



20070925000449650 1/7 \$29.00
Shelby Cnty Judge of Probate, AL
09/25/2007 12:52:06PM FILED/CERT

After recording return to:
Theresa A. Tkacik, Esquire
Haskell Slaughter Young & Rediker, LLC
1400 Park Place Tower
2001 Park Place North
Birmingham, Alabama 35203

Cross Reference to Memorandum of PCS Site Agreement between Harold A. Miller, Julia Faye Miller and Sprint Spectrum, L.P., as recorded in Instrument #1997-14912, Site Designation Supplement to Master Lease and Sublease Agreement by STC Five LLC (Lessor), Global Signal Acquisitions II LLC (Lessee) and Sprint Spectrum L.P. recorded in Instrument #20050610000285100 and Affidavit of Facts Relating to Title recorded in Instrument #20051017000539260; and Leasehold, Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement executed by Global Signal Acquisitions II LLC, to Morgan Stanley Asset Funding Inc. dated September 13, 2005 and recorded in Instrument #20060314000118060, all in the Office of the Judge of Probate of Shelby County, Alabama..

SUBORDINATION AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION AND NON-DISTURBANCE AGREEMENT ("Agreement") is made this 12th day of September, 2007 by and between CELLCO PARTNERSHIP, a Delaware general partnership, d/b/a VERIZON WIRELESS, with an office at One Verizon Way, Mail Stop 4AW100, Basking Ridge New Jersey 07920 ("Lessee"), and LaSalle Bank National Association, with an office at 135 South LaSalle Street, Ste. 1625, Chicago, IL, 60603, in its capacity as trustee for Global Signal Trust III ("Lender").

WITNESSETH:

WHEREAS, Lessee has entered into a certain lease Supplement dated as of September 12, 2007 ("Lease") with **GLOBAL SIGNAL ACQUISITIONS II LLC** ("Lessor") to lease a certain parcel of real property including certain access and utility easements, located in Shelby County, in the State of Alabama (the "Premises"). The Premises are more particularly described in the attached EXHIBIT A; and

WHEREAS, pursuant to that certain Bridge Loan and Override Agreement dated May 26, 2005 between Global Signal Acquisitions II LLC, and Bank of America, N.A., as Co-Administrative Agent and Calculation Agent, and Morgan Stanley Asset Funding Inc., as Co-Administrative Agent and Collateral Agent, and the lenders set forth therein (collectively, the "Original Lenders") Lessor obtained a loan (the "Loan"); and

WHEREAS, pursuant to that certain Omnibus Assignment dated February 28, 2006, the Original Lender(s) assigned the Loan to Towers Finco III LLC; and

WHEREAS, pursuant to the certain Trust and Servicing Agreement also dated as of February 28, 2006 between Towers Finco III LLC, as Depositor, Midland Loan Services, Inc., as Servicer, and LaSalle Bank National Association, as Trustee (the "Trust Agreement"), Towers Finco III sold, assigned and transferred the Loan to LaSalle Bank National Association, ("Lender" herein) as Trustee of the trust designated as "Global Signal Trust III"; and

WHEREAS, Lender is the holder of all or some of the following instruments (collectively, the "Mortgage") which encumber the Premises: Leasehold, Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement ("Mortgage") executed by Global Signal Acquisitions II LLC, to Morgan Stanley Asset Funding Inc. dated September 13, 2005 and recorded in Instrument #20060314000118060 recorded in the Office of the Judge of Probate of Shelby County, Alabama.

