

9BH1532B

**RECORDING REQUESTED BY AND
AFTER RECORDING, RETURN TO:**

Capmark Finance Inc.
116 Welsh Road
Horsham, PA 19044
Attn: Executive Vice President – Servicing Administration

20100827000276360 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
08/27/2010 11:25:40 AM FILED/CERT

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

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

This Subordination, Non-Disturbance and Attornment Agreement ("**Agreement**"), is made as of this _____ day of November, 2008 among Wells Fargo Bank, N.A., not individually, but solely as Trustee for the Certificate Holders of Credit Suisse First Boston Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2005-C5 under that certain Pooling and Servicing Agreement dated as of November 1, 2005 ("Lender"), by and through Capmark Finance Inc., a California corporation, its Master Servicer under said Pooling and Servicing Agreement, River Place, L.L.C., an Alabama limited liability company ("**Landlord**"), and T-Mobile South LLC, a Delaware limited liability company ("**Tenant**").

Background

A. Lender is the owner and holder of a deed of trust or mortgage or other similar security instrument (either, the "Security Instrument"), covering, among other things, the real property commonly known and described as River Place Apartments, and further described on Exhibit "A" attached hereto and made a part hereof for all purposes, and the building and improvements thereon (collectively, the "Property").

B. Tenant is the lessee under that certain lease agreement between Landlord and Tenant dated November 4, 2008 ("**Lease**"), demising a portion of the Property described more particularly in the Lease ("**Leased Space**").

C. Landlord, Tenant and Lender desire to enter into the following agreements with respect to the priority of the Lease and Security Instrument.

NOW, THEREFORE, in consideration of the mutual promises of this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Subordination. Tenant agrees that the Lease, and all estates, options and rights created under the Lease, hereby are subordinated and made subject to the lien and effect of the Security Instrument, as if the Security Instrument had been executed and recorded prior to the Lease.

2. Nondisturbance. Lender agrees that no foreclosure (whether judicial or nonjudicial), deed-in-lieu of foreclosure, or other sale of the Property in connection with enforcement of the Security Instrument or otherwise in satisfaction of the underlying loan shall operate to terminate the Lease or Tenant's rights thereunder to possess and use the leased space provided, however, that (a) the term of the Lease has commenced, (b) Tenant is in possession of the premises demised pursuant to the Lease, and (c) the Lease is in full force and effect and no uncured default exists under the Lease.

3. Attornment. Tenant agrees to attorn to and recognize as its landlord under the Lease each party acquiring legal title to the Property by foreclosure (whether judicial or nonjudicial) of the Security Instrument, deed-in-lieu of foreclosure, or other sale in connection with enforcement of the Security Instrument or otherwise in satisfaction of the underlying loan ("**Successor Owner**"). Provided that the conditions set forth in Section 2 above are met at the time Successor Owner becomes owners of the Property, Successor Owner shall perform all obligations of the landlord under the Leases arising from and after the date title to the Property was transferred to Successor Owner. In no event, however, will any Successor Owner be: (a) liable for any default, act or omission of any prior landlord under the Lease,

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(except that Successor Owner shall not be relieved from the obligation to cure any defaults which are non-monetary and continuing in nature, and such that Successor Owner's failure to cure would constitute a continuing default under the Lease); (b) subject to any offset or defense which Tenant may have against any prior landlord under the Lease; (c) bound by any payment of rent or additional rent made by Tenant to Landlord more than 30 days in advance; (d) bound by any modification or supplement to the Lease, or waiver of Lease terms, made without Lender's written consent thereto; (e) liable for the return of any security deposit or other prepaid charge paid by Tenant under the Lease, except to the extent such amounts were actually received by Lender; (f) liable or bound by any right of first refusal or option to purchase all or any portion of the Property; or (g) liable for construction or completion of any improvements to the Property or as required under the Lease for Tenant's use and occupancy (whenever arising). Although the foregoing provisions of this Agreement are self-operative, Tenant agrees to execute and deliver to Lender or any Successor Owner such further instruments as Lender or a Successor Owner may from time to time request in order to confirm this Agreement. If any liability of Successor Owner does arise pursuant to this Agreement, such liability shall be limited to Successor Owner's interest in the Property.

4. Rent Payments; Notice to Tenant Regarding Rent Payments. Tenant agrees not to pay rent more than one (1) month in advance unless otherwise specified in the Lease. After notice is given to Tenant by Lender that Landlord is in default under the Security Instrument and that the rentals under the Lease should be paid to Lender pursuant to the assignment of leases and rents granted by Landlord to Lender in connection therewith, Tenant shall thereafter pay to Lender all rent and all other amounts due or to become due to Landlord under the Lease, and Landlord hereby expressly authorizes Tenant to make such payments to Lender upon reliance on Lender's written notice (without any inquiry into the factual basis for such notice or any prior notice to or consent from Landlord) and hereby releases Tenant from all liability to Landlord in connection with Tenant's compliance with Lender's written instructions.

5. Lender Opportunity to Cure Landlord Defaults. Tenant agrees that, until the Security Instrument is released by Lender, it will not exercise any remedies under the Lease following a Landlord default without having first given to Lender (a) written notice of the alleged Landlord default and (b) the opportunity to cure such default within the time periods provided for cure by Landlord, measured from the time notice is given to Lender. Tenant acknowledges that Lender is not obligated to cure any Landlord default, but if Lender elects to do so, Tenant agrees to accept cure by Lender as that of Landlord under the Lease and will not exercise any right or remedy under the Lease for a Landlord default. Performance rendered by Lender on Landlord's behalf is without prejudice to Lender's rights against Landlord under the Security Instrument or any other documents executed by Landlord in favor of Lender in connection with the Loan.

6. Miscellaneous.

(a) Notices. All notices under this Agreement will be effective only if made in writing and addressed to the address for a party provided below such party's signature. A new notice address may be established from time to time by written notice given in accordance with this Section. All notices will be deemed received only upon actual receipt.

(b) Entire Agreement; Modification. This Agreement is the entire agreement between the parties relating to the subordination and nondisturbance of the Lease, and supersedes and replaces all prior discussions, representations and agreements (oral and written) with respect to the subordination and nondisturbance of the Lease. This Agreement controls any conflict between the terms of this Agreement and the Lease. This Agreement may not be modified, supplemented or terminated, nor any provision hereof waived, unless by written agreement of Lender and Tenant, and then only to the extent expressly set forth in such writing.

(c) Binding Effect. This Agreement binds and inures to the benefit of each party hereto and their respective heirs, executors, legal representatives, successors and assigns, whether by voluntary action of the parties or by operation of law. If the Security Instrument is a deed of trust, this Agreement is entered into by the trustee of the Security Instrument solely in its capacity as trustee and not individually.

(d) Unenforceability. Any provision of this Agreement which is determined by a government body or court of competent jurisdiction to be invalid, unenforceable or illegal shall be ineffective only to the extent of such holding and shall not affect the validity, enforceability or legality of any other provision, nor shall such determination apply in any circumstance or to any party not controlled by such determination.


(e) Construction of Certain Terms. Defined terms used in this Agreement may be used interchangeably in singular or plural form, and pronouns cover all genders. Unless otherwise provided herein, all days from performance shall be calendar days, and a "**business day**" is any day other than Saturday, Sunday and days on which Lender is closed for legal holidays, by government order or weather emergency.

(f) Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located (without giving effect to its rules governing conflicts of laws).

(g) **WAIVER OF JURY TRIAL. TENANT, AS AN INDUCEMENT FOR LENDER TO PROVIDE THIS AGREEMENT AND THE ACCOMMODATIONS TO TENANT OFFERED HEREBY, HEREBY WAIVES ITS RIGHT, TO THE FULL EXTENT PERMITTED BY LAW, AND AGREES NOT TO ELECT, A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT.**

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together constitute a fully executed agreement even though all signatures do not appear on the same document. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their respective obligations hereunder.

[Signatures on Next Page]

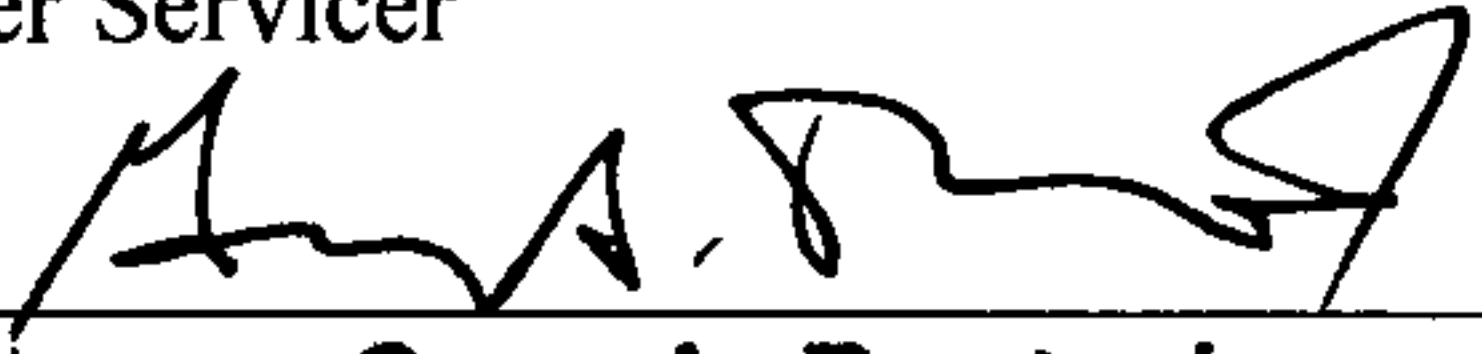

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IN WITNESS WHEREOF, this Agreement is executed this ___ day of September, 2008.

LENDER:

Wells Fargo Bank, N.A. as Trustee for the
Registered Holders of Credit Suisse First Boston
Mortgage Securities Corp., Commercial Mortgage
Pass-Through Certificates, Series 2005-C5

By: Capmark Finance Inc.,
its Master Servicer

By: 
Name: Gary A. Routzahn
Title: Vice President, Manager

Lender Notice Address:

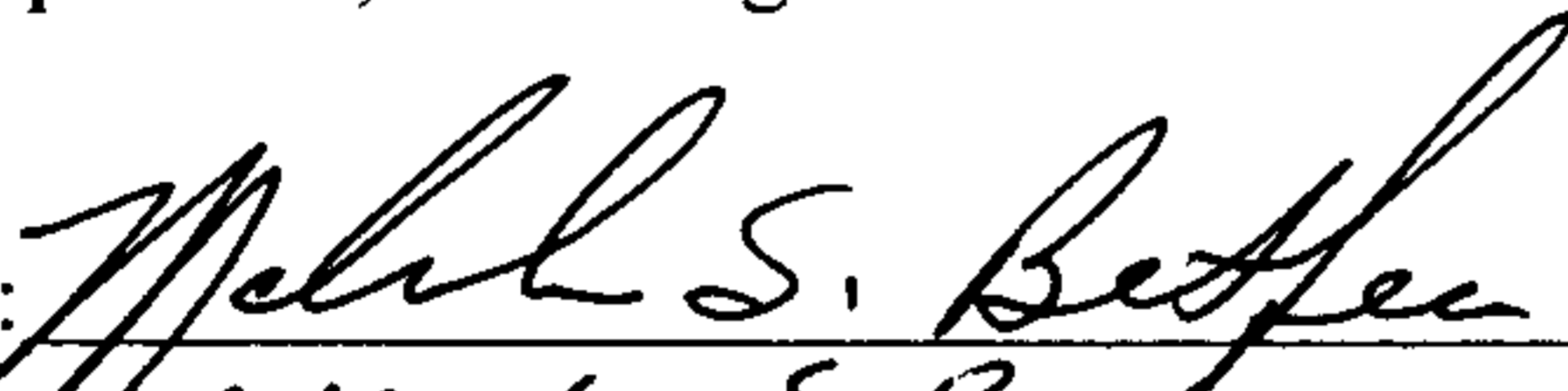
Wells Fargo Bank, N.A. as Trustee for the
Registered Holders of Credit Suisse First Boston
Mortgage Securities Corp., Commercial Mortgage
Pass-Through Certificates, Series 2005-C5
c/o Capmark Finance Inc.
116 Welsh Road
Horsham, PA 19044
Attn: Executive Vice President – Servicing Administration

LANDLORD:

River Place, L.L.C., an Alabama limited liability company

By: Engel Properties, L.L.C., an Alabama limited
liability company, its Manager

By: Engel Realty Company, Inc., an Alabama
Corporation, its Manager

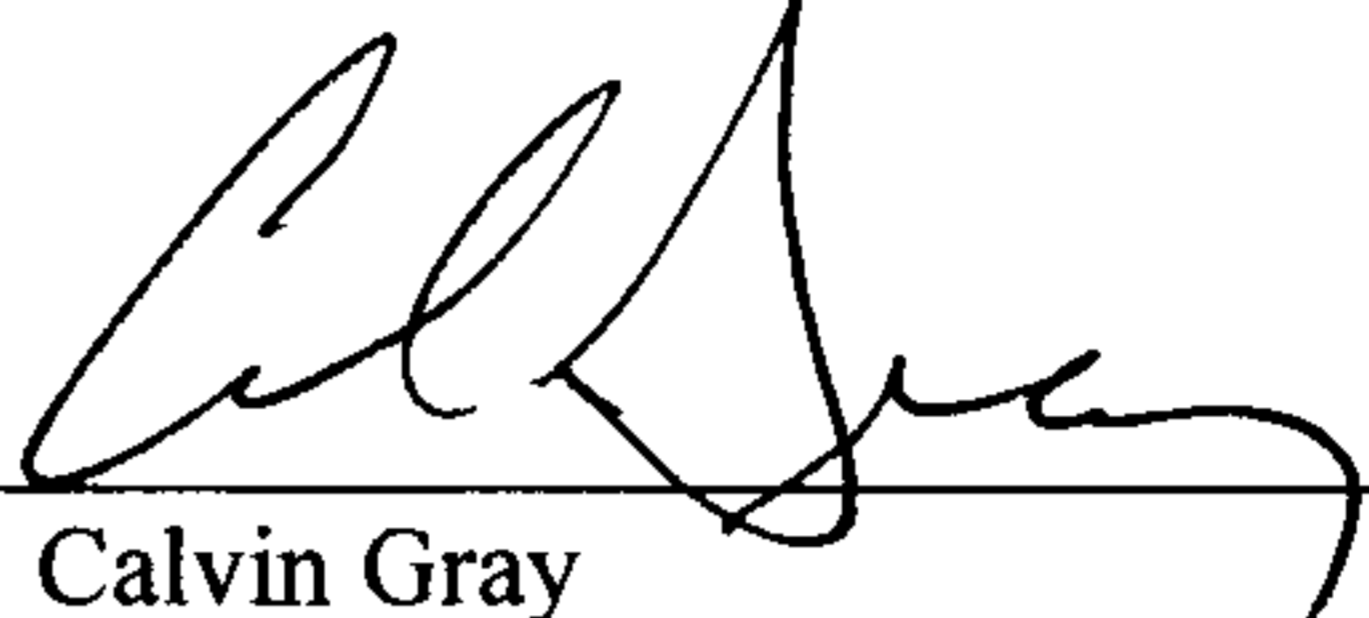
By: 
Name: MALCOLM S. Berhee
Title: SENIOR VP

Landlord Notice Address:

River Place, L.L.C.
c/o Engel realty Co., L.L.C.
951 18th Street South
Birmingham, AL 35205

TENANT:

T-Mobile South LLC, a Delaware limited liability
company


By: 
Name: Calvin Gray
Title: Area Director, Engineering & Operations

Tenant Notice Address:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator

With a copy to:

T-Mobile South LLC
31 Inverness Center Parkway, Suite 600
Birmingham, AL 35242
Attn: Lease Administration Manager


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Notary Acknowledgement for Lender:

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Commonwealth of Pennsylvania

:
:SS
:

County of Montgomery

November

On this, the 12 day of ~~September~~, 2008, before me, the undersigned Notary Public, personally appeared Gary A. Routzahn known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and who acknowledged to me that he is an officer of Capmark Finance Inc. in the capacity stated and that he executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Christopher S. Hauck
Notary Public

{seal}

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

CHRISTOPHER S. HAUCK, Notary Public
Horsham Twp., Montgomery County
My Commission Expires November 17, 2009

Notary Acknowledgement for Tenant:

State of

Alabama

:
:SS
:

County of

Shelby

On this, the 31st day of ~~September~~ ^{October}, 2008, before me, the undersigned Notary Public, personally appeared Calvin Gray, Area Director, Engineering & Operations for T-Mobile South LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and who acknowledged to me that he is an officer of the Tenant in the capacity stated and that he executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jacquelyn Kristi Anderson
Notary Public
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 1, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

