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3/14/08 4:32:15
BK 2,870 PG 83
DE SOTO 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 5th day of March, 2008, by and among TRUSTMARK NATIONAL BANK (the "**Lender**") and Tower Ventures V, LLC (the "**Tenant**").

WHEREAS, THE TRUSTEES OF AVERY CHAPEL A.M.E CHURCH (the "**Landlord**") is the lessor under that certain Land Lease Agreement (the "**Lease**") dated December 21, 2006, between Powertel/Memphis, Inc. as Lessee, and Landlord, as Lessor therein, leasing the premises (the "**Premises**") situated on certain property located in DeSoto County, Mississippi, which property is more fully described on the Exhibit "A" attached hereto and made a part hereof, which said Lease has been assigned to Tower Ventures V, LLC, a Tennessee limited liability company;

WHEREAS, Landlord executed five (5) Deeds of Trust in favor of Trustmark National Bank as follows: dated December 17, 1999 recorded in the public records of DeSoto County, Mississippi in Book 1178 Page 578; dated July 13, 2000 recorded in the public records of DeSoto County, Mississippi in Book 1230 Page 457; dated April 25, 2001 recorded in the public records of DeSoto County, Mississippi in Book 1320 Page 119; dated September 12, 2002 recorded in the public records of DeSoto County, Mississippi in Book 1566 Page 21; and dated February 11, 2004 recorded in the public records of DeSoto County, Mississippi in Book 1932 Page 239, which Deeds of Trust encumber the Premises, all as more fully set forth therein (collectively 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.
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:

Trustmark National Bank

By: Erans Wells
Name: Erans Wells
Title: Loan Officer
Date: 3/5/2008
Address: 2510 Hwy 51 S.
Hernando, MS 38632

TENANT:

Tower Ventures V, LLC

By: [Signature]
Name: William E. Orgel
Title: Chief Manager
Date: 2-26-08
Address: 4091 Viscount Avenue
Memphis, TN 38118

Acknowledgment of Tenant:

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 26th day of February, 2008.

Patricia Ann Blackwell
Notary Public

My Commission Expires:

My Commission Expires Sept 16, 2009



Acknowledgment of Lender:

State of Mississippi
County of DeSoto

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Evans Wells, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Loan Officer of Trustmark National Bank, a Corporation, and that he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself as such officer.

Witness my hand, at office, this 5th day of March, 2008.

Charlotte C. Gahagan
Notary Public

My Commission Expires:

12-20-2011

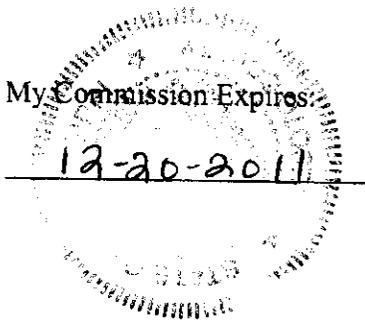


Exhibit A Page 1 of 2

LEASE AREA

A parcel of land being a portion of that certain tract of land as described in Deed Book 71, Page 207 in the Chancery Clerks Office, DeSoto County, Mississippi, lying in NW 1/4 of Section 7, Township 2 North, Range 7 West and being more particularly described as follows:

Commence at a t-post found in place at the southwest corner of said certain tract as described in Deed Book 71, Page 207 in the Chancery Clerks Office, DeSoto County, Mississippi; thence N 00°12'51" W for a distance of 89.95 feet to a t-post found; thence S 10°17'03" E for a distance of 8.58 feet to a capped rebar set (SMW 02589) and the Point of Beginning; thence N 89°47'09" E for a distance of 16.05 feet to a capped rebar set (SMW 02589); thence N 00°32'01" E for a distance of 15.00 feet to a capped rebar set (SMW 02589); thence S 89°27'59" E for a distance of 53.58 feet to a capped rebar set (SMW 02589); thence S 00°17'11" W for a distance of 94.30 feet to a capped rebar set (SMW 02589); thence S 89°47'09" W for a distance of 89.00 feet to a capped rebar set (SMW 02589); thence N 00°12'51" W for a distance of 80.00 feet to the Point of Beginning. Said above described parcel containing 0.15 acres, more or less.

15' INGRESS/EGRESS & UTILITY EASEMENT

An easement being a portion of that certain tract of land as described in Deed Book 71, Page 207 in the Chancery Clerks Office, DeSoto County, Mississippi, lying in the NW 1/4 of Section 7, Township 2 North, Range 7 West and being more particularly described as follows:

Commence at a t-post found in place at the southwest corner of said certain tract as described in Deed Book 71, Page 207 in the Chancery Clerks Office, DeSoto County, Mississippi; thence N 00°12'51" W for a distance of 89.95 feet to a t-post found; thence S 10°17'03" E for a distance of 8.58 feet to a capped rebar set (SMW 02589); thence N 89°47'09" E for a distance of 16.05 feet to a capped rebar set (SMW 02589); thence N 00°32'01" E for a distance of 15.00 feet to a capped rebar set (SMW 02589); thence S 89°27'59" E for a distance of 27.50 feet to the Point of Beginning an Ingress/Egress and Utility Easement being 15 feet in width and lying 7.5 feet on each side of the following described centerline; thence N 00°32'01" E for a distance of 155.52 to a point; thence N 01°01'19" W for a distance of 109.45 feet, more or less the the centerline of Church Road and the Point of Ending. Said parcel containing 39750 square feet, more or less.

Less and except any and all right-of-way lying over and/or across above described easement.

EXHIBIT "A"
PREMISES
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