

Prepared by:  
Tritel Communications Inc.  
211 Summit Parkway, Suite 112  
Birmingham, AL 35209

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

THIS AGREEMENT (the "Agreement") is made and entered into as of this 17<sup>th</sup> day of March, 2000, by and among Compass Bank, (hereinafter referred to as the "Lender"), **TRITEL COMMUNICATIONS, INC.**, a Delaware Corporation, (hereinafter referred to as "Tenant"), and Equine Partners, L.L.C., (hereinafter referred to as "Landlord").

**WITNESSETH:**

WHEREAS, Lender has made a loan in the amount of Six Million Nine Hundred Thirty Two Thousand Dollars (\$6,932,000.00) (such loan and any renewal, substitution, extension or replacement thereof being herein called the "Loan") secured, inter alia by a deed of trust recorded at The Probate Office Instrument # 1998/27118 of the official records of Shelby County, State of Alabama (such deed of trust and all other liens on the Property, as hereafter defined, securing the Loan and any renewal, substitution, amendment, extension or replacement thereof being hereinafter referred to as the "Mortgage") upon the tract of land described in Exhibit "A" hereto (the "Property"); and

WHEREAS, Landlord and Tenant desire to enter into a lease for a portion of the Property (the "Leased Premises") pursuant to a Lease Agreement or lease agreement by and between Landlord and Tenant dated as of July 23, 1999 (the "Lease"); and

WHEREAS, the parties hereto desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, Lender, Tenant and Landlord hereby agree as follows:

1. Subordination. Tenant hereby subordinates the Lease to the interest of Lender under the Mortgage, and Tenant further agrees that the Lease now is and shall at all times continue to be subject, junior, inferior and subordinate to the Mortgage.

1. Non-Disturbance. So long as no default exists which would, with notice, entitle the Landlord to the right to terminate the Lease, the Lease shall not be terminated, nor shall any sublease, assignment, license, the source of which title is from the Tenant or any of its successors, assigns, lessees, sublessees, subtenants, licensees or otherwise (hereinafter "Any Proposed Sublease") be terminated, nor shall Tenant's or any subtenant's, sublessee's, licensee's, assign's (or any other party whose source of title or interest arise from Tenant either directly or indirectly) ("Any Proposed Sublessee") use, possession or enjoyment of the Property be interfered with nor shall the leasehold estate granted by the Lease or Any Proposed Sublease be affected in any other manner, in any exercise of any power of sale in the Mortgage, or by foreclosure or any action or proceeding instituted under or in connection with the Mortgage, except that the person or entity acquiring the interest of the Landlord under the Lease as a result of any such action or proceeding, and the successors and assigns thereof (hereinafter referred to as the "Purchaser") shall not be (a) liable for any act or omission of any prior landlord under the Lease; or (b) subject to any offsets or defenses which the Tenant under the Lease might have against the prior landlord under the Lease; or (c) bound by any prepayment of rent made prior to any subsequent purchaser's purchase of the Property which prepayment is more than thirty (30) days prior to the time provided for in the Lease; or (d) bound by any amendment or modification to the Lease made without Lender's prior written consent.

2. Tenant Not To Be Joined In Foreclosure. So long as Tenant is not in default (beyond any applicable period given Tenant to cure such default) in the payment of rent or in the performance of any terms, covenants or conditions of the Lease on Tenant's part to be performed, Lender will not join Tenant (or Any Proposed Sublessee) as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease and in such event Lender shall reimburse Tenant (and/or Any Proposed Sublessee) for all reasonable expenses incurred by Tenant (and/or Any Proposed Sublessee) in connection therewith.

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3. Attornment. In the event the exercise of the power of sale in the Mortgage, or in the event of foreclosure of the Mortgage, or in event of a conveyance of the Property in lieu of foreclosure, Tenant agrees to attorn to and accept the purchaser at the foreclosure sale or the grantee under the conveyance in lieu of foreclosure as the landlord for the balance then remaining of the term of the Lease, subject to all terms and conditions of said Lease and the terms of this Agreement. Said attornment shall be effective and self-operative without the execution of any further instruments upon the succession by Purchaser to the interest of Landlord under the Lease. The respective rights and obligations of Tenant and Lender upon such attornment, shall be and are the same as now set forth in the Lease.

