency, limit or restrict access to the Premises only to the extent necessary.

(l) Lessor has the statutory right to terminate contracts. In the event of such termination of Sublessor's rights to the Premises, from and after the date of such termination Sublessor shall be released from this Sublease and, provided Lessor elects to continue the Sublease and succeed to Sublessor's interest in the Sublease, Sublessee shall attorn to Lessor and Lessor shall recognize Sublessee as its direct Sublessee according to all of the terms and conditions of this Sublease as if Lessor were the Sublessor under this Sublease and Sublessee's possession shall not be disturbed by Lessor or anyone claiming by or through Lessor except according to the terms of this Sublease. Sublessee shall continue paying rent to Sublessor until Sublessee receives written notice from Lessor.

(m) If Sublessor fails to perform any of its obligations under the Allynx Lease, Lessor 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, excluding the Premises, for other uses, including telecommunication uses.

Sublessee shall provide technical information regarding their Antenna Facilities to Sublessor, as reasonably necessary for Sublessor's determination of the suitability of and additional telecommunication users that wish to locate in the vicinity of Sublessee's Antenna Facilities. Any such information provided by Sublessee to Sublessor shall be kept by Sublessor in strict confidence and shall not be shared with any other parties without Sublessee's prior written consent, which may be withheld in its sole and absolute discretion. 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 any use made by any tenant of the Property at the Effective Date of this Sublease." All disputes under this Section shall be resolved between the competing interest 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 communication facilities, (b) the value of the unexpired Sublease term, or (c) to moving expenses 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 Premises, the Tower and the Property comply with all 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**”) as to its use immediately preceding the date of this Sublease. During this Sublease, Sublessee shall be responsible, at its cost and expense, for complying with all Laws with regard to the installation, use and operation of Sublessee’s Antenna Facilities and its use of the Premises. Except for as required specifically for Sublessee’s use of the Premises and the Antenna Facility, Sublessor will promptly comply with all Laws and will cause the Premises, the Tower and the Property to comply with all Laws at its sole cost and expense.

(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 agree 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 reasonable documentation deemed necessary to effectuate the transaction contemplated by this Sublease.

(t) Allynx Lease. Sublessor hereby agrees and covenants to timely satisfy all of its obligations under the Allynx Lease and to exercise its options to extend the lease term under the 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: (1) the Allynx Lease is in full force and effect and unmodified, and (2) 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. Notwithstanding anything to the contrary in this Lease, except for payment of Rent as provided in this Lease, in no event will either party be liable to the other party for, or indemnify the other party against, punitive, indirect, incidental, special or consequential damages, including, without limitation, loss of profits, income or business opportunities.

[SIGNATURES ON FOLLOWING PAGE]

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: _____

FID/SS#: 86-0973118

SUBLESSEE:

T-Mobile West LLC, a Delaware limited liability company

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

To the Site Sublease dated ____ day of _____, 2015, between Allynx Corporation, an Arizona corporation as Sublessor, and T-Mobile West LLC, a Delaware limited liability company, as Sublessee.

The location of the Premises (including easements) within the Property and the Premises is more particularly described and depicted as follows:

Lease Area Legal Description

LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12;
THENCE NORTH 81 DEGREES 12 MINUTES 14 SECONDS EAST, ALONG THE SOUTH LINE OF SECTION 12, A DISTANCE OF 2590.60 FEET;
THENCE NORTH 08 DEGREES 47 MINUTES 46 SECONDS WEST, A DISTANCE OF 490.95 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 05 DEGREES 40 MINUTES 42 SECONDS WEST, A DISTANCE OF 18.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS THAT BEARS NORTH 05 DEGREES 30 MINUTES 34 SECONDS WEST, A DISTANCE OF 799.19 FEET;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02 DEGREES 43 MINUTES 34 SECONDS, AN ARC LENGTH OF 38.01 FEET TO A POINT;
THENCE SOUTH 08 DEGREES 04 MINUTES 06 SECONDS EAST, A DISTANCE OF 18.00 FEET;
THENCE SOUTH 83 DEGREES 07 MINUTES 41 SECONDS WEST, A DISTANCE OF 38.76 FEET TO THE POINT OF BEGINNING;
RESERVING NONEXCLUSIVE RIGHT OF USE ACROSS LESSORS PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE, AND MAINTAIN A RADIO COMMUNICATION FACILITY FOR ITEMS SUCH AS, BUT NOT LIMITED TO INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT, AND UTILITIES.

