EXHIBIT "D"

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Memphis, TN 38103

Re: Memorandum of Understanding by and among the Shelby County 911 Emergency Communications Board; the City of Memphis, Tennessee; Shelby County, Tennessee; and the Shelby County Sheriff for a Combined Emergency Communications Facility

Dear Gentlemen:

Please be advised that this office represents the Shelby County Emergency Communications District ("District") as its general counsel. This communication has been directed and approved by the Board of the District.

As you know, the parties entered into a Memorandum of Understanding for the purpose of constructing a combined Emergency Communications Facility ("Facility") on May 19, 2004 (the "MOU"). The MOU contemplated that the construction of the Facility would cost no more than $30 million, that the Facility would be operational no later than November of 2007, that Shelby County and/or the City of Memphis would assist in financing the bonds required to build the Facility, and that the parties to the MOU would house their emergency call takers in the Facility.

Unfortunately, both the City and the County have declined to assist in the financing of the Facility, making the building of same impractical and non-feasible for all of the parties

involved. Specifically, it would be virtually impossible for the District to issue $30 million worth of bonds on its own. It is certain that $30 million would not be nearly enough to build the Facility at this time. Also, the District has been informed that the parties have made other arrangements for housing their respective call takers. These arrangements make the building of the Facility largely pointless at this time.

Accordingly, notice is hereby given that the District is terminating its obligations under the MOU, pursuant to §7.02 contained therein, as a result of the failure of the other parties to comply with its terms. This notice is given without prejudice to any of the rights that the District may have against the other parties to the MOU for funds previously expended by the District in furtherance of construction of the Facility.

The District looks forward to continuing to work with Shelby County, the City of Memphis, the Sheriff's Department, and all of the other entities and departments that it supports in building a strong and effective emergency communication network in Shelby County. Our commitment to the safety and welfare of the citizens of Shelby County continues, and we look forward to partnering with you in the future to help ensure their well-being.

Sincerely,
EVANS & PETREE

Michael R. Marshall

Cc: Brian Kuhn, Esq.
County Attorney

Elbert Jefferson, Esq.
City Attorney

Raymond Chiozza
Director, Shelby County ECD

Henry Brenner
President, Shelby County ECD Board