UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 5, 2006

CROWN CASTLE INTERNATIONAL CORP.

(Exact name of registrant as specified in its charter)

Delaware	**001-16441**	**76-0470458**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

510 Bering Drive, Suite 600, Houston, Texas	**77057**
(Address of principal executive offices)	**(Zip Code)**

(713) 570-3000
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☒ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement

On October 5, 2006, Crown Castle International Corp., a Delaware corporation ("Crown Castle"), CCGS Holdings LLC, a Delaware limited liability company and a wholly owned subsidiary of Crown Castle ("Merger Sub"), and Global Signal Inc., a Delaware corporation ("Global Signal"), entered into an Agreement and Plan of Merger ("Merger Agreement") whereby Global Signal will merge with and into Merger Sub ("Merger"), with Merger Sub continuing as the surviving company and a wholly owned subsidiary of Crown Castle following the Merger. Concurrently, Crown Castle and certain stockholders of Global Signal entered into (i) support agreements, whereby such stockholders agreed to vote certain of their shares of Global Signal common stock in favor of the Merger and (ii) a stockholders agreement, whereby Crown Castle agreed to give such stockholders certain registration rights with respect to their shares of Crown Castle common stock acquired in the Merger and certain rights with respect to representation on Crown Castle's board of directors ("Board"). Immediately prior to the execution of the Merger Agreement, Crown Castle amended its stockholder rights agreement to permit the transactions contemplated by the Merger Agreement to occur without triggering the rights of Crown Castle stockholders under such agreement.

MERGER AGREEMENT

Subject to the terms and conditions of the Merger Agreement, at the effective time of the Merger, each outstanding share of common stock of Global Signal (other than shares owned by Global Signal, Crown Castle and Merger Sub) will be converted into the right to receive, at the election of the holder thereof, either 1.61 shares of Crown Castle common stock or $55.95 in cash ("Cash Consideration"). The aggregate amount of Cash Consideration will be capped at $550 million and will be prorated among Global Signal's stockholders in accordance with the Merger Agreement to the extent that the aggregate amount of Cash Consideration elected exceeds this cap. In addition, at the effective time of the Merger, each option and warrant entitling the holder thereof to purchase a share of Global Signal common stock will be converted into an option or warrant, as applicable, to purchase Crown Castle common stock.

The Merger is subject to a number of customary closing conditions, including, but not limited to, (i) the approval of the Merger Agreement by the stockholders of Global Signal, (ii) the approval of the issuance of Crown Castle common stock to be issued in connection with the Merger ("Stock Issuance") by the stockholders of Crown Castle, (iii) the effectiveness of a Form S-4 registration statement to be filed by Crown Castle and (iv) receipt of certain regulatory approvals of the Merger.

Crown Castle and Global Signal have made customary representations and warranties and covenants in the Merger Agreement, including, among others, (i) that each of Crown Castle and Global Signal will cause a meeting of its stockholders to be held to consider the approval of the Stock Issuance and the adoption and approval of the Merger Agreement, respectively, and (ii) that the boards of directors of each of Crown Castle and Global Signal will recommend that their respective stockholders adopt and approve the Merger Agreement and approve the Stock Issuance, as applicable, in each case subject to certain exceptions.

Crown Castle also agreed to expand its Board from 10 to 13 members and to appoint a representative of each of (i) certain investment funds affiliated with Fortress Investment Group LLC (collectively, "Fortress"), (ii) Greenhill Capital Partners, L.P. and certain of its related partnerships (collectively, "Greenhill"), and (iii) Abrams Capital Partners II, L.P. and certain of its related partnerships (collectively, "Abrams", and together with Fortress and Greenhill, the "Global Signal Stockholders"), to the Board upon the consummation of the Merger, each to serve in a different class.

The Merger Agreement contains certain termination rights for Crown Castle and Global Signal, and further provides that if the Merger Agreement is terminated under certain circumstances, Crown Castle or Global Signal will be required to pay the other a termination fee of $139,000,000.

A copy of the Merger Agreement is attached hereto as Exhibit 2.1 and is incorporated herein by reference. The foregoing description of the Merger Agreement is qualified in its entirety by reference to the full text of the Merger Agreement.

SUPPORT AGREEMENTS

Concurrently with the execution of the Merger Agreement, Crown Castle entered into a support agreement with each Global Signal Stockholder ("Support Agreements"), pursuant to which each Global Signal Stockholder agreed to vote certain of its shares of Global Signal common stock (representing in the aggregate 40% of the Global Signal common stock outstanding as of the date of the Merger Agreement) in favor of the Merger, the Merger Agreement and the transactions contemplated by the Merger Agreement and against any alternative transactions. The Support Agreements will terminate upon the earlier of the consummation of the Merger and the termination of the Merger Agreement in accordance with its terms.

Copies of the Support Agreements are attached hereto as Exhibits 10.1, 10.2 and 10.3 and are incorporated herein by reference. The foregoing description of the Support Agreements is qualified in its entirety by reference to the full text of the Support Agreements.

STOCKHOLDERS AGREEMENT

Concurrently with the execution of the Merger Agreement, Crown Castle and the Global Signal Stockholders entered into a Stockholders Agreement ("Stockholders Agreement"), to be effective at the effective time of the Merger, which requires Crown Castle to file an automatic shelf registration statement at or immediately after the effective time of the Merger in order to register the shares of Crown Castle common stock received by the Global Signal Stockholders in the Merger (such shares, the "Registrable Securities"). After the effective time of the Merger, Crown Castle will also be obligated, upon the request of the Global Signal Stockholders, to effect an underwritten offering of Registrable Securities with an aggregate market value of at least $600 million ("Initial Sale"). After the Initial Sale and subject to certain restrictions, the Global Signal Stockholders (i) will have a limited number of demands for Crown Castle to register the Registrable Securities and (ii) will be able to have their respective Registrable Securities registered whenever Crown Castle proposes to register its equity securities. These registration rights also will apply to certain affiliates of the Global Signal Stockholders to whom they transfer Registrable Securities.

Other than (i) the Initial Sale, (ii) the disposal by Abrams of up to 2,000,000 Registrable Securities within five days after the receipt thereof and (iii) sales to certain of their respective affiliates, the Global Signal Stockholders will not be permitted to sell their respective Registrable Securities for the 90-day period following the effective time of the Merger. After that 90-day period and continuing to and including 180 days after the effective time of the Merger, in addition to sales to certain of its affiliates, each Global Signal Stockholder will be permitted to sell 50% of the Registrable Securities it owned as of the effective time of the Merger.

The Stockholders Agreement will give each Global Signal Stockholder the right to renominate one time the director that it selects for appointment to the Board at the effective time of the Merger (or another individual reasonably acceptable to Crown Castle) if such Global Signal Stockholder and certain of its affiliates own more than 3.0% of the outstanding shares of Crown Castle common stock at the time of such renomination. For so long as a Global Signal Stockholder has a designee serving on the Board pursuant to the Stockholders Agreement, that director will have the right to serve on each committee of the Board (other than the strategy committee). Fortress's designee also will have the right to serve on the strategy committee.

A copy of the Stockholders Agreement is attached hereto as Exhibit 4.1 and is incorporated herein by reference. The foregoing description of the Stockholders Agreement is qualified in its entirety by reference to the full text of the Stockholders Agreement.

RIGHTS AGREEMENT AMENDMENT

Immediately prior to the execution of the Merger Agreement, Crown Castle executed an amendment ("Rights Agreement Amendment") to the Amended and Restated Rights Agreement, dated as of September 28, 2000, between Crown Castle International Corp. and Mellon Investor Services LLC (as successor to ChaseMellon Shareholder Services, L.L.C.), as rights agent ("Rights Agreement"), so that, among other things, (i) the execution of the Merger Agreement and the Stockholders Agreement, (ii) the consummation of the Merger or of the other transactions contemplated by the Merger Agreement, the Stockholders Agreement or the Support Agreements, (iii) the receipt of shares of Crown Castle common stock by the Global Signal Stockholders in the Merger, (iv) the transfer of shares of Crown Castle common stock by any Global Signal Stockholder to any of its affiliates or associates or from any affiliate or associate of a Global Signal Stockholder to such Global Signal Stockholder and (v) the exercise by any Global Signal Stockholder of options and warrants acquired in the Merger to acquire Crown Castle common stock, will not trigger the rights of Crown Castle stockholders to purchase shares of preferred stock of Crown Castle under the Rights Agreement.

A copy of the Rights Agreement Amendment is attached hereto as Exhibit 4.2 and is incorporated herein by reference. The foregoing description of the Rights Agreement Amendment is qualified in its entirety by reference to the full text of the Rights Agreement Amendment.

Item 8.01 Other Events

Crown Castle and Global Signal issued a press release on October 6, 2006, announcing the signing of the Merger Agreement, a copy of which is attached hereto as Exhibit 99.1

Item 9.01. Financial Statements and Exhibits

(d) Exhibits

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of October 5, 2006, by and among Global Signal Inc., Crown Castle International Corp. and CCGS Holdings LLC
4.1	Stockholders Agreement, dated as of October 5, 2006, by and among Fortress Pinnacle Investment Fund, FRIT PINN LLC, Fortress Registered Investment Trust, FRIT Holdings LLC, FIT GSL LLC, Greenhill Capital Partners LLC, GCP SPV1, LLC, GCP SPV2, LLC, Abrams Capital International Ltd., Abrams Capital Partners I, LP, Abrams Capital Partners II, LP, Whitecrest Partners, LP, Riva Capital Partners, LP, 222 Partners, LLC and Crown Castle International Corp.
4.2	Amendment No. 1, dated as of October 5, 2006, to the Amended and Restated Rights Agreement, dated as of September 28, 2000, between Crown Castle International Corp. and Mellon Investor Services LLC (as successor to ChaseMellon Shareholder Services, L.L.C.), as rights agent
10.1	Support Agreement, dated October 5, 2006, by and among Fortress Pinnacle Investment Fund LLC, FRIT PINN LLC, Fortress Registered Investment Trust, FRIT Holdings LLC, FIT GSL LLC and Crown Castle International Corp.
10.2	Support Agreement, dated October 5, 2006, by and among Greenhill Capital Partners LLC, GCP SPV1, LLC, GCP SPV2, LLC and Crown Castle International Corp.
10.3	Support Agreement, dated October 5, 2006, by and among Abrams Capital International Ltd., Abrams Capital Partners I, LP, Abrams Capital Partners II, LP, Whitecrest Partners, LP, Riva Capital Partners, LP, 222 Partners, LLC and Crown Castle International Corp.
99.1	Press Release dated October 6, 2006

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CROWN CASTLE INTERNATIONAL CORP.

Dated: October 11, 2006

By: /s/ E. Blake Hawk
E. Blake Hawk
Executive Vice President and General Counsel

EXHIBIT INDEX

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EXHIBIT 2.1

EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

GLOBAL SIGNAL INC.,

CROWN CASTLE INTERNATIONAL CORP.

AND

CCGS HOLDINGS LLC

DATED AS OF OCTOBER 5, 2006

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INDEX OF DEFINED TERMS

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "**Agreement**"), dated as of October 5, 2006, is by and among CROWN CASTLE INTERNATIONAL CORP., a Delaware corporation ("**Crown**"), CCGS HOLDINGS LLC, a Delaware limited liability company ("**Merger Sub**") and a direct wholly-owned subsidiary of Crown, and GLOBAL SIGNAL INC., a Delaware corporation ("**Global**").

W I T N E S S E T H:

WHEREAS, upon the terms and subject to the conditions of this Agreement and in accordance with the General Corporation Law of the State of Delaware (the "**DGCL**") and the Delaware Limited Liability Company Act (the "**DLLC Act**"), Crown, Merger Sub and Global will enter into a business combination transaction pursuant to which Global will merge with and into Merger Sub (the "**Merger**"), with Merger Sub as the surviving entity (subject to Section 1.1, the "**Surviving Company**") and a direct wholly-owned subsidiary of Crown;

WHEREAS, the board of directors of Global (the "**Global Board**") (i) has determined that the Merger is consistent with and in furtherance of the long-term business strategy of Global, and in the best interests of Global and the holders of its common stock, par value $0.01 per share (the "**Global Common Stock**"), and has approved this Agreement, the Merger and the other transactions contemplated by this Agreement and declared their advisability and (ii) has recommended that the stockholders of Global approve and adopt this Agreement and the Merger;

WHEREAS, the board of directors of Crown (the "**Crown Board**") (i) has determined that the Merger is consistent with and in furtherance of the long-term business strategy of Crown, and in the best interests of Crown and its stockholders, and has approved this Agreement and the other Transaction Agreements (as defined below), the Merger, the Share Issuance (as defined below) and the other transactions contemplated by this Agreement and declared their advisability and (ii) has recommended that the stockholders of Crown approve the issuance of common stock, par value $0.01 per share, of Crown (the "**Crown Common Stock**") in connection with the Merger and the other transactions contemplated hereby (the "**Share Issuance**");

WHEREAS, the sole member of Merger Sub has determined that the Merger is in the best interests of Merger Sub and its sole member and has approved this Agreement, the Merger and the other transactions contemplated by this Agreement and declared their advisability;

WHEREAS, concurrently with the execution and delivery of this Agreement (i) Fortress Pinnacle Investment Fund, FRIT PINN LLC, Fortress Registered Investment Trust, FRIT Holdings LLC and FIT GSL LLC (collectively, "**Fortress**"), (ii) Greenhill Capital Partners, LLC, GCP SPV1, LLC and GCP SPV2, LLC (collectively, "**Greenhill**") and (iii) Abrams Capital International, Ltd., Abrams Capital Partners I, LP, Abrams Capital Partners II, LP, Whitecrest Partners, LP, Riva Capital Partners, LP and 222 Partners, LLC

(collectively, "**Abrams**") have entered into and delivered support agreements (collectively, the "**Support Agreements**") to Crown, pursuant to which Fortress, Greenhill and Abrams have agreed, subject to the terms and conditions thereof, to vote certain of their shares (constituting, in the aggregate, 40% of the shares of Global Common Stock outstanding on the date hereof) in favor of this Agreement and the transactions contemplated hereby (including the Merger) and against any transaction or other action that would interfere with this Agreement or any of the transactions contemplated hereby (including the Merger);

WHEREAS, concurrently with the execution and delivery of this Agreement, Crown has entered into a stockholders agreement with Fortress, Greenhill and Abrams (the "**Stockholders Agreement**" and, together with this Agreement and the Support Agreements, the "**Transaction Agreements**"), pursuant to which Crown has granted, subject to the terms and conditions thereof, to each of Fortress, Greenhill and Abrams certain registration rights and certain rights to re-nominate directors to the Crown Board;

WHEREAS, Crown may, prior to the Merger, contribute all of the limited liability company interests in Merger Sub to another limited liability company wholly owned by Crown; and

WHEREAS, for U.S. federal income tax purposes, it is intended by Crown, Merger Sub and Global that (a) the Merger shall qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the rules and regulations promulgated thereunder, (b) this Agreement shall constitute a plan of reorganization, and (c) Crown and Global each shall be a party to such reorganization within the meaning of Section 368(b) of the Code.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements contained in this Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

THE MERGER

Section 1.1 The Merger. Upon the terms and subject to the conditions of this Agreement, and in accordance with the DGCL and the DLLC Act, at the Effective Time (as defined in Section 1.2), Global shall be merged with and into Merger Sub. As a result of the Merger, the separate corporate existence of Global shall cease and Merger Sub shall continue as the Surviving Company following the Merger. The existence of Merger Sub shall continue unaffected and unimpaired by the Merger and, as the Surviving Company, it shall be governed by the Laws (as defined in Section 3.4) of the State of Delaware. At the option of Crown and in lieu of the otherwise applicable provisions of this Section 1.1, the Merger will consist of the merger of Merger Sub with and into Global, with Global as the Surviving Company; *provided* that Crown shall not be entitled to exercise such right to the extent that it would result in the failure to be satisfied of the conditions set forth in either Section 6.2(d) or Section 6.3(d). In the event that Crown makes such an election, the parties shall discuss in good faith appropriate amendments to this Agreement and the other agreements contained herein to give effect to such change.

Section 1.2 Effective Time; Closing. As promptly as practicable (and in any event within three (3) business days) after the satisfaction or waiver of the conditions set forth in ARTICLE VI hereof (other than those conditions that by their nature are to be satisfied at the Closing (as defined below)), the parties hereto shall cause the Merger to be consummated by filing a certificate of merger (the "**Certificate of Merger**") with the Secretary of State of the State of Delaware and by making all other filings or recordings required under the DGCL or the DLLC Act in connection with the Merger, in such form as is required by, and executed in accordance with the relevant provisions of, the DGCL or the DLLC Act, as applicable. The Merger shall become effective at such time as the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware, or at such later time as the parties hereto agree and as shall be specified in the Certificate of Merger (the date and time the Merger becomes effective, the "**Effective Time**"). On the date of such filing, a closing (the "**Closing**") shall be held at 10:00 a.m., Eastern Time, at the offices of Cravath, Swaine & Moore LLP, 825 Eighth Avenue, New York, NY 10019, or at such other time and location as the parties hereto shall otherwise agree. The date on which the Closing occurs is referred to in this Agreement as the "**Closing Date**".

Section 1.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the DGCL and the DLLC Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all the property, rights, privileges, powers and franchises of Global and Merger Sub shall vest in the Surviving Company, and all debts, liabilities, obligations, restrictions, disabilities and duties of Global and Merger Sub shall become the debts, liabilities, obligations, restrictions, disabilities and duties of the Surviving Company.

Section 1.4 Certificate of Formation and Operating Agreement.

(a) The Certificate of Formation of Merger Sub in effect immediately preceding the Effective Time shall be the Certificate of Formation of the Surviving Company until thereafter changed or amended as provided therein or by applicable Law.

(b) The Limited Liability Company Agreement of Merger Sub in effect immediately preceding the Effective Time shall be the Limited Liability Company Agreement of the Surviving Company until thereafter changed or amended or as provided therein or by applicable Law.

Section 1.5 Officers. From and after the Effective Time, until the earlier of their resignation or removal or until their respective successors are duly elected or appointed and qualified in accordance with the Limited Liability Company Agreement of Merger Sub, the officers of Merger Sub at the Effective Time, if any, shall be the officers of the Surviving Company.

ARTICLE II

CONVERSION OF SECURITIES; EXCHANGE PROCEDURES

Section 2.1 Effect on Shares. At the Effective Time, by virtue of the Merger and without any action on the part of Crown, Merger Sub, Global or the holders of any of the following securities:

(a) Subject to the other provisions of this ARTICLE II, each share of Global Common Stock, other than any such share that is a Global Restricted Share (as defined in Section 3.2(a)) as of the Effective Time and that does not become fully vested and nonforfeitable at the Effective Time in accordance with the terms of the applicable award agreement (collectively, the "**Shares**"), issued and outstanding immediately prior to the Effective Time (other than any Shares cancelled pursuant to Section 2.1(b)), shall automatically be converted into and represent the right to receive, at the election of the holder thereof, one of the following (the "**Merger Consideration**"): (i) for each Share with respect to which an election to receive stock has been made effectively and not revoked or deemed to have been made in accordance with Section 2.1(d) (a "**Stock Election**"), 1.61 shares of Crown Common Stock (the "**Stock Consideration**"); and (ii) for each Share with respect to which an election to receive cash has been effectively made and not revoked pursuant to Section 2.1(d) (a "**Cash Election**"), $55.95 in cash, subject to Section 2.1(d)(v) (the "**Cash Consideration**"), in each case payable without interest to the holder of such Share upon surrender, in the manner provided in Section 2.4, of the certificate that formerly evidenced such Share (each, a "**Certificate**").

(b) Each Share held in the treasury of Global and each Share owned directly by Crown or Merger Sub, in each case immediately prior to the Effective Time, shall be canceled without any conversion thereof, and no payment or distribution shall be made with respect thereto.

(c) Each limited liability company interest in Merger Sub (the "**Merger Sub Units**") issued and outstanding immediately prior to the Effective Time shall remain outstanding and unaffected by the Merger and, following the Merger, shall constitute the only outstanding limited liability company interests or other equity interests in the Surviving Company from and after the Effective Time.

(d) Election of Merger Consideration.

(i) Each person who, on or prior to the Election Date (as defined in Section 2.1(d)(ii)), is a record holder of Shares shall be entitled, with respect to all or any portion of such holder's Shares, to make a Stock Election or Cash Election on the basis set forth in this Section 2.1(d). For the avoidance of doubt, a holder of Shares shall be permitted to make a Stock Election with respect to a portion of such holder's Shares and make a Cash Election with respect to such holder's other Shares. If such a holder does not make a Stock Election or a Cash Election with respect to all or any portion of such holder's Shares, such holder will be deemed to have made a Stock Election in the manner herein provided with respect to such Shares.

(ii) Crown shall prepare and mail, or cause to be prepared and mailed, with the Joint Proxy Statement (as defined in Section 5.10(a)) (x) a form of election, which form shall be subject to the reasonable review and comment of Global (the "**Form of Election**"), (y) a letter of transmittal (which shall be in customary form and shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon proper delivery of the Certificates to the Exchange Agent (as defined in Section 2.4(a)) and (z) instructions for use in effecting the surrender of the Certificates pursuant to such letter of transmittal, to the record holders of Shares as of the record date for the Global Stockholders' Meeting (as defined in Section 5.10(a)). The Form of Election shall be used by each record holder of Shares to make an election to receive the Stock Consideration, the Cash Consideration or both for any or all Shares held by such holder. Crown and Global shall use their reasonable best efforts to make the Form of Election, letter of transmittal and instructions available to all persons who become holders of Shares during the period between such record date and the Election Date. Any such holder's election to receive the Stock Consideration, the Cash Consideration or both shall have been properly made only if the Exchange Agent shall have received at its designated office, by 5:00 p.m., New York City time, on the third business day immediately preceding the Global Stockholders' Meeting (the "**Election Date**"), (1) a Form of Election properly completed and signed, (2) a letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, and (3) such other documents as may be required pursuant to such instructions, together with Certificates to which such Form of Election and letter of transmittal relate, duly endorsed in blank or otherwise in form acceptable for transfer on the books of Global.

(iii) Any stockholder of Global may at any time prior to the Election Date change his or her election by written notice received by the Exchange Agent prior to 5:00 p.m., New York City time, on the Election Date accompanied by a properly completed and signed revised Form of Election. Any Form of Election may be revoked by the stockholder submitting it to the Exchange Agent only by written notice received by the Exchange Agent (A) prior to 5:00 p.m., New York City time on the Election Date or (B) after such time, if and to the extent that the Exchange Agent is legally required to permit revocations and the Effective Time shall not have occurred prior to such time. All Forms of Election shall automatically be revoked if the Exchange Agent is notified in writing by Crown and Global that the Merger has been abandoned. If a Form of Election is revoked, the Certificate or Certificates to which such Form of Election relates shall be promptly returned to the stockholder submitting such Form of Election to the Exchange Agent.

(iv) The determination of the Exchange Agent shall be binding as to whether or not elections to receive the Stock Consideration or the Cash Consideration have been properly made, changed or revoked pursuant to this Section 2.1(d) with respect to Shares and when elections, changes and revocations were received by it. If the Exchange Agent determines that any election to

receive the Cash Consideration was not properly made with respect to Shares, such shares shall be treated by the Exchange Agent as shares for which a Stock Election was made in accordance with this Section 2.1(d), and such shares shall be entitled to receive in the Merger the Stock Consideration. The Exchange Agent also shall make all computations as to proration contemplated by Section 2.1(d)(v) (which computation shall be made as soon as practicable following the Election Date), and absent manifest error any such computation shall be conclusive and binding on the holders of Shares. The Exchange Agent may make such rules as are consistent with this Section 2.1(d) for the implementation of the elections provided for herein as shall be necessary or desirable fully to effect such elections.

(v) Notwithstanding anything else in this Agreement to the contrary, the maximum aggregate amount of Cash Consideration that may be paid by Crown pursuant to this Agreement shall be $550,000,000 (the "**Cash Consideration Cap**"); *provided* that the Cash Consideration Cap shall be reduced on a dollar-for-dollar basis to the extent of any cash dividends or other cash distributions declared or paid by Global or any Global Subsidiary (as defined in Section 3.2(d)) prior to the Effective Time (other than (x) dividends and distributions by a direct or indirect wholly owned Global Subsidiary to its parent (without further distribution) and (y) the regular quarterly dividend of $0.525 per share of Global Common Stock that is to be paid by Global on or about October 19, 2006 (the "**Global Third Quarter Dividend**")). If the aggregate amount of cash subject to Cash Elections received by the Exchange Agent (the "**Requested Cash Amount**") exceeds the Cash Consideration Cap, each holder making a Cash Election shall receive, for each Share with respect to which a Cash Election has been made, (1) cash in an amount equal to the product of the Cash Consideration and a fraction, the numerator of which is the Cash Consideration Cap and the denominator of which is the Requested Cash Amount (such product, the "**Prorated Cash Amount**") and (2) a number of shares of Crown Common Stock equal to a fraction, the numerator of which is equal to the Cash Consideration minus the Prorated Cash Amount and the denominator of which is $34.75.

Section 2.2 Equity-Based Awards.

(a) At the Effective Time, each Global Restricted Share that is outstanding and unvested immediately prior to the Effective Time (excluding any Global Restricted Share that becomes fully vested and nonforfeitable at the Effective Time in accordance with the terms of the applicable award agreement) shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and converted, on the same terms and conditions (including vesting) as applied to such Global Restricted Share immediately prior to the Effective Time, into the number of restricted shares of Crown Common Stock (the "**Converted Restricted Shares**") that is equal to the Stock Consideration, *provided* that all fractional Converted Restricted Shares to which a single holder would be entitled shall be aggregated.

(b) At the Effective Time, each Global Deferred Share (as defined in Section 3.2(a)) that is outstanding immediately prior to the Effective Time shall, by virtue of the

Merger and without any action on the part of the holder thereof, be converted, on the same terms and conditions (including vesting) as applied to such Global Deferred Share immediately prior to the Effective Time, into the number of deferred shares with respect to Crown Common Stock (the "**Converted Deferred Shares**") that is equal to the Stock Consideration, *provided* that all fractional Converted Deferred Shares to which a single holder would be entitled shall be aggregated.

(c) At the Effective Time, Crown shall assume the obligations and succeed to the rights of Global under Global's Omnibus Stock Incentive Plan (as amended December 21, 2005) (the "**Omnibus Plan**") with respect to the Converted Restricted Shares and Converted Deferred Shares. Crown shall take all action reasonably necessary or appropriate to have available for issuance or transfer a sufficient number of shares of Crown Common Stock for delivery with respect to the Converted Restricted Shares and the settlement of the Converted Deferred Shares. Promptly after the Effective Time, Crown shall either (i) prepare and file with the SEC a registration statement on Form S-8 (or other appropriate form) registering a number of shares of Crown Common Stock necessary to fulfill Crown's obligations under this Section 2.2 or (ii) assume the Converted Restricted Shares and Converted Deferred Shares under an existing equity incentive plan with respect to which a registration statement on Form S-8 (or other appropriate form) is effective.

(d) Global shall ensure that following the Effective Time, no holder of a Global Restricted Share, Global Deferred Share, Global Option (as defined in Section 2.3(a)) or Global Warrant (as defined in Section 2.3(b)) (or former holder thereof) or any current or former participant in the Omnibus Plan or any other Global Benefit Plan (as defined in Section 3.14(a)) or Global Benefit Agreement (as defined in Section 3.14(a)) shall have any right thereunder to acquire any capital stock of Global, any Global Subsidiary or the Surviving Company or any other equity interest therein (including "phantom" stock or stock appreciation rights).

(e) Prior to the Effective Time, each of Global and Crown shall cause any dispositions of Global Common Stock (including derivative securities with respect to Global Common Stock) or acquisitions of Crown Common Stock (including derivative securities with respect to Crown Common Stock) resulting from the transactions contemplated by this Agreement by each individual who is subject to the reporting requirements of Section 16(a) of the Exchange Act (as defined in Section 3.5) with respect to Global or Crown to be exempt under Rule 16b-3 promulgated under the Exchange Act.

Section 2.3 Options and Warrants.

(a) Options. At the Effective Time, each option entitling the holder thereof to purchase a share of Global Common Stock (a "**Global Option**") that is outstanding at such time, whether or not exercisable and whether or not vested, shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and converted, on the same terms and conditions as applied to such Global Option immediately prior to the Effective Time, into an option to purchase a number of shares of Crown Common Stock (a "**Converted Option**") (rounded down to the nearest whole share) equal to the product of (i) the number of shares of Global Common Stock subject to such Global Option as of the Effective Time and (ii) the Stock Consideration, at an exercise price per share of Crown Common Stock (rounded up to the nearest

whole cent) equal to the quotient obtained by dividing (A) the aggregate exercise price for the shares of Global Common Stock subject to such Global Option as of the Effective Time by (B) the aggregate number of shares of Crown Common Stock subject to such Converted Option after giving effect to the adjustments in this Section 2.3(a).

(b) Warrants. At the Effective Time, each warrant entitling the holder thereof to purchase a share of Global Common Stock (a "**Global Warrant**") that is outstanding at such time, whether or not exercisable and whether or not vested, granted under the Warrant Agreement, dated February 13, 2006, by and between Global and American Stock Transfer & Trust Company (the "**Warrant Agreement**"), shall, by virtue of the Merger and without any action on the part of the holder thereof, be cancelled and converted, on the same terms and conditions (including vesting) as applied to such Global Warrant immediately prior to the Effective Time, into a warrant entitling such holder thereof to purchase a number of shares of Crown Common Stock (a "**Converted Warrant**") (rounded down to the nearest whole share) equal to the product of (i) the number of shares of Global Common Stock subject to such Global Warrant as of the Effective Time and (ii) the Stock Consideration, at an exercise price per share of Crown Common Stock (rounded up to the nearest whole cent) equal to the quotient obtained by dividing (A) the aggregate exercise price for the shares of Global Common Stock subject to such Global Warrant as of the Effective Time by (B) the aggregate number of shares of Crown Common Stock subject to such Converted Warrant after giving effect to the adjustments in this Section 2.3(b).

Section 2.4 Exchange of Certificates.

(a) Exchange Agent. At the Effective Time, Crown shall deposit, or shall cause to be deposited, with a bank or trust company that, prior to the mailing of the Joint Proxy Statement, may be designated by Crown, and that is reasonably satisfactory to Global, to act as exchange agent (the "**Exchange Agent**"), for the benefit of the holders of Shares, for exchange in accordance with this ARTICLE II through the Exchange Agent, (i) certificates representing the shares of Crown Common Stock issuable as the Stock Consideration portion of the Merger Consideration pursuant to Section 2.1(a), (ii) cash or a check in an amount of U.S. dollars (after giving effect to any required withholdings pursuant to Section 2.4(i)) equal to the amount of cash payable as the Cash Consideration portion of the Merger Consideration pursuant to Section 2.1(a) and (iii) cash, from time to time as required to make payments in lieu of any fractional shares pursuant to Section 2.4(e) or with respect to dividends or other distributions payable pursuant to Section 2.4(c) (such cash and certificates for shares of Crown Common Stock being hereinafter referred to as the "**Exchange Fund**"). The Exchange Agent shall, pursuant to irrevocable instructions, deliver the shares of Crown Common Stock and cash contemplated to be issued pursuant to Section 2.1(a) and this Section 2.4(a) out of the Exchange Fund. Except as contemplated by Section 2.4(g) hereof, the Exchange Fund shall not be used for any other purpose.

(b) Exchange Procedures. Immediately after the Effective Time, upon surrender to the Exchange Agent, whether prior to or after the Election Date, of a Certificate for cancellation, together with a letter of transmittal, duly completed and validly executed in accordance with the instructions thereto, and such other documents as may be required pursuant to such instructions, the holder of such Certificate shall be entitled to receive in exchange

therefor: (A) a certificate representing that number of whole shares of Crown Common Stock which such holder has the right to receive in respect of the Shares formerly represented by such Certificate after taking into account all Shares then held by such holder, (B) a check in an amount of U.S. dollars (after giving effect to any required withholdings pursuant to Section 2.4(i)) equal to the amount of cash to which such holder is entitled pursuant to Section 2.1(a) and (C) cash in lieu of any fractional shares of Crown Common Stock to which such holder is entitled pursuant to Section 2.4(e) and any dividends or other distributions to which such holder is entitled pursuant to Section 2.4(c), and the Certificate so surrendered shall forthwith be cancelled. No interest will be paid or will accrue on any cash payable pursuant to Section 2.4(c) or (e). Unless the duly completed and validly executed letter of transmittal provides otherwise, for all purposes of this Section 2.4 and in accordance with Treasury Regulation Section 1.358-2(a)(2)(ii), (i) a holder will be treated as having surrendered, in exchange for the total Cash Consideration, if any, to be paid to such holder under Section 2.1(d) (with respect to a holder, the "**Cash Portion**"), the number of Shares equal to the quotient of (x) such holder's Cash Portion, divided by (y) the Cash Consideration; and (ii) for purposes of clause (i), the Certificates surrendered by a holder in exchange for such holder's Cash Portion will be deemed to be: (A) first, of those Certificates evidencing Shares held by such holder for more than one year before the Merger within the meaning of Section 1223 of the Code, if any, those Certificates with the highest Federal income Tax basis, in descending order until such Certificates are exhausted or the Cash Portion for such holder is fully paid, then (B) of all other of such holder's Certificates, those Certificates with the highest Federal income Tax basis, in descending order until the Cash Portion for such holder is fully paid. In the event of a transfer of ownership of Shares that is not registered in the transfer records of Global, the Merger Consideration to which such holder is entitled (including, if applicable, a check for cash in lieu of any fractional shares of Crown Common Stock to which such holder is entitled pursuant to Section 2.4(e)) and a check for any dividends or other distributions to which such holder is entitled pursuant to Section 2.4(c) may be issued to a transferee if the Certificate representing such Shares is presented to the Exchange Agent, accompanied by all documents required to evidence and effect such transfer and by evidence that any applicable stock transfer taxes have been paid. Until surrendered as contemplated by this Section 2.4, each Certificate shall be deemed at all times after the Effective Time to represent only the right to receive upon such surrender the Merger Consideration, the cash in lieu of any fractional shares of Crown Common Stock to which such holder is entitled pursuant to Section 2.4(e) and any dividends or other distributions to which such holder is entitled pursuant to Section 2.4(c).

(c) Distributions with Respect to Unexchanged Shares. No dividends or other distributions declared or made after the Effective Time with respect to the Crown Common Stock with a record date after the Effective Time shall be paid to the holder of any unsurrendered Certificate with respect to the shares of Global Common Stock formerly represented thereby, until the holder of such Certificate shall surrender such Certificate. Subject to the effect of escheat, tax or other applicable Laws, following surrender of any such Certificate, there shall be paid to the holder of the certificates representing whole shares of Crown Common Stock issued in exchange therefor, without interest, (i) promptly, the amount of dividends or other distributions with a record date after the Effective Time and theretofore paid with respect to such whole shares of Crown Common Stock, and (ii) at the appropriate payment date, the amount of dividends or other distributions, with a record date after the Effective Time but prior to surrender

and a payment date occurring after surrender, payable with respect to such whole shares of Crown Common Stock.

(d) No Further Rights in Global Common Stock. All cash paid and shares of Crown Common Stock issued upon conversion of the Shares in accordance with the terms of this ARTICLE II (including any cash paid pursuant to Section 2.4(c) or (e)) shall be deemed to have been paid and issued in full satisfaction of all rights pertaining to such Shares.

(e) No Fractional Shares. No certificates or script representing fractional shares of Crown Common Stock shall be issued upon the surrender for exchange of Certificates, and such fractional shares interests will not entitle the owner thereof to vote or to any other rights of a stockholder of Crown. Each holder of Shares exchanged pursuant to the Merger who would otherwise be entitled to receive a fraction of a share of Crown Common Stock (after taking into account all Certificates delivered by such holder) shall receive, upon surrender of such holder's Certificates in accordance with this Section 2.4, an amount in cash (without interest) equal to the product obtained by multiplying (i) such fractional share interest to which such holder would otherwise be entitled by (ii) $34.75. As promptly as practicable after the determination of the amount of cash, if any, to be paid to holders of fractional share interests, the Exchange Agent shall so notify Crown, and Crown shall deposit such amount with the Exchange Agent and shall cause the Exchange Agent to forward payments to such holders of fractional share interests subject to and in accordance with the terms of Section 2.4(b).

(f) Adjustments to Merger Consideration. The Merger Consideration shall be adjusted to reflect appropriately the effect of any forward or reverse stock split, stock dividend (including any dividend or distribution of securities convertible into Crown Common Stock or Global Common Stock), reorganization, recapitalization, reclassification, combination, exchange of shares or other like change with respect to Crown Common Stock or Global Common Stock occurring on or after the date hereof and prior to the Effective Time. The Cash Consideration Cap shall be reduced on a dollar-for-dollar basis to the extent of any cash dividends or other cash distributions declared or paid by Global or any Global Subsidiary prior to the Effective Time (other than (x) dividends and distributions by a direct or indirect wholly owned Global Subsidiary to its parent (without further distribution) and (y) the Global Third Quarter Dividend).

(g) Termination of Exchange Fund. Any portion of the Exchange Fund (including any interest received with respect thereto) that remains undistributed to the holders of Global Common Stock for six months after the Effective Time shall be delivered to Crown, upon demand, and shall be held in trust for the benefit of any holders of Global Common Stock who have not theretofore complied with this ARTICLE II without any interest thereon, subject to the effect of escheat, tax or other applicable Law.

(h) No Liability. Neither the Exchange Agent nor any party hereto shall be liable to any holder of Certificates for any such Shares (or dividends or distributions with respect thereto), or cash delivered to a public official pursuant to any abandoned property, escheat or similar Law. If any Certificate has not been surrendered prior to two years after the Effective Time (or immediately prior to such earlier date on which Merger Consideration or any dividends or distributions with respect to Crown Common Stock as contemplated by Section 2.4(c) in respect of such Certificate would otherwise escheat to or become the property of any

Governmental Entity (as defined in Section 3.5)), any such shares, cash, dividends or distributions in respect of such Certificate shall, to the extent permitted by applicable Law, become the property of the Surviving Company, free and clear of all claims or interest of any person previously entitled thereto.

(i) Withholding Rights. Each of the Surviving Company, Crown and the Exchange Agent shall be entitled to deduct and withhold from the Merger Consideration otherwise payable pursuant to this Agreement to any holder of Shares such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code, or any provision of federal, state, local or foreign Tax Law. To the extent that amounts are so withheld by Crown or the Exchange Agent, as the case may be, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the holder of the Shares in respect to which such deduction and withholding was made by Crown or the Exchange Agent, as the case may be.

(j) Lost Certificates. If any Certificate shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such Certificate to be lost, stolen or destroyed and, if required by Crown, the posting by such person of a bond, in such reasonable amount as Crown may direct, as indemnity against any claim that may be made against it with respect to such Certificate, the Exchange Agent will issue in exchange for such lost, stolen or destroyed Certificate the Merger Consideration, any cash in lieu of fractional shares of Crown Common Stock to which the holders thereof are entitled pursuant to Section 2.4(e) and any dividend or other distributions to which the holders thereof are entitled pursuant to Section 2.4(c).

(k) Investment of Exchange Fund. The Exchange Agent shall invest any cash included in the Exchange Fund, as directed by Crown, on a daily basis. Any interest and other income resulting from such investments shall be paid to Crown.

Section 2.5 Stock Transfer Books. At the Effective Time, the stock transfer books of Global shall be closed and there shall be no further registration of transfers of Shares thereafter on the records of Global. From and after the Effective Time, the holders of Certificates representing Shares outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Shares, except as otherwise provided in this Agreement or by Law. On or after the Effective Time, any Certificates presented to the Exchange Agent or Crown for any reason shall be converted into the right to receive the Merger Consideration, any cash in lieu of fractional shares of Crown Common Stock to which the holders thereof are entitled pursuant to Section 2.4(e) and any dividends or other distributions to which the holders thereof are entitled pursuant to Section 2.4(c).

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF GLOBAL

Global represents and warrants to each of the other parties hereto as follows (except (i) as set forth in the written disclosure letter (which letter shall in each case specifically identify by reference to Sections of this Agreement any exceptions to each of the representations,

warranties and covenants contained in this Agreement; *provided*, *however*, that any information set forth in one section or subsection of such disclosure letter shall be deemed to apply to each other section or subsection thereof or hereof to which its relevance is readily apparent on its face) delivered by Global to Crown and Merger Sub in connection with the execution and delivery of this Agreement (the "**Global Disclosure Letter**") or (ii) as readily apparent from disclosure in the Global SEC Reports (as defined in Section 3.7) filed or furnished to the Securities and Exchange Commission (the "**SEC**") by Global, and in either case, publicly available on or prior to the date hereof, but excluding, in each case, any disclosures set forth in any risk factor section, in any section relating to forward-looking statements and any other disclosures included therein to the extent that they are cautionary, predictive or forward-looking in nature):

Section 3.1 Organization and Standing.

(a) Global is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation. Global has made available to Crown complete and correct copies of the minutes (or, in the case of minutes that have not yet been finalized, drafts thereof) of all meetings of the stockholders of Global and each of the Global Subsidiaries, the boards of directors of Global and each of the Global Subsidiaries, and the committees of each such board of directors, in each case held since January 1, 2004 and prior to the date hereof.

(b) (i) Each Global Subsidiary is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, and (ii) each of Global and each Global Subsidiary (x) has full corporate (or similar) power and authority and all necessary government approvals to own, lease and operate its properties and assets and to conduct its business as presently conducted, and (y) is duly qualified or licensed to do business as a foreign corporation, limited partnership, partnership or limited liability company and is in good standing in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except in the case of clauses (b)(i) and (b)(ii), where any such failure has not had, or is not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect (as defined in Section 8.12(b)). Global has furnished or made available to Crown true and complete copies of the Amended and Restated Certificate of Incorporation of Global, as amended through the date of this Agreement (as so amended, the "**Global Certificate of Incorporation**"); the Second Amended and Restated Bylaws of Global, as amended through the date of this Agreement (as so amended, the "**Global Bylaws**"); and the comparable charter and organizational documents of each Global Subsidiary, in each case as amended through the date of this Agreement. The Global Certificate of Incorporation and the Global Bylaws are in full force and effect and have not been amended or otherwise modified. Global is not in material violation of any provision of the Global Certificate of Incorporation or the Global Bylaws, and no Global Subsidiary is in material violation of any provision of its certificate of incorporation, bylaws or equivalent organizational documents.

For purposes of this Agreement, a "**Subsidiary**" of any person means another person, (i) an amount of the voting securities, other voting rights or voting partnership interests of which that is sufficient to elect at least a majority of its board of directors or other governing body is directly or indirectly owned or controlled by such first person or by any one or more of its Subsidiaries, or by such first person and one or more of its Subsidiaries (or, if there are no

such voting interests, 50% or more of the equity interests of which is owned directly or indirectly by such first person) or (ii) of which such first person or any other Subsidiary of such first person is a general partner (excluding partnerships, the general partnership interests of which held by such first person and any Subsidiary of such first person do not have a majority of the voting interests in such partnership).

Section 3.2 Capitalization.

(a) The authorized capital stock of Global consists of (i) 150,000,000 shares of Global Common Stock and (ii) 20,000,000 shares of preferred stock, par value $0.01 per share (the "**Global Preferred Stock**"). At the close of business on September 29, 2006, (A) 70,222,876 shares of Global Common Stock were issued and outstanding (including 358,365 shares of Global Common Stock that were outstanding as of the relevant time but were subject to vesting or other forfeiture restrictions or a right of repurchase by Global as of such time (shares so subject, "**Global Restricted Shares**")), (B) 29,327 shares of Global Common Stock were held by Global in its treasury, (C) 8,715,000 shares of Global Common Stock were reserved for issuance pursuant to the Omnibus Plan, of which no shares of Global Common Stock were subject to outstanding and unexercised options to purchase Global Common Stock, (D) 644,000 shares of Global Common Stock were subject to outstanding and unexercised Global Options, (E) 420,220 shares of Global Common Stock were subject to outstanding and unexercised Global Warrants, and (F) a maximum of 2,887 shares of Global Common Stock could be issued pursuant to outstanding deferred share awards with respect to Global Common Stock (each such deferred share award, a "**Global Deferred Share**"). At the close of business on September 29, 2006, no shares of Global Preferred Stock were issued and outstanding and no shares of Global Preferred Stock were held in the treasury of Global.

