

NON-DISTURBANCE, SUBORDINATION AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE, SUBORDINATION AND ATTORNMENT AGREEMENT (this "Agreement") made as of the 4th day of December, 1997, by and among MARLIN BURNETT and DOROTHY FAYE BURNETT (the "Landlord"), FIRST ALABAMA BANK (the "Lender") and SPRINT SPECTRUM L.P., a Delaware limited partnership (the "Tenant").

WITNESSETH

WHEREAS, the Landlord is the landlord and the Tenant is the tenant under that certain PCS Site Agreement (the "Lease") dated as of December 9, 1996, for the property more particularly described on Exhibit A attached hereto (the "Premises"); and

WHEREAS, the Landlord is the mortgagor and the Lender is mortgagee under that certain mortgage (the "Mortgage") covering the Landlord's property including the Premises recorded in Instrument 1993-41805, dated December 23, 1993, in the office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the parties hereto desire to clarify their respective rights and obligations pursuant to the Mortgage and the Lease.

NOW, THEREFORE, in consideration of the premises set forth herein, and the mutual benefits accruing to the parties, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. If, at the time Lender acquires title to, or possession of all or any part of the Premises, so long as Tenant is not then in default under this Agreement or in default (beyond any period given Tenant in the Lease to cure such default) in the payment of any rent or in the performance of or compliance with any of the terms, provisions, covenants, conditions, agreements, promises, or undertakings to be performed or complied with by Tenant under the Lease, (a) the Lease shall not be terminated on account of any Lender acquiring title to or possession of the Premises; and (b) Tenant's right to possession of the Premises and Tenant's rights and privileges under the Lease (or any extensions thereof theretofore exercised by Tenant pursuant to the terms of the Lease) shall not be terminated or disturbed by Lender in the exercise of any of Lender's rights or remedies under the Mortgage or otherwise.

2. If Lender takes possession of, or acquires, the interest of Landlord under the Lease by judicial or non-judicial foreclosure, conveyance in lieu of foreclosure, exercise of any purchase rights or any other means or proceeding whatsoever, Tenant shall be bound to, and shall attorn to, Lender under all of the terms, provisions, covenants, conditions, agreements, and promises under the Lease for the remainder of the term of either the Lease or any extension thereof pursuant to the provisions of the Lease, with the same force and effect as if Lender had been named as landlord in the Lease. Tenant's attornment shall be effective without the execution of any further document by any person or entity immediately upon any Lender succeeding to the interest of Landlord under the Lease.

3. If Lender succeeds to the interest of Landlord under the Lease or otherwise acquires all of any part of or any interest or estate in the Premises, whether or not Tenant attorns to Lender, Lender shall have and succeed to all of the rights, privileges, actions, and remedies of Landlord under the Lease, to the same extent as if Lender had been named as Landlord under the Lease. Except as otherwise set forth herein, from and after

the date on which Lender succeeds to the interest of Landlord under the Lease or otherwise acquires all or any part of or interest in the Premises (provided Tenant attorns to Lender from and after such date), Tenant shall have and be entitled to the same rights and remedies against Lender for a breach of Landlord's duties and obligations occurring under the Lease after such date as Tenant would have had under the Lease against Landlord had Lender not succeeded to the interest of Landlord under the Lease or otherwise acquired all or any part of or interest in the Premises.

4. Subject to the provisions hereof, the Tenant hereby agrees that the Lease shall in all respects be, and is hereby expressly made, subject, subordinate and inferior to the liens and security interests of the Mortgage, and all other documents and instruments evidencing or securing (or which may hereafter evidence or secure) the indebtedness secured by the Mortgage and to all consolidations, extensions, modifications, renewals, recastings and refinancings thereof.

5. Any notice or communication required or permitted hereunder shall be given in writing, sent by United States mail, postage prepaid, registered or certified mail, or by reputable overnight courier service (such as Federal Express) or by telecopy (provided that such is confirmed by mail or overnight courier in the manner previously described) addressed as set forth on Exhibit B attached hereto, or to such other address or in care of such other person as hereafter shall be designated in writing by the applicable party sent in the manner provided in this paragraph and shall be deemed to have been given two days after mailing, or one day after having been sent by overnight courier or by telecopy (with confirmation as provided above).

6. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This Agreement shall inure to the benefit of and be binding upon, the parties hereto, their successors and assigns and any purchaser or purchasers at foreclosure of the Premises, and its or their respective heirs, personal representatives, successors and assigns.

7. This Agreement shall be governed by and construed under the laws of the State of Alabama.

8. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall be constituted as one and the same instrument.

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

LANDLORD:



Marlin Burnett



Dorothy Faye Burnett

LENDER:

FIRST ALABAMA BANK

By

Its

[Signature]
Branch Mgr.

TENANT:

SPRINT SPECTRUM L.P.

By

Its

Michael Robinson
Area Manager

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that MARLIN BURNETT, whose name 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 such instrument, he executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 4th day of November, 1997.

[NOTARIAL SEAL]

[Signature]
Notary Public

My Commission Expires 6-21-2001

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DOROTHY FAYE BURNETT, whose name 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 such instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal, this 4th day of November, 1997.

[NOTARIAL SEAL]

Louise S. Campbell
Notary Public

My Commission Expires 6-21-2001

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____, whose name as _____ of FIRST ALABAMA BANK, a _____, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said institution.

GIVEN under my hand and seal, this 2 day of December, 1997.

[NOTARIAL SEAL]

Susan March Phillips
Notary Public

My Commission Expires MY COMMISSION EXPIRES APRIL 27, 1999

STATE OF Alabama)

Tefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Michael F. Robinson, whose name as Area Manager of SPRINT SPECTRUM L.P., a Delaware limited partnership, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal, this 30 day of September, 1997.

[NOTARIAL SEAL]

Terrie McEliff
Notary Public

My Commission Expires 01-27-01

EXHIBIT A*

Site Name: Burnett

Site Description

Site I. D.: BIR-7217

Site situated in the County of Shelby, State of Alabama, commonly described as follows:

Burnett BIR 7217

LEASE PARCEL DESCRIPTION

A parcel of land situated in the Northeast Quarter of the Northwest Quarter of Section 18, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron bolt found at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 18, Township 20 South, Range 2 West thence run South 89°20'55" East along the north boundary of said quarter-quarter section for a distance of 371.59 feet to a point; thence run South 00°39'05" West for a distance of 256.19 feet to a point; said point being the Point of Beginning; thence run North 90°00'00" East for a distance of 75.00 feet to a point; thence run South 00°00'00" East for a distance of 100.00 feet to a point; thence run South 90°00'00" West for a distance of 75.00 feet to a point; thence run North 00°00'00" West for a distance of 100.00 feet to a point, said point being the Point of Beginning.

