

THIS INSTRUMENT PREPARED BY:
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2000 First Tennessee Building
Memphis, Tennessee 38103
901-577-2268

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STATE NO. DE SOTO CO.
FILE

BK 69 PG 535

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W.E. DAVIS CH. CLK.

By: P. Stankay OC

NON-DISTURBANCE AND ATTORNMENT AGREEMENT BK PG
W.E. DAVIS CH. CLK.

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("the Agreement"), made this 8th day of August, 1995 among **MEMPHIS CELLULAR TELEPHONE COMPANY**, a Tennessee General partnership, with offices at 3100 West End Avenue, Suite 1100, Nashville, Tennessee 37203 (hereinafter called "Tenant"), **NATIONAL BANK OF COMMERCE**, having a principal office and place of business at One Commerce Square, Memphis, Tennessee (hereinafter called "Lender"), and **SOUTHVIEW PARTNERSHIP**, a Mississippi general partnership (hereinafter referred to as "Landlord").

WITNESSETH:

WHEREAS, Tenant has entered into that certain lease ("the Lease") dated October 31, 1994, with Landlord for the lease of certain real property (the "Leasehold") in DeSoto County, Mississippi, which lease includes an easement for ingress and egress to and from said property, (the Leasehold and said easements collectively the "Premises"), the Leasehold site being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Landlord has previously executed a Deed of Trust in favor of Lender, dated April 28, 1989, recorded May 2, 1989, of record in Book 470, Page 597, Chancery Clerk's Office for DeSoto County, Mississippi ("Deed of Trust"), which Deed of Trust encumbers certain property of the Landlord, including the Premises; and

WHEREAS, the interest of Tenant in the Premises is subordinate to the Deed of Trust and, subject to the terms and conditions of this Agreement, Lender is willing to

give Tenant certain assurances that Tenant's possession of the Premises will not be disturbed by reason of a foreclosure of the Deed of Trust or exercise of the power of sale under the Deed of Trust;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Notice to Lender; Lender's Cure. Notwithstanding any provision in the Lease to the contrary, no default in the performance of any of Landlord's obligations under the Lease that is of such a nature as to give Tenant a right to terminate the Lease or to reduce the rent payable under the Lease or to any credit, reduction or offset against future rents shall entitle Tenant to exercise any such right, power or remedy unless and until notice of such default is given to Lender and unless and until fifteen (15) days shall have elapsed following receipt of such notice by Lender, during which period Lender shall have the right, but not the obligation, to remedy or cure such default; provided, however, that if such default cannot be cured within fifteen (15) days, then Lender shall have such longer period of time as may be necessary to cure such default so long as Lender pursues the cure of same with due diligence.

2. Non-Disturbance of Tenant's Possession. So long as Tenant is not in default in the payment of rent, additional rent or other charges, or in the performance of any of the other terms, covenants or conditions of the Lease, Tenant shall not be disturbed by Lender in Tenant's occupancy of the Premises during the original or any renewal term of the Lease or any extension thereof, notwithstanding foreclosure of the Deed of Trust, exercise of the power of sale thereunder, acceptance of a deed in lieu of foreclosure or exercise of any other remedy provided in the Deed of Trust, in any assignment of leases and rents in favor of Lender or pursuant to the laws of the state in which the Premises are situated.

3. Lender's Obligations. No person or entity who exercises a right arising under the Deed of Trust or any assignment of the Lease to receive the rents payable by Tenant under the Lease shall thereby become obligated to Tenant for the performance of any of the terms, covenants, conditions and agreements of Landlord under the Lease. Landlord and Tenant agree that Tenant shall make all payments to be made by Tenant under the Lease to such person or entity upon receipt of written notice of the exercise of such right, and Tenant agrees not to prepay any sums payable by Tenant under the Lease. Receipt of rent by such other person shall not relieve Landlord of its obligations under the Lease, and Tenant shall continue to look only to Landlord for performance thereof.

4. Special Rights of Lender. In addition to and not in lieu of any other provisions of this Agreement, Lender shall not in any way or to any extent be:

- (a) liable for any act or omission of any landlord (including Lender and Landlord) in contravention of any provision of the Lease; or
- (b) subject to any offsets or defenses that Tenant might have against any prior landlord (including Landlord); or
- (c) bound by any rent or additional rent that Tenant might have paid for more than thirty (30) days in advance to any prior landlord (including Landlord); or
- (d) bound by any agreement or modification of the Lease made without Lender's consent; or
- (e) in any way responsible for any deposit or security that was delivered to Landlord but which was not subsequently delivered to Lender.

5. Attornment. Tenant agrees that if Lender acquires title to the Premises as a result of foreclosure of the Deed of Trust, exercise of the power of sale thereunder or the acceptance of a deed in lieu of foreclosure, or if Lender obtains control of the Premises pursuant to any other rights, powers or remedies contained in the Deed of Trust, any assignment of leases and rents in favor of Lender or the laws of the state in which the Premises are situated, Tenant will, upon request of Lender or any other person or entity succeeding to the interest of Lender as a result of the exercise of any such right, power or remedy, automatically become the lessee or tenant of Lender or such successor in interest, without any change in the terms and provisions of the Lease, and Tenant will, upon request of Lender or said successor in interest, deliver an instrument or instruments, in recordable form, confirming such attornment. Following Lender's exercise of any such remedy, Tenant's sole remedy against Lender or any successor in interest for any act or omission in contravention of any provision of the Lease shall be to cancel the Lease. Neither Lender's acquisition of title to or control of the Premises in the manner aforesaid nor the performing of any of the obligations of Landlord pursuant to the Lease shall be construed as an assumption of said Lease by Lender. Furthermore, upon the happening of any of the above-described events, the Lease between Landlord and Tenant shall be deemed to be modified to include the provisions contained herein, notwithstanding any other provision of said Lease.