(b) Except as set forth in Section 3.2(a) above, at the close of business on September 29, 2006, no shares of capital stock or other voting securities of Global were issued, reserved for issuance or outstanding. From September 29, 2006, until the date of this Agreement, there have been no issuances by Global of shares of capital stock of, or other equity or voting interests in, Global, other than the issuance of shares of Global Common Stock pursuant to the exercise of Global Options and Global Warrants outstanding as of September 29, 2006, each in accordance with their terms as in effect on September 29, 2006. Except as set forth in Section 3.2(a), as of the date hereof, there are no options, warrants, convertible or exchangeable securities, subscriptions, stock appreciation rights, phantom stock rights or stock equivalents or other rights, agreements, arrangements or commitments (contingent or otherwise) of any character issued or authorized by Global or any Global Subsidiary (i) relating to any issued or unissued capital stock or equity interest of Global or any Global Subsidiary, (ii) obligating Global or any Global Subsidiary to issue, deliver or sell, or cause to be issued, delivered or sold, any shares of capital stock of, or options, warrants, convertible or exchangeable securities, subscriptions or other equity interests in, Global or any Global Subsidiary or (iii) that give any person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights accruing to holders of capital stock Global or any Global Subsidiary (each of (i), (ii) and (iii), collectively, the "**Global Stock Rights**"). All outstanding shares of Global Common Stock are, and all shares of Global Common Stock that may be issued prior to the Effective Time will be when issued, duly authorized, validly issued, fully paid and nonassessable. There are no outstanding contractual obligations of Global or any Global Subsidiary to

repurchase, redeem or otherwise acquire any capital stock or equity interest of Global (including any shares of Global Common Stock) or any Global Subsidiary or any Global Stock Rights or to pay any dividend or make any other distribution in respect thereof or to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any person.

(c) Section 3.2(c) of the Global Disclosure Letter sets forth a true, complete and correct list, as of September 29, 2006, of (i) all Global Options, the number of shares of Global Common Stock subject thereto, the grant dates, expiration dates, the exercise or base prices and vesting schedules thereof and the names of the holders thereof, (ii) all outstanding Global Warrants, the number of shares of Global Common Stock subject thereto, the grant dates, expiration dates, the exercise or base prices and vesting schedules thereof and the names of the holders thereof, (iii) all outstanding Global Restricted Shares, the grant dates, vesting schedules, repurchase prices (if any) and names of the holders thereof and (iv) all outstanding Global Deferred Shares, the maximum number of shares of Global Common Stock that may be issued pursuant to each such Global Deferred Share, the grant dates, vesting schedules and names of the holders thereof. Each outstanding Global Restricted Share, Global Deferred Share, Global Option and Global Warrant may, pursuant to its terms, be treated at the Effective Time as set forth in Section 2.2 or 2.3, as applicable.

(d) Exhibit 21.1 to Global's Annual Report on Form 10-K for the fiscal year ended December 31, 2005 includes all the Subsidiaries of Global (each a "**Global Subsidiary**" and together, the "**Global Subsidiaries**") in existence as of the date hereof. All the outstanding shares of capital stock of, or other equity interests in, each such Global Subsidiary have been duly authorized and validly issued and are fully paid and nonassessable and are, except as set forth in such Exhibit 21.1, owned directly or indirectly by Global, free and clear of all pledges, claims, liens, charges, encumbrances and security interests of any kind or nature whatsoever (collectively, "**Liens**") and free of any other restriction (including any restriction on the right to vote, sell or otherwise dispose of such capital stock or other ownership interests), except for restrictions imposed by applicable securities laws. Neither Global nor any of the Global Subsidiaries directly or indirectly owns or has any right or obligation to subscribe for or otherwise acquire any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for, any corporation, partnership, joint venture or other business association or entity (other than the Global Subsidiaries).

Section 3.3 Authority for Agreement.

(a) Global has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and, subject to obtaining the Global Stockholder Approval (as defined below) in connection with this Agreement and the Merger, to consummate the Merger and the other transactions contemplated by this Agreement. The execution, delivery and performance by Global of this Agreement and the consummation by Global of the Merger and the other transactions contemplated by this Agreement, have been duly authorized by all necessary corporate action on the part of Global and no other corporate proceedings on the part of Global are necessary to authorize this Agreement or to consummate the Merger or the other transactions contemplated by this Agreement (other than obtaining the Global Stockholder Approval and the filing and recordation of appropriate merger documents as required by the DGCL and the DLLC Act). This Agreement has been duly executed and

delivered by Global and, assuming the due authorization, execution and delivery by Crown and Merger Sub, constitutes a legal, valid and binding obligation of Global enforceable against Global in accordance with its terms subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights and remedies of creditors generally and to the effect of general principles of equity. The affirmative vote of a majority of the outstanding shares of Global Common Stock entitled to vote in accordance with the DGCL, the Global Certificate of Incorporation and the Global Bylaws (the "**Global Stockholder Approval**") is the only vote of the holders of capital stock of Global necessary to adopt and approve this Agreement, the Merger and the other transactions contemplated by this Agreement.

(b) The Global Board, at a meeting duly called and held, duly and unanimously adopted resolutions (i) approving this Agreement and the other Transaction Agreements, the Merger and the other transactions contemplated by this Agreement, (ii) determining that the terms of the Merger and the other transactions contemplated by this Agreement are fair to and in the best interests of Global and its stockholders, (iii) recommending that Global's stockholders adopt this Agreement and (iv) declaring that this Agreement is advisable. Such resolutions are sufficient to render inapplicable to Crown and Merger Sub, this Agreement, the Merger and the other transactions contemplated by this Agreement, and the other Transaction Agreements and the transactions contemplated thereby, the restrictions set forth in Article IV, Part D of the Global Certificate of Incorporation. The provisions of Section 203 of the DGCL are inapplicable to Crown and Merger Sub, this Agreement, the Merger and the other transactions contemplated by this Agreement by virtue of the express election of Global set forth in the Global Certificate of Incorporation not to be governed by Section 203 of the DGCL. To Global's knowledge, no other state takeover statute or similar statute or regulation applies or purports to apply to Global with respect to this Agreement, the Merger or any other transaction contemplated by this Agreement or the other Transaction Agreements and the transactions contemplated thereby.

(c) Goldman, Sachs & Co., the financial advisor to the Global Board (the "**Global Financial Advisor**"), has delivered to the Global Board its opinion to the effect that, as of the date of such opinion and based on the assumptions, qualifications and limitations contained therein, the Merger Consideration is fair, from a financial point of view, to the holders of Global Common Stock. Global has made available to Crown, for informational purposes only, a correct and complete copy of the form of such opinion prior to the execution of this Agreement.

Section 3.4 No Conflict. The execution and delivery of this Agreement by Global do not, and the performance of this Agreement by Global and the consummation of the Merger and the other transactions contemplated by this Agreement will not, (a) assuming the Global Stockholder Approval is obtained, conflict with or violate (i) the Global Certificate of Incorporation or the Global Bylaws or (ii) the equivalent organizational documents of any of the Global Subsidiaries, (b) subject to Section 3.5 and assuming the Global Stockholder Approval is obtained, conflict with or violate any United States federal, state or local or any foreign statute, law, rule, regulation, ordinance, code or any other requirement or rule of law (a "**Law**") or any charge, order, writ, injunction, judgment, decree, ruling, determination, directive, award or settlement, whether civil, criminal or administrative (an "**Order**"), in each case applicable to Global or any of the Global Subsidiaries or by which any property or asset of Global or any of

the Global Subsidiaries is bound or affected, or (c) result in a breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under, give to others any right of termination, amendment, acceleration or cancellation of, result in the triggering of any payment or other obligation or any right of consent, or result in the creation of a Lien on any property or asset of Global or any of the Global Subsidiaries pursuant to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Global or any of the Global Subsidiaries is a party or by which Global or any of the Global Subsidiaries or any property or asset of any of them is bound or affected (including any Global Material Contract (as defined in Section 3.12(a)), except, in the case of clauses (a)(ii), (b) and (c) above, for any such conflicts, violations, breaches, defaults or other occurrences which have not had and are not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.5 Required Filings and Consents. The execution and delivery of this Agreement by Global do not, and the performance of this Agreement by Global will not, require any consent, approval, order, authorization or permit of, or declaration, registration, filing with, or notification to, any United States federal, state or local or any foreign government or any court, administrative or regulatory agency or commission or other governmental authority or agency, domestic or foreign (a "**Governmental Entity**"), except for (i) applicable requirements, if any, of (A) the Securities Act of 1933, as amended (the "**Securities Act**"), and the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), including, without limitation, the filing with the SEC of the Joint Proxy Statement and of the Registration Statement (as defined in Section 5.10(a)) in which the Joint Proxy Statement will be included as a prospectus, and declaration of effectiveness of the Registration Statement, (B) state securities or "blue sky" laws, (C) the DGCL and the DLLC Act to file the Certificate of Merger or other appropriate documentation and (D) the New York Stock Exchange (the "**NYSE**"), (ii) those required by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "**HSR Act**"), (iii) such filings and approvals as are required to be made or obtained under any foreign antitrust, competition or similar Laws in connection with the consummation of the Merger and the other transactions contemplated by this Agreement, (iv) the filing of customary applications and notices, as applicable, (A) with the Federal Aviation Administration (the "**FAA**"), and any approvals of such applications and notices, or (B) with the Federal Communications Commission (the "**FCC**") under the Communications Act of 1934, as amended (the "**Communications Act**"), and any approvals of such applications and notices, which, in the case of this clause (iv), are required or appropriate with respect to the transactions contemplated by this Agreement and related to Global's ownership or operation of communications or broadcast towers and the assets and properties relating thereto and (v) customary filings, notices and approvals with any state public service, public utility commissions, state environmental agencies or similar state regulatory bodies with respect to the transactions contemplated by this Agreement and related to the consummation of the Merger and the other transactions contemplated by this Agreement as a result of Global's ownership or operation of communications or broadcast towers and the assets and properties relating thereto.

Section 3.6 Compliance; Regulatory Compliance.

(a) Each of Global and the Global Subsidiaries (i) has been operated at all times in compliance with all Laws applicable to Global or any of the Global Subsidiaries or by

which any property, business or asset of Global or any of the Global Subsidiaries is bound or affected and (ii) is not in default or violation of any governmental licenses, permits or franchises to which Global or any of the Global Subsidiaries is a party or by which Global or any of the Global Subsidiaries or any property or asset of Global or any of the Global Subsidiaries is bound or affected other than, in the case of clauses (i) and (ii) above, failures to comply, defaults or violations which do not have and are not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. Neither Global nor any Global Subsidiary has received any written communication during the past two years from a Governmental Entity that alleges that Global or a Global Subsidiary is not in compliance with any applicable Law, except for failures to be in compliance that, individually or in the aggregate, have not had and are not reasonably expected to have a Material Adverse Effect.

(b) Each of Global and the Global Subsidiaries has in effect all required governmental licenses, permits, certificates, approvals and authorizations necessary for the conduct of their business and the use of their properties and assets, as presently conducted and used, except where such failure has not had, or is not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect; and neither Global nor any Global Subsidiary has received notice from any Governmental Entity that any such license, permit, certificate, approval or authorization is subject to any adverse action which has had, or is reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) This Section 3.6 does not relate to Tax matters, employee benefits matters, labor relations matters, environmental matters, intellectual property matters or matters related to the Foreign Corrupt Practices Act and international trade sanctions, which are the subjects of Sections 3.9, 3.14, 3.15, 3.16, 3.17 and 3.21, respectively.

Section 3.7 SEC Filings; Financial Statements.

(a) Each of Global and the Global Subsidiaries has filed all forms, reports, statements and documents required to be filed with the SEC since June 2, 2004 (the "**Global SEC Reports**"), each of which has complied in all material respects with the applicable requirements of the Securities Act and the rules and regulations promulgated thereunder, the Exchange Act and the rules and regulations promulgated thereunder, and the Sarbanes-Oxley Act of 2002 (the "**Sarbanes-Oxley Act**") and the rules and regulations promulgated thereunder, each as in effect on the date so filed, except to the extent updated, amended, restated or corrected by a subsequent Global SEC Report filed or furnished to the SEC by Global, and in either case, publicly available prior to the date hereof (each, a "**Global Filed SEC Report**"). None of the Global SEC Reports (including any financial statements or schedules included or incorporated by reference therein) contained when filed or currently contains, and any Global SEC Reports filed with the SEC subsequent to the date hereof will not contain, any untrue statement of a material fact or omission to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except to the extent updated, amended, restated or corrected by a subsequent Global Filed SEC Report.

(b) Except to the extent updated, amended, restated or corrected by a subsequent Global Filed SEC Report, all of the financial statements included in the Global SEC

Reports, in each case, including any related notes thereto, as filed with the SEC (those filed with the SEC are collectively referred to as the "**Global Financial Statements**"), comply as to form in all material respects with applicable accounting requirements and the published rules of the SEC with respect thereto and have been prepared in accordance with U.S. generally accepted accounting principles ("**GAAP**") applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto or, in the case of the unaudited statements, as may be permitted by Form 10-Q of the SEC and subject, in the case of the unaudited statements, to normal, year-end audit adjustments which are not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect). The condensed consolidated balance sheets (including the related notes) included in such Global Financial Statements (if applicable, as updated, amended, restated or corrected in a subsequent Global Filed SEC Report) fairly present, in all material respects, the condensed consolidated financial position of Global and the Global Subsidiaries at the respective dates thereof, and the condensed consolidated statements of operations, stockholders' equity and cash flows (in each case, including the related notes) included in such Global Financial Statements (if applicable, as updated, amended, restated or corrected in a subsequent Global Filed SEC Report) fairly present, in all material respects, the condensed consolidated statements of operations, stockholders' equity and cash flows of Global and the Global Subsidiaries for the periods indicated, subject, in the case of the unaudited statements, to normal, year-end adjustments which are not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Neither Global nor any of the Global Subsidiaries has any liabilities or obligations of any kind whatsoever, whether or not accrued and whether or not contingent or absolute, that are material to Global and the Global Subsidiaries, taken as a whole, other than (i) liabilities or obligations disclosed or provided for in the unaudited condensed consolidated balance sheet of Global as of June 30, 2006, including the notes thereto, contained in the Global SEC Reports, (ii) liabilities or obligations incurred on behalf of Global in connection with this Agreement and the contemplated Merger, (iii) liabilities or obligations incurred in the ordinary course of business consistent with past practice since June 30, 2006, and (iv) other liabilities or obligations that are otherwise covered by insurance.

(d) Each of the principal executive officer of Global and the principal financial officer of Global (or each former principal executive officer of Global and each former principal financial officer of Global, as applicable) has made all certifications required by Rule 13a-14 or 15d-14 under the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act with respect to the Global SEC Reports, and the statements contained in such certifications are true and accurate. For purposes of this Agreement, "principal executive officer" and "principal financial officer" shall have the meanings given to such terms in the Sarbanes-Oxley Act. Neither Global nor any of the Global Subsidiaries has any outstanding, or has arranged any outstanding, "extensions of credit" to directors or executive officers within the meaning of Section 402 of the Sarbanes-Oxley Act.

(i) Global maintains a system of "internal control over financial reporting" (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) sufficient to provide reasonable assurance (A) that transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP, consistently applied, (B) that transactions are executed only in accordance with the authorization of

management and (C) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of Global's assets.

(ii) Global's "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) are reasonably designed to ensure that all information (both financial and non-financial) required to be disclosed by Global in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to Global's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications of the chief executive officer and chief financial officer of Global required under the Exchange Act with respect to such reports.

(iii) Neither Global nor any of the Global Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar contract (including any contract or arrangement relating to any transaction or relationship between or among Global or any of the Global Subsidiaries, on the one hand, and any unconsolidated affiliate, including any structured finance, special purpose or limited purpose entity or person, on the other hand, or any "off-balance sheet arrangements" (as defined in Item 303(a) of Regulation S-K of the SEC), where the result, purpose or intended effect of such contract is to avoid disclosure of any material transaction involving, or material liabilities of, Global or any of the Global Subsidiaries in Global's or such Global Subsidiary's published financial statements or other Global SEC Reports.

(iv) Since June 2, 2004, Global has not received any oral or written notification of any (x) "significant deficiency" or (y) "material weakness" in Global's internal controls over financial reporting. There is no outstanding "significant deficiency" or "material weakness" which Global's independent accountants certify has not been appropriately and adequately remedied by Global. For purposes of this Agreement, the terms "significant deficiency" and "material weakness" shall have the meanings assigned to them in Release 2004-001 of the Public Company Accounting Oversight Board, as in effect on the date hereof.

(e) The effectiveness of any additional SEC disclosure requirement that, as of the date of this Agreement, has been formally proposed that is not yet in effect, is not expected by Global to lead to any materially adverse change in Global's disclosures as set forth in the Global SEC Reports.

(f) None of the Global Subsidiaries is, or has at any time since June 2, 2004 been, subject to the reporting requirements of Sections 13(a) and 15(d) of the Exchange Act.

Section 3.8 Absence of Certain Changes or Events. Except as contemplated by this Agreement, since the date of the most recent audited financial statements included in the Global SEC Reports and through the date hereof, each of Global and the Global Subsidiaries has conducted its respective businesses only in the ordinary course in all material respects and in a manner consistent with prior practice in all material respects and there has not been any event or

occurrence of any condition that has had or is reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. Except as contemplated by this Agreement, since the date of the most recent audited financial statements included in the Global SEC Reports and through the date hereof, there has not been (i) any material change in accounting methods, principles or practices employed by Global or (ii) any action of the types described in Section 5.1(b) or Section 5.1(c) which, had such action been taken after the date of this Agreement, would be in violation of any such Section.

Section 3.9 Taxes.

(a) Each of Global and the Global Subsidiaries has duly filed all Tax Returns (as defined in Section 3.9(j)), required to be filed by it or has been granted extensions to file such Tax Returns, which extensions have not expired, and all such Tax Returns are true, complete and accurate, except to the extent that all such failures to file, taken together, have not had and are not reasonably expected to have a Material Adverse Effect. Global and each of the Global Subsidiaries have paid (or Global has paid on its behalf) all Taxes (i) shown as due on such Tax Returns or (ii) otherwise due and payable, except for those Taxes (x) being contested in good faith by appropriate proceedings and for which adequate reserves have been established in the financial statements included in the Global SEC Reports in accordance with GAAP or (y) that have not had and are not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. There are no Liens for any Taxes upon the assets of Global or the Global Subsidiaries, other than (i) statutory Liens for Taxes not yet due and payable, (ii) Liens for Taxes contested in good faith by appropriate proceedings and (iii) Liens that are not, and are not reasonably expected to be, material to the businesses of Global and the Global Subsidiaries, taken as a whole.

(b) Global (i) for each taxable period beginning with its date of formation through its most recent taxable year ended on or before the date hereof, has been subject to taxation as a real estate investment trust within the meaning of Sections 856 et seq. of the Code (a "**REIT**") and has satisfied all the requirements to qualify as a REIT for such years, (ii) has operated consistent with all the requirements for qualification and taxation as a REIT through the date hereof for the period from the end of its most recent taxable year ended before the date hereof, (iii) has not taken any action or omitted to take any action that is reasonably expected to result in a successful challenge by the Internal Revenue Service to its status as a REIT, and no such challenge is pending, or to Global's knowledge, threatened and (iv) intends to continue to operate in such a manner as to permit it to continue to qualify as a REIT for the taxable year or portion thereof that will end with the Merger. Each Global Subsidiary that files Tax Returns as a partnership or is a disregarded entity for U.S. federal income tax purposes has since its acquisition by Global been classified for U.S. federal income tax purposes as either a partnership or disregarded entity and not as an association taxable as a corporation, or a "publicly traded partnership" within the meaning of Section 7704(b) of the Code that is treated as a corporation for U.S. federal income tax purposes under Section 7704(a) of the Code. Each Global Subsidiary that is a corporation has been since its formation classified as a qualified REIT subsidiary under Section 856(i) of the Code or a taxable REIT subsidiary under Section 856(l) of the Code (a "**TRS**"). No Global Subsidiary is classified as or files Tax Returns as a REIT under Sections 856 through 860 of the Code or as a regular "C" Corporation that is not treated as a TRS. Global has not engaged, directly or indirectly, in any action that resulted in any "prohibited transaction"

Tax pursuant to Section 857(b)(6) of the Code, any Tax on certain non-arm's length transactions pursuant to Section 857(b)(7) of the Code or any Tax pursuant to Section 4981 of the Code.

(c) Global had at least $280,700,000 of "net operating loss carryovers" within the meaning of Section 172 of the Code as of December 31, 2005, which are subject to limitations pursuant to Section 382 of the Code as of the date hereof.

(d) No Tax Return of Global or a Global Subsidiary is or has ever been audited or examined by any tax authority, and no notice of such an audit or examination has been received by Global or a Global Subsidiary. No deficiencies for any Taxes have been proposed, asserted or assessed in writing against Global or any of the Global Subsidiaries that are not adequately reserved for, except for deficiencies that, individually or in the aggregate, have not had and are not reasonably expected to have a Material Adverse Effect, and no requests for waivers of the time to assess any such taxes have been granted or are pending (other than with respect to years that are currently under examination by the Internal Revenue Service or other applicable taxing authorities).

(e) Neither Global nor any of the Global Subsidiaries has taken any action or has any knowledge of any fact or circumstance that is reasonably likely to prevent the transactions contemplated hereby, including the Merger, from qualifying as a reorganization within the meaning of Section 368 of the Code.

(f) Neither Global nor any of the Global Subsidiaries has constituted either a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A)) in a distribution of stock qualifying for tax-free treatment under Section 355 of the Code (i) in the two years prior to the date of this Agreement or (ii) in a distribution which could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) in conjunction with the Merger.

(g) Neither Global nor any of the Global Subsidiaries has entered into a "listed transaction" within the meaning of Treasury Regulation § 1.6011-4(b)(2).

(h) Global and the Global Subsidiaries have complied with all applicable Laws relating to the payment and withholding of Taxes, except where a failure to comply, individually or in the aggregate, has not had and is not reasonably expected to have a Material Adverse Effect.

(i) Neither Global nor any of the Global Subsidiaries has any liability for the Taxes of any person (other than Global and the Global Subsidiaries) under Treasury Regulation § 1.1502-6 (or any similar provision of any state, local or foreign law) as a transferee or successor, by contract or otherwise that, individually or in the aggregate, has had or is reasonably expected to have a Material Adverse Effect.

(j) As used in this Agreement (A) "**Tax**" means any federal, state, local or foreign income, gross receipts, property, sales, use, value-added, license, excise, franchise, employment, payroll, premium, withholding, alternative or added minimum, ad valorem, transfer or excise tax, or any other tax, duty, governmental fee or other like assessment or charge of any kind whatsoever, together with any related interest, penalty, addition to tax or additional amount,

and any liability for any of the foregoing as transferee, and (B) "**Tax Return**" means any report, return, document, declaration or other information or filing required to be filed with respect to taxes (whether or not a payment is required to be made with respect to such filing), including information returns, any documents with respect to or accompanying payments of estimated taxes, or with respect to or accompanying requests for the extension of time in which to file any such report, return, document, declaration or other information.

Section 3.10 Change of Control Agreement; No Excess Parachute Payment.

(a) Neither the execution and delivery of this Agreement, the consummation of the Merger or the other transactions contemplated by this Agreement nor compliance with the terms hereof will (either alone or in conjunction with any other event) (i) entitle any current or former employee, officer, director or consultant of Global or any Global Subsidiary (each, a "**Global Participant**") to enhanced severance or termination pay, change in control or similar payments or benefits, (ii) result in, cause the accelerated vesting or delivery of, or increase the amount or value of, any payment or benefit to any Global Participant, (iii) trigger any payment or funding (through a grantor trust or otherwise) of any compensation or benefits under, increase the amount payable or trigger any other material obligation pursuant to, or increase the cost of, any Global Benefit Plan or Global Benefit Agreement or (iv) result in any breach or violation of, or a default under, any Global Benefit Plan or Global Benefit Agreement. The aggregate amount of all cash payments that may become payable or be provided to any Global Participant under the Global Benefit Plans and Global Benefit Agreements (assuming for such purpose that such individual's employment were terminated immediately following the Effective Time as if the Effective Time were the date hereof) will not exceed the amount set forth in Section 3.10(a) of the Global Disclosure Letter.

(b) Other than payments that may be made to persons set forth on Section 3.10(b) of the Global Disclosure Letter (the "**Primary Company Executives**"), Global reasonably anticipates no amount or other entitlement that could be received (whether in cash or property or the vesting of property) as a result of the Merger or any other transaction contemplated by this Agreement (alone or in combination with any other event) by any Global Participant who is a "disqualified individual" (as such term is defined in Treasury Regulation Section 1.280G-1) under any Global Benefit Plan, Global Benefit Agreement or other compensation arrangement would be characterized as an "excess parachute payment" (as such term is defined in Section 280G(b)(1) of the Code), and no such disqualified individual is entitled to receive any additional payment (e.g., any Tax gross up or other payment) from Global, Crown or any other person in the event that the excise Tax required by Section 4999(a) of the Code is imposed on such disqualified individual. Section 3.10(b) of the Global Disclosure Letter sets forth (i) a complete and accurate list of Global's reasonable, good faith estimate of the maximum amount that could be received (whether in cash or property or the vesting of property, and including the amount of any Tax gross up) by each Primary Company Executive as a result of the Merger or any other transaction contemplated by this Agreement (alone or in combination with any other event) under all Global Benefit Agreements and Global Benefit Plans and (ii) the "base amount" (as defined in Section 280G(b)(3) of the Code) for each Primary Company Executive, calculated as of the date of this Agreement.

Section 3.11 Litigation.

(a) There is no claim, suit, action, investigation, indictment or information, or administrative, arbitration or other proceeding ("**Litigation**") pending or, to the knowledge of Global, threatened against or affecting Global or any of the Global Subsidiaries or any of their respective assets which, if adversely determined, individually or in the aggregate, has had or is reasonably expected to have a Material Adverse Effect.

(b) There is not any Order of any Governmental Entity or arbitrator outstanding against, or, to the knowledge of Global, investigation by, any Governmental Entity involving Global or any of the Global Subsidiaries or any of their respective assets that, individually or in the aggregate, has had or is reasonably expected to have a Material Adverse Effect.

(c) This Section 3.11 does not relate to Tax matters, employee benefits matters, labor relations matters, environmental matters or intellectual property matters, which are the subjects of Sections 3.9, 3.14, 3.15, 3.16, and 3.17, respectively.

Section 3.12 Contracts and Commitments.

(a) Section 3.12(a) of the Global Disclosure Letter sets forth a true and complete list as of the date hereof of each Global Material Contract. "**Global Material Contract**" means (i) a "material contract", as such term is defined in Section 601(b)(10) of Regulation S-K of the SEC, (ii) a contract, agreement or arrangement which contains any non-compete or exclusivity provisions with respect to the business of or geographic area with respect to Global or any Global Subsidiary, or restricts the conduct of the business of Global or any Global Subsidiary, or the geographic area or manner in which Global or any Global Subsidiary may conduct business, in each case in any material respect, (iii) a contract, agreement or arrangement between Global or any Global Subsidiary on the one hand, and any officer or director of Global or any person directly or indirectly owning, controlling or holding power to vote 5% or more of Global's outstanding voting securities (other than compensation arrangements involving a director or officer of Global listed or described in Section 3.14 of the Global Disclosure Letter), on the other hand, or (iv) a contract, agreement or arrangement to which Global or any Global Subsidiary or any of their respective properties is subject that (A) involves annual revenue to Global or the Global Subsidiaries in excess of $5,000,000 in the calendar year ending December 31, 2006, (B) obligates Global or any Global Subsidiary to expend an amount in excess of $5,000,000 in the calendar year ending December 31, 2006, (C) obligates Global or any Global Subsidiary to make capital expenditures or acquire assets (including by way of construction, including in a "build to suit" or similar agreement, or acquisition of communications towers) in an amount estimated by Global as of the date hereof to be in excess of $5,000,000 over the remaining life of such contract or (D) is a material arrangement governing the legal relationship between Global or any Global Subsidiary and one of the ten largest customers of Global and any Global Subsidiaries, taken as a whole, for the calendar year ended December 31, 2005. Global has delivered or made available true and complete copies of all such agreements, arrangements and commitments to Crown.

(b) Except as is not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, the Global Material Contracts are legal, valid, binding and enforceable in accordance with their respective terms with respect to Global and, to the

knowledge of Global, with respect to each other party to any of such Global Material Contracts, except, in each case, to the extent that enforcement of rights and remedies created by any Global Material Contracts are subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general application related to or affecting creditors' rights and to general equity principles. There are no existing defaults, violations or breaches by Global or any Global Subsidiary of any notes, bonds, mortgages, indentures, contracts, agreements or leases to which Global or any of the Global Subsidiaries is a party or by which Global or any of the Global Subsidiaries or any property or asset of Global or any of the Global Subsidiaries is bound or affected, including any Global Material Contract (or events or conditions which, with notice or lapse of time or both would constitute such a default, violation or breach) and, to the knowledge of Global, there are no such defaults, violations or breaches (or events or conditions which, with notice or lapse of time or both, would constitute such a default, violation or breach) with respect to any third party to any such notes, bonds, mortgages, indentures, contracts, agreements or leases that, in any such case, has had or is reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. Global has no knowledge of any pending or threatened bankruptcy, insolvency or similar proceeding with respect to any party to any Global Material Contract which has had or is reasonably expected to have a Material Adverse Effect. Section 3.12(b)(i) of the Global Disclosure Letter identifies each Global Material Contract set forth therein that requires the consent of or notice to the other party thereto to avoid any material breach, default or violation of such contract, agreement or other instrument in connection with the transactions contemplated hereby. Neither Global nor any Global Subsidiary (i) is a party to any voting agreement with respect to the voting of any securities of Global or (ii) has any contractual obligation to file a registration statement under the Securities Act, in respect of any securities of Global or any Global Subsidiary.

(c) Section 3.12(c) of the Global Disclosure Letter sets forth a list of all confidentiality agreements, standstill agreements or other similar agreements to which Global or any of the Global Subsidiaries is a party relating to any Global Takeover Proposal (as defined in Section 5.6(a)), or relating to any inquiry, proposal or offer from Global to any person relating to, or that is reasonably expected to lead to, any direct or indirect acquisition or purchase by Global, in one transaction or a series of transactions, of assets or businesses (including by merger, acquisition of capital stock or otherwise) that, if consummated, would be material to Global and the Global Subsidiaries, taken as a whole. To the extent permitted by the terms thereof, Global has provided copies of each such agreement or a summary of the material terms thereof to Crown prior to the date hereof.

Section 3.13 Information Supplied. None of the information supplied or to be supplied by Global specifically for inclusion or incorporation by reference in (i) the Registration Statement will, at the time the Registration Statement is filed with the SEC, at any time it is amended or supplemented or at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, or (ii) the Joint Proxy Statement will, at the date it is first mailed to Global's stockholders or Crown's stockholders or at the time of the Global Stockholders Meeting or the Crown Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The Joint Proxy Statement will comply as to form in all material

respects with the requirements of the Exchange Act and the rules and regulations thereunder, except that no representation is made by Global with respect to statements made or incorporated by reference therein based on information supplied by Crown or Merger Sub specifically for inclusion or incorporation by reference in the Joint Proxy Statement.

Section 3.14 Employee Benefit Plans.

(a) Section 3.14(a)(i) of the Global Disclosure Letter sets forth a list, as of the date hereof, of all "employee pension benefit plans" (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")) (sometimes referred to individually as a "**Global Pension Plan**" and collectively as the "**Global Pension Plans**), all "employee welfare benefit plans" (as defined in Section 3(1) of ERISA) (sometimes referred to individually as a "**Global Welfare Plan**" and collectively as the "**Global Welfare Plans**"), and each vacation or paid time off, severance, termination, retention, change in control, employment, incentive compensation, performance, profit sharing, stock-based, stock-related, stock option, fringe benefit, perquisite, stock purchase, stock ownership, phantom stock and deferred compensation plan, arrangement, agreement and understanding and other compensation, benefit and fringe benefit plans, arrangements, agreements and understandings (whether or not legally binding), sponsored, maintained, contributed to or required to be sponsored, maintained or contributed to, by Global, any Global Subsidiary or any other person that, together with Global, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code or any other applicable Law (each, a "**Commonly Controlled Entity**"), in each case, providing benefits to any Global Participant, but not including the Global Benefit Agreements (all such plans, arrangements, agreements and understandings, collectively, "**Global Benefit Plans**"). Section 3.14(a)(ii) of the Global Disclosure Letter sets forth a list, as of the date hereof, of (i) each employment, deferred compensation, change in control, severance, termination, employee benefit, loan, indemnification, consulting or similar contract between Global or any Global Subsidiary, on the one hand, and any Global Participant, on the other hand, and (ii) each contract between Global or any Global Subsidiary, on the one hand, and any Global Participant, on the other hand, the benefits of which are contingent, or the terms of which are materially altered, upon the occurrence of a transaction involving Global of the nature contemplated by this Agreement (all such contracts under the foregoing clauses (i) and (ii), collectively, "**Global Benefit Agreements**").

(b) Global has made available to Crown true and complete copies of (i) each Global Benefit Plan and each Global Benefit Agreement (or, in the case of any unwritten Global Benefit Plan or Global Benefit Agreement, a written summary of the material provisions of such plan or agreement) in effect on the date hereof, (ii) the most recent report on Form 5500 filed with the Internal Revenue Service with respect to each Global Benefit Plan in effect on the date hereof, to the extent any such report was required by applicable Law, (iii) the most recent summary plan description for each Global Benefit Plan for which such a summary plan description is required by applicable Law and (iv) each currently effective trust agreement or other funding vehicle relating to any Global Benefit Plan. Neither Global nor any Commonly Controlled Entity has sponsored, maintained, contributed to or been obligated to sponsor, maintain or contribute to, or has any actual or contingent liability under, any benefit plan that is subject to Title IV of ERISA or Section 412 of the Code or is otherwise a defined benefit pension plan or is a plan described in Section 3(40) of ERISA or Section 413 of the Code. With respect

to any Global Welfare Plan or any Global Benefit Agreement that is an employee welfare benefit plan, (A) no such Global Welfare Plan or Global Benefit Agreement is unfunded or funded through a "welfare benefits fund" (as such term is defined in Section 419(e) of the Code) or is self-insured, (B) each such Global Welfare Plan and Global Benefit Agreement that is a "group health plan" (as such term is defined in Section 5000(b)(1) of the Code) complies with the applicable requirements of Section 4980B(f) of the Code and any applicable similar state or local Law and (C) each such Global Welfare Plan and Global Benefit Agreement that is a group health plan (including any such plan or agreement covering retirees or other former employees) may be amended or terminated without material liability to Global or any Global Subsidiary on or at any time after the Effective Time. No Global Welfare Plan or Global Benefit Agreement that is an employee welfare benefit plan provides benefits to, or on behalf of, any former employee after the termination of employment except (1) where the full cost of such benefit is borne entirely by the former employee (or his eligible dependents or beneficiaries) or (2) where the benefit is required by Section 4980B of the Code.

(c) (i) Each Global Benefit Plan in effect on the date hereof has been administered in all material respects in accordance with its terms and with all applicable Laws, and Global and each of the Global Subsidiaries and all Global Benefit Plans are in compliance in all material respects with the applicable provisions of ERISA, the Code and other applicable Laws as to the Global Benefit Plans; (ii) all material contributions, including participant contributions and benefit payments, required under each Global Benefit Plan and Global Benefit Agreement have been made in full on a timely and proper basis pursuant to the terms of such plan or agreement and applicable Law; (iii) with respect to the Global Benefit Plans and Global Benefit Agreements, individually or in the aggregate, no event has occurred, and there exists no condition or set of circumstances, including claims, audits, and investigations, in connection with which Global or any of the Global Subsidiaries is reasonably expected to become subject to material liability under any Global Benefit Plan or Global Benefit Agreement or under ERISA, the Code or any other applicable Law; (iv) no Participant has received or is reasonably expected to receive any payment or benefit from Global or any Global Subsidiary that would be nondeductible pursuant to Section 162(m) of the Code or any other applicable Law except in connection with or in combination with accelerated vesting of equity-based awards; (v) each Global Pension Plan that is intended to comply with the provisions of Section 401(a) of the Code has been the subject of a determination letter from the Internal Revenue Service with respect to all Tax law changes with respect to which the Internal Revenue Service is currently willing to provide a determination letter to the effect that such Global Pension Plan currently is qualified and exempt from income Taxes under Section 401(a) of the Code and the trust relating to such plan is exempt from income Taxes under Section 501(a) of the Code, and no such determination letter has been revoked and, to the knowledge of Global, revocation has not been threatened and, to the knowledge of Global, no event has occurred since the date of the most recent determination letter or application therefor relating to any such Global Pension Plan that is reasonably expected to adversely affect the qualification of such Global Pension Plan or materially increase the costs relating thereto or require security under Section 307 of ERISA; (vi) Global has made available to Crown a copy of the most recent determination letter received with respect to each Global Pension Plan for which such a letter has been issued, as well as a copy of any pending application for a determination letter and a complete and accurate list of all amendments to any Global Pension Plan in effect as of the date hereof as to which a favorable determination letter has not yet been received; (vii) there are no understandings, agreements or

undertakings, written or oral, with any person (other than pursuant to the express terms of the applicable Global Benefit Plan or Global Benefit Agreement) that are (pursuant to any such understandings, agreements or undertakings) reasonably expected to result in any liabilities if such Global Benefit Plan or Global Benefit Agreement were amended or terminated on or at any time after the Effective Time or that would prevent any unilateral action by Global (or, after the Effective Time, Crown) to effect such amendment or termination; (viii) other than as set forth in any Global Benefit Plans or as may be required to avoid any adverse Tax consequence under Section 409A of the Code, since December 31, 2005, there has not been any adoption, entry into, termination or amendment in any material respect by Global or any Global Subsidiaries of any Global Benefit Plan or Global Benefit Agreement or any agreement (whether or not legally binding) to adopt, enter into, terminate or amend any such plan or agreement; (ix) only officers, directors and employees of Global or any Global Subsidiaries are eligible for compensation or benefits under the terms of each Global Benefit Plan, and each individual who is classified by Global or any Global Subsidiary as an "employee" or as an "independent contractor" is properly so classified; and (x) no Global Participant is entitled to any gross-up, make-whole or other additional payment from Global or any Global Subsidiary in respect of any Tax (including Federal, state, local or foreign income, excise or other Taxes (including Taxes imposed under Section 409A of the Code)) or interest or penalty related thereto.

(d) With respect to each Global Benefit Plan, (i) there has not occurred any "prohibited transaction" (as such term is defined in Section 406 of ERISA or Section 4975 of the Code) in which Global, any Global Subsidiary or any of their respective officers, directors or employees or, to the knowledge of Global, any trustee or other fiduciary or administrator of any Global Benefit Plan or trust created thereunder, in each case, who is not an officer, director or employee of Global or any Global Subsidiary (a "**Non-Affiliate Plan Fiduciary**"), or any agent of the foregoing, has engaged that is reasonably likely to subject Global, any Global Subsidiary or any of their respective officers, directors or employees or any Non-Affiliate Plan Fiduciary, to the Tax or penalty on prohibited transactions imposed by Section 4975 of the Code or the sanctions imposed under Title I of ERISA or any other applicable Law and (ii) none of Global, any Global Subsidiary or any of their respective officers, directors or employees, or, to the knowledge of Global, any Non-Affiliate Plan Fiduciary, nor any agent of any of the foregoing, has engaged in any transaction or acted in a manner, or failed to act in a manner, that is reasonably likely to subject Global, any Global Subsidiary or any of their respective officers, directors or employees or any Non-Affiliate Plan Fiduciary to any liability for breach of fiduciary duty under ERISA or any other applicable Law.

(e) Each Global Benefit Plan and each Global Benefit Agreement that is a "nonqualified deferred compensation plan" within the meaning of Section 409A(d)(1) of the Code (a "**Nonqualified Deferred Compensation Plan**") subject to Section 409A of the Code has been operated in material compliance with Section 409A of the Code since January 1, 2005, based upon a good faith, reasonable interpretation of (i) Section 409A of the Code and (ii)(A) the Proposed Regulations issued thereunder or (B) Internal Revenue Service Notice 2005-1 (clauses (i) and (ii), together, the "**409A Authorities**"). No Global Benefit Plan or Global Benefit Agreement that would be a Nonqualified Deferred Compensation Plan subject to Section 409A of the Code but for the effective date provisions that are applicable to Section 409A of the Code, as set forth in Section 885(d) of the American Jobs Creation Act of 2004, as amended (the "**AJCA**"), has been "materially modified" within the meaning of Section 885(d)(2)(B) of the AJCA after October 3, 2004, based upon a good faith reasonable interpretation of the AJCA and the 409A Authorities.

(f) All outstanding Global Restricted Shares and Global Deferred Shares are evidenced by restricted share award agreements, deferred share award agreements or other award agreements, in each case as individually set forth in, or in the forms set forth in, Section 3.14 of the Global Disclosure Letter, and no restricted share award agreement, deferred share award agreement or other award agreement not individually set forth therein contains terms that are materially inconsistent with such forms.

Section 3.15 Labor and Employment Matters.

(a) Since January 1, 2004, neither Global nor any of the Global Subsidiaries has been a party to, or bound by, or conducted negotiations regarding, any collective bargaining agreement or other contracts, arrangements, agreements or understandings with a labor union or labor organization that was certified by the National Labor Relations Board ("**NLRB**") or voluntarily recognized or recognized under foreign Law. There is no existing, pending or, to the knowledge of Global, threatened (i) labor dispute, walkout, lockout, strike, slowdown, hand billing, picketing work stoppage (sympathetic or otherwise), work interruption or other "concerted action" (each a "**Concerted Action**") involving the employees of Global or any of the Global Subsidiaries, (ii) unfair labor practice charge or complaint, labor dispute, labor arbitration proceeding or any other matter before the NLRB or any other comparable state agency against or involving Global or any of the Global Subsidiaries, (iii) election petition or other activity or proceeding by a labor union or representative thereof to organize any employees of Global or any of the Global Subsidiaries, (iv) certification or decertification question relating to collective bargaining units at the premises of Global or any of the Global Subsidiaries, or (v) grievance or arbitration demand against Global or any Global Subsidiary whether or not filed pursuant to a collective bargaining agreement that, in the case of any of the foregoing, has had or is reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. Neither the employees of Global nor the employees of any of the Global Subsidiaries have engaged in a Concerted Action in the past three years that has had or is reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) None of Global, any of the Global Subsidiaries or any of their respective representatives or employees has committed an unfair labor practice in connection with the operation of the respective businesses of Global or any of the Global Subsidiaries that has had or is reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. Each of Global and the Global Subsidiaries is, and during the past five years has been, in compliance with all applicable Laws respecting labor, employment, fair employment practices, terms and conditions of employment, workers' compensation, occupational safety, plant closings, mass layoffs, and wages and hours, except where such failure to be in compliance has not had and is not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. There are no controversies pending or, to the knowledge of Global, threatened between Global or any of the Global Subsidiaries, on the one hand, and any of their respective current or former employees, on the other hand, that have resulted in, or are reasonably expected to result in, an action, suit, proceeding, claim, arbitration or investigation before any Governmental Entity that has had or is reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.16 Environmental Compliance and Disclosure. Except as has not had and is not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect:

(a) (i) each of Global and the Global Subsidiaries possesses, and is in compliance with, all permits, licenses and governmental authorizations and has filed all registrations and notices that are required under, all Environmental Laws applicable to Global or any Global Subsidiary, as applicable, (ii) there are no proceedings pending, or, to Global's knowledge, threatened to cancel, modify, or not renew any such permits, licenses or governmental authorizations, and (iii) Global and each of the Global Subsidiaries is in compliance with all applicable Environmental Laws;

(b) neither Global nor any Global Subsidiary has received written notice of actual or threatened or potential liability under the Federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.) ("**CERCLA**") or any similar applicable state or local statute or ordinance from any governmental agency;

(c) to the knowledge of Global, no Hazardous Materials (as defined in Section 3.16(j)) have ever been or are being Released, placed or otherwise caused to become located in any environmental medium, including, without limitation, soil, sub-surface strata, air, water or ground water, under, at, or upon any plant, facility, site, area or property currently or previously owned or leased by Global or any Global Subsidiary or on which Global or any Global Subsidiary is conducting or has conducted its business or operations;

(d) neither Global nor any Global Subsidiary has entered into, nor does either contemplate entering into, any agreement or Order, and neither Global nor any Global Subsidiary is subject to any agreement or Order, in either case, relating to compliance with, or the investigation, management or cleanup of Hazardous Materials under, any applicable Environmental Laws;

(e) except for any matters that have been materially resolved, neither Global nor any Global Subsidiary is or has been subject to any administrative or judicial proceeding related to alleged or actual violations of or liability under any applicable Environmental Laws;

(f) neither Global nor any Global Subsidiary has received notice that it is subject to any claim, obligation, penalty, fine, liability, loss, damage or expense of whatever kind or nature, contingent or otherwise, incurred or imposed or based upon any provision of any applicable Environmental Law and arising out of any act or omission of Global or any Global Subsidiary, its employees, agents or representatives or, to the knowledge of Global, arising out of the ownership, use, control or operation by Global or any Global Subsidiary of any plant, facility, site, area or property (including any plant, facility, site, area or property currently or previously owned or leased by Global or any Global Subsidiary) or any other area on which Global or any Global Subsidiary is conducting or has conducted its business or operations at or from which any

Hazardous Materials were Released into the environment and there is no reasonable basis for any such notice and, to the knowledge of Global, none are threatened or foreseen; and

(g) to the knowledge of Global, none of the assets owned by Global or any Global Subsidiary or any real property owned or leased by Global or any Global Subsidiary contain any friable asbestos, Polychlorinated biphenyls or underground storage tanks.