Proposed Ingress / Egress

LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12;
THENCE NORTH 81 DEGREES 12 MINUTES 14 SECONDS EAST, ALONG THE SOUTH LINE OF SECTION 12, A DISTANCE OF 1294.12 FEET;

THENCE NORTH 07 DEGREES 39 MINUTES 26 SECONDS WEST, A DISTANCE OF 142.61 FEET TO THE POINT OF BEGINNING OF THE CENTER LINE OF A 12.00 FOOT WIDE INGRESS & EGRESS ACCESS EASEMENT, BEING 6.00 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:
THENCE NORTH 82 DEGREES 20 MINUTES 34 SECONDS EAST, A DISTANCE OF 57.36 FEET;

[SPACE ON TOWER?]

EXHIBIT A

Premises Location within the Property

Page 2 of 2

To the Site Sublease dated ____ day of _____, 2015, between Allynx Corporation, an Arizona corporation as Sublessor, and T-Mobile West LLC, a Delaware limited liability company, as Sublessee.

The location of the Premises (including easements) within the Property and the Premises is more particularly described and depicted as follows:

Proposed Power Easement

To the Site Sublease dated ____ day of _____, 2015, between Allynx Corporation, an Arizona corporation as Sublessor, and T-Mobile West LLC, a Delaware limited liability company, as Sublessee.

The location of the Premises (including easements) within the Property and the Premises is more particularly described and depicted as follows:

Proposed Telco

EXHIBIT B

Site Plan Page 1 of 3

To the Site Sublease dated ____ day of _____, 2015, between Allynx Corporation, an Arizona corporation, as Sublessor, and T-Mobile West LLC, a Delaware limited liability company, as Sublessee.

Site Plan and Antenna Facilities

The Premises comprises approximately _____ square feet of space and approximately _____ square feet of other space (or ground space) together with as much additional space as may be necessary for placement of conduit, lines and antennae; to initially contain equipment including, but not limited to, the below, as well as **DESCRIPTION OF TOWER SPACE?]:**