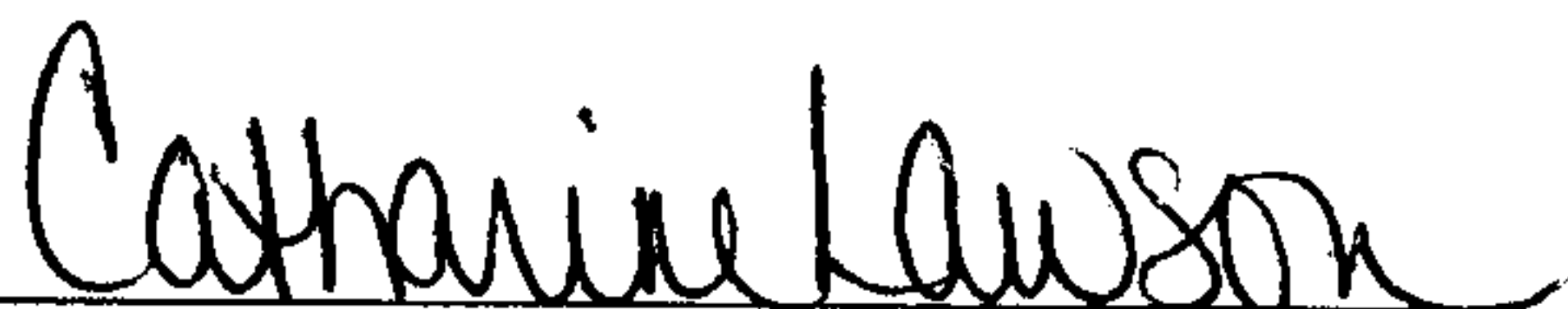
NOW THEREFORE, the parties agree:

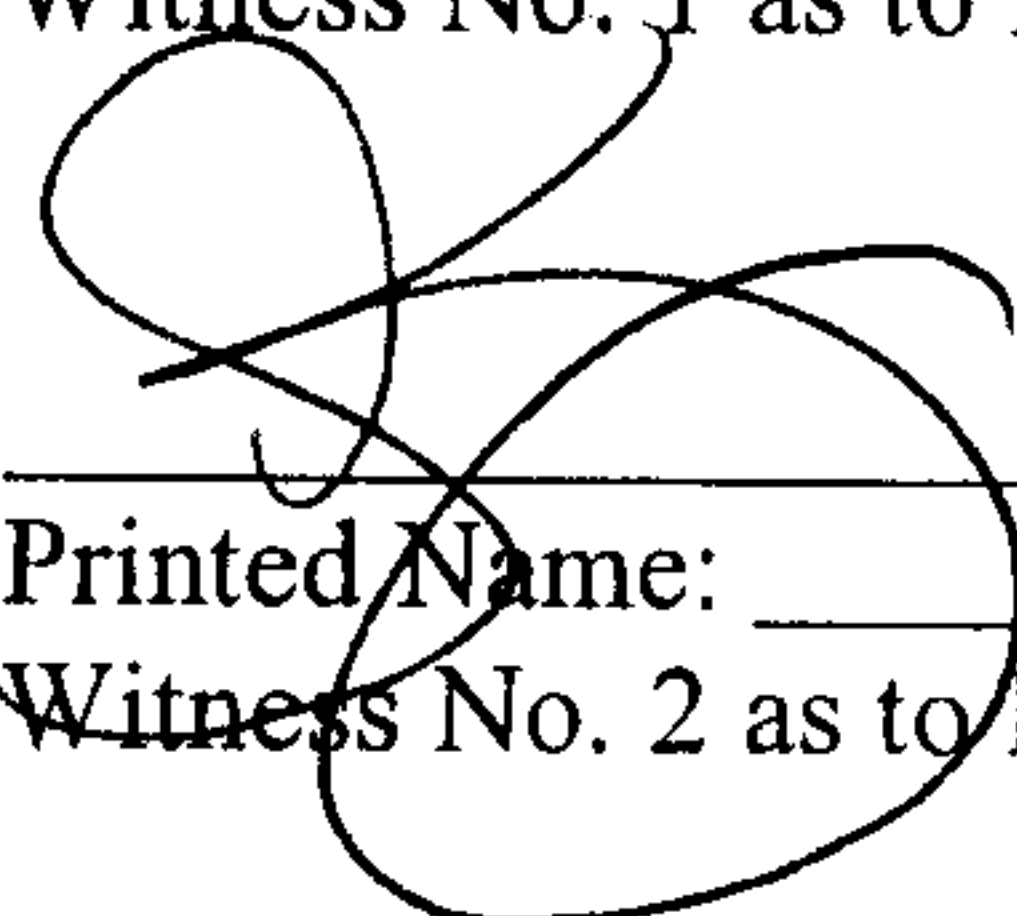
1. The Lease is and shall be subject and subordinate to the Mortgage(s) and to all renewals, modifications, consolidations, replacements, and extensions thereof; provided, however, that so long as Lessee is not in default of any of its material obligations under the Lease, Lessee's quiet enjoyment thereunder shall not be disturbed by any successor Lessor.
2. The parties agree that in the event Lender or any other party succeeds to the interest of Lessor under the Lease ("Lessor's Successor"), whether by foreclosure, deed in lieu of foreclosure, or assignment, Lessee shall attorn to Lessor's Successor under all of the terms of the Lease for the balance of the term thereof remaining with the same force and effect as if Lessor's Successor was the Lessor under the Lease. Such attornment shall be effective and self-operative, without the execution of any further instruments on the part of any of the parties hereto, immediately upon the Lessor's Successor succeeding to the interest of the Lessor under the Lease.
3. Subject to Section 2 above, in the event that Lessor's Successor succeeds to the interest of Lessor, so long as Lessee is not in default in the performance of any of the terms of the Lease, Lessor's Successor shall not affect or disturb Lessee's right to possession and enjoyment of the Premises and shall be bound to the Lessee under all of the terms of the Lease. In no event shall the Lessor's Successor be liable for any act or omission of any prior Lessor, be subject to any offsets or defenses which the Lessee might have against any prior Lessor, or be bound by any rent or additional rent which the Lessee might have paid to any prior Lessor for more than the current month.
4. Lender understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage or any related financing documents, Lender shall acquire no interest in any fixtures, equipment or other property owned or leased by Lessee on the Premises except to the extent, if any, set forth in the Lease or to the extent owned by Lessor.
5. Lessee agrees to execute from time to time upon reasonable request from Lender an attornment agreement to the reasonable satisfaction of Lender.
6. The rights and obligations hereunder shall bind and inure to the benefit of the parties and their respective successors and assigns.

