

memorandum of which was recorded in Book 111, Page 509 in the Office Chancery Clerk of DeSoto County, Mississippi (the "Recording Office"). Pursuant to an Assignment and Assumption of Site Lease dated November 6, 2007, and recorded in Book 125, Page 114 in the Recording Office, Tower assigned its right title and interest in and to the Lease to Crown Castle South LLC, a Delaware limited liability company;

WHEREAS, Grantor has given to Mortgagee (i) a Deed of Trust dated August 29, 2003, and recorded in Book 1819 at Page 212 in the Recording Office, and (ii) a Deed of Trust dated May 4, 2005, and recorded in Book 2225 at Page 28 in the Recording Office, as modified and extended by Modification and Extension Agreement dated April 18, 2006, and recorded in Book 2465 at Page 235 in the Recording Office, as further modified by Modification of Deed of Trust dated December 6, 2007, and recorded in Book 2889 at Page 644 in the Recording Office and Modification of Deed of Trust dated January 17, 2008, and recorded in Book 2998, Page 339 in the Recording Office (collectively, the "**Mortgage**") on the property described on Exhibit "B" attached hereto (the "**Property**"), a part of which Property contains the Premises; and

WHEREAS, Grantee desires to be assured of continued access to the Premises during the term of the Easement and subject to the terms of this Agreement.

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

1. **Consent**. Mortgagee consents to the Easement and Assignment.
2. **Nondisturbance**. So long as the Easement is in full force and effect and Grantee is not in material default of any of its terms, obligations, covenants or conditions under the Easement, Mortgagee agrees that the right of possession of the Premises and all other rights of Grantee under the Easement and Assignment shall remain in full force and effect and shall not be affected or disturbed by Mortgagee in the exercise of its rights under the Mortgage during the term of the Easement, by reason of a Conveyance as defined herein.

For purposes of this agreement, a "**Conveyance**" shall mean any of the following, including, but not limited to, any exercise by Mortgagee of its rights under the Mortgage, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Mortgage, the termination of any superior lease of the Premises and any other transfer, sale or conveyance of the Grantor'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. Mortgagee and Grantee agree that any Conveyance shall be made subject to the Easement, the Assignment and the rights of Grantee under the Easement and the Assignment and the parties shall be bound to one another and have the same remedies against one another for any breach of the Easement and the Assignment as such parties had before the Conveyance; provided however, that neither Mortgagee nor any Acquiring Party, as hereinafter defined, shall be liable for any act or omission or indemnity or other obligation of any prior land owner or accruing prior to the date of any such Conveyance. In no event shall Mortgagee or any Acquiring Party be liable to Grantee for consequential, indirect, speculative or punitive damages in connection with or arising

from the Easement or this Agreement. Mortgagee will not join any land owner as a party in any action or proceeding to foreclose unless such joinder is necessary, as determined in the exercise of Mortgagee's good faith business judgment, to foreclose on the Mortgage and then only for such purpose and not for the purpose of terminating the Easement or voiding the Assignment. Notwithstanding anything to the contrary in the Easement, Grantee shall have no right of first refusal in connection with any Conveyance by Mortgagee.

3. **Attornment.** Upon receipt by Grantee of notice to attorn from Mortgagee along with reasonable supporting documentation, the parties agree to not seek to terminate the Easement or void the Assignment, to remain bound by the Easement and the Assignment and Grantee agrees to attorn to, accept and recognize Mortgagee or any Acquiring Party as the land owner under the Easement pursuant to the provisions expressly set forth therein for the term of the Easement. 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.

4. **Release of Lease.** To the extent the Mortgage in any way includes the Lease or any other lease related to communications towers, antennas, and related equipment on the Premises (the Lease and such other leases are collectively referred to herein as the "Easement Leases"), including the rents, profits, and revenue derived from the Easement Leases as security for the debt evidenced by the Mortgage, the Easement Leases and the rents, profits, and revenue derived therefrom are hereby released and forever discharged from the lien evidenced by the Mortgage and; it being intended that the Easement Leases and the rents, profits, and revenue derived therefrom, can, and shall be conveyed to Grantee by Grantor simultaneously with the execution of the Easement, free and clear of the lien evidenced by the Mortgage. Furthermore, in the event Grantor has previously assigned any rights, rents, profits, and revenue from the Easement Leases to Mortgagee, the Mortgagee hereby reassigns such rights, rents, profits, and revenue to Grantee effective as of the conveyance of the Easement; provided, however, that neither Grantor nor Mortgagee nor any Acquiring Party shall have any obligation to disgorge or otherwise reimburse Grantee for any such rents, profits or revenue received prior to the date hereof, any such amounts being prorated between Grantor and Grantee as of the date of the conveyance of the Easement.

