

This instrument prepared by :
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P. O. Box 55727
Birmingham, Alabama 35255-5727

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS AGREEMENT made effective as of the 30th day of SEPTEMBER, 2005, by and among:

BANK: Colonial Bank, N.A.
2501 20th Place South (35223)
P. O. Box 1887
Birmingham, Alabama 35201-1887

LESSEE: Crown Castle GT Company LLC
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

and

OWNER: Frank A. Paduch
418 Windchase Way
Birmingham, Alabama 35242

WHEREAS:

(1) Frank A. Paduch ("Owner") is the owner of the property described in Exhibit A attached hereto and incorporated herein by reference (the "Property");

(2) Colonial Bank, N.A. ("Bank") has made a loan (the "Loan") to KFP, Inc., an Alabama corporation (the "Borrower"), and such Loan is secured by an Accommodation Mortgage and Security Agreement on the Property in favor of Bank dated April 27, 2005, and recorded on April 28, 2005, in Document No. 20050428000203450 in the Office of the Judge of Probate of Shelby County, Alabama (as amended from time to time, the "Mortgage");

(3) By Lease dated SEPTEMBER 19, 2005 (the "Lease"), the Owner, as lessor, is leasing to Crown Castle GT Company LLC, a Delaware limited liability company (the "Lessee") a portion of the Property and the improvements thereon as described on Exhibit B attached hereto and incorporated herein by reference ("Leased Premises") for a term of five (5) years, beginning on the date as described in the Lease, with four (4) options to extend said lease term for additional periods of five (5) years each, so that the total or aggregate number of possible lease years under said Lease is a total of twenty-five (25) years, at the rental and upon the terms and conditions set forth in said Lease;

(4) Bank desires to assure the Lessee possession of the Leased Premises upon the terms and conditions set forth in the Lease for the entire original term and any optional renewal term therein provided without regard to any default under the terms of the Mortgage;

(5) Lessee desires to assure Bank that the Lessee will attorn to the Bank under the circumstances set forth in this Agreement and under the Lease;

(6) Bank desires to assure Lessee that its possession of the Leased Premises and rights under the Lease will not be disturbed so long as Lessee is not in default under the Lease or the terms of this Agreement;

(7) Lessee has agreed to subordinate the Lease and its interest therein to the Mortgage.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by each of the parties herein to the other, of other good and valuable consideration, and of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the Bank, Lessee and Owner covenant and agree as follows:

1. **SUBORDINATION.** Anything to the contrary in the Lease notwithstanding, but subject to the provisions of this Agreement, the Lease, and all rights of Lessee thereunder, are and shall be subject and subordinate in all respects to the Mortgage, to each and every advance made or hereafter to be made under the Mortgage, and to all renewals, modifications, consolidations, replacements and extensions of the Mortgage. Notwithstanding any provisions of the Lease to the contrary, and for so long as the Mortgage and any modification or extensions thereof shall remain unsatisfied, the Mortgage, the Lease and the rights of the Lessee under the Lease shall be superior to any subsequent financing or other encumbrances with a party other than Bank, its successors or assigns, with respect to the Leased Premises, and each Lessee and Owner agree that they will not at any time prior to satisfaction of the Mortgage subordinate the Lease to any deed of trust, mortgage or encumbrance to a party other than Bank, its successors or assigns.

2. **NON-DISTURBANCE PROVISIONS.** In the event the Mortgage shall be foreclosed, or in the event Bank otherwise succeeds to the interest of the Owner under the Lease, and provided that Lessee is not then in default under the Lease, Lessee's possession of the Leased Premises under the Lease shall not be disturbed by Lender in the exercise of its foreclosure rights under the Mortgage, nor shall the Lease terminate on account of such foreclosure or other such succession, by operation of law or otherwise, so long as the Lessee continues to pay the rents reserved in the Lease and otherwise does not become in default under the Lease.

3. **LESSEE TO ATTORN TO BANK.**

(a) In the event that the Bank shall succeed to the interest of Owner under the Lease, the Lease shall continue with the same force and effect as if the Bank, as lessor, and the Lessee had entered into a Lease for a term equal to the then unexpired term of the Lease, containing the same terms, conditions and covenants as those contained in the Lease, including, but not limited to, any rights of renewal therein, and the Lessee shall be bound to the Bank under all of the provisions of the Lease for the remaining term thereof with the same force and effect as if the Bank were the lessor under the Lease, and the Lessee hereby attorns and agrees to attorn to the Bank as its landlord, such attornment to be effective and self-operative without the execution of any further instruments on the part of either of the parties hereto immediately upon the succession of Bank to the interest of Owner under the Lease. In the event the Bank shall succeed to the interest of the Owner under the Lease, the Bank will have the same remedies by entry, action or otherwise for the nonperformance of any agreement contained in the Lease, for the recovery of rent, for the doing of any waste or for any other default, as Owner had or would have had if the succession not taken place, and this right shall exist whether or not the Lease is formally terminated; in any such action, Lessee waives the necessity of Owner being made a party to such proceeding. The Lessee shall be under no obligation to pay rent to the Bank until the Lessee receives

