

Market: AZ/NM
Cell Site Number: PHNXAZPR17
Cell Site Name: Mountain Valley Park
Fixed Asset Number: 10145626

SITE SUBLEASE

THIS SITE SUBLEASE (this "Sublease") is effective this ___ day of _____, 201__ ("Effective Date"), between Allynx Corporation, an Arizona corporation, ("Sublessor"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("Sublessee").

1. Prime Lease and Sublease. The Town of Prescott Valley, an Arizona municipal corporation (the "Prime Lessor") as lessor, and Sublessor, as lessee, are parties to that certain Antenna Site Lease, dated _____, 201__ (the "Allynx Lease") pursuant to which Sublessor leases from Prime Lessor, the Premises, defined below. Sublessor hereby subleases to Sublessee (the "Sublease") the Premises for placement of Antenna Facilities (as defined below). The location and orientation of the Premises is generally described and depicted on attached Exhibit "A" (the "Premises"). The Premises comprise approximately 850 square feet of space together with as much additional space as may be necessary for placement of the "Antenna Facilities" as generally described and depicted on attached Exhibit "B," and as described in Sections 3 and 7 below. Concurrently with the execution and delivery of this Agreement, Prime Lessor, Sublessor and Sublessee shall execute and deliver a Non-Disturbance Agreement in a form reasonably acceptable to them.

2. Term. The initial term of this Sublease shall be five (5) years commencing on the Effective Date and terminating at Midnight on the last day of the month in which the fifth annual anniversary of the Effective Date shall have occurred.

3. Permitted Use. The Premises may be used by Sublessee for the transmission and reception of radio communication signals and for the construction, maintenance, upgrade, repair or replacement of related facilities, towers, antennae and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises. For a period of ninety (90) days following the start of construction, Sublessor grants Sublessee, its subtenants, licensees and sublicensees, the right to use such portions of Sublessor's contiguous, adjoining or surrounding property (the "Surrounding Property") as may reasonably be required during construction and installation of the Antenna Facilities. Sublessee has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Antenna Facilities within the Premises at any time during the term of this Agreement. Sublessee will be allowed to make such alterations to the Premises in order to insure that the Antenna Facilities comply with all applicable federal, state or local laws, rules or regulations. Sublessee recognizes and agrees that the Premises are owned by the the Prime Lessor and leased to Sublessor under the Allynx Lease. Nothing contained in this Sublease or the Allynx Lease shall restrict or prevent Prime Lessor from the full performance of all of its duties as a governmental entity. Sublessee shall obtain, at Sublessee's expense, all governmental approvals (which Lessor may withhold in the exercise of its governmental functions) and may (prior to or after the Effective Date) obtain a title report, zoning variances, conditional use permits, perform environmental and other surveys, soil tests, and other engineering procedures on, under and over the Premises, necessary to determine that Sublessee's use of the Premises will be compatible with Sublessee's engineering specifications,

system, design, operations and governmental approvals. Sublessor agrees to execute reasonable documents (at no cost to Sublessor), where required, for governmental approvals. If necessary, Sublessee may terminate this Sublease by written notice to Sublessor before the earlier of i) thirty (30) days after the Effective Date or (ii) installation of the Antenna Facilities if any title report, governmental approvals, environmental survey or soil tests regarding the Premises are reasonably unacceptable to Sublessee.

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 require from time to time.

4. Rent.

(a) Sublessee shall pay Sublessor, as Rent, One Thousand Five Hundred Dollars (\$1,500.00) per month ("Rent"). Rent shall be payable in advance beginning on the Effective Date for the remainder of the month in which the Effective Date falls, and thereafter will be payable monthly on or before the fifth (5th) 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. If the Effective Date does not fall on or before the fifth day of the month, then Rent for the period from the Effective Date to the last day of the month shall be prorated based on the actual number of days from the Effective Date to the last day of the month.

