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SITE SUBLEASE

Volcano

THIS SITE SUBLEASE (this "**Sublease**") is dated for reference _____, 2026 (the "**Effective Date**"), and is entered into between Allynx Corporation, an Arizona corporation ("**Sublessor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Sublessee**"). Sublessor and Sublessee shall each be referred to herein as a "**Party**" or collectively, as the "**Parties.**"

WHEREAS, Sublessor is the Lessee of that certain plot, parcel or tract of land, as described on Exhibit A together with all rights and privileges arising in connection therewith, located at 8475 E. Laredo Drive, Prescott Valley, Arizona 86314, and Sublessor desires to grant to Sublessee the right to use a portion of the Property in accordance with this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Sublease. Effective on the latter of the signatures of the Parties on this Sublease ("**Effective Date**"), Sublessor hereby subleases to Sublessee, for the Permitted Use described in Section 3 below, a portion of the **Property**, such portion being described on Exhibit B (the "**Premises**").

2. Term. The initial term of this Sublease shall be sixty (60) months ("**Initial Term**") commencing upon the Commencement Date (as defined herein). The Sublease shall commence on the earlier of the first day of the month after Sublessee commences construction of any portion of the Antenna Facilities, or (ii) on the first day of the month following the date that is Eighteen (18) months following the Effective Date, whichever occurs first ("**Commencement Date**"). In the event the date of commencing construction of the Antenna Facilities is determinative and such date falls between the 1st and 15th of the month, the Initial Term shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Initial Term shall commence on the 1st day of the following month. Sublessor and

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Sublessee agree that it shall give notice in writing the Commencement Date in the event the Commencement Date is based upon the date Sublessee commences installation of the Antenna Facilities on the Premises. In the event the Commencement Date is the fixed date set forth above, there shall be no written acknowledgement required.

3. Permitted Use. The Premises are located adjacent to land subleased to Verizon Wireless (VAW) LLC ("**Verizon**") on which exists a tower structure ("**Tower**"). It is intended Sublessee will use the Premises in connection with the Tower. The Premises may be used by Sublessee for its construction, maintenance, repair and operation of a communications facility, the transmission and reception of communication signals and for construction, maintenance, repair or replacement of communications fixtures and related equipment, cables, accessories and improvements, which may include antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively "**Antenna Facilities**"). Sublessee recognizes and agrees that the Property is owned by the Town of Prescott Valley ("**Town**") and leased to Sublessor under that certain Antenna Site Lease effective as of the Effective Date (**"Allynx Lease"**) a true and accurate copy of which is attached hereto as Exhibit C. Nothing contained in this Sublease or the Allynx Lease shall restrict or prevent the Town from the full performance of all of its duties as a governmental entity. So long as Sublessee has obtained all applicable Governmental Approvals (as defined below) and is in compliance with same (including but not limited to the ordinances of the Town), Sublessee shall have the right, at its sole cost and expense, without the prior consent of the Town or Sublessor, to replace, repair, upgrade or otherwise modify the Antenna Facilities or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto. It is understood and agreed that Sublessee's ability to use the Premises is contingent upon its obtaining, after the Effective Date, all of the certificates, permits and other approvals that may be required by any Federal, State, County or Town authorities (collectively the **"Governmental Approvals"**), as well as satisfactory soil boring tests which will permit Sublessee's 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

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approvals and shall take no action which would adversely affect the status of the Premises with respect to the proposed use thereof by Sublessee. In the event that: (i) any application for Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to Sublessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority; (iii) Sublessee determines that such Governmental Approvals may not be obtained in a timely manner; (iv) Sublessee determines that any soil boring tests are unsatisfactory; (v) Sublessee determines that the Premises is no longer technically compatible for its use; (vi) Sublessee, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes; or (vii) Sublessee loses the ability to utilize the Tower, then Sublessee shall have the right to terminate this Sublease. Notice of Sublessee's exercise of its right to terminate ("**Termination Notice**") shall be given to Sublessor in writing by certified mail, return receipt requested, and shall be effective on the later of: (i) the last day of the third (3rd) month following the month of mailing of such notice by Sublessee; or (ii) the last day of such later month as designated by Sublessee in the Termination Notice ("**Termination Date**"). From and after the Termination Date, Sublessee's obligation to pay Rent under this Sublease shall terminate and the Parties shall have only those duties stated herein to survive termination.

It is expressly understood that this Sublease is subordinate to the Allynx Lease.

4. Consideration.

(a) For the duration of the Initial Term, Sublessee shall pay Sublessor as rent, the amount of One Thousand Four Hundred and No/100 Dollars ($1,400.00) per month (**"Rent"**). Rent shall be payable monthly in advance, 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; provided that the initial Rent payment commencing on the Commencement Date shall not actually be due to Sublessor from Sublessee until sixty (60) days after the Commencement Date. For the purpose of this Sublease, all references to **"month"** shall be deemed to refer to a calendar month.

(b) Within sixty (60) days after the full execution of this Sublease by both Parties, Sublessee shall pay to Sublessor for the payment by Sublessor to the Town, the sum of Fifteen Thousand and No/100 Dollars ($15,000.00).

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(c) As a condition precedent to any payments due under this Sublease, Sublessor agrees to provide Sublessee with a completed IRS Form W-9, or its equivalent, upon execution of this Sublease and at such other times as may be reasonably requested by Sublessee, including any change in Sublessor's name or address.

5. Renewal.

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

(b) If Sublessee shall remain in possession of the Premises at the expiration or earlier termination of this Sublease, such possession shall be deemed a month-to-month tenancy ("**Holdover Tenancy**") on the same terms and conditions of this Sublease. Either Party may terminate the Holdover Tenancy by giving thirty (30) days prior written notice to the other, in which case the Holdover Tenancy shall thereupon terminate on the last day of the month following the month in which the notice is given. Rent for each month of the Holdover Tenancy shall be one hundred twenty-five percent (125%) of Rent payable in the last month of the Term.

6. Interference. Subject to Sublessee's right to use the Premises as set forth in this Sublease, Sublessee shall not otherwise use or affirmatively allow the use of the Premises in any way which materially interferes with the existing use of the Property by Sublessor, the Town or any existing lessees or licensees of Sublessor or the Town as of the Effective Date. Sublessee recognizes and agrees the Town intends to use the property immediately surrounding the Premises for its municipal purposes and Sublessee assumes the risks which relate to or may arise from such use, regardless of whether foreseeable. Except as provided in the immediately preceding sentence and this Sublease, the Town or Sublessor shall not use, nor shall the Town or

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Sublessor permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which materially adversely interferes with Sublessee's use of the Premises. In the event any such interference does not cease within forty-eight (48) hours after written notice to Sublessor, the Parties acknowledge that continuing interference is an event of default which may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, (i) to bring a court action to enjoin such interference, or (ii) to terminate this Sublease immediately upon written notice to Sublessor.

7. Improvements; Utilities; Access.

(a) Sublessee shall cause all construction and activities on the Premises or the Property to occur lien-free and in compliance with all applicable laws and ordinances. Except for the Antenna Facilities and any utility facilities installed by Sublessee or a servicing utility company located within the Utilities Right of Way described on Exhibit B, all improvements on the Property shall remain the exclusive property of the Town subject to this Sublease. Sublessee shall have the right to remove the Antenna Facilities and all improvements constructed or installed by Sublessee at any time during this Sublease. Sublessee shall remove the Antenna Facilities, no later than ninety (90) days after termination of this Sublease. Any personal property remaining on or about the Premises after such ninety (90) day period shall be deemed abandoned by Sublessee and may be disposed of by Sublessor without restriction, subject to the provisions of this Sublease for prior perfected purchase money security interests, and provided that Sublessee shall reimburse and the Sublessor and the Town from any cost or expense of removing or disposing of such items. Notwithstanding anything to the contrary contained in this Sublease, Sublessee shall have no obligation to remove or pay for the removal of any foundations more than three feet (3') below grade or underground utilities. The provisions of this Sub-Section shall survive termination of this Sublease.

(b) Sublessee, at its expense, shall repair and restore to their original condition, with the same kind and quality materials and even with the original grade and surfaces (reasonable wear and tear and damage from the elements excepted), damage to the Premises or the Property

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caused by Sublessee in the installation, maintenance, use or removal of its Antenna Facilities. The provisions of this Sub-Section shall survive termination of this Sublease.

