

This instrument prepared by and return to:  
 TeleCorp Realty, L.L.C.  
 1010 N. Glebe Road, Suite 800  
 Arlington, VA 22201  
 Attention: General Counsel  
 (703) 236-1100

Margin of Book 433 at Page 712  
 Margin of Book 641 at Page 388  
 Margin of Book 802 at Page 162  
 Margin of Book 804 at Page 736

## NON-DISTURBANCE AGREEMENT

This Non-Disturbance Agreement ("Agreement"), made and entered into as of June 8, 1999, by and among Planters Bank of Tunica, Mississippi ("Lender"), having an office at 1262 Edwards, Tunica, Mississippi, and TeleCorp Realty, L.L.C. ("Lessee"), having an office at 1010 North Glebe Road, Suite 800, Arlington, Virginia, 22201.

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 "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 "Deeds of Trust"); and

WHEREAS, Landowner and Nextel South Corp., a Georgia Corporation d/b/a Nextel Communications (hereinafter "Nextel"), have entered into that certain lease dated October 9, 1997 (the "Prime Lease") with respect to the Property; and

WHEREAS, Nextel and Lessee have entered into that certain lease dated October 29, 1998 (the "Lease") with respect to certain leased premises, as more fully described on the metes and bounds legal description which is attached hereto, made a part hereof, and labeled "Exhibit B," (the "Leased Premises") which are part of the Property, all as more particularly set forth in the Lease; and

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. So long as Lessee is not in default (after the expiration of all periods afforded to Lessee during which Lessee has the right to cure any default), in the payment of rent, additional rent or other sums or charges now or hereafter payable under the Lease, Lessee shall not, by reason of foreclosure of the Deeds of Trust, acceptance of deed in lieu of foreclosure, or the exercise of any remedy provided in the Deeds of Trust, be disturbed in Lessee's use, occupancy and quiet enjoyment of the Leased Premises during the term of the Lease or any extension thereof set forth in the Lease, and Lessee shall have the right to exercise all renewal terms set forth in the Lease in accordance with the terms of the Lease.

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2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successor and assigns. This Agreement shall also inure to the benefit of any subsequent mortgagee or holder of loan, and in such event, all references herein to Lender shall also refer to such mortgagee or holder, and all references to the Deeds of Trust shall also refer to such mortgage or security investment.

3. Assignment. Lender agrees that Lessee may assign this Agreement and all rights granted to Lessee hereunder to (i) any business entity which is licensed by the Federal Communications Commission ("FCC") to conduct wireless communications services, (ii) an affiliate ("Affiliate"), (iii) any entity which is merged or consolidated with Lessee or purchases a majority or controlling percentage ("Controlling Percentage") in the ownership or assets of Lessee or with which Lessee effectuates a change in control ("Change in Control"), or (iv) any lender, as security pursuant to the terms of any loan made to Lessee by such lender (collectively, the "Permitted Parties"). As used herein, Affiliate shall mean an entity which controls, is controlled by or which is under common control with Lessee. Upon notification to Lessor by Lessee of any such assignment, Lessee shall not be relieved of any future performance, liabilities and obligations under this Agreement, except as provided below. Any Permitted Parties shall be bound in writing by the terms and provisions of this Agreement and Lessee shall be released from any of its obligations hereunder. Any further assignments by the Permitted Parties shall be subject to the terms and conditions of this Section. Except as otherwise set forth hereunder, Lessee shall not assign, transfer or sublicense this Agreement in whole or in part to any person, entity or organization without the prior written consent of Lender, which consent shall not be unreasonably withheld or delayed.

As used herein, "Change in Control" shall mean any dissolution, merger, consolidation or reorganization of Lessee, or the aggregate sale or other transfer of a controlling percentage of the capital stock of Lessee, or the sale during the term of this Agreement in the aggregate of fifty percent (50%) or more of the value of the assets of Lessee. The phrase "Controlling Percentage" shall mean the ownership of, and the right to vote, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of Lessee's capital stock issued, outstanding and entitled to vote for the election of directors.

