

NON-DISTURBANCE, SUBORDINATION AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the 28th day of June, 2004, is by and among **STAFFORD AIRCRAFT SERVICES, LLC** ("Tenant"), **COUNTY OF SHELBY** ("Landlord"), and **THE BANK** (the "Lender").

RECITALS:

Tenant is the present tenant under that certain Lease (hereinafter collectively the "Lease") with respect to the property described on Exhibit "A" attached hereto. The premises demised to Tenant under the Lease is more particularly described therein and are referred to herein as the "Premises". The Lease consist of a Ground Lease and is dated Aug. 4, 2004. The Lease is recorded as instrument 20040412000186250 in the Office of the Judge of Probate of Shelby County, Alabama. Tenant has obtained or will obtain financing from Lender which is secured by a leasehold mortgages covering the property described in the Lease. Said leasehold mortgage as the same may hereafter be amended, extended, modified or renewed (the consent of Landlord to which shall not be required). As a condition to making such loans, Lender has required that Landlord execute this instrument.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and as an inducement to Lender to extend financing to the Tenant, the parties hereto do mutually covenant and agree as follows:

1. Landlord is the fee simple owner of that certain real property described on Exhibit "A" attached hereto (the "Leased Property"), and Landlord is the lessor of the Leased Property under the Lease.
2. To Landlord's knowledge, the Tenant is the current lessee under the Lease.
3. The Lease (a true and correct copy of which along with all amendments and restatements have been delivered to Lender) have not been canceled, modified, assigned, extended or amended.
4. There is no prepaid rent and there is no security deposit.
5. The Lease terminates on August 4, 2028, unless otherwise extended by Landlord and Tenant.
6. As of this date, the Lease is in full force and effect; there are no uncured defaults under the Lease; Landlord has no claims against the Tenant under the Lease except as set forth in the Lease; to Landlord's knowledge, Tenant has no offsets against the rent or other charges payable by Tenant under the Lease; and as of the date hereof, Tenant has either satisfied all of its current obligations to the Landlord under the Lease or the same have been waived by Landlord.

7. Landlord has received no actual notice of any sale, transfer or assignment, hypothecation or pledge of Tenant's right, title or interest in, to or under the Lease, except to Lender.

8. Landlord has not sold, transferred, assigned, hypothecated or pledged the Leased Premises or its right, title or interest in, to or under the Lease.

9. Landlord acknowledges that Landlord has been notified that Tenant intends to mortgage its right, title and interest in, to and under the Lease to Lender as collateral for certain loans (the "Loans"). Landlord hereby agrees that the making of the Loans and the encumbering of Tenant's interest in the Lease does not constitute a default under the Lease.

10. Landlord agrees that it will deliver to Lender a duplicate copy of any and all written notices which Landlord may, from time to time, give or serve upon Tenant under the terms of the Lease, as and when Landlord gives or serves such notices upon Tenant. Failure to deliver a copy of such notice to Lender shall in no way affect the validity of the notice as it respects Tenant, but shall make the same invalid as it respects the interest of the Lender.

11. Landlord further agrees that the Lender shall have (a) ninety (90) days following receipt of written notice from Landlord as to the non-payment of any monetary sum due under the Lease within which to cure such monetary default, and (b) the same period of time as Tenant after Lender have received written notice from Landlord of any non-monetary default by Tenant within which to cure such non-monetary default, or if such default(s) cannot be cured within such time, then such additional time, not to exceed ninety (90) days, as may be reasonably necessary to cure such default(s) (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure). Upon Lender curing such default in accordance with the foregoing, any notice of Landlord advising of any such event of default or any action of Landlord to terminate the Lease or to interfere with the occupancy, use or enjoyment of the Leased Property by reason thereof shall be deemed rescinded and the Lease shall be reinstated and shall continue in full force and effect.

12. Notwithstanding anything to the contrary contained in the Lease or in this agreement, in addition and not in limitation of the foregoing, (a) Landlord and Tenant each agree not to (i) amend or modify the Lease in any respect without the prior written consent of the Lender and/or (ii) terminate the Lease without Lender's prior written consent, except for cause after notice to Tenant and Lender as provided herein and in paragraph 15, and (b) Landlord and Tenant acknowledge and agree that the Lease shall not be amended, modified and/or terminated if either Landlord or Tenant attempts to amend, modify and/or terminate the Lease without first obtaining Lender's prior written consent.