(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, Sublessor shall have reasonable access to the Premises for the purpose of maintaining, repairing and securing its operations and facilities of which the Premises is a part under the following conditions: (i) the Sublessor shall provide forty-eight (48) hours prior written notice prior to any proposed access to the Premises; (ii) Sublessee shall have the right to have a representative present for any access to the Premises; (iii) neither the Town nor Sublessor shall be permitted to touch, tamper with or alter any of the Antenna Facilities; (iv) Sublessor and/or Town, as the case may be, shall be responsible for any damage caused to the Antenna Facilities resulting from any access to the Premises by the Town or Sublessor; and (v) any access by the Town or Sublessor shall not materially interfere with Sublessee's operations. Notwithstanding the foregoing, in the case of an emergency (which, as used herein, is an imminent and immediate threat to the public's safety and welfare), subsections (i), (ii) and (iii) may not apply. Sublessor acknowledges and agrees on behalf of itself and Town that Sublessee provides emergency communications services for first responders, and therefore Sublessor shall use best efforts not to allow or cause any interference with or disruption to Sublessee's use and operation of the Antenna Facilities.

(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 and damage by the elements excepted. Sublessee shall not install any of the Antenna Facilities on the Premises until all required Governmental Approvals are obtained. Sublessor will maintain and repair the Property and access thereto, and all areas of the Premises where Sublessee does not have exclusive control, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

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(e) Sublessee shall have the right, subject to and in accordance with required Governmental Approvals, to install utilities, at Sublessee's expense, and to improve the present utilities on the Premises (including, but not limited to the installation of emergency power generators) in accordance with plans and specifications approved by Sublessor and the Town in writing in advance, which approval shall not be unreasonably withheld, delayed or conditioned; provided that all plans and specifications attached to this Sublease at Exhibit B and Exhibit D are deemed approved by Sublessor and Town. Sublessor hereby grants Sublessee and/or the servicing utility company use of the Utilities Right of Way, until termination, subject to and in accordance with required Governmental Approvals, to place electric, fiber, and telephone utilities to the Antenna Facilities, and to install necessary conduit and sleeving from the electrical transformers and the fiber and telephone demarcation points to the point of connection within the Property, in order to service 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 existing utility service to the Property without the prior written consent of the Sublessor and the Town, which consent shall not be unreasonably conditioned, delayed or withheld.

(f) As partial consideration for Rent paid under this Sublease, Sublessor hereby grants Sublessee and Sublessee's agents, employees and contractors, the an easement for ingress, egress, and access from a public right of way to and from the Premises and Utilities Right of Way, by service road only and not through the pedestrian main gate, adequate to install, maintain and remove power, fiber and telephone service cables, conduit and ancillary equipment, and to service the Premises and the Antenna Facilities at all times during the Term (the "**Access Right of Way**"). Sublessee shall have 24-hours-a-day, 7-days-a-week access to Antenna Facilities during the Term, subject to reasonable security rules and procedures established by Sublessor or the Town from time to time. If Sublessee elects to utilize an Unmanned Aircraft System ("UAS") in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Sublessor hereby grants Sublessee, or any UAS operator acting on Sublessee's behalf, express permission to fly over the

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applicable Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS.

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

(h) No portion of the Antenna Facilities which is visible from any point outside of the Property, shall be installed or its appearance modified without the prior written approval of Sublessor and the Town (which approval shall not be unreasonably conditioned, withheld or delayed beyond ten (10) days). After Sublessor's or Town's (i) failure to respond in writing to Sublessee's proposed Plans within ten (10) days of their receipt; or (ii) failure to provide a written response within five (5) days of receipt of Plans revised by Sublessee after comment from Sublessor in accordance with this Sub-Section, the plans will be deemed approved.

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

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

(a) By written notice to Sublessee if Sublessee fails to pay Rent within twenty (20) days after receipt of written notice to Sublessee that any payment of Rent is due and unpaid;

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

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

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(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.

(a) Sublessee shall have the responsibility to pay any taxes, assessments, or charges attributable to and levied upon Sublessee's leasehold improvements on the Premises, and any sales tax which may arise from a transfer of any of the Antenna Facilities. 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 or rental taxes in connection with any rents Sublessor receives, and the Premises, the Property and otherwise. Except as set forth in this Paragraph, Sublessor shall have the responsibility to pay all personal property and real estate taxes, assessments, and charges owed on its leasehold and/or ownership interests in the Property, the Premises, and improvements thereon, and shall do so prior to the imposition of any lien on the Property.

(b) 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.

(c) In the event Sublessor receives a notice of assessment with respect to which taxes or assessments are imposed on Sublessee's leasehold improvements on the Premises, Sublessor

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shall provide Sublessee with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Sublessor does not provide such notice or notices to Sublessee in a timely manner and Sublessee's rights with respect to such taxes are prejudiced by the delay, Sublessor shall reimburse Sublessee for any increased costs directly resulting from the delay. If Sublessor provides a notice of assessment to Sublessee within such time period and requests reimbursement from Sublessee as set forth below, then Sublessee shall reimburse Sublessor for the tax or assessments identified on the notice of assessment on Sublessee's leasehold improvements, which has been paid by Sublessor. If Sublessor seeks reimbursement from Sublessee, Sublessor shall, no later than thirty (30) days after Sublessor's payment of the taxes or assessments for the assessed tax year, provide Sublessee with written notice including evidence that Sublessor has timely paid same, and Sublessor shall provide to Sublessee any other documentation reasonably requested by Sublessee to allow Sublessee to evaluate the payment and to reimburse Sublessor.

(d) Sublessee shall have the right but not the obligation to pay any taxes due by Sublessor hereunder if Sublessor fails to timely do so, in addition to any other rights or remedies of Sublessee. In the event that Sublessee exercises its rights under this Section 21(e) due to such Sublessor default, Sublessee shall have the right to deduct such tax amounts paid from any monies due to Sublessor from Sublessee.

10. Insurance and Subrogation.

(a) The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Antenna Facilities or to the Premises, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter in effect. 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.

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(b) Sublessee agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits of $2,000,000 per occurrence and in the aggregate based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Sublessee agrees it will include the Town and Sublessor as an additional insured as their interest may appear under the Allynx Lease or this Sublease. Such additional insured coverage: (i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Sublessee, its employees, agents or independent contractors; (ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Sublessor, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Sublessor, its employees, agents or independent contractors; and (iii) shall not exceed Sublessee's indemnification obligation under this Agreement, if any.

(c) Notwithstanding the foregoing, Sublessee shall have the right to self-insure the coverage required in Sub-Section (b). In the event Sublessee elects to self-insure its obligation to include Sublessor as an additional insured, the following provisions shall apply (in addition to those set forth in Sub-Section (b)): (i) Sublessor shall promptly and no later than thirty (30) 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; (ii) Sublessor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Sublessee; and (iii) Sublessor shall fully cooperate with Sublessee in the defense of the claim, demand, lawsuit, or the like.

11. Hold Harmless Each Party shall indemnify and hold the other harmless against any third-party 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. The provisions of this Section shall survive expiration or earlier termination of this Sublease.

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

If to Sublessee, to:

For Notices of Default to Sublessee:
(a) To Sublessee's Lease Administration Department by email at NoticeIntake@att.com; and
(b) To Sublessee's Law Department via first class certified or registered mail, return receipt requested or by a nationally recognized overnight courier, postage prepaid, addressed to:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: AZL02594;
Cell Site Name: Volcano Prescott (AZ)
Fixed Asset #: 15521594
208 S. Akard Street
Dallas, TX 75202-4206

If to Sublessor, to:

Allynx Corporation
Attn: Richard Q. Nye
7025 N 47th St
Paradise Valley, AZ 85253
Phone: (602) 602-757-1113
Email: nye@allynxcorp.com

With a copy to:

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

13. Quiet Enjoyment, Title and Authority.

(a) Sublessor covenants and warrants to Sublessee that: (i) Sublessor has full right, power and authority to execute this Sublease, to sublease the Premises to Sublessee, and to grant Sublessee use of the Access Right of Way and the Utilities Right of Way; (ii) Sublessor has good and unencumbered leasehold interest to the Premises free and clear of any liens or mortgages, except those disclosed to Sublessee in writing herein, if any, 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. If Sublessor's leasehold interest in the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then

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Sublessor will provide promptly to Sublessee a mutually agreeable subordination, non-disturbance and attornment agreement executed by Sublessor and the holder of such security interest.

(b) Except as otherwise provided herein, Sublessor covenants that at all times during the Term, Sublessee is hereby granted sole, actual, quiet and peaceful use, possession and enjoyment of the Premises, without hindrance or ejection by any persons lawfully claiming under Sublessor or Town, and no part thereof shall be disturbed as long as this Sublease has not been terminated, all in accordance with the terms of this Sublease.

(c) Sublessee covenants and warrants that prior to the date it commences operation of the Antenna Facilities it will hold and will continue to hold during the Term of this Sublease, all Governmental Approvals 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 leased space at the 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 the 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). In the event Sublessee becomes aware of any Hazardous Materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Sublessee's sole determination, renders the condition of the Premises or Property unsuitable for Sublessee's use, or if Sublessee believes that the leasing or continued leasing of the Premises would expose Sublessee to undue risks of liability to a government agency or other third party, then Sublessee will have the right, in

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addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Sublessor.

