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Inst # 1996-29893  
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### SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into this 19<sup>th</sup> day of April, 1996 among TV Alabama, Inc. ("Tenant"), MarRay-Concourse 800, Inc. ("Borrower") and UNITED OF OMAHA LIFE INSURANCE COMPANY, a Nebraska corporation, as lender (hereinafter referred to, together with its successors and assigns, as "Lender").

#### Introductory Statements

Under that certain lease dated as of April 19, 1996 (together with any amendments, modifications, renewals or extensions thereof, whether now or hereafter existing, the "Lease"), Borrower demised to Tenant the premises described in the Lease (the "Leased Premises") and located on the real estate legally described in Exhibit A attached hereto and made a part hereof. Such real estate and the improvements located thereon are herein referred to as the "Premises".

Lender has loaned Borrower \$3,210,000.00 (the "Loan"), which is evidenced by that certain Promissory Note dated March 15, 1991 (the "Note"), executed by Borrower in favor of Lender, and secured, in part, by that certain Mortgage and Security Agreement dated the date of the Note (the "Mortgage") entitling Lender to certain rights regarding all or part of the Premises. All of the rights, titles and interests of Lender with respect to the Premises, whether under the Mortgage or any other Loan Document are collectively referred to herein as "Lien Rights".

Lender, Borrower and Tenant desire to enter into this Agreement in connection with the Loan.

#### Agreement

In consideration of the mutual covenants and agreements herein contained, the payment of the sum of one dollar (\$1.00) by Borrower and Lender to Tenant and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Tenant hereby agrees that all Tenant's right, title and interest in and under the Lease are and shall at all times continue to be subject and

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subordinate to the Lien Rights of Lender, including renewals, modifications, consolidations, replacements and extensions of such Lien Rights, in the same manner and to the same extent as if the Lease were executed subsequent to the execution, delivery and recording of the Mortgage and the creation of the Lien Rights.

2. Tenant hereby warrants and represents to Lender that there has been no assignment of Tenant's rights or interests under the Lease to any party.

3. (a) If Lender forecloses on the Premises, Tenant shall be bound and obligated, and agrees to recognize and attorn, to the purchaser at such foreclosure as "landlord" or "lessor" under the Lease, and such purchaser shall succeed to the rights and obligations of Borrower under the Lease.

(b) Likewise, if Lender receives and accepts a conveyance of the Premises in lieu of foreclosure or otherwise, Tenant shall be bound and obligated, and agrees to recognize and attorn, to Lender as landlord or lessor under the Lease, and Lender shall succeed to the rights and obligations of Borrower under the Lease.

(c) Upon the occurrence of events described in paragraphs 3(a) or 3(b) above or the other exercise of Lender's Lien Rights, all rights and obligations of Tenant under the Lease shall continue in full force and effect and be enforceable against Tenant by Lender or such purchaser, as the case may be, with the same force and effect as if the Lease had been originally made and entered into directly by and between Lender and Tenant. Additionally, Tenant shall be permitted to remain in possession of the Leased Premises and exercise all of its rights under the Lease so long as the Lease is not terminated or Tenant's right to possession of the Leased Premises is not terminated in accordance with the Lease on account of any default of Tenant under the Lease.

(d) Nothing herein contained shall impose any obligation upon Lender to perform any of the obligations of Borrower under the Lease unless and until Lender shall become an owner or mortgagee in possession of the Premises. In no event shall the Lender be liable for any act or omission of any prior lessor or landlord, and Tenant shall have no right of setoff for any prior acts of such landlord or lessor which, in either case, exceed an amount equal to one month's rents.

(e) After Lender shall have conveyed the Premises and ceased to collect rent from Tenant, Lender shall not be liable for any unperformed covenant, duty or obligations of lessor or landlord thereafter accruing, but Lender shall not thereby be discharged from any unperformed covenant, duty or obligation of lessor or landlord that accrued during the period when Lender held (or was deemed to have held) the position of lessor or landlord.

4. Nothing in this Agreement shall in any way impair or affect the lien created by the Mortgage or the other Lien Rights.

5. Tenant acknowledges and agrees that the Lease has been assigned to Lender by Borrower as security for its obligations under, and secured by, the Mortgage. Tenant agrees that, upon receipt of written notice from Lender that a default exists under the Mortgage, or any instrument or document collateral thereto, Tenant shall make all rental and other payments required pursuant to the Lease to Lender or as otherwise directed by Lender, and Tenant shall thereby be properly credited with an offset and credit for such payments as against the rental payments then due under the Lease.

