

**NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

**THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement")** is made as of this 1st day of August, 2000, between **Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications ("Lessee")** and **Jefferson County Employees Credit Union ("Lender")**.

**WHEREAS**, Lessee is the lessee under a lease agreement ("Lease") dated the 6<sup>th</sup> day of, March, 2000 by and between Seybourn E. Hopper, Jr. and Anita P. Hopper, husband and wife, ("Lessor") for certain real property located in Shelby County, Alabama which is more particularly described in Exhibit "A" attached hereto ("Property") together with easements for ingress, egress and utilities on that real property described in Exhibit "B" attached hereto ("Easements");

**WHEREAS**, Jefferson County Employees Credit Union previously made a loan to Lessor which is secured by one or more mortgages or other encumbrances on the Property ("Mortgage") recorded at Instrument # 1998-03304 of the Shelby County Judge of Probate records on February 2, 1998, in Shelby County, Alabama.

**WHEREAS**, Lender is willing to agree that Lessee's possession of the Property shall not be disturbed as a default by Lessor under the Mortgage so long as Lessee is not in default under the Lease and Lessee attorns to the purchaser or transferee of the Property and the Easement as Lessor under the Lease.

**NOW THEREFORE**, for and in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Lender and Lessee do hereby mutually covenant and promise as follows:

1. **Non-Disturbance and Attornment.** Provided Lessee complies with this Agreement and is not in default under the terms of the Lease in the payment of rent or the performance of any of the terms, conditions, covenants, clauses or agreements on the part of Lessee to be performed under the Lease (beyond any period of time given Lessee to cure under the Lease) as of the date the Lender commences foreclosure proceedings or accepts a deed in lieu of foreclosure, or at any time thereafter, no default under the Mortgage, as modified, extended, increased, spread or consolidated, and no proceeding to foreclose the same will disturb Lessee's possession under said Lease and the Lease will not be affected or extinguished thereby. Notwithstanding any such foreclosure or other acquisition of the Property or the Easement by Lender or any subsequent owner, Lessee shall attorn to the Lender or such subsequent owner, and the Lease will be recognized as a direct lease from the Lender or any other party acquiring the Property or the Easement upon foreclosure.

**Inst # 2000-33449**

**09/22/2000-33449**

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2. Further Assurances. Lessee shall upon request by Lender, or any subsequent owner, execute a written agreement in a form acceptable to Lessee whereunder Lessee does attorn to Lender or any such subsequent owner and shall affirm Lessee's obligations under the Lease and agree to pay all rentals and charges then due or to become due as they become due to the Lender or such subsequent owner.

3. Notices. From and after the date hereof, Lessee shall send a copy of any notice or statement of default under the Lease to Lender at the same time such note or statement is sent to the Lessor under the Lease. From and after the date hereof Lender shall send a copy of any notice or statement of default under the terms of the Mortgage or of any intent to declare a foreclosure or to accept a deed in lieu of foreclosure at the same time such notice or statement is sent to Lessor. Any notices given pursuant to the terms of this Agreement shall be deemed effectively made if sent by first class mail to the following addresses:

Lender:            **Jefferson County Employees Credit Union**  
                         **Attn: Bob Smith**  
                         **716 Richard Arrington, Jr. Blvd.**  
                         **Birmingham, AL 35263**  
                         **(205) 325-5683**

Lessee:            **Nextel South Corp.**  
                         **c/o Nextel Communications**  
                         **6575 The Corners Parkway**  
                         **Norcross, GA 30092**  
                         **Attn: Property Manager**

4. **No Impairment of Mortgage Instrument.** Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein.


5. **Waivers to be in Writing.** No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

6. **Successors and Assigns.** This Agreement shall inure to the benefit of the parties hereto, their successors and assigns.

**IN WITNESS WHEREOF**, Lender and Lessee have respectfully signed and sealed this Agreement as of the day and year first above written.

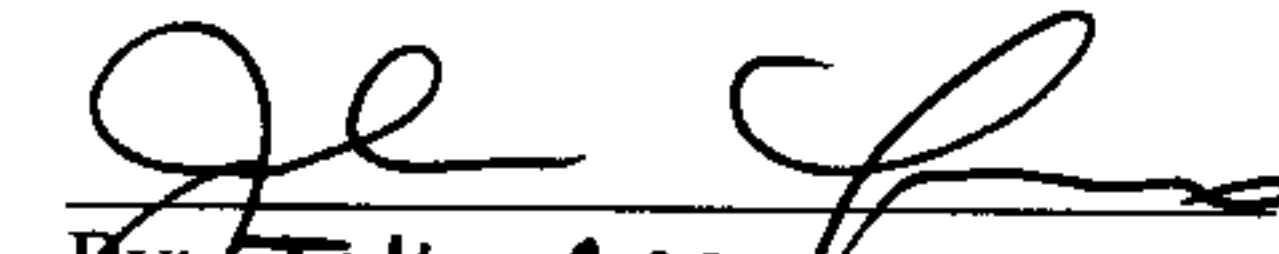
**LENDER:**

**Jefferson County Employees Credit Union**

  
By: Charles D. Faulkner  
Title: PRESIDENT/CEO

**LESSEE:**

**Nextel South Corp., a Georgia corporation d/b/a  
Nextel Communications**

  
By: John Cafaro  
Title: Vice PRESIDENT

State of Alabama )  
 )  
County of Jefferson )