15. Assignment and Sub-Subleasing.

(a) Sublessee shall have the right to assign this Sublease, in whole or in part (including any rights to renew), to (i) Sublessee's Affiliates (as defined below), (ii) any entity with a net worth of at least Twenty Million and No/100 Dollars ($20,000,000), (iii) any entity that acquires all or substantially all of the Sublessee's assets in the market as defined by the Federal Communications Commission in which the Property is located, or (iv) an entity whose primary business is managing and maintaining wireless communications towers, on the same terms and conditions hereof. As used herein, **"Sublessee's Affiliates"** means any person or entity which controls, is controlled by, or is under common control with, Sublessee, or any corporation or entity which results from a merger or consolidation with Sublessee or with any entity that controls Sublessee. No transfer or assignment of the stock of Sublessee, or any controlling interest in Sublessee, whether by sale, merger, exchange or other means, shall constitute an assignment of this Sublease.

(b) Sublessee may, upon notice to Sublessor, mortgage or grant a security interest in this Sublease and/or the Antenna Facilities, and may assign this Sublease and Sublessee's interest in the Antenna Facilities to any mortgagees, deed of trust lenders or 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 Mortgagees shall be sent to Mortgagees at the address

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specified by Sublessee upon entering into a financing agreement. Failure by Sublessor to give Mortgagees such notice shall not diminish Sublessor's rights against Sublessee, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Sublessee or Mortgagees located on the Premises, as provided in this Sublease.

(c) Except as provided in this Section 15, Sublessee shall not assign, transfer, or encumber its interest in this Sublease without the prior written consent of Sublessor and the Town, which consent shall not be unreasonably withheld, delayed or conditioned. Any transfer in violation of this Sub-Section shall be void. Upon notification to Sublessor of an assignment, transfer or sale permitted by this Section 15, Sublessee will be relieved of all future performance, liabilities and obligations under this Sublease to the extent of such assignment.

(d) Sublessee shall not allow a third-party's use of the Premises for collocation, as defined by the FCC, whether it be by formal sublease, license or other agreement without the prior written consent of Sublessor for which consent Sublessor may require additional Rent, not to exceed the Rent then payable under this Sublease. All rights and responsibilities of Sublessee set forth in this Sublease shall be enjoyed by and be binding on any co-locator. Notwithstanding anything to the contrary herein, Sublessee may sublet all or any portion of the Premises in the event of a public emergency and/or for safety systems purposes (i.e. police, ambulance, and/or fire), that may be required or ordered by any governmental authority having jurisdiction over Sublessee and/or the Property. Notwithstanding anything to the contrary contained herein, Sublessor acknowledges that Sublessee has been selected to build, operate, maintain and manage the nationwide broadband network dedicated for use by police, firefighters, emergency medical services and other first responders known as "FirstNet." As such, Sublessee may use the Premises for FirstNet purposes, without the same being considered an assignment or subletting or otherwise being in violation of this Agreement.

16. Successors and Assigns. This Sublease and any easements and rights of way 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.

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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 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 from the other or from the Town, such truthful estoppel information as may reasonably be requested.

(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 this 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; this Sublease shall not be recorded.

(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 in Yavapai County, Arizona. Sublessor and Sublessee hereby consent to personal jurisdiction of courts with jurisdiction over 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

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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) AS IS WITH ALL CONDITIONS AND FAULTS. Sublessee acknowledges and agrees the Premises was previously used by a user who constructed improvements on and connecting to the Premises. Neither Sublessor nor the Town is knowledgeable or has assessed any such improvements or changes made to the Premises by any prior user. SUBLESSEE AGREES IT WILL FULLY INVESTIGATE AND EVALUATE THE CONDITION OF THE PREMISES IN ALL REGARDS AND ACCEPTS THE PREMISES AND ANY CONNECTING IMPROVEMENTS AS IS, WHERE IS, WITH ALL CONDITIONS, AND FAULTS, KNOW AND UNKNOWN, WHETHER SAME COULD BE DISCOVERED AND HEREBY RELEASES AND DISCHARGES SUBLESSOR AND THE TOWN, THEIR OFFICERS AND EMPLOYEES, FROM ANY DUTY OR LIABILITY ARISING THEREFROM OR WITH RESPECT THERETO.

(k) Solely due to the exercise of its governmental and quasi-governmental duties, the Town may, in the event of an emergency (as defined in Section 7(c)), limit or restrict access to the Property to the extent necessary.

(l) the Town has the statutory right to terminate contracts for use of its real property, including the Allynx Lease. In the event the Town elects to terminate the Allynx Lease, but allow Sublessee's continued use of the Antenna Facilities on the Property, then commencing on the day the Allynx Lease is terminated Sublessor shall be released from this Sublease and Sublessee shall attorn to the Town as its landlord hereunder, and have such rights as mutually

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agreed to by the Town and Sublessee if different than those under this Sublease. If Sublessor's interest in the Allynx Lease is terminated prior to the expiration of the Term of this Sublease due to a default by Sublessor thereunder, when Sublessee is not then in default hereunder, the Town shall recognize Sublessee as its direct Sublessee according to all of the terms and conditions of this Sublease, for the balance of the Term of this Sublease and any extension thereof, as if the Town were the Sublessor under this Sublease. Sublessee will attorn to the Town as its Sublessor, immediately upon the termination of Sublessor's interest in the Allynx Lease; provided, however, that Sublessee will not be obligated to pay any Rent to the Town until Sublessee receives all of the following documentation:

i. Written notice from the Town that the Allynx Lease has been terminated, Town has elected not to terminate the Sublease, and Town is succeeding to all of Sublessor's rights and obligations under the Sublease;

ii. New IRS Form W-9 from Town, if applicable;

iii. Completed and signed AT&T Payment Direction Form; and

iv. Full contact and notice information for Town, including phone numbers, if different from those set forth in Section 12.

Sublessee's possession shall not be disturbed by the Town or anyone claiming by or through the Town so long as Sublessee is not in default under this Sublease.

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

(n) Sublessee acknowledges and agrees Sublessor may sublease other parts of the Property (excluding the Premises) for other uses, including telecommunication uses, provided such other users and uses do not interfere with the rights and Permitted Use granted Sublessee hereunder. Sublessee shall provide all technical information regarding their Antenna Facilities to Sublessor, and Sublessor, upon consultation with Sublessee shall determine the suitability of and additional telecommunication users that may be permitted to locate in the vicinity of Sublessee's Antenna Facilities. Any future sublease of the Property shall contain substantially the following provision: "Sublessee acknowledges there are existing uses of the Property which may be

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

affected by Sublessee's intended use of the Property. Sublessee shall not interfere with the uses permitted to other users of the Property at the Effective Date of this Sublease."

(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 Antenna Facilities, (b) the value to Sublessee of the unexpired Sublease Term, if separate from the value of the Sublease to Sublessor, or (c) to moving expenses Sublessee incurred as a result of such taking, or any combination of thereof.

(p) No Joint Venture. By executing this Sublease the Parties are not establishing any joint undertaking, joint venture or partnership. Each Party shall be deemed to act solely for its own account.

(q) Compliance with Laws. Sublessor represents and warrants that, as of the Effective Date, the Property complies with all applicable laws, statutes, ordinances, rules, codes, regulations, orders, and interpretations of all federal, state, local and other governmental or quasi-governmental authorities having jurisdiction over the Property (collectively, **"Laws"**).

(r) Town Contact. For purposes of contacting a responsible party with respect to maintenance, repair and service issues for the Property, 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 documentation deemed necessary to effectuate the transaction contemplated by this Sublease.

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(t) Allynx Lease. Notwithstanding anything to the contrary contained in this Sublease, Sublessor will indemnify Sublessee against any loss, liability, and expenses (including reasonable attorneys' fees and costs) arising out of any default under the Allynx Lease caused by Sublessor. Sublessor represents, warrants, and agrees to Sublessee that: (1) pursuant to the terms of the Allynx Lease, a complete copy of which is attached hereto as Exhibit E, Sublessor has the right to grant Sublessee use of the Premises, Access Right of Way, and Utilities Right of Way, as permitted in this Sublease; (2) as of the Effective Date, the Allynx Lease is in full force and effect and unmodified; (3) to the best of Sublessor's knowledge, neither Town nor Sublessor is, or with the giving of notice, or the passage of time (or both), will be in default under any of the terms or conditions of the Allynx Lease; (4) during the Term, Sublessor will not terminate, materially modify, amend or assign the Allynx Lease in a manner which adversely affects the rights or obligations of Sublessee without the prior written consent of Sublessee; (5) during the Term, Sublessee shall not be responsible for any cost or expense under the Allynx Lease unless expressly set forth in this Sublease with specific reference to the applicable section of the Allynx Lease; and (6) Sublessor shall timely perform and comply with all the terms and conditions of the Allynx Lease, and not do anything or permit anything that would result in a default under or cause the Allynx Lease to be terminated early. Within thirty (30) days after the Effective Date, Sublessor agrees to provide Sublessee a consent, non-disturbance and attornment agreement substantially in the form attached hereto as Exhibit F executed by Sublessor and Town.

