

DRAWN BY AND MAIL TO:
SMITH HELMS MULLISS & MOORE, L.L.P.
214 North Church Street
Charlotte, North Carolina 28202

FORSYTH CO, NC 148 FEE: \$ 18.00
PRESENTED & RECORDED: 09/09/1997 4:25PM
DICKIE C. WOOD REGISTER OF DEEDS BY: HODDVA

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), is made and entered into this 10TH day of JUNE, 1996, by and among The Secretary of ~~the Department of~~ Housing and Urban Development of the United States ("Mortgagee"); FALCON POINTE LIMITED PARTNERSHIP, a Virginia limited partnership having its principal office in Roanoke, Virginia ("Landlord"); and AT&T WIRELESS PCS, INC., a Delaware corporation, acting by and through its agent Wireless PCS, Inc., a Delaware corporation having an office at 2223 Executive Street, Charlotte, North Carolina 28208 (hereinafter called "Tenant").

W I T N E S S E T H:

WHEREAS, Tenant and Landlord have entered into a certain lease dated April 30, 1996 (the "Lease"), covering property more fully described in Exhibit 1 attached hereto and made a part hereof (the "Leased Premises"); and

WHEREAS, Landlord has conveyed to Larry J. Parker, as trustee, for the benefit of Mortgagee a deed of trust mortgage (the "Mortgage") upon property located at the intersection of Penny Lane and Falcon Point Drive, Forsyth County, Southfork Township, North Carolina (the "Property"), a part of which Property contains the Leased Premises;

WHEREAS, the Mortgage secures the indebtedness of Landlord to Mortgagee in the original principal sum of One Million Two Hundred Forty-Two Thousand Six Hundred Thirty-Nine and 71/100 Dollars (\$1,242,639.71) and has been recorded at Book 1715, Page 1893, in the real estate records of Forsyth County, North Carolina;

WHEREAS, Tenant desires to be assured of continued occupancy of the Leased 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 shall remain in full force and effect, the Lease is and shall be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Leased Premises forms a part (but not Tenant's trade fixtures and other personal

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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 Leased Premises, whether as mortgagee-in-possession or by deed in lieu of foreclosure, foreclosure of the Mortgage or other measures, Mortgagee agrees that in the exercise of its rights, Mortgagee shall not affect or disturb Tenant's right to possession of the Leased Premises or any of the Tenant's other rights under the Lease 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. Should Mortgagee succeed to the interest of Landlord or any successor of Landlord under the Lease and/or to title to the Leased Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease. From and after the occurrence of such event, Mortgagee and Tenant shall have the same remedies for the breach of any provision of the Lease that Tenant and Landlord had before Mortgagee succeeded to Landlord's interest; provided, however, that Mortgagee shall 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 one month in advance to any prior landlord (including Landlord).

4. In the event that any other party acquires title to or the right to possession of the Leased Premises upon the foreclosure of the Mortgage, or upon the sale of the Leased 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 shall remain bound under the Lease so long as the new owner is bound thereunder (subject to Paragraph 3 above).

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 shall acquire no interest in any towers, cables, equipment 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 towers, cables, equipment 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 shall be binding upon and shall inure to and benefit the respective successors and assigns of the parties hereto and any assignees or subtenants of Tenant which are permitted under the Lease. As used herein, the term "Mortgagee" shall be deemed to include any person or entity which directly or indirectly acquires title to or the right to possession of the Leased Premises by, through or under Mortgagee and/or the Mortgagee.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed under seal this 10TH day of JUNE, 1996.

TENANT:

AT&T WIRELESS PCS, INC.

By: Wireless PCS, Inc., Its Agent

By: William Goddard (SEAL)
Site Development Manager

MORTGAGEE:

THE SECRETARY OF ~~THE DEPARTMENT OF~~
HOUSING AND URBAN DEVELOPMENT OF THE
UNITED STATES

ATTEST:

Secretary

[CORPORATE SEAL]

By: Don M. [Signature]
Title: Director,
Multifamily Division

[Landlord Signature Page Follows Notary Acknowledgments
for Tenant and Mortgagee]

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STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, Rebecca L. Coulter, a Notary Public, do hereby certify that WILLIAM GODDARD personally appeared before me this day and acknowledged that he is the Site Development Manager of WIRELESS PCS, INC., which is the agent for AT&T WIRELESS PCS, INC., a Delaware corporation, and that by authority duly given, and as the act of the Wireless PCS, Inc. for and on behalf of AT&T Wireless PCS, Inc., the foregoing instrument was signed in its name by him as its Site Development Manager.