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Charles R. Faulkner, with whom I am personally acquainted, and who, upon oath, acknowledged herself/himself to be the President/CEO of Jefferson County Employees Credit Union, the within named Mortgagor, and that she/he executed the foregoing Non-Disturbance and Attornment Agreement for the purposes therein contained, by signing the name of the Banking Institution by herself/himself as such officer.

Witness my hand, at office, this 1st day of August, 2000.

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

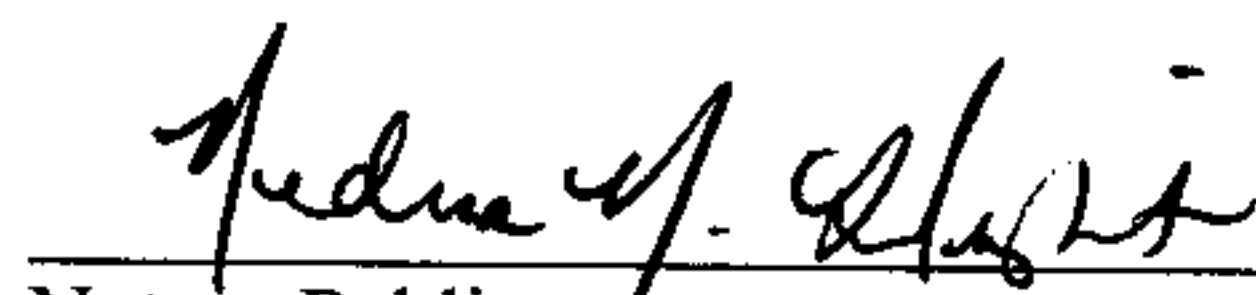
My Commission Expires:

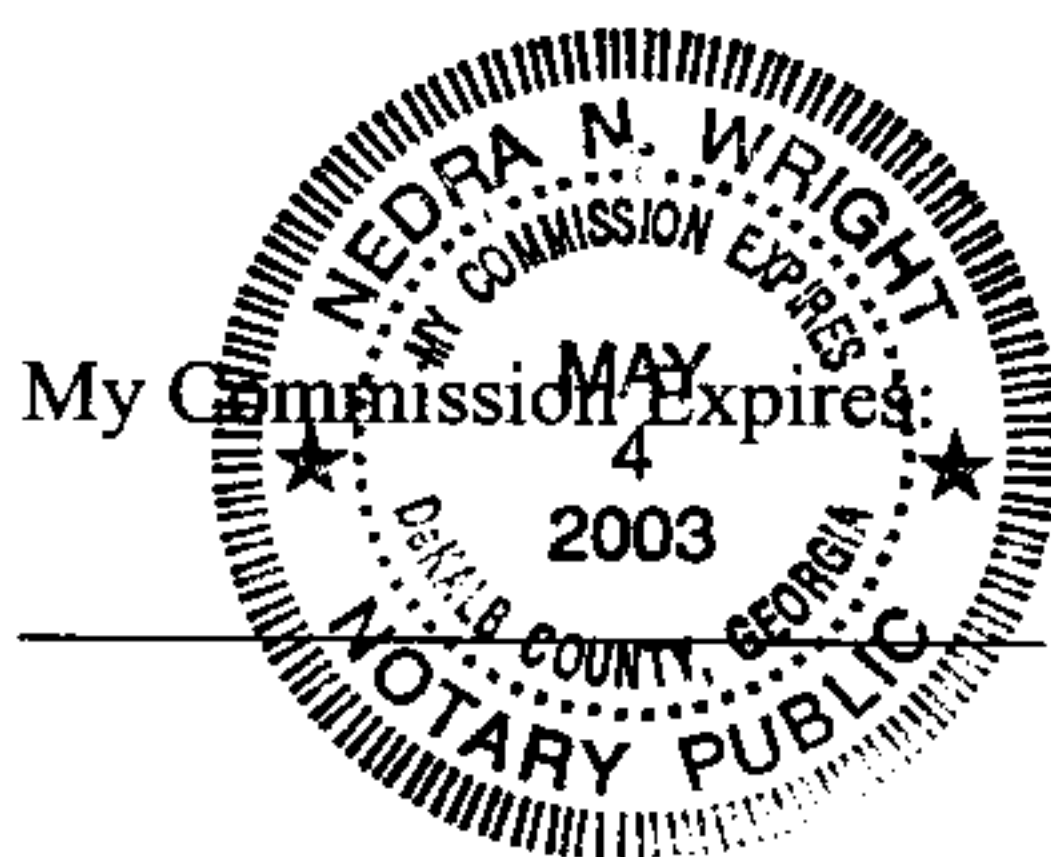
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State of Georgia )  
 )  
County of Gwinnet )

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared John Capano, with whom I am personally acquainted, and who, upon oath, acknowledged herself/himself to be the Vice President of Nextel South Corporation d/b/a Nextel Communications, the within named Lessee, a corporation, and that she/he executed the foregoing Non-Disturbance and Attornment Agreement for the purposes therein contained, by signing the name of the corporation by herself/himself as such officer.

