

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") executed between BancorpSouth Bank, a Mississippi Banking Corp. ("Lender") and **FIRST TENNESSEE BANK NATIONAL ASSOCIATION**, a national banking association ("Tenant").

**WITNESSETH:**

**WHEREAS, VENTURE CAPITAL, LLC** ("Landlord") has entered into a certain lease ("Lease") with Tenant dated April 9, 2008, relating to certain premises located in the City of Hernando, County of DeSoto, State of Mississippi ("Premises"), said Premises being more particularly described in said Lease and being the same real property described in **EXHIBIT A** attached hereto and made a part hereof; and

**WHEREAS**, Lender has made a mortgage loan to Landlord, secured by a Deed of Trust dated May 5, 2008, made by Landlord to Lender ("Trust Deed") covering the Premises, which Trust Deed is recorded in Trust Deed Book 2900, Page 70, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi;

**NOW, THEREFORE**, it is mutually agreed as follows:

1. To the extent that Tenant's rights and entitlements under the Lease are not diminished or otherwise affected, and except as provided in this Agreement, the Lease is and shall be subject and subordinate to the Trust Deed and to all renewals, modifications, consolidations, replacements and extensions of the Trust Deed.

2. In the event of a foreclosure of the Trust Deed or should Lender obtain title by deed in lieu thereof, or otherwise, Lender, for itself, its successors or assigns (which shall include any persons acquiring title by voluntary deed, assignment or other disposition or transfer in lieu of foreclosure), agrees that Tenant may continue its occupancy of the Premises in accordance with the terms and provisions of the Lease, so long as Tenant is not in material default under the Lease beyond any applicable notice and cure period. Lender agrees not to name Tenant as a party defendant in any foreclosure action. Lender for itself, its successors, or assigns, covenants and agrees to execute and deliver, upon request of Tenant, a non-disturbance agreement consistent with the foregoing.

3. Tenant agrees to attorn to: (a) Lender when in possession of the Premises; (b) a receiver appointed in an action or proceeding to foreclose the Trust Deed or otherwise; or (c) to any party acquiring title to the Premises as a result of foreclosure of the Trust Deed or deed in lieu thereof. Tenant further covenants and agrees to execute and deliver, upon request of Lender, or its assigns, an appropriate agreement of attornment, in form and content reasonably acceptable to Tenant and Lender (but which shall not amend the terms of the Lease or otherwise diminish Tenant's rights thereunder) with any subsequent titleholder of the Premises.

4. So long as the Trust Deed on the Premises remains outstanding and unsatisfied, Tenant will deliver to Lender a copy of all notices of default given to Landlord by Tenant. At any time before the rights of Landlord shall have been forfeited or adversely affected because of any default under the Lease as therein provided, Lender shall have the right (but not the obligation) to cure such default within the same period of time as is allowed Landlord under the Lease.

5. If Lender shall succeed to the interest of Landlord under the Lease, Lender shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, from and after Lender's succession to the interest of Landlord under the Lease, have the same remedies against the Lender for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against the Landlord if Lender had not succeeded to the interest of Landlord; provided further, however, that Lender shall not be:

(a) liable for any warranty, act or omission of any prior landlord (including Landlord), except those which continue after the date Lender acquires title to the Premises; or

(b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord), except offsets specifically provided for in the Lease which arose out of such Landlord's default under the Lease and accrued after Tenant has notified Lender and given Lender an opportunity to cure as provided in Paragraph 4 above; or

(c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or

(d) bound by any amendment or modification of the Lease or any collateral agreement made without Lender's consent which would (i) reduce minimum fixed rent, or (ii) reduce any other material obligation of Tenant under the Lease.

6. Lender consents to the application and disposition of casualty proceeds and condemnation awards in accordance with Paragraphs 10 and 14 of the Lease.

7. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns (which shall include any persons acquiring title by voluntary deed, assignment or other disposition or transfer in lieu of foreclosure) of the parties.

8. Any notices under this Agreement may be delivered by hand or sent by commercial overnight delivery services or United States Postal Service express mail, in either case of overnight delivery with proof of service, or sent by certified mail, return receipt requested, to the following addresses:

To Tenant: First Tennessee Bank National Association  
165 Madison Avenue, Suite 1100  
Memphis, TN 38103  
Attn: Corporate Real Estate and Administrative Services

To Lender: BancorpSouth Bank  
60 E. Commerce St.  
Hernando, MS 38632  
Attn: Mrs. Diane Tipton, 1<sup>st</sup> Vice President

The notice shall deemed to have been given on the date it was actually received.