13. Landlord agrees to accept performance of Tenant's obligations under the Lease by Lender as if it were performance by Tenant. Notwithstanding the foregoing, Landlord acknowledges that while Lender shall have the right to tender performance of Tenant's obligations under the Lease, Lender shall not have the obligation to do so.

14. If Lender or its successors or assigns succeeds to Tenant's interest in the Lease, the Lease shall not be terminated by such action and Landlord agrees to accept performance of Tenant's

obligations under the Lease by Lender or its successors or assigns, and the Lease shall continue in full force and effect as a lease between Landlord and Lender or its successors, sublessees, or assigns. Lender shall not be responsible for obligations under the Lease unless and until Lender succeeds to Tenant's interest in the Lease. Lender shall remain responsible for Tenant's obligations under the Lease only so long as Lender is the owner, and Lender will not be liable under the Lease following the sublease or assignment to a third party or its other disposition of Tenant's leasehold estate upon reasonable approval by Landlord of such third party's financial capacity, which approval shall not be unreasonably withheld or delayed.

15. Without the prior consent of Lender, i) the Lease shall not be surrendered or canceled (other than as a result of a default of Tenant after notice to and opportunity to cure of Tenant and Lender, respectively) prior to the expiration of the term of the Lease, ii) Tenant shall not have the right to exercise any option to terminate the Lease, and iii) any agreement purporting to surrender, cancel, terminate, modify or amend the Lease or any attempted exercise of such option, without the consent of the Lender, shall be ineffective, null and void.

16. Upon condemnation or damage of the Leased Premises, Landlord hereby subordinates to Lender (to the extent of the Loans) its rights to any and all condemnation and insurance proceeds, except for any proceeds attributable to the land itself.

17. As to any personalty owned by Tenant and located on the Leased Premises, Landlord hereby waives and relinquishes as to Lender and their assigns, all right to claim that any personalty owned by Tenant will at any time become fixtures and all rights, claims and demands of every kind against the said personalty, and all replacements and additions thereto. This waiver to continue in full force and effect until Tenant has paid the full amount owed or hereafter owing to Lender. Landlord further agrees that the said personalty will remain personal property at all times notwithstanding the installation thereof in or at the Leased Premises aforesaid in any manner. Landlord hereby grants Lender the right to enter the Leased Premises for the purposes of repossessing, removing, selling or otherwise dealing with this personalty. In the event that Lender shall enter the Leased Premises and repossess the personalty of the Tenant, Lender shall have the right to maintain such properties on the Leased Premises by paying the current rent which shall become due during the period of time that Lender shall occupy the Leased Premises for the purpose of storing thereon the personalty, provided however, that in no event shall the personalty remain on the premises beyond the term of the Lease.

18. If the Lease terminate before its term expires, including the rejection of the Lease in a bankruptcy proceeding involving Tenant, except by eminent domain, Landlord shall serve upon Lender written notice of that fact, together with a statement of all sums which would at that time be due under the Lease but for the termination, and of all other defaults under the Lease then actually known to Landlord. The Lender may then request a new lease and a bill of sale for all personal property and fixtures in the building previously owned by Tenant and then owned by Landlord arising out of such termination, all in accordance with and upon the following terms and conditions. Upon the written request of Lender within thirty (30) days after service of notice that the Lease has been terminated, Landlord may enter into a new lease of the Leased Property with Lender, or its designee (which designee and new lease does require the approval of Landlord, which approval shall not be unreasonably withheld). Said new lease shall: (i) be entered into at the reasonable cost of the new tenant, (ii) be effective as of the date of termination

of the Lease, (iii) be for the remainder of the term of the Lease, and (iv) be at the same rent and upon all the agreements, terms, covenants, and conditions of the Lease (including reversion of all personalty upon expiration of earlier termination of the new lease to Landlord). Upon execution of the new lease, the new tenant shall pay all sums that would then be due under the Lease but for the termination. Subject to the preceding sentence and other provisions of this paragraph, upon execution of the new lease, Landlord shall allow a new tenant.