[SIGNATURE PAGES FOLLOW]

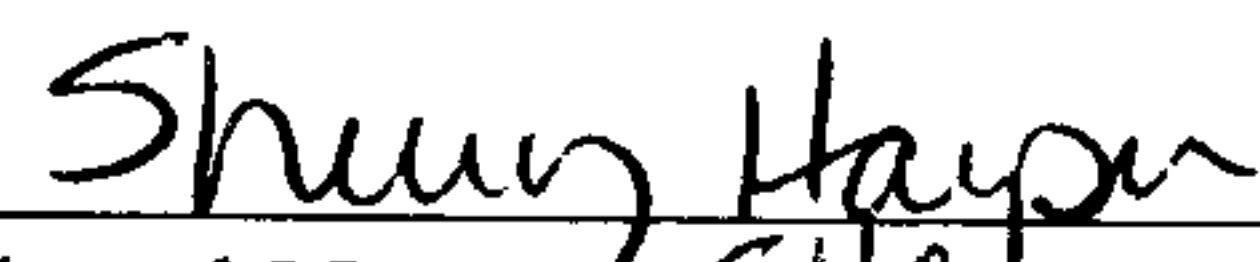
IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date of the last signature of the parties hereto.

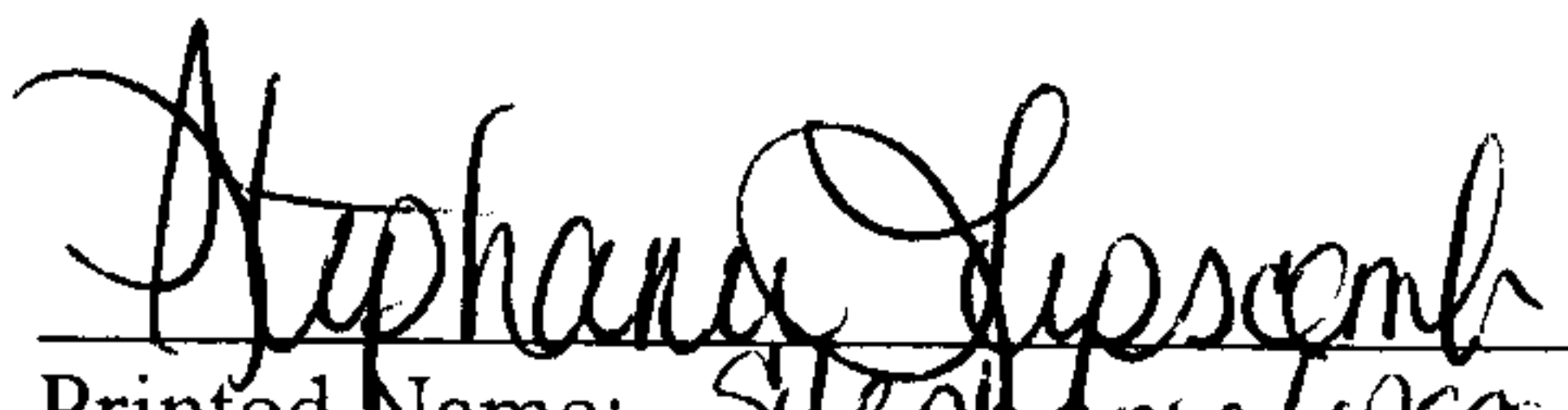