4. Notices: From and after the date hereof, Lessee shall send a copy of any notice or statement of default under the Lease to Lender at the same time such notice or statement is sent to the Lessor under the Lease. From and after the date hereof Lender shall send a copy of any notice or statement of default under the terms of the Loan or of any intent to declare a foreclosure or to accept a deed in lieu of foreclosure at the same time such notice or statement is sent to Lessor. Any notices given pursuant to the terms of this Agreement shall be deemed effectively made if sent by first class mail to the following addresses:

Lender:           Planters Bank of Tunica, Mississippi  
                   Attention: Lee B. Turner  
                   Vice President  
                   P.O. Box 127  
                   Tunica, MS 38676

Lessee: TeleCorp Realty, L.L.C.  
1010 North Glebe Road  
Suite 800  
Arlington, VA 22201

5. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Mississippi.

6. Amendment. This Agreement may not be changed, amended or modified in any manner other than by an agreement in writing specifically referring to this Agreement and executed by the parties hereto.

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

LENDER: Planters Bank of Tunica,  
Mississippi

By: Leo B. Turner

Print Name: Leo B. Turner

Title: AVP

LESSEE: TeleCorp Realty, L.L.C.

By: TeleCorp Communications, Inc.  
Its Managing Member

By: Thomas H. Sullivan

Print Name: Thomas H. Sullivan

Title: President

State of Mississippi

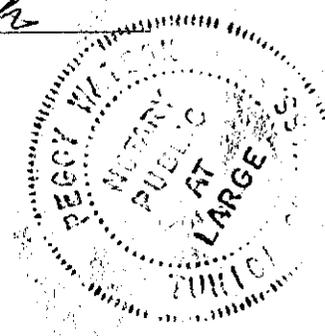
County of Tunica

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Lee B. Turner, with whom I am personally acquainted, and who, under oath, acknowledged himself /herself to be the Assistant VP of Planters Bank of Tunica, Mississippi the within named Lender, a Commercial Bank, and that he/she executed the foregoing Non-Disturbance Agreement for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

Witness my hand, at office, this 4th day of June, 1999.

[Signature]  
Notary Public

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



Commonwealth of Virginia  
County of Arlington

Before me, a Notary Public in and for the Commonwealth of Virginia, duly commissioned and qualified, personally appeared Thomas H. Sullivan with whom I am personally acquainted, and who, under oath, acknowledged himself to be the Recipient of TeleCorp Realty, L.L.C., the within named Lessee, a limited liability company formed in the State of Delaware, and that he executed the foregoing Non-Disturbance Agreement for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this 8 day of June, 1999.

[Signature]  
Notary Public

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

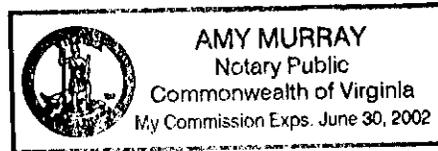


Exhibit A  
Legal Description of the Property

Treat 1: All of Section Twenty-seven (27), Township One (1), Range Nine (9) West, lying between U. S. Highway No. 51 and the Illinois Central Railroad owned by H. P. Sullivan at the time of his death containing thirty-two (32) acres, more or less, and being part of the land conveyed by Union Trustee National Bank and Trust Company, Executor, to H. P. Sullivan by deed in Book 34, page 160. Less and except any part thereof conveyed in the deed dated May 26, 1917, from Warren W. Sullivan, et al, to Board of Levee Commissioners of the Mississippi Yazo Delta recorded in Deed Book 61 at page 351, conveying a total of 21.78 acres in Sections Twenty-seven (27), Twenty-eight (28), and Twenty-nine (29), Township One (1), Range Nine (9) West.

Treat 2: All of the fractional Section Twenty-eight (28), Township One (1), Range Nine (9) West, less that part conveyed to the Yazo Mississippi Levee Board and less that part conveyed to Louis R. Potts by deed in Book 12, page 83, and less that part within the right of way of the Illinois Central Railroad containing 441 acres, more or less.

Also a strip of land off the North side of Section Thirty-three (33), Township One (1), Range Nine (9) West, described as beginning at a point on the South line of Section Twenty-eight (28), Township One (1), Range Nine (9) West 17 1/2 chains East of the West line of Section Twenty-eight (28), Township One (1), Range Nine (9) West, and running along said South line of said Section Twenty-eight (28) East to the Y and M V Railroad Company right-of-way; thence running Southwesterly along said right-of-way 11.975 chains, more or less, to an iron pin; thence West 80 chains, more or less, to a point 17.5 chains East of the West line of Section Thirty-three (33), Township One (1), Range Nine (9) West; running thence North 17.975 chains to the point of beginning on the South line of said Section Twenty-eight (28). The above described land is the same land conveyed by Mrs. Mattie C. Miller and others to H. P. Sullivan by deed in Book 21, page 53, less and except the part thereof conveyed in the deed to the Levee Board in Deed Book 68 at page 351 described above.