4. Tenant's Communication Equipment. Lender hereby acknowledges and agrees that this Agreement does not apply to the Personal Communications Service System facility, as defined in the Lease, and that removal of said Personal Communications Service System facility is governed by the terms of the Lease.

5. As to Landlord and Tenant. As between Landlord and Tenant, Landlord and Tenant covenant and agree that nothing contained herein nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Lease.

6. As to Landlord and Lender. As between Landlord and Lender, Landlord and Lender covenant and agree that nothing contained herein nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Mortgage.

7. Title of Paragraphs. The titles of the paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8. Provisions Binding. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lender, Tenant and Landlord.

9. Governing Law. This Agreement shall be interpreted and governed by the laws of the State where Leased Premises are located.

10. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be considered properly given if mailed by first class United States mail, postage prepaid, registered or certified with

return receipt requested, or by delivering same in person to the addressee. Notice so mailed shall be deemed effective upon its deposit. Notice given in any other manner shall be deemed effective only if and when delivered to the addressee. For purposes of notices, the addresses of the parties shall be set forth opposite their respective signatures below.

11. Counterparts. This Agreement may be signed in multiple counterparts, each of which is an original, but all of which comprise one Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

"LENDER"

Compass Bank

By: [Signature]  
Name: Travis G. McKay  
Title: VP

Address: P.O. Box 10566  
Birmingham, AL 35296

"LANDLORD"

Equine Partners, L.L.C.

By: [Signature]  
Name: Michael D. Fuller  
Title: President

Address: 1 Shades Creek Parkway  
Birmingham, AL 35209

"TENANT"

TRITEL COMMUNICATIONS, INC.

By: [Signature]  
Name: Kenneth F. Harris  
Title: Director of Site Acquisition and Property Administration

Address: 111 East Capitol Street  
Suite 500  
Jackson, MS 39201  
PH: (601) 914-8000

**NOTARY BLOCK FOR LENDER IF CORPORATION**

STATE OF Alabama  
COUNTY OF Jefferson

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Wanda S. McTay, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the VP President of Compass Bank the within named bargainer, a corporation, and that he as such officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal at office, on this the 28<sup>th</sup> day of February, 2000

Barbara Ann Moore  
Notary Public

My Commission Expires:  
11-27-2002

**NOTARY BLOCK FOR LENDER IF NATIONAL BANKING ASSOCIATION**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the \_\_\_\_\_ of \_\_\_\_\_, the within named bargainer, a national banking association, and that he as such \_\_\_\_\_, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the banking association by self as such \_\_\_\_\_.

WITNESS my hand and seal at office, on this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

NOTARY BLOCK FOR LANDLORD IF LLC

STATE OF Alabama  
COUNTY OF Jefferson

Before me, Susan L. Layton, a Notary Public in and for said State and County aforesaid, duly commissioned and qualified, personally appeared Michael D. Gullett, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Equine Partners, LLC, the within-named bargainer, a Tennessee Limited Liability Company, and that he, as such officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as such officer.

WITNESS my hand and seal at office on this the 28 day of February, 192000.

My Commission Expires: 6-17-02

Notary Public  
Susan L. Layton

NOTARY BLOCK FOR TRITEL COMMUNICATIONS, INC.

STATE OF Mississippi  
COUNTY OF Hinds

Before me, Cynthia Wilkins Odom, a Notary Public in and for the State and County aforesaid, personally appeared Kenneth F. Harris, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the Director of Site Acquisition and Property Administration of TRITEL COMMUNICATIONS, INC., the within named bargainer, a corporation, and that he as such Director, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Director.

WITNESS my hand and seal at office, on this the 24 day of March, 2000.

