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Lancaster County NE Assessor/Register of Deeds Office AGRMT  
Pages 6



Prepared by:  
Jennifer Pouliot  
Wireless Capital Partners  
11900 W. Olympic Blvd., Ste 400  
Los Angeles, CA 90064  
310-481-8746

**NON-DISTURBANCE AGREEMENT**

**GRANTOR(S):** BOKF, NATIONAL ASSOCIATION  
**GRANTEE(S):** VALENTINE CAPITAL, LLC

*EW*

Return to:  
Fidelity National Title  
7130 Glen Forest Drive #300  
Richmond, VA 23226  
M. Cater  
14495851-82629-82631

RECORDING ORDER  
1 2 3 **4** 5

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Valentine Capital, LLC  
c/o Wireless Capital Partners, LLC  
11900 W. Olympic Blvd. Suite 400  
Los Angeles, California 90064  
Attn: Servicing Manager  
WCP #: 82629, 82630, 82631

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NON-DISTURBANCE AGREEMENT

This Non-Disturbance Agreement (this "Agreement") is made as of July 10, 2012 (the "Effective Date") by and between BOKF, National Association as successor in interest to Wells Fargo Bank, National Association ("Lender") and Valentine Capital, LLC, a Delaware limited liability company ("Valentine").

WHEREAS, Tabitha, Inc. ("Landlord") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (as successor-in-interest to Qwest Wireless, L.L.C.) ("Verizon") are parties to that certain Tabitha Health Care Services Option and Site Lease Agreement (as may have been amended or assigned, the "Verizon Lease"), dated as of December 29, 1999 for the lease of a portion (such portion, as more set forth in the Verizon Lease, the "Verizon Premises") of certain real property (the "Property") described on Exhibit A attached hereto;

WHEREAS, Landlord and Nextel WIP Lease Corp. ("Nextel") are parties to that certain Communications Site Lease Agreement (Building) (as may have been amended or assigned, the "Nextel Lease"), dated as of December 3, 1999 for the lease of a portion of the Property (such portion, as more set forth in the Nextel Lease, the "Nextel Premises");

WHEREAS, Landlord and Sprint Spectrum Realty Company LP (as successor-in-interest to Major Co, L.P.) ("Sprint"; together with Verizon and Nextel, the "Carriers" and each, a "Carrier") are parties to that certain PCS Site Agreement (as may have been amended or assigned, the "Sprint Lease"; together with the Nextel Lease and the Verizon Lease, the "Carrier Leases" and each, a "Carrier Lease"), dated as of November 6, 1996 for the lease of a portion of the Property (such portion, as more set forth in the Sprint Lease, the "Sprint Premises"; individual or collectively (as the context requires) with the Nextel Premises and the Verizon Premises, the "Carrier Premises");

WHEREAS, Landlord has executed the following in favor of Lender (collectively, the "Security Instruments" and each, a "Security Instrument"): (i) that certain Deed of Trust, Security Agreement, and Fixture Financing Statement, dated as of June 30, 2009 and recorded in the official records of Lancaster County (the "Official Records") on July 1, 2009 in Instrument Number 2009036065; (ii) that certain Amended and Restated Deed of Trust, Security Agreement, and Fixture Financing Statement, dated January 6, 2010 and recorded in the Official Records in Instrument No. 2010001362; and (iii) that certain Second Amended and Restated Deed of Trust, Security Agreement, and Fixture Financing Statement, dated October 24, 2011 and recorded in the Official Records in Instrument No. 2011046500;

WHEREAS, Valentine and Landlord have entered or propose to enter into one or more Purchase and Sale of Lease and Successor Lease Agreements (each, a "Purchase Agreement") (all capitalized terms used but not defined herein shall have the meanings ascribed to them in the applicable Purchase Agreement) which would, among other things, provide for the payment by Valentine of a lump sum to

14495851

Landlord in exchange for a sale and assignment by Landlord of all its right, title and interest in and to the applicable Carrier Lease, and certain rights related thereto

NOW THEREFORE, in consideration of the mutual covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Non-Disturbance. Lender acknowledges receipt of a copy of each Purchase Agreement and consents to the execution, delivery and performance by Landlord and Valentine of each Purchase Agreement, and the exercise by Valentine of its rights thereunder. If Lender forecloses upon any Security Instrument or otherwise acquires title to the Property under or through such Security Instrument, then (a) Valentine shall have the right to enjoy and enforce, without interference from Lender or any purchaser at foreclosure sale any and all of the rights and remedies granted to Valentine under each Purchase Agreement (including without limitation the right to collect and receive Rent) and (b) pursuant to the applicable Purchase Agreement, either (i) the applicable Carrier shall have the right to remain in possession of the applicable Carrier Premises on the terms and conditions set forth in the applicable Carrier Lease (as assigned pursuant to the applicable Purchase Agreement) or (ii) Valentine shall have the right to remain in possession of the applicable Carrier Premises under any Successor Lease on the terms and conditions set forth in the applicable Purchase Agreement relating to such Successor Lease.

2. Successors and Assigns. This Agreement shall inure to the benefit of and bind the parties hereto, and their respective successors and assigns. The obligations of Landlord hereunder shall burden the Property, and shall run with the Property.

3. Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one agreement.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

Lender:

BOKF, National Association

By: Chad W. Shirk  
Name: **Chad W. Shirk**  
Title: **Vice President**

STATE OF Nebraska )  
COUNTY OF Lancaster )

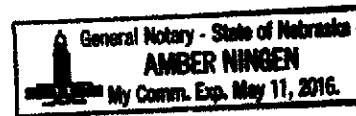
On July 10, 2012, before me, Amber Ningen a Notary Public, personally appeared Chad W. Shirk, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of Nebraska that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Amber Ningen

(Seal)



[Signatures Continue on the Following Page]

Valentine:

Valentine Capital, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Joni LeSage  
Title: CFO

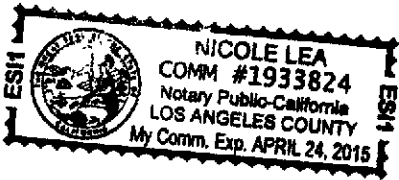
STATE OF CALIFORNIA     )  
  )  
COUNTY OF LOS ANGELES )

On 7/10/2012, before me, Nicole Lea, a Notary Public, personally appeared Joni LeSage, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Nicole Lea* (Seal)



**EXHIBIT "A"**  
**Legal Description**

An interest in land, said interest being over a portion of the following described parent parcel.

Lot Two (2), Tabitha Addition, Lincoln, Lancaster County, Nebraska, as described in plat recorded on June 05, 2009 in Instrument No. 2009030246 Located in the Northwest ¼ of Section 29, Township 10 North, Range 7, East of the 6<sup>th</sup> P M

AND BEING a portion of the same property conveyed to Tabitha, Inc from City of Lincoln, Nebraska, a Nebraska municipal corporation by Corporation Quitclaim Deed dated August 18, 1986 and recorded August 22, 1986 in Instrument No 86-28222.

Tax Parcel No 17-29-140-002-000

Said interest being over land more particularly described by the following description.

*Insert metes and bounds description of area*

YB  
TAB: JHA