

3/26/08 9:15:49
BK 125 PG 105
DE SOTO COUNTY, MS
W.E. DAVIS, CH

★ RETURN TO:
STEWART & ASSOCIATES, PLLC
P.O. BOX 2757
MADISON, MS 39130 661-853-2121

Document No.

Parcel No.

CLERK
AFTER RECORDING, PLEASE RETURN TO:
ATTN: Christian A. Farmakis, Esq.
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 7th Floor
Pittsburgh, PA 15222

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Nondisturbance and Attornment Agreement (the "Agreement") is dated this 6th day of November, 2007

by and between

Crown Castle South LLC, a Delaware limited liability company, with a notice address of Crown Castle International Corp., E. Blake Hawk, General Counsel, Attn: Real Estate Department, 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 (hereinafter "Crown");

and

Ben W. Smith and Gail Smith, individuals with an address of 4208 Garden Road, Southaven, MS 38672 (hereinafter collectively referred to as "Landlord");

and

First Tennessee Bank National Association, with an address of Commercial Banking - Southaven, 615 Goodman Road East, Southaven, MS 38671 (hereinafter "Lender").

RECITALS:

WHEREAS, Tower Management and Construction, LLC and Landlord entered into an Option and Lease Agreement dated November 15, 2005 (the "Lease") covering that certain real property located in DeSoto County, Mississippi, more fully described on Exhibit A attached hereto and made a part hereof (the "Premises"), a memorandum of which has been recorded in the real estate records of DeSoto County, Mississippi in Book 111, Page 509;

WHEREAS, Crown has become or will become the successor in interest to Tower Management and Construction, LLC, and will assume the Lease for the Premises via an

Assignment and Assumption Agreement, which Assignment and Assumption Agreement upon execution will be duly recorded in the real estate records of DeSoto County, Mississippi;

WHEREAS, Landlord's real property, a part of which real property contains the Premises, has been encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "Security Instrument") from Landlord in favor of Lender;

WHEREAS, the parties desire to establish certain rights, safeguards, obligations and priorities with regard to their respective interests by means of this Agreement and are willing to so agree on the terms and conditions hereafter provided.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, and for other good and valuable consideration, the parties, intending to be legally bound hereby, covenant and agree as follows:

1. **Subordination**. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate in all respects to the Security Instrument insofar as it affects the real property of which the Premises forms a part (but not Crown's or other parties' trade fixtures and other personal property), to any and all advances to be made thereunder and to all renewals, extensions, modifications, consolidations and replacements thereof with the same force and effect as if the Security Instrument had been executed, delivered and duly recorded prior to the execution, delivery and recording of the Lease.
2. **Nondisturbance**. So long as the Lease is in full force and effect and Crown is not in material default (beyond applicable notice and cure periods) of any of its terms, obligations, covenants or conditions under the Lease, Lender agrees for itself and its successors in interest and for any other person acquiring title to the real property of which the Premises forms a part through a conveyance (an "Acquiring Party"), that the right of possession of the Premises and all other rights of Crown under the Lease shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument during the term of the Lease, as said term may be renewed or extended pursuant to the provisions of the Lease or as said Premises may be expanded as specified in the Lease, by reason of a Conveyance as defined herein. For purposes of this agreement, a Conveyance shall include, but not be limited to, any exercise by Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Premises and any other transfer, sale or conveyance of the Landlord's interest in the Premises under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure. Lender or any Acquiring Party and Crown agree that any Conveyance shall be made subject to the Lease and the rights of Crown under the Lease and the parties shall be bound to one another and have the same remedies against one another for any breach of the Lease as Crown and Landlord had before Conveyance; provided however, that Lender or any Acquiring Party shall not be liable for any act or omission of any prior landlord. Lender will not join Crown as a party in any action or proceeding to foreclose unless such joinder is necessary to foreclose on the

Security Instrument and then only for such purpose and not for the purpose of terminating the Lease.

3. Attornment. Upon receipt by Crown of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, the parties agree to not seek to terminate the Lease, to remain bound under the Lease and Crown agrees to attorn to, accept and recognize Lender or any Acquiring Party as the landlord under the Lease pursuant to the provisions expressly set forth therein for the then remaining balance of the term of the Lease and any extensions or expansions thereof as made pursuant to the Lease. The parties agree, however, to execute and deliver, at any time and from time to time, upon the request of another party any reasonable instrument which may be necessary or appropriate to evidence such attornment. Crown shall be under no obligation to pay rent to Lender or any Acquiring Party until such notice and reasonable supporting documentation are received.