My Commission Expires: MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG. 23, 2003  
BONDED THRU STEGALL NOTARY SERVICE

Notary Public  
Cynthia Wilkins Odom

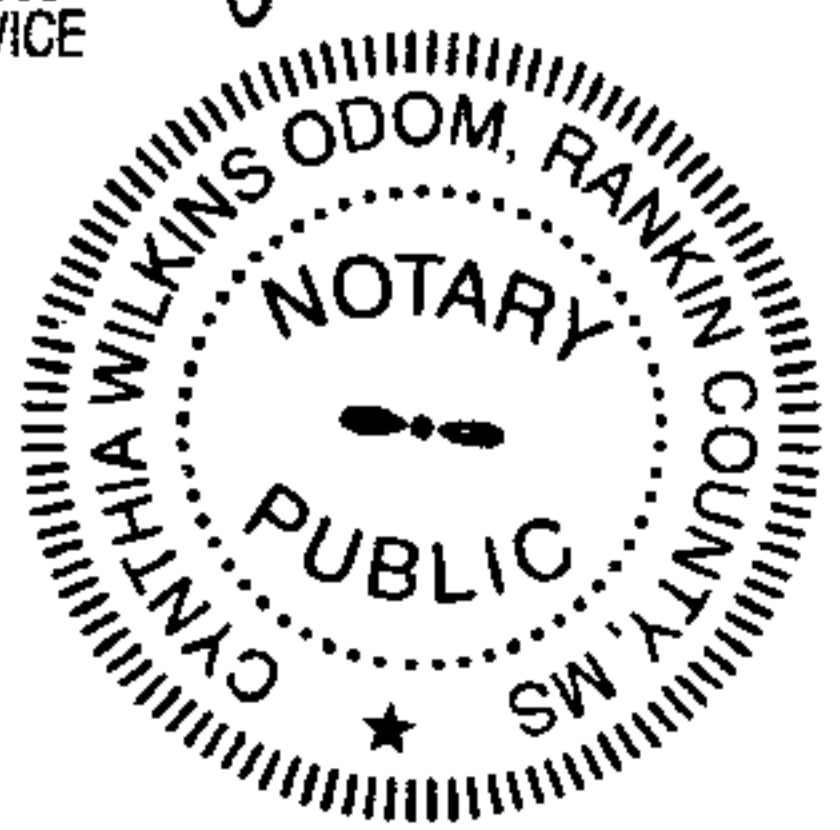


EXHIBIT "A"

