MARGINAL NOTATION FORM

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DeSoto County Chancery Clerk's Office
W.E. "Sluggo" Davis, Chancery Clerk

Instrument Type	Book	Page	Lot & SD	Date	Deputy Clerk
rel	183	491		06/26/2015	cao

3/23/12 2:06:37
DK P BK 150 PG 512
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

This instrument prepared by and when recorded return to:
William R. Bradley, Jr., Attorney
Glankler Brown, PLLC
6000 Poplar Avenue, Suite 400
Memphis, Tennessee 38119
MS Bar No. 4275
901-525-1322

Grantor:
Tower Ventures V, LLC
4091 Viscount Avenue
Memphis, TN 38118
Phone: 901-794-9494

Grantee:
Trustmark National Bank
1365 S. Germantown Road
Germantown, TN 38183
Phone: 901-309-8307

INDEXING INSTRUCTIONS: **NE ¼ NW ¼ Section 7, Township 2 South, Range 7 West, DeSoto County, MS**

ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT
Site No: MS 17044 Site Name: Swinnea Road

THIS ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT ("Assignment"), made and entered into as of the 20th day of March, 2012, by **Tower Ventures V, LLC,** a Tennessee limited liability company ("Sub-Lessor"), for the benefit of **Trustmark National Bank** ("Lender").

WITNESSETH:

WHEREAS, Sub-Lessor acquired leasehold rights to build, own and operate a communications tower (the "Tower") under that certain Land Lease Agreement dated January 16, 2007 (the "Lease"), by and between Avery Chapel A.M.E. Church, as landlord, and Powertel/Memphis, Inc., as tenant ("Powertel"), which Lease was assigned by Powertel to Sub-Lessor by Assignment and Assumption Agreement dated March 31, 2008, and recorded in the Office of the Chancery Clerk of DeSoto County, Mississippi in Book 126, Page 129, and covering certain real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Property");

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WHEREAS, Sub-Lessor has developed the Tower and has leased space on the Tower to certain broadband telecommunications carriers under certain leases more particularly described in Exhibit B attached hereto, including any and all extensions, renewals and modifications thereof and guaranties of the performance or obligations of any tenants or lessees thereunder, whether now or hereafter entered into (said lease, agreement and guaranties thereof, and any and all future subleases of Tower space, are hereinafter referred to as the "Sub-Lease"), and said tenant or lessee is hereinafter referred to as "Sub-Tenant"), which Sub-Lease covers portions of the Property;

NOW, THEREFORE and in consideration of the sum of Ten and No/100 Dollars ($10.00) and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the indebtedness and other obligations of Borrower hereinafter set forth, Sub-Lessor does hereby grant, transfer and assign to Lender, its successors, successors-in-title, and assigns, all of Sub-Lessor's right, title and interest in, to and under the Sub-Lease;

TOGETHER WITH all of said parties' right, title and interest in and to all rents, issues and profits from the Sub-Lease and from the Property.

TO HAVE AND TO HOLD the same unto Lender, its successors and assigns forever, subject to and upon the terms and conditions set forth herein.

This Assignment is made for the purpose of securing (a) the full and prompt payment when due, whether by acceleration or otherwise, with such interest as may accrue thereon, either before or after maturity thereof, of the indebtedness evidenced by that certain Promissory Note of even date herewith executed by TV6 Holdings, LLC, TV6-W, LLC, Tower Assets Newco II, LLC, Tower Assets Newco III, LLC, Tower Assets Newco IV, LLC, Tower Assets Newco V, LLC, Tower Assets Newco VIII, LLC, Tower Assets Newco IX, LLC, Tower Ventures V, LLC, TV6-HC Towers, LLC, Forest Hill Tower, LLC, Lewisburg Tower, LLC, TV6 Signal Source Towers, LLC, Towerwich, LLC and TV6 Stout Tower, LLC (collectively, "Borrower") to Lender in the original principal amount of THIRTY MILLION and No/100 DOLLARS ($30,000,000.00) together with any renewals, modifications, consolidations and extensions thereof (collectively the "Note"), and (B) the full and prompt payment and performance of any and all other obligations of Borrower to Lender under any other instruments now or hereafter evidencing, securing or otherwise relating to the indebtedness evidenced by the Note (the Note and said other instruments are hereinafter referred to collectively as the "Loan Documents", and said indebtedness is hereinafter referred to as the "Indebtedness"). **THE NOTE IS A REVOLVING CREDIT PROMISSORY NOTE AND IT IS CONTEMPLATED THAT BORROWER MAY FROM TIME TO TIME, BORROW, REPAY AND REBORROW ALL OR ANY PORTION OF THE PRINCIPAL INDEBTEDNESS EVIDENCED BY THE NOTE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN BUSINESS LOAN AGREEMENT OF EVEN DATE HEREWITH BETWEEN BORROWER AND LENDER ("LOAN AGREEMENT").**