5. **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 Mortgagee hereby expressly waives any interest in same, agrees that the same do not constitute realty and acknowledges that Grantee is authorized to remove said personal property.

6. **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 Premises whether directly or indirectly through Mortgagee and to any assignees, licensees, agents, subeasement holders, tenants or subtenants of Grantee. Furthermore, in the event Grantee assigns its right to purchase the Easement and Assignment to a third party, Grantee shall have the right to assign its rights and interest in this Agreement to such third party without the consent of Mortgagee and Grantor.

7. **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.

8. **Counterparts.** This Agreement may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgage and/or the Mortgage, whether directly or indirectly (collectively, an "Acquiring Party").

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed effective as of the date first written above.

GRANTOR:

[Signature]
BEN W. SMITH

[Signature]
GAIL M. SMITH

STATE OF MISSISSIPPI)

Desoto COUNTY)

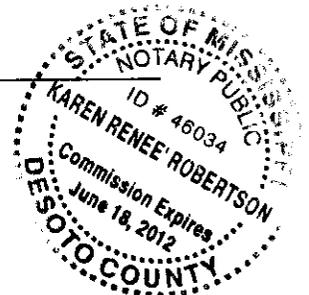
Personally appeared before me, the undersigned authority, in and for the said county and state, on this 30th day of August, 2011, within my jurisdiction, the within named BEN W. SMITH, who acknowledged that he executed the above and foregoing instrument as his voluntary act and deed.

Given under my hand and seal on the day and year last written above.

[Signature]
Notary Public

My Commission Expires: _____

(Notary Seal)



STATE OF MISSISSIPPI)

Desoto COUNTY)

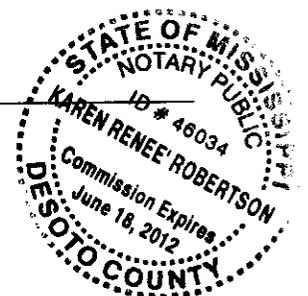
Personally appeared before me, the undersigned authority, in and for the said county and state, on this 30th day of August, 2011, within my jurisdiction, the within named GAIL M. SMITH, who acknowledged that she executed the above and foregoing instrument as her voluntary act and deed.

Given under my hand and seal on the day and year last written above.

[Signature]
Notary Public

My Commission Expires: _____

(Notary Seal)



GRANTEE:

GLOBAL SIGNAL ACQUISITIONS IV LLC,
a Delaware limited liability company

By: *Tracy Swol*
Name: _____
Title: Tracy Van Swol
Real Estate Transaction Manage

STATE OF Texas)
COUNTY OF Harris)

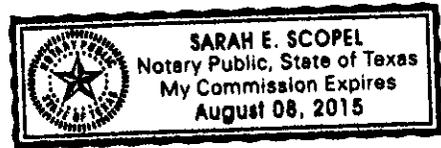
Personally appeared before me, the undersigned authority in and for the said county and state, on this 29 day of August, 2011, within my jurisdiction, the within named Tracy Van Swol, who acknowledged that he/she is RET manager of **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal on the day and year last written above.

Sarah E. Scopel
Notary Public

My Commission Expires: 8-8-15

(Notary Seal)



MORTGAGEE:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association

By: 
Robert Braswell
Assistant Vice President

STATE OF TENNESSEE)
)
COUNTY OF SHELBY)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24th day of August, 2011, within my jurisdiction, the within named Robert Braswell, who acknowledged that he is an Assistant Vice President of **FIRST NATIONAL TENNESSEE BANK NATIONAL ASSOCIATION**, a national banking association and that for and on behalf of the 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.

Given under my hand and seal on the day and year last written above.