WITNESSES:


Printed Name: Catherine Lawson
Witness No. 1 as to Lessee


Printed Name: Susan E. Long
Witness No. 2 as to Lessee

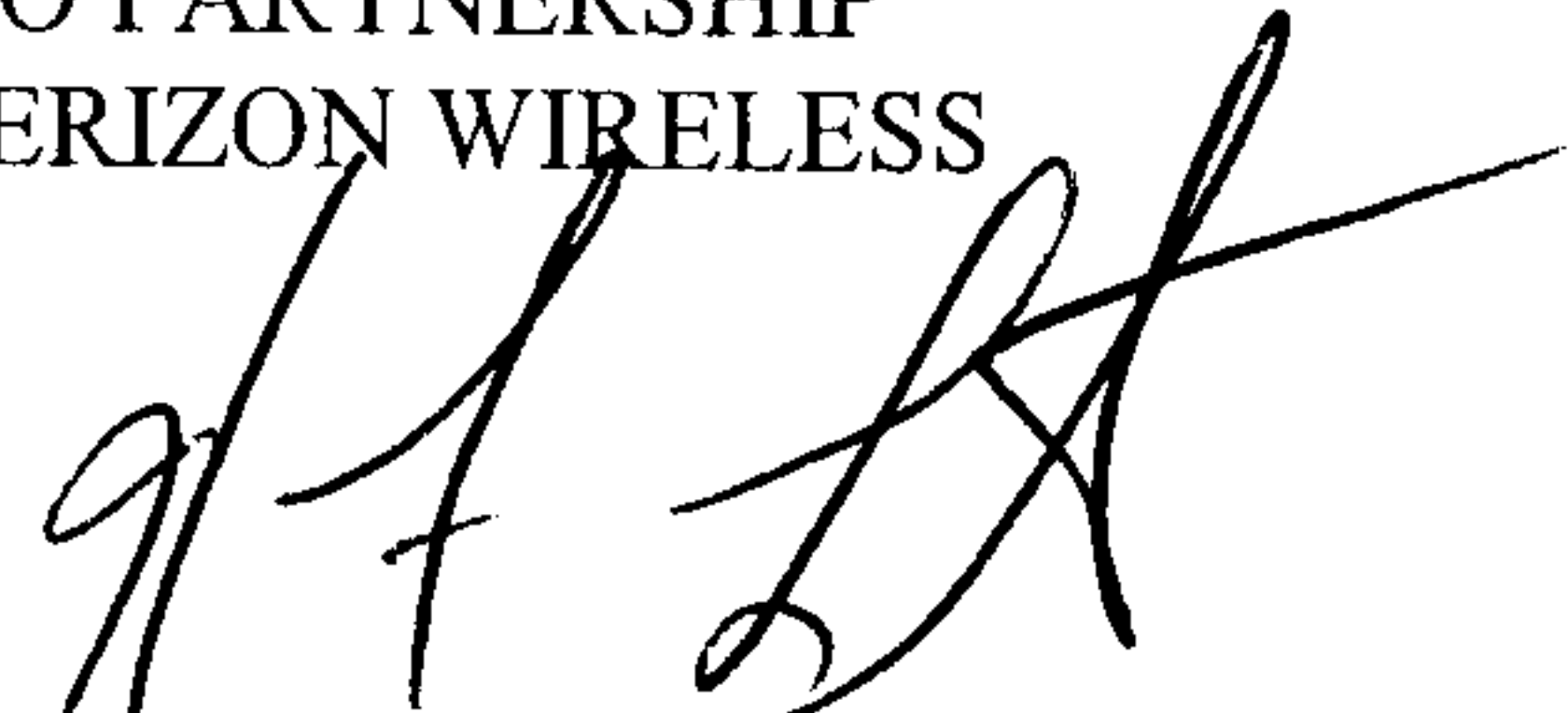
WITNESSES:


Printed Name: Sherry Harper
Witness No. 1 as to Lender


Printed Name: Stephanie Lipscomb
Witness No. 2 as to Lender

LESSEE:


CELLCO PARTNERSHIP
d/b/a VERIZON WIRELESS

By: 
Print Name: Hans F. Leutenegger
Title: Area Vice President-Network-South Area

LENDER:

LaSalle Bank National Association,
Trustee for the certificate holders of Global
Signal Trust III Commercial Mortgage Pass-
through Certificates Series 2006-1

By: Midland Loan Services, Inc., Servicer (and
not in its corporate capacity)
By: Global Signal Services LLC
Its: Attorney in Fact pursuant to that certain
power of attorney dated as of February 28, 2006
from Midland Loan Services, Inc.

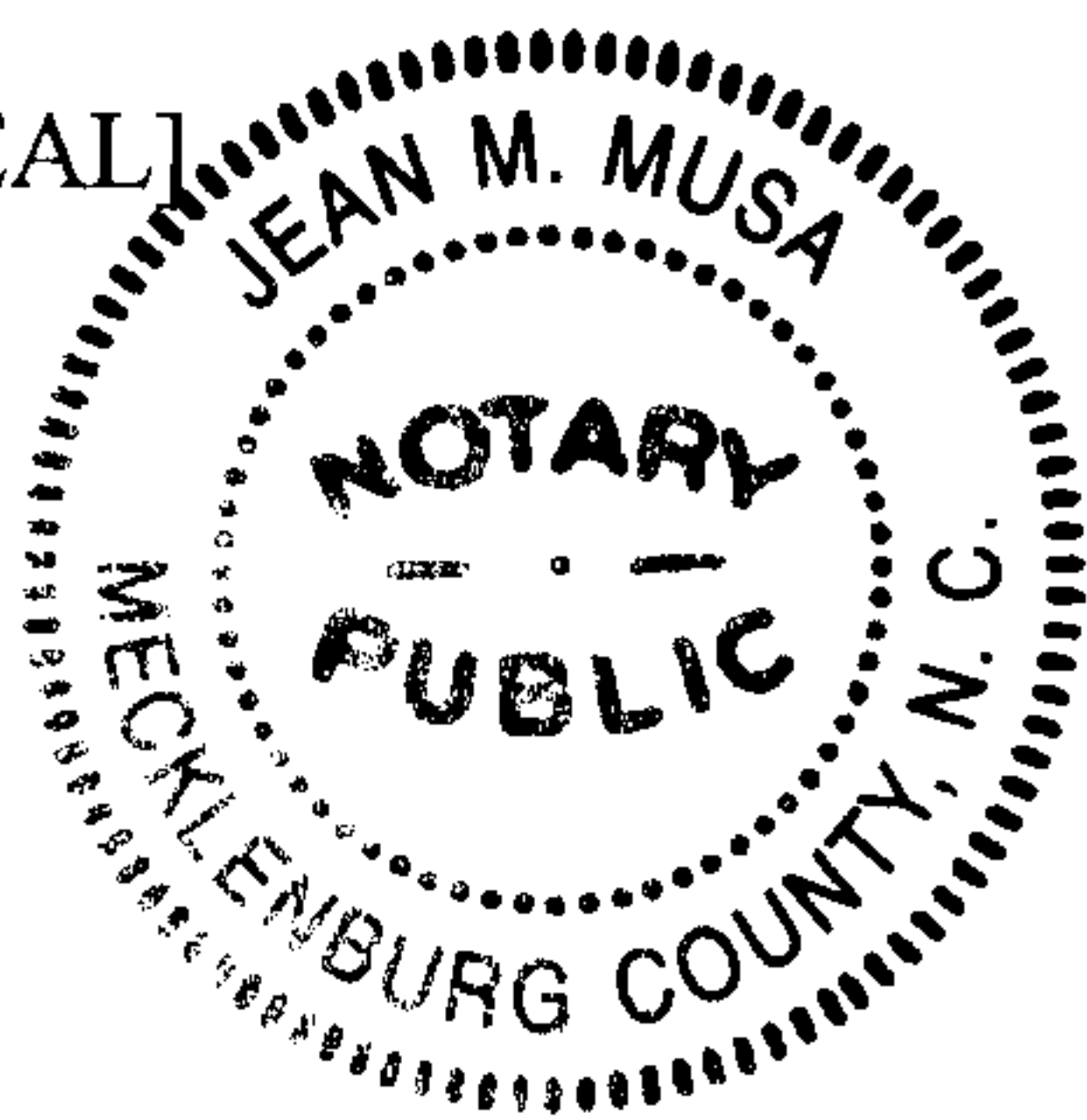
By: 
Print Name: JW ERNEST
Title: DIR TWR OPS

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that, **Hans F. Leutenegger**, whose name as **Area Vice President-Network-South Area of CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS**, 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 the foregoing instrument, he in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said general partnership on the day the same bears date.

GIVEN under my hand and seal this 29th day of August, 2007.

[NOTARIAL SEAL]



Notary Public: [Signature]