19. Effective upon the commencement of the term of any new lease executed under section 18 above, all subleases shall be assigned and transferred without recourse by Landlord to the tenant under the new lease. All moneys on deposit with Landlord which Tenant would have been entitled to use but for the termination or expiration of the Lease may be used by the tenant under the new lease for purposes of and in accordance with its provisions. The new tenant shall thereafter indemnify and hold Landlord, its agents and employees harmless from and against any claims of such subtenants with regard to any deposits actually received by the new tenant.

20. The provisions of this agreement notwithstanding, nothing contained herein shall grant expand any rights granted to Tenant under the Lease.

21. Landlord has full power and authority to enter into and perform its agreements under this Agreement, and the person executing and delivering this Agreement on behalf of Landlord is fully and properly authorized to do so, and neither the execution, delivery or performance of its obligations under this Agreement is or could result in a violation of any applicable law, rule, regulation, statute, court order or other governmental pronouncement, or a default under any agreement or organizational document, to which Landlord is a signatory or by which its properties may be bound.

22. This agreement may be executed in one or more counterparts, or by the parties executing separate counterpart signature pages, including facsimiles transmitted by telecopier, all of which shall be deemed the original counterpart of this agreement.

23. Upon payment in full of all obligations due Lender secured by the mortgage given by Tenant to Lender on Tenant's interest in the Leased Property and Lease, and the satisfaction and termination of such mortgages, then this agreement shall terminate.

24. All notices, demands, or requests, and responses thereto, required or permitted to be given pursuant to this Agreement shall be in writing, shall be sent by United States mail, postage prepaid and registered or certified with return receipt requested, shall be deemed to have been properly given or served and shall be deemed effective as of the date of receipt or refusal indicated on such return receipt, and shall be addressed as follows:

If to Tenant:

STAFFORD AIRCRAFT SERVICES, LLC
1031 Stagecoach Road,
Alabaster, Alabama, 35007
Attn: Operating Manager

If to Landlord:

County Manager
Shelby County Commission
P.O. Box 467
Columbiana, Alabama, 35051
Fax No: (205) 669-3864

If to Lender:

THE BANK
17 North 20th Street,
Birmingham, Alabama, 35203
Attn: W. Paul Huckeba, Executive Vice President

or at such other single address in the United States as either party may by notice in writing designate.

25. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns.

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

TENANT:

STAFFORD AIRCRAFT SERVICES, LLC

By: Cherie Stafford

(Its Operating Manager)

LANDLORD:

COUNTY OF SHELBY

By: Alger Dorchuk

(Its As. Mgr.)

LENDER:

THE BANK

By: W. Paul Huckeba

(Executive Vice President)

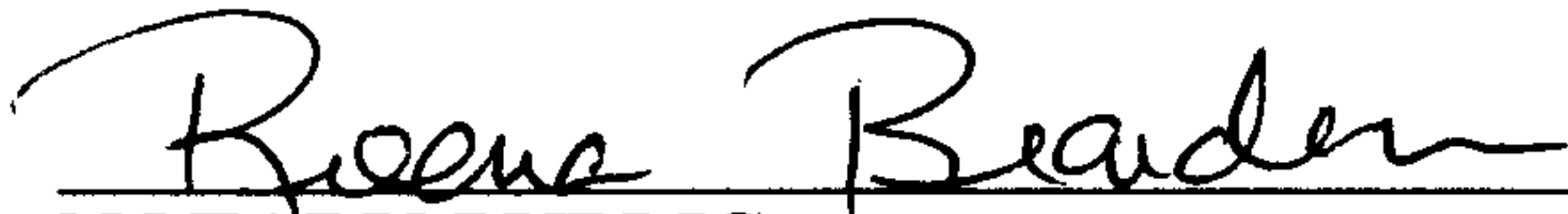
[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA
COUNTY OF SHELBY

ACKNOWLEDGEMENT OF TENANT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald F. Stafford, Jr, whose name as Operating Manager of STAFFORD AIRCRAFT SERVICES, LLC, a limited liability company, 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/she, as such manager, and with full authority, executed the same voluntarily, as an act of said company, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 28 day of June, 2004.




NOTARY PUBLIC
My Commission Expires: 7-16-04

STATE OF ALABAMA
COUNTY OF SHELBY

ACKNOWLEDGEMENT OF LANDLORD

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Alex Dudchack, whose name as County Manager of COUNTY OF SHELBY, 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/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in his/her capacity as aforesaid.

Given under my hand and official seal, this the 28 day of June, 2004.