(h) As used in this Agreement, the term "**environment**" means any surface or ground water, drinking water supply, soil, surface or subsurface strata or medium, or the ambient air.

(i) As used in this Agreement, the term "**Environmental Laws**" means any applicable and binding Laws (including statutes, and common law) of the United States, any State or any political subdivision thereof, or any other nation or political subdivision thereof, relating to pollution, management of Hazardous Materials, protection of natural resources, protection of the environment or protection of human health and safety from Hazardous Materials, including judgments, awards, decrees, regulations, rules, standards, requirements, orders and permits issued by any court, administrative agency or commission or other Governmental Entity under such Laws, and shall include without limitation CERCLA, the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.) (to the extent it regulates Hazardous Materials), the Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Emergency Planning and Community Right To Know Act (42 U.S.C. 11001 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as well as any and all regulations, rules, standards, requirements, orders and permits issued thereunder.

(j) As used in this Agreement, the term "**Hazardous Material**" means any waste, pollutant, hazardous substance, toxic, radioactive, ignitable, reactive or corrosive substance, hazardous waste, special waste, controlled waste, industrial substance, by-product, process intermediate product or waste, petroleum or petroleum-derived substance or waste, chemical liquids or solids, liquid or gaseous products, or any constituent of any such substance, waste or material which is regulated by Environmental Laws, the presence of which in the environment is regulated or creates liability, or which may be harmful to human health or the environment.

(k) As used in this Agreement, the term "**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment.

Section 3.17 Intellectual Property.

(a) Except as, individually or in the aggregate, has not had and is not reasonably expected to have a Material Adverse Effect: Global does not have knowledge of any valid grounds for any bona fide claims (A) to the effect that the manufacture, sale, licensing or use of any product as now used, sold or licensed or proposed for use, sale or license by Global or any of the Global Subsidiaries, infringes on any copyright, patent, trademark, trade name, service

mark or trade secret of any third party, (B) challenging the ownership or validity of any of the Global Intellectual Property Rights material to Global and the Global Subsidiaries, taken as a whole, or (C) challenging the license or legally enforceable right to use of the Third-Party Intellectual Property Rights licensed to Global or any of the Global Subsidiaries. Except as, individually or in the aggregate, has not had and is not reasonably expected to have a Material Adverse Effect, Global and each of the Global Subsidiaries owns, or is licensed to use (in each case free and clear of any Liens), all Intellectual Property used in or necessary for the conduct of its business as currently conducted.

(b) As used in this Agreement, the term (i) "**Intellectual Property**" means all patents, trademarks, trade names, service marks, copyrights and any applications therefor, technology, know-how, computer software programs or applications, and other proprietary information or materials, trademarks, trade names, service marks and copyrights, (ii) "**Third-Party Intellectual Property Rights**" means any rights to Intellectual Property owned by any third party, and (iii) "**Global Intellectual Property Rights**" means the Intellectual Property owned by Global or any of the Global Subsidiaries.

Section 3.18 Stockholders' Rights Agreement. Neither Global nor any Global Subsidiary has adopted, or intends to adopt, a stockholders' rights agreement or any similar plan or agreement which limits or impairs the ability to purchase, or become the direct or indirect beneficial owner of, Shares or any other equity or debt securities of Global or any of the Global Subsidiaries.

Section 3.19 Brokers; Schedule of Fees and Expenses. No broker, investment banker, financial advisor or other person, other than the Global Financial Advisor, the fees and expenses of which will be paid by Global, is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Merger and the other transactions contemplated by this Agreement based upon arrangements made by or on behalf of Global. The estimated aggregate fees and expenses incurred and to be incurred by Global in connection with the Merger and the other transactions contemplated by this Agreement (including the fees of the Global Financial Advisor and the fees of Global's legal counsel) are set forth in the Global Disclosure Letter. Global has furnished to Crown a true and complete copy of all agreements between Global and the Global Financial Advisor relating to the Merger and the other transactions contemplated by this Agreement.

Section 3.20 Insurance. Global has delivered to Crown prior to the date hereof a list that is true and complete in all material respects of all material insurance policies in force naming Global, any of the Global Subsidiaries or employees thereof as an insured or beneficiary or as a loss payable payee or for which Global or any Global Subsidiary has paid or is obligated to pay all or part of the premiums. Except as has not had, or is not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, all such insurance policies are in full force and effect, all premiums due and payable thereon have been paid, and neither Global nor any Global Subsidiary has received, as of the date hereof, written notice of any pending or threatened cancellation or premium increase (retroactive or otherwise) with respect thereto. Each of Global and the Global Subsidiaries is in compliance with all conditions contained in such insurance policies, except where the failure to so comply has not had, or is not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.21 Foreign Corrupt Practices Act and International Trade Sanctions. Neither Global, nor any Global Subsidiaries, nor any of their respective directors, officers, agents, employees or any other persons acting on their behalf has, in connection with the operation of their respective businesses, (i) used any corporate or other funds for unlawful contributions, payments, gifts or entertainment, or made any unlawful expenditures relating to political activity, to government officials, candidates or members of political parties or organizations, or established or maintained any unlawful or unrecorded funds in violation of Section 104 of the Foreign Corrupt Practices Act of 1977, as amended, or any other similar applicable foreign, Federal or state Law, (ii) paid, accepted or received or any unlawful contributions, payments, expenditures or gifts, or (iii) violated or operated in noncompliance with any export restrictions, anti-boycott regulations, embargo regulations or other applicable domestic or foreign Laws, except, in the case of clauses (i), (ii) and (iii), as has not had and is not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.22 Ownership of Crown Common Stock. As of the date of this Agreement, none of Global or any Global Subsidiaries beneficially own (within the meaning of Section 13 of the Exchange Act and the rules and regulations promulgated thereunder and within the meaning set forth in Section 203 of the DGCL) any shares of Crown Common Stock or are a party to any contract, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of any shares of Crown Common Stock.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF CROWN AND MERGER SUB

Each of Crown and Merger Sub represents and warrants to Global as follows (except (i) as set forth in the written disclosure letter (which letter shall in each case specifically identify by reference to Sections of this Agreement any exceptions to each of the representations, warranties and covenants contained in this Agreement; *provided*, *however*, that any information set forth in one section or subsection of such disclosure letter shall be deemed to apply to each other section or subsection thereof or hereof to which its relevance is readily apparent on its face) delivered by Crown to Global in connection with the execution and delivery of this Agreement (the "**Crown Disclosure Letter**") or (ii) as readily apparent from disclosure in the Crown SEC Reports (as defined in Section 4.7(a)) filed or furnished to the SEC by Crown, and in either case, publicly available on or prior to the date hereof, but excluding, in each case, any disclosures set forth in any risk factor section, in any section relating to forward-looking statements and any other disclosures included therein to the extent that they are cautionary, predictive or forward-looking in nature):

Section 4.1 Organization and Standing.

(a) Each of Crown and Merger Sub is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation. Crown has made available to Global complete and correct copies of the minutes (or, in the case of minutes that have not yet been finalized, drafts thereof) of all meetings of the stockholders of Crown and each of the Crown Subsidiaries (as defined in Section 4.2(d)), the boards of directors of Crown

and each of the Crown Subsidiaries, and the committees of each such board of directors, in each case held since January 1, 2004 and prior to the date hereof.

(b) (i) Each Crown Subsidiary is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and (ii) each of Crown, Merger Sub and each Crown Subsidiary (A) has full corporate (or similar) power and authority and all necessary government approvals to own, lease and operate its properties and assets and to conduct its business as presently conducted, and (B) is duly qualified or licensed to do business as a foreign corporation, limited partnership, partnership or limited liability company and is in good standing in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except in the case of clauses (b)(i) and (b)(ii), where any such failure has not had, or is not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. Crown has furnished or made available to Global true and complete copies of the Restated Certificate of Incorporation of Crown, as amended through the date of this Agreement (as so amended, the "**Crown Certificate of Incorporation**"); the Amended and Restated Bylaws of Crown, as amended through the date of this Agreement (as so amended, the "**Crown Bylaws**"); and the comparable charter and organizational documents of each Crown Subsidiary, in each case as amended through the date of this Agreement. The Crown Certificate of Incorporation and the Crown Bylaws are in full force and effect and have not been amended or otherwise modified. Crown is not in material violation of any provision of the Crown Certificate of Incorporation or the Crown Bylaws, and no Crown Subsidiary is in material violation of any provision of its certificate of incorporation, bylaws or equivalent organizational documents.

(c) Merger Sub was formed solely for the purpose of engaging in the transactions contemplated by this Agreement. Merger Sub has not engaged in any business activities, conducted any operations or incurred any liabilities, other than liabilities and obligations incurred in connection with the transactions contemplated by this Agreement.

Section 4.2 Capitalization.

(a) The authorized capital stock of Crown consists of (i) 600,000,000 shares of Crown Common Stock, (ii) 90,000,000 shares of Crown Class A Common Stock, par value $0.01 per share ("**Crown Class A Common Stock**"), and (iii) 20,000,000 shares of preferred stock, par value $0.01 per share. At the close of business on September 29, 2006, (i) 201,890,480 shares of Crown Common Stock were issued and outstanding (including 1,234,993 shares of Crown Common Stock that were outstanding as of the relevant time but were subject to vesting or other forfeiture restrictions or a right of repurchase by Crown as of such time (shares so subject, "**Crown Restricted Shares**")), (ii) no shares of Crown Common Stock were held by Crown in its treasury, and (iii) an aggregate of 16,941,660 shares of Crown Common Stock were reserved for issuance pursuant to Crown's 1995 Stock Option Plan, 2001 Stock Incentive Plan and 2004 Stock Incentive Plan, each as amended (collectively, the "**Crown Stock Plans**"), of which 6,230,366 shares of Crown Common Stock were subject to outstanding and unexercised options entitling the holder thereof to purchase a share of Crown Common Stock (each, a "**Crown Option**"). At the close of business on September 29, 2006, (i) no shares of Crown Class A Common Stock were issued and outstanding or were held by Crown in its treasury, (ii) 8,050,000 shares of 6.25% Cumulative Convertible Preferred Stock were designated and

authorized, 6,361,000 of which shares were issued and outstanding (for which 8,625,000 shares of Crown Common Stock were reserved for issuance and issuable upon conversion thereof), (iii) 1,000,000 shares of Series A Participating Cumulative Preferred Stock, par value $.01 per share, were designated and authorized, all of which were reserved for issuance pursuant to the Rights Agreement (as defined in Section 4.14(a)), (iv) 5,900,767 shares of Crown Common Stock were reserved for issuance and issuable upon conversion of the 4% Convertible Senior Notes due 2010 of Crown and (v) warrants to acquire 589,990 shares of Crown Common Stock from Crown pursuant to the warrant agreements listed on Section 4.2(a) of the Crown Disclosure Letter (the "**Crown Warrants**") were issued and outstanding.

(b) Except (i) as set forth in Section 4.2(a) above or (ii) as necessary to give effect to the Merger, the Share Issuance and the other transactions contemplated by this Agreement, at the close of business on September 29, 2006, no shares of capital stock or other voting securities of Crown were issued, reserved for issuance or outstanding. From September 29, 2006, until the date of this Agreement, there have been no issuances by Crown of shares of capital stock of, or other equity or voting interests in, Crown, other than the issuance of shares of Crown Common Stock pursuant to the exercise of Crown Options and Crown Warrants outstanding as of September 29, 2006, each in accordance with their terms as in effect on September 29, 2006. Except (i) as set forth above or (ii) as necessary to give effect to the Merger, the Share Issuance and the other transactions contemplated by this Agreement, as of the date hereof, there are no options, warrants, convertible or exchangeable securities, subscriptions, stock appreciation rights, phantom stock rights or stock equivalents or other rights, agreements, arrangements or commitments (contingent or otherwise) of any character issued or authorized by Crown or any Crown Subsidiary (i) relating to any issued or unissued capital stock or equity interest of Crown or any Crown Subsidiary, (ii) obligating Crown or any Crown Subsidiary to issue, deliver or sell, or cause to be issued, delivered or sold, any shares of capital stock of, or options, warrants, convertible or exchangeable securities, subscriptions or other equity interests in Crown or any Crown Subsidiary or (iii) that give any person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights accruing to holders of capital stock of Crown or any Crown Subsidiary (each of (i), (ii) and (iii), collectively, the "**Crown Stock Rights**"). All outstanding shares of Crown Common Stock are, and all shares of Crown Common Stock that may be issued prior to the Effective Time will be when issued, duly authorized, validly issued, fully paid and nonassessable. There are no outstanding contractual obligations of Crown or any Crown Subsidiary to repurchase, redeem or otherwise acquire any capital stock or equity interest of Crown (including any shares of Crown Common Stock) or any Crown Subsidiary or any Crown Stock Rights or to pay any dividend or make any other distribution in respect thereof or to provide funds to, or make any investment (in the form of a loan, capital contribution or otherwise) in, any person, other than pursuant to the Crown Stock Plans.

(c) As of the close of business on October 2, 2006, 100% of the limited liability company interests of Merger Sub are owned directly by Crown free and clear of all Liens and are duly authorized and validly issued and free of preemptive rights. There are no options, warrants, convertible securities, subscriptions, stock appreciation rights, phantom stock plans or stock equivalents or other rights, agreements, arrangements or commitments (contingent or otherwise) of any character issued or authorized by Merger Sub relating to the issued or unissued equity interests of Merger Sub or obligating Merger Sub to issue or sell any equity

interests of, or options, warrants, convertible securities, subscriptions or other equity interests in, Merger Sub.

(d) Section 4.2(d) of the Crown Disclosure Letter lists all the Subsidiaries of Crown (each a "**Crown Subsidiary**" and together, the "**Crown Subsidiaries**") in existence as of the date hereof. All the outstanding shares of capital stock of, or other equity interests in, each such Crown Subsidiary have been duly authorized and validly issued and are fully paid and nonassessable and are owned directly or indirectly by Crown, free and clear of all Liens and free of any other restriction (including any restriction on the right to vote, sell or otherwise dispose of such capital stock or other ownership interests), except for restrictions imposed by applicable securities laws. Neither Crown nor any of the Crown Subsidiaries directly or indirectly owns or has any right or obligation to subscribe for or otherwise acquire any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for, any corporation, partnership, joint venture or other business association or entity (other than the Crown Subsidiaries).

Section 4.3 Authority for Agreement.

(a) Each of Crown and Merger Sub has all necessary corporate or limited liability company power and authority to execute and deliver this Agreement, to perform its obligations hereunder and, subject to obtaining the Crown Stockholder Approval (as defined below) in connection with the Merger, to consummate the Merger and the other transactions contemplated by this Agreement. The execution, delivery and performance by each of Crown and Merger Sub of this Agreement, and the consummation by each of Crown and Merger Sub of the Merger and the other transactions contemplated by this Agreement, have been duly authorized by all necessary corporate or limited liability company action on the part of Crown and Merger Sub, as applicable, and no other corporate or limited liability company proceedings on the part of Crown or Merger Sub, as applicable, are necessary to authorize this Agreement or to consummate the Merger or the other transactions contemplated by this Agreement (other than obtaining the Crown Stockholder Approval and the filing and recordation of appropriate merger documents as required by the DGCL and the DLLC Act). This Agreement has been duly executed and delivered by each of Crown and Merger Sub and, assuming the due authorization, execution and delivery by Global, constitutes a legal, valid and binding obligation of each of Crown and Merger Sub enforceable against each of Crown and Merger Sub in accordance with its terms subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights and remedies of creditors generally and to the effect of general principles of equity. The affirmative vote of a majority of the total votes cast by the holders of Crown Common Stock at the Crown Stockholders Meeting, *provided* that the total votes cast represents over 50% in interest of all securities entitled to vote, as required by the Listed Company Manual of the NYSE, is the only vote of the holders of any capital stock of Crown necessary to approve the Share Issuance (the "**Crown Stockholder Approval**"). The written consent of Crown, in its capacity as the sole member of Merger Sub, is the only vote, consent or approval of the holders of Merger Sub Units necessary to adopt and approve this Agreement, the Merger and the other transactions contemplated by this Agreement.

(b) The Crown Board, at a meeting duly called and held duly and unanimously (with one abstention) adopted resolutions (i) approving this Agreement and the other Transaction Agreements, the Merger, the Share Issuance and the other transactions

contemplated by this Agreement, (ii) determining that the terms of the Merger, the Share Issuance and the other transactions contemplated by this Agreement are fair to and in the best interests of Crown and its stockholders and (iii) recommending that Crown's stockholders approve the Share Issuance. Such resolutions are sufficient to render inapplicable to this Agreement and the other Transaction Agreements, the Merger, the Share Issuance and the other transactions contemplated by this Agreement (including the acquisition pursuant hereto of shares of Crown Common Stock by the Global stockholders that are party to the Stockholders Agreement and their respective Affiliates) the restrictions on "business combinations" (as defined in Section 203 of the DGCL) set forth in Section 203 of the DGCL. To Crown's knowledge, no other state takeover statute or similar statute or regulation applies or purports to apply to Crown with respect to this Agreement and other Transaction Agreements, the Merger, the Share Issuance or any other transaction contemplated by this Agreement.

(c) Crown, in its capacity as the sole member of Merger Sub, has approved and adopted this Agreement and the Merger.

(d) Each of J.P. Morgan Securities Inc. and Morgan Stanley & Co. Incorporated (each a "**Crown Financial Advisor**") has delivered to the Crown Board its opinion to the effect that, as of the date of such opinion and based on the assumption, qualifications and limitations contained therein, the Merger Consideration is fair, from a financial point of view, to Crown. Crown has made available to Global, for informational purposes only, correct and complete copies of the forms of such opinions prior to the execution of this Agreement.

Section 4.4 No Conflict. The execution and delivery of this Agreement by each of Crown and Merger Sub do not, and the performance of this Agreement by each of Crown and Merger Sub and the consummation of the Merger and the other transactions contemplated by this Agreement will not, (a) assuming the Crown Stockholder Approval is obtained, conflict with or violate (i) the Crown Certificate of Incorporation or the Crown Bylaws, (ii) the Certificate of Formation of Merger Sub or the Operating Agreement of Merger Sub or (iii) the equivalent organizational documents of any of the Crown Subsidiaries, (b) subject to Section 4.5 and assuming the Crown Stockholder Approval is obtained, conflict with or violate any Law or any Order, in each case applicable to Crown or any of the Crown Subsidiaries or by which any property or asset of Crown or any of the Crown Subsidiaries is bound or affected, or (c) result in a breach of or constitute a default (or an event which with notice or lapse of time or both would become a default) under, give to others any right of termination, amendment, acceleration or cancellation of, result in the triggering of any payment or other obligation or any right of consent, or result in the creation of a Lien on any property or asset of Crown or any of the Crown Subsidiaries pursuant to any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Crown or any of the Crown Subsidiaries is a party or by which Crown or any of the Crown Subsidiaries or any property or asset of any of them is bound or affected except, in the case of clauses (a)(iii), (b) and (c) above, for any such conflicts, violations, breaches, defaults or other occurrences which have not had and are not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.5 Required Filings and Consents. The execution and delivery of this Agreement by Crown and Merger Sub do not, and the performance of this Agreement by Crown and Merger Sub will not, require any consent, approval, order, authorization or permit of, or

declaration, registration, filing with, or notification to, any Governmental Entity, except for (i) applicable requirements, if any, of (A) the Securities Act and the Exchange Act, including, without limitation, the filing with the SEC of the Joint Proxy Statement and of the Registration Statement in which the Joint Proxy Statement will be included as a prospectus, and declaration of effectiveness of the Registration Statement, (B) state securities or "blue sky" laws, (C) the DGCL and the DLLC Act to file the Certificate of Merger or other appropriate documentation and (D) the NYSE, (ii) those required by the HSR Act, (iii) such filings and approvals as are required to be made or obtained under any foreign antitrust, competition or similar Laws in connection with the consummation of the Merger and the other transactions contemplated by this Agreement, (iv) the filing of customary applications and notices, as applicable, (A) with the FAA, and any approvals of such applications and notices, or (B) with the FCC under the Communications Act, and any approvals of such applications and notices, which, in the case of this clause (iv), are required or appropriate with respect to the transactions contemplated by this Agreement and related to Crown's ownership or operation of communications or broadcast towers and the assets and properties relating thereto and (v) customary filings, notices and approvals with any state public service, public utility commissions, state environmental agencies or similar state regulatory bodies with respect to the transactions contemplated by this Agreement and related to the consummation of the Merger and the other transactions contemplated by this Agreement as a result of Crown's ownership or operation of communications or broadcast towers and the assets and properties relating thereto.

Section 4.6 Compliance; Regulatory Compliance.

(a) Each of Crown and the Crown Subsidiaries (i) has been operated at all times in compliance with all Laws applicable to Crown or any of the Crown Subsidiaries or by which any property, business or asset of Crown or any of the Crown Subsidiaries is bound or affected and (ii) is not in default or violation of any governmental licenses, permits or franchises to which Crown or any of the Crown Subsidiaries is a party or by which Crown or any of the Crown Subsidiaries or any property or asset of Crown or any of the Crown Subsidiaries is bound or affected other than, in the case of clauses (i) and (ii) above, failures to comply, defaults or violations which do not have and are not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. Neither Crown nor any Crown Subsidiary has received any written communication during the past two years from a Governmental Entity that alleges that Crown or a Crown Subsidiary is not in compliance with any applicable Law, except for failures to be in compliance that, individually or in the aggregate, have not had and are not reasonably expected to have a Material Adverse Effect.

(b) Each of Crown and the Crown Subsidiaries has in effect all required governmental licenses, permits, certificates, approvals and authorizations necessary for the conduct of their business and the use of their properties and assets, as presently conducted and used, except where such failure has not had, or is not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect; and neither Crown nor any Crown Subsidiary has received notice from any Governmental Entity that any such license, permit, certificate, approval or authorization is subject to any adverse action which has had, or is reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) This Section 4.6 does not relate to Tax matters, environmental matters or matters related to the Foreign Corrupt Practices Act and international trade sanctions, which are the subjects of Sections 4.9, 4.13 and 4.16, respectively.

Section 4.7 SEC Filings; Financial Statements.

(a) Each of Crown and the Crown Subsidiaries has filed all forms, reports, statements and documents required to be filed with the SEC since January 1, 2004 (the "**Crown SEC Reports**"), each of which has complied in all material respects with the applicable requirements of the Securities Act and the rules and regulations promulgated thereunder, the Exchange Act and the rules and regulations promulgated thereunder, and the Sarbanes-Oxley Act and the rules and regulations promulgated thereunder, each as in effect on the date so filed, except to the extent updated, amended, restated or corrected by a subsequent Crown SEC Report filed or furnished to the SEC by Crown, and in either case, publicly available prior to the date hereof (each, a "**Crown Filed SEC Report**"). None of the Crown SEC Reports (including any financial statements or schedules included or incorporated by reference therein) contained when filed or currently contains, and any Crown SEC Reports filed with the SEC subsequent to the date hereof will not contain, any untrue statement of a material fact or omission to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except to the extent updated, amended, restated or corrected by a subsequent Crown Filed SEC Report.

(b) Except to the extent updated, amended, restated or corrected by a subsequent Crown Filed SEC Report, all of the financial statements included in the Crown SEC Reports, in each case, including any related notes thereto, as filed with the SEC (those filed with the SEC are collectively referred to as the "**Crown Financial Statements**"), comply as to form in all material respects with applicable accounting requirements and the published rules of the SEC with respect thereto and have been prepared in accordance with GAAP applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto or, in the case of the unaudited statements, as may be permitted by Form 10-Q of the SEC and subject, in the case of the unaudited statements, to normal, year-end audit adjustments which are not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect). The consolidated balance sheets (including the related notes) included in such Crown Financial Statements (if applicable, as updated, amended, restated or corrected in a subsequent Crown Filed SEC Report) fairly present, in all material respects, the consolidated financial position of Crown and the Crown Subsidiaries at the respective dates thereof, and the consolidated statements of operations, stockholders' equity and cash flows (in each case, including the related notes) included in such Crown Financial Statements (if applicable, as updated, amended, restated or corrected in a subsequent Crown Filed SEC Report) fairly present, in all material respects, the consolidated statements of operations, stockholders' equity and cash flows of Crown and the Crown Subsidiaries for the periods indicated, subject, in the case of the unaudited statements, to normal, year-end adjustments which are not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Neither Crown nor any of the Crown Subsidiaries has any liabilities or obligations of any kind whatsoever, whether or not accrued and whether or not contingent or absolute, that are material to Crown and the Crown Subsidiaries, taken as a whole, other than (i)

liabilities or obligations disclosed or provided for in the unaudited consolidated balance sheet of Crown as of June 30, 2006, including the notes thereto, contained in the Crown SEC Reports, (ii) liabilities or obligations incurred on behalf of Crown in connection with this Agreement and the contemplated Merger, (iii) liabilities or obligations incurred in the ordinary course of business consistent with past practice since June 30, 2006, and (iv) other liabilities or obligations that are otherwise covered by insurance.

(d) Each of the principal executive officer of Crown and the principal financial officer of Crown (or each former principal executive officer of Crown and each former principal financial officer of Crown, as applicable) has made all certifications required by Rule 13a-14 or 15d-14 under the Exchange Act and Sections 302 and 906 of the Sarbanes-Oxley Act with respect to the Crown SEC Reports, and the statements contained in such certifications are true and accurate. Neither Crown nor any of the Crown Subsidiaries has any outstanding, or has arranged any outstanding, "extensions of credit" to directors or executive officers within the meaning of Section 402 of the Sarbanes-Oxley Act.

(i) Crown maintains a system of "internal control over financial reporting" (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) sufficient to provide reasonable assurance (A) that transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP, consistently applied, (B) that transactions are executed only in accordance with the authorization of management and (C) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of Crown's assets.

(ii) Crown's "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) are reasonably designed to ensure that all information (both financial and non-financial) required to be disclosed by Crown in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to Crown's management as appropriate to allow timely decisions regarding required disclosure and to make the certifications of the chief executive officer and chief financial officer of Crown required under the Exchange Act with respect to such reports.

(iii) Neither Crown nor any of the Crown Subsidiaries is a party to, or has any commitment to become a party to, any joint venture, off-balance sheet partnership or any similar contract (including any contract or arrangement relating to any transaction or relationship between or among Crown or any of the Crown Subsidiaries, on the one hand, and any unconsolidated affiliate, including any structured finance, special purpose or limited purpose entity or person, on the other hand, or any "off-balance sheet arrangements" (as defined in Item 303(a) of Regulation S-K of the SEC), where the result, purpose or intended effect of such contract is to avoid disclosure of any material transaction involving, or material liabilities of, Crown or any of the Crown Subsidiaries in Crown's or such Crown Subsidiary's published financial statements or other Crown SEC Reports.

(iv) Since January 1, 2004, Crown has not received any oral or written notification of any (x) "significant deficiency" or (y) "material weakness" in Crown's internal controls over financial reporting. There is no outstanding "significant deficiency" or "material weakness" which Crown's independent accountants certify has not been appropriately and adequately remedied by Crown.

(e) The effectiveness of any additional SEC disclosure requirement that, as of the date of this Agreement, has been formally proposed that is not yet in effect, is not expected by Crown to lead to any materially adverse change in Crown's disclosures as set forth in the Crown SEC Reports.

(f) None of the Crown Subsidiaries is, or has at any time since January 1, 2004 been, subject to the reporting requirements of Sections 13(a) and 15(d) of the Exchange Act.

Section 4.8 Absence of Certain Changes or Events. Except as contemplated by this Agreement, since the date of the most recent audited financial statements included in the Crown SEC Reports and through the date hereof, each of Crown and the Crown Subsidiaries has conducted its respective businesses only in the ordinary course in all material respects and in a manner consistent with prior practice in all material respects and there has not been any event or occurrence of any condition that has had or is reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. Except as contemplated by this Agreement, since the date of the most recent audited financial statements included in the Crown SEC Reports and through the date hereof, there has not been (i) any material change in accounting methods, principles or practices employed by Crown or (ii) any action of the types described in Section 5.2(b) or Section 5.2(c) which, had such action been taken after the date of this Agreement, would be in violation of any such Section.

Section 4.9 Taxes.

(a) Each of Crown and the Crown Subsidiaries has duly filed all Tax Returns required to be filed by it or has been granted extensions to file such Tax Returns, which extensions have not expired, and all such Tax Returns are true, complete and accurate, except to the extent that all such failures to file, taken together, have not had and are not reasonably expected to have a Material Adverse Effect. Crown and each of the Crown Subsidiaries have paid (or Crown has paid on its behalf) all Taxes (i) shown as due on such Tax Returns or (ii) otherwise due and payable, except for those Taxes (x) being contested in good faith by appropriate proceedings and for which adequate reserves have been established in the financial statements included in the Crown SEC Reports in accordance with GAAP or (y) that have not had and are not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. There are no Liens for any Taxes upon the assets of Crown or the Crown Subsidiaries, other than (i) statutory Liens for Taxes not yet due and payable, (ii) Liens for Taxes contested in good faith by appropriate proceedings and (iii) Liens that are not, and are not reasonably expected to be, material to the businesses of Crown and the Crown Subsidiaries, taken as a whole.

(b) Crown had at least $1,437,000,000 of "net operating loss carryovers" within the meaning of Section 172 of the Code as of December 31, 2005, which are not subject to any limitations pursuant to Section 382 of the Code as of the date hereof but which may

become subject to such limitations in connection with the Merger. Crown anticipates that for each taxable year following the Merger, any "Section 382 limitation" (as defined in Section 382(b) of the Code) that may be imposed upon Crown's use of such net operating loss carryovers will equal or exceed Crown's anticipated taxable income (calculated without regard to any deductions attributable to such net operating loss carryovers that are available to Crown under the Code).

(c) No Tax Return of Crown or a Crown Subsidiary is or has ever been audited or examined by any tax authority, and no notice of such an audit or examination has been received by Crown or a Crown Subsidiary. No deficiencies for any Taxes have been proposed, asserted or assessed in writing against Crown or any of the Crown Subsidiaries that are not adequately reserved for, except for deficiencies that, individually or in the aggregate, have not had and are not reasonably expected to have a Material Adverse Effect, and no requests for waivers of the time to assess any such taxes have been granted or are pending (other than with respect to years that are currently under examination by the Internal Revenue Service or other applicable taxing authorities).

(d) Neither Crown nor any of the Crown Subsidiaries has taken any action or has any knowledge of any fact or circumstance that is reasonably likely to prevent the transactions contemplated hereby, including the Merger, from qualifying as a reorganization within the meaning of Section 368 of the Code.

(e) Neither Crown nor any of the Crown Subsidiaries has constituted either a "distributing corporation" or a "controlled corporation" (within the meaning of Section 355(a)(1)(A)) in a distribution of stock qualifying for tax-free treatment under Section 355 of the Code (i) in the two years prior to the date of this Agreement or (ii) in a distribution which could otherwise constitute part of a "plan" or "series of related transactions" (within the meaning of Section 355(e) of the Code) in conjunction with the Merger.

(f) Neither Crown nor any of the Crown Subsidiaries has entered into a "listed transaction" within the meaning of Treasury Regulation §1.6011-4(b)(2).

(g) Crown and the Crown Subsidiaries have complied with all applicable Laws relating to the payment and withholding of Taxes, except where a failure to comply, individually or in the aggregate, has not had and is not reasonably expected to have a Material Adverse Effect.

(h) Neither Crown nor any of the Crown Subsidiaries has any liability for the Taxes of any person (other than Crown and the Crown Subsidiaries) under Treasury Regulation § 1.1502-6 (or any similar provision of any state, local or foreign law) as a transferee or successor, by contract or otherwise that, individually or in the aggregate, has had or is reasonably expected to have a Material Adverse Effect.

Section 4.10 Change of Control Agreement; No Excess Parachute Payment. Neither the execution and delivery of this Agreement, the consummation of the Merger or the other transactions contemplated by this Agreement nor compliance with the terms hereof will (either alone or in conjunction with any other event) (i) entitle any current or former employee,

officer, director or consultant of Crown or any Crown Subsidiary (each, a "**Crown Participant**") to enhanced severance or termination pay, change in control or similar payments or benefits, (ii) result in, cause the accelerated vesting or delivery of, or increase the amount or value of, any payment or benefit to any Crown Participant, (iii) trigger any payment or funding (through a grantor trust or otherwise) of any compensation or benefits under, increase the amount payable or trigger any other material obligation pursuant to, or increase the cost of, any benefit plan, program or arrangement of Crown or (iv) result in any breach or violation of, or a default under, any benefit plan, program or arrangement of Crown. No Crown Participant is entitled to receive any additional payment (e.g., any Tax gross up or other payment) from Global, Crown or any other person in the event that the excise Tax required by Section 4999(a) of the Code is imposed on such disqualified individual.

Section 4.11 Litigation.

(a) There is no Litigation pending or, to the knowledge of Crown, threatened against or affecting Crown or any of the Crown Subsidiaries or any of their respective assets which, if adversely determined, individually or in the aggregate, has had or is reasonably expected to have a Material Adverse Effect.

(b) There is not any Order of any Governmental Entity or arbitrator outstanding against, or, to the knowledge of Crown, investigation by, any Governmental Entity involving Crown or any of the Crown Subsidiaries or any of their respective assets that, individually or in the aggregate, has had or is reasonably expected to have a Material Adverse Effect.

(c) This Section 4.11 does not relate to Tax matters or environmental matters, which are the subjects of Sections 4.9 and 4.13, respectively.

Section 4.12 Information Supplied. None of the information supplied or to be supplied by Crown or Merger Sub specifically for inclusion or incorporation by reference in (i) the Registration Statement will, at the time the Registration Statement is filed with the SEC, at any time it is amended or supplemented or at the time it becomes effective under the Securities Act, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, or (ii) the Joint Proxy Statement will, at the date it is first mailed to Global's stockholders or Crown's stockholders or at the time of the Global Stockholders Meeting or the Crown Stockholders Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The Joint Proxy Statement will comply as to form in all material respects with the requirements of the Exchange Act and the rules and regulations thereunder, except that no representation is made by Crown or Merger Sub with respect to statements made or incorporated by reference therein based on information supplied by Global specifically for inclusion or incorporation by reference in the Joint Proxy Statement.

Section 4.13 Environmental Compliance and Disclosure. Except as has not had and is not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect:

(a) (i) each of Crown and the Crown Subsidiaries possesses, and is in compliance with, all permits, licenses and governmental authorizations and has filed all registrations and notices that are required under, all Environmental Laws applicable to Crown or any Crown Subsidiary, as applicable, (ii) there are no proceedings pending, or, to Crown's knowledge, threatened to cancel, modify or not renew any such permits, licenses or governmental authorizations, and (iii) Crown and each of the Crown Subsidiaries is in compliance with all applicable limitations;

(b) neither Crown nor any Crown Subsidiary has received written notice of actual or threatened or potential liability under CERCLA or any similar applicable state or local statute or ordinance from any governmental agency;

(c) to the knowledge of Crown, no Hazardous Materials have ever been or are being Released, placed or otherwise caused to become located in any environmental medium, including, without limitation, soil, sub-surface strata, air, water or ground water, under, at or upon any plant, facility, site, area or property currently or previously owned or leased by Crown or any Crown Subsidiary or on which Crown or any Crown Subsidiary is conducting or has conducted its business or operations;

(d) neither Crown nor any Crown Subsidiary has entered into, nor does either contemplate entering into, any agreement or Order, and neither Crown nor any Crown Subsidiary is subject to any agreement or Order, in either case, relating to compliance with, or the investigation, management or cleanup of Hazardous Materials under, any applicable Environmental Laws;

(e) except for matters that have been materially resolved, neither Crown nor any Crown Subsidiary is or has been subject to any administrative or judicial proceeding related to alleged or actual violations of or liability under any applicable Environmental Laws;

(f) neither Crown nor any Crown Subsidiary has received notice that it is subject to any claim, obligation, penalty, fine, liability, loss, damage or expense of whatever kind or nature, contingent or otherwise, incurred or imposed or based upon any provision of any applicable Environmental Law and arising out of any act or omission of Crown or any Crown Subsidiary, its employees, agents or representatives or, to the knowledge of Crown, arising out of the ownership, use, control or operation by Crown or any Crown Subsidiary of any plant, facility, site, area or property (including any plant, facility, site, area or property currently or previously owned or leased by Crown or any Crown Subsidiary) or any other area on which Crown or any Crown Subsidiary is conducting or has conducted its business or operations at or from which any Hazardous Materials were Released into the environment and there is no reasonable basis for any such notice and, to the knowledge of Crown, none are threatened or foreseen; and

(g) to the knowledge of Crown, none of the assets owned by Crown or any Crown Subsidiary or any real property owned or leased by Crown or any Crown Subsidiary contain any friable asbestos, Polychlorinated biphenyls or underground storage tanks.

Section 4.14 Stockholders' Rights Agreement.

(a) Other than Crown's existing Amended and Restated Rights Agreement dated as of September 18, 2000 between Crown and Mellon Investor Services LLC (as successor to ChaseMellon Shareholder Services, L.L.C.), as rights agent (the "**Rights Agreement**"), neither Crown nor any Crown Subsidiary has adopted, or intends to adopt, a stockholders' rights agreement or any similar plan or agreement which limits or impairs the ability to purchase, or become the direct or indirect beneficial owner of, capital shares or any other equity or debt securities of Crown or any of the Crown Subsidiaries.

(b) Crown or the Crown Board, as the case may be, has taken all necessary actions so as to render the Rights Agreement inapplicable to this Agreement, the Merger, the Stockholders Agreement and the transactions contemplated hereby and thereby.

Section 4.15 Brokers. No broker, investment banker, financial advisor or other person, other than the Crown Financial Advisors, the fees and expenses of which will be paid by Crown, is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Merger and the other transactions contemplated by this Agreement based upon arrangements made by or on behalf of Crown. Crown has furnished to Global a true and complete copy of all agreements between Crown and any Crown Financial Advisor relating to the Merger and the other transactions contemplated by this Agreement.

Section 4.16 Foreign Corrupt Practices Act and International Trade Sanctions. Neither Crown, nor any Crown Subsidiaries, nor any of their respective directors, officers, agents, employees or any other persons acting on their behalf has, in connection with the operation of their respective businesses, (i) used any corporate or other funds for unlawful contributions, payments, gifts or entertainment, or made any unlawful expenditures relating to political activity to government officials, candidates or members of political parties or organizations, or established or maintained any unlawful or unrecorded funds in violation of Section 104 of the Foreign Corrupt Practices Act of 1977, as amended, or any other similar applicable foreign, Federal or state Law, (ii) paid, accepted or received or any unlawful contributions, payments, expenditures or gifts, or (iii) violated or operated in noncompliance with any export restrictions, anti-boycott regulations, embargo regulations or other applicable domestic or foreign Laws, except, in the case of clauses (i), (ii) and (iii), as has not had and is not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 4.17 Ownership of Global Common Stock. As of the date of this Agreement, none of Crown or any Crown Subsidiaries beneficially own (within the meaning of Section 13 of the Exchange Act and the rules and regulations promulgated thereunder and within the meaning set forth in Section 203 of the DGCL) any shares of Global Common Stock. Other than as contemplated by the Transaction Agreements, as of the date of this Agreement, none of Crown or any Crown Subsidiaries are a party to any contract, arrangement or understanding for the purpose of acquiring, holding, voting or disposing of any shares of Global Common Stock.

ARTICLE V

COVENANTS

Section 5.1 Conduct of Global's Business Pending the Merger.

(a) Global covenants and agrees that between the date of this Agreement and the earlier of the Effective Time and the termination of this Agreement in accordance with Section 7.1, except as otherwise consented to by Crown (such consent not to be unreasonably withheld or delayed), and except as disclosed in Section 5.1(a) of the Global Disclosure Letter or as otherwise contemplated by this Agreement, (i) the business of Global and the Global Subsidiaries shall be conducted only in, and Global and the Global Subsidiaries shall not take any action except in, the ordinary course of business, in all material respects, and in a manner consistent with past practice, in all material respects, and (ii) Global and the Global Subsidiaries shall use reasonable best efforts to preserve intact their business organizations, to keep available the services of their current officers and key employees and to preserve, in all material respects, the current relationships of Global and the Global Subsidiaries with customers, suppliers, licensors, licensees, distributors and other persons with which Global or the Global Subsidiaries have business dealings.

(b) Global covenants and agrees that between the date of this Agreement and the earlier of the Effective Time and the termination of this Agreement in accordance with Section 7.1, except as otherwise consented to by Crown (such consent not to be unreasonably withheld or delayed) and except as disclosed in Section 5.1(b) of the Global Disclosure Letter or as otherwise contemplated by this Agreement or as otherwise required to maintain Global's status as a REIT, Global shall not, nor shall Global permit any of the Global Subsidiaries to: (i) declare or pay any dividends on or make other distributions (whether in cash, stock or property) in respect of any of its capital stock, except (x) for dividends and distributions by a direct or indirect wholly owned Global Subsidiary to its parent (without further distribution), (y) for the Global Third Quarter Dividend and (z) as provided in Section 5.1(e); (ii) subdivide, reclassify, recapitalize, split, combine or exchange or enter into any similar transaction with respect to any of its capital stock or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, except for any split, combination or reclassification of capital stock of a wholly-owned Global Subsidiary, or any issuance or authorization or proposal to issue or authorize any securities of a wholly-owned Global Subsidiary to Global or another wholly-owned Global Subsidiary; (iii) repurchase, redeem or otherwise acquire any shares of its capital stock or any Global Stock Rights, other than in connection with (A) the forfeiture or expiration of outstanding Global Restricted Shares, Global Deferred Shares, Global Options and Global Warrants and (B) the withholding of shares of Global Common Stock to satisfy Tax obligations with respect to Global Restricted Shares and Global Deferred Shares pursuant to any obligations contained in the Omnibus Plan; (iv) issue, deliver or sell, or authorize, propose or reserve for issuance, delivery or sale of, or otherwise encumber any shares of its capital stock or any Global Stock Rights, other than the issuance of shares upon the exercise of Global Options and Global Warrants or the issuance of shares upon the vesting of Global Deferred Shares, in each case outstanding on the date of this Agreement in accordance with their present terms; or (v) take any action that would, or is reasonably expected to, result in any of the conditions set forth in ARTICLE VI not being satisfied.

(c) Without limiting the generality of the foregoing, except as set forth in Section 5.1(c) of the Global Disclosure Letter or as otherwise expressly contemplated by any other provision of this Agreement (including payment of fees and expenses to consummate the transactions contemplated by this Agreement), during the period from the date of this Agreement until the earlier of the Effective Time and the termination of this Agreement in accordance with Section 7.1, except as otherwise consented to by Crown (such consent not to be unreasonably withheld or delayed), Global shall not, nor shall Global permit any of the Global Subsidiaries to: (i) amend the Global Certificate of Incorporation, the Global Bylaws or the equivalent organizational documents of any Global Subsidiary; (ii) create, assume or incur any indebtedness for borrowed money or guaranty any such indebtedness of another person, or repay, redeem or repurchase any such indebtedness other than borrowings under existing lines of credit in a net aggregate amount not to exceed $10,000,000 (or under any refinancing of such existing lines); (iii) make any loans, advances or capital contributions to any other person (other than loans or advances between any Global Subsidiaries or between Global and any of the Global Subsidiaries); (iv) (x) sell, lease, license, sell and leaseback, mortgage, pledge or otherwise encumber or dispose of any assets or properties that are material, individually or in the aggregate, to Global and the Global Subsidiaries, taken as a whole, or (y) other than communications tower tenants and ground leases in the ordinary course of business consistent with past practice, enter into, modify or amend any lease of property, except for modifications or amendments that are not adverse to the Surviving Company; (v) directly or indirectly acquire (x) by merging or consolidating with, or by purchasing assets of, or by any other manner, any division, business or equity interest of any person (including in a transaction involving a tender or exchange offer, business combination, recapitalization, liquidation, dissolution, joint venture or similar transaction) or (y) any assets, in each case of clause (x) or (y) other than any such acquisition or acquisitions that, individually, involves a purchase price not in excess of $20,000,000 or, in the aggregate, involves a purchase price not in excess of $50,000,000; (vi) implement or adopt any material change in its accounting policies other than as may be required by applicable Law or GAAP; (vii) except to the minimum extent required in order to comply with applicable Law or to the minimum extent required in order to avoid adverse treatment under Section 409A of the Code or as required by any collective bargaining agreement: (A) amend any of the terms or conditions of employment for any of its directors or officers, (B) adopt, enter into, terminate or amend any Global Benefit Plan, Global Benefit Agreement or collective bargaining agreement, other than amendments that are immaterial or administrative in nature, (C) increase in any manner the compensation or benefits of, or pay any bonus to, any Global Participant, other than target bonuses to be paid to Global employees in the ordinary course of business consistent with past practice, the maximum aggregate amount of which shall not exceed the amount set forth in Section 5.1(c)(vii) of the Global Disclosure Letter, *provided* that the compensation and benefits of any Global Participant who is not a director or officer can be increased in the ordinary course of business consistent with past practice, (D) grant any awards under any Global Benefit Plan (including the grant of stock options, stock appreciation rights, performance units, restricted stock, deferred stock awards, stock purchase rights or other stock-based or stock-related awards) or remove or modify existing restrictions in any Global Benefit Plan or Global Benefit Agreement on any awards made thereunder, (E) take any action to fund or in any other way secure the payment of compensation or benefits under any Global Benefit Plan or Global Benefit Agreement, (F) take any action to accelerate the vesting or payment of any compensation or benefits under any contract, Global Benefit Plan or Global Benefit Agreement or (G) make any

material determination under any Global Benefit Plan or Global Benefit Agreement that is inconsistent with the ordinary course of business or past practice, (viii) modify or amend in any material respect or terminate or cancel any Global Material Contract or enter into any agreement or contract that would qualify as a Global Material Contract; (ix) pay, loan or advance (other than the payment of compensation, directors' fees or reimbursement of expenses in the ordinary course of business) any amount to, or sell, transfer or lease any properties or assets (real, personal or mixed, tangible or intangible) to, or enter into any agreement with, any of its officers or directors or any "affiliate" or "associate" of any of its officers or directors; (x) form or commence the operations of any business or any corporation, partnership, joint venture, business association or other business organization or division thereof (other than in the ordinary course of business consistent with past practice) or enter into any new line of business that is material to Global and the Global Subsidiaries, taken as a whole; (xi) make any material tax election or settle or compromise any material tax liability or refund; (xii) (A) pay, discharge, settle or satisfy any claims, Litigation, liabilities or obligations (whether absolute, accrued, asserted or unasserted, contingent or otherwise), other than the payment, discharge, settlement or satisfaction, in the ordinary course of business consistent with past practice or in accordance with their terms, of liabilities (I) (1) reflected or reserved against in, or contemplated by, the most recent consolidated financial statements (or the notes thereto) included in the Global SEC Reports or (2) incurred in the ordinary course of business consistent with past practice and (II) that are not material, individually or in the aggregate, to Global and the Global Subsidiaries, taken as a whole, (B) cancel any material indebtedness (individually or in the aggregate) or waive any claims or rights of substantial value or (C) waive the benefits of, or agree to modify in any manner, any confidentiality, standstill or similar agreement to which Global or any Global Subsidiary is a party; (xiii) make or agree to make any new capital expenditure or expenditures (including new tower construction) which, individually, are in excess of $5,000,000 or, in the aggregate, are in excess of $10,000,000; (xiv) take any action that (without giving effect to any action taken or agreed to be taken by Crown or any Crown Affiliates) would prevent Global from treating the Merger as a "reorganization" under Section 368 of the Code; (xv) engage, directly or indirectly, in any action, that would result in a termination or revocation of Global's election to be treated as a REIT pursuant to Section 856(g) of the Code; (xvi) engage, directly or indirectly, in any action, that would result in any "prohibited transaction" Tax pursuant to Section 857(b)(6) of the Code, any Tax on certain non-arm's length transactions pursuant to Section 857(b)(7) of the Code or any Tax pursuant to Section 4981 of the Code; or (xvii) authorize, or commit or agree to take, any of the foregoing actions.