Print Name: Jean M. Musa

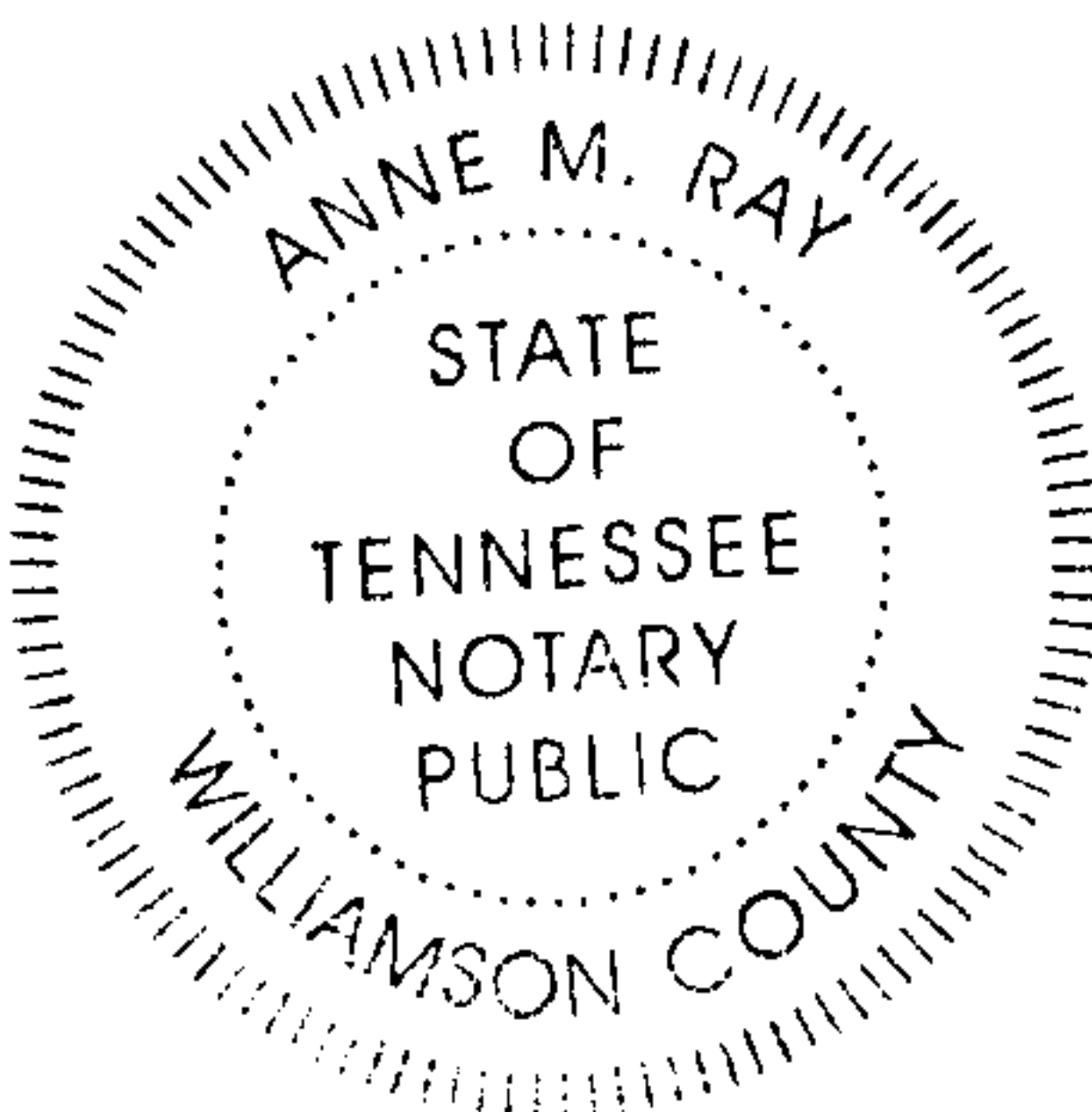
My Commission Expires: May 18, 2010

STATE OF Tennessee)
COUNTY OF Williamson)

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that, JW Ernest, whose name as Director, Tower Operations of Global Signal Services LLC, a Delaware limited liability company, on behalf of the 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 the foregoing instrument, he in his capacity as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

GIVEN under my hand and seal this 12th day of September, 2007.