Notary Public

My Commission Expires: _____
MY COMMISSION EXPIRES MARCH 20, 2013
(Notary Seal)



Exhibit "A"**LEGAL DESCRIPTION OF PREMISES****EASEMENT AREA:**

A PARCEL OF LAND SITUATED IN THE NW ¼ OF THE NE ¼ OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DeSOTO COUNTY, MISSISSIPPI, SAID PARCEL ALSO BEING A PART OF LOT 2C, DIVISION OF LOT 2B OF RAYBURN 2-LOT SUBDIVISION AS RECORDED IN THE OFFICE OF THE CHANCERY CLERK, OF SAID DeSOTO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A ½" CONDUIT IN PLACE AT THE NORTHEAST CORNER OF SAID LOT 2C AND RUN SOUTH 89°39'22" WEST ALONG THE NORTH LINE OF SAID LOT 2C A DISTANCE OF 63.54 FEET TO A ½" CONDUIT IN PLACE; THENCE RUN SOUTH 00°25'08" EAST ALONG THE WEST LINE OF SAID LOT 2C A DISTANCE OF 34.59 FEET TO A ½" CONDUIT IN PLACE AND THE POINT OF BEGINNING; THENCE RUN SOUTH 04°33'45" EAST A DISTANCE OF 59.88 FEET TO A ½" CONDUIT IN PLACE; THENCE RUN NORTH 89°24'50" WEST A DISTANCE OF 60.00 FEET TO A ½" CONDUIT IN PLACE; THENCE RUN NORTH 04°29'25" WEST A DISTANCE OF 60.04 FEET TO A ½" CONDUIT IN PLACE ON THE NORTH LINE OF SAID LOT 2C; THENCE RUN SOUTH 89°15'35" EAST ALONG SAID NORTH LINE OF LOT 2C A DISTANCE OF 59.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,581 SQUARE FEET (0.08 ACRES) MORE OR LESS.

Together with:

ACCESS & UTILITY EASEMENT:

A PARCEL OF LAND FOR INGRESS, EGRESS AND UTILITIES SITUATED IN THE NW ¼ OF THE NE ¼ OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DeSOTO COUNTY, MISSISSIPPI, SAID PARCEL ALSO BEING A PART OF LOT 2C, DIVISION OF LOT 2B OF RAYBURN 2-LOT SUBDIVISION AS RECORDED IN THE OFFICE OF THE CHANCERY CLERK, OF SAID DeSOTO COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A ½" CONDUIT IN PLACE AT THE NORTHEAST CORNER OF SAID LOT 2C AND RUN SOUTH 89°39'22" WEST ALONG THE NORTH LINE OF SAID LOT 2C A DISTANCE OF 26.61 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00°30'05" WEST A DISTANCE OF 94.95 FEET; THENCE RUN NORTH 89°12'49" WEST A DISTANCE OF 31.04 FEET TO A ½" CONDUIT IN PLACE AT THE SE CORNER OF THE TOWER EASEMENT; THENCE RUN NORTH 04°33'45" WEST ALONG THE EAST LINE OF THE TOWER EASEMENT A DISTANCE OF 59.88 FEET TO A ½" CONDUIT IN PLACE; THENCE RUN SOUTH 89°15'35" EAST A DISTANCE OF 6.33 FEET; THENCE RUN NORTH 00°30'05" EAST A DISTANCE OF 35.17 FEET

TO A POINT ON SAID NORTH LINE OF LOT 2C; THENCE RUN NORTH 89°39'22"
EAST ALONG SAID NORTH LINE OF LOT 2C A DISTANCE OF 30.00 FEET TO THE
POINT OF BEGINNING.

CONTAINING 3,059 SQUARE FEET (0.07 ACRES) MORE OR LESS.

AND

**ALSO: A 30' non-exclusive Ingress and Egress Easement across existing
roadway located on Lot 2A, Division of Lot 2, Rayburn 2-Lot
Subdivision, as recorded in Plat Book 56, Page 42, in the office of the
Chancery Clerk of DeSoto County, Mississippi**

Exhibit "B"**LEGAL DESCRIPTION OF PROPERTY**

Lot 2B, Division of Lot 2 Rayburn 2-Lot Subdivision, situated in Section 31, Township 1 South, Range 7 West, City of Southaven, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 56, Page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Also: A 30' non - exclusive Ingress and Egress Easement across existing roadway located on Lot 2A, Division of Lot 2, Rayburn 2-Lot Subdivision, as recorded in Plat Book 56, Page 42, in the office of the Chancery Clerk of DeSoto County, Mississippi; together with the right of Grantees to alter the curb as necessary to extend said drive to the south. Grantor shall be responsible for maintenance of said roadway located on Lot 2A.