

Prepared By:
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P Book 85 Pg 251

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
AGREEMENT WITH MORTGAGEE

THIS AGREEMENT is made as of this 1st day of May, 2000, between **TELECORP REALTY, LLC, d/b/a SunCom**, a Delaware limited liability company, whose domicile address is 1010 N. Glebe Road, Suite 800, Arlington, VA 22201 (the "Tenant") and **TRUST ONE BANK**, whose domicile address is 2171 Judicial Drive, Suite 101, Germantown, Tennessee 38138 (the "Bank"),

W I T N E S S E T H:

WHEREAS, the Tenant is the Lessee under the Lease described in Exhibit A attached hereto (the "Lease"); and

WHEREAS, the Bank has previously made or is about to make a loan to ALVIN S. WARMON, BEN H. PUSAN (the "Landlord") in the original principal amount of \$ 310,000.00, evidenced by a promissory note and secured by a Mortgage Instrument on the Premises described on Exhibit "B" attached hereto and incorporated herein by reference, said Mortgage instrument recorded or to be recorded in the Chancery Clerk's Office of DeSoto County, Mississippi, (the "Mortgage Instrument"); and

WHEREAS, the Bank has requested the Tenant to confirm the fact that the Lease is subject and subordinate to the Mortgage Instrument, to the extent of advances made in pursuance thereof prior to and as of the execution of the Lease, and will be subject and subordinate to all such advances made and to be made thereafter; and

WHEREAS, the Tenant is willing to so subordinate the Lease, provided it obtains assurance from the Bank that its possession of the demised Premises and its right to use any common areas will not be disturbed by reason of or in the event of foreclosure of the Mortgage Instrument; and

WHEREAS, the Bank is willing to give such assurance.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) paid by each party to the other, receipt and sufficiency of which are hereby acknowledged, the mutual agreements herein contained and other good and valuable consideration, the parties hereto do hereby mutually covenant and agree as follows:

1. Subordination. The Tenant hereby subordinates the Lease to the Mortgage Instrument and the lien thereof, and to all renewals and extensions of same, to the extent of all advances heretofore or hereafter made to the landlord in pursuance thereof.

2. Non-Disturbance. So long as no ^{material} event of default on the part of the Tenant under the Lease shall exist which would entitle the Landlord to terminate the Lease, or ~~if such an~~ ^{material} event of default shall exist, so long as the Tenant's time to cure the default shall not have expired, the term of the Lease shall not be terminated or modified in any respect whatsoever and the Tenant's right of possession to the Premises and its rights in and to any common areas and its other rights arising out of the Lease will all be fully recognized and protected by the Bank and shall not be disturbed, canceled, terminated or otherwise affected by reason of the Mortgage Instrument or any action or proceeding instituted by the Bank to foreclose the Mortgage Instrument, or any extension, renewal, consolidation or replacement of same, irrespective of whether the Tenant shall have been joined in any action or proceeding.

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3. Attornment. In the event that the Bank takes possession of the Premises, either as the result of foreclosure of the Mortgage Instrument or accepting a deed to the Premises in lieu of foreclosure, or otherwise, or the Premises shall be purchased at such a foreclosure by a third party, the Tenant shall attorn to the Bank or such third party and recognize the Bank or such third party as its landlord under the Lease; and, the Bank or such third party will recognize and accept the Tenant as its tenant thereunder, whereupon, the Lease shall continue in full force and effect as a direct lease between the Bank or such third party and the Tenant for the full term thereof, together with all extensions and renewals thereof, and the Bank or such third party shall thereafter assume and perform all of the Landlord's obligations, as the Landlord under the Lease with the same force and effect as if the Bank or such third party were originally named therein as the Landlord.
4. Copies of Notices to Landlord. From and after the date hereof, the Tenant shall send to the bank (in the manner provided herein) a copy of any notice or statement sent to the Landlord by the Tenant asserting a default under the Lease or, seeking to assign or sublet any portion of the Premises. Such copy shall be sent to the Bank at the same time such notice or statement is sent to the Landlord. Notices under this Section shall be ^{sent} to the Bank by prepaid, registered or certified mail, or by a nationally recognized overnight courier service or a local courier service which requires a signature upon delivery, addressed to the Bank at the following address, or such other address as the Bank shall designate to the Tenant in writing:
Trust One Bank
2171 Judicial Drive, Suite 101, Germantown, TN 38138
5. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of the Bank to another institutional lender, all obligations and liabilities of the Bank under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the lender to whom the Bank's interest is assigned or transferred.

IN WITNESS WHEREOF, the undersigned parties have caused this instrument to be executed under seal as of the date and year first above written.

