

## NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "**Agreement**") is made as of the 13<sup>th</sup> day of July, 1999, by and between A.E. Tucker and wife, Mildred Tucker (the "**Lender**"), and PINNACLE TOWERS INC., a Delaware corporation (the "**Tenant**").

WHEREAS, HINDS & CAMPBELL PROPERTIES currently holds and intends to grant to Tenant an easement pursuant to that Easement Agreement (the "**Easement**") dated as of the 30<sup>th</sup> day of March, ~~1999~~ <sup>2000</sup>, affecting certain real property owned by Hinds & Campbell Properties ("**Owner**"), located in Shelby County, Alabama, (the "**Premises**"), which property is more fully described in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, Owner executed a mortgage in favor of A.E. Tucker and wife, Mildred Tucker, dated June 26, 1998, recorded in Instrument No. 1998-25436 in the amount of \$30,000.00 (the "**Mortgage**"), which Mortgage encumbers the Premises.

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

NOW, THEREFORE, for valuable consideration, Lender and Tenant agree as follows:

1. If foreclosure proceedings are instituted under the Mortgage and Tenant is not in default under the Lease, then (a) Tenant shall not be made a party defendant in such proceedings; (b) the Lease shall not be terminated; and (c) Tenant's possession of the Premises shall not be disturbed by such proceedings.

2. Upon the completion of foreclosure proceedings and the sale of the Premises, or if Lender should otherwise acquire possession of the Premises, Tenant shall attorn to the purchaser after such taking of possession of Premises or to Lender, as the case may be, and shall recognize such purchaser or Lender as Tenant's landlord under the Lease. From time to time, upon the request of the purchaser at foreclosure or the Lender, as the case may be, Tenant shall execute and deliver any instrument specified in such request to evidence such attornment.

3. Upon attornment by Tenant pursuant to paragraph 2 hereof, the Lease shall continue in full force and effect as a direct lease between Tenant and the purchaser at foreclosure or Lender, as the case may be, subject to all of the terms of such Lease except, that such purchaser or Lender, as the case may be, shall not:

(a) be liable for any previous act or omission of Landlord under such Lease;

(b) be subject to any offset which shall have theretofore accrued to Tenant against the landlord under such Lease; or

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(c) \* be bound by any prepayment of more than one (1) month's rent unless such prepayment shall have been approved by Lender.

4. This Agreement contains the entire understanding between Lender and Tenant, and may not be changed except by an instrument signed by all parties hereto.

5. All notices, approvals, consents and other communications referred to herein shall be in writing and sent by certified mail, return receipt requested, or by a nationally recognized overnight delivery service, addressed to the parties at their addresses as set forth below or to such other address as either party shall by notice to the other.

6. This Agreement shall be binding upon and inure to the benefit of Lender and Tenant and their respective successors and assigns. As used herein, "Lender" means A.E. Tucker and wife, Mildred Tucker, and any and all future holders of the Note.

7. This Agreement may be executed in any number of counterparts, all of which counterparts, taken together, shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Lender and Tenant have executed this Agreement on the day and year first hereinabove written.

WITNESSES:

Lori S Hinesley

Riley Hinesley

Harold M. Gandy  
Tanya Gandy

LENDER:

A.E. Tucker  
A.E. Tucker

Mildred R. Tucker  
Mildred Tucker

PINNACLE TOWERS INC.  
a Delaware corporation


By: JAMES BOKISH  
Name: ASSISTANT SECRETARY  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF FLORIDA

PARISH/COUNTY OF SARASOTA

Before me, the undersigned Notary Public, duly commissioned, qualified and sworn within and for the State and Parish/County aforesaid, personally came and appeared James Bokish, who acknowledged that he/she is the Assistant Secretary of Pinnacle Towers Inc., a Delaware corporation (the "Corporation"), that as such duly authorized officer, by and with the authority of the Board of Directors of the Corporation, he/she signed and executed the foregoing instrument for and on behalf of the Corporation, as his/her and its free and voluntary act and deed, for the uses, purposes and benefits therein expressed.

  
(Signature)

Sworn to and subscribed before me  
this 20th day of July, 1999.

  
NOTARY PUBLIC

My commission expires: April 26<sup>th</sup> 2002



Edward Schafer  
My Commission CC736811  
Expires April 26, 2002

**ACKNOWLEDGEMENT**

STATE OF ALABAMA

COUNTY OF JEFFERSON

On this day, before me, a Notary Public, duly commissioned and acting, within and for the County and State aforesaid, appeared in person the within named A.E. Tucker, to me personally well known who further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, use and purposes therein mentioned and set forth.

In witness whereof, I have hereunto set my hand and official seal on this the 12 day of JULY, 1999.

Lori S. Hinesley  
NOTARY PUBLIC

My commission expires: 11-11-2001

**ACKNOWLEDGEMENT**

STATE OF ALABAMA

COUNTY OF JEFFERSON

On this day, before me, a Notary Public, duly commissioned and acting, within and for the County and State aforesaid, appeared in person the within named Mildred Tucker, to me personally well known who further stated and acknowledged that she had so signed, executed and delivered said foregoing instrument for the consideration, use and purposes therein mentioned and set forth.

In witness whereof, I have hereunto set my hand and official seal on this the 12 day of JULY, 1999.