written notice from the Bank that an event of default under any of the loan documents relating to the Loan (the "Loan Documents") has occurred, or that it has succeeded to the interest of the Owner under the Lease. The Owner and Lessee agree that, upon receiving such notice from Bank, Lessee shall pay all rents directly to Bank without any duty to inquire as to the validity of such notice and without any liability therefor to Owner. Nothing contained herein shall in any manner limit or restrict the right of Bank to have a receiver appointed or to seek any other appropriate relief or remedy under any one or more of the Loan Documents. The respective rights and obligations of the Lessee and the Bank upon such attornment and their relationship shall be as tenant and landlord respectively, for the remaining term of the Lease, including any renewal periods set forth in said Lease;

(b) Lessee agrees that it shall not, without the express consent of Bank, prepay any minimum rental under the Lease to Owner; and

(c) In the event that the Bank shall succeed to the interest of the Owner under the Lease, the Bank agrees to be bound to the Lessee under all of the terms, covenants and conditions of the Lease; provided, however, that Bank shall not be:

- (i) liable for any act or omission of any prior landlord (including the Owner); or
- (ii) subject to any offsets which the Lessee might have or thereafter have against any prior landlord (including the Owner); or
- (iii) bound by any prepayment of more than one (1) month's minimum rental under the Lease to any prior landlord (including the Owner); or
- (iv) bound by an amendment, modification or surrender of the Lease made without its consent; or
- (v) liable for any deposits or other monies paid to any prior landlord (including the Owner) which have not been transferred to Bank.

4. **RIGHT OF BANK TO RECEIVE NOTICES AND CURE DEFAULTS.**

(a) Lessee covenants and agrees with Bank that Lessee shall send a copy of any notice or statement of a default or other breach by Owner under the Lease to Bank at the same time such notice or statement is sent to Owner, by registered or certified mail, postage prepaid, at the address of Bank as set forth in this Agreement or such other address as Bank may designate to Lessee.

(b) If any default or other breach shall occur or arise under the Lease on the part of the Owner, which would give Lessee the right (or under which Lessee might claim the right) to cancel or terminate the Lease or cease paying rent or other charges coming due under the Lease, Lessee shall promptly give notice thereof to Bank, and Bank shall have thirty (30) days from the date of such notice to cure any such default or other breach, or if such default or other breach is not reasonably capable of being cured in such period of time, Bank shall have the right within such time to commence remedying such default or other breach and shall proceed diligently to complete the same. In the event any such default or other breach is so cured, the Lease shall not be deemed to be in default, and Lessee's duties thereunder shall continue unabated. Nothing herein shall be deemed to be a duty on the part of Bank to cure any such default or other breach, but only a right on its behalf.

5. **OWNER'S AND LESSEE'S CERTIFICATIONS.**

(a) Lessee hereby confirms and certifies to Bank that there are no actions, either voluntary or, to the best of Lessee's knowledge, involuntary, pending against the Lessee under the bankruptcy laws of the United States, or under the bankruptcy laws of any state.

(b) Owner and Lessee hereby confirm and certify to Bank the following:

- (i) That the Lease is in full force and effect and has not been modified, altered or amended and constitutes a complete statement of the agreement between Owner and Lessee with respect to the leasing of the Leased Premises.
- (ii) That to the knowledge of Owner and Lessee, as of the date hereof, Lessee has no charge, lien or claim of offset or credit against rentals or other charges coming due under the Lease, nor have rentals been prepaid except as expressly provided by the terms of the Lease.
- (iii) That Lessee has been notified that the Lease has been or will be assigned to Bank as security for the Loan, and Lessee has no notice of a prior assignment, hypothecation or pledge of rents or the Lease.
- (iv) That to the knowledge of Owner and Lessee, no party to the Lease is in default thereunder.
- (v) That all rentals due or coming due under the Lease are currently paid or due to be paid to the Owner.

(c) Owner and Lessee hereby further confirm and certify that the certifications provided for in this Paragraph are made with the knowledge that Bank is relying on such certifications in consenting to the Lease.

6. **SURVIVAL.** This instrument shall survive any foreclosure of the Leased Premises, or any other succession by Bank to the interest of the Owner with respect to the Leased Premises, and shall remain in full force and effect until the end of the Lease term and all exercised optional extension periods, or until satisfaction of the Mortgage and all renewals, modifications, consolidations, replacements, and extensions of the Mortgage, whichever shall first occur.