Legal Description

PARCEL I: A parcel of land situated in Section 20, Township 19 South, Range 1 West, being more particularly described as follows: Begin at a Paragon Engineering, Inc. iron and cap found at the Southwest corner of the Northwest 1/4 of the Southwest 1/4 of said Section 20; thence run in a Northerly direction along the West line of said Section on a bearing of North 00 degrees 16 minutes 29 seconds West a distance of 1343.85 feet to a found Paragon Engineering, Inc. rebar and cap at the Northwest corner of said 1/4-1/4 Section; thence turn an angle to the right and run in an Easterly direction along the North line of the Southwest 1/4 of said Section 20 on a bearing of North 89 degrees 16 minutes 06 seconds East a distance of 2653.78 feet to the Northeast corner of said Southwest 1/4; thence turn an angle to the left and run in a Northerly direction along the West line of the Southwest 1/4 of the Northeast 1/4 of said Section 20 on a bearing of North 00 degrees 17 minutes 11 seconds West a distance of 1330.88 feet to the Northwest corner of said 1/4-1/4; thence turn an angle to the right and run in an Easterly direction along the North line of said 1/4-1/4 on a bearing of North 89 degrees 32 minutes 53 seconds East a distance of 679.11 feet to the Westerly right-of-way line of Old Hwy. 280; thence turn an angle to the right and run in a Southeasterly direction along said right-of-way on a bearing of South 41 degrees 19 minutes 48 seconds East a distance of 164.93 feet to a point, said point being the beginning of a curve to the right; thence continue along said right-of-way and along the arc of said curve, having a radius of 534.98 feet, a central angle of 47 degrees 22 minutes 00 seconds, an arc length of 442.27 feet with a chord bearing of South 17 degrees 38 minutes 48 seconds East to a point; thence continue tangent to last described curve in a Southerly direction along said right-of-way on a bearing of South 06 degrees 02 minutes 12 seconds East a distance of 66.50 feet to a point, said point being at the beginning of a curve to the left; thence continue along said right-of-way and along the arc of said curve, said curve having a radius of 399.26 feet, a central angle of 74 degrees 01 minutes 00 seconds, an arc length of 515.78 feet, a chord bearing of South 30 minutes 58 minutes 18 seconds East to a point; thence continue tangent to last described curve along said right-of-way in a Southeasterly direction a bearing of South 67 degrees 58 minutes 48 seconds East a distance of 102.50 feet to a point, said point being the beginning of a curve to the right; thence continue along the arc of said curve in a Southeasterly direction along said right-of-way, said curve having a radius of 915.10 feet, a central angle of 5 degrees 25 minutes 06 seconds, an arc length of 86.54 feet, and a chord bearing of South 65 degrees 16 minutes 15 seconds East to a point on the East line of the Southwest 1/4 of the Northeast 1/4 of said Section; thence turn an angle to the right and run in a Southerly direction along the East line of said Southwest 1/4 of the Northeast 1/4 on a bearing of South 00 degrees 17 minutes 33 seconds East a distance of 233.00 feet to the Southeast corner of said 1/4-1/4; thence turn an angle to the left and run in an Easterly direction along the South line of the Southeast 1/4 of the Northeast 1/4 of said Section 20 on a bearing of North 89 degrees 16 minutes 06 seconds East a distance of 282.70 feet to a point, said point being on the Westerly right-of-way of said Old Hwy. 280, said point also being on a curve to the right; thence run along said right-of-way and along the arc of said curve, said curve having a radius of 915.10 feet, a central angle of 8 degrees 05 minutes 34 seconds, an arc length of 129.25 feet, and a chord bearing of South 35 degrees 30 minutes 35 seconds East to a point; thence continue tangent to the last described curve in a Southeasterly direction along said right-of-way on a bearing of South 31 degrees 27 minutes 48 seconds East a distance of 816.70 feet to a point, said point being the beginning of a curve to the right; thence continue along said right-of-way and along the arc of said curve, having a radius of 676.70 feet, a central angle of 19 degrees 19 minutes 07 seconds, an arc length of 228.17 feet, on a chord bearing of South 21 degrees 48 minutes 15 seconds East to a point; thence turn an angle to the right and run in a Southwesterly direction on a bearing of South 37 31 minutes 30 seconds West a distance of 330.04 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of South 33 degrees 51 minutes 13 seconds West a distance of 185.20 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of South 30 degrees 41 minutes 09 seconds West a distance of 323.03 feet to a point; thence turn an angle to the left and run in a Southeasterly direction on a bearing of South 40 degrees 03 minutes 35 seconds East a distance of 264.00 feet to a point, said point being on the Westerly right-of-way of Old Hwy. 280; thence turn an angle to the right and run in a Southwesterly direction along said right-of-way on a bearing of South 28 degrees 22 minutes 12 seconds West a distance of 841.99 feet to a point, said point being on the South line of said Section 20; thence turn an angle to the right and run in a Westerly direction along said South line, on a bearing of South 88 degrees 42 minutes 32 seconds West a distance of 1482.94 feet to a point, said point being the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 20; thence turn an angle to the right and run in a Northerly direction along the West line of said 1/4-1/4 Section on a bearing of North 00 degrees 17 minutes 11 seconds West a distance of 1330.88 feet to a point, said point being the Northwest corner of said 1/4-1/4 Section; thence turn an angle to the left and run in a Westerly direction along the South line of the Northeast 1/4 of the Southwest 1/4 and the Northwest 1/4 of the Southwest 1/4 on a bearing of South 88 degrees 59 minutes 19 seconds West a distance of 2315.85 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of South 55 degrees 20 minutes 53 seconds

EXHIBIT "A"

Continued

Legal Description

West a distance of 409.91 feet to a point on the West line of said Section 20; thence turn an angle to the right and run in a Northerly direction on a bearing of North 00 degrees 16 minutes 25 seconds West a distance of 227.09 feet to the point of beginning.