ARTICLE I

Warranties and Covenants

1.01 Warranties of Sub-Lessor. Sub-Lessor hereby warrants and represents that:

(a) At all times that the Sub-Lease shall be in effect, Sub-Lessor will be the sole holder of the lessor's interest under the Sub-Lease, will be entitled to receive the rents, issues and profits from the Sub-Lease, and will have good right to sell, assign, transfer, and set over the same and to grant to and confer upon Lender the rights, interest, powers and authorities herein granted and conferred;

(b) Except for this Assignment, Sub-Lessor's security interest and any assignment which may be contained in the underlying ground lease, Sub-Lessor has not made an assignment of any of its rights under any of the Sub-Lease or with respect to any of said rents, issues or profits and will not do so without Lender's prior written consent;

(c) Sub-Lessor has not done any act nor omitted to do any act, nor will Sub-Lessor do or omit to do any act which might prevent Lender from, or limit Lender in, acting under any of the provisions of this Assignment;

(d) The Sub-Lease provides or will provide for rental to be paid not less frequently than monthly, in advance, and Sub-Lessor has not accepted nor will it accept, payment of rental under the Sub-Lease for more than one (1) month in advance of the accrual thereof;

(e) Neither the execution and delivery of this Assignment or the Sub-Lease, the performance of each and every covenant of Sub-Lessor under this Assignment and the Sub-Lease, nor the meeting of each and every condition contained in this Assignment, conflicts with, or constitutes a breach or default under any agreement, indenture or other instrument to which Sub-Lessor is or may become a party or any law, ordinance, administrative regulation, or court decree which is or may become applicable to Sub-Lessor;

(f) No action has been brought or, so far as is known to Sub-Lessor, is threatened, which would interfere in any way with the right of Sub-Lessor to execute this Assignment and perform all of Sub-Lessor's obligations contained in this Assignment and in the Sub-Lease; and

(g) The Sub-Lease is or will be valid, enforceable and in full force and effect and will not be modified or amended without Lender's prior written approval.

1.02 Covenants of Sub-Lessor. Sub-Lessor hereby covenants and agrees with Lender that:

(a) Sub-Lessor shall (i) fulfill, perform and observe each and every condition and covenant of landlord or lessor contained in each Sub-Lease in all material respect; (ii) give prompt notice to Lender of any claim of default under the Sub-Lease, whether given by the Sub-Tenant to Sub-Lessor, or given by Sub-Lessor to the Sub-Tenant, together with a complete copy of any such notice; (iii) at no cost or expense to Lender, enforce, short of termination, the performance and observance of each and every covenant and condition of the Sub-Lease to be performed or observed by the Sub-Tenant thereunder; and (iv) appear in and defend any action growing out of, or in any manner connected with, the Sub-Lease or the obligations or liabilities of Sub-Lessor as the landlord thereunder or of the Sub-Tenant or any guarantor thereunder;

(b) Sub-Lessor will not, without the prior written consent of Lender, (i) modify the Sub-Lease; (ii) terminate the term or accept the surrender of the Sub-Lease; (iii) waive or release the Sub-Tenant from the performance or observance by the Sub-Tenant of any obligation or condition of the Sub-Lease; (iv) permit the prepayment of any rents under the Sub-Lease for more than one (1) month prior to the accrual thereof; (v) give any consent to any assignment or sublease by the Sub-Tenant under the Sub-Lease; or (vi) assign its interest in, to or under the Sub-Lease or the rents, issues and profits from the Sub-Lease and from the Property to any person or entity other than Lender;

(c) Sub-Lessor shall not take any action which shall cause or permit the estate of any Sub-Tenant under the Sub-Lease to merge with the interest of Sub-Lessor in the Property or any portion thereof;

(d) Sub-Lessor hereby agrees to protect, indemnify and save harmless Lender from and against: (i) all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorney's fees and expenses) imposed upon or incurred by Lender by reason of this Assignment; and (ii) any claim and demand whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking to be performed or discharged by Lender under this Assignment. In the event Lender incurs any liability, loss or damage by reason of this Assignment, or in the defense of any claims or demands arising out of or in connection with this Assignment, the amount of such liability, loss or damage shall be added to the Indebtedness secured hereby, shall bear interest at the interest rate specified in the Note from the date incurred until paid and shall be payable on demand.