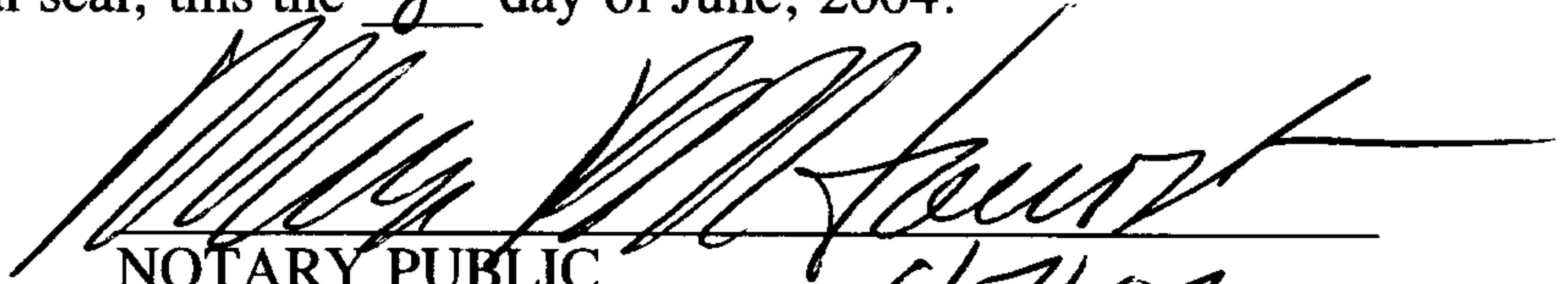
NOTARY PUBLIC
My Commission Expires: 7-16-04

STATE OF ALABAMA
SHELBY COUNTY

ACKNOWLEDGEMENT OF LENDER

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W. Paul Huckeba, whose name as Executive Vice President of THE BANK, 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/she, as such officer, and with full authority, executed the same voluntarily, as an act of said corporation, acting in its capacity as aforesaid.

Given under my hand and official seal, this the 8 day of June, 2004.



NOTARY PUBLIC
My Commission Expires: 6/7/07

EXHIBIT "A"

The Premises

Those certain parcels of real property located in the NE ¼ of Section 30, Township 21 South, Range 2 West, Huntsville Meridian, within the boundary of Shelby County, State of Alabama, and described on the survey attached hereto as Exhibit "B" and incorporated herein by this reference, together with an easement for ingress and egress to the property.

THIS INSTRUMENT PREPARED BY
William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
P.O. Box 11405
Birmingham, Alabama, 35202
(205) 328-4600

20040709000379230 Pg 8/8 32.00
Shelby Cnty Judge of Probate, AL
07/09/2004 10:05:00 FILED/CERTIFIED

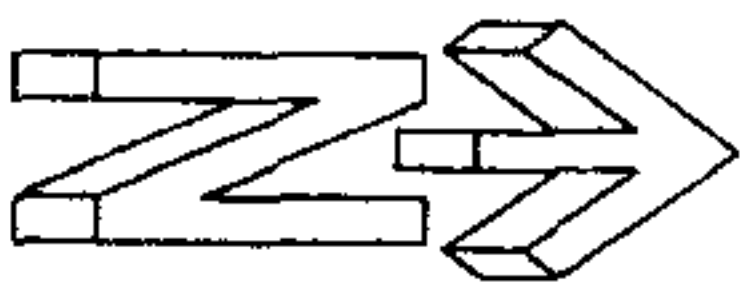
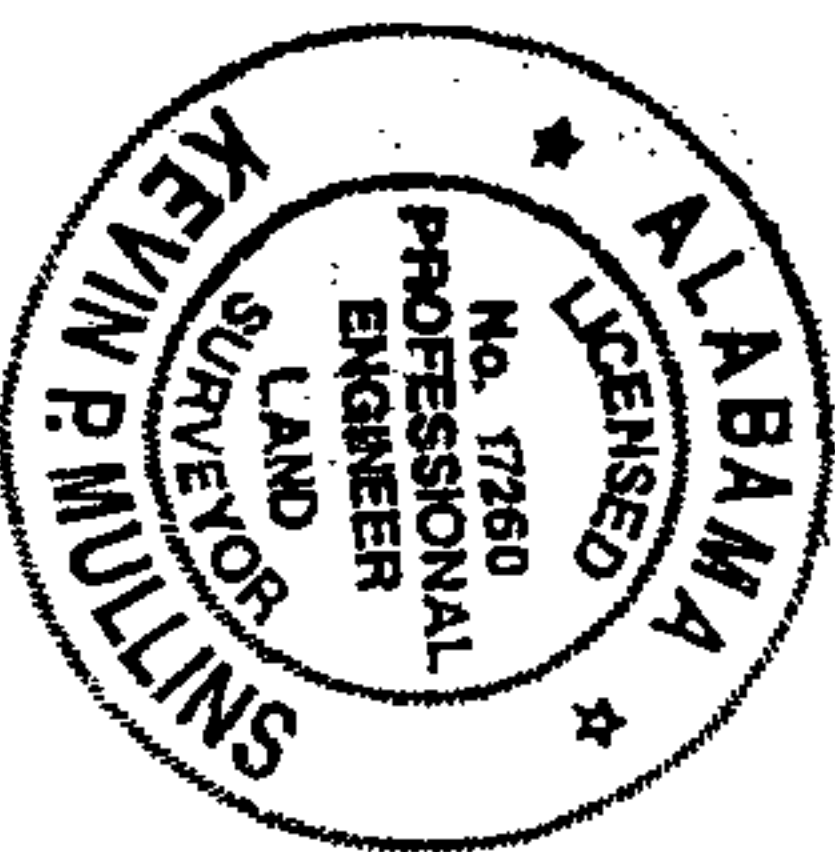
SHELBY COUNTY
SHELBY COUNTY AIRPORT
HANGAR SITE #1 TRACT 1C