6. Notices. All notices, demands or requests, and all responses thereto, required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States Mail, postpaid and registered or certified with return receipt requested; provided, however, that the time period in which a response to any notice, demand or request must be given shall commence on the date of the receipt of the return receipt with respect to the notice, demand or request by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice has been given shall nevertheless constitute receipt of the

notice, demand or request sent. Any such notice to the parties shall be addressed as follows or to such other address in the United States as Landlord, Lender or Tenant may by notice in writing designate:

TENANT: MEMPHIS CELLULAR TELEPHONE COMPANY
3100 West End Avenue, Suite 1100
Nashville, Tennessee 37203
Attn: Manager of Site Acquisition

LENDER: NATIONAL BANK OF COMMERCE
One Commerce Square
Memphis, Tennessee 38103
Attn: _____

LANDLORD: SOUTHVIEV PARTNERSHIP
9075 Southview
Southaven, MS 38671
Attn: Mr. Terry Rowland

7. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. Numbered and titled paragraph headings are for convenience of reference only, and neither amplify nor limit the provisions hereof. When used herein, the singular shall include the plural, and vice versa, and the use of any gender shall include all other genders. If any provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of

such provision(s) to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

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

MEMPHIS CELLULAR TELEPHONE COMPANY, a Tennessee General Partnership

BY: CONTEL CELLULAR OF MEMPHIS, INC., Managing Partner

By: Stephen R. Cook
Title: Area Vice President

TENANT

NATIONAL BANK OF COMMERCE

By: Debra G. Heath
Title: Vice President

LENDER

SOUTHVIEW PARTNERSHIP

By: [Signature]
General Partner

By: [Signature]
General Partner

LANDLORD

STATE OF TENNESSEE
COUNTY OF Davidson

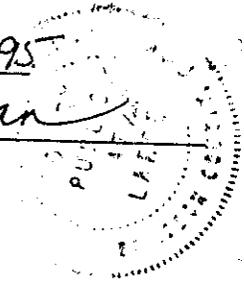
Personally appeared before me, Mary Page Hirkman, a Notary Public in and for said State and County duly commissioned and qualified, Stephen R. Cook, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Area Vice President of **CONTEL CELLULAR OF MEMPHIS, INC.** (the "Constituent"), the Managing Partner of **MEMPHIS CELLULAR TELEPHONE COMPANY**, a Tennessee General Partnership (the "Maker") and is authorized by the Maker or by its Constituent, the Constituent being authorized by the Maker, to execute this instrument on behalf of the Maker.

WITNESS my hand, at office, this 8th day of August, 1995

Mary Page Hirkman
Notary Public

My Commission Expires:

9/27/97



STATE OF TENNESSEE
COUNTY OF Shelby

Before me, Effie J. [Signature], a Notary Public in and for the State and County aforesaid, personally appeared Dennis Roaten, 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 Vice President of NATIONAL BANK OF COMMERCE, the within-named bargainer, and that he as such Vice President, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the federal savings bank by himself as such Vice President

WITNESS my hand and seal at office, on this the 1st day of August, 1995.

Effie J. [Signature]
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES APRIL 18, 1998

STATE OF Mississippi
COUNTY OF DeSoto

Before me, Jony Sharpe, a Notary Public in and for said County and State, personally appeared Terry Rowland, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a General Partner of SOUTHVIEW PARTNERSHIP, the within-named bargainer, a partnership, and that he as such General Partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such General Partner.

WITNESS my hand and seal at office, on this 25 day of July, 1995.

Jony Sharpe
Notary Public

My Commission Expires:

7-1-98

STATE OF Mississippi
COUNTY OF DeSoto

Before me, Jony Sharpe, a Notary Public in and for said County and State, personally appeared David B. Murphy, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a General Partner of **SOUTHVIEW PARTNERSHIP**, the within-named bargainor, a partnership, and that he as such General Partner executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such General Partner.

WITNESS my hand and seal at office, on this 25 day of July, 1995.

Jony Sharpe
Notary Public

My Commission Expires:
7-1-98



EXHIBIT "A"Legal Description of Leased Site

LOCATED IN SOUTHAVEN, DESOTO COUNTY, MISSISSIPPI:

Being a description of part of Southaven Partnership Tract Described as Lot 1E, Revision of Lot 1, Southview Commercial Park, in the southwest quarter of Section 13, Township 1-South, Range 8-West recorded in Plat Book 9, Page 50 at the Office of the Chancery Clerk of DeSoto County, Mississippi and situated in Southaven, DeSoto County, Mississippi, said property being more particularly described as follows:

Commencing at the intersection of the north R.O.W. line of State Line Road (as platted) with the west R.O.W. line of Southview Street; (50 ft. wide) thence north $00^{\circ} 34' 09''$ East along said west R.O.W. line of Southview Street 514.5 feet to a point, said point being the intersection of the west R.O.W. line of Southview Street with the north line of Lot 1E; thence south $88^{\circ} 59' 47''$ west along said north line 196.98 feet to the point of beginning; thence south $00^{\circ} 35' 56''$ east 99.96 feet to a point in the south line of Lot 1E; thence south $88^{\circ} 58' 48''$ west along said south line 60.49 feet to its intersection with the west line of Lot 1E; thence north $01^{\circ} 10' 07''$ west along said west line of Lot 1E 99.96 feet to its intersection with the north line of Lot 1E; thence north $88^{\circ} 58' 47''$ east along said north line of Lot 1E 61.48 feet to the point of beginning, containing 6,096 square feet or 0.14 acres more or less.