9. This Agreement may be executed and delivered in counterparts for the convenience of the parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives on the date indicated below their respective signatures but effective as of the 31<sup>st</sup> day of July, 2008.

LENDER:

BancorpSouth Bank

By: Diane R. Tipton  
Print Name: Diane R. Tipton  
Print Title: 1<sup>st</sup> Vice President  
Date: July 31, 2008

TENANT:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION,  
a national banking association

By: Thomas F. Baker IV  
Print Name: Thomas F. Baker IV  
Print Title: Executive Vice President & Chief Procurement Officer  
Date: 8/13/08

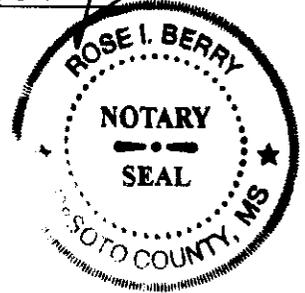
STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31 day of July, 2008, within my jurisdiction, the within named Diane R. Tipton, who acknowledged that she is 1<sup>st</sup> Vice President of BancorpSouth Bank, a Mississippi Banking corporation, and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Rose I. Berry  
Notary Public

MY COMMISSION EXPIRES:  
OCTOBER 20, 2010



My commission expires:

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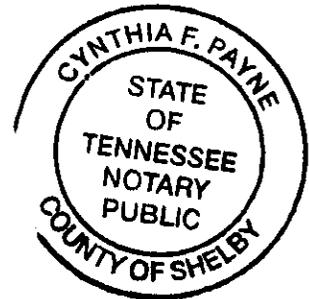
STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13<sup>th</sup> day of August, 2008, within my jurisdiction, the within named Thomas F. Baker, IV, who acknowledged that he is Executive Vice President and Chief Procurement Officer of First Tennessee Bank National Association, a national banking association, and that for and on behalf of said association, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said association so to do.

Cynthia F. Payne

Notary Public



My commission expires:

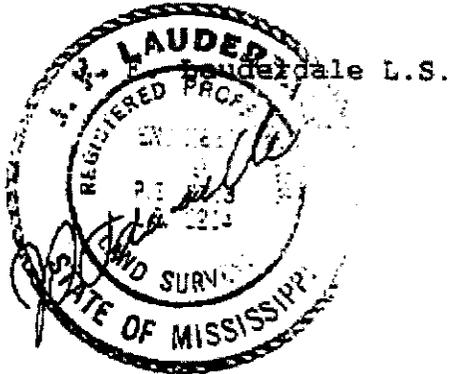
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MY COMMISSION EXPIRES MARCH 16, 2011