(b) If this Sublease is terminated at a time other than on the last day of a month, Rent shall be prorated as of the date of termination for any reason other than a default by Sublessee, and all prepaid Rent shall be refunded to Sublessee.

5. Renewal.

(a) Sublessee shall have the right to extend this Sublease for five (5) 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 shall be increased by ten percent (10%) of the Rent paid over the preceding term or Renewal Term.

(b) This Sublease shall automatically renew for each successive Renewal Term unless Sublessee shall notify Sublessor, in writing, of Sublessee's intention not to renew this Sublease, at least sixty (60) days prior to the expiration of the initial term or any Renewal Term.

(c) If Sublessee shall remain in possession of the Premises at the expiration or 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, except the Rent for such month-to-month term shall be one hundred fifteen percent (115%) 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 permit the use of the Premises in any way which interferes with the use of the property surrounding the Premises by Sublessor, Lessor, lessees or licensees of Sublessor or Lessor. Except as provided in this Sublease, Sublessor shall not use, nor shall Sublessor permit Lessor or Sublessor's lessees, licensees, employees, invitees or agents to use, any portion of the Premises in any way which interferes with Sublessee's use of the Premises. Such interference shall be deemed a material breach upon failure of a party, either Sublessor or Sublessee, ("Responsible Party"), to cause such interference to cease within twenty four (24) hours following receipt of written notice from the other party. In the event any such interference does not cease within the cure period described above, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right (i) to bring a court action to enjoin such interference or (ii) to terminate this Sublease immediately upon written notice; provided, however this Sublease shall not terminate if the Responsible Party

ceases all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. . In the event of interference with Sublessee's use including but not limited to, any use on the Premises or surrounding property that causes electronic or physical obstruction with, or material degradation of, the communications signals from the Premises by persons other than Lessor or Sublessor, Sublessee may prosecute an action to eliminate such interference in the name of Sublessor and Sublessor shall reasonably cooperate with Sublessee in prosecution of such action. Provided, Sublessee shall indemnify, hold harmless and defend Sublessor and Lessor from and against any loss, costs, expense or liability arising or resulting to Sublessor or Lessor from such action, to the extent not caused by Sublessor's or Lessors' negligence or wilfull misconduct.

7. Improvements; Utilities; Access.

(a) Sublessee shall have the right, at its expense, to erect and maintain the Antenna Facilities on the Premises. Sublessee shall have the right to replace or upgrade the Antenna Facilities at any time during the term of this Sublease and any Renewal Term Sublessee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. 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 one hundred twenty (120) days after Termination. Any personal property remaining on or about the Premises shall become the property of Sublessor and may be disposed of by Sublessor without restriction subject to the provisions of this Sublease for prior purchase money security interests.

(b) Sublessee, at its expense, may use reasonable means of restricting access to the Antenna Facilities; provided, Lessor shall have access to the Premises at all times for the purpose of maintaining, repairing and securing the ball field lights mounted on the monopole that supports the antennas and the electrical lines that serve those lights; provided, Prime Lessor shall provide Sublessee not less than five (5) business day's prior written notice of such work, and Sublessee shall be permitted to accompany, or have its contractors accompany, Sublessor during the performance of such work to avoid Prime Lessor interfering with the Antenna Facilities.

(c) 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. Provided, 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 Sublessor and Lessor (which approval shall not be unreasonably conditioned, withheld or delayed). Upon termination of this Sublease, the Premises shall be returned to Sublessor in its condition at the Effective Date, reasonable wear and tear excepted, with the above ground Antenna Facilities, with the exception of the monopole, which is to remain, removed and repaired (the "Removal"). In order to secure the timely Removal, concurrent with the payment of the first Rent payment payable under this Sublease, Sublessee, at Sublessee's cost, shall deposit with Sublessor the sum of Five Thousand Dollars (\$5,000) which may be retained by Sublessor, without interest, and not in a segregated account, and shall be refunded to Sublessee within ten (10) days after Removal is completed. If Removal is not timely completed by Sublessee as provided in this Sublease, Sublessor may, but shall not be required to, complete Removal, in which case the deposit shall be applied to the costs of Removal. Sublessee shall be liable to Sublessor for any costs incurred by Sublessor for Removal in excess of the deposit. With the exception of the monopole installed by the sublessee, all portions of the Antenna Facilities will be and remain Sublessee's personal property and, at Sublessee's option, may be removed by Sublessee at any time during the term or Renewal Term. Sublessor covenants and agrees that with the exception of the replacement monopole, no part of the Antenna Facilities constructed, erected or placed on the Premises by Sublessee will become, or be considered as being affixed to or a part of, the Premises, it being the specific intention of Sublessor that all improvements of every kind and nature constructed, erected or

