

Record and return to:
Seidman, Prewitt, DiBello & Lopez, P.A.
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
561.226.9365

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), dated as of April ___, 2008 by SBA TOWERS II LLC., a Florida limited liability company, having its principal office and place of business located at 5900 Broken Sound Parkway, NW, Boca Raton, Florida 33487 ("Tenant"), and the CITY OF CLINTON, OKLAHOMA, a municipal corporation having an office at 415 Gary Blvd, Clinton, Oklahoma 73601 ("City").

PRELIMINARY STATEMENT:

A. On December 6, 2006, the City conveyed certain real property ("Property") to the Oklahoma Space Industry Development Authority ("Landlord") pursuant to that certain Deed ("Deed") recorded in Book 1056, Page 291, Washita County, Oklahoma. The Deed contains a reverter clause permitting the City to re-enter and take possession of the Property from Landlord upon the occurrence of certain events as described in the Deed.

B. On May 23, 2007, Landlord and Evergreen Towers, LLC ("Evergreen") entered into that certain Site Ground Lease Agreement ("Lease") for that certain parcel of real property as more particularly described on Exhibit "A" attached hereto ("Premises"), which Premises is a portion of the Property. Evergreen has or will be assigning the Lease to Tenant.

C. Tenant desires that City recognize Tenant's rights under the Lease in the event the City retakes possession and title to the Property and Tenant is willing to attorn to the City if the City will recognize Tenant's right of possession under the Lease.

Therefore, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Tenant hereby agree as follows:

1. Subordination; Non-Disturbance. Tenant acknowledges that the Lease is junior and subordinate to the terms of the Deed. Provided (a) Tenant complies with this Agreement, (b) Tenant is not in default under the terms of the Lease and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default under the Lease, and (c) the Lease is in full force and effect, the City will not disturb Tenant's possession under the Lease and the Lease will not be affected or cut off by the City retaking possession and title to the Property pursuant to the terms of the Deed, and notwithstanding any such retaking of possession and title to the Property, the City will recognize the Lease and will accept the attornment of Tenant thereunder.

2. Attornment. Upon the City retaking possession and title to the Property pursuant to the terms of the Deed, Tenant shall attorn to the City as the landlord under the Lease. Said attornment shall be effective and self-operative without the execution of any further instruments upon the City succeeding to the interest of the landlord under the Lease. Tenant and City shall, however, confirm the provisions of this paragraph in writing upon request by either of them.

3. Miscellaneous.

(a) This Agreement shall inure to the benefit of the parties hereto, their successors and assigns. This Agreement shall be deemed to automatically benefit any assignee of the Lease.

(b) This Agreement is the whole and only agreement between the parties hereto with regard to the subject matter hereof. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

(c) This Agreement shall be deemed to have been made in the state where the Property is located and the validity, interpretation and enforcement of this Agreement shall be determined in accordance with the laws of such state.

(d) In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, or to recover damages for the breach thereof, the party prevailing in any such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party.

(e) Any notices or communications required or permitted to be given or made hereunder shall be deemed to be so given or made when in writing and delivered in person or sent by United States registered or certified mail, postage prepaid, or by nationally recognized overnight courier service, directed to the parties at the following addresses listed above or to such other address as such party may from time to time designate in writing to the other party. Notices or communications mailed in the U.S. mail shall be deemed to be served on the third business day following mailing, notices or communication served by hand or by overnight courier shall be deemed served upon receipt.

IN WITNESS WHEREOF, this Agreement has been signed and delivered as of the date and year first above set forth.

TENANT:

Witnesses:

SBA TOWERS II LLC, a Florida
Limited liability company

Print Name:

Print Name:

By: _____

Print Name: _____

Its: _____

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2008 by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

WITNESS my hand this ____ day of _____, 2008.

Print Name: _____

NOTARY PUBLIC - _____

Commission Number: _____

My Commission Expires: _____

SEAL

CITY:

CITY OF CLINTON, OKLAHOMA, a municipal corporation

Print Name:

Print Name:

By: _____
Print Name: _____
Its: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2008 by _____ (name of officer or agent, title of officer or agent) of _____ (name of corporation acknowledging) a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

WITNESS my hand this ___ day of _____, 2008.

Print Name: _____
NOTARY PUBLIC - _____
Commission Number: _____
My Commission Expires: _____

SEAL

Exhibit "A"

Legal Description of the Premises

SUBJECT TRACT DESCRIPTION

A tract of land located in the SW/4 of the SE/4 of Section 11, Township 10 North, Range 19 West, Washita County, Oklahoma, more particularly described as follows: Beginning at a point S 89°05'50" E a distance of 49.50 feet and N 00°54'10" E a distance of 78.75 feet from the Southwest corner of the SE/4 of said Section 11; thence N 00°54'10" E a distance of 100.00 feet; thence S 89°05'50" E a distance of 100.00 feet; thence S 00°54'10" W a distance of 100.00 feet; thence N 89°05'50" W a distance of 100.00 feet to the point of beginning. Containing 0.229 acres more or less.

INGRESS-EGRESS DESCRIPTION

A 12 foot wide strip of land located in the SW/4 of the SE/4 of Section 11, Township 10 North, Range 19 West, Washita County, Oklahoma, with the center line described as follows: Commencing at the Southwest corner of the SE/4 of said Section 11: thence S 89°05'50" E along the South line of said SE/4 a distance of 99.50 feet to the point of beginning; thence N 00°54'10" E a distance of 78.75 feet to the end of said 12 foot wide strip of land.

CABLE EASEMENT DESCRIPTION

A 10 foot wide strip of land located in the SW/4 of the SE/4 of Section 11, Township 10 North, Range 19 West, Washita County, Oklahoma, with the center line described as follows: Commencing at the Southwest corner of the SE/4 of said Section 11; thence S 89°05'50" E along the South line of said SE/4 a distance of 88.50 feet to the point of beginning; thence N 00°54'10" E a distance of 78.75 feet to the end of said 10 foot wide strip of land.

UTILITY EASEMENT DESCRIPTION

A 10 foot wide strip of land located in the SW/4 of the SE/4 of Section 11, Township 10 North, Range 19 West, Washita County, Oklahoma, with the center line described as follows: Commencing at the Southwest corner of the SE/4 of said Section 11; thence S 89°05'50" E along the South line of said SE/4 a distance of 110.50 feet to the point of beginning; thence N 00°54'10" E a distance of 78.75 feet to the end of said 10 foot wide strip of land.