7. **LIMITATION OF BANK'S LIABILITY.** Lessee shall look solely to the Property for recovery of any judgment or damages from Bank, its successors and assigns, and neither Bank nor its successors or assigns shall have any personal liability, directly or indirectly, under or in connection with the Lease or this Agreement or any amendment or amendments to either thereof made at any time or times, heretofore or hereafter, and Lessee hereby forever and irrevocably waives and releases any and all such personal liability. The limitation of liability provided in this paragraph is in addition to, and not in limitation of, any limitation on liability applicable to Bank, its successors and assigns, provided by law or by any other contract, agreement or instrument.

8. **OWNER'S APPROVALS, ETC.** The Owner has joined in this Agreement for the purpose of expressing its consent and agreement to be bound by the provisions hereof, and that:

(a) this Agreement does not constitute a waiver by Bank of any of its rights under the Mortgage or in any way release Owner from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage and

(b) the provisions of the Mortgage remain in full force and effect and must be complied with by the Owner.

9. **NOTICES.** All notices or demands hereunder shall be sufficient if hand delivered, or sent by United States registered or certified mail, postage prepaid, or Federal Express or other national overnight courier, addressed as follows:

If to Bank: Colonial Bank, N.A.
2501 20th Place South (35223)
P. O. Box 1887
Birmingham, Alabama 35201-1887
ATTENTION: Commercial Banking

If to Lessee: Crown Castle GT Company LLC
2000 Corporate Drive
Canonsburg, Pennsylvania 15317
ATTENTION: E. Blake Hawke, General Counsel

If to Owner: Frank A. Paduch
418 Windchase Way
Birmingham, Alabama 35242

or such other address as any party may hereafter designate in writing to the other.

10. **BINDING EFFECT.** This Agreement and all of the covenants, terms, conditions and obligations herein contained are covenants running with the land (the Property and the Leased Premises) and binding thereon and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns and successors in title to the Leased Premises and successors in title to the Property.

11. **SATISFACTION OF SNDA REQUIREMENTS OF LEASE.** Both Owner and Lessee acknowledge and agree that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance or similar agreement with respect to the Mortgage or relating to any independent or different agreement by Bank in favor of, or relating to, Lessee, and Lessee waives any requirement to the contrary in the Lease.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties hereto have caused this Subordination, Non-Disturbance and Attornment Agreement to be executed effective on the day and year first above written.

BANK:

COLONIAL BANK, N.A.
a national banking association

By: [Signature]
Name: Howie Myers
Title: Sr. Vice-President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Howie Myers, whose name as Sr. Vice President of Colonial Bank, N.A., a national banking association, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand and official seal, this the 30th day of September, 2005.

(SEAL)

[Signature]
Notary Public
My Commission Expires: 1/24/08

LESSEE:

CROWN CASTLE GT COMPANY LLC
a Delaware limited liability company

By: Kenna B. Newman
Kenna B. Newman
Title: Area President - Southern Area

STATE OF Georgia)
COUNTY OF Fulton)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kenna B. Newman, whose name as Area President - Southern of Crown Castle GT Company LLC, a Delaware 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, she, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 19 day of Sept., 2005.

(SEAL)

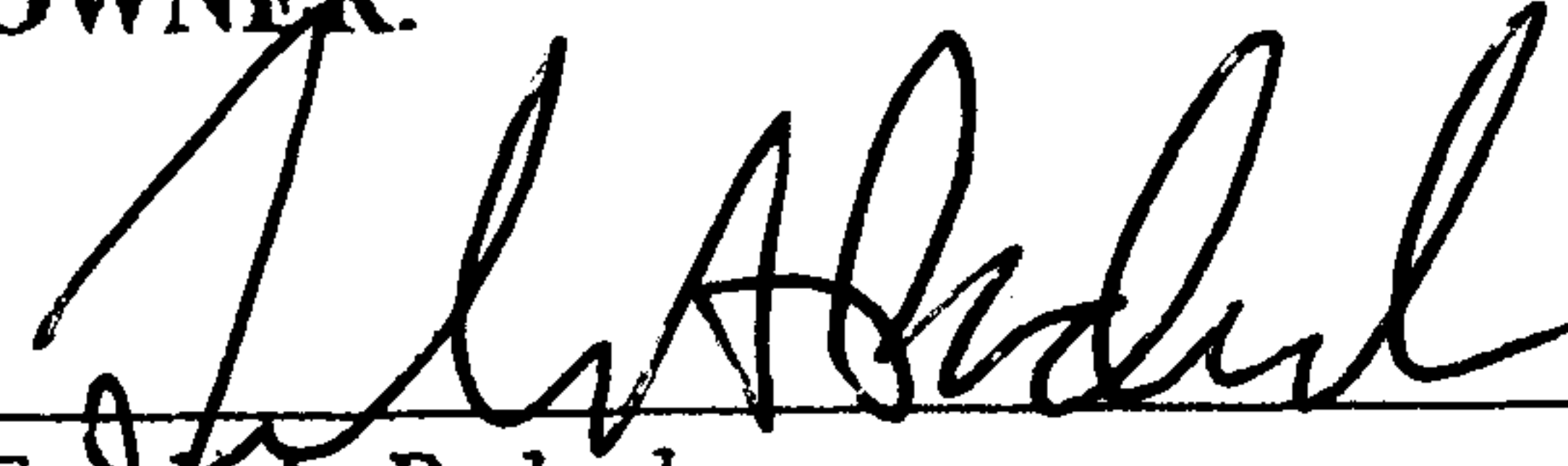


M.D. Peterson
Notary Public
My Commission Expires: _____



20051005000519010 8/10 \$38.00
Shelby Cnty Judge of Probate, AL
10/05/2005 11:05:22AM FILED/CERT

OWNER:



Frank A. Paduch

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Frank A. Paduch, whose name 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 executed the same voluntarily effective as of the day the same bears date.

Given under my hand and official seal, this the 14 day of September, 2005.

(SEAL)



Notary Public My Commission Expires
June 27, 2007
My Commission Expires: _____

20051005000519010 9/10 \$38.00
Shelby Cnty Judge of Probate, AL
10/05/2005 11:05:22AM FILED/CERT

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A parcel of land situated in the Southwest 1/4 of the Northwest 1/4 of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE corner of said 1/4 1/4 section, said point also being the Northeast corner of Lot 1 of the survey of GTE Subdivision as recorded in Map Book 25, Page 108, in the Probate Office of Shelby County, Alabama; thence run South along the East line of said 1/4 1/4 section and along the East line of said Lot 1 for 60.00 feet to the Southeast corner of said Lot 1, said point being the point of beginning of the parcel herein described; thence continue along last stated course for 398.41 feet to a point on the North line of Lot 1 of the survey of the McGriff Alliance Survey as recorded in Map Book 27, Page 65, in the Probate Office of Shelby County, Alabama; thence 90°18'40" right and run Westerly along the North line of said Lot 1 for 210.17 feet measure, 210.00 feet record to the Northwest corner of said Lot 1; thence 90°25'39" measure, 90°23'39" record, left and run Southerly along the West line of said Lot 1 for 210.07 feet measure, 210.00 feet record to the Southwest corner of said Lot 1, and a point on the North line of Lot 1-A of the survey of a Resubdivision of Lot 1, Brook Highland O & I No. 1, as recorded in Map Book 26, Page 80, in the Probate Office of Shelby County, Alabama; thence 89°44'41" right and run Westerly along the North line of said Lot 1-A for 457.11 feet to the Northwest corner of said Lot 1-A; thence 90°16'29" right and run Northerly for 283.65 feet; thence 48°23'28" measure, 72°55'00" deed left and run Northwesterly for 171.43 feet measure, 163.05 feet deed to a point on the Southerly right of way line of Cahaba Beach Road; said point being on a curve to the left; said curve subtending a central angle of 1°08'47" and having a radius of 5205.21 feet; thence 82°24'39" right to chord of said curve and run Northeast along arc of said curve and along said right of way for 104.15 feet; thence at tangent to said curve run Northeasterly along said right of way line for 228.84 feet to a point on the North line of said 1/4 1/4 section; thence 57°04'33" right and run Easterly along the North line of said 1/4 1/4 section for 491.78 feet to the Northwest corner of Lot 1 of the Survey of GTE Subdivision as recorded in Map Book 25, Page 108, in the Probate Office of Shelby County, Alabama; thence 89°34'28" right and run South along the West line of said Lot 1 for 60.00 feet to the Southwest corner of said Lot 1; thence 90°25'32" left and run Easterly along the South line of said Lot 1 for 120.00 feet to the point of beginning.


20051005000519010 10/10 \$38.00
Shelby Cnty Judge of Probate, AL
10/05/2005 11:05:22AM FILED/CERT

EXHIBIT B

DESCRIPTION OF LEASED PREMISES

PROPOSED 13.5' x 21.5' LEASE AREA

A parcel of land lying in Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a concrete monument found in place at the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section; thence run S 00°13' 48" W a distance of 60.00 feet to a point; thence N 89°02'25" W a distance of 10.98 feet to the Point of Beginning; thence S 00°57'35" W a distance of 21.50 feet to a point; thence N 89°02'25" W a distance of 13.50 feet to a point; thence N 00°57'35" E a distance of 21.50 feet to a point; thence S 89°02'25" E a distance of 13.50 feet to the Point of Beginning. Said above describe lease area contains 290 square feet, more or less.