PARCEL II: A parcel of land situated in the Southwest 1/4 of the Northeast 1/4 of Section 20, Township 19 South, Range 1 West, being more particularly described as follows: Commence at the Northwest corner of said Southwest 1/4 of the Northeast 1/4 of said Section 20; thence run in an Easterly direction on a bearing of North 39 degrees 32 minutes 53 seconds East a distance of 784.92 feet to the point of beginning of the parcel herein described, said point also being on the Easterly right-of-way of Old Hwy. 280; thence continue along said North line in the same direction as last described course on a bearing of North 89 degrees 32 minutes 53 seconds East a distance of 191.23 feet to a point, said point being on the Westerly right-of-way of new U.S. Hwy. 280; thence turn an angle to the right and run in a Southeasterly direction along said right-of-way on a bearing of South 31 degrees 35 minutes 26 seconds East a distance of 674.84 feet to a point, said point being on the East line of the Southwest 1/4 of the Northeast 1/4 of said Section 20; thence turn an angle to the right and run in a Southerly direction along said East line on a bearing of South 00 degrees 17 minutes 33 seconds East a distance of 424.39 feet to a point, said point being on the Northeasterly right-of-way of Old Hwy. 280, said point also being on a curve to the left; thence turn an angle to the right and run along said right-of-way and along the arc of said curve, having a radius of 995.10 feet, a central angle of 03 degrees 01 minute 21 seconds, an arc length of 52.49 feet, and a chord bearing of North 66 degrees 28 minutes 08 seconds West to a point; thence continue tangent to last described curve in a Northwesterly direction and along said right-of-way on a bearing of North 67 degrees 58 minutes 48 seconds West a distance of 102.50 feet to a point, said point being on a curve to the right; thence continue along said right-of-way and along the arc of said curve, having a radius of 319.26 feet, a central angle of 74 degrees 01 minute 00 seconds, an arc length of 412.43 feet, and a chord bearing of North 30 degrees 58 minutes 18 seconds West to a point; thence continue tangent to last described curve and along said right-of-way in a Northeasterly direction on a bearing of North 06 degrees 02 minutes 12 seconds East a distance of 66.50 feet to a point, said point being the beginning of a curve to the left; thence continue along said right-of-way and along the arc of said curve, having a radius of 614.98 feet, a central angle of 47 degrees 22 minutes 00 seconds, an arc length of 508.41 feet and a chord bearing of North 17 degrees 38 minutes 48 seconds West, thence continue tangent to last described curve and along said right of way in a Northwesterly direction on a bearing of North 41 degrees 19 minutes 48 seconds West a distance of 95.68 feet to the point of beginning.

LESS AND EXCEPT: A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 20, Township 19 South, Range 1 West, being more particularly described as follows: Commence at the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 20; thence run in an Easterly direction along the South line of said Section South 88 degrees 42 minutes 32 seconds West a distance of 1482.94 feet to a point on the Westerly right-of-way of Old Hwy. 280; thence turn an angle to the left and run in a Northeasterly direction along said right-of-way on a bearing of North 28 degrees 22 minutes 12 seconds East a distance of 541.99 feet to the point of beginning of the parcel herein described; thence continue on the same bearing of the last described course along said right-of-way in a Northeasterly direction a distance of 300.00 feet; thence turn an angle to the left and run in a Northwesterly direction on a bearing of North 40 degrees 03 minutes 35 seconds West a distance of 300.00 feet to a point; thence turn an angle to the left and run in a Southwesterly direction on a bearing of South 31 degrees 15 minutes 15 seconds West a distance of 375.00 feet to a point; thence turn an angle to the left and run in a Southeasterly direction on a bearing of South 54 degrees 46 minutes 57 seconds East a distance of 300.00 feet to the point of beginning.

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