(d) In connection with the continued operation of Global and the Global Subsidiaries between the date hereof and the Closing Date, Global will confer in good faith on a regular and frequent basis with one or more representatives of Crown designated to Global regarding operational matters and the general status of ongoing operations. Global acknowledges that Crown does not and will not waive any rights it may have under this Agreement as a result of such consultations. Nothing contained in this Agreement will give Crown, directly or indirectly, the right to control or direct Global's operations prior to the Effective Time.

(e) Global covenants and agrees that between the date of this Agreement and the earlier of the Effective Time and the termination of this Agreement in accordance with Section 7.1, Global shall take or omit to take all actions necessary to maintain Global's status as

a REIT and to eliminate any U.S. Federal income tax liability as determined under Sections 857, 858, and 4981 of the Code; *provided*, *however*, that (i) Global shall provide Crown with reasonable prior notice thereof (which notice, in the case of any dividend or distribution by Global pursuant hereto, shall be provided to Crown prior to the Election Date), (ii) Global shall provide Crown with a reasonably detailed analysis of Global's conclusions with respect thereto and (iii) any such action or omission by Global (other than a distribution made pursuant to this Section 5.1(e)) shall be subject to the consent of Crown (such consent not to be unreasonably withheld or delayed).

(f) Global covenants and agrees that between the date of this Agreement and the earlier of the Effective Time and the termination of this Agreement in accordance with Section 7.1, Global shall make acquisitions pursuant to its ground rights purchase program and its tower acquisition program in the ordinary course of business consistent with past practice.

Section 5.2 Conduct of Crown's Business Pending the Merger.

(a) Crown covenants and agrees that between the date of this Agreement and the earlier of the Effective Time and the termination of this Agreement in accordance with Section 7.1, except as otherwise consented to by Global (such consent not to be unreasonably withheld or delayed) and except as disclosed in Section 5.2(a) of the Crown Disclosure Letter or as otherwise contemplated by this Agreement, (i) the business of Crown and the Crown Subsidiaries shall be conducted only in, and Crown and the Crown Subsidiaries shall not take any action except in, the ordinary course of business in all material respects and in a manner consistent with past practice in all material respects, and (ii) Crown and the Crown Subsidiaries shall use reasonable best efforts to preserve intact their business organizations, to keep available the services of their current officers and key employees and to preserve, in all material respects, the current relationships of Crown and the Crown Subsidiaries with customers, suppliers, licensors, licensees, distributors and other persons with which Crown or the Crown Subsidiaries have business dealings.

(b) Crown covenants and agrees that between the date of this Agreement and the earlier of the Effective Time and the termination of this Agreement in accordance with Section 7.1, except as otherwise consented to by Global (such consent not to be unreasonably withheld or delayed) and except as disclosed in Section 5.2(b) of the Crown Disclosure Letter or as otherwise contemplated by this Agreement, Crown shall not, nor shall Crown permit any of the Crown Subsidiaries to: (i) declare or pay any dividends on or make other distributions (whether in cash, stock or property) in respect of any of its capital stock, except for (x) dividends and distributions by a direct or indirect wholly owned Crown Subsidiary to its parent and (y) regular quarterly dividends consistent with past practice; (ii) subdivide, reclassify, recapitalize, split, combine or exchange or enter into any similar transaction with respect to any of its capital stock or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for shares of its capital stock, except for any split, combination or reclassification of capital stock of a wholly-owned Crown Subsidiary, or any issuance or authorization or proposal to issue or authorize any securities of a wholly-owned Crown Subsidiary to Crown or another wholly-owned Crown Subsidiary; (iii) repurchase, redeem or otherwise acquire any shares of its capital stock, other than pursuant to any repurchase obligations contained in any benefit plan, program or arrangement of Crown; (iv) issue, deliver

or sell, or authorize, propose or reserve for issuance, delivery or sale of, or otherwise encumber any shares of its capital stock or any Crown Stock Rights, other than (x) the issuance of shares (and attached rights to purchase Preferred Shares (as such term is defined in the Rights Agreement) issuable pursuant to the Rights Agreement or any other rights issued in substitution therefor (collectively, "**Rights**")) upon the exercise of Crown Options and Crown Warrants outstanding as of the date of this Agreement in accordance with their present terms, (y) the Share Issuance and any other issuance contemplated by this Agreement and (z) any other issuance of shares (and attached Rights) or Crown Stock Rights in the ordinary course of business consistent with past practice, including in connection with the hiring of new employees and employee promotions; or (v) take any action that would, or is reasonably expected to, result in any of the conditions set forth in ARTICLE VI not being satisfied.

(c) Without limiting the generality of the foregoing, except as set forth in Section 5.2(c) of the Crown Disclosure Letter or as otherwise expressly contemplated by any other provision of this Agreement (including payment of fees and expenses to consummate the transactions contemplated by this Agreement), during the period from the date of this Agreement until the earlier of the Effective Time and the termination of this Agreement in accordance with Section 7.1, except as otherwise consented to by Global (such consent not to be unreasonably withheld or delayed), Crown shall not, nor shall Crown permit any of the Crown Subsidiaries to: (i) amend the Crown Certificate of Incorporation, the Crown Bylaws or the equivalent organizational documents of any Crown Subsidiary, except for such amendments that do not have an adverse effect on the Merger; (ii) implement or adopt any material change in its accounting policies other than as may be required by applicable Law or GAAP; (iii) take any action that (without giving effect to any action taken or agreed to be taken by Global or any Global Affiliates) would prevent Crown from treating the Merger as a "reorganization" under Section 368 of the Code; (iv) take any other action outside of the ordinary course of business consistent with past practice that would require the approval of the Crown Board under the DGCL; or (v) authorize, or commit or agree to take, any of the foregoing actions.

(d) Subject to applicable Law, in connection with the continued operation of Crown and the Crown Subsidiaries between the date hereof and the Closing Date, Crown will confer in good faith, from time to time and in such a manner as does not disrupt Crown's business, with one or more representatives of Global designated to Crown regarding operational matters and the general status of ongoing operations. Crown acknowledges that Global does not and will not waive any rights it may have under this Agreement as a result of such consultations. Nothing contained in this Agreement will give Global, directly or indirectly, the right to control or direct Crown's operations prior to the Effective Time.

Section 5.3 Access to Information; Confidentiality.

(a) Subject to applicable Law, from the date hereof to the Effective Time, Global shall, and shall cause the officers, directors, employees, auditors, attorneys, financial advisors, lenders and other agents (collectively, the "**Representatives**") of Global to, upon prior advance notice, afford the Representatives of Crown and Merger Sub reasonable access during normal business hours to the officers, agents, properties, offices and other facilities, books and records of Global and the Global Subsidiaries, and shall furnish (i) Crown and Merger Sub with all financial, tax, operating and other data and information as Crown and Merger Sub, through

their Representatives, may reasonably request and (ii) Crown with a copy of each report, schedule, registration statement and other document filed by it during such period pursuant to the requirements of Federal or state securities laws. Global shall furnish to Crown and Merger Sub monthly financial and operating data and information within thirty (30) days following the end of each calendar month. All information provided pursuant to this Section 5.3(a) shall be subject to the terms of the confidentiality agreement between Crown and Global, dated August 28, 2006 (the "**Confidentiality Agreement**").

(b) Subject to applicable Law, from the date hereof to the Effective Time, Crown shall, and shall cause the Representatives of Crown to, upon prior advance notice, afford the Representatives of Global reasonable access during normal business hours to the officers, agents, properties, offices and other facilities, books and records of Crown and the Crown Subsidiaries, and shall furnish (i) Global with all financial, tax, operating and other data and information as Global, through its Representatives, may reasonably request and (ii) Global with a copy of each report, schedule, registration statement and other document filed by it during such period pursuant to the requirements of Federal or state securities laws. Crown shall furnish to Global monthly financial and operating data and information within thirty (30) days following the end of each calendar month. All information provided pursuant to this Section 5.3(b) shall be subject to the terms of the Confidentiality Agreement.

(c) Notwithstanding anything to the contrary in Section 5.3(a) or (b), neither Global nor Crown nor any of their respective Subsidiaries will be required to provide access to or to disclose information where such access or disclosure would jeopardize the attorney-client privilege of such party. The parties will use their reasonable best efforts to make appropriate substitute arrangements to permit reasonable disclosure under circumstances in which the restrictions of the preceding sentence apply.

Section 5.4 Notification of Certain Matters. Global shall give prompt notice to Crown of the occurrence, or nonoccurrence, of any event which is reasonably expected to result in a failure of the condition set forth in either Section 6.2(a) or (b); *provided*, *however*, that the delivery of any notice pursuant to this sentence shall not limit or otherwise affect the remedies available hereunder to Crown. Crown shall give prompt notice to Global of the occurrence, or nonoccurrence, of any event which is reasonably expected to result in a failure of the condition set forth in either Section 6.3(a) or (b); *provided*, *however*, that the delivery of any notice pursuant to this sentence shall not limit or otherwise affect the remedies available hereunder to Global.

Section 5.5 Further Assurances.

(a) Upon the terms and subject to the conditions hereof, each of the parties hereto shall use its reasonable best efforts to take, or cause to be taken, all appropriate action, to do, or cause to be done, and cooperate to do all things necessary, proper or advisable under Law to consummate and make effective the Merger and the other transactions contemplated by this Agreement, including using all reasonable best efforts to (i) obtain all licenses, permits, consents, approvals, authorizations, qualifications and orders of each Governmental Entity and parties to contracts with Global and Global Subsidiaries or Crown and Crown Subsidiaries as are necessary for the consummation of the Merger and the other transactions contemplated by this Agreement

and to fulfill the conditions set forth in ARTICLE VI, *provided* that, in the case of consents of parties to contracts, none of Global, Crown or Merger Sub shall be required to make any payment to any such third parties or concede anything of value to obtain such consents, (ii) make all required regulatory filings and applications and (iii) cause the conditions set forth in ARTICLE VI to be satisfied as promptly as practicable. No party hereto shall take any action that would prohibit or materially impair or delay the ability of any party to obtain any necessary approvals of any Governmental Entity required for the transactions contemplated by this Agreement or to otherwise consummate the transactions contemplated by this Agreement. If at any time after the Effective Time any further action is necessary or desirable to carry out the purposes of this Agreement, the proper officers of each party to this Agreement and the Surviving Company shall use all reasonable best efforts to take all such action. For purposes of this Section 5.5, "reasonable best efforts" may include, but shall not be deemed in each case that may arise under this Agreement to require, the obligation to enter into a settlement, undertaking, consent decree, stipulation or other agreement with a Governmental Entity regarding antitrust matters that requires a party to divest or hold separate any of its or its subsidiaries' assets.

(b) In connection with, and without limiting the foregoing, Global and Crown shall, if required, duly file with the FTC (as defined in Section 5.5(c)) and the Antitrust Division of the DOJ (as defined in Section 5.5(c)) the notification and report form (the "**HSR Filing**") required under the HSR Act with respect to the transactions contemplated by this Agreement as promptly as practicable. The HSR Filing shall be in substantial compliance with the requirements of the HSR Act. Each party shall cooperate with the other party to the extent necessary to request early termination of the waiting period required by the HSR Act and, if requested, to promptly amend or furnish additional information thereunder. Global and the Global Board shall (i) take all actions necessary to ensure that no state anti-takeover statute or similar statute or regulation is or becomes operative with respect to this Agreement, the Merger or any other transactions contemplated by this Agreement; and (ii) if any state anti-takeover statute or similar statute or regulation is or becomes operative with respect to this Agreement, the Merger or any other transaction contemplated by this Agreement, take all actions necessary to ensure that this Agreement, the Merger and any other transactions contemplated by this Agreement may be consummated as promptly as practicable on the terms contemplated by this Agreement and otherwise to minimize the effect of such statute or regulation on the Merger and the other transactions contemplated by this Agreement.

(c) Each of Global and Crown shall, in connection with its obligation to use reasonable best efforts to obtain all requisite approvals and authorizations for the transactions contemplated by this Agreement under the HSR Act or any other federal, state or foreign antitrust or fair trade law, use its reasonable best efforts to (i) cooperate in all respects with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party, (ii) promptly inform the other party of any communication received by such party from or given by such party to, the Antitrust Division of the Department of Justice (the "**DOJ**"), the Federal Trade Commission (the "**FTC**") or any other Governmental Entity and of any material communication received or given in connection with any proceeding by a private party, in each case regarding any of the transactions contemplated hereby, (iii) permit the other party, or the other party's legal counsel, to review any communication given by it to, and consult with each other in advance of any meeting or conference with, the DOJ, the FTC or any such other Governmental Entity or, in

connection with any proceeding by a private party, with any other person, and (iv) give the other party the opportunity to attend and participate in such meetings and conferences.

(d) If any objections are asserted with respect to the transactions contemplated hereby under any Law or if any suit is instituted by any Governmental Entity or any private party challenging any of the transactions contemplated hereby as violative of any Law, each of Global and Crown shall use its reasonable best efforts to resolve any such objections or challenges as such Governmental Entity or private party may have to such transactions under such Law so as to permit consummation of the transactions contemplated by this Agreement.

(e) Crown shall perform, or cause to be performed, when due all obligations of Merger Sub under this Agreement.

Section 5.6 No Solicitation; Board Recommendation.

(a) Global.

(i) Global shall not, nor shall it authorize or permit any of the Global Subsidiaries or its or their Representatives to, directly or indirectly, (A) solicit, initiate or encourage, or take any other action designed to, or which is reasonably expected to, facilitate, any Global Takeover Proposal, (B) enter into any agreement with respect to any Global Takeover Proposal or (C) enter into, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or otherwise cooperate with, any proposal that constitutes, or is reasonably expected to lead to, any Global Takeover Proposal. Global shall, and shall cause the Global Subsidiaries and its Representatives to, immediately cease and cause to be terminated all existing discussions or negotiations with any person conducted heretofore with respect to any proposal that constitutes, or is reasonably expected to lead to, any Global Takeover Proposal and request the prompt return or destruction of all confidential information previously furnished. Notwithstanding the foregoing, at any time prior to obtaining the Global Stockholder Approval, in response to a bona fide written Global Takeover Proposal that the Global Board determines in good faith (after consultation with outside counsel and a financial advisor of nationally recognized reputation) constitutes, or is reasonably expected to lead to, a Global Superior Proposal (as defined below), and which Global Takeover Proposal was not solicited after the date hereof, was made after the date hereof and did not otherwise result from a breach of this Section 5.6(a)(i), Global may, if a majority of the Global Board determines in good faith (after receiving the advice of outside counsel) that it is necessary to take such actions in order to comply with its fiduciary duties to the stockholders of Global under applicable Law, and subject to compliance with this Section 5.6(a)(i) and Section 5.6(a)(iii) and after giving Crown written notice of such determination, (x) furnish information with respect to Global and the Global Subsidiaries to the person making such Global Takeover Proposal (and its Representatives) pursuant to a customary confidentiality agreement (which agreement shall contain a customary “standstill” or similar covenant) not less restrictive of such person than the Confidentiality Agreement

(including with respect to the "standstill" or similar covenant); *provided* that (1) all such information has previously been provided to Crown or is provided to Crown prior to the time it is provided to such person and (2) such customary confidentiality agreement expressly provides the right for Global to comply with the terms of this Agreement, including Section 5.6(a)(ii), and (y) participate in discussions or negotiations with the person making such Global Takeover Proposal (and its Representatives) regarding such Global Takeover Proposal. Without limiting the foregoing, it is agreed that any violation of the restrictions set forth in this Section 5.6(a)(i) by any Representative or affiliate of Global or any Global Subsidiary shall be deemed to be a breach of this Section 5.6(a)(i) by Global.

The term "**Global Takeover Proposal**" means any inquiry, proposal or offer from any person relating to, or that is reasonably expected to lead to, any direct or indirect acquisition or purchase, in one transaction or a series of transactions, of assets or businesses that constitute 15% or more of the revenues, net income, EBITDA (earnings before interest expense, taxes, depreciation and amortization) or the assets of Global and the Global Subsidiaries, taken as a whole, or 15% or more of any class of equity securities of Global or any Global Subsidiary, any tender offer or exchange offer that if consummated would result in any person beneficially owning 15% or more of any class of equity securities of Global or any Global Subsidiary, or any merger, consolidation, business combination, recapitalization, liquidation, dissolution, joint venture, binding share exchange or similar transaction involving Global or any Global Subsidiary pursuant to which any person or the stockholders of any person would own 15% or more of any class of equity securities of Global or any Global Subsidiary or of any resulting parent company of Global, other than the transactions contemplated by this Agreement.

The term "**Global Superior Proposal**" means a bona fide Global Takeover Proposal (provided that for purposes of this definition references to 15% in the definition of "Global Takeover Proposal" shall be deemed to be references to 50%) which the Global Board determines in good faith (after consultation with outside counsel and a financial advisor of nationally recognized reputation) to be (i) more favorable to the stockholders of Global from a financial point of view than the Merger, taking into account all relevant factors (including all the terms and conditions of such proposal and this Agreement (including any changes to the terms of this Agreement proposed by Crown in response to such offer or otherwise)) and (ii) reasonably capable of being completed, taking into account all financial, legal, regulatory and other aspects of such proposal.

(ii) Neither the Global Board nor any committee thereof shall, (A) (1) withdraw (or qualify or modify in a manner adverse to Crown or Merger Sub), or publicly propose to withdraw (or qualify or modify in a manner adverse to Crown or Merger Sub), the adoption, approval, recommendation or declaration of advisability by such board of directors or any such committee thereof of this Agreement, the Merger or the other transactions contemplated by this Agreement or (2) recommend, adopt, approve or declare advisable, or propose publicly to recommend, adopt, approve or declare advisable, any Global Takeover Proposal

(any action described in this clause (A) being referred to as a "**Global Adverse Recommendation Change**") or (B) adopt, approve, recommend or declare advisable, or propose to adopt, approve, recommend or declare advisable, or allow Global or any of the Global Subsidiaries to execute or enter into, any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement or other similar agreement constituting or related to, or that is intended to or is reasonably expected to lead to, any Global Takeover Proposal (other than a confidentiality agreement referred to in Section 5.6(a)(i) pursuant to and in accordance with the limitations set forth therein). Notwithstanding the foregoing, at any time prior to obtaining the Global Stockholder Approval, the Global Board may make a Global Adverse Recommendation Change described in clause (A) above if a majority of the Global Board determines in good faith (after receiving the advice of outside counsel) that it is necessary to take such actions in order to comply with its fiduciary duties to the stockholders of Global under applicable Law; *provided*, *however*, that no such Global Adverse Recommendation Change may be made until after the fifth calendar day following Crown's receipt of written notice (a "**Global Notice of Adverse Recommendation**") from Global advising Crown that the Global Board intends to take such action and specifying the reasons therefor, including the terms and conditions of any Global Superior Proposal that is the basis of the proposed action by the Global Board (it being understood and agreed that (x) any amendment to any material term of such Global Superior Proposal or (y) with respect to any previous Global Adverse Recommendation Change, any material change in the principal stated rationale by the Global Board for such previous Global Adverse Recommendation Change, shall, in the case of either (x) or (y), require a new Global Notice of Adverse Recommendation and a new five (5) calendar-day period). In determining whether to make a Global Adverse Recommendation Change, the Global Board shall take into account any changes to the terms of this Agreement proposed by Crown in response to a Global Notice of Adverse Recommendation or otherwise.

(iii) In addition to the obligations of Global set forth in Section 5.6(a)(i) and (a)(ii), (A) Global shall promptly advise Crown orally and in writing (and in any case within 24 hours) of any Global Takeover Proposal or any inquiry that is reasonably expected to lead to any Global Takeover Proposal, the material terms and conditions of any such Global Takeover Proposal or inquiry (including any changes thereto) and the identity of the person making any such Global Takeover Proposal or inquiry and (B) Global shall (1) keep Crown fully and promptly informed of the status and material details (including any change to any material term thereof) of any such Global Takeover Proposal or inquiry and (2) provide to Crown promptly after receipt or delivery thereof with copies of all correspondence and other written material sent or provided to Global or any of the Global Subsidiaries from any person that describes any of the terms or conditions of any Global Takeover Proposal.

(iv) Nothing contained in this Section 5.6(a) shall prohibit Global from taking and disclosing to its stockholders a position contemplated by Rule 14(e)-2(a) or Rule 14(d)-9 promulgated under the Exchange Act or from making any disclosure to Global's stockholders if, in the good faith judgment of the Global Board, after consultation with outside counsel, failure to so disclose would be inconsistent with applicable Law; *provided*, *however*, that all actions taken or agreed to be taken by Global or the Global Board or any committee thereof shall comply with the provisions of Section 5.6(a)(ii).

(b) Crown.

(i) Crown shall not, nor shall it authorize or permit any of the Crown Subsidiaries or its or their Representatives to, directly or indirectly, (A) solicit, initiate or encourage, or take any other action designed to, or which is reasonably expected to, facilitate, any Crown Takeover Proposal (as defined below), (B) enter into any agreement with respect to any Crown Takeover Proposal or (C) enter into, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or otherwise cooperate with, any proposal that constitutes, or is reasonably expected to lead to, any Crown Takeover Proposal. Crown shall, and shall cause the Crown Subsidiaries and its Representatives to, immediately cease and cause to be terminated all existing discussions or negotiations with any person conducted heretofore with respect to any proposal that constitutes, or is reasonably expected to lead to, any Crown Takeover Proposal and request the prompt return or destruction of all confidential information previously furnished. Notwithstanding the foregoing, at any time prior to obtaining the Crown Stockholder Approval, in response to a bona fide written Crown Takeover Proposal that the Crown Board determines in good faith (after consultation with outside counsel and a financial advisor of nationally recognized reputation) constitutes, or is reasonably expected to lead to, a Crown Superior Proposal (as defined below), and which Crown Takeover Proposal was not solicited after the date hereof, was made after the date hereof and did not otherwise result from a breach of this Section 5.6(b)(i), Crown may, if a majority of the Crown Board determines in good faith (after receiving the advice of outside counsel) that it is necessary to take such actions in order to comply with its fiduciary duties to the stockholders of Crown under applicable Law, and subject to compliance with this Section 5.6(b)(i) and Section 5.6(b)(iii) and after giving Global written notice of such determination, (x) furnish information with respect to Crown and the Crown Subsidiaries to the person making such Crown Takeover Proposal (and its Representatives) pursuant to a customary confidentiality agreement (which agreement shall contain a customary "standstill" or similar covenant) not less restrictive of such person than the Confidentiality Agreement (including with respect to the "standstill" or similar covenant); *provided* that (1) all such information has previously been provided to Global or is provided to Global prior to the time it is provided to such person and (2) such customary confidentiality agreement expressly provides the right for Crown to comply with the terms of this Agreement, including Section 5.6(b)(ii), and (y) participate in discussions or negotiations with the person making such

Crown Takeover Proposal (and its Representatives) regarding such Crown Takeover Proposal. Without limiting the foregoing, it is agreed that any violation of the restrictions set forth in this Section 5.6(b)(i) by any Representative or affiliate of Crown or any Crown Subsidiary shall be deemed to be a breach of this Section 5.6(b)(i) by Crown.

The term "**Crown Takeover Proposal**" means any inquiry, proposal or offer from any person relating to, or that is reasonably expected to lead to, any direct or indirect acquisition or purchase, in one transaction or a series of transactions, of assets or businesses that constitute 15% or more of the revenues, net income, EBITDA (earnings before interest expense, taxes, depreciation and amortization) or the assets of Crown and the Crown Subsidiaries, taken as a whole, or 15% or more of any class of equity securities of Crown or any Crown Subsidiary, any tender offer or exchange offer that if consummated would result in any person beneficially owning 15% or more of any class of equity securities of Crown or any Crown Subsidiary, or any merger, consolidation, business combination, recapitalization, liquidation, dissolution, joint venture, binding share exchange or similar transaction involving Crown or any Crown Subsidiary pursuant to which any person or the stockholders of any person would own 15% or more of any class of equity securities of Crown or any Crown Subsidiary or of any resulting parent company of Crown, other than the transactions contemplated by this Agreement; *provided*, *however*, that any inquiry, proposal or offer relating solely to the acquisition of any such (i) equity securities of any Crown Subsidiaries, (ii) assets or (iii) businesses, in each case, that are primarily involved with an activity relating to 5 MHz of spectrum rights in the 1670-1675 MHz band is excluded from this definition of "Crown Takeover Proposal".

The term "**Crown Superior Proposal**" means a bona fide Crown Takeover Proposal (provided that for purposes of this definition references to 15% in the definition of "Crown Takeover Proposal" shall be deemed to be references to 50%) which the Crown Board determines in good faith (after consultation with outside counsel and a financial advisor of nationally recognized reputation) to be (i) more favorable to the stockholders of Crown from a financial point of view than the Merger, taking into account all relevant factors (including all the terms and conditions of such proposal and this Agreement (including any changes to the terms of this Agreement proposed by Global in response to such offer or otherwise)) and (ii) reasonably capable of being completed, taking into account all financial, legal, regulatory and other aspects of such proposal.

(ii) Neither the Crown Board nor any committee thereof shall, (A) (1) withdraw (or qualify or modify in a manner adverse to Global), or publicly propose to withdraw (or qualify or modify in a manner adverse to Global), the adoption, approval, recommendation or declaration of advisability by such board of directors or any such committee thereof of this Agreement, the Merger or the other transactions contemplated by this Agreement (including the Share Issuance) or (2) recommend, adopt, approve or declare advisable, or propose publicly to recommend, adopt, approve or declare advisable, any Crown Takeover Proposal (any action described in this clause (A) being referred to as a "**Crown Adverse**

Recommendation Change") or (B) adopt, approve, recommend or declare advisable, or propose to adopt, approve, recommend or declare advisable, or allow Crown or any of the Crown Subsidiaries to execute or enter into, any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, option agreement, joint venture agreement, partnership agreement or other similar agreement constituting or related to, or that is intended to or is reasonably expected to lead to, any Crown Takeover Proposal (other than a confidentiality agreement referred to in Section 5.6(b)(i) pursuant to and in accordance with the limitations set forth therein). Notwithstanding the foregoing, at any time prior to obtaining the Crown Stockholder Approval, the Crown Board may make a Crown Adverse Recommendation Change described in clause (A) above if a majority of the Crown Board determines in good faith (after receiving the advice of outside counsel) that it is necessary to take such actions in order to comply with its fiduciary duties to the stockholders of Crown under applicable Law; *provided*, *however*, that no such Crown Adverse Recommendation Change may be made until after the fifth calendar day following Global's receipt of written notice (a "**Crown Notice of Adverse Recommendation**") from Crown advising Global that the Crown Board intends to take such action and specifying the reasons therefor, including the terms and conditions of any Crown Superior Proposal that is the basis of the proposed action by the Crown Board (it being understood and agreed that (x) any amendment to any material term of such Crown Superior Proposal or (y) with respect to any previous Crown Adverse Recommendation Change, any material change in the principal stated rationale by the Crown Board for such previous Crown Adverse Recommendation Change, shall, in the case of either (x) or (y), require a new Crown Notice of Adverse Recommendation and a new five (5) calendar-day period). In determining whether to make a Crown Adverse Recommendation Change, the Crown Board shall take into account any changes to the terms of this Agreement proposed by Global in response to a Crown Notice of Adverse Recommendation or otherwise.

(iii) In addition to the obligations of Crown set forth in Sections 5.6(b)(i) and (b)(ii), (A) Crown shall promptly advise Global orally and in writing (and in any case within 24 hours) of any Crown Takeover Proposal or any inquiry that is reasonably expected to lead to any Crown Takeover Proposal, the material terms and conditions of any such Crown Takeover Proposal or inquiry (including any changes thereto) and the identity of the person making any such Crown Takeover Proposal or inquiry and (B) Crown shall (1) keep Global fully and promptly informed of the status and material details (including any change to any material term thereof) of any such Crown Takeover Proposal or inquiry and (2) provide to Global promptly after receipt or delivery thereof with copies of all correspondence and other written material sent or provided to Crown or any of the Crown Subsidiaries from any person that describes any of the terms or conditions of any Crown Takeover Proposal.

(iv) Nothing contained in this Section 5.6(b) shall prohibit Crown from taking and disclosing to its stockholders a position contemplated by Rule 14(e)-

2(a) or Rule 14(d)-9 promulgated under the Exchange Act or from making any disclosure to Crown's stockholders if, in the good faith judgment of the Crown Board, after consultation with outside counsel, failure to so disclose would be inconsistent with applicable Law; *provided*, *however*, that all actions taken or agreed to be taken by Crown or the Crown Board or any committee thereof shall comply with the provisions of Section 5.6(b)(ii).

Section 5.7 Stockholder Litigation. Global shall give Crown and Crown's outside counsel the opportunity to participate in the defense or settlement of any stockholder Litigation against Global and its directors relating to the Merger or the other transactions contemplated by this Agreement; *provided*, *however*, that no such settlement shall be agreed to without Crown's prior written consent, which consent shall not be unreasonably withheld or delayed. Crown shall consult in good faith with Global and keep Global reasonably informed with respect to any stockholder Litigation against Crown and its directors relating to the Merger or the other transactions contemplated by this Agreement. Crown shall not agree, prior to the Effective Time, to any settlement of such Litigation against it and its directors if such settlement agreement (i) does not resolve any equivalent claims against Global and its directors, (ii) contains any admission of liability by Global or Global's directors or officers or (iii) results in any non-monetary relief being granted against Global with effect prior to the Effective Time.

Section 5.8 Indemnification.

(a) It is understood and agreed that all rights to indemnification by Global now existing in favor of each present and former director and officer of Global (the "**Indemnified Parties**") for acts or omissions by such directors and officers occurring at or prior to the Effective Time as provided in the Global Certificate of Incorporation or the Global Bylaws, in each case as in effect on the date of this Agreement, or pursuant to any other agreements in effect on the date hereof, copies of which have been provided to Crown, shall survive the Merger, and shall continue in full force and effect in accordance with the terms of the Global Certificate of Incorporation, the Global Bylaws and such other agreements from the Effective Time until the expiration of the applicable statute of limitations with respect to any claims against such directors or officers arising out of such acts or omissions. Crown shall perform, or cause the Surviving Company to perform, in a timely manner, the Surviving Company's obligations with respect thereto. Crown agrees that any claims for indemnification hereunder as to which it has received written notice prior to the expiration of the statute of limitations applicable thereto shall survive, whether or not such claims shall have been finally adjudicated or settled as of such date.

(b) Crown shall cause the Surviving Company to, and the Surviving Company shall, maintain in effect for six years from the Effective Time, if available, the directors' and officers' liability insurance ("**D&O Insurance**") containing the coverages, terms, conditions and limitations contained in the policies currently maintained by Global (provided that the Surviving Company may substitute therefor policies of at least the same coverage containing terms and conditions which are not materially less favorable) with respect to acts or omissions occurring prior to the Effective Time; *provided*, *however*, that in no event shall the Surviving Company be required to expend pursuant to this Section 5.8(b) more than an amount per year equal to two hundred percent (200%) of current annual premiums paid by Global for the D&O Insurance. In the event that, but for the proviso to the immediately preceding sentence, the Surviving Company

would be required to expend more than two hundred percent (200%) of current annual premiums, the Surviving Company shall obtain the maximum amount of such insurance obtainable by payment of annual premiums equal to two hundred percent (200%) of current annual premiums.

(c) The provisions of this Section 5.8 will survive the Effective Time and are intended to be for the benefit of, and will be enforceable by, each Indemnified Party and his or her heirs and representatives. Crown will pay or cause to be paid (as incurred) all out-of-pocket expenses, including reasonable fees and expenses of counsel, that an Indemnified Party may incur in enforcing the indemnity and other obligations provided for in this Section 5.8 (subject to reimbursement of Crown if the Indemnified Party is subsequently determined not be entitled to indemnification under Section 5.8(a)).

(d) If Crown or any of its successors or assigns (i) consolidates with or merges into any other person and is not the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers or conveys all or substantially all of its properties and assets to any person, then, and in each such case, to the extent necessary, proper provisions will be made so that the successors and assigns of Crown, as the case may be, will assume the obligations set forth in this Section 5.8.

Section 5.9 Public Announcements. Global and Crown shall consult with each other before issuing, and provide each other the opportunity to review and comment upon any press release or otherwise making any public statements with respect to this Agreement or the Merger and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by Law or any listing agreement with a national securities exchange or trading system to which Global or Crown is a party. The parties agree that the initial press release(s) to be issued with respect to the transactions contemplated by this Agreement shall be in the form agreed to by the parties.

Section 5.10 Registration Statement; Joint Proxy Statement.

(a) As promptly as practicable after the execution of this Agreement, (i) Crown and Global shall jointly prepare and file with the SEC the joint proxy statement to be sent to the stockholders of Global and to the stockholders of Crown relating to the meeting of Global's stockholders (the "**Global Stockholders' Meeting**") and to the meeting of Crown's stockholders (the "**Crown Stockholders' Meeting**") to be held to consider, in the case of Global's stockholders, the approval and adoption of this Agreement, and in the case of Crown's stockholders, the approval of the Share Issuance (such joint proxy statement, as amended or supplemented, being referred to herein as the "**Joint Proxy Statement**") and (ii) Crown shall prepare and file with the SEC a registration statement on Form S-4 (together with all amendments thereto, the "**Registration Statement**") in which the Joint Proxy Statement shall be included as a prospectus, in connection with the registration under the Securities Act of the shares of Crown Common Stock to be issued to the stockholders of Global pursuant to the Merger. Crown and Global shall use their reasonable best efforts to cause the Registration Statement to become effective as promptly as practicable, and, prior to the Effective Time of the Registration Statement, Crown shall take all or any action (other than qualifying to do business in any jurisdiction in which it is not now so qualified) required under any applicable federal or state securities laws in connection with such actions and the preparation of the Registration

Statement and Joint Proxy Statement. As promptly as practicable after the Registration Statement shall have become effective, Global shall mail the Joint Proxy Statement to its stockholders and Crown shall mail the Joint Proxy Statement to its stockholders.

(b) No amendment to the Joint Proxy Statement or the Registration Statement will be made by Crown or Global without the approval of the other party (such approval not to be unreasonably withheld or delayed). Crown and Global each will advise the other, promptly after they receive notice thereof, of the time when the Registration Statement has become effective or any supplement or amendment has been filed, of the issuance of any stop order, of the suspension of the qualification of the Crown Common Stock issuable in connection with the Merger for offering or sale in any jurisdiction, or of any request by the SEC for amendment of the Joint Proxy Statement or the Registration Statement or comments thereon and responses thereto or requests by the SEC for additional information.

(c) If, prior to the Effective Time, any event occurs with respect to Global or any Global Subsidiary, or any change occurs with respect to other information supplied by Global for inclusion in the Joint Proxy Statement or the Registration Statement, which is required to be described in an amendment of, or a supplement to, the Joint Proxy Statement or the Registration Statement, Global shall promptly notify Crown of such event, and Global and Crown shall cooperate in the prompt filing with the SEC of any necessary amendment or supplement to the Joint Proxy Statement and Registration Statement and, as required by Law, in disseminating the information contained in such amendment or supplement to Global's stockholders and to Crown's stockholders.

(d) If, prior to the Effective Time, any event occurs with respect to Crown or any Crown Subsidiary, or any change occurs with respect to other information supplied by Crown for inclusion in the Joint Proxy Statement or the Registration Statement, which is required to be described in an amendment of, or a supplement to, the Joint Proxy Statement or the Registration Statement, Crown shall promptly notify Global of such event, and Crown and Global shall cooperate in the prompt filing with the SEC of any necessary amendment or supplement to the Joint Proxy Statement and the Registration Statement and, as required by Law, in disseminating the information contained in such amendment or supplement to Global's stockholders and to Crown's stockholders.

Section 5.11 Stockholders' Meetings.

(a) Global shall cause the Global Stockholders' Meeting to be duly called and held as soon as practicable for the purpose of obtaining the Global Stockholder Approval, and Global shall use its reasonable best efforts to hold the Global Stockholders' Meeting as soon as practicable after the date on which the Registration Statement becomes effective and on the same date as the Crown Stockholders' Meeting. Global shall take all action necessary in accordance with applicable Law, the Global Certificate of Incorporation and the Global Bylaws to duly call, give notice of and convene the Global Stockholders' Meeting. Except in the event of a Global Adverse Recommendation Change, Global shall (i) through the Global Board, recommend to its stockholders that they give the Global Stockholder Approval and include such recommendation in the Joint Proxy Statement, (ii) use its reasonable best efforts to solicit from holders of shares of Global Common Stock entitled to vote at the Global Stockholders' Meeting proxies in favor

of obtaining the Global Stockholder Approval and (iii) take all other action necessary or, in the reasonable judgment of Crown, helpful to secure the vote or consent of such holders required by the DGCL, the rules and regulations of the NYSE or this Agreement to effect the Merger. Notwithstanding any Global Adverse Recommendation Change, this Agreement shall be submitted to the stockholders of Global at the Global Stockholders' Meeting for the purpose of obtaining the Global Stockholder Approval and nothing contained herein shall be deemed to relieve Global of such obligation; *provided*, *however*, that the foregoing shall not be deemed to limit Global's right to terminate this Agreement pursuant to and in accordance with Section 7.1(h).

(b) Crown shall cause the Crown Stockholders' Meeting to be duly called and held as soon as practicable for the purpose of obtaining the Crown Stockholder Approval and Crown shall use its reasonable best efforts to hold the Crown Stockholders' Meeting as soon as practicable after the date on which the Registration Statement becomes effective and on the same date as the Global Stockholders' Meeting. Crown shall take all action necessary in accordance with applicable Law, the Crown Certificate of Incorporation and the Crown Bylaws to duly call, give notice of and convene the Crown Stockholders' Meeting. Except in the event of a Crown Adverse Recommendation Change, Crown shall (i) through the Crown Board, recommend to its stockholders that they give the Crown Stockholder Approval and include such recommendation in the Joint Proxy Statement, (ii) use its reasonable best efforts to solicit from holders of shares of Crown Common Stock entitled to vote at the Crown Stockholders' Meeting proxies in favor of obtaining the Crown Stockholder Approval and (iii) take all other action necessary or, in the reasonable judgment of Global, helpful to secure the vote or consent of such holders required by the DGCL, the rules and regulations of the NYSE or this Agreement to effect the Merger. Notwithstanding any Crown Adverse Recommendation Change, this Agreement shall be submitted to the stockholders of Crown at the Crown Stockholders' Meeting for the purpose of obtaining the Crown Stockholder Approval and nothing contained herein shall be deemed to relieve Crown of such obligation; *provided*, *however*, that the foregoing shall not be deemed to limit Crown's right to terminate this Agreement pursuant to and in accordance with Section 7.1(e).

Section 5.12 NYSE Listing and De-Listing. Prior to the Effective Time, Crown shall authorize for listing on the NYSE the shares of Crown Common Stock issuable in connection with the Merger, subject to official notice of issuance, as promptly as practicable after the date hereof, and in any event prior to the Closing Date. The Surviving Company shall use its reasonable best efforts to cause the Global Common Stock to be de-listed from the NYSE and de-registered under the Exchange Act as soon as practicable following the Effective Time.

Section 5.13 Composition of Board of Directors of Crown. At or prior to the Effective Time, Crown shall expand the size of the Crown Board from ten directors to thirteen directors. Crown shall appoint each of (i) Robert Niehaus and David Abrams to the Crown Board effective as of the Effective Time and (ii) Wesley Edens to the Crown Board effective as of one day following the Effective Time. If any of Wesley Edens, Robert Niehaus and David Abrams are unwilling or unable to serve as a director of Crown commencing as of the Effective Time, then Global shall designate another individual or individuals, as the case may be, who must be reasonably acceptable to Crown, to serve on the Crown Board as of the Effective Time. Notwithstanding the foregoing provisions of this Section 5.13, no individual shall be appointed

to the Crown Board to the extent that such individual is ineligible to serve as a member of the Crown Board pursuant to the Crown Certificate of Incorporation, Crown Bylaws, Crown's corporate governance guidelines, applicable listing standards of the NYSE or any other applicable Law, rule or regulation.

Section 5.14 Tax Treatment of Merger. Each of Crown and Global shall use reasonable best efforts to (a) cause the Merger to qualify as a "reorganization" under Section 368(a) of the Code and (b) obtain the opinions of counsel referred to in Section 6.2(d) and Section 6.3(d). Following the Effective Time, neither Crown nor any of its Subsidiaries, nor any of its affiliates, shall knowingly take any action or cause any action to be taken which would cause the Merger to fail to so qualify as a reorganization under Section 368(a) of the Code.

Section 5.15 Accountant Letters.

(a) Global shall use reasonable best efforts to cause Ernst & Young LLP to deliver a letter relating to Global's fiscal years 2003, 2004 and 2005 dated not more than five days prior to the date on which the Registration Statement shall have become effective and addressed to Global and Crown in form and substance reasonably satisfactory to Crown and customary in scope and substance for agreed upon procedures letters delivered by independent public accountants in connection with registration statements and proxy statements similar to the Registration Statement and the Joint Proxy Statement; *provided* that the failure of such a letter to be delivered by Ernst & Young LLP shall not result in a failure of a condition to Closing (including Section 6.2(b) or (c) hereof).

(b) Crown shall use reasonable best efforts to cause KPMG LLP to deliver a letter relating to Crown's fiscal years 2003, 2004 and 2005 dated not more than five days prior to the date on which the Registration Statement shall have become effective and addressed to Crown and Global in form and substance reasonably satisfactory to Global and customary in scope and substance for agreed upon procedures letters delivered by independent public accountants in connection with registration statements and proxy statements similar to the Registration Statement and the Joint Proxy Statement; *provided* that the failure of such a letter to be delivered by KPMG LLP shall not result in a failure of a condition to Closing (including Section 6.3(b) or (c) hereof).

Section 5.16 Affiliates. As soon as practicable after the date hereof, Global shall deliver to Crown a letter identifying all persons who are, in the opinion of Global, at the time this Agreement is submitted for adoption by the stockholders of Global, "affiliates" of Global for purposes of Rule 145 under the Securities Act. Global shall use its reasonable best efforts to cause each such person to deliver to Crown on or prior to the date of mailing of the Joint Proxy Statement, a written agreement substantially in the form attached as Exhibit 5.16 hereto; *provided* that the failure of any such letter to be delivered shall not result in a failure of a condition to Closing (including Section 6.2(b) or (c) hereof).