placed by Sublessee on the Premises will be and remain the property of Sublessee and may be removed by Sublessee at any time during the term or any Renewal Term. Notwithstanding the foregoing, Sublessee will not be responsible for the replacement of any trees, shrubs or other vegetation other than that which might be damaged or destroyed during installation of utilities and/or construction of the facilities., nor will Sublessee be required to remove from the Premises any structural steel or any foundations or underground utilities.

(d) 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 the exhibits attached hereto. Sublessor hereby grants a license, until Termination, ("Utility License") to place electric and telephone utilities on, or to the Premises and to install necessary conduit and sleeving from the point of connection to the 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 Lessor's facilities, including existing ball field light poles, 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.

(e) 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 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 at all times 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 which shall not interfere with Sublessee's operations.

(f) 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.

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 thirty (30) days after 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 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) Upon ninety (90) days written notice by Sublessee and payment to Sublessor of a termination fee equal to the Rent due for the ninety (90) day period, if the Premises or the Antenna Facilities are or become unacceptable under Sublessee's design or engineering specifications, or for any other reason,; provided Rent shall cease to accrue after the effective date of Termination; or

(d) Sublessor will provide notice to Sublessee of any casualty or other harm affecting the Premises within forty-eight (48) hours of the casualty or other harm. If any part of the Antenna Facilities or Premises is damaged by casualty or other harm as to render the Premises unsuitable, in Sublessee's sole determination, then Sublessee may terminate this Agreement by providing written notice to Sublessor, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Sublessee will be entitled to collect all insurance proceeds payable to Sublessee on account thereof and to be reimbursed for any prepaid Rent on a prorata

basis. Sublessor agrees to permit Sublessee to place temporary transmission and reception facilities on the Premises, but only until such time as Sublessee is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Sublessor or Sublessee undertakes to rebuild or restore the Premises and/or the Antenna Facilities, as applicable, Sublessor agrees to permit Sublessee to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Antenna Facilities is completed. If Sublessor determines not to rebuild or restore the Premises, Sublessor will notify Sublessee of such determination within thirty (30) days after the casualty or other harm. If Sublessor does not so notify Sublessee, then Sublessor will promptly rebuild or restore the Premises to substantially the same condition as existed before the casualty or other harm. Sublessor agrees that the Rent shall be abated until the Premises are rebuilt or restored, unless Sublessee places temporary transmission and reception facilities on the Premises.

9. Taxes. Sublessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to the Antenna Facilities. Sublessor shall pay when due all increases in real property taxes resulting from the Antenna Facilities,. In the event that Sublessor fails to pay said real property taxes, then Sublessee shall have the right but not the obligation to pay said taxes and deduct them from Rent amounts due under this Sublease.

