

CONSENT TO SUBLEASE AND LEASEBACK BETWEEN VERIZON WIRELESS, LLC AND VERTICAL BRIDGE

This Consent to Sublease and Leaseback (“Consent”) is entered into as of the date below by and between the City of Maricopa, an Arizona municipal corporation, (hereinafter “Lessor”), Gila River Cellular General Partnership, d/b/a Verizon Wireless (hereinafter “Lessee”), and Vertical Bridge LLC, a Delaware limited liability company (hereinafter “Vertical Bridge”).

RECITALS

Whereas, Lessor and Lessee entered into that certain Land Lease Agreement dated January 15, 2013 (the “Lease”).

Whereas, Lessor is the owner of the Premises located at 18800 N. Porter Road, Maricopa, Arizona which is subject to the Lease.

Whereas, Lessee entered into an agreement with Vertical Bridge to exclusively lease, operate and manage the Premises (the “Agreement”). The Lease and Premises associated with the Lease are part of the Agreement.

Whereas, as part of the Agreement, Lessee desires to: (i) sublease the Lease to Vertical Bridge, and (ii) leaseback a portion of the Premises from Verizon Bridge and retain certain rights to continue using such portion of the Premises (such sublease and leaseback hereinafter referred to as the “Sublease and Leaseback”).

Now Therefore, in consideration of the foregoing recitals and the mutual covenants set forth herein, it is understood and agreed as follows:

1. **Recitals Incorporated.** The above state Recitals are incorporated herein as if fully set forth in their entirety.
2. **Consent to Sublease and Leaseback.** Lessor hereby consents to the Sublease and Leaseback, subject to and specifically conditioned upon the following:
 - (a) **No Release.** This Consent to Sublease and Leaseback shall in no way release the Lessee or any person or entity claiming by, through or under Lessee, including Vertical Bridge, from any of its covenants, agreements, liabilities and duties under the Lease, as the same may be amended from time

to time, without respect to any provision to the contrary in the Agreement.

- (b) **Specific Provisions of Lease and Sublease.** This Consent to Sublease and Leaseback does not constitute approval by Lessor of any of the provisions of the Agreement or any agreement related thereto or therewith; nor shall the same be construed to amend the Lease in any respect, any purported modifications being solely for the purpose of setting forth the rights and obligations as between Lessee and Verizon Bridge, but not binding Lessor. The Agreement and any related agreements are, in all respects, subject and subordinate to the Lease, as the same may be amended, with respect to this Premises. Furthermore, in the case of any conflict between the provisions of this Consent to Sublease and Leaseback and the provisions of the Agreement, the provisions of this Consent to Sublease and Leaseback, as the case may be, shall prevail, unaffected by the Agreement or any agreement related thereto or therewith.
- (c) **Limited Consent.** This Consent to Sublease and Leaseback does not and shall not be construed or implied to be consent to any other matter for which Lessor's consent is required under the Lease.
- (d) **Lessee's Continuing Liability.** Lessee shall be liable to Lessor for any default under the Lease, whether such default is caused by Lessee, Vertical Bridge or anyone claiming by or through either Lessee or Vertical Bridge but the foregoing shall not be deemed to restrict or diminish any right which Lessor may have, in law or in equity, for violation of the Lease or otherwise, including, without limitation, the right to enjoin or otherwise restrain any violation of the Lease by Vertical Bridge.
- (e) **Termination of Lease.** If at any time prior to the expiration of the term of the Sublease and Leaseback the Lease shall terminate or be terminated for any reason, the Sublease and Leaseback shall be deemed to simultaneously terminate.
- (f) **No Waiver; No Privity.** Nothing herein contained shall be deemed a waiver of any of the Lessor's rights under the Lease. In no event, however, shall Lessor be deemed to be in privity of contract with Vertical Bridge or owe any obligation or duty to Vertical Bridge under the Lease, any duties of Lessor under the Lease being in favor of, for the benefit of and enforceable solely by Lessee.

(g) **Notices.** Vertical agrees to abide by the terms of the Lease, including but not limited to Section 22.

Dated this _____ day of _____, 2025.

Lessor:

CITY OF MARICOPA,
a municipal corporation,

By: _____
Nancy Smith, Mayor

Attest:

Approved as to Form:

By: _____
Vanessa Bueras, MMC
City Clerk

By: _____
Denis Fitzgibbons,
City Attorney

Lessee:

Gila River Cellular General Partnership, d/b/a Verizon Wireless

By: _____

VERTICAL BRIDGE:

Vertical Bridge LLC,
a Delaware limited liability company

By: _____