

## License Agreement

This License Agreement is made this 14<sup>th</sup> day of December 2009, by and between Lockheed Martin Corporation (hereinafter called "Licensor"), and the Town of Prescott Valley (hereinafter called "Licensee"),

### WITNESSETH:

WHEREAS, Licensor and Licensee desire to enter into a license agreement to allow Licensee to use space at 9807 East Valley Road, Prescott Valley, Arizona for training:

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and consented to by Licensor and Licensee, Licensor and Licensee do hereby agree as follows:

1. Licensor hereby grants Licensee a license ("License") to occupy and use Classroom #1 in the building located at 9807 East Valley Road, Prescott Valley, Arizona and as identified on Exhibit A attached hereto (the "Premises") from 6:00 a.m. to 6:00 p.m. Monday thru Friday beginning November 4, 2009 and ending on October 1, 2010 (the "Term"). Notwithstanding the foregoing, Licensor can terminate this License at any time upon thirty (30) days notice. Licensee shall have the right to terminate this License at any time.
2. Licensor shall make the Premises available based on a weekly schedule provided by Licensee provided at least three (3) days in advance of the first day use of the Premises is requested.
3. During days when Licensee is conducting training, Licensee and its employees shall enter only through the entrance designated by Licensor and shall follow all procedures regarding access established by Licensor, including, but not limited to, the wearing of required badges. Licensee and its employees shall not leave the area designated for their use but Licensee and its employees may use the lockers located in the area and shall have the right to use the break room.
4. The Premises shall be used solely for the purposes of classroom training. Only fully licensed police officers shall carry any weapons into the building or on the property surrounding the building at any time.

5. All notices shall be by reputable overnight courier to the following addresses and deemed delivered upon receipt or refusal of delivery:

Licensee:

Town of Prescott Valley  
c/o Police Chief  
7601 E. Civic Circle  
Prescott Valley, AZ 86314

Licensor:

Lockheed Martin IS&GS  
9807 East Valley Road  
Prescott Valley, Arizona  
Attn: Facilities Manager

(legal notices only)

LMC Properties, Inc.  
100 S. Charles Street, Suite 1400  
Baltimore, Maryland 21201  
Attn: Lease Administration

8. To the extent permitted by law, Licensee shall indemnify and hold harmless Licensor for any claim, demand, action, penalty or fine arising from or related to Licensee's use and occupancy of the Premises and from any action by any employee, agent or contractor.

9. Licensee shall not bring on to the Premises any hazardous materials regulated under any federal, state or local statute or regulation.

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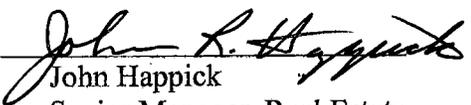
IN WITNESS WHEREOF, the parties hereto have executed this License Agreement the day and year first written above.

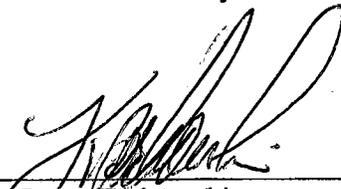
Licensor

Licensee

Lockheed Martin Corporation  
By: LMC Properties, Inc., Attorney-in-Fact  
Under Irrevocable Power of Attorney  
Effective January 1, 2009

Town of Prescott Valley

By:   
John Happick  
Senior Manager, Real Estate

By:   
Name: Larry Tarkowski  
Its: Town Manager

Landlord Consent

Prescott Valley Commercial Development Group, LLC

By:   
Name: Stephen M. Rutherford  
Its: President

**EXHIBIT A  
PREMISES**