A PART OF SECTION 30, TOWNSHIP 21 SOUTH RANGE 2 WEST OF THE HUNTSVILLE MERIDIAN, SHELBY COUNTY, BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT A 3 INCH DIAMETER PIPE FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 30, THENCE NORTH 67 DEGREES 15 MINUTES 32 SECONDS WEST 302.13 FEET TO A POINT ON THE WEST BOUNDARY LINE OF SHELBY COUNTY AIRPORT, THENCE ALONG SAID BOUNDARY LINE NORTH 22 DEGREES 16 MINUTES 01 SECONDS WEST 1483.94 FEET TO A *4 REBAR FOUND ON THE SAID WEST BOUNDARY, THENCE CONTINUING ALONG, WEST BOUNDARY OF SAID AIRPORT, THENCE 22 DEGREES 32 MINUTES 46 SECONDS WEST 3510.56 FEET TO A POINT, THENCE LEAVING SAID WEST BOUNDARY NORTH 67 DEGREES 46 MINUTES 52 SECONDS EAST 688.19 FEET TO A *5 REBAR WITH A CAP STAMPED "GARVER ENG CA#445" (TYPICAL) SET, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, THENCE NORTH 67 DEGREES 46 MINUTES 52 SECONDS EAST 80.00 FEET TO A *6 REBAR SET, THENCE SOUTH 22 DEGREES 13 MINUTES 08 SECONDS EAST 80.00 FEET TO A *5 REBAR SET, THENCE SOUTH 67 DEGREES 46 MINUTES 52 SECONDS WEST 80.00 FEET TO A *6 REBAR SET, THENCE NORTH 22 DEGREES 13 MINUTES 08 SECONDS WEST 80.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINING 6400.00 SQUARE FEET MORE OR LESS.

"I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF."