Loni S. Henesley  
NOTARY PUBLIC

My commission expires: 11-11-2001



## Alabaster Site

### LEGAL DESCRIPTION

#### EXISTING LEASED AREA DESCRIPTION

A parcel of land located in the Northeast Quarter of Section 2, Township 21 South, Range 3 West Shelby County, Alabama, being part of LOTS 3 & 4, BLOCK 2 of the BUCK CREEK COTTON MILL SUBDIVISION as recorded in Map Book 3, Page 9 in the Office of the Probate Judge of Probate of Shelby County, Alabama, more particularly described as follows:

Commencing at the Southeast Corner of Lot 4 of the BUCK CREEK COTTON MILL SUBDIVISION as recorded in map Book 3, Page 9, in the Office of the Judge of Probate of Shelby County Alabama, being a found rebar, thence run Westerly N90°00'00"W along the South line of Lot 4 a distance of 287.01 feet to the Point of Beginning at an existing rebar bearing the Cap # CA-00010; thence continue Westerly along the South line of Lot 4 N90°00'00"W a distance of 50.00 feet to an existing rebar bearing the Cap # CA-00010; thence Northeasterly N9°55'01"E a distance of 101.69 feet to the Northeasterly line of Lot 3 and an existing rebar bearing the Cap # CA-00010; thence Easterly S89°44'18"E a distance of 50.00 feet along the North line of Lot 3 to a set rebar bearing the Cap # 9676; thence Southwesterly S9°56'20"W a distance of 101.46 feet to the Point of Beginning. Said Parcel contains 5004.55 Square feet, 0.115 Acres more or less.

#### EXISTING 20' INGRESS-EGRESS EASEMENT DESCRIPTION

A parcel of land located in the Northeast Quarter of Section 2, Township 21 South, Range 3 West Shelby County, Alabama, being part of LOTS 1 & 2, BLOCK 2 of the BUCK CREEK COTTON MILL SUBDIVISION as recorded in Map Book 3, Page 9 in the Office of the Probate Judge of Probate of Shelby County, Alabama, more particularly described as follows:

Commencing at the Southeast Corner of Lot 4 of the BUCK CREEK COTTON MILL SUBDIVISION as recorded in map Book 3, Page 9, in the Office of the Judge of Probate of Shelby County Alabama, being a found rebar, thence run Westerly N90°00'00"W along the South line of Lot 4 a distance of 287.01 feet to an existing rebar bearing the Cap # CA-00010; thence Northeasterly N9°56'20"E a distance of 101.46 feet to the POINT OF BEGINNING and a set rebar bearing the Cap # 9676; thence N5°21'11"E a distance of 100.45 feet to the North line of Lot 1, said BUCK CREEK COTTON MILL SUBDIVISION; thence Westerly along said Lot 1 N89°52'48"W a distance of 19.64 feet; thence S5°35'44"W a distance of 100.44 feet to the Northeasterly line of Lot 3; thence Easterly along said line S89°44'18"E a distance of 20.06 feet to the POINT OF BEGINNING and ending.

#### CENTERLINE OF A 15' GRAVEL ROAD EASEMENT DESCRIPTION

A parcel of land located in the Northeast Quarter of Section 2, the Northwest Quarter of Section 1, the west 1/2 of Section 36, and the Southeast 1/4 of Section 35 Township 21 South, Range 3 West Shelby County, Alabama, as shown on a plat titled BUCK CREEK COTTON MILL SUBDIVISION as recorded in Map Book 3, Page 9 in the Office of the Probate Judge of Probate of Shelby County, Alabama, more particularly described as follows:

Commencing at the Southeast Corner of Lot 4 of the BUCK CREEK COTTON MILL SUBDIVISION as recorded in map Book 3, Page 9, in the Office of the Judge of Probate of Shelby County Alabama, being a found rebar, thence run Westerly N90°00'00"W along the South line of Lot 4 a distance of 287.01 feet to an existing rebar bearing the Cap # CA-00010; thence Northeasterly N9°56'20"E a distance of 101.46 feet to a set rebar bearing the Cap # 9676; thence N5°21'11"E a distance of 100.45 feet to the North line of Lot 1, said BUCK CREEK COTTON MILL SUBDIVISION and the POINT OF BEGINNING; thence along an existing gravel road N7°19'55"E a distance of 67.67 feet; thence N5°22'06"W a distance of 85.63 feet; thence N0°04'18"W a distance of 102.21 feet; thence N10°15'36"E a distance of 86.98 feet; thence N31°50'51"E a distance of 102.52 feet; thence N8°08'15"E a distance of 105.07 feet; thence N27°46'16"E a distance of 150.30 feet; thence N8°31'46"E a distance of 293.15 feet; thence N34°59'36"E a distance of 66.09 feet; thence N11°49'01"E a distance of 75.84 feet; thence N4°21'41"E a distance of 184.03 feet; thence N17°50'01"E a distance of 377.82 feet; thence N10°28'16"E a distance of 517.09 feet; thence N22°44'16"E a distance of 455.58 feet; thence N30°59'35"E a distance of 225.95 feet to the centerline of 3rd Street NE, and Whitestone Drive to the terminus of said easement.

All in accordance with the survey of Veston W. Bush, Jr., Registered Land Surveyor, dated 3/16/99, last revised 3/7/00.

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