Borrower acknowledges and agrees that Lender shall be entitled to collect and receive rents pursuant to the Lease as provided herein, and Tenant is authorized and hereby directed to make all such payments of rent to Lender upon receipt of the notice of default provided for herein, or as otherwise directed by Lender, and Tenant shall be under no duty or obligation to make further inquiry until authorized and directed in writing by Lender and Borrower.

6. Any terms or conditions of the Lease notwithstanding, Tenant agrees that it will not make any addition, alteration, improvement, demolition or change in or to the Premises or any structure or improvement thereon or subject to the Mortgage that diminishes the value, utility or current usefulness of the Premises, nor shall it further modify or amend the Lease payments, term or other provisions materially affecting the economic benefits of the Lease without the prior written consent of Lender, such consent not to be unreasonably withheld.



7. This Agreement may be modified or amended only in writing signed by all of the parties hereto or their respective heirs, successors or permitted assigns in interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and permitted assigns.

8. The terms and provisions of this Agreement among the parties shall terminate upon the release and discharge of the Mortgage.

9. All notices hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, overnight courier or certified mail, postage prepaid, addressed to the following addresses:

If to Tenant: TV Alabama, Inc.  
808 17th Street, N.W., Suite 300  
Washington, DC 20006  
Attention: JERALD FRITZ

If to Lender: United of Omaha Life Insurance Company  
Mutual of Omaha Plaza  
Omaha, NE 68175  
Attention: Real Estate and Mortgage  
Loan

With a copy to:  
Camp & Company  
3300 Cahaba Road  
Suite 300  
Birmingham, AL 35223

If to Borrower: MarRay-Concourse 800, Inc.  
One Riverchase Parkway, South  
Birmingham, AL 35244

Attention: General Counsel

Tenant, Lender or Borrower may at any time change its address for such notices by delivering to the other, as aforesaid, a notice of such change.

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

TENANT: TV Alabama, Inc.

a Delaware Corporation

ATTEST:

By [Signature]

Title VP

By

[Signature]

RAY P. CRUMES II

Title VP

BORROWER:

Murray-Concourse 800, Inc.  
a corporation

ATTEST:

By [Signature]  
Title Assistant Secretary

By

[Signature]

R. BRUCE DONNELLY

Title AUTHORIZED AGENT

LENDER:

UNITED OF OMAHA LIFE INSURANCE  
COMPANY, a Nebraska  
corporation

ATTEST:

By [Signature]  
Title Asst. Secretary

By

[Signature]

Edwin H. Garrison Jr

Title First Vice President

[ACKNOWLEDGEMENTS]

Exhibit A: Legal Description

**Tenant Acknowledgment**

STATE OF District of Columbia  
):SS

~~COUNTY OF \_\_\_\_\_~~ )

I, Maria P. Witko, a Notary Public in and for said county in said state, hereby certify that Ray P. Grimes, II, whose name as Vice President of TV Alabama, Inc., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in the capacity as such Vice President and with full authority, executed the same voluntarily for and as the act of said corporation as of the day the same bears date.

Given under my hand and official seal this 11 day of June, 1996.

Maria P. Witko  
Notary Public

My commission expires: 12/14/97

{SEAL}

**Borrower Acknowledgment**

STATE OF Alabama )  
 ):SS  
COUNTY OF Shelby )

I, Shirley Henson, a Notary Public in and for said county in said state, hereby certify that R. Bruce Donnellan, whose name as Authorized Representative of MarRay-Concourse 800, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in the capacity as such Authorized Representative and with full authority, executed the same voluntarily for and as the act of said corporation as of the day the same bears date.

Given under my hand and official seal this 14<sup>th</sup> day of June, 1996.

Shirley Henson  
Notary Public

My commission expires: 3-15-97

{SEAL}

**Lender Acknowledgment**

STATE OF NEBRASKA )  
 ):SS  
COUNTY OF DOUGLAS )

I, BEULAH M. HEIDVOGEL, a Notary Public in and for said county in said state, hereby certify that, EDWIN H. GARRISON, JR. whose name as FIRST VICE PRESIDENT of United of Omaha Life Insurance Company, a Nebraska corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, in the capacity as such FIRST VICE PRESIDENT and with full authority, executed the same voluntarily for and as the act of said corporation as of the day the same bears date.

