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BK 96 PG 379
W.E. DAVIS CH. CLK.

This instrument prepared by
and upon recordation return to:
Carla F. Fenswick, Esq.
Waller Lansden Dortch & Davis, PLLC
511 Union Street, Suite 2100
Nashville, TN 37219
(615) 244-6380


Signature

Walls

**NON-DISTURBANCE AND
ATTORNMENT AGREEMENT**

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT
("Agreement"), made and entered into as of October 9, 2002, by and between
Planters Bank of Tunica, Mississippi, a Commercial Bank, whose address is 1262
Edwards, Tunica, Mississippi 38676 (the "Lender"), and Crown Castle GT
Company LLC, a Delaware limited liability company, whose address is 2000
Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, Lender has made or intends to make a loan or loans (the
"Loan(s)") to or for the benefit of Warren W. Sullivan, Jane A. Sullivan, Walls
Planting Company and Walls Farming Company ("Landowner") secured by a fee
simple interest in certain real property located at 7037 Old Highway 61, Walls,
Mississippi, 38641, as more fully described on the metes and bounds legal
description which is attached hereto, made a part hereof, and labeled metes and
bounds legal description which is attached hereto, made a part hereof, and labeled
"Exhibit A," and all improvements thereon and appurtenances thereto (the
"Property"); and

WHEREAS, Lender has required the Loans to be secured by a Deed of Trust recorded in the Office of the Chancery Clerk of DeSoto County (Mississippi) at Book 433, Page 712, renewed and extended at Book 641, Page 388 and partially released at Book 802, Page 162 and by a Land Deed of Trust at Book 804, Page 736 (hereinafter the "Mortgage"); and

WHEREAS, a portion of the Property (the "Leased Premises") is subject to that certain lease agreement by and between Tenant, as successor by assignment to Memphis Cellular Telephone Company, dated as of May 24, 1993, recorded in Contract and Lease Book 9, Page 585 in the office of the Chancery Clerk of DeSoto County, Mississippi (the "Lease"); and

WHEREAS, Tenant wishes to obtain a non-disturbance agreement from Lender so as to be assured of continued possession of the Leased Premises if the Mortgage is foreclosed; and Lender is willing to grant to Tenant and its successors, sublessees, licensees and assigns, a non-disturbance agreement on the following terms and conditions.

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

1. Non-Disturbance. Lender consents to the Lease or any sublease or license and agrees that so long as no default (beyond any applicable period given Tenant to cure such default) exists which would, with notice, entitle the Landlord to the right to terminate the Lease, Lender agrees that the Lease or any sublease or license shall not be terminated, nor shall Tenant's or any sub-tenant's or licensee's use, possession or enjoyment of the Leased Premises be interfered with nor shall the leasehold estate granted by the Lease be affected in any other manner, in any exercise of any prior right 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 unless prior landlord's default is continuing after the foreclosure; or (b) subject to any offsets or defenses which the Tenant under the Lease might have against the prior landlord under the Lease unless prior landlord's default is continuing after the foreclosure; or (c) bound by any prepayment of rent made prior to the Purchaser's ownership of the Leased Premises more than thirty (30) days prior to the time provided for in the Lease.

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, respectively on Tenant's part to be performed, Lender will not join Tenant 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 for all reasonable expenses incurred by Tenant in connection therewith.

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 Leased Premises 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 of such person or entity 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 any communications equipment or personal property placed on the Leased Premises by Tenant or any sub-tenant or licensee, and that removal of said communications equipment or personal property is governed by the terms of the Lease. Lender hereby acknowledges that, in addition to the terms of the Lease, in no event shall the Communication Equipment of Tenant or its subtenants or licensees be characterized as security for the Mortgage.

5. 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.

6. 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 and Tenant.