Treat 3: 214 acres, more or less, being the East Half (E 1/2) of Section Twenty-nine (29), Township One (1), Range Nine (9) West, which lies South of the Yazo Mississippi Delta Levee right-of-way and East of the half-mile public road, which lies West of the lands herein described and containing 214.4 acres and more particularly described as shown by the survey of S. W. McCleskey, Civil Engineer, made in February, 1911, as follows:

Beginning at a stake in the center of the State Highway No. 41 at the Southwest corner of the East Half (E 1/2) of Section Twenty-nine (29); thence North 5 degrees West 1,463.5 feet to a stake; thence North 25 degrees East 32 feet to a stake; thence North 5 degrees West, 275 feet to a stake; thence South 24 degrees West 22 feet to a stake; thence North 5 degrees West, 2,864 feet to the South line of the Yazo Mississippi Delta Levee right-of-way; thence South 61 degrees 10 minutes East 20 feet to a stake; thence South 64 degrees 54 minutes East, 1,871.5 feet to a stake; thence South 71 degrees 5 minutes East 964 feet to a stake; thence South 71 degrees 5 minutes East, 3.22 feet to a stake in the East line of said Section; thence South 5 degrees 10 minutes East along the section line, 3,006 feet to the Southeast corner of said Section Twenty-nine (29) to a stake in the center of State Highway No. 51; thence South 24 degrees West along the right of way of said State Highway 1,463 feet to the beginning and being the same land conveyed by Richard Chestham, Sr., to H. P. Sullivan by deed in Book 21, page 53, less and except the part thereof conveyed in the deed to the Levee Board in Deed Book 68 at page 351 described above.

Treat 4: 20 acres, more or less, in the Northwest corner of the Northwest Quarter (NW 1/4) of Section Thirty-three (33), Township One (1), Range Nine (9) West described by notes and bounds as follows: Beginning at the Northwest corner of said quarter section; thence South on the section line 77.875 chains to a stake in the section line and to the Northwest corner of J. W. Sanders land purchased from Frank Wall; thence North 24 degrees 54 minutes East on the North line of J. W. Sanders' land 8.55 chains more or less to the Southwest corner of the H. P. Sullivan land purchased of Mrs. Mattie C. Williams, et al; thence North and parallel to the West line of said quarter section and on the West line of said H. P. Sullivan land 77.875 chains to the North line of said section; thence West on the North line of said Section 11.85 chains, more or less, to the point of beginning and being the same twenty (20) acres conveyed by Winnie B. Morrow to H. P. Sullivan by deed in Book 21, page 53.

Treat 5: 2,94 acres, more or less, in Section Twenty-seven (27), Township One (1), Range Nine (9) West, described as beginning at a point where the West line of the right of way of the Y and M V Railroad intersects the East line of the right of way of the Yazo and Mississippi Delta Levee; running thence South 24 degrees 34 minutes West 24 feet to a point in the said East line of said Levee Board's right of way; thence South 48 degrees 20 minutes West 463 feet to a point in the East line of said Levee Board right of way; thence South 20 degrees 10 minutes West 480 feet to a point in the said East line of said Levee Board right of way; thence South 41 degrees 54 minutes West 249 feet to a point in the East line of said right of way and being the point where said East line of said right of way of said Levee Board and the North line of the Chestham Place intersect; thence South with the Chestham line 238 feet to a point in said Chestham line; thence South 84 degrees 26 minutes East 712 feet to a point in the West line of the right of way of Y and M V Railroad Company; thence North 5 degrees 10 minutes East 1,754 feet with the West line of the railroad right of way to the point of beginning, containing 2,94 acres and also any lands owned by H. P. Sullivan at the time of his death in said Section Twenty-seven (27) which lie West of the right of way of said railroad, but subject to any lands conveyed by H. P. Sullivan to Memphis Sales and Manufacturing Company for a sewage lagoon and being the land conveyed by Dr. W. L. Devise and others to H. P. Sullivan by deed in Book 11 page 73.