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

(v) Interpretation. Unless otherwise specified, the following rules of construction and interpretation apply: (1) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (2) use of the term "including" will be

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

interpreted to mean "including but not limited to"; (3) whenever a Party's consent is required under this Sublease, except as otherwise stated in this Sublease or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (4) exhibits are an integral part of this Sublease and are incorporated by reference into this Sublease; (5) use of the terms "termination" or "expiration" are interchangeable; (6) reference to a default will take into consideration any applicable notice, grace and cure periods; and (7) the singular use of words includes the plural where appropriate.

(w) **WAIVER OF JURY TRIAL**. 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 SUBLEASE OR THE TRANSACTIONS IT CONTEMPLATES.

(x) All charges payable under this Sublease such as taxes shall be billed by Sublessor within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Sublessor, and shall not be payable by Sublessee. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Sublessor. The provisions of this subsection shall survive the termination of this Sublease.

[SIGNATURES APPEAR ON NEXT PAGE]

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

EXECUTED as of the later of the dates set forth below.

SUBLESSOR: Allynx Corporation, an Arizona corporation

By: _____

Its: _____

DATE: _____

FID/SS#: _____

SUBLESSEE:

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

By: AT&T Mobility Corporation
Its: Manager

By: DocuSigned by: Misty Snowden
CB043DC38081468...

Name: Misty Snowden

Its: ASSOC DIRECTOR-NETWORK DESIGN ENG

Date: 9/30/2026

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

EXHIBIT A

Legal Description of the Property

APN: 103-33-29
A PORTION OF LOT 6461, PRESCOTT VALLEY UNIT SIXTEEN, ACCORDING TO BOOK 14 OF MAPS, PAGE 44, YAVAPAI COUNTY RECORDS, AND BEING SITUATED WITHIN SECTION 1, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 1 FROM WHICH A FOUND G.L.O. BRASS CAP AT THE NORTHEAST CORNER BEARS SOUTH 89 38' 10" EAST, 5280.15 FEET;

THENCE SOUTH 89° 38' 10" EAST, ALONG THE NORTH LINE OF SECTION 1, 2064.51 FEET;

THENCE SOUTH 17° 12' 33" EAST, ALONG THE CENTERLINE OF SHERRIL DRIVE, 688.10 FEET;

THENCE NORTH 87° 01' 06" EAST, ALONG THE CENTERLINE OF LAREDO DRIVE, 210.00 FEET;

THENCE SOUTH 02° 58' 54" EAST, 25.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6461;

THENCE NORTH 87° 01' 06" EAST, ALONG THE NORTH LINE OF LOT 6461, 68.80 FEET;

THENCE SOUTH 01° 32' 01" EAST, 71.16 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90° 00' 00" EAST, 10.29 FEET;

THENCE SOUTH 00° 00' 00" EAST, 15.00 FEET;

THENCE NORTH 90° 00' 00" WEST, 20.00 FEET;

THENCE NORTH 00° 00' 00" EAST, 15.00 FEET;

THENCE NORTH 90° 00' 00" EAST, 9.71 FEET TO THE POINT OF BEGINNING.

CONTAINS 300 SQUARE FEET.

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ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF LOT 6461, PRESCOTT VALLEY UNIT SIXTEEN, ACCORDING TO BOOK 14 OF MAPS, PAGE 44, YAVAPAI COUNTY RECORDS, AND BEING SITUATED WITHIN SECTION 1, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 1 FROM WHICH A FOUND G.L.O. BRASS CAP AT THE NORTHEAST CORNER BEARS SOUTH 89 38' 10" EAST, 5280.15 FEET;

THENCE SOUTH 89° 38' 10" EAST, ALONG THE NORTH LINE OF SECTION 1, 2064.51 FEET;

THENCE SOUTH 17° 12' 33" EAST, ALONG THE CENTERLINE OF SHERRIL DRIVE, 688.10 FEET;

THENCE NORTH 87° 01' 06" EAST, ALONG THE CENTERLINE OF LAREDO DRIVE, 210.00 FEET;

THENCE SOUTH 02° 58' 54" EAST, 25.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6461;

THENCE NORTH 87° 01' 06" EAST, ALONG THE NORTH LINE OF LOT 6461, 68.80 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01° 32' 01" EAST, 71.16 FEET TO THE POINT OF TERMINUS.

CONTAINS 854 SQUARE FEET.

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EXHIBIT B

[See Attached Premises Depiction]

Docusign Envelope ID: AE7FABAA-E93E-6CA3-9251-F4FA87A5D5

LESSOR'S LEGAL DESCRIPTION

LOT 6461, PRESCOTT VALLEY UNIT SIXTEEN, ACCORDING TO THE PLAT OF RECORD ON FILE IN THE OFFICE OF THE COUNTY RECORDER, YAVAPAI COUNTY, ARIZONA IN BOOK 14 OF MAPS, PAGE 44.

EXCEPTING THEREFROM ALL THE GAS, OIL, MINERALS AND PETROLEUM AS RESERVED IN VARIOUS INSTRUMENTS OF RECORD.

NOTES

1. A TITLE REPORT WAS NOT PROVIDED AT THE TIME OF THE SURVEY.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY AS DEFINED BY THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS AND IS NOT INTENDED TO VERIFY OWNERSHIP. ALL MEASUREMENTS SHOWN HEREON ARE RECORD, CALCULATED OR MEASURED.
4. SURVEYOR DOES NOT GUARANTEE THE LOCATION, EXISTENCE, SIZE OR DEPTH OF ANY PUBLIC OR PRIVATE UTILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

SITE BENCHMARK

ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NAVD88 ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS, APPLYING GEOID 12A SEPARATIONS.

BASIS OF BEARING

THE NORTH LINE OF LOT 6465 THROUGH LOT 6478 AS MEASURED BETWEEN FOUND MONUMENTS BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.

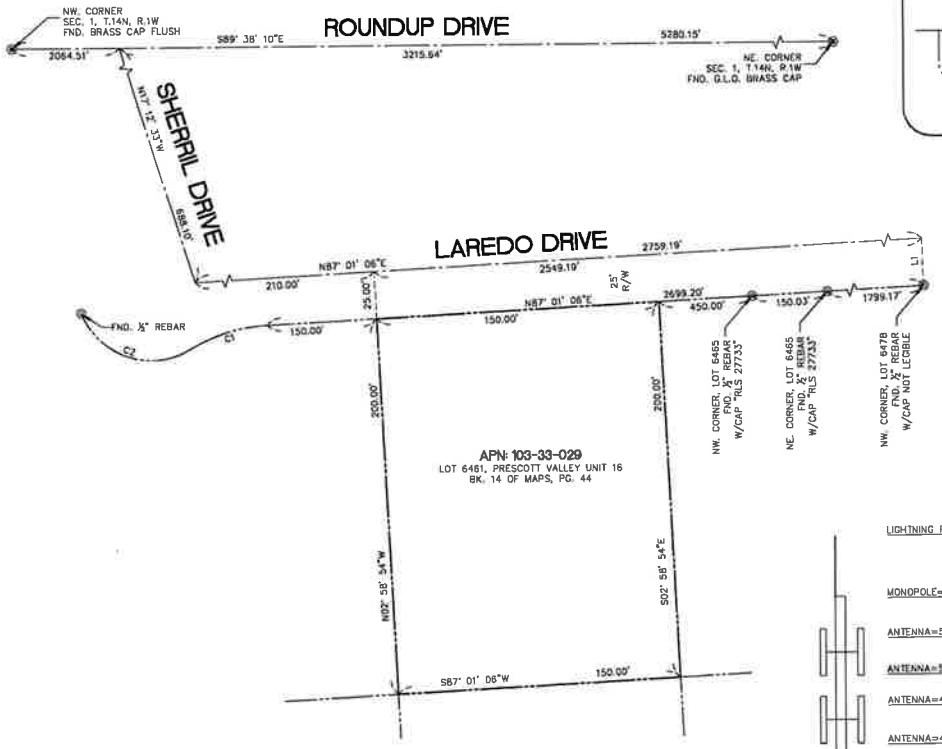
BEARING=N87° 01' 06"E

SURVEY DATE

THE FIELD SURVEY FOR THE PROJECT WAS COMPLETED ON 04/16/2025.

FLOODZONE

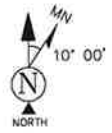
THIS IS TO CERTIFY THAT THE ABOVE SUBJECT PROPERTY LIES WITHIN ZONE 'X' AS DESIGNATED ON THE FIRM FLOOD INSURANCE RATE MAP, MAP NUMBER 04025C1714H, DATED AUGUST 24, 2021. ZONE 'X' IS DESIGNATED AS BEING AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THAT CIRCUMSTANCE.