7. Governing Law. This Agreement shall be interpreted and governed by the laws of the State of Mississippi.

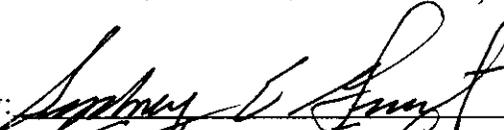
8. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be considered properly given if mailed by first class United States mail, postage prepaid, registered or certificate with return receipt requested, or by

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.

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

LENDER:

First Security Bank, AKA
PLANTERS BANK OF TUNICA, MISSISSIPPI

By: 
Name: Sydney E. Gipe
Title: Branch President
Date: 10-9-02

Address:
1262 Edwards
Tunica, MS 38676
Attn: _____

TENANT:

CROWN CASTLE GT COMPANY, LLC

By: 
Name: Joseph W. Ernest
Title: Vice President/General Manager
Date: 9/17/02

Address:

2000 Corporate Drive
Canonsburg, PA 15317
Attn: Legal Department

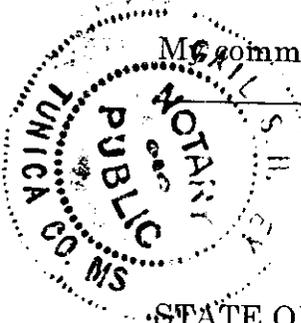
STATE OF Mississippi
COUNTY OF Tunica

BOOK 0096 PAGE 0383

Personally appeared before me, the undersigned authority in and for said county and state, on this 9th day of October, 2002, within my jurisdiction, the within named Sydney E. Guest, who acknowledged that he/she is Branch President of Planters Bank of Tunica, Mississippi, a Commercial Bank, and that for and on behalf of the said bank, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said bank to do so.

Gail S. Kelley
(Notary Public)

My commission expires: 3-19-04

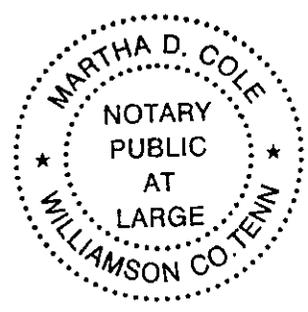


STATE OF Tennessee
COUNTY OF Williamson

Personally appeared before me, the undersigned authority in and for said county and state, on this 17th day of September, 2002, within my jurisdiction, the within named Joseph W. Ernest, who acknowledged that he is Vice President/General Manager of Crown Castle GT Company, LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company to do so.

Martha D. Cole
(Notary Public)

My commission expires: 1-4-06



All that tract or parcel of land lying and being a survey of part of the Warren W. Sullivan property situated in DeSoto County, Mississippi, and lying in the southeast $\frac{1}{4}$ of Section 28 - Township 1 South - Range 9 West and being more particularly describes as follows:

Commencing at the southeast corner of the above said Section 28 - Township 1 South - Range 9 West (as determined from Mississippi Department of Transportation Records); thence on a relative bearing of North 90 degrees 00 minutes 00 seconds West a distance of 1152.72 feet to a point; thence North 00 degrees 00 minutes 00 seconds East a distance of 1122.13 feet to a set iron pin at the TRUE POINT OF BEGINNING; thence North 83 degrees 53 minutes 49 seconds West - 451.56 feet to a set iron pin; thence North 32 degrees 50 minutes 53 seconds East - 537.68 feet to a set iron pin; thence South 48 degrees 33 minutes 42 seconds East - 363.64 feet to a set iron pin; thence South 30 degrees 05 minutes 00 seconds West - 67.10 feet to a set iron pin; thence South 22 degrees 55 minutes 40 seconds West - 70.98 feet to a set iron pin; thence South 15 degrees 48 minutes 17 seconds West - 72.70 feet to a set iron pin; thence South 27 degrees 29 minutes 12 seconds West - 74.02 feet to the POINT OF BEGINNING containing 157.011 square feet or 3.605 acres more or less.

Bearings are relative to astronomic North as determined by solar observation.