Treat 6: 80 acres in Section Twenty-six (26), Township One (1), Range Nine (9), described as beginning at a point on the South line of Section Twenty-six (26), Township One (1), Range Nine (9), a distance of 222 feet West of the Southeast corner of said section, said point being the Southwest corner of the property owned by L. A. Bourland as recorded in Deed Book 44, page 261; thence North 3 degrees 20 minutes West along the West line of said Bourland property a distance of 1,644 feet to a concrete post, the Northwest corner of the bounded property; thence North a distance of 1,068 feet to an iron pipe; thence North 26 degrees 54 minutes West a distance of 1,784 feet to an iron pipe; thence South a distance of 272 feet to an iron pipe located at the Northwest corner of St. Paul Cemetery lot; thence South 28 degrees 20 minutes East along the North line of said Cemetery lot a distance of 175

feet to an iron pipe; thence South 5 degrees 20 minutes East along the East line of said cemetery lot a distance of 1,128.8 feet to a point on the South line of said Section Twenty-six (26); thence South 28 degrees 20 minutes East along the South line of said Section Twenty-six (26) a distance of 1,644.8 feet to the point of beginning, containing 80 acres, more or less. Less three (3) acres conveyed to Stuart W. Freiman and wife, Linnie S. Freiman by deed dated April 24, 1913, recorded in Book 25 at page 227. Also less 3.18 acres conveyed by W. W. Sullivan and Mary E. Sullivan to St. Paul's Christian Methodist Episcopal Church by deed dated July 12, 1914, recorded in Book 113 at 48.

Treat 7: The following described property in Section Thirty-three (33), Township One (1) South, Range Nine (9) West in DeSoto County, Mississippi, to-wit:

24.87 acre tract in Section 33, Township 1 South, Range 9 West, DeSoto County, Mississippi, more particularly described as BEGINNING at the northeast corner of Section 33, Township 1 South, Range 9 West, thence south along the east line of said section 2346.22 feet to the point of beginning of the following described property; thence South 2 degrees 27 minutes East 969.64 feet to an iron pin; thence South 27 degrees 20 minutes West 1717.55 feet to an iron pin in the east right of way of the Illinois Central Gulf Railroad; thence in a northeasterly direction along the east right of way of said railroad a short distance of 1612.1 feet to an iron pin; thence North 24 degrees 55 minutes East 1432.97 feet to the point of beginning, less and except a 120 acre tract of way for U. S. Highway 61 containing 1.76 acres and 3.8 acre tract conveyed to Hazel Amelia Day by Warranty Deed from Fred O. Day, et al. The net acreage described herein is 24.88 acres as shown on plat of survey made by H. Carey Webb, C.E., from his said notes dated December 4, 1919.

Less and except the North 4.25 acres of said land located west of U. S. Highway 61; the tract reserved from this description being a tract bounded on the north by the North line of said tract described above, bounded on the west by the right of way of the Illinois Central Gulf Railroad Company, bounded on the east by the right of way of Mississippi Highway No. 4 and bounded on the south by a line south of and parallel to the north boundary of said property which is south from the north line a sufficient distance to include in the tract reserved from this description a total of 8.25 acres, all as more particularly shown on the plat attached to the deed recorded in Deed Book 151 at page 721 of the records of DeSoto County.

**Exhibit B**  
**Legal Description of the Leased Premises**

Description of Proposed Lease Parcel being a part of the Warren W. Sullivan property recorded in Book 72, Page 433, Tract 2, and being located in Section 28, Township 1 South, Range 9 West, DeSoto County, Mississippi:

Commencing at the intersection of the centerline of U. S. Highway 61 and the centerline of Goodman Road; thence north 60 degrees 05 minutes 30 seconds west, 2030.32 feet to a set 1/2" rebar with plastic cap, said point being the southeast corner of said proposed lease parcel and the Point of Beginning; thence across said property recorded in Book 72, Page 433, Tract 2 the following calls: north 74 degrees 57 minutes 20 seconds west, 7.50 feet to a set 1/2" rebar with plastic cap; north 15 degrees 02 minutes 40 seconds east, 12.50 feet to a set 1/2" rebar with plastic cap; south 74 degrees 57 minutes 20 seconds east, 7.50 feet to a set 1/2" rebar with plastic cap; south 15 degrees 02 minutes 40 seconds west, 12.50 feet to the point of beginning and containing 94 square feet or 0.002 acres of land.