WITNESS my hand and official seal this 10 day of June, 1996.

Rebecca L. Coulter
Notary Public

My Commission Expires:
My Commission Expires October 10, 2000

[NOTARIAL SEAL/STAMP]



STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

On JANUARY 17, 1997, before me personally appeared Dan McCaless, Jr., who is personally well known to me and known to be the duly appointed Director, Multifamily Division, North Carolina State Office, Department of Housing and Urban Development, and the person who executed the foregoing instrument by virtue of the authority vested in him by 59 FR 62739, and acknowledged to me that he executed it as Director, Multifamily Division, North Carolina State Office, Department of Housing and Urban Development, for and on behalf of the Secretary of Housing and Urban Development.

Witness my hand and official seal.

SHIRLEY S. LONG
NOTARY PUBLIC
GUILFORD COUNTY, NC
COM. EXPIRES 11/7/99

Shirley S. Long
Notary Public

My Commission Expires: Nov. 7, 1999

[See Next Page For Counterpart Signature Page of Landlord]

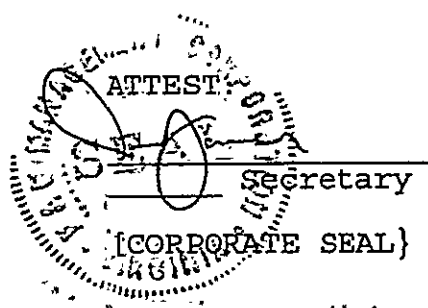
Landlord Counterpart Signature Page

LANDLORD:

FALCON POINTE LIMITED PARTNERSHIP (SEAL)

By: F&W Management Corporation, its General Partner

By: [Signature]
President

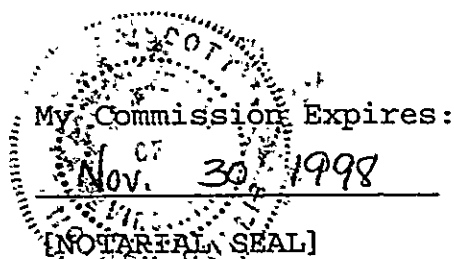


STATE OF Virginia
COUNTY OF Roanoke

I, Janet Scott, a Notary Public for said County and State, do hereby certify that Dan N. Joiner, personally appeared before me this day and acknowledged that he/she is the Secretary of F&W MANAGEMENT CORPORATION, a Virginia corporation, (the "Corporation") which is a General Partner in FALCON POINTE LIMITED PARTNERSHIP, a Virginia limited partnership (the "Partnership") and that by authority duly given, and as the act of the Corporation as the General Partner of the Partnership, the foregoing instrument was signed in the Corporation's name by its President, sealed with its corporate seal, and attested by him/her as its Secretary on behalf of the Partnership.

WITNESS my hand and notarial seal, this 5th day of Sept., 1997.

Janet Scott
Notary Public



STATE OF NC - FORSYTH CO
The foregoing certificate of Rebecca L. Coulter and Shirley S. Long, Janet Scott NP(s) 5
is certified to be correct this the 9th day of Sept, 1997
Dickie C. Wood, Register of Deeds by: [Signature] Assoc/Deputy

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EXHIBIT 1

Two tracts or parcels of land in Forsyth County, North Carolina, in Southfork Township, and described as follows:

All those two certain tracts of parcels of land located at the intersection of Penny Lane and Falcon Point Drive, one tract containing 4.7624 acres, and one tract containing 13.7113 acres, all as more fully shown on a "Map for Falcon Point Phase One" prepared by Richard Howard, dated June 19, 186, and recorded in Plat Book 31, Page 39, in the office of the Register of Deeds for Forsyth County, North Carolina.