Given under my hand and official seal this 19<sup>th</sup> day of July, 1996.

Beulah M. Heidvogel  
Notary Public

My commission expires: 3-7-2000

{SEAL}

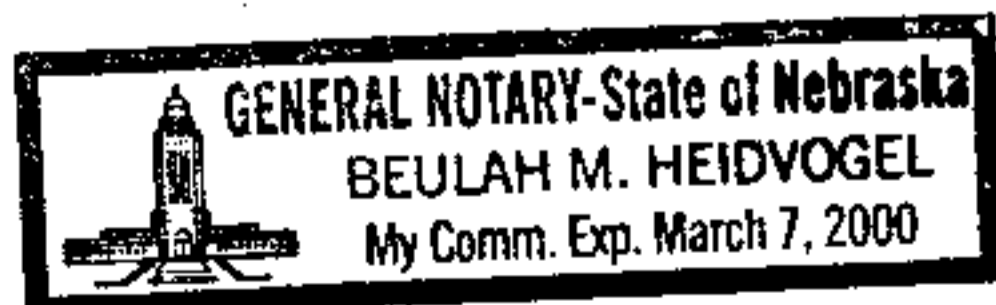
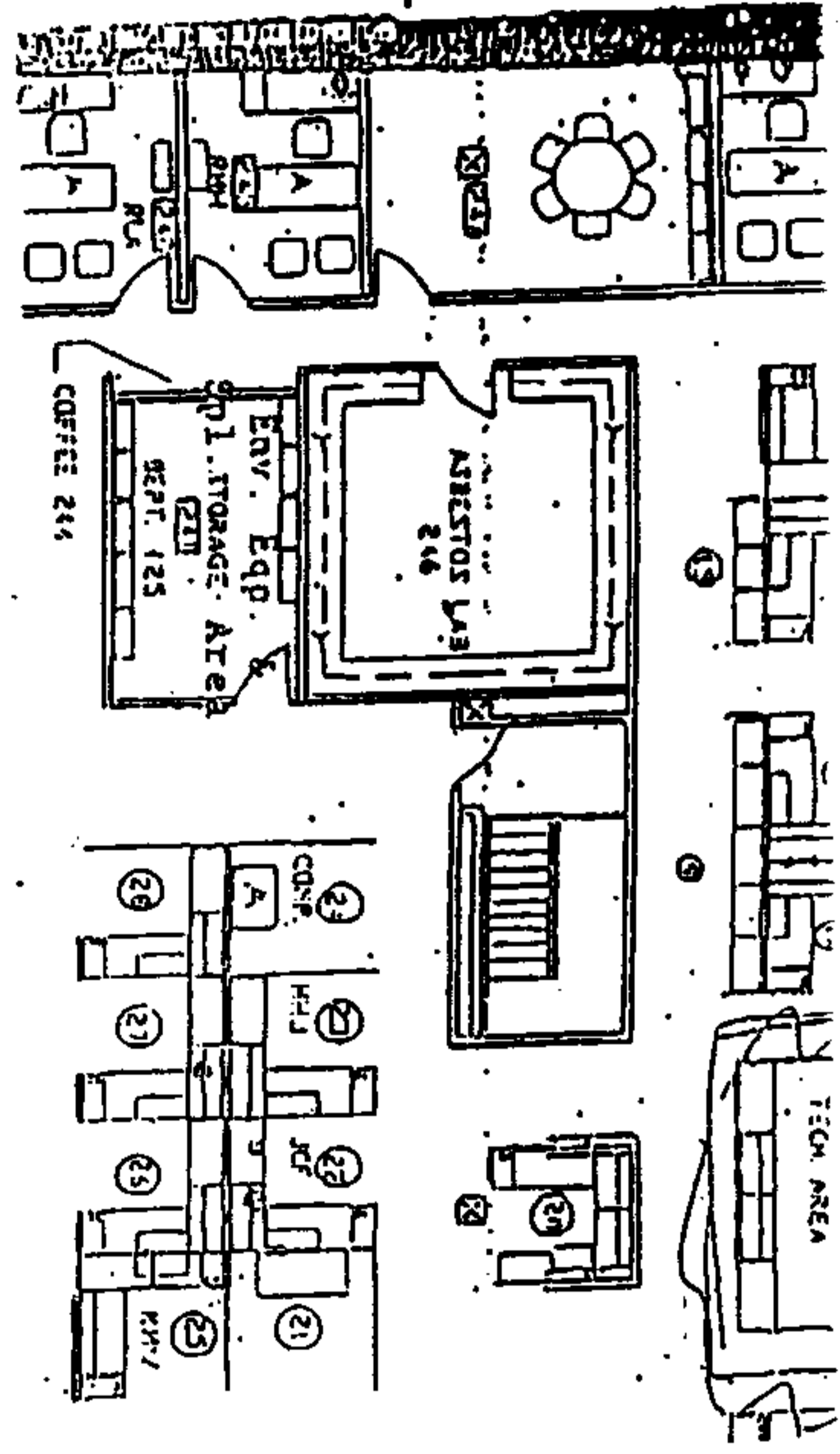