4. Limitation. This Agreement shall not apply to any equipment, trade fixtures or other personal property now or hereafter located on or affixed to the Premises or any portion thereof regardless of the manner in which same are attached or affixed to the Premises and Lender hereby expressly waives any interest in same, agrees that the same do not constitute realty and acknowledges that Crown is authorized to remove said personal property.

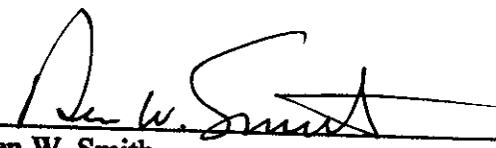
5. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the successors and assigns of the parties hereto or any person or entity which acquires title to or the right to possession of the real property of which the Premises forms a part whether directly or indirectly through Lender and to any assignees or subtenants of Crown which are permitted under the Lease.

6. Notices. All notices which are required or permitted to be given or served hereunder shall be in writing and shall be deemed to have been given or served (a) by hand delivery on the date of hand delivery; (b) one business day after delivery to an overnight courier for next business day delivery or (c) three days after deposit in United States Mail via certified mail, return receipt requested to the address given above. Any party hereto may change the address set forth above from time to time by serving written notice of the change upon the other parties hereto.

7. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State where the Premises are located.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the date first set forth above.

LANDLORD:
BEN W. SMITH

By: 
Print Name: Ben W. Smith
Print Title: an individual

ACKNOWLEDGMENT

STATE OF Mississippi)
COUNTY OF DeSoto)

On this 24th day of Oct 2007, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Ben W. Smith, an individual, and in due form of law acknowledged that he is authorized to execute all documents pertaining hereto and acknowledged to me that he executed the same as his voluntary act and deed.

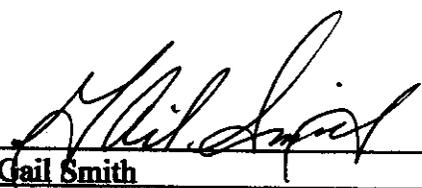
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.


Notary Public



[signature page of SNDA]

LANDLORD:
GAIL SMITH

By: 
Print Name: Gail Smith
Print Title: an individual

ACKNOWLEDGMENT

STATE OF Mississippi)
COUNTY OF Desoto)

On this 24th day of Oct 2007, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Gail Smith, an individual, and in due form of law acknowledged that she is authorized to execute all documents pertaining hereto and acknowledged to me that she executed the same as her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.


Notary Public

My Commission Expires 7-10


[signature page of SNDA]

**LENDOR:
FIRST TENNESSEE BANK NATIONAL
ASSOCIATION**

By: *Mackey Moore*
Print Name: Mackey Moore
Print Title: Regional President

ACKNOWLEDGMENT

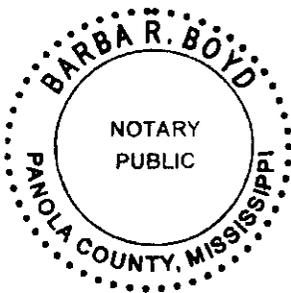
STATE OF Ms.)
)
COUNTY OF DeSoto)

On this 24 day of Oct. 2007, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Mackey Moore, the Regional President of First Tennessee Bank National Association, and in due form of law acknowledged that he/she is authorized on behalf of said entity to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said entity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Barbara R. Boyd
Notary Public

My Commission Expires: 8-18-2010



[signature page of SNDA]

EXHIBIT A
Description of Premises

CROWN CASTLE'S TOWER SITE AREA DESCRIPTION

BEGINNING AT AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF CROWN CASTLE'S TOWER SITE AREA, SAID IRON PIPE BEING SOUTH 63 DEGREES 31 MINUTES 17 SECONDS WEST, 72.12 FEET FROM AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF LOT 2-B OF THE RAYBURN TWO LOT SUBDIVISION, OF RECORD IN PLAT BOOK 56, PAGE 42 OF THE CHANCERY COURT CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI;

THENCE, SOUTH 1 DEGREE 58 MINUTES 28 SECONDS EAST, 60.00 FEET TO AN IRON PIPE FOUND AT THE SOUTHEAST CORNER OF CROWN CASTLE'S TOWER SITE AREA;

THENCE, NORTH 86 DEGREES 48 MINUTES 56 SECONDS WEST, 60.00 FEET TO AN IRON PIPE FOUND AT THE SOUTHWEST CORNER OF CROWN CASTLE'S TOWER SITE AREA;

THENCE, NORTH 1 DEGREE 58 MINUTES 28 SECONDS WEST, 60.00 FEET TO AN IRON PIPE FOUND AT THE NORTHWEST CORNER OF CROWN CASTLE'S TOWER SITE AREA;

THENCE, SOUTH 86 DEGREES 48 MINUTES 56 SECONDS EAST, 60.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3,585 SQUARE FEET (0.082 ACRES).