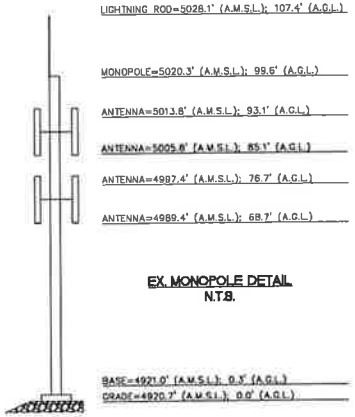


LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00'	S2° 58' 54"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	42.87'	87.50'	28°04'18"
C2	69.43'	40.00'	99°27'04"



BOUNDARY DETAIL
SCALE: 1" = 30'



EX. MONOPOLE DETAIL
N.T.S.

CENTER OF GEODETIC COORDINATES

EXISTING 99.6' MONOPOLE LOCATION
LATITUDE: 34° 37' 36.542" (34.62681172°) NORTH (NAD83)
LONGITUDE: 112° 18' 57.447" (112.3159575°) WEST (NAD83)
ELEVATION @ GRADE = 4920.7' (NAVD88)

smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SITE NAME:
AZL02594

SITE ADDRESS:
8475 E. LAREDO DRIVE
PRESCOTT VALLEY, AZ 86314

SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	MG	04/18/25	SUBMITTAL 1

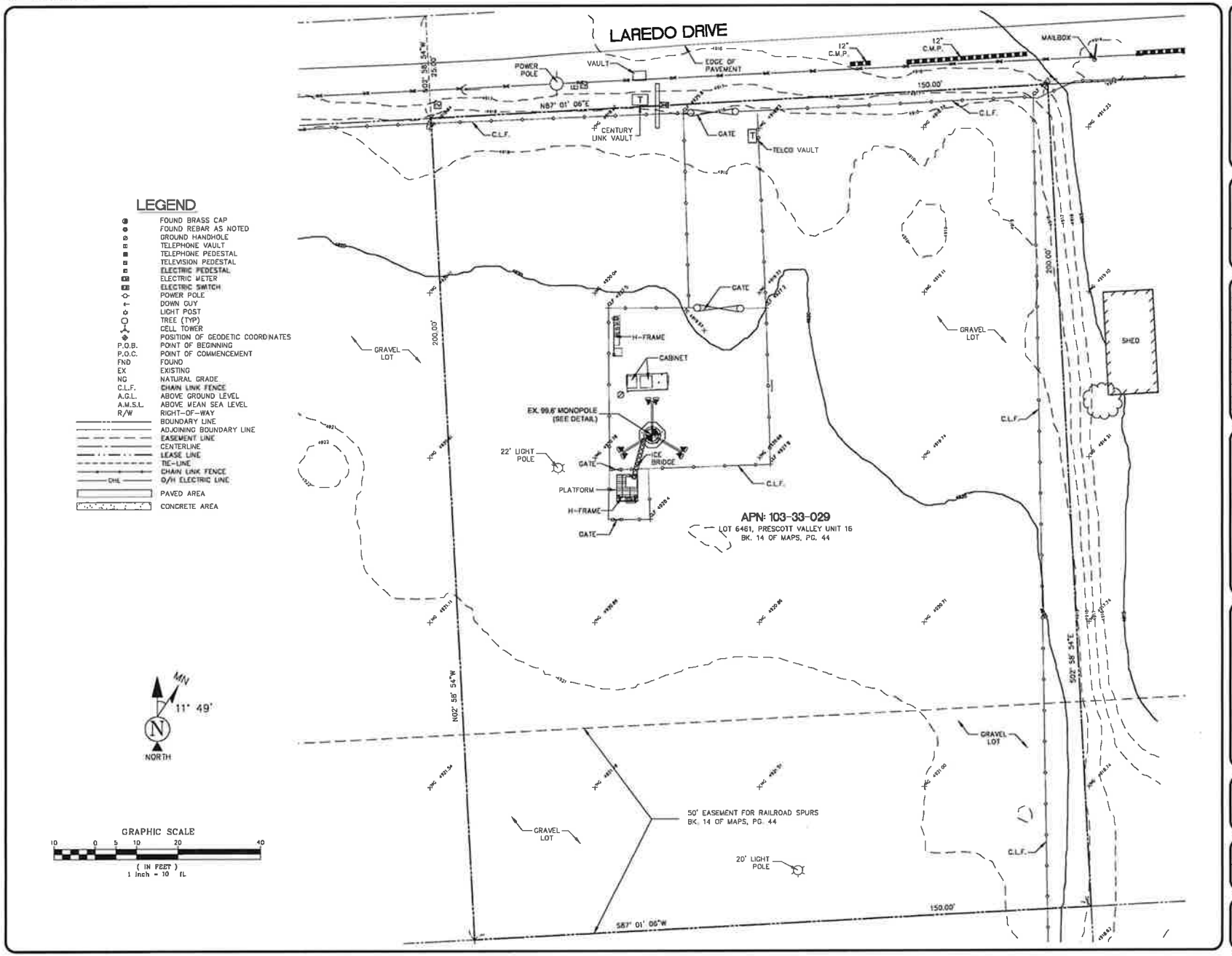
TERRAMARK
LAND SURVEYING
24654 N. LAKE PLEASANT PKWY #103-153
PEORIA, AZ 85383
P. 480-440-1748
F. 623-777-1762
www.terramarksurveying.com



SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
2203056	MG	MG

SHEET NO.:	SHEET NAME:
1 OF 2	LS-1



LEGEND

●	FOUND BRASS CAP
●	FOUND REBAR AS NOTED
⊙	GROUND HANDHOLE
▣	TELEPHONE VAULT
■	TELEPHONE PEDESTAL
▣	TELEVISION PEDESTAL
■	ELECTRIC PEDESTAL
⊠	ELECTRIC METER
⊡	ELECTRIC SWITCH
○	POWER POLE
←	DOWN GUY
○	LIGHT POST
○	TREE (TYP)
⅄	CELL TOWER
◈	POSITION OF GEODETIC COORDINATES
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
FND	FOUND
EX	EXISTING
NG	NATURAL GRADE
C.L.F.	CHAIN LINK FENCE
A.G.L.	ABOVE GROUND LEVEL
A.M.S.L.	ABOVE MEAN SEA LEVEL
R/W	RIGHT-OF-WAY
	BOUNDARY LINE
	ADJOINING BOUNDARY LINE
	EASEMENT LINE
	CENTERLINE
	LEASE LINE
	TIE-LINE
	CHAIN LINK FENCE
O/HE	O/H ELECTRIC LINE
	PAVED AREA
	CONCRETE AREA

smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SITE NAME:
AZL02594

SITE ADDRESS:
8475 E. LAREDO DRIVE
PRESCOTT VALLEY, AZ 86314

SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	MG	04/18/25	SUBMITTAL 1

TERRAMARK
LAND SURVEYING
24654 N. LAKE PLEASANT PKWY #103-163
PEORIA, AZ 85383
P: 480-440-1748
F: 623-777-1182
www.terramarksurveying.com

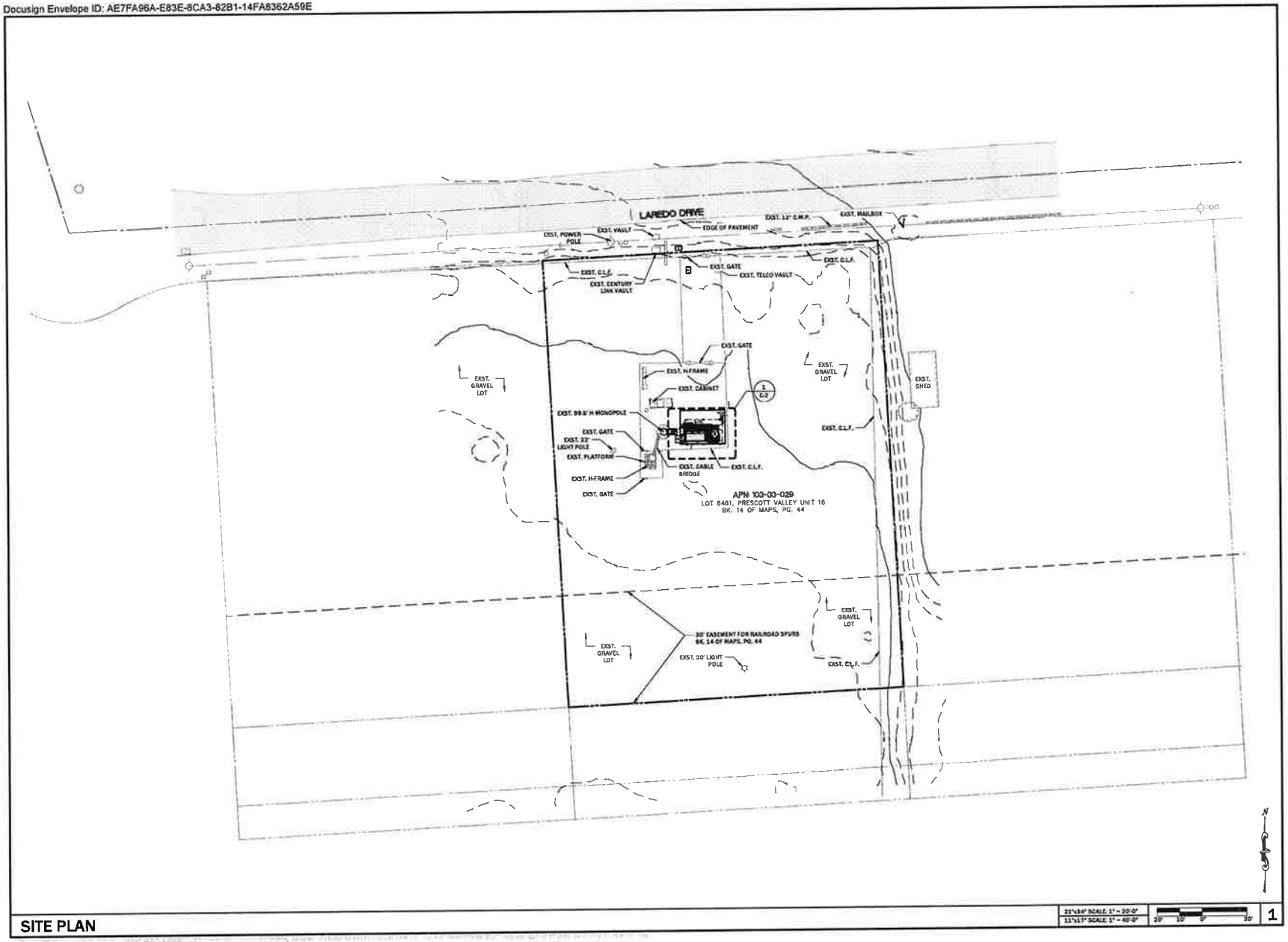
EXPIRES 03/31/26

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
2203056	MG	MG

SHEET NO.:	SHEET NAME:
2 OF 2	LS-2

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E



SITE PLAN

22"x34" SCALE: 1" = 20'-0"
11"x17" SCALE: 1" = 40'-0"

1

AT&T
1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS

ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T WIRELESS IS STRICTLY PROHIBITED

smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SZS ENGINEERING
4551 EAST CARRIAGE WAY
GILBERT, AZ 85297

Registered Professional Engineer (Civil)
CERTIFICATE NO
51689
SAMUEL EDUARDO
GONZALEZ
Date Signed
10/31/25
ARIZONA, U.S.A.

EXPIRES: 12/31/2027

REV.	DATE	REVISION DESCRIPTION
0	10-31-25	ISSUE FOR PERMIT

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS AND SPEC'S, UNLESS SPECIFICALLY STATED OTHERWISE. THE MANUFACTURES EQUIPMENT INSTALLATION SPEC'S SHALL ALWAYS BE VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION.

PROJECT INFORMATION:

AZL02594
VB AZ-5473 VOLCANO
8475 E LAREDO DR
PRESCOTT VALLEY, AZ 85344
YAVAPAI COUNTY

FA: 15200595 USID: 502203

DRAWN BY: JR
CHECKED BY: SEG

SHEET TITLE: SITE PLAN

C-1

REV: 0

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

EXHIBIT C

Memorandum of Sublease

After recording, please return to:

Richard Q. Nye
7025 N 47th St
Paradise Valley, AZ 85253

Market: Arizona
Site Number: AZL01779
Site Name: Pronghorn Park

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 7025 N 47th St, Paradise Valley, AZ 85253 and New Cingular Wireless PCS, LLC, a Delaware limited liability company, (**"Sublessee"**) whose mailing address is 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319.

Date of Sublease:

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

Demised Premises: See Exhibit "A" attached hereto.

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

Renewal Terms: Six (6) additional five-(5) 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.

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

EXECUTED as of the later of the dates below, as set forth in the respective acknowledgments of the Parties hereto.

SUBLESSOR: Allynx Corporation, an Arizona corporation

By: __Richard Q. Nye_____

Its: ___President_____

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

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

SUBLESSEE:

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

By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Its: _____

Date: _____

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared_____ _____, who identified himself as _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, 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 the Sublessee 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

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

EXHIBIT A to MEMORANDUM OF SUBLEASE

Legal Description of Property

LEASE AREA LEGAL DESCRIPTION
A PORTION OF LOT 6461, PRESCOTT VALLEY UNIT SIXTEEN, ACCORDING TO BOOK 14 OF MAPS, PAGE 44, YAVAPAI COUNTY RECORDS, AND BEING SITUATED WITHIN SECTION 1, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 1 FROM WHICH A FOUND G.L.O. BRASS CAP AT THE NORTHEAST CORNER BEARS SOUTH 89 38' 10" EAST, 5280.15 FEET;

THENCE SOUTH 89° 38' 10" EAST, ALONG THE NORTH LINE OF SECTION 1, 2064.51 FEET;

THENCE SOUTH 17° 12' 33" EAST, ALONG THE CENTERLINE OF SHERRIL DRIVE, 688.10 FEET;

THENCE NORTH 87° 01' 06" EAST, ALONG THE CENTERLINE OF LAREDO DRIVE, 210.00 FEET;

THENCE SOUTH 02° 58' 54" EAST, 25.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6461;

THENCE NORTH 87° 01' 06" EAST, ALONG THE NORTH LINE OF LOT 6461, 68.80 FEET;

THENCE SOUTH 01° 32' 01" EAST, 71.16 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 90° 00' 00" EAST, 10.29 FEET;

THENCE SOUTH 00° 00' 00" EAST, 15.00 FEET;

THENCE NORTH 90° 00' 00" WEST, 20.00 FEET;

THENCE NORTH 00° 00' 00" EAST, 15.00 FEET;

THENCE NORTH 90° 00' 00" EAST, 9.71 FEET TO THE POINT OF BEGINNING.

CONTAINS 300 SQUARE FEET.

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

ACCESS/UTILITY EASEMENT LEGAL DESCRIPTION

A 12.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF LOT 6461, PRESCOTT VALLEY UNIT SIXTEEN, ACCORDING TO BOOK 14 OF MAPS, PAGE 44, YAVAPAI COUNTY RECORDS, AND BEING SITUATED WITHIN SECTION 1, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKING THE NORTHWEST CORNER OF SAID SECTION 1 FROM WHICH A FOUND G.L.O. BRASS CAP AT THE NORTHEAST CORNER BEARS SOUTH 89 38' 10" EAST, 5280.15 FEET;

THENCE SOUTH 89° 38' 10" EAST, ALONG THE NORTH LINE OF SECTION 1, 2064.51 FEET;

THENCE SOUTH 17° 12' 33" EAST, ALONG THE CENTERLINE OF SHERRIL DRIVE, 688.10 FEET;

THENCE NORTH 87° 01' 06" EAST, ALONG THE CENTERLINE OF LAREDO DRIVE, 210.00 FEET;

THENCE SOUTH 02° 58' 54" EAST, 25.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6461;

THENCE NORTH 87° 01' 06" EAST, ALONG THE NORTH LINE OF LOT 6461, 68.80 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 01° 32' 01" EAST, 71.16 FEET TO THE POINT OF TERMINUS.

CONTAINS 854 SQUARE FEET.

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

EXHIBIT D

Survey

LESSOR'S LEGAL DESCRIPTION

LOT 6481, PRESCOTT VALLEY UNIT SIXTEEN, ACCORDING TO THE PLAT OF RECORD ON FILE IN THE OFFICE OF THE COUNTY RECORDER, YAVAPAI COUNTY, ARIZONA IN BOOK 14 OF MAPS, PAGE 44.

EXCEPTING THEREFROM ALL THE GAS, OIL, MINERALS AND PETROLEUM AS RESERVED IN VARIOUS INSTRUMENTS OF RECORD.

NOTES

1. A TITLE REPORT WAS NOT PROVIDED AT THE TIME OF THE SURVEY.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY AS DEFINED BY THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS AND IS NOT INTENDED TO VERIFY OWNERSHIP. ALL MEASUREMENTS SHOWN HEREON ARE RECORD, CALCULATED OR MEASURED.
4. SURVEYOR DOES NOT GUARANTEE THE LOCATION, EXISTENCE, SIZE OR DEPTH OF ANY PUBLIC OR PRIVATE UTILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION, REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

SITE BENCHMARK

ELEVATIONS SHOWN HEREON ARE REPRESENTED IN NAVD88 ESTABLISHED FROM GPS DERIVED ORTHOMETRIC HEIGHTS, APPLYING GEOID 12A SEPARATIONS.

BASIS OF BEARING

THE NORTH LINE OF LOT 6465 THROUGH LOT 6478 AS MEASURED BETWEEN FOUND MONUMENTS BASED UPON U.S. STATE PLANE NAD83 COORDINATE SYSTEM ARIZONA STATE PLANE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS.

BEARING=N87° 01' 06"E

SURVEY DATE

THE FIELD SURVEY FOR THE PROJECT WAS COMPLETED ON 04/16/2025.

FLOODZONE

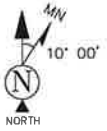
THIS IS TO CERTIFY THAT THE ABOVE SUBJECT PROPERTY LIES WITHIN ZONE 'X' AS DESIGNATED ON THE FIRM FLOOD INSURANCE RATE MAP, MAP NUMBER 04025C1714H, DATED AUGUST 24, 2021. ZONE 'X' IS DESIGNATED AS BEING AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY UNDER THAT CIRCUMSTANCE.



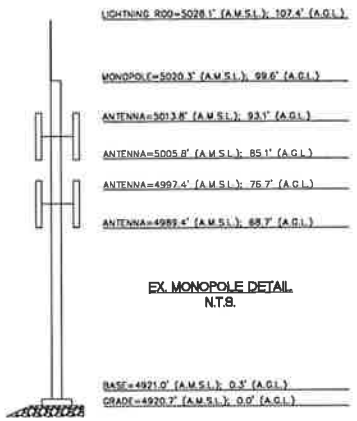


LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00'	S2° 58' 54"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	42.87'	87.50'	28°04'18"
C2	69.43'	40.00'	99°27'04"



BOUNDARY DETAIL
SCALE: 1" = 30'



EX. MONOPOLE DETAIL
N.T.S.

CENTER OF GEODETIC COORDINATES

EXISTING 99.6' MONOPOLE LOCATION
LATITUDE: 34° 37' 36.542" (34.626817²) NORTH (NAD83)
LONGITUDE: 112° 18' 57.447" (112.3159575°) WEST (NAD83)
ELEVATION @ GRADE = 4920.7' (NAVD88)

smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SITE NAME:
AZL02594

SITE ADDRESS:
8475 E. LAREDO DRIVE
PRESCOTT VALLEY, AZ 86314

SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	MG	04/18/25	SUBMITTAL 1

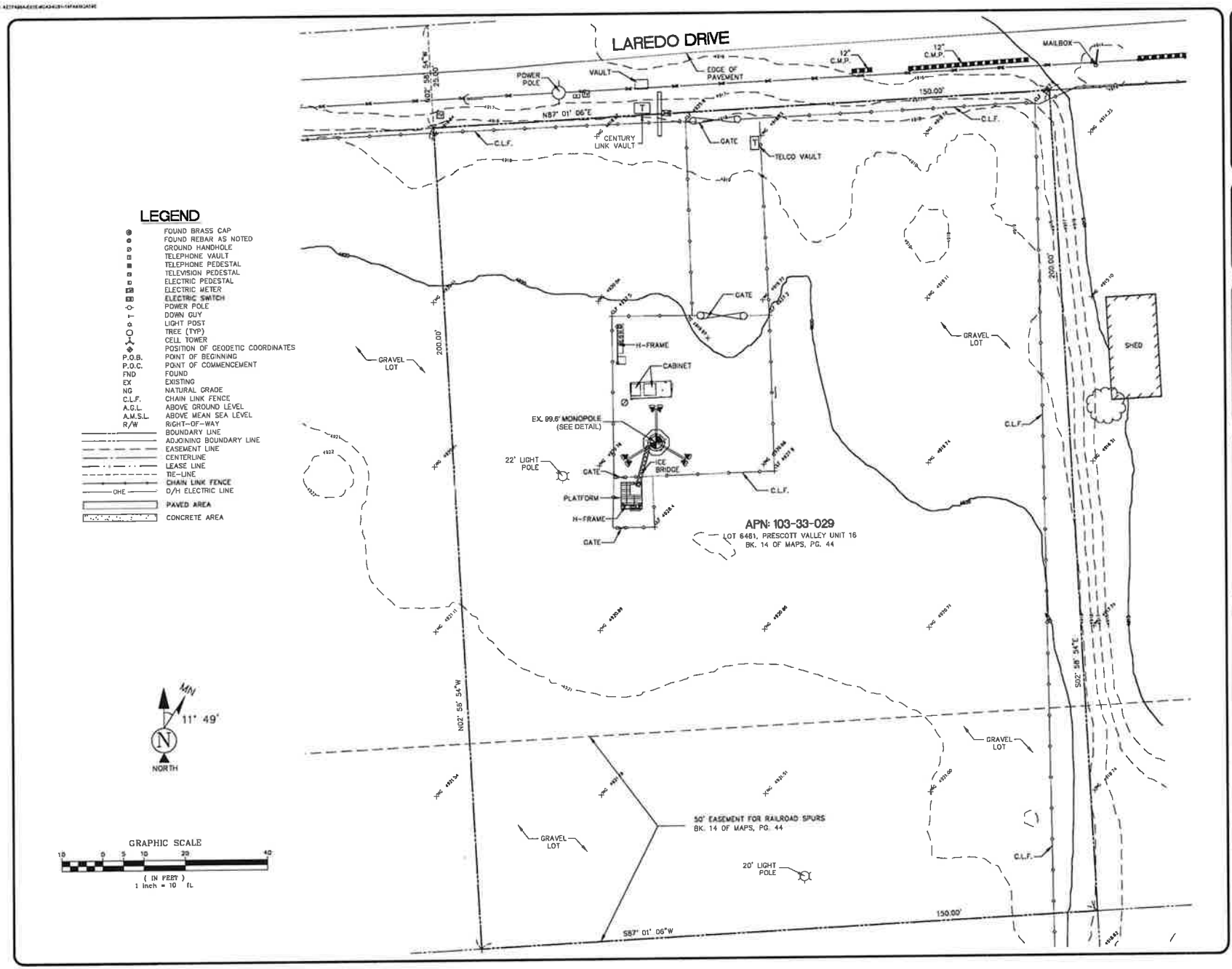
TERRAMARK LAND SURVEYING
24854 N. LAKE PLEASANT PKWY #103-163
PEORIA, AZ 85383
P: 480-440-1748
F: 623-777-1162
www.terramarksurveying.com

EXPIRES 03/31/26

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
2203056	MG	MG

SHEET NO.:	SHEET NAME:
1 OF 2	LS-1



LEGEND

●	FOUND BRASS CAP
●	FOUND REBAR AS NOTED
⊡	GROUND HANDHOLE
⊡	TELEPHONE VAULT
■	TELEPHONE PEDESTAL
■	TELEVISION PEDESTAL
■	ELECTRIC PEDESTAL
EM	ELECTRIC METER
ES	ELECTRIC SWITCH
○	POWER POLE
⊢	DOWN GUY
○	LIGHT POST
○	TREE (TYP)
	CELL TOWER
⊕	POSITION OF GEODETIC COORDINATES
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
FND	FOUND
EX	EXISTING
NG	NATURAL GRADE
C.L.F.	CHAIN LINK FENCE
A.G.L.	ABOVE GROUND LEVEL
A.M.S.L.	ABOVE MEAN SEA LEVEL
R/W	RIGHT-OF-WAY
	BOUNDARY LINE
	ADJOINING BOUNDARY LINE
	EASEMENT LINE
	CENTERLINE
	LEASE LINE
	TIE-LINE
	CHAIN LINK FENCE
OHE	O/H ELECTRIC LINE
	PAVED AREA
	CONCRETE AREA

smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SITE NAME:
AZL02594

SITE ADDRESS:
8475 E. LAREDO DRIVE
PRESCOTT VALLEY, AZ 86314

SUBMITTALS

NO.	BY	DATE	SUBMITTAL
1	MG	04/18/25	SUBMITTAL 1

TERRAMARK LAND SURVEYING
24654 N. LAKE PLEASANT PKWY #103-183
PEORIA, AZ 85383
P. 480-440-1188
F. 623-777-1182
www.terramarksurveying.com

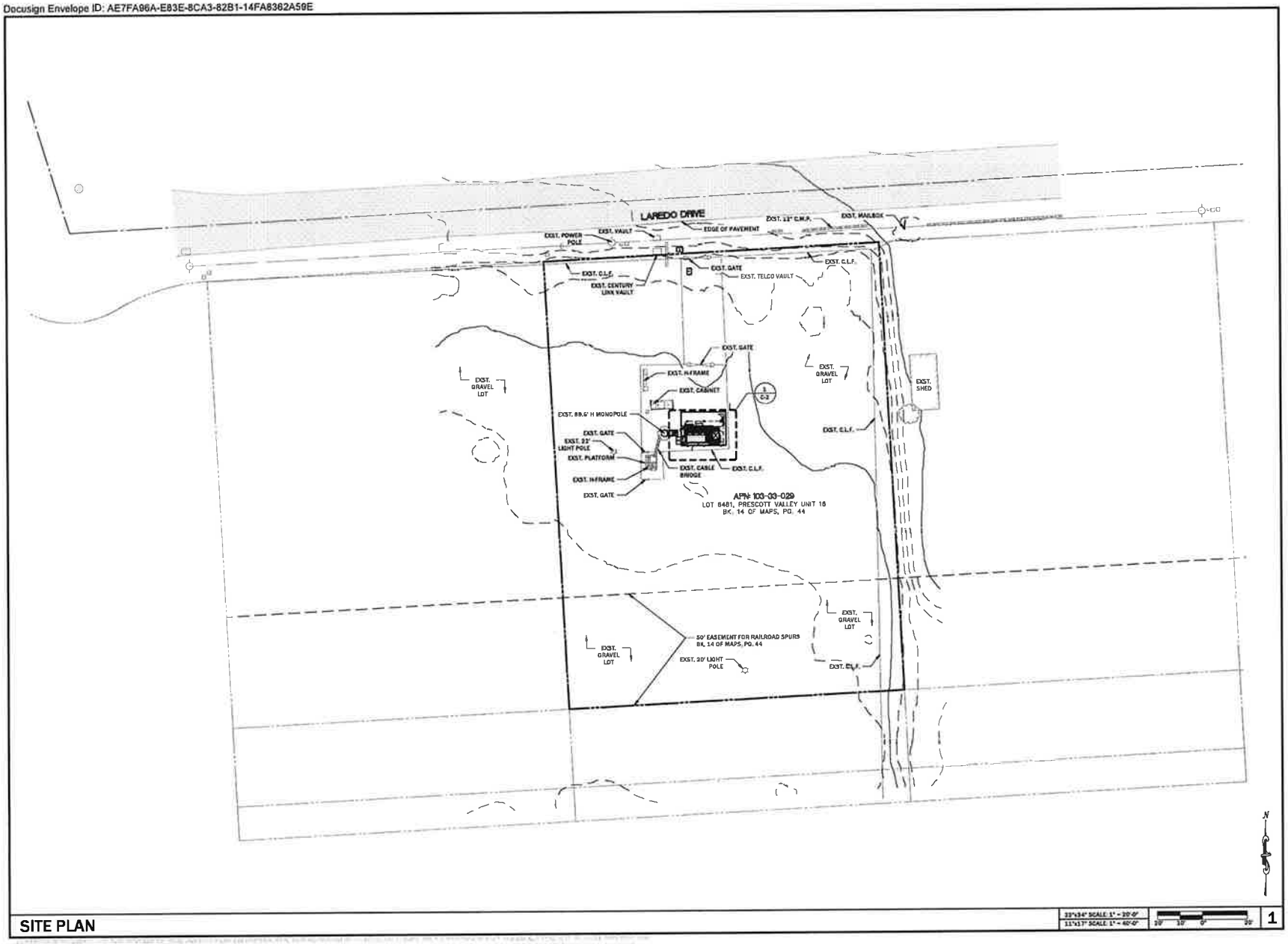
DIXON MARK J. GRAY
EXPIRES 03/31/26

SITE SURVEY

JOB NO:	FIELD BY:	DRAWN BY:
2203056	MG	MG

SHEET NO.:	SHEET NAME:
2 OF 2	LS-2

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E



SITE PLAN

22"x34" SCALE: 1" = 20'-0"
11"x17" SCALE: 1" = 40'-0"

1

AT&T
1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS

ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T WIRELESS IS STRICTLY PROHIBITED

smartlink
10 CHURCH CIRCLE
ANNAPOLIS, MD 21401

SZS ENGINEERING
4551 EAST CARRIAGE WAY
GILBERT, AZ 85297

Registered Professional Engineer (Civil)
CERTIFICATE NO
51689
SAMUEL EDUARDO
GONZALEZ
10/31/25
Date Signed
ARIZONA U.S.A.

EXPIRES: 12/31/2027

REV.	DATE	REVISION DESCRIPTION
0	10-31-25	ISSUE FOR PERMIT

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS AND SPEC'S, UNLESS SPECIFICALLY STATED OTHERWISE. THE MANUFACTURES EQUIPMENT INSTALLATION SPEC'S SHALL ALWAYS BE VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION.

PROJECT INFORMATION:

AZL02594
VB AZ-5473 VOLCANO
8475 E LAREDO DR
PRESCOTT VALLEY, AZ 85344
YAVAPAI COUNTY

FA: 15200595 USID: 502203

DRAWN BY:	CHECKED BY:
JR	SEG

SHEET TITLE:
SITE PLAN

C-1

REV.: 0

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

EXHIBIT E

Allynx Lease

(Attached)

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

EXHIBIT F

CONSENT, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

[FOLLOWS ON NEXT PAGE]

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

CONSENT, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS CONSENT, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the date below, by and among the Town of Prescott Valley, Arizona having an address at 7501 E Skoog Boulevard, Prescott Valley, AZ 86314 (hereinafter called "**Town**") and Allynx Corporation, an Arizona corporation having a mailing address 7025 N 47th St, Paradise Valley, AZ 85253(hereinafter called "**Sublessor**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE 3rd Floor, Atlanta, GA 30319 (hereinafter called "**Sublessee**") .

RECITALS:

A. Town and Sublessor have entered into a lease agreement (the "**Allynx Lease**"), dated [Insert Date] , 20 covering property more fully described on **Exhibit 1** attached hereto and made a part hereof, upon property having a street address of 7931 E. Rusty Spur Trail, Prescott Valley, Arizona 86315 ("**Property**"), a part of which Property contains the Premises (as hereinafter defined); and

B. Sublessee has entered into a certain Site Sublease dated [Insert Date] , 20 (the "**Lease**") with Sublessor, covering property more fully described in **Exhibit 2** attached hereto and made a part hereof (the "**Premises**"); and

C. Sublessee desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Notwithstanding anything contained in the Allynx Lease to the contrary, Town consents to the subleasing by Sublessor of the Premises to Sublessee subject to the terms and conditions contained herein. So long as this Agreement remains in full force and effect, the Lease is and will be subject and subordinate to the Allynx Lease insofar as it affects the real property and fixtures of which the Premises forms a part (but not Sublessee's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions of the Allynx Lease.

2. In the event the Allynx Lease is terminated or expires or Town succeeds to the interest of Sublessor or any other landlord under the Lease: (a) the Lease shall remain in full force and effect as a direct lease between Town (and its/their heirs, distributes and assigns) and Sublessee; (b) Town agrees not to affect or disturb Sublessee's right to possession of the Premises and any of Sublessee's other rights under the Lease so long as Sublessee is not then in default of any terms or provisions of the Lease, after applicable notice and/or grace periods; (c) Town and Sublessee hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; and (d) notwithstanding any removal or restoration requirements contained in the Allynx Lease, Sublessor shall transfer ownership of its rights, if any, in the Antena Facilities (as defined in the Lease) to Town. Accordingly, from and after any such event, Town and Sublessee will have the same remedies against one another for the breach of an agreement contained in the Lease as Sublessee and Sublessor had before Town succeeded to the interest of Sublessor; provided, however, that Town will not be personally liable for any act or omission of any prior landlord (including Sublessor).

3. Town understands, acknowledges and agrees that, except as expressly provided in Section 2 of this Agreement, Town will acquire no interest in any equipment, trade fixtures and/or other property installed by Sublessee on the Property or Premises and Town hereby expressly waives any interest which Town may have or acquire with respect to such equipment, trade fixtures and/or other property of Sublessee now, or hereafter, located on or affixed to the Property, Premises or any portion thereof, and Town hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property or Premises.

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4. This Agreement will be binding upon and will extend to and benefit the parties hereto and their respective heirs, distributees, successors and assigns and to any assignees or subtenants of Sublessee which are permitted under the Lease. The term "**Town**," when used in this Agreement, will be deemed to include any person or entity which acquires title to or the right to possession of the Property by, through or under Town, whether directly or indirectly.

5. This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

[Remainder of Page Intentionally Blank – Signature Page Follows]

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the day of , 20 .

LANDLORD: Allynx Corporation, an Arizona corporation

By: _____
Print Name: Richard Q. Nye
Its: President
Date: [Insert Date]

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

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: [_____]
Its: [Insert Title]
Date: [Insert Date]

TOWN: Town of Prescott Valley

By: _____
Print Name: [_____]
Its: [Insert Title]
Date: [Insert Date]

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE

Docusign Envelope ID: AE7FA96A-E83E-8CA3-82B1-14FA8362A59E

ACKNOWLEDGEMENTS

LANDLORD

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20___, before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Sublessor for the purposes therein contained.

_____
Notary Public: _____
My Commission Expires: _____

TENANT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20___, before me personally appeared _____, who acknowledged under oath that he/she is the _____ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Sublessee named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Sublessee.

_____
Notary Public: _____
My Commission Expires: _____

TOWN

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 20___ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Mortgagee for the purposes therein contained.

_____
Notary Public: _____
My Commission Expires: _____