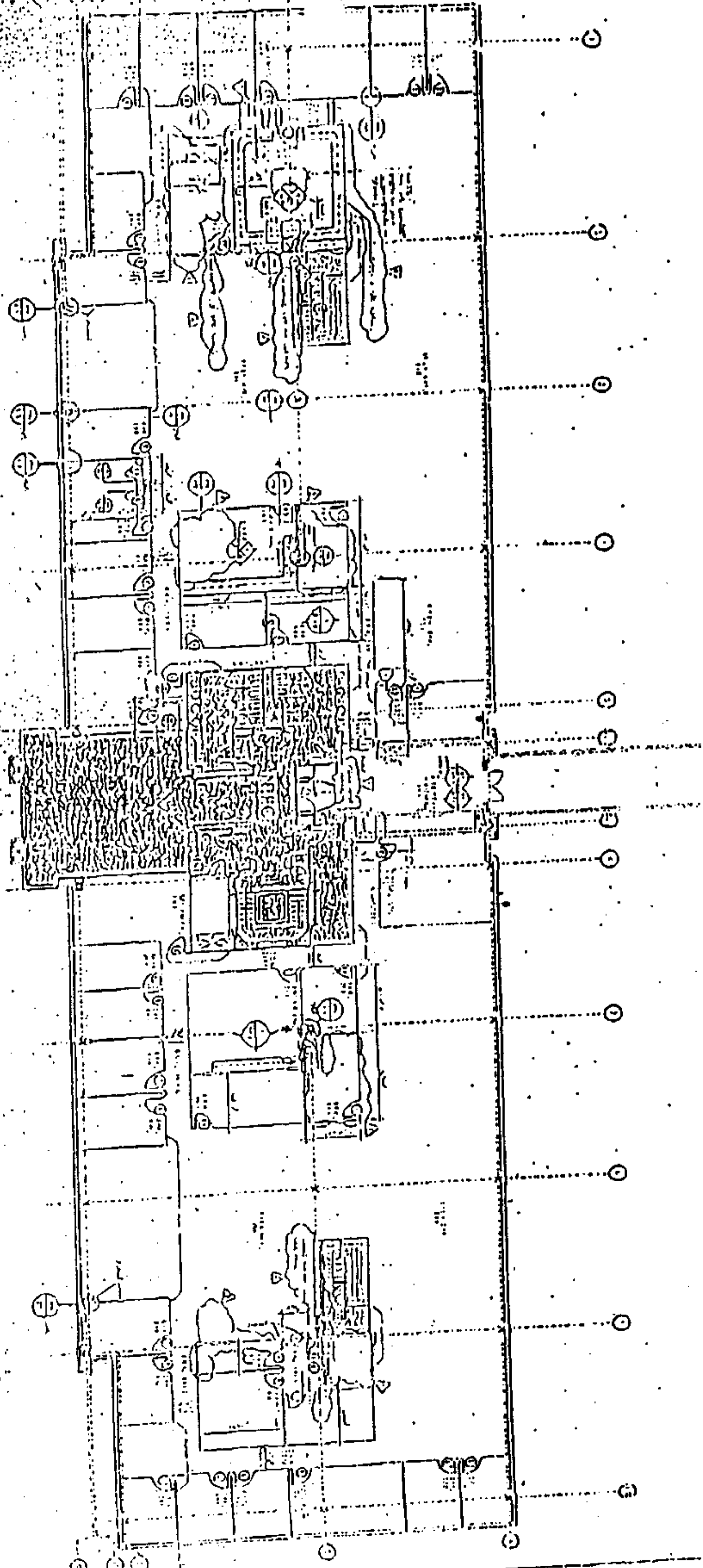


EXHIBIT A  
REAL PROPERTY DESCRIPTION

Lot 3A according to "A Resurvey Of An Amendment To The Concourse At Riverchase",  
dated April 19, 1990, prepared by Paragon Engineering, Inc.