BANK:

TRUST ONE BANK

By: [Signature]
Name: GEORGE M. KERR, III
Title: SVP

TENANT:

TELECORP REALTY, LLC,
d/b/a SunCom, a Delaware
limited liability company
By: TeleCorp Communications, Inc.
Its: Managing Member

By: [Signature]
Name: Garig, J. Vento
Title: CEO

STATE OF _____
COUNTY OF _____

THIS DAY personally appeared before me, the undersigned authority within and for the State and County aforesaid, the within named _____, known by me to be the _____ of TRUST ONE BANK, who acknowledged that _____ he signed, executed and delivered the above and foregoing document on behalf of said corporation, after first being authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this, the _____ day of _____, 2000.

My Commission Expires: _____
Notary Public

STATE OF _____
COUNTY OF _____

THIS DAY personally appeared before me, the undersigned authority within and for the State and County aforesaid, the within named _____, known by me to be the _____ of TELECORP REALTY, LLC, d/b/a SunCom, a Delaware limited liability company, who acknowledged that _____ he signed, executed and delivered the above and foregoing document on the day and year herein mentioned on behalf of said limited liability company, after first being authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL on this, the _____ day of _____, 2000.

My Commission Expires: _____
Notary Public

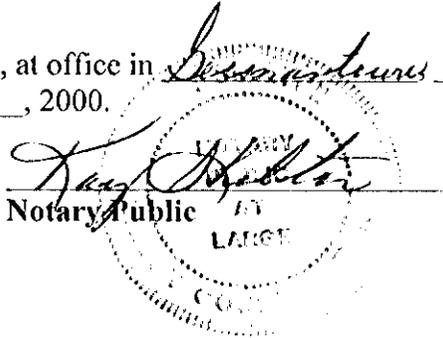
STATE OF Tennessee)
COUNTY OF Shelby)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 2nd day of May, 2000, within my jurisdiction, the within named George W. Klayton who acknowledged that he/she is the SVP of First One Bank a banking corporation, and that for and on behalf of said corporation, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

WITNESS my hand and seal, at office in Des Moines, Ia, this 2nd day of May, 2000.

My commission Expires:

12/12/01



COMMONWEALTH OF Virginia)
COUNTY OF Arlington)

Personally appeared before me, the undersigned authority in and for the said county and commonwealth, on this 10 day of April, 2000, within my jurisdiction, the within named Gerard T. Vento, who acknowledged that he/she is the CEO of TELECOP COMMUNICATIONS, INC., a Delaware corporation and the managing member of TELECOP REALTY, LLC, a limited liability company, and the he/she as such CEO of the managing member for and on behalf of said limited liability company, and as its act and deed executed the above and foregoing instrument, after first having been duly authorized by the managing member so to do.

WITNESS my hand and seal, at office in Arlington, Virginia, this 10 day of April, 2000.

My Commission Expires:

6.30.2002

Amy Murray
Notary Public

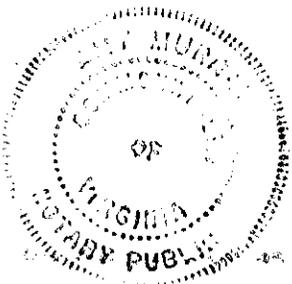


EXHIBIT "A"

Lease Description

That certain Lease dated April 23, 1999, between Eliot D. Cohen and Stanley M. Cohen as Landlord and Telecorp Realty, LLC, d/b/a SunCom of the premises located at 450 State Line Road, Suite C, Southaven, Mississippi, consisting of approximately 1365 square feet.

EXHIBIT "B"

Property Description

COMMENCING at a point, said point being the South line of Section 13, being 2,607.8 (plus or minus) feet Easterly, as measured along the Section line, from the Southwest corner of Section 13; thence North 00 degree 22 minutes 33 seconds West, a distance of 55.70 feet to a point, said point being 53.00 feet North of the center line of State Line Road (106 foot right-of-way); thence North 88 degrees 33 minutes 30 seconds East along the North right-of-way line of State Line Road, a distance of 36.49 feet to the point of beginning, said point being the Southeast corner of the property leased to Trustmark Bank; thence North 02 degrees 03 minutes 17 seconds West along the East line of property leased to Trustmark Bank, a distance of 230.01 feet to a point; thence North 88 degrees 33 minutes 30 seconds East, a distance of 166.01 feet to a point; thence South 02 degrees 03 minutes 17 seconds East, a distance of 230.01 feet to a point, said point being the North line of State Line Road; thence South 88 degrees 33 minutes 30 seconds West along the North line of State Line Road, a distance of 166.01 feet to the point of beginning and containing 38,182 square feet or 0.88 acres.