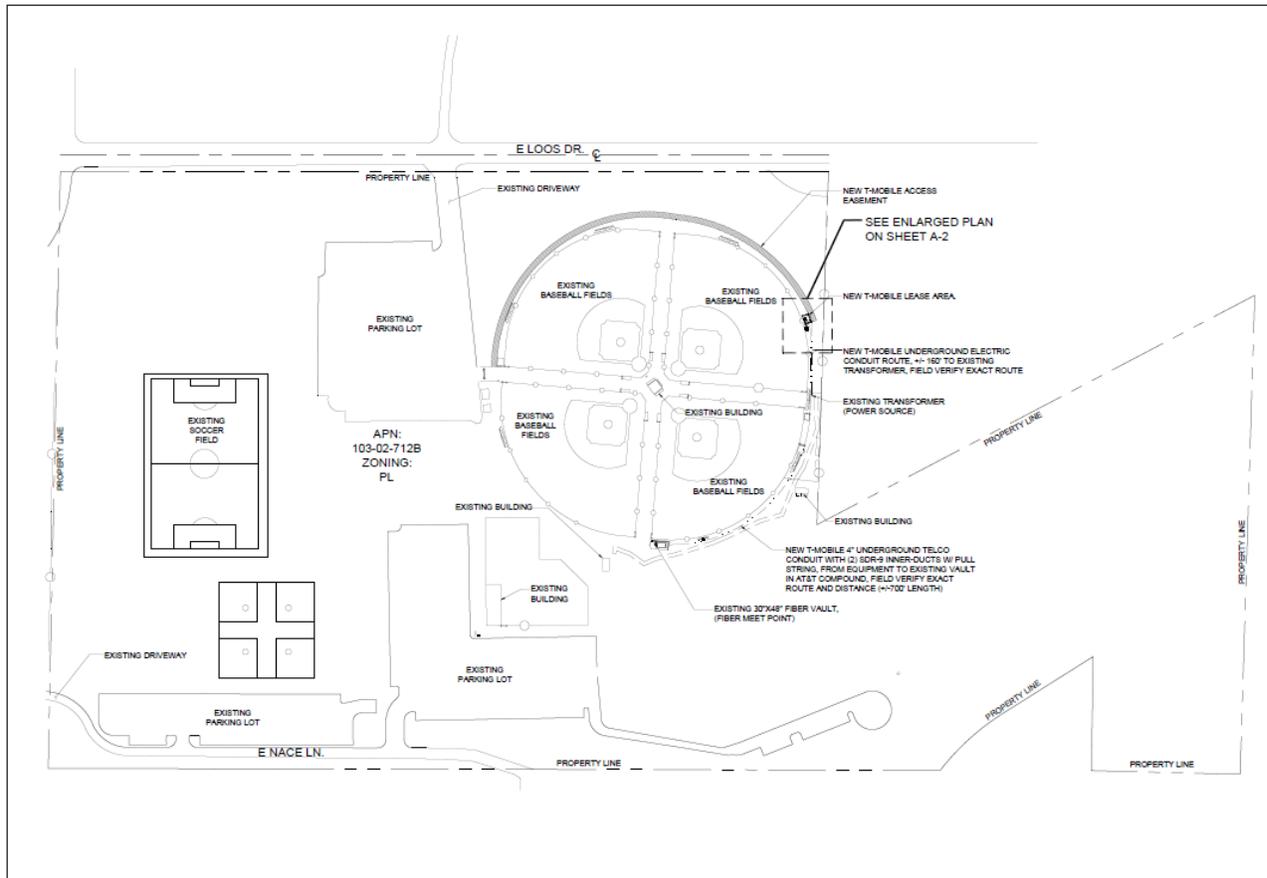


EXHIBIT B

Site Plan Page 2 of 3

To the Site Sublease dated ____ day of _____, 2015, between Allynx Corporation, an Arizona corporation, as Sublessor, and T-Mobile West LLC, a Delaware limited liability company, as Sublessee.

Site Plan and Antenna Facilities

The Premises comprises approximately ____ square feet of space and approximately ____ square feet of other space (or ground space) together with as much additional space as may be necessary for placement of conduit, lines and antennae; to initially contain equipment including, but not limited to, the below, and **[SPACE ON TOWER?]**:

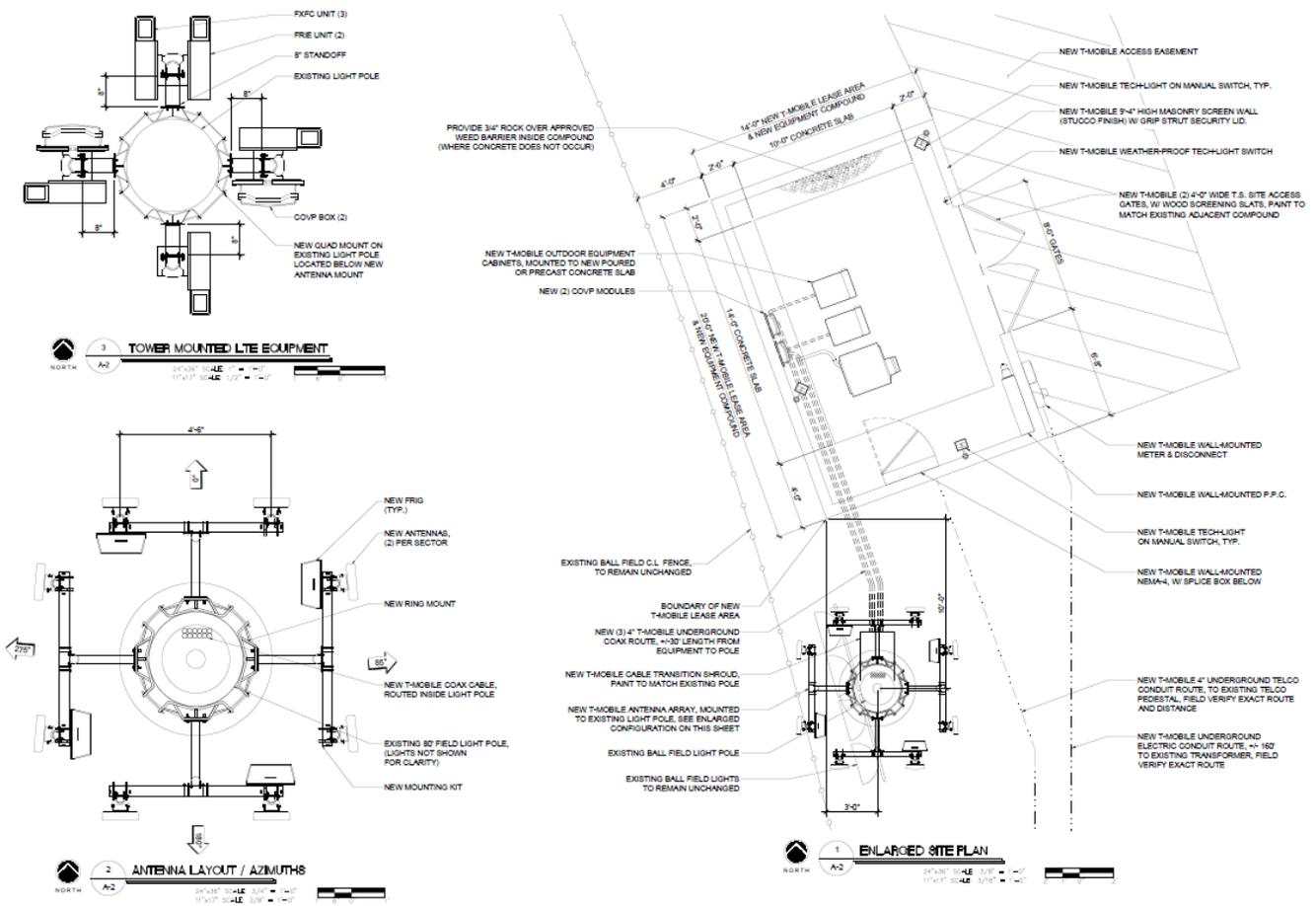


EXHIBIT B

Site Plan
Page 3 of 3

To the Site Sublease dated ____ day of _____, 2015, between Allynx Corporation, an Arizona corporation, as Sublessor, and T-Mobile West LLC, a Delaware limited liability company, as Sublessee.

Site Plan and Antenna Facilities

The Premises comprises approximately ____ square feet of space and approximately ____ square feet of other space (or ground space) together with as much additional space as may be necessary for placement of conduit, lines and antennae; to initially contain equipment including, but not limited to, the following:

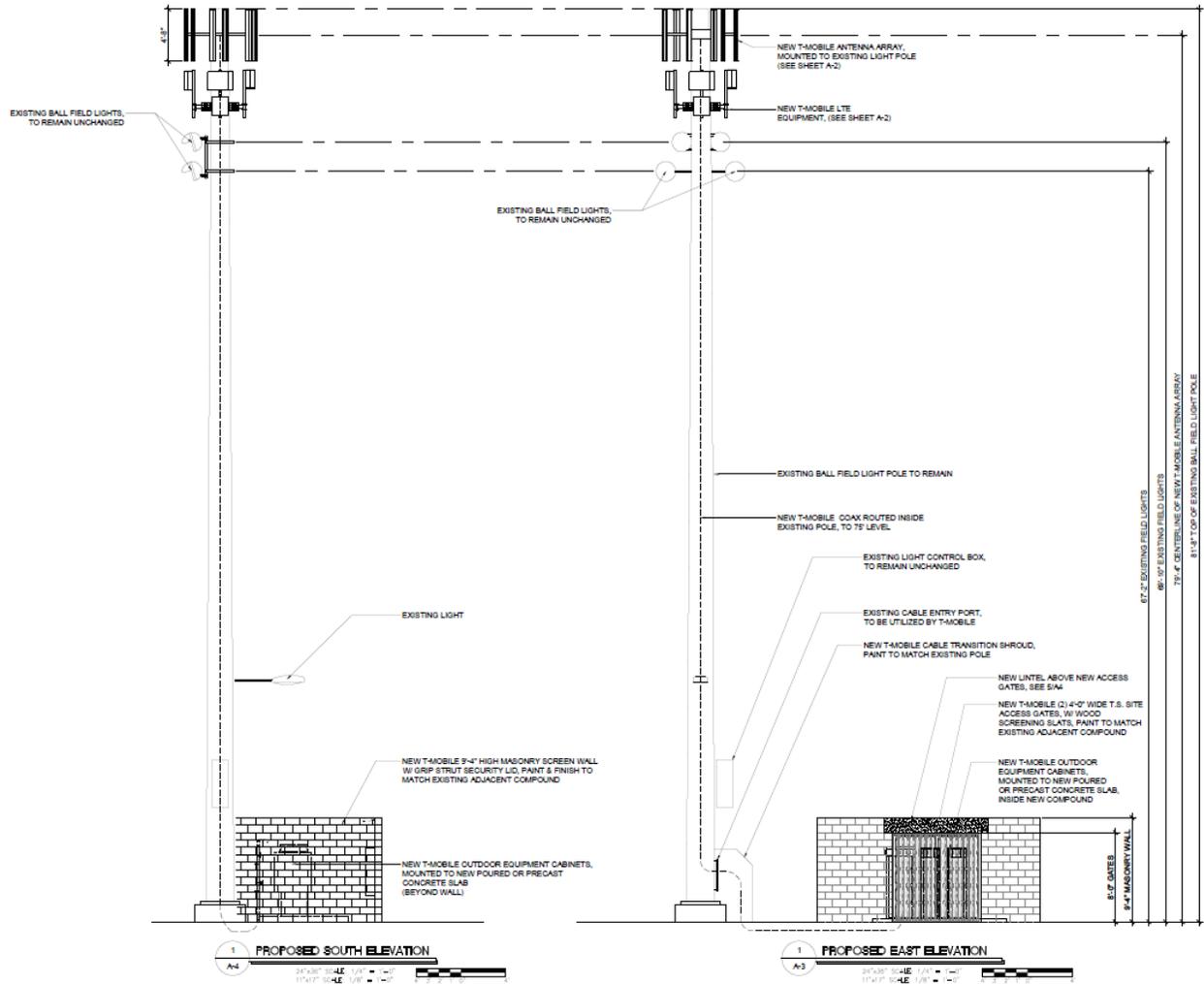


EXHIBIT C

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 T-Mobile West LLC, a Delaware limited liability company ("**Sublessee**"), whose mailing address is 12920 SE 38th Street, Bellevue, Washington, 98006

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

SUBLESSEE:

T-Mobile West LLC, a Delaware limited liability company

By: _____

Name: _____

Its: _____

Date: _____

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____, who identified himself as _____ of T-Mobile West LLC, a Delaware limited liability company, 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 T-Mobile West LLC, 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

Page 1 of 2

To the Site Sublease dated ____ day of _____, 2015, between Allynx Corporation, an Arizona corporation as Sublessor, and T-Mobile West LLC, a Delaware limited liability company, as Sublessee.

The location of the Premises (including easements) within the Property and the Premises is more particularly described and depicted as follows:

Lease Area Legal Description

LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12;

THENCE NORTH 81 DEGREES 12 MINUTES 14 SECONDS EAST, ALONG THE SOUTH LINE OF SECTION 12, A DISTANCE OF 2590.60 FEET;

THENCE NORTH 08 DEGREES 47 MINUTES 46 SECONDS WEST, A DISTANCE OF 490.95 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 05 DEGREES 40 MINUTES 42 SECONDS WEST, A DISTANCE OF 18.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS THAT BEARS NORTH 05 DEGREES 30 MINUTES 34 SECONDS WEST, A DISTANCE OF 799.19 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02 DEGREES 43 MINUTES 34 SECONDS, AN ARC LENGTH OF 38.01 FEET TO A POINT;

THENCE SOUTH 08 DEGREES 04 MINUTES 06 SECONDS EAST, A DISTANCE OF 18.00 FEET;

THENCE SOUTH 83 DEGREES 07 MINUTES 41 SECONDS WEST, A DISTANCE OF 38.76 FEET TO THE POINT OF BEGINNING;

RESERVING NONEXCLUSIVE RIGHT OF USE ACROSS LESSORS PROPERTY FOR NECESSARY APPURTENANCES TO CONSTRUCT, OPERATE, AND MAINTAIN A RADIO COMMUNICATION FACILITY FOR ITEMS SUCH AS, BUT NOT LIMITED TO INGRESS, EGRESS, PARKING, VEHICULAR MANEUVERING, EQUIPMENT, AND UTILITIES.

Proposed Ingress / Egress

LOCATED IN A PORTION OF THE SOUTH HALF OF SECTION 12, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12;

THENCE NORTH 81 DEGREES 12 MINUTES 14 SECONDS EAST, ALONG THE SOUTH LINE OF SECTION 12, A DISTANCE OF 1294.12 FEET;
THENCE NORTH 07 DEGREES 39 MINUTES 26 SECONDS WEST, A DISTANCE OF 142.61 FEET TO THE POINT OF BEGINNING OF THE CENTER LINE OF A 12.00 FOOT WIDE INGRESS & EGRESS ACCESS EASEMENT, BEING 6.00 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:
THENCE NORTH 82 DEGREES 20 MINUTES 34 SECONDS EAST, A DISTANCE OF 57.36 FEET;

EXHIBIT A to MEMORANDUM OF SUBLEASE

Legal Description of Property

Page 2 of 2

To the Site Sublease dated ____ day of _____, 201__, between Allynx Corporation, an Arizona corporation as Sublessor, and T-Mobile West LLC, a Delaware limited liability company, as Sublessee.

The location of the Premises (including easements) within the Property and the Premises is more particularly described and depicted as follows:

Proposed Power Easement

To the Site Sublease dated ____ day of _____, 2014, between Allynx Corporation, an Arizona corporation as Sublessor, and T-Mobile West LLC, a Delaware limited liability company, as Sublessee.

The location of the Premises (including easements) within the Property and the Premises is more particularly described and depicted as follows:

Proposed Telco

EXHIBIT D

COPY OF FULLY EXECUTED ALLYNX LEASE