

AFTER RECORDING, PLEASE RETURN TO:

Attn: Christian A. Farmakis, Esquire
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 8th Floor
Pittsburgh, PA 15222

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

AGREEMENT REGARDING LEASE

THIS AGREEMENT (this "Agreement") is made effective this 6th day of November 2007, by and between **BEN W. SMITH AND GAIL SMITH**, individuals with their principal address located at 4208 Garden Road, Southaven, MS 38672 (hereinafter collectively referred to as "Owner"), and **TOWER MANAGEMENT AND CONSTRUCTION, LLC**, a Mississippi limited liability company with a place of business located at 1563 Rabb Road, Memphis, TN 38119 (hereinafter referred to as "Company"), and **CROWN CASTLE SOUTH LLC**, a Delaware limited liability company with its principal place of business located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Crown").

WITNESSETH:

WHEREAS, Company and Owner are parties to that certain Option and Lease Agreement dated November 15, 2005 (the "Lease") covering that certain real property located in the City of Southaven in DeSoto County, Mississippi more fully described on Exhibit A attached hereto (the lease parcel and access easement described on Exhibit A together are hereinafter referred to as the "Premises"), and as to which a Memorandum of Lease is recorded in the real estate records of DeSoto County, Mississippi in Book 111, Page 509 (the "Memorandum of Lease");

WHEREAS, pursuant to an Asset Purchase Agreement between Company and Crown, Company will transfer and assign to Crown, and Crown will acquire and assume from Company, certain assets including the Lease; and

WHEREAS, Owner, Company and Crown desire to enter into this Agreement to provide for (i) the amendment of the Lease and the Memorandum of Lease to update and revise the legal description of the Premises; (ii) the amendment of the Memorandum of Lease to correct an

inconsistency between the Lease and the Memorandum of Lease with respect to the term of the Lease; and (iii) certain other matters pertaining to the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, Owner, Company and Crown agree as follows:

1. Amendment to Lease and Memorandum of Lease. The legal description of the Premises set forth on Exhibit B to the Lease and set forth on Exhibit A to the Memorandum of Lease is hereby deleted, and the legal description of the Premises set forth on Exhibit A to this Agreement is hereby inserted as Exhibit B to the Lease and Exhibit A to the Memorandum of Lease.

2. Amendment to Memorandum of Lease. The Memorandum of Lease is hereby amended to provide that the term of the Lease is five (5) years commencing on January 1, 2006, which term is subject to five (5) additional five (5) year terms, consistent with Section 10 of the Lease.

3. Estoppel. For purposes of this Section 3, "Lessee" shall mean Company prior to the assignment to and assumption by Crown of the Lease, and shall mean Crown after the assignment to and assumption by Crown of the Lease. Owner and Lessee agree as follows:

(a) Lessee is the current tenant under the Lease, the Lease is in full force and effect, as it may have been previously amended and as amended herein, and the Lease contains the entire agreement between Owner and Lessee with respect to the Premises.

(b) No default exists under the Lease on the part of Lessee, and, to Owner's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Lease.

(c) Owner is the current owner of the fee interest in the Premises.

(d) The individual executing this Agreement on behalf of Owner is authorized to do so and has the full power to bind Owner.

(e) Should Lessee's lender (together with its successors and assigns, "Lender") take on all rights and responsibilities of the Lease and exercise any rights of Lessee under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, Owner agrees to accept such exercise of rights by Lender as if same had been exercised by Lessee.

(f) If there shall be a monetary default by Lessee under the Lease, Owner shall accept the cure thereof by Lender within any grace period provided to Lessee under the Lease to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Lessee under the Lease, Owner shall accept the cure thereof by Lender within any grace period provided to Lessee under the Lease to cure such default prior to terminating the Lease.

(g) The Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein without the prior written consent of Lender.

4. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this Agreement is hereby amended to be consistent.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, Owner, Company and Crown have caused this Agreement to be duly executed on the day and year first written above.

Signed, sealed and delivered in the presence of:

BEN W. SMITH

Print Name:
Print Name:
Print Name:

By: [Signature]
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.

[Signature]
Notary Public

My Commission Expires: -10



Signed, sealed and delivered in the presence of:

GAIL SMITH

Print Name: _____

Print Name: _____

By: *Gail Smith*
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.

Terrie McKenzie
Notary Public



Signed, sealed and delivered in the presence of:

CROWN CASTLE SOUTH LLC

[Signature]
Print Name: MARK MARZETTI
Sally R. Dioguardi
Print Name: Sally R. Dioguardi

By: [Signature]
Print Name: Alan J. Bock
Print Title: Director - Corporate Development & Strategy

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF WASHINGTON)

On this 6 day of November, 2007, before me, the subscriber, a Notary Public in and for said Commonwealth and County, personally appeared Alan J. Bock, the Director - Corporate Development & Strategy of Crown Castle South LLC, a Delaware limited liability company, and in due form of law acknowledged that he is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he executed the same as his voluntary act and deed on behalf of said company.

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

[Signature]
Notary Public

My Commission Expires: March 15 2008

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kimberly A. Johnston, Notary Public
Cecil Twp., Washington County
My Commission Expires Mar. 15, 2008
Member, Pennsylvania Association Of Notaries

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.