{seal}

Notary Acknowledgement for Landlord:

State of

Alabama

:
:SS
:

County of

Jazzarson
November

On this, the 4 day of ~~September~~, 2008, before me, the undersigned Notary Public, personally appeared *Malcolm S. Beedea* known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and who acknowledged to me that he/she is an officer of the Landlord in the capacity stated and that he/she executed the within instrument in such capacity for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Sherry Sears
Notary Public
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 16, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

{seal}

Exhibit "A"
(Legal Description of the Property)

PARCEL I:

SHELBY COUNTY JUDGE OF PROBATE
006 AB 977.00

A Tract of land situated in the NW 1/4 of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, said tract being part of Block 2 of Altadena Park, as recorded in Map Book 5, Page 73, part of Lot 1, Butte Woods Ranch Addition to Altadena Valley as recorded in Map Book 5, Page 1, all recorded in the Probate Office of Shelby County, Alabama, said tract of land more particularly described as follows:

Commence at the Southwest corner of the NE 1/4, NW 1/4 of said Section 3, and run thence Easterly along the South line thereof 69.02 feet; thence turn 69 degrees, 30 minutes, 50 seconds right and run Southeasterly 96.27 feet to the point of beginning, said point being on the Northerly line of Lot 1 of said Altadena Park; thence turn 90 degrees, 00 minutes left and run Northeasterly 240.0 feet to the Northern most corner of said Lot 1; thence turn 90 degrees, 58 minutes, 45 seconds right and run Southeasterly 149.79 feet to the Southeast corner of said Lot 1; thence turn 6 degrees, 16 minutes, 15 seconds right and run Southeasterly along the Easterly line of Lot 2 of said subdivision 144.94 feet to the most Easterly corner of Lot 2; thence turn 7 degrees, 01 minutes, 15 seconds right and run Southerly along the Easterly line of Lot 3 of said subdivision for 57.52 feet to a point on last said lot line; thence turn 106 degrees, 56 minutes, 15 seconds left and run Northeasterly 128.13 feet; thence turn 84 degrees, 50 minutes right and run Southeasterly for 195.0 feet; thence turn 20 degrees, 59 minutes, 30 seconds left and run Southeasterly for 333.22 feet; thence turn 52 degrees, 39 minutes, 30 seconds left and run Easterly for 150.0 feet; thence turn 90 degrees left and run Northerly for 600.14 feet; thence turn 41 degrees, 00 minutes right and run Northeasterly for 300.00 feet; thence turn 14 degrees, 00 minutes left and run Northeasterly for 125.0 feet; thence turn 25 degrees, 00 minutes left and run Northerly for 170.0 feet; thence turn 87 degrees, 58 minutes, 40 seconds right and run Easterly for 137.41 feet to a point on the East line of the NE 1/4 of NW 1/4, Section 3, Township 19 South, Range 2 West; thence turn left 90 degrees and run Northerly along said 1/4-1/4 line for 270 feet, more or less, to the Westerly bank of the Calaba River; thence run Northerly and Westerly along the Southwest bank of said river 1400 feet, more or less, to the West line of the NE 1/4 of the NW 1/4 of said Section 3, said point also being on the Easterly line of Lot 1 of said Butte Woods Ranch Addition to Altadena Valley, thence run Northerly along last said 1/4-1/4 section line and said lot line for 90 feet, more or less, to the Northeasterly corner of said Lot 1; thence turn left and run Westerly along the Northerly line of said Lot 1 for 240 feet, more or less, to the Northwest corner of said Lot 1; thence turn left and run Southwesterly and along the Easterly right of way line of Caldwell Mill Road for 425 feet, more or less, thence turn left 31 degrees, 45 minutes and run Southeasterly for 67.96 feet; thence turn left 31 degrees, 45 minutes and run Southeasterly along the new Northeasterly right of way line of Old Caldwell Mill Road for 231.58 feet to the beginning of a curve to the right having a radius of 263.05 feet; thence continue Southeasterly and along said right of way line and along the arc of said curve 162.13 feet to the end of said curve; thence continue Southeasterly on a course tangent to said curve, and along said right of way line 245.3 feet to the point of beginning. Situated in Shelby County, Alabama.



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