Section 5.17 Standstill Agreements; Confidentiality Agreements. During the period from the date of this Agreement through the Effective Time, neither Crown nor Global shall terminate, amend, modify or waive any provision of any confidentiality or standstill agreement to which it or any of its respective Subsidiaries is a party. During such period, Crown

or Global, as the case may be, shall enforce, to the fullest extent permitted under applicable law, the provisions of any such agreement, including by obtaining injunctions to prevent any breaches of such agreements and to enforce specifically the terms and provisions thereof in any court of the United States of America or of any state having jurisdiction.

Section 5.18 Employees.

(a) For a period of one year following the Effective Time, Crown shall or shall cause the Surviving Company to either (i) provide the employees of Global and the Global Subsidiaries who are employed immediately prior to the Effective Time (the "**Covered Employees**") who remain employed during such period by Crown, the Surviving Company or any of their respective Subsidiaries with compensation and benefits (excluding equity based compensation) that are substantially comparable, in the aggregate, to the compensation and benefits provided by Global and the Global Subsidiaries as of the date hereof or (ii) provide or cause the Surviving Company (or, in such case, its successors or assigns) to provide Covered Employees who remain employed during such period by Crown, the Surviving Company or their respective Subsidiaries with compensation and benefits that are substantially comparable in the aggregate to those provided to similarly situated employees of Crown and the Crown Subsidiaries. Nothing in this Section 5.18 shall be construed as requiring, and Global shall take no action that would have the effect of requiring, Crown or the Surviving Company to continue any specific plans or to continue the employment of any specific person. Furthermore, nothing in this Section 5.18 shall be construed as prohibiting or limiting Crown or the Surviving Company from amending, modifying or terminating any plans, programs or arrangements of Crown, Global or the Surviving Company.

(b) For purposes of determining eligibility to participate in, and non-forfeitable rights under, but not for purposes of benefit accrual under, any employee benefit plan or arrangement of Crown or the Surviving Company or any of their respective Subsidiaries, Covered Employees shall receive service credit for service with Global (and with any predecessor or acquired entities or any other entities for which Global granted service credit) as if such service had been completed with Crown; *provided, however*, that such service need not be recognized to the extent that such recognition would result in any duplication of benefits for the same period of service.

(c) To the extent applicable, Crown shall or shall cause the Surviving Company and any of their respective Subsidiaries to waive, or use reasonable best efforts to cause its insurance carriers to waive, any pre-existing condition limitation on participation and coverage applicable to any Covered Employee or any of his or her covered dependents under any health or welfare plan of Crown or the Surviving Company or any of their respective Subsidiaries (a "**New Plan**") in which such Covered Employee or covered dependent shall become eligible to participate after the Effective Time to the extent such Covered Employee or covered dependent was no longer subject to such pre-existing condition limitation under the corresponding Global Benefit Plan in which such Covered Employee or such covered dependent was participating immediately before he or she became eligible to participate in the New Plan. Crown shall or shall cause the Surviving Company or the relevant Subsidiary of either to provide each Covered Employee with credit for any co-payments and deductibles paid prior to the Effective Time and during the calendar year in which the Effective Time occurs under any

Global Benefit Plan in satisfying any applicable co-payment and deductible requirements for such calendar year under any New Plan in which such Covered Employee participates after the Effective Time.

(d) Crown shall recognize, or shall cause the Surviving Company and any of their respective Subsidiaries to recognize, any unused paid time off and sick leave hours available to each Covered Employee as of the Effective Time under Global's paid time off policy applicable to such Covered Employee and, notwithstanding Section 5.18(b) hereof, to recognize service by each Covered Employee with Global for purposes of determining eligibility for vacation and sick leave following the Effective Time under the applicable vacation and sick leave policies of Crown or the Surviving Company or any of their respective Subsidiaries.

(e) Without limiting the scope of Section 8.1, nothing in this Section 5.18 shall confer any rights or remedies of any kind or description upon any Covered Employee or any other person other than Global and Crown and their respective successors and assigns.

Section 5.19 Rights Agreement. Except as expressly required by this Agreement, Crown shall not, without the prior consent of Global (such consent not to be unreasonably withheld or delayed), amend the Rights Agreement or take any other action with respect to the Rights Agreement, including a redemption of the Rights or any action to facilitate a Crown Takeover Proposal.

Section 5.20 Investor Agreement. Global shall terminate the Amended and Restated Investor Agreement, dated as of March 31, 2004, by and among Global and the Investors (as defined therein) at or prior to the Effective Time.

ARTICLE VI

CONDITIONS

Section 6.1 Conditions to the Obligation of Each Party. The respective obligations of Global, Crown and Merger Sub to effect the Merger are subject to the satisfaction of the following conditions, unless waived in writing by all parties:

(a) The Global Stockholder Approval shall have been obtained;

(b) The Crown Stockholder Approval shall have been obtained;

(c) No applicable Law and no temporary restraining order, preliminary or permanent injunction or other judgment, order or decree entered, enacted, promulgated, enforced or issued by any court or other Governmental Entity of competent jurisdiction in the United States or any material foreign jurisdiction (collectively, "**Judgments**") shall be and remain in effect which has the effect of prohibiting the consummation of the Merger or the other transactions contemplated by this Agreement; *provided*, *however*, that, subject to Section 5.5, the party asserting such condition shall have used its reasonable best efforts to prevent the entry of any such Judgment and to appeal as promptly as practicable any such Judgment that may be entered;

(d) The SEC shall have declared the Registration Statement effective and no stop order suspending the effectiveness of the Registration Statement or any part thereof shall have been issued by the SEC and no proceeding for that purpose shall have been initiated or threatened in writing by the SEC;

(e) The shares of Crown Common Stock to be issued pursuant to the Merger shall have been approved for listing on the NYSE, subject to official notice of issuance;

(f) Any waiting period (and any extension thereof) applicable to the consummation of the Merger under the HSR Act and any other applicable foreign antitrust, competition or similar Law shall have expired or earlier been terminated. Any consents, approvals and filings under any foreign antitrust, competition or similar Law, the absence of which would prohibit the consummation of Merger or is reasonably expected to have a Material Adverse Effect on Crown, shall have been obtained or made;

(g) The parties shall have obtained the necessary FCC approval of applications to transfer to the Surviving Company control over FCC licenses currently held or controlled by Global; and

(h) There shall not be pending or threatened any suit, action or proceeding by any Governmental Entity (i) seeking to prohibit or limit the ownership or operation by Global, Crown or any of their respective Subsidiaries of any material portion of the business or assets of Global, Crown or any of their respective Subsidiaries, or to compel Global, Crown or any of their respective Subsidiaries to dispose of or hold separate any material portion of the business or assets of Global, Crown or any of their respective Subsidiaries, as a result of the Merger or any other transaction contemplated by this Agreement, (ii) seeking to impose limitations on the ability of Crown to acquire or hold, or exercise full rights of ownership of, any shares of Global Common Stock, including the right to vote Global Common Stock purchased by it on all matters properly presented to the stockholders of Global, (iii) seeking to prohibit Crown or any of its Subsidiaries from effectively controlling in any material respect the business or operations of Global and the Global Subsidiaries or (iv) which otherwise is reasonably likely to have a Material Adverse Effect on Global or Crown.

Section 6.2 Conditions to Obligations of Crown and Merger Sub to Effect the Merger. The obligations of Crown and Merger Sub to effect the Merger are further subject to satisfaction or waiver by Global at or prior to the Closing of the following conditions:

(a) (i) The representations and warranties of Global contained in the first sentence of Section 3.1(a) and Sections 3.2(a) and (b), 3.3(a) and (b) and 3.4(a)(i) of this Agreement shall be true and correct in all material respects both as of the date of this Agreement and as of Closing as though made on the date of the Closing (except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date) and (ii) the representations and warranties of Global in this Agreement (other than the representations and warranties identified in clause (i)) shall be true and correct both as of the date of this Agreement and as of Closing as though made on the date of the Closing (except to the extent such representations and warranties expressly relate to an earlier date, in which case

such representations and warranties shall be true and correct on and as of such earlier date), except where the failure of the representations and warranties to be so true and correct (without giving effect to any limitation as to "materiality" or "Material Adverse Effect" set forth therein) does not have, and is not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on Global;

(b) Global shall have performed in all material respects all obligations required to be performed by it under this Agreement at or prior to the Closing Date;

(c) Global shall have delivered to Crown a certificate, signed by the chief executive officer and chief financial officer of Global, to the effect that each of the conditions specified in (a) and (b) above is satisfied in all respects;

(d) Crown shall have received from Cravath, Swaine & Moore LLP, counsel to Crown, on a date immediately prior to the mailing of the Joint Proxy Statement and on the date of Closing, opinions, in each case dated as of such respective dates and stating that the Merger will be treated for Federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code and that Global and Crown will each be a party to that reorganization within the meaning of Section 368(b) of the Code. In rendering such opinions, counsel for Crown shall be entitled to rely upon customary representations of officers of Crown, Merger Sub and Global; and

(e) Since the date of this Agreement there shall not have been any event, change, effect or development that, individually or in the aggregate, has had or is reasonably expected to have a Material Adverse Effect on Global.

Section 6.3 Conditions to Obligations of Global to Effect the Merger. The obligations of Global to effect the Merger are further subject to satisfaction or waiver by Crown at or prior to the Closing of the following conditions:

(a) (i) The representations and warranties of Crown and Merger Sub contained in the first sentence of Section 4.1(a) and Sections 4.2(a), (b) and (c), 4.3(a), (b), (c) and (d) and 4.4(a)(i) and (ii) of this Agreement shall be true and correct in all material respects both as of the date of this Agreement and as of Closing as though made on the date of the Closing (except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date) and (ii) the representations and warranties of Crown and Merger Sub in this Agreement (other than the representations and warranties identified in clause (i)) shall be true and correct both as of the date of this Agreement and as of Closing as though made on the date of the Closing (except to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct on and as of such earlier date), except where the failure of the representations and warranties to be so true and correct (without giving effect to any limitation as to "materiality" or "Material Adverse Effect" set forth therein) does not have, and is not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on Crown;

(b) Crown and Merger Sub shall have performed in all material respects all obligations required to be performed by them under this Agreement at or prior to the Closing Date;

(c) Each of Crown and Merger Sub shall have delivered to Global a certificate, signed by the chief executive officer and chief financial officer of Crown, to the effect that each of the conditions specified in (a) and (b) above is satisfied in all respects;

(d) Global shall have received from Skadden, Arps, Slate, Meagher & Flom LLP, counsel to Global, on a date immediately prior to the mailing of the Joint Proxy Statement and on the date of Closing, opinions, in each case dated as of such respective dates and stating that the Merger will be treated for Federal income tax purposes as a reorganization within the meaning of Section 368(a) of the Code and that Global and Crown will each be a party to that reorganization within the meaning of Section 368(b) of the Code. In rendering such opinions, counsel for Global shall be entitled to rely upon customary representations of officers of Crown, Merger Sub and Global; and

(e) Since the date of this Agreement there shall not have been any event, change, effect or development that, individually or in the aggregate, has had or is reasonably expected to have a Material Adverse Effect on Crown.

ARTICLE VII

TERMINATION, AMENDMENT AND WAIVER

Section 7.1 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, whether before or, subject to the terms hereof, after receipt of the Global Stockholder Approval or the Crown Stockholder Approval, as applicable:

(a) by mutual written consent of Global, Crown and Merger Sub;

(b) by either Global or Crown:

(i) if the Merger shall not have been consummated by the nine (9) month anniversary of the execution date of this Agreement (the "**Outside Date**"); *provided*, *however*, that the right to terminate this Agreement pursuant to this Section 7.1(b)(i) shall not be available to any party whose willful breach of a representation or warranty or willful failure to fulfill any covenant or agreement contained in this Agreement has been a principal cause of, or resulted in, the failure of the Merger to be consummated on or by such date;

(ii) if the Crown Stockholder Approval shall not have been obtained at the Crown Stockholders' Meeting duly convened therefor or at any adjournment or postponement thereof at which a proper vote on such matters was taken;

(iii) if the Global Stockholder Approval shall not have been obtained at the Global Stockholders' Meeting duly convened therefor or at any adjournment or postponement thereof at which a proper vote on such matters was taken;

(iv) if any Judgment having any of the effects set forth in Section 6.1(c) shall be in effect and shall have become final and nonappealable; or

(v) if any condition to the obligation of such party to consummate the Merger set forth in Section 6.2 (in the case of Crown) or 6.3 (in the case of Global) becomes incapable of satisfaction prior to the Outside Date; *provided, however*, that the failure of such condition is not the result of a willful breach of this Agreement by the party seeking to terminate this Agreement.

(c) by Crown, if Global shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (i) would give rise to the failure of a condition set forth in Section 6.2(a) or Section 6.2(b) and (ii) is incapable of being cured, or is not cured, by Global within 30 calendar days following receipt of written notice of such breach or failure to perform from Crown;

(d) by Crown, at any time prior to obtaining the Global Stockholder Approval, within 10 days after a Global Adverse Recommendation Change;

(e) by Crown, at any time prior to obtaining the Crown Stockholder Approval, to accept and enter into a binding agreement with respect to a Crown Superior Proposal; *provided* that for the termination of this Agreement pursuant to this subsection (e) to be effected, Crown shall have complied in all material respects with the provisions of Section 5.6(b)(i), (ii) and (iii) and Crown shall have paid the Crown Termination Fee (as defined in Section 7.2(c)(i));

(f) by Global, if Crown or Merger Sub shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (i) would give rise to the failure of a condition set forth in Section 6.3(a) or Section 6.3(b) and (ii) is incapable of being cured, or is not cured, by Crown within 30 calendar days following receipt of written notice of such breach or failure to perform from Global;

(g) by Global, at any time prior to obtaining the Crown Stockholder Approval, within 10 days after a Crown Adverse Recommendation Change; or

(h) by Global, at any time prior to obtaining the Global Stockholder Approval, to accept and enter into a binding agreement with respect to a Global Superior Proposal; *provided* that for the termination of this Agreement pursuant to this subsection (h) to be effected, Global shall have complied in all material respects with the provisions of Section 5.6(a)(i), (ii) and (iii) and Global shall have paid the Global Termination Fee (as defined in Section 7.2(d)(i)).

Section 7.2 Effect of Termination.

(a) In the event of the termination of this Agreement by either Crown or Global pursuant to Section 7.1 hereof, this Agreement shall forthwith be terminated and have no further effect, the obligations of the parties hereunder shall terminate, and there shall be no liability on the part of any party hereto with respect thereto, except that (i) the provisions of Section 3.19, Section 4.15, the last sentence of Sections 5.3(a) and 5.3(b), this Section 7.2, Section 7.3 and ARTICLE VIII shall survive the termination of this Agreement and (ii) nothing herein shall relieve any party from liability or damages for any willful breach hereof.

(b) Except as provided in this Section 7.2, all fees and expenses incurred in connection with the Merger, this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such fees or expenses, whether or not the Merger is consummated, except that each of Global and Crown shall bear and pay one-half of the costs and expenses incurred in connection with the filing, printing and mailing of the Registration Statement and the Joint Proxy Statement (including SEC filing fees). The Surviving Company shall file any return with respect to, and shall pay, any state or local taxes imposed on Global (including any penalties or interest with respect thereto), if any, which are attributable to the transfer of the beneficial ownership of Global's real property (collectively, the "**Real Estate Transfer Taxes**") as a result of the Merger.

(c) (i) In the event that: (x) (A) after the date of this Agreement, a Crown Takeover Proposal shall have been made to Crown and such Crown Takeover Proposal becomes publicly known prior to the Crown Stockholders' Meeting or shall have been made directly to the stockholders of Crown generally prior to the Crown Stockholders' Meeting and, in either case, such Crown Takeover Proposal shall not have been withdrawn at the time of the Crown Stockholders' Meeting, (B) this Agreement is terminated by Crown or Global pursuant to Section 7.1(b)(ii) and (C) within 12 months after such termination, Crown enters into a definitive agreement to consummate a Crown Takeover Proposal or consummates a Crown Takeover Proposal (solely for purposes of this Section 7.2(c)(i)(x)(C), the term "Crown Takeover Proposal" shall have the meaning set forth in the definition of Crown Takeover Proposal contained in Section 5.6(b) except that all references to "15%" shall be deemed references to "35%")**;** or (y) this Agreement is terminated by Global pursuant to Section 7.1(g); or (z) this Agreement is terminated by Crown pursuant to Section 7.1(e), then, subject to Section 7.3, Crown shall pay Global a fee equal to $139,000,000 (the "**Crown Termination Fee**") by wire transfer of same-day funds promptly after receipt of notice from Global that the Escrow Agreement (as defined in Section 7.3(a)) has been executed by the parties thereto pursuant to Section 7.03(a) (which execution shall occur as soon as practicable following the termination of this Agreement, except that in the case of termination pursuant to clause (x) above, such execution shall occur as soon as practicable following the date of execution of such definitive agreement or, if earlier, consummation of such transactions).

(ii) In the event that this Agreement is terminated by Global pursuant to either (x) Section 7.1(f) or (y) Section 7.1(b)(ii) (and no amount is payable by Crown pursuant to Section 7.2(c)(i)), then, subject to Section 7.3, Crown shall pay Global a fee equal to Global's out-of-pocket fees and expenses incurred in

connection with the Merger, this Agreement and the transactions contemplated hereby (the "**Global Expenses**"), but not in excess of $10,000,000, by wire transfer of same-day funds promptly after receipt of notice from Global that the Escrow Agreement has been executed by the parties thereto pursuant to Section 7.3(a) (which execution shall occur as soon as practicable following the termination of this Agreement as referred to in this sentence); *provided* that the foregoing shall not limit or be deemed to limit any liability of Crown or damages or other remedy to which Global may be entitled as a result of any willful breach of this Agreement by Crown. Crown will not be obligated to make a payment pursuant to this Section 7.2(c)(ii) if Crown has paid or is required to pay the Crown Termination Fee set forth in Section 7.2(c)(i), and any fees paid by Crown under this Section 7.2(c)(ii) will be credited against any such Crown Termination Fee to the extent that such fee subsequently becomes payable by Crown.

(iii) Crown acknowledges that the agreements contained in this Section 7.2(c) are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, Global would not enter into this Agreement; accordingly, if Crown fails promptly to pay the amount(s) due pursuant to this Section 7.2(c), and, to obtain such payment, Global commences a suit which results in a judgment against Crown for the amount(s) due pursuant to this Section 7.2(c), Crown shall pay to Global its out-of-pocket costs and expenses (including attorneys' fees and expenses) in connection with such suit, together with interest on such amount(s) at the prime rate of Citibank, N.A. in effect on the date such payment was required to be made.

(d) (i) In the event that: (x) (A) after the date of this Agreement, a Global Takeover Proposal shall have been made to Global and such Global Takeover Proposal becomes publicly known prior to the Global Stockholders' Meeting or shall have been made directly to the stockholders of Global generally prior to the Global Stockholders' Meeting and, in either case, such Global Takeover Proposal shall not have been withdrawn at the time of the Global Stockholders' Meeting, (B) this Agreement is terminated by Crown or Global pursuant to Section 7.1(b)(iii) and (C) within 12 months after such termination, Global enters into a definitive agreement to consummate a Global Takeover Proposal or consummates a Global Takeover Proposal (solely for purposes of this Section 7.2(d)(i)(x)(C), the term "Global Takeover Proposal" shall have the meaning set forth in the definition of Global Takeover Proposal contained in Section 5.6(a) except that all references to "15%" shall be deemed references to "35%")**;** or (y) this Agreement is terminated by Crown pursuant to Section 7.1(d); or (z) this Agreement is terminated by Global pursuant to Section 7.1(h), then Global shall pay Crown a fee equal to $139,000,000 (the "**Global Termination Fee**") by wire transfer of same-day funds on the date of termination of this Agreement (except that in the case of termination pursuant to clause (x) above, such payment shall be made on the date of execution of such definitive agreement or, if earlier, consummation of such transactions).

(ii) In the event that this Agreement is terminated by Crown pursuant to either (x) Section 7.1(c) or (y) Section 7.1(b)(iii) (and no amount is payable by Global pursuant to Section 7.2(d)(i)), then Global shall pay Crown a fee equal to

Crown's out-of-pocket fees and expenses incurred in connection with the Merger, this Agreement and the transactions contemplated hereby (the "**Crown Expenses**"), but not in excess of $10,000,000 by wire transfer of same-day funds three (3) business days after the date of such termination of this Agreement as referred to in this sentence; *provided* that the foregoing shall not limit or be deemed to limit any liability of Global or damages or other remedy to which Crown may be entitled as a result of any willful breach of this Agreement by Global. Global will not be obligated to make a payment pursuant to this Section 7.2(d)(ii) if Global has paid or is required to pay the Global Termination Fee set forth in Section 7.2(d)(i), and any fees paid by Global under this Section 7.2(d)(ii) will be credited against any such Global Termination Fee to the extent that such fee subsequently becomes payable by Global.

(iii) Global acknowledges that the agreements contained in this Section 7.2(d) are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, Crown would not enter into this Agreement; accordingly, if Global fails promptly to pay the amount(s) due pursuant to this Section 7.2(d), and, to obtain such payment, Crown commences a suit which results in a judgment against Global for the amount(s) due pursuant to this Section 7.2(d), Global shall pay to Crown its out-of-pocket costs and expenses (including attorneys' fees and expenses) in connection with such suit, together with interest on such amount(s) at the prime rate of Citibank, N.A. in effect on the date such payment was required to be made.

Section 7.3 Payments to Global.

(a) In the event that Crown is obligated to pay to Global the Crown Termination Fee or the Global Expenses pursuant to Section 7.2(c) (collectively, the "**Break-Up Amount**"), Crown shall deposit into escrow an amount in cash equal to the Break-Up Amount with an escrow agent reasonably selected by Global, after reasonable consultation with Crown, and pursuant to a written escrow agreement (the "**Escrow Agreement**") reflecting the terms set forth in this Section 7.3 and otherwise reasonably acceptable to each of Global and the escrow agent. The payment or deposit into escrow of the Break-Up Amount pursuant to this Section 7.3(a) shall be made by Crown promptly after receipt of notice from Global that the Escrow Agreement has been executed by the parties thereto.

(b) The Escrow Agreement shall provide that the Break-Up Amount in escrow or the applicable portion thereof shall be released to Global on an annual basis based upon the delivery by Global to the escrow agent of any one or a combination of the following: (i) a letter from Global's independent certified public accountants indicating the maximum amount that can be paid by the escrow agent to Global without causing Global to fail to meet the requirements of Sections 856(c)(2) and (3) of the Code for the applicable taxable year of Global determined as if the payment of such amount did not constitute income described in Sections 856(c)(2)(A)-(H) or 856(c)(3)(A)-(I) of the Code (such income, "**Qualifying Income**"), in which case the escrow agent shall release to Global such maximum amount stated in the accountant's letter, or (ii) a letter from Global's counsel indicating that Global received a ruling from the IRS holding that the receipt by Global of the Break-Up Amount would either constitute Qualifying Income or

would be excluded from gross income within the meaning of Sections 856(c)(2) and (3) of the Code (or alternatively, Global's outside counsel or accountant has rendered a legal opinion or a tax opinion, respectively, to the effect that the receipt by Global of the Break-Up Amount would either constitute Qualifying Income or would be excluded from gross income within the meaning of Sections 856(c)(2) and (3) of the Code), in which case the escrow agent shall release to Global the remainder of the Break-Up Amount. Crown agrees to cooperate in good faith to amend this Section 7.3 at the reasonable request of Global in order to (x) maximize the portion of the Break-Up Amount that may be distributed to Global hereunder without causing Global to fail to meet the requirements of Sections 856(c)(2) and (3) of the Code, (y) improve Global's chances of securing a favorable ruling described in this Section 7.3(b) or (z) assist Global in obtaining a favorable legal opinion from its outside counsel or accountant as described in this Section 7.3(b). The Escrow Agreement shall also provide that Global shall bear all costs and expenses under the Escrow Agreement and that any portion of the Break-Up Amount held in escrow for ten (10) years shall be released by the escrow agent to Crown. Crown shall not be a party to the Escrow Agreement and shall not bear any liability, cost or expense resulting directly or indirectly from the Escrow Agreement (other than any Crown Taxes associated with the release of funds to Crown from the escrow). Global shall fully indemnify Crown and hold Crown harmless from and against any such liability, cost or expense.

Section 7.4 Amendments. Subject to compliance with applicable Law, this Agreement may be amended by the parties, by action taken or authorized by their respective boards of directors, at any time before or after approval of the matters presented in connection with the Merger by the stockholders of Crown and Global; *provided*, *however*, that after any approval of the transactions contemplated by this Agreement by the stockholders of Crown and Global, there may not be, without further approval of such stockholders, any amendment of this Agreement that changes the amount or the form of the consideration to be delivered under this Agreement to the holders of Global Common Stock, or which by applicable Law otherwise expressly requires the further approval of such stockholders. No amendment shall be made to this Agreement after the Effective Time. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties.

Section 7.5 Waiver. At any time prior to the Effective Time, whether before or after the Global Stockholders' Meeting and the Crown Stockholders' Meeting, any party hereto may (i) extend the time for the performance of any of the covenants, obligations or other acts of any other party hereto or (ii) subject to applicable Law, waive any inaccuracy of any representations or warranties or compliance with any of the agreements, covenants or conditions of any other party or with any conditions to its own obligations. Any agreement on the part of a party hereto to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party by its duly authorized officer. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights. The waiver of any such right with respect to particular facts and other circumstances shall not be deemed a waiver with respect to any other facts and circumstances and each such right shall be deemed an ongoing right that may be asserted at any time and from time to time.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1 No Third Party Beneficiaries. Other than (a) the provisions of Section 5.8 hereof, (b) after the Effective Time, (i) the rights of Global's stockholders to receive the Merger Consideration at the Effective Time (in accordance with the provisions of Section 2.1), (ii) the rights of the holders of Global Restricted Shares to receive Converted Restricted Shares at the Effective Time (in accordance with the provisions of Section 2.2(a)), (iii) the rights of the holders of Global Deferred Shares to receive Converted Deferred Shares at the Effective Time (in accordance with the provisions of Section 2.2(b)), (iv) the rights of the holders of Global Options to receive Converted Options (in accordance with the provisions of Section 2.3(a)) and (v) the rights of the holders of Global Warrants to receive Converted Warrants (in accordance with the provisions of Section 2.3(b)), and (c) the exclusive right of Global, on behalf of its stockholders, to pursue damages in the event of Crown's or Merger Sub's intentional breach of this Agreement or fraud, which exclusive right is hereby acknowledged and agreed by Crown and Merger Sub, nothing in this Agreement shall confer any rights or remedies upon any person other than the parties hereto.

Section 8.2 Entire Agreement. This Agreement, together with the Confidentiality Agreement, the Stockholders Agreement, the Support Agreements, the Global Disclosure Letter and the Crown Disclosure Letter, constitutes the entire Agreement among the parties with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations by or among the parties, written or oral, with respect to the subject matter hereof. No amendment, modification or alteration of the terms or provisions of this Agreement, the Confidentiality Agreement, the Stockholders Agreement, the Support Agreements, the Global Disclosure Letter or the Crown Disclosure Letter shall be binding unless the same shall be in writing and duly executed by the parties hereto.

Section 8.3 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors. No party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other parties. Any purported assignment without such approval shall be void.

Section 8.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 8.5 Headings. The descriptive headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 8.6 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws. The parties hereto hereby declare that it is their intention that this Agreement shall be regarded as made under the laws of the State of Delaware and that the laws

of said State shall be applied in interpreting its provisions in all cases where legal interpretation shall be required. Each of the parties hereto: (a) agrees that this Agreement involves at least $100,000.00; (b) agrees that this Agreement has been entered into by the parties hereto in express reliance upon 6 DEL. C. § 2708; (c) irrevocably and unconditionally submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware with respect to all actions and proceedings arising out of or relating to this Agreement and the transactions contemplated hereby; (d) agrees that all claims with respect to any such action or proceeding shall be heard and determined in such court and agrees not to commence any action or proceeding relating to this Agreement or the transactions contemplated hereby except in such court; (e) irrevocably and unconditionally waives any objection to the laying of venue of any action or proceeding arising out of this Agreement or the transactions contemplated hereby and irrevocably and unconditionally waives the defense of an inconvenient forum; and (f) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 8.7 Severability; Jurisdiction. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

Section 8.8 Specific Performance. Each of the parties acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other party shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter, in addition to any other remedy to which it may be entitled, at law or in equity.

Section 8.9 Mutual Interest. Notwithstanding the fact that any part of this Agreement has been drafted or prepared by or on behalf of one of the parties hereto, all parties confirm that they and their respective counsel have reviewed and negotiated this Agreement and that the parties hereto have adopted this Agreement as the joint agreement and understanding of the parties, and the language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and the parties hereto waive the application of any laws or rule or construction providing that ambiguities in any agreement or other document will be construed against the party drafting such agreement or other document and agree that no rule of construction providing that a provision is to be interpreted in favor of the person who

contracted the obligation and against the person who stipulated it will be applied against any party hereto.

Section 8.10 Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

Section 8.11 Non-Survival of Representations and Warranties and Agreements. None of the representations, warranties, covenants and agreements set forth in this Agreement or in any instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations, warranties, covenants and agreements, will survive the Effective Time, except for (i) Section 5.8, (ii) Section 5.18 (subject to the exclusion of third-party beneficiary rights contained therein), (iii) those other covenants and agreements contained in this Agreement that by their terms apply or are to be performed in whole or in part after the Effective Time and (iv) the provisions of this ARTICLE VIII.

Section 8.12 Certain Definitions.

(a) For purposes of this Agreement, the term "**Affiliate**" shall have the same meaning as set forth in Rule 12b-2 promulgated under the Exchange Act, and the term "**person**" shall mean any individual, corporation, partnership (general or limited), limited liability company, limited liability partnership, trust, joint venture, joint-stock company, syndicate, association, entity, unincorporated organization or government or any political subdivision, agency or instrumentality thereof.

(b) For purposes of this Agreement, the phrase "**Material Adverse Effect**", when used in connection with Crown or Global (including the Surviving Company as the successor to Global), means any change, effect, event, occurrence, state of facts or development which individually or in the aggregate (i) is reasonably expected to result in any change or effect that is materially adverse to the business, financial condition, properties, assets, liabilities (contingent or otherwise) or results of operations of such person and its Subsidiaries, taken as a whole, or (ii) is reasonably expected to prevent or materially impede, interfere with, hinder or delay the consummation by Crown or Global, as applicable, of the Merger or the other transactions contemplated by this Agreement; *provided* that none of the following shall be deemed, either alone or in combination, to constitute, and none of the following shall be taken into account in determining whether there has been or will be, a Material Adverse Effect: (A) any change relating to the United States or foreign economy or financial, credit or securities markets in general, to the extent not having a disproportionate impact on Crown or Global, as applicable, relative to their respective competitors, (B) any failure, in and of its itself, by Crown or Global, as applicable, to meet any internal or published projections, forecasts, or revenue or earnings predictions for any period ending on or after the date of this Agreement (it being understood that the facts or occurrences giving rise or contributing to such failure may be deemed to constitute, or be taken into account in determining whether there has been or will be, a Material Adverse Effect), (C) any adverse change, effect, event, occurrence, state of facts or development reasonably attributable to conditions affecting the industry in which Crown or

Global, as applicable, participates, to the extent not having a disproportionate impact on Crown or Global, as applicable, relative to their respective competitors, and (D) any outbreak or escalation of major hostilities in which the United States is involved or any act of terrorism within the United States or directed against its facilities or citizens wherever located, to the extent not having a disproportionate impact on Crown or Global, as applicable, relative to their respective competitors.

(c) For purposes of this Agreement, the phrases "**to the knowledge of Global**", "**known to Global**", and similar formulations shall mean the knowledge of the people set forth in Section 8.12(c) of the Global Disclosure Letter.

(d) For purposes of this Agreement, the phrases "**to the knowledge of Crown**", "**known to Crown**", and similar formulations shall mean the knowledge of the people set forth in Section 8.12(d) of the Crown Disclosure Letter.

Section 8.13 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person or overnight courier to the respective parties at the following addresses, delivery by telecopy or facsimile transmission to the respective parties at the following numbers, or delivery by electronic mail transmission to the respective parties at the following e-mail addresses, or at such other address, number or email address for a party as shall be specified in a notice given in accordance with this Section 8.13:

If to Crown or MergerSub:	E. Blake Hawk, Esq. CrownCastle International Corp. 510 Bering Drive, Suite 600 Houston, Texas 77057
with a copy to: (which shall not be deemed notice)	John P. Kelly Crown Castle USA 2000 Corporate Drive Canonsburg, Pennsylvania 15317 Facsimile: (724) 416-2000 and James C. Woolery, Esq. Stephen L. Burns, Esq. Cravath, Swaine & Moore LLP Worldwide Plaza 825 Eighth Avenue New York, New York 10019 Facsimile: (212) 474-3700 E-mail: jwoolery@cravath.com sburns@cravath.com

If to Global:	Jeffrey A. Klopf, Esq. Global Signal Inc. 301 N. Cattlemen Rd. Sarasota, Florida 34232 Facsimile: (941) 308-4294 E-mail: JKlopf@GSignal.com
with a copy to: (which shall not be deemed notice)	Joseph A. Coco, Esq. Skadden, Arps, Slate, Meagher & Flom LLP Four Times Square New York, New York 10036 Facsimile: (212) 735-2000 E-mail: jcoco@skadden.com

Section 8.14 Procedure for Termination, Amendment, Extension or Waiver. A termination of this Agreement pursuant to Section 7.1, an amendment of this Agreement pursuant to Section 7.4 or an extension or waiver pursuant to Section 7.5 shall, to be effective, require, in the case of Global or Crown, action by its board of directors or the duly authorized designee of its board of directors.

Section 8.15 Waiver of Jury Trial. EACH OF GLOBAL, CROWN AND MERGER SUB HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF GLOBAL, CROWN AND MERGER SUB IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

Section 8.16 Global Disclosure Letter and Crown Disclosure Letter. Each of the Global Disclosure Letter and the Crown Disclosure Letter is qualified in its entirety by reference to the specific provisions of this Agreement and nothing in the Global Disclosure Letter or the Crown Disclosure Letter is intended to broaden the scope of any representation or warranty contained in this Agreement or to create any representation, warranty, agreement or covenant on the part of Global of Crown. The inclusion of any matter, information, item or other disclosure set forth in any section of the Global Disclosure Letter or the Crown Disclosure Letter shall not be deemed to constitute an admission of any liability of Global or Crown to any third party or otherwise imply that such matter, information or item is material or creates a measure for materiality for purposes of this Agreement, is required to be disclosed under this Agreement, or has had or is reasonably expected to have a Material Adverse Effect on Global, Crown or Merger Sub, as the case may be. Certain matters disclosed in the Global Disclosure Letter and the Crown Disclosure Letter are not material and/or have been disclosed for informational purposes only.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Global Signal Inc., Crown Castle International Corp. and CCGS Holdings LLC have each caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

GLOBAL SIGNAL INC.

By: /s/ Jerry Elliott
Name: Jerry Elliott
Title: President & CEO

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ John P. Kelly
Name: John P. Kelly
Title: President & CEO

CCGS HOLDINGS LLC

By: Crown Castle International Corp., as sole member

By: /s/ John P. Kelly
Name: John P. Kelly
Title: President & CEO

EXHIBIT 5.16

Form of Affiliate Letter

Ladies and Gentlemen:

The undersigned refers to the Agreement and Plan of Merger (the "Merger Agreement") dated as of October 5, 2006, by and among Crown Castle International Corp., a Delaware corporation ("Crown"), CCGS Holdings LLC, a Delaware limited liability company and a wholly owned subsidiary of Crown, and Global Signal Inc., a Delaware corporation ("Global"). Capitalized terms used but not defined in this letter have the meanings give such terms in the Merger Agreement.

The undersigned, a holder of shares of Global Common Stock, is entitled to receive in connection with the Merger shares of Crown Common Stock. The undersigned acknowledges that the undersigned may be deemed an "affiliate" of Global within the meaning of Rule 145 ("Rule 145") promulgated under the Securities Act, although nothing contained herein should be construed as an admission of such fact.

If in fact the undersigned were an affiliate under the Securities Act, the undersigned's ability to sell, assign or transfer the Crown Common Stock received by the undersigned in exchange for any shares of Global Common Stock pursuant to the Merger may be restricted unless such sale, assignment, or transfer is registered under the Securities Act or an exemption from such registration is available. The undersigned (i) understands that such exemptions are limited and (ii) has obtained advice of counsel as to the nature and conditions of such exemptions, including information with respect to the applicability to the sale of such securities of Rules 144 and 145(d) promulgated under the Securities Act. The undersigned understands that, other than as may be required by the terms of the Stockholders Agreement, Crown will not be required to maintain the effectiveness of any registration statement under the Securities Act for purposes of resale of Crown Common Stock by the undersigned.

The undersigned hereby represents to and covenants with Crown that the undersigned will not sell, assign or transfer any of the Crown Common Stock received by the undersigned in exchange for shares of Global Common Stock pursuant to the Merger except (i) pursuant to an effective registration statement under the Securities Act, (ii) in conformity with the volume and other limitations of Rule 144 or (iii) in a transaction that, in the opinion of independent counsel reasonably satisfactory to Crown or as described in a "no-action" or interpretive letter from the Staff of the SEC, is not required to be registered under the Securities Act.

In the event of a sale or other disposition by the undersigned pursuant to Rule 145 of Crown Common Stock received by the undersigned in the Merger, the undersigned will supply Crown with evidence of compliance with such Rule, in the form of a letter in the form of Annex I hereto and the opinion of counsel or no-action letter referred to above. The undersigned understands that Crown may instruct its transfer agent to withhold the transfer of any Crown Common Stock disposed of by the undersigned, but that upon receipt of such evidence of compliance the transfer agent shall effectuate the transfer of the Crown Common Stock sold as indicated in the letter.

The undersigned acknowledges and agrees that appropriate legends will be placed on certificates representing Crown Common Stock received by the undersigned in the Merger or held by a transferee thereof, which legends will be removed by delivery of substitute certificates upon receipt of an opinion in form and substance reasonably satisfactory to Crown from independent counsel reasonably satisfactory to Crown to the effect that such legends are no longer required for purposes of the Securities Act.

The undersigned acknowledges that (i) the undersigned has carefully read this letter and understands the requirements hereof and the limitations imposed upon the distribution, sale, transfer or other disposition of Crown Common Stock and (ii) the receipt by Crown of this letter is an inducement and a condition to Crown's obligations to consummate the Merger.

This Agreement shall only become effective as of the Effective Time of the Merger.

Very truly yours,

Dated:

ANNEX I TO
EXHIBIT 5.16

[Name]

On [ ], the undersigned sold the securities of Crown Castle International Corp. (the "Company") described below in the space provided for that purpose (the "Securities"). The Securities were received by the undersigned in connection with the merger of CCGS Holdings LLC, a Delaware limited liability company and a wholly owned subsidiary of the Company, with Global Signal Inc., a Delaware corporation.

Based upon the most recent report or statement filed by the Company with the Securities and Exchange Commission, the Securities sold by the undersigned were within the prescribed limitations set forth in paragraph (e) of Rule 144 promulgated under the Securities Act of 1933, as amended (the "Securities Act").

The undersigned represents that the Securities were sold in "brokers transactions", within the meaning of Section 4(4) of the Securities Act or in transactions with a "market maker" as that term is defined in Section 3(a)(38) of the Securities Exchange Act of 1934, as amended. The undersigned further represents that the undersigned has not solicited or arranged for the solicitation of orders to buy the Securities, and that the undersigned has not made any payment in connection with the offer or sale of the Securities to any person other than to the broker who executed the order in respect of such sale.

Very truly yours,

[Space to be provided for description of the Securities]

EXHIBIT 4.1

EXECUTION COPY

STOCKHOLDERS AGREEMENT

BY AND AMONG

CROWN CASTLE INTERNATIONAL CORP.

AND

THE STOCKHOLDERS NAMED ON THE SIGNATURE PAGES HEREIN

DATED AS OF OCTOBER 5, 2006

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STOCKHOLDERS AGREEMENT

OF

CROWN CASTLE INTERNATIONAL CORP.

THIS STOCKHOLDERS AGREEMENT dated as of October 5, 2006 (this "Agreement"), by and among (a) Crown Castle International Corp., a Delaware corporation (the "Company"), (b) Fortress Pinnacle Investment Fund, FRIT PINN LLC, Fortress Registered Investment Trust, FRIT Holdings LLC and FIT GSL LLC (collectively, "Fortress"), (c) Greenhill Capital Partners, LLC, GCP SPV1, LLC and GCP SPV2, LLC (collectively, "Greenhill") and (d) Abrams Capital International, Ltd., Abrams Capital Partners I, LP, Abrams Capital Partners II, LP, Whitecrest Partners, LP, Riva Capital Partners, LP and 222 Partners, LLC (collectively, "Abrams" and, together with Fortress and Greenhill, collectively, the "Global Stockholders"). Certain capitalized terms used in this Agreement are defined in Article I hereof. Unless otherwise indicated, references to articles and sections shall be to articles and sections of this Agreement.

WHEREAS, the Global Stockholders currently own shares of common stock of Global Signal Inc., a Delaware corporation ("Global"), and have certain registration rights with respect to those shares pursuant to the Amended and Restated Investor Agreement dated as of March 31, 2004 (as amended, the "Existing Investor Agreement");

WHEREAS, contemporaneously herewith, the Company, CCSG Holdings LLC, a Delaware limited liability company and a direct wholly owned subsidiary of the Company ("Merger Sub"), and Global have entered into an Agreement and Plan of Merger (the "Merger Agreement"), pursuant to which, Global will be merged with and into Merger Sub, with Merger Sub continuing as the surviving company and a wholly owned subsidiary of the Company (the "Merger");

WHEREAS, upon consummation of the transactions contemplated by the Merger Agreement (the date of such consummation, the "Effective Time"), the Global Stockholders will, in exchange for shares of common stock of Global, acquire shares of Common Stock (as hereinafter defined);

WHEREAS, pursuant to the Merger Agreement and this Agreement, immediately after the Effective Time, the Company will file an automatic shelf registration statement on Form S-3 (the "Automatic Shelf Registration Statement") to register the Common Stock received by the Global Stockholders in the Merger;

WHEREAS, the Company has also agreed to provide other registration rights as set forth herein;

WHEREAS, the Global Stockholders have agreed to terminate the Existing Investor Agreement as of the Effective Time;

WHEREAS, the Global Stockholders have also agreed to certain limitations on their ability to offer, sell, contract to sell or otherwise dispose of the shares of Common Stock received by them in the Merger for 180 days following the Effective Time, as set forth in Section 4.1; and

WHEREAS, the Stockholders (as hereinafter defined) deem it in their best interests and in the best interests of the Company to provide for certain arrangements with respect to the management of the Company and desire to enter into this Agreement in order to effectuate such purpose and to set forth certain of their respective rights and obligations in connection with their investment in the Company.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

"Abrams" shall have the meaning assigned to such term in the preamble to this Agreement.

"Abrams Director" shall have the meaning assigned to such term in Section 3.1(d).

"Affiliate" shall have the meaning set forth in Rule 12b-2 promulgated under the Exchange Act, provided, that no Stockholder shall be deemed an Affiliate of any other Stockholder solely by reason of any investment in the Company.

"Agreement" shall have the meaning assigned to such term in the preamble to this Agreement.

"Automatic Shelf Registration Statement" shall have the meaning assigned to such term in the fourth Recital.

"Board" shall have the meaning assigned to such term in Section 3.1(a).

"By-laws" shall have the meaning assigned to such term in Section 3.1(f).

"Crown Indemnified Persons" shall have the meaning assigned to such term in Section 2.9(b).

"Certificate of Incorporation" shall have the meaning assigned to such term in Section 3.1(f).

"Commission" shall mean the United States Securities and Exchange Commission or any successor agency.

"Common Stock" shall mean the Company's common stock, par value $0.01 per share, and any and all securities of any kind whatsoever of the Company that may be issued and outstanding on or after the date hereof in respect of, in exchange for, or upon conversion of shares of Common Stock pursuant to a merger, consolidation, stock split, stock dividend, recapitalization of the Company or otherwise.

"Company" shall have the meaning assigned to such term in the preamble to this Agreement.

"Company Common Stock" shall have the meaning assigned to such term in Section 2.2(a)(iii).

"Demand" shall have the meaning assigned to such term in Section 2.2(a).

"Demand Registration" shall have the meaning assigned to such term in Section 2.2(a).

"Disqualified Stockholder" shall have the meaning assigned to such term in Section 5.6.

"Effective Time" shall have the meaning assigned to such term in the third Recital.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Existing Investor Agreement" shall have the meaning assigned to such term in the first Recital.

"Fortress" shall have the meaning assigned to such term in the preamble to this Agreement.

"Fortress Director" shall have the meaning assigned to such term in Section 3.1(b).

"Fortress Excluded Entity" shall mean any current or future fund managed by the Fortress or any of its Affiliates or any of their respective investment advisory affiliates other than any private equity fund.

"Free Writing Prospectus" shall have the meaning assigned to such term in Section 2.7(a)(iii).