10. Insurance and Subrogation. During the Term and any Renewal Terms, Sublessee will carry, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage. Sublessee's CGL insurance shall contain a provision including Prime Lessor and Sublessor as an additional insured to the extent of the indemnity provided by Sublessee under this Agreement. Notwithstanding the foregoing, Sublessee shall have the right to self-insure against the risks for which Sublessee is required to insure against in the Section. In the event Sublessee elects to self-insure its obligation to include Sublessor as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Sublessor shall promptly and no later than seven (7) days after notice thereof provide Sublessee with written notice of any claim, demand, lawsuit or the like for which it seeks coverage pursuant to this Section and provide Sublessee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit or the like; (2) Sublessor shall not settle any such claim, demand, lawsuit or the like without the prior written consent of Sublessee; (3) Sublessor shall fully cooperate with Sublessee in the defense of the claim, demand, lawsuit or the like; (4) Sublessee's self-insurance obligation for Sublessor shall not extend to claims for punitive damages, exemplary damages, or gross negligence; and (5) such obligation shall not apply when the claim or liability arises from the negligent or intentional act or omission of Sublessor, its employees, agents, or independent contractors.

11. Hold Harmless. Sublessee agrees to hold Sublessor and Lessor harmless from claims arising from the installation, use, maintenance, repair or Removal of the Antenna Facilities, except for claims arising from the negligence or intentional act or intentional omission of Sublessor or Lessor, their employees, agents or contractors. Sublessor agrees to hold Sublessee harmless from claims arising from the actions or failure to act of Sublessor, its employees or agents, or Sublessor's breach of any provision of this Agreement its interference Antenna Facilities.

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:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: PHNXAZPR17; Cell Site Name: Mountain Valley Park (AZ)
Fixed Asset No.: 10145626
12555 Cingular Way, Suite 1300
Alpharetta, Georgia 30004

With the required copy of legal notice sent to Sublessee at the address above, a copy to the Legal Department:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site#: PHNXAZPR17; Mountain Valley Park (AZ)
Fixed Asset No.: 10145626
PO Box 97061
Redmond WA 98073-9761

Or, if sent via nationally recognized overnight carrier:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Re: Cell Site#: PHNXAZPR17; Cell Site Name: Mountain Valley Park (AZ)
Fixed Asset No.: 10145626
16331 NE 72nd Way
Redmond, WA 98052-7827

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.

(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 is authorized to enter into this Sublease and the person signing this Sublease on behalf of the Sublessee is duly authorized to sign.

14. Environmental Laws.

(a) Sublessee represents, warrants and agrees that it will conduct its activities on the Premises in compliance with all applicable environmental laws and regulations applicable to the installation, use or maintenance of the Antenna Facilities and will not introduce or permit to be introduced on to the Premises any substance which, if not properly contained or used, could subject Sublessor or Lessor to the obligation to clean up or mitigate any environmental condition. If, at any time, a governmental agency having jurisdiction over the maintenance or use of the Antenna Facilities determines that the Antenna Facilities present a risk of hazard to people, the offending portions of the Antenna Facilities or their use shall be immediately discontinued until such risk of hazard is corrected or eliminated.

(b) Sublessor represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of Hazardous Substances (as both are defined in attached Exhibit "D") as of the date of this Sublease.

(c) Sublessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any Environmental Laws or common law, of all spills or other releases of Hazardous Substances, not caused by Sublessee, that have occurred or which may occur on the Property.

(d) Sublessee agrees to defend, indemnify and hold Sublessor harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Sublessor may suffer due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substances to other properties or release into the environment arising solely from Sublessee's activities on the Property.

(e) Sublessor agrees to defend, indemnify and hold Sublessee harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys' fees that Sublessee may suffer due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substances to other properties or released into the environment, that relate to or arise from Sublessor's activities during this Sublease and from all activities on the Property prior to the commencement of this Sublease.

(f) The indemnifications in this Section specifically include without limitation costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

15. Assignment and Sub-Subleasing.

(a) Sublessee may assign this Sublease upon written notice to Sublessor to a purchaser of substantially all of Sublessee's assets in the Prescott Valley, Arizona area. Upon 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. Sublessee may not sub-lease the Premises.

(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 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. Sublessor may require a fee of up to \$250.00 for and as a condition to granting its consent. 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.

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 substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after 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) The persons who have executed this Sublease represent and warrant that they are duly authorized to execute this Sublease in their individual or representative capacity as indicated.