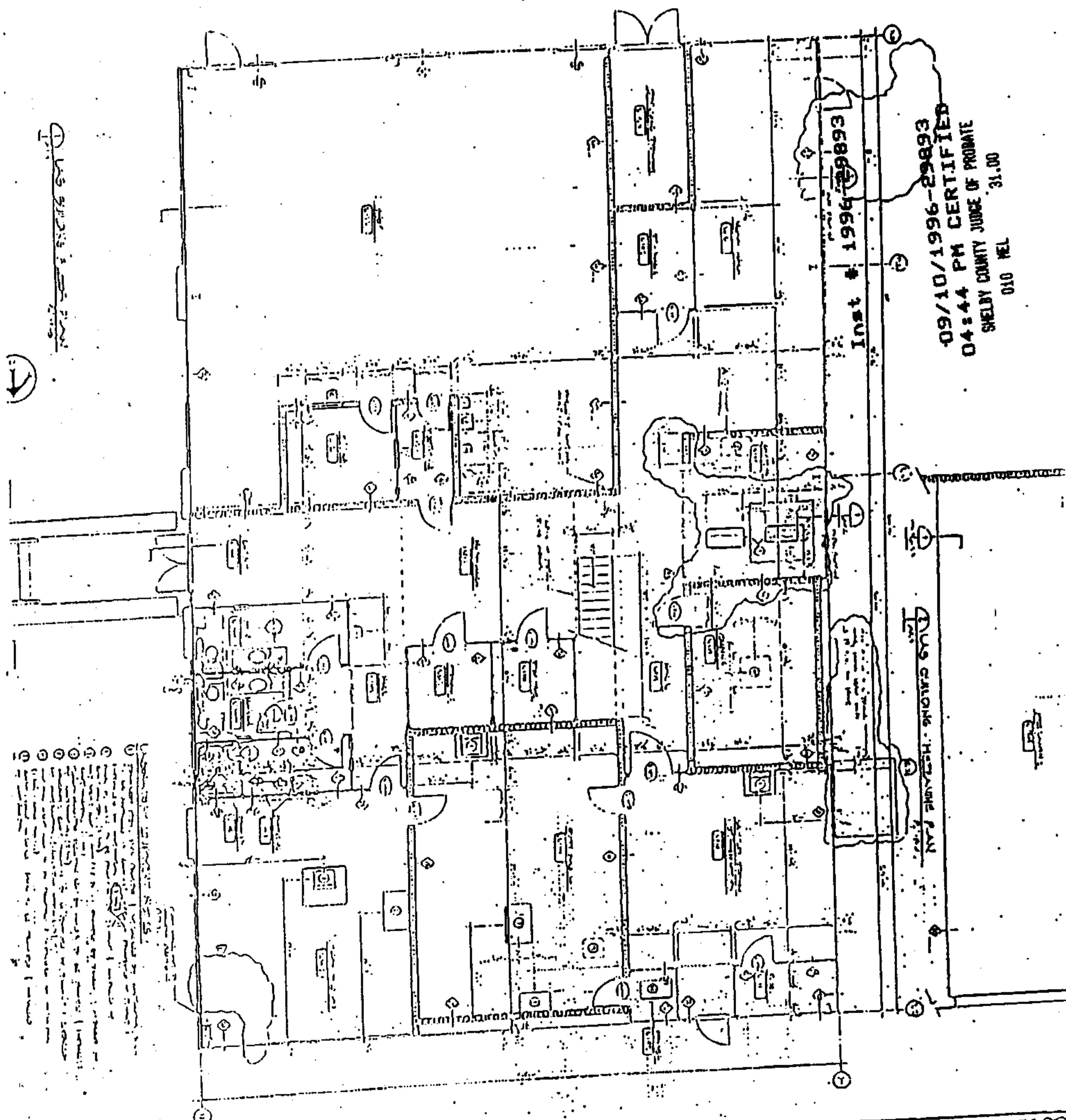




ENLARGEMENT

FLOOR PLAN AND FLOOR PLAN

EXHIBIT A-2



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PLAN SHOWS EYE  
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