

Document No.

Parcel No.

AFTER RECORDING, PLEASE RETURN TO:

Greta T. Griffith, Esquire
Hunton & Williams LLP
Suite 4100, 600 Peachtree Street, N.E.
Atlanta, GA 30308
Telephone: 404-888-4000

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Nondisturbance and Attornment Agreement (the "Agreement"),
dated this 31st day of July, 2009

by and between

PINNACLE TOWERS ACQUISITION LLC ("Crown") with a notice address of c/o Crown
Castle USA Inc., E. Blake Hawk, General Counsel, Attn: Real Estate Department,
2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317 (hereinafter
"Crown");

and

O'NEAL STEEL, INC., an Alabama corporation, whose address is 744 41st Street North,
Birmingham, Alabama 35222 (hereinafter "Landlord");

and

GENERAL ELECTRIC CAPITAL CORPORATION, with a principal place of business located
at 500 West Monroe, 12th Floor, Chicago, Illinois 60661 (hereinafter "Lender").

RECITALS:

WHEREAS, Foresite, LLC and Landlord entered into an Option and Lease Agreement
dated August 20, 2002, as amended by that certain Addendum to Option and Lease Agreement
dated September 30, 2002 (as amended, the "Lease") covering that certain real property located
in Shelby County, Alabama, more fully described on Exhibit A attached hereto and made a part
hereof (the "Premises"), a memorandum of which is recorded at Judge of Probate, Shelby
County Alabama on December 17, 2002, as Instrument No. 20021217000632730;

WHEREAS, Crown is the successor in interest to Foresite, LLC, and has assumed the
Lease for the Premises via an Assignment and Assumption Agreement dated April 29, 2005

recorded at Judge of Probate, Shelby County, Alabama on May 24, 2005, as Instrument No. 20050524000252700;

WHEREAS, the property, a part of which property contains the Premises, is to be encumbered by one or more mortgages, deeds of trust, deeds to secure debt or similar security agreements (collectively, the "Security Instrument") from Landlord in favor of Lender;

WHEREAS, the parties desire to establish certain rights, safeguards, obligations and priorities with regard to their respective interests by means of this Agreement and are willing to so agree on the terms and conditions hereafter provided.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, and to induce Lender to execute the Security Instrument and for other good and valuable consideration, the parties, intending to be legally bound hereby, covenant and agree as follows:

1. Subordination. So long as this Agreement will remain in full force and effect, the Lease, and any extensions, renewals, replacements or modifications thereof, and all right, title and interest of Crown in and to the Premises, are and will be subject and subordinate in all respects to the Security Instrument, and all other loan documents evidencing and securing the loan from Lender to Landlord, insofar as it affects the real property of which the Premises forms a part (but not Crown's or other parties' trade fixtures and other personal property), to any and all advances to be made thereunder and to all renewals, extensions, modifications, consolidations and replacements thereof with the same force and effect as if the Security Instrument had been executed, delivered and duly recorded prior to the execution, delivery and recording of the Lease.

2. Nondisturbance. So long as the Lease is in full force and effect and Crown is not in material default (beyond applicable notice and cure periods) of any of its terms, obligations, covenants or conditions under the Lease, Lender agrees for itself and its successors in interest and for any other person acquiring title to the real property of which the Premises forms a part through a Conveyance (an "Acquiring Party"), that the right of possession of the Premises and all other rights of Crown under the Lease shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument during the term of the Lease, as said term may be renewed or extended pursuant to the provisions of the Lease or as said Premises may be expanded as specified in the Lease, by reason of a Conveyance as defined herein. For purposes of this agreement, a "Conveyance" shall include, but not be limited to, any exercise by Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Premises and any other transfer, sale or conveyance of the Landlord's interest in the Premises under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure. Lender or any Acquiring Party and Crown agree that any Conveyance shall be made subject to the Lease and the rights of Crown under the Lease and the parties shall be bound to one another and have the same remedies against one another for any breach of the Lease as Crown and Landlord had before Conveyance; provided however, that Lender or any Acquiring Party shall not be: (a) liable for any act or omission of any prior landlord; (b) subject to any offsets, claims

or defenses which Crown may have against any prior landlord; (c) bound by any amendment or modification of the Lease made without Lender's prior written consent; (d) liable for any security deposit or other sums held by any prior landlord, unless actually received by Lender; or (e) personally liable with respect to performance of the obligations of the landlord under the Lease. Lender will not join Crown as a party in any action or proceeding to foreclose unless such joinder is necessary to foreclose on the Security Instrument and then only for such purpose and not for the purpose of terminating the Lease.

