

Prepared by:

County

Tritel Communications Inc.

211 Summit Parkway, Suite 112

Birmingham, AL 35209

SITE: 044-149-R1A - Valdawood

**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into as of this 30 day of March, 2000, by and among Assemblies of God Financial Services Group, (hereinafter referred to as the "Lender"), **TRITEL COMMUNICATIONS, INC.**, a Delaware Corporation, (hereinafter referred to as "Tenant"), and Christian Life Church of the Assemblies of God, Inc., (hereinafter referred to as "Landlord").

**WITNESSETH:**

WHEREAS, Lender has made a loan in the amount of One Million Six Hundred Ninety Three Thousand (\$1,693,000.00) (such loan and any renewal, substitution, extension or replacement thereof being herein called the "Loan") secured, inter alia by a deed of trust recorded at The Probate Office Book 2000, Page 11027 of the official records of Shelby County, State of Alabama (such deed of trust and all other liens on the Property, as hereafter defined, securing the Loan and any renewal, substitution, amendment, extension or replacement thereof being hereinafter referred to as the "Mortgage") upon the tract of land described in Exhibit "A" hereto (the "Property"); and

WHEREAS, Landlord and Tenant desire to enter into a lease for a portion of the Property (the "Leased Premises") pursuant to a Lease Agreement or lease agreement by and between Landlord and Tenant dated as of July 2, 1999 (the "Lease"); and

WHEREAS, the parties hereto desire to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, Lender, Tenant and Landlord hereby agree as follows:

1. Subordination. Tenant hereby subordinates the Lease to the interest of Lender under the Mortgage, and Tenant further agrees that the Lease now is and shall at all times continue to be subject, junior, inferior and subordinate to the Mortgage.

1. Non-Disturbance. So long as no default exists which would, with notice, entitle the Landlord to the right to terminate the Lease, the Lease shall not be terminated, nor shall any sublease, assignment, license, the source of which title is from the Tenant or any of its successors, assigns, lessees, sublessees, subtenants, licensees or otherwise (hereinafter "Any Proposed Sublease") be terminated, nor shall Tenant's or any subtenant's, sublessee's, licensee's, assign's (or any other party whose source of title or interest arise from Tenant either directly or indirectly) ("Any Proposed Sublessee") use, possession or enjoyment of the Property be interfered with nor shall the leasehold estate granted by the Lease or Any Proposed Sublease be affected in any other manner, in any exercise of any power of sale in the Mortgage, or by foreclosure or any action or proceeding instituted under or in connection with the Mortgage, except that the person or entity acquiring the interest of the Landlord under the Lease as a result of any such action or proceeding, and the successors and assigns thereof (hereinafter referred to as the "Purchaser") shall not be (a) liable for any act or omission of any prior landlord under the Lease; or (b) subject to any offsets or defenses which the Tenant under the Lease might have against the prior landlord under the Lease; or (c) bound by any prepayment of rent made prior to any subsequent purchaser's purchase of the Property which prepayment is more than thirty (30) days prior to the time provided for in the Lease; or (d) bound by any amendment or modification to the Lease made without Lender's prior written consent.

2. Tenant Not To Be Joined In Foreclosure. So long as Tenant is not in default (beyond any applicable period given Tenant to cure such default) in the payment of rent or in the performance of any terms, covenants or conditions of the Lease on Tenant's part to be performed, Lender will not join Tenant (or Any Proposed Sublessee) as a party defendant in any action or proceeding foreclosing the Mortgage unless such joinder is necessary to foreclose the Mortgage and then only for such purpose and not for the purpose of terminating the Lease and in such event Lender shall reimburse Tenant (and/or Any Proposed Sublessee) for all reasonable expenses incurred by Tenant (and/or Any Proposed Sublessee) in connection therewith.

