

Prepared by and Return to:

Richard Q. Nye
Cell Site No: PHNXAZPR17
Cell Site Name: Mountain Valley Park
Fixed Asset Number: 10145626
State: Arizona
County: Yavapai

**NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT ("Agreement), dated as of the date below, between **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company having its principal office at 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, (hereinafter called "**Sublessee**") and **Allynx Corporation, an Arizona corporation**, having its principal office 3108 E. Sierra Vista Drive, Phoenix Arizona 85016 ("**Sublessor**"), and **The Town of Prescott Valley, an Arizona municipal corporation**, having a mailing address of 7501 E. Civic Circle, Prescott Valley, Arizona 86314 ("**Prime Lessor**").

W I T N E S S E T H :

WHEREAS, Prime Lessor has entered into a certain Antenna Site Lease, dated _____ (the "**Prime Lease**") with Sublessor, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Premises**"); and

WHEREAS, Sublessor has given to Sublessee a Site Sublease (the "**Sublease**") upon the Premises;

WHEREAS, Sublessee desires to be assured of continued access to the Premises and occupancy of the Premises under the terms of the Sublease and subject to the terms of this 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. In the event Prime Lessor takes possession of the Premises by termination of the Prime Lease, Prime Lessor agrees not to affect or disturb Sublessee's right to possession of the Premises or access to the Premises, and any of Sublessee's other rights under the Sublease in the exercise of Prime Lessor's rights so long as Sublessee is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Sublease.

2. In the event that Prime Lessor succeeds to the interest of Sublessor, Prime Lessor and Sublessee hereby agree to be bound to one another under all of the terms, covenants and conditions of the Sublease; accordingly, from and after such event, Prime Lessor and Sublessee will have the same remedies against one another for the breach of an agreement contained in the Sublease as Sublessee and Sublessor had before Prime Lessor succeeded to the interest of Sublessor; provided, however, that Prime Lessor will not be:

- (a) personally liable for any act or omission of any prior Sublessor;
or
- (b) bound by any rent or additional rent which Sublessor might have paid for more than the payment period as set forth under the Sublease (one month, year etc.) in advance to Sublessor.

3. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or Sublessees of the parties.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

PRIME LESSOR: Town of Prescott Valley, an Arizona municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

SUBLESSOR: Allynx Corporation, an Arizona corporation

By: _____
Name: _____
Title: _____
Date: _____

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

By: _____
Name: _____
Title: _____
Date: _____

ACKNOWLEDGEMENTS

PRIME LESSOR

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 2011, before me, personally appeared _____, who acknowledged under oath, that he/she is the _____ of The Town of Prescott Valley, the Prime Lessor named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Prime Lessor.

Notary Public: _____
My Commission Expires: _____

SUBLESSOR

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On the ____ day of _____, 2011, before me personally appeared Richard Q. Nye, who acknowledged under oath that he is the President of Allynx Corporation, the Sublessor named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Sublessor.

Notary Public: _____
My Commission Expires: _____

SUBLESSEE

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On the ____ day of _____, 2011, before me, personally appeared _____, and acknowledged under oath that he 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: _____