[NOTARIAL SEAL]



Notary Public: [Signature]

Print Name: Anne M. Ray

My Commission Expires: _____

MY COMMISSION EXPIRES
November 30, 2008

Cellco Site Name: Hot Spur
Cellco Location Number: 176437
Cellco GL Market: 100041

EXHIBIT A

Description of Premises

Legal Description A parcel of land situated in the Southwest Quarter of the SW/4 of the SW/4 of Section 35, T18S, R2E, the NW/4 of the NE/4 of the NE/4 of the NW/4 of Section 2, T19S, R2E, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE Corner of Section 2, T19S, R2E, and run South $89^{\circ}51'45''$ West along the north boundary of Section 2 for a distance of 2436.76 feet to a point said point being the POINT OF BEGINNING, thence run South $1^{\circ}56'46''$ East for a distance of 14.15 feet to a point; thence run South $88^{\circ}03'14''$ West for a distance of 338.95 feet to a point; thence run North $1^{\circ}56'46''$ West for a distance of 124.70 feet to a point, thence run $89^{\circ}47'09''$ East for a distance of 115.42 feet to a railroad spike; thence run North $1^{\circ}56'46''$ West for a distance of 189.29 feet to a point; thence run North $88^{\circ}03'14''$ East for a distance of 223.58 feet to a point thence run South $1^{\circ}56'46''$ East for a distance of 196.35 feet to a point; said point being the Point of beginning.

40' Ingress, Egress and Utility Easement

An easement situated in the S/2 of the SE/4 of Section 35, T18S, R2E and the NW/4 of NE/4 of Section 2, T19S, R2E, Shelby County Alabama, being more particularly described as follows:

Commence at the NE Corner of Section 2, T19S, R2E run South $89^{\circ}51'45''$ West along the north boundary of Section 2, for a distance of 2416.75 feet to a point; thence run South $1^{\circ}56'46''$ East for a distance of 113.51 feet to a point, said point being the Point of Beginning of the centerline of an Ingress, Egress and Utility Easement that lies 20 feet either side of herein described centerline; thence run North $1^{\circ}56'46''$ West for a distance of 242.75 feet to a point; thence run on a curve to the right having a radius of 252.28 feet, an arc length of 103.29 and being subtended by a chord bearing North $21^{\circ}09'21''$ East for 102.57 feet to a point; thence run North $33^{\circ}18'50''$ East for a distance of 76.69 feet to a point; thence run North $28^{\circ}27'32''$ East for a distance of 56.78 feet to a point; thence run North $24^{\circ}00'08''$ East for a distance of 79.69 feet to a point; thence run North $22^{\circ}56'13''$ East for distance of 66.31 feet to a point; thence run North $22^{\circ}27'34''$ East for a distance of 73.72 feet to a point; thence run North $27^{\circ}18'11''$ East for a distance of 55.37 feet to a point; thence run on a curve to the right having a radius of 533.54 feet, an arc length of 121.15 feet and being subtended by a chord bearing North $34^{\circ}44'35''$ East for 120.89 feet to a point; thence run on a curve to the right having a radius of 548.16 feet, an arc length of 198.33 feet and being subtended by a chord bearing North $63^{\circ}01'37''$ East for a distance of 197.74 feet to a point; thence run on a curve to the right having a radius of 242.05 feet, an arc length of 134.58 feet and being subtended by a chord bearing North $33^{\circ}34'18''$ East for a distance of 132.85 feet to a point; thence run South $76^{\circ}39'20''$ East for a distance of 56.57 feet to a point thence run South $75^{\circ}19'18''$ East for a distance of 82.00 feet to a point; thence South $80^{\circ}20'39''$ East for a distance of 71.72 feet to a point; thence run South $88^{\circ}28'26''$ East for a distance of 226.39 feet to a point; thence run



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North 75°40'36" East for a distance of 67.17 feet to a point; thence run on a curve to the right having a radius of 847.58 feet, an arc length of 147.26 feet and being subtended by a chord bearing North 80°50'52" East for a distance of 147.07 feet to a point; thence North 81°34'32" East for distance of 74.31 feet to a point; thence run North 85°24'17" East for distance of 66.87 feet to a point; thence North 81°51'03" East for a distance of 197.29 feet to the West right of way of U. S. Highway 231 (a 100 foot right of way), said point being the terminus of easement

Tax ID: 05-7-35-0-0001-007.002

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10622646