1.03 Covenants of Lender. Lender hereby covenants and agrees with Sub-Lessor that:

(a) So long as there shall exist no Event of Default, as defined in paragraph 3.01, below, on the part of Sub-Lessor, Sub-Lessor shall have the right to collect, but not more than one (1) month prior to accrual, all rents, issues and profits from the Sub-Lease and to retain, use and enjoy the same; and

(b) Upon the payment in full of the Indebtedness, this Assignment shall be terminated and released of record by Lender and shall be of no further force or effect.

ARTICLE II

Security Agreement

2.01 Creation of Security Interest. Sub-Lessor hereby grants to Lender a security interest in all tangible personal property (the "Personal Property") owned by Sub-Lessor, and now or at any time hereafter located on or at the Property or used in connection therewith, including, but not limited to:

(a) All equipment and fixtures (whether or not so attached to the realty as to become a part thereof) and all other tangible personal property of every kind and character owned by Sub-Lessor now or at any time hereafter located in or on the Tower and other improvements (the "Improvements") located on the Property or used in connection therewith, together with all substitutions, additions, and accessions to any and all of the foregoing, and exchanges and replacements of any and all of the foregoing;

(b) All building materials owned by Sub-Lessor now or hereafter located on the Property, prior to incorporation of said building materials in the Improvements;

(c) All plans and specifications owned by Sub-Lessor related to the Property and the Improvements;

(d) All rents, incomes, profits, revenues, royalties, bonuses, rights, accounts, contract rights, general intangibles, and benefits whether arising under any leases or tenancies now existing or hereafter created on the Property and the Improvements, or otherwise;

(e) All leases and subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all rights and interests thereunder, including without limitation, all cash or security deposits, advance rentals, guarantees and deposits of similar nature;

(f) All judgments, awards of damages, and settlements hereafter made to Sub-Lessor as a result of or in lieu of any taking of the Property and Improvements, or any part thereof or interest therein under the power of eminent domain, or for any damage (whether

cause by such taking or otherwise) to the Property or the Improvements or any part thereof or interest therein, including any award for change of grade of streets;

(g) All proceeds of hazard or other insurance policies payable to Sub-Lessor maintained with respect to any Personal Property described in subparagraphs (a) and (b) above or with respect to the Improvements (whether or not Lender is loss payee thereof); and

(h) All proceeds of any and all of the foregoing collateral. (Although proceeds are covered, Lender does not authorize the sale or other transfer of any of the collateral or the transfer of any interest in the collateral);

all for the purpose of securing all obligations of Sub-Lessor contained in any of the Loan Documents.

2.02 Warranties, Representations and Covenants of Sub-Lessor. Sub-Lessor hereby warrants, represents and covenants as follows:

(a) Except for the security interest granted hereby, Sub-Lessor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever. Sub-Lessor will notify Lender of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

(b) Sub-Lessor will not lease, sell, convey or in any manner transfer the Personal Property, except in the normal course of business, without the prior written consent of Lender, which consent shall not unreasonably be withheld.

(c) The Personal Property is not used or bought for personal, family or household purposes.

(d) The Personal Property will be kept on or at the Property and Sub-Lessor will not remove the Personal Property from the Property without the prior written consent of Lender, except (i) in the ordinary course of business and (ii) such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Sub-Lessor.

(e) Sub-Lessor maintains a place of business in the State of Tennessee and Sub-Lessor will immediately notify Lender in writing of any change in its place of business as set forth in the beginning of this Assignment.

(f) Sub-Lessor hereby authorizes Lender to file one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Codes of the State of Mississippi and/or Tennessee in form satisfactory to Lender, and will pay the cost of filing same in all public offices wherever filing is reasonably deemed by Lender to be necessary or desirable.

(g) All covenants and obligations of Sub-Lessor contained herein relating to the Property shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

(h) This Assignment constitutes a Security Agreement as that term is used in the Uniform Commercial Code of the State of Mississippi.

2.03 Condition of Property. Sub-Lessor hereby warrants, represents and covenants to Lender that Sub-Lessor will maintain the collateral in good operating condition.