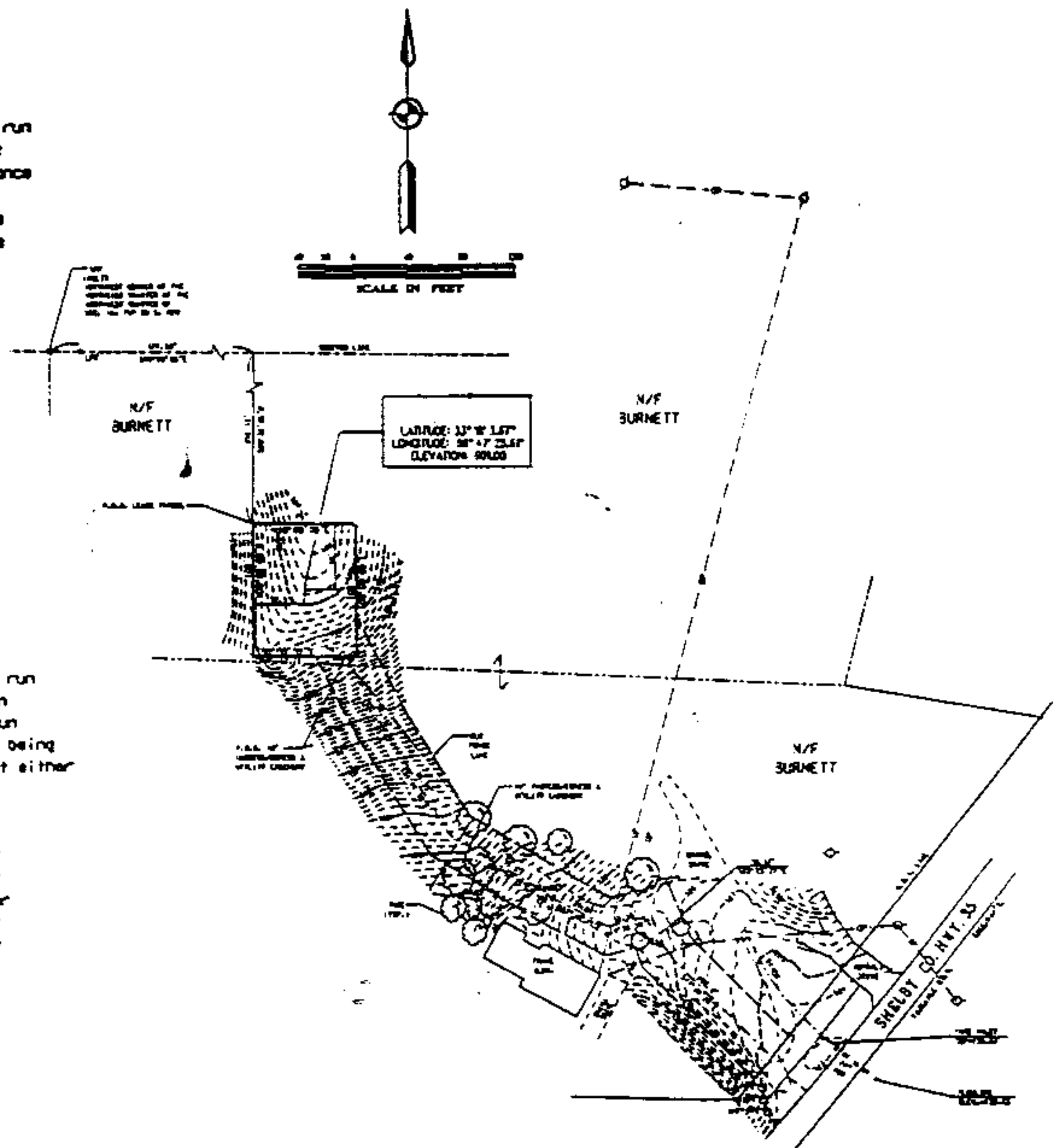
Said parcel contains 0.17 acres.

Burnett BIR 7217

40' WIDE INGRESS, EGRESS & UTILITY EASEMENT

An easement situated in the Northeast Quarter of the Northwest Quarter of Section 18, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron bolt found at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 18, Township 20 South, Range 2 West thence run South 89°20'55" East along the north boundary of said quarter-quarter section for a distance of 371.59 feet to a point; thence run South 00°39'05" West for a distance of 256.19 feet to a point; thence run South 00°00'00" East for a distance of 100.00 feet to a point; thence run North 90°00'00" East for a distance of 67.71 feet to a point, said point being the Point of Beginning of the centerline of an easement that lies 20 feet either side of herein described centerline; thence run South 26°19'03" East for a distance of 58.16 feet to a point; thence run South 31°01'50" East for a distance of 96.83 feet to a point; thence run South 58°59'23" East for a distance of 95.60 feet to a point; thence run South 62°40'43" East for a distance of 39.04 feet to a point; thence run North 74°38'50" East for a distance of 32.56 feet to a point; thence run South 22°23'27" East for a distance of 30.57 feet to a point; thence run South 44°28'26" East for a distance of 106.40 feet to the northerly right of way of Shelby County Highway 35 (a variable right of way), said point being the terminus of easement.



Owner Initials

MB. M.B.

SSLP Initials

JM

Inst # 1997-11180

04/10/1997-11180
11:27 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 HEL 131.00

EXHIBIT B

Notice Addresses

If to Tenant:

✓ Sprint Spectrum L.P.

2090 Columbiana Road

Suite 3000

Birmingham, Alabama 35216

Attention: PROPERTY MANAGER

If to Landlord:

Marlin Burnett and Dorothy Faye Burnett

1685 Highway 35

Pelham, Alabama 35124

If to Lender:

First Alabama Bank

Highway 31

Pelham, Alabama 35124

Attention: Russ Campbell

Inst # 1997-39763

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12/05/1997-39763
01:20 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 21.00