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3. Attornment. In the event the exercise of the power of sale in the Mortgage, or in the event of foreclosure of the Mortgage, or in event of a conveyance of the Property in lieu of foreclosure, Tenant agrees to attorn to and accept the purchaser at the foreclosure sale or the grantee under the conveyance in lieu of foreclosure as the landlord for the balance then remaining of the term of the Lease, subject to all terms and conditions of said Lease and the terms of this Agreement. Said attornment shall be effective and self-operative without the execution of any further instruments upon the succession by Purchaser to the interest of Landlord under the Lease. The respective rights and obligations of Tenant and Lender upon such attornment, shall be and are the same as now set forth in the Lease.

4. Tenant's Communication Equipment. Lender hereby acknowledges and agrees that this Agreement does not apply to the Personal Communications Service System facility, as defined in the Lease, and that removal of said Personal Communications Service System facility is governed by the terms of the Lease.

5. As to Landlord and Tenant. As between Landlord and Tenant, Landlord and Tenant covenant and agree that nothing contained herein nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Lease.

6. As to Landlord and Lender. As between Landlord and Lender, Landlord and Lender covenant and agree that nothing contained herein nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Mortgage.

7. Title of Paragraphs. The titles of the paragraphs of this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

8. Provisions Binding. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lender, Tenant and Landlord.

9. Governing Law. This Agreement shall be interpreted and governed by the laws of the State where Leased Premises are located.

10. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be considered properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in

person to the addressee. Notice so mailed shall be deemed effective upon its deposit. Notice given in any other manner shall be deemed effective only if and when delivered to the addressee. For purposes of notices, the addresses of the parties shall be set forth opposite their respective signatures below.

11. Counterparts. This Agreement may be signed in multiple counterparts, each of which is an original, but all of which comprise one Agreement.

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

"LENDER"

Assemblies of God Financial Services Group

By: Kent G. Proseky  
Name: Kent G. Proseky  
Title: VP Loan Services

Address:

P.O. Box 1867  
Springfield, MO 65801-1867

"LANDLORD"

Christian Life Church of the Assemblies of God, Inc.

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

Address:

2490 Valleydale Road  
Birmingham, AL 35244

"TENANT"

TRITEL COMMUNICATIONS, INC.

By: Kenneth F. Harris  
Name: Kenneth F. Harris  
Title: Director of Site Acquisition and Property Administration

Address:

111 East Capitol Street  
Suite 500  
Jackson, MS 39201  
PH: (601) 914-8000

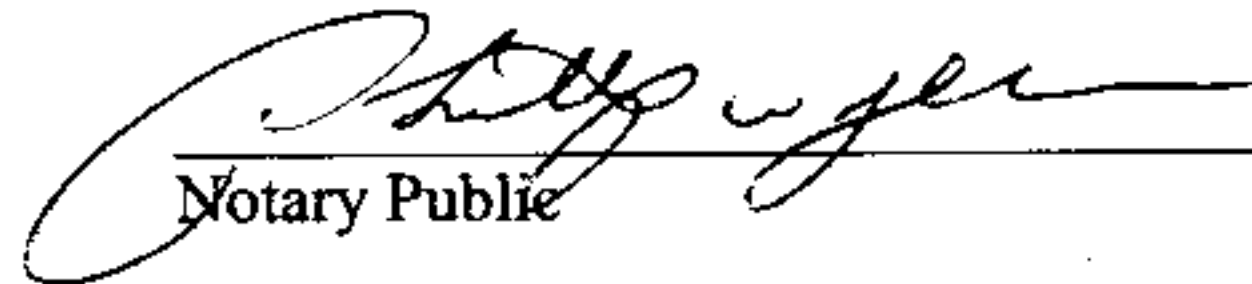
**NOTARY BLOCK FOR LENDER IF CORPORATION**

STATE OF Missouri  
COUNTY OF Greene

Before me, Phillip W ILLUM, a Notary Public in and for the State and County aforesaid, personally appeared KERT G PARSLEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the Vice President of AGFSB the within named bargainor, a corporation, and that he as such Officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal at office, on this the 6 day of April, 2006

PHILLIP W ILLUM  
NOTARY PUBLIC STATE OF MISSOURI  
GREENE COUNTY  
MY COMMISSION EXP. MAR. 6, 2008

  
Notary Public

My Commission Expires:

3-6-2008

**NOTARY BLOCK FOR LENDER IF NATIONAL BANKING ASSOCIATION**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the \_\_\_\_\_ of \_\_\_\_\_, the within named bargainor, a national banking association, and that he as such \_\_\_\_\_, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the banking association by \_\_\_\_\_ self as such \_\_\_\_\_.