"Global" has the meaning assigned to such term in the first Recital.

"Global Director" has the meaning assigned to such term in Section 3.1(c).

"Global Stockholders" shall have the meaning assigned to such term in the preamble to this Agreement.

"Greenhill" shall have the meaning assigned to such term in the preamble to this Agreement.

"Initial Marketed Secondary Offering" shall mean the first Shelf Demand Offering.

"Initial Offer Notice" shall have the meaning assigned to such term in Section 2.1(b).

"Inspectors" shall have the meaning assigned to such term in Section 2.7(a)(viii).

"Losses" shall have the meaning assigned to such term in Section 2.9(a).

"Material Event Notice" shall mean a certificate signed by an authorized officer of the Company stating that as of the date of such certificate, the Company has a material transaction (including, but not limited to, a financing transaction) pending or in process, the disclosure of which would, in the good faith judgment of the Board, materially and adversely affect the Company.

"Merger" shall have the meaning assigned to such term in the second Recital.

"Merger Agreement" shall have the meaning assigned to such term in the second Recital.

"Merger Sub" shall have the meaning assigned to such term in the second Recital.

"NASD" shall mean the National Association of Securities Dealers, Inc.

"NYSE" shall mean the New York Stock Exchange.

"Offering Demand" shall mean a Shelf Demand Offering or a Demand Registration.

"Other Demanding Sellers" shall have the meaning assigned to such term in Section 2.4(b).

"Other Global Stockholder" shall mean (a) with respect to Fortress, Greenhill or Abrams, (b) with respect to Greenhill, Fortress or Abrams, and (c) with respect to Abrams, Fortress or Greenhill.

"Other Proposed Sellers" shall have the meaning assigned to such term in Section 2.4(b).

"Permitted Transferee" shall mean, with respect to each Global Stockholder, (a) any Other Global Stockholder, (b) such Global Stockholder's Affiliates, (c) any general or limited partner or member of such Global Stockholder (collectively, "Stockholder Affiliates"), (d) any investment funds managed directly or indirectly by such Global Stockholder or any Stockholder Affiliate (a "Stockholder Fund"), (e) any general or limited partner of any Stockholder Fund, (f) any managing director, general partner, director, limited partner, officer or employee of any Stockholder Affiliate, or any spouse, lineal descendant, sibling, parent, heir, executor, administrator, testamentary trustee, legatee or beneficiary of any of the foregoing Persons described in this clause (f) (collectively, "Stockholder Associates"), or (g) any trust, the beneficiaries of which, or any corporation, limited liability company or partnership, the stockholders, members or general or limited partners of which, consist solely of any one or more of such Global Stockholder, any Stockholder Affiliates, any Stockholder Fund, any Stockholder Associates, their respective spouses or their respective lineal descendants, provided that, notwithstanding the foregoing, no Fortress Excluded Entity shall be deemed to be a Permitted Transferee for any purpose under this Agreement.

"Person" shall mean any individual, firm, corporation, partnership, limited liability company or other entity, and shall include any successor (by merger or otherwise) of such entity.

"Piggyback Notice" shall have the meaning assigned to such term in Section 2.4(a).

"Piggyback Registration" shall have the meaning assigned to such term in Section 2.4(a).

"Piggyback Seller" shall have the meaning assigned to such term in Section 2.4(a).

"Public Offering" shall mean an offering of equity securities of the Company pursuant to an effective registration statement under the Securities Act, including an offering in which Stockholders are entitled to sell Common Stock pursuant to the terms of this Agreement.

"Records" shall have the meaning assigned to such term in Section 2.7(a)(viii).

"Registrable Amount" shall mean an amount of Registrable Securities equal to 2.0% of the issued and outstanding Common Stock.

"Registrable Securities" shall mean (a) the shares of Common Stock beneficially owned (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the date of this Agreement) by the Global Stockholders as of the Effective Time (including shares of Common Stock subject to Converted Options (as defined in the Merger Agreement) held by any Global Stockholder at the Effective Time) as a result of the transactions contemplated by the Merger Agreement and (b) any securities issued or issuable in respect of such shares of Common Stock as provided in Section 5.17. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (i) a registration statement registering such securities under the Securities Act has been declared effective and such securities have been sold or otherwise transferred by the holder thereof pursuant to such effective registration statement,

(ii) such securities may be sold (including pursuant to Rule 144(k) of the Securities Act) without any restriction under the Securities Act, (iii) such securities shall have been otherwise transferred or (iv) such securities are no longer outstanding; provided, however, that (A) Registrable Securities acquired by a lender pursuant to the foreclosure of a pledge of such Registrable Securities by any Global Stockholder in connection with a credit agreement between such lender and such Global Stockholder shall be deemed to be Registrable Securities of such Global Stockholder for all purposes hereunder, and (B) Registrable Securities held by a member of any Stockholder Group will not cease to be Registrable Securities by reason of clause (ii) of this definition for so long as such Registrable Securities continue to be held by such member or any other member of such Stockholder Group.

"Registration Expenses" shall have the meaning assigned to such term in Section 2.8.

"Related Stockholders" shall mean, with respect to any Global Stockholder, such Global Stockholder's Permitted Transferees, other than any Other Global Stockholder.

"Requested Information" shall have the meaning assigned to such term in Section 2.9(g).

"Requesting Stockholder" shall have the meaning assigned to such term in Section 2.2(a).

"Rights Agreement" shall mean that certain Amended and Restated Rights Agreement dated as of September 18, 2000, between the Company and Mellon Investor Services LLC (as successor to ChaseMellon Shareholder Services, L.L.C.), as rights agent.

"Securities Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Selling Holders" shall have the meaning assigned to such term in Section 2.7(a)(i).

"Selling Indemnified Persons" shall have the meaning assigned to such term in Section 2.9(a).

"Shelf Demand Notice" shall have the meaning assigned to such term in Section 2.1(b).

"Shelf Demand Offering" shall have the meaning assigned to such term in Section 2.1(b).

"Shelf Effectiveness Period" shall have the meaning assigned to such term in Section 2.2(a).

"Shelf Registration Statement" has the meaning assigned to such term in Section 2.1(a).

"Stockholder" shall mean (a) each Global Stockholder and (b) each Permitted Transferee of such Global Stockholder (other than any Other Global Stockholder), in the case of clauses (a) and (b), to the extent that such Global Stockholder and its Related Stockholders hold in the aggregate at least a Registrable Amount, provided that, notwithstanding the foregoing, no Fortress Excluded Entity shall be deemed to be Stockholder for any purpose under this Agreement.

"Stockholder Group" shall mean (a) with respect to Fortress, Fortress Investment Holdings LLC and its controlled Affiliates, (b) with respect to Greenhill, Greenhill & Co., Inc. and its controlled Affiliates, and (c) with respect to Abrams, Abrams and its controlled Affiliates.

"Suspension Period" shall have the meaning assigned to such term in Section 2.1(d).

"Underwritten Offering" shall mean a sale of securities of the Company to an underwriter or underwriters for reoffering to the public.

"Underwriter Indemnified Persons" shall have the meaning assigned to such term in Section 2.9(a).

ARTICLE II

REGISTRATION RIGHTS

Section 2.1 Shelf Registration.

(a) Automatic Shelf Registration Statement. The Company shall file with the Commission, as soon as practicable, but in any event within ten days after the Effective Time, the Automatic Shelf Registration Statement, which shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act and contain a prospectus in such form to permit (x) each Stockholder to sell its Registrable Securities and (y) each lender to whom any Global Stockholder has pledged or pledges any of its Registrable Securities to sell such Registrable Securities in the event the applicable borrower or pledging Global Stockholder defaults under the applicable credit agreement, in each case, at any time beginning on or after the filing thereof with the Commission pursuant to Rule 415 under the Securities Act or any successor or similar rule that may be adopted by the Commission. If the Company is not eligible to use an automatic shelf registration statement at any time of determination of eligibility, the Company shall promptly (but in any event within 30 days) post-effectively amend the Automatic Shelf Registration Statement or file a new registration statement on a Form S-3, in either case so to permit (x) each Stockholders to sell its Registrable Securities and (y) each lender to whom any Global Stockholder has pledged or pledges any of its Registrable Securities to sell such Registrable Securities in the event the applicable borrower or pledging Stockholder defaults under the applicable credit agreement, in each case, pursuant to Rule 415 under the Securities Act or any successor or similar rule that may be adopted by the Commission. The term "Shelf Registration Statement" as used herein shall mean the Automatic Shelf Registration Statement or any post-effective amendment thereto or a new registration statement so filed pursuant to this Section 2.1. Upon any Shelf Registration Statement having been filed:

(i) the Company shall use its reasonable best efforts to keep such Shelf Registration Statement continuously effective (including by filing any necessary post-effective amendments to such Shelf Registration Statement or a new Shelf Registration Statement) until the earlier of (x) the date on which all the Registrable Securities covered by such Shelf Registration Statement have been sold thereunder, (y) such time as the Registrable Securities covered by such Shelf Registration Statement are no longer outstanding or otherwise no longer constitute Registrable Securities and (z) the date that is three years from the date of filing of such Shelf Registration Statement; and

(ii) the Company shall pay the registration fee for all the Registrable Securities at the time of filing of the Automatic Shelf Registration Statement and shall not elect to pay any portion of the registration fee on a deferred basis.

(b) Shelf Demand Notice. Subject to the limitations set forth in Section 2.3, if at any time following the filing of any Shelf Registration Statement, one or more Stockholders desire to sell all or any portion of the Registrable Securities under such Shelf Registration Statement in an Underwritten Offering (any such sale, a "Shelf Demand Offering"), such Stockholders shall (i) notify (such notice, the "Shelf Demand Notice") the Company of such intent at least 15 days prior to such proposed sale (or, in the case of a Shelf Demand Offering that does not involve a "road show", at least three days prior to such proposed sale), and (ii) simultaneously with delivery of the Shelf Demand Notice to the Company, deliver written notice of such Shelf Demand Offering to each other Global Stockholder that is a Stockholder on the date that such Shelf Demand Notice is delivered to the Company. Notwithstanding the foregoing, the Shelf Demand Notice for the Initial Marketed Secondary Offering may be given on the first business day following the Effective Time and, in such case, each of the parties hereto agrees to use its reasonable best efforts to commence the Initial Marketed Secondary Offering within 30 days of the Effective Time; provided that the Initial Marketed Secondary Offering shall be for the sale of Registrable Securities with an aggregate market value of at least $600 million measured at the closing trading price on the date such notice is given. Each Shelf Demand Offering (other than the Initial Marketed Secondary Offering) shall be for the sale of an amount of Registrable Securities equal to or greater than the Registrable Amount. The Shelf Demand Notice shall: (1) specify (x) the aggregate number of Registrable Securities requested to be registered in such Shelf Demand Offering and (y) the identity of the Stockholder or Stockholders requesting such Shelf Demand Offering and (2) provide a representation from the proposed selling Stockholders that all the shares proposed for sale under such Shelf Demand Offering constitute Registrable Securities.

(c) Shelf Demand Offering. Subject to Section 2.3(b), the Company shall include in the Shelf Demand Offering covered by such Shelf Demand Notice all Registrable Securities of each Global Stockholder and its Related Stockholders with respect to which the Company has received a written request for inclusion therein from any Global Stockholder within five days (or, in the case of any Shelf Demand Notice that does not involve a "road show", within two days) after the Company has received the Shelf Demand Notice, which written request shall comply with the requirements applicable to a Shelf Demand Notice set forth in the last sentence of such clause (b). The Company shall prepare and file a prospectus

supplement, post-effective amendment to the Shelf Registration Statement and/or Exchange Act reports incorporated by reference into the Shelf Registration Statement and take such other actions as necessary or appropriate to permit the consummation of such Shelf Demand Offering, including, subject to Section 2.3(a), conducting a "road show", if requested by such Stockholders. In the case of a Shelf Demand Offering that does not involve a "road show", the Company shall take all actions to enable the Stockholders with respect to which the Company has received a written request for inclusion in such offering in accordance with the first sentence of this clause (c) to price such offering within three days of receipt of the Shelf Demand Notice; provided, that if a "comfort" letter is required in connection with the pricing of such offering, and the Company was unable to obtain such "comfort" letter within three days of receipt of such Shelf Demand Notice, then the Company shall use its reasonable best efforts to obtain such "comfort" letter and price such offering as soon as reasonably practicable. The Stockholders having notified or directed the Company to commence a Shelf Demand Offering or to include any of their Registrable Securities therein shall have the right to withdraw such notice or direction by giving written notice to the Company prior to the commencement of a "road show" and such withdrawal will not count towards the limitation in Section 2.3(a); provided, however, that (i) any Shelf Demand Offering for which a "road show" has been conducted shall count towards such limitation, regardless of whether such Shelf Demand Offering is consummated, unless such Shelf Demand Offering is not consummated due to a Suspension Period, and (ii) the Stockholders shall reimburse the Company for all reasonable fees and expenses incurred by the Company or paid by the Company on behalf of the Stockholders pursuant to Section 2.8, in each case incurred in connection with such Shelf Demand Offering.

(d) Suspension of Shelf Registration Statement. Notwithstanding anything to the contrary contained in this Agreement, the Company shall be entitled, from time to time, by providing written notice to the Global Stockholders, to require the Stockholders to suspend the use of the prospectus for sales of Registrable Securities under the Shelf Registration Statement for a reasonable period of time not to exceed 60 days in succession or 105 days in the aggregate in any 12 month period (a "Suspension Period"), if (i) the Board determines in good faith and in its reasonable judgment that the effectiveness and use of such Shelf Registration Statement would cause the disclosure of material, non-public information that the Company has a bona fide business purpose for preserving as confidential or (ii) the Company determines that it does not have all requisite audited and other financial information publicly available and such financial information not then publicly available contains material information. Immediately upon receipt of such notice, the Stockholders covered by the Shelf Registration Statement shall discontinue the disposition of Registrable Securities under such Shelf Registration Statement until the requisite changes to the prospectus have been made as required below. Any Suspension Period shall terminate at such time as the public disclosure of such information is made or the requisite financial information becomes publicly available, as applicable. After the expiration of any Suspension Period and without any further request from a Stockholder, the Company shall as promptly as reasonably practicable prepare a post-effective amendment or supplement to the Shelf Registration Statement or the prospectus, or any document incorporated therein by reference, or file any other required document so that, as thereafter delivered to purchasers of the Registrable Securities included therein, the prospectus will not include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Section 2.2 Demand Registration.

(a) Registration. At any time following the Effective Time, except at any time during which a Shelf Registration Statement pursuant to Section 2.1 is effective, available for the offer and sale of Registrable Securities (without giving effect to any Suspension Period) and not subject to any stop order, injunction, or other order or requirement of the Commission or other governmental agency or court (such period, a "Shelf Effectiveness Period"), one or more Stockholders (each, a "Requesting Stockholder") shall be entitled to make a written request of the Company (a "Demand") to effect the registration under the Securities Act of an amount of Registrable Securities equal to or greater than the Registrable Amount (such registration, a "Demand Registration"). A Stockholder making a Demand shall simultaneously deliver written notice of such Demand to each other Global Stockholder that is a Stockholder on the date that such Demand is delivered to the Company. Upon such Demand, the Company will, subject to Section 2.3(b) and the other the terms of this Agreement, use its reasonable best efforts to effect the registration under the Securities Act of:

(i) the Registrable Securities that the Company has been so requested to register by the Requesting Stockholder or Requesting Stockholders in such Demand;

(ii) all other Registrable Securities that the Company has been requested to register pursuant to Section 2.2(b); and

(iii) all shares of Common Stock that the Company may elect to register (such shares, "Company Common Stock") in connection with any offering of Registrable Securities pursuant to Section 2.3(b);

all to the extent necessary to permit the disposition (in accordance with the intended method of disposition stated in such Demand) of the Registrable Securities and the additional Company Common Stock, if any, to be so registered.

(b) Demands. A Demand shall: (i) specify (A) the aggregate number of Registrable Securities requested to be registered in such Demand Registration, (B) the intended method of disposition in connection with such Demand Registration, to the extent then known, and (C) the identity of the Requesting Stockholder or Requesting Stockholders, and (ii) provide a representation from the proposed selling Stockholders that all such shares proposed for sale under such Demand Registration constitute Registrable Securities. Subject to Section 2.3(b), the Company shall include in the Demand Registration covered by such Demand all Registrable Securities of each Global Stockholder and its Related Stockholders with respect to which the Company has received a written request for inclusion therein from any Global Stockholder within five days after the Company has received a Demand, which written request shall comply with the requirements applicable to a Demand set forth in the first sentence of this clause (b).

(c) Effective Registration Statement. A Demand Registration shall not be deemed to have been effected and shall not count as a Demand (i) unless a registration statement with respect thereto has become effective and has remained effective for a period of at least 60 days (or such shorter period in which all the Registrable Securities included in such Demand

Registration have actually been sold thereunder), (ii) if, after the registration statement with respect thereto has become effective, but prior to such 60th day or the last day of such shorter period described in clause (i) above, such Demand Registration becomes subject to any stop order, injunction or other order or requirement of the Commission or other governmental agency or court for any reason, or (iii) if the conditions to closing specified in the purchase agreement or underwriting agreement entered into in connection with such Demand Registration are not satisfied, other than solely by reason of some act or omission by such Requesting Stockholders; provided, however, that, notwithstanding the foregoing, (A) should a registration statement with respect to a Demand Registration not become effective due to the failure of the Requesting Stockholder to perform its obligations under this Agreement in any material respect or (B) should a Demand Registration that is an Underwritten Offering for which a "road show" is conducted not be consummated, the related request shall count as a Demand.

(d) Registration Statement Form. Demand Registrations shall be on Form S-3 (or any successor form) or, if the Company is not eligible to use Form S-3, another form reasonably selected by the Company as appropriate for such Demand Registration and reasonably acceptable to the Requesting Stockholder or Requesting Stockholders.

(e) Restrictions on Demand Registrations. The Company shall not be obligated to (i) maintain the effectiveness of a registration statement under the Securities Act, filed pursuant to a Demand Registration, for a period longer than 60 days or (ii) effect any Demand Registration (A) within six months of a "firm commitment" Underwritten Offering in which all Stockholders were offered "piggyback" rights pursuant to Section 2.4 (subject to Section 2.3(b)) and at least 50% of the number of Registrable Securities requested by such Stockholders to be included in such offering were included, (B) within six months of any other Demand Registration, (C) if a Shelf Registration Statement is effective pursuant to Section 2.1 or (D) if, in the Company's reasonable judgment, it is not feasible for the Company to proceed with the Demand Registration because of the unavailability of audited or other required financial statements. In addition, the Company shall be entitled to postpone (upon written notice to all Stockholders) for up to 105 days the filing or the effectiveness of a registration statement for any Demand Registration (but no more than twice in any period of 12 consecutive months), if the Board determines in good faith and in its reasonable judgment that the filing or effectiveness of the registration statement relating to such Demand Registration would cause the disclosure of material, non-public information that the Company has a bona fide business purpose for preserving as confidential. In the event of such a postponement by the Company, the holders of a majority of Registrable Securities held by the Requesting Stockholder(s) shall have the right to withdraw such Demand in accordance with Section 2.5.

Section 2.3 Offering Demands.

(a) Number of Offering Demands; Road Shows. In addition to the Initial Secondary Marketed Offering, (x) each of Greenhill and Abrams shall be entitled to two Offering Demands for itself and/or its Related Stockholders, and (y) Fortress shall be entitled to five Offering Demands for itself and/or its Related Stockholders, which, in the case of clauses (x) and (y), may be Shelf Demand Offerings, Demand Registrations or both. Notwithstanding anything to the contrary herein, (i) the aggregate number of "road shows" the Company shall be required to participate in pursuant to this Agreement shall not exceed six and (ii) the Company

shall not be obligated to participate in any "road show" pursuant to this Agreement within 180 days of any other "road show" in which the Company has participated or will be participating pursuant to this Agreement.

(b) Participation in Offering Demands. The Company may, at its option, include securities other than Registrable Securities in an Offering Demand, provided that the Company provides prompt written notice to the Global Stockholders of its intent to include such securities; provided, however, that if in connection with such Offering Demand any managing underwriter (or, if such Demand Registration is not an Underwritten Offering, a nationally recognized independent investment bank selected by the Stockholders participating in such Offering Demand, in conjunction with the Company, and whose fees and expenses shall be borne solely by the Company) advises the Company, in writing, that, in its opinion, the inclusion of all of the securities, including securities of the Company that are not Registrable Securities, sought to be registered in connection with such Offering Demand would adversely affect the marketability of the Registrable Securities sought to be sold pursuant thereto, then the Company shall include in such registration statement or offering only such securities as the Company is advised by such underwriter (or investment bank) can be sold without such adverse effect as follows and in the following order of priority: (i) first, up to the number of Registrable Securities requested to be included in such Offering Demand by the Stockholders, which, in the opinion of the underwriter (or investment bank) can be sold without such adverse effect, pro rata among such Stockholders requesting such Offering Demand on the basis of the amount of Registrable Securities held by such Stockholders, (ii) second, securities the Company proposes to sell, and (iii) third, all other securities of the Company duly requested to be included in such Offering Demand, pro rata on the basis of the amount of such other securities requested to be included or such other method as determined by the Company.

(c) Selection of Underwriters. Anytime that an Offering Demand involves an Underwritten Offering (including the Initial Marketed Secondary Offering), the Stockholders participating in such offering of Registrable Securities shall mutually select, in conjunction with the Company (with the Company and such Stockholders acting reasonably), the investment banker or investment bankers and managers that will serve as lead and co-managing underwriters with respect to the offering of such Registrable Securities. Notwithstanding the foregoing sentence, the Company hereby acknowledges and agrees that the entities set forth on Schedule 1 hereto (or any of their respective Affiliates) will be acceptable lead or co-managing underwriters with respect to any Offering Demand.

(d) Notices and Requests. Notwithstanding anything to the contrary herein, (i) any Offering Demand made by any Stockholder or any other notice or request provided by any Stockholder, in each case pursuant to this Agreement, shall be made in each case only by Fortress, Greenhill or Abrams, as the case may be, on behalf of such Stockholder, and (ii) if the Company provides any notice required to be given to the Stockholders pursuant to this Agreement to a Global Stockholder, such notice shall be deemed given to such Global Stockholder and its Related Stockholders for purposes of this Agreement.

Section 2.4 Piggyback Registrations.

(a) Right to Piggyback. Subject to the terms and conditions hereof, whenever the Company proposes to register any of its equity securities under the Securities Act (other than a registration by the Company on a registration statement on Form S-4 or a registration statement on Form S-8 or any successor forms thereto), whether for its own account or for the account of other Persons that do not constitute Stockholders, (each such registration, a "Piggyback Registration"), the Company shall give the Global Stockholders prompt written notice thereof (but not less than ten business days prior to the initial filing by the Company with the Commission of the registration statement or prospectus supplement with respect thereto). Such notice (a "Piggyback Notice") shall specify, at a minimum and as applicable, the number or aggregate dollar amount of equity securities proposed to be registered, the proposed date of filing of such registration statement with the Commission, the proposed means of distribution, the proposed managing underwriter or underwriters (if any and if known) and a good faith estimate by the Company of the proposed minimum offering price of such equity securities. Upon the written request of any Global Stockholder on behalf of any Person that on the date of the Piggyback Notice constitutes a Stockholder (such Person, a "Piggyback Seller") given within ten days after such Piggyback Notice is received by the Global Stockholders (which request shall (x) specify the number of Registrable Securities then presently intended to be disposed of by such Piggyback Seller and (y) provide a representation from the proposed selling Stockholder that all such shares proposed for sale constitute Registrable Securities), the Company, subject to the terms and conditions of this Agreement, shall use its reasonable best efforts to cause all such Registrable Securities held by Piggyback Sellers with respect to which the Company has received such written requests for inclusion to be included in such Piggyback Registration on the same terms and conditions as the Company's equity securities being sold in such Piggyback Registration.

(b) Priority on Piggyback Registrations. If, in connection with a Piggyback Registration, any managing underwriter (or, if such Piggyback Registration is not an Underwritten Offering, a nationally recognized independent investment bank selected by the Company) advises the Company in writing that, in its opinion, the inclusion of all the equity securities sought to be included in such Piggyback Registration by (i) the Company, (ii) others who have sought to have equity securities of the Company registered in such Piggyback Registration pursuant to rights to demand (other than pursuant to so-called "piggyback" or other incidental or participation registration rights) such registration (such Persons being "Other Demanding Sellers"), (iii) the Piggyback Sellers and (iv) any other proposed sellers of equity securities of the Company (such Persons being "Other Proposed Sellers"), as the case may be, would adversely affect the marketability of the equity securities sought to be sold pursuant thereto, then the Company shall include in the registration statement applicable to such Piggyback Registration only such equity securities as the Company is so advised by such underwriter can be sold without such an effect, as follows and in the following order of priority:

(i) if the Piggyback Registration relates to an offering for the Company's own account, then (A) first, such number of equity securities to be sold by the Company as determined by the Company, (B) second, Registrable Securities of Piggyback Sellers, pro rata on the basis of the amount of such

Registrable Securities held by such Piggyback Sellers, and (C) third, other equity securities held by any Other Proposed Sellers; or

(ii) if the Piggyback Registration relates to an offering other than for the Company's own account, then (A) first, such number of equity securities sought to be registered by each Other Demanding Seller, pro rata in proportion to the number or aggregate dollar amount of securities sought to be registered by all such Other Demanding Sellers, (B) second, other equity securities to be sold by the Company as determined by the Company, (C) third, Registrable Securities of Piggyback Sellers pro rata on the basis of the amount of such Registrable Securities held by such Piggyback Sellers, and (D) fourth, other equity securities held by any Other Proposed Sellers.

(c) Terms of Underwriting. In connection with any Underwritten Offering under this Section 2.4, the Company shall not be required to include a holder's Registrable Securities in such Underwritten Offering unless such holder accepts the terms of the underwriting as agreed upon between the Company and the underwriters selected by the Company, provided that any such underwriting agreement includes only customary terms and conditions.

(d) Withdrawal by the Company. If, at any time after giving the Piggyback Notice as set forth in Section 2.4(a) and prior to the time the registration statement filed in connection with such Piggyback Registration is declared effective, the Company shall determine for any reason not to register such equity securities, the Company may, at its election, give written notice of such determination to each Stockholder and thereupon shall be relieved of its obligation to register any Registrable Securities in connection with such particular withdrawn or abandoned Piggyback Registration (but not from its obligation to pay the Registration Expenses in connection therewith as provided herein), provided, that Stockholders may continue the registration as a Demand Registration pursuant to the terms of Section 2.2.

(e) Availability of Right to Piggyback. Notwithstanding anything to the contrary in this Section 2.4, during any Shelf Effectiveness Period, the provisions of this Section 2.4 shall only apply in respect of Underwritten Offerings for which a "road show" is conducted.

Section 2.5 Withdrawal Rights. Subject to Sections 2.1(c) and 2.2(c), any Stockholder having notified or directed the Company to include any or all of its Registrable Securities in a registration statement under the Securities Act, shall have the right to withdraw any such notice or direction with respect to any or all of the Registrable Securities designated by it for registration by giving written notice to such effect to the Company prior to the effective date of such registration statement. In the event of any such withdrawal, the Company shall not include such Registrable Securities in the applicable registration and such Registrable Securities shall continue to be Registrable Securities for all purposes of this Agreement. No such withdrawal shall affect the obligations of the Company with respect to the Registrable Securities not so withdrawn; provided, however, that, in the case of a Demand Registration or a Shelf Demand Offering, if such withdrawal shall reduce the number of Registrable Securities sought to be included in such registration below the Registrable Amount, then the Company shall as promptly as practicable give each holder of Registrable Securities sought to be registered notice

to such effect and, within ten days following the mailing of such notice, such holder of Registrable Securities still seeking registration shall, by written notice to the Company, elect to register additional Registrable Securities to satisfy the Registrable Amount or elect that such registration statement not be filed or, if theretofore filed, be withdrawn. During such ten day period, the Company shall not file such registration statement if not theretofore filed or, if such registration statement has been theretofore filed, the Company shall not seek, and shall use commercially reasonable efforts to prevent, the effectiveness thereof. Any registration statement withdrawn or not filed as a result of (a) an election by the Company, (b) in the case of a Demand Registration, an election by the Requesting Stockholders in accordance with the requirements of Section 2.2(c), (c) in the case of a Shelf Demand Offering, an election by the Requesting Stockholders in accordance with the requirements of Section 2.1(c), or (d) an election by the Company subsequent to the effectiveness of the applicable Demand Registration or Shelf Demand Offering registration statement because any post-effective amendment or supplement to the applicable Demand Registration statement contains information regarding the Company that the Company deems adverse to the Company, shall not be counted as a Demand.

Section 2.6 Holdback Agreements. If requested by the managing underwriter in connection with any Underwritten Offering, the Company and each Stockholder agrees not to (a) effect any public sale or distribution (including sales pursuant to Rule 144) of equity securities of the Company, or any securities convertible into or exchangeable or exercisable for such equity securities, or (b) in the case of each Stockholder, request registration of any Registrable Securities, in each case, during any time period reasonably requested by the Company or the Stockholders, as the case may be, with respect to any Underwritten Offering (which time period shall not exceed 90 days or, in the case of any Underwritten Offering for which a “road show” will not be conducted, 45 days), except as part of such registration, provided that neither the Company nor the Stockholders shall be required to comply with a request made pursuant to this Section 2.6 if, after giving effect to such compliance, the aggregate number of days during which the Company has, or the Stockholders have, complied with all such requests would exceed 180 days in any 365-day period. Subject to the time periods set forth above, if requested by the managing underwriter of such Underwritten Offering, each Stockholder agrees to execute an agreement to such effect with the Company consistent with such managing underwriter’s customary form of holdback agreement.

Section 2.7 Registration Procedures.

(a) Registration. Subject to the provisions of Section 2.1, including the Company’s obligation to file the Automatic Shelf Registration Statement and the timing thereof, if and whenever the Company is required to use reasonable best efforts to effect the registration of any Registrable Securities under the Securities Act as provided in Sections 2.1, 2.2 and 2.4 (whether or not pursuant to an Offering Demand), the Company shall as expeditiously as reasonably practicable:

(i) prepare and file with the Commission a registration statement to effect such registration and thereafter use reasonable best efforts to cause such registration statement to become and remain effective pursuant to the terms of this Agreement; provided, however, that the Company may discontinue any registration of its securities that are not Registrable Securities at any time

prior to the effective date of the registration statement relating thereto; provided, further, that before filing such registration statement or any amendments thereto, the Company will furnish to the counsel selected by the holders of Registrable Securities that are to be included in such registration ("Selling Holders") copies of all such documents proposed to be filed, which documents will be subject to the review of such counsel, and such review to be conducted with reasonable promptness;

(ii) prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to (A) keep such registration statement effective, (B) comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement and (C) complete the disposition of such securities in accordance with the intended methods of disposition set forth in such registration statement, in each case (1) in the case of a Shelf Registration Statement filed pursuant to Section 2.1, as set forth in Section 2.1, (2) in the case of a Demand Registration, as set forth in Section 2.2, and (3) in the case of a Piggyback Registration, the expiration of 60 days after such registration statement becomes effective;

(iii) furnish to each Selling Holder and each underwriter, if any, of the securities being sold by such Selling Holder such number of conformed copies of such registration statement and of each amendment and supplement thereto (in each case including all exhibits), such number of copies of the prospectus contained in such registration statement (including each preliminary prospectus and any summary prospectus and each free writing prospectus (as defined in Rule 405 of the Securities Act) (a "Free Writing Prospectus") utilized in connection therewith) and any other prospectus filed under Rule 424 under the Securities Act, in conformity with the requirements of the Securities Act, and such other documents as such Selling Holder and underwriter, if any, may reasonably request in order to facilitate the public sale or other disposition of the Registrable Securities owned by such Selling Holder;

(iv) use reasonable best efforts to register or qualify such Registrable Securities covered by such registration statement under such other securities laws or blue sky laws of such jurisdictions as any Selling Holder and any underwriter of the securities being sold by such Selling Holder shall reasonably request, and take any other action that may be reasonably necessary or advisable to enable such Selling Holder and underwriter to consummate the disposition in such jurisdictions of the Registrable Securities owned by such Selling Holder, except that the Company shall not for any such purpose be required to (A) qualify generally to do business as a foreign corporation in any jurisdiction wherein it would not but for the requirements of this clause (iv) be obligated to be so qualified, (B) subject itself to taxation in any such jurisdiction or (C) file a general consent to service of process in any such jurisdiction;

(v) use reasonable best efforts to cause such Registrable Securities to be listed on each securities exchange on which similar securities issued by the Company are then listed and, if no such securities are so listed, use commercially reasonable efforts to cause such Registrable Securities to be listed on the NYSE, the American Stock Exchange or the NASDAQ Stock Market;

(vi) use reasonable best efforts to cause such Registrable Securities covered by such registration statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the Selling Holder(s) thereof to consummate the disposition of such Registrable Securities;

(vii) in connection with an Underwritten Offering, obtain for each Selling Holder and underwriter:

(1) an opinion of counsel for the Company, covering the matters customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such Selling Holder and underwriters, and

(2) a "comfort" letter (or, in the case of any such Person that does not satisfy the conditions for receipt of a "comfort" letter specified in Statement on Auditing Standards No. 72, an "agreed upon procedures" letter) signed by the independent public accountants who have certified the Company's financial statements included in such registration statement, provided, that this clause (2) shall not apply to any Piggyback Registration, if such letter is not otherwise being furnished to the Company;

(viii) promptly make available for inspection by any Selling Holder, any underwriter participating in any disposition pursuant to any registration statement, and any attorney, accountant or other agent or representative retained by any such Selling Holder or underwriter (collectively, the "Inspectors"), all financial and other records, pertinent corporate documents and properties of the Company (collectively, the "Records"), as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors and employees to supply all information requested by any such Inspector in connection with such registration statement; provided, however, that, unless the disclosure of such Records is necessary to avoid or correct a misstatement or omission in the registration statement or the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, the Company shall not be required to provide any information under this subparagraph (viii) if (A) the Company believes, after consultation with counsel for the Company, that to do so would cause the Company to forfeit an attorney-client privilege that was applicable to such information or (B) if either (1) the Company has requested and been granted from the Commission confidential treatment of such information

contained in any filing with the Commission or documents provided supplementally or otherwise or (2) the Company reasonably determines in good faith that such Records are confidential and so notifies the Inspectors in writing unless prior to furnishing any such information with respect to clause (A) or (B) above such Selling Holder requesting such information agrees, and causes each of its Inspectors, to enter into a confidentiality agreement on terms reasonably acceptable to the Company and the Inspectors in accordance with marked norms; and provided, further, that each Selling Holder agrees that it will, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, give notice to the Company and allow the Company to, at its expense, undertake appropriate action and to prevent disclosure of the Records deemed confidential;

(ix) promptly notify in writing each Selling Holder and the underwriters, if any, of the following events:

(1) the filing of the registration statement, the prospectus or any prospectus supplement related thereto or any post-effective amendment to the registration statement or any Free Writing Prospectus utilized in connection therewith, and, with respect to the registration statement or any post-effective amendment thereto, when the same has become effective;

(2) any request by the Commission for amendments or supplements to the registration statement or the prospectus or for additional information;

(3) the issuance by the Commission of any stop order suspending the effectiveness of the registration statement or the initiation of any proceedings by any Person for that purpose; and

(4) the receipt by the Company of any notification with respect to the suspension of the qualification of any Registrable Securities for sale under the securities or blue sky laws of any jurisdiction or the initiation or threat of any proceeding for such purpose;

(x) (A) promptly notify each Selling Holder, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, upon discovery that the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and (B) upon such discovery and at the request of any Selling Holder, promptly prepare and furnish to such seller a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, provided, that to the extent the Company

delivers a Material Event Notice to such Selling Holder, such supplement or amendment shall be prepared and furnished within 60 days of such discovery (or within such shorter period that ends upon public disclosure of the material transaction that necessitated such Material Event Notice); provided, however, that, notwithstanding anything to the contrary herein, the Company shall not be permitted to exercise its right to deliver a Material Event Notice more than two times during any 12 month period;

(xi) make every reasonable effort to obtain the withdrawal of any order suspending the effectiveness of such registration statement;

(xii) otherwise use reasonable best efforts to comply with all applicable rules and regulations of the Commission, and make available to Selling Holders, as soon as reasonably practicable, an earnings statement of the Company covering the period of at least 12 months, but not more than 18 months, beginning with the first day of the Company's first full quarter after the effective date of such registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder;

(xiii) use its reasonable best efforts to assist Stockholders who made a request to the Company to provide for a third party "market maker" for the Common Stock; provided, however, that the Company shall not be required to serve as such "market maker";

(xiv) cooperate with the Selling Holders and the managing underwriter to facilitate the timely preparation and delivery of certificates (which shall not bear any restrictive legends unless required under applicable law) representing securities sold under any registration statement, and enable such securities to be in such denominations and registered in such names as the managing underwriter or such Selling Holders may request and keep available and make available to the Company's transfer agent prior to the effectiveness of such registration statement a supply of such certificates; and

(xv) subject to Section 2.3(a), have appropriate officers of the Company prepare and make presentations at any "road shows" (including before analysts and rating agencies), take other actions to obtain ratings for any Registrable Securities (if they are eligible to be rated) and otherwise use its reasonable best efforts to cooperate as reasonably requested by the Selling Holders and the underwriters in the offering, marketing or selling of the Registrable Securities, provided that, notwithstanding anything to the contrary herein, the Company and its management shall, to the extent requested by the managing underwriter and subject to Section 2.3(a), participate in such "road shows" in a customary manner.

The Company may require each Selling Holder and each underwriter, if any, to furnish the Company in writing such information regarding each Selling Holder or underwriter and the distribution of such Registrable Securities as the Company may from time to time reasonably

request to complete or amend the information required by such registration statement or comply with applicable laws. In addition, the Company may require each Selling Holder to execute custody arrangements and other customary agreements (other than powers-of-attorney) appropriate to facilitate any offering of Registrable Securities.

(b) Underwriting. Without limiting any of the foregoing, in the event that any offering of Registrable Securities is to be made by or through an underwriter, the Company, if requested by such underwriter, shall enter into an underwriting agreement with a managing underwriter or underwriters in connection with such offering containing representations, warranties, indemnities and agreements customarily included (but not inconsistent with the covenants and agreements of the Company contained herein) by an issuer of common stock in underwriting agreements with respect to offerings of common stock for the account of, or on behalf of, such issuers, and customary in form and substance.

(c) Return of Prospectuses. Each Selling Holder agrees that upon receipt of any notice from the Company of the happening of any event of the kind described in Section 2.7(a)(x)(A), such Selling Holder shall forthwith (i) discontinue such Selling Holder's disposition of Registrable Securities pursuant to the applicable registration statement and prospectus relating thereto until (A) such Selling Holder's receipt of the copies of the supplemented or amended prospectus contemplated by Section 2.7(a)(x) or (B) such supplemented or amended prospectus has been filed with the Commission, and (ii) if so directed by the Company, deliver to the Company, at the Company's expense, all copies, other than permanent file copies, then in such Selling Holder's possession of the prospectus covering Registrable Securities at the time of receipt of such notice. In the event the Company gives such notice, any applicable 60-day or three-year period during which the applicable registration statement must remain effective pursuant to this Agreement shall be extended by the number of days during the period from the date of giving of such notice to the date when all Selling Holders shall receive such a supplemented or amended prospectus or such prospectus shall have been filed with the Commission.

Section 2.8 Registration Expenses. All expenses incident to the Company's performance of, or compliance with, its obligations under this Agreement including, without limitation, all (a) registration and filing fees, all fees and expenses of compliance with securities and "blue sky" laws, (b) fees and expenses associated with filings required to be made with the NASD (including, if applicable, the fees and expenses of any "qualified independent underwriter" as such term is defined in Schedule E of the by-laws of the NASD), (c) printing (including, without limitation, expenses of printing certificates for the Registrable Securities in a form eligible for deposit with the Depository Trust Company and of printing prospectuses if the printing of prospectuses is requested by a holder of Registrable Securities) and copying expenses, (d) messenger and delivery expenses and (e) fees and expenses of the Company's independent certified public accountants and counsel (including, without limitation, with respect to "comfort" letters and opinions) (collectively, the "Registration Expenses") shall be borne by the Company, regardless of whether a registration is effected; provided, however, that each Selling Holder shall pay (i) its portion of all underwriting discounts, commissions and transfer taxes, if any, relating to the sale of such Selling Holder's Registrable Securities and (ii) all fees and expenses of its outside counsel incurred in connection with any registration or offering. The Company will pay its internal expenses (including, without limitation, all salaries and expenses

of its officers and employees performing legal or accounting duties, the expense of any annual audit and the expense of any liability insurance) and the expenses and fees for listing the securities to be registered on each securities exchange and included in each established over-the-counter market on which similar securities issued by the Company are then listed or traded.

Section 2.9 Indemnification.

(a) By the Company. The Company agrees to indemnify and hold harmless, to the fullest extent permitted by law, (i) each Selling Holder and its Affiliates, officers, directors, employees, managers, partners and agents (collectively, the "Selling Indemnified Persons") and (ii) each Person who controls (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) any such Selling Indemnified Person, in each case, from and against all losses, claims, damages, liabilities and expenses (including reasonable expenses of investigation and reasonable attorneys' fees and expenses) (collectively, "Losses") caused by, resulting from or relating to (A) any untrue statement (or alleged untrue statement) of a material fact contained in any registration statement, prospectus or preliminary prospectus or Free Writing Prospectus or any amendment or supplement thereto or (B) any omission (or alleged omission) of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, in each case, except insofar as the same are caused by any information furnished in writing to the Company by any Selling Indemnified Persons expressly for use therein. In connection with an Underwritten Offering and without limiting any of the Company's other obligations under this Agreement, the Company shall also provide customary indemnities to (i) such underwriters and their Affiliates, officers, directors, employees and agents (collectively, the "Underwriter Indemnified Persons") and (ii) each Person who controls (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) any such Underwriter Indemnified Person to the same extent as provided above with respect to the indemnification (and exceptions thereto) of the Selling Indemnified Person and the Person controlling such Selling Indemnified Persons. Reimbursements payable pursuant to the indemnification contemplated by this Section 2.9(a) will be made by periodic payments during the course of any investigation or defense, as and when bills are received or expenses incurred.

(b) By the Selling Holders. In connection with any registration statement in which a holder of Registrable Securities is participating, each such Selling Holder will furnish to the Company in writing information regarding such Selling Holder's ownership of Registrable Securities and its intended method of distribution thereof and, to the extent permitted by law, shall, severally and not jointly, indemnify (i) the Company and its Affiliates, directors, officers, employees and agents (collectively, the "Crown Indemnified Persons") and (ii) each Person who controls (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) any such Crown Indemnified Person against all Losses caused by (A) any untrue statement of material fact contained in the registration statement, prospectus or preliminary prospectus or Free Writing Prospectus or any amendment or supplement thereto or (B) any omission of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, but, in each case, only to the extent that such untrue statement or omission is caused by any information furnished in writing by any Selling Indemnified Person expressly for use therein; provided, however, that each Selling Holder's obligation to indemnify the Company hereunder shall, to the extent more than

one Selling Holder is subject to the same indemnification obligation, be apportioned between each Selling Holder based upon the net amount received by each Selling Holder from the sale of Registrable Securities, as compared to the total net amount received by all of the Selling Holders of Registrable Securities sold pursuant to such registration statement. Notwithstanding the foregoing, no Selling Holder shall be liable to the Company for amounts in excess of the lesser of (x) such apportionment and (y) the amount received by such holder in the offering giving rise to such liability. In connection with an Underwritten Offering and without limiting any of other obligations of the Selling Holders under this Agreement, the Selling Holders shall also provide customary indemnities to (i) such Underwriter Indemnified Persons and (ii) each Person who controls (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) any such Underwriter Indemnified Person to the same extent as provided above with respect to the indemnification (and exceptions thereto) of the Company Indemnified Person and the Person controlling such Company Indemnified Persons. Reimbursements payable pursuant to the indemnification contemplated by this Section 2.9(b) will be made by periodic payments during the course of any investigation or defense, as and when bills are received or expenses incurred.

(c) Notice. Any Person entitled to indemnification hereunder shall give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification; provided, however, that the failure to give such notice shall not release the indemnifying party from its obligation, except to the extent that the indemnifying party has been materially prejudiced by such failure to provide such notice on a timely basis.

(d) Defense of Actions. In any case in which any such action is brought against any indemnified party, and it notifies an indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein, and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, assume the defense thereof, with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not (so long as it shall continue to have the right to defend, contest, litigate and settle the matter in question in accordance with this paragraph) be liable to such indemnified party hereunder for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation, supervision and monitoring (unless (i) such indemnified party reasonably objects to such assumption on the grounds that there may be defenses available to it that are different from or in addition to the defenses available to such indemnifying party or (ii) the indemnifying party shall have failed within a reasonable period of time to assume such defense and the indemnified party is or is reasonably likely to be prejudiced by such delay, in either event the indemnified party shall be promptly reimbursed by the indemnifying party for the expenses incurred in connection with retaining separate legal counsel). An indemnifying party shall not be liable for any settlement of an action or claim effected without its consent. The indemnifying party shall lose its right to defend, contest, litigate and settle a matter if it shall fail to diligently contest such matter (except to the extent settled in accordance with the next following sentence). No matter shall be settled by an indemnifying party without the consent of the indemnified party, which consent shall not be unreasonably withheld (it being understood that the indemnified party shall not be deemed to be unreasonable in withholding its consent if the proposed settlement imposes any obligation on the indemnified party other than the payment of money).