EXHIBIT ALEGAL DESCRIPTION

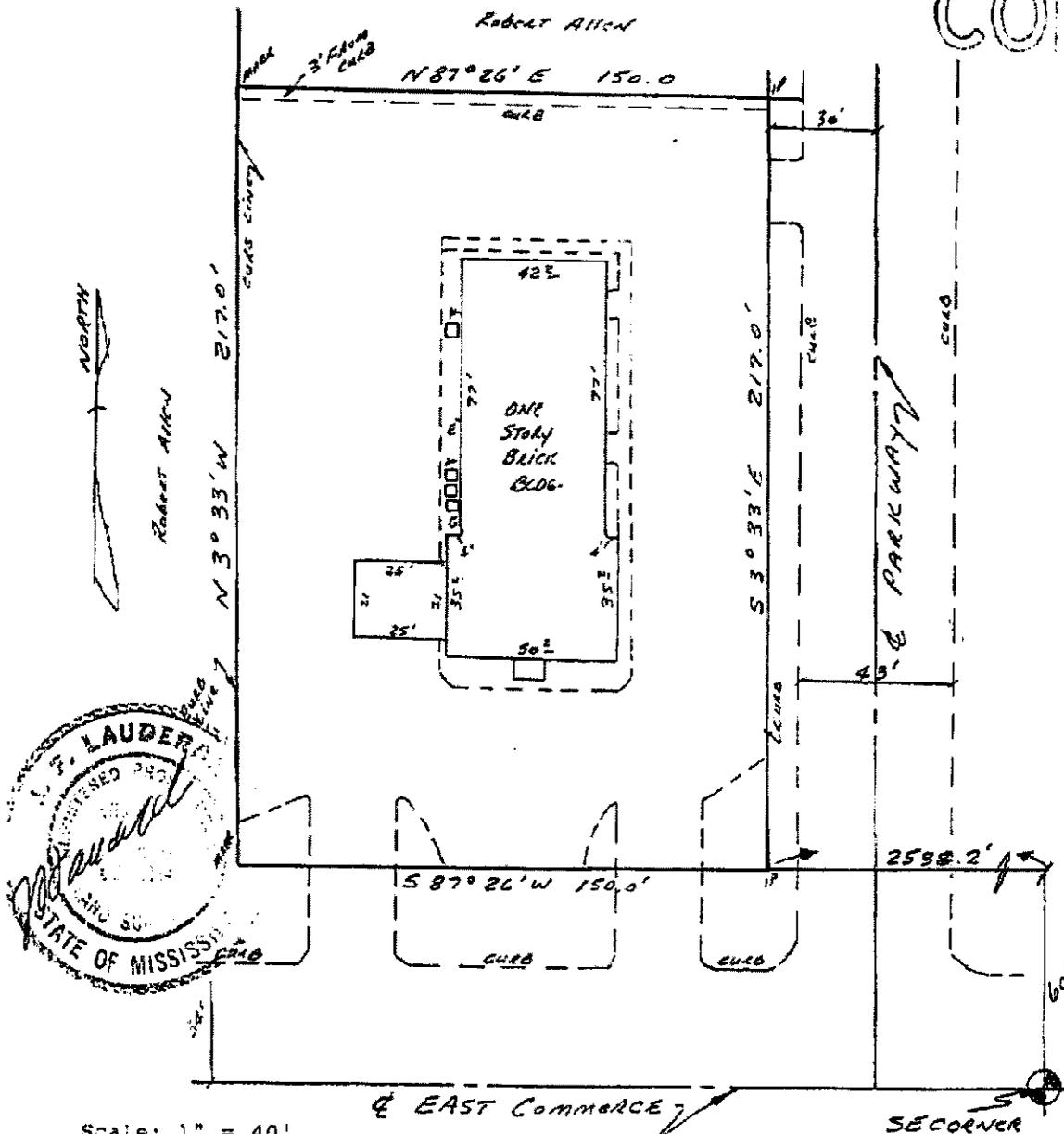
DESCRIPTION OF THE AMSOUTH BANK LOT CONTAINING 0.75 ACRES  
 LOCATED IN PART OF THE NORTHEAST QUARTER OF SECTION 18;  
 TOWNSHIP 3 SOUTH; RANGE 7 WEST; CITY OF HERNANDO IN DESOTO  
 COUNTY, MISSISSIPPI.

Beginning at the southeast corner of the northeast quarter of  
 Section 18; Township 3 South; Range 7 West; thence north 60  
 feet to a point; thence west 2538.2 feet along the north  
 right of way of East Commerce Street to the southeast corner  
 of the Am South Bank lot and the point of beginning of the  
 following lot; thence south 87 degrees 26' west 150.0 feet  
 along the north right of way of said street to a point;  
 thence north 3 degrees 33' west 217.0 feet along the east  
 line of the Allen lot to a point; thence north 87 degrees 26'  
 east 150.0 feet along the south line of the Allen tract to a  
 point in the west right of way of Parkway Street ( 60 feet  
 wide); thence south 3 degrees 33' east 217.0 feet along said  
 Parkway Street right of way to the point of beginning and  
 containing 0.75 acres more or less. All bearings are  
 magnetic.



SURVEY OF THE AM SOUTH BANK LOT LOCATED IN PART OF THE  
 NORTHEAST QUARTER OF SECTION 18; TOWNSHIP 3 SOUTH; RANGE  
 7 WEST; CITY OF HERNANDO IN DESOTO COUNTY, MISSISSIPPI.  
 CONTAINING 0.75 ACRES.

COPY



Scale: 1" = 40'  
 June 27, 2002  
 J. F. Lauderdale L.S.  
 9123 Pigeon Roost Ave  
 Olive Branch, Ms. 38654  
 Ms. No. 2214  
 Class B Survey

NOTE: This property is not located in a FEMA  
 flood hazard area according to map number  
 28033C0120 D dated May 3, 1990

SE CORNER  
 OF THE NEQ  
 18-3-7

**INSTRUMENT PREPARED BY AND  
AFTER RECORDING RETURN TO:**

Lynn A. Landau, Esq.  
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC  
165 Madison Avenue, Suite 2000  
Memphis, Tennessee 38103  
(901) 526-2000

**INDEXING INSTRUCTIONS:**

Part of NE ¼, S18, T3S, R7W  
DeSoto County, MS