WITNESS my hand and seal at office, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



**NOTARY BLOCK FOR LANDLORD IF INDIVIDUAL**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Personally appeared before me, \_\_\_\_\_, a Notary Public in and for said State and County, \_\_\_\_\_, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**NOTARY BLOCK FOR LANDLORD IF CORPORATION**

STATE OF Alabama  
COUNTY OF Shelby

Before me, Peggy I. Murhpree, a Notary Public in and for the State and County aforesaid, personally appeared David A. Divine, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the Executive Pastor of Christian Life Church of the Assemblies of God, Inc., the within named bargainor, a corporation, and that he as such Executive Pastor, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by self as such executive pastor

WITNESS my hand and seal at office, on this the 30th day of March, 2000

\_\_\_\_\_  
Notary Public

My Commission Expires:

2-20-03

PEGGY I. MURPHREE  
MY COMMISSION EXPIRES FEBRUARY 20, 2003

NOTARY BLOCK FOR TRITEL COMMUNICATIONS, INC.

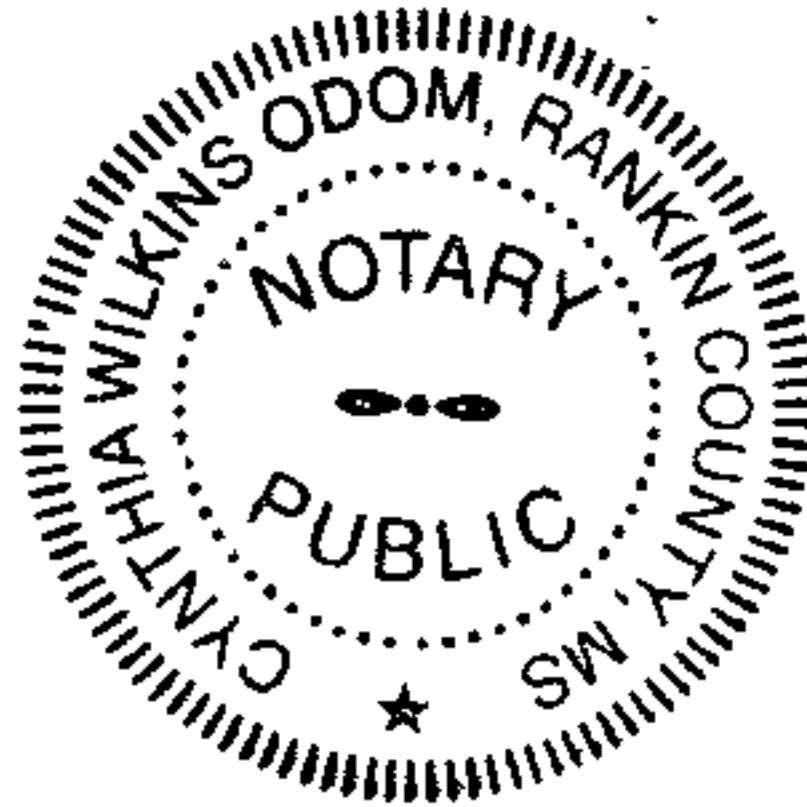
STATE OF MISSISSIPPI  
COUNTY OF HINDS

Before me, Cynthia Wilkins Odom a Notary Public in and for the State and County aforesaid, personally appeared **Kenneth F. Harris**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself (or herself) to be the Director of Site Acquisition and Property Administration of **TRITEL COMMUNICATIONS, INC.**, the within named bargainor, a corporation, and that he as such Director, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such Director.

WITNESS my hand and seal at office, on this 30 day of March, 2000.

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG. 23, 2003  
My Commission Expires: BONDED THRU STEGALL NOTARY SERVICE

Cynthia Wilkins Odom  
Notary Public



**EXHIBIT "A"**

**Legal 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.

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