

**ATTORNMEN T AND AGREEMENT RELATING TO
LEASE AND LICENSE AGREEMENTS**

The parties hereto hereby attorn and agree with reference to the Lease Agreement by and between Entertainment Center Community Facilities District (the “District”), as Lessor, and Prescott Valley Events Center, LLC (“PVEC”), as Lessee, dated as of December 21, 2006 (the “Center Lease”), and a related License Agreement (described herein), as follows:

1. PVEC filed its Chapter 11 petition on August 14, 2015, thereby initiating its case No. 3:15-bk-10356-MCW (“Bankruptcy Case”) before the United States Bankruptcy Court for the District of Arizona (the “Court”).

2. The Center Lease is listed by PVEC as an executory contract in its Schedules filed in the Bankruptcy Case. As of the date of this Agreement, PVEC, as Debtor-in-Possession, has not assumed or rejected the Center Lease; September 30, 2016, is the current deadline in the Bankruptcy Case for the assumption or rejection of the Center Lease. No plan is currently proposed by any party in the Bankruptcy Case, and no motion has been filed seeking conversion or dismissal of the Bankruptcy Case.

3. On March 21, 2016, the Court entered its “Order Granting Motion to Approve Lease with NAZB, LLC” (“Lease Order”). PVEC and NAZB, LLC, as Licensor and Licensee, respectively, and in reliance on the Lease Order, have entered into the License Agreement dated _____, which has been contemporaneously filed with the Court as Addendum A to the “Notice of Agreements Implementing Lease Order of March 21, 2106.”

4. The License Agreement, under Sections 4(a)(ii) and 17, provides for specified events of default and termination; however, the parties hereto intend, acknowledge, and agree that a termination of the License Agreement should not or would not occur as a result of a rejection of the Center Lease Agreement in the Bankruptcy Case, whether in the pending Chapter 11 case or in the event of a subsequent conversion

to Chapter 7, except in accordance with Licensor's and Licensee's rights to terminate in accordance with Section 4(a)(ii) of the License Agreement.

5. Therefore, the parties hereto attorn and agree that the District, the Licensee, and ~~or~~ PVEC, including any ~~the~~ representative of the bankruptcy estate of PVEC, shall continue to abide, acknowledge, and honor the terms of the License Agreement, notwithstanding any rejection of the Lease Agreement, whether pursuant to Bankruptcy Code § 365, pursuant to the confirmation of any plan of reorganization providing for such a rejection, or pursuant to the expiration of any deadline for assumption or rejection of the Lease Agreement in the Bankruptcy Case, subject to the provisions of Section 4(a)(ii) of the License Agreement.

6. The parties hereto agree to act to ensure compliance with the License Agreement and this Attornment Agreement, including reasonable efforts to prevent any disruption or breach of either the License Agreement and this Attornment Agreement.

7. This Attornment Agreement may be executed in counterparts.

8. This Attornment Agreement may be recorded in the records of Yavapai County, Arizona, by any party.

DATED, as of this _____ day of April, 2016.

[SIGNATURE PAGES 1 THROUGH 3 TO FOLLOW]

PRESCOTT VALLEY EVENTS CENTER, LLC
an Arizona limited liability company, Debtor and Debtor-in-Possession

By _____
Its _____

[SIGNATURE PAGE 1 OF 3]

ENTERTAINMENT CENTER COMMUNITY FACILITIES DISTRICT,
a Community Facilities duly organized and validly existing under the
laws of the State of Arizona

By 
Its TOWN MANAGER

[SIGNATURE PAGE 2 OF 3]

NBAZ, LLC, an Arizona corporation

By _____
Its _____

[SIGNATURE PAGE 3 OF 3]