(e) Survival. The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified Person and will survive the transfer of the Registrable Securities and the termination of this Agreement.

(f) Contribution. If recovery is not available under the foregoing indemnification provisions for any reason or reasons other than as specified therein, any Person who would otherwise be entitled to indemnification by the terms thereof shall nevertheless be entitled to contribution with respect to any Losses with respect to which such Person would be entitled to such indemnification but for such reason or reasons. In determining the amount of contribution to which the respective Persons are entitled, there shall be considered the Persons' relative knowledge and access to information concerning the matter with respect to which the claim was asserted, the opportunity to correct and prevent any statement or omission, and other equitable considerations appropriate under the circumstances. It is hereby agreed that it would not necessarily be equitable if the amount of such contribution were determined by pro rata or per capita allocation. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not found guilty of such fraudulent misrepresentation. Notwithstanding the foregoing, no Selling Holder or transferee thereof shall be required to make a contribution in excess of the net amount received by such holder from its sale of Registrable Securities in connection with the offering that gave rise to the contribution obligation.

(g) Request for Information. Not less than five business days before the expected filing date of each registration statement pursuant to this Agreement, the Company shall notify each Stockholder who has timely provided the requisite notice hereunder entitling the Stockholder to register Registrable Securities in such registration statement of the information, documents and instruments from such Stockholder that the Company or any underwriter reasonably requests in connection with such registration statement, including, but not limited to, a questionnaire, custody agreement, power of attorney, lock-up letter and underwriting agreement (the "Requested Information"). If the Company has not received, on or before the second day before the expected filing date, the Requested Information from such Stockholder, the Company may file the Registration Statement without including Registrable Securities of such Stockholder. The failure to so include in any registration statement the Registrable Securities of a Stockholder (with regard to that registration statement) shall not in and of itself result in any liability on the part of the Company to such Stockholder.

Section 2.10 No Grant of Future Registration Rights. The Company shall not grant any shelf, demand, piggyback or incidental registration rights that are senior to the rights granted to the Stockholders hereunder to any other Person without the prior written consent of a majority (based on the number of Registrable Securities held) of the Stockholders.

ARTICLE III

BOARD OF DIRECTORS

Section 3.1 Board.

(a) At the Effective Time, the board of directors of the Company (the "Board") initially shall comprise thirteen directors, three of whom shall be designated in accordance with this Article III.

(b) At the Effective Time, Fortress shall be entitled to designate one director to the Board as a Class II director (the "Fortress Director"). The initial Fortress Director will be Wesley Edens, unless otherwise designated in writing by Fortress prior to the Effective Time (such alternative designee subject to the approval of the Company, not to be unreasonably withheld). If Fortress and its Related Stockholders collectively own more than 3.0% of the outstanding shares of Common Stock at the time first occurring after the Effective Time that the Board, or any committee thereof, including the nominating & corporate governance committee, nominates Class II directors for election to the Board at a meeting of the stockholders of the Company, the Board or such committee, as applicable, shall, at such time, nominate the Fortress Director (or such other individual as may be designated in writing by Fortress, subject to the approval of the Company, not to be unreasonably withheld. Thereafter, neither the Board nor any committee thereof, including the nominating & corporate governance committee, shall have any obligation to nominate the Fortress Director for election to the Board at any time.

(c) At the Effective Time, Greenhill shall be entitled to designate one director to the Board as a Class I director (the "Greenhill Director"). The initial Greenhill Director will be Robert Niehaus, unless otherwise designated in writing by Greenhill prior to the Effective Time (such alternative designee subject to the approval of the Company, not to be unreasonably withheld). If Greenhill and its Related Stockholders collectively own more than 3.0% of the outstanding shares of Common Stock at the time first occurring after the Effective Time that the Board, or any committee thereof, including the nominating & corporate governance committee, nominates Class I directors for election to the Board at a meeting of the stockholders of the Company, the Board or such committee, as applicable, shall, at such time, nominate the Greenhill Director (or such other individual as may be designated in writing by Greenhill, subject to the approval of the Company, not to be unreasonably withheld. Thereafter, neither the Board nor any committee thereof, including the nominating & corporate governance committee, shall have any obligation to nominate the Greenhill Director for election to the Board at any time.

(d) At the Effective Time, Abrams shall be entitled to designate one director to the Board as a Class III director (the "Abrams Director"). The initial Abrams Director will be David Abrams, unless otherwise designated in writing by Abrams prior to the Effective Time (such alternative designee subject to the approval of the Company, not to be unreasonably withheld). If Abrams and its Related Stockholders collectively own more than 3.0% of the outstanding shares of Common Stock at the time first occurring after the Effective Time that the Board, or any committee thereof, including the nominating & corporate governance committee, nominates Class III directors for election to the Board at a meeting of the stockholders of the

Company, the Board or such committee, as applicable, shall, at such time, nominate the Abrams Director (or such other individual designated in writing by Abrams, subject to the approval of the Company, not to be unreasonably withheld. Thereafter, neither the Board nor any committee thereof, including the nominating & corporate governance committee, shall have any obligation to nominate the Abrams Director for election to the Board at any time.

(e) In the event that any designee of Fortress, Greenhill or Abrams shall for any reason cease to serve as a member of the Board during his or her term of office, the resulting vacancy on the Board shall be filled by an individual designated by Fortress, Greenhill or Abrams, as the case may be, subject to the approval of the Company, not to be unreasonably withheld.

(f) Notwithstanding the foregoing provisions of this Section 3.1, no individual (i) designated by a Global Stockholder to be a member of the Board at the Effective Time shall become a member of the Board or (ii) nominated by a Global Stockholder to become a member of the Board shall be submitted to the Company's stockholders for election to the Board, in each case, if such individual is ineligible to serve as a member of the Board pursuant to the Company's Restated Certificate of Incorporation (as amended from time to time, the "Certificate of Incorporation"), Amended and Restated By-laws (as amended from time to time, the "By-laws"), a copy of which has been provided to each Global Stockholder, applicable listing standards of the NYSE or any other applicable law, rule or regulation, provided that after the Effective Time, the Company will not amend the By-laws or its corporate governance guidelines, in each case with respect to eligibility of members of the Board, without the approval of such Global Stockholder or its designee, if such amendment's sole purpose is to make such Global Stockholder's designee or nominee ineligible to serve as a member of the Board.

Section 3.2 Committee Membership. So long as any Global Stockholder has a designee serving as a director on the Board pursuant to this Agreement, such Global Stockholder shall have the right to have such director sit on the compensation committee, nominating & corporate governance committee, audit committee and any other committee (other than the strategy committee) of the Board. In addition, so long as Fortress has a designee serving as a director on the Board pursuant to this Agreement, Fortress shall have the right to have such director sit on the strategy committee of the Board. Notwithstanding the foregoing, if any director designated or nominated by a Global Stockholder pursuant to this Agreement is not eligible for membership on a committee on which such director is entitled to sit pursuant to this Section 3.2 under the Certificate of Incorporation, By-laws, the Company's corporate governance guidelines, applicable listing standards of the NYSE or any other applicable law, rule or regulation (provided that after the Effective Time, the Company will not amend the By-laws or its corporate governance guidelines, in each case with respect to eligibility of members of the Board, without the approval of such Global Stockholder or its designee, if such amendment's sole purpose is to make such Global Stockholder's designee or nominee ineligible to serve as a member of the Board), then (a) such committee of the Board shall include such director only when so permitted by such organizational document, guideline, listing standard, law, rule or regulation, provided that the Company shall use commercially reasonable efforts to permit the inclusion of such director on such committee, including, without limitation, causing an increase in the number of directors on such committee, and (b) in lieu of such director's membership on such committee, such Global Stockholder shall be entitled to designate a representative to attend

and observe such committee meetings, provided that such attendance and observation is not prohibited by the Certificate of Incorporation, the By-laws, the Company's corporate governance guidelines, applicable listing standards of the NYSE or any other applicable law, rule or regulation.

ARTICLE IV

ADDITIONAL AGREEMENTS

Section 4.1 Lock-Up Period. Notwithstanding anything to the contrary set forth in this Agreement, during the period beginning at the Effective Time and continuing to and including 90 days from the Effective Time, each Global Stockholder agrees not to offer, sell, contract to sell or otherwise dispose of any Registrable Securities (other than Registrable Securities to be sold in the Initial Marketed Secondary Offering) other than to its Related Stockholders who agree to be bound by the provision of this Section 4.1, provided that, notwithstanding the foregoing, Abrams may dispose of up to two million Registrable Securities no later than five days after actual receipt thereof in accordance with the Merger Agreement. After that 90 day period and continuing to and including 180 days from the Effective Time, each Global Stockholder and its Related Stockholders may, in addition to any offers, sales, contracts to sell or other dispositions to such Global Stockholder's Related Stockholders, offer, sell, contract to sell or otherwise dispose of an amount of Registrable Securities less than or equal to 50% of the amount of Registrable Securities such Global Stockholder owned as of the Effective Time. No restrictions on the resale of Registrable Securities by the Global Stockholders or their respective Related Stockholders pursuant to this Article IV will remain in effect 180 days after the Effective Time.

Section 4.2 Company Shareholder Rights Agreement. Immediately prior to the execution of this Agreement, the Company amended the Rights Agreement to provide that (a) the acquisition of the Common Stock by the Global Stockholders and any of their respective Affiliates or Associates in the Merger, (b) the exercise by any Global Stockholder or any of its Affiliates or Associates of options to purchase Common Stock or warrants entitling any such Person to purchase Common Stock, in each case, acquired at the Effective Time, (c) Drawbridge Global Macro Master Fund Ltd.'s ownership of the 125,000 shares of Common Stock that it owns as of the date hereof, (d) the transfer of Common Stock (1) by any Global Stockholder to any of its Affiliates or Associates or (2) by any Affiliate or Associate of a Global Stockholder to such Global Stockholder or any other Affiliate or Associate of such Global Stockholder, and (e) the execution of this Agreement and the Support Agreements dated the date of this Agreement, in each case between a Global Stockholder and the Company, and the exercise by the Global Stockholders of any rights hereunder or thereunder, will not result in any of the Global Stockholders or any of their respective Affiliates or Associates being deemed to be an Acquiring Person (as defined in the Rights Agreement). Solely for purposes of this Section 4.2, the terms "Affiliate" and "Associate" shall have the meanings assigned to such terms in the Rights Agreement.

Section 4.3 Ownership of Common Stock. Each Global Stockholder represents and warrants that, except (i) as contemplated by the Merger Agreement and (ii) for the 125,000 shares of Common Stock owned by Drawbridge Global Macro Master Fund Ltd. as of

the date hereof, such Global Stockholder does not, and prior to the Effective Time will not, beneficially own (within the meaning of Rule 13d-3 under the Exchange Act and within the meaning set forth in Section 203 of the General Corporation Law of the State of Delaware) any shares of Common Stock. Each Global Stockholder also represents and warrants that it is not, and covenants and agrees that it will not become, on or before the Effective Time, a party to any contract, arrangement or understanding (other than this Agreement and, with respect to Abrams, any contract, arrangement or understanding entered into by Abrams in connection with the disposition of up to two million Registrable Securities no later than five days after actual receipt thereof in accordance with the Merger Agreement) for the purpose of acquiring, holding, voting or disposing of any shares of Common Stock.

ARTICLE V

MISCELLANEOUS

Section 5.1 Effectiveness. This Agreement shall not be effective prior to the Effective Time, and shall become effective automatically and without further action on the part of any party hereto at the Effective Time, except as otherwise contemplated by Section 2.1(a) hereof.

Section 5.2 Headings. The descriptive headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 5.3 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations by or among the parties hereto (whether written or oral) with respect to the subject matter hereof.

Section 5.4 No Inconsistent Agreements. The Company will not hereafter enter into, and is not currently a party to, any agreement with respect to its securities that is inconsistent with the rights granted to the holders of Registrable Securities by this Agreement or otherwise conflicts with the provisions hereof.

Section 5.5 Further Actions; Cooperation. Each Global Stockholder agrees to use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable to give effect to the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, each Global Stockholder (a) acknowledges that the Global Stockholders will prepare and file with the Commission filings under the Exchange Act, including under Section 13(d) of the Exchange Act, relating to their beneficial ownership (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act as in effect on the date of this Agreement) of the Common Stock, as required by the Exchange Act, and (b) agrees to use its reasonable best efforts to assist and cooperate with the other parties in promptly preparing, reviewing and executing any such filings under the Exchange Act, including any amendments thereto.

Section 5.6 Termination of Certain Rights. Subject to Section 5.18, the rights and obligations hereunder of each Stockholder with respect to the registration rights granted herein will terminate with respect to such Stockholder at such time as such Stockholder no longer meets the definition of a Stockholder under this Agreement (any such Stockholder, a "Disqualified Stockholder"), provided that, if the Company is obligated to maintain the effectiveness of the Shelf Registration Statement pursuant to Section 2.1, any Disqualified Stockholder may sell any of its Registrable Securities under such Shelf Registration Statement for so long as such Shelf Registration Statement is required to remain effective pursuant to Section 2.1; provided, further, that (A) the rights with respect to the breach of any provision hereof by the Company and (B) any registration rights vested or obligations accrued as of the date of such termination to the extent, in the case of registration rights so vested, such Stockholder ceases to meet the definition of a Stockholder under this Agreement subsequent to the vesting of such registration rights as a result of action taken by the Company, in each case, shall survive such termination of rights and obligations.

Section 5.7 Rule 144. The Company covenants that it shall file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the Commission thereunder (or, if it is not required to file such reports, it shall, upon the request of any holder of Registrable Securities, make publicly available other information so long as necessary to permit sales of such Registrable Securities in compliance with Rule 144 under the Securities Act), and it shall take such further reasonable action, to the extent required from time to time to enable any holder of Registrable Securities to sell such Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 under the Securities Act, as such Rule 144 may be amended from time to time, or any similar rule or regulation hereafter adopted by the Commission. Upon the reasonable request of any holder of Registrable Securities, the Company will deliver to such holder a written statement as to whether it has complied with such information and filing requirements.

Section 5.8 Notices. All notices, requests, claims, demands and other communications hereunder shall in writing and shall be given (and shall be deemed to have been duly given upon receipt or, if sent by electronic transmission, with confirmation received) by delivery in person or overnight courier to the respective parties at the following addresses, delivery by facsimile transmission to the respective parties at the following numbers or delivery by electronic mail transmission to the respective parties at the following e-mail addresses, or such other address, number or e-mail address for a party as shall be specified in a notice given in accordance with this Section 5.7:

If to the Company, to:

E. Blake Hawk, Esq.
Crown Castle International Corp.
510 Bering Drive, Suite 600
Houston, Texas 77057

with a copy (which shall not constitute notice) to:

John P. Kelly
Crown Castle USA
2000 Corporate Drive
Canonsburg, Pennsylvania 15317
Facsimile: (724) 416-2000

and

James C. Woolery, Esq.
Stephen L. Burns, Esq.
Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, New York 10019
Fax: (212) 474-3700
E-mail: jwoolery@cravath.com
sburns@cravath.com

If to Fortress, to:

Alan Chesick, Esq.
General Counsel
Fortress Investment Group
1345 Avenue of the Americas, 46th Floor
New York, NY 10105
Fax: (917) 591-8433

with a copy (which shall not constitute notice) to:

Paul M. Reinstein, Esq.
Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, NY 10004 Fax: (212) 859-4000
E-mail: paul.reinstein@friedfrank.com

If to Greenhill, to:

Robert H. Niehaus
Greenhill Capital Partners, LLC
300 Park Avenue
New York, NY 10022
Tel: (212) 389-1500
Fax: (212) 389-1700
E-mail: rniehaus@greenhill-co.com

If to Abrams, to:

David Abrams
Abrams Capital, LLC
222 Berkeley Street, 22nd Floor
Boston, MA 02116
Tel.: (617) 646-6100
Fax: (617) 646-6150

with a copy (which shall not constitute notice) to:

Bill Wall
Abrams Capital, LLC
222 Berkeley Street, 22nd Floor
Boston, MA 02116
Tel.: (617) 646-6111
Fax: (617) 646-6150

Any notice delivered by any party hereto to any other party hereto shall also be delivered to each other party hereto simultaneously with delivery to the first party receiving such notice.

Section 5.9 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws. Each of the parties hereto (a) irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Delaware and of the federal courts sitting in the State of Delaware with respect to all actions and proceedings arising out of or relating to this Agreement and the transactions contemplated hereby, (b) agrees that all claims with respect to any such action or proceeding shall be heard and determined in such courts and agrees not to commence any action or proceeding relating to this Agreement or the transactions contemplated hereby except in such courts, (c) irrevocably and unconditionally waives any objection to the laying of venue of any action or proceeding arising out of this Agreement or the transactions contemplated hereby and irrevocably and unconditionally waives the defense of an inconvenient forum and (d) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other matter provided by law.

Section 5.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

Section 5.11 Successors and Assigns. Except as otherwise provided herein, all the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and enforceable by the parties hereto and their respective permitted successors and assigns under this Section 5.11. The provisions of this Agreement are for the benefit of the Global Stockholders and their respective Related Stockholders and shall not be for the benefit of or enforceable by any transferee of Registrable Securities. This Agreement and the registration rights hereunder may not be assigned to any Person without the prior written consent of the Company. The Company may not assign any of its rights or obligations hereunder without the prior written consent of the Stockholders holding a majority of the Registrable Securities. Notwithstanding the foregoing, no successor or assignee of the Company shall have any rights granted under this Agreement until such Person shall acknowledge its rights and obligations hereunder by a signed written statement of such Person’s acceptance of such rights and obligations.

Section 5.12 Amendments. This Agreement may not be amended, modified or supplemented unless such amendment, modification or supplement is in writing and signed by the Company and Stockholders holding a majority of the Registrable Securities, provided that no amendment may adversely affect the rights in any material respect of any Stockholder that is not a party to such amendment.

Section 5.13 Waiver. The failure of any party to this Agreement to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights. Any waiver (express or implied) of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

Section 5.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Section 5.15 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

Section 5.16 Specific Performance. Each of the parties hereto acknowledges and agrees that the other parties hereto would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties hereto agrees that the other parties hereto shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter, in addition to any other remedy to which it may be entitled, at law or in equity.

Section 5.17 Recapitalizations, Exchanges, Etc. affecting the shares of Common Stock; New Issuances. The provisions of this Agreement shall apply, to the full extent set forth herein with respect to Registrable Securities, to any and all equity or debt securities of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets, or otherwise) that may be issued in respect of, in exchange for, or in substitution of, such Registrable Securities and shall be appropriately adjusted for any stock dividends, splits, reverse splits, combinations, reclassifications, recapitalizations, reorganizations and the like occurring after the date hereof.

Section 5.18 Termination. Upon the mutual consent of all of the parties hereto or upon the later of (a) the termination of the rights and obligations hereunder of each Global Stockholder with respect to the registration rights granted herein pursuant to Section 5.6 and (b) the expiration of the rights and obligations hereunder of each Global Stockholder set forth in Article III, the terms of this Agreement (except for Sections 2.8, 2.9, 5.7, 5.9 and 5.15 and this Section 5.18) shall terminate and be of no further force and effect. Further, if the Merger Agreement terminates in accordance with its terms, this Agreement shall terminate and be of no further force and effect.

Section 5.19 Record of Registrable Securities Ownership. In order to properly give effect to the provisions of this Agreement, (a) each Global Stockholder shall notify the Company of (i) any transfer or distribution of Registrable Securities by such Global Stockholder to any of its Stockholder Associates or (ii) by any member of the Stockholder Group to which such Global Stockholder belongs to any of such Global Stockholder's Stockholder Associates and (b) the Company shall, and shall cause any transfer agent to, maintain a record of transfers of Registrable Securities by the Stockholders, so that the Company is able to identify the Stockholders and the number of Registrable Securities held of record by each such Stockholder at any time. This information shall be made available to any Stockholder as promptly as possible following receipt by the Company of a written request by such Stockholder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective officers thereunto duly as of the date first above written.

COMPANY,

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ John P. Kelly
Name: John P. Kelly
Title: President & CEO

FORTRESS PINNACLE INVESTMENT FUND

By: FIG Advisors LLC

By: /s/ Randal A. Nardone
Name: Randal A. Nardone
Title: Chief Operating Officer

FRIT PINN LLC

By: /s/ Randal A. Nardone
Name: Randal A. Nardone
Title: Vice President and Secretary

FORTRESS REGISTERED INVESTMENT TRUST

By: /s/ Randal A. Nardone
Name: Randal A. Nardone
Title: Chief Operating Officer and Secretary

FRIT HOLDINGS LLC

By: /s/ Randal A. Nardone
Name: Randal A. Nardone
Title: Chief Executive Officer, Chief Operating Officer and Secretary

FIT GSL LLC

By: /s/ Randal A. Nardone
Name: Randal A. Nardone
Title: Chief Operating Officer and Secretary

GREENHILL CAPITAL PARTNERS, LLC

By: /s/ Robert H. Neihaus
Name: Robert H. Neihaus
Title: Chairman

GCP SPV1, LLC

By: GCP Managing Partner, L.P.,
its manager

By: Greenhill Capital Partners, LLC,
its general partner

By: /s/ Robert H. Neihaus
Name: Robert H. Neihaus
Title: Chairman

GCP SPV2, LLC

By: GCP Managing Partner II, L.P.,
its manager

By: Greenhill Capital Partners, LLC,
its general partner

By: /s/ Robert H. Neihaus
Name: Robert H. Neihaus
Title: Chairman

ABRAMS CAPITAL INTERNATIONAL, LTD.,
a Cayman Islands exempted company

By: Pamet Capital Management, LP,
its Investment Manager

By: Pamet Capital Management, LLC,
its General Partner

By: /s/ David Abrams
Name: David Abrams
Title: Managing Member

ABRAMS CAPITAL PARTNERS I, LP, a
Delaware limited partnership

By: Pamet Capital Management, LP,
its Investment Manager

By: Pamet Capital Management, LLC,
its General Partner

By: /s/ David Abrams
Name: David Abrams
Title: Managing Member

ABRAMS CAPITAL PARTNERS II, LP, a
Delaware limited partnership

By: Pamet Capital Management, LP,
its Investment Manager

By: Pamet Capital Management, LLC,
its General Partner

By: /s/ David Abrams
Name: David Abrams
Title: Managing Member

WHITECREST PARTNERS, LP, a
Delaware limited partnership

By: Pamet Capital Management, LP,
its Investment Manager

By: Pamet Capital Management, LLC,
its General Partner

By: /s/ David Abrams
Name: David Abrams
Title: Managing Member

RIVA CAPITAL PARTNERS, LP, a
Delaware limited partnership

By: Abrams Capital Management, LLC,
its Investment Manager

By: /s/ David Abrams
Name: David Abrams
Title: Managing Member

222 PARTNERS, LLC

By: /s/ David Abrams
Name: David Abrams
Title: Managing Member

EXHIBIT 4.2

EXECUTION COPY

AMENDMENT No. 1 dated as of October 5, 2006 (this "Amendment"), to the Amended and Restated Rights Agreement dated as of September 18, 2000 (the "Rights Agreement"; capitalized terms used but not defined herein shall have the meanings set forth in the Rights Agreement), between CROWN CASTLE INTERNATIONAL CORP. ("Crown") and MELLON INVESTOR SERVICES LLC, as Rights Agent (as successor to ChaseMellon Shareholder Services, L.L.C., the "Rights Agent").

WHEREAS Crown, CCGS Holdings LLC, a Delaware limited liability company, and Global Signal Inc., a Delaware corporation ("Global"), have proposed to enter into an Agreement and Plan of Merger to be dated the date hereof (the "Merger Agreement");

WHEREAS Crown desires to amend the Rights Agreement to render the Rights inapplicable to the Merger (as defined in the Merger Agreement) and the other transactions contemplated by the Transaction Agreements (as defined in the Merger Agreement);

WHEREAS Crown deems this Amendment to be necessary and desirable and in the best interests of the holders of the Rights and has duly approved this Amendment; and

WHEREAS Section 26 of the Rights Agreement permits Crown and the Rights Agent at any time prior to the time any person becomes an Acquiring Person to amend the Rights Agreement in the manner provided herein.

NOW, THEREFORE, Crown and the Rights Agent agree as follows:

SECTION 1. Amendments to the Rights Agreement. The Rights Agreement is hereby amended as follows:

(a) Section 3(b) of the Rights Agreement is hereby amended to add the following paragraph at the end thereof:

"Notwithstanding anything in this Rights Agreement to the contrary, none of the Global Stockholders nor any of their respective Affiliates or Associates shall become an Acquiring Person, either individually or collectively, no Distribution Date shall occur, no Rights shall separate from the shares of Common Stock or otherwise become exercisable and no adjustment shall be made pursuant to Section 11, in each case solely by virtue of (i) the announcement of the Merger, (ii) the acquisition by the Global Stockholders or any of their respective Affiliates or Associates of Common Stock pursuant to the Merger or the Merger Agreement, (iii) the execution of the Merger Agreement, the Stockholders Agreement or the Support Agreements, (iv) the consummation of the Merger or of the other transactions contemplated by the Merger Agreement, the Stockholders Agreement or the Support Agreements, (v) the transfer of Common Stock (a) by any Global Stockholder to any of its Affiliates or Associates or (b) by any Affiliate or Associate of a Global Stockholder to such Global Stockholder or any other Affiliate or Associate of such Global Stockholder, (vi) the exercise by any Global Stockholder or any of its Affiliates or Associates of (x) options to purchase Common Stock or (y) warrants entitling

such Global Stockholder (or Affiliate or Associate thereof, as applicable) to purchase Common Stock, which options and warrants were acquired at the effective time of the Merger pursuant to the Merger or the Merger Agreement, or (vii) Drawbridge Global Macro Master Fund Ltd.'s ownership of the 125,000 shares of Common Stock that it owns as of October 5, 2006. For the avoidance of doubt, any shares of Common Stock sold, transferred or otherwise disposed of by Drawbridge Global Macro Master Fund Ltd. after October 5, 2006, shall reduce on a share-for-share basis the number of shares of Common Stock that Drawbridge Global Macro Master Fund Ltd. is permitted to own in reliance on the foregoing sentence."

(b) The following definitions shall be added to Section 1 of the Rights Agreement in the proper alphabetical order:

"Global Stockholders" shall have the meaning ascribed to such term in the Stockholders Agreement.

"Merger" shall have the meaning ascribed to such term in the Merger Agreement.

"Merger Agreement" shall mean the Agreement and Plan of Merger dated as of October 5, 2006, by and among the Company, CCGS Holdings LLC and Global Signal Inc.

"Stockholders Agreement" shall mean the Stockholders Agreement dated as of October 5, 2006, by and among the Company and the Global Stockholders.

"Support Agreements" shall mean the Support Agreements dated as of October 5, 2006, between the Company and the Global Stockholders.

SECTION 2. Full Force and Effect. Except as expressly amended hereby, all of the provisions of the Rights Agreement are hereby ratified and confirmed to be in full force and effect in accordance with the provisions thereof on the date hereof.

SECTION 3. Governing Law. This Amendment shall be governed by and construed in accordance with the law of the State of Delaware applicable to contracts to be made and performed entirely within such State; provided, however, that all provisions regarding the rights, duties and obligations of the Rights Agent shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely with such State.

SECTION 4. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

IN WITNESS WHEREOF, Crown Castle International Corp. and the Rights Agent have caused this Amendment to be duly executed as of the day and year first above written.

CROWN CASTLE INTERNATIONAL CORP.,

by /s/ John P. Kelly
Name: John P. Kelly
Title: President & CEO

MELLON INVESTOR SERVICES LLC,

by /s/ Patricia T. Knight
Name: Patricia T. Knight
Title: Client Relationship Executive

Exhibit 10.1

EXECUTION COPY

SUPPORT AGREEMENT dated as of October 5, 2006, between CROWN CASTLE INTERNATIONAL CORP., a Delaware corporation ("Crown"), and the parties listed on Schedule A hereto (collectively, the "Stockholder") (the "Agreement").

WHEREAS Crown, CCGS Holdings LLC, a Delaware limited liability company ("Merger Sub"), and Global Signal Inc., a Delaware corporation ("Global"), propose to enter into an Agreement and Plan of Merger dated as of the date hereof (as the same may be amended or supplemented, the "Merger Agreement"; capitalized terms used but not defined herein shall have the meanings set forth in the Merger Agreement) providing for the merger of Global with and into Merger Sub, with Merger Sub as the surviving entity and a direct, wholly-owned subsidiary of Crown;

WHEREAS the Stockholder owns at least the number of shares of Global Common Stock set forth on Schedule A hereto (subject to Section 4(c), such shares of Global Common Stock being referred to herein as the "Subject Shares" of the Stockholder); and

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, Crown has requested that the Stockholder enter into this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to Crown as follows:

(a) Authority; Execution and Delivery; Enforceability. The Stockholder has all requisite power and authority to execute this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by the Stockholder of this Agreement and consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Stockholder. The Stockholder has duly executed and delivered this Agreement and, assuming the due authorization, execution and delivery of this Agreement by Crown, this Agreement constitutes the legal, valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights and remedies of creditors generally and to the effect of general principles of equity. The execution and delivery by the Stockholder of this Agreement do not, and the consummation of the transactions contemplated hereby and compliance with the terms hereof will not, conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of the Stockholder under, any provision of any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Stockholder is a party or by which any properties or assets of the Stockholder are bound or, subject to the filings and other matters referred to in the next sentence, any provision of any Order or Law applicable to the Stockholder or the properties or assets of the Stockholder. No consent, approval, order, authorization or permit of, or registration, declaration or filing with, or notification to, any Governmental Entity is required to be obtained or made by or with respect

to the Stockholder in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby, other than (i) compliance with and filings under the HSR Act, if applicable to the Stockholder's receipt in the Merger of Crown Common Stock, and (ii) such reports under Sections 13(d) and 16 of the Exchange Act as may be required in connection with this Agreement and the transactions contemplated hereby. No trust of which the Stockholder is a trustee requires the consent of any beneficiary to the execution and delivery of this Agreement or to the consummation of the transactions contemplated hereby.

(b) The Subject Shares. The Stockholder is the record and beneficial owner of and has good and marketable title to, the Subject Shares set forth opposite its name on Schedule A attached hereto, free and clear of any Liens, except for pledges in favor of the lenders pursuant to credit agreements in place as of the date hereof between the Stockholder and such lenders (any such pledge, an "Existing Pledge"). The Stockholder has the sole right to vote such Subject Shares, and none of such Subject Shares is subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of such Subject Shares, except as contemplated by this Agreement. The Stockholder further represents that any proxies heretofore given in respect of the Stockholder's Subject Shares are revocable, and represents and declares that all such proxies are hereby revoked.

SECTION 2. Representations and Warranties of Crown. Crown hereby represents and warrants to the Stockholder as follows: Crown has all requisite corporate power and authority to execute this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by Crown of this Agreement and consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Crown. Crown has duly executed and delivered this Agreement and, assuming the due authorization, execution and delivery of this Agreement by the Stockholder, this Agreement constitutes the legal, valid and binding obligation of Crown, enforceable against Crown in accordance with its terms subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights and remedies of creditors generally and to the effect of general principles of equity. The execution and delivery by Crown of this Agreement do not, and the consummation of the transactions contemplated hereby and compliance with the terms hereof will not, conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of Crown under, any provision of any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Crown is a party or by which any properties or assets of Crown are bound or, subject to the filings and other matters referred to in the next sentence, any provision of any Order or Law applicable to Crown or the properties or assets of Crown.

SECTION 3. Covenants of the Stockholder. The Stockholder covenants and agrees as follows:

(a) (1) At any meeting of the stockholders of Global called to seek the Global Stockholder Approval or in any other circumstances upon which a vote, consent or other approval (including by written consent) with respect to the Merger Agreement, any other Transaction Agreement, the Merger or any other transactions contemplated by the Merger

Agreement or any other Transaction Agreement (such other transactions, "Related Transactions") is sought, the Stockholder shall, including by executing a written consent solicitation if requested by Crown, vote (or cause to be voted) the Subject Shares of the Stockholder in favor of granting the Global Stockholder Approval.

(2) **IRREVOCABLE PROXY.** The Stockholder hereby irrevocably grants to, and appoints, Crown and any designee of Crown, and each of them individually, as the Stockholder's proxy and attorney-in-fact (with full power of substitution and resubstitution), for and in the name, place and stead of the Stockholder, to vote the Subject Shares of the Stockholder, or grant a consent or approval in respect of the Subject Shares of the Stockholder in a manner consistent with this Section 3. The Stockholder understands and acknowledges that Crown is entering into the Merger Agreement in reliance upon the Stockholder's execution and delivery of this Agreement. The Stockholder hereby affirms that the irrevocable proxy set forth in this Section 3(a) is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of the Stockholder under this Agreement. The Stockholder hereby further affirms that the irrevocable proxy is coupled with an interest and may under no circumstances be revoked. The Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. Such irrevocable proxy is executed and intended to be irrevocable in accordance with the provisions of Section 212(e) of the DGCL. Notwithstanding anything to the contrary herein, the irrevocable proxy granted hereunder shall automatically terminate upon the termination of this Agreement.

(b) At any meeting of stockholders of Global or at any adjournment thereof or in any other circumstances upon which the Stockholder's vote, consent or other approval is sought, the Stockholder shall vote (or cause to be voted) the Subject Shares of the Stockholder against, and shall not consent to (and shall cause the Subject Shares of the Stockholder not to be consented to), any of the following (or any agreement to enter into, effect, facilitate or support any of the following): (i) any merger agreement or merger (other than the Merger Agreement and the Merger), consolidation, combination, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by Global, (ii) any Global Takeover Proposal and/or (iii) any amendment of the Global Certificate of Incorporation or the Global Bylaws or other proposal or transaction involving Global or any Global Subsidiary, which amendment or other proposal or transaction would in any manner impede, frustrate, prevent or nullify any provision of the Merger Agreement or any other Transaction Agreement, the Merger or any Related Transaction or change in any manner the voting rights of any capital stock of Global (collectively, "Frustrating Transactions"). The Stockholder shall not commit or agree to take any action inconsistent with the foregoing.

(c) Other than this Agreement, the Stockholder shall not (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, "Transfer"), or enter into any contract, option or other arrangement (including any profit sharing arrangement) with respect to the Transfer of, any shares of Global Common Stock to any person (other than (1) pursuant to the Merger, (2) any pledges of Global Common Stock in favor of the lenders in connection with amendments to or refinancings of the credit agreements underlying the Existing Pledges ("Future Pledges"; together with the Existing Pledges, the "Pledges"), provided that the number of shares of Global Common Stock subject to all Pledges shall not at any time exceed the number of

shares of Global Common Stock pledged under the Existing Pledges as of the date hereof, or (3) subject to Section 4(c), pursuant to any foreclosures on any Pledges, or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to any shares of Global Common Stock and shall not commit or agree to take any of the foregoing actions.

(d) The Stockholder shall not, nor shall it authorize or permit any officer, director or employee of, or any investment banker, attorney or other adviser or representative of, the Stockholder to, directly or indirectly, (i) solicit, initiate, encourage or take any other action to facilitate any inquiries with respect to a potential Global Takeover Proposal or Frustrating Transaction or the submission of any Global Takeover Proposal or Frustrating Transaction, (ii) enter into any agreement with respect to any Global Takeover Proposal or Frustrating Transaction or (iii) enter into, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes or may lead to any Global Takeover Proposal or Frustrating Transaction. The Stockholder promptly shall advise Crown orally and in writing of any Global Takeover Proposal or Frustrating Transaction or inquiry made to the Stockholder with respect to or that could lead to any Global Takeover Proposal or Frustrating Transaction, the identity of the person making any such Global Takeover Proposal, Frustrating Transaction or inquiry and the material terms of any such Global Takeover Proposal, Frustrating Transaction or inquiry.

(e) The Stockholder shall not, nor shall the Stockholder authorize or permit any investment banker, attorney or other adviser or representative of the Stockholder to, issue any press release or make any other public statement with respect to this Agreement, the Merger Agreement, any other Transaction Agreements, the Merger or any Related Transactions without the prior written consent of Crown, except as may be required by applicable Law or Order.

(f) The Stockholder hereby (i) waives, and agrees not to exercise or assent to, any appraisal rights under Section 262 in connection with the Merger and (ii) agrees not to commence or participate in, and to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against Global, Crown or any of their respective successors relating to the negotiation, execution and delivery of this Agreement or the Merger Agreement or the consummation of the Merger or any Related Transactions (other than (1) any claims against Crown (or its successors) to the extent relating to or based upon any alleged breach by Crown of the Merger Agreement, the Stockholders Agreement or this Agreement, (2) any federal or state law claims against Crown (or its successors) to the extent relating to or based upon any alleged delivery or supply of incorrect or misleading information, or failure or omission to deliver or supply information, by Crown to Global or its stockholders or (3) any claims against Crown (or its successors) to the extent relating to or based upon any alleged violation of federal or state securities laws in connection with the transactions contemplated by the Merger Agreement or the Related Transactions, including without limitation the Merger or the issuance of Crown securities pursuant thereto).

SECTION 4. Termination. (a) This Agreement shall terminate upon the earliest of (i) the termination of this Agreement by the mutual written consent of Crown and the Stockholder, (ii) the Effective Time and (iii) the termination of the Merger Agreement in accordance with its terms.

(b) Notwithstanding the foregoing, (i) termination of this Agreement shall not prevent any party hereunder from seeking any remedies (at law or in equity) against any other party hereto for such party's breach of this Agreement and (ii) Sections 3(f) and 6 of this Agreement shall survive the termination of this Agreement. In no event shall any of the representations, warranties, covenants and other agreements in this Agreement (other than the covenants and other agreements set forth in Sections 3(f) and 6), including any rights arising out of any breach of such representations, warranties, covenants and other agreements (other than the covenants and other agreements set forth in Sections 3(f) and 6), survive the Effective Time.

(c) Notwithstanding anything to the contrary herein, in the event of a foreclosure pursuant to a Pledge on any shares of Global Common Stock beneficially owned by the Stockholder that are Subject Shares, such shares of Global Common Stock shall immediately and without any action by any party hereto cease to be deemed Subject Shares for any purpose under this Agreement; provided, however, that any shares of Global Common Stock beneficially owned by the Stockholder at the time of such foreclosure that are not Subject Shares and are not subject to such foreclosure shall immediately and without any action by any party hereto be deemed Subject Shares for all purposes under this Agreement; provided further, however, that in no event shall the number of shares of Global Common Stock so substituted exceed the number of Subject Shares being replaced.

SECTION 5. Additional Matters. (a) The Stockholder shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as Crown may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

(b) The Stockholder is executing this Agreement solely in its capacity as the record holder and beneficial owner of such Stockholder's shares of Global Common Stock, and nothing in this Agreement shall limit or otherwise restrict any officer or director of the Stockholder or any of its Affiliates from taking or not taking any action in his or her capacity as an officer of Global or any Global Subsidiary or a member of the Global Board (or any committee thereof) or the board of directors of any Global Subsidiary (or any committee thereof).

SECTION 6. General Provisions.

(a) Amendments. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

(b) Notice. All notices and other communications hereunder shall be in writing and shall be deemed given (and shall be deemed to have been given upon receipt) if delivered personally or sent by overnight courier (providing proof of delivery) to Crown in accordance with Section 8.13 of the Merger Agreement and to the Stockholder at its address set forth on Schedule A hereto (or at such other address for a party as shall be specified by like notice).

(c) Interpretation. When a reference is made in this Agreement to a Section or subsection, such reference shall be to a Section or subsection of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall

not affect in any way the meaning or interpretation of this Agreement. Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”.

(d) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

(e) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement. This Agreement shall become effective against Crown when one or more counterparts have been signed by Crown and delivered to the Stockholder. This Agreement shall become effective against the Stockholder when one or more counterparts have been executed by the Stockholder and delivered to Crown. Each party need not sign the same counterpart.

(f) Entire Agreement; No Third-Party Beneficiaries. This Agreement (i) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and (ii) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(g) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to principles of conflicts of laws.

(h) Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise, by Crown without the prior written consent of the Stockholder or by the Stockholder without the prior written consent of Crown, and any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permissible assigns.

(i) Expenses. All costs and expenses incurred in connection with the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses.

(j) Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Court of Chancery of the State of

Delaware, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto (i) consents to submit itself to the personal jurisdiction of the Court of Chancery of the State of Delaware in the event any dispute arises out of this Agreement or any transaction contemplated hereby, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) agrees that it will not bring any action relating to this Agreement or any transaction contemplated hereby in any court other than the Court of Chancery of the State of Delaware and (iv) waives any right to trial by jury with respect to any claim or proceeding related to or arising out of this Agreement or any transaction contemplated hereby.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each party has duly executed this Agreement, all as of the date first written above.

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ John P. Kelly
Name: John P. Kelly
Title: President & CEO

FORTRESS PINNACLE INVESTMENT FUND

By: FIG Advisors LLC

By: /s/ Randal A. Nardone
Name: Randal A. Nardone
Title: Chief Operating Officer

FRIT PINN LLC

By: /s/ Randal A. Nardone
Name: Randal A. Nardone
Title: Vice President and Secretary

FORTRESS REGISTERED INVESTMENT TRUST

By: /s/ Randal A. Nardone
Name: Randal A. Nardone
Title: Chief Operating Officer and Secretary

FRIT HOLDINGS LLC

By: /s/ Randal A. Nardone
Name: Randal A. Nardone
Title: Chief Executive Officer, Chief Operating Officer and Secretary

FIT GSL LLC

By: /s/ Randal A. Nardone
Name: Randal A. Nardone
Title: Chief Operating Officer and Secretary

SCHEDULE A

Name and Address of Stockholder	**Number of Subject Shares**
Fortress Pinnacle Investment Fund FRIT PINN LLC Fortress Registered Investment Trust FRIT Holdings LLC FIT GSL LLC c/o Fortress Investment Group 1345 Avenue of the Americas, 46th Floor New York, NY 10105 Attn: Alan Chesick, Esq., General Counsel Fax: (917) 591-8433	16,853,490

with a copy (which shall not constitute notice) to:

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, NY 10004
Attn: Paul M. Reinstein, Esq. Fax: (212) 859-4000
E-mail: paul.reinstein@friedfrank.com

Exhibit 10.2

EXECUTION COPY

SUPPORT AGREEMENT dated as of October 5, 2006, between CROWN CASTLE INTERNATIONAL CORP., a Delaware corporation ("Crown"), and the parties listed on Schedule A hereto (collectively, the "Stockholder") (the "Agreement").

WHEREAS Crown, CCGS Holdings LLC, a Delaware limited liability company ("Merger Sub"), and Global Signal Inc., a Delaware corporation ("Global"), propose to enter into an Agreement and Plan of Merger dated as of the date hereof (as the same may be amended or supplemented, the "Merger Agreement"; capitalized terms used but not defined herein shall have the meanings set forth in the Merger Agreement) providing for the merger of Global with and into Merger Sub, with Merger Sub as the surviving entity and a direct, wholly-owned subsidiary of Crown;

WHEREAS the Stockholder owns at least the number of shares of Global Common Stock set forth on Schedule A hereto (subject to Section 4(c), such shares of Global Common Stock being referred to herein as the "Subject Shares" of the Stockholder); and

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, Crown has requested that the Stockholder enter into this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to Crown as follows:

(a) Authority; Execution and Delivery; Enforceability. The Stockholder has all requisite power and authority to execute this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by the Stockholder of this Agreement and consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Stockholder. The Stockholder has duly executed and delivered this Agreement and, assuming the due authorization, execution and delivery of this Agreement by Crown, this Agreement constitutes the legal, valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights and remedies of creditors generally and to the effect of general principles of equity. The execution and delivery by the Stockholder of this Agreement do not, and the consummation of the transactions contemplated hereby and compliance with the terms hereof will not, conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of the Stockholder under, any provision of any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Stockholder is a party or by which any properties or assets of the Stockholder are bound or, subject to the filings and other matters referred to in the next sentence, any provision of any Order or Law applicable to the Stockholder or the properties or assets of the Stockholder. No consent, approval, order, authorization or permit of, or registration, declaration or filing with, or notification to, any Governmental Entity is required to be obtained or made by or with respect

to the Stockholder in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby, other than (i) compliance with and filings under the HSR Act, if applicable to the Stockholder's receipt in the Merger of Crown Common Stock, and (ii) such reports under Sections 13(d) and 16 of the Exchange Act as may be required in connection with this Agreement and the transactions contemplated hereby. No trust of which the Stockholder is a trustee requires the consent of any beneficiary to the execution and delivery of this Agreement or to the consummation of the transactions contemplated hereby.

