

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT
(Mortgage)

THIS AGREEMENT is made as of May 15th, 2001, by and among COMPASS BANK ("Mortgagee"), P&N CALERA, LLC, an Alabama limited liability company ("Landlord"), and PLANET CELLULAR, INC., an Alabama corporation ("Tenant").

Reference is made to a mortgage ("Mortgage") from Landlord to Mortgagee, dated as of January 30, 2001, and recorded in Instrument 2001-04814 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by that certain Amendment Agreement No. 1 to Mortgage, Assignment of Rents and Leases and Security Agreement, dated March 10, 2001, as referenced in Instrument 2001-21677 in the Office of the Judge of Probate of Shelby County, Alabama.

Reference is made to a lease ("Lease") dated January 11, 2001, between Landlord and Tenant of certain premises situated within the property covered by said Mortgage.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises contained herein, the parties agree as follows:

1. Mortgagee hereby consents to the Lease and all of the provisions thereof.
2. Subject to the terms hereof, the Lease is and shall be subject and subordinate at all times to the lien of the Mortgage and to all renewals, replacements and extensions of the Mortgage to the full extent of the principal sum secured thereby and interest thereon and other charges due thereunder.
3. Tenant agrees that if the holder of said Mortgage, or any person claiming under said holder (whether by a foreclosure, deed in lieu of foreclosure or otherwise), shall succeed to the interest of Landlord in said Lease, Tenant will recognize, and attorn to, said holder, or such other person, as its landlord under the terms of said Lease.
4. Mortgagee agrees that, in the event of foreclosure or other right asserted under said Mortgage by the holder thereof, said Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed (whether by a foreclosure, deed in lieu of foreclosure or otherwise), except for default continuing after notice and beyond any applicable grace period and otherwise in accordance with the provisions of said Lease.
5. In the event Mortgagee succeeds to the interest of landlord under the Lease, Tenant will have the same remedies against Mortgagee for any default under the Lease; provided, however, that Mortgagee shall not be:
 - (i) liable for any act or omission of any prior landlord (including Landlord) under the Lease, except for non-monetary defaults of a continuing nature;

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(ii) subject to any off-sets or abatement against Base Rent or other charges which Tenant may have against any prior landlord (including Landlord), except for the exercise of rights expressly set forth in the Lease;

(iii) bound by any Base Rent or other charges which Tenant might have paid for more than the current month to any prior landlord (including Landlord), except as expressly required under the Lease; or

(iv) bound by any amendment or modification of the Lease made without its consent, which consent shall not be unreasonably withheld or delayed.

Nothing herein contained shall impose any obligations upon Mortgagee to perform any of the obligations of Landlord under the Lease, unless and until Mortgagee shall become owner or mortgagee in possession of the Premises.

6. Tenant agrees to provide Mortgagee with a copy of any notice of default Tenant may send to Landlord pursuant to the terms of the Lease. Tenant agrees that Mortgagee shall have the same opportunity and the same period of time to cure any default of Landlord as provided Landlord pursuant to the terms of the Lease. Unless changed by written notice to Tenant, Mortgagee's notice address is as follows:

Compass Bank
15 South 20th Street
Birmingham, Alabama 35233
Attention: Birmingham Real Estate Banking

All notices between Mortgagee and Tenant shall be sent in the manner set forth under the Lease.

7. Landlord agrees that, except as expressly provided herein, this Agreement does not constitute a waiver by Mortgagee of any of its rights under the Mortgage or related documents, and that the Mortgage and any related documents remain in full force and effect and shall be complied with in all respects by Landlord.

8. No material 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 effective unless in writing and signed by the parties.

The benefits and burdens of this Agreement shall inure to and bind the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, each party has caused this instrument to be executed under seal by its duly authorized representative.

MORTGAGEE:

COMPASS BANK

By Martin R. Brown
Martin R. Brown
Loan Officer

LANDLORD:

P&N CALERA, LLC

By its sole members:

By Mark A. Peeples
Mark A. Peeples

AND

By Richard E. Dubose
Richard E. Dubose

TENANT:

PLANET CELLULAR, INC.

By: Don Gann

Name: DON GANN

Title: PRESIDENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Martin R. Brown, whose name as Loan Officer of Compass Bank, an Alabama banking 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 banking corporation.

GIVEN under my hand and seal, this 15th day of May, 2001.



Brenda Swane
Notary Public

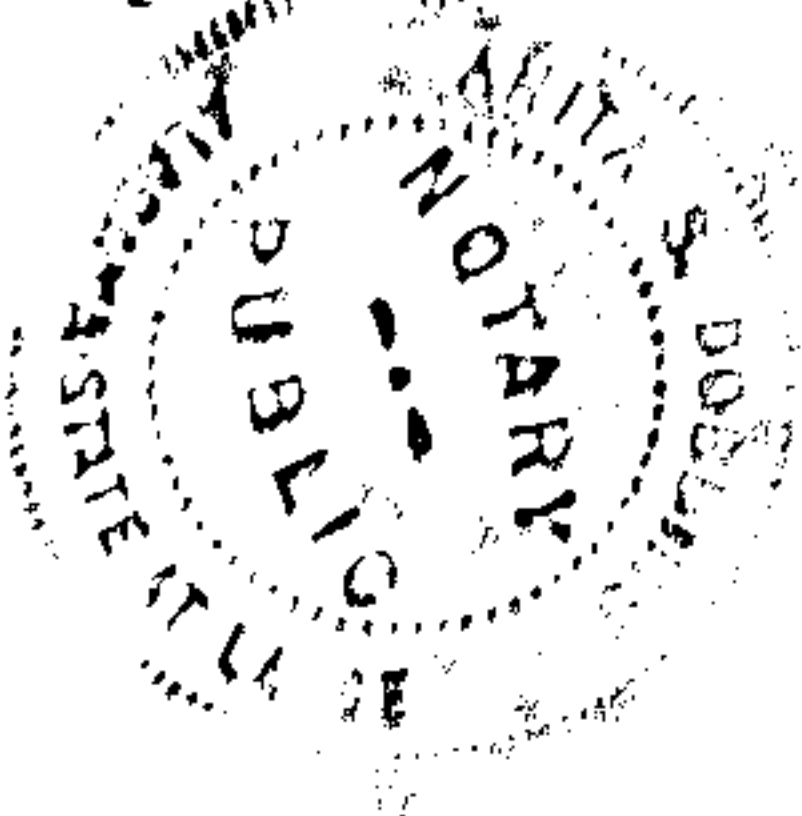
My Commission Expires May 12, 2002

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Mark A. Peebles and Richard E. Dubose, whose names as sole members of P&N Pelham, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, they, as such sole members and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand and seal, this 3rd day of April, 2001.

[NOTARIAL SEAL]



Anita S. Debbins
Notary Public

My Commission Expires July 21, 2002
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA)
:
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DON GANN, whose name as PRESIDENT of PLANET CELLULAR, 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 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 9th day of January, 2001.

[NOTARIAL SEAL]

[Signature]
Notary Public

My Commission Expires 3/15/04



AFTER RECORDING RETURN TO:

Mr. Thomas A. Ansley
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35205

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