(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) This Sublease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Any dispute between the parties hereunder or under the transaction of which this document forms a part shall be determined by binding and final arbitration according to the Rules for Commercial Arbitration of the American Arbitration Association, at Phoenix, Arizona and the award of the arbitrator(s) shall be enforced by a court of general jurisdiction as a final, non-appealable judgment of that court. Provided, however, if a court action is necessary to obtain relief which can only be granted by a court, all factual determinations, before or after commencement of a court proceeding, shall be made by the arbitrator, as provided in this Section, and such determinations shall be filed in the court as binding stipulations of fact of the parties. In all such proceedings, the substantially prevailing party shall recover its attorneys fees and costs.

(k) If at any time after the date of this Agreement, Sublessor receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement (“Rental Stream Offer”), Sublessor shall immediately furnish Sublessee with a copy of the Rental Stream Offer.

(l) Sublessor agrees to provide Sublessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Sublessee.

(m) Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Sublessee and Sublessor each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(n) Each party, to the extent permitted by law, knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or proceeding under any theory of liability arising out of or in any way connected with this Agreement or the transactions it contemplates.

(o) Sublessee acknowledges and agrees Sublessor intends to sublease other parts of the property adjacent to the Premises for other uses, including telecommunication uses. Sublessee shall, within ten (10) business days of any request by Sublessor, provide all technical information necessary for other Sublessees to determine suitability of the property adjacent to the premises for their purposes and to locate and operate their facilities.

[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: _____
Print Name: _____
Its: _____

FID/SS#: 86-0640987

SUBLEESSEE: New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
FID/SS#: _____

EXHIBIT A

Premises Location within the Property Page 1 of 3

To the Site Sublease dated ____ day of _____, 201____, between Allynx Corporation, an Arizona corporation as Sublessor, and New Cingular Wireless PCS 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

Premises Location within the Property Page 2 of 3

To the Site Sublease dated ____ day of _____, 201____, between Allynx Corporation, an Arizona corporation as Sublessor, and New Cingular Wireless PCS 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 Ingress / Egress continued

THENCE SOUTH 52 DEGREES 39 MINUTES 26 SECONDS EAST, A DISTANCE OF 162.88 FEET;

THENCE NORTH 81 DEGREES 12 MINUTES 14 SECONDS EAST, A DISTANCE OF 879.82 FEET TO A POINT DESCRIBED AS POINT "A";

THENCE, CONTINUING NORTH 81 DEGREES 12 MINUTES 14 SECONDS EAST, A DISTANCE OF 170.66 FEET;

THENCE NORTH 08 DEGREES 47 MINUTES 46 SECONDS WEST, A DISTANCE OF 273.58 FEET;

THENCE NORTH 52 DEGREES 39 MINUTES 26 SECONDS WEST, A DISTANCE OF 50.99 FEET;

THENCE NORTH 08 DEGREES 47 MINUTES 46 SECONDS WEST, A DISTANCE OF 138.84 FEET;

THENCE NORTH 80 DEGREES 21 MINUTES 00 SECONDS EAST, A DISTANCE OF 62.24 FEET;

THENCE NORTH 52 DEGREES 32 MINUTES 32 SECONDS WEST, A DISTANCE OF 56.05 FEET TO THE POINT OF TERMINUS OF SAID CENTER LINE OF 12.00 FOOT WIDE INGRESS & EGRESS ACCESS EASEMENT;

ALSO BEGINNING AT AFORESAID POINT "A";

THENCE SOUTH 08 DEGREES 47 MINUTES 46 SECONDS EAST, A DISTANCE OF 24.00 FEET TO THE POINT OF TERMINUS OF SAID CENTER LINE OF 12.00 FOOT WIDE INGRESS & EGRESS ACCESS EASEMENT.