BEING A PORTION OF THE PROPERTY CONVEYED TO BEN SMITH AND WIFE, GAYLE SMITH, OF RECORD IN DEED BOOK 317, PAGE 463, OF THE COUNTY COURT CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI.

**CROWN CASTLE'S 30' WIDE JOINT INGRESS / EGRESS & UTILITY ACCESS
EASEMENT AREA DESCRIPTION**

BEGINNING AT A POINT IN THE SOUTH MARGIN OF GOODMAN ROAD, SAID POINT BEING NORTH 14 DEGREES 43 MINUTES 56 SECONDS WEST, 257.61 FEET FROM AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF LOT 2-B OF THE RAYBURN TWO LOT SUBDIVISION, OF RECORD IN PLAT BOOK 56, PAGE 42 OF THE CHANCERY COURT CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI;

THENCE, WITH THE SOUTH MARGIN OF GOODMAN ROAD, SOUTH 87 DEGREES 05 MINUTES 56 SECONDS EAST, 30.23 FEET TO A POINT;

THENCE, LEAVING THE SOUTH MARGIN OF GOODMAN ROAD, ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 13 DEGREES 45 MINUTES 16 SECONDS, A RADIUS OF 84.85 FEET, AND A CHORD BEARING OF SOUTH 12 DEGREES 11 MINUTES 32 SECONDS EAST, 20.32 FEET, A TOTAL DISTANCE OF 20.37 FEET TO A

POINT;

THENCE, ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 21 DEGREES 43 MINUTES 48 SECONDS, AND A RADIUS OF 195.42 FEET, A DISTANCE OF 74.12 FEET TO A POINT;

THENCE, SOUTH 2 DEGREES 39 MINUTES 38 SECONDS WEST, 154.20 FEET TO A POINT;

THENCE, SOUTH 2 DEGREES 14 MINUTES 49 SECONDS WEST, 94.73 FEET TO A POINT;

THENCE, NORTH 86 DEGREES 48 MINUTES 56 SECONDS WEST, 31.15 FEET TO AN IRON PIPE FOUND AT THE SOUTHEAST CORNER OF CROWN CASTLE'S TOWER SITE AREA;

THENCE, WITH THE EAST MARGIN OF CROWN CASTLE'S TOWER SITE AREA, NORTH 1 DEGREE 58 MINUTES 28 SECONDS WEST, 60.00 FEET TO AN IRON PIPE FOUND AT THE NORTHEAST CORNER OF CROWN CASTLE'S TOWER SITE AREA;

THENCE, LEAVING THE EAST MARGIN OF CROWN CASTLE'S TOWER SITE AREA, SOUTH 86 DEGREES 48 MINUTES 56 SECONDS EAST, 5.56 FEET TO A POINT;

THENCE, NORTH 2 DEGREES 14 MINUTES 49 SECONDS EAST, 34.58 FEET TO A POINT;

THENCE, NORTH 2 DEGREES 39 MINUTES 38 SECONDS EAST, 154.31 FEET TO A POINT;

THENCE, ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 21 DEGREES 43 MINUTES 48 SECONDS, AND A RADIUS OF 165.42 FEET, A DISTANCE OF 62.74 FEET TO A POINT;

THENCE, ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 15 DEGREES 54 MINUTES 36 SECONDS, AND A RADIUS OF 114.85 FEET, A DISTANCE OF 31.89 FEET TO THE POINT OF BEGINNING, CONTAINING 10,501 SQUARE FEET (0.241 ACRES).

BEING A PORTION OF THE PROPERTY CONVEYED TO BEN SMITH AND WIFE, GAYLE SMITH, OF RECORD IN DEED BOOK 317, PAGE 463, OF THE COUNTY COURT CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI.

ALSO BEING A PORTION OF THE PROPERTY CONVEYED TO FIRST TENNESSEE NATIONAL ASSOCIATION MISSISSIPPI, OF RECORD IN DEED BOOK 243, PAGE 584, OF THE COUNTY COURT CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI.