

NON-DISTURBANCE, SUBORDINATION AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE, SUBORDINATION AND ATTORNMENT AGREEMENT (this "Agreement") made as of the 18 day of Nov, 1997, by and among **Christian Life Church of the Assemblies of God, Inc.** (the "Landlord"), **AmSouth Bank of Alabama** (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 June 23, 1997, 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 Number 1997-10677, dated April 7th, 1997, 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).

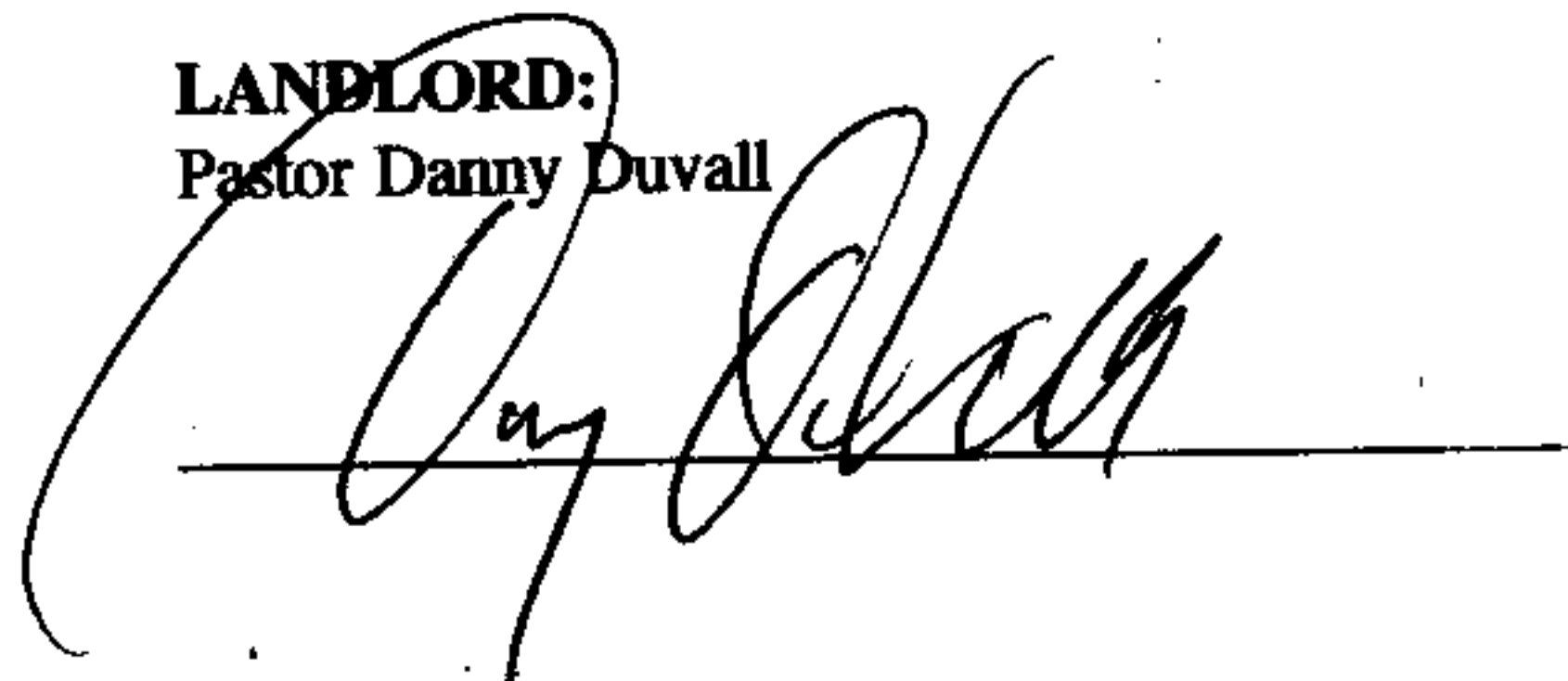
6. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors-in-interest. This Agreement shall inure to the benefit of and be binding upon, the parties hereto, their successors and assigns and any purchaser 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:
Pastor Danny Duvall



LENDER:

By W. B. Dade
Its Vice President

TENANT:

SPRINT SPECTRUM L.P.

By Michael J. Polman
Its 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 **Danny Duvall**, whose name as **Pastor of Christian Life Church of the Assemblies of God, Inc.**, 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 in his capacity as Pastor of the said church corporation, on the day the same bears date.

GIVEN under my hand and seal, this 18th day of November, 1997.

[NOTARIAL SEAL]

Danny K. Smithman
Notary Public

My Commission Expires _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 15, 1998.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Burt Weatherly, whose name as Vice President of AmSouth Bank of Alabama, 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 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 18th day of November, 1997.

[NOTARIAL SEAL]

William J. Smutman
Notary Public

My Commission Expires _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: July 15, 1998.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

STATE OF ALABAMA)

JEFFERSON 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 limited partnership.

GIVEN under my hand and seal, this 31 day of October, 1997.

[NOTARIAL SEAL]

Terri McGuff
Notary Public

My Commission Expires 01-27-01

EXHIBIT A

PROPERTY DESCRIPTION

A tract of land situated in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the Northwest diagonal $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the southwest corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama and run thence easterly along the south line of said quarter-quarter section a distance of 833.64' to an existing steel pin marking the southernmost corner of Lot 13, of the Survey of Indian Valley, First Sector, as recorded in Map Book 5, on page 43 in the Office of the Judge of Probate of Shelby County, Alabama, and the point of beginning of the property being described; thence continue along last described course a distance of 391.41' (measured) to an existing steel pin on the northwesterly margin of Shelby County Highway No. 17 (aka Valleydale Road); thence turn a deflection angle of $49^{\circ} 15' 58''$ to the left and run northeasterly along the said margin of said Highway No 17 a distance of 934.05' (measured) to an existing concrete highway monument marking the P.C. (point of curvature) of a curve to the right having a radius of 1,469.21' and being subtended by a central angle of $2^{\circ} 29' 09''$; thence continue northeasterly along the arc of said curve an arc distance of 62.03' to an existing steel pin; thence turn a deflection angle of $73^{\circ} 24' 24''$ to the left from tangent and run north-northwesterly a distance of 227.28' (measured) to an existing steel pin corner; thence turn a deflection angle of $105^{\circ} 34' 40''$ to the left and run southwesterly along the back lot lines of Lot 4 to 13, in Block 1 of said Indian Valley, First Sector, subdivision, a distance of 1,328.28' (measured) to the point of beginning.

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:

Christian Life Church of the Assemblies of God, Inc.
2490 Valleydale Road
Pelham, AL 35244

If to Lender:

Attn: Brantley - Business Banking
AmSouth Bank of Alabama
Post Office Box 11007
Birmingham, AL 35288

Inst. # 1997-41058

6

12/17/1997-41058
03:26 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 SNA 21.00