

After Recording Return to:

Courtney Mason  
1904 Indian Lake Drive, Birmingham AL 35244

## SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is dated the 30th day of March, 2000, and is made by and among Assemblies of God Financial Services Group, its successors or assigns, having an address of P. O. Box 1867, Springfield MO 65801-1867 ("Mortgagee"), SPRINT SPECTRUM L.P., having an address of 11390 Old Roswell Road, Suite 100, Alpharetta GA 30004 ("Tenant"), and Christian Life Church of the Assemblies of God, Inc., having an address of 2490 Valleydale Road, Birmingham AL 35244 ("Landlord").

### RECITALS:

A. Tenant has entered into a PCS Site Agreement ("Lease") dated June 23, 1997 with Landlord, as lessor, covering the premises known as Christian Life Church, 2490 Valleydale Road, Birmingham, Alabama (the "Premises") within the property more particularly described on Exhibit A attached hereto (the "Real Property").

B. Mortgagee has made a mortgage loan to Landlord, secured by a deed to secure debt on the Real Property (the "Mortgage"), and the parties desire to set forth their agreement herein.

C. Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the Premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The Lease and all extensions, renewals, replacements or modifications thereof are and shall be subject and subordinate to the Mortgage and all terms and conditions thereof insofar as it affects the Real Property of which the Premises form a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of amounts secured thereby and interest thereon.

2. Tenant shall attorn to and recognize any purchaser at a foreclosure sale under the Mortgage, any transferee who acquires the Premises by deed in lieu of foreclosure, and the successors and assigns of such purchaser(s), as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease on the same terms and conditions set forth in the Lease.

3. Tenant's right of possession to the Premises and its other rights and privileges under the Lease shall not be affected or disturbed by Mortgagee in the exercise of any of its rights or remedies under the Mortgage, and any sale of the Real Property pursuant to the exercise of any right or remedy under the Mortgage shall be made subject to all of Tenant's rights under the Lease, including, but not limited to, its right of possession to the Premises. If it becomes

necessary to foreclose the Mortgage, Mortgagee shall neither terminate the Lease nor join Tenant in summary or foreclosure proceedings.

4. If Mortgagee succeeds to the interest of Landlord under the Lease, Mortgagee shall not be: (a) bound by any rent or additional rent that Tenant might have paid for more than the current month to any prior landlord (including Landlord); (b) bound by any amendment or modification of the Lease made without Mortgagee's consent; or (c) personally liable under the Lease, Mortgagee's liability thereunder being limited to its interest in the Real Property.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 Financing Statements, Mortgagee shall acquire no interest in any towers, cables, equipment or other property installed by Tenant on the Premises.

6. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their successors and assigns.

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

**MORTGAGEE:**

Assemblies of God Financial Services Group

By: Kert G. Parsley  
Name: Kert G. Parsley  
Title: VP Loan Services

State of Missouri

County of Greene

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that KERT G. PARSLEY, whose name as VICE PRESIDENT of Assemblies of God Financial Services Group, a 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 said instrument, he executed the same voluntarily in his capacity as VP of said CORP, on the day same bears date.

Given under my hand and seal, this 6 day of APRIL, 2000

PHILLIP W ILLUM  
NOTARY PUBLIC STATE OF MISSOURI  
GREENE COUNTY  
MY COMMISSION EXP. MAR. 6, 2002

[Signature]  
Notary Public  
My Commission Expires: 3-6-2002  
(NOTARY SEAL)

*(signatures continued on next page)*

TENANT:

SPRINT SPECTRUM L.P.

By: James W. Greene  
Name: James W. Greene  
Title: Director - SE Site Development

State of Georgia

County of Fulton

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that James W. Greene, whose name as Director - SE Site Development 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 said instrument, he executed the same voluntarily in his capacity as Director of said limited partnership on the day same bears date.

Given under my hand and seal, this 28<sup>th</sup> day of March, 2000



**D. C. MURPHY**  
NOTARY PUBLIC, FULTON COUNTY, GEORGIA  
MY COMMISSION EXPIRES FEBRUARY 5, 2002

Notary Public  
My Commission Expires: 2/5/2002

(NOTARY SEAL)

LANDLORD:

Christian Life Church  
of the Assemblies of God, Inc.

By: David A. Divine  
Name: David A. Divine  
Title: Executive Pastor

State of Alabama

County of Shelby

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that David A. Divine, whose name as Executive Pastor of Christian Life Church of the Assemblies of God, Inc., a \_\_\_\_\_ 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 said instrument, \_\_\_\_\_ executed the same voluntarily in his capacity as Executive Pastor of said corporation on the day same bears date.

Given under my hand and seal, this 30<sup>th</sup> day of March, 2000

PEGGY I. MURPHREE  
MY COMMISSION EXPIRES FEBRUARY 20, 2003

Notary Public  
My Commission Expires: 2.20.03

(NOTARY SEAL)

## EXHIBIT A

### Description of Premises

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.

Inst # 2000-12798

04/19/2000-12798  
08:32 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 HNS 16.00