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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Return Instrument to:

Jay H. Lindy, Esq.
130 North Court Avenue
Memphis, Tennessee 38103
Telephone: (901) 524-5000

NON-DISTURBANCE, ATTORNMENT AND CONSENT AGREEMENT

THIS NON-DISTURBANCE, ATTORNMENT AND CONSENT AGREEMENT (this "Agreement") is made as of the 3rd day of July, 2007, by and among WELLS FARGO BANK, N.A. (the "Lender") and Tower Ventures V, LLC (the "Tenant").

WHEREAS, MARK J. MATZ AND SARA K. MATZ (the "Landlord") is the lessor under that certain Land Lease Agreement (the "Lease") dated April 2, 2007, between Tenant as Lessee, and Landlord, as Lessors therein, leasing the premises (the "Premises") situated on certain property located in DeSoto County, Mississippi and Shelby County, Tennessee, which property is more fully described on the Exhibit "A" attached hereto and made a part hereof;

WHEREAS, Landlord executed a Deed of Trust dated March 31, 2006 to Wells Fargo Bank, N. A., which Deed of Trust encumbers the Premises, recorded in the public records of DeSoto County, Mississippi, in Book 2447 at Page 1, all as more fully set forth therein (the "Mortgage");

WHEREAS, Landlord wishes to obtain consent from Lender for the Lease of the Premises to Tenant and Tenant's successors and assigns.

WHEREAS, Tenant wishes to obtain a non-disturbance agreement from Lender so as to be assured of continued possession of the Premises if the Mortgage is foreclosed; and Lender is willing to grant to Tenant and its successors and assigns, a non-disturbance agreement on the following terms and conditions.

NOW, THEREFORE, for valuable consideration, Lender, Landlord, and Tenant agree as follows:

1. Lender consents to Landlord leasing the premises to Tenant and Tenant's successors and assigns.
2. So long as Tenant continues to pay promptly the rents due under the Lease and otherwise complies with the terms and provisions thereof, Lender shall not disturb the rights of possession of Tenant in the Premises or in the Lease, notwithstanding any foreclosure or proceedings in lieu thereof affecting the Property, whether or not Tenant is made a party thereto.

Burch Pender Jd

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3. Upon the completion of foreclosure proceedings and the sale of the Premises, or if Lender should otherwise acquire possession of the Premises, Tenant shall attorn to the purchaser after such taking of possession of Premises or to Lender, as the case may be, and shall recognize such purchaser or Lender as Tenant's landlord under the Lease. From time to time, upon the request of the purchaser at foreclosure or the Lender, as the case may be, Tenant shall execute and deliver any instrument specified in such request to evidence such attornment.

4. Upon attornment by Tenant pursuant to paragraph 3 hereof, the Lease shall continue in full force and effect as a direct lease between Tenant and the purchaser at foreclosure or Lender, as the case may be, subject to all of the terms of such Lease except, that such purchaser or Lender, as the case may be, shall not:

- (a) be liable for any previous act or omission of Landlord under such Lease;
- (b) be subject to any offset which shall have theretofore accrued to Tenant against the landlord under such Lease; or
- (c) be bound by any prepayment of more than one (1) year's rent unless such prepayment shall have been approved by Lender.

5. This Agreement contains the entire understanding between Lender and Tenant, and may not be changed except by an instrument signed by all parties hereto.

6. All notices, approvals, consents and other communications referred to herein shall be in writing and sent by certified mail, return receipt requested, addressed to the parties at their addresses as set forth below or to such other address as either party shall by notice to the other.

7. This Agreement shall be binding upon and inure to the benefit of Lender and Tenant and their respective successors and assigns. Lender hereby acknowledges that Tenant intends to lease space on its tower located on the Premises to third party communication companies and may convey and assign the Lease to a third party pursuant to the Lease, and that Tenant has the right to assign this Agreement and its rights and obligations thereunder to such third parties.

8. This Agreement may be executed in any number of counterparts, all of which counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Lender and Tenant have executed this Agreement on the day and year first hereinabove written.

LENDER:

Wells Fargo Bank, N. A.

By: *Lorna L. Slaughter*
Name: Lorna L. Slaughter
Title: Vice President
Date: July 13, 2007
Address: 5325 Spectrum Drive
Frederick, MD 21703

TENANT:

TOWER VENTURES V, LLC

By: *William E. Orgel*
Name: William E. Orgel
Title: Chief Manager
Date: 6-13-07
Address: 4091 Viscount Avenue
Memphis, TN 38118

State of Tennessee
County of Shelby

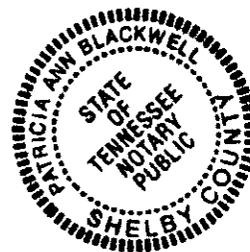
Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William E. Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Chief Manager of Tower Ventures V, LLC, a limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this 12th day of June, 2007.

Patricia Ann Blackwell
Notary Public

My Commission Expires:

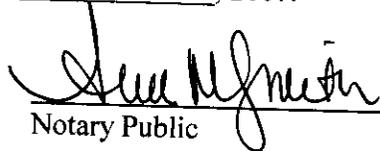
My Commission Expires Sept 16, 2009



State of Maryland
County of Washington

Before me, a Notary Public in and for said county, personally appeared Lorna L. Slaughter, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be Vice President of Wells Fargo Bank, N.A., the within named bargainer, a limited liability ~~company~~ Association, and that he/she as such Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability ~~company~~ Association by himself/herself as Vice President.