3. Attornment. In consideration of the foregoing covenants by Lender, Crown agrees with Lender that in the event the interest of Landlord in the Premises and the Lease shall be acquired by Lender by reason of foreclosure of the Security Instrument or other proceeding brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or any other method. Crown agrees to attorn to, accept and recognize Lender or any Acquiring Party as the landlord under the Lease pursuant to the provisions expressly set forth therein for the then remaining balance of the term of the Lease and any extensions or expansions thereof as made pursuant to the Lease, subject to Crown's express rights to terminate the lease as provided therein. The parties agree to execute and deliver, at any time and from time to time, upon the request of another party any reasonable instrument which may be necessary or appropriate to evidence such attornment. Upon any such attornment, the Lease shall continue in full force and effect as a direct lease between Crown and Lender and upon all terms, covenants, and conditions contained therein.

4. Limitation. This Agreement shall not apply to any of Crown's equipment, trade fixtures or other personal property now or hereafter located on or affixed to the Premises.

5. Notice of Default. Crown agrees to use its best efforts to give prompt written notice ("Default Notice") to Lender of any default by Landlord of its obligations under the Lease which would entitle Crown to terminate the Lease, reduce rents, or to credit or offset any amounts against rents or other payments, specifying the nature of the default. After receipt of a Default Notice, Lender shall have the right (but not the obligation) to correct or cure the default of Landlord within thirty (30) days, unless the default is of such a nature that cannot be cured within such 30-day period, in which case no default shall occur so long a Lender shall commence the curing of the default within such 30-day period and shall diligently and promptly prosecute the curing of the default. Until the expiration of such period within which Lender may correct or cure the default, Crown agrees to take no action to terminate the Lease or reduce rents or to credit or offset any amounts against rents or other payments due under the Lease. Nothing in this paragraph shall be deemed to impose any obligation on the Lender to correct or cure any such default by Landlord.

6. Payment of Rent. After receiving notice from Lender that the Premises is subject to the ownership or control of Lender pursuant to rights granted to Lender in the Security Instrument, Crown shall pay to Lender, or to such other person or entity as may be designated by Lender, all rent, additional rent, or other monies and payments due and to become due to Landlord under the Lease.

7. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the successors and assigns of the parties hereto or any person or entity which acquires

title to or the right to possession of the real property of which the Premises forms a part whether directly or indirectly through Lender and to any assignees or subtenants of Crown which are permitted under the Lease. As used herein, the word "Lender" includes any persons claiming by, through or under the Lender or the Security Instrument, including but not limited to any purchaser at foreclosure sale, any grantee of the Premises, or to such other successor to Landlord's estate, and the words "Crown" and "Landlord" shall include their respective successors and assigns.

8. Notices. All notices which are required or permitted to be given or served hereunder shall be in writing and shall be deemed to have been given or served (a) by hand delivery on the date of hand delivery; (b) one business day after delivery to an overnight courier for next business day delivery or (c) three days after deposit in United States Mail via certified mail, return receipt requested to the address given above. Any party hereto may change the address set forth below from time to time by serving written notice of the change upon the other parties hereto:

If to Lender:

General Electric Capital Corporation, as Agent
500 West Monroe
12th Floor
Chicago, Illinois 60661
Attention: O'Neal Steel Account Manager
Tel. No.: (312) 441-7809
Telecopier No.: (312) 463-3840

and with copies (which shall not constitute notice) to:


General Electric Capital Corporation
201 Merritt 7
P.O. Box 5201
Norwalk, Connecticut 06856-5201
Attention: GE Corporate Financial Services Inc. Corporate Counsel
Tel. No.: (203) 956-4379
Telecopier No.: (203) 956-4001

and

Hunton & Williams, LLP
600 Peachtree Street, N.E.
Bank of America Plaza, Suite 4100
Atlanta, Georgia 30308-2216
Attention: Greta T. Griffith, Esquire
Tel. No. (404) 888-4148
Telecopier No.: (404) 888-4190

If to Crown:

Pinnacle Towers Acquisition LLC
c/o Crown Castle USA Inc.
Attn: E. Black Hawk, General Counsel
Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317
Tel. No. 724-416-2000
Telecopier No.: 724-416-2200


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9. No Modification. Crown hereby affirms that the Lease has not been modified or amended. Crown agrees not to enter into a modification of amendment to or assignment of the Lease without obtaining Lender's prior written consent.

10. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State where the Premises are located.

[Signatures and Acknowledgements Appear on Following Pages]

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the date first set forth above.

PINNACLE TOWERS ACQUISITION LLC,
a Delaware limited liability company

By Global Signal Services, LLC,
a Delaware limited liability company,
Its Manager

By: Bryan A Cobb
Print Name: Bryan A Cobb
Print Title: Property Manager

ACKNOWLEDGMENT

STATE OF Georgia)
)
COUNTY OF Fulton)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bryan Cobb, whose name as Property Manager of GLOBAL SIGNAL SERVICES 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 such instrument, he/she as such Property Manager, 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 official seal this 30 day of July, 2009.

Cathy Vivanco
Notary Public

My Commission Expires: Cathy Vivanco
Notary Public
Forsyth County
State of Georgia
My Comm. Expires March 25, 2011

(SEAL)



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LANDLORD:

O'NEAL STEEL, INC., an Alabama corporation

By: *M. T. Valenta*
 Print Name: Mary T. Valenta
 Print Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF Alabama)
)
 COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mary T. Valenta, whose name as Executive VP of O'NEAL STEEL, INC., an Alabama corporation, 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 such instrument, he/she as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 9th day of July, 2009.

Cynthia C. Persall
 Notary Public

(SEAL)

My Commission Expires: January 7, 2011

LENDOR:

GENERAL ELECTRIC CAPITAL CORPORATION, a
Delaware corporation

By:

Print Name:

Print Title:

Matthew N. McAlpine
Matthew N. McAlpine
Duly Authorized Signatory

ACKNOWLEDGMENT

STATE OF Illinois)
)
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Matthew N. McAlpine, whose name as Vice President of GENERAL ELECTRIC CAPITAL CORPORATION., a Delaware corporation, 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 such instrument, he/she as such Duly Authorized Signatory and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 22nd day of July, 2009.

Susan L. Thomas
Notary Public

(SEAL)