Proposed Power Easement

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 2507.94 FEET;

THENCE NORTH 08 DEGREES 47 MINUTES 46 SECONDS WEST, A DISTANCE OF 485.45 FEET TO THE POINT OF BEGINNING OF THE CENTER LINE OF A 6.00 FOOT WIDE POWER EASEMENT, BEING 3.00 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

THENCE NORTH 08 DEGREES 47 MINUTES 46 SECONDS WEST, A DISTANCE OF 18.10 FEET;

THENCE NORTH 81 DEGREES 15 MINUTES 56 SECONDS EAST, A DISTANCE OF 85.92 FEET TO THE POINT OF TERMINUS OF SAID CENTER LINE OF 6.00 FOOT WIDE POWER EASEMENT.

EXHIBIT A

Premises Location within the Property Page 3 of 3

To the Site Sublease dated ____ day of _____, 201__, between Allynx Corporation, an Arizona corporation as Sublessor, and New Cingular Wireless PCS 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

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 2225.71 FEET;

THENCE NORTH 08 DEGREES 47 MINUTES 46 SECONDS WEST, A DISTANCE OF 291.29 FEET TO THE POINT OF BEGINNING OF THE CENTER LINE OF A 6.00 FOOT WIDE TELCO EASEMENT, BEING 3.00 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

THENCE SOUTH 08 DEGREES 47 MINUTES 46 SECONDS EAST, A DISTANCE OF 22.74 FEET;

THENCE NORTH 81 DEGREES 12 MINUTES 14 SECONDS EAST, A DISTANCE OF 253.64 FEET;

THENCE NORTH 08 DEGREES 47 MINUTES 46 SECONDS WEST, A DISTANCE OF 207.59 FEET;

THENCE NORTH 80 DEGREES 21 MINUTES 00 SECONDS EAST, A DISTANCE OF 64.45 FEET;

THENCE NORTH 52 DEGREES 32 MINUTES 32 SECONDS EAST, A DISTANCE OF 57.17 FEET TO THE POINT OF TERMINUS OF SAID CENTER LINE OF 6.00 FOOT WIDE TELCO EASEMENT.

EXHIBIT B

Site Plan Page 1 of 2

To the Site Sublease dated ____ day of _____, 20__, between Allynx Corporation, an Arizona corporation, as Sublessor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Sublessee.

Site Plan and Equipment

The Premises comprises approximately 700 square feet of space and approximately 150 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:

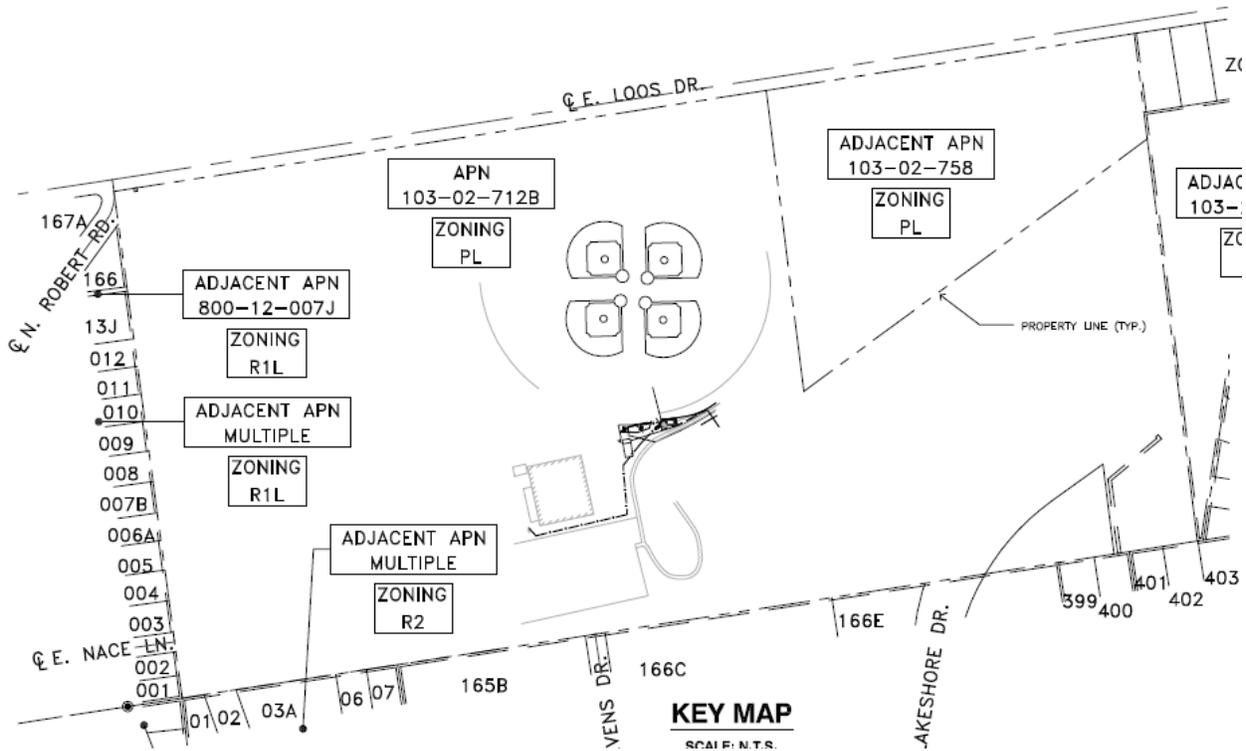


EXHIBIT C

Memorandum of Sublease

After recording, please return to:

Richard Q. Nye
Richard Q. Nye, Ltd
4201 N. 24th St., Suite 100
Phoenix, AZ 85016
602-712-9900

Space Above This Line For Recorder's Use

Market: AZ / NM
Site Number: PHNXAZPR17
Site Name: Mountain Valley Park (AZ)

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 New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Sublessee"), whose mailing address is 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004.

Date of Sublease: _____, 201

Description of Demised Premises: See Exhibit "A" attached hereto.

Initial Term: Five (5) years commencing on _____, 201.

Renewal Terms: Five (5) 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.

SIGNATURES APPEAR ON NEXT PAGE

SUBLESSOR: Allynx Corporation, an Arizona corporation

By: _____
Print Name: _____
Its: _____

FID/SS#: 86-0640987

SUBLEESSEE: New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
FID/SS#: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On this _____ day of _____, 201__, before me personally appeared Richard Q. Nye, known to me to be the Manager of Allynx Corporation, an Arizona corporation, who executed the within and foregoing instrument, and acknowledged the said instrument to be _____ free and voluntary act and deed on behalf of said _____ for the uses and purposes therein mentioned, and on oath, stated that _____ 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

STATE OF ARIZONA)
)ss:
COUNTY OF MARICOPA)

On this _____ day of _____, 201__, before me personally appeared _____, known to me to be the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

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
Page 1 of 3

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:
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EXHIBIT A to MEMORANDUM OF SUBLEASE

Legal Description
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THENCE, CONTINUING NORTH 81 DEGREES 12 MINUTES 14 SECONDS EAST, A DISTANCE OF 170.66 FEET;

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EXHIBIT A to MEMORANDUM OF SUBLEASE

Legal Description
Page 3 of 3

Proposed Telco

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EXHIBIT "D"

Environmental Laws

To the Site Sublease dated ____ day of _____, 20__, between Allynx Corporation, an Arizona corporation, as Sublessor, and _New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Sublessee.

As used in this Sublease, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., the Clean Air Act, 42 U.S.C. §7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §2701, et seq., the Hazardous Materials Transportation Act, 49 U. S. C. §1801 et seq., the Safe Drinking Water Act, 42 U.S.C. §300f et seq., and state laws, or any other comparable local, state or federal statute or ordinance pertaining to the environment or natural resources and all regulations pertaining thereto.

As used in this Sublease, "Hazardous Substance" means any hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their byproducts.