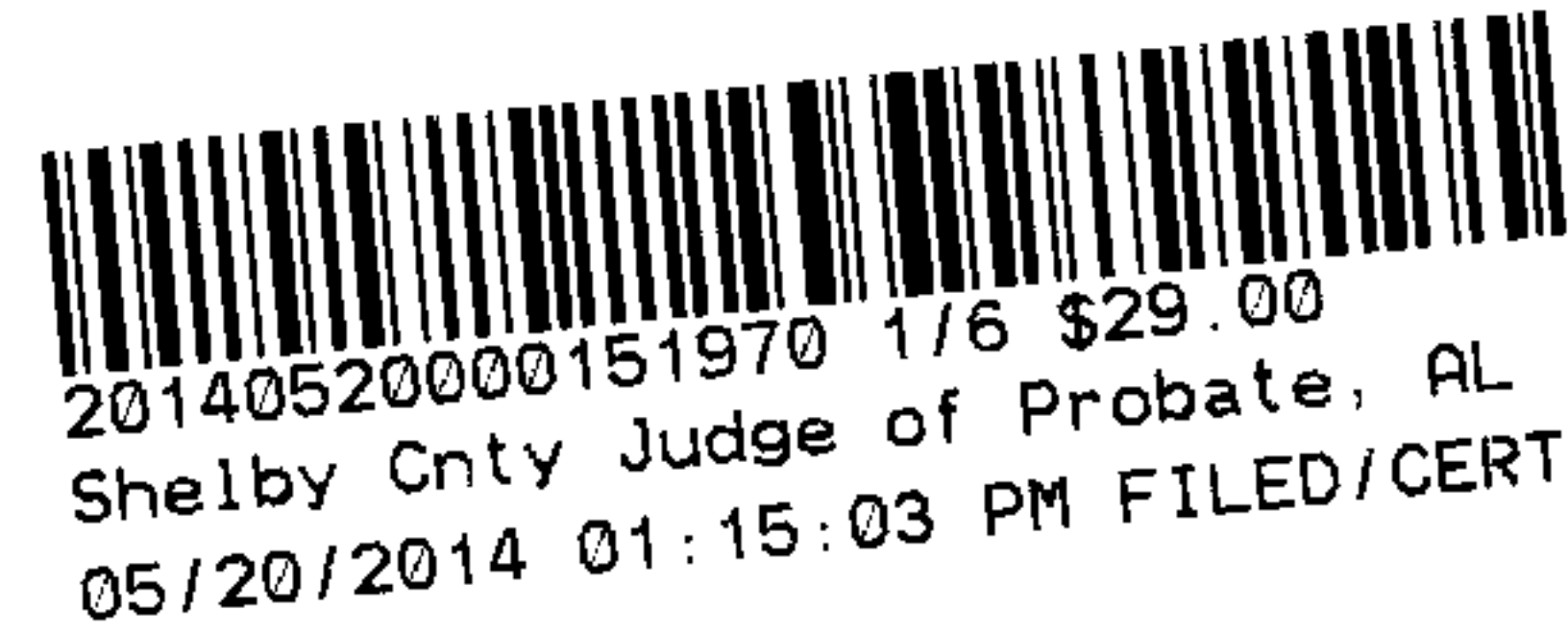


Prepared by and Return to:

Rosenberg & Clark, LLC
400 Poydras Street, Suite 1680
New Orleans, LA 70130
Attn: Staci A. Rosenberg
(504) 620-5400

Cell Site No: _____
Cell Site Name: Westover
Fixed Asset Number: 12919737
State: Alabama
County: Shelby



SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement"), dated as of the date below, between First Educators Credit Union, a _____ having a mailing address of 1810 Merchants Drive, Birmingham, AL 35244, (hereinafter called "**Mortgagee**") and Chet Daniel Acker, a married person, having a mailing address of 126 Shore Front Lane, Wilsonville, AL 35186 ("**Landlord**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, 13-F West Tower, Atlanta, GA 30324 ("**Tenant**").

WITNESSETH:

WHEREAS, Tenant has entered into a certain lease dated April 16, 2014, (the "**Lease**") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Premises**"); and

WHEREAS, Landlord has given to Mortgagee a mortgage (the "**Mortgage**") upon property situated in Shelby County, State of Alabama ("**Property**"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the Property is in the original principal sum of Eighty Five Thousand and no/100 Dollars (\$85,000.00), which Mortgage has been recorded under instrument number 20120910000342060 on September 10, 2012 in the appropriate public office in and for Shelby County, Alabama ("**Mortgage**"); and

WHEREAS, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year, etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to Section 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.


[SIGNATURES APPEAR ON THE NEXT PAGE]



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Shelby Cnty Judge of Probate, AL
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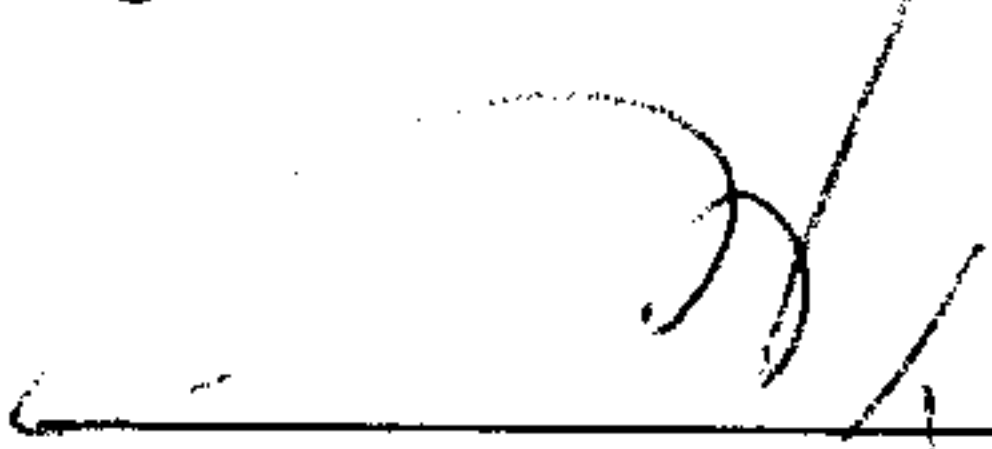
IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD:


Chet Daniel Acker
Date: 4-7-2014

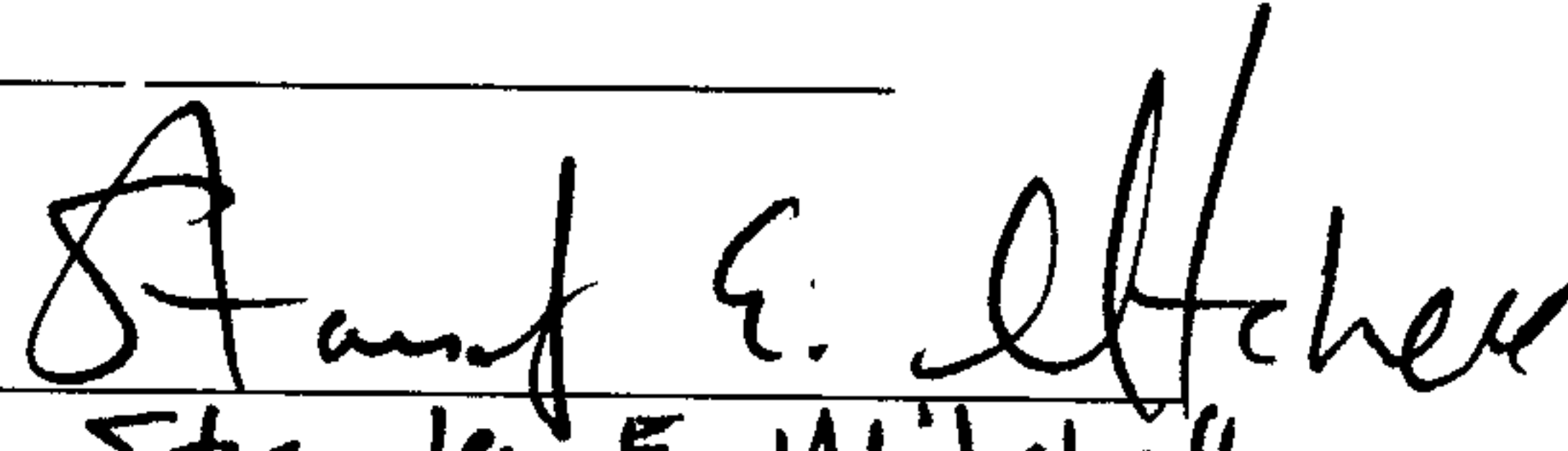
TENANT:


New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: 
Name: June P. [unclear]
Title: Senior Mgr. CRE
Date: 4.16.14

MORTGAGEE:

First Educators Credit Union,
a _____

By: 
Name: Stanley E. Mitchell
Title: Loan Manager
Date: 4-9-2014

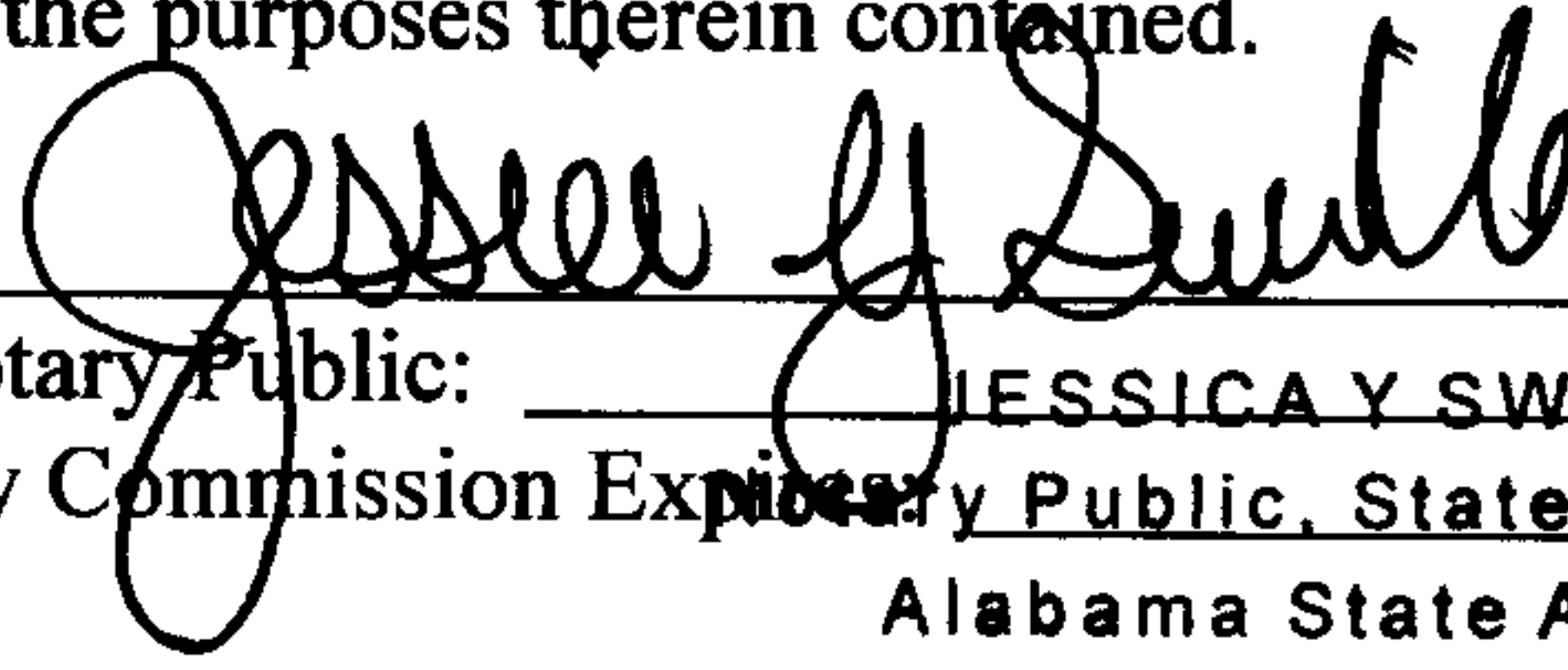

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ACKNOWLEDGEMENTS

LANDLORD

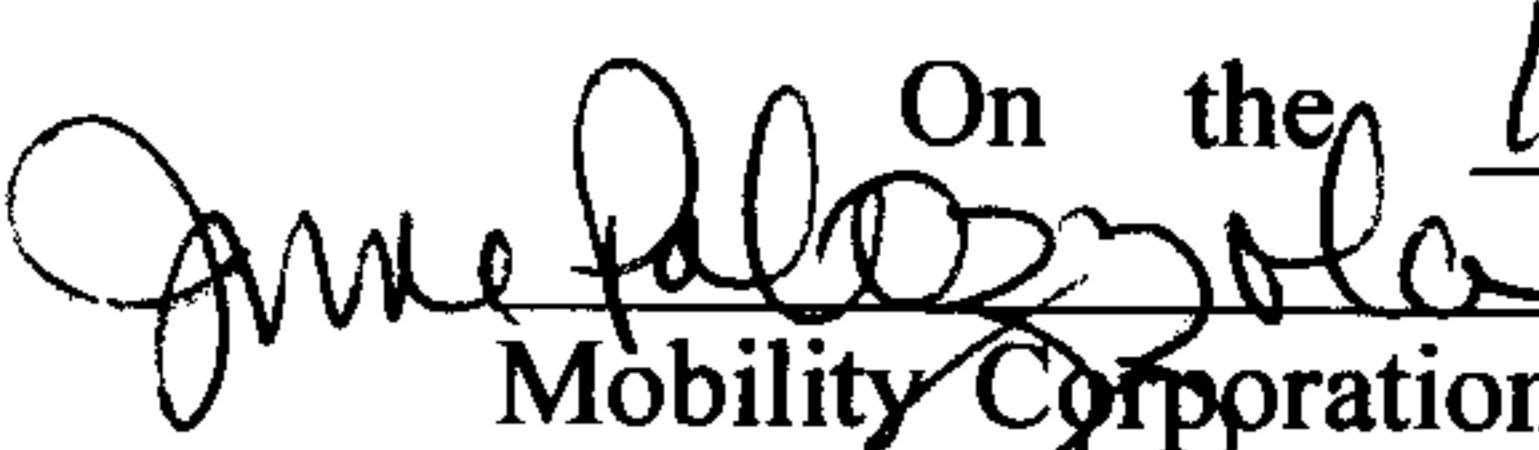
STATE OF Alabama)
COUNTY OF Jefferson) ss:

On the 9th day of April, 2014, before me, personally appeared Chet Daniel Acker, who acknowledged under oath, that he is the person named in the within instrument, and that he executed the same in his stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.


Notary Public: JESSICA Y SWINDLE
My Commission Expires: July 23, 2016
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
July 23, 2016

TENANT

STATE OF NC)
COUNTY OF Wake) ss:

 On the 16th day of April, 2014, before me, personally appeared Area Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

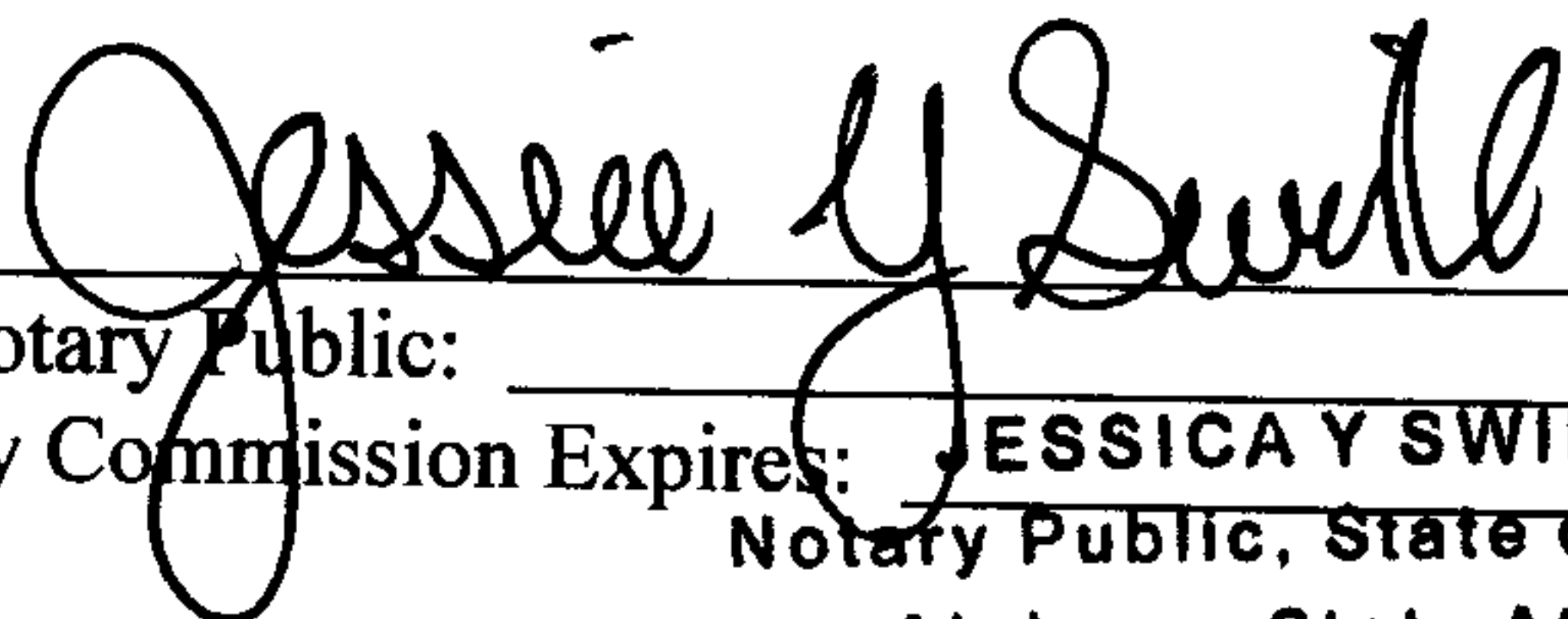
AMY CORDRY
Notary Public, North Carolina
Wake County
My Commission Expires
April 23, 2018


Notary Public: Amy Cordry
My Commission Expires: 04/23/2018

MORTGAGEE

STATE OF Alabama)
COUNTY OF Jefferson) ss:

On the 9th day of April, 2014 before me, personally appeared Stanley E. Mitchell who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Mortgagee for the purposes therein contained.


Notary Public: JESSICA Y SWINDLE
My Commission Expires: July 23, 2016
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
July 23, 2016


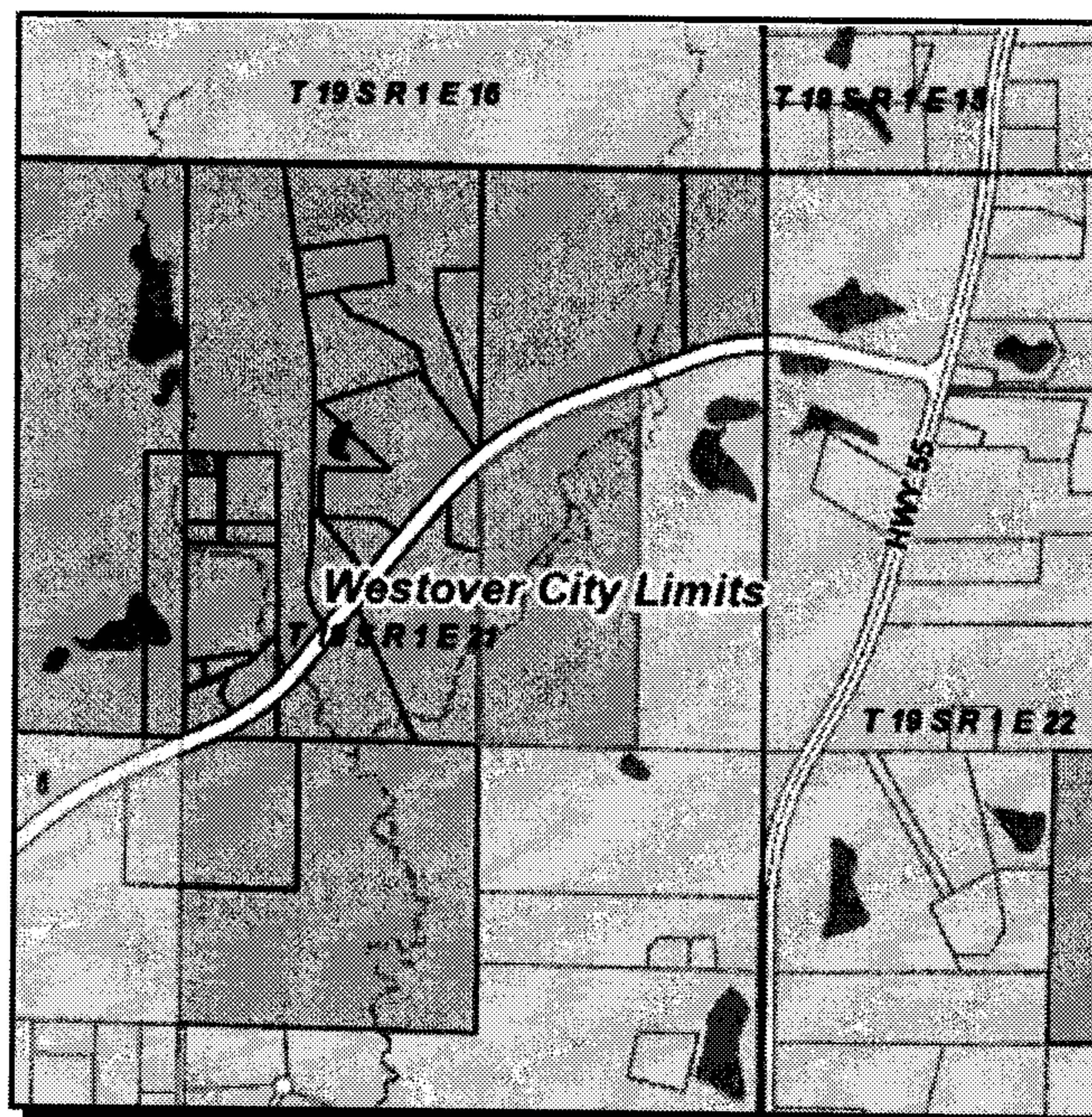

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Shelby Cnty Judge of Probate, AL
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EXHIBIT 1
Page 1 of 2
DESCRIPTION OF PREMISES

The Property is legally described as follows:

Property Information: 08 5 21 0 001 016.000

Year: 2013



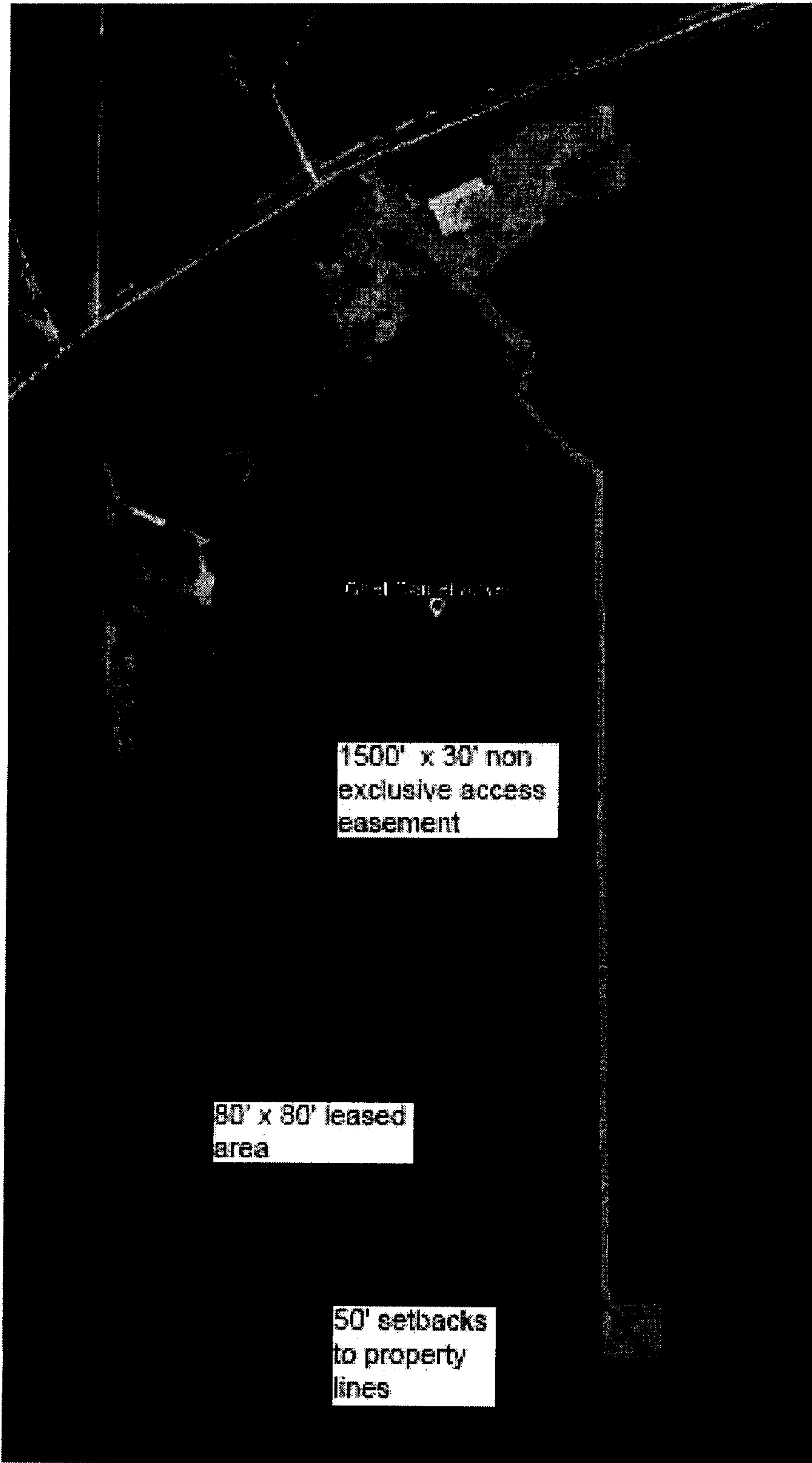
owner information							
name 1	name 2	address 1	address 2	city	state	zip	
ACKER CHET		126 SHORE FRONT		WILSONVILL	AL	35186	
DANIEL		LANE		E			
subdivision name	primary lot	secondary lot	block	section	township	range	
			000	21	19S	01E	
map book	map page	lot dimension 1	lot dimension 2	acres	square feet		
0	0	0.00	0.00	25.00	1,089,000.00		

description

E1/2 OF NE1/4 SEC21 T19S R1E SOF PUMPKIN SWAMP RD EXC E 625.65'

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Shelby Cnty Judge of Probate, AL
05/20/2014 01:15:03 PM FILED/CERT

The Premises is legally described as follows:



RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

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Shelby Cnty Judge of Probate, AL
05/20/2014 01:15:03 PM FILED/CERT