Witness my hand, at office, this 13 day of July, 2007.



Notary Public

My Commission Expires:
8-29-2009

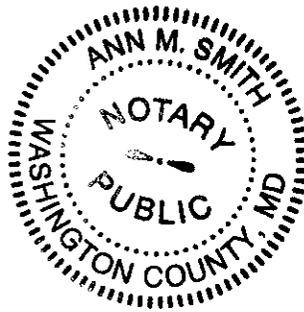


EXHIBIT "A"

PREMISES

PAGE 1 OF 2

PROPOSED LEASE PARCEL:

Description of a Proposed Lease Parcel on part of the Mark J. Matz and wife, Sara K. Matz property recorded in Book 349, Page 456 and being located in the southwest corner of Section 17, Township 1 South, Range 5 West, DeSoto County, Mississippi:

Commencing at a found rebar at the southwest corner of the Allen C. Dunstan and wife, Alison Dunstan property recorded in Book 332, Page 455, said point being located 656.65 feet north of the southwest corner of Section 17, Township 1 South, Range 5 West as measured along the west line of said Section 17; thence south 87 degrees 44 minutes 35 seconds east with the south line of said property recorded in Book 332, Page 455, 1665.17 feet to a point; thence south 02 degrees 15 minutes 25 seconds west across the Mark J. Matz and wife, Sara K. Matz property recorded in Book 349, Page 456, 83.22 feet to a set 1/2" rebar with plastic cap and the Point of Beginning; thence across said property recorded in Book 349, Page 456 the following calls: south 06 degrees 55 minutes 25 seconds east, 81.18 feet to a set 1/2" rebar with plastic cap; south 83 degrees 04 minutes 35 seconds west, 24.58 feet to a set 1/2" rebar with plastic cap; north 32 degrees 52 minutes 51 seconds west, 90.29 feet to a set 1/2" rebar with plastic cap; north 83 degrees 04 minutes 35 seconds east, 64.10 feet to the point of beginning and containing 3,600 square feet of land.

ACCESS:

Description of a Proposed 20' Wide Access Easement on part of the Mark J. Matz and wife, Sara K. Matz property recorded in Book 349, Page 456 and being located in the southwest corner of Section 17, Township 1 South, Range 5 West, DeSoto County, Mississippi:

Beginning at a found rebar at the southwest corner of the Allen C. Dunstan and wife, Alison Dunstan property recorded in Book 332, Page 455, said point being located 656.65 feet north of the southwest corner of Section 17, Township 1 South, Range 5 West as measured along the west line of said Section 17; thence south 87 degrees 44 minutes 35 seconds east with the south line of said property recorded in Book 332, Page 455, 1373.63 feet to a point; thence south 70 degrees 07 minutes 49 seconds east across the Mark J. Matz and wife, Sara K. Matz property recorded in Book 349, Page 456, 285.44 feet to a point in the north line of the Proposed Lease Parcel described hereon; thence south 83 degrees 04 minutes 35 seconds west across said property recorded in Book 349, Page 456 and with the north line of said Proposed Lease Parcel, 44.37 feet to a set 1/2" rebar with plastic cap; thence westwardly continuing across said property recorded in Book 349, Page 456 the following calls: north 70 degrees 07 minutes 49 seconds west, 242.73 feet; north 87 degrees 44 minutes 35 seconds west, 1370.46 feet to a point in the east line of the Industrial Developments International, Inc. property recorded in Book 504, Page 356; thence north 02 degrees 03 minutes 33 seconds east with the east line of said property recorded in Book 504, Page 356 and with the west line of said Section 17, 20.00 feet to the point of beginning and containing 32,723 square feet or 0.75 acres of land.

PARENT PARCEL:

Description of the Mark J. Matz and wife, Sara K. Matz property recorded in Book 349, Page 456 and being located in the southwest corner of Section 17, Township 1 South, Range 5 West, DeSoto County, Mississippi:

Beginning at a found rebar at the southwest corner of Section 17, Township 1 South, Range 5 West, said point being located in the east line of the Industrial Developments International, Inc. property recorded in Book 504, Page 356 and being located in the north line of the DeSoto County School Board property recorded in Book 491, Page 384; thence north 02 degrees 03 minutes 33 seconds east with the west line of said Section 17 and with the east line of said property recorded in Book 504, Page 356, 656.65 feet to a found rebar in the south line of the Allen C. Dunstan and wife, Alison Dunstan property recorded in Book 332, Page 455; thence south 87 degrees 44 minutes 35 seconds east with the south line of said property recorded in Book 332, Page 455, 1969.00 feet to a found rebar in the west

EXHIBIT "A"
PREMISES
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line of the Donald L. Tucker and wife, Ann M. Tucker property recorded in Book 329, Page 784; thence south 02 degrees 40 minutes 25 seconds west with the west line of said property recorded in Book 329, Page 784, 658.18 feet to a found rebar (found iron pipe 6.64 feet south) in the north line of said property recorded in Book 491, Page 384; thence north 87 degrees 41 minutes 55 seconds west with the north line of said property recorded in Book 491, Page 384, 1961.95 feet to the point of beginning and containing 29.66 acres of land.