Kevin P. Mullins
KEVIN P. MULLINS, PLS/PD
AL LICENSE #17260

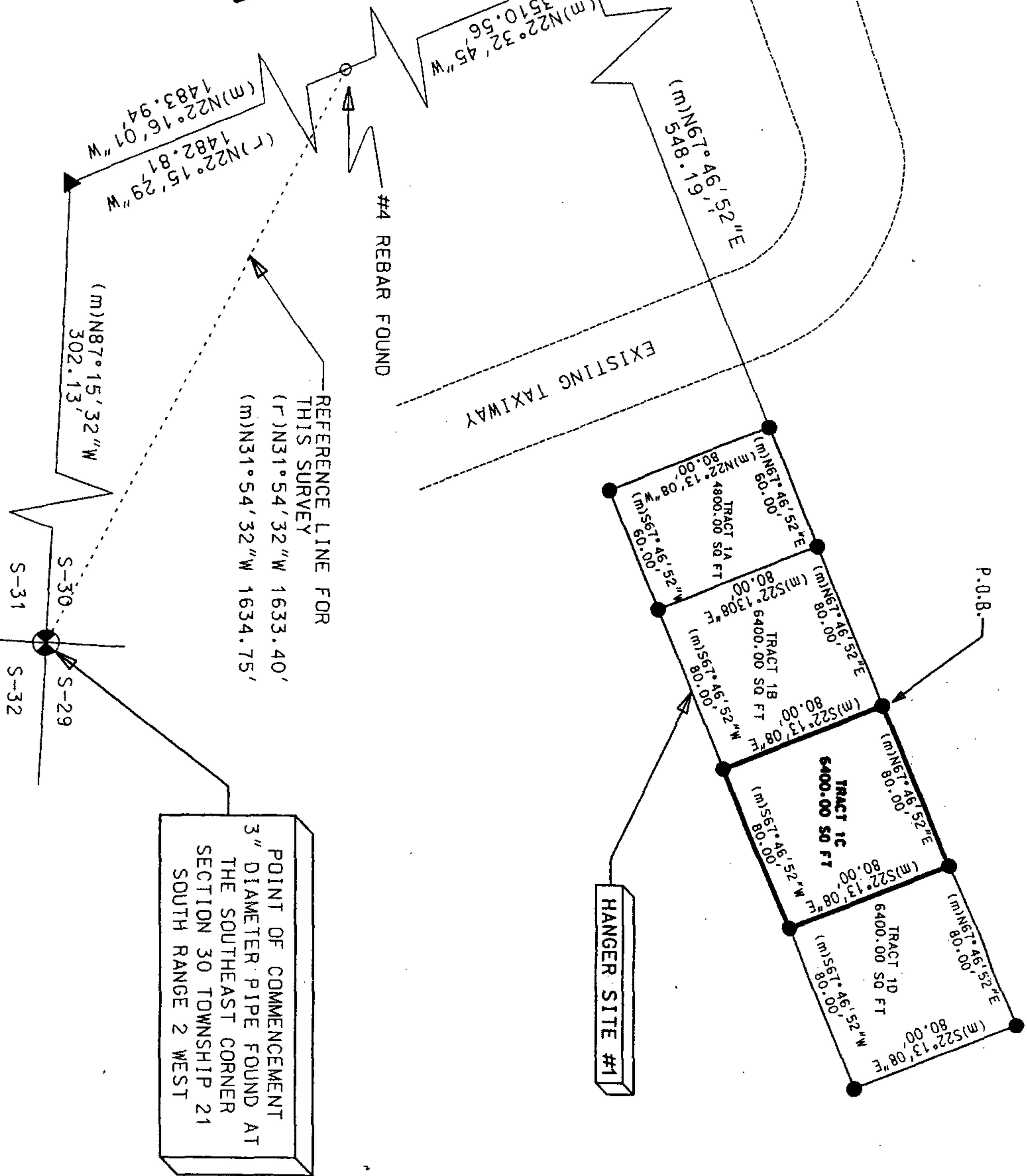


Scale 1" = 60'



BASES OF BEARING IS PER SHELBY COUNTY AIRPORT BOUNDARY SURVEY PLAT BY R.C. FARMER AND ASSOCIATES DATED 12/18/95

EXHIBIT "B"



LEGEND		KEY CLIFF: JUV		SHELBY COUNTY COMMISSION		BOUNDARY SURVEY		SCALE: 1" = 60'	
•	#5 REBAR WITH A CAP STAMPED "GARVER ENG CA #445"	▲	CALCULATED PROPERTY CORNER	DRUM BT: JED	SHELBY COUNTY AIRPORT	TRACT 1C	DATE OF FIELD SURVEY:	DATE: 23, MAY 02	SHEET NO.
(-)	PLAT RECORD BEARING AND DISTANCE			CHECKED BY: KPM	CALERA, ALABAMA		DECEMBER 12, 2001		1 OF 1
(m)	MEASURED BEARING AND DISTANCE								
O	CORNER MARKER FOUND TYPE DENOTED								
P.O.B.	POINT OF BEGINNING OF A DESCRIBED TRACT								

GARVERENGINEERS

218 Holmes Ave., N.E.
Huntsville, Alabama 35801
Phone: (256) 534-5512
Fax: (256) 534-5544

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