Witness my hand, at office, this 15th day of September, 2000.

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



## EXHIBIT "A"

### LEGAL DESCRIPTION OF PROPERTY

#### LEASE PARCEL:

A parcel of land situated in the Northwest 1/4 of Section 3, Township 18 South, Range 1 East, Huntsville Principal Meridian, Shelby County, Alabama, said parcel being more particularly described by the following metes and bounds description, the bearings of which are based on "Grid North," State Plane Coordinate System for the West Zone of Alabama, to wit: Commence at the Northwest corner of the Northwest 1/4 of said Section 3, run thence N88°37'06"E along the North line of said Section for a distance of 912.56 feet, to a point on the Northernly right-of-way line of Shelby County Road No. 41; thence continue along said North line of the Section N88°37'00"E for a distance of 330.47 feet; thence leaving said Section line crossing County Road 474 S00°00'00"E for a distance of 41.78 feet, to the Point of Beginning of the parcel herein described; thence continue S00°00'00"E for a distance of 100.00 feet; thence S90°00'00"W for a distance of 100.00 feet; thence N00°00'00"W for a distance of 100.00 feet; thence N90°00'00"E for a distance of 100.00 feet, to the Point of Beginning. Containing 10,000 square feet, more or less.



## EXHIBIT "B"

### LEGAL DESCRIPTION OF THE EASEMENTS

#### 20' INGRESS/EGRESS ACCESS EASEMENT

A strip of land 20 feet in width, 10.00 feet each side of centerline, to be used as an easement for ingress, egress, and access, the side lines of which are to be extended or shortened at the Point of Beginning to coincide with a line bearing N90°00'00"E and are to be extended or shortened at the Point of Termination to coincide with the Southerly right-of-way line of County Road 474; said strip lying within the Northwest 1/4 of Section 3, Township 18 South, Range 1 East, Huntsville Principal Meridian, Shelby County, Alabama, and more particularly described by the following centerline description, the bearings of which are based on "Grid North," State Plane Coordinate System for the West Zone of Alabama, to wit: Commence at the Northwest corner of the Northwest 1/4 of said Section 3, run thence N88°37'06"E along the North line of said Section for a distance of 912.56 feet, to a point on the Northerly right-of-way line of Shelby County Road No. 41; thence continue along said North line of the Section N88°37'00"E for a distance of 350.47 feet; thence leaving said Section line and crossing County Road 474 S00°00'00"E for a distance of 41.78 feet; thence continue S00°00'00"E for a distance of 100.00 feet; thence S90°00'00"W for a distance of 100.00 feet; thence N00°00'00"W for a distance of 100.00 feet; thence N90°00'00"E for a distance of 14.00 feet to the Point of Beginning of the centerline herein described; thence along said centerline N00°00'00"W for a distance of 7.28 feet, to the Southerly right-of-way line of County Road 474 (40' in use as right-of-way) and the Point of Termination. Containing 146 square feet, more or less.

#### 30' UTILITY EASEMENT

A strip of land 30 feet in width, 15.00 feet each side of centerline, to be used as an easement for utility access, the side lines of which are to be extended or shortened at the Point of Beginning to coincide with a line bearing N00°00'00"W, are to be terminated at County Road 474 to coincide with the Southerly right-of-way thereof, and are to be extended or shortened at the Point of Termination to coincide with the Southerly right-of-way of Shelby County Road No. 41; said strip lying within the Northwest 1/4 of Section 3, Township 18 South, Range 1 East, Huntsville Principal Meridian, Shelby County, Alabama, and more particularly described by the following centerline description, the bearings of which are based on "Grid North," State Plane Coordinate System for the West Zone of Alabama, to wit: Commence at the Northwest corner of the Northwest 1/4 of said Section 3, run thence N88°37'06"E along the North line of said Section for a distance of 912.56 feet, to a point on the Northerly right-of-way line of Shelby County Road No. 41; thence continue along said North line of the Section N88°37'00"E for a distance of 350.47 feet; thence leaving said Section line and crossing County Road 474, S00°00'00"E for a distance of 41.78 feet; thence continue S00°00'00"E for a distance of 100.00 feet; thence S90°00'00"W for a distance of 100.00 feet; thence N00°00'00"W for a distance of 81.02 feet to the Point of Beginning of the centerline herein described; thence along said centerline N52°13'35"W for a distance of 36.10 feet; thence S67°46'45"W for a distance of 248.51 feet, to the Point of Termination. Containing 7,754 square feet, more or less.

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