ARTICLE III

Default

3.01 Event of Default. The term "Event of Default", wherever used in this Assignment, shall mean any one or more of the following events:

(a) The occurrence of any "default" or "event of default" under any of the Loan Documents;

(b) The failure by Sub-Lessor duly and fully to comply with any covenant, condition or agreement of this Assignment; or

(c) The breach of any warranty by Sub-Lessor contained in this Assignment; or

(d) The occurrence of any "event of default" under the Loan Agreement.

3.02 Remedies. Upon the occurrence of any Event of Default, Lender may at its option, with or without notice or demand of any kind, exercise any or all of the following remedies:

(a) Declare any part or all of the Indebtedness to be, and thereupon the same shall become immediately due and payable;

(b) Perform any and all obligations of Sub-Lessor under the Sub-Lease or this Assignment and exercise any and all rights of Sub-Lessor therein as fully as Sub-Lessor itself could, including, without limiting the generality of the foregoing: enforcing, modifying, extending or terminating the Sub-Lease; collecting, modifying, compromising, waiving or increasing any or all of the rents payable thereunder; and, to the extent Lender shall incur any costs or expend any monies in connection with the performance of any obligations of Sub-Lessor, including costs of litigation, then all such costs, together with interest thereon from the incurring thereof at the

maximum rate specified in the Note, shall become a part of the Indebtedness and shall be due and payable on demand;

(c) In Sub-Lessor's or Lender's name, institute any legal or equitable action which Lender in its sole discretion deems desirable to collect and receive any or all of the rents, issues and profits assigned herein;

(d) Collect the rents, issues and profits and any other sums due under the Sub-Lease and apply the same, as follows:

(i) First, against all costs and expenses, including reasonable attorneys' fees, incurred in connection with the performance of Sub-Lessor's obligations under the Sub-Lease and collection of the rents thereunder;

(ii) Second, to the costs and expenses, including reasonable attorneys' fees, incurred in the collection of any or all of the Indebtedness, including all costs, expenses and attorneys' fees incurred in seeking to realize on any other collateral securing any or all of the Indebtedness;

(iii) Third, to any or all unpaid principal and interest on the Indebtedness, in such order of priority as Lender shall determine, in its sole discretion;

(iv) Fourth, to Sub-Lessor, or to the person or entity lawfully entitled thereto; and/or

(e) Exercise any or all of the remedies available to a secured party under the State of Mississippi Uniform Commercial Code, including, but not limited to:

(i) Either personally or by means of a court appointed receiver, take possession of all or any of the Personal Property and exclude therefrom Sub-Lessor and all others claiming under Sub-Lessor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Sub-Lessor in respect to the Personal Property or any part thereof. In the event Lender demands or attempts to take possession of the Personal Property in the exercise of any rights under any of the Loan Documents, Sub-Lessor promises and agrees to promptly turn over and deliver complete possession thereof to Lender;

(ii) Without notice to or demand upon Sub-Lessor, make such payments and do such acts as Lender may deem necessary to protect its security interest in the Personal Property, including, without limitation, paying,

purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority to pay all expenses incurred in connection therewith;

(iii) Require Sub-Lessor to assemble the Personal Property, or any portion thereof, at a place designated by Lender and reasonably convenient to both parties, and promptly to deliver such Personal Property to Lender, or an agent or representative designated by it. Lender, and its agents and representatives, shall have the right to enter upon any or all of Sub-Lessor's premises and property to exercise Lender's rights hereunder;

(iv) Sell, lease or otherwise dispose of the Personal Property at public sale, with or without having the Personal Property at the place of sale, and upon such terms and in such manner as Lender may determine in a commercially reasonable manner in accordance with the State of Mississippi Uniform Commercial Code. Lender may be a purchaser at any such sale;

(v) Sell, lease or otherwise dispose of the Personal Property through the Lender, at Lender's option, pursuant to the laws of the State of Mississippi;

(vi) Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender shall give Sub-Lessor at least ten (10) days prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof. Such notice may be mailed to Sub-Lessor at the address set forth at the beginning of this Assignment.

(f) Lender shall have full right to exercise any or all of the foregoing remedies without regard to the adequacy of security for any or all of the Indebtedness, and with or without the commencement of any legal or equitable action or the appointment of any receiver or trustee.

ARTICLE IV

General Provisions

4.01 Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon Sub-Lessor and Lender and their respective successors and assigns. Whenever a reference is made in this Assignment to "Sub-Lessor" or "Lender", such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of Sub-Lessor or Lender.

4.02 Terminology. All personal pronouns used in this Assignment whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and Articles are for convenience only and neither limit nor amplify the provisions of this Assignment itself.