My Commission Expires: 11.14.2010

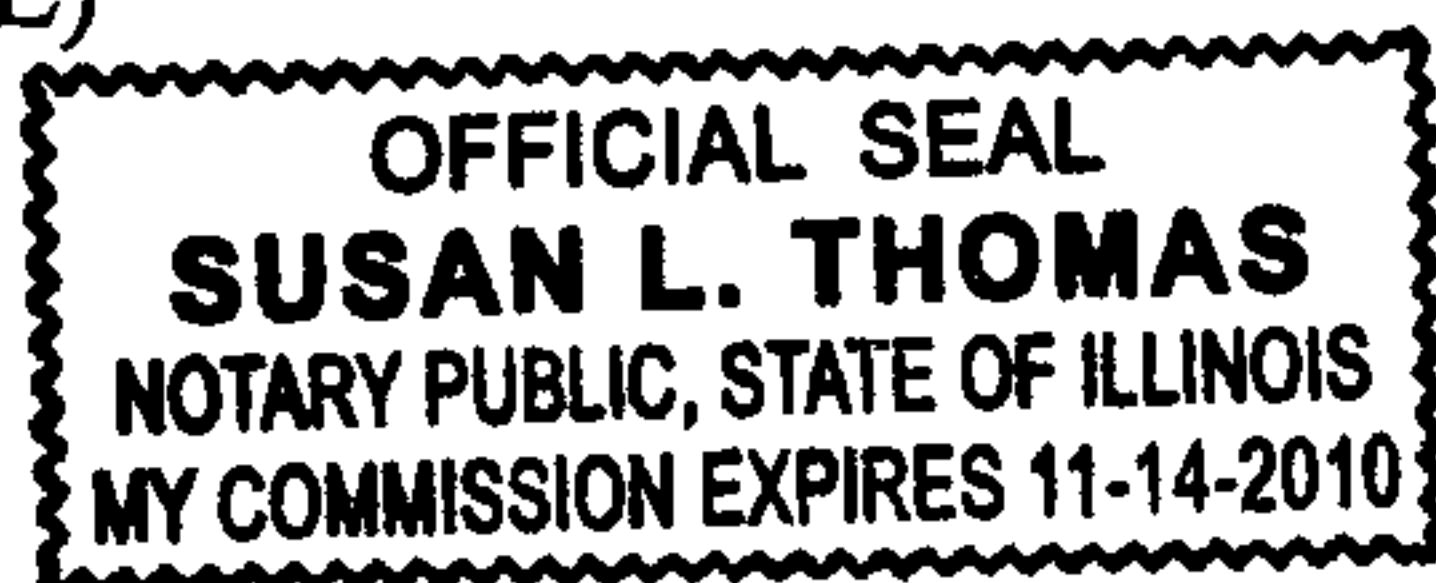



EXHIBIT A

Description of Premises


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Premises is described as follows:

PARCEL

Part of the northeast quarter of the northwest quarter of Section 10, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at a 2" iron pipe found at the southeast corner of the northeast quarter of the northwest quarter of Section 10; thence run North 89 degrees, 07 minutes, 12 seconds West and along the south line of said quarter quarter 583.14 feet; thence run North 00 degrees, 52 minutes, 48 seconds East 97.37 feet to a ½" capped rebar set at the POINT OF BEGINNING; thence run North 14 degrees, 50 minutes, 13 seconds West 100.00 feet to a ½" capped rebar set; thence run South 75 degrees, 09 minutes, 47 seconds West 100.00 feet to a ½" capped rebar set; thence run South 14 degrees, 50 minutes, 13 seconds East 100.00 feet to a ½" capped rebar set; thence run North 75 degrees, 09 minutes, 47 seconds East 100.00 feet to the POINT OF BEGINNING.

Said parcel containing 0.23 acres, more or less.

EASEMENT

A 30 foot access and utility easement lying in and running across part of the northeast quarter of the northwest quarter of Section 10, Township 19 South, Range 2 West, Shelby County, Alabama, and being measured 15 feet either side of the following described centerline:

Commence at a 2" iron pipe found at the southeast corner of the northeast quarter of the northwest quarter of Section 10; thence run North 89 degrees, 07 minutes, 12 seconds West and along the south line of said quarter quarter 583.14 feet; thence run North 00 degrees, 52 minutes, 48 seconds East 97.37 feet to a ½" capped rebar set; thence run North 14 degrees, 50 minutes, 13 seconds West 100.00 feet to a ½" capped rebar set; thence run South 75 degrees, 09 minutes, 47 seconds West 40.00 feet to the POINT OF BEGINNING; thence run North 25 degrees, 59 minutes, 03 seconds West 169.08 feet to the intersection of said centerline of easement and the centerline of Hoehn Drive, thence run South 51 degrees, 19 minutes, 58 seconds West 86.60 feet; thence run South 60 degrees, 26 minutes, 21 seconds West 76.03 feet; thence run South 69 degrees, 01 minutes, 34 seconds West 41.92 feet; thence run South 76 degrees, 14 minutes, 52 seconds West 91.10 feet to the Point of Ending, said point lying at the intersection of said centerline of Hoehn Drive and the centerline of Caldwell Mill Road,