(b) The Subject Shares. The Stockholder is the record and beneficial owner of and has good and marketable title to, the Subject Shares set forth opposite its name on Schedule A attached hereto, free and clear of any Liens, except for pledges in favor of the lenders pursuant to credit agreements in place as of the date hereof between the Stockholder and such lenders (any such pledge, an "Existing Pledge"). The Stockholder has the sole right to vote such Subject Shares, and none of such Subject Shares is subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of such Subject Shares, except as contemplated by this Agreement. The Stockholder further represents that any proxies heretofore given in respect of the Stockholder's Subject Shares are revocable, and represents and declares that all such proxies are hereby revoked.

SECTION 2. Representations and Warranties of Crown. Crown hereby represents and warrants to the Stockholder as follows: Crown has all requisite corporate power and authority to execute this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by Crown of this Agreement and consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Crown. Crown has duly executed and delivered this Agreement and, assuming the due authorization, execution and delivery of this Agreement by the Stockholder, this Agreement constitutes the legal, valid and binding obligation of Crown, enforceable against Crown in accordance with its terms subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights and remedies of creditors generally and to the effect of general principles of equity. The execution and delivery by Crown of this Agreement do not, and the consummation of the transactions contemplated hereby and compliance with the terms hereof will not, conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of Crown under, any provision of any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Crown is a party or by which any properties or assets of Crown are bound or, subject to the filings and other matters referred to in the next sentence, any provision of any Order or Law applicable to Crown or the properties or assets of Crown.

SECTION 3. Covenants of the Stockholder. The Stockholder covenants and agrees as follows:

(a) (1) At any meeting of the stockholders of Global called to seek the Global Stockholder Approval or in any other circumstances upon which a vote, consent or other approval (including by written consent) with respect to the Merger Agreement, any other Transaction Agreement, the Merger or any other transactions contemplated by the Merger

Agreement or any other Transaction Agreement (such other transactions, "Related Transactions") is sought, the Stockholder shall, including by executing a written consent solicitation if requested by Crown, vote (or cause to be voted) the Subject Shares of the Stockholder in favor of granting the Global Stockholder Approval.

(2) **IRREVOCABLE PROXY.** The Stockholder hereby irrevocably grants to, and appoints, Crown and any designee of Crown, and each of them individually, as the Stockholder's proxy and attorney-in-fact (with full power of substitution and resubstitution), for and in the name, place and stead of the Stockholder, to vote the Subject Shares of the Stockholder, or grant a consent or approval in respect of the Subject Shares of the Stockholder in a manner consistent with this Section 3. The Stockholder understands and acknowledges that Crown is entering into the Merger Agreement in reliance upon the Stockholder's execution and delivery of this Agreement. The Stockholder hereby affirms that the irrevocable proxy set forth in this Section 3(a) is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of the Stockholder under this Agreement. The Stockholder hereby further affirms that the irrevocable proxy is coupled with an interest and may under no circumstances be revoked. The Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. Such irrevocable proxy is executed and intended to be irrevocable in accordance with the provisions of Section 212(e) of the DGCL. Notwithstanding anything to the contrary herein, the irrevocable proxy granted hereunder shall automatically terminate upon the termination of this Agreement.

(b) At any meeting of stockholders of Global or at any adjournment thereof or in any other circumstances upon which the Stockholder's vote, consent or other approval is sought, the Stockholder shall vote (or cause to be voted) the Subject Shares of the Stockholder against, and shall not consent to (and shall cause the Subject Shares of the Stockholder not to be consented to), any of the following (or any agreement to enter into, effect, facilitate or support any of the following): (i) any merger agreement or merger (other than the Merger Agreement and the Merger), consolidation, combination, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by Global, (ii) any Global Takeover Proposal and/or (iii) any amendment of the Global Certificate of Incorporation or the Global Bylaws or other proposal or transaction involving Global or any Global Subsidiary, which amendment or other proposal or transaction would in any manner impede, frustrate, prevent or nullify any provision of the Merger Agreement or any other Transaction Agreement, the Merger or any Related Transaction or change in any manner the voting rights of any capital stock of Global (collectively, "Frustrating Transactions"). The Stockholder shall not commit or agree to take any action inconsistent with the foregoing.

(c) Other than this Agreement, the Stockholder shall not (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, "Transfer"), or enter into any contract, option or other arrangement (including any profit sharing arrangement) with respect to the Transfer of, any shares of Global Common Stock to any person (other than (1) pursuant to the Merger, (2) any pledges of Global Common Stock in favor of the lenders in connection with amendments to or refinancings of the credit agreements underlying the Existing Pledges ("Future Pledges"; together with the Existing Pledges, the "Pledges"), provided that the number of shares of Global Common Stock subject to all Pledges shall not at any time exceed the number of

shares of Global Common Stock pledged under the Existing Pledges as of the date hereof, or (3) subject to Section 4(c), pursuant to any foreclosures on any Pledges, or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to any shares of Global Common Stock and shall not commit or agree to take any of the foregoing actions.

(d) The Stockholder shall not, nor shall it authorize or permit any officer, director or employee of, or any investment banker, attorney or other adviser or representative of, the Stockholder to, directly or indirectly, (i) solicit, initiate, encourage or take any other action to facilitate any inquiries with respect to a potential Global Takeover Proposal or Frustrating Transaction or the submission of any Global Takeover Proposal or Frustrating Transaction, (ii) enter into any agreement with respect to any Global Takeover Proposal or Frustrating Transaction or (iii) enter into, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes or may lead to any Global Takeover Proposal or Frustrating Transaction. The Stockholder promptly shall advise Crown orally and in writing of any Global Takeover Proposal or Frustrating Transaction or inquiry made to the Stockholder with respect to or that could lead to any Global Takeover Proposal or Frustrating Transaction, the identity of the person making any such Global Takeover Proposal, Frustrating Transaction or inquiry and the material terms of any such Global Takeover Proposal, Frustrating Transaction or inquiry.

(e) The Stockholder shall not, nor shall the Stockholder authorize or permit any investment banker, attorney or other adviser or representative of the Stockholder to, issue any press release or make any other public statement with respect to this Agreement, the Merger Agreement, any other Transaction Agreements, the Merger or any Related Transactions without the prior written consent of Crown, except as may be required by applicable Law or Order.

(f) The Stockholder hereby (i) waives, and agrees not to exercise or assent to, any appraisal rights under Section 262 in connection with the Merger and (ii) agrees not to commence or participate in, and to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against Global, Crown or any of their respective successors relating to the negotiation, execution and delivery of this Agreement or the Merger Agreement or the consummation of the Merger or any Related Transactions (other than (1) any claims against Crown (or its successors) to the extent relating to or based upon any alleged breach by Crown of the Merger Agreement, the Stockholders Agreement or this Agreement, (2) any federal or state law claims against Crown (or its successors) to the extent relating to or based upon any alleged delivery or supply of incorrect or misleading information, or failure or omission to deliver or supply information, by Crown to Global or its stockholders or (3) any claims against Crown (or its successors) to the extent relating to or based upon any alleged violation of federal or state securities laws in connection with the transactions contemplated by the Merger Agreement or the Related Transactions, including without limitation the Merger or the issuance of Crown securities pursuant thereto).

SECTION 4. Termination. (a) This Agreement shall terminate upon the earliest of (i) the termination of this Agreement by the mutual written consent of Crown and the Stockholder, (ii) the Effective Time and (iii) the termination of the Merger Agreement in accordance with its terms.

(b) Notwithstanding the foregoing, (i) termination of this Agreement shall not prevent any party hereunder from seeking any remedies (at law or in equity) against any other party hereto for such party's breach of this Agreement and (ii) Sections 3(f) and 6 of this Agreement shall survive the termination of this Agreement. In no event shall any of the representations, warranties, covenants and other agreements in this Agreement (other than the covenants and other agreements set forth in Sections 3(f) and 6), including any rights arising out of any breach of such representations, warranties, covenants and other agreements (other than the covenants and other agreements set forth in Sections 3(f) and 6), survive the Effective Time.

(c) Notwithstanding anything to the contrary herein, in the event of a foreclosure pursuant to a Pledge on any shares of Global Common Stock beneficially owned by the Stockholder that are Subject Shares, such shares of Global Common Stock shall immediately and without any action by any party hereto cease to be deemed Subject Shares for any purpose under this Agreement; provided, however, that any shares of Global Common Stock beneficially owned by the Stockholder at the time of such foreclosure that are not Subject Shares and are not subject to such foreclosure shall immediately and without any action by any party hereto be deemed Subject Shares for all purposes under this Agreement; provided further, however, that in no event shall the number of shares of Global Common Stock so substituted exceed the number of Subject Shares being replaced.

SECTION 5. Additional Matters. (a) The Stockholder shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as Crown may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

(b) The Stockholder is executing this Agreement solely in its capacity as the record holder and beneficial owner of such Stockholder's shares of Global Common Stock, and nothing in this Agreement shall limit or otherwise restrict any officer or director of the Stockholder or any of its Affiliates from taking or not taking any action in his or her capacity as an officer of Global or any Global Subsidiary or a member of the Global Board (or any committee thereof) or the board of directors of any Global Subsidiary (or any committee thereof).

SECTION 6. General Provisions.

(a) Amendments. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

(b) Notice. All notices and other communications hereunder shall be in writing and shall be deemed given (and shall be deemed to have been given upon receipt) if delivered personally or sent by overnight courier (providing proof of delivery) to Crown in accordance with Section 8.13 of the Merger Agreement and to the Stockholder at its address set forth on Schedule A hereto (or at such other address for a party as shall be specified by like notice).

(c) Interpretation. When a reference is made in this Agreement to a Section or subsection, such reference shall be to a Section or subsection of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall

not affect in any way the meaning or interpretation of this Agreement. Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”.

(d) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

(e) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement. This Agreement shall become effective against Crown when one or more counterparts have been signed by Crown and delivered to the Stockholder. This Agreement shall become effective against the Stockholder when one or more counterparts have been executed by the Stockholder and delivered to Crown. Each party need not sign the same counterpart.

(f) Entire Agreement; No Third-Party Beneficiaries. This Agreement (i) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and (ii) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(g) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to principles of conflicts of laws.

(h) Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise, by Crown without the prior written consent of the Stockholder or by the Stockholder without the prior written consent of Crown, and any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permissible assigns.

(i) Expenses. All costs and expenses incurred in connection with the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses.

(j) Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Court of Chancery of the State of

Delaware, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto (i) consents to submit itself to the personal jurisdiction of the Court of Chancery of the State of Delaware in the event any dispute arises out of this Agreement or any transaction contemplated hereby, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) agrees that it will not bring any action relating to this Agreement or any transaction contemplated hereby in any court other than the Court of Chancery of the State of Delaware and (iv) waives any right to trial by jury with respect to any claim or proceeding related to or arising out of this Agreement or any transaction contemplated hereby.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each party has duly executed this Agreement, all as of the date first written above.

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ John P. Kelly
Name: John P. Kelly
Title: President & CEO

GREENHILL CAPITAL PARTNERS, LLC

By: /s/ Robert H. Neihaus
Name: Robert H. Neihaus
Title: Chairman

GCP SPV1, LLC

By: GCP Managing Partner, L.P.,
its manager

By: Greenhill Capital Partners, LLC,
its general partner

By: /s/ Robert H. Neihaus
Name: Robert H. Neihaus
Title: Chairman

GCP SPV2, LLC

By: GCP Managing Partner II, L.P.,
its manager

By: Greenhill Capital Partners, LLC,
its general partner

By: /s/ Robert H. Neihaus
Name: Robert H. Neihaus
Title: Chairman

SCHEDULE A

Name and Address of Stockholder	Number of Subject Shares
Greenhill Capital Partners, LLC GCP SPV1, LLC GCP SPV2, LLC	6,011,078

c/o Greenhill Capital Partners, LLC
300 Park Avenue
New York, NY 10022
Attn: Robert H. Niehaus
Tel: (212) 389-1500
Fax: (212) 389-1700
E-mail: rniehaus@greenhill-co.com

Exhibit 10.3

EXECUTION COPY

SUPPORT AGREEMENT dated as of October 5, 2006, between CROWN CASTLE INTERNATIONAL CORP., a Delaware corporation ("Crown"), and the parties listed on Schedule A hereto (collectively, the "Stockholder") (the "Agreement").

WHEREAS Crown, CCGS Holdings LLC, a Delaware limited liability company ("Merger Sub"), and Global Signal Inc., a Delaware corporation ("Global"), propose to enter into an Agreement and Plan of Merger dated as of the date hereof (as the same may be amended or supplemented, the "Merger Agreement"; capitalized terms used but not defined herein shall have the meanings set forth in the Merger Agreement) providing for the merger of Global with and into Merger Sub, with Merger Sub as the surviving entity and a direct, wholly-owned subsidiary of Crown;

WHEREAS the Stockholder owns at least the number of shares of Global Common Stock set forth on Schedule A hereto (subject to Section 4(c), such shares of Global Common Stock being referred to herein as the "Subject Shares" of the Stockholder); and

WHEREAS, as a condition to its willingness to enter into the Merger Agreement, Crown has requested that the Stockholder enter into this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to Crown as follows:

(a) Authority; Execution and Delivery; Enforceability. The Stockholder has all requisite power and authority to execute this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by the Stockholder of this Agreement and consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Stockholder. The Stockholder has duly executed and delivered this Agreement and, assuming the due authorization, execution and delivery of this Agreement by Crown, this Agreement constitutes the legal, valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights and remedies of creditors generally and to the effect of general principles of equity. The execution and delivery by the Stockholder of this Agreement do not, and the consummation of the transactions contemplated hereby and compliance with the terms hereof will not, conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of the Stockholder under, any provision of any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which the Stockholder is a party or by which any properties or assets of the Stockholder are bound or, subject to the filings and other matters referred to in the next sentence, any provision of any Order or Law applicable to the Stockholder or the properties or assets of the Stockholder. No consent, approval, order, authorization or permit of, or registration, declaration or filing with, or notification to, any Governmental Entity is required to be obtained or made by or with respect

to the Stockholder in connection with the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby, other than (i) compliance with and filings under the HSR Act, if applicable to the Stockholder's receipt in the Merger of Crown Common Stock, and (ii) such reports under Sections 13(d) and 16 of the Exchange Act as may be required in connection with this Agreement and the transactions contemplated hereby. No trust of which the Stockholder is a trustee requires the consent of any beneficiary to the execution and delivery of this Agreement or to the consummation of the transactions contemplated hereby.

(b) The Subject Shares. The Stockholder is the record and beneficial owner of and has good and marketable title to, the Subject Shares set forth opposite its name on Schedule A attached hereto, free and clear of any Liens, except for pledges in favor of the lenders pursuant to credit agreements in place as of the date hereof between the Stockholder and such lenders (any such pledge, an "Existing Pledge"). The Stockholder has the sole right to vote such Subject Shares, and none of such Subject Shares is subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of such Subject Shares, except as contemplated by this Agreement. The Stockholder further represents that any proxies heretofore given in respect of the Stockholder's Subject Shares are revocable, and represents and declares that all such proxies are hereby revoked.

SECTION 2. Representations and Warranties of Crown. Crown hereby represents and warrants to the Stockholder as follows: Crown has all requisite corporate power and authority to execute this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by Crown of this Agreement and consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Crown. Crown has duly executed and delivered this Agreement and, assuming the due authorization, execution and delivery of this Agreement by the Stockholder, this Agreement constitutes the legal, valid and binding obligation of Crown, enforceable against Crown in accordance with its terms subject, as to enforcement of remedies, to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights and remedies of creditors generally and to the effect of general principles of equity. The execution and delivery by Crown of this Agreement do not, and the consummation of the transactions contemplated hereby and compliance with the terms hereof will not, conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of Crown under, any provision of any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Crown is a party or by which any properties or assets of Crown are bound or, subject to the filings and other matters referred to in the next sentence, any provision of any Order or Law applicable to Crown or the properties or assets of Crown.

SECTION 3. Covenants of the Stockholder. The Stockholder covenants and agrees as follows:

(a) (1) At any meeting of the stockholders of Global called to seek the Global Stockholder Approval or in any other circumstances upon which a vote, consent or other approval (including by written consent) with respect to the Merger Agreement, any other Transaction Agreement, the Merger or any other transactions contemplated by the Merger

Agreement or any other Transaction Agreement (such other transactions, "Related Transactions") is sought, the Stockholder shall, including by executing a written consent solicitation if requested by Crown, vote (or cause to be voted) the Subject Shares of the Stockholder in favor of granting the Global Stockholder Approval.

(2) **IRREVOCABLE PROXY.** The Stockholder hereby irrevocably grants to, and appoints, Crown and any designee of Crown, and each of them individually, as the Stockholder's proxy and attorney-in-fact (with full power of substitution and resubstitution), for and in the name, place and stead of the Stockholder, to vote the Subject Shares of the Stockholder, or grant a consent or approval in respect of the Subject Shares of the Stockholder in a manner consistent with this Section 3. The Stockholder understands and acknowledges that Crown is entering into the Merger Agreement in reliance upon the Stockholder's execution and delivery of this Agreement. The Stockholder hereby affirms that the irrevocable proxy set forth in this Section 3(a) is given in connection with the execution of the Merger Agreement, and that such irrevocable proxy is given to secure the performance of the duties of the Stockholder under this Agreement. The Stockholder hereby further affirms that the irrevocable proxy is coupled with an interest and may under no circumstances be revoked. The Stockholder hereby ratifies and confirms all that such irrevocable proxy may lawfully do or cause to be done by virtue hereof. Such irrevocable proxy is executed and intended to be irrevocable in accordance with the provisions of Section 212(e) of the DGCL. Notwithstanding anything to the contrary herein, the irrevocable proxy granted hereunder shall automatically terminate upon the termination of this Agreement.

(b) At any meeting of stockholders of Global or at any adjournment thereof or in any other circumstances upon which the Stockholder's vote, consent or other approval is sought, the Stockholder shall vote (or cause to be voted) the Subject Shares of the Stockholder against, and shall not consent to (and shall cause the Subject Shares of the Stockholder not to be consented to), any of the following (or any agreement to enter into, effect, facilitate or support any of the following): (i) any merger agreement or merger (other than the Merger Agreement and the Merger), consolidation, combination, sale of substantial assets, reorganization, recapitalization, dissolution, liquidation or winding up of or by Global, (ii) any Global Takeover Proposal and/or (iii) any amendment of the Global Certificate of Incorporation or the Global Bylaws or other proposal or transaction involving Global or any Global Subsidiary, which amendment or other proposal or transaction would in any manner impede, frustrate, prevent or nullify any provision of the Merger Agreement or any other Transaction Agreement, the Merger or any Related Transaction or change in any manner the voting rights of any capital stock of Global (collectively, "Frustrating Transactions"). The Stockholder shall not commit or agree to take any action inconsistent with the foregoing.

(c) Other than this Agreement, the Stockholder shall not (i) sell, transfer, pledge, assign or otherwise dispose of (including by gift) (collectively, "Transfer"), or enter into any contract, option or other arrangement (including any profit sharing arrangement) with respect to the Transfer of, any shares of Global Common Stock to any person (other than (1) pursuant to the Merger, (2) any pledges of Global Common Stock in favor of the lenders in connection with amendments to or refinancings of the credit agreements underlying the Existing Pledges ("Future Pledges"; together with the Existing Pledges, the "Pledges"), provided that the number of shares of Global Common Stock subject to all Pledges shall not at any time exceed the number of

shares of Global Common Stock pledged under the Existing Pledges as of the date hereof, or (3) subject to Section 4(c), pursuant to any foreclosures on any Pledges, or (ii) enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to any shares of Global Common Stock and shall not commit or agree to take any of the foregoing actions.

(d) The Stockholder shall not, nor shall it authorize or permit any officer, director or employee of, or any investment banker, attorney or other adviser or representative of, the Stockholder to, directly or indirectly, (i) solicit, initiate, encourage or take any other action to facilitate any inquiries with respect to a potential Global Takeover Proposal or Frustrating Transaction or the submission of any Global Takeover Proposal or Frustrating Transaction, (ii) enter into any agreement with respect to any Global Takeover Proposal or Frustrating Transaction or (iii) enter into, continue or otherwise participate in any discussions or negotiations regarding, or furnish to any person any information with respect to, or take any other action to facilitate any inquiries or the making of any proposal that constitutes or may lead to any Global Takeover Proposal or Frustrating Transaction. The Stockholder promptly shall advise Crown orally and in writing of any Global Takeover Proposal or Frustrating Transaction or inquiry made to the Stockholder with respect to or that could lead to any Global Takeover Proposal or Frustrating Transaction, the identity of the person making any such Global Takeover Proposal, Frustrating Transaction or inquiry and the material terms of any such Global Takeover Proposal, Frustrating Transaction or inquiry.

(e) The Stockholder shall not, nor shall the Stockholder authorize or permit any investment banker, attorney or other adviser or representative of the Stockholder to, issue any press release or make any other public statement with respect to this Agreement, the Merger Agreement, any other Transaction Agreements, the Merger or any Related Transactions without the prior written consent of Crown, except as may be required by applicable Law or Order.

(f) The Stockholder hereby (i) waives, and agrees not to exercise or assent to, any appraisal rights under Section 262 in connection with the Merger and (ii) agrees not to commence or participate in, and to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against Global, Crown or any of their respective successors relating to the negotiation, execution and delivery of this Agreement or the Merger Agreement or the consummation of the Merger or any Related Transactions (other than (1) any claims against Crown (or its successors) to the extent relating to or based upon any alleged breach by Crown of the Merger Agreement, the Stockholders Agreement or this Agreement, (2) any federal or state law claims against Crown (or its successors) to the extent relating to or based upon any alleged delivery or supply of incorrect or misleading information, or failure or omission to deliver or supply information, by Crown to Global or its stockholders or (3) any claims against Crown (or its successors) to the extent relating to or based upon any alleged violation of federal or state securities laws in connection with the transactions contemplated by the Merger Agreement or the Related Transactions, including without limitation the Merger or the issuance of Crown securities pursuant thereto).

SECTION 4. Termination. (a) This Agreement shall terminate upon the earliest of (i) the termination of this Agreement by the mutual written consent of Crown and the Stockholder, (ii) the Effective Time and (iii) the termination of the Merger Agreement in accordance with its terms.

(b) Notwithstanding the foregoing, (i) termination of this Agreement shall not prevent any party hereunder from seeking any remedies (at law or in equity) against any other party hereto for such party's breach of this Agreement and (ii) Sections 3(f) and 6 of this Agreement shall survive the termination of this Agreement. In no event shall any of the representations, warranties, covenants and other agreements in this Agreement (other than the covenants and other agreements set forth in Sections 3(f) and 6), including any rights arising out of any breach of such representations, warranties, covenants and other agreements (other than the covenants and other agreements set forth in Sections 3(f) and 6), survive the Effective Time.

(c) Notwithstanding anything to the contrary herein, in the event of a foreclosure pursuant to a Pledge on any shares of Global Common Stock beneficially owned by the Stockholder that are Subject Shares, such shares of Global Common Stock shall immediately and without any action by any party hereto cease to be deemed Subject Shares for any purpose under this Agreement; provided, however, that any shares of Global Common Stock beneficially owned by the Stockholder at the time of such foreclosure that are not Subject Shares and are not subject to such foreclosure shall immediately and without any action by any party hereto be deemed Subject Shares for all purposes under this Agreement; provided further, however, that in no event shall the number of shares of Global Common Stock so substituted exceed the number of Subject Shares being replaced.

SECTION 5. Additional Matters. (a) The Stockholder shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as Crown may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

(b) The Stockholder is executing this Agreement solely in its capacity as the record holder and beneficial owner of such Stockholder's shares of Global Common Stock, and nothing in this Agreement shall limit or otherwise restrict any officer or director of the Stockholder or any of its Affiliates from taking or not taking any action in his or her capacity as an officer of Global or any Global Subsidiary or a member of the Global Board (or any committee thereof) or the board of directors of any Global Subsidiary (or any committee thereof).

SECTION 6. General Provisions.

(a) Amendments. This Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

(b) Notice. All notices and other communications hereunder shall be in writing and shall be deemed given (and shall be deemed to have been given upon receipt) if delivered personally or sent by overnight courier (providing proof of delivery) to Crown in accordance with Section 8.13 of the Merger Agreement and to the Stockholder at its address set forth on Schedule A hereto (or at such other address for a party as shall be specified by like notice).

(c) Interpretation. When a reference is made in this Agreement to a Section or subsection, such reference shall be to a Section or subsection of this Agreement unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall

not affect in any way the meaning or interpretation of this Agreement. Wherever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”.

(d) Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

(e) Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement. This Agreement shall become effective against Crown when one or more counterparts have been signed by Crown and delivered to the Stockholder. This Agreement shall become effective against the Stockholder when one or more counterparts have been executed by the Stockholder and delivered to Crown. Each party need not sign the same counterpart.

(f) Entire Agreement; No Third-Party Beneficiaries. This Agreement (i) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and (ii) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(g) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to principles of conflicts of laws.

(h) Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise, by Crown without the prior written consent of the Stockholder or by the Stockholder without the prior written consent of Crown, and any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permissible assigns.

(i) Expenses. All costs and expenses incurred in connection with the transactions contemplated by this Agreement shall be paid by the party incurring such costs and expenses.

(j) Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Court of Chancery of the State of

Delaware, this being in addition to any other remedy to which they are entitled at law or in equity. In addition, each of the parties hereto (i) consents to submit itself to the personal jurisdiction of the Court of Chancery of the State of Delaware in the event any dispute arises out of this Agreement or any transaction contemplated hereby, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) agrees that it will not bring any action relating to this Agreement or any transaction contemplated hereby in any court other than the Court of Chancery of the State of Delaware and (iv) waives any right to trial by jury with respect to any claim or proceeding related to or arising out of this Agreement or any transaction contemplated hereby.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each party has duly executed this Agreement, all as of the date first written above.

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ John P. Kelly
Name: John P. Kelly
Title: President & CEO

ABRAMS CAPITAL INTERNATIONAL, LTD., a Cayman Islands exempted company

By: Pamet Capital Management, LP,
its Investment Manager

By: Pamet Capital Management, LLC,
its General Partner

By: /s/ David Abrams
Name: David Abrams
Title: Managing Member

ABRAMS CAPITAL PARTNERS I, LP, a Delaware limited partnership

By: Pamet Capital Management, LP,
its Investment Manager

By: Pamet Capital Management, LLC,
its General Partner

By: /s/ David Abrams
Name: David Abrams
Title: Managing Member

ABRAMS CAPITAL PARTNERS II, LP, a Delaware limited partnership

By: Pamet Capital Management, LP,
its Investment Manager

By: Pamet Capital Management, LLC,
its General Partner

By: /s/ David Abrams
Name: David Abrams
Title: Managing Member

WHITECREST PARTNERS, LP, a
Delaware limited partnership

By: Pamet Capital Management, LP,
its Investment Manager

By: Pamet Capital Management, LLC,
its General Partner

By: /s/ David Abrams
Name: David Abrams
Title: Managing Member

RIVA CAPITAL PARTNERS, LP, a
Delaware limited partnership

By: Abrams Capital Management, LLC,
its Investment Manager

By: /s/ David Abrams
Name: David Abrams
Title: Managing Member

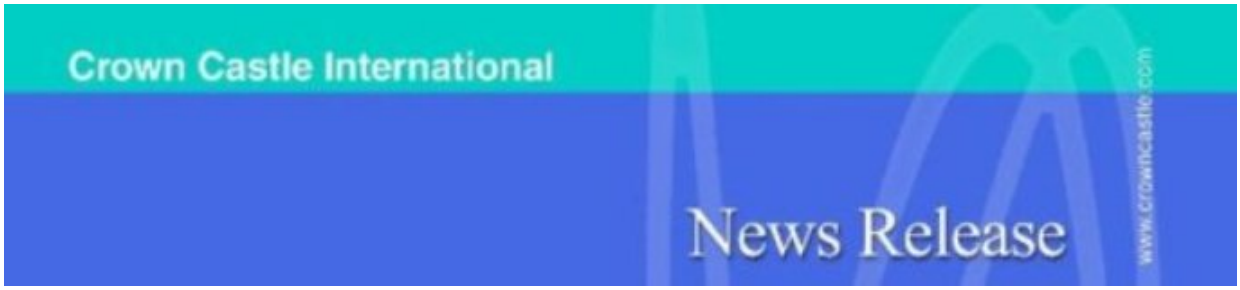
222 PARTNERS, LLC

By: /s/ David Abrams
Name: David Abrams
Title: Managing Member

SCHEDULE A

Name and Address of Stockholder	**Number of Subject Shares**
Abrams Capital International, Ltd. Abrams Capital Partners I, LP Abrams Capital Partners II, LP Whitecrest Partners, LP Riva Capital Partners, LP 222 Partners, LLC c/o Abrams Capital, LLC 222 Berkeley Street, 22nd Floor Boston, MA 02116 Attn: David Abrams Tel.: (617) 646-6100 Fax: (617) 646-6150	5,224,582

Exhibit 99.1



Contacts: Ben Moreland, CFO
Jay Brown, Treasurer
Crown Castle International Corp.
713-570-3000

FOR IMMEDIATE RELEASE

CROWN CASTLE INTERNATIONAL TO ACQUIRE GLOBAL SIGNAL; CREATES PREMIER TOWER COMPANY

- Excellent strategic and operational fit with Crown Castle's existing assets
- Over 23,500 combined towers, with over 16,000 towers in the top 100 BTA's
- Increases the expected growth in revenues and cash flow
- Near and long-term accretive to recurring cash flow per share

October 6, 2006 – HOUSTON, TEXAS – Crown Castle International Corp. (NYSE:CCI) and Global Signal Inc. (NYSE: GSL) announced that they have entered into a definitive agreement for Crown Castle to acquire Global Signal in a stock and cash transaction valued at approximately $5.8 billion, including debt. The transaction brings together two of the nation's leading tower companies, with over 24,000 wireless sites. The combined company will have a high-quality portfolio of wireless towers that are well-positioned for expected growth, with 16,240 of its towers in the top 100 BTA's, the most of any tower company.

"We expect this extraordinary combination of companies with the most towers in the best markets to create significant value for our customers and shareholders," stated John P. Kelly, Crown Castle's Chief Executive Officer. "The complementary nature of our US portfolios will result in a high-quality, diversified customer base, with 76% of site rental revenues from the four largest US wireless carriers. Further, we have an experienced management team, which will now be leveraged across a larger portfolio, with proven abilities to excel in this industry. This transaction reflects our continued commitment to undertaking endeavors that we believe will maximize recurring cash flow per share, which we feel is the best way to create and increase shareholder value. We believe this combination enhances our ability to achieve our long-term goal of 20 to 25% annual recurring cash flow per share growth."

shaping the wireless world℠

Based on pro forma results for both companies as of June 30, 2006, the combined company will have approximately $16.0 billion in total enterprise value, annualized site rental revenues of $1.2 billion and annualized Adjusted EBITDA(1) of $659 million. Recurring cash flow, defined as Adjusted EBITDA less interest expense less sustaining capital expenditures, based on pro forma annualized results for the second quarter 2006 for the combined company, was $329 million.

Wesley R. Edens, Global Signal's Chairman added, "This is a merger of best-in-class assets and people. We see enormous opportunity in supporting the technological investments of our tenants as the entire wireless industry continues to serve their own customers better with improved network quality, coverage and capacity. Together, our companies will have the scale, scope and growth prospects to deliver long-term value for our shareholders."

The merger is expected to generate cost synergies of between $12 million and $15 million annually, which are expected to be realized within 12 months after closing.

"We are excited about bringing together Crown Castle and Global Signal to create a powerful growth platform with a very efficient capital structure," stated Ben Moreland, Chief Financial Officer of Crown Castle. "The new company will have a cost of debt capital and flexibility that is unrivaled in the tower industry. We believe that this transaction enhances our expected growth rates of revenue, Adjusted EBITDA and recurring cash flow due to the relatively lower occupancy on the Global Signal towers and the significant lease-up potential. Further, we have a proven track record of integrating acquisitions without disrupting the delivery of services to our customers. In addition, in keeping with our capital allocation strategy, we believe this transaction is near and long-term accretive to recurring cash flow per share relative to our stand-alone expectations."

Following the closing, Crown Castle's board of directors will consist of all eight outside directors from Crown Castle's existing board of directors and three outside directors from Global Signal, as well as Mr. Kelly and Mr. Moreland. Three of Global Signal's current board members, Wesley R. Edens, Robert H. Niehaus and David C. Abrams, are expected to join Crown Castle's board upon closing. As a result, the Crown Castle board will increase from 10 to 13 members. The corporate headquarters for the combined company will remain in Houston, Texas. Mr. Kelly and Mr. Moreland will remain in their current management roles as Chief Executive Officer and Chief Financial Officer, respectively.

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(1) Inclusive of $12.5 million of annualized expense synergies

TRANSACTION DETAILS

Under the terms of the definitive merger agreement, Global Signal common stockholders will be entitled to convert each share of Global Signal into 1.61 Crown Castle shares or, alternatively, can elect to receive cash in the amount of $55.95 per Global Signal share. The total amount of cash consideration is subject to a cap of $550 million. To the extent that cash elections are made in respect of a number greater than 9.83 million shares, the stock consideration would be adjusted on a pro rata basis so that 9.83 million of Global Signal's outstanding shares are exchanged for cash.

In connection with the transaction, Global Signal's three largest shareholders, Fortress Investment Funds, Greenhill Capital Partners, L.P. and Abrams Capital, LLC, have entered into voting agreements in which they have agreed to vote shares representing approximately 40% of Global Signal's outstanding shares in favor of the Crown Castle transaction.

Crown Castle expects to finance the cash portion of the transaction through its existing Senior Secured Credit Facility, including a funded Revolving Credit Facility in the amount of $250 million and an add-on to Crown Castle's existing Senior Secured Term Loan of $300 million. Crown Castle will also assume estimated debt of $1.8 billion. At the closing of the acquisition, Crown Castle expects to have total debt of approximately $5.4 billion and net debt of approximately $5.3 billion.

The merger agreement is subject to certain conditions and approvals, including shareholder and regulatory approvals. Upon meeting these conditions and approvals, the merger is expected to close in the first quarter of 2007.

Each of J.P. Morgan Securities Inc. and Morgan Stanley & Co. Incorporated acted as financial advisor and Cravath, Swaine & Moore LLP acted as legal advisor to Crown Castle. Each of Goldman Sachs & Co. and Banc of America Securities LLC acted as financial advisor and Skadden, Arps, Slate, Meagher & Flom LLP acted as legal advisor to Global Signal, and Fried, Frank, Harris, Shriver & Jacobson LLP acted as legal advisor to Fortress Investment Funds.

INVESTOR CONFERENCE CALL DETAILS

Crown Castle and Global Signal have scheduled a conference call for Friday, October 6, 2006 at 10:00 a.m. eastern time to discuss the acquisition announcement. Please dial 800-366-3908 and ask for the Crown Castle and Global Signal call at least 10 minutes prior to the start time. A telephonic replay of the conference call will be available through Friday, October 13, 2006 and may be accessed by calling 800-405-2236 using passcode 11073243#. An audio archive will also be

available on Crown Castle's website at www.crowncastle.com and Global Signal's website at www.gsignal.com after the call and will be accessible for approximately 90 days.

Crown Castle International Corp. engineers, deploys, owns and operates technologically advanced shared wireless infrastructure, including extensive networks of towers and rooftops. Crown Castle offers significant wireless communications coverage to 76 of the top 100 United States markets and to substantially all of the Australian population. Crown Castle owns, operates and manages over 11,000 and 1,300 wireless communication sites in the U.S. and Australia, respectively. For more information on Crown Castle visit: http://www.crowncastle.com.

Global Signal owns, leases or manages approximately 11,000 towers and other wireless communications sites. Global Signal is organized and conducts its operations to qualify as a real estate investment trust (REIT) for federal income tax purposes. For more information on Global Signal or to be added to our e-mail distribution list, please visit http://www.gsignal.com.

Non-GAAP Financial Measures

This press release includes presentations of Adjusted EBITDA and recurring cash flow, which are non-GAAP financial measures.

Crown Castle defines Adjusted EBITDA as net income (loss) plus cumulative effect of change in accounting principle, income (loss) from discontinued operations, minority interests, credit (provision) for income taxes, interest expense, amortization of deferred financing costs, interest and other income (expense), depreciation, amortization and accretion, operating stock-based compensation charges, asset write-down charges and restructuring charges (credits). Adjusted EBITDA is not intended as an alternative measure of cash flow from operations or operating results (as determined in accordance with Generally Accepted Accounting Principles (GAAP)).

Crown Castle defines recurring cash flow to be Adjusted EBITDA, less interest expense and less sustaining capital expenditures. Each of the amounts included in the calculation of recurring cash flow are computed in accordance with GAAP, with the exception of sustaining capital expenditures, which is not defined under GAAP. Sustaining capital expenditures are defined as capital expenditures (determined in accordance with GAAP) which do not increase the capacity or term of an asset. Recurring cash flow is not intended as an alternative measure of cash flow from operations or operating results (as determined in accordance with GAAP).

Adjusted EBITDA and recurring cash flow are presented as additional information because Crown Castle's management believes these measures are useful indicators of the financial performance of our core businesses. In addition, Adjusted EBITDA is a measure of current financial performance used in our debt covenant calculations. Crown Castle's measures of Adjusted EBITDA and recurring cash flow may not be comparable to similarly titled measures of other companies. The tables set forth below reconcile these non-GAAP financial measures to comparable GAAP financial measures.

Reconciliation of Non-GAAP Financial Measure to Comparable GAAP Financial Measure:

Crown Castle Adjusted EBITDA for the quarter ended June 30, 2006 is computed as follows:

($ in thousands)	For the Three Months Ended June 30, 2006
Net income (loss)	$ (13,335)
Income (loss) from discontinued operations, net of tax	—
Minority interests	(4)
Provision for income taxes	507
Interest expense and amortization of deferred financing costs	37,455
Interest and other income (expense)	2,939
Depreciation, amortization and accretion	69,374
Operating stock-based compensation charges	5,380
Asset write-down charges	1,522
Restructuring charges, including stock-based compensation charges	—
Adjusted EBITDA	**$ 103,838**

Global Signal defines Adjusted EBITDA as net income (loss) before interest, income tax expense (benefit), depreciation, amortization and accretion, gain or loss on early extinguishment of debt, non-cash stock-based compensation expense, Sprint integration costs, straight-line portion of revenues and expense, gain or loss on sale of properties, gain or loss on derivative instruments and impairment loss on assets held for sale. Adjusted EBITDA is not a measure of performance calculated in accordance with U.S. generally accepted accounting principles, or "GAAP".

Reconciliation of Non-GAAP Financial Measure to Comparable GAAP Financial Measure:

Global Signal Adjusted EBITDA for the quarter ended June 30, 2006 is computed as follows:

($ in thousands)	For the Three Months Ended June 30, 2006
Net income (loss)	$ (16,970)
Depreciation, amortization and accretion	42,648
Interest, net	22,415
Sprint sites integration costs	192
Straight-line portion of revenues	(4,430)
Straight-line portion of expense	8,777
Income tax expense (benefit)	2
Loss on early extinguishment of debt	—
Non-cash stock based compensation expense	4,867
(Gain) loss on sale of properties	74
(Gain) loss on derivative instruments	—
Reported Adjusted EBITDA	**$ 57,575**
Adjustment to comparable Adjusted EBITDA measure[(1)]	(4,347)
Adjusted EBITDA comparable to Crown Castle	**$ 53,228**

(1) Crown Castle's and Global Signal's definitions of Adjusted EBITDA differ with respect to the treatment of the straight-line portions of revenue and expense. The adjustment removes the net difference of straight-line revenue and expense resulting in a comparable Adjusted EBITDA number.

Reconciliation of Non-GAAP Financial Measure to Comparable GAAP Financial Measure:

Pro Forma Annualized Adjusted EBITDA and recurring cash flow for the quarter ended June 30, 2006 are computed as follows:

($ in thousands)	For the Three Months Ended June 30, 2006
Crown Castle Adjusted EBITDA	$ 103,838
Pro forma Mountain Union Adjusted EBITDA	4,625
Global Signal Adjusted EBITDA	53,228
Pro forma Adjusted EBITDA	$ 161,691
Annualized	x 4
Pro forma Adjusted EBITDA before synergies	**$ 646,764**
Transaction synergies	12,500
Pro forma annualized Adjusted EBITDA	**$ 659,264**
Less: Pro forma interest expense(2)	(316,660)
Less: Sustaining capital expenditures(3)	(14,000)
Pro forma recurring cash flow	**$ 328,604**

(2) Based on Crown Castle's and Global Signal's current outstanding debt balances and additional borrowings of $550 million related to the transaction.
(3) Pro forma sustaining capital expenditures for Crown Castle and Global Signal based on Crown Castle's 2006 full year outlook.

Other Calculations:

Annualized pro forma site rental revenue for the quarter ending June 30, 2006 is calculated as follows:

($ in thousands)	For the Three Months Ended June 30, 2006
Crown Castle site rental revenue	$ 169,160
Global Signal site rental revenue	122,467
Pro forma Mountain Union site rental revenue	6,530
Pro forma site rental revenue	**$ 298,157**
Annualized	x 4
Annualized pro forma site rental revenue	**$ 1,192,628**

Cautionary Language Regarding Forward-Looking Statements

This press release contains forward-looking statements and information that are based on the current expectations of Crown Castle's and Global Signal's management. Such statements include, but are not limited to, plans, projections and estimates regarding (i) the contemplated Crown Castle and Global Signal merger, (ii) the timing and closing of the Crown Castle and Global Signal merger, (iii) the financing of the Crown Castle and Global Signal merger, (iv) the benefits of the Crown Castle and Global Signal merger, including strategic and operational benefits, expected growth, customer and shareholder value, synergy gains (and the timing of such synergy gains), leasing potential and (v) the impact of the Crown Castle and Global Signal merger on leasing opportunities, revenue, recurring cash flow (including recurring cash flow per share), Adjusted EBITDA, our customer base, total assets, capital structure, debt level, cost of debt and financial results.

There are a number of important factors that could cause actual results or events to differ materially from those indicated by the forward-looking statements contained in this press release, including: the ability to obtain governmental approvals of the transaction on the proposed terms and schedule; the failure of Crown Castle and Global Signal shareholders to

approve the transaction; the ability of Crown Castle to successfully integrate Global Signal's operations and employees; the risk that the cost savings and any other synergies from the transaction may not be fully realized or may take longer to realize than expected; disruption from the transaction making it more difficult to maintain relationships with customers and employees; competition and its effect on pricing, spending, third-party relationships and revenues. Additional factors that may affect future results are contained in Crown Castle's and Global Signal's filings with the Securities and Exchange Commission ("SEC"), including each company's Annual Report on Form 10-K for the year ended December 31, 2005, which are available at the SEC's website at http://www.sec.gov. The information set forth herein speaks only as of the date hereof, and Crown Castle and Global Signal disclaim any intention or obligation to update any forward looking statements as a result of developments occurring after the date of this press release.

Important Additional Information Will be Filed with the SEC

In connection with the proposed transaction, Crown Castle plans to file with the SEC a Registration Statement on Form S-4 containing a Joint Proxy Statement/Prospectus. INVESTORS AND SECURITY HOLDERS OF CROWN CASTLE AND GLOBAL SIGNAL ARE URGED TO READ THE REGISTRATION STATEMENT AND ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC, INCLUDING THE JOINT PROXY STATEMENT/PROSPECTUS THAT WILL BE PART OF THE REGISTRATION STATEMENT, WHEN THEY ARE AVAILABLE, BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT CROWN CASTLE, GLOBAL SIGNAL, THE PROPOSED TRANSACTION AND RELATED MATTERS. The final Joint Proxy Statement/Prospectus will be mailed to stockholders of Crown Castle and Global Signal. Investors and security holders of Crown Castle and Global Signal will be able to obtain copies of the Registration Statement and the Joint Proxy Statement/Prospectus, when they become available, as well as other filings with the SEC that will be incorporated by reference into such documents, containing information about Crown Castle and Global Signal, without charge, at the SEC's website at http://www.sec.gov. These documents may also be obtained for free from Crown Castle by directing a request to Crown Castle International Corp., Investor Relations, 510 Bering Drive, Suite 600, Houston, TX 77057 or for free from Global Signal by directing a request to Global Signal, Inc. at 301 North Cattlemen Road, Suite 300, Sarasota, Florida 34232-6427, Attention: Secretary.

Participants in Solicitation

Neither Crown Castle nor Global Signal is currently engaged in a solicitation of proxies from the security holders of Crown Castle or Global Signal in connection with the proposed transaction. If a proxy solicitation commences, Crown Castle, Global Signal and their respective directors and executive officers and other members of management may be deemed to be participants in such solicitation. Information regarding Crown Castle's directors and executive officers is available in Crown Castle's Annual Report on Form 10-K for the year ended December 31, 2005, and the proxy statement, dated April 11, 2006, for its 2006 annual meeting of stockholders, which are filed with the SEC. Information regarding Global Signal's directors and executive officers is available in Global Signal's Annual Report on Form 10-K for the year ended December 31, 2005 and the proxy statement, dated April 12, 2006, for its 2006 annual meeting of stockholders, which are filed with the SEC. Additional information regarding the interests of such directors and executive officers will be included in the Registration Statement containing the Joint Proxy Statement/Prospectus to be filed with the SEC.