4.03 Severability. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

4.04 Applicable Law. This Assignment shall be interpreted, construed and enforced according to the laws of the State of Mississippi.

4.05 No Third Party Beneficiaries. This Assignment is made solely for the benefit of Lender and its assigns. No Sub-Tenant under the Sub-Lease or any other person shall have standing to bring any action against Lender as the result of this Assignment or to assume that Lender will exercise any remedies provided herein, and no person other than Lender shall under any circumstances be deemed to be a beneficiary of any provision of this Assignment.

4.06 No Oral Modifications. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

4.07 Cumulative Remedies. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies vested in Lender in any of the Loan Documents or in law or equity, all of which rights and remedies are specifically reserved by Lender. The remedies herein provided or otherwise available to Lender shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies herein provided prevent the subsequent or concurrent resort to the same or any other remedy or remedies. It is intended that this clause shall be broadly construed so that all remedies herein provided or otherwise available to Lender shall continue and be each and all available to Lender until all of the Indebtedness shall have been paid in full.

4.08 Cross-Default. An Event of Default by Sub-Lessor under this Assignment shall constitute a default under all other Loan Documents.

4.09 Counterparts. This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Assignment by signing any such counterpart.

4.10 Cross- Collateralization. In addition to the Note, this Assignment of Leases and Rents secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Borrower may be liable individually or jointly with others, whether obligated as a guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

4.11 Further Assurances. At any time and from time to time, upon request by Lender, Sub-Lessor will make, execute and deliver or cause to be made, executed and delivered to Lender and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be rerecorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such other and further assignments, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the opinion of Lender, be necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve (a) the obligations of Sub-Lessor under this Assignment, and (b) the security interest created by this Assignment as a first and prior security interest upon the Sub-Lease and the rents, issues and profits from the Sub-Lease. Upon any failure by Sub-Lessor to do so, Lender may make, execute, record, file, rerecord and/or refile any and all such assignments, security agreements, financing statements, continuation statements, instruments, certificates and documents for and in the name of Sub-Lessor, and Sub-Lessor hereby irrevocably appoints Lender the agent and attorney-in-fact of Sub-Lessor so to do.

4.12 Instructions to Sub-Tenants. Sub-Lessor does hereby specifically and unconditionally authorize and instruct each and every present and future Sub-Tenant to pay all rental to Lender upon the occurrence of an event of default and receipt of demand from Lender to so pay the same.

4.13 Notices. Any and all notices, elections or demands permitted or required to be made under this Assignment shall be in writing, signed by the party giving such notice, election or demand and shall be delivered personally, or sent by registered or certified mail, to the other party at the address set forth below, or at such other address as may be supplied in writing. The date of personal delivery or the date of mailing, as the case may be, shall be the date of such notice, election or demand. For the purposes of this Assignment:

The Address of Lender is:

Trustmark National Bank
1365 S. Germantown Road
Germantown, Tennessee 38183
Attn: Brandon Cooper

The Address of Sub-Lessor is:

Tower Ventures V, LLC
4091 Viscount Avenue
Memphis, TN 38118
(901) 794-9494
Attn: William Orgel

4.14 Modifications, Etc. Sub-Lessor hereby consents and agrees that Lender may at any time, and from time to time, without notice to or further consent from Sub-Lessor, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person, firm or corporation on its behalf or for its account, securing the Indebtedness; substitute for any collateral so held by it other collateral of like kind, or of any kind; modify the terms of the Note or the Loan Documents; extend or renew the Note or any of the Loan Documents for any period; grant releases, compromises and indulgences with respect to the Note or the Loan Documents, and to any persons or entities now or hereafter liable thereunder or hereunder; release any guarantor or endorser of the Note, or any other Loan Documents; or take or fail to take any action of any type whatsoever; and no such action which Lender shall take or fail to take in connection with the Loan Documents, or any of them, or any security for the payment of the Indebtedness or for the performance of any obligations or undertakings of Sub-Lessor, nor any course of dealing with Sub-Lessor or any other person, shall release Sub-Lessor's obligations hereunder, affect this Assignment in any way or afford Sub-Lessor any recourse against Lender. The provisions of this Assignment shall extend and be applicable to all renewals, amendments, extensions, consolidations and modifications of the Loan Documents and the Sub-Lease, and any and all references herein to the Loan Documents or the Sub-Lease shall be deemed to include any such renewals, extensions, amendments, consolidations, or modifications thereof.

[Signatures on following pages]

IN WITNESS WHEREOF, the Sub-Lessor hereto has caused this Assignment of Leases and Rents and Security Agreement to be executed on the date first above written.

SUB-LESSOR:

Tower Ventures V, LLC

By: _____
William Orgel
Its: **President**

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 Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Tower Ventures V, LLC, a Tennessee 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 20 day of March, 2012.

_____
Notary Public

My Commission Expires:
March 25, 2012

TANGIE WASHINGTON
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

IN WITNESS WHEREOF, the Lender hereto has caused this Assignment of Leases and Rents and Security Agreement to be executed on the date first above written.

LENDER:

TRUSTMARK NATIONAL BANK

By: _____
Brandon Cooper, First Vice President

State of Tennessee
County of Shelby

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared BRANDON COOPER, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the First Vice President of Trustmark National Bank, 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 20 day of March, 2012.

_____
Notary Public

My Commission Expires:

March 25. 2012

TANGIE WASHINGTON
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

Exhibit A

DESCRIPTION (PROPOSED LEASE PARCEL):

Description of a Proposed Lease Parcel on part of the Trustees of Avery Chapel A.M.E. Church property recorded in Book 17, Page 63 and Book 71, Page 207 being located in the Northeast Quarter of the Northwest Quarter of Section 7, Township 2 South, Range 7 West, Desoto County, Mississippi:

Commencing at a found metal fence post at the intersection a east line of the Mississippi Power & Light Company property recorded in Book 278, Page 546 and the south line of the Trustee of Avery Chapel A.M.E. Church property recorded in Book 17, Page 63 said point being located south 81 degrees 36 minutes 33 seconds east, 2554.78 feet more or less from a point commonly accepted as the Northwest corner of Section 7; thence north 00 degrees 05 minutes 01 seconds east with a east line of said property recorded in Book 278, Page 546, 81.50 feet to a point; thence north 89 degrees 54 minutes 59 second east across the Trustees of Avery Chapel A.M.E. Church property recorded in Book 17, Page 63, 1.50 feet to a set 1/2" rebar and being the Point of Beginning; continuing across said property recorded in Book 17, Page 63 and Trustee of Avery Chapel A.M.E. Church property recorded in Book 71, Page 207 the following calls: north 89 degrees 54 minutes 59 seconds east, 16.00 feet to a set 1/2" rebar; north 00 degrees 05 minutes 01 seconds west, 14.33 feet to a set 1/2" rebar; north 89 degrees 54 minutes 59 seconds east, 53.00 feet to a set 1/2" rebar; south 00 degrees 05 minutes 01 seconds east, 94.33 feet to a set 1/2" rebar; south 89 degrees 54 minutes 59 seconds west, 69.00 feet to a set 1/2" rebar; north 00 degrees 05 minutes 01 seconds west, 80.00 feet to the point of beginning.

DESCRIPTION (PROPOSED 15' WIDE INGRESS/ EGRESS EASEMENT):

Description of a Proposed 15' Wide Ingress-Egress Easement across part of the Trustees of Avery Chapel A.M.E. Church property recorded in Book 71, Page 207 being located in the Northeast Quarter of the Northwest Quarter of Section 7, Township 2 South, Range 7 West, Desoto County, Mississippi:

Commencing at a set 1/2" rebar at the most northerly north west corner of a proposed lease parcel; thence north 89 degrees 54 minutes 59 seconds east with the north line of said proposed lease parcel, 18.50 feet to the Point of Beginning; thence north 00 degrees 05 minutes 01 seconds west across the Trustees of Avery Chapel A.M.E. Church property recorded in Book 71, Page 207, 215.49 feet to a point in the south line of Church Road (R.O.W. Varies); thence eastwardly with the south line of said Church Road along a curve to the right having a radius of 50.00 feet, a delta angle of 18 degrees 00 minutes 05 seconds, a chord bearing of south 73 degrees 34 minutes 39 seconds east, a chord length of 15.64 feet and an arc length of 15.71 feet to a point; thence south 00 degrees 05 minutes 01 seconds east across said property recorded in Book 71, Page 207, 211.04 to a point in the north line of said proposed lease parcel; thence south 89 degrees 54 minutes 59 seconds west with the north line of said proposed lease parcel, 15.00 feet to the point of beginning.

Exhibit B

Unrecorded Tower Attachment Lease Agreement dated April 18, 2008, by and between Tower Ventures V, LLC and Powertel/Memphis, Inc.